

AN ORDINANCE prescribing terms and conditions applicable to franchises granted to public or private utility corporations to use public ways within the City of Bellevue.

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

Section 1. The following terms and conditions shall apply and shall be deemed to be terms and conditions of any franchise to use the streets or other public property of the City of Bellevue hereafter granted by the City to any municipal or private corporation engaged in the public service or utility business, unless and except to the extent that such ordinance or resolution granting such franchise expressly provides terms or conditions contrary to those herein contained.

Section 2. Whenever any of the streets, avenues, alleys, roads or public places designated in such franchise shall be eliminated from the City limits by reason of the subsequent disincorporation or reduction of City limits, then all the rights, privileges and franchises so granted shall terminate in respect to said streets, alleys, avenues, roads and public places so eliminated, but otherwise the franchises shall continue in full force and effect in respect to all streets, avenues, alleys, roads and public places not so eliminated by such reduction or disincorporation.

Section 3. The granting of such franchise shall not preclude the City of Bellevue or any other city or municipality to which Bellevue becomes annexed or consolidated from acquiring by purchase or condemnation any or all of the mains, laterals, pipes, poles, cables or other improvements installed by the grantee within the city streets or public places within the City of Bellevue or in the municipality resulting from such consolidation by such legal means as would have been available to such municipality if no such franchise had been granted.

Section 4. The grantee shall have the right and authority, to the extent expressed in the resolution of the Council granting such franchise, to enter upon the streets, avenues, alleys and public places designated by said franchise for the purpose of construction work, extension of existing systems, connection of said system with consumers' pipe lines or equipment, repairing of equipment, and in all fashions maintaining and operating the improvements installed within such city property, and to make rules and regulations governing the same in conformity with state statutes and regulations now in force or hereinafter enacted and adopted by state or municipal agencies governing such utilities.

Section 5. The grantee shall install the pipes, poles, lines or other authorized improvements in the designated streets, avenues, alleys or other places pursuant to plans and specifications approved by the City's Department of Streets and Public Works and under the supervision and inspection of a supervisor or inspector provided by the City at the expense of such grantee.

Section 6. The grantee, its successors or assigns, shall commence construction work under such franchise within the time stated within such franchise, and shall have completed and have in operation such portion of the system of improvements as may be

specified in such franchise or the rights therein conferred upon the grantee shall cease and terminate so far as unoccupied streets, roads, etc. are concerned.

Section 7. The location of all mains, laterals, service pipes, poles, lines, cables and appurtenances, their depth below or their height above the surface of the ground, or the grade of any road, street, avenue, alley or public place, shall be determined and fixed by the Supervisor of Streets, and before any work is done by the grantee under such franchise, it shall first file with the Department of Streets and Public Works an application for permit to do such work, accompanied by blueprints, in triplicate, showing the position and location of all mains, laterals, pipes, cables, poles, lines, extensions, meter boxes, plugs, standpipes, and other appurtenances sought to be constructed, laid, installed or erected at that time, showing their relative positions to existing roads, streets, avenues, etc., upon prints drawn to scale designating said roads and streets by their names and numbers, showing width of the same, giving outline of local improvements such as sidewalks, curbs, gutters, shoulders of roadways, ditches, paved or otherwise surfaced roadways, parking strips, utility poles, conduits, sewer, water and gas pipe lines, etc., as may exist on the ground sought to be occupied. The grantee shall specify the class and type of material to be used in detailed plans, equipment to be employed, and the mode of safeguarding and facilitating public traffic during construction. All material and equipment shall be of a class, type and kind approved by such Superintendent of Streets, and the manner of excavation, construction, installation, backfill, and the type and size of temporary structures, including traffic turn-outs, road obstructions, etc., shall be submitted for the approval of, pass all requirements of, and be constructed under the supervision of such Department of Streets and Public Works. The grantee shall pay to the City all costs of and expenses incurred in the examination, inspection and supervision of such work granted by the permit and done by the grantee or by an independent contractor under the franchise of the grantee.

Section 8. The grantee shall leave all streets, avenues, alleys, roads or public places, 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, and all recorded monuments which have been disturbed or displaced by the work shall be reset to the specifications and approval of the City Engineer.

In case of any damage to said streets, avenues, alleys, roads, or public places, or to paved or planked roadways, turn-outs, gutters, ditches, wood or concrete walks, drain pipes, hand or embankment rails, bridges, trestles, wharves, landings or monuments, by the grantee, the said grantee agrees to immediately repair said damage at its own sole cost and expense.

The Superintendent of Streets may at any time do, order and have done any and all work considered necessary to restore to a safe condition any such street, avenue, alley, road, or public place left by the grantee, or agents, in a condition dangerous to life or property, or may replace or reset monuments, and the grantee upon demand shall pay to the City all costs of such construction or repair and of doing such work.

Section 9. The grantee, its successors or assigns, shall protect and save harmless the City of Bellevue 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 right-of-way by the said 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 pipe lines over said streets, avenues, alleys, roads and public places as hereinbefore designated, and in case that suit or action is brought against the said City for damages arising out of or by reason of any of the above mentioned causes, the grantee, its successors or 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 of Bellevue in suit or action, will fully satisfy said judgment within 90 days after the said suit or action shall have been finally determined, if determined adversely to the City of Bellevue.

PROVIDED, that the grantee therein, its successors or assigns shall have the right to employ its own counsel in any cause or action and be given the management of the defense thereof.

Section 10. The laying, construction, maintenance and operation of the system of improvements granted under said franchise shall not preclude the City of Bellevue, its accredited agents or its contractors, from blasting, grading or doing other necessary road work contiguous to the said grantee's improvements, provided that the grantee shall have 24 hours notice of said blasting or excavating in order that said grantee may protect its lines and property.

Section 11. If, at any time, the City of Bellevue, deeming it advisable to improve any of its streets, avenues, alleys, county roads or public places, as hereinbefore designated, by grading or regrading, planking or paving same, or altering, changing, repairing or reimproving same, the grantee, upon written notice by the City, shall, at its or their own expense, immediately so raise, lower, or move its line of pipes or improvements to conform to such new grades as may be established, or place said property in such location or positions as shall cause the least interference with any such improvements or work thereon as contemplated by the City, and the said City shall in no wise be held liable for any damages to said grantee that may occur by reason of the City's improvements, repairs or maintenance or by the exercise of any rights so reserved in this section or grant. If the City shall improve such streets, avenues, alleys, county roads or public places, the grantee shall on written notice by City officials, at its own expense, replace such pipe or system as may be in or through the improved subgrade of such improvement, with pipe of such material as shall conform to the specifications for the improvement of such streets, avenues, alleys, county roads or public places.

Section 12. Such grant or privilege shall not be deemed or held to be an exclusive franchise. It shall in no manner prohibit the City of Bellevue from granting other franchises of a like nature or franchises for other public or private utilities over, along, across, under and upon any of the streets, avenues, alleys, roads or public places as herein enumerated, and shall in no wise prevent or prohibit the City using any of said streets, roads, etc., or effect its jurisdiction over them or any part of them, with full power to make all necessary changes, relocations, repairs, maintenance, etc., of same as they deem fit.

Section 13. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors,

assigns and independent contractors of the grantee, and all privileges of the grantee shall inure to successors, assigns and such contractors equally as if they were specifically mentioned wherever the grantee is mentioned.

Section 14. If the grantee, its successors or assigns, shall willfully violate or fail to comply with any of the provisions of such grant, or through willful or unreasonable neglect fail to heed or comply with any notice given the grantee under the provisions of such grant, then the said grantee, its successors or assigns shall forfeit all rights conferred thereunder and such franchise may be revoked or annulled by the City Council of Bellevue.

Section 15. The City reserves for itself the right at any time upon a 48 hour written notice to the grantee to so change, amend, modify or amplify any of the provisions or conditions herein enumerated to conform to any state statute or City regulation, relating to the public welfare, health, safety or highway regulation as may hereinafter be enacted, amended, adopted, changed, etc., and such franchise may be terminated at any time if same is not operated or maintained in accordance with its provisions, or at all.

Section 16. In consideration of the granting of such franchise by the grantor to the grantee, the grantee, for itself and its assigns, shall contract and agree to save the City of Bellevue harmless from any liability of whatsoever nature arising out of any damage and/or destruction done or suffered to be done to grantee's mains, valves, pipes, poles or other fittings of whatsoever nature placed upon, along, or under the City road right-of-way or to any other person or property injured or damaged as the result of the use or occupation of any part of the city road right-of-way by grantee under the terms of such franchise. This paragraph shall be construed to mean that the grantee accepts such franchise and any rights conferred thereunder for the use and occupation of any portion of the right-of-way, at its own risk, and agrees to assume responsibility for any damage occasioned to grantee, or to any other person by grantor, in the maintenance and/or construction work performed by grantor upon the roadways described above and which would not have occurred but for the presence on said roadways of the grantee's pipes, poles, etc., or other property mentioned above.

Section 17. If at any time the City of Bellevue shall install a line of pipes for sewage and drainage, upon any of the streets, avenues, alleys, county road or public places herein described, the grantee upon written notice by the City shall temporarily remove its line of pipes or improvements at its own expense during said installation and replace same at its own sole cost and expense under the supervision of the City of Bellevue.

Section 18. If within 30 days after the granting of such franchise, the grantee shall have failed to sign its written acceptance of same, then the therein granted rights and privileges shall be deemed forfeited and be declared null and void.

Section 19. Before undertaking any of the work or improvements authorized by the franchise, the grantee shall furnish to the City a bond, executed by 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 Council as sufficient to insure a performance of the grantee's obligations under such franchise, condi-

tioned that the grantee shall well and truly keep and observe all of the covenants, terms and conditions and faithfully perform all of grantee's obligations under said franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

Section 20. The obligations imposed upon the grantee by the express terms of the resolution granting such franchise, or implied by the terms of this or any other ordinance affecting the same, shall be deemed to include every employee, nominee or independent contractor of the grantee performing work in the City streets, or other City property, under contract, direction, request or authority of the grantee under this franchise, and the grantee, its agent, employee or independent contractor, severally, shall be responsible to the City for any injury or damage to City property or the expense incurred or suffered by the City in correcting defects in work replacing City streets or other improvements damaged by the acts or neglect of such servants, agents or independent contractors of grantee.

Section 21. The grantee, notwithstanding any other terms of such franchise appearing to the contrary, shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in such franchise.

Section 22. This ordinance shall take effect and be in force five days after its passage, approval and posting or publication.

PASSED by the City Council on the 11th day of August, 1953, and signed in authentication of its passage this 11th day of August, 1953.

Robert D. Lee
Mayor

William Stone
Councilman

W. H. Kardong
Councilman

Approved as to form:

Kenneth A. Cole
City Attorney

(SEAL)

Attest:

Helen R. Miller
City Clerk

Date of Posting or Publication:

August 20, 1953.

FILED

CITY OF BELLEVUE

DATE August 11-1953

CITY CLERK Helen R. Miller