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AND

COMPILED

Ordinances and Resolutions

OF THE

CITY OF LOS ANGELES.

COMPILED AND INDEXED BY

WM. M. CASWELL,

PUBLISHED BY ORDER OF THE COUNCIL OF THE CITY OF LOS ANGELES.

MAR · 5 1930

LOS ANGELES:

EVENING EXPRESS STEAM PRINTING ESTABLISHMENT.

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years therefrom, and at a cost of not less than five thousand dollars, otherwise the grant hereby made to be void.

The said James Walsh, his heir, and assigns, are hereby required to furnish the Mayor's office with gas free of charge. 218

Whereas a grant was conditionally made to James Walsh by an ordinance of the Mayor and Common Council of Los Angeles city, passed and approved the 5th day of March, A. D. 1866, and by a contract of same date, referring to said ordinance and repeating and confirming the said conditional grant; the effect of the said ordinance and contract being to grant a certain franchise to said Walsh, his heirs and assigns, for manufacturing and selling gas in said city upon certain terms and conditions expressed in said ordinance and contract; and particularly upon condition that said Walsh, his heirs or assigns, should, within a prescribed time, erect certain contemplated gas works, at a cost of not less than four thousand dollars; and, whereas, the contemplated works have been executed and completed, and at a cost far exceeding the amount required, and in good and satisfactory manner; and, whereas, all other conditions of said grant have been complied with by said Walsh, his heirs and assigns, so far as contemplated and practicable up to this time; wherefore, it is ordained, that said conditional grant, according to its terms and tenor, has become and now is absolute. 219

The gas works above referred to have been erected in all respects conformably to the spirit and intention of the said ordinance and contract, and the site thereof has been well selected, and is hereby approved. 220

The previous ordinance and contract herein referred to are hereby ratified and confirmed in all their provisions. Approved June 1, 1869. 221

REVOCATION OF GRANT TO W. G. DRYDEN.

The ordinance granting the privilege to W. G. Dryden or his assigns to erect a reservoir on the Public Plaza, he and the same is hereby repealed. Approved June 23, 1870. 222

LOS ANGELES CITY WATER WORKS.

The Mayor of Los Angeles city, with the approval of the Common Council, is hereby authorized to make a lease, and enter into a written contract with David W. Alexander as 223

party of the second part, wherein and whereby he lets and leases unto said D. W. Alexander the water works of Los Angeles city, upon the following conditions, to-wit:

First—The said lease to be for a term of not less than four years, but with the privilege granted to the party of the second part to extend the same for six more years at the expiration of the said four years, and notice to be given of this intention, three months before the expiration of the four years, if he desires to retain the same.

Second—That the said party of the second part give bond and enter into bond with sureties in the sum of \$, conditioned to pay the same, if the said city shall not be supplied with water from said water works for domestic purposes for the period aforesaid; and said bond or bonds shall also be conditioned that whenever any pipes of said works shall burst or leak, that the same shall be removed or repaired immediately or within a reasonably short time, so that the streets of the city will not be interfered with or obstructed by reason of mud and water; and said bond or bonds shall also be conditioned that the said party of the second part shall annually pay the sum of one thousand dollars in gold coin, said payment to be made in quarterly payments of two hundred and fifty dollars at the end of every three months for said city, to the City Treasurer of Los Angeles city, and said bonds shall also be conditioned that the said party of the second part shall hold the said city free of all obarge in the care and preservation of all reservoirs, canals, flumes, wheels, or other apparatus pertaining to said water works.

Third—The said lease is to contain the condition and agreement of the party of the second part, that he will pay and bear all expenses of whatever character and description connected with said water works, and will hold said city free and exempt from the same; that is to say, if pipes are to be bought, reservoirs to be dug or enlarged, or flumes to be built or removed, or other material to be used or furnished about the water wheel or elsewhere, then such shall be at the expense of the party of the second part, the city being only responsible for the State, county and city taxes.

Fourth—Said lease or agreement on the part of the party of the second part is to be conditioned that the said party of the second part becomes responsible that the said water works are in complete operation for the supply of water for domestic purposes by the 1st day of May, A. D. 1865, by the laying

down of all the pipes originally contracted to be laid down by one J. L. Sansevaine, to-wit: about 1,500 feet.

Fifth—Said lease or agreement to concede to the party of the second part the right to build reservoirs on the public lands of the city, and the right to lay down pipes under ground in all the public streets of the city, and all the right of way and easement that would, or do belong to Los Angeles city, in the working and management of said water works, and the right to sell the water from the same.

Sixth—And the said lease or agreement shall be conditioned that at the expiration of the term of four years, if the said party of the second part does not elect to take said works for the period of six years longer; and if he does so elect, then at the expiration of the said ten years, that the party of the second part shall quit, deliver up, and surrender the said works to Los Angeles city, or the duly authorized authorities to receive the same, with all and singular the improvements, easements, privileges, rights of way, and keys and screws and machinery of whatever character belonging to said works, and to be in as good condition and state as reasonable use and wear will permit; all to be free of debt and encumbrances of whatever character or description.

Seventh—And the said lease or agreement is to be conditioned that the Mayor and Common Council shall not in the future, during the term of this lease, grant any franchise to any person or persons for the purposes set forth in this ordinance; this clause not to affect private enterprise.

Eighth—And the said lease or agreement shall be conditioned that the said Alexander, his heirs or assigns, shall supply, free of charge, water to the public city schools and public city hospitals of this city; and also water for the irrigation of trees and shrubs in the school yards and plaza, and shall also supply water free of charge to extinguish all fires consuming public or private property; and shall, under no circumstances, interfere with the general irrigation of the city; and shall also be conditioned that the said Alexander shall construct reservoirs so that he at all times shall have a supply of pure fresh water for at least thirty days for said city; and the said Alexander, his heirs or assigns, shall give good and sufficient bonds in the sum of eight thousand dollars in coin for the complete fulfillment of said lease or agreement, for four years, and to give bonds as aforesaid in the sum of twelve thousand dollars if he desires to keep the said

works for the period of six years after said four years have expired.

24 That the ordinance above be so amended as to allow and direct a new agreement of lease to be entered into between the city and J. Louis Sansevaine, instead of said Alexander, in the same manner and form, with the same conditions and bond, and for the same term, as the said former lease to said Alexander, with like provisions for a continuance, to-wit: until February 8th, 1870. And the Mayor is hereby authorized to execute such new agreement on the part of the city, and to affix the city seal thereto, and to approve the required bonds in his discretion.

25 That upon the due execution of said new agreement of lease, and filing with the Mayor of the required bonds approved, the present and heretofore existing lease to David W. Alexander shall become null and void, and the said Alexander and the sureties on his bond shall be released from all liability on said former contract of lease and bond thereafter occurring and accruing.

226 A certain contract made of date September 22d, 1863, and executed by and between Jean Louis Sansevaine on the one part, and the Mayor and Common Council of the city of Los Angeles of the other part, by their authorized committee, consisting of Joseph Huber, Sr., John Turner, Antonio F. Coronel, Damien Marchessault and James B. Winston, for the laying of pipes for the city water works by said Sansevaine, and for the payment of said Sansevaine therefor, is hereby approved and adopted on the part of the city.

227 The warrants issued in payment of said pipes and material to said Jean Louis Sansevaine or assigns, shall be payable out of the city water works fund, in conformity with said contract, and be paid out of said fund in the order of their issue. The said warrants shall be issued as follows, to-wit: in eight warrants for seven hundred and one dollars and ninety-five cents each one.

228 The contract hereinafter set forth and expressed, for the care, maintenance and improvement of the Los Angeles city water works, wherein the corporation, known as the Mayor and Common Council of the city of Los Angeles and their successors in office, is party of the first part, and John S. Griffin, Prudent Beaudry and Solomon Lazard are parties of the second part, upon the same being signed by C. Aguilar, Mayor of said city of Los Angeles, who is hereby authorized,

empowered and directed to sign the same for and on behalf of said corporation, known as the Mayor and Common Council of said city of Los Angeles, as party of the first part, and John S. Griffin, Prudent Beaudry and Solomon Lazard, as parties of the second part, shall become valid and binding in all respects upon the parties thereto, said contract being in the words and figures following, to-wit:

JOHN KING, President.

Approved July 22, 1868.

C. AGUILAR, Mayor.

This agreement made and entered into this the 20th day 229 of July, A. D. 1868, between the corporation known as the Mayor and Common Council of the city of Los Angeles, and their successors in office, for and on behalf of said city of Los Angeles, party of the first part, and John S. Griffin, Prudent Beaudry and Solomon Lazard, residents of the city and county of Los Angeles, State of California, party of the second part, witnesseth: That for and in consideration of the yearly payment of one thousand five hundred dollars per annum in gold coin, such payments to be made upon the first day of January of each year, after the signing and approval of this ordinance and contract, until the conclusion of the term of this contract; and the further consideration that the said parties of the second part will surrender to the said party of the first part and cancel all claims they now hold against said city for repairs of said water works, and for damages amounting to the sum of eight thousand dollars, a little more or less; and for the further consideration of the said parties of the second part, shall make the following improvements about, in and upon the said water works, at their own proper costs and expenses, to-wit: lay down in streets of said city twelve miles of iron pipes of sufficient capacity to supply the inhabitants of said city with water for domestic purposes, and shall erect or cause to be erected, one hydrant, to be used as a protection against fire, at one corner of each cross street of said city, where the water pipes are now, or may hereafter be laid, by virtue of this contract, and shall, within one year from the approval of this contract and ordinance, erect, or cause to be erected, an ornamental fountain upon the public plaza of said city, of such design as the Mayor and Common Council shall direct, at a cost not to exceed one thousand dollars; and shall, within two years from the approval of this contract and ordinance, construct, at their own expense, such ditches, flumes, or erect such machinery in connection with said water works, as will secure

to the inhabitants of said city a constant supply of water for domestic purposes, and shall construct reservoirs of sufficient capacity for that purpose. The said party of the first part, for the above considerations, and one dollar in hand paid, the receipt whereof is hereby acknowledged, hereby covenants and agrees with the said party of the second part, their heirs, executors, administrators or assigns, to deliver and concede to the said parties of the second part, their heirs, executors, administrators or assigns, the exclusive use, control, possession and management of the Los Angeles city water works, so-called; together with all and singular, the pipes, flumes, wheels and other personal property composing and appertaining to said water works, in any manner whatsoever, with all the rights, easements and privileges, and covenants as described and contained in a certain instrument of lease, executed by the Mayor and Common Council of the said city of Los Angeles, of date October sixteenth, A. D. one thousand eight hundred and sixty-five, to Jean L. Sansevaine, for the period of thirty years from the signing and approval of this contract and ordinance, with the right to sell and distribute water for domestic purposes, and to receive the rents and profits thereof, for their own use and benefit, except as hereinbefore provided, hereby giving and granting the said parties of the second part, their heirs, executors, administrators or assigns, the right to lay pipes in any and all the streets of said city, and to dig and make all necessary excavations for that purpose, and the right of way through, upon and over land or streets belonging to the said city of Los Angeles, with the additional right to take water from the Los Angeles river at a point above or near the present dam; *provided*, always, that the said parties of the second part, their heirs, executors, administrators or assigns, shall at no time take from said river for the use of said water works more than ten inches of water, without the previous consent of the Mayor and Common Council of said city; and that they will, within sixty days from the date hereof, select the point from which the water will be taken from said river. The said party of the first part hereby covenant and agree with the said parties of the second part, their heirs, executors, administrators or assigns, that at the expiration of the period of thirty years from the execution of this instrument, they will pay to the said parties of the second part, their heirs, executors, administrators or assigns, the value of the improvements made in, about, and upon the said water works, in pursuance of this contract; the same to be ascertained by arbitration, in

case the parties cannot agree upon the value thereof, the said party of the first part, and the parties of the second part, their heirs, executors, administrators or assigns, to choose one man each, and the two men thus chosen to select a third man, and the judgment of the three men thus selected shall be final in the premises. And the said party of the first part hereby covenant and agree to make no other lease, sale, contract, grant or franchise to any person or persons, corporation or company, for the sale or delivery of water to the inhabitants of said city for domestic purposes during the continuance of this contract, always without prejudice to any rights already granted. And the said parties of the second part, their heirs, executors, administrators or assigns, hereby covenant and agree with the said party of the first part, that they will pay the sums of money at the time and in the manner hereinbefore mentioned and set forth, and cancel the claims hereinbefore mentioned, upon the signing and approval of this contract and ordinance by the proper parties thereto; that they will make the improvements hereinbefore mentioned and set forth, in the following manner, to-wit: That they will replace all the wooden pipes now belonging to said water works within one year from the signing and approving of this contract and ordinance, and that they will extend said iron pipes as fast as the citizens, desiring to be supplied with water for domestic purposes, will agree to take sufficient water to pay ten per cent. per annum interest upon the cost of extending such pipes through the streets now unsupplied with water. That they will, within one year from the date hereof, place a hydrant, to be used as a protection against fire, at one corner of one street at each of the cross streets where the pipes are now laid down, and will erect hydrants at other street corners according to the terms of this contract, as fast as the pipes are extended through the streets of said city. That they will erect, or cause to be erected, an ornamental fountain upon the public plaza, of such designs as the Mayor and Common Council shall direct, within one year from the date hereof; that they will furnish water for the public schools and city hospitals, jails, free of charge, when then the same are near the pipes, the city furnishing the necessary conduits for that purpose; that they will make all the improvements herein mentioned and set forth, and keep the same in repair at their own cost and expense, for the said period of thirty years, and return the said water works to the said party of the first part, at the expiration of the said period of thirty years in good order and condition, rea-

reasonable wear and the damage of the elements excepted, upon the payment to them of the value of the improvements made after the approval of this contract, to be ascertained as hereinbefore provided, and give a bond in the sum of twenty thousand dollars, conditioned for the compliance by them of the conditions of this contract, to be approved by the Mayor of said city; and will pay all State and county taxes assessed upon said water works during the said period of thirty years. Always *provided* that the Mayor and Common Council of said city shall have, and do reserve, the right to regulate the water rates charged by said parties of the second part, or their assigns, provided that they shall not so reduce such water rates, or so fix the price thereof to be less than those now charged by the parties of the second part for water; *provided* that a certain contract of lease heretofore executed by the Mayor and Common Council of said city to Jean L. Sauvaine, of said water works, of date October sixteenth, A. D. one thousand eight hundred and sixty-five, be surrendered up and canceled at or before the signing of this contract; *provided*, always, that the rights and privileges by these presents conceded to said parties of the second part do not embrace, to any extent, or have any reference to, the water works of said city used for the distribution of water for the purposes of irrigation, or affect in any manner any rights of irrigation, either existing at present, or which may exist hereafter, except as to the ten inches of water, as hereinbefore provided. And it is expressly stipulated and covenanted that said parties of the second part shall not dispose of any water for the purpose of irrigation, but shall only take from said river the water necessary for domestic purposes, as above specified.

In testimony whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

JOHN KING, President.

Approved this 22d day of July, A. D. 1868.

G. AGUILAR, Mayor.

JOHN S. GRIFFIN, [Seal.]

P. BEAUDRY, [Seal.]

S. LAZARD, [Seal.]

Erasure in the fifth and sixth lines of the fourth page; the word "jails" interlined in the sixth line of the sixth page; the words "of the improvements made after the approval of this contract" in the fourteenth line of sixth page, part of twenty-fourth, the twenty-fifth and part of twenty-sixth

lines, sixth page, erased, and the words "to be less than those charged by the said parties of the second part for water" inserted in lieu thereof—all before execution and delivery. The word "cubic" erased on fourth page.

In presence of :

CHAS. H. LAHRABEE,
JOEL H. TURNER.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, SS:

On this twenty-second day of July, A. D. one thousand eight hundred and sixty-eight, personally appeared before me, Joel H. Turner, a Notary Public in and for said Los Angeles county, California, C. Aguilar, Mayor city Los Angeles, California, John S. Griffin, P. Beaudry and S. Lazard, whose names are subscribed to the annexed instrument as the parties thereto, personally known to me to be the same persons described in and who executed the said annexed instrument as the parties thereto, who each for himself acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

[Seal.]

JOEL H. TURNER, Notary Public.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, SS:

C. Aguilar, Mayor of the city of Los Angeles, and John King, President of the Common Council of said city of Los Angeles, being duly sworn, depose and say, that as Mayor and President of said Council they respectively examined the annexed contract and ordinance, and that the words; "and to use unoccupied city lands for the constructing of all necessary reservoirs," on the fourth page, and in the fifth and sixth lines of said page, and the word "cubic" in the fourteenth line of said page, and the words "as the products from the sales of water shall pay less than twelve per cent. per annum on the capital invested," in the twenty-fourth, twenty-fifth and twenty-sixth lines on page six, and the word "cubic" in the twelfth line on seventh page of said contract and ordinance, were erased before the passage and approval of said contract and ordinance, and that the word "jails," in sixth line on sixth page, and the words "of the improvements made after the approval of this contract," in fourteenth line on sixth page of said contract, and the words "to be less than those now charged by the said parties of the second part for water," in the twenty-fourth, fifth; and twenty-sixth lines

of page sixth of said contract and ordinance, were interlined before the passage and approval of said ordinance and contract.

G. AGUILAR, Mayor.

JOHN KING,

President of Common Council.

Sworn to and subscribed before me this 22d day of July, 1868.

[Seal.]

JOEL H. TURNER,

Notary Public.

Recorded this 22d day of July, A. D. 1868, at 3 hours P. M., in Liber 1, "Miscellaneous Records," page 428 et seq., Records of Los Angeles county, at the request of A. J. King.

T. D. MOTT, County Recorder.

By J. W. GILLETTE, Deputy.

230 The proposition of the Los Angeles City Water Company, this day made, to remove the reservoir now being on the public plaza, and convey to the city of Los Angeles all its right, title and interest to said plaza, and lay off the same into suitable walks and ornamental grounds, and to erect a fountain thereon, after such design as may be furnished by the Mayor and Common Council of said city, at an expense not to exceed one thousand dollars, and surrender all scrip now held by said Water Company against the "City Water Works Fund," upon the conditions and for the considerations herein provided, is hereby accepted; *provided*, all the said works shall be done, performed and completed within ninety days after the furnishing of the design for said ornamental fountain by the said Mayor and Common Council.

231 Upon the compliance with section one of this ordinance, by the Los Angeles City Water Company, at the time and in the manner therein specified, the amount of rent agreed to be paid by the said water company to said city, as provided in a certain contract and ordinance passed July 20th, 1868, and approved July 22d, 1868, shall be and the same is hereby reduced to the sum of four hundred dollars per annum, which said sum shall be paid in the manner and at the time specified in said contract and ordinance, and shall be received in full payment for all rents due and to grow due from said water company to said city, for the uses and privileges given and granted by said ordinance; and the performance of all the provisions of section one hereof, within the time and