

Grand Junction Colo July 26 1904

Adjourned meeting of the City Council Mayor Amphlett
in the chair, the following Aldermen responded
to roll call - Buckuss, Harbo, Merrill, Ramey, Smith
& Stockton, Alderman Waldroup a few minutes tardy -
Alderman Rader absent -

On motion the regular order of business was
Suspended and the Electric Light Proposition came
up for hearing, The Mayor, also Mr Adams,
explaining the contract thoroughly to those Aldermen
who had not been present when the proposition was read -

Electric
Lights

Motion made seconded and put that the Electric
and Gas Co. Proposition to furnish forty (40) arc lights
at One hundred (\$100⁰⁰) Dollars each per year, same to
be in full force during the life of the existing Franchise
and of said Company and that the City Attorney is
hereby instructed to draft a contract, according to the
Original ~~specifications~~ ^{proposition} except as to ^{length of} time said contract
is to be in force and effect, and also that all
Municipal buildings owned or controlled by said City
of Grand Junction shall be lighted at the ^{meter} rate of
Ten cents per kilowatt hour, the minimum price for
each building so lighted to be \$1⁵⁰ per month
and that one arc light be furnished for collection ~~and~~ ^{free of charge}
and that the Mayor and Clerk be ^{and} hereby instructed to
sign said contract. Buckuss voted yea, Harbo yea,
Merrill yea, Ramey yea, Smith yea, Stockton yea, Waldroup
May - Carried -

Motion made seconded and put that the city purchase 800 feet
of the six inch galvanized pipe belonging to C F Caswell at 40 cents
per foot same to be delivered at the city corral and warrant
drawn by the City Clerk upon receipt from Superintendent Vedder
that pipe had been delivered - Buckuss voted yea, Harbo
yea, Merrill yea, Ramey yea, Smith yea, Stockton yea, Waldroup
May - Carried - Motion Made seconded and

Dog Catcher

and put that the Mayor appoint a special policeman as dog catcher who shall receive 25% of each and every license issued account dog tax -

Buckins voted yea, Harbo yea, Merrill yea, Ramey yea
Smith yea, Stockton yea, Waldroup yea, Carried -

Motion made seconded and put to allow Mayor A J Wharton \$15⁰⁰ per month additional salary as special policeman making the total salary \$40⁰⁰ per month -

Buckins Voted Nay. Harbo Nay. Merrill Nay, Ramey may. Smith nay. Stockton yea, Waldroup yea - Motion Lost - On motion Council adjourned to meet Tuesday August 9th at 8 o'clock P.M.

Frank Leslie

City Clerk

Electric Light
Contract

Contract

This Agreement, Made and entered into this 26th day of July, A.D. 1904 by and between The City of Grand Junction, a municipal corporation of the State of Colorado, herein styled the party of the first part, and The Grand Junction Electric & Gas Company, a corporation of the State of Colorado, herein styled party of the second part;

Witnesseth: That the said first party being desirous of providing lights for the streets, alleys, public high-ways and public buildings, and the said second party being the owner of an electric light plant, with poles, wires and appliances, and with a franchise heretofore issued and now owned by the second party within the said city, hath this day agreed, and do hereby agree, covenant and contract that the said second party shall install furnish and maintain for the said first party forty enclosed alternating arc lights, which consume an electric current of not less than six amperes, and each to be of the nominal capacity of 1600 candle power, and to keep said lamps burning all night of each year excepting such time of each and every night as the reflection of the sun is sufficient to light said streets, parks and other public high-ways,

said lamps to be and be maintained during the term of this contract of first class quality and kind; and said lamps are to be erected at and over the centre of the intersection of such streets or in any place in any of the parks, or anywhere upon any ^{public} highway of the said city within its corporate limits, wherever directed so to do by the City Council of the party of the first part.

In the installation of said lamps or lights at the intersection of any of the streets of the said city, the second party shall use two cedar poles, to be placed on diagonal corners, and to be, at least thirty-five feet in length with a seven-inch top, according to the specifications of The Northwestern Cedar Pole Association; to be well guyed and painted, firmly set and tamped; and the lamps shall be suspended on a three-eighths inch steel cable. In running the lines to the lamps the said second party shall as far as practicable, keep the lines free from trees, and shall place one pole in a diagonal direction upon the opposite side of the street from which communication is made from the circuit in the alley and connection is made to pole on street.

The said second party agrees to install such poles, lamps and lights, properly equipped, and keep the same in good running order and repair during the life of the contract, and to furnish electricity therefor for and in consideration of one hundred dollar (\$100⁰⁰) per annum for each arc lamp, to be paid for monthly on the 15th day of each and every month succeeding the month the lights were used.

And the said second party also agrees to immediately begin to install said arc lights and to have them fully installed, and in operation by January 1st 1905; and that during the installation and until January 1st, 1905, the entire liability of the city for lights under this contract shall be one hundred forty-five dollars and twenty five cents (\$145.25) per month, payable monthly as heretofore for the lights now being furnished the

city; which said lights during the said installation the said second party agrees to furnish and maintain as heretofore for said compensation of one hundred forty five dollars and twenty-five cents (145.25) per month.

And it is further agreed by and between the parties hereto that the said second party shall furnish any and all lights desired by the first party for buildings owned or controlled by the said city of Grand Junction during the term of this contract at a meter rate of ten cents per kilowatt hour, and a minimum rate of one dollar and fifty cents per month for each of any such buildings so lighted as above.

And it is further agreed that the second party shall furnish, if desired by the second party, any reasonable number of incandescent lights of 32 candle power for street corners, suspended on a pole and arm where they same are placed on the outside of the lines of the second party and within one block of the lines in said city, at the rate of three dollars per month, payable as herein provided.

And it is also agreed that the said second party shall maintain during the life of this contract, free of charge, one arc light in Cottonwood Park in said city.

And it is further agreed that all payments and claims for lights under this contract shall be made, filed and allowed with and by the said city through its City Council, and paid in warrants of the said city as in other cases; provided, that if any of the arc lights shall not be maintained or available, the said second party shall forfeit the sum of two and one half cents per hour for each light for such time as such light or lights are out of use or not maintained and kept burning as above required; provided, that for failure to keep such light or lights burning where due to malicious mischief no deductions shall be made therefor.

And it is further agreed that the City Council shall have the right to change the location of any of such lights upon paying the actual expenses of doing so.

The term of this contract shall be from the date thereof until the First day of November A.D. 1910; (A.D. 1910) and during the first five years of the contract, the said second party shall furnish any additional arc lights that the said first party may desire at the same price per light; and payable in the same manner as ^{above} provided; and the second party shall bear the expense of installing and maintaining the same as above provided; and after the said five years and during the term of this contract the said second party shall furnish arc lights as desired by said city at the same rate and in the same manner as above provided; ^{provided} that the cost of installing the same after the expiration of five years shall be subject to agreement at the time of installation between the parties to this contract; and provided further, that this contract shall not be construed as prohibiting the city from contracting for or providing for any additional lights over and above the forty arc lights in any manner it may desire during the term or existence of this contract.

In witness Whereof this contract hath been executed on the part of the said city by its duly elected officers, by vote of its City Council duly entered of record, and on the part of the said second party by its duly constituted and acting executive officers, the day and year first above written.

(Signed) The City of Grand Junction By
J M Sumpler Mayor
Party of the first part.

attest:
Frank J Leslie Deal
City Clerk.

(Signed)

The Grand Junction Electric Co. By
Chas J Newton Mgr
Party of the second part