

ORDINANCE BILL No. 15 for 1915.

ORDINANCE No. 195.

An Ordinance to authorize a contract with owners of abutting property for the improvement of that part of Main Street in the City of Lebanon, Oregon, commencing at the South line of Carolina Street, thence North to the Northeast corner of the High School grounds, thence West to where said Main Street turns North, thence North to the City Limits.

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

Section 1. That, whereas the owners of a majority of the property abutting on that part of Main Street in said City of Lebanon, Oregon, described as follows, to-wit: Commencing at the South line of Carolina Street, and running thence North to the Northeast corner of the High School grounds, thence West to where said Main Street turns North, thence North to the City Limits, have petitioned the Common Council of said City for the improvement of said part of Main Street, by grading the same and putting a layer of gravel or crushed rock thereon, and draining the same where necessary; and,

Whereas, in the opinion of the Council, such improvements ought to be made, but the Council considers that no bonds should be issued on account thereof, but that the same should be paid for in cash as soon as such improvements shall have been made; Now, therefore,

The Mayor and Recorder of said City are hereby authorized to enter into a contract *on behalf of said City* with the owners of abutting property, in substantially the following form, to-wit:

CONTRACT.

This agreement, made and entered into this \_\_\_\_\_ day  
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of \_\_\_\_\_, 1915, by and between the City of Lebanon, Oregon, a municipal corporation, first party, and the <sup>undersigned</sup> owners of property abutting on that part of Main Street in said City hereinafter described, second parties, WITNESSETH:

That, in consideration of the promises and agreements of second parties hereinafter contained, said first party agrees to proceed, as soon as it can conveniently be done after the signing of this contract by a sufficient number of property owners, as hereinafter required, to make the same effective, to improve that part of Main Street in said City of Lebanon described as follows, to-wit: Commencing at the South line of Carolina Street, and running thence North to the Northeast corner of the High School grounds, thence West to where said Main Street turns North, thence North to the City Limits, by grading the same, and putting thereon a layer of gravel or crushed rock approximately 8½ feet in width, and approximately six (6) inches deep, and also by laying a drain from a point on said Street a few rods North of the High School grounds into the slough just East of the said Street.

It is further agreed that, as soon as said work shall have been completed, the City Engineer of said City shall make and file with the City Recorder a statement of the cost of said work; that the cost of the grading shall be borne by said first party; and <sup>that</sup> the cost of the balance of said work shall be assessed against the abutting property, in proportion to benefits, the assessment district to extend for a distance of 159 feet on either side of the street.

And it is further especially agreed by each of the said second parties hereto, that he, or she, waives any and all right to have the assessment against his, or her, property bonded, or to pay the same in installments, and each of said

second parties hereby promises and agrees, in consideration of the undertaking of the first party as aforesaid, to pay his or her said assessments on account of said improvements within ~~ten~~ <sup>ninety</sup> days after receiving notice of the amount thereof from the City Recorder.

It is further agreed that any of said second parties shall have the right to perform labor in the making of said improvements, either by himself or by himself and team, under supervision of the Street Commissioner or Engineer of said City, at such wages as shall be agreed upon, and to have the amount of the same credited on his assessment. But it shall not be incumbent upon the said City or any of its officers to give notice to any of said second parties of the commencement of work, and any party desiring to work must present himself in readiness therefor at such time as his services can be conveniently utilized.

It is further understood and agreed that this contract shall not be binding until it shall have been signed by the owners of all tracts of abutting property having a frontage of 125 feet, or more, on the part of the street to be improved, and that, as soon as it shall be so signed, it shall become binding as to all parties.

IN WITNESS WHEREOF, said first party has caused these presents to be signed by its Mayor, and attested to by its Recorder, and the seal of said City to be hereunto affixed, and said second parties have subscribed their names hereto, the day and year first above written.

Attest:

CITY OF LEBANON, OREGON,

By \_\_\_\_\_ Mayor.

\_\_\_\_\_  
Recorder.

Section 2. That, inasmuch as this ordinance concerns the improvement of streets, it is, under Section 52 of the City

Charter, deemed to be for the peace, health and safety of said City, and it shall, therefore, be in full force and effect from and after its passage by the Council and approval by the Mayor.

Passed by the Council, by unanimous vote, this 18<sup>th</sup> day of May, 1915.

D. Lomier

Attest:

Mayor.

J. A. Elkin

Recorder.