

7-13

1/29/53

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

January 29, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg,

Following is an itemized report of the Police Department activities for the
Calendar year of 1952:

ARRESTS

No Motor Vehicle License.....	39	Runaway Boys.....	6
No Operator's License.....	32	No Operator's permit.....	1
Insufficient Clearance Lights... 2		Expired Operator's Lic.	1
Violating the Basic Rule.....	102	A.W.O.L.....	2
Failure to stop at Stop Sign....	40	Juvenile.....	1
Failure to stop at Signal.....	47	Drunk in a pulbic Place.....	2
Four in Drivers Seat.....	3	Failure to Dim Headlights.....	2
Permitting unlic. people to oper.	7	Larceny in Store.....	3
Reckless Driving.....	34	Assault.....	1
Illegal Parking.....	39	Permitting unnecessary noise.....	2
Autos Impounded.....	10	Dyer Act.....	1
Rape.....	3	Petty Larceny.....	1
Attempted Rape.....	2	Expired Mtr. Veh. License.....	10
O.M.F.P.....	4	Vagrancy.....	6
Drunk on Public Street.....	11	Resisting officer.....	1
Drunk & Disorderly Conduct.....	16	Interfering with Officer's duty...	1
Defective muffler.....	27	No Registration.....	1
Assault & Battery.....	9	Dr. on Instr. Permit w/o Lic.Pers..	2
Larceny from Auto.....	5	Racing in Mtr. Vehic. on pub. St...	1
Leaving vehic. unattended.....	3	Minors in Possession of beer.....	6
Failure to give R.A. to Ped.....	12	Larceny of Auto.....	6
Fatal Accident.....	1	Runaway Girl.....	1
Using mails to defraud.....	1	Polygamy.....	1
Written traffic Warnings.....	302	Burglary.....	5
Gambling.....	4	Disturbing the Peace.....	2
Defective lighting.....	10	Non-support.....	1
Driving while drunk.....	17	Drunk in an Auto.....	3
Contrib. to Delinq.of minor.....	7	No Tail Light.....	2
Switched Plates.....	3	Failure to Leave Name & Address at	
Driving with Susp. Lic.....	3	Scene of accident.....	6
Vandalism.....	1	Unlawful Sale of Liquor.....	2
Truancy.....	8	Vicious Dog - Warrant.....	1
No Oper. Lic. on Person.....	22	Forgery.....	2
Defrauding an Innkeeper	1	Blocking Alley.....	2
After Hours.....	12	Hit & Run.....	4
Concealed Lic. Plates.....	2	Fail. to appear & ans. Police summ.	1
Illegal Possess. of game birds... 13	1	Making Prohibited U.Turn.....	1
No Lic. Plates on rear.....	1		

TOTAL ARRESTS..... 932

CITY OF NEWBERG

DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

COMPLAINTS & INVESTIGATIONS

Assistance.....	67	Cars Repossessed.....	1
Lost Boys & Girls.....	21	Disorderly Conduct.....	23
Nuisance.....	21	Held in Jail for State Police,,,,,	25
Street Blocked.....	5	Sreet & Water Dept. Complaints.....	6
Prowlers.....	19	Reckless Driving.....	11
Car Stripping.....	2	Truancy.....	13
Petty Larceny.....	7	B & E	13
Persons in Jail for Dundee.....	32	Suspected Larceny.....	3
Gas Company Trouble.....	2	Missing Persons.....	38
Auto Accident Investigations.....	71	Grand Larceny.....	1
Accident reports sent to Salem....	702	Improper Parking.....	16
Larceny of Auto.....	7	Suspicious Auto.....	41
Driving While Drunk.....	8	Suspicious Persons.....	55
Drunk in Auto.....	3	Meters Reported out of order.....	415
Forgery.....	2	Dogs.....	106
Bad Checks.....	8	Fights.....	3
Family Trouble.....	33	Contact Persons.....	65
Miscellaneous.....	108	Lights Out.....	249
Molest.....	2	Hit & Run.....	6
Traffic Complaints.....	35	Checked Open Doors.....	26
Attempted B & E	2	P.M. Warnings.....	630
Burglary.....	3	Recovered Property.....	46
Recovered Autos.....	6	O.M.F.P.....	4
Larceny by Bailee.....	2	Vandalism.....	46
Rape.....	1	Fires & Suspected Fires.....	55
Persons found dead.....	4	Lost Property.....	58
Robbery by force.....	4	Property Stolen & Reported Stolen..	63
Fatal Accidents.....	3	Chickens & Animals Loose, Killed etc.	36
Death Investigation.....	1	Drunk & Disorderly.....	4
Suicide Attempt.....	1	Drunk Men Reported.....	4
Help With Funerals.....	23	Prisoners for Sheriff.....	12
Impounded Autos.....	15	Escort to Rose Show.....	1
Sleepers.....	37	Juvenile.....	38
Assault.....	3		
Psycho Case.....	1		
		TOTAL	3334

Parking Meter Citations	2845	Parking Meter Fines.....	\$1352.00
Parking Meters Repaired	1075	Parking Meter Collections.....	8904.50
Meters Replaced	25	General Fines.....	4585.00
		Bicycle License.....	79.00

\$14,920.50

7-B.

2-2-53

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

Feb. 2, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg:

Following is an itemized report of the Police Department activities for the
Month of January 1953:

ARRESTS

VBR	6	Drunk Driving	3
Reckless Driving	1	Hit & Run	2
Disregard Red Signal Lite.....	4	No Mtr Veh. Lic.....	1
Disregarded Stop Sign	7	No Oper. Lic.	2
Written Warnings	13	Defective Lights.....	2
Vagrancy	2	Improper Parking	2
Defective Muffler	2		
Grand Larceny	1		
Concealed Lic. Plates.....	2	TOTAL ARRESTS.....	50

COMPLAINTS & INVESTIGATIONS

Disorder	2	Vandalism.....	3
Assistance	2	Patrol requested	2
Prowlers	2	Contact	1
Larceny of Bicycle.....	1	Boys missing.....	2
Parking.....	2	Traffic	2
Fire	1	Funeral Escort	1
Dogs	8	Suspicious person	1
Truancy	1	Hiway trouble.....	2
Street Dept. Complaint	3	Water Dept.....	1
Information	1	Larceny from Auto.....	5
Street Lights out.....	20	Lost property.....	3
Suspicious Vehicles	3	Stolen Car.....	1
Drunk	1	Auto Broken into.....	1
Larceny	1	Larceny of tires & Gas.....	1
Accidents investigated.....	2	Miles traveled by police car 3719	
Parking meters out of order.....	20	Accident reports sent to Salem...	40
		Total Investigations.....	136
Parking Meter Fines.....	10.50	Parking Meter Warnings	10
P.M. Collections.....	740.00	P.M. Citations issued.....	71
General Fines.....	577.00	Meters repaired - about	150
Total	\$1327.50		

Respectfully,

Clayton J. Tomlin
Clayton J. Tomlin, Chief

7-C

2-2-53

CITY OF NEWBERG

NEWBERG, OREGON

Office of the Mayor
GEORGE H. LAYMAN

February 2, 1953

Council of the City of Newberg
Newberg
Oregon

Gentlemen:

I have appointed the following committees
to serve until January, 1955:

Police: James Rittenhouse, Larry Van Dyke, Ernest Smith

Fire: A. F. Wohlgemuth, Harry Beaty, Jerry Fisher

Health, Light

and Welfare: Harry Beaty, James Rittenhouse, Joe Yackey

Finance: Joe Yackey, Ray Buckley, A. F. Wohlgemuth

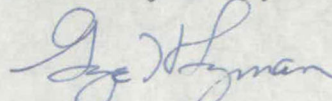
Public

Property: Ray Buckley, Jerry Fisher, Joe Yackey

Water, Streets

and Sewers: Larry Van Dyke, Ray Buckley, Ernest Smith

Yours very truly,



George H. Layman

CHL:m

7-B

3/2/53

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

March 2, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg,

Following is an itemized report of the Police Department activities for
the Month of February, 1953:

ARRESTS

V.B.R.....	10	No Mtr. Veh. Lic.....	1
Improper Parking.....	1	No Operator Lic.....	2
Disregard Stop Sign.....	5	Inadaquate Muffler.....	3
Minor in Possession of Liquor...	2	Burglary.....	2
Hit & Run.....	2	D.W.D.....	3
Illegal Parking.....	2	Escape.....	2
Violation of Light Regulation...	5		
Double Parking.....	1		
Reckless Driving.....	9		
		TOTAL ARRESTS....	50

COMPLAINTS & INVESTIGATIONS

Investigate Accident.....	2	Damaged Property.....	1
Suicide.....	1	No License on Bicycle.....	1
Larceny From Auto.....	4	Fires.....	3
Missing Person.....	1	Contact Persons.....	2
Suspicious Person.....	2	Suspicious cars.....	1
Disturbance.....	2	Articles Found.....	1
Car on Fire.....	1	Funeral Escort.....	1
Abandoned Cars.....	3	Hit & Run.....	2
Larceny of Auto.....	1	Family Trouble.....	1
Drunk Driver.....	1	Parking arrangement for Blood B...	1
Larceny.....	4	Disregard School Signs.....	1
Disorder.....	4	Suspected B&E.....	1
Vandalism.....	1	Parking.....	1
Runaway Girls.....	2	Girls Being Followed.....	2
Animals.....	2	Accident Reports sent to Salem..	41
Calls for State Police.....	6	Lights Reported Out.....	19
Meters Reported out of Order....	38	Persons Held for Dundee Police...	2
P.M. Warnings.....	44	Meters Repaired.....	21
Meters Replaced.....	16	TOTAL.....	221

Parking Meter Citations Issued.. 85
Miles Traveled by Police Car 3,704

Parking Meter Collections....\$603.14
P.M. Fines..... 60.00
General Fines..... 131.50
Bicycle Lic..... 7.00

Total..... \$801.64

Respectfully,

Clayton J. Tomlin
Clayton J. Tomlin, Chief.

7-B

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

April 2, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg, Oregon

Following is an itemized report of the Police Department activities for
the month of March, 1953:

ARRESTS

Reckless Driving.....	8	No Operators License.....	5
V.B.R.....	13	Oper. M.V. on permit w/o Lic. Pers. 1	
No Mtr. Veh. License.....	3	A.W.O.L.....	6
Illegal Parking.....	1	No Tail Lites.....	1
Disregarded Red Lite Signal.....	8	Vagrancy.....	2
Non-Support.....	1	Inadaquate Muffler.....	1
Disorderly Conduct.....	2	Excessive muffler noise.....	1
DWD.....	4	Expired M.V. License.....	1
Drunk on Street.....	5	Drunk in an Auto.....	1
No Oper. Lic. on person.....	2	Disregard Stop Sign.....	1
Minors in Possession of liquor....	3	Fortune Telling.....	1
Furnish Liquor to minors.....	1	TOTAL ARRESTS.....	72

COMPLAINTS AND INVESTIGATIONS

Calls for State Police.....	14	Water Dept.....	1
Check on vacant House.....	1	Suspicious person.....	3
Assistance.....	2	Lost Articles.....	2
Accident.....	2	Fire.....	1
Lights Out.....	1	Prowlers.....	1
Funeral Escort.....	1	Drunk.....	1
Speeding by Students.....	1	Assault.....	1
Missing Persons.....	1	Burglary.....	1
Disorder.....	2	Animal.....	2
Contact Persons.....	2	Abandoned Auto.....	1
Reckless Driving.....	1	Failure to Stop at Stop Sign.....	1
Drunk Driving Report.....	1	Found Articles.....	1
Suspicious Call.....	1	Peeping Tom.....	1
Family Trouble.....	3	Vandalism.....	1
Larceny.....	4	A.W.A.W.D.W.	1
Dogs.....	4	P.M. Warnings.....	14
Meters Replaced.....	5	Accident Reports Sent to Salem....	36
Meters Repaired.....	64	Persons held for Dundee Police....	1
P.M. Citations Issues.....	172	TOTAL.....	352
Miles Traveled on Police Car 4,491		Parking Meter Collections...\$	673.76
		P.M. Fines.....	72.50
		General Fines.....	337.00
		Bicycle Licenses.....	10.00

TOTAL...\$1093.26

Respectfully,

Clayton J. Tomlin, Chief

7-8

4/30/53

INVITATION TO BIDS

NOTICE IS HEREBY GIVEN that the Council of the City of Newberg, Yamhill County, Oregon, at a regular meeting to be held on Monday, May 4, 1953, at 7:30 o'clock p.m. Pacific Standard Time, in the Council Chambers in the City Hall of said City, will receive and consider bids for furnishing the City with one police automobile for the use of the Police Department of said City. Specifications for said vehicle and said bid are as follows:

1 - 1953 Model Tudor sedan automobile for the use of the Police Department of the City of Newberg, Oregon. Vehicle must have 6-cylinder engine and automatic transmission and a minimum horse power of 115. Vehicle must be equipped with a good quality heater satisfactory to the Chief of Police of said City. Vehicle color must be black and wheel base at least 115 inches. City of Newberg will trade in the present police automobile to the successful bidder and the value thereof shall be applied on the purchase price of the new vehicle. Bidder must state the value at which he will accept the present police automobile. New police automobile to be furnished with standard equipment except as herein specified. Delivery to be made in June, 1953, and payment will be made by the City in July, 1953. New vehicle must be equipped with first quality tires and spare satisfactory to said Chief of Police and having a 4-ply construction in a size of 6.50-15. Bidder will be required to transfer oil filter and siren from present police automobile and install same in new vehicle. Before the present police automobile is traded in, all radio and other police equipment, including but not confined to, oil filter, public address system and siren will be removed and will not go with the vehicle. Radio and public address system will be removed by the Police Department.

All bids must be in writing and must be filed with said Recorder on or before 7:30 o'clock p.m. Pacific Standard Time on Monday, May 4, 1953. Bids will be opened and considered by the Council at said regular meeting to be held immediately thereafter. The City of Newberg reserves the right to postpone making the award for a reasonable length of time and to reject any and all bids and to accept the proposal deemed best for the City.

Thomas Beatty
Recorder of the City of Newberg

First Publication; April 16, 1953.

Last Publication; April 30, 1953.

7-B

5/4/53

CITY OF NEWBERG
DEPARTMENT OF POLICE
Clayton J. Tomlin, Chief

NEWBERG, OREGON PHONE 5101

May 4, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg, Oregon,

Following is an itemized report of the Police Department activities for the
Month of April, 1953:

ARRESTS

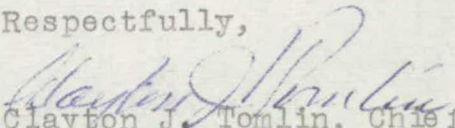
Allowing unlicensed person to drive	2	Reckless Driving	7
No Operator's License	4	No. Motor Veh. Lic.	1
V.B.R.	18	Larceny by Bailee	1
AWOL	4	D. W. D (Driving while drunk)	1
Operating Veh. without owner's consent	1	Escapes from OSP	4
Disregard stop sign	4	U-Turn on 1st St.	1
Shoplifting	1	Drunk on Street	1
No Op. Lic. on person	3	Failure to Yield to Ped.	2
Violation Lite Regulation	2	Liquor Commitment	1
Driving on wrong side of road	1	Excessive Muffler Noise	1
Erratic Driving	1	Counterfeit Money	1
			TOTAL ARRESTS <u>62</u>

COMPLAINTS AND INVESTIGATIONS

Vandalism	3	Suspicious persons	4
Contact Persons	3	Reckless Driving	2
Light Signal out of order	1	Nuisance	3
Water Dept.	1	Parking	1
Lost Article	1	Information	2
Investigation auto	1	Disregard school patrol	1
Funeral Escort	2	Took car without permission	1
Drunk	2	Family Trouble	1
Missing Persons	3	Calls for State Police	8
Dogs	21	Auto Accidents investigated	4
Fires	4	Accident reports sent to Salem	43
Larceny	7	Prisoners for Dundee	1
Lost Children	1	P. M. Citations issued	100
Animals	1	P.M. repaired	34

Miles traveled by police car 4076 TOTAL 256

Parking Meter Collections	\$840.43
Parking Meter Fines	61.50
General Fines	450.15
Bicycle Licenses	2.50
Total	<u>1354.58</u>

Respectfully,

Clayton J. Tomlin, Chief

7-6

6/1/53

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

June 1, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg, Oregon

Following is an itemized report of the Police Department activities for the
Month of June, 1953:

ARRESTS

Assault and Battery	1	Disregard Red Light Signal	2
Violation Basic Rule	9	Minors in Possession of Beer	4
No Motor Vehicle License	5	No Operator's License	12
No Operator's License on Person	1	Failure to Answer a Police Summons	1
Hit and Run	1	Disregard Stop Sign	2
Breaking Street Lights	2	Failure to dim Headlights	1
Written Warnings	2	Drunk in an auto	2
Illegal "U" Turn	1	Driving while under the Influence	
Inadequate Muffler	2	of Intoxication Liquor	1
Soliciting ride	1	Improper Parking	3
Reckless Driving	1	Allowing an Unlicensed Person to	
Violation Head & Tail Light Reg.	1	Drive	1
Drunk in a Public Place	3	Operating Vehicle on Learner's	
Failure to signal	1	Permit, no Lic. Operator Accom.	1

Total Arrests 61.

COMPLAINTS AND INVESTIGATIONS

Larceny	3	Parking	3
Traffic	6	Vandalism	4
Dog	13	Bicycle accident	1
Prowlers	1	Disorder	1
Bad Check Found	1	Bicycle found	1
Property found (Misc)	2	Contact	8
Fire	5	Suspicious auto	4
Lost Property	7	Suspicious Person	2
Funeral Escort & Traffic	4	Nuisance	2
Assistance	2	Larceny of an Auto	1
Lost children	2	Pony missing	1
Missing persons	2	Family trouble	1
Information	2	Street Department problems	2
Assault	1	Reckless Driving	1
Drunk	1	Driving while drunk	1
Bicycle stolen	1	Parking meters out of order	30
Automobile accidents investigated	3	Parking meters repaired	76
Accident reports sent to Salem	39	Parking meters replaced	6
Miles traveled by police car -4279		Total Investigations 240.	
Parking meter fines \$ 72.00		P.M. Citations, 161	
General fines 307.00		Respectfully,	
P.M. Collections 663.51		Clayton J. Tomlin, Chief.	
Total, \$1042.51			

7-B

6/1/53

CITY OF NEWBERG

DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

June 1, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg, Oregon,

Following is an itemized report of the Police Department activities for the
Month of May, 1953:

ARRESTS

Violation Basic Rule	15	Operating Motor Veh. with suspended	
Reckless Driving	6	license	2
A.W.O.L.	2	Written warnings	6
Defective Lighting	4	No Operator's License on person . .	1
No Operator's License	6	Disregard Red Signal Light	6
Violation head and tail light reg.	2	No Motor Vehicle License	6
Disregard stop sign	2	Inadequate Muffler	1
Drunk on a public highway	2	Failure to Yield R/W to Pedestrian	1
Allowing unlicensed person to drive	1	Drunkeness	1
Trespassing and Assault	1	Improper parking	1
Assault and Battery	1		
		Total arrests	67

COMPLAINTS AND INVESTIGATIONS

Medical Assistance	1	Missing persons	5
Larceny from an Auto	6	Larceny of Bicycles	3
Recovered Bicycles	2	Bad Check	1
Dogs	7	Stop and go light out of order .	2
Lost Property	2	Funeral Traffic	4
Fires	5	Assistance Sick person	1
Nuisance	2	Reckless Driving	1
Contact	6	Suspicious persons	3
Vandalism	2	Suspicious autos	2
Lost Children	2	Traffic	3
Goat running at large	1	Larceny of gun	1
Hit and Run	1	Information re accident	2
Street Lights out of order . . .	15	Parking meters out of order . . .	35
Water Department problems . . .	3	Automobile accident investigations	6
Prisoners in Jail for Dundee . .	3	Accident reports sent to Salem	43
Meters replaced	5	Miles traveled by police car	4299
Meters repaired	93	Total investigations	268
Parking meter fines	\$ 40.50	Parking Meter Citations . . .	197
General Fines	408.50		
P. M. Collections	690.83		
Total	- 1139.83		

Respectfully,

Clayton J. Tomlin, Chief

7-B

CITY OF NEWBERG

NEWBERG, OREGON

6/4/1952

CALL FOR MEETING

City of Newberg Budget Committee - 1952-53

To the Members of the Budget Committee of the City of Newberg, Oregon:

Notice is hereby given that a meeting of the Budget Committee above-named will be held at the City Council Chambers in the City Hall, Newberg, Oregon, on Wednesday, June 4, 1952, at 6:30 o'clock P. M. Oregon Standard Time (7:30 o'clock P. M. Daylight Saving Time).

Your attendance is requested.

J. C. Calver
Chairman

Due and timely service of the foregoing notice and receipt of a copy thereof is hereby acknowledged in Newberg, Oregon, on the date set opposite my signature.

Signature

Date

J. C. Calver

6/2/52

John H. Hering Jr.
Samuel H. Hering

6/2/52
6-2-52

Logan A. Douglas

6/2/52

Clarence H. Hering

6-2-52

Harold Cornell

6-3-52

Howard Mills

6/3/52

7-13

8/1/53

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

August 1, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg, Oregon

Following is an itemized report of the Police Department activities for the
Month of July, 1953:

ARRESTS

Larceny of an Auto	2	Illegal "U" Turn	2
Illegal Parking	2	No Operator's License	4
Violation Headlight Regulation	2	Violation Basic Rule	4
No Motor Vehicle License	3	Reckless Driving	1
Disregarding Red Signal Light	1	Failure to Yield R/W	1
Run-Away Girls	2	Break & Enter (Fergusons)	1
Written Warnings	12		
		Total arrests	37.

COMPLAINTS AND INVESTIGATIONS

Hit and Run	1	Missing Girls	4
Break and Enter (Rittenhouse)	1	Larceny from an auto	1
Suspicious auto	2	Traffic	3
Suspicious persons	7	Funeral traffic	4
Nuisance	6	Vandalism	5
B & E	1	Fire	7
Missing persons	5	Contact	13
Dog	9	Lost Child	1
Prowlers	3	Reckless drivers	3
Property lost	3	Meters out of order	35
Property found	4	Street Lights out	15
Drinking in an auto	1	Assistance Check store	1
Drunk driver	2	Check residences in absence of	
Person down	1	owners	4
Information shooting arrows	3	Missing persons O.K.	3
Larceny	1	Disorder	1
Animals	1	Parking	2
Insufficient funds	1	Street Dept. affairs	1
Information Car License	1	Water Department	1
Auto Accidents investigated	4	Accident reports sent to Salem	33
Miles traveled by police car 2210 (car out of service 14 days)		Parking meters repaired . about .	100
General fines	\$ 243.00	Total investigations	237
Parking meter fines	\$35.00	Parking meter citations	85
Parking Meter Collections	853.69		
Bicycle licenses	16.00		
Total	\$ 1147.69		

Respectfully submitted

Clayton J. Tomlin, Chief

7-B

9/8/53

CITY OF NEWBERG
DEPARTMENT OF POLICE
Clayton J. Tomlin, Chief

NEWBERG, OREGON PHONE 5101

September 8, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg, Oregon

Following is an itemized report of the Police Department activities for the
Month of August, 1953:

ARRESTS

No Operator's License	8	Failure to Yield to Pedestrian . . .	4
Minor Drunk in an Auto	1	Disregarding Red Signal Light . . .	1
Assault and Battery	1	Reckless Driving	1
Runaway Girls	4	Written Warnings	7
Minor in Possession of Beer	22	A W O L	1
Petty Larceny	4	Hit and Run	1
No Motor Vehicle License	2	Driving while Drunk	1
Failure to Stop	1	No Operator's License on person . .	1
Violation Basic Rule	1	Deserter from Army	1
Driving and Parking on wrong side of street	1	Larceny of an Auto	2
		Total Arrests	44

COMPLAINTS AND INVESTIGATIONS

Contact	10	Lost Children	5
Nuisance	4	Prowlers	4
Suspicious Motor Bike	1	Dogs	7
Missing Persons	10	Animals other than dogs	4
Property lost	9	Information Water Dept.	1
Property found	3	Information Street Dept.	1
Disorder	6	Vandalism	6
Suspicious persons	11	Shooting in City	1
Suspicious auto	6	Assault and Battery	2
Fire Hazard	1	Bicycles lost	2
B and E	1	Bicycles found	2
Attempted B and E	1	Abandoned Vehicle	1
Larceny from an auto	2	Traffic	7
Larceny from a truck	1	Drunk	1
Fires	9	Drunk Driving	2
Reckless Driving	3	Assistance Funeral Traffic	4
Parking (improper)	1	Accident reports sent to Salem .	42
Street Lights out of order , . . .	17	Auto accidents investigated . . .	7
Miles traveled by police car 3576		Parking meters repaired	60
General Fines \$198.00		Parking meter citations	170
Parking Meter Fines 55.00		Total investigations 255	
P. M. Collections 661.95			
\$ 914.95		Respectfully submitted,	

Clayton J. Tomlin, Chief

7-F

7/1/53- (9/30/53)

RURAL FIRES FOR QUARTER JULY 1, 1953 through SEPTEMBER 30, 1953

Date	Location of Fires	Men Reported Hall	Pay for Call	Men Attended Fire	Hrs. of Fire	Total Man Hrs. at fire	Pay for Men Att. Fire	Total Pay
7-12-53	Wahl Farm	25	\$ 12.50	7	2	14	\$ 21.00	\$ 33.50
8-1	Pulp Mill			20	1	20	30.00	30.00
8-5	1415 Portland Road			18	1	18	27.00	27.00
8-4	Sunnycrest Bridge burned			2	4	8	12.00	12.00
8-11	Assist Carlton Fire Dept. on timber fire	13	6.50	9	3	27	40.00	46.50
8-13	Brush fire under 99W bridge west approach			24	1	24	36.00	36.00
8-18	Assist Dundee Fire Dept. Grain Fire	4	2.00	12	2	24	36.00	38.00
9-4	Rex Hill-Hodapp-Grain Fire	2	1.00	14	1	14	21.00	22.00
9-15	J. P. Jungwirth-Grain Fire	2	1.00	9	2	18	27.00	28.00
9-23	Rex Hill-Grass Fire	4	2.00	10	1	10	15.00	17.00
9-25	Springbrook Dump	4	2.00	7	1	7	10.50	12.50
9-26	Springbrook Dump	2	1.00	10	1	10	15.00	16.00
9-30	Rex Howell-Springbrook	5	2.50	10	1	10	15.00	17.50
		61	\$30.50	152	21	204	\$305.50	\$336.00

7-13
10/5/53
October 5, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg, Oregon

Following is an itemized report of the Police Department activities for the
Month of September, 1953:

ARRESTS

NO Operator's License	5	Driving While Under the Influence .	3
Drunk in a Public Place	1	Failure to yield to Pedestrian . .	5
Disregard Red Signal Light	1	Violation Basic Rule	2
No Motor Vehicle License	3	Violation Headlight Regulation . .	1
Disregard Stop Sign	4	Minor in Possession of Beer . . .	3
Non Support	1	A.W.O.L.	1
Illegal Parking	2	Reckless Driving	2
No Tail Light	1	Larceny of Auto	1
Defrauding an Inn-Keeper	1	Excessive Noise	1
Drunk on Highway	1	Written Warnings	5

Total Arrests -----44.

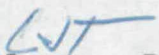
COMPLAINTS AND INVESTIGATIONS

Larceny	8	Traffic investigation	4
Assistance Funeral traffic	5	Animals	9
Miscellaneous	9	Street Lights out	15
Domestic	4	Abandoned cars	3
Articles lost	2	Stolen car	1
Property found	1	Fires	9
Runaway Girls	4	Calls for State Police	4
Disorder	2	Nuisance	10
Investigations	9	Contact persons	7
Children lost	2	Suspicious persons	7
Peeping Tom	1	Vandalism	5
Prowlers	2	Parking	4
Missing persons	2	Street Department	1
B & E	1	Suspicious Auto	3
Hit and Run	1	Drunk person	1
Obtaining Money under False Pretense	2	Auto Accidents investigated . . .	4
Miles traveled by police car 3665		Accident reports sent to Salem . .	40
		Parking meters repaired	86

General Fines	\$156.00
Parking Meter Fines	72.50
P. M. Collections	685.63
	\$914.13

Total investigations	268
Parking meter citations	228
" " Warnings	25

Respectfully,


Clayton J. Tomlin, Chief

7-K
107/53
PROJECT COST DATA

Owner CITY OF NEWBERG

Contractor KEARNEY & SHARP

Project NEWBERG WATER TREATMENT PLANT

SUMMARY OF COST

Date October 7, 1953

Estimate No. 1 For Month of September, 1953

	Amount through Last Month	Amount This Month	Total to Date
Contract Work		\$5,127.89	\$5,127.89
Extra Work			
Total		\$5,127.89	\$5,127.89
Am't. Retained		512.79	512.79
Payment Due		\$4,615.10	\$4,615.10
TOTAL GROSS COST TO DATE	\$5,127.89		

Estimate Prepared By K.T.N. Payments By Owner

Checked C.E.G.

Approved

Approved Carl E. Green

CARL E. GREEN & ASSOCIATES
Consulting Engineers
510 Henry Building
Portland 4, Oregon

Date Oct 10, 53 Check No.

Amount Paid \$4615.10

Total Paid to Date

	ITEM	PRICE	UNIT	PREVIOUS ESTIMATE		CURRENT ESTIMATE		TOTAL	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1.	Excavation, Common	\$ 1.10	cu.yd.			115	\$ 126.50	115	\$ 126.50
2.	Excavation & Backfill	1.20	cu.yd.			95	114.00	95	114.00
3.	Class "A" Concrete	83.00	cu.yd.			24	1,992.00	24	1,992.00
4.	Class "C" Concrete	19.85	cu.yd.						
5.	Concrete Blocks	421.00	1.s.						
6.	Reinforcing Steel	0.13	lb.			5,088	661.44	5,088	661.44
7.	Struc. Steel & Iron	1,649.00	1.s.						
8.	Expansion-Contr. jts.	0.70	lin.ft.						
9.	Preformed Expan. jts.	0.10	lin.ft.						
10.	Hoist	682.00	1.s.						
11.	Inst. pump & motor	134.00	1.s.						
12.	Plant Piping	2,559.00	1.s.			25%	639.75	25%	639.75
13.	Drainage Piping	1,278.00	1.s.			90%	1,150.20	90%	1,150.20
14.	12" Sewer Pipe	2.75	lin.ft.			128	352.00	128	352.00
15.	12" Sewer Pipe Wyes	19.00	ea.			3	57.00	3	57.00
16.	12" Sewer Pipe 1/8 Bends	5.00	ea.			1	5.00	1	5.00
17.	12" Sewer Pipe plugs	10.00	ea.			3	30.00	3	30.00
18.	Plumbing	890.00	1.s.						
19.	Septic Tank	242.00	1.s.						
	Sub-Total						\$5,127.89		\$5,127.89

7-8

11/2/53

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

November 2, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg, Oregon

Following is an itemized report of the Police Department activities for the
Month of October, 1953:

ARRESTS

Disregarding Stop Sign	2	Failure to Yield R/W to Pedestrian . . .	1
Runaway girls	1	Drunk on a Public Highway	3
No Operator's License	3	Disorderly Conduct	1
A.W.O.L.	4	Excessive Muffler Noise	1
Reckless Driving	5	Revocation of Suspension of Prior	
Written Warnings	7	Sentence	3
Escapee from MacLaren	1	Threatening Commission of Felony . . .	1
No Motor Vehicle License	1	Minors in Possession of beer	8
Violation Tail light Regulation . . .	1		
		Total arrests	43

COMPLAINTS AND INVESTIGATIONS

Nuisance 1 1	6	Prowlers	8
Contact	19	Parking	5
Reckless Driving	4	Dog	13
Fundral Traffic aid	5	Vicious Dog	1
Property Found	7	Other Animals	3
Family Trouble	5	Magazine Salesmen	2
Traffic	2	Suspicious persons	3
Lost Children	4	Suspicious Autos	3
Vandalism	5	Street Department	2
Fires	9	Water Department	1
Property Lost	1	Missing Boys	2
B and E	2	Missing girls	2
Larceny of Clothing	7	Pedestrian Hit	1
Larceny of Tools	1	Hit and Run	2
Larceny of Dog	1	Street Fight	1
Shooting in City	1	Family Accident . c	1
Drunk	2	D. W. D.	1
Assistance	4	Auto Accidents investigated	5
Street Lights out	15	Accident reports sent to Salem . . .	36
Miles traveled by police car 3627		Parking meters repaired	99
P.M. Collections	\$801.92	Total Investigations 291	
P.M. Fines	55.00	Parking Meter Citations 314	
General Fines	127.00	" " Warnings 65	
Total,	993.92		

Respectfully,

Clayton J. Tomlin
Clayton J. Tomlin, Chief

7-K
11/2/53

PROJECT COST DATA

Owner CITY OF NEWBERG

Contractor KEARNEY & SHARP

Project NEWBERG WATER TREATMENT PLANT

SUMMARY OF COST

Date November 2, 1953

Estimate No. 2 For Month of October, 1953

	Amount through Last Month	Amount This Month	Total to Date
Contract Work	\$ 5,127.89	\$4,836.60	\$9,964.49
Extra Work			
Total	5,127.89	4,836.60	9,964.49
Am't. Retained	512.79	483.66	996.45
Payment Due	\$4,615.10	\$4,352.94	\$8,968.04
TOTAL GROSS COST TO DATE	\$9,964.49		

Estimate Prepared By K.T.N.

Payments By Owner

Checked C.E.G.

Approved

Approved Carl E. Green

CARL E. GREEN & ASSOCIATES
Consulting Engineers
510 Henry Building
Portland 4, Oregon

Date _____ Check No. _____

Amount Paid _____

Total Paid to Date _____

	ITEM	PRICE	UNIT	PREVIOUS ESTIMATE		CURRENT ESTIMATE		TOTAL	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1.	Excavation, Common	\$ 1.10	cu.yd.	115	\$126.50			115	\$126.50
2.	Excavation & Backfill	1.20	cu.yd.	95	114.00			95	114.00
3.	Class "A" Concrete	83.00	cu.yd.	24	1,992.00	42	3,486.00	66	5,478.00
4.	Class "C" Concrete	19.85	cu.yd.						
5.	Concrete Blocks	421.00	l.s.						
6.	Reinforcing Steel	0.13	lb.	5,088	661.44	8,000	1,040.00	13,088	1,701.44
7.	Struc. Steel & Iron	1,649.00	l.s.						
8.	Expansion-Contr. jts.	0.70	lin.ft.						
9.	Preformed Expan. jts.	0.10	lin.ft.						
10.	Hoist	682.00	l.s.						
11.	Inst. pump & motor	134.00	l.s.						
12.	Plant Piping	2,559.00	l.s.	25%	639.75			25%	639.75
13.	Drainage Piping	1,278.00	l.s.	90%	1,150.20			90%	1,150.20
14.	12" Sewer Pipe	2.75	lin.ft.	128	352.00			128	352.00
15.	12" Sewer Pipe Wyes	19.00	ea.	3	57.00			3	57.00
16.	12" Sewer Pipe 1/8 Bend	5.00	ea.	1	5.00			1	5.00
17.	12" Sewer Pipe plugs	10.00	ea.	3	30.00			3	30.00
18.	Plumbing	890.00	l.s.						
19.	Septic Tank	242.00	l.s.						
	Sub-Total				\$5,127.89		\$4,526.00		\$9,653.89

7-K

11/27/53

PROJECT COST DATA

Owner CITY OF NEWBERG

Contractor KEARNEY & SHARP

Project NEWBERG WATER TREATMENT PLANT

SUMMARY OF COST

Date 11-27-53

Estimate No. 3 For Month of November, 1953

	Amount through Last Month	Amount This Month	Total to Date
Contract Work	\$ 9,964.49	\$8,259.70	\$ 18,224.19
Extra Work			
Total	9,964.49	8,259.70	18,224.19
Am't. Retained	996.45	825.97	1,822.42
Payment Due	\$ 8,968.04	\$ 7,433.73	\$16,401.77
TOTAL GROSS COST TO DATE	\$18,224.19		

Estimate Prepared By TKN Payments By Owner

Checked CEG Approved

Approved Carl E. Green

CARL E. GREEN & ASSOCIATES
Consulting Engineers
510 Henry Building
Portland 4, Oregon

Date Check No.

Amount Paid

Total Paid to Date

	ITEM	PRICE	UNIT	PREVIOUS ESTIMATE		CURRENT ESTIMATE		TOTAL	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
1.	Excavation, Common	\$ 1.10	cu.yd.	115	\$126.50			115	\$ 126.50
2.	Excavation & Backfill	1.20	cu.yd.	95	114.00			95	114.00
3.	Class "A" Concrete	83.00	cu.yd.	66	5,478.00	81	6,723.00	147	12,201.00
4.	Class "C" Concrete	19.85	cu.yd.						
5.	Concrete Blocks	421.00	l.s.						
6.	Reinforcing Steel	0.13	lb.	13,088	1,701.44	5,000	650.00	18,088	2,351.44
7.	Struc. Steel & Iron	1,649.00	l.s.			10%	164.90	10%	164.90
8.	Expansion-Contr. jts.	0.70	lin.ft.						
9.	Preformed Expan. jts.	0.10	lin.ft.						
10.	Hoist	682.00	l.s.						
11.	Inst. pump & motor	134.00	l.s.						
12.	Plant Piping	2,559.00	l.s.	25%	639.75	10%	255.90	35%	895.65
13.	Drainage Piping	1,278.00	l.s.	90%	1,150.20			90%	1,150.20
14.	12" Sewer Pipe	2.75	lin.ft.	128	352.00			128	352.00
15.	12" Sewer Pipe Wyes	19.00	ea.	3	57.00			3	57.00
16.	12" Sewer Pipe 1/8 Bend	5.00	ea.	1	5.00			1	5.00
17.	12" Sewer Pipe plugs	10.00	ea.	3	30.00			3	30.00
18.	Plumbing	890.00	l.s.						
19.	Septic Tank	242.00	l.s.						
	Sub-Total				\$9,653.89		\$7,793.80		\$17,447.69

7-B

12/7/53

CITY OF NEWBERG
DEPARTMENT OF POLICE
Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

December 7, 1953

To the Honorable Mayor and
Members of the City Council of the
City of Newberg, Oregon

Following is an itemized report of the Police Department activities for the Month of
November, 1953:

ARRESTS

Failure to stop for red light	2	Warnings	8
No Operator's License	4	Drunk in an auto	1
Larceny	1	Drunk on a Public Highway	3
Violation Basic Rule	1	Drinking in an Auto	1
Disorderly Conduct	1	Driving While Drunk	2
Inadequate Muffler	1	Drunk and Disorderly	1
Reckless Driving	1	Driving while under the Influence	2
Failure to Yield to Pedestrian	2	Larceny of an auto	2
Vagrancy	1	A.W.O.L.	2

Total Arrests ~~36~~ 34

COMPLAINTS AND INVESTIGATIONS

Vandalism	3	Hit and Run	1
Missing Persons	2	Suspicious persons	2
Runaway girls	3	Suspicious Autos	3
Lost Property	3	Obtaining Money under False Pretense	1
Property found	5	Suspected Larceny of Billfold	1
Funeral Traffic	4	Truancy	3
Contact	10	Blocking driveway	2
Disorder	9	Traffic	6
Prowlers	6	Dogs	13
Parking	4	Street Lights out	18
Reckless Driving	1	Assistance	5
Nuisance	5	Shooting in City	2
Loose horse	1	Hole in Highway	1
Larceny from Service Station	1	Larceny from a Store	1
Larceny from an Auto	1	Drunk	2
Larceny of mail . (J)	1	Meters out of order	25
Miscellaneous investigations	6	Auto Accidents Investigated	4
Prisoners for Dundee and State	5	Accident reports sent to Salem	39
Miles traveled by Police Car 3021		Parking meters repaired	47
P. M. Collections \$588.30		Total Investigations 246	
P. M. Fines 49.00		Parking Meter Citations 84	
General Fines 265.00		Parking Meter Warnings 12	
Total \$902.30			

Respectfully,
Clayton J. Tomlin
Clayton J. Tomlin, Chief.

Bills for January 1953

Anderson Hardware	12.86
Associated Oil Company	207.18
The Book Store	.60
Consolidated Supply Company	9.39
Director, Road Building Conference	4.00
Ray Grimshaw	11.42
Gibbs Electric Company	9.20
Heaters Repair Shop	53.17
Homes Appliance & Paint Co.	1.36
Howard Cooper Corporation	300.00
Zimri Ellis	30.00
Crane Direct Mail Service	12.00
Imperial Products Co.	16.86
Inloes Motors	9.80
Staff Jennings, Inc.	126.30
Johnson & Hedman	20.21
Keizur Shoes	15.95
Magneto & Specialty Shop	11.01
Miller Meters, Inc.	210.87
Mercer Steel Co., Inc.	333.53
W. J. McCready Lumber Co.	50.19
Nickells Automotive	22.62
Newberg Printing Company	18.75
Newberg Heating Oil Co.	21.52
Newbeerg Graphic	138.09
The Neep Equipment Co.	14.78
Newberg Fire Department	9.70
Newberg Auto Freight	11.63
Newberg Lumber Yard	1142.62
Oregon News Company	128.00
Portland Genreal Electric Co.	877.28
Portland Gas & Coke Co.	17.44
Martin Redding	199.94
Renne Hardware	1.50
Sandager Shell Service	5.73
Standard Pool Cleaner Co.	5.04
Stovall Machine Shop	11.20
Tilse Pontiac, Inc.	7.50
Utilities Supply Co.	41.50
Valley Petroleum Co	36.28
Wallaces	7.08
Waterworks Sup plies Co.	16.85
Walter Weissert	144.45
John Wanner	112.10
West Coast Telephone Co.	73.20
Wrights Grill	8.90
Petty Cash	9.54

4529.14

Frank Haman
Raymond Sackby

80

1/2/53

OATH OF OFFICE

STATE OF OREGON)
County of Yamhill) ss.
City of Newberg)

I, James Rittenhouse, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of of the City of Newberg during my continuance in said office, so help me God.

James Rittenhouse
Subscribed and sworn to before me this 2 day of January, 1953

Thomas Beatty
City Recorder

8-0

1/2/53

OATH OF OFFICE

STATE OF OREGON)
County of Yamhill) ss.
City of Newberg)

I, George W. Lyman, do solemnly swear that I will
support the constitution of the United States, and of the State of Oregon,
and that I will, to the best of my ability, faithfully perform the duties of
Mayor - of the City of Newberg during my continuance in
said office, so help me God.

George W. Lyman
Subscribed and sworn to before me this 2 day of January, 1953.

Thomas Beatty
City Recorder

8-0

1/2/53

OATH OF OFFICE

STATE OF OREGON }
County of Yamhill } ss.
City of Newberg }

I, Harry Beaty, do solemnly swear that I will
support the constitution of the United States, and of the State of Oregon,
and that I will, to the best of my ability, faithfully perform the duties of
Councilman of the City of Newberg during my continuance in
said office, so help me God.

Harry Beaty
Subscribed and sworn to before me this 2 day of January, 1952.

Thomas Beaty
City Recorder

8-0

1/2/53

OATH OF OFFICE

STATE OF OREGON)
County of Yamhill }
City of Newberg) ss.

I, Jerry Fisher, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of Councilman of the City of Newberg during my continuance in said office, so help me God.

Subscribed and sworn to before me this 20 day of January, 1953.

Jerry Fisher
Thomas Beaty
City Recorder

8-0

1/2/53

OATH OF OFFICE

STATE OF OREGON }
County of Yamhill } ss.
City of Newberg }

I, Ray Buckley, do solemnly swear that I will
support the constitution of the United States, and of the State of Oregon,
and that I will, to the best of my ability, faithfully perform the duties of
Councilman of the City of Newberg during my continuance in
said office, so help me God.

Raymond Buckley
Subscribed and sworn to before me this 2 day of January, 1952.

Thomas Beatty
City Recorder

8-c

CITY OF NEWBERG

1/5/53

NEWBERG, OREGON

January 5, 1953

Council of the City of Newberg
Newberg
Oregon

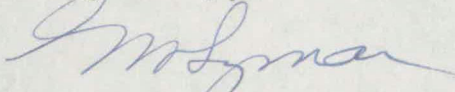
Gentlemen:

In accord with Chapter III, Section 12,
Charter of the City of Newberg, I hereby ^{re}-appoint
the following officers to serve without definite
term at the pleasure of the mayor and council:

Recorder,	Tom Beaty
Treasurer,	Russell Gainer
Chief of Police,	Clayton Tomlin
Fire Chief,	Zim Ellis
Superintendent of	
Public Works,	Weller Probasco
Municipal Judge,	R. L. Cooke
Building Inspector,	Oscar Bakken
Health Officer,	Dr. F. T. Wilcox
<i>City Attorney</i>	<i>Herbert Swift</i>

The foregoing appointments are subject
to council approval.

Yours very truly,


George H. Layman, Mayor

GHL:m

8-C

1-5-53

CITY OF NEWBERG

NEWBERG, OREGON

January 5, 1953

Honorable Mayor,
and City Council Members:

It is my wish to continue as Superintendent of Public Works for the City of Newberg, and I hereby seek the appointment for the ensuing term.

Yours very truly,

Weller Probasco

8-0

CITY OF NEWBERG

1-5-53

NEWBERG, OREGON

January 5, 1953

Honorable Mayor,
and City Council Members:

It is my wish to continue in my present position as City Recorder, and herewith seek the appointment for the ensuing term.

Yours very truly,

Thomas Beatty

8-0

1/6/53

OATH OF OFFICE

STATE OF OREGON }
County of Yamhill } ss.
City of Newberg }

I, Oscar Bakken, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of Building Official of the City of Newberg during my continuance in said office, so help me God.

Oscar Bakken

Subscribed and sworn to before me this 6 day of January, 1953.

Thomas Beaty
City Recorder

8-0

1/6/53

OATH OF OFFICE

STATE OF OREGON }
County of Yamhill } ss.
City of Newberg }

I, Herbert Swift, do solemnly swear that I will
support the constitution of the United States, and of the State of Oregon,
and that I will, to the best of my ability, faithfully perform the duties of
City Attorney of the City of Newberg during my continuance in
said office, so help me God.

Herbert Swift

Subscribed and sworn to before me this 6 day of January, 1953.

Thomas Beatty
City Recorder

4-0

1/6/53

OATH OF OFFICE

STATE OF OREGON
County of Yamhill
City of Newberg

} ss.

I, Clayton J. Jordan, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of Police Chief of the City of Newberg during my continuance in said office, so help me God.

Clayton Jordan

Subscribed and sworn to before me this 6 day of January, 1953.

Thomas Besty
City Recorder

8-0

1/6/53

OATH OF OFFICE

STATE OF OREGON)
County of Yamhill) ss.
City of Newberg)

I, G. Weller Probasco, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of Supt. of Public Works of the City of Newberg during my continuance in said office, so help me God.

G. Weller Probasco

Subscribed and sworn to before me this 6 day of January, 1953.

Thomas Beatty
City Recorder

8-0

1/6/53

OATH OF OFFICE

STATE OF OREGON
County of Yamhill
City of Newberg

} ss.

I, R. L. Cooke, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of Municipal Judge of the City of Newberg during my continuance in said office, so help me God.

Raphael L Cooke

Subscribed and sworn to before me this 6 day of January, 1953.

Thomas Beatty
City Recorder

8-0

11/6/53

OATH OF OFFICE

STATE OF OREGON)
County of Yamhill) ss.
City of Newberg)

I, Ernest J. Smith, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of Councilman of the City of Newberg during my continuance in said office, so help me God.

Ernest J. Smith
Subscribed and sworn to before me this 6 day of January, 1953.

Thomas Beatty
City Recorder

8-0

11/7/53

OATH OF OFFICE

STATE OF OREGON)
County of Yamhill) ss.
City of Newberg)

I, Russel Gainer, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of Treasurer of the City of Newberg during my continuance in said office, so help me God.

Russel Gainer
Subscribed and sworn to before me this 7 day of Jan, 1953.

Thomas Beatty
City Recorder

INVITATION TO BIDS

NOTICE IS HEREBY GIVEN that the Council of the City of Newberg, Yamhill County, Oregon, at a regular meeting to be held on Monday, January 5, 1953, at 7:30 o'clock p. m., Pacific Standard Time, in the Council Chambers of the City Hall of said City, will receive and consider bids for furnishing the materials and labor for resurfacing the floors of the various offices and hallways on the main floor of the City Hall of said City. Specifications for such resurfacing are as follows:

Contractor to prepare and sand floors, furnish and install 15 pound deadening felt and furnish and install "C" grade asphalt tile on all floors in the following rooms, hallways, and offices on the main floor of the City Hall of the City of Newberg at First and Howard Streets, to-wit:

Council Chambers including hospital office; Recorder's office and small office adjoining same on the South; both offices occupied by Raphael L. Cooke, Attorney at Law; and also the toilet and police photo lab and also all hallways.

Bidders to furnish separate bids for Council Chamber and hospital office only.

All phases and parts of the work shall be done in a good and workmanlike manner satisfactory to the Superintendent of Public Works of the City of Newberg. Color of tile to be selected by said Superintendent of Public Works from colors or samples furnished by contractor. Bidder to specify dates of commencement and completion of performance.

All bids must be in writing and must be filed with the City Recorder of said City at the City Hall in said City on or before 7:30 o'clock p. m., Pacific Standard Time, on Monday, January 5, 1953. Bids will be opened and considered by the Council at said regular meeting to be held immediately thereafter. The City of Newberg reserves the right to postpone making the award for a reasonable length of time and to reject any and all bids and to accept the proposal deemed best for the city.

THOMAS BEATY,
Recorder of the City of Newberg.
First publication, Dec. 4, 1952.
Last publication, Dec. 18, 1952.

AFFIDAVIT OF PUBLICATION

STATE OF OREGON, COUNTY OF YAMHILL—ss.

I, King Cady

being first duly sworn, depose and say that I am the publisher of the Newberg Graphic, a newspaper of general circulation, as defined by Secs. 1-509, 1-5-10, Oregon Code; printed and published at Newberg in the aforesaid county and state; that the

Invitation to Bids

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for three (3) successive and consecutive

weeks in the following issues:

Dec. 4, Dec. 11 and Dec. 18,

1952.


Publisher.

Subscribed and sworn to before me this

9th day of

January, 1953

Janis E. Lander
Notary Public for Oregon.

(My Commission expires Jan 7, 1956)

9-9.

1/13/53

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT

E. V. BURNS
DISTRICT MANAGER

G. H. MOORE

C. G. WOOD
ASSISTANT DISTRICT MANAGERS

F. J. WAYMIRE
ASSISTANT TO THE DISTRICT MANAGER

PORTLAND 7, OREGON

OFFICE
10TH FLOOR PACIFIC BLDG.
520 S. W. YAMHILL STREET
P. O. BOX 950
TELEPHONE BEACON 4161

January 13, 1953

City of Newberg
Newberg, Oregon

Gentlemen:

Reference is made to your invitation for bids to be opened February 2, 1953 at 7:30 P. M., covering your requirements of gasoline for the ensuing twelve months.

After carefully considering our stock position and ability to supply your requirements, we find that we are unable to submit a proposal.

Although unable to make an offer in this instance, we appreciate your invitation and hope that you will continue to so favor us when future bid invitations are issued.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

E. V. BURNS
District Manager

By

J. E. Daeneka

JED:fe

9-9
1/29/53
Union Oil Company of California

1655 SILVERTON ROAD  SALEM, OREGON

OFFICE OF THE
DISTRICT SALES MANAGER

January 29, 1953.

City of Newberg,
Newberg, Oregon.

Attention: Thomas Beaty, Recorder.

Re: GASOLINE BID FOR 1953 REQUIREMENTS
BID OPENING 2/2/53 - 7:30 PM

Gentlemen:

As requested in your January-9 letter, we are pleased to offer herewith attached contract under the terms of which we offer to supply your gasoline requirements for the coming year. Our bid offer is subject to your acceptance within 30 days of date of bid opening.

We appreciate this opportunity of bidding. If our bid offer is accepted, please sign and return all copies of contract and executed copy will be returned for your records.

Yours truly,

W. S. Christopher
District Sales Manager.

JS/S

Encl.

UNION OIL COMPANY OF CALIFORNIA PRODUCTS CONTRACT

THIS CONTRACT, made January 29, 1953, between UNION OIL COMPANY OF CALIFORNIA, hereinafter called UNION, and CITY OF NEWBERG, hereinafter called BUYER;
NEWBERG, OREGON

WITNESSETH:

1. TERM AND QUANTITY: Union agrees to sell and deliver and Buyer agrees to purchase and receive from Union during the period beginning February 1, 1953, and ending January 31, 1954,

such quantities of petroleum products specified herein as Buyer may order for use at Buyer's plant at Newberg, Oregon, but in no event less than the minimum quantities specified, and not to exceed, except at Union's option, the maximum quantities specified. The products purchased hereunder shall not be resold, or otherwise disposed of by Buyer.

PRODUCTS	UNIT	MINIMUM (Per Contract Year)	MAXIMUM
7600 Gasoline and/or 76 Gasoline	gallons	8,000	12,000

2. GRADE: Products shall be Union's regular commercial grades generally offered to Union's customers for similar use and sale at a time and place of delivery. Union reserves the right to change or discontinue, from time to time, any such brands or grades.

3. PRICE: Buyer shall pay Union for each delivery Union's applicable list price as posted by Union at time and for the place and for the ~~quantity delivered~~ quantity delivered by tank wagon, less a discount of \$.005 per gallon.

For your information, our prices today f.o.b. Newberg, Oregon, based on the discount offered, and including State and excluding Federal taxes, are as follows:

	<u>Minimum Delivery 400 gallons</u>
7600 Gasoline	\$.234 per gallon
76 "	.209 " "

(See Paragraph 11 for quantity delivery differentials).

THE PROVISIONS OF PARAGRAPHS NUMBERED 4 TO 11, INCLUSIVE, ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

UNION OIL COMPANY OF CALIFORNIA

CITY OF NEWBERG

BUYER

By.....

By.....

4. DELIVERY: Union shall deliver said products on Buyer's order by **transport truck or tank truck,**
at Union's option,
F.O.B. Buyer's receiving facilities **Newberg, Oregon.**

Union shall make deliveries with reasonable promptness upon receipt of order, but will not be required to make deliveries outside of business hours or on Sundays or holidays. Deliveries to be in fairly even monthly quantities, provided, however, that Union shall have the option of making deliveries at its convenience and keeping Buyer's storage filled to capacity. When delivery is made in iron barrels, iron barrels remain property of Union.

5. PAYMENT: The purchase price of products delivered hereunder shall be paid in lawful money of the United States, without discount, at time of delivery. Upon Union's prior approval, which it may withdraw at any time, payment for deliveries in any calendar month shall be made by Buyer on or before the tenth day of the month next succeeding. If Buyer shall fail to make any payment when due, such failure shall, at Union's option, be deemed a breach of the entire contract and Union may suspend deliveries hereunder until such payment has been made or may terminate this contract. Nothing herein contained shall limit the remedies of Union in the event of a breach.

6. TAXES: The amount of any tax, excise or charge now or hereafter imposed on Union by any Governmental authority upon, incident to, or as a result of the manufacture, storage, withdrawal from storage, transportation, distribution, sale or handling of the products delivered hereunder or measured by the proceeds of such distribution or sale shall, unless it is specified herein that such tax is included in the prices stated, be added thereto and be paid on demand by Buyer to Union.

7. LIABILITIES: The obligations of the parties hereunder shall be suspended and excused:

- (a) if Buyer is prevented from or delayed in taking deliveries hereunder; or
- (b) if Union is prevented from or delayed in producing, manufacturing, transporting or delivering in its normal manner any product or products hereunder or the materials from which such product or products are manufactured or if its costs of performance are abnormally increased;

because of acts of God, earthquake, fire, flood or the elements, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war; compliance with any directive, order or regulation of any governmental authority or representative thereof acting under claim or color of authority; loss or shortage of products deliverable hereunder or of any part of Union's own or customary transportation or delivery facilities, or for any reason beyond Union's or Buyer's reasonable control, whether or not similar to the foregoing. Whenever such causes in Union's judgment require the restriction of deliveries, Union reserves the right in its discretion to restrict deliveries to Buyer without liability, whether or not delivering to others.

8. BREACH OF CONTRACT: Time is of the essence hereof. In the event of a breach of any of the provisions of this contract, it may be forthwith terminated at the option of the party not in default. The waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach of the same or other provisions hereof.

9. ENTIRE CONTRACT: This contract shall terminate and supersede, as of the commencement date hereof, all prior contracts between the parties hereto covering the sale and delivery of said products for the use and sale herein specified. This contract covers the entire agreement of the parties, and no employee, agent or representative of Union has authority to change or modify its terms, and there are no inducements, promises, representations or warranties affecting it.

10. ASSIGNMENT: This contract shall not be assignable by Buyer or by operation of law without Union's prior written consent, but otherwise shall be binding upon and shall inure to the benefit of the parties, their representatives, successors and assigns.

11. For delivery in quantities other than 400 gallons minimum, add the following differentials to the 400-gallon price:

<u>Spot Delivery</u>	<u>Add</u>
40 to 199 gallons	\$.01 per gallon
200 to 399 "	.005 " "

UNION OIL COMPANY OF CALIFORNIA PRODUCTS CONTRACT

THIS CONTRACT, made **January 29**, 195**3**, between UNION OIL COMPANY OF CALIFORNIA, hereinafter called UNION, and **CITY OF NEWBERG**, hereinafter called BUYER;
NEWBERG, OREGON

WITNESSETH:

1. TERM AND QUANTITY: Union agrees to sell and deliver and Buyer agrees to purchase and receive from Union during the period beginning **February 1**, 195**3**, and ending **January 31**, 195**4**,

such quantities of petroleum products specified herein as Buyer may order for use at Buyer's plant at **Newberg, Oregon**, but in no event less than the minimum quantities specified, and not to exceed, except at Union's option, the maximum quantities specified. The products purchased hereunder shall not be resold, or otherwise disposed of by Buyer.

PRODUCTS	UNIT	MINIMUM (Per Contract Year)	MAXIMUM
7600 Gasoline and/or 76 Gasoline	gallons	8,000	12,000

2. GRADE: Products shall be Union's regular commercial grades generally offered to Union's customers for similar use and sale at a time and place of delivery. Union reserves the right to change or discontinue, from time to time, any such brands or grades.

3. PRICE: Buyer shall pay Union for each delivery Union's applicable list price as posted by Union at time and for the place and for the ~~quantity delivered by tank wagon, less a discount of \$.005 per~~ quantity delivered by tank wagon, less a discount of \$.005 per gallon.

For your information, our prices today f.o.b. Newberg, Oregon, based on the discount offered, and including state and excluding Federal taxes, are as follows:

	<u>Minimum Delivery 400 gallons</u>
7600 Gasoline	\$.234 per gallon
76 "	.209 " "

(See Paragraph 11 for quantity delivery differentials).

THE PROVISIONS OF PARAGRAPHS NUMBERED **4** TO **11**, INCLUSIVE, ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

UNION OIL COMPANY OF CALIFORNIA

CITY OF NEWBERG
BUYER

By.....

By.....

4. DELIVERY: Union shall deliver said products on Buyer's order by transport truck or tank truck,
at Union's option,
F.O.B. Buyer's receiving facilities Newberg, Oregon.

Union shall make deliveries, with reasonable promptness upon receipt of order, but will not be required to make deliveries outside of business hours or on Sundays or holidays. Deliveries to be in fairly even monthly quantities, provided, however, that Union shall have the option of making deliveries at its convenience and keeping Buyer's storage filled to capacity. When delivery is made in iron barrels, iron barrels remain property of Union.

5. PAYMENT: The purchase price of products delivered hereunder shall be paid in lawful money of the United States, without discount, at time of delivery. Upon Union's prior approval, which it may withdraw at any time, payment for deliveries in any calendar month shall be made by Buyer on or before the tenth day of the month next succeeding. If Buyer shall fail to make any payment when due, such failure shall, at Union's option, be deemed a breach of the entire contract and Union may suspend deliveries hereunder until such payment has been made or may terminate this contract. Nothing herein contained shall limit the remedies of Union in the event of a breach.

6. TAXES: The amount of any tax, excise or charge now or hereafter imposed on Union by any Governmental authority upon, incident to, or as a result of the manufacture, storage, withdrawal from storage, transportation, distribution, sale or handling of the products delivered hereunder or measured by the proceeds of such distribution or sale shall, unless it is specified herein that such tax is included in the prices stated, be added thereto and be paid on demand by Buyer to Union.

7. LIABILITIES: The obligations of the parties hereunder shall be suspended and excused:

- (a) if Buyer is prevented from or delayed in taking deliveries hereunder; or
- (b) if Union is prevented from or delayed in producing, manufacturing, transporting or delivering in its normal manner any product or products hereunder or the materials from which such product or products are manufactured or if its costs of performance are abnormally increased;

because of acts of God, earthquake, fire, flood or the elements, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war; compliance with any directive, order or regulation of any governmental authority or representative thereof acting under claim or color of authority; loss or shortage of products deliverable hereunder or of any part of Union's own or customary transportation or delivery facilities, or for any reason beyond Union's or Buyer's reasonable control, whether or not similar to the foregoing. Whenever such causes in Union's judgment require the restriction of deliveries, Union reserves the right in its discretion to restrict deliveries to Buyer without liability, whether or not delivering to others.

8. BREACH OF CONTRACT: Time is of the essence hereof. In the event of a breach of any of the provisions of this contract, it may be forthwith terminated at the option of the party not in default. The waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach of the same or other provisions hereof.

9. ENTIRE CONTRACT: This contract shall terminate and supersede, as of the commencement date hereof, all prior contracts between the parties hereto covering the sale and delivery of said products for the use and sale herein specified. This contract covers the entire agreement of the parties, and no employee, agent or representative of Union has authority to change or modify its terms, and there are no inducements, promises, representations or warranties affecting it.

10. ASSIGNMENT: This contract shall not be assignable by Buyer or by operation of law without Union's prior written consent, but otherwise shall be binding upon and shall inure to the benefit of the parties, their representatives, successors and assigns.

11. For delivery in quantities other than 400 gallons minimum, add the following differentials to the 400-gallon price:

<u>Spot Delivery</u>
40 to 199 gallons
200 to 399 "

<u>Add</u>
\$.01 per gallon
.005 " "

UNION OIL COMPANY OF CALIFORNIA PRODUCTS CONTRACT

THIS CONTRACT, made January 29, 1953, between UNION OIL COMPANY OF CALIFORNIA, hereinafter called UNION, and CITY OF NEWBERG, hereinafter called BUYER;

NEWBERG, OREGON

WITNESSETH:

1. TERM AND QUANTITY: Union agrees to sell and deliver and Buyer agrees to purchase and receive from Union during the period beginning February 1, 1953, and ending January 31, 1954,

such quantities of petroleum products specified herein as Buyer may order for use at Buyer's plant at Newberg, Oregon, but in no event less than the minimum quantities specified, and not to exceed, except at Union's option, the maximum quantities specified. The products purchased hereunder shall not be resold, or otherwise disposed of by Buyer.

PRODUCTS	UNIT	MINIMUM (Per Contract Year)	MAXIMUM
7600 Gasoline and/or 76 Gasoline	gallons	8,000	12,000

2. GRADE: Products shall be Union's regular commercial grades generally offered to Union's customers for similar use and sale at a time and place of delivery. Union reserves the right to change or discontinue, from time to time, any such brands or grades.

3. PRICE: Buyer shall pay Union for each delivery Union's applicable list price as posted by Union at time and for the place and for the same method of delivery quantity delivered by tank wagon, less a discount of \$.005 per gallon.

For your information, our prices today f.o.b. Newberg, Oregon, based on the discount offered, and including state and excluding Federal taxes, are as follows:

	<u>Minimum Delivery 400 gallons</u>
7600 Gasoline	\$.234 per gallon
76 "	.209 " " "

(See Paragraph 11 for quantity delivery differentials).

THE PROVISIONS OF PARAGRAPHS NUMBERED 4 TO 11, INCLUSIVE, ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

UNION OIL COMPANY OF CALIFORNIA

CITY OF NEWBERG

BUYER

By.....

By.....

4. DELIVERY: Union shall deliver said products on Buyer's order by **transport truck or tank truck,**
at Union's option,
F.O.B. Buyer's receiving facilities **Newberg, Oregon.**

Union shall make deliveries with reasonable promptness upon receipt of order, but will not be required to make deliveries outside of business hours or on Sundays or holidays. Deliveries to be in fairly even monthly quantities, provided, however, that Union shall have the option of making deliveries at its convenience and keeping Buyer's storage filled to capacity. When delivery is made in iron barrels, iron barrels remain property of Union.

5. PAYMENT: The purchase price of products delivered hereunder shall be paid in lawful money of the United States, without discount, at time of delivery. Upon Union's prior approval, which it may withdraw at any time, payment for deliveries in any calendar month shall be made by Buyer on or before the tenth day of the month next succeeding. If Buyer shall fail to make any payment when due, such failure shall, at Union's option, be deemed a breach of the entire contract and Union may suspend deliveries hereunder until such payment has been made or may terminate this contract. Nothing herein contained shall limit the remedies of Union in the event of a breach.

6. TAXES: The amount of any tax, excise or charge now or hereafter imposed on Union by any Governmental authority upon, incident to, or as a result of the manufacture, storage, withdrawal from storage, transportation, distribution, sale or handling of the products delivered hereunder or measured by the proceeds of such distribution or sale shall, unless it is specified herein that such tax is included in the prices stated, be added thereto and be paid on demand by Buyer to Union.

7. LIABILITIES: The obligations of the parties hereunder shall be suspended and excused:

- (a) if Buyer is prevented from or delayed in taking deliveries hereunder; or
- (b) if Union is prevented from or delayed in producing, manufacturing, transporting or delivering in its normal manner any product or products hereunder or the materials from which such product or products are manufactured or if its costs of performance are abnormally increased;

because of acts of God, earthquake, fire, flood or the elements, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war; compliance with any directive, order or regulation of any governmental authority or representative thereof acting under claim or color of authority; loss or shortage of products deliverable hereunder or of any part of Union's own or customary transportation or delivery facilities, or for any reason beyond Union's or Buyer's reasonable control, whether or not similar to the foregoing. Whenever such causes in Union's judgment require the restriction of deliveries, Union reserves the right in its discretion to restrict deliveries to Buyer without liability, whether or not delivering to others.

8. BREACH OF CONTRACT: Time is of the essence hereof. In the event of a breach of any of the provisions of this contract, it may be forthwith terminated at the option of the party not in default. The waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach of the same or other provisions hereof.

9. ENTIRE CONTRACT: This contract shall terminate and supersede, as of the commencement date hereof, all prior contracts between the parties hereto covering the sale and delivery of said products for the use and sale herein specified. This contract covers the entire agreement of the parties, and no employee, agent or representative of Union has authority to change or modify its terms, and there are no inducements, promises, representations or warranties affecting it.

10. ASSIGNMENT: This contract shall not be assignable by Buyer or by operation of law without Union's prior written consent, but otherwise shall be binding upon and shall inure to the benefit of the parties, their representatives, successors and assigns.

11. For delivery in quantities other than 400 gallons minimum, add the following differentials to the 400-gallon price:

<u>Spot Delivery</u>	<u>Add</u>
40 to 199 gallons	\$.01 per gallon
200 to 399 "	.005 " "

1/29/53



SIGNAL OIL COMPANY

GENERAL OFFICES, 811 WEST SEVENTH STREET

BOX 5840 METROPOLITAN STATION

LOS ANGELES 55, CALIFORNIA

January 29, 1953

BID No. 149

City of Newberg
Newberg, Oregon

Attention: Thomas Beaty, Recorder.

Gentlemen:

SIGNAL OIL COMPANY, a division of Standard Oil Company of California, a corporation, hereinafter referred to as "Seller", offers to supply your requirements of gasoline, estimated at 10,000 gallons, with its regular commercial brands of gasoline during the period commencing February 12, 1953 and ending February 11, 1954.

Deliveries hereunder shall be made by tank truck or truck and trailer, as ordered by you, in fairly even monthly quantities, at the following prices:

The price which you shall pay Seller for deliveries of gasoline hereunder shall be Seller's posted tank truck price, excluding Federal Tax and including State Motor Vehicle Fuel Tax, in effect at time and place of delivery for the brand and size of delivery involved, less a discount of \$.005 per gallon.

Indicated below, for your information only, are Seller's prices computed as above for deliveries hereunder as of the date hereof for the type and size of delivery, point of delivery, and brand of gasoline involved; subject to change at any time:

Type and Size of Delivery	Point of Delivery	Current Prices - Per Gallon	
		Ex Federal and Including State MVF Tax	
		<u>SIGNAL ETHYL GASOLINE</u>	<u>SIGNAL GASOLINE</u>
Truck and Trailer (Full Capacity)		NOT APPLICABLE	
Tank Truck (400 Gallons and Over)	Newberg, Oregon	\$.229	\$.209

Tank Truck (Under
400 Gallons)

Add to the above "400 Gallons and Over" price \$.005 per gallon for single deliveries of from 200 to 399 gallons, and \$.01 per gallon for single deliveries of from 40 to 199 gallons.

GENERAL PROVISIONS

All prices offered herein have been quoted excluding Federal Tax, in the event such tax is applicable to the particular product. However, you are entitled to such price only in the event you furnish Seller duly executed tax exemption certificates in a form satisfactory to Seller.

Terms shall be net cash at time of delivery, except at Seller's option. If at any time you shall fail to make any payment due hereunder, such failure shall, at Seller's option, be deemed by Seller to be a breach of the entire contract, and Seller may suspend deliveries until such payment has been made or may terminate this contract. No such suspension or termination shall, however, affect any obligation you may have hereunder.

Any tax, duty, toll, fee, impost, charge or other exaction, or the amount equivalent thereto, now or hereafter imposed, levied or assessed by any governmental authority upon, measured by, incident to or as a result of the transaction herein provided for or the transportation, production, manufacture, use or ownership of the goods the subject matter of this agreement, shall, if collectible or payable by Seller, be paid by you on demand by Seller. Any such payments shall be in addition to the prices otherwise herein provided for, including maximum prices.

There shall be no obligation to deliver or to receive or use the said products when and while, and to the extent that, the receiving or using or manufacturing or making deliveries in the customary manner are prevented or hindered by act of God, fire, riot, labor disturbances, accident, war, acts of any government (whether foreign or domestic, federal, state, county or municipal), partial or total interruption or loss or shortage of transportation facilities or supplies, shortage of products deliverable hereunder due to shortage in the supply of available crude oil or natural gas, curtailment of business, or by other causes beyond the control of the parties, whether similar to the causes hereinbefore specified or not.

In the event of any breach of any clause of this agreement, Seller, at its option, may terminate this agreement forthwith. The waiver by Seller of any breach of any provision hereof by you shall not be deemed to be a waiver of the breach of any other provision or provisions hereof by you, or of any subsequent or continuing breach of such provision or provisions.

This offer shall, as of the commencement date of any agreement resulting from acceptance of this offer by you, cancel and supersede all prior contracts, if any, between you and Seller for the purchase and sale of the products named for use at the point or points mentioned, and shall cancel and supersede all other arrangements or understandings with regard to prices or differentials, or relating to credits, bonuses, or concessions to be paid or made by Seller in connection with the purchase and sale of said products for use thereat.

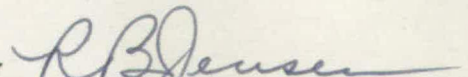
This offer is made subject to your acceptance within thirty (30) days from date hereof. If not accepted, it shall automatically terminate and be of no further force or effect.

Yours very truly,

SIGNAL OIL COMPANY

ACCEPTED:

By


Contract Agent

By

8-P

1/29/53

PEARSON & KNOWLES

511-15 First St. • Telephone 1121

NEWBERG, OREGON

STUDEBAKER



Cars and Trucks

January 29, 1953

Newberg City Council
Newberg, Oregon

Gentlemen:

I would like to request your permission to hang a sign 20 X 3½ feet across First Street in the approximate middle of the 500 block. This banner would be hung in such a manner so as not to interfere with traffic in any way; and would be so displayed for a period not to exceed two weeks, commencing 19 January, 1953. The banner would exploit the introductory showing of our 1953 Studebakers. I understand that there are no existing ordinances against such method of advertising, and would greatly appreciate your approval of my request.

I would also like to take this opportunity to invite each of you gentlemen to a special preview of the New American Car With The European Look to be held on January 18, two days before the public showing, as we value your opinions highly and earnestly solicit those opinions on our new car. I shall personally contact you when we have found a suitable site for the preview.

Very truly yours,

Cameron R. Pearson

Bills for February 1953

Anderson Machinery Co. 7.75
 Associated Oil Co. 208.52
 Anderson Hardware 21.73
 Baker Radio & Electric 2.20
 Bills Richfield Station 1.00
 B. & L. Machine and Welding Works 1.00
 George F. Cake Co. 30.48
 Crabtree Rock Company St. Tax Road 350.00
 Consolidated Supply Company 33.35
 Crane Direct Mail Service 12.00
 City of Oregon City 2.90
 Zimri Ellis 30.00
 The Green Lantern 14.95
 Wm. J. Gower 114.88
 Charles M. Gardner & Co. 88.79
 The Gnome Press 6.58
 Carl E. Green & Associates Water Bond Fund 600.00

C. J. Hansen Company 8.00
 Heaters Repair Shop 41.74
 Hersey Manufacturing Co. 83.64
 Howard Cooper Corporation St. Tax Road 300.00
 Howard Cooper Corporation 10.80
 Johnson & Hedman 117.50
 Lewis Service Station 3.80
 Mills Supply Company 14.75
 Newberg Auto Parts 5.07
 Neptune Meter Company 48.51
 Newberg Auto Freight 10.02
 Nickells Automotive 1.92
 Newberg Lumber Yard 165.12
 Newberg Heating Oil Co. 14.85
 The Oregon News Co. 57.19
 J. A. Owens 7.50
 Portland General Electric 778.76

Riley Studio 58.50
 Rensselaer Valve Company 11.04
 W. E. Searles 2.00
 Sandager Shell Service 5.75
 Silas Wallace 10.00
 Tracey & Co., Inc. 8.49
 Utilities Supply Company 295.56
 Vam Waters & Rogers 81.75
 Valley Petroleum 171.00
 John Wanner 74.26
 West Coast Telephone Co. 65.02
 Waterworks Supplies Co. 5.83
 O. C. Yocom Company Annex D. 786.98
 Petty Cash 12.62

Nights Grill

3.25

4784.10

4787.45

*OKay
Joe Jensen*

8-P

2/53

Work Done in Feb. 1953

1. Drain & Clean & Disinfect 2 Res.
2. Check all Fire Hyd. & Repack all the old Hyd.
3. Cut brush at Otis Springs & Clean around little Res.
4. Repaired 8 leaks in Water Mains.
5. Put in Plumbing in Fire Hall.
6. Put in 2 culverts.
7. Read Meters.
8. Blade gravel St. 3 times.
9. Straighten St. Signs.
10. Put in New 2" Service.
11. Started Pumps & Chlorinator.
12. Moved House.
13. Hauled 200 cu. yd. crushed Rock on St.

J. W. Probasco

2/2/53

.....City of Newberg

hereinafter called "Buyer."

FORM 4374K

7. **CLAIMS:** Buyer waives any claim against Seller as to price or quantity of any delivery of products hereunder, unless such claim is made by Buyer to Seller in writing within forty-eight (48) hours after such delivery.

8. **DRUMS:** All fifty-five (55) gallon drums, which are furnished by Seller to Buyer, shall remain the property of Seller and are loaned by Seller to Buyer, for the period of this contract. If not returned in good condition within ninety (90) days after termination of this contract, they will be charged to Buyer, and Buyer agrees to pay Seller's established drums charge.

In the event Seller places in effect a different policy with regard to the sale, loan or otherwise furnishing of drums and containers, which policy shall be applicable to all its customers, Buyer agrees such policies shall be applicable to deliveries under this contract.

9. **PAYMENTS:** Buyer shall make payments hereunder on such terms as Seller may specify from time to time, and if Buyer fails to do so, then at Seller's option all sums owing hereunder shall become immediately due and payable, and Seller may terminate this agreement or refuse all further deliveries hereunder.

10. **FORCE MAJEURE:** Seller shall not be liable in damages or otherwise when deliveries are prevented, delayed or otherwise affected, or changes in quality or discontinuance of any of its types or sizes of containers are necessitated, by or in connection with an embargo, order, requisition or request of any government or acting authority, Act of God, fire, storm, flood, earthquake, war, strike, industrial disturbance, accident, inability to secure supplies in the open market, failure or impairment of Seller's supplies or the facilities of production, transportation, manufacture or distribution regularly used in the ordinary course of Seller's business, joinder of Seller in any curtailment, rationing or proration program, whether voluntary or involuntary, or any other causes whatsoever beyond Seller's control, whether or not similar to the causes enumerated herein. Buyer may purchase elsewhere, but without recourse to Seller, any product which Seller fails to deliver because of any such causes. Upon cessation of such causes, deliveries shall be resumed hereunder, but not beyond the period hereof, nor, except by mutual agreement, in any greater amounts than required to be delivered during the unexpired period of the contract, excluding amounts undelivered during the period Seller is excused from making deliveries. If any such causes hinder or delay Seller from making deliveries to all its customers, failure to make deliveries to Buyer, in whole or in part, while making deliveries to others, shall not be a violation of the contract. Seller may apportion its available supply among its customers in such manner as it may determine.

11. **BRANDS:** Seller, in its uncontrolled discretion, may at any time change the brand name or any distinctive designation of any of its products. Should it do so, this contract shall be deemed to cover products of the new names or designations to the same extent as if said names or designations were specifically set forth herein.

12. **WAIVER:** The waiver of any breach of any of the provisions hereof shall not be deemed a waiver of any succeeding or other breach.

13. **EXECUTION AND EFFECT:** This contract supersedes all agreements of a prior date between the parties hereto or their predecessors in interest, relating to the subject matter hereof, and releases the parties from any and all past or future obligations, claims or liabilities thereunder, excepting only that Buyer agrees to pay Seller in accordance with its delivery tickets or statements rendered for all products delivered to Buyer thereunder. This contract shall not be assigned by Buyer, or by operation of law, without Seller's prior written consent. This contract contains the entire agreement between the parties, there being no oral promises, representations or warranties affecting it. Subject to the provisions of this Article, this contract shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns. This contract or any modification thereof shall not be binding upon Seller until signed on its behalf by its proper manager. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

8-9.

2-2-53



GEORGE FOX COLLEGE

FOUNDED AS PACIFIC COLLEGE, 1891

NEWBERG, OREGON

February 2, 1953

The Honorable Mayor and City Council
City of Newberg
Oregon

Dear Sirs:

You are cordially invited to attend the Fourth Annual Gospel Quartet Festival to be held next Sunday, February 8, 1953, in the Newberg Union High School auditorium.

We are enclosing for your convenience guest tickets to assure you of seating in the special reserved section.

We hope all of you will find it possible to attend.

Sincerely yours,

A handwritten signature in cursive script that reads "Klane Robison".

Klane Robison, President
"Singing Men"

lb

Enclosures

8-P

2/13/53

CITY OF NEWBERG

NEWBERG, OREGON

February 13, 1953

To the Mayor and Council of the City of Newberg:

Gentlemen:

Re: Model Traffic Ordinance

Some time ago I was instructed to investigate the matter of a model traffic ordinance for Newberg, particularly designed to provide for changes in the State Traffic Code. It was proposed that the State Code be adopted by reference and that, if possible, future amendments in the State Code be also adopted in advance in order to keep the ordinance permanently in line.

Since that time the Chief of Police and myself have examined the Salem Traffic Ordinance of 1939 and the model traffic ordinance prepared by the League of Oregon Cities in 1942. There is no question but that the present Newberg Traffic Code is outmoded and should be replaced. It was prepared approximately 15 years ago by extracting all appropriate matters from the State Code then in force and copying them verbatim. The resulting rigidity is not only undesirable but actually conflicts with the state law providing that local regulations must be in harmony with the State Code.

I am of the opinion that it is possible to adopt the appropriate statutes by reference although I think this should be kept clear by itemizing the sections and giving their State Code number in each case. In this way, it would be possible to select only those which were appropriate.

I am also of the opinion that it is possible to so draft the ordinance as to include therein subsequent amendments to the statutes as they existed at time of adoption by reference. It is necessary for this purpose that the intention of the Council be clearly expressed in the language of the ordinance.

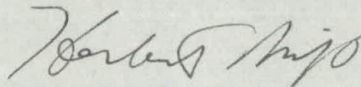
A further suggestion which would make it possible to simplify the present complicated ordinances regarding parking areas and stop streets would be to provide that all parking restrictions, stop streets, etc., should be set up by resolution of the Council based upon recommendations of the Police Committee. This would avoid the complicated procedure of passing and continually amending an ordinance each time changes are made in such matters.

Finally, I feel that there is some objection to making these changes at the present time for the reason that the

To the Mayor and Council
Page 2
February 13, 1953

legislature now in session has made a complete change in the Oregon Code effective December 31, 1953. Therefore, I think the Council should wait until the new code is in force and then apply the principle of adoption by reference and automatic amendment to the State Traffic Code as it then exists.

Yours very truly,



HERBERT SWIFT
City Attorney

HS:eo

cc: Mr. Clayton J. Tomlin
Chief of Police
Newberg, Oregon

Mr. George H. Layman, Mayor
Ferguson Building
Newberg, Oregon

ARTISTIAN BOARD

WAG CONTENT

U S A

8-F

2/23/53

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

23 February 1953

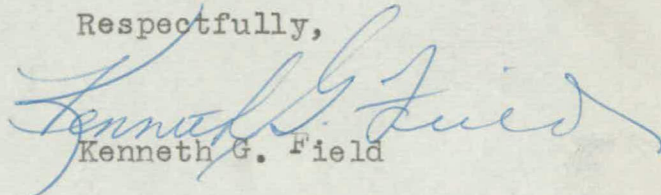
To the Honorable Mayor and Council of the City of Newberg,
and Clayton J. Tomlin, Chief of Police.

Gentlemen:

Herewith contained is a letter of resignation as a Sergeant and member of the Police Department of the City of Newberg. It is my desire to enter private business and to terminate my five years on the Police Department to be effective 31 March, 1953.

I wish to thank the Administration of the City of Newberg for its cooperation in the past and feel certain the City may be proud of the Newberg Police Department under the fine leadership of Chief Clayton Tomlin.

Respectfully,


Kenneth G. Field

cc: Mayor Layman
Newberg City Council ✓
James Rittenhouse, Commissioner
Clayton J. Tomlin, Chief of Police

ADDRESS REPLY TO:

- ☐ SENATE CHAMBER
SALEM, OREGON
- ☐ LAW OFFICES:
SUITE 1206 LOYALTY BLDG.
PORTLAND 4, OREGON

CHAIRMAN:
MEMBER:

COMMITTEES:
ALCOHOLIC TRAFFIC
ASSESSMENT AND TAXATION
FINANCIAL AFFAIRS
RULES AND BILLS
JUDICIARY



SENATOR DEAN BRYSON

STATE OF OREGON
SENATE CHAMBER
SALEM

February 25, 1953

Auditor
City of Newberg
Newberg, Oregon

Dear Sir:

I wish to advise you that the Alcoholic Traffic Committee is holding a meeting to consider House Bill 419 on Wednesday, March 4th, at 7:30 P.M. in the basement hearing room at the State Capitol.

Most of the members of the Senate Committee have not heard the evidence regarding your city's views on the subject, and we will be pleased to hear from you at the hearing.

Very truly yours,

SENATOR DEAN BRYSON
Chairman, Senate Alco-
holic Traffic Committee

DB:JW

cc: Representative Geo. Layman
State House
Salem, Oregon

Bills for March 1953

Anderson Hardware		13.32
Associated Oil Company		222.42
Binfords and Mort		1.48
Berrian Service Station		.80
Butler Chevrolet Company		80.88
John T. Carson Company		99.68
Cascade Construction Co.		30.78
Clary Multiplier Corporation		16.80
Crabtree Rock Company	State Rax Road	70.00
Crane Direct Mail Service		12.00
Consolidated Supply Co.		214.85
Crawford Door Sales Co.		366.00
Columbia Equipment Co.		74.03
Dougs Chevron Station		.75
Easterday Supply Co.		22.25
Zimri Ellis		30.00
Farmers Feed Store		3.75
Fortunes Drive In		3.80
Jerry Fisher		2.56
Gaylord Brothers Inc.		15.75
Charles M. Gardner & Co.		84.06
Ray Grinshaw	State Tax Road Fund	127.70
Gibbs Electric Co.		3.23
Carl E. Green & Associates	Water Bond Fund	500.00
Hammers		5.40
Howard Cooper Corporation	St. Tax Road	300.00
Heaters Repair Shop		267.25
Harrington Sheet Metal		23.08
C. A. Houser Lumber Yard		30.89
" " "	(Annex)	426.57
Johnson & Hedman		29.90
Marks Plumbing Co.		10.10
Marshall Wells Company		246.38
Merson Clothes, Inc.		8.16
Millers		14.31
McCutchens Signal Service		1.00
W. J. McCready Lumber Co.		23.48
B. E. McNamee		14.70
Newberg Auto Freight		21.70
Nickells Automotive		1.54
Nicholls Radio		62.15
Neptune Meter Company		225.75
Newberg Hardware		5.99
Nelson Equipment Company		143.00
Newberg Printing Company		37.60
Neep Equipment Company		80.00
Newberg Police Reserves		72.50
Newberg Lumber Yard	Annex	530.22
Newberg Graphic		1.40
City of Oregon City		4.10
G. W. Probasco	Conv. Expense	14.00
Oregon News Company		55.66
Portland Gas & Coke Co.		16.68
Portland General Electric Co.		991.58
Pennsylvania Salt Co.		30.76
Pacific Paint & Chemical Co.		5.75
Police & Sheriffs Association		4.00
J. C. Penney Co.		7.18
Henry Rosen		18.25
Renne Hardware Co.		.90
Martin Redding		214.25
Ray Schmoe		4.10
Sandager Shell Service		7.90
Schetky Equipment Corporation		2.37

CITY OF NEWBERG

NEWBERG, OREGON

Title & Trust Company	St. Improve. Fund #1	75.00
Utilities Supply Co.		117.56
Silas Wallace		10.00
Wallaces Variety		2.16
John Wanner		98.35
West Coast Telephone Co.		66.95
Western Golf Course Supply Co.		12.44
O. C. Yocom Co.		355.25
Petty Cash		10.94

\$ 6709.09

9-B

Bills for April 1953

4/53

Associated Oil Company	278.86
Anderson Hardware Company	2.66
" " "	7.23
B. & L. Machine & Welding Works	19.00
Baker Radio & Electric	7.50
The Book Store	6.17
Butler Chevrolet Company	99.85
Crabtree Rock Company	446.25
Coast to Coast Stores	23.95
R. M. Curtis	450.00
Consolidated Supply Company	7.37
Contractors Equipment Corporation	50.36
John T. Carson Company	97.24
Cascade Construction Co.	44.36
Crane Direct Mail Service	12.00
Dougs Chevron Station	3.65
Zimri Ellis	30.00
Green Lantern Cafe	26.20
Gaylord Bros., Inc.	15.25
Gibbs Electric Company	7.00
Elmer Hills	229.32
Howard Cooper Corporation	300.00
Heaters Repair Shop	7.10
Johnson & Hedman	6.00
" "	89.00
Marks Plumbing & Heating	34.70
W. J. McCready Lumber Co.	13.69
Newberg Hardware	.86
Newberg Graphic	24.51
Newberg Heating Oil Co.	13.75
Newberg Printing Company	58.50
Newberg Lumber Yard	107.92
Newberg Public Schools	30.00
Newberg Dairy	75.44
Newberg Police Reserves	72.50
Norris Walker Paint Mfg. Co.	147.50
Oregon News Company	67.55
Portland General Electric Co.	886.07
Pacific Building Materials Co.	37.80
Portland Gas & Coke Co.	10.43
J. C. Penney Company	11.94
Martin Redding	34.00
Sandager Shell Service	14.60
Utilities Supply Company	43.52
C. O. Vinson	5.00
Silas Wallace	10.00
John Wanner	72.55
West Coast Telephone Co.	67.15
West End Grocery	3.56
Riley Studio	3.70
Petty Cash	16.89

4130.45

Joe Gentry
5-4-53

gins & city

City Fire Hall
statement of amount approved for payment

April 1 1953

and estimate amount to complete

approved	for	approved for payment	
Jan	8	Payroll	49 =
	15		68 87
	22		123 39
	29		131 95
Feb	4		172 =
	12		267 15
	19		214 95
	26		108 =
Mar	5		309 20
	12		227 30
	19		529 84
	26		199 19
April	2		182 =
Jan	20	Newby Auto Freight	8 87
	20	Mercedes Steel	161 02
	31		171 70
	31	Newby Lumber yard	1142 62
	31	Heath ref. plates shop	4 =
Feb	2	O. C. yacam	51 43
	2	Anderson Husb.	1 02
	3	Bill Montgomery	61 15
	4	Marshall Wells	33 04
Mar	2	O C yacam	786 98
	2	Newby Auto Freight	2 24
	2	Newby Lumber yard	174 90
	4	Bill Montgomery	2 55
	4	Anderson Husb.	2 64
	4	Marshall Wells	118 13
	5	Star Concrete	101 =
	5	Wright Concrete	60 =
	5	Jensen & Helmer	28 28
	5	Hauser Lumber yard	29 04
	28	Crawford Dons	366 =
	28	Newby Auto Freight	5 43
	28	Marshall Wells	246 38
	28	B. E. McNamee	14 70
April	1	C. G. Hauser	397 57
	1	Harriman Sheet Metal	23 08
	1	O. C. yacam	239 25
	1	Newby Lumber yard	525 17
			<u>\$7344.38</u>

cost to date - - - 7344.38
 estimate cost of labor & material to complete 810.00
 - for day and night work 300 =
 - for R.H. busts 900 =
9354.38
 Balance for work done by city
\$575.62
\$9930.00

g-c

4/6/53

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON

PHONE 5101

April 6, 1953

To the Honorable Mayor and members of the City Council
and Police Commission of the City of Newberg:

I hereby respectfully submit my application for appointment as patrolman for the Newberg Police Department retro-active to April 1st at a starting wage of \$250.00 per month.

Howard E. Church
Howard E. Church

9-c

4/21/53

BUTLER CHEVROLET COMPANY



411 First Street

Phone 752

NEWBERG, OREGON

April 21, 1953



City of Newberg
City Hall
Newberg, Oregon.

Gentlemen:

Pursuant to your call we submit herewith our bid on Police car as follows:

1-Model 2102 Chevrolet DeLuxe 2 door sedan, black, equipped with Power Glide transmission, 50 ampere generator, 6:50X15 4 ply Pennsylvania tires. Oil filter to be transferred from old car to new. Transfer of siren not included because it will not fit on the 1953 model. Airflow heater & defroster to be installed.

Price as specified	\$2404.65
Less tax	<u>141.35</u>
	\$2263.30
Trade in 1952 Chev w/PG	<u>1670.00</u>
Net Cash Difference	\$ 593.30

Respectfully submitted,

Butler Chevrolet Company,

Owner.

CHB/ih

DICTIONARY TRI-OPaque

FOX RIVER

9-c

CARR CHEVROLET CO.

4/22/53

750 N. E. Canyon Road • Beaverton 4-2132

Portland CA 3141

BEAVERTON, OREGON



The most Beautiful BUY of all

April 22, 1953

City of Newberg
City Hall
Newberg, Oregon

Gentlemen:

We wish to submit the following bid on a Police car:

One 1953 Chevrolet, Model 2102 Deluxe 2 door Sedan,
black, equipped with Power Glide Transmission, 50
ampere generator, 6:50 x 15 4 ply Pennsylvania tires.
Oil filter to be transferred from old car, siren not
included. Heater and defroster installed.

Price as specified	\$2406.72
Less tax	<u>141.35</u>
	2265.37

1952 Chev P.G. Trade in	<u>1575.00</u>
-------------------------	----------------

Net difference	690.37
----------------	--------

Very truly yours,

CARR CHEVROLET COMPANY

J. R. Pearson
Sales Manager



4/22/53

HAMILTON MOTOR COMPANY

Sales and Service

124 Pacific Avenue East

Telephone 1151

FOREST GROVE, OREGON

April 22, 1953.

City Council
Newberg, Oregon.

Gentlemen:

We wish to submit the following bid
for your police department:

1 model 2102 Chevrolet Deluxe sedan
(black) with Powerglide transmission and 6.50X15
four ply tires. Airflow heater and defroster
included. Oil filter to transferred from old car
to new. Siren transfer not included.

Price above specified	2404.65
Less Federal tax	141.35
	<u>2263.30</u>
Allowance 1952 Chev.PG	1650.00
	<u>613.30</u>

Respectfully submitted,

Hamilton Motor Co.

By.

W. E. Hamilton

FOR THE SERVICE



OF AMERICA

Bills for May 1953

5/53

Associated Oil Company		257.22
Anderson Hardware Co.		10.21
Baker Radio & Electric		7.50
Binfords & Mort		3.62
The Book Store		4.97
Consolidated Supply Co.		6.50
Crane Direct Mail Service		12.00
R. M. Curtis		12.72
Ellis Grocery		6.54
Zimri Ellis		30.00
Heater Repair Shop		29.95
Howard Cooper Corporation	St. Tax Fund	300.00
Imperial Products Company		14.20
Imperial Book Company		8.49
Millers		9.08
Newberg Heating Oil Co.		12.05
Nickells Automotive		6.38
Newberg Lumber Yard		52.46
Newberg Graphic		13.90
Newberg Police Reserves		77.50
Oregon News Company		86.24
J. C. Penney Company		6.50
Police & Sheriffs Association		4.00
Portland Concrete Pipe & Prods.		87.48
Portland Gas & Coke Co.		6.84
Portland General Electric Co.		509.58
Richfield Station		1.00
Herbert Rosen		12.00
Special Road Fund	Resurfacing Reserve	4200.00
John Wanner		89.58
Silas Wallace		10.00
Western Auto Supply Co.		2.60
Wrights Grill		3.15
West Coast Telephone		72.95
O. C. Yocom Co.		9.00
Petty Cash		7.18

5983.39

Joe Yacov
6-1-'53

INVITATION TO BIDS

NOTICE IS HEREBY GIVEN that the Council of the City of Newberg, Yamhill County, Oregon, at a regular meeting to be held on Monday, May 4, 1953, at 7:30 o'clock p. m. Pacific Standard Time, in the Council Chambers in the City Hall of said City, will receive and consider bids for furnishing the City with one police automobile for the use of the Police Department of said City. Specifications for said vehicle and said bid are as follows:

1—1953 Model Tudor sedan automobile for the use of the Police Department of the City of Newberg, Oregon. Vehicle must have 6-cylinder engine and automatic transmission and a minimum horse power of 115. Vehicle must be equipped with a good quality heater satisfactory to the Chief of Police of said City. Vehicle color must be black and wheel base at least 115 inches. City of Newberg will trade in the present police automobile to the successful bidder and the value thereof shall be applied on the purchase price of the new vehicle. Bidder must state the value at which he will accept the present police automobile. New police automobile to be furnished with standard equipment except as herein specified. Delivery to be made in June, 1953 and payment will be made by the City in July, 1953. New vehicle must be equipped with first quality tires and spare, satisfactory to said Chief of police and having a 4-ply construction in a size of 6:50-15. Bidder will be required to transfer oil filter and siren from present police automobile and install same in new vehicle. Before the present police automobile is traded in, all radio and other police equipment, including but not confined to, oil filter, public address system and siren will be removed and will not go with the vehicle. Radio and public address system will be removed by the Police Department.

All bids must be in writing and must be filed with said recorder on or before 7:30 o'clock p. m. Pacific Standard Time on Monday, May 4, 1953. Bids will be opened and considered by the Council at said regular meeting to be held immediately thereafter. The City of Newberg reserves the right to postpone making the award for a reasonable length of time and to reject any and all bids and to accept the proposal deemed best for the City.

THOMAS BEATY,

Recorder of the City of Newberg

First publication, April 16, 1953.

Last publication, April 30, 1953.

AFFIDAVIT OF PUBLICATION

STATE OF OREGON, COUNTY OF YAMHILL—ss.

I, King Cady

being first duly sworn, depose and say that I am the publisher of the Newberg Graphic, a newspaper of general circulation, as defined by Secs. 1-509, 1-5-10, Oregon Code; printed and published at Newberg in the aforesaid county and state; that the

Invitation to Bids

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper

for three (3) successive and consecutive

weeks in the following issues:

April 16, April 23, and

April 30, 1953

[Signature]
Publisher.

Subscribed and sworn to before me this

4th day of May, 1953

[Signature]
Notary Public for Oregon.

(My Commission expires November 16, 1956)

CONSOLIDATED WITH
THE NEWBERG SCRIBE

Newberg GRAPHIC

OFFICIAL NEWSPAPER OF YAMHILL COUNTY

NEWBERG, OREGON May 4, 1953

Recorder of the City of Newberg

% Tom Beaty, City Hall

Newberg, Oregon

4/16	81 lines	April 16, to and incl. April 30, 1953	\$	23 49
		Invitation to Bids		

8-2

5/4/53

CITY OF NEWBERG

NEWBERG, OREGON

Office of the Mayor
GEORGE H. LAYMAN

May 4, 1953

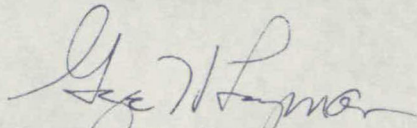
Council of the City of Newberg,
Newberg, Oregon.

Gentlemen:-

I am planning to leave the city on May 11 to attend the Rotary International convention in Paris the last week in this month, and will be away from Newberg until sometime in July, thus missing council meetings in June and July.

I hereby request the consent of the council to be absent from the city as above set forth, in accord with Section 33 of the City Charter.

Yours very truly,


George H. Layman
Mayor

GHL:g

8-L

5/5/53

Newberg, Oregon.
814 So. Center
5-15-53

City Council
Newberg, Oregon.
Dear Sirs:

We, the undersigned, do hereby request that
a street light be placed at the junction of
Center and 9th Street.

at present we have our porch lights
turned on for the safety of those walking
this way.

Thanking you in advance,

We remain, Respectfully,

Helen P. Guston } mother
Gerald A. Guston } son

Mr. & Mrs. R. C. Keeter
Mr & Mrs. H. Simpson

Bills for June 1953

Anderson Hardware	11.83	
Associated Oil Co.	304.17	
The Book Store	1.35	
Butler Chevrolet Co.	85.83	
Casey Tractor & Equipment Co.	104.34	
Consolidated Supply Co.	206.36	
Crabtree Rock Co.	8.75	
" " " Sewer Bond Fund	91.88	
Crane Direct Mail Service	12.00	
R. M. Curtis	138.41	
Dougs Chevron Station	5.80	
Easterday Janitor Supply Co.	9.30	
Gainers Food Market	6.95	
Gibbs Electric Co.	6.00	
Wm. J. Gower	1.98	
Hamner's	1.10	
Heaters Repair Shop	55.15	
Homelite Corporation	.65	
Howard Cooper Corporation	145.00	
Johnson & Hedman	16.03	
Johns-Manville Sales Corporation	4384.02	Sewer Bond Fund
Keizur Shoes	28.40	
W. J. McCready Lumber Co.	5.52	
" " " " "	80.34	" " "
Neptune Meter Company	209.01	
Newberg Auto Freight	12.36	
Newberg Graphic	54.30	
Newberg Sand & Gravel	4.50	
Newberg Lumber Yard	14.48	
" " " "	10.07	" " "
Newberg Hardware	3.45	
Newberg Printing Co.	33.50	
Newberg Police Reserves	75.00	
Newberg Heating Oil Co.	6.05	
Nickells Automotive	13.50	
Nudelman Brothers	544.10	
Oregon News Co.	16.41	
Pennsylvania Salt Co.	15.38	
Portland Concrete Pipe & Products	175.30	" " "
" " " "	210.00	
Portland Gas & Coke Co.	30.10	
Portland General Electric Co.	492.30	
Rittenhouse Motors	13.52	
Renne Hardware	.85	
Martin Redding	64.00	
Scott & Rementeria	78.44	
Tedrick & Quilliam Ditching Co.	623.75	
Union Oil Company	9.45	
Utilities Supply Company	39.96	
Van Waters & Rogers Inc.	45.00	
Wallace & Son	4.10	
John Wanner	5.77	
West Coast Telephone Co.	67.60	
Petty Cash	6.71	

8590.12

7-6-53

Joe G. Gentry

9-B

6/18/53

AFFIDAVIT OF PUBLICATION

STATE OF OREGON, COUNTY OF YAMHILL—ss.

I, King Cady

being first duly sworn, depose and say that I am the publisher of the Newberg Graphic, a newspaper of general circulation, as defined by Secs. 1-509, 1-5-10, Oregon Code; printed and published at Newberg in the aforesaid county and state; that the

City of Newberg, Oregon

Statement of Budget Fiscal

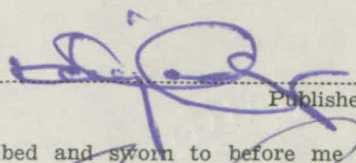
Year 1953-54

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper

for 2 successive and consecutive

weeks in the following issues:

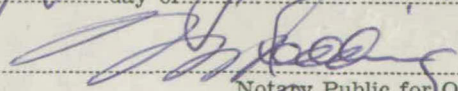
June 11 & 18, 1953



Publisher.

Subscribed and sworn to before me this

18th day of June, 1953



Notary Public for Oregon.

(My Commission expires Dec. 19, 1956)

CITY OF NEWBERG, OREGON, STATEMENT OF BUDGET
FISCAL YEAR 1953-54

The Budget Committee of the City of Newberg, Oregon, appointed to make estimates of the income and expenditures of said City during the fiscal year 1953-54, has made the following estimates of such income and expenditures to be used as a basis to determine the tax to be levied by the said City of Newberg. These estimates are accompanied, in parallel columns, with figures showing corresponding expenditures for three and one-half years and are followed by a classified summary of the indebtedness of the said City. The original estimate sheets used in the preparation of this budget are on file in the office of the Recorder of the City of Newberg, Oregon.

	Expendi- tures Year Ended 6-30-1950	Expendi- tures Year Ended 6-30-1951	Expendi- tures Year Ended 6-30-1952	Expendi- tures $\frac{1}{2}$ Year Ended 12-31-1952	Budget Year 1952-1953	Request for 1953-1954
A. GENERAL						
Councilmens'						
Salary	\$ 95.00	\$ 104.00	\$ 96.00	\$ 47.00	\$ 96.00	\$ 96.00
Street Lighting	6569.89	6925.46	7937.74	3748.06	6500.00	6900.00
Insurance	1370.13	1388.54	1592.27	1296.09	1600.00	1800.00
Emergency	792.97	991.67	1441.35	302.50	2063.00	2051.50
Social Security				552.46	900.00	1100.00
Total General	8827.99	9409.67	11067.36	5946.11	11159.00	11947.50
B. POLICE						
Salaries	17240.19	16765.47	18904.95	10938.30	21700.00	22644.50
Car Expense	1565.31	2908.15	1441.64	1849.29	2500.00	1800.00
Insurance, Phone Etc.	3012.75	3274.97	3328.38	1589.80	1250.00	2500.00
Auto Insurance	61.00	6.05	57.00		75.00	75.00
Meter Maintenance	419.32	216.64	393.25	82.83	400.00	400.00
Total Police	22298.57	23171.28	24125.22	14460.22	25925.00	27419.50
C. HEALTH						
Salary	144.00	144.00	144.00	72.00	144.00	144.00
D. FIRE						
Salary	1852.37	1860.00	2048.30	838.00	2680.00	4180.00
Special Salaries	500.00	500.00	500.00	250.00	500.00	500.00
Hose	885.12	476.00		700.00	700.00	700.00
Equipment Fund	1727.16	3597.29	1982.16	574.36	1520.00	1520.00
Insurance & Supplies	1733.84	1441.05	1405.24	749.90	1300.00	1300.00
Annex					5800.00	4300.00
Maintenance	188.48		506.10	216.12	500.00	500.00
Total Fire	6886.97	7874.34	6441.80	3328.38	13000.00	13000.00
E. ROAD						
Salaries	6183.46	3342.29	1541.80	2630.60	6000.00	6000.00
Supplies	1135.11	1347.83	1157.34	950.41	1200.00	2400.00
Truck Expense	1413.19	1522.27	1782.26	1145.74	1100.00	1300.00
Street Reserve					4200.00	3000.00
Total Road	8731.76	6212.39	4481.40	4726.75	12500.00	12700.00
F. RECORDER						
Salary	1860.00	1860.00	2280.00	1236.00	2472.00	2628.00
Auditor	300.00	300.00	420.00	210.00	420.00	420.00
Bond	25.00	25.00	50.00	50.00	50.00	50.00
Supplies	509.31	605.34	332.91	136.40	500.00	500.00
Total Recorder	2694.31	2790.34	3082.91	1632.40	3442.00	3598.00
G. ATTORNEY						
Salary	1000.00	1000.00	1300.00	649.98	1300.00	1300.00
Fees & Expenses	30.00		50.00		50.00	50.00
Total Attorney	1030.00	1000.00	1350.00	649.98	1350.00	1350.00

H. <u>TREASURER</u>						
Salary	\$ 300.00	\$ 300.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Supplies & Bond	50.00	21.18				
Total Treasurer	350.00	321.18	1.00	1.00	1.00	1.00
J. <u>CITY HALL</u>						
Salary	660.00	660.00	720.00	396.00	792.00	792.00
Fuel	425.50	414.07	316.65	208.96	500.00	500.00
Repairs	38.43	2855.10	1162.95	248.49	1100.00	500.00
Supplies	263.61	512.95	297.42	120.73	300.00	300.00
Total City Hall	1387.54	4442.12	2497.02	974.18	2692.00	2092.00
K. <u>PARKS</u>						
Expense	7495.20	11939.09	6349.32	3388.41	6120.00	6336.00
L. <u>LIBRARY</u>						
Expense	3259.60	3421.58	4213.31	2085.43	4020.00	4020.00
M. <u>MUNICIPAL JUDGE</u>						600.00
N. <u>SEWAGE DISPOSAL</u>						
Labor	949.50	793.12	1489.20	1117.80	1200.00	1500.00
Operation & Maintenance	25.80	60.34	1208.71	76.64	1300.00	1000.00
Total Sewage	975.30	853.46	2697.91	1194.44	2500.00	2500.00
W. <u>WATER</u>						
Salaries-						
Administrative	6147.00	6147.00	6900.00	3588.00	7176.00	6912.00
" Operation	9605.91	11613.67	10357.30	7069.93	12700.00	14250.00
Supplies	7466.76	7356.03	7995.84	3386.64	6500.00	7500.00
Compensation	140.43	161.42	151.24	95.95	150.00	200.00
Power	1560.39	1200.63	1982.82	1753.15	2300.00	2600.00
Total Water	24920.49	26478.75	27387.20	15893.67	28826.00	31462.00
DEBT SERVICE						
Bond Retirement	9000.00	9000.00	9000.00		9000.00	9000.00
Sinking Fund	4000.00	4000.00	4000.00	2000.00	4000.00	4000.00
Sewer Bond Interest	902.50	831.25	785.00	310.00	782.50	705.00
Water Bond Interest	1095.00	1045.00	970.00	522.50	945.00	870.00
Special Sinking Fund			800.00		800.00	800.00
Total Debt Service	14997.50	14876.25	15555.00	2832.50	15527.50	15375.00
TOTAL BUDGET	\$103999.23	\$112934.45	\$109393.45	\$57185.47	\$127206.50	\$132545.00

Collec- tions Year Ended	Collec- tions Year Ended	Collec- tions Year Ended	Collec- tions 1/2 Year Ended	Estimate Year 1952-1953	Estimate for 1953-1954
6-30-1950	6-30-1951	6-30-1952	12-31-1952		

REVENUES					
Cash Balance				1000.00	1500.00
Parking Meters	4234.75	3875.44	3731.14	4514.68	9000.00
Interest	100.00			50.00	100.00
Licenses	4473.51	4942.04	4586.73	572.75	5000.00
Fines	4062.50	3128.50	4620.34	2750.00	5000.00
Rent	637.50	629.50	1130.00	600.00	1080.00
Water Department	49984.90	52767.20	58576.19	33917.62	59704.00
Road Taxes, Special County					62000.00
				3000.00	3000.00

General Taxes	\$29128.03	\$29993.88	\$31954.59	\$20750.10	\$32122.50	\$32965.00
Cash Balance, Special County Road Tax				1200.00	1200.00	
Liquor Comm- ission	723.04	790.40	789.18	244.65	750.00	750.00
Sewage Disposal		2920.00	2500.00		2500.00	2500.00
Water Penalties & Recorder Fees	392.60	494.27	471.50	229.50	450.00	450.00
Sewer & Water Taps	1070.00	900.00	1360.00	1060.00	1500.00	3500.00
Rural Fire District	7875.00	6500.00	8500.00	4500.00	5800.00	6200.00
Sub-Total Revenue	\$102681.83	\$106941.23	\$118219.67	\$70389.80	\$128206.50	\$132545.00

Receipts from Delinquent Taxes					2212.25	
TOTAL REVENUES	\$102681.83	\$106941.23	\$118219.67	\$70389.80	\$130418.75	\$132545.00
Taxes Due & Not Collected					3212.25	
ESTIMATED NET REVENUE					\$127206.50	\$132545.00

STATE TAX STREET FUND

Estimated Balance on hand	\$7000.00
Estimated Receipts, 1953-1954	24000.00
TOTAL	\$31000.00
Estimated Expenditures, 1953-1954	\$31000.00

CITY OF NEWBERG, STREET RESURFACING FUND

Estimated Balance on hand	\$4200.00
Estimated Receipts, 1953-1954	3000.00
TOTAL	\$7200.00

Budget for the City of Newberg, Oregon, for the fiscal year 1953-1954 as adopted by the Budget Committee, June 3, 1953, at a meeting with the City Council in attendance at 7:30 o'clock p.m., Pacific Standard Time.

ATTEST:
L. A. HAMNER
Secretary of the Budget Committee

F. C. COLCORD
Chairman of the Budget
Committee

STATEMENT OF BONDED INDEBTEDNESS

Kind of Bond	Date of Bond	Rate	Maturity	Outstanding	Annual Interest
Sewer	4-1-46	1 and 1 $\frac{1}{4}$ %	Serially	\$62000.00	\$705.00
Water	4-1-46	1 and 1 $\frac{1}{4}$ %	Serially	\$75000.00	\$870.00

Notice is hereby given that at a regular meeting of the Council of the City of Newberg, Oregon, to be held at 7:30 o'clock p.m., Pacific Standard Time, on Monday, the 6th day of July, 1953, in the Council Rooms in the City Hall in the City of Newberg, any taxpayer may appear and be heard relative to the above Budget or any item thereof.

Dated at Newberg, Oregon, this 11th day of June, 1953.

First Publication, June 11, 1953
Last Publication, June 18, 1953

THOMAS BEATY
Recorder of the City of
Newberg

A PETITION TO THE NEWBERG CITY COUNCIL

WHEREAS Newberg has a beautiful natural City Park, and
WHEREAS the steepness of the canyon sides prohibits its use by older
citizens and limits its use by family groups, and
WHEREAS Newberg has few public recreation facilities, and
WHEREAS more general use of the park by the public would tend to limit
loitering of undesirable characters, and thus limit the danger
to children playing there,

We, the undersigned citizen members of Newberg Chamber of Commerce Club
of Newberg, request that the Newberg City Council consider

1. Putting a road and parking spot into Canyon Park.
2. Installing simple cooking facilities.
3. Providing regular and adequate patrolling of the Park by
Police officers.

Name

Address

After careful consideration and discussion the
Members of the Newberg Chamber of Commerce, at
their June 1, 1953, meeting voted unanimously
to approve signing the above petition requesting
the Newberg City Council to give consideration
to fulfillment of the three requests stated
above.

J. Logan White
J. Logan White, Pres.
Wm. M. Kretzer
Wm. M. Kretzer
Planning Com.

A PETITION TO THE NEWBERG CITY COUNCIL

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citizens and limit its use by family groups, and
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loitering of undesirable characters, and thus limit the danger
to children playing there,

We, the undersigned citizen members of Town and Country Garden Club
of Newberg, request that the Newberg City Council consider

1. Putting a road and parking spot into Canyon Park.
2. Installing simple cooking facilities.
3. Providing regular and adequate patrolling of the Park by
Police officers.

Mrs Howard Pettengill
" Florence H. Caley
" Barbara M. Duncan
" Clare W. Chamberlain
" Ann East
" Lloyd C. Baron
" Dorothy Syple
" Mabelle Vitch
" Lillian Moore

913- E - 6th
115. Parkview Dr.
200 W. 2nd St

516 S. Howard St.
501 N. Edward St

Rt 3 Box 119.

Rt 3 Box 114

Rt 3 Box 122

408 S. Main

A PETITION TO THE NEWBERG CITY COUNCIL

WHEREAS Newberg has a beautiful natural City Park, and
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citizens and limits its use by family groups, and
WHEREAS Newberg has few public recreation facilities, and
WHEREAS more general use of the park by the public would tend to limit
loitering of undesirable characters, and thus limit the danger
to children playing there,

We, the undersigned citizen members of Rotary Club
of Newberg, request that the Newberg City Council consider

1. Putting a road and parking spot into Canyon Park.
2. Installing simple cooking facilities.
3. Providing regular and adequate patrolling of the Park by
Police officers.

Name

Address

Lee Woodhouse

Rte 2 Box 12
514 W. Main St.

Oscar Johnson

Samuel M. Hanson

516 S. EDWARDS

W. A. Quinn

Walter L. Jaquith

314 N. College
1220 Reshine
715 W. 1st

Robert W. Blodgett

Gustav A. Storaker

510 E Hancock
600 E - 5th St

V. A. Vincent

503 E 1st St

J. S. Harris

412 S. Main St

J. A. Shoon

Names

Addresses

Page 2

MADE IN USA
BOND
NON-4

A PETITION TO THE NEWBERG CITY COUNCIL

WHEREAS Newberg has a beautiful natural City Park, and
WHEREAS the steepness of the canyon sides prohibits its use by older
citizens and limits its use by family groups, and
WHEREAS Newberg has few public recreation facilities, and
WHEREAS more general use of the park by the public would tend to limit
loitering of undesirable characters, and thus limit the danger
to children playing there,

We, the undersigned citizen members of the Pulp Mill Union ~~club~~
of Newberg, request that the Newberg City Council consider

1. Putting a road and parking spot into Canyon Park.
2. Installing simple cooking facilities.
3. Providing regular and adequate patrolling of the Park by
Police officers.

26 names - over

Name
Chas. A. Riple
Carl A. Thornton
Lewis M. Daily
Ira Dayler
Jack Edwards
Harold Nicklous
Scott Edwards
Donald L. Storey
Cecil R. Sullivan
Orson M. Cooley
Gerald Hansenman
Peter Champagne
Emerson H. Walton
Bevil J. Gaycock
W. M. Guggs
Ken C. Gerling
Norman J. Jr
Howard V. Elshard
J. R. Macken
J. M. Cann
Lloyd Brooks
Bilt Tigar
W. A. Weatherly
Lester L. Fisher
Harold Schen
E. Sasse

Address
1618 N. Main. Newberg
209 W. 3rd St. Newberg
Star Rt. Box 3A Newberg, Or.
815 Wynoski Newberg, Or.
Route #2 Dayton, Ore
RT #2 BOX 45 Newberg, Or.
Route #2 Dayton
Route #2 Box 4 Newberg, Ore.
1315 E. 6th St. Newberg, Ore.
4215 W. 11th St. Newberg, Ore.
1110 9th St. Newberg, Ore.
518 Wynoski Newberg, Ore.
1600 E. 3rd St Newberg, Ore.
1309 - E. - 12th St Newberg, Ore.
612 E 2nd St Newberg, Ore.
107 Everest Rd Newberg
444 Wynoski Newberg
281 West Sherman St Newberg.
R.F.D. 2. Newberg
Rt. 1 - Box 270 Newberg.
1107 Williams Ave. Newberg
315 S. Blaine St., Newberg
700 Dayton Ave. Newberg
809 Chehalis St. " "
619 Wynoski " "
R1
Newberg, Ore Box 24

J.B. Erb
W.M. Groff

D. Carlson
O.E. Cooley

Vingel D Miller
109 W. Hancock St
Newberg, Oregon

J.H. Hailing
Rt. 1 Box 234 Newberg, Oreg

Leonard V. Morse

John H. Dutton

L.D. Gaibler

Muret H. Sullivan

K.D. Ryan

1300 9th St
200 W. Forest St.

1400 E 7th St.
421 S. Villamett St.

1553 E. 3rd St., Newberg, Oreg.
Rt. #2, Box 146, Newberg, Oregon

Rt. 2 Box 164 Newberg Ore.
814 Sierra Vista rd.

Robert F. Dickerson 508 Wynooski Newberg Ore

Dale Baker

Otis Findley

William G. Ralston

RR-1 Box 8 Newberg Ore

1208 E 11th St Newberg Ore

208 Villa Rd. Newberg Ore

A PETITION TO THE NEWBERG CITY COUNCIL

WHEREAS Newberg has a beautiful natural City Park, and
WHEREAS the steepness of the canyon sides prohibit its use by older
citizens and limit its use by family groups, and
WHEREAS more general use of the park by the public would tend to limit
loitering of undesirable characters, and thus limit the danger
to children playing there,

We, the undersigned citizen members of Newberg Kiwanis Club
of Newberg, request that the Newberg City Council consider

1. Putting a road and parking spot into Canyon Park.
2. Installing simple cooking facilities.
3. Providing regular and adequate patrolling of the Park by
Police officers.

Joel Yackey President.

I hereby certify that the members of the Newberg Kiwanis Club made
a motion which was duly seconded and unanimously passed favoring the
presentation of the above petition to the Newberg City Council. The
Club has an active membership of forty-four.

May 28, 1953.

NEWBERG KIWANIS CLUB

R. M. Hovee
R. M. Hovee, Secy.

*This sheet was signed at the
City Library*

A PETITION TO THE NEWBERG CITY COUNCIL

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loitering of undesirable characters, and thus limit the danger
to children playing there,

We, the undersigned citizens ~~members of~~ _____ ~~Club~~
of Newberg, request that the Newberg City Council consider

1. Putting a road and parking spot into Canyon Park.
2. Installing simple cooking facilities.
3. Providing regular and adequate patrolling of the Park by
Police officers.

37 names

<i>Name</i>	<i>Address</i>
<i>Honothy M Hoch</i>	<i>713 E Vermillion St.</i>
<i>Lynn Hobbie</i>	<i>510 S Meridian</i>
<i>Linda A. Erickman</i>	<i>211 E. Sheridan</i>
<i>Elva Paola</i>	<i>312 Dayton Ave.</i>
<i>Helen M. McGuire</i>	<i>200 E - 3rd St -</i>
<i>Joyce Barrow</i>	<i>314 W. 2nd St.</i>
<i>Ruthie Rosen</i>	<i>802 W. 1st,</i>
<i>Cleora M Pratt</i>	<i>507 N. Lincoln</i>
<i>Edlyn C. Brunner</i>	<i>Rt. 1, Box 152</i>
<i>Francis E. Sather</i>	<i>401 So. Harrison</i>

A petition to the Newberg City Council

page 2

Name	Address
Lorraine Hunt	105 N. Meridian St.
Harold F. Nelson	215 West Illinois St Newberg
Lucille Nelson	215 W. Ill. St. Newberg
Mrs. W. Abner.	406 First St Newberg.
Mrs. J. Beswick	Rt 3 Box 176 Newberg -
Mrs. James Freeman	905 E. First St., Newberg
Mrs. H. R. Underhill	1012 Fulton St Newberg
Mrs. H. T. Holstad	Rt 3 Box 1 Newberg -
Jack D. Norton	215 N. Center St.
Mrs. Leonard Balloun	314 North Meridian
Mrs. Kenneth Andrews	1549 E 2 nd
Mrs. Lee Herring	911 E. 5 th Street.
Mrs. Bert Hebard	Newberg Rt 1 -
Mrs. Charles L. Franklin	Rt. 1 Box 82
Margaret Day	Rt 2
Harry Suddie	R # 1 - Newberg Ore
Faye Harvey	S 302 Edwards Street
Mrs. Mildred Tike	506 N. School
Mrs. Iva Anderson	112 N. Meridian St.,
Carl W. Carlson	1114 E. Hancock
Josephine E. Jack	801 E. Third St. - Newberg, Ore.
Mrs. Claud Pike	Rt 3 Newberg, Oregon
Wayne H. DeBussk	208 1/2 S. Center Street
Edith C. Lilly	616 N. Zynowski St.

(over)

Kay Apple
George Berreman
Joan Richards

115 E. 2nd St
109 N. Meridian Street
1109 E. Hutton

A PETITION TO THE NEWBERG CITY COUNCIL

WHEREAS Newberg has a beautiful natural City Park, and
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citizens and limit its use by family groups, and
WHEREAS more general use of the park by the public would tend to limit
loitering of undesirable characters, and thus limit the danger
to children playing there,

We, the undersigned citizen members of Newberg Garden Club
of Newberg, request that the Newberg City Council consider

1. Putting a road and parking spot into Canyon Park.
2. Installing simple cooking facilities.
3. Providing regular and adequate patrolling of the Park by
Police officers.

24 names.

Dorothy Nelson. Gola Neely
Elsie Wolfe Estelne Eichmeyer
Elda Kellan Ethel Stevens
Vancha Flach Elsie Adolph
Laura Sanders Sylvia E. Abner.
Carrie Brites Effie L. Wahley.
Josephine Stevens Emma L. Hawthorth.
Florence Stevens Alta M. Smith
Romayne Miller Dorothy Roth
Gola Jones Jennie D. Miller
Pearl Elliott Blanche Heater
Anna Ashwell.

Margaret Brittain

THE DUFFY
BOND

W. H. DUFFY

A PETITION TO THE NEWBERG CITY COUNCIL

WHEREAS Newberg has a beautiful natural City Park, and

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We, the undersigned citizen members of Lester C. Rees Unit #57 American Legion ^{28 women} ^{28 men} _{Auxiliary} of Newberg, request that the Newberg City Council consider

1. Putting a road and parking spot into Canyon Park.
2. Installing simple cooking facilities.
3. Providing regular and adequate patrolling of the Park by Police officers.

Dorothy A Nelson
Mabel E. Lavin

Mabel L. Winters
Lola J. Seales
Lola A. Fleener

Laurel Hodges

Virginia Hodges

Grace Kelly

Minnie Belanger
Georgia [unclear]

Florence Gaston

Salma Thompson

Agnes E. Harris

Ruth Lesier
Carleta Smith

401 S. College St.
811 Synowski St.

R 3 - Sherwood Ave.
115 N. School St.

214 Church St.

2630 S.W. Taylors Ferry Rd Portland 19
Ore.

2630 S.W. Taylors Ferry Rd. Portland 19.
Ore.

202 E. North St

Box 24 Newberg

621 Hancock

317 S. Rines St.

200 Carlton way.

114 N. Edwards

214 S. Washington

403 S. School

Maggie E. Reynolds
Evelyn M. Povernime
Lucia Rawland
Annie Smith

1002 - 6th St.
801 E. Sheridan St.
Rt 2, Box 64
Rt 1 Box 206,

Walterine Rampton - Star Route
Bessie Smith 700 - E. 5th

Lester C. Lees Past #57 - representing the
entire membership of 128 men!

Robert D. Collamore - Commander.

NON-
BOND
MADE IN USA

9-B

7/53

Bills for July 1953

Associated Oil Company	228.52
Anderson Hardware	3.12
The Book Store	4.45
Butler Chevrolet Company	30.35
Crabtree Rock Company	8.75
" " "	78.75
Club Bar B. Que	4.39
Crane Direct Mail Service	12.00
Zimri Ellis	30.00
Jerry Fisher	81.89
The Flox Company	85.14
J. R. Frost	12.40
Gainers Food Market	19.29
Grand Island Sand & Gravel	42.50
Green Lantern	27.45
Home Appliance & Paint Co.	1.10
Heaters Repair Shop	26.10
Johnson & Hedman	18.40
Keizur Shoes	15.95
Munnell & Sherrill	3.82
W. J. McCready Lumber Company	6.74
Neptune Meter Company	294.84
Neep Equipment Co.	50.00
Newberg Lumber Yard	2.50
Newberg Auto Freight	19.55
Newberg Richfield Station	6.75
Newberg Hardware	7.25
Newberg Laundry	1.27
Newberg Graphic	55.50
Nickells Automotive	6.72
Newberg Sand & Gravel	2.25
The Orego News Company	13.41
Portland General Electric	611.77
Portland Gas & Coke	75.99
Pure Carbonic Company	6.00
Pennsylvania Salt Company	92.27
The R. S. & S. Company	6.20
Traffic Safety Supply Company	36.40
Van Waters & Rogers Company	20.00
Silas Wallace	10.00
West Coast Telephone Co.	63.30

2118.63

8-3-53
Joe Yockey

8-P

7/2/53

OATH OF OFFICE

STATE OF OREGON }
County of Yamhill } ss.
City of Newberg }

I, Vernard G Schmidt, do solemnly swear that I will
support the constitution of the United States, and of the State of Oregon,
and that I will, to the best of my ability, faithfully perform the duties of
Police Officer of the City of Newberg during my continuance in
said office, so help me God.

Vernard G Schmidt
Subscribed and sworn to before me this 2 day of July, 1953

Thomas Beatty
City Recorder

8-H

7/2/53

Notice of Unsafe Building

TO: Salamon Hoy

(Name)

Date

7/2/53

401 So. Blaine St

(Address)

You are hereby notified that O. Bakken, Building Official of the City of Newberg, Oregon, has examined or caused to be examined a certain building or structure owned by yourself and more particularly described as follows, to-wit:

an old dryer located at
401 So. Blaine St

in the City of Newberg, Yamhill County, Oregon.

and has found that said building or structure is an unsafe building as defined by Section 203 of Ordinance No. 1066 of the City of Newberg, Oregon, as amended

Said building or structure is an unsafe building for the following reasons:

1. (X) Building or structure structurally unsafe.
2. () Building or structure not provided with adequate egress.
3. (X) Building or structure constitutes fire hazard.
4. (X) Building or structure otherwise dangerous to human life.
5. (X) Building or structure constitutes a hazard to safety in relation to existing use by reason of inadequate maintenance.
6. (X) Building or structure constitutes a hazard to safety in relation to existing use by reason of dilapidation.
7. (X) Building or structure constitutes a hazard to safety in relation to existing use by reason of obsolescence.
8. (X) Building or structure constitutes a hazard to safety in relation to existing use by reason of abandonment.
9. (X) Building or structure constitutes a hazard to health in relation to existing use by reason of inadequate maintenance.
10. (X) Building or structure constitutes a hazard to health in relation to existing use by reason of dilapidation.
11. (X) Building or structure constitutes a hazard to health in relation to existing use by reason of obsolescence.
12. (X) Building or structure constitutes a hazard to health in relation to existing use by reason of abandonment.

Defects found by the Building Official include the following:

Roof Caved in. Fire Hazard. etc

In accordance with the provisions of said Ordinance you are requested within 30 days after you receive this notice to commence the following:

- () The repair or improvement of said building or structure; as follows:

- (X) The demolition and removal of said building or structure.

- () The demolition and removal of the following described portion of said building or structure, to-wit:

all west wing quarter at North end
also all Ruberh west of Bldg

The work requested of you as hereinabove stated must be completed within 90 days from the date of this notice unless an extension of time is granted to you in writing by said Building Official.

Said building or structure or portion thereof (is) (is not) required to be vacated forthwith and not re-occupied until the required repairs and improvements are completed, inspected and approved by said Building Official.

Personally served on

Salamon Hoy

Building Official

Joan Bakken
Fire Chief

in Newberg, Oregon, this

sixth

day of

July, 1953

City Marshal

8-H

Notice of Unsafe Building

7/6/53

TO: Salamon Hoy

(Name)

Date

401- So. Blaine St

(Address)

You are hereby notified that O. Bakken, Building Official of the City of Newberg, Oregon, has examined or caused to be examined a certain building or structure owned by yourself and more particularly described as follows, to-wit:

an old Dryer, Located at
401 So Blaine St.

in the City of Newberg, Yamhill County, Oregon.

and has found that said building or structure is an unsafe building as defined by Section 203 of Ordinance No. 1066 of the City of Newberg, Oregon, as amended

Said building or structure is an unsafe building for the following reasons:

1. (X) Building or structure structurally unsafe.
2. () Building or structure not provided with adequate egress.
3. (X) Building or structure constitutes fire hazard.
4. (X) Building or structure otherwise dangerous to human life.
5. (X) Building or structure constitutes a hazard to safety in relation to existing use by reason of inadequate maintenance.
6. (X) Building or structure constitutes a hazard to safety in relation to existing use by reason of dilapidation.
7. (X) Building or structure constitutes a hazard to safety in relation to existing use by reason of obsolescence.
8. (X) Building or structure constitutes a hazard to safety in relation to existing use by reason of abandonment.
9. (X) Building or structure constitutes a hazard to health in relation to existing use by reason of inadequate maintenance.
10. (X) Building or structure constitutes a hazard to health in relation to existing use by reason of dilapidation.
11. (X) Building or structure constitutes a hazard to health in relation to existing use by reason of obsolescence.
12. (X) Building or structure constitutes a hazard to health in relation to existing use by reason of abandonment.

Defects found by the Building Official include the following:

Roof Caved in - Fire Hazard - etc

In accordance with the provisions of said Ordinance you are requested within 30 days after you receive this notice to commence the following:

- () The repair or improvement of said building or structure; as follows:

- (X) The demolition and removal of said building or structure.

- () The demolition and removal of the following described portion of said building or structure, to-wit:

all except living quarters at North end
also all Rubbish west of Bldg.

The work requested of you as hereinabove stated must be completed within 90 days from the date of this notice unless an extension of time is granted to you in writing by said Building Official.

Said building or structure or portion thereof (is) (is not) required to be vacated forthwith and not re-occupied until the required repairs and improvements are completed, inspected and approved by said Building Official.

Personally served on

Salamon Hoy

Oscar Bakken
Building Official

in Newberg, Oregon, this

sixth day of
July, 1953.

City Marshal

9-B

7/7/53

STATE OF OREGON)
COUNTY OF YAMHILL) ss.
CITY OF NEWBERG)

AFFIDAVIT OF MAILING

I, THOMAS BEATY, being first duly sworn, depose and say:

That I am the duly elected, qualified and acting Recorder of the City of Newberg. That on the 7th day of July, 1953, I deposited in the United States Post Office at Newberg, Oregon, postage prepaid, letters duly addressed to the following, to-wit:

Mr. Sig Unander, Treasurer of the State of Oregon
Salem, Oregon.

Mr. Jack Beeler, County Clerk of Yamhill County,
McMinnville, Oregon.

Mr. Fred Muhs, County Assessor of Yamhill County,
McMinnville, Oregon.

That each of said letters contained a duly certified copy of the attached Budget Ordinance No. 1137.

Thomas Beaty

Subscribed and sworn to before me this 7th day of July, 1953.

Herbert Huff
Notary Public for Oregon

My Commission expires: 11/15/53

8-8.

CITY OF NEWBERG

NEWBERG, OREGON

July 17, 1953

7/17/53

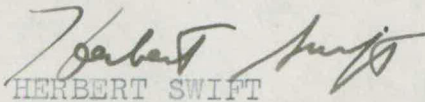
Hon. Mayor and Council
of the City of Newberg,
Oregon

Gentlemen:

I hereby request a leave of absence
as City Attorney during the period from
August 25, 1953, to October 6, 1953,
both dates inclusive. We plan to take
our vacation during this time and will
be outside the State of Oregon.

Thanking you for your consideration,
I remain

Yours very truly,


HERBERT SWIFT
City Attorney

HS:eo

8-P

7/20/53

OATH OF OFFICE

STATE OF OREGON }
County of Yamhill } ss.
City of Newberg }

I, Wayne J. Noble, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of Police Officer of the City of Newberg during my continuance in said office, so help me God.

Wayne J. Noble
Subscribed and sworn to before me this 20 day of July, 1953

Thomas Reedy
City Recorder

8-8

8/22/53

OATH OF OFFICE

STATE OF OREGON)
County of Yamhill) ss.
City of Newberg)

I, John H. Dutton, do solemnly swear that I will support the constitution of the United States, and of the State of Oregon, and that I will, to the best of my ability, faithfully perform the duties of Police Reserve Officer of the City of Newberg during my continuance in said office, so help me God.

John H. Dutton
Subscribed and sworn to before me this 22 day of August, 1953

Thomas Beatty
City Recorder

Bills for August 1953

Anderson Hardware		28.73
Associated Oil Company		266.84
Baker Radio & Electric		1.85
Bobs Auto Company		8.77
Butler Chevrolet Co.		21.21
Cascade Construction	St. Tax Road	38.48
Geo. F. Cake Company		11.84
Crafts Radiator Repair		15.25
Crane Direct Mail Service		12.00
Callaghan and Company		20.00
Coast to Coast Stores		1.98
Consolidated Supply Co.		6.20
City of Oregon City		1.90
Dailey Journal of Commerce	Water Bond	29.00
Dougs Chevron Station		3.30
Zimri Ellis		32.50
Easterday Supply Company		9.30
First National Bank		3.60
The Flox Company, Inc.		85.14
Fosseens, Inc.	Sewer Bond	6.15
Gaylord Brothers, Inc.		9.35
Gibbs Electric Co.		211.84
Carl E. Green & Associates	Water Bond	400.00
Green Lantern Cafe		31.35
C. A. Houser Lumber Co.		21.98
Heaters Repair Shop		3.26
E. N. Hallgren Co.		7.50
Imperial Book Company		65.41
Johns-Manville Sales Corp.	Sewer Bond	79.58
Leverne Johnson		4.95
Johnson & Hedman		21.70
Kilham Stationery & Printing Co.		7.88
Mine Safety Appliance Co.		426.00
Newberg Lumber Yard		2.30
Newberg Richfield Service		3.00
Newberg, Hardware		14.68
Nickells Automotive		1.41
Newberg, Auto Freight		13.43
Newberg Auto Wreckers	Sewer Bond	7.50
Newberg Printing Company		65.55
Newberg Graphic	Water Bond	20.59
Newberg Graphic		1.00
Newberg Sand & Gravel		3.00
Neptune Meter Company		630.00
Newberg Heating Oil Co.		11.55
Nudelman Brothers		27.50
Oregon Finance Officers Association		2.00
Oregon News Company		70.86
Pacific Paint & Chemical Co.		11.50
Pennsylvania Salt Co.		46.14
Pump Pipe and Power Co.		33.20
Portland Gas & Coke Co.		67.25
Portland Concrete Pipe & Prods.	Sewer Bond	432.85
Portland General Electric		1040.96
Rennselaer Valve Co.		190.65
The Roemer House		28.95
Stage Depot		10.15
Tedrick & Quilliam	Sewer Bond	476.05
Waterworks Supplies Co.		34.88
Western Golf Course Supply		6.59
Western Auto Store		3.04
West Coast Telephone Co.		81.55
John Wanner		28.89
Wallaces Variety		3.05
Silas Wallace		10.00
O. C. Yocom Co.	Sewer Bond	58.00
Petty Cash		7.71

\$ 5340.62

8/19/53

No. _____

Affidavit of Publication

STATE OF OREGON, COUNTY OF MULTNOMAH,—ss.

I, W. H. CAPLAN, being first duly sworn, depose and say that I am the Manager of THE DAILY JOURNAL OF COMMERCE, a newspaper of general circulation as defined by Section 1-610 Oregon Compiled Laws Annotated, printed and published at Portland in the aforesaid County and State, that _____

Notice to Contractors _____

a printed copy of which is hereto annexed and marked "Exhibit A," was published in the entire issue of said newspaper for three ~~SIXTY SIX~~ days xxx in the following issues: August 5, 12, 19, 1953

[Signature]

Subscribed and sworn to before me this 19th day

of August, 1953

[Signature]
Notary Public for Oregon.

(My Commission expires MY COMMISSION EXPIRES DEC. 4, 1953)

36144 SM 2-52

"EXHIBIT A"

NOTICE TO CONTRACTORS

Sealed proposals addressed to the City of Newberg, Oregon, and endorsed "Proposal for Water Works Improvement" will be received at the office of the City Recorder until 2:30 P.M., August 26, 1953, and thereafter will be publicly opened and read at the council chambers in the City Hall at Newberg, Oregon.

Bids are invited upon the following work:

Excavation, Common, 500 cu. yds.
Concrete, 160 cu. yds.
Reinforcing Steel, 17,000 lbs.
Installation of pipe, fittings, valves, pumps, equipment, etc.

The city will furnish the following: Gate valves, 4" and larger; mud valves; check valve; automatic float switch; pump and starting gear.

Plans, specifications and contract documents may be seen at the office of the consulting engineers, Carl E. Green & Associates, 510 Henry Building, Portland, or at the City Recorder's Office, Newberg. Plans and specifications will be furnished to bona fide bidders upon receipt of a deposit check in the amount of \$30.00. Deposit checks will be returned provided plans and specifications are returned in good condition.

All bids shall be made on the forms furnished with the specifications and shall be accompanied by a certified check, cashier's check or bid bond payable to the city in an amount not less than five per cent (5%) of the total bid. A one hundred per cent (100%) performance bond will be required of the successful bidder to guarantee faithful performance under the contract. Payments for work are to be made from cash funds on hand.

The city reserves the right to reject any or all bids, to postpone making the award for a reasonable length of time, to waive informalities, and to accept the proposal deemed best in the interest of the city considering the experience, qualifications and equipment of the bidders, and the time required for completion.

By order of the Mayor and City Council, City of Newberg, Oregon.

GEORGE H. LAYMAN, Mayor
THOMAS BEATY, Recorder
Published August 5, 12, 19, 1953.
1185B-3We

8-P

8/25/53

CITY OF NEWBERG

NEWBERG, OREGON

Office of the Mayor
GEORGE H. LAYMAN

August 25, 1953

COUNCIL OF THE CITY OF NEWBERG
Newberg
Oregon

Gentlemen:

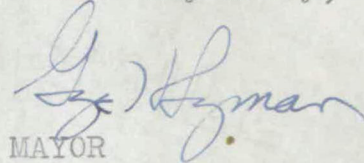
I hereby make the following appointments to the Park Board:

ETHEL PALMER, to succeed herself for the term expiring January 1, 1958,

HOMER HESTER, to succeed Lou Glass, resigned, for the term expiring January 1, 1954.

These appointments are subject to approval of the Council.

Yours very truly,


MAYOR

GHL G

9-13

Bills for September 1953

9/53

Anderson Hardware	1816
Associated Oil Co.	231.27
The Book Store 8	4.60
Bureau of Labor	8.50
Butler Chevrolet Co.,	28.32
Bobs Auto Company	148.00
Crane Direct Mail Service	12.00
George F. Cake Co.	17.97
Consolidated Supply Co.	109.44
City of Oregon City	1.60
Crabtree Rock Company	463.75
Dougs Chevron Station	24.20
Easterday Supply Co.	11.90
Heaters Repair Shop	78.67
C. A. Houser Lumber Yard	7.51
Imperial Book Company	80.76
Johnson & Hedman	21.95
Tom Long	4.14
Munnell & Sherrill	9.75
W. J. McCready Lumber Co.	.82
Newberg Laundry	2.76
Newberg, Printing Co.	11.15
Newberg Hardware	2.75
Newberg Heating Oil Co.	8.25
Newberg Auto Parts	2.06
Newberg Graphic	5.26
Nickells Automotive	27.59
Newberg Auto Freight	11.65
Nicholls Radio	46.40
Oregon News Company	31.85
Pennsylvania Salt Company	15.38
Dr. L. H. Peek	10.00
Portland Paint & Lacquer Products	64.85
Portland Gas & Coke Co.	10.72
Portland General Electric	1201.20
Martin Redding	12.14
Riley Studio	1.82
Henry Rosen	24.50
Scotts Motorcycle Center	28.02
Sandager Shell Service	6.55
Sox Electric Service	14.75
Smiths Gun Shop	64.95
Western Utilities Supply Co.	102.12
West Coast Telephone Co.	72.43
John Wanner	78.59
Wrights Grill	29.80
Petty Cash	6.18

3177.03

8-H

9/8/53

CITY OF NEWBERG

NEWBERG, OREGON

Office of the Mayor
GEORGE H. LAYMAN

September 8, 1953

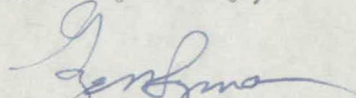
Council of City of Newberg
Newberg
Oregon

Gentlemen:

I hereby appoint C. A. Bump as health officer, to serve at the pleasure of the mayor and council.

This appointment is subject to your approval.

Yours very truly,


George H. Layman
Mayor

GHL:m

8-✓

CITY OF NEWBERG

NEWBERG, OREGON

Office of the Mayor
GEORGE H. LAYMAN

9/8/53

September 8, 1953

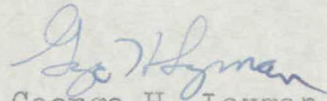
Council of City of Newberg
Newberg
Oregon

Gentlemen:

I hereby appoint Homer Chamberlin
as a member of the Public Library Board for
the term expiring January 1, 1957, to suc-
ceed Fred Hutchens, whose term has expired.

This appointment is subject to
your approval.

Yours very truly,


George H. Layman
Mayor

GHL:m

8-H

9/10/53

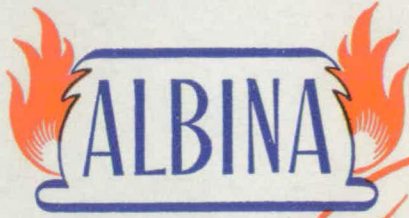
OATH OF OFFICE

STATE OF OREGON)
County of Yamhill) ss.
City of Newberg)

I, Dr. C. A. Bump, do solemnly swear that I will support
the constitution of the United States, and of the State of Oregon, and that I
will, to the best of my ability, faithfully perform the duties of
Health Officer of the City of Newberg during my continuance
in said office, so help me God.

Subscribed and sworn to before me this 10 day of September, 1953.

C. A. Bump
Thomas Beatty
City Recorder



C. L. ARNSTON

Fuel Company

9/21/53
IAN SHAW

TELEPHONE GARFIELD 1161
3246 N. E. BROADWAY
Portland 12, Oregon

September 21, 1953

Mr. Thomas Beaty,
City Recorder,
Newberg, Oregon

Gentlemen:

In reply to your request for fuel oil bids, we would like to submit the following:

Shell light fuel oil, P.S. #300 \$ 3.10 per barrel delivered in your tank.

The above price to be the maximum price for the period ending October 1, 1954. In the event of any decrease in the price of oil during this period, the same shall be passed on to the city.

Deliveries to be made as and when requested and to consist of not less than 32 barrels each. All oil delivered to be corrected to a temperature of 60 degrees at time of delivery.

Thank you for this request, and we hope we may be of service.

Sincerely yours,

Ian D. Shaw

ALBINA FUEL COMPANY

IS



Dependable Fuel Service Since 1903

9-F

9/23/53

New address & phone
ECONOMY OIL COMPANY
4225 N. E. CULLY BLVD.
PORTLAND 13, OREGON
TR. 1105
OFFICE
2311 N. W. Johnson Street

ECONOMY OIL COMPANY

Distributors of

PHONES
Day, ATwater 1023
Night, BEacon 6181



HEATING OILS

PORTLAND 10, OREGON

September 23, 1953

City of Newberg
Newberg, Oregon

Attention Mr. Thomas Beaty, Recorder

Gentlemen:

We propose to deliver you your requirements of P. S. 300 light fuel oil for the city, into your tanks, including all taxes and charges, for a delivered price of \$2.88 per barrel.

This will be Richfield P. S. 300 Fuel and present specifications will verify its high quality.

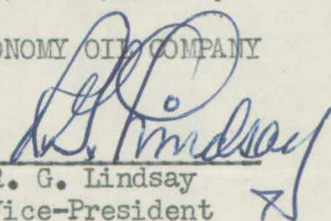
I trust we will have the pleasure of serving you as we have many schools and other institutions in this area.

Any further information will be gladly furnished to you upon request.

Very truly yours,

ECONOMY OIL COMPANY

BY


R. G. Lindsay
Vice-President

RGL/tp



Hart Heating Distributors



DIESEL, FUEL and STOVE OILS

BETTER FUEL OILS

2424 E. BURNSIDE ST. - PORTLAND 15, OREGON

September 24, 1953

City of Newberg
Newberg, Oregon

Attention: Mr. Thomas Beaty, Recorder

Gentlemen:

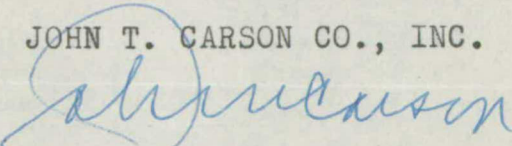
We, the John T. Carson Co., Inc., wish to submit a firm bid of \$2.90 per bbl. for PS #300, Light Domestic fuel oil, to be delivered into your storage at Newberg for 12 months beginning October 1, 1953.

Non-performance of any of the terms of this contract shall be excused so far as caused or contributed to by strikes, fires, accidents or other causes unavoidable or beyond the control of either the Buyer or the Seller.

We have appreciated your co-operation for the past few years, and you may be sure that every effort will be made to keep our service satisfactory to you.

Very truly yours,

JOHN T. CARSON CO., INC.


John T. Carson, President

JTC:eh

OUR MODERN PLANT



TO SERVE YOU BETTER

Above accepted _____
CITY OF NEWBERG

By _____

Bills for October 1953

Associated Oil Company 291.78
 Bills Signal Station 1.00
 The Book Store ~~2~~3.33
 Howard Cooper Corporation 47.81
 Consolidated Supply Co. 78.14
 Casey Tractor & Equipment Co. 25.05
 George F. Cake Co. 6.84
 Crane Direct Mail Service 12.00
 Crabtree Rock Company 105.00
 Economy Oil Company 96.91
 Zimri Ellis 30.00
 Charles M. Gardner & Co. 58.55
 Home Appliance & Paint Co. 1.44
 Heaters Repair Shop 90.68
 Johnson & Hedman 65.20

Keizur Shoes 21.90
 The Neep Equipment Co. 700.50
 Newberg Lumber Yard 1.50
 Newberg Fire Department 336.00
 Newberg Graphic 8.60
 Nickells Automotive 30.00
 Newberg Richfield Service 14.14
 Newberg Sand & Gravel 11.25
 The Oregon News Company 76.33
 J. A. Owens 19.22
 Oregon Textile Mills 53.25
 Portland Gas & Coke Co. 10.11
 Portland General Electric Co. 1122.58
 Martin Redding 1470.02
 Sharlin Brothers 7.87
 Title & Trust Company 15.00
 Tilse Pontiac, Inc. 4.00
 Tracey & Company, Inc. 17.10
 Traffic Safety Supply Co. 7.90
 Silas Wallace 10.00
 West Coast Telephone Co 65.05
 John Wanner 35.18
 Waterworks Supplies Co. 33.84
 Wrights Grill 17.25
 Western Utilities Supply Co. 38.82
 Western Auto Store 3.85
 Petty Cash 50.35

5094.44

11-2-53
 Joel J. J. J.

8-5

10/15/53

October 15, 1953

TO THE HONORABLE MAYOR AND COUNCIL OF CITY OF NEWBERG

Gentlemen: Re: Liability for Sidewalk Accidents.

The above matter had been brought to my attention recently because of an accident in which a local lady injured her arm in a fall on one of the city sidewalks. It is also important to note that the Supreme Court of this state recently decided the case of Olson vs Chuck et al 56 Adv. sheets 1265, opinion rendered July 8, 1953, in which the court construed the provisions of the Portland Charter and Ordinances relative to sidewalk repairs and owners liability. It should be noted that the Portland Charter contains a provision exempting the city from liability as does the Newberg Charter.

The present Newberg Ordinance is number 929(18-109) passed and approved July 2, 1940. This Ordinance contains the following pertinent sections:

Section 23. POWER OF COUNCIL. The city council may provide adequate means for the cleaning and repairing of streets, sidewalks, gutters, sewers and drains and cause such work to be performed as need arises. Such costs to be assessed against the property owner holding the property adjacent to the street or sidewalk on which said cleaning or repairing was performed. The property owner to be notified of the cost of said work within ten days of its completion and given ten days in which to appear before the council and protest such assessment. Upon failure of the owner to protest such assessment or pay same, said assessment shall become a lien upon said property.

Section 24. OWNER. All owners of land within the city limits shall keep in repair all sidewalks constructed or existing in front of, along, or abutting upon their respective lots.

Section 25. NOTICE. The marshal shall cause a notice to be served upon the owner or reputed owner of the adjacent or contiguous lots having defective sidewalks; or if the owner or reputed owner be absent from the city or unknown, service shall be made by posting a copy of such notice upon the premises affected by the proposed improvement which shall be equivalent to personal

service. Said notice shall be served by the marshal or his duly authorized agent, and a return of such service endorsed by him on the original thereof.

Said owner shall within thirty days after such service, construct or repair the sidewalk in front of and adjacent to his property. Said notice shall give the location of the property, the beginning and terminus of the sidewalk to be repaired, the materials to be used in repairing, the penalty for failure to repair, with such additional information as may be necessary.

Section 26. OWNER'S LIABILITY. All owners of property within the city limits of the city of Newberg failing to repair defective sidewalks along and adjacent to their property shall be liable for all damages to whomsoever resulting or arising through their fault or negligence in failing to construct or put such sidewalk in repair.

The remainder of the above-quoted Ordinance provides in detail for the type and nature of sidewalks which may be constructed including specifications and other detail requirements. Furthermore, the construction, or repair of sidewalks by the city under local assessments, is governed by the provisions of Ordinance No. 1111(4-102) passed November 5, 1951.

The following suggestions for amendments to Ordinance No. 929 are submitted:

Section 23 should be combined with section 25 so as to provide for appropriate notice to owners giving them an opportunity to repair sidewalks and thereafter providing for repair by the city creating a lien on the abutting property. The provisions of section 5-309, 5-310, and 5-311 of the Public Works Code of the city of Portland as cited in Olson vs Chuck, supra, could be used with some alteration to cover this phase of the matter. These sections have now been construed by the Oregon Supreme Court.

Section 24 of Ordinance No. 939 could well be broadened to require that the abutting owner "construct, reconstruct, and maintain in good repair" the sidewalks adjacent to his land.

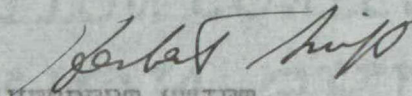
This would be in accordance 5-309 of the Portland Code, supra.

Section 26 could be related to section 44 of the Newberg, City Charter regarding non-liability in accordance with section 5-313 of the Portland Code and there could be added to this section a direct statement that failure by the city to give notice of a need for sidewalk repairs should not constitute a defense in case of injury and litigation. This would be in line with the decision in Olson vs Chuck, supra.

It should be stated that the provisions of this Ordinance are not intended to replace the provisions of Ordinance No. 1111 supra and are intended to provide an alternative method. Furthermore, Ordinance No. 1111 may be referred to regarding collection and foreclosure.

It is my opinion that changes along these lines would be advisable but should be discussed with a representative of our liability insurer before enactment.

Yours very truly,



HERBERT SWIFT

City Attorney

HS:cn

9-B

Bills for November 1953

11/53

Anderson Hardware		2.63
Associated Oil Company		195.21
The Book Store		5.30
Binfords & Mort		2.70
Art Burnside & Company		33.91
Butler Chevrolet Company		50.77
B.&L. Machine & Welding Works		1.75
Cascade Construction Company		44.20
Coast to Coast Stores		3.33
Crane Direct Mail Service		12.00
Crabtree Rock Company	St. Tax Road	708.75
City of Oregon City		4.15
Department of Agriculture		2.50
Dougs Chevron Station		11.37
Easterday Supply Company		20.55
Zimri Ellis		30.00
Gainers Cash Grocery		7.90
Carl E. Green & Associates	Water Bond	250.00
Harriman Heating		16.36
Heaters Repair Shop		8.15
Hersey Manufacturing Company		1.37
Imperial Book Company		80.76
Inloes Motors		2.07
Johnson & Hedman		27.75
Johnson & Hedman	Water Bond	72.20
Leverne Johnson		3.25
Carl W. Massie		13.75
J. W. Meyer Union Station		5.00
W. J. McCready Lumber Co.		12.65
Newberg Auto Freight		16.75
Newberg Graphic		26.90
Newberg Printing Co.		46.13
Newberg Lumber Yard		2.30
Newberg Radio & T.V. Center		5.50
Newberg Sand & Gravel Co.		2.25
Newberg Richfield Service		4.45
Neptune Meter Company		78.72
Nudelman Brothers		3.00
Newberg Auto Parts		4.20
Newberg Hardware		.85
The Oregon News Co.		71.49
Portland Gas & Coke Co.		16.50
Portland General Electric Co.		993.93
Pacific Supply Cooperative		30.00
Martin Redding		50.00
Riley Studio		3.62
Sandager Shell Service		2.20
Sox Electric Company		3.46
Shrocks Home Appliance & Paint		1.34
Scott & Rementeria		2.38
Utilities Supply Co.	Water Bond	999.31
Utilities Supply Co.		8.42
West Coast Telephone Co.		68.30
Silas Wallace		10.00
Wallaces Variety		8.00
Wardrobe Cleaners		2.00
Western Utilities Supply Co.		17.26
John Wanner		35.75
Wrights Grill		16.90
Petty Cash		12.09

4174.33

Joe Yackey
12-7-53



H. K. DENT
CHAIRMAN OF THE BOARD
W. L. CAMPBELL
PRESIDENT

PORTLAND SERVICE OFFICE
PORTLAND 4, OREGON

209 S.W. 4TH AVENUE

LINCOLN BUILDING
TEL: ATWATER 3123

GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE CO. OF AMERICA
GENERAL CASUALTY COMPANY OF AMERICA

HOME OFFICES - SEATTLE 5, WASHINGTON

November 20, 1953

Council Members
City of Newburg
Newburg, Oregon

Gentlemen:

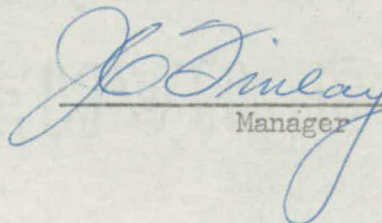
Re: Wehrley & Abner - Newburg, Oregon

We are very pleased to advise you that the captioned insurance agency is a licensed agency representing the three companies indicated in this letterhead.

We will be in a position to offer to you through Wehrley & Abner any standard fire and liability policies necessary for the protection of the City of Newburg.

Would you please give us the opportunity to show you what we have available?

Very truly yours,



Manager

J. C. Finlay
rr

11/28/53

PROPOSAL FOR CONSIDERATION OF OREGON COACHES ASSOCIATION
November 28, 1953

Competitive athletics for elementary school students is of immediate and pressing concern to school administrators and all others who are genuinely interested in the welfare of children of this age. Commercial sponsors are now exploiting thousands of children using high pressure methods. This is made possible, in part, by the failure of many schools to provide adequate programs in physical education, intramurals, and athletics.

The Oregon Coaches Association believes that a sound program of physical education and intramural competition is necessary to give all students an opportunity to participate in wholesome sports. It further believes that a sensible and well supervised program of inter-school competition provides values which are not easily derived from intra-mural sports. Such an athletic program is a challenge to the gifted student and he will develop accordingly.

The Oregon Coaches Association wishes to go on record as favoring the following:

- a. The State Department of Education is requested to consult with the Oregon Association of School Administrators, the Oregon Association for Health, Physical Education, and Recreation, and the Oregon Coaches Association for the purpose of formulating basic principles and administrative policy governing the conduct of competitive athletics in the elementary schools of Oregon.
- b. The State Department of Education shall supervise and control elementary school athletics in Oregon according to the policies agreed upon.

The Oregon Coaches Association submits the following suggestions for consideration in formulating principles and policies governing competitive athletics in the elementary schools of Oregon:

1. No student shall be allowed to compete without a physical examination by a physician.
2. At least 3 weeks of practice and conditioning should precede the first game in any sport.
3. There shall be a definite rest period of two weeks between sport seasons during which there shall be no practice or games.
4. No team shall play more than one game a week except for one basketball tournament.
5. No grade school team shall compete in more than one basketball tournament during a year. In such a tournament, no team shall play on consecutive days, and no team shall play more than 3 games in the tournament.
6. The number of contests in each sport shall be limited as follows:

Football	6	
Basketball	13	if a tournament is played, otherwise 12
Baseball	8	
Track Meets	6	(Any combination of baseball and track not to exceed 8 total contests)

7. Playing time and rest periods should be as follows:

Football 7th and 8th grades - 8 minute quarters, 10 min. between halves

6th grade - 6 minute quarters, 10 min. between halves.

Basketball - - 6 minute quarters, 10 minutes between halves.

Baseball - 7th-8th grades, 7 innings maximum
6th grade, 5 innings maximum

Track - - All distances reduced. 8th grade, maximum 660 yards.
6th, 7th grades, maximum 330 yards.

8. Travel distances should be limited to the immediate vicinity of the community.
9. School districts which are large enough should operate a self-contained program rather than scheduling outside schools.
10. Championships should be of a local nature only. There should be no district or state championships, "Little Bowl" games, or contests of like nature.
11. Coaches shall be qualified and should be certified teachers employed by the school district in which they coach.
12. Games shall be refereed by competent officials.
13. Equipment should be adequate for the protection and safety of players.
14. Practice sessions should be limited to one hour for 6th grade students and $1\frac{1}{2}$ hours for 7th and 8th grade students.
15. Practices should be conducted in the afternoon, and all possible games should be scheduled in the afternoon. (After school)
16. Games should be scheduled so as to interfere as little as possible with school time.
17. Publicity should be of a team nature only with a minimum of emphasis on individual performance.
18. Sponsorship of teams should be by the school administration only. No outside organization or commercial interest should influence or control the administration of the athletic program. (Gifts of uniforms, equipment, etc. should have no strings attached which might influence the conduct of the program. Such gifts are not inherently harmful.)
19. There should be no girls' competitive athletics. Play days and invitational games where social values are emphasized should be encouraged.

ELEMENTARY SCHOOLS ARE CONSIDERED TO BE ALL GRADES THROUGH GRADE 8

9-b

Bills for December 1953

12/53

American Water Works Assoc.		10.00
Automatic Control Company	Water Bond Fund	106.85
Bills Signal Service		2.00
Binfords & Mort		4.84
Butler Chevrolet Company		63.04
George F. Cake Company		13.46
Columbia Equipment Co.		106.16
Crabtree Rock Company	St. Tax Road Fund	1006.25
Crafts Radiator Repair		36.83
Consolidated Supply Company		253.35
Dougs Chevron Service		5.25
Economy Oil Company		102.61
Easterday Supply Company		6.80
W. E. Finzer Company		544.69
Charles M. Gardner & Co.		14.44
Gaylord Brothers Inc.		27.45
Green Lantern		26.90
Carl E. Green & Associates	Water Bond Fund	250.00
Heaters Repair Shop		78.08
Howard Cooper Corporation	St. Tax Road	253.49
Hutchens Taxaco Station		2.00
Imperial Book Company		4.66
Imperial Products Co.		18.40
Irwin Hodson Company		41.55
Kilham Stationery & Printing		4.70
Miller Meters Inc.		30.85
Newberg Lumber Yard		6.86
Newberg Printing Company		128.17
Newberg Richfield Service		8.45
Newberg Laundry		3.23
Newberg Auto Parts		3.94
Marks Plumbing & Heating		16.30
Newberg Graphic		39.20
Nickells Automotive		8.59
Oregon Textile Mills		81.80
Oregon News Company		48.50
Pacific States Cast Iron Pipe Co.	Water Bond	170.22
Portland Gas & Coke Co.		17.12
Portland General Electric		759.05
Martin Redding		178.78
Renne Hardware		2.04
Shrocks		2.01
Utilities Supply Co.	Water Bond	120.88
Vics Battery Service		5.25
John Wanner		53.34
West End Grocery		2.67
Petty Cash		20.67

 4691.72

Associated Oil Co.
 West Coast Telephone Co.
 Anderson Hardware

Jan 4th 1954
 Joe Yancy

g.d
12/2/53
ROBERT F. HURFORD
811½ E. First Street
NEWBERG, OREGON

I N S U R A N C E

December 2, 1953



Newberg City Council
Newberg, Oregon

Gentlemen:

This is to advise that my office has company facilities in which to handle your insurance program and we solicit this privilege.

The fire insurance that we propose writing covering your various properties would be written in a stock participating company and liability insurance would be placed in a reputable casualty stock company.

Awaiting your favorable comments, I am

Yours very truly,

Robert F. Hurford,

RFH:rak

8-8



PROTECT WHAT YOU HAVE®

HOMER A. CHAMBERLIN

INSURANCE - REAL ESTATE

TELEPHONE 982

300 EAST FIRST

NEWBERG, OREGON

12/7/53

December 7, 1953

The City Council
City of Newberg
Newberg, Oregon

Gentlemen:

This letter is to advise you on several matters on which I am told you would like specific information regarding insurance.

- No.1 - Any fire insurance or liability insurance which you now have or may need can be written through this agency with any one of several different companies. The policies would either be in mutual or in stock companies as you wish, for the fire insurance. Two of my casualty companies have specifically stated that they would write the present liability insurance at the present rates and premiums you are now paying.
- No.2 - I live in Newberg and pay property taxes in Newberg. This property is at 512 S. Howard Street. I also have an office in Newberg, on First street and have had continuously since May 15, 1944.
- No.3 - I am, and have been for about seven years a member of the Oregon Association of Insurance Agents. There are four members of this association in Newberg who have voluntarily joined it in the interests of better standards of performance in the insurance business. Agents writing insurance as a sideline usually do not join.
- No. 4 - It is my belief that the insurance business of the City of Newberg should be placed by the Council through a committee of citizens and tax payers who are in the general insurance business, who maintain offices where they can serve their clients, who have been in this position for at least five years, and who have been members of the Oregon Association of Insurance agents for several years, and that they should share in the benefits and responsibilities of placing this business on terms which they agree to amongst themselves. Such a committee of such agents should be considered by the Council as competent to handle their insurance business and should be responsible to it and serve at its pleasure. For the Council to continue to do business exclusively with one agent when this other method is available to them is obviously unfair; and your own interest in this subject at this time clearly demonstrates most of you feel the same.
- Thank you for this opportunity to state my position.

Insurance Company of North America
Yours truly,
Homer A. Chamberlin
Agent

8-2

12/7/53

B. M. LEFEVRE

AGENT

313 FIRST STREET
NEWBERG, OREGON

December 7, 1953

Honorable Council,
City of Newberg,
Newberg,
Oregon

Gentlemen:

Apparently the question has been raised by someone in the Council as to the ability of the agents in the town writing coverage and the extent to which the agent could participate.

For my agency, I wish to state that I have twelve companies, of which at least eight could probably write on risks that have a limit of from \$500,000.00 to three million, and I hardly think that the assets of the city will equal those amounts. So far as casualty is concerned, I might mention that I have the Firemen's Fund, the Glens Falls, the Globe Indemnity and the Maryland Casualty. I have accepted risks in the past and have some at the present time that run somewhere around \$600,000.00, and presumably you won't have anything equal to that amount that has to be covered. So I feel that my agency can handle any business that may be submitted for insurance.

Consistent with the time that the agents have been in business in the city, I believe that the business should be distributed equitably, as they are all interested in the welfare of the city, and presumably most of them are paying taxes here.

Yours truly,

B. M. LeFevre

BML:td



ESTABLISHED 1886



9-P
12/14/53
STANDARD FRANCHISE AGREEMENT - ORDINANCE NO. 1143

An ordinance granting Portland General Electric Company, an Oregon corporation, its successors and assigns, for a period of twenty years from and after the effective date of this ordinance, the right and privilege to erect, construct, maintain and operate within the corporate limits of the City of Newberg, Oregon, as such limits now exist or may be hereafter constituted, an electric light and power system with the poles, wires, fixtures, underground circuits and equipment necessary or convenient to supply said City and the inhabitants thereof and others with electric energy for light, power and other purposes, upon, over, along, under and across the streets, alleys, roads and other public ways and places within the corporate limits of said City, fixing the terms and conditions thereof, and providing for the manner of determination of the effective date thereof.

~~IT IS ORDAINED BY THE COMMON COUNCIL OF THE CITY OF~~
The City of Newberg Ordains as Follows:
NEWBERG

Section 1. That Portland General Electric Company, an Oregon corporation, hereinafter sometimes referred to as the "Company," is hereby granted, subject to the terms and conditions hereof, the franchise right and privilege to erect, construct, maintain and operate an electric light and power system within the corporate limits of the City of Newberg, herein sometimes referred to as the "City," as the same now exist, or may be hereafter constituted, and the franchise right and privilege to erect, construct, maintain and operate poles, wires, fixtures, equipment, underground circuits and other property necessary or convenient to supplying the City and the inhabitants thereof and other persons and territory with electric energy for light, power and other purposes, upon, over, along, under and across the streets, alleys, roads and other public ways and places within the corporate limits of the City as the same now are or may be hereafter constituted.

All poles, wires, fixtures, equipment, underground circuits and other property owned or in possession of the Company now located within the corporate limits of the City shall be deemed to be covered by the terms of this ordinance and to be located in accordance therewith, and the location and placement thereof is hereby approved.

Section 2. That all rights and privileges hereby granted

shall be effective as of January 1, 1954 and shall terminate at the expiration of twenty years from said date, except that in the event the Company shall fail, neglect or refuse for thirty (30) days after demand in writing by the City to perform any or all of the obligations or requirements set forth in this ordinance to be performed by the Company, then the rights and privileges herein granted may be terminated and annulled by the Common Council or other legislative body of the City, and the Company shall forfeit all rights and privileges hereby granted.

Section 3. That the Company shall, if requested so to do, file with the City Engineer, or other City official designated by the City, maps or sketches showing any proposed construction work to be done by the Company within the corporate limits of the City, and such construction work shall be done in a reasonably safe manner subject to the approval of the official designated by the Council of the City and in accordance with requirements of applicable State laws and City ordinances.

Section 4. That the Company, under the direction of the City or its properly constituted authorities, may make all necessary excavations in any street, alley, road or other public way or place for the purpose of erecting, constructing, repairing, maintaining, removing and relocating poles and other supports for its wires, conductors, lights or street lights; and laying, repairing and maintaining its underground conduits and pipes; and for placing, maintaining and operating its wires and conductors. All poles of the Company shall be erected at the outside edge of the sidewalk unless otherwise directed by the proper City authorities.

Section 5. That when any excavation shall be made pursuant to the provisions of this ordinance, the Company shall restore the portion of the street, alley, road or public way or place to the same condition to which it was prior to the excavation thereof, and all work shall be done in strict compliance with the rules, regulations, ordinances

or orders which may be adopted from time to time during the continuance of this franchise by the Common Council of the City or as may be otherwise provided by law.

Section 6. That the City, by its properly constituted authorities, shall have the right to cause the Company to move the location of any pole whenever the relocation thereof shall be for public necessity, and the expense thereof shall be paid by the Company.

Section 7. That nothing in this ordinance shall be construed as in any way to prevent the City from sewerage, grading, paving, plank-ing, repairing, widening, altering or doing any work that may be desirable on any of the streets, alleys, roads or public ways or places; but all such work shall be done, if possible, in such manner as not to obstruct, injure or prevent free use and operation of the said electric light and power system of the Company.

Section 8. That whenever it shall be necessary in sewerage, grading, or in making any other improvement in any street, alley, road or other public way or place, to remove any pole, underground conduit or equipment belonging to the Company or on which any light, wire or circuit of the Company shall be stretched or fastened, the Company shall, upon ten (10) days' written notice from the City, or its properly constituted authorities, remove such pole, underground conduit, equipment, light, wire or circuit, and if it fails, neglects or refuses so to do, the City, by its properly constituted authorities, may remove the same at the expense of the Company.

Section 9. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables or wires or other apparatus of the grantee to permit the passage of any building, machinery or other object, the said grantee will perform such rearrangement on seven (7) days' written notice from the person or persons desiring to move said building, machinery or other objects. Said notice shall bear the approval of such official as the Common Council may designate, shall detail the route of movement of the building, machinery or other objects, shall

provide that the costs incurred by the grantee in making such rearrangements of its aerial plant will be borne by the person or persons giving said notice and shall further provide that the person or persons giving said notice will indemnify and save said grantee harmless of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary arrangement of the aerial plant of the grantee, and, if required by grantee, shall be accompanied by a cash deposit or a good and sufficient bond to pay any and all such costs as estimated by grantee.

Section 10. That the rights and privileges granted by this ordinance are granted upon the conditions herein contained and also upon the following considerations and conditions to wit:

(a) That Portland General Electric Company shall, within thirty (30) days from the effective date of this ordinance, file with the City Recorder its written acceptance of this ordinance, subject to all the terms, obligations, restrictions and provisions of this ordinance, and upon the expiration of the allotted time for the acceptance of this ordinance, the same not having been accepted unconditionally, then this ordinance shall become wholly void, inoperative and of no effect.

(b) That in consideration of the rights and privileges herein granted, the Company shall pay to the City a franchise fee for each full calendar year during the life of this franchise beginning with the year 1954 an annual fee of three per cent of the gross revenue as defined herein for the immediately preceding calendar year.

Gross revenue as used in this ordinance shall be deemed to

include any revenue earned within the City from the sale of electric energy after adjustment for the net write-off of uncollectible accounts computed on the average annual rate for the entire Company and excluding sales of electric energy to large industrial customers with nominal demands of 3,000 kw or greater and also excluding sales of electric energy sold by the Company to any public utility when the public utility purchasing such electric energy is not the ultimate consumer. A public utility as defined herein is any individual, partnership, cooperative, corporation or government agency buying electric energy and distributing such electric energy to other customers or users.

(c) That in consideration of the agreement of the Company to make such payments, the City agrees that no license, tax or charge on the business, occupation or franchise of the Company shall be imposed upon, exacted from or required of the Company by the City during the term of this ordinance, but this provision shall not exempt the property of the Company from lawful ad valorem taxes/ or from special assessments for public improvements.

(d) That on or before the first day of March 1954, and on or before said day of each year thereafter during the term of this franchise, the Company shall file with the City Recorder a statement under oath showing the amount of gross revenue of the Company within the City on the basis outlined in paragraph (b) hereof for the calendar year immediately preceding the year in which the statement is filed. The annual franchise fee for the year in which the statement is filed shall be computed on the gross revenue so reported. Such franchise fee shall be payable annually on or before the first day of April beginning in the year 1954. Upon receipt of such annual payment the City Recorder shall issue his receipt therefor, which shall be full acquittance of the Company for the payment. If controversy arises as to the amount of gross revenue within the meaning of this ordinance, the amount of such gross revenue as determined by the Public Utilities Commissioner of Oregon after examination of the Company's records shall be deemed the correct amount. Any difference of payment due either the City or the Company through error

or otherwise shall be payable within fifteen (15) days of discovery of such error. Should the Company fail or neglect to pay any of said annual payments provided for in this Section for thirty (30) days after any annual payment shall become due and payable and after thirty (30) days' written notice from the City, the City, by its properly constituted authority, may at its option either continue this franchise in force and/or proceed by suit or action to collect said payment or declare a forfeiture of this franchise because of the failure to make such payment but without waiving the right to collect earned franchise payments.

(e) That the City reserves the right to cancel this franchise at any time upon one year's written notice to the Company in the event that the City decides to engage in public ownership of light and power facilities and the public distribution of electric energy.

(f) That the Company shall permit the City to string wires on poles of the Company for municipal fire, police and water departments, and for municipal telephone, telegraph and traffic signal systems and to attach to the top of any pole city fire alarm and police signals, provided that such wires and signals shall be strung so as to interfere as little as possible with the wires of the Company and to conform to the provisions of the National Electrical Safety Code; and further, that the City shall indemnify and hold the Company harmless from loss or damage resulting from damage to property or injury or death to City employees or the public arising from or connected with the use of said poles by the City.

(g) That the Company shall not during the term of this franchise sell, assign, transfer or convey this franchise without the consent of the Common Council of the City expressed by ordinance first obtained, and that upon obtaining such consent all of the provisions shall inure to and bind the successors and assigns of the Company; and whenever the Portland General Electric Company shall be mentioned in this ordinance, it shall be understood to include such successors or assigns in interest of the Portland General Electric Company as shall

have been so consented to by the Common Council.

(h) That the Company shall render the service hereby authorized to be supplied upon equal terms without unjust discrimination or undue preference to any users within the City.

Section 11. That the rates to be charged by the Company for electric energy shall be such as may be fixed and/or approved by the Public Utilities Commissioner of Oregon, or any other governmental official, commission or body having jurisdiction.

Section 12. That the Company hereby agrees and covenants to indemnify and save harmless the City and the officers thereof against all damages, costs and expenses whatsoever to which it or they may be subjected in consequence of negligence of the Company, or its agents or servants, in any manner arising from the rights and privileges hereby granted.

Section 13. That the franchise hereby granted shall not be exclusive and shall not be construed as any limitation on the City to grant rights, privileges and authority to other persons or corporations similar to or different from those herein set forth.

Section 14. That all rights, authority and grants herein contained or conferred are also conditioned upon the understanding and agreement that these privileges in the streets, alleys, roads and other public ways and places of the City are not to operate in any way so as to be an enhancement of the Company's properties or values or to be an asset or item of ownership in any appraisal thereof.

Section 15. Ordinance No. 935 & 987 is hereby repealed, and upon acceptance by the Company of the franchise herein granted, all rights and obligations arising under Ordinance No. 935 & 987 shall terminate.

Section 16. That because it is necessary for the peace, health and safety of the people of the City that an arrangement be made immediately with the Company governing the continued use of public property within the City, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect upon its passage by the Council and approval by the Mayor.

Passed by the Council this 14th day of December, 1953

Approved by the Mayor this 14th day of December, 1953

AYES: 6

NAYS: 0

ABSENT: 2

GHL
Mayor of the City of Mercury, Oregon

ATTEST: TP
Recorder of the City of Mercury, Oregon

8-7

12/15/53

UNITED STATES DEPARTMENT OF AGRICULTURE
Yamhill County FMA Committee
Palm Bldg., McMinnville, Ore.

Date: 12/15/53

On the above date City of Newberg by W. Probasco
requested Federal cost sharing for the following practices on his
farm: Just 8
Pub. wks

1. Forestry - Planting 60A

A-7 PLANTING OR INTERPLANTING FOREST TREES ON FARM LAND FOR FORESTRY
PURPOSES, WINDBREAKS, SHELTER BELTS, AND FOR EROSION CONTROL

CONDITIONS:

1. A qualified forester must set up specifications for each farm.
2. Plantings must be protected from fire and grazing.
3. No Federal cost-sharing will be allowed for planting orchard trees, or for plantings for ornamental purposes.
4. Federal cost-sharing may be authorized for clearing land occupied largely by scrubby brush of no economic value to permit planting of desirable tree species. Clearing by bulldozing, spraying, burning, or hand grubbing, alone or in combination, may be approved. Clearing shall be limited to areas where the slope does not exceed 50%. Necessary erosion preventive measures must be carried out.
5. Federal cost-sharing for fencing shall be limited to permanent fences meeting the following specifications:

Posts shall be of standard size and of steel or other durable material, that is either naturally decay resistant, or treated by an approved process. Posts shall be spaced not more than 20 feet apart. Rock jack, figure four and stay construction may be used where it is impracticable to set posts, and spacing shall conform to standards established for the area.

Barbed wire shall be new and not less than 12 $\frac{1}{2}$ gauge material. No fence will qualify with less than three strands of new barbed wire.

Woven wire will qualify when at least one strand of barbed wire is placed above, and the county committee may require additional strands where necessary.

Boundary and road fences and the repair, replacement, or maintenance of existing fences are excluded. Domestic animals must be excluded from the fenced area.

FEDERAL COST -SHARE:

- (1) Trees and planting \$15.00 per acre.
- (2) Land clearing \$10.00 per acre.
- (3) Fencing materials
 - (a) 75 cents per rod of barbed wire fence
 - (b) \$1.10 per rod of woven wire fence.

8-9

12/23/53

Carl E. Green & Associates
CONSULTING ENGINEERS

TELEPHONE: BROADWAY 2770
510 HENRY BUILDING
PORTLAND 4, OREGON

FILE 11
DATE Dec. 23. 1953

Mayor & City Council
Newberg, Oregon

% Mr. Thomas Beaty, City Recorder

Re: Kearney & Sharp Contract

Gentlemen:

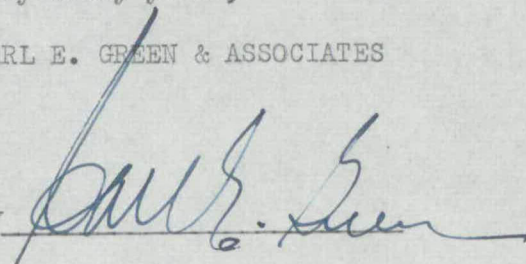
I received today from Kearney & Sharp a letter dated Dec. 16 in which an extension of time has been requested on their water treatment plant contract because of delay in receipt of City materials.

Since some delay has occurred and further since the City is not in immediate need of the plant, I recommend that an extension of thirty days be granted.

Very truly yours,

CARL E. GREEN & ASSOCIATES

By



CEG/fg

8-P

OATH OF OFFICE

12/31/53

STATE OF OREGON)
County of Yamhill) ss.
City of Newberg)

I, William M. C. Doescher, do solemnly swear that I will support
the constitution of the United States, and of the State of Oregon, and that I
will, to the best of my ability, faithfully perform the duties of
Police Officer of the City of Newberg during my continuance
in said office, so help me God.

William M. Doescher

Subscribed and sworn to before me this 31 day of December, 1953.

Thomas Beatty
City Recorder