

Village of Lino Lakes Ordinance No. 41

FRANCHISE FOR GAS DISTRIBUTION

An Ordinance granting unto North Central Public Service Co., 1725 Carroll Avenue, St. Paul, Minnesota, its successors and assigns, the franchise and right for a period of twenty-five (25) years to erect, construct, reconstruct, maintain, and operate a gas distributing system for the distribution of gas in a portion of the Village of Lino Lakes, Minnesota, consisting of all such equipment, machinery, pipes, fixtures, tanks, and other appurtenances as may be necessary or useful for such distributing system, and to use and occupy the streets, avenues, alleys, bridges, and other public places of said Village with gas mains, pipes, pipeline conduit and other necessary or useful appliances or equipment for the sale and/or distribution of such gas in and to said Village and the inhabitants thereof, and others, and to sell, transmit and distribute such gas to such Village and its inhabitants, or others, within or without the corporate limits of said Village for light, heat, power, fuel, cooking and for all other purposes, and prescribing the terms and conditions of a grant and the penalty for the violation of same and repealing all ordinances in conflict therewith.

WHEREAS, it is deemed to be the best interest of the Village of Lino Lakes, Minnesota, that arrangements be made for the distribution of gas in a portion of said Village, and that North Central Public Service Co. of St. Paul, Minnesota, 1725 Carroll Avenue, St. Paul, Minnesota, be granted a Franchise therefor.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Lino Lakes:

SECTION I

That the Village of Lino Lakes, Minnesota hereby grants unto North Central Public Service Co. of St. Paul, Minnesota, its successors and assigns, a non-exclusive Right and Franchise for a period of twenty five (25) years from and after the date of passage, approval and publication of this Ordinance, to erect, construct, reconstruct, maintain and operate within the Village of Lino Lakes, (except that portion of the Village of Lino Lakes described as follows:

Beginning at the intersection of the north side of North Road and the east side of Sunset Avenue; east along the north side on the North Road to and including the east side of Sunrise Avenue; then North on both sides of Sunrise Avenue to Rustic Lane; along both sides of Rustic Lane to Glenview Street; along both sides of Glenview Street west to the east side of Sunrise Avenue; north on both sides of Sunrise Avenue to the south side of Elm Street; west on both sides of Elm Street to the east side of Sunset Avenue; south on the east side of Sunset Avenue to the point of beginning; and the area bounded by the south side of Elm Street, the east side of Fourth Avenue, and the south side of T. H. 35-W and the area bounded by the north side of 74th Street, the east side of Fourth Avenue, the south side of Lilac, and the east side of Second

were extended from its present terminus at Elm Street north along the center line of Section 18.

a gas distributing system, together with all appurtenances, pipes, machinery, tanks, and appliances necessary or useful thereto, for the distribution of gas for the purpose of selling, distributing and supplying gas to said Village (other than the excepted portion thereof) and the inhabitants thereof, and others, together with the Right and Franchise to use and occupy the streets, avenues, alleys, bridges and other public places of said Village (other than the excepted portion thereof) as now laid out or hereafter extended, with its gas mains, pipes, pipelines, distributing lines, conduits, and other appliances and appurtenances necessary or useful for the purpose of maintaining and operating such gas distributing system

within said Village (other than the excepted portion thereof), and the Right and Franchise of selling, distributing and supplying said Village (other than the excepted portion thereof), and inhabitants thereof, and others, within and without the corporate limits of said Village (other than the excepted portion thereof), with such gas for light, heat, fuel, power, cooking, and other purposes, subject to the terms and conditions of this Ordinance, as herein set forth, and repealing all ordinances in conflict therewith.

SECTION II

Grantee shall construct, maintain and operate or otherwise provide a modern and adequate gas distributing system for the furnishing, sale and/or distribution of gas in said Village (other than the excepted portion thereof) as soon as a supply of gas is available, and said system shall have adequate capacity to furnish the reasonable requirements of said Village (other than the excepted portion thereof) and its inhabitants with gas, and Grantee shall, from time to time, make such reasonable additions and extensions as may be required to furnish adequate service within said Village of Lino Lakes.

SECTION III

In order to effect the rights granted hereunder, the Grantee is authorized to make all necessary excavations in the streets, avenues, alleys and other lanes and public places of said Village (other than the excepted portion thereof), but the same shall be done with the least possible interference with or inconvenience to the public individuals, or public property; and the Grantee shall, in all cases, restore all streets, alleys and public places and all pavements and excavations to their original conditions; and, in laying mains and pipes, the Grantee shall conform to all reasonable regulations prescribed by the Village to prevent injury to the pavement, streets, avenues, alleys and public places, and Grantee shall not unnecessarily interfere with, injure or change any pavement, water pipes, drains or sewers of said Village, either public or private.

SECTION IV

upon the express condition that the Grantee shall be liable for all damages caused by the negligence or mismanagement of Grantee, its agents or employees, in the construction and maintenance of said gas distributing system, and it shall protect said Village from any and all liability therefrom.

SECTION V

Grantee agrees to furnish and supply to the Village and its inhabitants, when available, an adequate supply of gas as long as available under such pressure and conditions as may be reasonably required under such rules and regulations as may be established by Grantee, and the Village Council of the Village of Lino Lakes, as by law provided. Grantee agrees to furnish at its own expense meters for measuring gas purchased.

SECTION VI

The rates to be charged by the Grantee for gas or gas service hereunder, and the standard of service, shall be such as may be fixed from time to time by the Grantee and Village Council of the Village of Lino Lakes or such rate making body as may hereinafter be established under the laws of the State of Minnesota and given jurisdiction thereof, provided that the rates to be charged by the Grantee hereunder are to be reasonable, and shall at all times be such as will yield to it a reasonable return from its property used and useful in the furnishing of gas.

SECTION VII

That all of the provisions of this Ordinance shall apply to the successors and assigns of the Grantee with the same force and effect as they do the Grantee itself.

SECTION VIII

That the Grantee, in addition to saving the Village harmless from any and all claims which may be made against the Village by reason of, or on account of, the construction, maintenance, or operation of the plant, distributing systems, and other construction erected and maintained under and by virtue of this Franchise, shall defend any suit brought against the Village on account thereof at its sole cost and expense, and should any judgment be rendered against the Village as a result of said suit or suits, the Grantee hereby agrees to pay said judgment, and the record of the judgment against said Village in such suit shall be conclusive evidence to entitle said Village to recover the amount thereof from said Grantee.

The Grantee, its lessees, successors or assigns shall file with the Village certificates of insurance as follows: public liability, \$200,000 each person; \$1,000,000 each accident; property damage, \$100,000 each accident--- aggregate protective.

SECTION IX

That if the Grantee fails to perform any of the conditions, requirements, duties, or obligations here-

said Grantee, the Village may cause to be served upon the Grantee a written notice in the manner provided for serving original notices in civil action, which notice shall specify the particular conditions, duties, obligations, or requirements which it is claimed the Grantee has failed to perform, and if the Grantee shall not perform such conditions, requirements, duties, or obligations specified in said notice within thirty (30) days after the date of the service of said notice, upon a proper showing made by the Village before a court of competent jurisdiction, the court, at its discretion, may order or refuse to order the performance of such requirements, or may declare a forfeiture of all the rights of the Grantee. In the event that the Grantee, its successors or assigns have not made suitable progress in the building of its distribution system in the Village of Lino Lakes by December 31, 1966 the Village in either case may cancel this Franchise by a thirty (30) day written notice to the Grantee, its successors or assigns, without the necessity of any court hearing whatsoever; provided, that the Grantee, its successors or assigns, can show that said natural gas may be available within a reasonable time to comply with their terms of this Franchise, said notice of cancellation shall be extended for such reasonable period, but not to exceed a period of ten months.

SECTION X

That all ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

SECTION XI

This Franchise shall be subject to the provisions of Minnesota Statutes 300.05.

SECTION XII

This ordinance shall take effect and be in full force immediately upon its passage and approval by the Village and its publication as provided by law; provided, that the Grantee within thirty (30) days from the date of said approval authorizing said Franchise, shall file with the Village Clerk its written acceptance thereof.

SECTION XIII

Whenever the term "Grantee" is used herein it shall be taken to mean and include North Central Public Service Co. of St. Paul, Minnesota, and its successors and assigns.

PASSED, ADOPTED AND APPROVED by the Village Council of the Village of Lino Lakes, Minnesota on the 13th day of June, 1966.

VILLAGE OF LINO LAKES, MINN.
/s/ Alden E. Domning
Mayor, Alden E. Domning
/s/ Naomi Zelinka
Clerk, Naomi Zelinka
(Village Seal)
Published in Circulating Pines,
June 23, 1966.

BICYCLE DERBY
A Bicycle Derby was held
Cub Scout Pack #65
The winners were
Lino, first place
Circle Pines
Michigan
place