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the City Clerk's Office

ORDINANCE NO. 35

CITY OF LYNNWOOD

AN ORDINANCE granting to WASHINGTON NATURAL GAS COMPANY, a Delaware 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 Lynnwood, Washington, for constructing, maintaining, repairing, renewing and operating a gas distribution system and accessories within and through the City of Lynnwood, Washington.

THE CITY COUNCIL OF THE CITY OF LYNNWOOD DO ORDAIN AS FOLLOWS:

Sec. 1. The right hereby granted to WASHINGTON NATURAL GAS COMPANY, hereinafter referred to as the Grantee, to lay, construct, extend, maintain, repair, renew and replace gas pipes and 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 Lynnwood, 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 manufacture, transmission and sale and distribution of gas within and through the present or future territorial limits of the City of Lynnwood, Washington, for the term of 25 years from and after the effective date of the ordinance, except as hereinafter provided.

Sec. 2. Rights herein granted shall be subject to and governed by this ordinance; provided, however, the Council 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, without restricting or limiting any general taxing powers.

Sec. 3. The location of all mains, laterals and appurtenances, their depth below the surface of the ground or grade of any such streets, avenues, roads, alleys, lanes and other public places and ways shall be determined and fixed by the City Engineer, and before any work is done by the Grantee under this franchise, it shall first file with the City an application for a permit to do such work, accompanied by drawings showing the position and location of all such mains and/or laterals and meter boxes, valves, etc., 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.

Sec. 4. The Grantee shall at all times keep full and complete plans, plat or plats, specifications, profiles and records showing the exact location, depth, and size of all gas mains and lines heretofore laid in the city, and showing the location of all gates, gauges, and other service construction, and such plans, plat or plats, specifications, and records shall be kept current semi-annually by the Grantee to show thereon the exact location of all additional mains and lines hereinafter installed by the Grantee, and its successors and assigns, and these records shall be subject to inspection at all reasonable times in the City by the proper officials and agents of the City, and a copy of these plans, plat or plats, specifications, shall be furnished to the City.

Sec. 5. The Grantee in such application shall specify the class and type of material to be used and the equipment to be used and the mode of safeguarding and facilitating public traffic during construction. All such material and equipment shall be



first class and shall meet with the approval and pass all requirements of said Engineer, and the Grantee shall pay to the City of Lynnwood all costs of and expenses incurred in the examination, inspection and supervision of such work on account of the granting of said permit, including that work described in Section 3 hereof.

Sec. 6. The Grantee shall leave all streets, avenues, roads, alleys, lanes, public places and ways, after laying and installing mains and doing construction, work, making repairs to equipment, etc., in as good and safe condition in all respects as they were before the commencement of such work by the Grantee, its agents or contractors. In case of any damage to said streets, avenues, roads, alleys, lanes, public places and ways, to the pavement, turnouts, gutters, ditches, walks, drain pipes, rails, bridges, trestles, wharves or landings by the Grantee, said Grantee shall immediately repair said damage at its sole cost and expense.

The Council may at any time do, order and have done any and all work considered necessary to restore to a safe condition any such streets, avenues, roads, alleys, lanes, public places and ways, or pavement, turnouts, gutters, ditches, walks, drain pipes, rails, bridges, trestles, wharves or landings left by the Grantee or its agents in a condition dangerous to life or property, and the Grantee, upon demand, shall pay to the City of Lynnwood all costs of such construction or repair and of doing such work.

Before undertaking any of the work or improvements authorized by this franchise, the Grantee, its successors, or assigns, shall on request by the City of Lynnwood 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 Mayor 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 said 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 being performed thereon by the Grantee, within the period of time specified by the Street Superintendent in the permit issued for such work.

Sec. 7. The Grantee, by the acceptance of this franchise, hereby agrees, for itself, its successors and assigns, to protect and save harmless the City of Lynnwood 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 equipment or maintenance, or by the improper occupation of said streets, avenues, roads, alleys, lanes, public places and ways by the Grantee, or by reason of the negligent, improper or faulty manner of safeguarding any excavation, temporary turnouts or inefficient operation by the Grantee of its said pipe lines as hereinbefore designated; and in case suit or action is brought against said city for damages arising out of or by reason of any of the above-mentioned causes, the Grantee, its successors and assigns, will, upon notice to it or them of the commencement of said action, defend the same at its or their 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 herein, its successors and assigns, shall have the right to employ its or their own Counsel in any cause or action or be given the management of the defense thereof.

Sec. 8. If at any time the City of Lynnwood 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 by the City of Lynnwood shall at its own expense, so 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 said City of Lynnwood shall in no wise be held liable for any damages to the Grantee that may occur by reason of such improvements; provided, 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 the City of Lynnwood shall improve such street or public place, the Grantee shall, on written notice by said City, and at the sole expense of the Grantee, replace said pipe or pipes as may be in or through the improved grade of such improvement with pipe or pipes of such material as shall conform to the specifications for the improvement of such street or public place.

Sec. 9. This grant shall not be exclusive and shall in no manner prohibit the City of Lynnwood 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, public places and ways, and shall in no wise prohibit or prevent the City of Lynnwood from using any of said streets, avenues, roads, alleys, lanes, public places and ways, with full power to make all necessary changes, relocations, repairs, maintenance, etc., of same as the City of Lynnwood may deem fit.

Sec. 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 its successors and assigns.

Sec. 11. If the Grantee, its successors or assigns, shall







J. GAYLORD RIACH

ATTORNEY AT LAW

5903 - 196th S.W.

PRospect 6-2200

CITY ATTORNEY

P. O. BOX 304

August 13, 1959

LYNNWOOD, WASH.

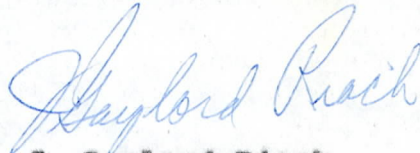
Clerk

Washington Natural Gas Co.  
1507 - 4th Ave.  
Seattle, Wash.

Gentlemen:

Please find enclosed the original and one copy of the Ordinance of the City of Lynnwood granting unto your organization a franchise as set forth therein. It is my understanding that you have read this Ordinance, are in agreement with the contents thereof, and that you will sign the same and return the original and one copy to this office. If there are any questions, please advise.

Yours very truly,



J. Gaylord Riach  
City Attorney

JGR/cs  
Encl.



WASHINGTON NATURAL GAS COMPANY

1507 Fourth Avenue, Seattle 11, Washington, Telephone MAin 2-6767

DATE •September 21, 1962

In remitting, please refer to our Invoice Number.

5560

SOLD TO •The City of Lynnwood  
City Hall  
Lynnwood, Washington

Terms — Net 10th proximo

YOUR ORDER •Lower at City's request a 2" gas main 410' east of 67th Ave. W. on 182nd Ave. S.W. damaged by a City crew while installing a storm drain.

Labor:	31 manhours straight time @ \$3.75 hr.	\$116.25	
	11½ manhours overtime @ \$5.15 hr.	<u>59.23</u>	\$175.48
Truck & Equipment:	18½ hrs. @ \$1.75 hr.		32.38
Material:	8' of 2" wrapped steel pipe @ \$.48 ft.	\$ 3.84	
	1 - 2" linestopper @ \$10.59 ea.	10.59	
	4 - 2" 45° weld ells @ \$.79 ea.	3.16	
	1 - 2"x6" leak clamp @ \$3.51 ea.	<u>3.51</u>	21.10
Miscellaneous:	3 - overtime meals @ \$2.00 ea.		<u>6.00</u>
			<u>\$234.96</u>

SHIPPED TO •