

PEOPLE'S ORDINANCE NO. 26

AN ORDINANCE CONTRACTING FOR MUNICIPAL STREET LIGHTING SERVICE TO BE FURNISHED BY PUBLIC SERVICE COMPANY OF COLORADO, ITS SUCCESSORS AND ASSIGNS TO THE CITY OF GRAND JUNCTION, COLORADO. BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, AND BE IT ORDAINED BY THE QUALIFIED ELECTORS OF SAID CITY OF GRAND JUNCTION, COLORADO, UPON REFERENDUM BY THE CITY COUNCIL THEREOF:

ARTICLE I

SECTION I. The City of Grand Junction (hereinafter called "City") by action of its City Council shall enter into a contract with Public Service Company of Colorado (hereinafter called "Company") for a term of ten years from and after the date when this ordinance takes effect, whereby Company shall furnish and sell to City and City shall take and purchase from Company, during the life hereof, under the terms and conditions hereinafter stipulated, all lighting service used by City for purposes of lighting the streets, avenues, boulevards, parks, parkways, alleys and public ways and places of the City of Grand Junction, and any extension thereof (hereinafter called "street lighting").

ARTICLE II

SECTION I. Street lighting service shall be rendered at the voltage and phase of Company's established distribution system for such service, by means of lamps attached to mast-arms, brackets, or suspension units supplied from the overhead non-ornamental street lighting distribution system of Company, or by lamps mounted on ornamental standards or brackets supplied from the underground or overhead ornamental street lighting distribution system of Company.

SECTION II. Company shall install, at its own expense, additional incandescent overhead bracket or suspended non-ornamental street lights for permanent use, as City shall direct from time to time, provided such lights are located within one City block (not exceeding five hundred feet) of the nearest available point on Company's existing overhead non-ornamental street lighting distribution system and the total expense to Company per lighting unit, including cost of necessary poles, wire, transformer, fixture, installation and connection, does not exceed twice its annual revenue therefrom.

SECTION III. Company shall install, at its own expense, additional overhead or underground wiring for ornamental street lighting standards or brackets, as City shall direct from time to

time, provided such standards are for permanent use, can be served from the existing ornamental distribution system, and the total expense to Company per fixture, including cost of necessary transformer, conduit, wire, installation and connection does not exceed twice its annual revenue therefrom. All ornamental standards or brackets, complete with lighting units and glassware, except for the underground or overhead wire as previously specified, shall be installed by Company at the expense of City or property owner.

SECTION IV. Where the cost to Company of any street lighting unit hereafter installed, is in excess of twice the annual revenue therefrom, City or property owner shall pay Company an amount equivalent to such excess cost, but title to complete installation, except as to ornamental standards or brackets paid for by City or property owner, shall vest in Company. Cost of materials for and expense of installing all special and temporary installations, maintenance and replacements thereof, shall be borne by City or property owner.

All equipment, whether furnished by Company, City, or property owner, must be approved by Company before being installed. Company shall not be required to furnish service to equipment not so approved.

SECTION V. Company shall move any street light covered herein except special and temporary installations, from one locality to another, as directed by City, the expense of such removal to be borne equally by City and Company.

When service to any street light has been discontinued for more than one year upon order of City, Company may remove its equipment for said street light from its street lighting system. In the event City later orders a street light to be installed at the same location, the total cost of the installation and connection shall be borne by City.

SECTION VI. Company shall, except where otherwise specified, provide the operation, attendance and ordinary maintenance of, and City shall pay for municipal street lighting, at the following rates per lamp payable in equal monthly installments.

Series Incandescent Lamps - Burning All Night

Ornamental and Non-Ornamental Service

250 candlepower (2500 lumen) lamps, per lamp, per year . . .  
\$34.80

400 candlepower (4000 lumen) lamps, per lamp, per year . . .  
43.20

600 candlepower (6000 lumen) lamps, per lamp, per year . . .  
54.00

Special Park and Public Place Lighting Service

100 candlepower (1000 lumen) lamps, per lamp, per year  
22.80

Series Incandescent Lamps - Burning Dusk to Midnight

Ornamental Service Only

250 candlepower (2500 lumen) lamps, per lamp, per year . . .  
. 28.80

400 candlepower (4000 lumen) lamps, per lamp, per year . . .  
. 37.20

600 candlepower (6000 lumen) lamps, per lamp, per year . . .  
. 47.20

Charges for incandescent lamps of other sizes, types or conditions of service shall be in proportion to the foregoing, taking into account all service and cost conditions. Charges for sodium or mercury vapor lamps shall be established by Company upon request of City, taking into account all service and cost conditions. Replacement of existing street lights with lights of other type or sizes shall be by agreement between City and Company, taking into account cost of service, existing and added investment required. The City Council shall enter into such agreements with Company as are necessary for the supplying by Company of street lighting service not provided for in the rates hereinabove set forth, based on such investment and service costs.

SECTION VII. Company shall operate all lamps at the 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, Company shall replace same.

SECTION VIII. Company shall keep a record of all circuit and lamp outages and a record of the time service was restored, and 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 time the lamp is reported out until the service is restored.

SECTION IX. Size of lamp, except where otherwise specified, shall be construed as referring to modern incandescent tungsten filament lamps of the present standard of illuminating power, or lamps of an equivalent illuminating power. The term "incandescent lamp" shall represent a glass bulb hot wire filament lamp.

SECTION X. The term "burning all night," as herein referred to, shall be construed to mean that all lamps shall be lighted from approximately 30 minutes after sunset to 50 minutes before sunrise.

The term "burning to midnight," as herein referred to, shall be construed to mean that all lamps shall be lighted from approximately 30 minutes after sunset to 12 o'clock midnight.

SECTION XI. 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 Company for current and service herein provided. Bills shall be rendered by the Company to City on or about 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.

SECTION XII. All material and equipment purchased and installed for street lighting purposes at the expense of Company, shall at all times be and remain the property of Company, and 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.

SECTION XIII. Company shall not be liable for any failure, default, or delay caused by strikes, acts of God, unavoidable accidents, or contingencies beyond its control. Company shall save and keep harmless City from any and all injury to person or persons or damage to property resulting from negligence on the part of Company or its employees in the establishment, operation or maintenance of said street lighting, or in the distribution of electricity for the same, under and by virtue of this contract.

SECTION XIV. Company shall be reimbursed by City or property owner for any expense in replacing street lighting installation owned by City or property owner, from damage by violation of traffic or other ordinances or laws, or by malicious mischief of individuals, and for expense of repair thereof, other than repair necessitated by ordinary wear, tear and usage, which expense of ordinary maintenance thereof is to be borne by the Company. Cost

of replacement of ornamental standards, ornamental brackets or special installations owned by City or property owner, complete with globes, necessitated by any cause other than the fault of negligence of Company, shall be borne by City or property owner, and cost of repair thereof, other than repair necessitated by ordinary wear, tear and usage, shall also be borne by City or property owner. All cost and expense of repair of such lighting installations and equipment necessitated by ordinary wear, tear and usage, shall be borne by Company. All cost of replacement and repair of installations and equipment owned by Company shall be borne by Company. If any individual damages any street lighting installation by violation of any ordinance of the City, or in any other unlawful manner, the City will endeavor with reasonable diligence and effort to apprehend all such individuals, and to cause them to pay all expenses of necessary repair or replacement of any street lighting installation so damaged by them.

SECTION XV. 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.

SECTION XVI. This ordinance shall become effective upon approval by the qualified voters of the City. The street lighting contract between City and Company herein provided shall become effective on April 1st, 1937, subject to final passage by the City Council and subject to acceptance by Company.

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

Passed and adopted this 7th day of April, A. D. 1937.

/s/ G. W. Oates  
President of the City Council.

ATTEST:

/s/ Helen C. Tomlinson  
City Clerk

WE HEREBY CERTIFY That at a regular meeting of the City Council of the City of Grand Junction, Colorado, held March 3rd, 1937, 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 on April 6th, 1937. Pursuant thereto said ordinance was duly and regularly published on March

5th, 1937, 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 cases 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 6th day of April, A. D. 1937, 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 7th, 1937, pursuant to the Charter of said City, said Ordinance was passed and adopted and was ordered recorded and numbered People's Ordinance No. 26, 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, 1937.

/s/ G. W. Oates  
President of the Council

ATTEST:

/s/ Helen C. Tomlinson  
City Clerk