

ORDINANCE NO. 470

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 Electric Lighting Service and Other Municipal Purposes 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 and directed to enter into a written contract substantially as hereinafter set out in the name of City of Lebanon, Oregon, with Mountain States Power Company, a Delaware corporation, for additional electric street lighting service and other municipal purposes for the City of Lebanon for a term of five years from the date of the execution thereof, which said written contract shall be executed in duplicate in behalf of the City of Lebanon, Oregon, by the Mayor and attested by the Recorder as soon as possible after this ordinance shall be in force and shall be dated as the date of its execution and be substantially in words and figures as follows, to-wit:



AGREEMENT Made and executed in duplicate this 1<sup>st</sup> day of October, 1935, 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 electric 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 electric lighting service for said term and pay the Company the compensation therefor as hereinafter specified.

2. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn forty-seven (47) 32-candlepower, 6.6 ampere, series incandescent street lights at the following approximate locations within the City, to-wit:



Park and Carolina St.	Rose and Third St.
Park and Isabella St.	Rose and Williams St.
Park and Rose St.	Vine and Cleveland St.
Park and Maple St.	Vine and Hiatt St.
Park and Elmore St.	Vine and Williams St.
Park and Milton St.	Vine and Fifth St.
Second and E St.	Ash and Fifth St.
Second and D St.	Ash and Williams St.
Second and C St.	Ash and Hiatt St.
Second and Mary St.	Ash and Cleveland St.
Grove and Elmore St.	Ash and Walnut St.
Grove and A St.	Sherman and Walnut St.
Grove and Oak St.	Sherman and Hiatt St.
Grove and O'Neil St.	Sherman and Williams St.
Oak and Hiatt St.	Sherman and Fourth St.
Oak and Williams St.	Sherman and Fifth St.
Hiatt and A St.	Sherman and Sixth St.
Elmore and Williams St.	Sherman and Seventh St.
Dodge and Hiatt St.	Grant and Sixth St.
Dodge and Williams St.	Grant and Fifth St.
Carolina and Cleveland St.	Grant and Fourth St.
Isabella and Cleveland St.	Grant and Third St.
Isabella and Hiatt St.	Mary and Third St.
Isabella and Williams St.	

3. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn fifty-nine (59) 100-candlepower, 6.6 am-pere, series, incandescent street lights at the following approximate locations within the City, to-wit:

Park and Vine St.	Main and Milton St.
Park and Ash St.	Main and Elmore St.
Park and Sherman St.	Main and A St.
Park and Grant St.	Main and Oak St.
Second and B St.	Main and Rose St.
Second and A St.	Main and Isabella St.
Second and Oak St.	Main and Carolina St.
Second and Maple St.	Main and Academy St.
Second and Ash St.	Main and Wheeler St.
Second and Vine St.	Main and Morton St.
Second and Rose St.	Main and Harrison St.
Second and Isabella St.	Main and Olive St.
Second and Carolina St.	Main and Mary St.
Second and Academy St.	Milton St.-Front of 274
Southwest corner of Highschool grounds	Grove and Maple St.
South Main - Front Tourist Camp	Grove and Grant St.
South Main - Front 1706 S.Main St.	Grove and Ash St.
South Main - Front 1611 S.Main St.	Grove and Vine St.
	Grove and Rose St.



Grove and Isabella St.  
Grove and Carolina St.  
Grove and Dodge St.  
Grove and Wheeler St.  
Milton and Franklin St.  
Franklin St. Front of 1794  
North end Eaton St.  
Oak and Fifth St.  
Oak and Third St.  
Oak and Fourth St.  
Second and Grant St.  
Grant and Williams St.

Grant and Hiatt St.  
Grant and Cleveland St.  
Grant and Crescent St. —  
Grant and River  
Grant and Walnut St.  
Olive and Third St.  
Cleveland and Oak St.  
River and Oak St.  
Carolina and Williams St.  
Second St. front of 1647

4. The Company shall furnish the lamp and electric current necessary for lighting each night from dusk until dawn one 250 candlepower 6.6 ampere, series, incandescent street light at the corner of Third and Tangent Streets in the City and maintain the same at said location as a center suspension street light approximately thirty feet above the surface of the street.

5. All of the foregoing lamps as specified in paragraphs Nos. 2, 3 and 4, may be either bracket or suspension type of overhead lamps and the Company agrees within a reasonable time hereafter to rebuild or reconstruct all bracket and suspension types of lamps now in use and in lieu thereof to install twelve foot bracket equipment, with bowl, refractors and reflectors in order to increase the efficiency in illumination of that afforded by types now in use.

6. The Company shall furnish the lamps and electric current necessary for lighting each night from dusk until dawn the 110, 32-candlepower, 6.6 ampere, series, incandescent street lights as now placed five lamps each in the 32 cluster lamp columns as now installed and maintained at the following twenty-two locations in the City of Lebanon, to-wit:



Two at corner of Main and Maple St.  
Four at corner of Main and Grant St.  
One at Main St. between Grant and Sherman, Penney Store,  
Four at Main and Sherman St.  
Four at Main and Ash St.  
Two at Main and Vine St.  
One at Sherman between Main and Second St., Cormier Bldg.,  
Two at Sherman and Second St.  
Two at Sherman and Third St.

7. It is understood that the City owns the standards, bases and glassware of said twenty-two lamp columns specified in paragraph 6 hereinbefore and the Company owns the lamps and underground cable supplying service thereto and it is understood and agreed that the City may change or relocate at its own cost and expense said lamp columns on that portion of Main Street between the south side of Vine Street and the north side of Maple Street in order to provide for better street illumination along Main Street, and the Company agrees that it will connect with the columns at such new locations with its underground system, said connections to be made at the Company's expense and within a reasonable time after notification by the City that said columns are ready for service. It is further understood and agreed that the City may change said lamp columns so that the same when changed will each be provided with all necessary parts, including glassware, to carry one 250-candlepower lamp instead of five 32-candlepower lamps as at present and the Company agrees to install said 250-candlepower lamps at its own expense when notified by the City that said changes have been made and the columns are ready for service.



8. The Company shall also furnish the current necessary for use in lighting the city hall, jail and fire department of the City provided the Company shall not be required to furnish current for lighting the city hall other than when it is used for municipal or charitable purposes, the City to furnish the lamps necessary for the lighting specified in this paragraph.

9. The City agrees to pay the Company for the lighting service hereinbefore specified the sum of \$214.00 per calendar month, commencing with the date of the execution of this agreement.

10. The monthly flat rate stipulated in paragraph 9 hereinabove, and any increase thereto created by additional installations hereinafter provided for at the rate hereinafter stipulated, shall be subject to and the City allowed the following discounts, to-wit:

For the first \$100.00 of monthly gross bill, no discount;  
For the next \$400.00 or any part thereof monthly gross bill, 10% discount;  
For all over \$500.00 of monthly gross bill, 15% discount.

11. The Company agrees to replace all burned out or broken lamps within two days after report thereof by the police of the City to the Company and the Company shall pay all charges for lamp renewals except for the city hall, jail and fire department, and shall pay all costs of maintenance of equipment necessary to furnish the lighting service above



specified, except it is understood that the City owns the above mentioned twenty-two cluster lamp columns and the City shall pay for all necessary upkeep and repairs for said columns except necessary lamp renewals; and as a part of the consideration for this agreement the City hereby agrees to assume all liability for damages or claims for damages for personal injury or property damage which may in any manner arise from or be claimed on account of any of said twenty-two cluster lamp columns and to indemnify the Company and save it harmless against any damages or claims for damages occasioned by any of said cluster lamp columns or their maintenance.

12. The Company agrees to use due diligence to provide an uninterrupted service for the lighting 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 twenty-four hours at any one time the City shall be entitled to a pro rata reduction from the agreed price for continuous service.

13. In case the City shall require additional overhead street lamps, the Company agrees to furnish the same as a part of this agreement and subject to all of the provisions thereof, as follows:

52 c.p. lamps	at	the	rate	of	\$17.00	per	year	each
60 c.p.	"	"	"	"	\$18.00	"	"	"
80 c.p.	"	"	"	"	\$20.50	"	"	"
100 c.p.	"	"	"	"	\$22.00	"	"	"
250 c.p.	"	"	"	"	\$40.00	"	"	"
400 c.p.	"	"	"	"	\$52.00	"	"	"
600 c.p.	"	"	"	"	\$66.00	"	"	"



The above rates to apply for new locations or substitution of higher candle power lights at present locations; provided, in case additional lights are required by the City requiring new construction work the Company shall be notified and be entitled to reasonable time after notice for the necessary construction work, provided further, the Company shall not be required to install any additional lights or furnish service therefor during the last six months of the term.

14. It is further understood and agreed that the Company shall not be required during the term to change any of the lights or lamps from the locations where the same are installed at above locations or to change the location of any new lamps installed by request of the City hereunder, without the City paying the necessary cost of making all changes requested.

15. It is understood and agreed that in furnishing the service called for by this agreement, the Company will use the wires, poles, equipment and machinery which it now has installed and in operation in the City of Lebanon, together with such additional wiring, poles, equipment and machinery as the Company may find necessary in furnishing the service in this contract provided for and that none of the lamps specified in this agreement nor any additional street lamps ordered in by the City shall be discontinued by the City during the term of this agreement.

16. In case the Company shall, in any construction, repair or other work, make any excavation or cut in any of the streets or alleys of the City, the Company shall



promptly refill the same and shall restore said street or alley to its former condition within thirty days.

17. 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.

18. 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.

19. All of the agreements, provisions and conditions herein contained shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

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 13<sup>th</sup> day of October, 1935 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 Electric



Lighting Service and Other Municipal Purposes 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.

CITY OF LEBANON, OREGON,

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

CITY OF LEBANON, OREGON,

By L. H. Witman Recorder

MOUNTAIN STATES POWER COMPANY,

By \_\_\_\_\_ President

Attest:

\_\_\_\_\_  
Assistant Secretary



Section 2. Inasmuch as the present contract under which said Mountain States Power Company has been furnishing electric lighting for the streets and city hall of Lebanon is about to expire and it is necessary to make immediate provisions for the lighting provided for in the foregoing contract in order that the City of Lebanon and its inhabitants may have proper and adequate police protection and the inhabitants thereof may use said streets with safety, 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 shall 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 1<sup>st</sup> day of October, 1935.

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 1935.

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

Attest:

Lois Hitman  
Recorder of Lebanon, Oregon.



Ord Bill # 9 1935

Ord. No 469

Contract with  
Mountain States  
Power Co

Passed Oct 1<sup>st</sup> 1935

C. H. Nutman  
Recorder

# 470.

Authorizing & directing  
Mayor & City in  
Contracts with Mt  
States Power Co

Passed Oct 15-1935

C. H. Nutman  
Recorder