

#261

QUILL
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Resolved and approved by the Board of Trustees of the City of Las Animas, Bent County, Colorado, September 6th, 1927.

Ordinance No. 261
ORDINANCE RELATING TO STREET LIGHTING CONTRACT.
ORDINANCE.
WESTERN PUBLIC SERVICE COMPANY

*Void
See Page 108*

Attest:
MARJORIE MERRITT

By W Mac Padden
Manager

CITY OF LAS ANIMAS, BENT COUNTY,
COLORADO
By CHAS. H. HASSINGER, Mayor.

Attest:
(Seal) LIZZIE E COLLETT, City Clerk
Section 11.

This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Section 111.

All ordinances, resolutions and orders of the Board of Trustees in conflict herewith are hereby repealed.

Passed and approved September 6th, A. D. 1927.

It was moved by Alderman Clyde Simons and seconded by Alderman B. H. Faucett that the foregoing Ordinance No. 261 be passed. Upon roll call the following vote was had:

Aye: Alderman Chas. M. Cheek, Clyde W. Simons, H. D. Kennedy, B. H. Faucett and H. E. Gilliland.

Absent and not voting: Alderman Claude Sydner.

Approved: CHAS H. HASSINGER,
Mayor.

Attest: LIZZIE E COLLETT,
City Clerk.

STREET LIGHTING CONTRACT

AN ORDINANCE authorizing the Mayor of the City of Las Animas, Bent County,

4261
892
Colorado, to enter into a contract with the Western Public Service Company for the lighting of the public streets and alleys within the City of Las Animas.

Section 1.

BE IT ORDAINED by the Mayor and the Clerk of the said City of Las Animas, be and they are hereby authorized and directed to enter into a contract with the said Western Public Service Company for the furnishing of street lighting for the public streets and alleys within the City of Las Animas for a period of five (5) years, which shall be in the following form:

CONTRACT

This agreement made and entered into this 16th day of June, 1927, by and between the Western Public Service Company, a corporation duly organized and existing under the laws of the State of Colorado, with its principal office in the City of Scottsbluff, Nebraska, hereinafter referred to as the Company, and the City of Las Animas, Bent County, Colorado, hereinafter referred to as the City.

WITNESSETH:

That whereas the said Company owns and operates a distribution system within the said city of Las Animas, Colorado, and whereas the said Company is now supplying the overhead suspension lights for lighting the streets and alleys within the said City under a five year contract dated March 9, 1925, and Whereas the said City of Las Animas desires to have the Company install, operate and maintain an ornamental, or white way, lighting system on Bent Avenue, Fifth Street and Sixth Street in the said City, and

Whereas the Company is willing to undertake to install, maintain and operate the said ornamental or white way street lighting system to be located on Bent avenue, Carson Avenue, Fifth Street and Sixth Street and therefore, in consideration of the premises and the covenants and agreements hereinafter contained, it is agreed by and between the said parties that the existing street lighting contract entered into March 9, 1925, by and between the City of Las Animas and the Western Public Service Company, be and is hereby cancelled and in lieu thereof, it is agreed hereunder as follows, to-wit:

(1) The Company agrees to furnish, deliver and sell to the City and the City agrees to purchase, pay for and receive from the Company street lighting service sufficient to meet the present and future needs of the City on a basis of approximately four thousand (4,000) hours per year, or burning each and every night from thirty minutes after sunset until thirty minutes before sunrise.

(2) The Company, at its own expense, shall install, maintain and keep in good operating condition all of the cables, wires, posts, columns, fixtures and appurtenances, including the outer globes and lamp renewals and supply the current necessary to light the lamps as hereinbefore mentioned.

(3) The Company shall at any time within three years after the date of this agreement install any additional street lights, at its own expense, when requested by the City in writing, provided however that the additional street light requested is not located over one block from the then existing street lighting system for any overhead or suspension type light, or not over one hundred

261
P97

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(100) feet from the then existing system for any ornamental or white way light. In the event the City desires an overhead or suspension type street light installed more than one block from the existing systems supplying such light the Company shall install the additional light and the City shall pay to the Company all extra expense incurred in extending its system beyond the one block limit hereinbefore mentioned. In the event the City desires an ornamental or white way light installed at a distance of more than one hundred (100) feet from the existing ornamental or white way lighting system the Company shall install the additional light and the City shall pay to the Company all extra expense incurred in extending the ornamental or white way lighting system beyond the one hundred (100) feet limit as hereinbefore mentioned.

In the event the City should desire to have any light installed after three years from the date of this agreement the Company will, upon written request from the City, install such additional light or lights, and the City agrees to pay to the Company all expenses incurred in connection with the installation of such additional light or lights.

(4) In the event any street light is relocated by the Company, at the request of the City, the City is to pay the cost of such relocation.

(5) The Company hereby agrees to furnish and the City hereby agrees to pay for the street lighting service herein provided at the following rates:

FOR OVERHEAD OR SUSPENSION TYPE LIGHTS	
For each 100 candle power	-----\$2.00 per month
For each 250 candle power	-----\$3.25 per month
For each 400 candle power	-----\$4.50 per month
FOR ORNAMENTAL OR WHITE WAY LIGHTING	
For each 100 candle power	-----\$3.75 per month
For each 250 candle power	-----\$4.50 per month
For each 400 candle power	-----\$5.50 per month

with a penalty of five (5) percent if monthly bill is not paid by the 15th of the month following that in which the service is rendered, provided however that said bill has been presented to the City Clerk before the first regular meeting of the Board of trustees for said month.

(6) The street lights shall be counted and a bill mailed to the Company to the City Clerk of the City of Las Animas, Colorado, before the first regular monthly Board of Trustees meeting of each calendar month, dated as of the date the lights are counted and recorded, and said bill shall be due and payable within ten (10) days from date of mailing said bill; payments to be made by warrants drawn on the City Treasurer and against the street lighting fund; and all other charges for which the City shall be liable to the Company under this contract shall be paid monthly in the same manner and at the same time.

(7) The Company shall not be held liable in damages for any failure or neglect to supply such lights by reason of strikes, acts of God, the public enemy, wars, or other acts reasonably beyond its control.

(8) Any person or persons who shall maliciously interfere with, injure, molest or disturb any of the wires, poles, lamps or other fixtures of said Company shall be deemed guilty of a misdemeanor, and upon conviction thereof shall forfeit and pay to the said City of

261
Pg 4

Las Animas a fine of not less than five dollars (\$5.00) or more than one hundred dollars (\$100.00) for each offense.

(9) This contract shall be in force and effect for a term of five years from and after the date hereof.

(10) It is further agreed that this agreement shall be ratified by the Public Utilities Commission of the State of Colorado, and that the rates and provisions herein can be changed at any time by that body with its constituted legal authority.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers on the day and date herein above written.

STATE OF COLORADO,)
County of Bent.) ss.

I, Lizzie E. Collett, City Clerk in and for the City of Las Animas, Colorado, do hereby certify that the above and foregoing Ordinance was read at a regular meeting of the City Council of the City of Las Animas, Colo, and published in full in the Bent County Democrat, a weekly newspaper of general circulation, published in the City of Las Animas, for ten days before its passage, and published once after its passage and approval, in said Bent County Democrat.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of the City of Las Animas, Colorado, this 6th day of September A. D. 1927

Lizzie E. Collett

City Clerk.

Date of publication, September 14th 1927.

(SEAL)

ORDINANCE NO. 261

ORDINANCE RELATING TO STREET LIGHTING CONTRACT
ORDINANCE.

STREET LIGHTING CONTRACT

AN ORDINANCE authorizing the Mayor of the City of Las Animas, Bent County, Colorado, to enter into a contract with the Western Public Service Company for the lighting of the public streets and alleys within the City of Las Animas.

Section 1.

BE IT ORDAINED by the Mayor and the Clerk of the said City of Las Animas, be and directed and they hereby are authorized to enter into a contract with the said Western Public Service Company for the furnishing of street lighting for the public streets and alleys within the City of Las Animas for a period of five (5) years, which shall be in the following form:

CONTRACT

This agreement made and entered into this 16th day of June, 1927, by and between the Western Public Service Company, a corporation duly organized and existing under the laws of the State of Colorado, with its principal office in

261
Pg 2

the City of Scottsbluff, Nebraska, hereinafter referred to as the Company, and the City of Las Animas, Bent County, Colorado, hereinafter referred to as the City.

WITNESSETH:

That whereas the said Company owns and operates a distribution system within the said city of Las Animas, Colorado, and whereas the said Company is now supplying the overhead suspension lights for lighting the streets and alleys within the said City under a five year contract dated March 9, 1925, and

Whereas the said City of Las Animas desires to have the Company install operate and maintain an ornamental, or white way, lighting system on Bent Avenue, Carson Avenue, Fifth Street and Sixth Street in the said City, and

Whereas the Company is willing to undertake to install, operate and maintain and operate the said ornamental or white way street lighting system to be located on Bent Avenue, Carson Avenue, Fifth Street and Sixth Street and therefor, in consideration of the premises and of the covenants and agreements hereinafter contained, it is agreed by and between the said parties that the existing street lighting contract entered into March 9, 1925, by and between the City of Las Animas and the Western Public Service Company, be and is hereby cancelled and in lieu thereof, it is agreed hereunto as follows, to-wit:

(1) The Company agrees to furnish, deliver and sell to the City and the City agrees to purchase, pay for and receive from the Company street lighting service sufficient to meet the present and future needs of the City on a basis of approximately four-thousand (\$4,000) hours per year, or burning each and every night from thirty minutes after sunset until thirty minutes before sunrise.

(2) The Company, at its own expense, shall install, maintain and keep in good operating condition all of the cables, wires, posts, columns, fixtures and appurtenances, including the outer globes and lamp renewals and supply the current necessary to light the lamps as hereinbefore mentioned.

(3) The Company shall at any time within three years after the date of this agreement install any additional street lights, at its own expense, when requested by the City in writing, provided however that the additional street light requested is not located over one block from the then existing street lighting system for any overhead or suspension type light, or not over one hundred (100) feet from the then existing system for any ornamental or white way light. In the event the City desires an overhead or suspension type street light installed more than one block from the existing systems for any ornamental or white way light. In the event the City desires an overhead or suspension type street light installed more than one block from the existing systems supplying such light the Company shall install the additional light and the City shall pay to the Company all extra expenses incurred in extending its system beyond the one block limit hereinbefore mentioned. In the event the City desires an ornamental or white way light installed at a distance of more than one hundred (100) feet from the existing ornamental or white way lighting system the Company shall install the additional light and the City shall pay to the Company all extra expense incurred in extending the ornamental or white way lighting system beyond the one hundred (100) feet limit as hereinabove mentioned.

In the event the City should desire to have any light installed after three years from the date of this agreement the Company will, upon written request from the City, install

261
Pg 3

such additional light or lights and the City agrees to pay to the Company all expenses incurred in connection with the installation of such additional light or lights.

(4) In the event any street light is relocated by the Company, at the request of the City, the City is to pay the cost of such relocation.

(5) The Company hereby agrees to furnish and the City hereby agrees to pay for the street lighting service herein provided at the following rates:

FOR OVERHEAD OR SUSPENSION
TYPE LIGHTS

For each 100 candle power	-----	\$2.00 per month
For each 250 candle power	-----	\$3.25 per month
For each 400 candle power	-----	\$4.50 per month

FOR ORNAMENTAL OR WHITE WAY

LIGHTING

For each 100 candle power	-----	\$3.75 per month
For each 250 candle power	-----	\$4.50 per month
For each 400 candle power	-----	\$5.50 per month

with a penalty of five (5) percent if monthly bill is not paid by the 15th of the month following that in which the service is rendered, provided however that said bill has been presented to the City Clerk before the first regular meeting of the Board of Trustees for said month.

(6) The street lights shall be counted and a bill mailed by the Company to the City Clerk of the City of Las Animas Colorado, before the first regular monthly Board of Trustee's meeting of each calendar month, dated as of the date the lights are counted and recorded, and said bill shall be due and payable within ten (10) days from date of mailing said bill; payments to be made by warrants drawn on the City Treasurer and against the street lighting fund; and all other charges for which the City shall be liable to the Company under this contract shall be paid monthly in the same manner and at the same time.

(7) The Company shall not be held liable in damages for any failure or neglect to supply such lights by reason of strikes, acts of God, the public enemy, wars, or other acts reasonably beyond its control.

(8) Any person or persons who shall maliciously interfere with, injure, molest or disturb any of the wires, poles, lamps or other fixtures of said Company shall be deemed guilty of a misdemeanor, and upon conviction thereof shall forfeit and pay to the said City of Las Animas a fine of not less than five (\$5.00) or more than one hundred dollars (\$100.00) for each offense.

(9) This contract shall be in force and effect for a term of five years from and after the date hereof.

(10) It is further agreed that this agreement shall be ratified by the Public Utilities Commission of the State of Colorado, and that the rates and provisions herein can be charged at any time by that body with its constituted legal authority.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers on the day and date

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261
pg 4

herein above written.

WESTERN PUBLIC SERVICE COMPANY
By W Mac Fadden,
Manager.

Attest: MARJORIE MERRITT.

CITY OF LAS ANIMAS BENT COUNTY, COLORADO

Chas H. Kassing
Mayor

Attest: *Lizzie E. Collett*
City Clerk

(Seal)

Section II.

This ordinance shall be in full force and effect from and after its passage and approval as required by law.

Section III.

All ordinances, resolutions and orders of the Board of Trustees in conflict herewith are hereby repealed.

Passed and approved September 6th, A. D. 1927.

It was moved by Alderman Clyde Simons and seconded by Alderman B. H. Faucett that the foregoing Ordinance No. 261 be passed. Upon roll call the following vote was had.

Aye: Alderman Chas. M. Cheek, Clyde Simons, H. D. Kennedy, B H. Faucett and H. E. Gilliland.

Absent and not voting: Alderman Claud Sydnor.

Approved: *Chas H. Kassing*
Mayor

Attest: *Lizzie E. Collett*
City Clerk.

STATE OF COLORADO,)
) ss.
County of Bent.)

I, Lizzie E. Collett, City Clerk in and for the City of Las Animas, Colorado, do hereby certify that the above and foregoing Ordinance was read at a regular meeting of the City Council of the City of Las Animas, Colo, and published in full in the Bent County Democrat, a weekly newspaper of general circulation, published in the City of Las Animas, for ten days before its passage, and published once after its passage and approval in said Bent County Democrat.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of the City of Las Animas, Colorado, this 6th day of September, A. D. 1927.

(Seal) *Lizzie E. Collett*
City Clerk

Date of publication, September 14th, 1927