

ORDINANCE BILL NO. 120 .

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An Ordinance to regulate the manner of placing, maintaining and changing street lights, other than arc lights, in the City of Lebanon, Linn County, Oregon; authorizing, empowering and directing the Mayor and the Recorder of said City to execute, on behalf of said City, a contract with the Lebanon Electric Light & Water Co., as hereinafter set forth, providing for the installation and maintenance of fifty-two 32 candle power Tungsten electric lights in lieu of the fifty-two 16 candle power lights provided for in the contract between the said City and the said Company by Ordinance No. 85, approved on the 1st day of December, 1908.

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

SECTION I.

All electric lights, other than arc lights, to be hereafter used for street purposes in said City, shall be placed at a distance of not less than 2 ft. nor more than 3 ft. from the poles on arms projecting toward the center of the street and attached to said poles, so that the lights shall be not less than 18 ft. nor more than 22 ft. above the sidewalk grade, in such manner that the least possible shadow from the poles shall fall on the sidewalk.

SECTION II.

That in lieu of the fifty-two 16 candle power lights, provided for by Ordinance No. 85, approved on the 1st day of Dec., 1908, the Lebanon Electric Light & Water Co. shall install and

maintain, and the said City shall accept, fifty-two 32 candle power Tungsten electric lights.

SECTION III.

That said new lights shall be placed, light for light, as above provided, at the present locations of the old lights so far as the same are located; and such additional lights, as may be necessary to make up the said fifty-two lights, shall be placed at such points along the streets as the City Council may designate under said contract provided for in said Ordinance No. 85.

SECTION IV.

All lights provided for in this Ordinance shall be of similar kind and quality of that exhibited to the City Council when the location of such lights on the poles was under discussion, and each light shall be provided with a suitable shade and hood similar to the one exhibited.

SECTION V.

The said fifty-two new lights shall be furnished by the Company to the City, and by the City accepted, in lieu of the fifty-two old lights, and without charge therefor.

SECTION VI.

When ordered by the City, the Company will furnish, and the City will pay for, all new lights in excess of said fifty-two lights, at the rate of Sixty-five Cents a month for each light, payable monthly from its installation till the expiration of the light contract between said City and said Company. Larger lights will be furnished by the Company, and paid for by the City, at proportionate prices, as above provided.

SECTION VII.

No light, in excess of the said fifty-two lights, shall be placed at a greater distance than one block from a similar light already installed at the time a new light is ordered.

SECTION VIII.

The old lights, now in use, shall be maintained as located until the new lights are installed and operated; and the new lights shall be installed and operated within ninety days from the approval of this Ordinance and the execution of said contract.

SECTION IX.

As a penalty for the failure or neglect of said Company to keep said lights burning for the full term required by the contract, the City shall deduct and retain from the monthly payments due the Company a rebate at the rate of Sixty-five Cents per month per light for the actual time any such light failed to burn after a reasonable time for the Company to repair or replace the same upon learning that the same is not burning; and it is hereby made the duty of the police officers of said City to promptly report to the Company any light not burning, and, also, to keep a record thereof.

SECTION X.

The following contract between the City and the Company is hereby adopted, ratified and approved, and the Mayor and the Recorder of said City are hereby empowered, authorized and directed to execute the same for and on behalf of the City, as follows, to-wit:

This Contract made and entered into this _____ day of September, 1912, by and between the City of Lebanon, first party, and the Lebanon Electric Light & Water Co., a Corporation, second party, W I T N E S S E T H :

I.

In lieu of the fifty-two 16 candle power electric lights now furnished to the first party by the second party, under contract between them in Ordinance No. 85 of the first party, approved Dec. 1, 1908, the second party shall furnish and maintain, and the first party shall accept, fifty-two 32 candle power Tungsten electric lights, the same to be placed by the second party, light for light, where the old lights are now located, so far as they may have been located, and such additional lights, as may be necessary to make up the said fifty-two lights, shall be placed at such points along the streets as the first party may designate under said contract, without cost to the first party.

II.

All electric lights, other than arc lights, to be hereafter used for street purposes in said City, shall be placed at a distance of not less than 2 ft. nor more than 3 ft. from the poles on arms projecting toward the center of the street and attached to said poles, so that the light shall not be less than 18 ft. nor more than 22 ft. above the sidewalk grade, in a manner that the least possible shadow from the poles shall fall on the sidewalk.

III.

All lights provided for in this contract shall be of similar kind and quality to the light exhibited to the City Council when the location of such lights on the poles was under discussion, and each light shall be provided with suitable shade and hood similar to the one exhibited.

IV.

When ordered by the first party, the second party will furnish, and the first party will pay for, all new lights in excess of said fifty-two lights, at the rate of Sixty-five Cents per month per light, payable monthly from its installation till the expiration of the said light contract between said parties. Larger lights will be furnished by the second party, and paid for by the first party, at proportionate prices, as above provided, when same are required by the first party.

V.

No light, in excess of the said fifty-two lights, shall be placed at a greater distance than one block from a similar light already installed at the time a new light is ordered.

VI.

The old lights now in use shall be maintained as located until the new lights are installed and in operation; and the new lights shall be installed and in operation within ninety days from the execution of this contract.

VII.

All the lights hereinabove provided for shall, in the first instance, be installed at the expense of the second party. The actual cost of the changing of the location of any light, when ordered by the first party, under this contract, shall be paid for by the first party upon a bill presented.

VIII.

As a penalty for the failure or neglect of the second party to keep said lights burning for the full time required by contract, the City shall deduct and retain from the monthly payment due the second party a rebate at the rate of Sixty-five Cents per month per light for the actual time any and every such light fails to burn after a reasonable time for the second party to repair or replace defective lights upon learning that the said light

or lights are not burning. In order to insure satisfactory service, the first party shall cause its police officers to promptly report to the Company any light not burning, and will also keep a record thereof.

IX.

The contract between the said parties for the furnishing of the lights for said City, heretofore entered into, shall be and remain in force as in said contract provided except only so far as the terms thereof are changed by the terms of this contract.

IN WITNESS WHEREOF, The first party has caused this contract to be executed in duplicate by the Mayor and the Recorder of said City for and on behalf of said City.

IN WITNESS WHEREOF, The second party has caused this contract to be executed in duplicate for and on behalf of the second party by its President and Secretary.

Done in the presence of-

_____ THE CITY OF LEBANON, _____

By _____
Mayor of the City of Lebanon.

By _____
Recorder of the City of Lebanon.

THE LEBANON ELECTRIC LIGHT & WATER CO.,

By _____
President.

By _____
Secretary.

SECTION XI.

All such lights shall, in the first instance, be installed at the expense of the Company. The actual costs of the change of any light, when ordered by the City under the contract between the City and the Company, shall be paid for by the City upon a bill presented.

SECTION XII.

The measure embraced in and provided for by this Ordinance is necessary for the immediate preservation of the peace, health and safety of said City, and is, in fact, an emergency measure, and should become immediately operative, and this Ordinance should likewise become immediately operative for the reason herein set forth, and for the further reason that the City of Lebanon and the inhabitants thereof are in urgent and immediate need of the protection by this Ordinance afforded them.

SECTION XIII.

For the reasons set forth in said Section XII of this Ordinance, this Ordinance shall be and remain in full force and effect from, on and after its approval by the Mayor, the same having been duly approved by the affirmative vote of three-fourths of all the members elected by the City Council, taken by "Ayes" and "Noes".

Passed by the City Council this 24th day of September, 1912. Approved by the Mayor this 24th day of September, 1912.

Attest:

J. R. Green
Recorder of the City of Lebanon.

W. W. Wimmersten
Mayor of the City of Lebanon.

Ordinance

N^o. 120.

Sight Contract

Filed Sept 24-1912

J. R. Green

Recorder of the City
of Lebanon - Oregon