

PEOPLE'S ORDINANCE NO. 20

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

WHEREAS, the Public Service Company of Colorado, a corporation duly organized and existing under and by virtue of the laws of the State of Colorado, party of the first part, hereinafter called the Company, is successor in interest of the Grand Junction Electric Gas and Manufacturing Company to that certain contract with the City of Grand Junction, hereinafter called the City for municipal lighting, dated the 11th day of February, A. D. 1918 and

WHEREAS, the said contract will expire on February 11th, 1928 and prior to the next general City election following the one to be held on April 5, 1927, and it is desired to provide for a new contract prior to its expiration, and WHEREAS, the Company desires to adjust and equalize its rate schedule in all classes of electric service, and WHEREAS, said adjustment will materially reduce the rates paid by both private and municipal consumers, and WHEREAS, that certain contract existing for municipal lighting contain rates and charges that it is desired to equalize and/or reduce, and WHEREAS, for and in consideration of the mutual covenants and agreements herein contained, the services to be rendered by the Company to the City and the payments to be made by the City to the Company, it is desired that the following contract be hereby substituted for the contract of February 11, 1918 and be adopted and entered into in lieu thereof:

AND WHEREAS, the said Public Service Company of Colorado has heretofore filed in writing with the City Clerk of the City of Grand Junction its 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:

1. The Company shall furnish and sell to the City, and the City shall take and purchase from the Company, during the life hereof, under the terms and conditions herein stipulated, all lighting service used by the City for the purpose of lighting the streets, avenues, boulevards, parks, parkways, alleys and public ways and places of the City of Grand Junction, and any extension thereof, for a period of ten (10) years as hereinafter provided.

2. The Company at its own expense shall install incandescent overhead, bracket or suspended street light, complete, provided such lights are located within one City Block, not exceeding five hundred (500) feet, of the nearest available point of its existing street lighting distribution system and provided said expense per fixture, including cost of fixture, installations and connection, does not exceed the annual revenue from each unit.

3. The Company shall, at its own expense operate and maintain ornamental street lighting standards, and lighting units, and install and maintain underground wiring as required for such standards, provided said standards are located within 100 feet of the nearest available point on its existing underground street lighting system, and/or providing the expense per standard does not exceed the annual revenue therefrom.

4. The Company shall move any street lamps covered herein, together with the necessary equipment, from one locality to another, as directed by the City, the expense of such removal to be borne equally by the City and the Company.

5. The Company shall operate and maintain and the City agrees to pay for municipal street, alley and park lighting, at the voltage and/or current and phase of the Company's established distribution system for such service, at the following rate per lamp payable in equal monthly installments:

GENERAL AND ORNAMENTAL SERVICE

Series Incandescent Lamps. Burning All night, Per Year.

600 Candle Power (6000 lumen) lamps, per annum, each \$66.00
400 Candle Power (4000 lumen) lamps, per annum, each 54.00
250 Candle Power (2500 lumen) lamps, per annum, each 42.00

ORNAMENTAL SERVICE

Series Incandescent Lamps, Burning to Midnight, per Year

400 Candle Power (4000 lumen) lamps, per annum, each \$44.00
250 Candle Power (2500 lumen) lamps, per annum, each 30.00

Charges for lamps of other sizes or types or conditions of service shall be in proportion to the foregoing, taking into account all service and cost conditions.

The Company shall operate and maintain and the City shall pay for not less than:

Series Incandescent Lamps, Burning All Night, Per Year

1 -- 600 Candle Power lights
120 -- 400 Candle Power lights
144 -- 250 Candle Power lights

Series Incandescent Lamps, Burning to Midnight, Per Year

-- 400 Candle Power lights
62 -- 250 Candle Power lights

However this minimum shall not apply until October 1st, 1927.

6. The Company shall operate all lamps at voltage and current for which they are designed and in the event it shall at any time be determined as a result of tests that the illumination so contracted to be furnished by any unit is less than eighty-five percent (85%) of the manufacturer's rated average life lumen output, the Company shall replace same.

7. The Company shall keep a record of all circuit and lamp outages and a record of the time service was restored, and the City shall be entitled to a refund for each lamp outage according to the schedule rate per lamp per year pro rated to the time from one hour after lamp is reported out until the time the service is restored.

8. The term series "Incandescent Lamp", as herein referred to, shall represent a glass bulb hot wire filament lamp and shall be construed to mean any and all series electric lamps herein specified or that may hereafter be used pursuant to the terms of the contract.

9. The term "Burning all night," as herein referred to, shall be construed to mean that all lamps shall be lighted 30 minutes after sunset to 50 minutes before sunrise, local standard time. A deviation of 15 minutes from the above schedule shall be permissible.

10. The term "Burning to midnight", as herein referred to, shall be construed to mean that all lamps shall be lighted from 30 minutes after sunset to 12 o'clock midnight, local standard time. A deviation of 15 minutes from the above schedule shall be permissible. By agreement between the parties hereto that practical operating conditions require it, the lights burning on this schedule shall be turned on and off by the city.

11. The rates per lamp herein specified, except as otherwise provided, are to include (a) all construction, (b) illumination, (c) glassware, globe and lamp renewals, (d) attendance and repairs.

12. The City shall include in the annual appropriation Ordinance, a sufficient sum and amount, to be known as the Street and Park Lighting Fund, for the purpose of paying the Company for current and service herein provided. Bills shall be rendered by the Company to the City on the first day of each and every month, and the payment of said bills shall be made and provided for by the said City through its City Manager, not later than the Fifteenth day of each month.

13. All material and equipment purchased and installed and used for street, alley or park lighting purposes at the expense of the Company, shall, at all times, be and remain the property of the Company, and the Company shall have a reasonable time after the termination of this agreement, and upon the failure to negotiate a new agreement, in which to remove such material and equipment.

14. The Company shall not be liable for any failure, default, or delay caused by strikes, acts of God, unavoidable accidents, or contingencies beyond its control. The Company shall save and keep harmless the City from any and all liability and damages, costs and expense for personal property or other injuries resulting from, or growing out of, any negligence on the part of the Company, its successors and assigns, in the establishment, operation or maintenance of said lamps, or in the generation or distribution of electricity for the same, under and by virtue of this Contract.

15. The City shall reimburse the Company for all expense incurred by it in repairs to or replacement of parts of the ornamental posts, caused by individuals or drivers of vehicles violating City ordinances or laws. In case of accidental damage to ornamental post, the City shall use due diligence to ascertain such damage and to collect same, and shall then reimburse the Company for necessary repairs.

16. The City shall issue to the Company, free of charge, all permits for excavation and for parking and paving cuts necessary for the installation and operation of all lamps now in use, or that may hereafter be required by the City for the purpose of street, alley and park lighting.

17. This agreement shall be in full force and effect from and after the first day of April, A. D. 1927, for the full period of ten (10) years, provided however it shall terminate prior

thereto if and when, after December 12, 1931, the City shall grant a new electric light franchise to any other person or corporation or shall construct and operate its own municipal light plant under the terms of the City Charter.

18. The benefits of this agreement shall inure to, and its obligations shall be binding upon the successors and assigns of the respective parties hereto.

19. 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 President of the City Council of the City of Grand Junction shall make, execute and deliver to said Public Service Company of Colorado 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.

WE HEREBY CERTIFY that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held March 16th, 1927, the above and foregoing ordinance was introduced, read, and ordered published and submitted to a vote of the qualified electors of said City for adoption or rejection at a regular Municipal election to be held April 5th, 1927. Pursuant thereto said ordinance was duly and regularly published on March 19th, 1927, in The Daily Sentinel of said City, a daily newspaper of general circulation printed and published in said City, and in further 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 municipal election held in said City, on the 5th day of April, A. D. 1927, 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 a regular meeting of the City Council of the City of Grand Junction held April 6th, 1927, pursuant to the Charter of said City, said Ordinance was ordered recorded and numbered People's Ordinance No. 20, 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 7th day of April, A. D. 1927.

/s/ Dr. J. E. Bell
President of the Council

ATTEST:

/s/ Helen C. Tomlinson
City Clerk