

ORDINANCE NO. 651

AN ORDINANCE GRANTING TO SEATTLE GAS COMPANY, A WASHINGTON CORPORATION, AND A PUBLIC UTILITY SELLING AND DISTRIBUTING GAS WITHIN THE STATE OF WASHINGTON THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, ALLEYS, LANES AND OTHER PUBLIC PLACES AND WAYS OF THE CITY OF KIRKLAND, WASHINGTON, FOR CONSTRUCTING, MAINTAINING, REPAIRING, RENEWING AND OPERATING A GAS DISTRIBUTION SYSTEM AND ACCESSORIES WITHIN AND THROUGH THE CITY OF KIRKLAND, WASHINGTON.

THE CITY COUNCIL OF THE CITY OF KIRKLAND DO ORDAIN AS FOLLOWS:

Section 1: The right is hereby granted to SEATTLE GAS COMPANY, hereinafter referred to as the Grantee, to lay, construct, extend, maintain, repair, renew and replace gas pipes and gas mains and accessories under, along and or across any and all streets, avenues, roads, alleys, lanes and other public places and ways in the City of Kirkland, Washington, and all territory hereafter lawfully annexed to said City, and to use and occupy said streets, avenues, roads, alleys, lanes and other public places and ways for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains and pipes and all appurtenances thereto and accessories used and or useful for the manufacture, transmission and sale and distribution of gas within and through the present or future territorial limits of the City of Kirkland, Washington, for the term of twenty-five (25) years from and after the effective date of this ordinance, except as hereinafter provided.

Section 2: Rights herein granted shall be subject to and governed by this ordinance; provided, however, the City Council expressly reserves unto itself all its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent herewith, but no ordinance shall be passed requiring the Grantee to pay a license fee for or any tax upon the franchise hereby granted.

Section 3: The location of all mains, laterals and appurtenances, their depth below the surface of the ground or grade of any such streets, avenues, roads, alleys, lanes and other public places and ways shall be

determined and fixed by the City Engineer, or such engineer or engineers as the Mayor shall appoint; and before any work is done by the Grantee under this franchise, it shall first file with the Council an application for a permit to do such work, accompanied by blueprints showing the position and location of all such mains and/or laterals and meter boxes, plugs etc. sought to be constructed, laid, installed or erected at that time and their relative positions to existing streets, avenues, roads, alleys, lanes and other public places or ways, and showing the location of local improvements such as sidewalks, curbs, gutters and property lines, turnouts, parking strips, telephone or electric distribution poles, conduits, sewer or water pipe lines etc. as may exist in or on ground sought to be occupied.

Section 4: The grantee in such application shall specify the class and type of material to be used and the equipment to be used and the mode of safeguarding and facilitating public traffic during construction.

All such material and equipment shall be first class and shall meet with the approval and pass all requirements of said Engineer, and the Grantee shall pay to the City of Kirkland all costs of and expenses incurred in the examination, inspection and supervision of such work on account of the granting of said permit.

Section 5: The Grantee shall leave all streets, avenues, roads, alleys, lanes, public places and ways, after laying and installing, mains and doing construction work, making repairs to equipment etc., in as good and safe condition in all respects as they were before the commencement of such work by the Grantee, its agents or contractors. In case of any damage to said streets, avenues, roads, alleys, lanes, public places and ways, or to pavement, turnouts, gutters, ditches, walks, drain pipes, rails, bridges, trestles, wharves or landings by the Grantee, said Grantee shall immediately repair said damage at its sole cost and

expense. The City Council may at any time, do, order and have done any and all work considered necessary to restore to a safe condition any such streets, avenues, roads, alleys, lanes, public places and ways, or pavement, turnouts, gutters, ditches, walks, drain pipes, rails, bridges, trestles, wharves or landings left by the Grantee or its agents in a condition dangerous to life or property, and the Grantee, upon demand, shall pay to the City of Kirkland all costs of such construction or repair and of doing such work.

Section 6: The Grantee, by the acceptance of this franchise, hereby agrees, for itself, its successors and assigns, to protect and save harmless the City of Kirkland from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of any faulty construction, defective material or equipment or maintenance, or by the improper occupation of said streets, avenues, roads, alleys, lanes, public places and ways by the Grantee, or by reason of the negligent, improper or faulty manner of safeguarding any excavation, temporary turnouts or inefficient operation by the Grantee of its said pipe lines as hereinbefore designated; and in case suit or action is brought against said City of Kirkland for damages arising out of or by reason of any of the above mentioned causes, the Grantee, its successors and assigns, will, upon notice to it or them of the commencement of said action, defend the same at its or their sole cost and expense; and in case judgment shall be rendered against the City of Kirkland in such suit or action, the Grantee will fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined, if determined adversely to the City of Kirkland, provided, the Grantee herein, its successors and assigns, shall have the right to employ its or their own counsel in any cause of action or be given the management of the defense thereof.

Section 7: If at any time the City of Kirkland deems it advisable to improve any of its streets, avenues, roads, alleys, lanes, public places and ways by grading or regrading such streets, avenues, roads, alleys, lanes, public places and ways, or paving, altering, changing, repairing or reimproving the same, the Grantee, upon written notice by the City of Kirkland, shall, at its own expense, immediately so raise, lower or move its line of pipes to conform to such new grades as may be established, or place said pipes in such location or position as shall cause the least interference with any such improvements, and said City of Kirkland shall in nowise be held liable for any damages to said Grantee that may occur by reason of such improvements, repairs or maintenance or by the exercise of any rights reserved in this grant. If the City of Kirkland shall improve such streets, avenues, roads, alleys, lanes, public places and ways, the Grantee shall, on written notice by the City of Kirkland, at its own expense, replace such pipe or pipes as may be in or through the improved grade of such improvement with pipe or pipes of such material as shall conform to the specifications for the improvement of such streets, avenues, roads, alleys, lanes, public places and ways.

Section 8: This grant shall not be exclusive and shall in no manner prohibit the City of Kirkland from granting other franchises of a like nature or franchises for other public or private utilities over, along, across, under and upon any of such streets, avenues, roads, alleys, lanes, public places and ways, and shall in nowise prohibit or prevent the City of Kirkland from using any of said streets, avenues, roads, alleys, lanes, public places and ways, with full power to make all necessary changes, relocations, repairs, maintenance etc. of same as said City of Kirkland may deem fit.

Section 9: All of the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Grantee, and all privileges of the Grantee shall inure to its successors and assigns.

Section 10: If the Grantee, its successors or assigns, shall willfully violate or fail to comply with any of the provisions of this grant, or through willful or unreasonable negligence fail to heed to any notice given to the Grantee under the provisions of this grant, then the said Grantee, its successors or assigns, shall, at the election of the Council of the City of Kirkland, forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the City Council of Kirkland.

Section 11: The Grantee, its successors or assigns, shall commence construction work under this franchise within one(1) year from and after its commencement of the distribution of natural gas in the King County area; provided, that if natural gas is not made available to the City of Kirkland by January 1, 1956, all rights of the Grantee hereunder, at the election of the City Council of Kirkland, shall be deemed forfeited and this franchise revoke and annulled.

Section 12: This ordinance shall be in full force and effect from and after its passage and publication according to law and its acceptance by the Grantee.

Introduced the 15th day of June, 1953.

Passed and approved the 6th day of July, 1953.

Alfred E. Ireland
Mayor

I hereby certify that the foregoing is a true and correct copy of an Ordinance of the City of Kirkland and that the same was published or posted according to law, said Ordinance being No. 651

and entitled "An Ordinance as above."

Attest:
Robert R. Vitch
City Clerk

Approved as to form:
Charles W. Johnson Jr.
City Attorney

The undersigned hereby accepts all the rights and privileges of the above granted franchise, subject to all the terms, conditions and obligations contained therein.
Dated this _____ day of _____, 1953.

SEATTLE GAS COMPANY
By Alley Sellet
PRESIDENT