

ORDINANCE NO. 2020-23

AN ORDINANCE OF THE CITY OF WENATCHEE, WASHINGTON, GRANTING A FRANCHISE TO CASCADE NATURAL GAS CORPORATION TO CONNECT, INSTALL, OPERATE, MAINTAIN AND REPAIR A NATURAL GAS DISTRIBUTION SYSTEM, FACILITIES, AND APPURTENANCES IN, OVER, ALONG, ACROSS AND UNDER THE FRANCHISE AREA FOR THE PURPOSE OF PROVIDING NATURAL GAS SERVICE; AND TO CHARGE AND COLLECT FEES, RATES, AND OTHER COMPENSATION FOR SUCH SERVICE.

WHEREAS, in order to maintain control over the use of City of Wenatchee rights-of-way by utilities operating within the City, it is appropriate to enter into franchise agreements with such utilities; and

WHEREAS, Cascade Natural Gas Corporation is such a utility, and has negotiated a franchise agreement with the City acceptable to both parties; and

WHEREAS, the City has determined that it is in the best interests of the public to grant Cascade Natural Gas Corporation a franchise on the terms and conditions set forth in this Ordinance; now, therefore

WHEREAS, the City entered into a franchise agreement with Cascade Natural Gas Corporation on August 25, 1998 which expired December 31, 2018, and

WHEREAS, the City and Cascade Natural Gas Corporation entered into an extension through December 31, 2020 in order to allow time for a new franchise agreement to be negotiated, and

WHEREAS, the City and Cascade Natural Gas Corporation have negotiated a new franchise agreement and would like to extend the term of the prior franchise agreement.

THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions. Where used in this franchise ("Franchise"), the following definitions shall apply:

- 1.1. "Franchisee" means Cascade Natural Gas Corporation, a Washington corporation, and its respective successors and assigns.
- 1.2. "City" means the City of Wenatchee, a Washington municipal corporation.

- 1.3. "Franchise Area" means all of the public roads, streets, avenues, alleys, highways, grounds and rights-of-way of the City as now laid out, platted, dedicated or improved; and any and all public roads, streets, avenues, alleys, highways, grounds, and rights-of-way that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as the limits of the City may be extended through annexations or otherwise; provided, that the Franchise Area shall not include or convey any right to Franchisee to install facilities on or to otherwise use City owned or leased properties outside the Franchise Area.
- 1.4. "Facilities" means the Franchisee's natural gas distribution system, lines, mains, appurtenances, and all other necessary or convenient facilities for the purpose of providing natural gas service.
- 1.5. "Ordinance" means this ordinance setting forth the terms and conditions of the franchise granted to the Franchisee.
- 1.6. "Franchise agreement" as referred to in this Ordinance shall mean the Ordinance.

Section 2. Franchise Grant. Subject to the terms and conditions set forth in this Ordinance, the City grants to the Franchisee the right, privilege, authority and franchise to:

- 2.1. Construct, install, operate, maintain, replace, repair and use Facilities in, over, along, across and under the Franchise Area for purposes of providing natural gas service; and
- 2.2. Charge and collect fees, rates and other compensation for such natural gas services.

Section 3. Franchise Term. This Franchise is and shall remain in full force and effect for a period of ten (10) years from the effective date of this Ordinance; provided, that this Franchise shall not take effect and the Franchisee shall have no rights under this Franchise unless the Franchisee files a written acceptance of this Franchise with the City pursuant to Section 4 of this Ordinance. The Franchise will automatically renew for successive periods of five years unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the then current term.

Section 4. Acceptance by Franchisee of Terms and Conditions. The full acceptance of this Franchise and all of its terms and conditions shall be filed with the City Clerk within thirty (30) days from the date of this Ordinance, by the Franchisee. Full acceptance of this Franchise is a condition precedent to its taking effect, and unless this Franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

Section 5. Non-Exclusive Franchise. This Franchise is not exclusive. It does not prohibit the City from granting franchises for other public or private utilities in, over, along, across, and under any City property, including City road rights-of-way. This Franchise does not prevent or prohibit the City from constructing, altering, maintaining or using any City road rights-of-way covered by this Franchise. The City retains full power to make all changes, relocations, repair, maintenance or other work to or in the Franchise Area as the City deems fit.

Section 6. Jurisdiction. This Franchise is intended to convey limited rights and interest only-as to those roads and rights-of-way in which the City has an actual interest. It is not a warranty of title or of interest in City road rights-of-way. None of the rights granted to the Franchisee shall affect the jurisdiction of the City over City road rights-of-way or the City's power to perform work upon its roadways, rights-of-way or appurtenant drainage facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

Section 7. Regulation of Use and Control. This Franchise does not deprive the City of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the City road rights-of-way covered by this Franchise. The City reserves the right and power at all times to exercise its police powers with respect to the time, manner and location of the placement of the Franchisee's Facilities.

Section 8. Eminent Domain. This Franchise and the limited rights and interests granted by this Franchise are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by the City, the value to be attributed to all the rights and interests granted under this Franchise shall not exceed the actual amount the Franchisee paid to the City in obtaining this Franchise. The value of the Facilities, however, is separate from and in addition to the value of this Franchise.

Section 9. Vacation. If at any time the City vacates any City rights-of-way covered by this Franchise, the City will not be held liable for any damages or loss to the Franchisee by reason of such vacation. The City may, after giving one hundred twenty (120) days written notice to the Franchisee terminate this Franchise with respect to any City road or rights-of-way vacated. In the event of any vacation of right-of-way, the City shall use reasonable efforts to assist Franchisee with relocation of Facilities affected thereby.

Section 10. Enforcement. Either party's failure to enforce any provision of this Franchise does not constitute a waiver of that party's right to enforce that provision or any other provision of this Franchise.

Section 11. Indemnity and Hold Harmless.

- 11.1. To the extent and in the proportion caused by Franchisee, the Franchisee shall defend, indemnify and hold harmless the City, its appointed and elected officials, and its employees and agents from and against liability for all claims, actions, injuries, demands, liabilities, losses, costs, damages and judgments, including costs of defense thereof, (collectively referred to as "damages") for injury to persons, death or property damage caused by or arising out of the Franchisee's neglect, default, or misconduct in Franchisee's exercise of the rights and privileges granted by this Franchise, except for damages caused by or arising out of the City's sole negligence. In the event that any such claim or demand for damages is presented to or filed with the City, or if any suit or action is initiated against the City based on such claims or demands for damages, the City shall promptly notify the Franchisee of the claim, demand, suit or action giving Franchisee ample and reasonable time to defend the same.

- 11.2. With respect to the obligations to hold harmless, indemnify, and defend provided for herein, but only as they relate to claims against the City, its officers, agents, and employees, the Franchisee agrees to waive the Franchisee's immunity under the Industrial Insurance Act, Title 51 R.C.W., for any injury, sickness, or death suffered by the Franchisee's employees which is caused by or arises out of, in whole or in part, the Franchisee's negligent exercise of rights and privileges granted by this Franchise. The parties understand and agree that this waiver is effective only between the City and the Franchisee and that it does not create any third-party beneficiary right for any employee of Franchisee.
- 11.3. In the event of a claim or lawsuit against the City and/or Franchisee by an employee, current or past, of Franchisee, Franchisee expressly waives its immunity from suit by said employee under RCW Title 51 for the sole purpose of including the allocation of fault against the Franchisee pursuant to RCW 4.22.070 as currently exists or is hereinafter amended. The parties intend that to the extent both Franchisee and City are at fault, each should be liable for its proportionate share of the damages, and if the parties fail to agree, such damages shall be allocated pursuant to paragraph 29 of this franchise.

Section 12. Insurance. The Franchisee shall obtain and keep in force during the term of the Franchise commercial general liability insurance policies with insurance companies which initially have an A. M. Best's rating of "A-VI" or better, and who are approved by the insurance commissioner of the State of Washington pursuant to Title 48 RCW.

- 12.1. Prior to the execution of the Franchise, the Franchisee shall purchase a commercial general liability insurance policy meeting the requirements set forth in this Franchise. The Franchisee shall file with the City a certificate of insurance evidencing such policies to be in force. The certificate shall be accompanied by such policy endorsements as are necessary to comply with the requirements set forth herein. The Franchisee's failure to fully comply with the requirements regarding insurance will be considered a material breach of this Franchise and shall be cause for termination of the Franchise pursuant to Section 24 of this Franchise.
- 12.2. Such insurance shall name the City as an additional insured and shall provide coverage to the City and its elected and appointed officials, employees, agents and professional consultants, including its consulting engineers and attorney. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as, well as claims for property damages which may arise from any negligent act or omission of the Franchisee, its subcontractors, agents, or employees.
- 12.3. The insurance shall be maintained in full force and effect at the Franchisee's sole expense throughout the term of the Franchise.
- 12.4. The City shall be given at least forty-five (45) days written notice of cancellation or nonrenewal of such insurance coverage.

- 12.5. The coverages provided by the Franchisee's insurance policies shall be primary to any insurance maintained by City except as to losses or damages attributable in whole or part to the negligence, default, or misconduct of the City. Except as provided above, any insurance maintained by City that might relate to this franchise shall be in excess to the Franchisee's insurance and shall not contribute with or to it, as such liability shall be allocated between Franchisee and City under this Agreement.
- 12.6. The Franchisee's insurance policies shall protect each insured in the same manner as though a separate policy has been issued to each. Inclusion of more than one insured shall not affect the rights of any insured as respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.
- 12.7. The provision of the coverage in the stated amount shall not be construed to relieve the Franchisee from liability in excess of such limits.
- 12.8. The Franchisee shall maintain Worker's Compensation Insurance as required by state or federal statute. The Franchisee's Labor and Industries account number shall be noted on the certificate of insurance.

The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any work therein. The services of the City's or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. The Franchisee shall provide safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

- 12.9. The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW.
- 12.10. The contractual coverage of the Franchisee's insurance policies shall be sufficiently broad enough to insure the provisions of the hold harmless clause of the Franchise subject to the terms and conditions of the insurance policies.
- 12.11. The following types and limits of insurance are required:

- 12.11.1. Commercial General Liability

\$2,000,000 combined Single Limit Bodily Injury and Property Damage
Employees and Volunteers as Additional Insured Premises and operations
Broad form property damage including underground, explosion and
collapse hazard (XCU) Products completed operations (through guaranty

period) Blanket Contractual Subcontractors Personal Injury with EE exclusion deleted Employers liability (Stop gap)

12.11.2. Automobile Liability

\$1,000,000 per accident bodily injury and property damages liability, covering any owned automobile, hired automobiles, non-owned automobile

12.11.3. Umbrella Liability

\$2,000,000 per occurrence.

\$2,000,000 aggregate

Section 13. Installation, Repair, Removal or Relocation.

13.1. The Franchisee shall, at no expense to the City, repair all existing Facilities that it owns within the Franchise Area, including all appurtenant facilities and service lines connecting its system to users, if such repair is required by the City for any reasonable purpose.

13.2.

A. Whenever the City causes the construction of any public works project within the Streets and such construction necessitates the relocation of Franchisee's Facilities from their existing location within the Streets, such relocation will be at no cost to the City, except as follows:

- a. If the City requires the subsequent relocation of any of Franchisee's Facilities, including relocation pursuant to Section 13.2(D) below, within twelve (12) years from the date of relocation of such Facilities are in service, the City (or third party if pursuant to Section 13.2(D) below) shall bear the entire cost of such subsequent relocation.
- b. All costs and expenses to relocate Franchisee's Facilities to accommodate another utility or franchise holder shall be paid by the utility or franchise holder.

B. In the event an emergency posing a threat to public safety or welfare, as declared by the Mayor of the City, requires the relocation of Franchisee's Facilities within the Streets, the City shall give Franchisee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, Franchisee shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

C. Subject to Section D, whenever the City or any third party requires the relocation of Franchisee's Facilities to accommodate work of such third party within the Streets, then Franchisee shall have the right as a condition of any such relocation to require payment to Franchisee, at a time and upon terms acceptable to Franchisee, for any and all costs and expenses incurred by Franchisee in the relocation of Franchisee's Facilities.

- D. Any condition or requirement imposed by the City upon any third party (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation) which requires the relocation of Franchisee's Facilities within the Streets, shall be a condition or requirement causing relocation of Franchisee's Facilities to occur subject to the provisions of Section 13.2(C) above; provided, however in the event the City reasonably determines and notifies Franchisee that the primary purpose of imposing such condition or requirement upon such third party is to cause or facilitate the construction of a public works project to be undertaken within a segment of the Streets on the City's behalf and consistent with the first three years (financially constrained) of the City's Capital Improvement Plan or 6-year Transportation Improvement Program; then only those costs and expenses incurred by Franchisee in reconnecting such relocated Facilities with Franchisee's other Facilities shall be paid to Franchisee by such Third Party, and Franchisee shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with Section 13.2(A) above. The third party shall be responsible to Franchisee for any incremental cost increases, as reasonably determined by City, above costs attributable for the public works project due to factors such as, but not limited to, increased distance or interim design changes necessitated by less than full public works project relocation. The third party shall adhere to Franchisee's regulations, standards and policies for all development.

Nothing in this Section 13.2 shall require Franchisee to bear any cost or expense in connection with the relocation of any Franchisee Facilities existing under benefit of easement (other than City owned utility easements) or other rights not arising under this Franchise, nor shall anything in this Section 13.2 require the City to bear any such cost or expense. Nothing in this Section 13.2 shall be construed to be a waiver of any right of either Franchisee or the City to contest any claim or assertion by the other of responsibility to pay such cost or expense.

Section 14. Requirement of Permits.

- 14.1. The Franchisee has the right, privilege and authority to enter the City road rights-of-way for the purpose of constructing, installing, operating, maintaining, replacing or repairing its Facilities on the condition that it first obtains all permits required by the City Municipal Code as it now exists or is hereinafter amended. Any work performed, whether by Franchisee, its contractors, or third parties, shall include necessary paving, resurfacing, grading and any other reasonably necessary repair or restoration to the City road rights-of-way. All work shall be done to the reasonable satisfaction of the City.
- 14.2. All equipment, lines and appurtenances which are used in the construction, installation, operation, maintenance or repair of the Franchisee's Facilities and which are located within the City road rights-of-way and owned by the Franchisee shall be considered to be part of the Franchisee's system and shall be the responsibility of the Franchisee. All permits for the construction, installation, operation, maintenance or repair of the Franchisee's system shall be applied for and given in the name of the Franchisee, who will be responsible for all work done under the permit. The Franchisee remains

responsible whether the work is performed by the Franchisee, its contractors, or by third parties.

Section 15. Restoration of City Rights-of-Way. The Franchisee shall in all respects and at all times comply with the requirements of the Wenatchee Municipal Code as it now exists or is hereinafter amended as the Code relates to restoration of City rights of way. The Franchisee shall specifically adhere to all of the requirements of Ordinance number 98-33 as it now exists or is hereinafter amended.

Section 16. Performance of Work. The Franchisee covenants that in consideration for the rights and privileges granted by this Franchise, all work performed by the Franchisee on City road rights-of-way shall conform to all City requirements including, but not limited to, the requirements of the City's Road Standards in force when the work is performed. All traffic control shall conform to the current edition of the annual Uniform Traffic Control Devices in force when the work is performed.

Section 17. Information on Location of Facilities. Prior to the effective date of this ordinance, the Franchisee shall provide the City with maps showing the location of the Franchisee's current Facilities, including copies of all as-builts for such Facilities. In addition, if the Franchisee performs any work to install, repair, reconstruct, or replace Facilities in the Franchise Area after the effective date of this ordinance, the Franchisee shall provide the City with maps showing the location of those Facilities, including copies of all as-builts. Upon request of the City, the Franchisee will locate Facilities in the field, which locations will take precedence over maps and/or as-builts.

Section 18. Coordination of Work in City Rights-of-Way. To facilitate the coordination of work in City rights-of-way, if either the Franchisee or the City shall at any time plan to make excavations in the Franchise Area, the party planning such excavation shall provide written notice to the other of the planned excavation, affording the other party the opportunity to share in the excavation; provided, that (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made, (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties, and (3) either party may deny such request for safety reasons. The Franchisee shall also comply with all requirements of Wenatchee Ordinance number 98-33 as it now exists or is hereinafter amended.

Section 19. Reimbursement of Costs. Pursuant to RCW 35.21.860, the Franchisee shall reimburse and pay to the City the amount of actual reasonable administrative expenses incurred by the City which are directly related to the receipt and approval of a permit, license or franchise, to inspecting plans and construction or to the preparation of a detailed statement pursuant to RCW 43.21C. In the event of non-payment within thirty (30) days of presentation, the Franchisee shall pay the City's reasonable attorneys' fees and other costs incurred, in collecting such amount.

Section 20. Grading Requirements. The right to construct, install, operate, maintain and repair Franchisee's Facilities granted by this Franchise does not preclude the City, its agents or contractors from grading, or doing other road work contiguous to the Franchisee's Facilities using

reasonable care. When practical, the Franchisee will be given forty-eight (48) hours notice of any grading or excavating.

Section 21. Survey Markers and Monuments. Before any work is performed under this Franchise, the Franchisee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights-of-way, and all other surveys, which may be disturbed during construction. The reference points shall be located so that they will not be disturbed during any of Franchisee's operations under this Franchise. The method of referencing monuments or other markers or points shall be approved by the City before placement. The replacement of all markers or monuments disturbed during any construction of the Franchisee shall be made as promptly as conditions permit. The cost of monuments or markers lost, destroyed, or disturbed and the expense or replacement with approved markers or monuments shall be borne by the Franchisee.

Section 22. Reservation of Rights. The City reserves the right to impose a utility tax on the Franchisee, and/or to charge the Franchisee a reasonable fee for services provided or rights granted under this Franchise, to the extent authorized by law.

Section 23. Assignment. The Franchisee shall not have the right to assign this Franchise without the prior written consent of the City. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions and responsibilities contained within the Franchise. Notwithstanding anything to the contrary contained herein, permission is hereby granted to Franchisee to pledge the Franchise and Facilities to secure any bona fide indebtedness of the Franchisee, and express consent is hereby given to the mortgaging and assignment for security purposes of the Franchise and Facilities with no requirement that the Trustee file any acceptance of this Franchise and the liabilities and obligations of said Trustees shall in any event be limited to the Facilities comprising the trust estate.

Section 24. Penalty for Violation of Conditions. If the Franchisee fails to comply with any material term, condition or responsibility under this Franchise, the City may provide the Franchisee with written notice of the City's intent to revoke the Franchise if the Franchisee's failure is not cured within thirty (30) days of the date of the notice. During the thirty (30) days following the date of the notice, the Franchisee shall have the opportunity to remedy the failure to comply. A public hearing shall be scheduled before the Wenatchee City Council at least thirty (30) days following the notification on the issue of the revocation. If at the hearing, the City Council finds that grounds exist to revoke the Franchise under this Paragraph and that the revocation is in the public interest, the City Council may by ordinance revoke the Franchise. The revocation shall be effective ninety (90) days after the public hearing.

Section 25. Expiration

- 25.1. Upon the expiration of this Franchise, the Franchisee shall continue to be responsible for the operation and maintenance of the Franchisee's existing facilities in the Franchise Area, but shall not have the right to provide additional services on City property without appropriate easements, permits, or rights-of-way granted by City. This Section and Sections 11, 12, 13, 14, 15, 16, and 19 of this Franchise shall continue in force until

such time as the Franchisee's Facilities are removed from the Franchise Area or abandoned in place with approval of the City.

Section 26. Compliance with Laws. The Franchisee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act and the City's Environmental Standards and Ordinances.

Section 27. Non-Discrimination Clause. In all hiring or employment made possible or resulting from this Franchise, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the grounds of sex, sexual orientation, race, color, national origin, age, except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Section 28. Rates. The Franchisee agrees that the rates to be charged by Franchisee for gas used for fuel, power, heat, and other purposes, and character of the service to be rendered by the Franchisee shall be as prescribed by the Washington Utilities and Transportation Commission or other agency of this state having jurisdiction over such rates and service, including the City.

Section 29. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City of Wenatchee
Mayor's Office:
ATTN Executive Services Director
301 Yakima Street
Wenatchee, Washington 98801

Cascade Natural Gas Corporation:
8113 West Grandridge Boulevard
Kennewick, Washington 99336-7716

Arbitration. In the case of (a) any dispute or question arising between the parties that could result in the award of monetary damages to either party, or (b) after the City has been adjudged to be at fault in a civil action for personal injuries brought by a Franchisee employee, had that fault apportioned under RCW 4.22.070, and then paid a judgment entered ("Judgment"), then the parties shall submit the dispute or question or the apportionment of responsibility between the City and Franchisee for the Judgment to arbitration; provided, that this arbitration provision shall not apply to any dispute or question involving decisions by the City concerning public policy. Unless otherwise provided by law, the parties may agree on one arbitrator. If the parties cannot agree on one arbitrator, there shall be three arbitrators, one appointed in writing by each party and the third chosen by the two named arbitrators. The decision of the arbitrator under this Paragraph shall be final and binding on the parties.

Section 30. Attorneys' Fees. In the event that either party commences litigation or arbitration proceedings against the other party relating to the performance or alleged breach of this Franchise, the parties shall bear their own attorney fees and costs incurred therein.

Section 31. Severance. If any term, provision, or condition of this Franchise is held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect.

Section 32. Effective Date. This ordinance having been introduced at a prior council meeting at least five (5) days prior to its date of passage, the ordinance having been submitted to the City attorney, and the ordinance being approved by at least a majority of the entire City Council at a regular meeting thereof, shall take effect and be in force five (5) days after its passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof, this ____ day of _____, 2020.


CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY STANGER, City Clerk

APPROVED:

By  _____
STEVE D. SMITH, City Attorney

ACCEPTED:
CASCADE NATURAL GAS CORPORATION

By _____
ERIC MARTUSCELLI
Vice President of Field Operations

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PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof, this 10th day of December, 2020.

CITY OF WENATCHEE, a Municipal Corporation

By: 
FRANK KUNTZ, Mayor

ATTEST:

By 
TAMMY STANGER, City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney

ACCEPTED:
CASCADE NATURAL GAS CORPORATION

By 
ERIC MARTUSCELLI
Vice President of Field Operations