

ORDER SUBMITTING FRANCHISE TO ELECTORS

Whereas, C. M. Lang and H. P. Pattillo have submitted a petition containing a copy of a certain franchise desired by them, and which petition and franchise was duly filed with the Clerk of the Town of Winslow, and designated as ordinance No. 65.

And, whereas, it was deemed that the granting of such franchise was beneficial to the Town of Winslow and a resolution stating that fact was duly passed.

It is hereby ordered by the Mayor and Common Council of the Town of Winslow, Arizona, that the question whether the franchise so prayed for by the said C. M. Lang and H. P. Pattillo shall be granted or not, shall be submitted to the qualified voters of the said Town of Winslow at a special election hereby called for that purpose to be held on the 5th day of June, 1914, and that said ordinance No. 65, be published in the Winslow Mail, a newspaper of general circulation published in said town, prior to such election and that the Clerk of the said Town of Winslow is hereby instructed to have a proper notice and said ordinance No. 65 published in compliance herewith.

F. T. LaPRADE,
Mayor.
W. J. CROZER,
Clerk.

NOTICE TO VOTERS

Notice is hereby given that the Mayor and Common Council of the Town of Winslow, Arizona, have ordered that the question as to whether the franchise provided for in ordinance No. 65 shall be granted or not, shall be submitted to the qualified voters of said town at a special election called for that purpose, to be held on the 5th day of June, 1914, which said ordinance is in words and figures following, to-wit:

ORDINANCE NO. 65

An ordinance granting to C M Lang and H P Pattillo the right to manufacture gas for heating and other purposes.

Be it ordained by the Mayor and Common Council of the Town of Winslow, Arizona, as follows:

Section 1. That C M Lang and H P Pattillo, their successors and assigns, shall have the right to establish, construct and maintain in the Town of Winslow, aforesaid, gas works for the manufacture of gas for all purposes to which the same may now or hereafter be applied, and to operate and maintain the same during the continuance of this franchise.

Section 2. That there is hereby granted to said C M Lang and H P Pattillo, their successors and assigns, the right to furnish the inhabitants of the Town of Winslow, and to said Town, whenever they may desire to contract therefor, gas for power, heat, illuminating and any and all other purposes to which the same may now or hereafter be applied; and that they shall have the right to erect at such suitable places within said Town as they may select, gas works for the manufacture of gas, and the right to maintain and operate the same during the continuance of this franchise.

Section 3. That permission be, and hereby is, granted to said C M Lang and H P Pattillo, their successors and assigns and they are hereby authorized to lay, construct maintain, repair and use gas-pipes, mains, conductors, service pipes and appliances for the purpose of conducting and distributing gas thru all the streets, avenues, highways, alleys, public parks and squares in the Town of Winslow, and any and all additions that may be made thereto; also

to use, maintain and repair any gas pipes, mains, conductors or service pipes which may have been, or may hereafter be laid by any person or persons, corporation or corporations, in streets, avenues, highways, alleys, public parks or squares, or any of them, also to make house building, street and other connections, and to make such excavations as may be necessary at any time for the purpose of construction, repair or making connections as above set forth, and they shall have the right, at reasonable hours and times, to enter all buildings using gas for the purpose of repairing and adjusting gas meters and pipes therein, and to take on account of gas consumed and for any and all other purposes connected with the use of gas in such dwellings or buildings.

Section 4. Neither the grantees, nor their successors or assigns, shall open or encumber any more of any street, avenue, highway, public park at any one time, or at any one place than may be necessary to enable them to proceed with advantage in the work of supplying private or public demand for gas, nor shall any street, avenue, highway, alley, public park or square be allowed to remain open or encumbered for a longer period than shall be absolutely necessary to execute the work for which the same shall have been opened.

Section 5. They shall have the right to furnish gas meters to all persons or corporations using gas, and to charge and receive for the use thereof such reasonable and uniform price as they may from time to time fix and determine; and they shall have the right to charge consumers or intending consumers for such lengths of supply pipe as may be reasonable to convey gas from the curb to the building or lamp post, as the case may be, a reasonable price to be fixed by the grantee.

Section 6. They shall have the right, at their discretion, to remove the gas meter and cut off the supply of gas from any consumer who shall refuse or fail to pay the proper bills of the said grantee, their successors or assigns, for gas consumed within such time as the said grantees, their successors or assigns, may fix for payment of the same, provided such period be not less than thirty (30) days, but such removal of such meter, and such cutting off of the gas from such consumer shall not prevent the said grantees, their successors or assigns, from suing for the recovery of such unpaid bill or bills in any court having jurisdiction thereof.

Section 7. The rate to be charged by the said grantees, their successors or assigns, shall not exceed the following, to-wit:

For all purposes, \$1.50 to \$2.00 per thousand feet per month.

Section 8. Said C. M. Lang and H. P. Pattillo may accept this franchise and erect and maintain said works as individuals, company, a private company or copartnership with the right to admit and receive therein such other persons as they may see proper, or may at their discretion, become incorporated under the laws of the State of Arizona, and convey or transfer to such corporation the franchise hereby granted.

Section 9. The rights and privileges hereby granted shall be and hereby limited to the term of twenty-five (25) years from and after the passage of this ordinance.

Section 10. The said grantees, their successors or assigns, shall assume all liabilities or risks for damage to persons or property which may arise in the construction or operation of any or all, parts of the said plant or plants or appliances connected therewith, that may be erected, constructed or maintained pursuant to this franchise, and shall indemnify and save the Town of Winslow, harmless from any and

all liability that may arise or be incurred from the erection, construction or operation of the same, and shall assume and pay all damages, either to private individuals or corporations, as well as to the Town of Winslow, resulting from or growing out of the construction, repair or maintenance of the pipes, mains, conductors, service pipes or connections herein provided for, and they shall save harmless the Town of Winslow from any liability or expense which may be placed upon it for which it may be liable on account of any injury so resulting.

Section 11. When the gas plant constructed by the grantees herein, their successors or assigns, under the provisions of this franchise, shall have been in operation for a period of five (5) years, the Town of Winslow shall have the option to purchase said plant for a sum not more than ten per cent greater than the first cost of installation of the said plant.

Section 12. This ordinance shall be null and void unless the said grantees shall within thirty (30) days after its adoption file with the clerk of the Town of Winslow their acceptance of the franchise hereby granted, subject to the provisions herein provided. Provided further, that this ordinance shall also become null and void and that all the privileges hereby granted shall be forfeited unless the said grantees their successors or assigns shall always maintain a gas plant supplying a good quality of gas, and of sufficient capacity to meet the requirements of the Town of Winslow and its inhabitants.

Section 13. The grantees herein, their successors or assigns, shall within six (6) months from the date of their acceptance by them of this grant file with the clerk of the Town of Winslow a plat or map of the said town, duly certified, indicating thereon the streets, avenues, highways, alleys, public parks or squares on which they propose to lay their mains, and should the Common Council, at any time, order any of the said indicated streets, avenues, highways, alleys, public parks or squares to be paved, the said grantees, their successors or assigns, shall be given thirty (30) days notice in writing of such intention to pave and shall complete the laying on such streets, avenues, highways, alleys, public parks or squares as the Common Council may have ordered paved, within sixty (60) days from the date of such notice.

Section 14. The grantees herein, their successors or assigns, shall begin the construction of the said gas plant within six (6) months from the date of this grant, and shall complete the construction of the said gas plant and have laid five thousand (5000) feet of mains for the distribution of gas in the Town of Winslow, within one (1) year from the date of this grant.

Section 15. The Town of Winslow, in granting this franchise, surrenders no privileges or rights that it may have or possess, of owning or installing any system of light, heat or power, and furnishing the same to the town and the inhabitants thereof.

Section 16. This ordinance shall take effect and be in force from and after the publication thereof, and its ratification by the voters of the Town of Winslow, Navajo County, Arizona.

Passed and adopted by the Common Council on the _____ day of _____, 1914.

Approved:

F. T. LaPRADE,
Mayor.

Attest:

W. J. CROZER,
Clerk.

Approved as to form:

A. Y. MOORE,
Town Attorney.

STAY, COWBOY!

Come to the Playground of Arizona

See the Greatest Wild West Sports
Contests ever Pulled Off Outdoors
during

Prescott Frontier Days 1914---July 3-4-5-6

\$5000 in prizes for riding, fahey roping, bucking, pony express, relay races, steer-bulldogging and many other events. \$1300 in prizes for automobile race twice around New Prescott Outer Loop, 88 miles, under the direction of the American Automobile Association. Prizes, \$1000 and \$300. All cars welcome. Entry fee \$50.

FOUR DAYS OF PURE DELIGHT AMONG STately PINES OF OLD YAVAPAI

\$1750 in prizes for **WORLD'S CHAMPION BRONCO BUCKING CONTEST.** Gold medal, value \$100, to winner. (All good riders should enter.)

Send to Secretary, Frontier Days Committee, Prescott, for all descriptive information, prize-list, rules, etc.

Prescott assures all visitors of the best accommodations available. Accommodations Committee pledges that no advance over regular prices will be permitted. Make your reservations early!

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During

PRESCOTT FRONTIER DAYS

1914---July 3-4-5-6



No one ever reached the top of a ladder, without falling out of a window, unless he climbed it round by round. No man deserves to be at the top who did not honestly climb the ladder round by round. The FIRST STEP toward fortune is your FIRST deposit. Each round after that becomes easier. Finally, by patience, perseverance and economy you have acquired a comfortable fortune. This is how EVERY FORTUNE was started.

Do YOUR banking with US.

We pay 5 per cent interest on Savings Accounts.

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Exclusive Agency for Harcourt & Co., Engravers of High-Class Stationery, Visiting and Calling Cards
ANSO COMPANY
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LOWNEY'S CANDIES
REXALL and PENSLAR Lines of Household Remedies
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of a hopeless case of Consumption and afterwards walked 4000 miles across the American Continent to prove it. A 32-page illustrated booklet telling all about it free. Carrie Van Gaasbeek, Box 15, 325 So. Hill St., Los Angeles, Cal. May 23-18

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AND BANDOLIN

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Introducing our very complete Spring line of beautiful wool suitings, wash fabrics, fancy waistings, silks, handkerchiefs, petticoats, etc. Up to date N. Y. City patterns. Finest line on the market. Dealing direct with the mills, you will find our prices low. If others can make \$10 to \$30 weekly, you can also. Samples, full instructions in neat sample case, shipped express prepaid. No money required. Exclusive territory. Write for particulars. Be first to apply. STANDARD DRESS GOODS COMPANY, 203 4th St., Binghamton, N. Y.

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