

CITY OF GRANITE FALLS

ORDINANCE NO. 489

AN ORDINANCE GRANTING TO WASHINGTON NATURAL 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 GRANITE FALLS, WASHINGTON, FOR CONSTRUCTING, MAINTAINING, REPAIRING, RENEWING AND OPERATING A GAS DISTRIBUTION SYSTEM AND ACCESSORIES WITHIN AND THROUGH THE CITY OF GRANITE FALLS, WASHINGTON.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GRANITE FALLS AS FOLLOWS:

Section 1: The right is hereby granted to WASHINGTON NATURAL GAS COMPANY (hereinafter referred to as the "Grantee") to lay, construct, extend, maintain, repair, renew and replace gas pipes, 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 Granite Falls, Washington, and all territory hereafter lawfully annexed, 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 transmission, sale and distribution of gas within and through the present or future territorial limits of the City of Granite Falls, Washington (hereinafter referred to as the "City"), for the term of twenty-five years from and after the effective date of the ordinance, except as hereinafter provided.

Section 2: Rights herein granted shall be subject to and governed by this Ordinance, provided, however, that the City Council expressly reserves unto itself all of its police power to adopt general ordinances, not inconsistent herewith, that are necessary to protect the safety and welfare of the general public in relation to the rights hereby granted.

Section 3: Before any work is done by the Grantee under this Franchise, except in emergencies, it shall first file with the City an application for a permit to do such work, accompanied by a drawing showing the location of all mains and/or laterals, meter boxes, and valves 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. In the event of an emergency, the Grantee may immediately commence necessary work and apply for a permit as soon as practicable thereafter.

Section 4: The Grantee shall at all times keep complete records showing the relative location and size of all gas mains and lines heretofore laid in the City, and showing the relative location of all gates, gauges, and other service construction. Such records shall be kept current annually by the Grantee to show thereon the relative location of all additional mains and lines hereinafter installed by the Grantee, and the records shall be subject to reasonable inspection at all reasonable times by authorized officials and agents of the City. Copies of the records shall be furnished to the City upon request.

Section 5: The Grantee in each permit application shall specify the class and type of material to be used, the equipment to be used, and the mode of safeguarding and facilitating public traffic during construction. All such material and equipment shall be adequate, and the Grantee shall pay to the City all reasonable costs of and expenses incurred in the examination, inspection and supervision of such work on account of the granting of said permit.

Section 6: After installing mains and doing construction work, the Grantee shall leave all streets, avenues, roads, alleys, lanes, and public places and ways in as good and safe structural condition in all respects as they were before the commencement of such work by the Grantee. In

case or any damage to said streets, avenues, roads, alleys, lanes, or public places and ways, the Grantee shall promptly repair said damage at its sole cost and expense. The City Council may at any time perform any work necessary to restore to a safe condition any such streets, avenues, roads, alleys, lanes, or public places and ways left by the Grantee in a condition dangerous to life or property, and the Grantee, upon demand, shall pay to the City all costs of such restoration.

Before undertaking any of the work authorized by this Franchise, the Grantee shall, upon reasonable request by the City, furnish a bond, executed by the Grantee and a corporate surety authorized to do a surety business in the State of Washington, in a sum to be set and approved by the City as sufficient to insure performance of the Grantee's obligations under this Franchise, conditioned that the Grantee shall well and truly keep and observe all of the covenants, terms and conditions and faithfully perform all of the Grantee's obligations under this Franchise; shall correct or replace forthwith, on receipt of notice thereof, any defective work or materials used in the replacement of the City streets or property discovered within a two-year period of the date of the replacement and acceptance of such repaired streets by the City; and shall restore the streets or property to the condition in which they existed prior to any commencement of work thereon by the Grantee, where the change was occasioned by the work having been performed thereon by the Grantee, within the reasonable period of time reasonably specified by the City in the permit issued for such work.

Section 7: The Grantee, by the acceptance of this Franchise, hereby agrees, for itself, its successors and assigns, to protect and hold harmless the City 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 defective equipment or improper maintenance, or by the improper occupation of said streets, avenues, roads, alleys, lanes, or public places and ways by the Grantee; and in case suit or action is brought against the City for damages arising out of or by reason of any of the above-mentioned causes, the Grantee will, upon notice to it of the commencement of said action, defend the same at its sole cost and expense; and in case judgment shall be rendered against the City 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 adversely to the City, provided the Grantee shall have the right to employ its own counsel in any cause or action or be given the management of the defense thereof. The Grantee shall not, however, be required to protect or hold harmless the City from claims, actions or damages arising from the City's negligence.

Section 8: If at any time the City deems it advisable to improve any street or public place in which Grantee's facilities are installed by grading, regrading or draining, or installing or relocating municipally-owned sewers, drains or water mains, the Grantee, upon written notice from the City, shall at its own expense, 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 improvement, and the City shall not be held liable for any damages to the Grantee that may occur by reason of such relocation; provided, however, that the Grantee shall be required to relocate its facilities only if they interfere with such improvement and no alternative plan for the improvement is reasonably feasible. If federal, state or other financial assistance funds are available for utility displacement or relocating expenses, the City shall apply for such assistance funding on behalf of the Grantee, and if any such federal, state or other utility displacement or relocating assistance funds are obtained by the City, the

Grantee will be reimbursed. In the event the Grantee's relocation of its facilities will benefit a party other than the City, said party shall pay to the Grantee all costs and expenses associated with such relocation.

Section 9: This Franchise shall not be exclusive and shall in no manner prohibit the City 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, or public places and ways, and shall not prohibit or prevent the City from using any of said streets, avenues, roads, alleys, lanes, or public places and ways, with full power to make all necessary changes, relocations, repairs, or maintenance of same as the City may deem fit. If at any time the City shall vacate any City road, right-of-way or other City property which is subject to the rights granted by this Franchise, the City will, in its vacation procedure, reserve an easement for the Grantee.

Section 10: 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 the benefit of its successors and assigns.

Section 11: If the Grantee shall willfully violate or fail to substantially comply with any of the provisions of this Franchise, or through willful or unreasonable neglect shall fail to heed or comply with any notice given to the Grantee under the provisions of this Franchise, then this Franchise may be revoked or annulled by the City, provided, however, that the City Council shall give the Grantee thirty days' written notice of its intentions to revoke or annul the Franchise during which period the Grantee shall have the opportunity to remedy the situation. Prior to the expiration of the thirty-day period, the Grantee may request from the City, which request shall not be

unreasonably denied, a reasonable time within which to remedy the situation.

Section 12. Effective date.

This Ordinance shall take effect on the 31<sup>st</sup> day of December, 1992.

PASSED BY THE COUNCIL OF THE CITY OF GRANITE FALLS, WASHINGTON, AND APPROVED BY ITS MAYOR AT A REGULAR MEETING OF SAID COUNCIL HELD ON THIS 9<sup>th</sup> DAY OF December, 1992.

CITY OF GRANITE FALLS, WASHINGTON

BY: James Raymond

ATTEST:

BY: Sherry James  
CITY CLERK

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

DATED this 24<sup>th</sup> day of December, 1992.

WASHINGTON NATURAL GAS COMPANY

BY: R. R. Golliver  
R. R. Golliver, President

DATE OF FIRST READING: November 23, 1992  
DATE OF SECOND READING: December 9, 1992  
DATE OF PUBLICATION:  
EFFECTIVE DATE: December 31, 1992