

RESOLUTION NO. 427

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF A CONTRACT WITH PUGET SOUND POWER &
LIGHT COMPANY FOR FURNISHING

MERCURY VAPOR STREET LIGHTING
(Service Furnished)

WHEREAS, PUGET SOUND POWER & LIGHT COMPANY has
offered to furnish for a period of five (5) years,
upon the terms set forth in the following proposed form of contract, to-wit:

MERCURY VAPOR STREET LIGHTING

SCHEDULE 54 - TARIFF I

NOW, THEREFORE, BE IT RESOLVED by the Council
(Council or Commission)

of the City of Kirkland that a
(City or Town)

contract be entered into with Puget Sound Power & Light Company for the furnishing of
Mercury Vapor Street Lighting

upon the terms above proposed, and that the Mayor be and he hereby is authorized
and directed to execute and deliver such contract on behalf and in the name of the

City of Kirkland, and the Clerk be and he hereby is authorized
(City or Town)

and directed to attest such contract and to affix thereto the seal of the

City of Kirkland
(City or Town)

Duly adopted this 15th day of JULY, 1954.

Alfred E. Reland
Mayor.

ATTEST:

Lawrence L. Tittel
Clerk.

in the total principal sum of \$10,102.22. Said bonds shall be dated September 1, 1952, shall be in denominations of \$200.00 each, except for bond No. 1, which shall be in the denomination of \$302.22, shall be numbered 1 to 50 inclusive, shall bear interest at the rate of five per cent per annum payable annually on September first of each year, and shall mature in twelve years from date. Said bonds shall be payable at the office of the City Treasurer in Kirkland, Washington, in lawful money of the United States of America.

Said bonds shall be redeemable at par in numerical order on any interest payment date whenever there shall be sufficient money in Local Improvement District No. 95 Fund to pay the same and all unpaid bonds of this issue which are prior in numerical order to the last bond to be redeemed over and above an amount sufficient for the payment of the interest next accruing on all the unpaid bonds of this issue. Notice of such intended redemption shall be given by one publication thereof in the official city newspaper not more than twenty nor less than ten days prior to such redemption date.

Section 2. Said bonds shall be in substantially the following form:

No. 1	\$302.22
No.	200.00

UNITED STATES OF AMERICA
STATE OF WASHINGTON, CITY OF KIRKLAND

LOCAL IMPROVEMENT DISTRICT No. 95

N.B. Neither the holder nor the owner of any bond or warrant issued under the provisions of this act shall have any claim therefor against the city or town by which the same is issued, except for payment from the special assessments made for the improvement for which said bond or warrant was issued, and except as against the local improvement guaranty fund of such city or town, and the city or town shall not be liable to any holder or owner of such bond or warranty for any loss to the guaranty fund occurring in the lawful operation thereof by the city or town. The remedy of the holder or owner of a bond

or warranty in case of non-payment, shall be confined to the enforcement of the assessment and to the guaranty funds.

THE CITY OF KIRKLAND, WASHINGTON, a municipal corporation of the State of Washington, hereby promises to pay to bearer the sum of

TWO HUNDRED DOLLARS

in lawful money of the United States of America, with interest thereon from the date hereof at the rate of 5% per annum payable annually upon presentation and surrender to the City Treasurer of this bond and the annexed interest coupons as they severally become due.

This bond, both principal and interest, is payable only out of Local Improvement District No. 95 Fund, created by Ordinance No. 607 of the City, and from the Local Improvement Guaranty Fund of the City created by Chapter 209, Session Laws of 1927.

This bond is one of an issue of bonds aggregating in all the principal sum of \$10,102.22, and is payable on or before September 1, 1964, and is subject to call by the Treasurer of said City on any annual interest payment date whenever there shall be sufficient money in said Local Improvement District No. 95 Fund to pay the same and all unpaid bonds of the issue of which this is one which are prior in numerical order to this bond, over and above an amount sufficient for the payment of the interest next accruing on the unpaid bonds of this issue.

In case this bond is called for payment before its final maturity, each and every interest coupon not accrued at the time of such payment shall be void. Call for payment of this bond shall be made by the City Treasurer by one publication of such call in the official city newspaper not more than twenty nor less than ten days prior to said call date, and when such call is made this bond shall be paid on the day the next interest coupon thereon shall become due after such call.

IN WITNESS WHEREOF, the City of Kirkland, Washington, has caused this bond to be signed by its Mayor, and attested by its Clerk under the corporate seal of the City, and has caused the interest coupons hereto attached to be executed with the facsimile signatures of said officials this 1st day of September, 1952.

CITY OF KIRKLAND, WASHINGTON

By _____
Mayor

ATTEST

City Clerk

The interest coupons to be attached to said bonds shall be in substantially the following form:

Bond No. 1 (\$15.11)
No. (\$10.00)

On the first day of September, 19 , the City of Kirkland, Washington, will pay to bearer at the office of the City Treasurer, the sum of TEN DOLLARS in lawful money of the United States of America, said sum being the interest due that date on bond numbered of Local Improvement District No. 95 of the City, out of Local Improvement District No. 95 Fund; provided, that this coupon is subject to all the terms and conditions contained in the bond to which it is attached.

CITY OF KIRKLAND, WASHINGTON

By _____ Mayor

ATTEST:

City Clerk

PASSED by the Council of the City of Kirkland, and approved by its Mayor this 8th day of September, 1952.

CITY OF KIRKLAND, WASHINGTON

By Alfred E. Leland Mayor

ATTEST:

Loren L. Vitch
City Clerk

MERCURY VAPOR STREET LIGHTING CONTRACT

PUGET SOUND POWER & LIGHT COMPANY, herein called "Company," and.....

CITY OF KIRKLAND....., herein called "Purchaser," agree as follows:

FIRST: TYPE OF SERVICE. This contract covers mercury vapor street lighting service only.

SECOND: DELIVERY. The Purchaser agrees for a period of five.....consecutive years beginning May 21....., 1954, to buy exclusively from the Company and the Company agrees during said period to furnish to the Purchaser all of the electricity required to operate the following mercury vapor street lighting installations of the Purchaser: **located in the City of Kirkland business area.**

80 - 16,000 lumen (400 watts) vertical burn, Purchaser-owned fixtures installed on Purchaser-owned system.

Rate: \$39.00 per lamp per year.

THIRD: RATES. Purchaser agrees to pay the annual rate applicable to the service furnished for each lamp in accordance with Schedule 54 of the Company's Electric Tariff No. 1..... filed with the Washington Public Service Commission, said schedule being as follows:

<i>System Ownership</i>	<i>Vertical 16,000 Lumen (400 Watts)</i>	<i>20,000 Lumen (400 Watts)</i>
Purchaser-Owned system, per lamp per year.....	\$39.00	\$48.00
Purchaser-owned fixtures on Company-owned poles per lamp per year.....	\$45.00	\$54.00

Said rates are subject to change from time to time in accordance with the laws of the State of Washington, and whenever a new schedule of rates for the same class of service becomes effective the Purchaser shall thereafter pay the new rates; provided, if the new rates are higher than the rates previously applicable, the Purchaser shall be entitled to cancel this contract within thirty (30) days after the effective date of the new rates.

FOURTH: INSTALLATION. A wholly-owned system of the Purchaser shall be complete in every respect, including lamps, lamp standards, brackets and all wiring and, if needed, relays, time clocks and/or electric eyes. All such equipment and the type and character of installation shall be subject to the Company's approval prior to installation and the entire installation shall be made by Purchaser without expense to the Company. All Purchaser-owned equipment to be installed on Company-owned poles shall be furnished by Purchaser completely assembled (including wiring) ready to install with all necessary accessories, including ballast, lamps, brackets and related materials, and, if needed, relays, time clocks and/or electric eyes. All such equipment shall be subject to Company's approval prior to installation and shall be installed by the Company at its expense on existing poles. Such equipment shall remain the property of the Purchaser. Changes in the location of any Purchaser-owned equipment on Company-owned poles shall be made by the Company upon the written request and at the expense of the Purchaser.

FIFTH: ADDITIONAL FIXTURES. Additional lights in a Purchaser-owned system or additions thereto, or additional Purchaser-owned fixtures on Company-owned poles, shall be erected only when mutually agreed upon and all thereof shall be subject to all of the provisions of this contract. The Company will replace any lamp with an acceptable lamp of a different size included under this rate schedule, provided all such replacement equipment shall be furnished by the Purchaser.

SIXTH: LINE EXTENSIONS. Underground wiring will not be furnished by the Company for any service under this contract, and Company extensions of overhead wiring shall not exceed 500 feet to serve each fixture. If any poles in addition to existing Company poles are required the Purchaser shall pay the cost of such poles and their installation.

SEVENTH: SERVICE TO BE FURNISHED. Service under this contract shall be furnished each night continuously from dusk to dawn. The Company will supply lamp renewals, glassware cleaning and replacement, and system maintenance but shall not be responsible for normal wear and depreciation of Purchaser's equipment nor for damage by the Purchaser or third parties. Burned-out lamps shall be promptly replaced by the Company with equivalent mercury vapor lamps of standard pattern then in general use; and in case replacement is not made within twelve hours after notice the monthly charge for any such lamp shall be reduced in proportion to the period of such delay. Purchaser shall pay for replacement of parts damaged or broken by Purchaser or his agents or by third parties due to accidents or otherwise.

EIGHTH: POWER FACTOR. The Company may at any time require the Purchaser to install the proper apparatus to operate such equipment at a power factor of not less than 90%.

NINTH: BILLING. Bills shall be rendered monthly for one-twelfth of the annual rate applicable to the lights installed and shall be payable on or before the 15th of each succeeding calendar month.

TENTH: SERVICE INTERRUPTIONS. The Company shall use reasonable diligence to furnish uninterrupted service and shall not be liable for any interruptions caused by strikes and/or other labor disputes, accidents or acts of God, or any cause beyond the control of the Company, or by the necessity for making repairs or changes in the Company's equipment and facilities. The Purchaser waives and shall not assert any claims against the Company for damages to the Purchaser caused by any suspension, interruption, failure or curtailment of service by the Company under this agreement attributable in any manner to national or local emergency, including voluntary cooperation by the Company in any method of operation or in any program recommended or requested by civil or military authorities. No temporary interruption shall cancel this contract. No charge shall be made for service during the period of any interruption unless the Purchaser is responsible therefor.

ELEVENTH: CANCELLATION. The Company shall have the right to cancel this contract if any part of the Company's property used for the rendition of this service is taken by eminent domain, or if such service can no longer be rendered by reason of franchise expiration and the inability of the Company to secure a renewal thereof.

Dated this 15th day of JULY, 19 54.

Witness or Attest:

CITY OF KIRKLAND

PURCHASER

Heren L. Tutel, City Clerk
TITLE

By Alfred E. Peland Mayor
TITLE

Witness:

PUGET SOUND POWER & LIGHT COMPANY

By E. F. PLYMIRE
General Commercial Manager