

--ORDINANCE BILL NO. 18-- for 1922

ORDINANCE NO. 294

AN ORDINANCE granting unto the Lebanon Mutual Telephone Company, its successors and assigns, the right to erect, place and maintain poles, wires, cables and other appliances and conductors and to lay underground wires for the transmission of electricity for telephone and telegraph purposes, in, upon, above and under the streets, avenues, alleys and thoroughfares in the City of Lebanon, Oregon, and to exercise the privilege of operating telephone and telegraph instruments in and doing a telephone and telegraph business within the City of Lebanon, Oregon.

The PEOPLE of The CITY of LEBANON DO ORDAIN as follows:

SECTION 1.- There is hereby granted by the City of Lebanon, Oregon, unto the Lebanon Mutual Telephone Company, its successors and assigns, the right and privilege to do a general telephone and telegraph business in the City of Lebanon, Oregon, and to place, erect, lay, maintain and operate over and under the streets, alleys, avenues and thoroughfares within the said City, poles, wires, cables and other apparatus and appliances and conductors for the transmission of electricity for telephone and telegraph purposes. Such wires, cables and other appliances may be strung upon poles or other fixtures above the ground, or, at the option of the grantee, its successors or assigns, may be laid or placed underground in pipes or conduits or otherwise protected, as the said Company may deem advisable.

SECTION 2.- It shall be lawful for the said Lebanon Mutual Telephone Company, its successors or assigns, to make all needful excavations in any streets, alleys, avenues and thoroughfares in the said City of Lebanon, except as herein otherwise provided, for the purpose of placing, erecting, laying and maintaining poles, cables, wires or other supports or conductors for the said wires, or repairing, renewing or replacing the same and the said work shall be done in compliance with the rules, regulations, ordinances or orders which may, during the continuance of this franchise, be adopted, from time to time, by the Council of the City of Lebanon, Oregon, and all such poles to be of lawful size and height and erected in a substantial, safe and workmanlike manner and to be so placed as not to interfere with travel on or use of said streets, alleys, avenues or thoroughfares, or with any object lawfully existing in said streets, alleys, avenues and thoroughfares of said City, subject, however, to the supervision and control of the Council of said City.

SECTION 3.- Whenever the said Lebanon Mutual Telephone Company, its successors or assigns, shall disturb or tear up any of the said streets, alleys, avenues or thoroughfares of the said City, for the purpose of aforesaid, it or they shall restore the same within ten days to as good condition and repair as the same was before being disturbed or torn up. And whenever it shall be necessary, in the laying of underground wires, cables or conduits, to take up any sidewalk or pavement, or to dig up the ground at the corner of any street, alley, avenue or thoroughfare of the said City of Lebanon, the said Lebanon Mutual Telephone Company, its successors and assigns shall thereafter and without delay remove any and all debris and materials caused or created thereby, and shall put such sidewalk or pavement, street, alley, avenue and thoroughfare in as good condition as the same was before it was taken up or disturbed. The Committee on Streets and Public Property of the Council of the City of Lebanon, or such other committee or official as the Council of the said City of Lebanon, may designate, shall have the right to cause the said Company, its successors or assigns, to change the location of any of its poles, wires, conduits, cables or other conductors, whenever public convenience shall require the location of the same elsewhere, and the expense of such change or removal shall be borne by the said Lebanon Mutual Telephone Company, or its successors or assigns.

SECTION 4.- Nothing in this franchise shall be construed in any way to prevent the proper authorities of the City of Lebanon from

Sewering, grading, planking, rocking, paving, repairing and altering or improving any of the streets, alleys, avenues and thoroughfares within said City in or upon which the poles, cables, wires or other conductors of the said Company shall be placed, but all such work or improvement shall be done, if possible, so as not to obstruct, disturb or prevent the free use of said poles, cables, wires, conductors, pipes or other apparatus.

SECTION 5.- IN CONSIDERATION of the rights and privileges herein granted, the said City, by its authorized officers, shall have, and the said Lebanon Mutual Telephone Company, its successors and assigns, hereby grants to it, the right and privilege to suspend and maintain on poles placed by the said Company, its successors and assigns, in the streets, alleys, avenues, and thoroughfares, any and all wires which said City may require, exclusively for its own use, for fire alarm and police telegraph or telephone ~~XXXXXX~~ purposes, or if said wires are placed underground, the use of one duct in each conduit of the underground system of the grantee, free of charge to the said City, and all such wires shall be placed upon the poles or in the conduit or cables so as not to interfere with the telephone service, and shall not carry current or voltage dangerous to the telephone plant or telephone users. And the said grantee, its successors and assigns, agree to furnish, free of charge, one telephone in the City Hall and one at the Fire Station, and to keep the same in good order.

SECTION 6.- IN FURTHER CONSIDERATION of the rights, privileges and franchises hereby granted the said Lebanon Mutual Telephone Company, its successors and assigns, shall pay to the City of Lebanon, the sum of One hundred twenty dollars a year, to be paid each and every year during the term of this franchise and grant, the same to be paid quarterly in the sum of thirty dollars, beginning January first, 1923; which payment shall be in lieu of all licenses or other charges which might be imposed or required by the said City from the said Lebanon Mutual Telephone Company, its successors or assigns, for the privilege of conducting a telephone and telegraph business in the said City.

SECTION 7.- Whenever any person has obtained permission of the proper City officials to use any of the streets of said City for the purpose of moving any building, the said Lebanon Mutual Telephone Company, its successors or assigns, upon reasonable notice from such person and his paying the actual costs thereof, shall raise or remove any and all of the said wires or cables which may obstruct the moving of such building, so as to allow the unobstructed passage of the same; and in case of the failure of said Company, its successors or assigns, to comply with the terms of this section, the Superintendent of Streets, or other proper officer of the said City, shall be and is hereby authorized to remove said wires at the expense of said Company, its successors or assigns.

SECTION 8.- In case it shall be necessary to cut or remove any of the said wires, cables or other conductors of electricity or equipment of the said Company, in order to get fire ladders or other apparatus to a building during a city conflagration, the said City of Lebanon shall not be liable for any damages done to such wires, cables or conductors or equipment.

SECTION 9.- IN CONSIDERATION of the granting of this franchise the said Lebanon Mutual Telephone Company agrees to paint all its poles that are in the streets, upon the order of the Council to do so, and to keep the same neatly painted as often as the Council may order, but not oftener than once in three years.

SECTION 10.- In the event of placing of any additional poles within the fire limits of the said City, a permit must be obtained from the Committee on Streets and Public Property of the Common Council of the City of Lebanon, with the approval of the Chief of the Lebanon Fire Department, endorsed thereon.

SECTION 11.- If the said Lebanon Mutual Telephone Company, its successors or assigns, shall fail, neglect, or refuse to comply with all the terms of this franchise and to do and perform all the things to be done or performed by it as herein provided, then the rights, privileges and franchise hereby granted shall be forfeited to the City of Lebanon, and the said Lebanon Mutual Telephone Company, its successors or assigns, shall at once remove all its poles, wires and equipment out of the streets of said City, or failing to do so shall be subject to the penalties of doing business without a franchise.

SECTION 12.- The rights, privileges and franchises hereby granted shall continue in force for a period of ten years from and after the first day of January, 1923; And the City of Lebanon hereby reserves the right to alter change or amend this Ordinance or any of its provisions at any time, subject, however, always, to the rights of the said Company, its successors and assigns, as herein granted.

SECTION 13.- This Ordinance shall be in full force and effect from and after January first, 1923, and within thirty days of the passage of this Ordinance the said Lebanon Mutual Telephone Company shall file with the Recorder of the City of Lebanon its written acceptance of all the terms and conditions of this Ordinance and Franchise.

SECTION 14.- This Ordinance passed by the unanimous vote of all members elected to the Council taken by roll-call and by aye and nay vote and entered in the minutes of the Council proceedings this <sup>5<sup>th</sup></sup> day of ~~December~~ <sup>December</sup>, 1922. Approved by the Mayor this <sup>5<sup>th</sup></sup> day of ~~December~~ <sup>December</sup>, 1922.

Byron Millsap  
Mayor.

Attest, C. H. Nitman  
Recorder.

# LEBANON MUTUAL TELEPHONE COMPANY

TELEPHONE AND TELEGRAPH

FIRST NATIONAL BANK BUILDING

P. A. MITCHELL  
PRESIDENT AND MANAGER

LEBANON, OREGON, December twenty-third  
Nineteen twenty-two.

To the Honorable Mayor and  
The Council of the City of Lebanon, Oregon,

Gentlemen;

ORDINANCE Number two hundred ninety four (294) of the City of Lebanon, Oregon, being a franchise to the Lebanon Mutual Telephone Company, duly passed by the Council of the said City on December fifth, 1922, approved by the Mayor of said City upon same date and legally advertised, is hereby accepted, in all its terms and conditions, without reservation.

This acceptance is made by virtue of a resolution, passed by the Directors of the Lebanon Mutual Telephone Company, at a meeting held on December 23rd, 1922, and entered in the minute book of said company, accepting the said Ordinance and Franchise and directing its President and Secretary to execute formal acceptance in writing.

Respectfully,

Lebanon Mutual Telephone Co., Inc.

By *P. A. Mitchell*  
President.

Attest *G. E. Mitchell*  
Secretary.

This Agreement, made this 23 day of Dec, 1922, between the City of Lebanon, Oregon, and the Lebanon Mutual Telephone Company:

WITNESSETH:

WHEREAS, the said City of Lebanon has established a fire department signal service and desires to place a switch, in connection with and forming a part of said system, in the exchange of the said Telephone Company, and,

WHEREAS, the City of Lebanon wishes to operate the said fire department signal system from the exchange of the said Telephone Company with a view to economy of operation,

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by each of the parties one to the other, receipt of which is hereby acknowledged, the respective parties do mutually covenant and agree with each other as follows:

The said Telephone Company agrees to allow the said City of Lebanon to install a switch in its exchange for use in connection with the said fire department signal system.

The said switch shall be installed and maintained in the said exchange entirely at the expense of Said City of Lebanon and to that end the properly accredited employees of said City shall, at any time, have access to this equipment for the purpose of inspection and repairing same.

The said Telephone Company agrees to act, through its operators and employees, as the agent of the said City, voluntarily and without charge, in the operation of said switch and fire alarm system, it being understood that the said fire alarm system and its operation are and continue to be, wholly, instrumentalities and functions of the said City.

The City of Lebanon, aforesaid, agrees to assume all liability for any default or neglect on the part of the employees of the said Telephone Company in the performance of any act done hereunder and further undertakes and agrees to indemnify and save harmless the said Telephone Company of and from any and all claims of whatsoever kind and nature which may be made against it arising out of or in any way connected with the operation of the said switch and fire alarm signal service.

This agreement shall be binding upon the successors or assigns of the parties hereto.

This agreement shall become effective and remain in force simultaneously with Ordinance Number 294 granted by the said City of Lebanon to the said Lebanon Mutual Telephone Company on the 14 day of Dec, 1922, and shall lapse and become void simultaneously with said Ordinance.

IN WITNESS WHEREOF the respective parties have hereto caused their corporate names to be signed and corporate seals to be affixed by their respective officers thereunto duly authorized, all on the day and year first above written.

CITY OF LEBANON, OREGON,

By Bryan McCarty  
Mayor.

Attest C. H. Wetman  
Recorder.

LEBANON MUTUAL TELEPHONE COMPANY,

By P. W. Mitchell  
President.

Attest G. E. Mitchell  
Secretary.

ORDINANCE NO. \_\_\_\_\_

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An Ordinance Granted unto the  
Lebanon Mutual Telephone Co.

A Franchise for a period of  
10 Years from January 1st, 1933

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INTRODUCED October \_\_\_\_\_ 1922  
READ 1st Time Oct. \_\_\_\_\_ 1922  
Read 2nd Time Oct. \_\_\_\_\_ 1922

Referred to Ordinance Com.

Read 3rd time Dec. 5th, 1922

Passed December 5th, 1922

Approved by the Mayor  
December 5th, 1922.

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Ordinance # 274  
and  
Contract with the  
Lebanon Mutual L. Co  
for Fire Alarm  
Passed 12/5/23

Accepted  
12/24/23

G. B. Wetman  
Recorder