

ORDINANCE NO. 92-8

ORDINANCE GRANTING TO PACIFIC GAS & ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE TO CONSTRUCT, MAINTAIN AND USE POLES, WIRES, CONDUITS AND APPURTENANCES, INCLUDING COMMUNICATION CIRCUITS, NECESSARY OR PROPER FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO THE PUBLIC FOR ANY AND ALL PURPOSES IN, ALONG, ACROSS, UPON, UNDER AND OVER THE PUBLIC STREETS AND PLACES WITHIN THE CITY OF AMERICAN CANYON

The City Council of the City of American Canyon 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 assigns to them in the following definitions:

- (a) The word "Grantee" shall mean Pacific Gas and Electric Company, and its lawful successors or assigns.
- (b) The word "City" shall mean the City of American Canyon, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.
- (c) The word "streets" shall mean the public streets, ways, alleys and places as the same now or may hereafter exist within City, including State highways, now or hereafter established within City.
- (d) The phrase "poles, wires, conduits and appurtenances" shall mean poles, towers, supports, wires, conductors, cables, guys, stubs, platforms, crossarms, braces, transformers, insulators, conduits, ducts, vaults, manholes, meters, cut-outs, switches, communication circuits, appliances, attachments, appurtenances, and, without limitation to the foregoing, any other property located or to be located, in, upon, along, across, under or over the streets of City, and used or useful in transmitting and/or distributing electricity.
- (f) The phrase "construct, maintain and use" shall mean to lay, construct, erect, install, operate, maintain, use, repair or replace.

Section 2. The franchise to construct, maintain and use poles, wires, conduits and appurtenances necessary or proper for transmitting and distributing electricity to the public for any and all purposes in, along, across, upon, under and over the streets within City is hereby granted to Grantee.

Section 3. Grantee shall relocate, without expense to City, any poles, wires, conduits and appurtenances constructed, maintained or used under this franchise, if and when made necessary by any lawful change of grade, alignment or width of any streets by City, including the construction of any subway or viaduct.

Section 4. Said franchise shall be indeterminate, that is to say, said franchise shall endure in full force and effect until the same shall, with the consent of the Public Utilities Commission of the State of California, be voluntarily surrendered or abandoned by Grantee, or until the State or some municipal or public corporation thereunto duly authorized by law shall purchase by voluntary agreement or shall condemn and take under the power of eminent domain, all property actually used or useful in the exercise of said franchise and situated in the territorial limits of the State, municipal or public corporation purchasing or condemning such property, or until said franchise shall be forfeited for noncompliance with its terms by Grantee.

Section 5. Grantee shall during the term of said franchise pay to City two percent (2%) of the gross annual receipts of Grantee arising from the use, operation or possession of said franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of Grantee derived from the sale of electricity within the limits of City.

Section 6. Grantee shall file with the City Clerk of City within three (3) months after the expiration of the calendar year, or fractional calendar year, following the date of the granting hereof, and within three (3) months after the expiration of each and every calendar year thereafter, a duly verified statement showing in detail the total gross receipts of Grantee during the preceding calendar year, or such fractional calendar year, from the sale of electricity within City. Grantee shall pay to City within fifteen (15) days after the time for filing such statement, in lawful money of the United States, the aforesaid percentage of its gross receipts for such calendar year, or such fractional calendar year, covered by such statement. Any neglect, omission or refusal by Grantee to file such verified statement, or to pay said percentage at the time and in the manner specified, shall be grounds for the declaration of a forfeiture of this franchise and of all rights of Grantee hereunder.

Section 7. Said franchise is granted under the Franchise Act of 1937.

Section 8. This ordinance shall become effective thirty (30) days after its final passage unless suspended by a referendum petition filed as provided by law.

Section 9. Grantee shall pay to City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of said franchise. Such payment shall be made within thirty (30) days after City shall have furnished Grantee with a written statement of such expenses.

Section 10. The franchise granted hereby shall not become effective until written acceptance thereof shall have been filed by Grantee with the City Clerk of City.

Section 11. The City Clerk of City shall cause this ordinance to be published or to be posted in at least three (3) public places in City in accordance with Section 36933 of the Government Code of the State of California.

First read at a regular meeting of the City Council of City held on the 19th day of March, 1992, and finally adopted and ordered posted at a regular meeting of said Council held on the 2nd day of April, 1992, by the following votes:

AYES: Councilmembers: _____

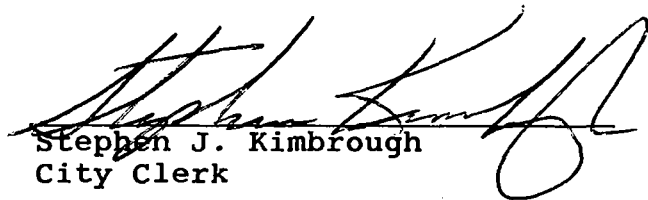
NAYS: Councilmembers: _____

ABSENT: Councilmembers: _____




Tom Orlando
Mayor

ATTEST:



Stephen J. Kimbrough
City Clerk

ATTEST AS TO FORM:



William Ross
City Attorney