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ORDINANCE NO. 1251

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, GRANTING AN EXCLUSIVE FRANCHISE TO THE SNO-KING GARBAGE COMPANY FOR THE OPERATION OF A GARBAGE AND REFUSE COLLECTION AND REMOVAL BUSINESS IN THE CITY OF REDMOND.

WHEREAS, Ordinance No. 1180 of the City of Redmond granted a non-exclusive franchise to the Sno-King Garbage Company for the operation of a garbage and refuse collection and removal business in the City of Redmond, and

WHEREAS, the provisions of the franchise were never accepted by Sno-King Garbage Company, further negotiation being needed, and

WHEREAS, the City Council of the City of Redmond, Washington, finds that the following franchise will be in the best interest of the public health, safety and general welfare, the conditions thereof have been agreed to by Sno-King Garbage Company, and was passed more than five (5) days after its introduction, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 1180 of the City of Redmond is hereby repealed.

Section 2. Franchise Granted - Term. The City of Redmond hereby grants to the Sno-King Garbage Company (hereinafter referred to as "franchisee") an exclusive franchise to operate a garbage and refuse collection and removal business in the City of Redmond. The term of this franchise shall be until April 1, 1989, at which time it shall automatically expire.

Section 3. Rates. Rates and service charges required of customers served by the franchisee shall be filed in writing with the Public Works Director of the City and shall be subject to approval by the City Council prior to their effective date.

Section 4. Newly Annexed Areas. In the event the City annexes areas within which the franchisee has an existing franchise for garbage and refuse collection and disposal, franchisee agrees that said franchise shall be deemed cancelled upon the effective date of any such annexation. Franchisee agrees to continue to service the newly annexed area for the term of this franchise and agrees that it waives any and all claims for compensation from the City for the cancellation of the previous franchise and further agrees that it waives any request for extension of time on this franchise due to such cancellation. Notwithstanding the foregoing provisions of this section, in the event that the franchisee feels that the application of this Section 3 with respect to any area annexed to the City subsequent to passage of this ordinance, works a significant financial hardship upon franchisee then it shall have the right to request a waiver of application of the provisions of this section by the City Council, and to present its arguments in support of such request to the Council. Upon receipt of such request, the City Council shall hear the arguments of the franchisee and shall determine, in the sole discretion of the City Council, whether a partial or complete waiver of applications of the provisions of this Section 3 should be granted.

Section 5. Indemnity. The franchisee, by accepting this franchise, hereby agrees for itself and its successors to release, protect, defend and save harmless the City of Redmond from all claims, actions or damages of any kind and description which may occur to or be suffered by any person or persons, corporation or property arising, directly or indirectly, out of the operation of franchisee's business, whether it is alleged that any act of the City, its officers or employees caused or contributed thereto. With respect to the City, franchisee specifically waives its immunity under Title 51 of the Revised Code of Washington, the Industrial

Insurance Act, for injuries to its employees, and agrees that the obligation to indemnify, defend and hold harmless the City extends to any claim, demand or cause of action brought by or on behalf of any employee of Sno-King, against the City, its officers, agents or employees. Provided however, that nothing herein shall be deemed to require the franchisee to indemnify the City for injury to persons and/or property arising from the sole negligence of the City. In case of suit or action brought against the City for damages arising out of or by reason of any of the above mentioned causes franchisee agrees to pay all City's cost of defense, including reasonable attorneys' fees and if judgement is rendered against the City in such suit or action, franchisee will fully satisfy said judgement, if any.

Section 6. Insurance. Franchisee agrees to obtain and continuously maintain public liability and property damage insurance in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence and in a form approved by the City Attorney. The franchisee shall submit such evidence of insurance within fifteen (15) days after the effective date of this ordinance. The policy of insurance shall contain a provision that it will not be reduced or cancelled without at least thirty (30) days prior written notice to the City. The contract of insurance shall also specifically include contractual liability insurance affording coverage for the franchisee's obligations contained in section 5 of this ordinance.

Section 7. Reservation of Rights. Rights granted herein shall be subject to and governed by this ordinance; provided, however, the City expressly reserves unto itself all its police power to adopt general ordinances necessary to protect the safety and health of the citizens of Redmond in relation to the rights herein granted.

Section 8. Successors and Assigns. All of the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the franchisee and all privileges of the franchisee shall inure to its successors and assigns.

Section 9. Assignment/Sale Prohibited. No sale, lease or assignment of this franchise to another agency by the franchisee shall be effective before and unless the Redmond City Council approves such sale, lease or assignment.

Section 10. Revocation. In the event of a violation of any of the provisions of this ordinance, the franchise granted herein may be revoked or suspended by the City Council. Complaints for termination and/or suspension of this franchise shall be filed with the Public Works Director and mailed to the franchisee. Prior to any decision, the City Council shall conduct a hearing and at the conclusion thereof, may revoke or suspend the franchise rights granted herein.

Section 11. Appeals. The decision of the City Council shall be final with respect to matters set forth in this ordinance. Any appeal of the Council's decision must be served and filed in King County Superior Court within ten (10) days of the date of the City Council's decision. The person appealing such decision shall bear all costs of preparing and certifying the record of proceedings required by the court.

Section 12. Other Remedies. In addition to suspension and/or revocation, the City may enforce the terms of this franchise by appropriate suit, including a suit for specific performance. In the event either party brings suit to enforce the terms of this franchise, the prevailing party shall be awarded its costs, including reasonable attorneys' fees.

Section 13. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be in-

valid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase or this ordinance.

Section 14. Effective Date. Franchisee shall signify acceptance of the terms of this franchise by signing the original ordinance and/or by operating a garbage and refuse collection and removal business in Redmond. This ordinance shall be in full force and effect five (5) days after passage and publication by posting as provided by law.

APPROVED:

Doreen Marchione
MAYOR, DOREEN MARCHIONE

ATTEST/AUTHENTICATED:

Doris A. Schaible
CITY CLERK, DORIS A. SCHAIBLE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY Jerry C. Martin

FILED WITH THE CITY CLERK: April 30, 1985
PASSED BY THE CITY COUNCIL: June 4, 1985
POSTED: June 6, 1985
EFFECTIVE DATE: June 11, 1985
ORDINANCE NO. 1251

Accepted by Franchisee this 4th day of June, 1985.

SNO-KING GARBAGE COMPANY

Ralph J. Scilla
Title: Assistant Secretary