

Grand Junction, Colo. Feb. 11th 1908.

The City Council of the City of Grand Junction met in regular session at the Council Chamber in the City Hall in said City on Tuesday, February 11th, 1908, at 8 P.M. pursuant to the rules of the Council.

Roll Call

Upon roll call the following were present:

Mayor J. R. Wentworth,

Aldermen, W. D. Davies, A. P. Drew, W. C. Boyer, Matt H. Flynn, M. Hertz, C. F. Hudson, J. B. Matthews and J. C. Plank.

Absent, none.

Also present City Clerk, John M. Conley and City Attorney,

Joan W. Rozzelle.

The minutes of previous meeting were read corrected and approved.

Pet to Condemn

Bldg lot 25 B 96

E. C. & Fausa B. Murray petitioned Council to condemn an old house located on lot 25, Block 96 said petition was referred to the Fire & Police Board.

Teamster Peach

Seeks assistance

W. J. Peach the City Teamster who had been injured during January appealed to the Council for assistance, this matter was referred to the street and alley Committee.

Harme seeks

Permit to build

porch

Louis Harme petitioned for a permit to build a screen porch on the rear of residence located on lot 11 Block 124 this was referred to the Fire & Police Com.

Monthly report

Officers

The following reports of Officers were read and referred to the Finance Committee, City Clerk, City Treasurer, Police Magistrate, City Weigher, and Water Supt. also the report of the Grand Jct. Elec. Gas & Mfg Co. for the 3rd of Deca receipts from Sept 1 to Dec 31st amount paid to City \$ 409.65.

The petition for a new sewer district that was referred to the Water & Sewers Com. last meeting was referred to the city atty for legal advice upon request of Chairman Davies of the Water & Sewers Com.

Geo. Smith can

top Watermain

Struthers ave

ald. Davies moved that a permit be granted to Geo. Smith to top the water main on Struthers ave, seconded by Ald. Plank, upon call of motion said motion carried unanimously.

The following bills were read.

W. F. White Mer. Co.	867	Sta	370	Key nails
Platt & Herron	868	"	1440	Cats
W. L. Easton	869	"	3915	Hay
The Enterprise Feed Store	870	"	1187	Cats
Grand Jct. Feed & Imp. Co.	871	"	3168	"
Wm. Hammon tree	872	"	5875	Teamster
W. G. Purner	873	"	5875	"
a. J. Peach	874	"	2250	"
Louis Cakes	875	"	3925	"
E. Cakes	876	"	2000	Labor on Streets
Thos. M. Lewis	877	"	3000	"
Hendrie & Bolthoff	878	Water	3972	Pkg. Lubricators, baskets, etc
B. W. Vedder	879	"	400	Repairs on Rocker arm
"	880	"	1130	Frk. Exp. & Stamps.
J. N. Bunting	881	"	800	Letter Heads & Envelopes

W. F. White Mer. Co.	882	Water	2 25	Adwr
A. R. Voils Adwr. Co.	883	"	4 40	"
Nelson Pugh	884	"	1 50	Ice Hook
Carroll's Shoeing Shop	885	"	2 50	Horse shoeing
E. D. Vinton	886	"	31 00	Labor pump House
Quince Hutton	887	"	6 00	Plumbing
J. D. Hynes	888	"	2 00	Labor pump house
Book Cliff by	889	"	234 77	Coal
George Fletcher	890	"	23 60	Plumbing
J. E. M ^c . Kenzie	891	"	1 00	"
W. L. Easton	892	Fire	38 06	Hay
W. F. White Mer. Co.	893	"	1 75	Adwr
Wm. Electric Supply Co.	894	"	23 45	Coal
Isaac Hollenbeck	895	"	2 50	Brooms
Wohlfort Drug Co.	896	"	7 75	Drugs
Felix Poupani	897	"	2 00	Laying new floor
Nelson Pugh	898	"	4 75	Horse shoeing
Fred Mantay	899	"	5 75	Breast straps and Repair Harness
Hilbert Orick	900	Police	10 80	Groes City Jail
G. C. O'Neil	901	"	10 50	Killing dogs
A. R. Voils Adwr. Co.	902	"	50	File
Dr. Collins & Hubbard	903	Gen	10 00	Consultation with City Physician & audit for case
A. D. Smith	904	"	3 00	Ballot Box Keys
H. W. Pierson	905	"	15 50	Janitor City Hall
Geo. E. Haskell	906	"	9 20	Drugs R. M. H.
Wohlfort Drug Co.	907	"	1 75	"
J. N. Bunting	908	"	49 13	Printing
Wm. Electric Supply Co.	910	"	9 45	Coal City Hall
Mesa County	911	"	9 50	Custodian R. M. H.
J. F. Amalley	912	"	16 00	Swearing.
Wm. Electric Supply Co.	913	Light	514 80	Lights
Key Steel	914	Lib.	10 00	Janitor Library
Ada Richards	915	"	4 00	Asst Librarian
Camille Wallace	916	"	50 00	Librarian

Bills allowed

ald. Davies made a motion seconded by ald. Hudson that the bills as read be allowed and warrants be drawn on Treasurer for same, upon call of roll the following voted aye, ald. Davies, Drew, Boyer, Flynn, Hertz, Hudson, Matthews and Plank. motion carried.

alderman Plank introduced an ordinance entitled;

Ordinance to
issue \$50,000
Water Bonds

an Ordinance Providing for the issuance of bonds of the City of Grand Junction, Colorado for the purpose of the construction of water works for said City for fire and domestic purposes, and etc. Said Ordinance was read in full in open Council, and ordered laid over under the rules and the statute until the next regular meeting and in the meantime be published according to law.

General Palmer
Park offer
rejected

The offer of General Palmer of land to be used for park purposes was taken up. Ald. Matthews made a motion seconded by Ald. Plank that the land offered to the City by General Palmer be accepted subject to a vote of the taxpayers next regular election, upon call of roll vote was as follows. Ald. Davies nay, Drew yea, Boyer nay, Flynn nay, Hertz nay, Hudson nay, Matthews yea, Plank yea. motion lost.

Ald. Boyer made a motion seconded by Ald. Hudson that the report of the Finance Com. in regard to the Palmer Park proposition be accepted, upon call of motion said motion carried 7 yeas and one nay.

Alderman Boyer introduced the following resolution and Contract.

Whereas, The City of Grand Junction is in need of more electric lights for the purpose of lighting its streets, alleys and public places to meet the present needs of the inhabitants of said City, and

Whereas, The present contract between said City of Grand Junction and the Grand Junction Electric Gas and Manufacturing Company, successor and assignee of the Grand Junction Electric and Gas Company for the lighting of said City, will expire on the 1st day of November, A.D. 1910, and

Whereas, The said The Grand Junction Electric Gas and Manufacturing Company is willing to enter into a new contract with said City for a term or period of ten (10) years from this date, to furnish seventy (70) or more alternating series arc-lights for the use of said City for the sum of eighty-two dollars and fifty cents (\$82.50) for each arc-light per annum, and the said The Grand Junction Electric and Gas and Manufacturing Company herewith submits a draft of such contract and which has been duly read to said City Council and to the

(Resolution for Light Contract)

members thereof; which proposed contract is in words and figures as follows, to-wit:

Contract

This agreement made and entered into this 11th day of February, A.D. 1908, 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 and Manufacturing Company, a Corporation of the State of Colorado, herein styled the party of the second part;

Witnesseth, That the said party of the second part is the assigner and successor of The Grand Junction Electric and Gas Company, and owns all of the right, title and interest of the said The Grand Junction Electric and Gas Company in and to a certain contract now existing with the said party of the first part, dated July 26th, 1904, and expiring November 1st, A.D. 1910, and this agreement further

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 not less than seventy (70) enclosed series alternating arc-lights which consume an electric current of not less than six (6) amperes, and each to be of the nominal capacity of 1600-candle power; and to keep said lamps burning all night of each year, except such time of each and every night as the reflection from the Sun is sufficient to light said streets, parks and other public highways; said lamps to be and be maintained during the term of this contract of first class quality and kind; the said lamps are to be erected at and over the center of the intersection of such streets or in any place or 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 (35) feet in length with a

(Ten Year Light Contract)

seven inch top, according to the specifications of the North Western Cedar-men's 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 connection is made from the circuit in the alley and connection is made to pole on street, except in the business portions of the City where no trees are permitted to be grown.

The said second party agrees to install such poles lamps and lights, properly equipped, and keep the same in good burning order and repair during the life of the contract, and to furnish electricity therefor for and in consideration of eighty two dollars and fifty cents (\$82.50) per annum for each arc-lamp without any discount, to be paid for monthly on the first day of each and every month succeeding the month lights were used, 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 (.02½) per hour for each light for such time as each 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 deduction shall be made therefor.

It is further agreed between the parties hereto that all lights and lamps provided for by this contract in addition to the number now installed and in use by said City shall be installed and equipped by the said party of the second part within four months from the date of this contract.

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 and 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 \$1.00 per month for each of any such buildings so lighted as above.

And it is further agreed that the said City Council of the said party of the first part shall have the right to change the location of any of such lights herein provided for, upon paying the actual expense of so doing.

The term of this Contract shall be for a period of ten years from the date hereof, and during the first eight years of this Contract, 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 eight years and during the term of this contract, the said second party shall furnish arc lights as desired by the said City at the same rate and in the same manner as above provided; provided, however, that the cost of installing the same after the expiration of eight 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 seventy arc lights in any manner it may desire during the term or existence of this Contract.

It is further understood and agreed between said parties that upon the entering into and signing of this contract that then the contract now existing between the said City of Grand Junction and the said second party, assignee and successor as aforesaid, shall be annulled and superseded by 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.

The City of Grand Junction
 By
 Mayor, Party of 1st part.

attest:

City Clerk (Seal)

The Grand Junction Electric Gas & Mfg. Company
 By
 President,
 Party of the second part.

attest:

Secretary (Seal)

~~Moved by Alderman Boyer seconded by Alderman Hudson that the resolution and contract offered to~~

~~The City of Grand Junction, by the Grand Junction Electric Gas and Manufacturing Company for a ten year lighting contract be accepted upon call of roll vote was as follows, Aldermen Davie yea, Drew yea, Boyer yea, Flynn yea, Hertz yea, Hudson yea, Matthews yea, Plank nay. motion carried.~~

~~Proved by Davie seconded by Hudson to adjourn, upon call of motion said motion carried unanimously.~~

~~John M. Conley
City Clerk.~~

It is therefore resolved, that the proposed contract submitted on behalf of said Company be accepted, and the same is hereby entered into by the City of Grand Junction, and it is ordered that the Mayor and the City Clerk of said City of Grand Junction execute said contract on behalf of said City of Grand Junction when said contract is duly signed by The Grand Junction Electric Gas and Manufacturing Company, by its duly authorized executive officers, and that the same constitute a valid and binding contract between said City and the said The Grand Junction Electric Gas and Manufacturing Company, and upon the execution thereof that the contract now existing between the said City, and the said The Grand Junction Electric Gas and Manufacturing Company, successor and assignor as aforesaid, be superseded and annulled.

It is further ordered that upon the approval and execution of said contract, the same be copied in full in the minutes of the City Council of said City of Grand Junction.

Proved by Alderman Boyer seconded by Alderman Hudson that the resolution and contract offered to the City of Grand Junction, by the Grand Junction Electric Gas and Manufacturing Company for a ten year lighting contract be accepted, upon call of roll vote was as follows: Ald. Davie yea, Drew yea, Boyer, yea, Flynn yea, Hertz yea, Hudson yea, Matthews yea, Plank nay. motion carried.

Proved by Davie seconded by Hudson to adjourn, upon call of motion said motion carried.

attest: John M. Conley, Presiding officer.
City Clerk

Contract.

This agreement made and entered into this 11th day of February, A.D. 1908, 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 and Manufacturing Company, a corporation of the State of Colorado, herein styled the party of the second part;

Witnesseth, That the said party of the second part is the assignee and successor of the Grand Junction Electric and Gas Company, and owns all of the right, title and interest of the said The Grand Junction Electric and Gas Company in and to a certain contract now existing with the said party of the first part, dated July 26th, 1904, and expiring November 1st, A.D. 1910, and this agreement further

Witnesseth: That the said first party being desirous of providing lights for the streets, alleys, public highways 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 not less than seventy (70) enclosed series alternating arc lights which consume an electric current of not less than six (6) amperes, and each to be of the nominal capacity of 1600-candle power; and to keep said lamps burning all night of each year, except such time of each and every night as the reflection from the sun is sufficient to light said streets, parks and other public highways; said lamps to be and be maintained during the term of this contract of first-class quality and kind; the said lamps are to be erected at and over the center of the intersection of such streets or in any place or in any of the parks, or anywhere upon any public highway of the said city within its corporate limits, whenever 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 in diagonal corners, and to be at least thirty five (35) feet in length with a seven inch top, according to the specifications of The North Western Cedarment's Association; to be well guyed and painted,

(Electric light Contract for ten years signed.)

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 connection is made from the circuit in the alley and connection is made to pole on street, except in the business portions of the City where no trees are permitted to be grown.

The said second party agrees to install such poles lamps and lights, properly equipped, and keep the same in good burning order and repair during the life of the contract, and to furnish electricity therefor for and in consideration of eighty two dollars and fifty cents (\$82.50) per annum for each arc lamp without any discount, to be paid for monthly on the first day of each and every month succeeding the month lights were used, 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 (.02½) per hour for each light for such time as each 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 deduction shall be made therefor.

It is further agreed between the parties hereto that all lights and lamps provided for by this contract in addition to the number now installed and in use by said City shall be installed and equipped by the said party of the second part within four months from the date of this contract.

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 and 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 \$1.00 per month for each of any such buildings so lighted as above.

And it is further agreed that the said City Council of the said party of the first part shall have the right to change the location of any of such lights herein provided for, upon paying the actual expense of so doing.

The term of this contract shall be for a period of ten years from the date hereof, and during

the first eight years of this contract, said second party shall ~~bear~~
~~the expense~~ 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 eight years and during the
 term of this contract, the said second party shall furnish arc
 lights as desired by the said City at the same rate and in
 the same manner as above provided; provided, however, that
 the cost of installing the same after the expiration of eight
 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 seventy arc-lights in any manner it may desire
 during the term or existence of this contract.

It is further understood and agreed between
 said parties that upon the entering into and signing of this
 contract that then the contract now existing between the said
 City of Grand Junction and the said second party, assignee and
 successor as aforesaid, shall be annulled and superseded by
 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.

The City of Grand Junction
 By J. R. Wentworth
 Mayor, Party of 1st. part.

attest:

John M. Conley
 City Clerk (Seal)

The Grand Junction Electric Gas and Tiff Co.
 By Crown Adams
 President, Party of the second part.

attest:

W. F. White
 Secretary (Seal)