

ORDINANCE NO. 1006, FOURTH SERIES

AN ORDINANCE GRANTING TO SACRAMENTO CITY LINES, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO ESTABLISH, MAINTAIN AND OPERATE A MOTOR COACH TRANSPORTATION SYSTEM OVER CERTAIN STREETS IN THE CITY OF SACRAMENTO FOR THE TRANSPORTATION OF PASSENGERS FOR HIRE AS A COMMON CARRIER AND FIXING THE TERMS AND CONDITIONS THEREOF

Be it enacted by the Council of the City of Sacramento:

Section 1. DEFINITIONS. When used in this ordinance, the following terms shall have the meaning herein specified.

(a) The word "CITY" shall mean the City of Sacramento, a municipal corporation of the State of California, in its present incorporated form or any reorganized, consolidated or reincorporated form.

(b) The word "GRANTEE" shall mean the Sacramento City Lines, a California corporation, and its lawful successors or assigns.

(c) The word "COUNCIL" shall mean the present governing body of the City or the incumbents of any office or board hereafter created by law performing similar functions.

(d) The words "MOTOR COACH" shall mean any trackless, self-propelled vehicles, designed and used for the conveyance of passengers.

(e) The term "CITY MANAGER" shall mean the City Manager of the City of Sacramento, or any person performing the functions of that office in the absence of the City Manager.

Section 2. NATURE OF GRANT. The authority, right, privilege and franchise is hereby granted to Grantee, its successors and assigns, for the period commencing on the date fixed in Section 21 hereof and expiring November 30, 1968, to establish, maintain and operate a motor coach transportation system for the

transportation of passengers for hire over, upon and along the streets designated in Section 3 and any other streets designated by Council in the manner provided for herein, all in accordance with the terms and conditions hereinafter set forth. Grantee shall have the right to carry newspapers and United States mail on any and all of its motor coaches provided the public shall not be inconvenienced thereby.

Section 3. ROUTE. Regular motor coach transportation service shall be established, operated and maintained over, upon and along the route provided for herein. In the event of interference caused by the physical condition of such route or part thereof, then a convenient alternate route selected by Grantee with the approval of City Manager shall be used until the obstruction is removed;

ROUTE:

From 8th and M Streets, at the point of connection of the system of CENTRAL CALIFORNIA TRACTION COMPANY with the system of SACRAMENTO NORTHERN RAILWAY, thence northerly along 8th Street to "I" Street; thence easterly along "I" Street to 15th Street; thence northerly along 15th Street to D Street; thence easterly along D Street to a point midway between 18th and 19th Streets; thence in a northerly direction to C Street; thence easterly along C Street to Alhambra Boulevard thence southerly along Alhambra Boulevard to G Street and return over the same route.

The grantee is hereby further granted the right to turn its motor coaches at termini or intermediate points on any route operated hereunder either in the intersection of the streets or by operating around the block contiguous to such intersections in either direction.

Section 4. CHANGE OF ROUTE. The route herein described may be altered or extended and new routes may be added from time

to time to meet public necessity and convenience, in any manner agreed upon by Council and Grantee. Any alteration, extension or addition shall be made by Ordinance except as hereinafter provided, and shall be subject to such applicable rules and regulations as may now or hereafter be promulgated by the Railroad Commission of the State of California.

Section 5. TEMPORARY ROUTES. Council by resolution may authorize operations over temporary routes agreed upon by Council and Grantee for a period not to exceed ninety days. If a temporary route provides substitute transportation for any other route then a temporary suspension of service over the route for which the substitution is made may be authorized in like manner. No temporary route shall become permanent until authority has been granted therefor in accordance with the provisions of Section 4. Occasional service desirable for some legitimate purpose may be authorized by Council resolution for a limited period.

Section 6. SCHEDULES. The hours of service and headways shall be such as will provide adequate transportation service on each route. Grantee from time to time may increase, decrease or so alter the hours of service and headways on any route so as to provide adequate service on such route.

Section 7. EQUIPMENT. All motor coaches operated by Grantee hereunder shall be of such size and seating capacity as may be adequate from time to time to meet the needs of the patrons of the route or routes upon which they are operated. Said motor coaches shall be maintained properly, serviced and kept in a safe, dependable and sanitary condition and shall be painted uniformly.

Section 8. EXTENSION BY ANNEXATION. Upon the annexation of any territory to City, the portion of any of the transportation system operated by Grantee that may be located within such annexed

territory shall thereafter be subject to all of the terms of this grant as though it were an extension hereunder.

Section 9. AUDITING BOOKS. Grantee at all times during usual business hours shall make available to City all books, accounts, or records pertaining to its operations hereunder for such examination as may be germane to the interests of City.

Section 10. FREE TRANSPORTATION. All policemen and firemen of the city, while in the actual discharge of their duties, and while going to and from work, and United States Mail Carriers in uniform while going to and from work, shall be allowed to ride in and on the street cars and motor coaches of Grantee within the boundaries of the City, without paying fare therefor, and with all the rights of other passengers.

Section 11. SECURITY FOR FAITHFUL PERFORMANCE. Grantee shall within ten (10) days after the passage of this Ordinance file a bond running to the City, to be approved by the City Council, in the penal sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS conditioned that Grantee shall well and truly observe and faithfully perform each and every term and condition of this franchise.

Section 12. INDEMNIFICATION. Grantee shall indemnify and save City harmless of and from all claims for a damage of every kind and description caused by Grantee in the exercise of the rights and privileges conferred hereby. Grantee reserves the right, however, to join in the defense of any action arising hereunder.

Section 13. COMPETITION. This franchise shall not be construed to be an exclusive grant except as to the route herein specified or as the same may be changed as provided herein. City shall not grant a franchise to a competing carrier on any route paralleling within one-half ($\frac{1}{2}$) mile of any route that Grantee is authorized to operate hereunder. No franchise shall be granted to a carrier other than Grantee within City until a public hearing

to determine the public convenience and necessity for a franchise to such other carrier has been held before Council after at least fifteen (15) days' notice thereof to Grantee. In the event City proposes to grant a franchise to any carrier other than Grantee, the same shall not be done for a period of sixty (60) days after written notice to that effect has been given to Grantee during which time Grantee shall have the option of exercising the same rights to be granted such other carrier. If Grantee exercises such option within said period of sixty (60) days, no franchise shall be granted to such other carrier. Nothing herein contained shall be construed as prohibiting City from granting franchises for the operation of taxi-cabs within the City so long as said taxi-cabs within City do not operate on routes between fixed termini.

PROVIDED, HOWEVER, that nothing herein contained shall be construed to prevent City from granting a franchise to any public carrier for any intercity operation not competing with Grantee as hereinabove provided.

Section 14. ASSIGNMENT OR TRANSFER. Grantee shall not assign, lease or otherwise alienate this franchise without the express consent of City given by ordinance. No dealings on the part of City with any purchaser, lessee or assignee to require the performance of any act or payment of any compensation by the purchaser, lessee or assignee, shall be deemed to operate as consent, provided that nothing herein contained shall be construed to prevent Grantee from including this franchise in a Mortgage or Deed of Trust executed for the purpose of obtaining money for corporate objects.

Section 15. COMPLIANCE. A wilful failure or neglect to comply with any of the terms or conditions of this franchise, or of any ordinance now in force or hereafter adopted by City,

in the exercise of its police power, which continues for thirty (30) days after written demand for the performance thereof, shall entitle City to forfeit this franchise, or, at its option, to take such other action as may be appropriate for the enforcement thereof.

Section 16. ABANDONMENT OF PRESENT OPERATED STREET ELECTRIC RAILWAY LINES. It is hereby understood and agreed that the granting of a franchise to the Grantee hereunder to maintain and operate a motor coach system over certain streets in the City of Sacramento for the transportation of passengers for hire as a common carrier is with the express condition that Grantee will abandon such electric street railway passenger operations as are now conducted by SACRAMENTO NORTHERN RAILWAY and will substitute motor coach operations therefor as soon as appropriate governmental authority can be obtained for such abandonment and for the purchase of the necessary motor coach equipment. Contemporaneously with such abandonment, Grantee shall (a) remove or cause to be removed the trolley and span wires presently situated on 8th Street from the point of connection of the system of CENTRAL CALIFORNIA TRACTION COMPANY with the system of SACRAMENTO NORTHERN RAILWAY at M Street northerly to "I" Street; on "I" Street from 8th Street to 15th Street; on 15th Street from "I" Street to "D" Street; on D Street from 15th Street to SACRAMENTO NORTHERN RAILWAY'S freight line at the intersection of D Street and the west line of 17th Street in said City and (b) pay or cause to be paid to City the sum of Fourteen Thousand Three Hundred Thirty-five Dollars (\$14,335.00) in full payment, satisfaction and discharge of any and all obligation of Grantee and its predecessors in interest to remove the rails and other track material presently situated on 8th Street from the point of connection of the system of CENTRAL CALIFORNIA TRACTION COMPANY with the system of SACRAMENTO

NORTHERN RAILWAY at M Street to "I" Street; on "I" Street from 8th Street to 15th Street; on 15th Street from "I" Street to D Street; on D Street from 15th Street to SACRAMENTO NORTHERN RAILWAY'S freight line at the intersection of D Street and the west line of 17th Street in said city, and repave the area in the street affected by such removal. Upon such abandonment and payment, title to said rails and other track material shall vest in the City.

Section 17. VALIDITY. Each section of this Ordinance and each part of each section hereof is hereby declared to be an independent section or part of section, and the holding of any section or part thereof to be unconstitutional, void, illegal or ineffective for any reason shall not affect any other section or part of section of this Ordinance.

Section 18. CONSIDERATION. As compensation for the use of the streets by the operation of motor coaches under this franchise, Grantee shall pay to the City annually during the entire term of this franchise, a City license or franchise tax consisting of a percentage of Grantee's annual gross revenue derived from operations within the City of Sacramento under this franchise, as follows:

For the purpose of calculating and paying said tax, the amount of Grantee's annual gross revenue under this franchise shall be added to the amount of Grantee's annual gross revenue derived from operations under the franchises in Grantee's favor, granted in and evidenced by Ordinance No. 992, Fourth Series, duly passed and adopted by the City Council October 1, 1943, and by Ordinance No. 1005, Fourth Series duly passed and adopted by City Council March 31,, 1944, and payment to the City by Grantee of the amount calculated on said

total at the rate specified in said Ordinance No. 992, Fourth Series, shall constitute payment by Grantee in full of the annual franchise tax under all of said franchises.

Section 19. RIGHT OF CITY TO PURCHASE. There is hereby reserved to the City of Sacramento to and including December 31, 1945, the right to purchase the property of Grantee used and useful in the exercise of this franchise at a price equivalent to the cost of said property to Grantee, plus ten per cent (10%), less depreciation. "Cost", as used herein, shall be construed to be the aggregate of the purchase price paid by Grantee for said property and the actual cost to Grantee of all additions and betterments. Depreciation shall be calculated at the rate of ten per cent (10%) per annum from date of acquisition by Grantee in respect to all items of physical property of Grantee used and useful in the exercise of this franchise, but excluding therefrom real property and the buildings situated thereon. This option shall be exercised only in the event of the contemporaneous exercise by the City of Sacramento of the option in favor of said City expiring December 31, 1945, contained in Section 19 of the franchise granted in and evidenced by Ordinance No. 992, Fourth Series, duly passed and adopted by the City Council October 1, 1943, and in Section 19 of franchise granted in and evidenced by Ordinance No. 1005, Fourth Series, duly passed and adopted by City Council on March 31st, 1944, to purchase the property of grantee used and useful under said franchises.

There is hereby reserved to the City on and after January 1, 1946, the right to purchase the property of Grantee used and useful in the exercise of this franchise at a price to be determined by the Railroad Commission of the State of California or its

successors, or, on failure or refusal of such Commission or its successor to act, by three appraisers; one appointed by the Grantee, one by the City Council, and the third by the two so appointed. The cost of such appraisal shall be borne by the City of Sacramento. The price at which the City may purchase said property shall be fixed as near as may be in accordance with the then existing rules of the Railroad Commission of the State of California, or its successors, but in no event shall the value of the franchise itself be included in said price. If the price so fixed be deemed satisfactory to the City Council of Sacramento, it may by ordinance purchase the said property for the City in accordance with the provisions of the City Charter of Sacramento, and upon the payment of said purchase price the right of the City of Sacramento to purchase said property shall be deemed exercised and the purchase completed, and the franchise, if still alive, shall terminate and the property so purchased by the City shall become the property of said City; provided, however, that no ordinance providing for the purchase of any such property by the City at any price whatsoever, shall take effect within sixty (60) days after its passage, during which period it shall be subject to the referendum provisions of the City Charter of Sacramento.

Section 20. ACCEPTANCE. Grantee shall have ten (10) days from and after the effective date of this ordinance within which to file a written acceptance of this franchise with the City Clerk of the City of Sacramento and no rights shall be conferred hereby until the acceptance is filed.

Section 21. EFFECTIVE DATE. This Ordinance shall take effect from and after sixty (60) days from its final passage. The term hereof shall commence on the effective date of the decision of the Railroad Commission of the State of California

authorizing the operations contemplated hereby, provided the effective date thereof is subsequent to the date of the acceptance provided for herein. Otherwise the term hereof shall commence on the date of acceptance.

PASSED March 31 1944

EFFECTIVE: May 30 1944



MAYOR

ATTEST:

H. G. DENTON

CITY CLERK

BY: M. A. Haig DEPUTY

AD. NO. 2559
1006

Run 1 ti - April 2, 1944

(25 stone proofs)