

A BILL FOR AN ORDINANCE AUTHORIZING )  
AND DIRECTING THE MAYOR AND THE )  
RECORDER TO ENTER INTO A CONTRACT )  
WITH THE D. E. HOOVER COMPANY FOR )  
THE PAINTING AND REPAIR WORK ON THE )  
CITY HALL IN THE CITY OF LEBANON, )  
AND DECLARING AN EMERGENCY. )

ORDINANCE BILL NO. 34  
for 1958.

ORDINANCE NO. 1044

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

Section (1) That the Mayor and the Recorder of the City of Lebanon are hereby authorized and directed to enter into a Contract with the D. E. Hoover Company, for the painting and repair work on the City Hall and to obligate the City for the payment of \$2177.00 for the painting and repair work on the City Hall.

C O N T R A C T

THIS AGREEMENT entered into this 12<sup>th</sup> day of Aug, 1958, between D. E. HOOVER COMPANY hereinafter called the CONTRACTOR, and the City of Lebanon, OREGON, hereinafter called the CITY;

WITNESSETH:

The CONTRACTOR agrees to perform the following work on the City's building known as the City Hall situated at 925 Main Street in the City of Lebanon, Linn County, Oregon:

1. Apply two coats of Perma-Dri of light green color to the entire building.
2. Paint all trim, sashes, doors and so forth with Pittsburgh Sash and Trim Paint of a color to be selected by the City.
3. Interior and Exterior of Fire House door to be painted.

Preparation of the exterior of the building for the application of Perma-Dri and paint shall be done by the Contractor in accordance with Schedule A attached.

CONTRACTOR is to furnish all equipment and labor required for the job. All work is to be done in a workmanlike manner and Contractor guarantees all the labor and materials used in performance of this contract for a period of Nine (9) years from the completion date hereof. The premises and surrounding grounds to be left neat and clean and windows will be cleaned.

IT IS FURTHER AGREED that the CONTRACTOR will furnish all necessary insurance for the protection of parties concerned and will save harmless and will defend the City from any claim for damages and injury to property or persons arising by reason of said work.

THE CITY AGREES in consideration of Contractor's faithful discharge of his obligations as set forth above to pay, or cause to be paid, to the Contractor the sum of \$2177.00 upon completion of the work; payment by the City of said sum is expressly conditioned upon proof being furnished to the City that Contractor has paid for all labor, services, materials and sums due the State Industrial Accident Fund, the Collector of Internal Revenue, and the Treasurer of the State of Oregon, and the Contractor hereby expressly agrees

to save harmless the City from any claims therefore.

IT IS AGREED that the contract shall be completed not later than the 20 day of Aug., 1958.

IN WITNESS WHEREOF, we the parties hereto, each herewith subscribe the same this 12 day of Aug., 1958.

CITY OF LEBANON, OREGON

By *R. L. ...*  
Mayor

By *W. H. Hoover*  
Contractor

By *Owner*  
Title

**SCHEDULE A**

Preparation of the exterior of the building for the application of Perma-Dri and paint:


1. Prepare, clean out and patch all gutters and downspouts.
2. Stucco ends of parapet walls which are presently in an unfinished state.
3. Re-stucco entrance way on the South side of building.
4. Patch and re-stucco walls where necessary.
5. Re-stucco or putty all sashes where necessary.

Section (2) That inasmuch as this Contract is for the painting and repair work on the City Hall, it is necessary for the peace, health and safety of the City of Lebanon that said work be done immediately, therefore, an emergency is hereby declared to exist and this contract shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor on this: 12th day of August, 1958.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder