

# ORDINANCE 1795

**AN ORDINANCE OF THE CITY OF NORTH BEND, WASHINGTON, GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS, AND THROUGH THE FRANCHISE AREA TO PROVIDE FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND ENERGY FOR POWER, HEAT, LIGHT, AND ANY OTHER PURPOSES FOR WHICH GAS AND ENERGY MAY BE USED; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, the term of the City of North Bend's previous natural gas and electric power franchises with Puget Sound Energy, Inc., has expired; and

**WHEREAS**, the City and Puget Sound Energy, Inc. desire to have natural gas and electric power service provided for the current and future citizens and businesses of the City; and

**WHEREAS**, the City and Puget Sound Energy, Inc. desire to formalize their cooperative and mutually beneficial relationship for the provision of natural gas and electric power service within the City;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1. Grant of Franchise:** The Mayor is authorized to execute a non-exclusive Franchise Agreement with Puget Sound Energy, Inc. to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use facilities in, upon, over, under, along, across, and through the franchise area to provide for the transmission, distribution, and sale of gas and energy for power, heat, light, and any other purposes for which gas and energy may be used for a period of twenty-five (25) years within the City of North Bend on the terms and conditions set forth in the Franchise Agreement attached hereto as Exhibit A.

**Section 2. Severability:** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

**Section 3. Effective Date:** This ordinance shall be in full force and effect five (5) days after its publication as provided by law. The “Effective Date” of the Franchise Agreement, however, shall be the date on which Puget Sound Energy, Inc. has executed and filed with the City Clerk the Acceptance Form attached at page 14 of the Franchise Agreement. The Franchise Agreement shall be of no force or effect if Puget Sound Energy, Inc. fails to file its written acceptance within 30 days of the date of publication of this ordinance.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BEND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 16<sup>TH</sup> DAY OF MAY, 2023.**

**CITY OF NORTH BEND:**

**APPROVED AS TO FORM:**

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**Rob McFarland, Mayor**

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**Lisa Marshall, City Attorney**

**ATTEST/AUTHENTICATED:**

Published: May 26, 2023  
Effective: May 31, 2023

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**Susie Oppedal, City Clerk**