

Ordinance No: 204

AN ORDINANCE GRANTING TO S. R. INCH, HIS HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS, THE RIGHT, PRIVILEGE, OR FRANCHISE FOR THE PERIOD OF THIRTY YEARS, TO CONSTRUCT, MAINTAIN AND OPERATE IN, UNDER, UPON AND ACROSS THE PRESENT AND FUTURE STREETS, AVENUES, ALLEYS, HIGHWAYS, BRIDGES, EASEMENTS AND OTHER PUBLIC PLACES IN THE CITY OF MIAMI BEACH, FLORIDA, AND ITS SUCCESSORS, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH ALL THE NECESSARY OR DESIRABLE APPURTENANCES, FOR THE PURPOSE OF SUPPLYING ELECTRICITY TO SAID CITY, AND ITS SUCCESSORS, THE INHABITANTS THEREOF, AND TO PERSONS AND CORPORATIONS BEYOND THE LIMITS THEREOF, FOR LIGHT, HEAT, POWER AND OTHER PURPOSES, AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO:-

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI BEACH, FLORIDA:-

Section I: That there is hereby granted to S. R. INCH, his heirs, legal representatives and assigns (herein called the Grantee), the right, privilege or franchise for the full period of thirty (30) years from the effective date hereof, to construct, maintain and operate in, under, upon and across the present and future streets, avenues, alleys, highways, bridges, easements, and other public places in the City of Miami Beach, Florida, and its successors, electric light and power lines, together with all the necessary or desirable appurtenances (including underground conduits, poles, towers, wires and transmission lines and telephone and telegraph lines for his own use) for the purpose of supplying electricity to said City, and its successors, the inhabitants thereof, and persons and corporations beyond the limits thereof, for light, heat, power and other purposes. This grant is made in consideration of the construction, maintenance and operation of the electric light and power lines by the Grantee herein provided for, and for the benefits and conveniences to the inhabitants of said City as a result thereof.

Section II: That as a condition precedent to the granting of this franchise said City shall have the right, upon the expiration of this franchise, to purchase the property of the Grantee located within the corporate limits of the City of Miami Beach as provided by the Statutes of Florida in effect at the

time of Grantee's acceptance hereof, including Section 1844 of the Revised General Statutes of Florida of 1920.

Section III: That poles and towers shall be so located or re-located and so erected as to interfere as little as possible with traffic over said streets, avenues, alleys, highways, bridges and public places, and with reasonable egress from and ingress to abutting property. The location or relocation of all poles, towers and conduits shall be made under the supervision and with the approval of the City Council of the City of Miami Beach, but not so as unreasonably to interfere with the proper operation of Grantee's lines and service. Poles and other equipment abandoned for a period of three months, or which are no longer required for the rendering of service by Grantee hereunder, shall be removed upon request of the City Council.

Section IV: That except as in Section V provided, the City shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by the Grantee of his lines and appurtenances hereunder, and the acceptance of this franchise shall be deemed an agreement on the part of said Grantee, to indemnify said City and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to said City by reason of the neglect, default or misconduct of the Grantee in the construction, operation or maintenance of his lines and appurtenances hereunder.

Section V: That Grantee agrees (a) to furnish or cause to be furnished at a point of delivery on Grantee's system and free of charge to the City, such amount of alternating current electric energy at Grantee's established voltage and frequency, as may be required by said City for charging the storage batteries of said City's fire alarm and police alarm systems, and (b) to give the City, without rental cost to it, the right to occupy the poles of Grantee for the purpose of attaching thereto, and maintaining and operating thereon, the wires and fixtures necessary for the operation of its fire alarm and police alarm systems, provided that the

City shall install, maintain and operate the same in such manner as not to interfere with the use, operation and maintenance by Grantee of Grantee's facilities. In consideration whereof, the City assumes full liability and responsibility for its use and occupancy of Grantee's poles and for the construction, operation and maintenance of said fire alarm and police alarm systems, and agrees to indemnify and save said Grantee harmless from and against any and all liability, loss, cost, damage or expense arising directly or indirectly out of said City's use and occupancy of Grantee's poles as herein provided.

Section VI: That all lines constructed under this grant shall be constructed and maintained in accordance with established practice with respect to electrical construction and maintenance.

Section VII: That, subject to the provisions in Section IX hereof, rates to be charged for electric energy hereunder shall include:

(a) For Lighting:

15¢	per	Kwhr.	for	the	first	20	Kwhrs.	of	monthly	consumption
10¢	"	"	"	"	next	30	"	"	"	"
9¢	"	"	"	"	"	50	"	"	"	"
8¢	"	"	"	"	"	900	"	"	"	"
7¢	"	"	"	"	"	2,000	"	"	"	"
6¢	"	"	"	"	"	2,000	"	"	"	"
5¢	"	"	"	"	all over	5,000	"	"	"	"

Five percent (5%) discount will be allowed on the above schedule when bills are paid on or before ten (10) days from date of bill, provided no previous bill or bills remain unpaid, and the minimum monthly charge for residential lighting shall not exceed \$1.50 net.

(b) For Industrial Power:

A sliding scale block rate with a maximum energy charge not to exceed seven (7) cents net per kilowatt hour for the first block of monthly consumption, with lower charges for additional consumption, and providing for reasonable minimum charges.

(c) For Heating and Cooking:

Not to exceed five (5) cents net per kilowatt hour, and providing for reasonable minimum charges.

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Provided, however, that nothing herein contained shall prohibit grantee from reducing any or all of the above rates, nor from offering optional alternate rates from time to time or at any time.

Section VIII: That, under terms and conditions to be mutually agreed upon, Grantee will enter into a contract for lighting the City Streets for ten (10) years, or longer, at rates not to exceed the following:

For -	32	Candlepower	lamps	at	the	rate	of	\$1.25	per	light	per	month
" -	60	"	"	"	"	"	"	1.65	"	"	"	"
" -	80	"	"	"	"	"	"	2.20	"	"	"	"
" -	100	"	"	"	"	"	"	2.65	"	"	"	"

Section IX: That Grantee agrees to make promptly such extensions to his existing facilities as may be required by one or more customers, or prospective customers, provided, that if the revenues to be derived therefrom shall not afford a fair and reasonable return on the cost of providing and rendering the required service, then Grantee shall be permitted to, and is hereby authorized to, exact from such customer or customers such cash advances, or make with such customer or customers such arrangements as to cash advances, minimum guarantees, service guarantees and/or other arrangements, as will enable Grantee to earn a fair and reasonable return on the cost of providing and rendering the required service.

Section X: That said City agrees to pass all ordinances necessary or suitable, both for the protection of the rights and property of said Grantee, and to enable said Grantee to enforce any of said Grantee's reasonable rules and regulations for the management, operation and control of the service hereunder, and to pass any ordinance or ordinances that may be necessary or suitable in order to fully confirm to said Grantee the rights herein or hereby granted or intended so to be.

Section XI: That when any portion of a street is excavated by Grantee in the location or re-location of any of its conduits,

poles, towers, wires and transmission lines, or when said Grantee shall damage any street or lighting apparatus or other property of the City of Miami Beach, the Street, lighting apparatus or other property shall, within a reasonable time and as early as practicable after such excavation or damage, be replaced in as good condition as it was at the time of such excavation or damage.

Section XII: That failure on the part of Grantee to comply with any of the provisions of this franchise, or with any lawful order affecting in any way the operations of the Grantee hereunder, shall not work a forfeiture of this franchise until such order, resolution or ordinance shall have been shown to have been reasonable in all its requirements by some court or courts of competent jurisdiction, or if appealed, by some appellate court or courts, or until it shall have been found by some court or courts of competent jurisdiction, or if appealed, by some appellate court or courts, that said Grantee has failed to comply with the provisions of this franchise, and upon the entry of an order or decree of any court of competent jurisdiction, or if appealed, upon the entry of an order or decree by such appellate court or courts, then the Grantee shall have six months after such entry to comply with such decree before working a forfeiture, and the City Council may at its discretion grant such additional time to the Grantee for compliance with the court's decree as necessities in the case require.

Section XIII: That the Grantee is hereby given the right and authority to make assignments of this franchise and the rights thereunder. A copy of any such assignment shall thereupon be deposited in the office of the City Clerk of Miami Beach.

Section XIV: That this ordinance shall take effect as soon as it shall have been duly adopted as required by law and accepted as required herein.

Section XV: That the Grantee shall file his written acceptance of this franchise with the City Clerk of the City of Miami Beach, within thirty (30) days after it shall have been duly adopted.

Section XVI: That simultaneously with the Grantee's acceptance of this franchise, said Grantee shall surrender to said City of Miami Beach, all of his right, title and interest in and to that certain franchise adopted by the City Council March 18, 1919, and granted to Carl G. Fisher, C. R. Cummins, Arthur C. Newby, J. H. McDuffee and George R. Kline, their successors, heirs, legal representatives and assigns, and known as Ordinance No.117, and the said City of Miami Beach shall thereupon accept said surrender upon its tender to said City, and immediately thereon said franchise, known as Ordinance No.117, shall be null and void.

Section XVII: That all ordinances, and parts of ordinances, in conflict herewith (particularly that certain ordinance known as No.117) be and the same are hereby repealed.

Passed and Adopted this 9th day of April, A. D. 1924.

John H. Levi
President of City Council.

ATTEST:

G. W. Tomblinson
City Clerk.

Approved this 9th day of April A. D., 1924.

Louis Dredger
Mayor

Passed First and Second Readings March 28, 1924.

" Third Reading April 9, 1924.

Posted April 15th, 1924.

(Original)

Ordinance No. 204

Granting a franchise
to St. Paul for oper-
ating an electric light
& power plant.