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before council -
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TOWN OF GIG HARBOR

ORDINANCE NO. 117

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 TOWN OF GIG HARBOR, WASHINGTON, FOR CONSTRUCTING, MAINTAINING, REPAIRING, RENEWING AND OPERATING A GAS DISTRIBUTION SYSTEM AND ACCESSORIES WITHIN AND THROUGH THE TOWN OF GIG HARBOR, WASHINGTON.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GIG HARBOR:

Section 1: The right¹⁵ 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 Town of Gig Harbor, 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, 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 Town of Gig Harbor, Washington, shall extend for the term of twenty-five years from and after the effective date of this Ordinance, except as hereinafter provided.

Section 2: The Town reserves the right to adopt and enforce all necessary ordinances to control the performance of the conditions of this franchise, including reasonable ordinances of a police nature in the exercise of its police powers in the interest of public safety and for the welfare of the public. The Town shall have access at all reasonable times to any part of the plant or plants, facilities, operations and premises of the Grantee to make inspections and tests as may be required in supervising the fulfillment by the Grantee of the terms of this franchise. This Ordinance shall not be construed as a limitation or restriction upon any taxing power of the Town.

Section 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 Town Engineer, and before any work is done by the Grantee under this franchise, it shall first file with the Town Clerk an application for a permit to do such work, accompanied by drawings showing the position and location of all such mains

1 and/or laterals and meter boxes, valves, etc., sought to be
2 constructed, laid, installed or erected at that time and their
3 relative positions to existing streets, avenues, roads, alleys,
4 lanes and other public places or ways. No such work shall be
5 commenced by the Grantee until such permit has been granted.
6 Except that service lines may be installed from existing mains with
7 a confirming permit and without the requirement of a drawing.

8 Section 4: The Grantee shall at all times keep full
9 and complete plans, plat or plats, specifications, ~~plans~~
10 and records showing the exact location, depth and size of all
11 gas mains and lines heretofore laid in the Town, and showing
12 the location of all gates, gauges, and other service
13 construction, and such plans, plat or plats, specifications,
14 and records shall be kept current semi-annually by the Grantee
15 to show thereon the exact location of all additional mains and
16 lines hereafter installed by the Grantee, and its successors
17 and assigns, and these records shall be subject to inspection
18 at all reasonable times ~~by the Town~~ by the proper officials
19 and agents of the Town. ~~and a copy of the plans, specifications~~
20 ~~and records shall be furnished to the Town.~~

21 Section 5: The Grantee in such application shall
22 specify the class and type of material to be used and the
23 equipment to be used and the mode of safeguarding and
24 facilitating public traffic during construction. All such
25 material and equipment shall be first class and shall meet
26 with the approval and pass all requirements of said Engineer,
27 and the Grantee shall pay to the Town of Gig Harbor all costs
28 of and expenses incurred in the examination, inspection and
29 supervision of such work on account of the granting of said
30 permit, including that work described in Section 3 hereof.

1 Section 6: The Grantee shall leave all streets,
2 avenues, roads, alleys, lanes, public places and ways, after
3 laying and installing mains and doing construction work,
4 making repairs to equipment, etc., in as good and safe condi-
5 tion in all respects as they were before the commencement of
6 such work by the Grantee, its agents or contractors. In case
7 of any damage to said streets, avenues, roads, alleys, lanes,
8 public places and ways, to the pavement, turnouts, gutters,
9 ditches, walks, drain pipes, rails, bridges, trestles,
10 wharves or landings by the Grantee, said Grantee shall imme-
11 diately repair said damage at its sole cost and expense. The
12 Council may at any time do, order and have done any and all
13 work considered necessary to restore to a safe condition any
14 such streets, avenues, roads, alleys, lanes, public places
15 and ways, or pavement, turnouts, gutters, ditches, walks,
16 drain pipes, rails, bridges, trestles, wharves or landings
17 left by the Grantee or its agents in a condition dangerous to
18 life or property, and the Grantee, upon demand, shall pay to
19 the Town of Gig Harbor all costs of such construction or re-
20 pair and of doing such work.

21 Section 7: Before undertaking any of the work or
22 improvements authorized by this franchise, the Grantee, its
23 successors or assigns shall on request by the Town of Gig
24 Harbor furnish a bond, executed by the Grantee and a corporate
25 surety authorized to do a surety business in the State of
26 Washington, in a sum to be set and approved by the Town
27 Engineer or other properly authorized Town official as

1 as sufficient to insure performance of the Grantee's obliga-
2 tions under this franchise, conditioned that the Grantee shall
3 well and truly keep and observe all of the covenants, terms
4 and conditions and faithfully perform all of the Grantee's
5 obligations under said franchise; shall correct or replace
6 forthwith, on receipt of notice thereof, any defective work
7 or materials used in the replacement of the city streets or
8 property discovered within a two-year period of the date of
9 the replacement and acceptance of such repaired streets by
10 the Town; and shall restore the streets or property to the
11 condition in which they existed prior to any commencement of
12 work thereon by the Grantee, where the change was occasioned
13 by the work being performed thereon by the Grantee, within
14 the period of time specified by the permit issued for such
15 work.

16 Section 8: The Grantee, by the acceptance of this
17 franchise, hereby agrees, for itself, its successors and
18 assigns, to protect and save harmless the Town of Gig Harbor
19 from all claims, actions or damages of every kind and des-
20 cription which may accrue to or be suffered by any person or
21 persons, corporation or property by reason of any faulty
22 construction, defective material or equipment or maintenance,
23 or by the improper occupation of said streets, avenues, roads,
24 alleys, lanes, public places and ways by the Grantee, or by
25 reason of the negligent, improper or faulty manner of safe-
26 guarding any excavation, temporary turnouts or inefficient
27 operation by the Grantee of its said pipe lines as herein-
28 before designated; and in case suit or action is brought
29 against said Town for damages arising out of or by reason of
30 any of the above-mentioned causes, the Grantee, its successors
and assigns, will, upon notice to it or them of the commence-
ment of said action, defend the same at its or their sole cost
and expense; and in case judgment shall be rendered against
the Town 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
Town, 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.

The Grantee shall, before commencing operations
within the Town of Gig Harbor, furnish evidence of liability
insurance covering its operations within the Town, in such
amount as may be required by the Town Council.

Section 9: If at any time the Town of Gig Harbor
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 Town of Gig Harbor 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 Town of Gig Harbor shall in
nowise be held liable for such damages to the Grantee that may

1 occur by reason of such improvements; provided, the Grantee
2 shall be required to relocate its facilities only if they
3 interfere with such improvement and no alternative plan for the
4 improvement is reasonably feasible. An alternative plan shall be con-
5 sidered reasonably feasible if it would involve no additional cost or
6 inconvenience to the Grantor.

7 If the Town of Gig Harbor shall improve such street
8 or public place, the Grantee shall, on written notice by said
9 Town, and at the sole expense of the Grantee, replace said
10 pipe or pipes as may be in or through the improved grade of
11 such improvement with pipe or pipes of such material as
12 shall conform to the specifications for the improvement of
13 such street or public place.

14 Section 10: This grant shall not be exclusive and
15 shall in no manner prohibit the Town of Gig Harbor from
16 granting other franchises of a like nature or franchises for
17 other public or private utilities over, along, across, under
18 and upon any of such streets, avenues, roads, alleys, lanes,
19 public places and ways, and shall in nowise prohibit or pre-
20 vent the Town of Gig Harbor from using any of said streets,
21 avenues, roads, alleys, lanes, public places and ways, with
22 full power to make all necessary changes, relocations, re-
23 pairs, maintenance, etc., of the same as the Town of Gig
24 Harbor may deem fit.

25 Section 11: The Grantee, and its successors and
26 assigns, may ~~not~~ assign this franchise without the written
27 consent of the Town Council, and ~~until the Town Council has~~
28 ~~approved the terms of the assignment, but if such consent is~~
29 ~~given and the franchise is assigned, such assignment shall be~~
30 ~~binding upon the Grantee's successors and assigns and inde-~~
~~pendent contractors of the Grantee, and a copy of the~~
~~assignment shall be filed with the Town Clerk.~~

1 Nothing in this Section shall be construed to re-
quire consent by the Town Council to this franchise being
subjected to the lien of any existing or future mortgage of
the Grantee's utility properties given to secure bonds
issued or to be issued by Grantee.

2 Section 12: If the Grantee, its successors or
3 assigns, shall wilfully violate or fail to comply with any
4 of the provisions of this Ordinance, or through wilful or
5 unreasonable negligence fail to heed to any notice given to
6 the Grantee under the provisions of this Ordinance, then the
7 said Grantee, its successors or assigns, shall at the
8 election of the Council of the Town of Gig Harbor forfeit
9 all rights conferred hereunder and this franchise may be
10 revoked or annulled by the Town of Gig Harbor.

11 Section 13: After the passage and legal publication
12 of this Ordinance, and if accepted within thirty (30) days
13 after such publication, the Grantee shall indicate such
14 acceptance by its filing with the Town Clerk an unconditional
15 written acceptance thereof, and a failure of the Grantee so
16 to accept this Ordinance within said period of time shall be
17 deemed a rejection thereof by the Grantee, and the rights
18 and privileges herein granted shall, after the expiration
19 of said period of time, if not so accepted, absolutely cease
20 and determine unless said period of time shall be extended

1 by the Town by ordinance passed for that purpose.

2 Section 14: If any section, subsection, paragraph,
3 sentence, clause, or phrase of this Ordinance is declared
4 unconstitutional or invalid for any reason, such decision
shall not affect the validity of the remaining portions of
this Ordinance.

5 Section 15: This Ordinance shall be in full force
6 and effect from and after its passage and publication and its
acceptance by the Grantee as hereinbefore provided.

7 PASSED at a regular meeting of the Town Council of
8 the Town of Gig Harbor held on the 24 day of April,
1969.

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MAYOR

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Attest:

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TOWN CLERK

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

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DATED this _____ day of _____, 1969.

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WASHINGTON NATURAL GAS COMPANY

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By _____

PRESIDENT

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STATE OF WASHINGTON. }
COUNTY OF PIERCE. } S.S.

on oath deposes and says that he is the... Publisher ... of THE PENINSULA GATEWAY, a weekly newspaper. That said newspaper is a legal newspaper and it is now and has been for more than six months prior to the date of the publication hereinafter referred to, published in the English language continually as a weekly newspaper in Gig Harbor, Pierce County, Washington, and it is now and during all of said time was printed in an office maintained at the aforementioned place of publication of said newspaper.

as it was published in regular issues (and not in supplement form)

That the full amount of the fee charged for the foregoing publication in the sum of \$ 60.50 which amount has been paid in full, at the rate of ~~\$2.00~~ a hundred words for the first insertion and ~~\$1.50~~ hundred words for each subsequent insertion.

Subscribed to and sworn before me this 25th day of July 1969.

Notary Public in and for the State of Washington
Residing at Gig Harbor, Washington

TOWN OF GILBERT

Section 1: The Town hereby grants a franchise to [redacted] for the purpose of [redacted] within the corporate limits of the Town of Gilbert, Arizona.

[The following text is extremely blurry and largely illegible due to poor scan quality. It appears to contain legal provisions regarding the terms of the franchise, including references to public safety, police powers, and the duration of the agreement.]

Section 2: The Town reserves the right to regulate the performance of the conditions of this franchise, including reasonable ordinances of a police nature in the exercise of its police powers in the interest of public safety and for the welfare of the public. The Town shall have access at all reasonable times to any part of the plant or plants, facilities, operations, and premises of the Grantee to make inspections and tests as may be required in supervising the fulfillment by the Grantee of the terms of this franchise. This Ordinance shall not be construed as a limitation or restriction upon any taxing power of the Town.

ences, their depth below the surface of the ground on any of any such streets, avenues, roads, alleys, lanes and other public highways and roads, and the location 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., sufficient to locate the same, said drawings or plans at that time and their positions to existing streets, avenues, roads, alleys, lanes and other public highways, and the location of the same shall be transmitted by the grantee with each permit to be granted. Except for service lines may be installed

[illegible]