

ORDINANCE NO. 503.

AN ORDINANCE CALLING A SPECIAL ELECTION FOR THE PURPOSE OF VOTING ON A BOND ISSUE NOT TO EXCEED \$7500.00 TO PURCHASE A FIRE ENGINE AND EQUIPMENT AND APPARATUS. PROVIDING FOR THE NOTICE OF SUCH SPECIAL ELECTION AND DECLARING AN EMERGENCY.

WHEREAS, The Town of Springfield has no adequate fire fighting apparatus, and,

WHEREAS, Said town is in need of a fire engine and equipment and apparatus for the same, and

WHEREAS, There are not sufficient funds on hand with which to purchase same,

Now Therefore, THE TOWN OF SPRINGFIELD DOES ORDAIN AS FOLLOWS:

Section 1. That a special election shall be held in the Town of Springfield on the 27th day of July, 1926, at which election there shall be submitted to the electors of the town of Springfield the question of whether or not the Common Council of the Town of Springfield shall be authorized to issue bonds in the sum not to exceed \$7500.00 to be issued in denominations of \$500.00 each and to bear interest at the rate of 6 per cent per annum and to mature in five years from date, with which to purchase a fire engine, apparatus and equipment for the same.

Section 2. The Common Council shall give notice of said special election by publication in a newspaper of general circulation published in said town, for a period of ten days prior to such election and also by posting notices thereof in three public places within said town of Springfield.

Section 3. Such Notice shall distinctly state the proposition to be so submitted and the electors shall be invited thereby to vote upon the question of said bond issue by placing on their ballots a cross opposite the words "Yes" or "No" or words equivalent thereto. Such notice shall also state the place at which the polls shall be opened and the time of the opening and closing thereof and the judges and clerks of election.

Section 4. The following is hereby designated as the polling place in the town of Springfield at which the electors shall cast their ballots at such special election as follows: The City Hall of the Town of Springfield at which place, the electors of the entire town of Springfield shall cast their ballots at said special election.

Section 5. The following named persons are hereby appointed judges and clerks at said special election, to-wit:

Judges, L. K. Page and L. E. Thompson.
Clerks, Hattie Myers, Evelyn Emery and Vina McClain.

Section 6. The first named judge shall be chairman of the board.

Section 7. The polls of such special election shall open at the hour of 8 o'clock A. M. and close at the hour of 8 o'clock P. M. on said 27th day of July, 1926.

Section 8. Inasmuch as the said special election is called for the 27th day of July, 1926, and since the town of Springfield is without adequate fire fighting apparatus or equipment, and it is important that the same be procured at the earliest date possible for the protection and safety of the inhabitants of said town and the property therein, an emergency is declared to exist and this ordinance shall become effective immediately upon its passage by the council and approved by the mayor.

Passed by the Common Council this 14th day of July, 1926.

Approved by the Mayor this 14th day of July, 1926.

G. G. Bushman Mayor,
Attest: R. W. Smith, Town Recorder.

FOR SALE—Payroll sheets, printed and in stock at the News office. Form suitable for road, construction work, sawmills, etc., with table to compute workman's compensation and deductions. No employer should be without these forms when they can be purchased for a few cents each.

NOTICE OF SPECIAL ELECTION.

NOTICE IS HEREBY GIVEN, That by Ordinance Number 503 the Common Council of the Town of Springfield has called a special election to submit to the voters of said town the question of issuing bonds in the sum not to exceed \$7500.00 in \$500.00 denominations, to mature in five years from date thereof and bearing 6 per cent interest per annum, with which to purchase a fire engine and apparatus and equipment for the same.

The place for holding said special election is the City Hall of the Town of Springfield, at which place the electors of the entire Town of Springfield shall cast their ballots. The time for holding said special election is the 27th day of July, 1926, and the polls will open at 8 o'clock A. M. of said day and close at 8 o'clock P. M. of said day.

The following named persons are the judges and clerks of said special election:

Judges, L. K. Page and L. E. Thompson.
Clerks, Hattie Myers, Evelyn Emery and Vina McClain.
R. W. Smith, Town Recorder.

ORDINANCE NO. 502

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE TOWN OF SPRINGFIELD, OREGON, TO ENTER INTO A CONTRACT WITH MOUNTAIN STATES POWER COMPANY FOR ELECTRIC STREET LIGHTING SERVICE FOR A TERM OF TEN YEARS, AND THE RECORDER OF SAID TOWN TO ATTEST THE SAME AND AFFIX THE CORPORATE SEAL OF SAID OWN.

THE PEOPLE OF THE TOWN OF SPRINGFIELD DO ORDAIN AS FOLLOWS:

Section 1. That the Mayor of the Town of Springfield, Oregon, be and he is hereby authorized and directed to enter into a written contract substantially as hereinafter set out in the name of the Town of Springfield, Oregon, with Mountain States Power Company, a Delaware corporation, for electric street lighting service for the Town of Springfield for a term of ten years, and the Recorder of the Town of Springfield is hereby authorized and directed to duly attest said contract and affix the corporate seal of the Town of Springfield thereto, which said written contract shall be executed in duplicate in behalf of the Town of Springfield, Oregon, by the Mayor and duly attested by the Recorder as soon as possible after this ordinance shall be in force, and shall be dated as of the date of its execution and be substantially in words and figures as follows, to-wit:

THIS AGREEMENT, Made and entered into, in duplicate, this _____ day of _____, 1926, by and between the Town of SPRINGFIELD, Lane County, Oregon, a municipal corporation of the State of Oregon, hereinafter designated as "The City", and MOUNTAIN STATES POWER COMPANY, a corporation, incorporated and existing under the laws of the State of Delaware and duly authorized to transact business in the State of Oregon and within said Town of Springfield, hereinafter designated as "The Company",

WITNESSETH:

That the Company and the City for and in consideration of the agreements of each other as hereinafter expressed hereby agree with each other as follows:

Section 1. The Company agrees to furnish twenty-six ornamental, unit type posts, of the style to be selected by the Company, and maintained at a height of 12 feet in the clear from the surface of the street, and to furnish all labor necessary to install said posts, and all material necessary to equip the same complete, including one 400 Candle Power, 4.40 ampere, series, alternating current, electric lamp, for each of said posts, and to promptly replace any of said posts, lamps and equipment as necessary. Said posts shall be installed and located on the curb line along Main Street in said Town of Springfield, equally divided on the side of said street and all to be placed between the intersection of said Main Street with Second Street on the West and Sixth Street on the East, and at the locations to be designated in writing to the Company by the City Engineer of the

Town of Springfield.

Section 2. In consideration of the agreements on behalf of the Company, as hereinafter set forth and specified in Section I, the City agrees to pay the Company \$2.10 per lamp per month, payable monthly for the full term of ten years from and after the complete installation of said posts and equipment.

Section 3. The Company shall keep the City harmless from all liability for damage on account of negligence of the Company in using the streets of the City while constructing and erecting said posts, and after using said streets the Company shall restore them with due diligence to their former condition, as near as practicable.

Section 4. The Company further agrees, after installation of the aforesaid ornamental street lamps, to operate, maintain, inspect and furnish to the City the electric lighting service hereinafter specified for the full term of ten years from and after the time the current is turned into said lamps and the service herein provided for is commenced by the Company, and the City agrees to pay the Company for compensation therefor hereinafter specified.

Section 5. In consideration of the agreements on behalf of the Company, as hereinafter set forth and specified in Section IV, the City agrees to pay the Company \$2.90 per lamp per month for each and every lamp so operated, maintained and kept burning from dusk until dawn during each and every night of said term, provided, however, that should there be any failure of service or any of said lights fail to burn, the Company shall allow the City a pro rata reduction from said charge on account thereof.

Section 6. The payments to be made hereunder as stipulated in Sections II and V shall be paid monthly on or before the 10th day of each month following the month of service and by valid warrants of the City in favor of the Company.

Section 7. The parties hereto agree that a renewal of service hereunder after the expiration of the term herein limited and a readjustment of rates satisfactory to both parties shall be optional with the City, provided, however, that the rate to be charged under such renewal shall not take into consideration the original investment of the Company in installing the original ornamental light posts installed under this agreement; however, it is expressly understood that title to said ornamental posts and all equipment installed or used by the Company to maintain the service provided for by this agreement, shall, at all times, remain vested in the Company, with full right to remove the same after the expiration of the term or sooner termination thereof.

Section 8. It is understood and agreed between the parties that the payments of \$2.10 per month per lamp for ten years specified in Section II hereof is to reimburse the Company for the cost of the installation of the original posts, lamps and equipment specified in Section I and upon the basis of said payments being made for the full ten year term of this agreement, but it is further agreed, however, that the City may pay off said charge at any time prior to the expiration of said ten year term, upon paying to the Company a lump sum equal to \$2.10 per month for ten years for each month of the ten year term remaining at the time of such payment, less 8 per cent discount if such payment is made by the City to the Company within the first five years of said term, and 5 per cent, if paid at any time after five years of the term have expired, and upon such payment of said lump sum the City shall be no longer required to make said \$2.10 payments per month per lamp.

Section 9. It is understood and agreed that the Company in furnishing the service under this contract will use such wires, poles, machinery and other equipment which it now has installed and in operation in the Town of Springfield together with such additional wires, poles, posts, machinery and other equipment as the Company may find necessary and convenient in furnishing service under this agreement.

Section 10. It is agreed that none of the twenty-six lamps above specified shall be discontinued by the City at any time during the term of this agreement, and that when once installed hereunder that the Company

will not be required to change the location of any of said lamps or posts without the City paying the Company the expense and cost of such change; and that in no event will the Company be required to change the location of any said lamp posts, except to location where the Company has then installed the necessary wires and other equipment for the type of service covered by this agreement.

Section 11. It is further understood and agreed that the Company goes not guarantee continuous and uninterrupted service under the terms of this agreement, and under no circumstances shall the Company be held liable to or by the City on account of interruption of service caused by accidents or damage to plants or equipment or on account of circumstances beyond the control of the Company; however, the Company does agree to use due diligence to maintain good and uninterrupted service.

Section 12. This agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the City has caused this agreement to be executed in the name of the Town of Springfield, Oregon, by its Mayor and duly attested by the Recorder of said Town under and by virtue of an ordinance passed by the council of the Town of Springfield on the 12th day of July, 1926, and entitled "An Ordinance authorizing and directing the Mayor of the Town of Springfield, Oregon, to enter into a contract with Mountain States Power Company for electric street lighting service for the Town of Springfield for a term of ten years, and the Recorder of said Town to attest the same and affix the corporate seal of said Town", and the said Company has caused this agreement to be executed by its duly authorized officers and its corporate seal to be hereto affixed, all in duplicate, the day and year first above written.

TOWN OF SPRINGFIELD, OREGON
By G. G. Bushman, It's Mayor,
Attest:

R. W. Smith,
Recorder of the Town of Springfield.

MOUNTAIN STATES POWER COMPANY.

By
Its Vice President and General Mgr.
Attest:

Its Assistant Secretary.

Section 11. This ordinance shall be in full force and effect from and after its approval by the Mayor and within the time specified by the charter of the Town of Springfield.

The foregoing ordinance was passed by the Council of the Town of Springfield, Oregon, the 12th day of July, 1926.

Approved by the Mayor this 12th day of July, 1926.

G. G. BUSHMAN, Mayor.
Attest:
R. W. SMITH, Recorder of the Town of Springfield.

Here from Portland—Mrs. L. L. Barrett was a guest at the home of Mrs. Bert Doane the last week end. Mrs. Barnett lives in Portland.

Leaves For Visit—Mrs. Harriet M. Scott, mother of Mrs. D. W. McKinnon and Charles F. Scott who has been here for the last three months, left for an extended visit with relatives last Sunday. Mrs. Scott is going to Portland first to visit a daughter who was spent fishing.

Mr. Mrs. Allison S. Jellison. From Portland she expects to go to the home of another daughter, Mrs. Carl Pardue of South Tacoma, Washington. The next stop will be in The Dalles with other relatives. From there Mrs. Scott will come to Springfield, returning next March.

To Hubbard Lake—Mr. and Mrs. Eggiman spent last Friday at Hubbard lake. Their vacation of a day was spent fishing.

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