

Ordinance Bill # 12-1930

ORDINANCE NO. 412

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND RECORDER OF THE CITY OF LEBANON TO ENTER INTO A CONTRACT WITH MOUNTAIN STATES POWER COMPANY FOR WATER SERVICE FOR THE CITY OF LEBANON FOR THE TERM OF FIVE YEARS, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor and Recorder of the City of Lebanon, Oregon, be and they are hereby authorized, directed and empowered to enter into a written contract hereinafter set out, in the name of the City of Lebanon, Oregon, with the Mountain States Power Company, a Delaware Corporation, for water service for the City of Lebanon for the term of five years, which said written contract shall be executed in duplicate in behalf of the City of Lebanon, Oregon, by the Mayor and Recorder, and the seal of said City affixed thereto, immediately upon this ordinance being in effect, and which said contract shall be dated as of the date of its execution and be substantially in words and figures, as follows, to-wit:

AGREEMENT, Made and executed in duplicate this 2 day of Sept, 1930, between the CITY OF LEBANON, a municipal corporation in Linn County, State of Oregon, hereinafter designated as "the City", and MOUNTAIN STATES POWER COMPANY, a corporation incorporated under the laws of the State of Delaware, and duly authorized to transact business in the State of Oregon and operating in said City of Lebanon under and by virtue of a franchise of said City, hereinafter designated as "the Company",

W I T N E S S E T H:

That the City and the Company mutually agree as follows, the agreements of each being in consideration of the agreements of the other, to-wit:

1. The Company agrees to furnish water service to the City as hereinafter specified for the term of five years commencing with the date of the execution of this agreement and terminating upon the expiration of five years from said date, and the City agrees to take said water service for said term and pay the Company the compensation therefor as hereinafter specified.

2. The Company agrees to maintain and supply water for the 44 fire hydrants now installed in the City of Lebanon at the following locations, to-wit: one at Sixth and Sherman Street, one at Fifth and A Street, one at Fourth and Oak Street, one at Fourth and Sherman Street, one at Fourth and

Grant Street, one at Third and A Street, one at Third and Vine Street, one at Third and Tangent Street, one at Second and Oak Street, one at Second and Grant Street, one at Second and Sherman, one at Second and Rose Street, one at Second and Academy Street, one at Second and Harrison Street, one at Main and Milton Street, one at Main and Elmore Street, one at Main and A Street, one at Main and Maple Street, one at Main and Grant Street, one at Main and Sherman Street, one at Main and Ash Street, one at Main and Vine Street, one at Main and Rose Street, one at Main and Carolina Street, one at Main and Wheeler Street, one at Park and Grant Street, one at Park and Sherman Street, one at Park and Ash Street, one at Grove and Elmore Street, one at Grove and Oak Street, one at Grove and Sherman Street, one at Grove and Ash Street, one at Grove and Vine Street, one at Grove and Isabella Street, one at Grove and Wheeler Street, one at Williams and Grant Street, one at Williams and Ash Street, one at Hiatt and Vine Street, one at Hiatt and Isabella Street, one at Hiatt and Dodge Street, one at Cleveland and Grant Street, one at Cleveland and Isabella Street, one at Walnut and Grant Street, one on Grant between Cleveland and Walnut.

3. The Company agrees to furnish the water necessary for flushing the sewers of the City from and by means of the four sewer flushing connections now in-

stalled and to furnish the water necessary for street flushing as now used by the City.

4. The Company also agrees to furnish the water necessary for supplying the City Hall for municipal purposes.

5. The City agrees to pay the Company for the water service hereinbefore specified the sum of \$93.00, net, per calendar month commencing with the date of the execution of this agreement.

6. The Company agrees to maintain a 24 hour service with at least 60 pounds pressure at the pumps, and as much more as may be necessary for ordinary domestic and municipal purposes and in case of fire to raise said pressure to 100 pounds and to maintain said pressure throughout the time required for fire fighting purposes.

7. The Company agrees to maintain said fire hydrants at its own cost and expense, it being understood that the hydrants shall remain the type now installed.

8. Should the City require additional sewer flushing connections the Company agrees to furnish water for the same at the rate of \$2.00 per month each, provided that the right to install said additional sewer flushing connections is understood to be expressly limited to installation on the mains of the Company as now or hereafter placed and should the City desire additional fire hydrants the Company agrees to furnish the same and the water therefor at the rate of \$2.00 each per month pro-

vided in no case shall the Company be required to locate any of said additional fire hydrants off its present existing mains unless private consumers can be secured to the amount of \$6.00 per month per block of extension required for any fire hydrants off of existing main.

9. The Company agrees to use due diligence to provide an uninterrupted service for the water provided for in this agreement, but shall not be liable for damages for failure or interruption of service due to high water, fire, strikes, accidents to equipment or unavoidable casualties, but in case of failure to provide service for more than 24 hours at any one time for any of said reasons the City shall be entitled to a pro rate reduction from the agreed price for continuous service.

10. It is also agreed that none of the fire hydrants above provided for or any additional ones which may be required by the City shall be discontinued by the City during the term of this agreement nor the locations thereof be changed without the City paying the Company the expense of making such change, and in no event shall the Company be required to install any additional fire hydrants or sewer or street flushers during the last six months of this contract.

11. It is further agreed between the parties that all bills in connection with this agreement shall be paid monthly by the City by warrant drawn on the general

funds of the City on or before the 10th day of the month next following the month for which bills are rendered.

12. In consideration of this agreement the Company agrees to do and perform all of the terms and conditions on its part to be performed as hereinbefore set forth and the City in consideration thereof agrees to do and perform all of the things on its part to be performed and pay the compensation to the Company as hereinbefore set forth.

IN WITNESS WHEREOF, the City of Lebanon has caused this contract to be executed by its Mayor and City Recorder, and the seal of said City affixed, under and by virtue of an ordinance passed by the Council of said City on the 2nd day of Sept, 1930, and entitled "An Ordinance Authorizing and Directing the Mayor and Recorder of the City of Lebanon to Enter into a Contract with Mountain States Power Company for Water Service for the City of Lebanon for the Term of Five Years, and Declaring an Emergency", and said Company has caused this contract to be executed by its proper officers and its corporate seal to be hereunto affixed, the day and year first above written.

THE CITY OF LEBANON, OREGON,

By H. R. Hildreth
Mayor.

THE CITY OF LEBANON, OREGON,

By L. H. Witman
Recorder.

MOUNTAIN STATES POWER COMPANY

By C. M. Brewer
Vice-Pres. and Gen. Mgr.

Attest:

B. M. ...
Assistant Secretary.

Section 2. In as much as the present water service contract between the City of Lebanon and Mountain States Power Company has expired and it is necessary to make immediate provisions for the water service provided for in the foregoing contract in order that the City of Lebanon and its inhabitants may have fire protection to more adequately protect the property of the citizens thereof, it is the judgment of the City Council that an emergency exists and that this Ordinance is necessary for the immediate preservation of the public peace, health and safety of the people and property of the City of Lebanon and for the reasons stated in this Section of this Ordinance it is necessary that this ordinance become immediately operative and in effect and for said reasons an emergency is hereby declared to exist and this Ordinance will take effect and be in full force immediately upon its passage by the City Council and approval by the Mayor.

Passed by the Council this 2nd day of Sept, 1930.

Approved by the Mayor this 2 day of Sept, 1930.

H. W. Whitman
Mayor.

Attest:

B. H. Whitman
Recorder of the City of
Lebanon, Oregon.