

## **ORDINANCE NO. 6735**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, GRANTING A FRANCHISE FOR WATER FACILITIES TO THE CITY OF TACOMA**

WHEREAS, The City of Tacoma, a Washington municipal corporation ("Grantee") has applied to the City of Auburn ("City") for a non-exclusive Franchise for the right of entry, use, and occupation of certain public right(s)-of-way within the City, to install, construct, erect, operate, maintain, repair, relocate and remove its facilities in, on, over, under, along or across those right(s)-of-way; and

WHEREAS, following proper notice, the City Council held a public hearing on Grantee's request for a Franchise, at which time representatives of Grantee and interested citizens were heard in a full public proceeding affording opportunity for comment by all persons wishing to be heard; and

WHEREAS, from information presented at the public hearing, and from facts and circumstances developed or discovered through independent study and investigation, the City Council now deems it appropriate and in the best interest of the City and its inhabitants that the franchise be granted to Grantee,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, DO ORDAIN as follows:

#### **Section 1. Grant of Right to Use Franchise Area**

A. Subject to the terms and conditions stated in this Ordinance, the City grants to the Grantee general permission to enter, use, and occupy the right(s)-of-way and other public property specified in Exhibit "A" (the "Franchise Area").

B. The Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair Grantee Facilities to provide Grantee Services in the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services, and it extends no rights or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on public or private property elsewhere within the City.

D. This Franchise is non-exclusive and does not prohibit the City from entering into other agreements, including Franchises impacting the Franchise

Area, if the City determines that entering into those agreements does not interfere with Grantee's rights under this Franchise.

E. Except as explicitly set forth in this Ordinance, this Franchise does not waive any rights that the City has or may acquire with respect to the Franchise Area or any other City roads, rights-of-way, or property. This Franchise is subject to the power of eminent domain, and in any proceeding under eminent domain, the Grantee acknowledges its use of the Franchise Area has no value.

F. The City reserves the right to change, regrade, relocate, abandon, or vacate any right-of-way within the Franchise Area. If, at any time during the term of this Franchise, the City vacates any portion of the Franchise Area containing Grantee Facilities, the City will reserve an easement for public utilities within that vacated portion, pursuant to RCW 35.79.030, within which the Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. The Grantee agrees that its use of Franchise Area is subordinated to and subject to the City and the public's need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.

H. In addition to the rights granted to the Grantee to undertake and perform activities within the Franchise Area as provided in this Franchise, on prior written notification to the City, the Grantee will have the right to discharge Grantee water supply to and into the City's storm water system while performing water system flushing and other Grantee activities. Any Grantee water discharged to the City's storm water system must comply with all applicable federal and state water quality standards and the City's NPDES permit relating to the City's storm water system. Except in case of an emergency, Grantee will provide 15 business days' notice of a discharge.

## **Section 2. Notice**

A. Written notices to the parties will be sent by personal delivery, overnight mail by a nationally-recognized courier, or by U.S. certified mail, return receipt requested to the following addresses. Either party may designate a new contact.

City: Right-of-Way Specialist  
Public Works Department - Transportation  
City of Auburn  
25 West Main Street  
Auburn, WA 98001-4998  
Telephone: (253) 931-3010; Fax: (253) 931-3048

with a copy to: City Clerk  
City of Auburn  
25 West Main Street  
Auburn, WA 98001-4998

Grantee: Water Superintendent  
Tacoma Water  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409-3192  
Phone: (253) 502-8171 Fax: (253) 502-8694

B. Any changes to the contact information will be sent to the City's Right-of-Way Specialist, Public Works Department – Transportation Division, with copies to the City Clerk, referencing the title of this agreement.

C. Grantee voice and fax telephone numbers will be staffed at least during normal business hours, Pacific time zone. The City may contact Grantee at the following number for emergency or other needs outside of normal business hours of the Grantees: Water Control Center, (253) 502-8344.

### **Section 3. Term of Agreement**

A. This Franchise will run for a period of twenty (20) years, from the date of execution.

B. Renewal Option of Term: The Grantee may renew this Franchise for an additional five (5) year period upon submission and approval of the application specified under ACC 20.06.130, as it now exists or is amended, within the timeframe set forth therein (currently 240 to 180 days prior to expiration of the then-current term). Any materials submitted by the Grantee for a previous application may be considered by the City in reviewing a current application, and the Grantee shall only submit those materials deemed necessary by the City to address changes in the Grantee Facilities or Grantee Services, or to reflect specific reporting periods mandated by the ACC.

C. Failure to Renew Franchise – Automatic Extension. If the Parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the Franchise automatically continues month to month until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

## **Section 4. Definitions**

For the purpose of this agreement:

“ACC” means the Auburn City Code.

“Emergency” means a condition of imminent danger to the health, safety and welfare of persons or property located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

“Grantee Facilities” or “Facilities” means water mains, fire hydrants, water valves, water services and meters, water system communication and monitoring equipment, and water appurtenances, for the purpose of providing water service.

“Grantee Services” or “Services” means providing the water facilities necessary to provide water service. A water service extends from the public water main to and including the water meter, and is owned and maintained by the Grantee.

“Maintenance or Maintain” means examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities as required and necessary for safe operation.

“Normal business hours” means Monday through Friday from 8:00 AM to 5:00 PM excluding non-working holidays (New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day following Thanksgiving Day, and Christmas Day)

“Relocation” means permanent movement of Grantee facilities required by the City, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

“Rights-of-Way” means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-ways and similar public properties and areas.

## **Section 5. Acceptance of Franchise**

A. This Franchise, and any rights granted under it, will not become effective for any purpose until Grantee files with the City Clerk (1) the Statement of Acceptance (Exhibit “B,”) (2) all verifications of insurance coverage specified

under Section 15 and, (3) payment of any outstanding application fees required in the City Fee Schedule. These four items will collectively be the “Franchise Acceptance”. The date that the Franchise Acceptance is filed with the City Clerk will be the effective date of this Franchise.

B. If the Grantee fails to file the Franchise Acceptance with the City Clerk within thirty (30) days after the effective date of the ordinance approving the Franchise, the City’s grant of the Franchise will be null and void.

## **Section 6. Construction and Maintenance**

A. The Grantee will apply for, obtain, and comply with the terms of all permits required under ACC Chapter 12.24 for any work done within the City. Grantee will comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work.

B. Grantee agrees to coordinate its activities with the City and all other utilities located within the public right-of-way in which Grantee is undertaking its activity.

C. The City expressly reserves the right to prescribe where Grantee Facilities may or may not be installed within the public right-of-way and may require the removal, relocation or replacement of Facilities as provided for in this Franchise.

D. Before beginning any excavation work within the public right-of-way, the Grantee will comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

E. Tree Trimming. Grantee will have the authority to reasonably trim vegetation on and overhanging streets, public rights-of-way, and places in the Franchise Area in order to prevent the branches of such trees from coming in physical contact with the Grantee Facilities. Grantee must get written approval from the City before trimming vegetation in or over the ROW, Grantee will be responsible for debris removal from trimming activities. If debris is not removed within twenty-four (24) hours of completion of the trimming, the City may, at its sole discretion, remove the debris and charge Grantee for the cost of removal. This section does not grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any general vegetation clearing will require a permit.

## **Section 7. Repair and Emergency Work**

Emergency Work, Permit Waiver. If there is an emergency where any Grantee Facilities located in the Right-of-Way are broken or damaged, or if the Grantee's Facilities are in a condition that places the health or safety of any person or property in imminent danger, the Grantee will immediately take any necessary emergency measures to repair, replace or remove its Facilities without first applying for and obtaining permit(s) as required by this Franchise. Grantee will notify the City (at 253-931-3010 during normal business hours and during non-business hours at 253-876-1985) as soon as reasonably possible that it has taken emergency actions and will immediately obtain permit(s) for the activity if required by this Franchise or City Ordinance. The City may begin emergency response work, at any time, without prior written notice to the Grantee, but will notify the Grantee in writing as promptly as possible under the circumstances. Grantee will reimburse the City for all associated costs related to the City performing emergency response work within 30 days of receiving an invoice from the City.

## **Section 8. Damages to City and Third-Party Property**

Grantee agrees that if any of its actions under this Franchise impairs or damages any City property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, the property to a safe condition. All repair work will be performed and completed to the satisfaction of the City Engineer. Grantee reserves the right to seek reimbursement for costs from a third-party if the third-party fails to locate its facilities in accordance with RCW 19.22.

## **Section 9. Location Preference**

A. Any structure, equipment, appurtenance or tangible property of a utility, other than the Grantee's, which was installed, constructed, completed or in place before Grantee's application for a permit to construct or repair Grantee Facilities under this Franchise will have preference as to positioning and location with respect to the Grantee Facilities. However, to the extent that the Grantee Facilities are completed and installed before another utility's submittal of a permit for new or additional structures, equipment, appurtenances or tangible property, then the Grantee Facilities will have priority. These rules governing preference will continue when relocating or changing the grade of any City road or right-of-way. A relocating utility will not cause the relocation of another utility that otherwise would not require relocation. This Section will not apply to any City facilities or utilities that may in the future require the relocation of Grantee Facilities. Those relocations will be governed by Section 11.

## **Section 10. Grantee Information**

A. Grantee agrees to supply, at no cost to the City, any information reasonably requested by the City to coordinate municipal functions with Grantee's activities and fulfill any municipal obligations under state law. This information will include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within the City. This information may be requested either in hard copy or electronic format, compatible with the City's data base system, including the City's Geographic Information System (GIS) data base. Grantee will keep the City informed of its long-range plans for coordination with the City's long-range plans.

B. The parties understand that Washington law limits the ability of the City to shield from public disclosure any information given to the City. Accordingly, the City agrees to notify the Grantee of requests for public records related to the Grantee, and to give the Grantee 10 business days to obtain an injunction to prohibit the City's release of records.

Grantee will indemnify and hold harmless the City for any loss or liability for fines, penalties, and costs (including attorneys' fees) imposed on the City because of non-disclosures requested by Grantee under Washington's public records act, if the City has notified Grantee of the pending request.

## **Section 11. Relocation of Grantee Facilities**

A. Except as otherwise so required by law, Grantee agrees to relocate, remove, or reroute its facilities as ordered by the City Engineer at no expense or liability to the City, except as may be required by RCW Chapter 35.99. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such relocation, removal, or abandonment, or rerouting of the facilities.

B. If a readjustment or relocation of the Grantee Facilities is necessitated by a request from a party other than the City, that party shall pay the Grantee the actual costs thereof.

C. For all transmission mains, defined as mains exceeding 24 inches in diameter, within the Franchise Area, the City will attempt to design its projects to minimize the need for relocation. In the event the City's design calls for the relocation of a transmission main, the City and Franchisee will meet to discuss potential redesign solutions. Before moving forward with the development of a redesign, the City will provide Grantee with an estimate of the costs of the redesign

and construction. Any additional redesign or construction costs incurred by the City shall be borne by Grantee. If a redesign is not reasonably feasible, then Grantee shall relocate the transmission main at its sole cost.

## **Section 12. Abandonment and or Removal of Grantee Facilities**

A. Within one hundred and eighty days (180) of Grantee's permanent cessation of use of any portion of the Grantee Facilities the Grantee will, at the City's discretion, either abandon in place or remove the affected facilities. Facilities that exist in an on-demand or standby capacity are exempt from this requirement.

B. The parties expressly agree that this Section will survive the expiration, revocation or termination of this Franchise.

## **Section 13. Indemnification and Hold Harmless**

A. The Grantee will defend, indemnify, and hold the City and its officers, officials, agents, employees, and volunteers harmless from any and all costs, claims, injuries, damages, losses, suits, or liabilities of any nature including attorneys' fees arising out of or in connection with the Grantee's performance under this Franchise, except to the extent those costs, claims, injuries, damages, losses, suits, or liabilities are caused by the sole negligence of the City. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder will be only to the extent of the Grantee's negligence.

B. The Grantee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee Facilities caused by maintenance or construction work performed by, or on behalf of, the City within the Franchise Area or any other City road, right-of-way, or other property, except to the extent any damage or loss is directly caused by the negligence of the City, or its agent performing such work.

C. The Grantee acknowledges that neither the City nor any other public agency with responsibility for firefighting, emergency rescue, public safety or similar duties within the City has the capability to provide trench, close trench or confined space rescue. The Grantee, and its agents, assigns, successors, or contractors, will make arrangements as Grantee deems fit for the provision of such services. The Grantee will hold the City harmless from any liability arising out of or in connection with any damage or loss to the Grantee for the City's failure or



inability to provide rescue services, and will indemnify the City against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on the City's failure or inability to provide rescue services.

D. Acceptance by the City of any work performed by the Grantee will not be grounds for avoidance of this section.

E. It is further specifically and expressly understood that the indemnification provided in this Franchise constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section will survive the expiration or termination of this Agreement.

F. Indemnification for Relocation. Grantee will defend, indemnify, and hold the City harmless for any damages, claims, additional costs or reasonable expenses and attorneys' fees, including contractor construction delay damages, assessed against or payable by the City and arising out of or resulting from Grantee's negligence or willful misconduct contributing to Grantee's failure to remove, adjust, or relocate any of its facilities in the Rights-of-Way in accordance with any relocation required by the City, provided that Grantee will not be liable under this section if Grantee's failure to remove, adjust, or relocate any of its facilities is the result of a force majeure event. A force majeure event is an occurrence that is beyond the control of the Grantee and that could not have been avoided by exercising reasonable diligence. Force majeure events include but are not limited to acts of war, riots, strikes, fire, floods, and epidemics.

## **Section 14. Insurance**

A. The Grantee will procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Grantee, its agents, representatives, or employees in the following amounts and types:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$2,000,000.00 per accident. Coverage will be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance with limits no less than \$5,000,000.00 each occurrence, \$5,000,000.00 general aggregate and a

\$5,000,000.00 products-completed operations aggregate limit. Coverage will be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage and will cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. The Commercial General Liability insurance will be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent form. There will be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City will be named as an additional insured under the Grantee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits no less than \$5,000,000.00 per claim for all professional employed or retained Grantee to perform services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Grantee's insurance coverage will be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City will be in excess of the Grantee's insurance and will not contribute with it.

2. The Grantee's insurance will be endorsed to state that coverage will not be cancelled by the insurers except after thirty (30) days' prior written notice has been given to Grantee. Upon receipt of such notice, Grantee will immediately notify by certified mail, return receipt requested, the City.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. Grantee will furnish the City with documentation of insurer's A.M. Best rating and with original certificates and a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Grantee before commencement of the work.

E. Grantee will have the right to self-insure, or obtain insurance pool coverage for, any or all of the above-required insurance. Any such self-insurance is subject to approval by the City and, upon approval, will satisfy the conditions set forth in Section 14 A - E.

F. Grantee's maintenance of insurance as required by this Franchise will not be construed to limit the liability of Grantee to the coverage provided by that insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

## **Section 15. Successors and Assignees**

A. All the provisions, conditions, regulations and requirements contained in this Franchise are binding upon the successors, assigns of, and independent contractors of the Grantee, and all rights and privileges, as well as all obligations and liabilities of the Grantee will inure to its successors, assignees and contractors.

B. This Franchise will not be leased, assigned or otherwise alienated without the express prior consent of the City by ordinance.

C. Grantee and any proposed assignee or transferee will provide and certify the following to the City not less than sixty (60) days prior to the proposed date of transfer: (a) Complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) All information required by the City of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) An application fee which will be set by the City, plus any other costs actually and reasonably incurred by the City in processing, and investigating the proposed assignment or transfer.

D. Before the City's consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed Assignee or Transferee will file with the City a written promise to unconditionally accept all terms of the Franchise, effective upon transfer or assignment of the Franchise. The City is under no obligation to undertake any investigation of the transferor's state of compliance and failure of the City to insist on full compliance before transfer does not waive any right to insist on full compliance thereafter.

## **Section 16. Dispute Resolution**

A. If there is a dispute between the Parties under this Agreement, the dispute will first be referred to the operational officers or representatives

designated by Grantor and Grantee to have oversight over the administration of this Agreement. The officers or representatives will meet within thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties will make a good faith effort to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either party may then pursue any available judicial remedies. This Franchise will be governed by and construed in accordance with the laws of the State of Washington. If any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue will be exclusively in King County, Washington. The prevailing party in any action will be entitled to its attorneys' fees and costs.

## **Section 17. Enforcement and Remedies**

A. If the Grantee willfully violates, or fails to comply with any of the provisions of this Franchise through willful or unreasonable negligence, or it fails to comply with any notice given to Grantee under the provisions of this agreement, the City may, at its discretion, provide Grantee with written notice to cure the breach within thirty (30) days of notification. If the City determines the breach cannot be cured within thirty days, the City may specify a longer cure period, and condition the extension of time on Grantee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Grantee does not comply with the specified conditions, the City may, at its discretion, either (1) revoke the Franchise with no further notification, or (2) impose liquidated damages of Two Hundred Fifty Dollars (\$250.00) per day for every day after the expiration of the cure period that the breach is not cured. The parties agree that the actual damages to the City from Grantee failing to cure are not easily calculated, and agree that the liquidated damages amount are a reasonable forecast of just compensation.

B. If the City determines that Grantee is acting beyond the scope of permission granted in this Franchise for Grantee Facilities and Grantee Services, the City reserves the right to cancel this Franchise and require the Grantee to apply for, obtain, and comply with all applicable City permits, franchises, or other City permissions for such actions, and if the Grantee's actions are not allowed under applicable federal and state or City laws, to compel Grantee to cease those actions.

## **Section 18. Compliance with Laws and Regulations**

A. This Franchise is subject to, and the Grantee will comply with, all applicable federal, state, or City laws, regulations and policies, in conformance

with federal laws and regulations, affecting performance under this Franchise. The Grantee will be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. The City reserves the right at any time to amend this Franchise to conform to any federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City Ordinance enacted pursuant to such federal or state statute or regulation enacted, amended, or adopted after the effective date of this Franchise if it provides Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. The amendment will become automatically effective on expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

C. The City may terminate this Franchise on thirty (30) days written notice to the Grantee, if the Grantee fails to comply with such amendment or modification.

## **Section 19. License, Tax and Other Charges**

This Franchise will not exempt the Grantee from any future license, tax, or charge which the City may adopt if authority is granted to it under state or federal law for revenue or as reimbursement for use and occupancy of the Franchise Area.

## **Section 20. Consequential Damages Limitation**

Notwithstanding any other provision of this Agreement, in no event will either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

## **Section 21. Severability**

If any portion of this Franchise is deemed invalid, the remainder portions will remain in effect, unless doing so will deny a party valuable consideration.

## **Section 22. Titles**

The section titles are for reference only and should not be used for the purpose of interpreting this Franchise.

**Section 23. Implementation.**

The Mayor is authorized to implement those administrative procedures necessary to carry out the directions of this legislation.

**Section 24. Effective date.**

This Ordinance will take effect and be in force five days from and after its passage, approval and publication as provided by law.

INTRODUCED: \_\_\_\_\_  
PASSED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_

\_\_\_\_\_  
NANCY BACKUS, MAYOR

ATTEST:

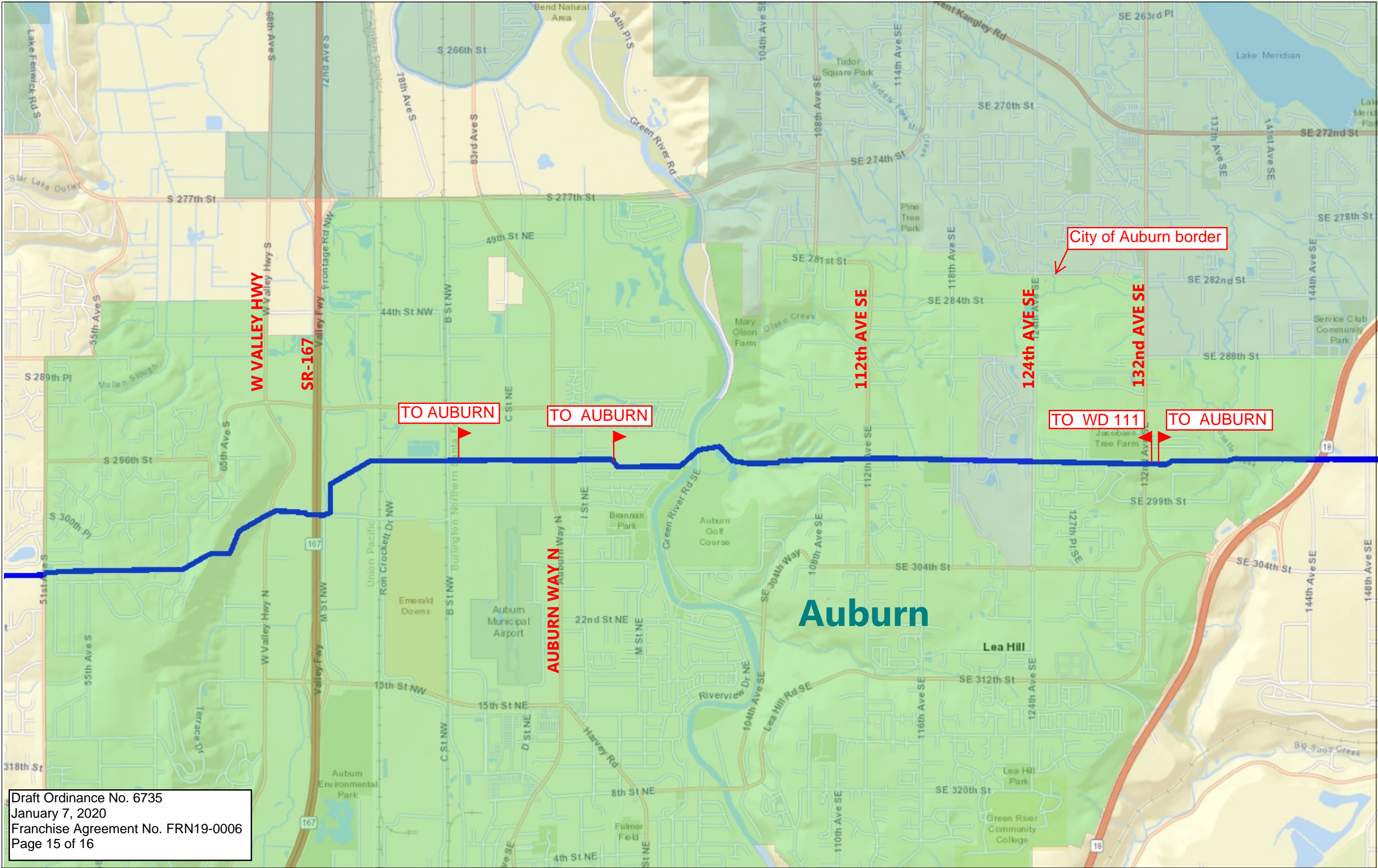
\_\_\_\_\_  
Shawn Campbell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kendra Comeau, City Attorney

Published: \_\_\_\_\_





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January 7, 2020  
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**Legend**

**City Limits**

- Algona
- Auburn
- Black Diamond
- Bonney Lake
- Buckley
- Burien
- Carbonado
- Covington
- Des Moines
- DuPont
- Edgewood
- Enumclaw
- Federal Way
- Fife
- Fircrest
- Gig Harbor
- Kent
- Lakewood
- Maple Valley
- Milton
- Normandy Park
- Orting
- Pacific
- Puyallup
- Renton
- Ruston
- SeaTac
- South Prairie
- Steilacoom
- Sumner
- Tacoma
- Tukwila
- University Place
- Wilkeson

**Transmission Mains**

- Surcharge Area
- Service Area Pending Acquisition

1:40,142

6,690.3 0 3,345.15 6,690.3 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd.

Date and Time: 6/5/2019 9:05 AM

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Notes**  
This map was automatically generated using Geocortex Essentials.



EXHIBIT "B"

STATEMENT OF ACCEPTANCE

City of Tacoma, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions and provisions of the Franchise attached hereto and incorporated herein by this reference.

[Grantee]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Scott Dewhirst  
Title: Water Superintendent

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared, \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_