

ORDINANCE NO. 476

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 MANHATTAN BEACH, FOR ANY AND ALL PURPOSES, 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 Manhattan Beach 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/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 Manhattan Beach, a municipal corporation of the State of California, in its present incorporated form or in any later re-organized, 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 in
2 the transmitting and/or distributing of electricity and
3 electrical energy;

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

7 Section 2. The franchise (1) to use, for transmitting
8 and distributing electricity and electrical energy within the City
9 of Manhattan Beach, for any and all purposes, all poles, wires,
10 conduits and appurtenances that are now or may hereafter be law-
11 fully placed in the public streets, alleys, ways and places within
12 the said City, and (2) to construct, and use in said public
13 streets, all poles, wires, conduits and appurtenances necessary or
14 proper for said use, is hereby granted to Southern California
15 Edison Company Ltd., upon the terms and conditions set forth in
16 the Franchise Act of 1937.

17 Section 3. Said franchise shall be indeterminate, that
18 is to say, said franchise shall endure in full force and effect
19 until the same shall, with the consent of the Railroad Commission
20 of the State of California, be voluntarily surrendered or abandoned
21 by the possessor thereof, or until the State or some municipal or
22 public corporation thereunto duly authorized by law shall purchase
23 by voluntary agreement or shall condemn and take under the power
24 of eminent domain, all property actually used and useful in the
25 exercise of said franchise and situate in the territorial limits
26 of the state, municipal or public corporation purchasing or con-
27 demning such property, or until said franchise shall be forfeited
28 for noncompliance with its terms by the possessor thereof.

29 Section 4. The grantee of this franchise shall

30 (a) construct, install and maintain all poles, wires,
31 conduits and appurtenances in accordance with and in
32 conformity with all of the ordinances, rules and regu-

1 lations heretofore or hereafter adopted by the legislative
2 body of the City of Manhattan Beach in the exercise of
3 its police powers and not in conflict with the paramount
4 authority of the State of California, and, as to State
5 highways, subject to the provisions of general laws
6 relating to the location and maintenance of such
7 facilities;

8 (b) pay to the City of Manhattan Beach, on demand,
9 the cost of all repairs to public property made necessary
10 by any operations of the grantee under this franchise;

11 (c) indemnify and hold harmless the City of
12 Manhattan Beach and its officers from any and all
13 liability for damages proximately resulting from any
14 operations under this franchise;

15 (d) remove or relocate, without expense to the
16 City of Manhattan Beach, any facilities installed, used
17 and maintained under this franchise if and when made
18 necessary by any lawful change of grade, alignment or
19 width of any public street, way, alley or place, includ-
20 ing the construction of any subway or viaduct, by the
21 City of Manhattan Beach; and

22 (e) file with the legislative body of the City of
23 Manhattan Beach within thirty (30) days after any sale,
24 transfer, assignment or lease of this franchise, or
25 any part thereof, or of any of the rights or privileges
26 granted hereby, written evidence of the same, certified
27 thereto by the grantee or its duly authorized officers.

28 Section 5. The grantee of said franchise shall, during
29 the term hereof, pay to said City, during the life of the franchise,
30 a sum annually which shall be equivalent to two percent (2) of
31 the gross annual receipts of said grantee arising from the use,
32 operation or possession of said franchise; provided, however, that

1 such payment shall in no event be less than a sum which shall be
2 equivalent to one percent (1%) of the gross annual receipts derived
3 by grantee from the sale of electricity within the limits of such
4 City under said franchise.

5 Section 6. The grantee hereof shall file with the City
6 Clerk of the City of Manhattan Beach, within three (3) months
7 after the expiration of the calendar year, or fractional calendar
8 year, following the date of the granting of this franchise, and
9 within three (3) months after the expiration of each and every
10 calendar year thereafter, a duly verified statement showing in
11 detail the total gross receipts of said grantee, its successors
12 or assigns, during the preceding calendar year, or such fractional
13 calendar year, from the sale of the utility service for which this
14 franchise is granted. It shall be the duty of the grantee to pay
15 to the City of Manhattan Beach within fifteen (15) days after the
16 time for filing said statement, in lawful money of the United
17 States, the specified percentage of its gross receipts for the
18 calendar year, or such fractional calendar year, covered by said
19 statement. Any neglect, omission or refusal of said grantee to
20 file said verified statement, or to pay said percentage at the
21 times or in the manner hereinbefore provided, shall be grounds for
22 the declaration of a forfeiture of this franchise and of all rights
23 hereunder.

24 Section 7. The grantee of this franchise shall file a
25 bond, running to the City of Manhattan Beach, with at least two
26 good and sufficient sureties, to be approved by the legislative
27 body thereof, in the penal sum of One Thousand Dollars (\$1,000.00),
28 conditioned that the grantee shall well and truly observe, fulfill
29 and perform each and every term and condition of this franchise,
30 and that in case of any breach of condition of said bond, the whole
31 amount of the penal sum therein named shall be taken and deemed to
32 be liquidated damages and shall be recoverable from the principal

1 and sureties upon said bond. Said bond shall be filed with the
2 legislative body of the City of Manhattan Beach within five (5)
3 days after the date of the granting of this franchise; and in case
4 said bond shall not be so filed, or shall not receive the approval
5 of the legislative body, this franchise shall be forfeited and any
6 money paid to the City in connection therewith shall likewise be
7 forfeited.

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

14 Section 9. This franchise shall not be exclusive, and
15 the granting of this franchise, and any of the terms or conditions
16 herein contained, shall not be construed to prevent the City of
17 Manhattan Beach from constructing, operating or maintaining an
18 electrical utility system, or from competing with said grantee,
19 or from granting any franchise to any person, firm or corporation
20 other than the grantee for the same or similar purposes, nor shall
21 this franchise ever be given any value before any Court or other
22 public authority in any proceeding of any character in excess of
23 the cost to the grantee of the necessary publication of Notice of
24 Intention to Grant Electric Franchise and the publication of this
25 Ordinance.

26 Section 10. This ordinance is granted under and in ac-
27 cordance with provisions of said Franchise Act of 1937, and the
28 provisions of said Act, whether set forth herein or not, become
29 a part hereof as though fully set forth herein.

30 Section 11. This ordinance shall become effective thirty
31 (30) days after its final passage, unless suspended by a referendum
32 petition filed as provided by law, and within ten (10) days after
the passage and publication of this ordinance the grantee shall

1 file with the City Clerk a written acceptance of this franchise.

2 Section 12. The City Clerk shall certify to the adoption
3 of this ordinance and shall cause the same to be published once
4 in the Manhattan Beach News.

5
6 Signed and approved this 15th day of December , 1938.

7
8 C. W. Lockry
9 Mayor of the City of Manhattan Beach,
10 California.

11 Attest:

12
13 Meritt Randall
14 City Clerk of the City of
15 Manhattan Beach, California.

16
17 I hereby certify that the foregoing Ordinance was
18 adopted by the City Council of the City of Manhattan Beach on the
19 15th day of December , 1938, by the following votes:

20 AYES: Councilmen Blech, Bark and Mayor Lockry

21 NOES: Councilmen Wedler

22 ABSENT: Councilmen Suppe

23
24 Meritt Randall
25 City Clerk, City of Manhattan Beach,
26 California.