

ORDINANCE NO. 992, 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 vehicle, 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 a period of twenty-five years from and after the date fixed in Section 21 hereof, 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. ROUTES. Regular motor coach transportation service shall be established, operated and maintained over, upon and along the routes provided for herein. In the event of interference caused by the physical condition of any 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.

MCKINLEY AND FOLSOM BOULEVARDS ROUTE NO. 1:

From terminal at 57th Street and Folsom Boulevard west on

Folsom Boulevard to Capitol Avenue, west on Capitol Avenue to 15th Street, north on 15th Street to J Street, west on J Street to 7th Street, north on 7th Street to F Street, east on F Street to Alhambra Boulevard, north on Alhambra Boulevard to McKinley Boulevard, east on McKinley Boulevard to D Street, east on D Street to 46th Street, south on 46th Street to F Street, east on F Street to 50th Street, north on 50th Street to terminal at 50th Street and Coloma Way, thence north on Coloma Way to Pala Way, thence southwest on Pala Way to F Street and return over the same route.

RIVERSIDE BOULEVARD AND LAND PARK DRIVE ROUTE NO. 2:

From terminal on Riverside Boulevard at west entrance to William Land Park, north on Riverside Boulevard to Broadway, west on Broadway to 10th Street, north on 10th Street to P Street, west on P Street to 9th Street, north on 9th Street to K Street, east on K Street to 15th Street, south on 15th Street to Broadway, east on Broadway, to 16th Street, south on 16th Street to Caramay Way, west on Caramay Way to Land Park Drive, south on Land Park Drive to 11th Avenue, east on 11th Avenue to 18th Street, south on 18th Street to terminal at 18th Street and Lincoln Avenue, then northwest to 11th Avenue, and return over the same route.

"J" STREET ROUTE NO. 3:

From terminal at Southern Pacific Depot, west to 3rd Street, south on 3rd Street to J Street, east on J Street to a terminal at 46th Street and J Street, and return over the same route to 4th Street and J Street, thence north on 4th Street to the Southern Pacific Depot.

"J" STREET ROUTE NO. 3-A:

From J Street and 46th Street, east on J Street to a terminal at 57th Street and J Street, returning over the same route.

ELMHURST ROUTE NO. 4:

From terminal at 57th Street and 5th Avenue, north on 57th Street to V Street, west on V Street to 55th Street, north on 55th Street to T Street, west on T Street to 15th Street, north on 15th Street to K Street, west on K Street to 6th Street, north on 6th Street to terminal at 6th and J Streets, thence east on J Street to 7th Street, south on 7th Street to K Street, and return over the same route.

"P" STREET ROUTE NO. 5:

From terminal at Southern Pacific Depot, west to 3rd Street, south on 3rd Street to K Street, east on K Street to 15th Street, south on 15th Street to P Street, east on P Street to 28th Street, south on 28th Street to Broadway, east on Broadway to Sacramento Boulevard, southeast on Sacramento Boulevard to 35th Street, south on 35th Street to 4th Avenue, east on 4th Avenue to Stockton Boulevard, north on Stockton Boulevard to terminal at main entrance of State Fair Grounds, and return over the same route.

21ST STREET ROUTE NO. 6:

From terminal at Southern Pacific Depot, west to 3rd Street, south on 3rd Street to K Street, east on K Street to 21st Street, south on 21st Street to 2nd Avenue, east on 2nd Avenue to 24th Street south on 24th Street to 5th Avenue east on 5th Avenue to terminal at 35th Street and 5th Avenue, and return over the same route.

FRANKLIN ROUTE NO. 7:

From terminal at Sacramento Boulevard and 12th Avenue, west on 12th Avenue to Franklin Boulevard, north on Franklin Boulevard to Broadway, west on Broadway to 15th Street, north on 15th Street to P Street, west on P Street to 10th Street, north on 10th Street to K Street, west on K Street to 6th Street, north on 6th Street to terminal at 6th and J Streets, thence east on J Street to 7th Street, south on 7th Street to K Street, and return over the same route.

JUNIOR COLLEGE ROUTE NO. 8:

From terminal on Freeport Boulevard at entrance to Sacramento Junior College, north on Freeport Boulevard to 21st Street, north on 21st Street to terminal at 21st and F Streets, and return over the same route.

30TH STREET AND SACRAMENTO BOULEVARD ROUTE NO. 9:

From terminal at 44th Street and 12th Avenue, west on 12th Avenue to Sacramento Boulevard, north on Sacramento Boulevard to 5th Avenue, west on 5th Avenue to 35th Street, north on 35th Street to 3rd Avenue, east on 3rd Avenue to 37th Street, north on 37th Street to Miller Way, northeast on Miller Way to Stockton Boulevard, northwest on Stockton Boulevard to P Street, west on P Street to 28th Street, north on 28th Street to K Street, east on K Street to 30th Street, north on 30th Street to F Street, east on F Street to terminal at Alhambra Boulevard and F Street, thence south on Alhambra Boulevard to G Street, west on G Street to 30th Street, and return over the same route.

5TH STREET ROUTE NO. 10:

From terminal at 15th and T Streets, west on T Street to 5th Street, north on 5th Street to J Street, east on J Street to terminal at 7th and J Streets, thence south on 7th Street to K Street west on K Street to 5th Street, and return over the same route.

"P" AND 10TH STREETS ROUTE NO. 11:

From terminal at Southern Pacific Depot, west to 3rd Street, south on 3rd Street to J Street, east on J Street to 10th Street, south on 10th Street to P Street, east on P Street to 28th Street, south on 28th Street to Broadway, east on Broadway to Sacramento Boulevard, southeast on Sacramento Boulevard to 35th Street, south on 35th Street to terminal at 35th Street and 5th Avenue, and return over the same route.

FREEPORT BOULEVARD ROUTE NO. 12:

From terminal on Freeport Boulevard at entrance to Sacramento Junior College, north on Freeport Boulevard to 21st Street, north on 21st Street to terminal at 21st Street and 2nd Avenue, then east on 2nd Avenue to Florence Place, south on Florence Place to Castro Way, west on Castro Way to 21st Street, and return over the same route.

VALLEJO WAY ROUTE NO. 14:

From terminal at Riverside Boulevard and Vallejo Way, east on Vallejo Way to Freeport Boulevard, north on Freeport Boulevard to 21st Street, north on 21st Street to terminal at 21st Street and 2nd Avenue, thence east on 2nd Avenue to Florence Place, south on Florence Place to Castro Way, west on Castro Way to 21st 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 of its routes 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 ROUTES. The routes 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 FIFTY THOUSAND AND NO/100 (\$50,000.00) 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 routes 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 ($\frac{1}{2}$) miles 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 the franchise hereby granted shall be subject to any and all franchises previously granted by City under which the Sacramento Northern Railroad Company and the Central California Traction Company or their successors in interest now or hereafter operate a transportation system in the City of

Sacramento, and nothing in this paragraph shall be deemed a limitation on such franchises or any of them previously granted by City.

PROVIDED, FURTHER, that nothing herein contained shall be construed to prevent City from granting a franchise to any public carrier for any inter-city 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 street electric railway operations as are now conducted by the Pacific Gas and Electric Company 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.

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 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 the following percentages of Grantee's annual gross revenue derived from the operations within the City of Sacramento under this franchise:

(a) Two per cent (2%) of such annual gross revenue when the same exceeds Nine Hundred Thousand Dollars (\$900,000.00);

(b) One and one-half per cent (1½%) of such annual gross revenue when the same is more than Eight Hundred Thousand Dollars (\$800,000.00) but does not exceed Nine Hundred Thousand Dollars (\$900,000.00);

(c) One per cent (1%) of such annual gross revenue when the same does not exceed Eight Hundred Thousand Dollars (\$800,000.00).

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, Grantee's actual reasonable organization, legal and preliminary expenses, 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.

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: October 1, 1943

EFFECTIVE: November 30, 1943


MAYOR

ATTEST:



CITY CLERK

ORDINANCE No. 992