

ORDINANCE NO. 123

An Ordinance of the City of Sherwood, Oregon, granting unto the YAMHILL ELECTRIC COMPANY, an Oregon corporation, its successors and assigns, the franchise to construct, maintain and operate an electric light and power system within the corporate limits of the said City of Sherwood, and in, over, through and upon the streets, alleys, public ways and places thereof, for a period of twenty years.

The City of Sherwood does ordain as follows:

SECTION 1. A franchise is hereby granted to the YAMHILL ELECTRIC COMPANY, a corporation of Oregon, its successors and assigns, to locate, construct, maintain and operate an electric light and power system within the corporate limits of the City of Sherwood, Oregon, and to locate, re-locate, construct and re-construct, maintain and operate, electric transmission lines, including poles, towers, wires, conduits, guys, supports, cross-arms, and other necessary or convenient electrical devices and appurtenances, under, in, upon, through and over the streets, alleys, public ways and places of the said City of Sherwood for a period of twenty (20) years from the effective date thereof.

SECTION 2. Any and all electric light and power transmission lines now located within the said City of Sherwood and which may now be owned by said YAMHILL ELECTRIC COMPANY or hereafter acquired by the said YAMHILL ELECTRIC COMPANY shall be deemed to be established under and in compliance with the terms of this franchise.

SECTION 3. In the event the City of Sherwood shall engage in or make improvements of streets or highways which will require the moving or re-location of any part of said electric light and power system, the grantee will remove and re-locate such portion of the said electric light and power system as may be required, at its own cost and expense, within a reasonable time after receiving notice from the City of Sherwood.

SECTION 4. The rates for electric service to be furnished by the grantee, its successors or assigns, hereunder shall be such reasonable rates as may be fixed or determined by the Public Utilities Commissioner of the State of Oregon or any other governmental body or department having jurisdiction in the premises.

SECTION 5. Said electric light and power system shall be constructed, maintained and operated subject to the rules and regulations of the Public Utilities Commissioner of the State of Oregon, or any other governmental body or department having jurisdiction in the premises.

SECTION 6. The grantee will save and hold harmless the said City of Sherwood, its officers and agents, from any and all injuries, damages, charges or expenses, which may arise or grow out of the negligent construction, maintenance or operation, by the said Grantee, of said electric light and power system.

SECTION 7. The said grantee, its successors and assigns, shall pay to the City of Sherwood on or before the 1st day of February of each and every year during the life of this franchise, beginning with the 1st day of February, 1938, a sum of money equal to one-half of one per cent (1%) of the gross earnings of the said grantee, its successors and assigns, collected for electric energy sold and delivered by the grantee within the corporate limits of the said City of Sherwood during the preceding calendar year. Said annual payments shall be made by the grantee, its successors or assigns, to the City of Sherwood on or before the date herein specified each year, and the City, by its duly authorized officer, shall issue a receipt acknowledging such payment which shall be full acquittance of the said grantee, its successors or assigns, for such payments. In the event the grantee, its successors or assigns, fails or neglects for a period of thirty (30) days after the same shall become due and payable, and after written notice from the City of Sherwood to pay the same, to pay any of said annual payments as herein provided, the said City of Sherwood shall have the right to collect said payments from the said grantee, its successors and assigns, by appropriate suit, action or proceeding, and shall have a lien upon the property of the grantee, its successors and assigns, until such time as such over-due annual payment is made. It is expressly understood that the payment of the said sum of one-half of one per cent (1%) of the said gross earnings of the said grantee, its successors and assigns, shall during the term of this franchise be in lieu of any and all license fees, tax, occupational business, franchises or otherwise, and the

said City of Sherwood during the term of this franchise will not impose or attempt to collect any tax of and from the grantee, its successors and assigns, except as in this ordinance provided, and provided further that this provision shall not be construed or treated as exempting or relieving the said grantee, its successors and assigns, from the obligation to pay property or other tax imposed upon it under and by virtue of the general tax laws of the State of Oregon.

SECTION 8. This franchise shall be in force and effect from and after the filing by the Grantee with the City Recorder of the said City of Sherwood of its unconditional acceptance hereof.

PASSED by the Council on the 4th day of Jan. 1937.

ATTEST: Floyd C. Shoop (Signed)
Recorder

SEAL

APPROVED:

J. E. Morback (Signed)
Mayor

ACCEPTANCE OF FRANCHISE

WHEREAS, the City of Sherwood, under date of the 4th day of January, 1937, passed Ordinance No. 123 entitled as follows: "An Ordinance of the City of Sherwood, Oregon, granting unto the Yamhill Electric Company, an Oregon Corporation, its successors and assigns, the franchise to construct, maintain and operate an electric Light and power system within the corporate limits of the said City of Sherwood, and in, over, through and upon the streets, alleys, public ways and places thereof, for a period of twenty years", and,

WHEREAS Section 8 of said Ordinance No. 123 provides that the grantee in the said Ordinance(No. 123), Yamhill Electric Company shall file its acceptance of said ordinance No. 123:

NOW, THEREFORE, the undersigned, Yamhill Electric Company, the grantee named in said Ordinance No. 123, for the purpose of complying with the terms of said ordinance, hereby does, for itself and for its successors and assigns, accept the terms, conditions and provisions of said Ordinance No. 123 of the City of Sherwood, and agrees to be bound thereby and to comply therewith.

IN WITNESS WHEREOF, the Yamhill Electric Company has caused this instrument to be executed by its duly authorized Vice-President as below subscribed, this 19th day of January, 1937

Witness es:

Harry L. Clark (Signed)

Irene E. Benson (Signed)

YAMHILL ELECTRIC COMPANY

By A. L. Strickland (Signed)
Vice-President

Attest: F. C. Calcard (Signed)
Asst. Secretary