

PEOPLE'S ORDINANCE NO. 6

AN ORDINANCE CONTRACTING FOR ELECTRIC CURRENT FOR MUNICIPAL PURPOSES, TO BE FURNISHED BY THE GRAND JUNCTION ELECTRIC, GAS, AND MANUFACTURING COMPANY, ITS SUCCESSORS AND ASSIGNS, TO THE CITY OF GRAND JUNCTION, COLORADO.

WHEREAS, The said Company is now supplying the said City with street lights and electric current therefor under a contract which will terminate February eleventh, A.D. 1918, and whereas, the City street lighting units now in use are of a form and type that have become obsolete and unsuited to the street lighting requirements of the City, and whereas, it is desired by both parties hereto that a new contract shall be entered into between the parties hereto providing for a modern and more suitable type of street lighting units and equipment, and for a re-adjustment of the rates to be paid for such lighting units.

AND, WHEREAS, the said The Grand Junction Electric, Gas, and Manufacturing Company has heretofore filed in writing with the City Clerk of the City of Grand Junction an acceptance of the terms and provisions of this Ordinance and the contract herein provided for.

THEREFORE, be it ordained by the City Council of the City of Grand Junction, Colorado, and be it ordained by the qualified electors of the said City of Grand Junction, Colorado, upon referendum by the City Council thereof:

SECTION 1. That the City of Grand Junction shall and does hereby agree to take exclusively from The Grand Junction Electric, Gas, and Manufacturing Company, its successors and assigns, hereinafter referred to as the "Company," for a period of ten (10) years, beginning on the eleventh day of February, A. D. 1918, and continuing uninterruptedly until the eleventh day of February, A. D. 1928, all the electric current and service which said City shall need and use for municipal lighting, under the terms and conditions herein specified.

SECTION 2. Except in the case of ornamental or park lighting, the Company shall, at the request of the City, install, maintain, and furnish at the company's expense street lights of such type and character as may be required by the City Council of the City, and at such points as shall be designated by the said City Council.

SECTION 3. If at any time during the life of this contract, the City desires to install an ornamental street lighting system in the business district of the City, the Company will bear the labor expense of installing such system and the City will, at its

expense, furnish standards, electroliers, cable, wire, and all material of whatever kind or nature as shall be necessary for the installation of such system, and after the installation is completed, all property rights and ownership shall be vested in and remain with the City. Said Company shall furnish current for the same under the rates and terms as herein provided, and all expenses of maintenance, including lamp renewals and globes, shall be borne and paid by said Company. Such lights as are to be burned only from dusk until midnight shall be turned on and off by the City.

SECTION 4. The City shall pay for such lights and service, which shall run from thirty minutes after sunset until thirty minutes before sunrise in the case of general street lighting service, and from dusk until midnight in the case of ornamental street lighting service, monthly rates in accordance with the following schedule:

Description of Lamp			Rate per Month		
Amperes	Nominal Rated Candle-Power	Total Lumens	General Street Lighting All Night	Ornamenta l and Park Lighting All Night	Ornamenta l and Park Lighting Dusk to Midnight
6.6	100	1000	\$2.50	\$2.25	\$1.50
6.6	250	2500	4.00	3.50	2.50
6.6	400	4000	6.00	5.25	--
6.6	600	6000	6.50	--	--

SECTION 5. All lights furnished by the Company under the terms of this Ordinance and contract shall be of a standard make and shall at all times be operated at commercial rated efficiency and amperage. The term "nominal rated candle-power" as used in the above schedule, shall not be construed to mean the candle-power in any specific direction measured either with or without the aid of reflectors or refractors. At no time during the life of this contract shall lamps be furnished from which the total amount of light in lumens is less than that specified in the above schedule.

SECTION 6. After once being installed and placed in service, any lamp installed for municipal purposes may be changed in size or its use may be discontinued and additional lamps may be added and installed at the request of the City, provided, that should a lamp hereafter installed on order of the City be ordered removed by it, the City shall pay the additional labor expense incurred in the removal of such light, or lights, as are ordered discontinued, or if such lights be moved by order of the City to a new location, the City shall pay the actual labor cost of such moving.

SECTION 7. The Company shall, at its expense, install, on or before May eleventh, A. D. 1918, gas-filled Mazda C series incandescent lamps of standard make and design and of such nominal candle-power ratings as may be ordered by the City Council. Each of such lights shall be equipped with fixtures known by the trade name of "Style Ex. No. 21536" Cutter center suspension street hood, together with an eighteen inch radial wave reflector, or with a fixture of a similar make or design. In addition such lamps shall be equipped and maintained with a satisfactory refractor or diffuser when so ordered and required by the City. The said lights are to be installed in place of the present arc lights, or taking the place of such arc lights as may be designated by the City Council of said City, or being in such new locations as the City Council may require. The said Company shall extend at its own expense its lines and install such lights at new locations as may be required by order of the City Council of said City; provided, however, that the Company shall not be required to extend its line for the purpose of installing new street lights beyond a point where the cost of installation exceeds in amount three times the annual revenue from such light, or lights, to be so installed.

SECTION 8. The Company agrees to use reasonable diligence to furnish continuous service as herein specified and upon failure to do so, the said Company shall forfeit to the City the sum of two cents (2¢) per hour for each light of four hundred (400) candle-power, or over, and one cent (1¢) per hour for each light under four hundred (400) candle-power, which is out of use, or not maintained and kept burning as herein designated; provided, however, that should the entire system, or a major portion thereof be not kept burning as herein required for one night, or more, the Company shall forfeit all compensation for the time the lights so fail to burn, which forfeiture shall be based on the proportional part of the month such lights fail to burn.

SECTION 9. The rates for service as are herein specified and agreed upon shall, together with the terms, conditions, and efficiency of the service furnished by the Company under this

contract, be subject to revision and adjustment by the Public Utilities Commission of the State of Colorado. In other words, this paragraph shall be construed to mean that should either party to this contract become dissatisfied with any of its provisions and conditions, or rates, or with the service rendered by the Company as herein provided for, the Public Utilities Commission of the State of Colorado shall be called upon to adjust such differences and complaint.

SECTION 10. The City of Grand Junction hereby agrees at all times during the term of this contract to take from said Company under the terms of this contract and pay for not less than eighty (80) center suspended street lights of a rated candle-power of not less than four hundred (400) nominal rated candle-power. And it is agreed that if an ornamental system of lighting be installed, that such center suspended lights as may be displaced thereby shall be removed by the Company at its expense, and that the ornamental system may be used in whole or in part as a substitute for the suspended street lights so displaced, and the said number of eighty (80) lights guaranteed, may be reduced by the number of lights so displaced. The City in any event agrees to purchase and pay for at least Seven Thousand Three Hundred Dollars (\$7,300.00) of electric lighting service per year, under the terms of this contract, and the cost of the said eighty (80) lights above mentioned shall be included in the said Seven Thousand and Three Hundred Dollars (\$7,300.00).

SECTION 11. The City agrees and promises to pay all bill for service without discount on or before the seventh day of the month following that in which the service is given.

SECTION 12. Should the City during the life of this contract own or operate a municipal lighting plant or system, this contract and all rights and liabilities thereunder may be terminated at the option of said City, at any such time thereafter as may be provided by ordinance, and when so terminated, all liability of the City under this contract shall immediately cease. This provision is not intended by the parties hereto to give the said City any rights of condemnation not now existing, or as a waiver by the Said Company of any of its rights under its franchise with said City, or as a waiver of any of the provisions of said franchise, and shall in no way supersede, annul, or abrogate any of the provisions of said franchise ordinance.

SECTION 13. For all current furnished for buildings owned or controlled by said City, the City shall pay ten cents (10¢) per kilowatt hour, with the minimum for each of said buildings of One Dollar (\$1.00) per month.

SECTION 14. After the passage and adoption of this Ordinance by the vote of the qualified electors of the City of Grand Junction the fact thereof shall be recorded in the Records of the City of Grand Junction, and thereupon the Mayor of the City of Grand Junction shall make, execute, and deliver to said The Grand Junction Electric, Gas, and Manufacturing Company a contract embodying the terms and provisions of this Ordinance, which shall be attested by the City Clerk, under the seal of said City, and which shall evidence and carry into effect the contract created by this Ordinance with said Company.

Passed and adopted this sixth day of November, A. D. 1917.

We hereby certify, that at an adjourned regular meeting of the City Council of the City of Grand Junction, Colorado, held October 16th, 1917, the above and foregoing ordinance was introduced, read and ordered published and submitted to a vote of the qualified electors of said city for their adoption or rejection at a regular election to be held in said city on November 6, 1917.

Pursuant thereto, said ordinance was duly and regularly published on October 26th, 1917, in The Daily Sentinel of said city, a daily newspaper of general circulation printed and published in said city, and in pursuance thereof and in accordance with the law in such case made and provided, said ordinance was duly and regularly submitted to a vote of said qualified electors for their adoption or rejection at a regular election held in said city on November 6, 1917, at which election a majority of the votes of said electors voting on said question were cast in favor of the adoption of said ordinance, and said ordinance was thereby duly and regularly adopted.

Thereafter, at an adjourned regular meeting of the City Council of the City of Grand Junction, Colorado, held November 8, 1917, pursuant to the charter of said city, said ordinance was ordered recorded and numbered "People's Ordinance No. 6," and was ordered published in The Daily Sentinel of said City.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the official seal of said city, this 12th day of November, A. D. 1917.

/s/ Chas. E. Cherrington  
Mayor

(SEAL)

Attest:

/s/ Charles K. Holmburg  
City Clerk

Final publication, November 13, 1917.