

RESOLUTION NO. 450

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

**MUNICIPAL STREET LIGHTING**

(Service Furnished)

WHEREAS, PUGET SOUND POWER & LIGHT COMPANY has  
offered to furnish for a period of Ten (10) years,  
upon the terms set forth in the following proposed form of contract, to-wit:

**MUNICIPAL STREET LIGHTING**

NOW, THEREFORE, BE IT RESOLVED by the **Council**  
(Council or Commission)  
of the **City** of **Kirkland**  
(City or Town) that a

contract be entered into with Puget Sound Power & Light Company for the furnishing of  
**Municipal 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**  
(City or Town), and the Clerk be and he hereby is authorized

and directed to attest such contract and to affix thereto the seal of the **City of**  
**Kirkland**  
(City or Town)

Duly adopted this 16 day of JUNE, 19 58

*Bym Baggely*  
Mayor

ATTEST:  
*Geo. A. Campbell*  
Clerk.

# MUNICIPAL STREET LIGHTING CONTRACT

PUGET SOUND POWER & LIGHT COMPANY, herein called "Company", and the CITY  
(Town or City)  
of KIRKLAND, a municipal corporation of the State of Washington, herein called  
"City", agree as follows:

FIRST: This contract covers incandescent street lighting service only.

SECOND: The City agrees for a period of 10 consecutive years, beginning May 20,  
1958, to buy exclusively from the Company at the rates herein fixed all electric current required for incandescent lighting of the streets, avenues, alleys and other public places of said City, and the Company agrees during said period to furnish all such electric current and for the same consideration to install overhead street lights and to maintain lamps and equipment as herein specified.

Such electric lighting service shall be furnished each night continuously from dusk to dawn.

THIRD: RATES — Following is the schedule of rates applicable to this service, same being Schedule 50 of the Company's Electric Tariff No. 1, filed with the Washington Public Service Commission:

I. Overhead Street Lighting Service:

Lamp Size	Open Reflector		Light Directing	
	Short Bracket	Long Pipe or Suspension	Short Bracket	Long Pipe or Suspension
Installations of 5 to 9 Lamps — Annual Rate Per Lamp:				
1,000 lumen .....	\$15.00	\$15.00	\$18.60	\$23.10
1,500 lumen .....	19.80	19.80	23.40	27.90
2,500 lumen .....	23.00	23.00	28.60	31.10
4,000 lumen .....	25.50	31.40	28.80	33.60
6,000 lumen .....	30.80	36.60	34.00	38.80
10,000 lumen .....			48.60	53.40
Installations of 10 to 150 Lamps — Annual Rate Per Lamp:				
1,000 lumen .....	\$12.00	\$12.00	\$15.60	\$19.70
1,500 lumen .....	18.00	18.00	21.60	26.10
2,500 lumen .....	21.20	21.20	24.40	29.40
4,000 lumen .....	23.70	29.60	27.00	31.80
6,000 lumen .....	29.00	34.80	32.20	37.00
10,000 lumen .....			46.80	51.60
Installations of Over 150 Lamps — Annual Rate Per Lamp:				
1,000 lumen .....	\$10.20	\$10.20	\$13.80	\$17.90
1,500 lumen .....	16.20	16.20	19.80	24.30
2,500 lumen .....	19.40	19.40	22.60	27.50
4,000 lumen .....	21.90	27.80	25.20	30.00
6,000 lumen .....	27.20	33.00	30.40	35.20
10,000 lumen .....			45.00	49.80

Fixtures and reflectors as classified in above rate schedule are to conform with the Company's engineering standards. Shades or refractors shall not be required, except as provided for in type of fixture to be installed. Where the rates per lamp are the same for different types of mountings, the Company shall elect the mounting to be used.

All lamps and equipment furnished or used for the rendition of this electric service are understood to be and remain the property of the Company unless otherwise specified.

All existing lamps and street lighting equipment shall be continued in use without change, unless the City orders an improved type of fixture or installation as shown on the rate schedule in-

cluded herein and of equal or larger size. The Company reserves the right to change lamps, lamp location and/or equipment to provide an equal or improved street lighting system where distribution line modernization or replacement is necessary.

Lamps once installed shall not be abandoned during the life of this contract but the Company shall at the expense of the City change the location of any lamp whenever directed by the City, and the size of the lamps may be changed by the City from time to time by notifying the Company in writing. Additional lamps shall be installed by the Company, when and where designated by the City; provided, line extensions shall not exceed five hundred (500) feet of circuit on existing poles for each additional lamp.

2. Ornamental Street Lighting Service:

The Company will supply the current and lamp renewals on ornamental systems of not less than 10 lamps, the ornamental system to be installed and owned by the municipality.

Rate: 2¼c per K.W.H. for current and lamp renewals.

The annual K.W.H. shall be the result of multiplying the lamp rating in K.W. by 4000 hours.

Fixtures and equipment shall be furnished, installed and paid for by the City and must conform with the Company's engineering standards and must be installed in a manner acceptable to the Company. Approval of fixtures and equipment by the Company should be obtained prior to the purchase of any equipment.

The Company will supply such equipment as necessary in order to furnish service with the proper characteristics at the point of delivery to the City's street lighting system.

Additional lamps may be installed by the City from time to time subject to all the provisions of this contract.

Lamps, once installed, shall not be abandoned during the life of this contract but the Company shall at the request of the City, whenever directed by the City, change the size of the lamps from time to time at the request of the City in writing.

FOURTH: The City may at its option substitute the schedule given below in whole, but not in part, for that contained in Section Third, Item 2.

Following is the schedule of rates applicable to this service, the same being Schedule No. 52 of the Company's Electric Tariff No. ...., filed with the Washington Public Service Commission. Schedule 52 is subject to all the terms and conditions of Schedule 50:

For Ornamental Street Lighting Service:

<u>Lamp Size</u>	<u>Rate Per Mo.</u>
1,000 lumen .....	\$0.45
1,500 lumen .....	0.75
2,500 lumen .....	1.10
4,000 lumen .....	1.35
6,000 lumen .....	1.90
10,000 lumen .....	3.10

The Company will supply the current, lamp renewal, glassware cleaning, and replacement and all maintenance of system, normal wear and depreciation excepted.

FIFTH: Lamps of standard pattern and of a type in general use for street lighting purposes shall be furnished and maintained by the Company under this contract and, upon notice of burn out, shall be promptly replaced.

SIXTH: Said rates are subject to change in accordance with the laws of the State of Washington and whenever a new schedule of rates for the same service is made effective the City shall thereafter pay the new rates; provided, if the new rates are higher than those herein fixed, the City shall be entitled to cancel this contract.

SEVENTH: Bills will be rendered under this contract in accordance with billing periods provided in Schedule 81 of this Tariff and annual charges specified herein will be prorated accordingly. Such bills are due when rendered and past due ten days thereafter.

EIGHTH: The Company shall use reasonable diligence to furnish uninterrupted service but shall not be liable for interruptions caused by strikes and/or other labor disputes, accidents or acts of God or by any cause beyond the control of the Company, or by the necessity for making repairs or changes in the Company's equipment and facilities, and the City waives and shall not assert any claims against the Company for damages to the City caused by any suspension, interruption, failure or curtailment of service by the Company under this agreement attributable in any manner to national war 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 City is responsible therefor.

NINTH: 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 it can no longer be maintained by reason of franchise expiration and the inability of the Company to secure a renewal thereof.

Dated this 16 day of JUNE, 19 58.

Attest:

**CITY OF KIRKLAND**

Geo. A. Campbell  
City Clerk

By Bruce Baggot  
Mayor

Witness:

**PUGET SOUND POWER & LIGHT COMPANY**

A. Ariman

By C. Patrick Johnson *HBA*  
C. Patrick Johnson  
Vice President

STREET LIGHTING SYSTEM

TARIFF I, SCHEDULE 50

CITY OF KIRKLAND

	<u>Annual Billing</u>
223 - 1500 lumen open reflector street lighting units, short brackets, @ \$16.20 per unit per year	\$ 3,612.60
84 - 1500 lumen open reflector street lighting units, suspension, @ \$16.20 per unit per year	1,360.80
38 - 6000 lumen light directing units, mounted on short brackets @ \$30.40 per unit per year	<u>1,155.20</u>
Total annual billing	\$ 6,128.60
Total monthly billing	\$ 510.72

Inventory taken 5/12/58