

ORDINANCE No. 793.

ORDINANCE GRANTING TO SOUTHERN CALIFORNIA EDISON COMPANY LTD., ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO USE, FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY AND ELECTRICAL ENERGY WITHIN THE CITY OF REDLANDS FOR ANY AND ALL PURPOSES OTHER THAN THOSE AUTHORIZED UNDER SECTION 19 OF ARTICLE XI OF THE CONSTITUTION OF THE STATE OF CALIFORNIA AS SAID SECTION EXISTED PRIOR TO ITS AMENDMENT ON OCTOBER 10, 1911, ALL POLES, WIRES, CONDUITS AND APPURTENANCES WHICH ARE NOW OR MAY HEREAFTER BE LAWFULLY PLACED IN THE PUBLIC STREETS, ALLEYS, WAYS AND PLACES WITHIN SAID CITY AND TO CONSTRUCT AND USE IN SAID PUBLIC STREETS, ALLEYS, WAYS AND PLACES ALL POLES, WIRES, CONDUITS AND APPURTENANCES NECESSARY OR PROPER FOR SAID PURPOSES.

The City Council of the City of Redlands does ordain as follows:

Section 1. Whenever in this ordinance the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

(a) The word "grantee" shall mean the corporation to which the franchise contemplated in this ordinance is granted and its lawful successors or assigns;

(b) The word "City" shall mean the City of Redlands, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or re-incorporated form;

(c) The word "streets" shall mean the public streets, ways, alleys and places as the same now are or may hereafter exist within said city;

(d) The phrase "poles, wires, conduits and appurtenances" shall mean poles, towers, crossarms, conduits, cables, wires, service wires, guy-wires, vaults, manholes, appliances, attachments, appurtenances and any other property located, or to be located, in, upon, along, across, under

1 or over the streets of the city and used or useful
2 in the transmitting and/or distributing of electricity
3 and electrical energy.

4 (e) The phrase "construct and use" shall mean to
5 lay, construct, erect, install, operate, maintain, use,
6 repair or replace.

7 (f) The phrase "constitutional franchise" shall mean
8 the right acquired through acceptance by said grantee or
9 its predecessor in estate of the offer contained in the
10 provisions of Section 19 of Article XI of the Constitution
11 of the State of California, as said section existed prior
12 to its amendment on October 10, 1911, and now owned by
13 said grantee, which entitles it to use the public streets
14 and thoroughfares of said city for introducing and supply-
15 ing such city and its inhabitants with illuminating light.

16 Section 2. The franchise (a) to use, for transmitting
17 and distributing electricity within the City of Redlands for any
18 and all purposes other than those authorized under said constitu-
19 tional franchise, all poles, wires, conduits and appurtenances,
20 which are now or may hereafter be lawfully placed on, in or under
21 the streets within said city, and (b) to construct and use in
22 said streets, all poles, wires, conduits and appurtenances necessary
23 or proper for said purposes, is hereby granted to Southern
24 California Edison Company Ltd., upon the terms and conditions
25 set forth in the Franchise Act of 1937.

26 Section 3. Said franchise shall be indeterminate, that is
27 to say, said franchise shall endure in full force and effect until
28 the same shall, with the consent of the Railroad Commission of the
29 State of California, be voluntarily surrendered or abandoned by
30 the possessor thereof, or until the State or some municipal or
31 public corporation thereunto duly authorized by law shall purchase
32 by voluntary agreement or shall condemn and take under the power

1 of eminent domain, all property actually used and useful in the
2 exercise of said franchise and situate in the territorial limits
3 of the state, municipal or public corporation purchasing or
4 condemning such property, or until said franchise shall be forfeit-
5 ed for noncompliance with its terms by the possessor thereof.

6 Section 4. The grantee of said franchise shall, during
7 the term hereof, pay to said city, during the life of the fran-
8 chise, a sum annually which shall be equivalent to two percent
9 (2%) of the gross annual receipts of said grantee arising from
10 the use, operation or possession of said franchise; provided,
11 however, that such payment shall in no event be less than a sum
12 which shall be equivalent to one-half per cent (1/2%) of the gross
13 annual receipts derived by grantee from the sale of electricity
14 within the limits of such city under said franchise and said
15 constitutional franchise.

16 Section 5. The grantee hereof shall file with the City
17 Clerk of the City of Redlands, within three(3) months after the
18 expiration of the calendar year, or fractional calendar year,
19 following the date of the granting of this franchise, and within
20 three (3) months after the expiration of each and every calendar
21 year thereafter, a duly verified statement showing in detail the
22 total gross receipts of said grantee, its successors or assigns,
23 during the preceding calendar year, or such fractional calendar
24 year, from the sale of the utility service for which this fran-
25 chise is granted. It shall be the duty of the grantee to pay
26 to the City of Redlands within fifteen (15) days after the time
27 for filing said statement, in lawful money of the United States,
28 the specified percentage of its gross receipts for the calendar
29 year, or such fractional calendar year, covered by said statement.
30 Any neglect, omission or refusal of said grantee to file said
31 verified statement, or to pay said percentage at the times or
32 in the manner hereinbefore provided, shall be grounds for the

1 declaration of a forfeiture of this franchise and of all rights
2 hereunder.

3 Section 6. This ordinance is granted under and in accord-
4 ance with provisions of said Franchise Act of 1937.

5 Section 7. This ordinance shall become effective thirty
6 (30) days after its final passage, unless suspended by a referen-
7 dum petition filed as provided by law.

8 Section 8. The grantee of this franchise shall pay to the
9 City a sum of money sufficient to reimburse it for all publication
10 expenses incurred by it in connection with the granting hereof;
11 said payment to be made within thirty (30) days after the city
12 shall have furnished said grantee with a written statement of such
13 expenses.

14 Section 9. Within ten (10) days after the passage and publi-
15 cation of this ordinance the grantee shall file with the City
16 Clerk a written acceptance of this franchise.

17 Section 10. The City Clerk shall certify to the adoption of
18 this ordinance and shall cause the same to be published once in
19 the Redlands Daily Facts.

20 Attest R.P. Hoob acting C.A. Macaublin
City Clerk Mayor of the City of Redlands.

21 I hereby certify that the foregoing ordinance was adopted
22 by the City Council of the City of Redlands on the 18th day of
23 October, 1937, by the following votes:

24 AYES: Councilmen Clapp, Cranston,
25 Maublin, Spoor & Mayor Bruyemeyer.
26 NOES: None

27
28
29 R.P. Hoob
30 City Clerk, City of Redlands,
California.

31 Oct. 4-1937: Introduced by City Clerk
32 Oct. 18-1937: Adopted.

Attest: R.P. Hoob, City Clerk -4-