

CITY OF BELLEVUE, WASHINGTON

ORDINANCE NO. 6922

AN ORDINANCE renewing the non-exclusive franchise granted by Ordinance No. 6275 to Olympic Pipe Line Company, LLC, a Delaware limited liability company for an additional ten (10) years; making minor updates and clarifications; providing for severability, and establishing an effective date.

WHEREAS, on February 15, 2016, the City Council adopted Ordinance No. 6275 granting the Olympic Pipe Line Company LLC (“Olympic Pipe Line”), a non-exclusive right within and through the franchise area of Bellevue, to construct, operate, maintain, remove, replace, and repair Olympic Pipe Line’s existing pipeline facilities for transportation of petroleum products; and

WHEREAS, the franchise granted by Ordinance 6275 had a term of ten (10) years, expiring on February 26, 2026, with the option to temporarily extend or renew for an additional ten (10) years; and

WHEREAS, on February 24, 2026, the City Council passed Resolution No. 10589 extending the terms and conditions of Ordinance No. 6275 to November 26, 2026 to allow the City and Olympic Pipe Line additional time to renew the franchise agreement;

WHEREAS, minor changes are necessary to update contact information and timelines, align the existing franchise agreement to insurance industry standards, and clarify the City’s rights; now, therefore

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Franchise Renewal. The term of the franchise granted to Olympic Pipe Line under Ordinance No. 6275 is hereby renewed for an additional ten (10) years with a new expiration date of June 9, 2036.

Section 2. The provisions of Ordinance No. 6275, as amended herein, remain in full force and effect.

Section 3. Section 4.2 of Ordinance No. 6275 is amended to read as follows:

4.2 The Effective Date of this Franchise shall be five (5) days after passage and legal publication of the renewal ordinance.

Section 4. Section 16.1 of Ordinance No. 6275 is amended to read as follows:

16.1 The Company shall procure and maintain for the duration of the Franchise insurance, or provide self-insurance, against all claims for injuries to persons or damages to property that may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Company, its agents, representatives, or employees. The Company shall provide an insurance certificate, together with an endorsement naming the City, its officers, elected officials, agents, employees, representatives, consultants, and volunteers as additional insureds on the Company's Commercial General Liability and Pollution Legal Liability policies, to the City upon the Company's acceptance of this Franchise, and upon any future request by the City during the term of the Franchise, and such insurance certificate shall evidence the following minimum coverages:

A. Commercial General Liability insurance, including coverage for premises operations, explosions, and collapse hazard, underground hazard and products completed hazard, with limits not less than \$100,000,000, per occurrence and in the aggregate, combined single limit for bodily injury, personal injury and property damage, including products and completed operations.

B. Automobile liability for owned, non-owned, and hired vehicles with a limit of \$2,000,000 for each person and \$2,000,000 for each accident, with such limits to be satisfied through a combination of primary and excess policies, at Company's option;

C. Worker's compensation, within statutory limits, and employer's liability insurance with limits of not less than \$2,000,000, with such limits to be satisfied through a combination of primary and excess policies, at Company's option;

D. Pollution Legal Liability, to be in effect throughout the ten (10) year term of this Franchise agreement, with a limit not less than \$50,000,000 per occurrence and in the aggregate for any pollution condition or occurrence commencing after August, 2000.

Section 5. Section 16.5 of Ordinance No. 6275 is amended to read as follows:

16.5 In addition to the coverage requirements set forth in this Section, the certificate of insurance shall provide that:

“The above-described policies will not be canceled before the expiration date thereof, without the company giving sixty (60) days written notice to the certificate holder.”

In the event of said cancellation or intent not to renew, the Company shall obtain and furnish to the City evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date.

Section 6. Section 20.3 of Ordinance No. 6275 is amended to read as follows:

20.3 The City's long-range construction or development plans are available for review on the City's website, <https://bellevuewa.gov/>. The City shall make available upon request copies of long-range plans to the Company in a physical media format. Construction plans for projects which may affect the pipeline may be submitted for review and comment to Company when applicable.

Section 7. Section 20.7 of Ordinance No. 6275 is amended to read as follows:

20.7 Company agrees to comply with applicable reporting requirements established by relevant state or federal regulatory authorities in the event of a leak, spill, rupture or other emergency involving a release from Company's pipeline within the Franchise Area. Upon request, Company shall make available to the City material information relating to any such event.

The Parties' emergency contacts are set forth below:

Company 1-888-271-8880 (24-Hour Emergency Hotline)

City (425) 452-6807 (Office of Emergency Management)

Section 8. Section 21 of Ordinance No. 6275 is amended to read as follows:

Section 21. All notices, demands, requests, consents, and approvals which may or are required to be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

City address:

City of Bellevue
450 110th Avenue NE
Bellevue, Washington 98004
Attention: Franchise Manager

With copy to:

City of Bellevue
450 110th Avenue NE
Bellevue, Washington 98004
Attention: City Clerk

Company:

Patsy Williams, President
Olympic Pipe Line Company 600
SE 39th St, Suite 275
Renton, WA 98057
Email: patsy.williams@bp.com

With copy to:

Susan Lifvendahl
BP, senior Counsel – US HSSE & Refining
30 S Wacker Drive
Chicago, IL 60606
Email: susan.lifvendahl@bp.com

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document

Section 9. Acceptance. Olympic Pipe Line shall signify its acceptance of the terms of this franchise renewal by signing the attached Franchise Renewal (Attachment A) and submitting the signed Franchise Renewal to the City of Bellevue within thirty (30) days of the effective date of this Ordinance.

Section 10. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this Ordinance.

Section 11. Effective Date. This Ordinance shall take effect and be in force five (5) days after passage and legal publication.

Passed by the City Council this _____ day of _____, 2026 and signed in authentication of its passage this _____ day of _____, 2026.

(SEAL)

Mo Malakoutian, Mayor

Approved as to form:
Trisna Tanus, City Attorney

Heather Jones, Assistant City Attorney

Attest:

Charmaine Arredondo, City Clerk

Published _____

Attachment A

FRANCHISE RENEWAL
ACCEPTANCE OF ORDINANCE NO. _____
OF THE CITY OF BELLEVUE

The undersigned, Olympic Pipe Line, a Delaware limited liability corporation, hereby accepts Ordinance No. _____(Franchise Renewal), which was passed by the City Council of the City of Bellevue, Washington on _____, 2026 and is entitled:

AN ORDINANCE renewing the non-exclusive franchise granted by Ordinance No. 6275 to Olympic Pipe Line Company, LLC, a Delaware limited liability company for an additional ten (10) years; making minor updates and clarifications; providing for severability, and establishing an effective date.

IN TESTIMONY WHEREOF, said Olympic Pipe Line has caused this written Acceptance to be executed in its name by its undersigned authorized signer, thereunto duly authorized on this ____ day of _____, 2026 and declares that it has carefully read the terms and conditions of the foregoing Franchise Renewal and accepts all of the terms and conditions of the Franchise Renewal and agrees to abide by the same.

OLYMPIC PIPE LINE

Name: _____

Title: _____

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2026.
Print Name: _____ Notary Public in and for the State of Washington,
Residing at: _____
My Commission expires: _____

Copy received for the City of Bellevue on _____

Attest:

Charmaine Arredondo, City Clerk