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REDMOND, OREGON

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ORDINANCE No. 32

Continued from page 4

the poles, wires or fixtures, or any other provision, or should they neglect or refuse to run said electric light and power for a longer continuous period than sixty days, then the common council of said city shall have the right to declare this franchise forfeited, and they shall, within sixty days after the passage by the council of a resolution forfeiting said franchise, remove all poles, wires and other fixtures then standing and belonging to them, from the streets and alleys of said city, and in default thereof the common council may cause the same to be removed at the expense of the said George Jacobs, his associates, successors or assigns.

SECTION 13.

The granting of this franchise shall not be held to abridge, or in any way modify, the right of any person, or property holder, to recover of and from the said George Jacobs, his associates, successors and assigns, any damage sustained by him caused by the erection, maintenance or use of such poles, posts, wires, fixtures, and apparatus, or by the operation of said plant.

SECTION 14.

The construction of said electric light and power plant shall be commenced within thirty days by said

George Jacobs, his associates or assigns, from and after the passage by the council of this ordinance, and the said George Jacobs, his successors or assigns shall have service within the city within sixty days thereafter, and said system shall be extended from time to time as the needs of the city, or of its inhabitants may require and the business warrants.

SECTION 15.

The failure of the said George Jacobs, his associates, or assigns, to comply with, keep and perform, each and every, all and singular, the terms and conditions of this ordinance, or the terms and conditions of such other ordinances, resolutions, rules and regulations as may be hereafter legally passed or adopted by the common council of said city, on his, or their, part to be kept and performed shall work a forfeiture of all rights herein granted, and the privileges herein granted shall then immediately cease and be held for naught, and he, or they, shall not have or claim to have, any right to recover any damages from the said city by reason of such forfeiture, nor shall he, or they, have the right to maintain any suit or action, either at law or in equity, against the said city for the recovery of any damages which he, or they, may have sustained or claim to have sustained by reason of such forfeitures, provided, however, that no forfeiture

shall be declared at any meeting of the common council except a regular meeting thereof, and provided further, that the said George Jacobs, his associates, successors, or assigns, shall have at least ten days' notice, in writing, signed by the mayor, of such intention to declare the rights herein granted forfeited and shall be given an opportunity to be present and heard by the council at such meeting.

SECTION 16.

It shall be unlawful for any person to willfully, maliciously or wantonly, molest, disturb, cut, break down, remove, hack, destroy, or otherwise injure, any pole, post, support, wire, lamp or light, reducer, transformer, or other property belonging to or used by said George Jacobs, his associates, successors, or assigns, for the purpose of erecting, maintaining and operating the said plant, and any person guilty of so doing shall, upon conviction thereof, be punished by a fine of not more than fifty dollars, or by imprisonment in the city jail for not more than twenty days.

SECTION 17.

In case any dispute or controversy shall, at any time in the future and during the life of this franchise, arise between the said George Jacobs, his associates, successors or assigns, and the common council of said city, as to the interpretation of any of the terms and conditions of this ordinance, or on any ordinance, rule, regulation or resolution hereafter adopted or passed by said council, or as to the reasonableness of any such ordinance, rule, regulation or resolution, or as to the reasonableness of any maximum rate hereafter adopted and attempted to be put in force by the said council, the same shall be settled, adjusted and compromised by the said parties by either referring the same to the Public Utilities Commission of the State of Oregon, or to a board of arbitration. In case it is decided to arbitrate the said matter the same shall be submitted to a board of arbitration to be formed as follows: The council shall appoint one member of said board and the said George Jacobs, his associates, successors, and assigns, one other member thereof, and the two so chosen shall appoint a third. No person who is in any manner interested in the outcome of such dispute or controversy shall be eligible to act as a member of said board. The said board shall then proceed to investigate said matter

and make their decision. In writing, and file the same with the recorder of said city, and deliver a copy thereof to the said George Jacobs, his associates, or assigns. Any two members of said board may bring in a decision and such decision shall be final and binding upon the parties, and have the same effect as a judgment in a court of law or a decree in equity.

SECTION 18.

Whereas, it is necessary for the public peace, health and safety that the streets of the city be lighted as soon as possible, and that the inhabitants of the city be provided with electric lights to light their homes and places of business, therefore, it is the judgment of the common council of the City of Redmond, Oregon, that an emergency exists. It is therefore, ordered that this ordinance shall take effect and be in force from and after its passage by the council, its approval by the mayor, and its publication as required by law, provided, that prior to its publication the said George Jacobs, shall file in the office of the city recorder his written acceptance of the terms and conditions thereof.

Passed by the common council of the City of Redmond, Oregon, at a regular session thereof held on the 26th day of November, 1912.

Approved by the mayor, this 4th day of December, 1912.

J. F. HOSCH, Mayor.

Attest:
I. P. HEWITT,
Recorder.

METEOROLOGICAL RECORD

November weather observations taken at the Redmond Experimental Farm Station by T. G. Stevens, co-operative observer.

| Date | Max. | Min. | Weather |
|------|------|------|----------|
| 1 | 45 | 28 | Pt. Cldy |
| 2 | 48 | 30 | Clear |
| 3 | 49 | 32 | Clear |
| 4 | 48 | 32 | Pt. Cldy |
| 5 | 46 | 33 | Pt. Cldy |
| 6 | 48 | 33 | Pt. Cldy |
| 7 | 50 | 33 | Pt. Cldy |
| 8 | 53 | 33 | Pt. Cldy |
| 9 | 59 | 22 | Pt. Cldy |
| 10 | 57 | 34 | Clear |
| 11 | 56 | 46 | Pt. Cldy |
| 12 | 58 | 51 | Pt. Cldy |
| 13 | 55 | 42 | Pt. Cldy |
| 14 | 55 | 44 | Pt. Cldy |
| 15 | 53 | 41 | Clear |
| 16 | 48 | 28 | Clear |
| 17 | 54 | 38 | Pt. Cldy |
| 18 | 74 | 33 | Pt. Cldy |
| 19 | 54 | 34 | Cloudy |
| 20 | 47 | 34 | Clear |
| 21 | 55 | 50 | Clear |
| 22 | 57 | 39 | Clear |
| 23 | 55 | 37 | Clear |
| 24 | 59 | 41 | Clear |
| 25 | 64 | 45 | Clear |
| 26 | 35 | 31 | Cloudy |
| 27 | 57 | 46 | Clear |
| 28 | 59 | 33 | Clear |
| 29 | 59 | 37 | Pt. Cldy |
| 30 | 59 | 33 | Clear |

Mean maximum, 52.3.

Mean minimum, 27.46.

Precipitation: Total, .55 inch; greatest in 24 hours .10, Nov. 5th.

Total snow fall, slight flurry on Nov. 26th.

Clear days, 14; partly cloudy, 14; cloudy, 2.

The first eight days observations were taken at 7 a. m.; the balance at 6 p. m.

When your brother comes to town to visit you, and you introduce him to your friend, your friend will say: "He is a better looking man than you are." It is a way friends have

G. A. McFarlane
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Redmond - Oregon

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REPORT OF THE CONDITION OF THE REDMOND BANK OF COMMERCE

at Redmond, Oregon, in the State of Oregon,
at the close of business November 25, 1912.

| RESOURCES | LIABILITIES |
|--|---|
| Loans and discounts..... \$ 82,596.29 | Capital stock paid in..... \$ 25,000.00 |
| Overdrafts, secured and unsecured... 784.27 | Surplus fund..... 1,250.00 |
| Bonds and warrants..... 13,408.47 | Undivided profits, less expenses and taxes paid..... 1,972.26 |
| Banking house..... 4,640.22 | Postal savings bank deposits..... 1,818.27 |
| Furniture and fixtures..... 3,000.00 | Individual deposits subject to check... 67,457.75 |
| Other real estate owned..... 1,769.81 | Demand certificates of deposit..... 350.00 |
| Due from banks (not reserve banks).... 359.29 | Certified checks..... 50.00 |
| Due from approved reserve banks..... 21,158.36 | Time certificates of deposit..... 15,960.54 |
| Checks and other cash items..... 723.33 | Bills payable for money borrowed..... 20,000.00 |
| Remittances in transit..... 75.75 | |
| Cash on hand..... 5,349.09 | |
| Total..... \$133,858.82 | Total..... \$133,858.82 |

State of Oregon, County of Crook, SS.
I, G. M. Slocum, cashier of the above named bank, do solemnly swear that the above statement is true to the best of my knowledge and belief.
G. M. SLOCUM, Cashier.
Subscribed and sworn to before me this 9th day of December, 1912.
W. G. PHOENIX, Notary Public.
Correct Attest: J. W. Brewer, Guy E. Dobson, B. A. Kendall, M. A. Lynch, Directors.