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ORDINANCE NO. 26

SERIES OF 1901

AN ORDINANCE GRANTING TO EASTERN COLORADO GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE, AND THE RIGHT TO CONSTRUCT, INSTALL, OPERATE AND MAINTAIN A NATURAL GAS PLANT AND DISTRIBUTING SYSTEM IN THE CITY OF HILLROSE MORGAN COUNTY, COLORADO, AND TO DELIVER NATURAL GAS TO THE SAID CITY AND INHABITANTS THEREOF, AND IMPOSING CERTAIN CONDITIONS UPON THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED

BE IT ORDAINED BY THE HON. CITY COUNCIL OF THE CITY OF HILLROSE MORGAN COUNTY, COLORADO

Section 1. That from and after the date of the passage of this ordinance, subject to the provisions herein contained, Eastern Colorado Gas Company, its successors and assigns, hereinafter termed the "grantee," be, and it is hereby, granted the right, privilege and authority to use the streets, alleys and public grounds, under strict and as hereafter provided, for the purpose of laying, constructing, maintaining and operating pipes, conduits and natural gas plant to be used for furnishing or supplying the City and its inhabitants with natural gas or light, heat, power or service, for a period of twenty-five (25) years from the date upon which this ordinance shall be in effect, and to charge and collect therefor.

SECTION 2. The grantee shall, within the time hereinafter stated, begin the construction of a natural gas distribution system in the City of HILLROSE County of MORGAN and state of COLORADO, and thereafter continue such construction with due diligence until such gas distribution system shall have been completed and in operation. The said gas distribution system in HILLROSE COLORADO shall be commenced on or before two years after the date that this franchise shall take effect, subject only to delay in such construction caused by acts of God, the elements, labor troubles, accidents, and any other cause not reasonably within the control of the grantee, or extensions of time granted by the grantor, and completed within six months from the time last above mentioned.

Section 3. That the grantee shall be liable to the City for the cost of the natural gas service available to the inhabitants of the City.

HILLROSE MORGAN County, Colorado

Section 4. That said grantee, at the time this franchise is accepted, shall be, with the City Engineer, a map, showing the size and location of its pipes or conduits, and all appurtenances therewith connected, shall, when possible, be placed in alleys and public parkings, to the end that street paving shall be interfered with as little as possible; that paving shall only be cut with the specific consent of the City, and all work connected with cutting paving and restoration thereof, shall be done under the supervision of the City Engineer; that all pipes shall be of suitable size to constitute an efficient plant for the purpose of supplying domestic and industrial gas to the inhabitants of the City; that the construction of said distribution system shall be in every respect in accordance with approved engineering standards for first-class work, and all plans and specifications shall be submitted to and approved by the Hon. City Council prior to the construction and installation; that in any construction, repair or renewal of said plant, no street shall be closed to the extent of more than two (2) blocks at one time, without special permission from the City; that the distribution mains and lines of said plant shall be so constructed, laid and maintained, as to prevent leakage in excess of 100,000 cubic feet per mile of 3 inch main per year, determined and according to modern engineering standards, which is hereby fixed as the standard amount of leakage to be permitted in said City, and any such excess shall not be considered in estimating the cost of service in any proceeding to fix or determine rates to be charged.

Section 5. That said pipes and conduits shall be laid so as not to interfere with water pipes or sewer pipes, and other utilities now laid in the streets, alleys or public grounds of said City, and all pipes and conduits shall be laid at a reasonable depth below the surface and so as not to interfere with public improvements or surface rights; that the Grantee shall install all service pipe to the property line and meters free of charge to the customer, that a meter deposit in a reasonable sum, to be approved by the City, may be required in advance of the installation of a meter.

Section 6. That the said Grantee, its successors or assigns, shall at all times save the City harmless from any and all damages which it might be liable to pay, that may arise from construction, repair, operation or maintenance of said gas distribution system, and shall at all times protect by proper light signals or railings all excavations and changes which it makes, and to leave the place upon which the Grantee may enter in as good condition as it is found; and in case Grantee, its successors and assigns

shall fail, after reasonable notice, to comply with the provisions hereof, it shall be the right of the said City to repair the same at the expense of said Grantee, its successors and assigns, and said City may recover damages sustained thereby, together with the expense of making the connections or repairs, by suitable action in any court of competent jurisdiction, and for the faithful performance of this provision said Grantee, its successors and assigns, shall give a surety bond to the City of

HILLROSE

MORGAN

County, Colorado.

Section 7. That the standard for the quality of natural gas to be delivered and sold under this ordinance shall be that containing not less than eight hundred (800) British Thermal Heat Units of gas at standard pressure, and if gas of a less heating efficiency is sold at any time, reduction shall be made by the Grantee in the price charged therefor, proportional to the loss in heating units; that gas shall be supplied for domestic purposes at a pressure of not less than three (3) ounces, nor greater than six (6) ounces, standard pressure test; that the City may at its option require the Grantee to make semi-annual tests of the gas served and to file reports thereof with the Hon. City Clerk, and the City may make independent tests if it so desires.

Section 8. That the Grantee agrees to make extensions of its mains and lines from time to time in accordance with the rules and laws governing extensions to be made by cities owning municipal utilities.

Section 9. That the Grantee, its successors or assigns, shall furnish merchantable natural gas at a pressure, as hereinbefore prescribed, at reasonable rates and without discrimination. Such reasonable rates shall not be in excess of the following maximum schedule of rates:

First Two Thousand (2M) cubic feet.....	M. 90c
Next Eight Thousand (8M) cubic feet.....	M. 75c
Next Ten Thousand (10M) cubic feet.....	M. 50c
Next Eighty Thousand (80M) cubic feet.....	M. 40c
Next Nine Million, Nine Hundred Thousand (9,900,000) cubic feet.....	M. 30c
All over Ten Million (10,000,000) cubic feet.....	M. 25c

all bills shall be payable monthly and if not paid within ten (10) days from the date of mailing statement the Grantee shall be entitled to add a penalty of ten (10) per centum. Grantee shall be entitled to a minimum charge of One Dollar Eighty Cents (\$1.80) per month per meter, which minimum shall include the first two thousands (2,000) cubic feet of natural gas.

Section 10. That all natural gas sold and distributed by Grantee shall be by meter on the property of, or at, or on the business of the consumer served, and that Grantee and its agents shall have the right to read and inspect the gas meters on all work days between 8:00 a. m. and 5:00 p. m. If the Grantee refuses to test any meter upon demand any consumer by depositing the sum of \$1.80 with the City Clerk, shall be entitled to have the meter removed his meter under the direction of the City of

HILLROSE

and a proper City officer, for the purpose of testing,

and the testing of such meter, shall be removed, to be done in the presence of both the complainant the

HILLROSE

and a proper City officer, and the agent of the Grantee has in the event the meter is found to be faulty, the \$1.80 shall be returned to the consumer and if the meter is found to be faulty the \$1.80 shall be paid by the Grantee to said City and said meter shall again be used unless properly repaired and proved by testing. Grantee shall at its own expense, use its best efforts to keep its meters in good working order every three years.

Section 11. That it is the duty of the said Grantee to make a connection to any consumer upon a building or place proposed to be furnished, shall have been properly piped and approved by some person or persons designated by the City Council; and that if at any time a consumer shall be more than ten days in arrears after bill rendered for gas consumed becomes due, that the said Grantee may disconnect from the said consumer and shall not again be required to furnish gas to a consumer until all arrears owed by him shall have been paid and \$1.50 additional for a new connection has been paid. It is also the duty of the said Grantee to disconnect when it shall be informed by the City Council, or someone in authority, that the connections of the consumer are in an unsafe and unscientific condition, and he shall not be required again to connect until the demands of the authorities of the City have been complied with, nor shall the said Grantee be required again to make any connections until the distribution system of the residence or plant of the consumer has been approved by the City Inspector for that purpose; provided, however, that inspection by any City Gas Inspector shall in no event be construed as the said City assuming any liability by reason of such inspection to any person whatsoever.

Section 12. That as such consideration for the grant, and as rental for the use and occupancy of the streets, alleys and public grounds, said Grantee, its successors and assigns, shall pay annually to the City on the 1st day of January of each year, the sum of Fifty (\$50.00) Dollars for each

Colorado, the population

latest census recorded in the office of the Hon. County Clerk of **MORGAN** County, Colorado, such rental period beginning when material for the construction of said gas distribution plant

is first placed on the public grounds within said City; that the City of HILLROSE for the payment of ~~any~~ sum or sums of money due it, under the terms of this franchise, shall have a lien upon all the property of the Grantee, its successors and assigns, within said City, and a lien superior to the claim or lien of any trustee, mortgagee or pledgee.

Section 13. That the right of way through streets, alleys and public parkings herein granted, and the excavations herein authorized to be made, shall be subject at all times to such lawful and reasonable ordinances and police regulations as are now or shall hereafter be lawfully adopted by said City; provided, however, such ordinance shall be reasonable and not destructive of the rights hereby granted, and shall not be in conflict with the provisions of this ordinance.

Section 14. That the Grantee shall have, and he is hereby granted, the authority, right and power to make and establish all reasonable rules and regulations and conditions for the furnishing of natural gas for light, heat, power and other purposes, such rules and regulations to be conformable to law and not inconsistent with the provisions of this ordinance; that in case of neglect or refusal of any consumer to comply with any reasonable rule or regulation so made and established, the Grantee shall have the power to enter upon the premises of any such consumer, and forthwith remove therefrom any meter or other apparatus or material thereon belonging to said Grantee, and forthwith to disconnect the service and shut off all supplies of natural gas, so long as such neglect or refusal continues.

Section 15. That this grant shall be in full force and effect for a period of twenty-five (25) years from the date of the passage of this ordinance.

Section 16. That this grant is conditioned upon the authorized delivery of natural gas by the Grantee within the corporate limits of said City during twenty-four (24) hours of each day for the entire period of this franchise, beginning with the date of the completion of said distribution system for the purposes and at the rates herein specified, unless otherwise directed by the Public Utilities Commission of the State of Colorado, and it is also conditioned upon the observations by said Grantee of the rules and regulations of the Public Utilities Commission of the State of Colorado and the prompt payment of any and all obligations of said Grantee resulting from accidents sustained within the corporate limits of said City, for which it is liable; that in the event the Grantee shall fail to comply with any or all of the foregoing conditions, such noncompliance shall render this franchise null and void; provided, however, that the City Council may extend the time for compliance with the terms and conditions of this franchise for any reasonable length of time, as may be mutually agreed upon between the said Hon. City Council and the Grantee.

Section 17. That if any clause, sentence or section of this ordinance shall be held void by any court, the same shall not affect the remainder of this ordinance.

Section 18. That this ordinance shall take effect and be in force upon its due passage and publication in the official City paper as provided by law, and after its due acceptance in writing by the Grantee and within ten (10) days after the ordinance shall have become effective as aforesaid, and upon its taking effect all other ordinances or parts of ordinances inconsistent or in conflict herewith are hereby repealed, and if not accepted within ten (10) days same shall become null and void.

Franchise granted on second
and final hearing, April 20, 1931.

W. H. Hurd
Mayor

W. F. Miller
City Clerk

W. H. Hurd (SEAL)

W. F. Miller (SEAL)

W. H. Hurd (SEAL)

W. F. Miller (SEAL)

W. H. Hurd (SEAL)

W. F. Miller (SEAL)

W. H. Hurd (SEAL)

ORDINANCE NO. 26

SERIES OF 1901

AN ORDINANCE GRANTING TO EASTERN COLORADO GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, A NATURAL GAS FRANCHISE, AND THE RIGHT TO CONSTRUCT, INSTALL, OPERATE AND MAINTAIN A NATURAL GAS PLANT AND DISTRIBUTING SYSTEM IN THE CITY OF HILLROSE MORGAN COUNTY, COLORADO, AND TO DELIVER NATURAL GAS TO THE SAID CITY AND INHABITANTS THEREOF, AND IMPOSING CERTAIN CONDITIONS UPON THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED.

BE IT ORDAINED BY THE HON. CITY COUNCIL OF THE CITY OF HILLROSE MORGAN COUNTY, COLORADO:

Section 1. That from and after the date of the passage of this ordinance, subject to the provisions herein contained, Eastern Colorado Gas Company, its successors and assigns, hereinafter termed the "grantee," be, and it is hereby, granted the right, privilege and authority to use the streets, alleys and public grounds under strictness as hereafter provided, for the purpose of laying, constructing, maintaining and operating a pipe or conduit and natural gas plant to be used for furnishing or supplying said City and its inhabitants with natural gas or light, heat, power or service, for a period of twenty-five (25) years from the date upon which this ordinance shall be in effect, and to charge and collect therefor.

SECTION 2. The grantee shall, within the time hereinafter stated, begin the construction of a natural gas distribution system in the City of HILLROSE County of MORGAN and state of COLORADO, and thereafter continue such construction with due diligence until such gas distribution system shall have been completed and in operation. The said gas distribution system in HILLROSE COLORADO shall be commenced on or before two years after the date that this franchise shall take effect, subject only to delay in such construction caused by acts of God, the elements, labor troubles, accidents, and any other cause not reasonably within the control of the grantee, or extensions of time granted by the grantor, and completed within six months from the time last above mentioned.

Section 3. That mains of suitable size shall be laid in the streets, alleys and public grounds of the City and shall be laid so as to make natural gas service available to the ~~main portion~~ of the City.

HILLROSE MORGAN County Colorado
Section 4. That said Grantee, at the time this franchise is accepted, shall file with the Hon. City Council a plan, showing the size and location of its pipes or conduits, a plan or plan of all extensions shall be filed with the Hon. City Clerk at the end of each calendar year; that such pipes and all appurtenances therewith connected shall, when possible, be placed in alleys and public parkings, to the end that street paving shall be interfered with as little as possible; that paving shall only be cut with the specific consent of the City; and all work connected with cutting paving and restoration thereof, shall be done under the supervision of the City Engineer; that all pipes shall be of suitable size to constitute an efficient plant for the purpose of supplying domestic and industrial gas to the inhabitants of the City; that the construction of said distribution system shall be in every respect in accordance with approved engineering standards for first-class work, and all plans and specifications shall be submitted to and approved by the Hon. City Council prior to the construction and installation; that in any construction, repair or renewal of said plant, no street shall be closed to the extent of more than two (2) blocks at one time, without special permission from the City; that the distribution mains and lines of said plant shall be so constructed, laid and maintained, as to prevent leakage in excess of 100,000 cubic feet per mile of 3 inch main per year, determined and according to modern engineering standards, which is hereby fixed as the standard amount of leakage to be permitted in said City, and any such excess shall not be considered in estimating the cost of service in any proceeding to fix or determine rates to be charged.

Section 5. That said pipes and conduits shall be laid so as not to interfere with water pipes or sewers or conduits or other utilities now laid in the streets, alleys or public grounds of said City, and all pipes and conduits shall be laid at a reasonable depth below the surface and so as not to interfere with public improvements or surface rights; that the Grantee shall install all service pipe to the property line and meters free of charge to the customer; that a meter deposit in a reasonable sum, to be approved by the City, may be required in advance of the installation of a meter.

Section 6. That the said Grantee, its successors or assigns, shall at all times save the City harmless from any and all damages which it might be liable to pay, that may arise from construction, repair, operation or maintenance of said gas distribution system, and shall at all times protect by proper light signals or railings all excavations and changes which it makes, and to leave the place upon which the Grantee may enter in as good condition as it is found; and in case Grantee, its successors and assigns

shall fail, after reasonable notice, to comply with the provisions hereof, it shall be the right of the said City to repair the same at the expense of said Grantee, its successors and assigns, and said City may recover damages sustained thereby, together with the expense of making the connections or repairs, by suitable action in any court of competent jurisdiction, and for the faithful performance of this provision said Grantee, its successors and assigns, shall give a surety bond to the City of

HILLROSE

MORGAN

County, Colorado.

Section 7. That the standard for the quality of natural gas to be delivered and sold under this ordinance shall be that containing not less than eight hundred (800) British Thermal Heat Units of gas at standard pressure, and if gas of a less heating efficiency is sold at any time, reduction shall be made by the Grantee in the price charged therefor, proportional to the loss in heating units; that gas shall be supplied for domestic purposes at a pressure of not less than three (3) ounces, nor greater than six (6) ounces, standard pressure test; that the City may at its option require the Grantee to make semi-annual tests of the gas served and to file reports thereof with the Hon. City Clerk, and the City may make independent tests if it so desires.

Section 8. That the Grantee agrees to make extensions of its mains and lines from time to time in accordance with the rules and laws governing extensions to be made by cities owning municipal utilities.

Section 9. That the Grantee, its successors or assigns, shall furnish merchantable natural gas at a pressure, as hereinbefore prescribed, at reasonable rates and without discrimination. Such reasonable rates shall not be in excess of the following maximum schedule of rates:

First Two Thousand (2M) cubic feet.....	M. 90c
Next Eight Thousand (8M) cubic feet.....	M. 75c
Next Ten Thousand (10M) cubic feet.....	M. 50c
Next Eighty Thousand (80M) cubic feet.....	M. 40c
Next Nine Million, Nine Hundred Thousand (9,900,000) cubic feet.....	M. 30c
All over Ten Million (10,000,000) cubic feet.....	M. 25c

that all bills shall be payable monthly and if not paid within ten (10) days from the date of mailing statement the Grantee shall be entitled to add a penalty of ten (10) per centum. Grantee shall be entitled to a minimum charge of One Dollar Eighty Cents (\$1.80) per month per meter, which minimum shall include the first two thousand (2,000) cubic feet of natural gas.

Section 10. That all natural gas sold and distributed by Grantee shall be by meter on the property of, or at, or on the building of the consumer served, and that Grantee and its agents shall have the right to read and inspect the gas meters on all work days between 8:00 a. m. and 5:00 p. m. If the Grantee refuses to test any meter upon demand, any consumer by depositing the sum of \$1.80 with the City Clerk, shall be entitled to have the Grantee remove his meter under the direction of the City of

HILLROSE

or other proper City officer, for the purpose of testing, and the testing of such meter, shall, if requested, be done in the presence of both the complainant the

HILLROSE

or proper City officer, and the agent of the Grantee herein and the Grantee shall not receive more than three (3) per centum the \$1.80 shall be returned to the consumer and the said \$1.80 fee shall be paid by the Grantee to said City and said meter shall not again be used unless properly repaired and proved by testing. Grantee shall at its own expense, cause its meters to be tested at least once every three years.

Section 11. That it shall not be the duty of the said Grantee to make a connection to any consumer unless building or plant proposed to be furnished shall have been properly piped and approved by some person or persons designated by the City Council; and that if at any time a consumer shall be more than ten days in arrears after bill rendered for gas consumed becomes due, that the said Grantee may disconnect from the said consumer and shall not again be required to furnish gas to a consumer until all arrears owed by him shall have been paid and \$1.80 additional for a new connection has been paid. It is also the duty of the said Grantee to disconnect when it shall be informed by the City Council, or someone in authority, that the connections of the consumer are in an unsafe and unscientific condition, and he shall not be required again to connect until the demands of the authorities of the City have been complied with, nor shall the said Grantee be required again to make any connections until the distribution system of the residence or plant of the consumer has been approved by the City Inspector for that purpose; provided, however, that inspection by any City Gas Inspector shall in no event be construed as the said City assuming any liability by reason of such inspection to any person whatsoever.

Section 12. That as such consideration for the grant, and as rental for the use and occupancy of the streets, alleys and public grounds, said Grantee, its successors and assigns, shall pay annually to the City on the 1st day of January of each year, the sum of Fifty (\$50.00) Dollars for each

Colorado, the population of the County of

latest census recorded in the office of the Hon. County Clerk of **MORGAN** County, Colorado, such rental period beginning when material for the construction of said gas distribution plant

as first placed on the public grounds within said City; that the City of HILLROSE shall have a first lien upon all the property of the Grantee, its successors and assigns, within said City, and a lien superior to the claim or lien of any trustee, mortgagee or pledgee.

Section 13. That the right of way through streets, alleys and public parkings herein granted, and the excavations herein authorized to be made, shall be subject at all times to such lawful and reasonable ordinances and police regulations as are now or shall hereafter be lawfully adopted by said City; provided, however, such ordinance shall be reasonable and not destructive of the rights hereby granted, and shall not be in conflict with the provisions of this ordinance.

Section 14. That the Grantee shall have, and he is hereby granted, the authority, right and power to make and establish all reasonable rules and regulations and conditions for the furnishing of natural gas for light, heat, power and other purposes, such rules and regulations to be conformable to law and not inconsistent with the provisions of this ordinance; that in case of neglect or refusal of any consumer to comply with any reasonable rule or regulation so made and established, the Grantee shall have the power to enter upon the premises of any such consumer, and forthwith remove therefrom any meter or other apparatus or material thereon belonging to said Grantee, and forthwith to disconnect the service and shut off all supplies of natural gas, so long as such neglect or refusal continues.

Section 15. That this grant shall be in full force and effect for a period of twenty-five (25) years from the date of the passage of this ordinance.

Section 16. That this grant is conditioned upon the authorized delivery of natural gas by the Grantee within the corporate limits of said City during twenty-four (24) hours of each day for the entire period of this franchise, beginning with the date of the completion of said distribution system for the purposes and at the rates herein specified, unless otherwise directed by the Public Utilities Commission of the State of Colorado, and it is also conditioned upon the observations by said Grantee of the rules and regulations of the Public Utilities Commission of the State of Colorado and the prompt payment of any and all obligations of said Grantee resulting from accidents sustained within the corporate limits of said City, for which it is liable; that in the event the Grantee shall fail to comply with any or all of the foregoing conditions, such noncompliance shall render this franchise null and void; provided, however, that the City Council may extend the time for compliance with the terms and conditions of this franchise for any reasonable length of time, as may be mutually agreed upon between the said Hon. City Council and the Grantee.

Section 17. That if any clause, sentence or section of this ordinance shall be held void by any court, the same shall not affect the remainder of this ordinance.

Section 18. That this ordinance shall take effect and be in force upon its due passage and publication in the official City paper as provided by law, and after its due acceptance in writing by the Grantee and within ten (10) days after the ordinance shall have become effective as aforesaid, and upon its taking effect all other ordinances or parts of ordinances inconsistent or in conflict herewith are hereby repealed, and if not accepted within ten (10) days same shall become null and void.

Franchise granted on second
and final hearing, April 20, 1931.

B. R. Wood
Mayor

M. J. Miller
City Clerk

E. L. Boileau (SEAL)

W. J. Chalmers (SEAL)

D. L. Boileau (SEAL)

M. L. Brown (SEAL)

J. H. Gentry (SEAL)

M. J. Ericson (SEAL)

_____ (SEAL)