

ORDINANCE NO. 1440

**ORIGINAL**

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON GRANTING WASHINGTON NATURAL GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, A GAS FRANCHISE, AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO.

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

Section 1. Gas Franchise Granted. The City of Redmond in King County, Washington, hereinafter called "Grantor" hereby grants to Washington Natural Gas Company, a Washington corporation, herein called "Grantee", its successor and assigns, for the full term of twenty-five (25) years from the date of acceptance hereof by the Grantee, the right, privilege and authority and franchise to construct or otherwise acquire and to own, maintain, equip and operate plants and works and all necessary or desirable appurtenances thereto for the purchase, transmission and distribution of artificial, natural and/or mixed gas, hereinafter referred to generally as "gas", including the right to construct, lay, extend, maintain, renew, remove, repair, replace, use and operate gas pipes and gas mains and all appurtenances and appendages thereto, in, under or on or across the present and future public streets, avenues, alleys, highways, bridges, easements and other public places within the present or any future corporate limits of the Grantor or its successors, for the purpose of distributing, supplying and selling gas to Grantor or its successors, and to persons and corporations within and beyond the present or future corporate limits thereof.

Section 2. Reservation of rights by City. Rights herein granted shall be subject to and governed by this ordinance; provided, however, that the Grantor 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 Grantee to pay any license fee for or any tax upon the franchise hereby granted.

Section 3. Location and relocation of Grantee's facilities.

Grantee's facilities shall be so located or relocated and so erected as to interfere as little as possible with traffic over such streets, avenues, alleys, highways, bridges, easements and other public places, and with

reasonable egress from and ingress to abutting property, provided, however, that Grantee shall not break up or obstruct any street, alley, or public thoroughfare, except in emergencies, without express permission from the Director of Public Works or other appropriate City official. When any portion of a street is excavated by Grantee in the location, relocation, replacement or repair of any of its facilities, the portion of the street so excavated shall, within a reasonable time, and as early as practicable after such excavation, be replaced by the Grantee at its expense and in as good as structural condition as it was at the time of such excavation, all in accordance with the applicable rules and regulations of the Department of Public Works and other interested agencies and officials of Grantor. If Grantee shall fail to leave portions of any street so excavated in as good as structural condition as it was at the time of such excavation, City may, after reasonable notice of not less than fifteen (15) days to Grantee in writing, do, order and have done any and all work considered necessary to restore to a safe condition the portion of the street so excavated, and the Grantee, upon demand, shall pay to the Grantor the reasonable costs of such construction or repair in doing such work.

Whenever Grantee shall contemplate laying gas mains or other gas pipes in any street, avenue, alley, highway or other public place within the present or future corporate limits of the Grantor, Grantee shall file with the City's Department of Public Works a map showing the proposed location thereof in such street, avenue, alley, highway or other public place and shall describe the method of pipe installation, by open excavation, underground boring or punching. If the location proposed does not interfere with existing or contemplated sewers, water pipes or other public utilities or facilities the Director of Public Works shall approve said map and installation and the same shall thereafter be considered as the official location of such mains and pipes, but if said proposed location or method of installation would interfere with said existing or contemplated sewers, water pipes or other public utilities or facilities of facilities, said Director shall, within fifteen (15) days after the filing of said map, furnish the Grantee with data by which an acceptable installation and map of location of such mains and pipes may be filed.

Whenever the prosecution of any public work by the Grantor shall involve the establishment or change of any grade (established or otherwise),

sewer, water pipe, or other public utilities or facilities and the same shall require change of any pipe or apparatus located in any street, avenue, alley, highway or other public place under this ordinance, the same shall be changed by the Grantee at its own expense after reasonable notice in writing to Grantee, of not less than fifteen (15) days, to make the changes from the Director of Public Works.

Section 4. Requirements to provide gas and service. At all times during the term of the franchise Grantee shall promptly and without discrimination furnish an adequate supply of gas within the limits of the supply of gas reasonably available to Grantee, to persons, and corporations residing in Grantor who request the same and agree to abide by Grantee's reasonable rules and regulations, and shall acquire, construct, maintain and equip and operate all necessary facilities for the purchase, transmission, sale, supply and distribution of gas for the benefit and convenience of Grantor and its inhabitants, and shall make promptly such extensions to existing facilities as may be required by one or more customers, or prospective customers, provided that if the revenues to be derived from such extensions shall not afford a fair and reasonable return on the cost of providing and rendering the required service, then Grantee shall be permitted to, and is hereby authorized to exact from such customer, or customers such cash advances, minimum guarantees, service guarantees or other arrangements, as will enable Grantee to earn a fair and reasonable return on the cost of providing and rendering the required service.

Section 5. Indemnity of Grantor. The Grantee shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the Grantee, its officers, agents and employees, in performing the work required by this agreement. For purposes of this indemnification agreement only, the Grantee expressly 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 provided for in this paragraph extends to any claim brought by or on behalf of any employee of the Grantee. This waiver has been mutually negotiated by the parties. This paragraph shall not apply to any damage resulting from the sole negligence of the City, its agents or

employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents or employees, and the Grantee, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the Grantee, its officers, agents and employees.

Section 6. Acceptance of franchise by Grantee. This franchise is granted upon the express condition that the Grantee within forty (40) days after the adoption of this Ordinance shall file with the Clerk of the City a written acceptance of the same, and when so accepted by the company shall constitute a contract between the City and the Company for all the uses, services, and purposes herein set forth.

Section 7. Forfeiture. The City Council of the Grantor may, by ordinance, forfeit the franchise herein granted, in the event that the Grantee, or its assigns, shall, after reasonable written notice from the City Council requiring it to do so, fail to comply with any of the provisions of said franchise.

Section 8. Scope of franchise. All of the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the Grantee and all privileges and rights of the Grantee shall inure to its successors and assigns.

Section 9. Notice. Whenever notice or service is specified by this ordinance, such notice or service may be made in person or by mail to Grantor at:

City of Redmond  
15670 N.E. 85th St.  
Redmond, Washington 98052

and to Grantee at:

Washington Natural Gas Company  
805-156th Avenue N.E.  
Bellevue, Washington 98007

Section 10. Severability. If any provision of this ordinance, or its application to any person or circumstances is held invalid, the remainder

of the ordinance, or the application of the provisions to other persons or circumstances, is not affected.

Section 11. Repeal. Ordinance No. 830, as well as all other ordinances and parts of ordinances in conflict herewith, shall be, and the same are hereby repealed.

Section 12. Effective date. This ordinance shall take effect and be in force five (5) days after the date of its publication in the manner provided by law.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, and APPROVED by the Mayor this 2nd day of August, 1988.

CITY OF REDMOND

*Doreen Marchione*  
MAYOR

ATTEST/AUTHENTICATED:

*Doris A. Schaible*  
CITY CLERK, DORIS A. SCHAIBLE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY *Jan C. Martin*

FILED WITH THE CITY CLERK: July 21, 1988  
PASSED BY THE CITY COUNCIL: August 2, 1988  
PUBLISHED: August 3, 1988  
EFFECTIVE DATE: August 8, 1988  
ORDINANCE NO. 1440

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

Accepted by Franchisee this 25th day of

August, 1988.

WASHINGTON NATURAL GAS COMPANY

*R. R. Oliver*  
President

See other side for certification.

I, SANDRA L. MARION, Deputy City Clerk of the City of Redmond, Washington, certify that this copy of Ordinance No. 1440 is a true and correct copy of the original ordinance passed on the 2nd day of August, 1988, as that ordinance appears in the records of the City of Redmond.

DATED this 8th day of August, 1988.

*Sandra L. Marion*  
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Sandra L. Marion,  
Deputy City Clerk