

9-B

Bills for December 1953.

12/5

Associated Oil Company		200.04
Anderson Hardware		13.73
American Waterworks Association		10.00
B. & L. Machine & Welding Works		36.65
Binfords & Mort		7.20
The Book Store		4.35
Butler Chevrolet Company		164.94
George F. Cake Co.		12.10
Christies Shell Service		3.55
Coast To Coast Stores		1.85
Consolidated Supply Company		68.00
Crabtree Rock Company	Special Road Fund	552.45
Crane Direct Mail Co.		12.00
Dougs Chevron Service		1.50
Zimri Ellis		30.00
The Fideler Company		4.92
Gainers Cash Grocery		5.05
Gaylor Brothers Inc.		34.25
Hersey Manufacturing Co.		128.09
Heaters Repair Shop		7.86
Howard Cooper Corporation	State Tax Road	300.00
Irwin Hodson Company		39.77
Millers		15.20
McCreedy Lumber Company		39.27
Meyers Union Station		3.50
Newberg Auto Freight		1.38
Newberg Hardware		1.87
Newberg Heating Oil Co.		4.49
Newberg Graphic		2.80
Newberg Graphic		27.26
Neptune Meter Company		2.80
Neep Equipment Company		5.25
Newberg Sand & Gravel		2.50
Newberg Printing Company		37.50
Nickell Automotive		1.64
The Oregon News Company		77.87
Oregon Textile Mills		179.75
City of Oregon City		1.85
Pacific States Cast Iron Pipe Co.	Water Bond	50.00
Don R. Phillips		14.41
Portland Gras & Coke Co.		17.14
Pacific Stationery Company		12.29
Portland General Electric Co.		791.67
The R. S. & S. Company		15.30
Riley Studio		7.98
Renne Hardware		.90
Martin Redding		89.21
Herbert Swift	Imp. Fund.	1122.30
Sandager Shell Service		9.70
Tedrick & Quilliam Ditching Co.	Wa er Bond	514.00
Tilse Pontiac Inc.		2.17
Utilities Supply Co.		55.36
Valley Petroleum		24.38
Verd-A-Ray Corporation		92.72
Silas Wallace		10.00
Wallace & Tiernan Sales Corp		5.97
West End Grocery		1.78
Wallaces Variety		18.00
John Wanner		77.83
O. B. Westfall		1.50
West Coast Telephone		69.45
H. W. Wilson Co.		12.00
O. C. Yocom Company		69.75
Petty Cash		10.45

7-P

1/52

CITY OF NEWBERG, OREGON

SPECIFICATIONS & PROPOSAL FOR FURNISHING AND INSTALLING
DEEP WELL PUMPING EQUIPMENT FOR WELL #2

January 1952

City Officials

Dr. Homer Hester, Mayor

Thomas Beaty, Recorder

G. Weller Probasco, Supt. of
Utilities

Consulting Engineers

Carl E. Green & Associates

510 Henry Building

Portland 4, Oregon

NOTICE TO BIDDERS

Sealed proposals for furnishing and installing a deep well submersible pump will be received until 7:30 P.M., ^{MARCH 3} February 4, 1952. Proposals shall be addressed to the City of Newberg and mailed or delivered to the City Recorder.

The equipment to be bid and installed consists of submersible pump, motor, starting gear and cable to be installed in a well alongside of the State Highway about two miles south of Newberg. The site is accessible by truck.

All proposals shall be on regular forms furnished by the City or its Consulting Engineers, Carl E. Green and Associates, 510 Henry Building, Portland 4, Oregon.

A certified or cashier's check in the amount of five percent (5%) of the total bid shall accompany the proposal. Should the successful bidder fail to enter into a contract within ten days after notice of award, the City will retain the check.

Specifications, proposal and form of contract for said equipment may be obtained by bona fide bidders free of charge at the office of the City Recorder, City Hall, Newberg, Oregon, or at said office of Carl E. Green & Associates. Proposals will be opened and considered by the Common Council of the City of Newberg at a regular meeting to be held at and after 7:30 o'clock P.M. ^{MARCH 3} February 4, 1952, at the Council Chambers in the City Hall, Newberg, Oregon.

The City reserves the right to reject any or all bids and to accept the proposal deemed in the best interest of the City considering bid prices, experience of bidder, equipment, and time required to furnish and install the equipment.

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

THOMAS BEATY
Recorder of the City of Newberg

EQUIPMENT SPECIFICATIONS

1. Operating Conditions

The equipment herein specified shall be installed in a 12" cased well having a total depth of 90 feet and with perforations from the 65 foot to 85 foot levels. It is anticipated that the static level in the well during pumping periods will vary from about 30 to 40 feet below ground level and the draw down at the specified pumping rate should not exceed six feet. The well will be subject to flooding by the Willamette River during extreme high water. The starting equipment will be mounted on power poles along with a transformer at an elevation about 15 feet above ground level and about 150 feet distant from the well.

The pump is to deliver water by means of an 8" connection to a 12" steel pipe line which crosses the Willamette River bridge north of the well.

The equipment furnished shall have a capacity in the order of 750 gallons per minute against a total dynamic head of about 125 feet including head losses in pump and 8" riser pipe.

2. Pump

The pump shall be of the deep well turbine, vertical, multi-stage type direct connected to a submersible motor. The entire assembly shall be designed and constructed so as to operate satisfactorily with the entire unit suspended in the well below water level. The inlet strainer shall be located under the lowest stage bowl and above the motor.

The pump shaft bearings shall be of the water lubricated type and the motor bearings shall be oil lubricated within a water proof, sealed assembly.

3. Pipe Column

The pipe column supporting the pump and motor assembly shall be not less than 8" in diameter and of standard weight steel pipe. The top of the 8" discharge pipe shall be fitted with a flanged cover plate which may be bolted tightly on the well. The cover plate assembly shall be fitted with an 8" flanged steel or cast iron discharge elbow for installation in a concrete pit below ground level.

The length of column shall be such that the center line of the strainer inlet shall be located about 75 feet below the top of well casing.

4. Pump Bowls & Shaft

The pump bowls shall be of close grained, high quality, dense cast iron. Pump impellers shall be of all bronze construction, carefully machined. The pump shaft shall be of ground and polished extra heavy stainless or rustless steel.

5. Motor

The motor shall be forty horse power, 440 volt, three phase unit entirely enclosed and sealed in a steel assembly so as to prevent the entry of any water to the motor unit, and shall be manufactured by a concern having extensive experience with the fabrication of motors of this type.

6. Depth Gauge

A water level depth gauge shall be installed with the equipment. The air line into the well shall extend to a point approximately seventy feet (70') below the top of the well. The pipe or tubing so installed shall be fitted with a brass or copper tag in the concrete valve pit indicating the exact length of pipe or tubing in the well. The bidder shall also furnish all required fittings; air valve connections; an

accurate, first quality depth gauge having face not less than 3" in diameter and calibrated in feet of water; and hand air pump.

7. Operating Speed

The bidders shall clearly indicate the speed at which the motor and pumping unit are designed to operate, and whether or not the unit bid may meet the required conditions by operation at different speeds.

8. Starting Equipment and Switching Gear

The starter shall conform to the design, construction and performance requirements of the N.E.M.A. and shall be totally enclosed within a weather proof sheet metal case. The starter shall have a rating equal to or in excess of the pump motor and shall provide thermal overload protection. Heater elements or relays shall be of the manually reset type. A magnetic, reduced voltage starting compensator shall be provided.

The starting equipment shall permit either manual or automatic operation. A selector switch of the "Manual-off-Automatic" type shall be included, as well as a start-stop push button station for manual operation.

A fused disconnect switch of the three pole, enclosed type built for quick make and break shall also be included with the starting equipment. A separate pole shall be provided for each ungrounded conductor in the starting equipment. Overload and undervoltage protection shall also be included. All of the foregoing equipment shall be designed for use with 440 volt, 3 phase, 60 cycle A.C.

9. Power Cable

Power cable supplied with the equipment shall be especially

designed and constructed for underwater service and shall be of sufficient length to run to starting gear to be installed about 15 feet above ground level and about 150 feet distant from the well horizontally. Cable shall be rated in accordance with the National Electric Code of the National Board of Fire Underwriters.

10. Automatic Control

The equipment herein specified will initially be operated manually but later will be remotely controlled from a proposed water treatment plant to be constructed on the north side of the Willamette River. Such equipment will be automatic and will control relays to be provided with the starting gear at the well site. The City will furnish and install the automatic remote control equipment at a later date, but the starting equipment furnished shall be so designed and built as to operate satisfactorily under the described conditions.

11. Installation

The Bidder shall deliver the pumping equipment to the well site and install it complete exclusive of concrete pit to house gate valve, check valve, water level gauge, etc. The City will construct the necessary concrete enclosure, but the equipment, top plate, and discharge elbow shall be furnished and installed by the Bidder. Installation of 8" check valve, 8" gate valve and connections to the pipe line from the well will be made by the City.

12. Performance Curves, Cuts, Catalogs

Bidders shall submit with bids complete descriptive data, cuts, catalogs, performance curves showing head-capacity, horse power and efficiency throughout the entire operating range of the equipment

bid. Data furnished shall clearly and accurately show the type of construction, materials, and design of all of the equipment.

13. Guarantee & Tests

Proposals shall include statements of efficiencies of both the pump and the motor, and the overall water to water efficiency will be determined by actual field tests. The Bidder shall state the KWH of power consumption per 1000 gallons of water pumped against the head specified. The complete unit in place shall be guaranteed by the bidder to show not less than the product of the pump and motor efficiencies, and acceptance and payment for the equipment shall be contingent upon the results of such test made under actual working conditions after the pump has been installed and in operation.

The total head shall be computed from the difference in level between the point of discharge and the level in the well during pumping operations plus an allowance for friction losses in the valves, fittings and pipe line from the pump discharge to the point of delivery of water, as determined by the Consulting Engineer.

The test shall be jointly conducted by a representative of the Bidder or manufacturer of the equipment and the Engineers. In addition to the efficiency test, a continuous run of not less than 24 hours shall be used to check lubrication, etc.

14. Experience In Manufacture and Use

The manufacturer of submersible pump and motor bid shall have a record of successful manufacture and performance of the unit bid.

15. Delivery and Payment

Bidders shall state time of delivery of equipment and the successful bidder shall furnish drawings of cover plate, discharge elbow, setting of air line equipment, etc. well in advance of contemplated delivery

in order that the concrete structure may be ready for the installation.

Payment for the equipment will be made by the City from cash funds after installation, successful operation and acceptance.

PROPOSAL

To the Mayor and City Council
Newberg, Oregon

Gentlemen:

We, the undersigned, propose to furnish, deliver and install
for the City of Newberg, Oregon, the following electric motor driven
deep well turbine pump, together with all starting equipment and
accessories in conformance with the Specifications herewith attached,
for the lump sum of _____

_____ DOLLARS (\$) _____

Make of Pump _____

Designated as _____

Number of Bowls _____ Diam. of Impellers _____ inches

Impeller Material _____

Size of Column _____ Inches Thickness _____ inches

Size of shaft _____ Inches Shaft Material _____

Shaft lubrication & bearings _____

Shut-off Pressure _____

Make and Type of Motor _____

Motor Horse Power at 40° F. Rise _____

Type of Motor Bearings _____

Make and Type of Starter & Electrical Equipment _____

Bowl Efficiency of Pump _____ percent

Overall Pump Efficiency _____ Percent

Electric Motor Efficiency _____ percent

Combined overall Efficiency of Pump and Motor, Water to Water in
specified range _____ percent

Does equipment offered differ from specification requirements? If
so, how? _____

KWH per 1000 Gallons _____

Included herewith are catalogs, curves and descriptive data for
the equipment bid as follows:

DELIVERY

The undersigned bidder agrees to make delivery and install the
equipment included in these specifications within _____
days from the date of award of the contract.

BIDDER

By _____

Title _____

Address _____

Date _____

FORM OF CONTRACT

THIS AGREEMENT, made and entered into this _____ day
of _____, 1952, by and between the City of Newberg, Oregon, and
hereinafter called the City, Party of the First Part, and

hereinafter called the Bidder, Party of the Second Part,

WITNESSETH:

For and in consideration of the covenants and agreements herein
contained, and the consideration hereinafter to be paid, the Party of
the Second Part agrees to furnish all materials and pumping equipment
required for City well #2 and install same complete and in a workman-
like manner, all in accordance with the specifications and proposal
hereto attached, and in accordance with the requirements of, and
under the direction of the City's Consulting Engineer.

The Bidder further agrees that Notice to Bidders, Equipment
Specifications, and the Proposal dated _____
all appended to this contract agreement, are hereby specifically
referred to and made a part of this contract and shall have the
same force and effect as though the same were fully inserted herein.

IN WITNESS WHEREOF, the parties hereto have here unto set
their hands and seals.

City of Newberg, Oregon

Party of the First Part

By _____
Dr. Homer Hester, Mayor

Approved as to Form:

Bidder, Party of the Second Part

Herbert Swift, City Attorney

Attest:

By _____

Title _____

Address _____

Thomas Beaty, City Recorder

1-7-52
January 7, 1952.

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 December, 1951:

ARRESTS

No Operator's License	2	Drinking in an auto -	1
Drunk on Public Highway	1	Reckless Driving	1
Non-Stop	3	Excessive Muffler Noise	2
Larceny of Auto	4	Selling Liquor to Minors	1
Failure to stop and leave name and address	2	Driving while under the in- fluence of intox. liquor	1
Failure to yield right of way to Pedestrian	1	Failure to yield right of way	1
Drunk in an Auto	2	Stolen auto recovered	1
V. B. R.	5	Larceny by Bailee	1
No M.V. License	7	Hit and Run	1
		Petty Larceny	1

Total Arrests 39

COMPLAINTS AND INVESTIGATIONS

Auto accidents investigated	14	Assistance	3
Suspected Forgery	1	Lights out	25
B & E	1	Parking	4
Larceny	2	Water Dept. Emergencies	2
Light pole broken	1	Street Dept. "	2
Reported gambling	1	Dogs	3
Traffic	7	Check on open door	1
Shooting in City	1	Disorderly conduct	3
Minors purchasing beer	1	Suspicious persons	2
Nuisance	2	Suspicious auto	4
Missing persons	7	Pedestrian struck	1
Vandalism	2	Loose animals	1
Fires	6	Reckless driving	2
Family trouble	1	Power Line down	1
State Accident reports	97	Lost property	3
Broken glass	1	Sick Message	1
Log truck across curb	1	Contact and information	2
B & E for State Police	1	Warnings	50
Persons in jail for S. P.	11		
Persons in jail for Dundee	8		
Sleepers	3		

Total 279

Parking Citations issued	288	Parking meter fines	\$ 90.50
Parking meters repaired	120	Parking meter collections	715.84
		General Fines	287.50
		Total	\$1093.84

Respectfully,

Clayton J. Tomlin
Clayton J. Tomlin, Chief.

7-P

2-4-52

February 4, 1952

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, 1952:

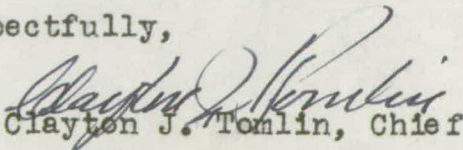
ARRESTS

No Motor Vehicle License	1	Drunk on Public Street	1
No Operator's License	3	Disorderly Conduct	2
Insufficient Clearance Lights	1	Excessive Muffler Noise	3
No Muffler	1	Assault and Battery	1
VBR	5	Larceny from an Auto	2
Failure to stop at stop sign	4	Leaving Vehicle unattended motor	
Four in Driver's seat	1	running	1
Permitting unlicensed person		Failure to give right of way to	
to Operate	1	pedestrian	1
Reckless Driving	3	Fatal Accident	1
Illegal Parking	1	Using Mails to Defraud	1
Auto Impounded	1	Warning	4
Rape	1	Gambling (pending)	4
O.M.F.P.	2		
		Total	46

COMPLAINTS AND INVESTIGATIONS

B & E	1	Bicycles recovered	2
Suspected larceny	1	O.M.F.P.	2
Missing person	1	Vandalism	5
Grand Larceny	1	Fires	3
Petty Larceny	2	Lost property	2
Improper parking	4	Trailer reported stolen	1
Suspicious auto	5	Chickens -	1
Suspicious person	2	Assistance	3
Parking Meters reported out of		Suspected Fire (Mrs. Dunn)	1
order	10	Lost passport	1
Dog	5	Lost boy	1
Fights	2	Nuisance	1
Improper parking of bicycles	1	Street blocked	2
Contact persons	2	Prowler	1
Contact State Officer	1	Car stripping	2
Articles found	2	Larceny of purse	1
Lights out	10	Persons in jail for Dundee	3
Hit and Run . (parked car)	3	Gas Company trouble	1
Checked open door	1	Auto accidents investigated	7
P. M. warnings	116	Accident reports sent to Salem	59
		Total	269
Parking M. Citations issued	434	Parking meter fines	\$180.00
Parking meters repaired	98	Parking meter collections	718.91
		General Fines	107.50
		Bicycle licenses	33.50
		Total	\$1039.91

Respectfully,


Clayton J. Tomlin, Chief

NEWBERG, OREGON - PHONE 5101

Clayton J. Tomlin, Chief

NEWBERG, OREGON - PHONE 5101

7-B

3/3/52

March 3, 1952

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, 1952:

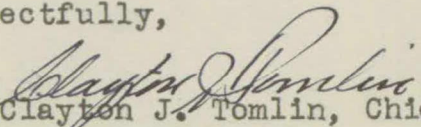
ARRESTS

No Operator's License	3	Vehicle left Unattended motor	
Defective Lighting	3	running	1
Excessive Muffler Noise	3	Contributing to Del. of Minor	1
VBR	6	Drunk in Public St. or Highway	3
Non-Stop	3	Switched License Plates	1
Permitting Unlicensed Person		Driving with Suspended License	1
to Operate Vehicle	1	Assault and Battery	1
Reckless Driving	3	Written Traffic Warnings	38
D. W. D.	4		
Illegal Parking	2	Total Arrests	74

COMPLAINTS AND INVESTIGATIONS

Disorderly conduct .c.	5	Suspicious Persons	3
Hit and Run	1	Suspicious Automobiles	5
Larceny	2	Drunk Drivers	2
Lost Property	2	Street Dept. Irregularity	1
Vandalism	4	Larceny from an Auto	2
Fires	4	Bad Check	1
Dogs	3	Meters reported out of order	20
Loose Animals	5	Contact person	1
Auto Stolen . (recovered)	1	Prowlers	2
Improper Parking	4	Property found	2
O.M.F.P.	1	Attempted larceny from auto	1
Loud Muffler	2	Nuisance	1
Lost boy	1	Burglary	1
Peddlers operating without lic.	2	R. R. sign down	1
Bicycle found	1	School Sign hit and broken	1
Street Lights Out	15	Short Change complaint	1
Meters hit and loosened	2	Drunk men reported	3
Parking Assistance	1	First Aid Given	2
Runaway girl	1	Tresspassing	1
Accidents investigated	2	State Accident reports sent	63
Persons in jail for Dundee ,	4		
Persons in jail for S.P	1	Total	181
Sleeper	3		
Parking Meter Warnings	105	Parking Meter Fines	\$160.00
Parking M. Citations issued	336	Parking Meter Collections	684.61
Parking meters repaired	100	General Fines	798.50
		Bicycle Licenses	12.50
			\$ 1655.61

Respectfully,


Clayton J. Tomlin, Chief

7-6

4/3/52

April 3, 1952

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 March, 1952:

ARRESTS

Assault and Battery	1	Truancy (Juvenile)	2
Disregard Ped. in X-Walk	1	Disregard Stop Sign	3
Disregard Stop Light	2	VBR	7
Improper Parking	3	Driving with 4 in Front Seat	2
No Operator's License	2	Defective Muffler	4
Vandalism	1	No Operator's License on Person	1
No Motor Vehicle License	3	Contributing to Del. of Minors	5
Driving while under Influence	2	Defrauding an Inn Keeper	1
Reckless Driving	3	After Hours	1
Written Warnings (traffic)	37	Concealed License Plates	1
		Total Arrests	82

COMPLAINTS AND INVESTIGATIONS

Suspicious persons	7	Lost Property	4
Susp. Persons (Stove Racket)	3	Property Found	2
Suspicious Autos	3	Bad Check	1
Larceny	3	Larceny from an Auto	5
Larceny by Short Change	1	Defrauding an Inn-Keeper	1
Larceny of Auto	1	Burglary	1
D. W. D.	2	Illegal Sale of Cigarettes	1
Forgery	2	Improper Parking	1
Missing persons	6	Assistance needed	4
Family trouble	2	Nuisance	3
Personal Property Damage	1	Assault	1
Attempted B & E	1	Larceny from Farm	1
Fires	2	Dogs	10
Traffic complaints	8	Stop Light out of order	1
Man found dead in cabin	1	Blinker light out of order	1
Suicide attempt	1	Meters reported out of order	25
Help with funeral traffic	4	Street Lights out of order	15
Contact	3	Disorderly conduct	1
Lost Children	3	Psycho case	1
Loose Animals	1	Auto Accidents investigated	5
Cat up on pole	1	State Accident reports sent in	69
Impounded automobiles	2	Persons in jail for Dundee	5
Sleepers	2	Held in Jail for S.P.	2
		Total	240.
Parking Meter Warnings	80	Parking Meter Fines	156.50
P.M. Citations issued	316	Parking Meter Collections	697.38
Parking Meters repaired	47	General Fines	212.00
		Bicycle Licenses	18.00
			1083.88

Respectfully,

Clayton J. Tomlin
Clayton J. Tomlin, Chief

7-D

5/2/52

STATE OF OREGON)
COUNTY OF YAMHILL)
City of Newberg)

ss.

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE COUNCIL OF THE CITY OF NEWBERG:

You are hereby notified that a special meeting of the Council of the City of Newberg will be held at the Council Chambers in the City Hall at 5:00 o'clock p.m., Pacific Standard Time, on Friday, May 2, 1952, for the purpose of considering and acting upon the adoption of Daylight Saving Time.

Homer Skete
Mayor

ATTEST:

Thomas Beatty
City Recorder

Due and timely notice and service of a copy of the above are admitted by the undersigned in Newberg, Oregon, Yamhill County, this 2nd day of May, 1952.

Time of Service

<u>Jack Jensen</u>	<u>1:15 P.M.</u>
<u>L. J. Dunphy</u>	<u>1:20 P.M.</u>
<u>Harry Beatty</u>	<u>1:25 P.M.</u>
<u>Raymond Duckley</u>	<u>1:40 P.M.</u>
<u>William</u>	<u>1:50 P.M.</u>
<u>James Rittenhouse</u>	<u>1:55 P.M.</u>
<u>Ernest Deenan</u>	<u>1:56 P.M.</u>
<u>A. T. Volgemutt</u>	<u>1:59 P.M.</u>

7-B

5/5/52

May 5, 1952

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 April, 1952:

ARRESTS

Failure to Yield R/W to Ped.	1	Disregard Stop Sign	7
Excessive Muffler Noise	2	O.M.F.P.	1
Defective Lights	3	D. W. D.	2
No Operator's License	2	No. M. V. License	3
No Operators Lic. on Person	4	Assault and Battery	2
V. B. R.	16	No Motor Vehicle plate on rear	1
Illegal Possession of Game	1	Drunk and Disorderly	1
Illegal Parking	4	Defective Muffler	1
Reckless Driving	2	Runaway Boys	2
Written Warnings	38	Concealed License Plate	1

Total Arrests 94

COMPLAINTS AND INVESTIGATIONS

Robbery by Force	2	Lost property	2
Burglary	1	Suspicious person	1
Missing Persons	3	Suspicious automobiles	3
Larceny from an Auto	2	Vandalism	3
Larceny of Auto	1	Improper Parking	2
Larceny from a Store	1	Contact persons	4
Larceny of Bicycles	4	Boys reported drinking	1
Reckless driving	5	Bicycles found	2
Animals at large	2	Truancy	6
Dogs	4	Larceny of Chittum Bark	1
Lost Children	3	Larceny of Coat	1
Traffic	1	Larceny of Motorcycle	1
Gas escaping at Mrs. Dunn's	1	Nuisance	2
Help with parking	1	Fires	4
Assault & Battery (no arrest)	1	Assistance	4
Lights out	15	Airplane flying too low	1
Truck blocking entrance	1	Parking meters out of order	20
Auto Accidents investigated	3	State Accident reports sent in	31
Sleepers in jail	4	Help with funeral traffic	5
Prisoners for Dundee	2	Impounded automobiles	2
Prisoners for State Police	2		

Total investigations 159

Parking meter warnings	79	Parking Meter Fines	\$103.50
P.M. Citations issued	241	Parking Meter Collections	712.44
Parking meters repaired	118	General Fines	419.50
			<u>\$1235.44</u>

Respectfully,

Clayton B. Tomlin
Clayton B. Tomlin, Chief.

June 2, 1952

6/2/52

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 May, 1952:

ARRESTS

A. W. O. L.	2	No Operator's License	3
Juvenile Delinquency	1	Reckless Driving	6
VBR	14	Allowing Minor to Drive without	
Assault and Battery	1	Permit	1
Drunk in a Public Place	1	No Operator's Permit	1
No Motor Veh. License	3	Drunk on the Highway	1
Failure to Stop	3	Motor Left Running unattended	1
No Operator's License on Per.	2	Inadequate Muffler	1
Failure to Dim Headlights	1	Failure to Yield R/W to Ped.	1
Larceny in a Store	2	Expired Operator's License	1
Assault	1	Permitting the Continuance of un-	
Written Warnings	27	necessary Noise ,	1
		Total Arrests	75

COMPLAINTS AND INVESTIGATIONS

Larceny of Auto	1	Impounded automobiles	3
Automobile recovered	1	Man found dead in automobile	1
Larceny of Bicycles	2	Dog killing Chickens	1
Bicycles found	3	Vandalism	8
Missing Persons	3	Disorder	2
Missing Persons O.K.	2	Traffic	4
Larceny from Auto	2	Suspicious Person	1
Dogs	17	Suspicious Automobiles	5
Prowlers	1	Street Department Irregularity	1
Bees	1	Water Department	2
Glass on Street	1	Shooting in City	1
Lost Property	4	Lost boy	1
Street Light (Dangerous)	1	Investigation of Septic Tank	
Street Lights out	15	Cleaner Operators	1
"Wait" sign out of order	4	Hit and Run	1
Loose Animals	2	Contact	5
Nuisance	1	Petty Larceny	1
Fires	3	Dog Poisoning	1
Disorderly conduct	1	Reckless Driving	1
OMFP	1	Noise--Signal bell ringing	1
Assistance	4	Funerals (assistance with traffic)	2
B & E. cleared	1	D. W. D.	1
Auto Accidents investigated	7	Accident reports sent to Salem	44
Sleepers in Jail	5	Parking meters out of order	25
Prisoners for Dundee	3		
		/ Total Investigations	199
Parking meter warnings	46	Parking meter fines	\$ 65.00
P.M. Citations issued	147	Parking Meter Collections	867.64
Parking Meters repaired	59	General Fines	382.50
			<u>\$1315.14</u>

Respectfully,

Clayton J. Tomlin, Chief.

7-8
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 June, 1952:

ARRESTS

Failure to yield R/W to Ped.	1	Obtaining Property under False Pretense	1
Illegal Parking	4	Permitting continuance of unnecessary	
VBR	9	noise	1
No Operator's License	5	No operator's license on person	2
No Motor Veh. License	5	Contributing to Del. of Minor	1
Reckless Driving	2	Petty Larceny	1
Disregarding stop sign	4	Expired Motor Vehicle License	1
Written Warnings 1 . 1	12	Vagrancy	2
Dyer Act	1	Defective Muffler	

Total Arrests 52

COMPLAINTS AND INVESTIGATIONS

Suspicious Persons	3	Larceny from a store	1
Suspicious autos	3	Larceny by Bailee	1
Lost Property	7	Larceny from an Auto	3
Property found	6	Vandalism	4
Recovered Auto	1	B & E (Dwelling)	1
Larceny of Bicycle	1	Drawing check with insufficient	
Bicycles found	2	Funds	1
Missing Person O.K.	1	Larceny from a dwelling	1
Information	2	Larceny of tools	1
Minor Accident	1	Larceny of gas	1
Dogs	9	Larceny of tire	1
Glass in Street	1	Assistance	1
Meters out of order	30	Reckless Driving	1
Familyss Trouble	1	Juvenile	2
Loose Animals	1	Water Department complaints	2
Parking	2	Contact	3
Trespassing	1	Nuisance	4
Impounded vehicles	4	Fatal Accident	1
Lost Girl	1	Prowlers	1
Fight	1	Children lying down in street	1
Hit and Run	1	Auto Accidents investigated	6
Prisoners for Sheriff	2	Accidents reports sent to Secy.	
Prisoners for Dundee	2	of State	43
Prisoners for State Police	1	Sleepers	8
Escort to Rose Show	1		
Parking Meter warnings	65	Total Investigations	173
P.M. citations issued	441	Parking meter fines	\$150.00
Parking meters repaired	87	Parking meter collections	708.84
		General Fines	319.50
			1178.34

Respectfully,

Clayton J. Tomlin, Chief

CITY OF NEWBERG

NEWBERG, OREGON

7-R

7/25/52

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

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE COUNCIL OF THE CITY OF NEWBERG:

You are hereby notified that a special meeting of the Council of the City of Newberg will be held at the Council Chambers in the City Hall at 7:00 p.m. Oregon Standard Time (8:00 p.m. Newberg Local Daylight Saving Time), on Friday, July 25, 1952, for the purpose of considering and acting upon certain plans and specifications for resurfacing certain City streets and parking lot in said City and for the further purpose of considering and acting upon a proposal to offer said work for bids by contractors and for the further purpose of considering and acting upon granting the Newberg Berrians permission to erect a building on a vacant lot owned by said City on Second Street between Howard and College Streets to be used for display purposes in connection with the Newberg Farmeroo.

ATTEST:

Homer Heste
Mayor

Robert Rupp
City Attorney

Due and timely notice and service of a copy of the above are admitted by the undersigned in Newberg, Oregon, Yamhill County, this 25th day of July, 1952.

Time of Service

<u>3:00 P.M. J. Van Dyke</u>	<u>3:00 P.M.</u>
<u>Harry Beady</u>	<u>3:10 P.M.</u>
<u>Raymond Buckley</u>	<u>3:20 P.M.</u>
<u>W. H. H. Smith</u>	<u>3:25 P.M.</u>
<u>E. Deane</u>	<u>3:25 P.M.</u>
<u>J. H. H. H.</u>	<u>3:26 P.M.</u>

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

I, CLAYTON J. TOMLIN, the duly appointed, qualified and acting Chief of Police of the City of Newberg, Oregon, do hereby certify that on July 25, 1952, prior to 5:00 o'clock p.m. Oregon Standard Time (Newberg Local Daylight Saving Time), I attempted to serve the attached notice of special meeting on J. L. Glass and Joe Yackey, members of the Council of said City and ascertained that they, and each of them, were not then in said City.

Clayton J. Tomlin
Chief of Police

7-B

August 4, 1952

8/4/52

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 July, 1952:

ARRESTS

Disregard Stop Sign	10	No Operator's License on Person	4
No Operator's License	4	Driving on Instruction permit	
Reckless Driving	1	without Lic. Dr. Accompanying	1
Switched License Plates	1	Permitting Unlicensed person to	
V.B.R.	15	drive	1
Expired Motor Vehicle License	2	Racing in M.V. on Public St.	1
Resisting Officer	1	Assault and Battery (Warrant)	1
Interfering with Officer's Duty	2	No Motor Vehicle License	7
Excessive Muffler Noise	1	Drunk on Public Highway	1
Disregard Signal Light	2	Failure to Yield R/W to Ped.	1
Illegal Parking	1	Minors in Possession of Beer	4
No Registration	1	Inadequate Muffler	1
Larceny from an Auto	1	Larceny of an Auto	1
Written Warnings	18		
		Total Arrests	83

COMPLAINTS AND INVESTIGATIONS

Larceny of Auto	1	Prowlers	2
Larceny from an Auto	3	Property found	1
Rape	1	Assistance looking after property	1
Larceny of Boat	1	Bicycle lost	2
Larceny of Jacket & other		Bicycle found	1
clothing	1	Assistance with funeral parking	1
Missing persons	5	Re Tree Pruning	1
Nuisance	1	Vandalism	4
Lost Property	2	Dogs	9
Fires	5	Contact	6
Parking	1	Disorder	1
Improper parking	1	Suspicious auto	2
Molest	1	Suspicious persons	2
Car Repossessed	1	Information on gun	2
Loose Animals	2	Suspected burglary	1
Locate	1	Meters out of order	30
Shooting in City	1	Automobile accidents investigated	6
Impounded automobiles	3	Accident reports sent to Salem	40
Sleepers in Jail	3		
Prisoners for Dundee	3	Miles traveled by police car	3999
Prisoners for State	6	Total Investigations	155
Parking meter warnings	25	Parking meter fines	\$161.00
P. M. Citations issued	234	Parking Meter collections	887.29
Parking meters repaired	98	General Fines	325.00
		Total	\$ 1373.29

Respectfully,

Clayton J. Tomlin, Chief

NEWBERG, OREGON

7-B

9/2/52

September 2, 1952

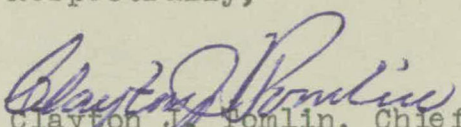
To the Honorable Mayor and
Members of the City Council of the
City of Newberg.

Following is an abbreviated report of the Police Department activities
for the Month of August, 1952:

ARRESTS 55
COMPLAINTS AND INVESTIGATIONS , , , , 125

Parking meter warnings	23	Parking meter fines	\$52.00
Parking Meter citations	70	Parking meter collections	693.46
Parking meters repaired	64	General Fines	539.50
Total			\$ 1284.96

Respectfully,


Clayton J. Pomlin, Chief.

9/30/52

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

NO. 16943

CLARENCE A. LEINAN, et ux, et al.,

Plaintiffs,

vs.

THE CITY OF NEWBERG, a Municipal Corporation,

Defendants,

and

GUS and CORA STURZENEGGER, et al.,

Cross-Defendants.)

D E C R E E

.

The above-entitled matter coming on regularly for trial before the above-entitled Court on the 11th day of August, 1952, being the time set for the trial thereof, Plaintiffs appearing by their attorneys, Osterman & Williams and Chris Kowitz, all of Salem, Oregon, and Defendant City of Newberg appearing by its attorneys, Herbert Swift of Newberg, Oregon, and Marsh, Marsh & Dashney of McMinnville, Oregon, and various Plaintiffs also appearing in person, and the following named Cross-Defendants appearing not and having been heretofore declared to be in default herein by orders of the Court, to-wit:

- Gus Sturzenegger and Cora Sturzenegger, husband and wife.
- Emmett W. Gulley and Zoe H. Gulley, husband and wife.
- Frank Carlisle
- State of Oregon (State Land Board)
- Carl Wohlschlegel and Anna Wohlschlegel, husband and wife.
- Fred Patterson
- Pacific College, a Corporation
- Edwin S. Strother and Sara C. Strother, husband and wife
- Jacob Bennes
- Sweeney Hans Westesen
- Stanley Brunson and Jane Doe Brunson, husband and wife
- S. N. Slyter and Hester L. Slyter, husband and wife
- Ronald Knowles, husband of Hulda Knowles
- First Federal Savings and Loan, McMinnville, Oregon
- The Commercial Bank of Newberg
- Maisie Burnham, wife of I. C. Burnham
- James Henry Jack and Josephine E. Jack, husband and wife
- Thelma Green
- Willard B. Bear and Eva L. Bear, husband and wife
- Minnie S. Ross and Floyd A. Ross, wife and husband
- C. L. Palmer and Lena May Palmer, husband and wife

1 Yancy C. Harwood and Lucy J. Harwood, husband and wife
2 Elsie L. Wilson, a single woman
3 John L. Parrett and Wahnona C. Parrett, husband and wife
4 Sydney Streeter and John^{Dea} Streeter, wife and husband, and
5 Gertrude K. Nelson, a single woman, heirs-at-law of L.B.
6 Rygg, also known as Louis B. Rygg, deceased.
7 Benjamin Schaad, husband of Marcell Schaad, also known as
8 Cecile Pearson Schaad
9 Emma Smith, widow of J. Harlan Smith, deceased; and

10 IT APPEARING TO THE SATISFACTION OF THE COURT that the follow-
11 ing named Plaintiffs have fully paid all assessments and liens re-
12 ferred to in the pleadings herein, such payment having been made on
13 and prior to December 12, 1950, and prior to the filing of the answer
14 and cross-complaint of Defendant City of Newberg herein, to-wit:

15 Earl L. Phelps
16 Benjamin F. and Salena C. Thompson
17 T. R. and Nola Zlab
18 George D. and Frances O. Schoen
19 Bessie L. Smith
20 William F. and Mary Taylor
21 Lucy M. Baldwin
22 Alford Fox
23 A. F. and Helen Wohlgenuth
24 Frieda Moore
25 D. E. and Maymee McDonald
26 Arthur Linden and Ollie B. Linden
27 C. O. Vinson and cross-defendant Viola Wren Vinson
28 Arthur King and Rosa Ann King

29 and

30 IT APPEARING FURTHER that the following named Plaintiffs have
31 heretofore executed and filed with Defendant City of Newberg written
32 applications to bond the assessments and liens charged to their re-
33 spective properties and have waived all defects in said assessments
34 and liens and in the procedure upon which they are based and that
35 the following named Plaintiffs should be estopped from questioning
36 said assessments and liens, to-wit:

37 Wendell M. Votaw and Marjorie Votaw, husband and wife
38 Wayne V. Andrews and Veona M. Andrews, husband and wife
39 Loran Douglas and Lois L. Douglas, husband and wife
40 Lee Herring and Helen L. Herring, husband and wife

41 and

42 IT APPEARING FURTHER that a portion of the property described
43 in Plaintiffs' amended complaint as owned by Plaintiffs, Charles M.
44 Christian and Eunice A. Christian, husband and wife, was sold subse-

1 quently to the filing of this suit by said Plaintiffs, Christian, to
2 Wehrley and Abner, a Co-partnership, of Newberg, Oregon, and that
3 said Wehrley and Abner then paid all of the lien and assessment of
4 Defendant City of Newberg on the portion of said Christian property
5 so purchased by them and that said Defendant City of Newberg claims
6 no lien on said portion so purchased by said Wehrley and Abner. That
7 said Defendant City of Newberg continues to claim such a lien in the
8 amount of \$1013.67 plus interest on the property still owned by said
9 Christian and wife and described as the North 94 feet of Lots 6, 7
10 and 8 in Block 28 of Edwards Addition to the City of Newberg, Yamhill
11 County, State of Oregon; and

12 IT APPEARING FURTHER that Plaintiff, Pearl White, has heretofore
13 and on or before December 2, 1950, paid the sum of \$702.00 plus ac-
14 crued interest to December 6, 1950, on the certain assessment and
15 lien in favor of Defendant, City of Newberg, on the following des-
16 cribed real premises owned by Plaintiff Pearl White and Cross-Defen-
17 dant Harry White, her husband, to-wit:

18 Commencing at the intersection of
19 the East line of Elaine Street with
20 the South line of Fifth Street in the
21 City of Newberg, Yamhill County, Ore-
22 gon; thence South 100 feet; thence
23 East 50 feet; thence North 100 feet;
24 thence West 50 feet to the place of
25 beginning.

26 That the balance due on said last mentioned assessment and lien is
27 the principal sum of \$177.35 plus interest thereon from December 6,
28 1950; and

29 IT APPEARING FURTHER that the following named Plaintiffs have
30 heretofore and during the pendency of this suit, fully paid the as-
31 sessment and lien of Defendant City of Newberg on their respective
32 properties pursuant to stipulation, to-wit:

33 Albert C. Henneman and Vivian E. Henneman, husband and wife
34 Frank Babcock and Ina Babcock, husband and wife
35 Clarence Winter and Leora Rae Winter, husband and wife

36 That the suit of said last mentioned Plaintiffs herein and the cross-

1 complaints of Defendant City of Newberg against their respective
2 properties, being the cross-complaints set forth in the fifty-
3 seventh, twelfth and fifty-first further and separate answers of
4 Defendant City of Newberg were thereupon dismissed by order of the
5 Court and that by virtue thereof this suit was then dismissed as
6 to Cross-Defendants, The Paul Revere Life Insurance Company, George
7 Duggan and Jane Doe Duggan, husband and wife, Joseph A. Jensen and
8 Estelle L. Jensen, husband and wife, and State Tax Commission of the
9 State of Oregon by reason of the fact that said last named Cross-
10 Defendants had or claimed to have certain interests in the property
11 of said Plaintiffs so dismissed; and

12 IT APPEARING FURTHER that Cross-Defendants, Mary E. Van Blaricom;
13 Heirs-at-law of Arthur Pearson, deceased; D. W. Litchfield and Susan
14 E. Litchfield, husband and wife; Olive V. Byers; J. Harlan Smith,
15 husband of Emma Smith; Heirs-at-law of Warren L. and Lillie C.
16 Robertson, both deceased; J. N. Wood; and Laura E. Heckinger, have
17 been dismissed from this suit by order of the Court, their interests
18 in the property involved herein having been terminated by death, pay-
19 ment, or otherwise; and

20 IT APPEARING FURTHER that Cross-Defendants, Lizzie Vinson, wife
21 of L. Vinson; Harry White, husband of Pearl White; James Cummins and
22 Erma Cummins, husband and wife, substituted for Plaintiff Ella Cum-
23 mins; and Pauline Llewellyn and John Doe Llewellyn, wife and husband,
24 and Helen Robertson, a single woman, substituted as heirs-at-law of
25 Warren L. and Lillie C. Robertson, deceased, have duly appeared here-
26 in through their attorneys, the said Osterman & Williams and Chris
27 Kowitz, and appeared through them at the trial of this suit; and

28 IT APPEARING FURTHER that all of the Cross-Defendants herein
29 have either defaulted or been dismissed as hereinabove set forth or
30 have appeared through Plaintiffs' attorneys at the trial hereof as
31 aforesaid; and

32 The Court having heard the opening statements of Counsel and the
Page 4-Decree

1 testimony of witnesses for Plaintiffs and for Defendant City of New-
2 berg and the Court having heard certain stipulations duly made in
3 open Court by Counsel and the matter having been argued by Counsel
4 in open Court and Counsel having submitted written briefs and the
5 Court having taken the matter under advisement and being now fully
6 advised in the premises.

7 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED by
8 the Court that Plaintiffs' amended complaint be dismissed and held
9 for naught.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
11 the assessment and lien of the defendant City of Newberg, against
12 Plaintiffs Clarence A. Leinan and Florence V. Leinan, husband and
13 wife, and Cross-Defendants Gus Sturzenegger and Gora Sturzenegger,
14 husband and wife, in the principal sum of \$310.64, together with
15 interest at the rate of six percent (6%) per annum from the 10th
16 day of July, 1950, until paid, together with the further sum of
17 \$23.30, attorney fees and Court costs, and together with the fur-
18 ther sum of \$15.00 for title search, be and the same is hereby de-
19 clared to be a first, valid and prior lien upon the following des-
20 cribed real premises, to-wit:

21 The North 44 feet of Lots 9, 10,
22 11 and 12 in Block 27 of Edwards
23 Addition to the Town of Newberg,
Yamhill County, State of Oregon,

24 and the whole thereof.

25
26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
27 the assessment and lien of the defendant City of Newberg, against
28 Plaintiffs C. A. Bump and Leona K. Bump, husband and wife, in the
29 principal sum of \$652.10, together with interest at the rate of
30 six percent (6%) per annum from the 10th day of July, 1950, until
31 paid, together with the further sum of \$48.91, attorney fees and
32 Court costs, and together with the further sum of \$15.00 for title

1 search, be and the same is hereby declared to be a first, valid
2 and prior lien upon the following described real premises, to-wit:

3 The North 90 feet of Lots 1,
4 2, 3 and 4 in Block 31 of
5 EDWARDS' ADDITION to Newberg,
6 in Yamhill County, Oregon,

7 and the whole thereof.

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
9 the assessment and lien of the defendant, City of Newberg, against
10 Plaintiffs C. A. Bump and Leona K. Bump, husband and wife, in the
11 principal sum of \$882.33, together with interest at the rate of six
12 percent (6%) per annum from the 10th day of July, 1950, until paid,
13 together with the further sum of \$66.17, attorney fees and Court
14 costs, and together with the further sum of \$15.00 for title search,
15 be and the same is hereby declared to be a first, valid and prior
16 lien upon the following described real premises, to-wit:

17 The West 50 feet of Lots 11
18 and 12, Block 4, in EDWARDS'
19 SECOND ADDITION to Newberg,
20 in Yamhill County, Oregon,

21 and the whole thereof.

22 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
23 the assessment and lien of the defendant City of Newberg, against
24 Plaintiffs C. A. Bump and Leona K. Bump, husband and wife, in the
25 principal sum of \$13.33, together with interest at the rate of six
26 percent (6%) per annum from the 10th day of July, 1950, until paid,
27 together with the further sum of \$1.01, attorney fees and Court
28 costs, and together with the further sum of \$15.00 for title search,
29 be and the same is hereby declared to be a first, valid and prior
30 lien upon the following described real premises, to-wit:

31 The East Half of Lot 7, Block
32 13 of DESKINS' SECOND ADDITION
33 to Newberg, in Yamhill County,
34 Oregon,

35 and the whole thereof.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
2 the assessment and lien of the Defendant City of Newberg, against
3 Plaintiffs James W. Andrews and Julia M. Andrews, husband and wife,
4 in the principal sum of \$566.74, together with interest at the rate
5 of six percent (6%) per annum from the 10th day of July, 1950, until
6 paid, together with the further sum of \$42.50, attorney fees and
7 Court costs, together with the further sum of \$15.00 for title search,
8 be and the same is hereby declared to be a first, valid and prior
9 lien upon the following described real premises, to-wit:

10 Lots 1 and 2, Block 39 of
11 EDWARDS' ADDITION to Newberg,
12 in Yamhill County, Oregon,

13 and the whole thereof.

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
15 the assessment and lien of the Defendant City of Newberg, against
16 Plaintiffs James W. Andrews and Julia M. Andrews, husband and wife,
17 and Cross-Defendants Emmett W. Gulley and Zoe H. Gulley, husband
18 and wife, in the principal sum of \$145.27, together with interest
19 at the rate of six percent (6%) per annum from the 10th day of July,
20 1950, until paid, together with the further sum of \$10.89, attorney
21 fees and Court costs, and together with the further sum of \$15.00
22 for title search, be and the same is hereby declared to be a first,
23 valid and prior lien upon the following described real premises,
24 to-wit:

25 The South 77.33 feet of Lots 16 and
26 17 of Block 39 of EDWARDS' ADDITION
27 to the Town of Newberg, in Yamhill
County, Oregon,

28 and the whole thereof.

29
30 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
31 the assessment and lien of the defendant City of Newberg, against
32 Plaintiffs Charles T. Carlisle and Erma Carlisle, husband and wife,

1 and Cross-Defendant Frank Carlisle, in the principal sum of \$389.01,
2 together with interest at the rate of six percent (6%) per annum
3 from the 10th day of July, 1950, until paid, together with the fur-
4 ther sum of \$29.18, attorney fees and Court costs, and together with
5 the further sum of \$15.00 for title search, be and the same is here-
6 by declared to be a first, valid and prior lien upon the following
7 real premises, to-wit:

8 Lot 5 in Block 8 of CENTRAL ADDITION
9 to the Town of Newberg, in Yamhill
County, Oregon, according to that
10 certain Plat recorded in Book 1 Page
51, Record of Plats,

11 and the whole thereof.
12

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
14 the assessment and lien of the Defendant City of Newberg, against
15 Plaintiffs Howard Pettingill, also known as Howard H. Pettingill,
16 and Florence Pettingill, also known as Florence G. Pettingill, hus-
17 band and wife, in the principal sum of \$785.75, together with inter-
18 est at the rate of six percent (6%) per annum from the 10th day of
19 July, 1950, until paid, together with the further sum of \$58.93,
20 attorney fees and Court costs, and together with the further sum of
21 \$15.00 for title search, be and the same is hereby declared to be a
22 first, valid and prior lien upon the following described real pre-
23 mises, to-wit:

24 Lots 13, 14, 15 and 16 in
25 Block 26 of EDWARDS' ADDITION
26 to the City of Newberg, in
Yamhill County, Oregon,

27 and the whole thereof.
28

29 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
30 the assessment and lien of the Defendant City of Newberg, against
31 Plaintiffs I. L. Howard and Edith A. Howard, also known as E.A.
32 Howard, husband and wife, and Cross-Defendants Emmett Wilson Gulley

1 and Zoe Gulley, husband and wife, in the principal sum of \$785.70,
2 together with interest at the rate of six percent (6%) per annum
3 from the 10th day of July, 1950, until paid, together with the fur-
4 ther sum of \$58.93, attorney fees and Court costs, and together with
5 the further sum of \$15.00 for title search, be and the same is here-
6 by declared to be a first, valid and prior lien upon the following
7 described real premises, to-wit:

8 Lots 1, 2, 3 and 4 of Block 40
9 in EDWARDS' ADDITION to the Town
10 of Newberg, in Yamhill County,
11 Oregon,

12 and the whole thereof.

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
14 the assessment and lien of the Defendant City of Newberg, against
15 Plaintiffs Robert L. Moore and Mae Moore, husband and wife, in the
16 principal sum of \$665.52, together with interest at the rate of
17 six percent (6%) per annum from the 10th day of July, 1950, until
18 paid, together with the further sum of \$49.91, attorney fees and
19 Court costs, and together with the further sum of \$15.00 for title
20 search, be and the same is hereby declared to be a first, valid and
21 prior lien upon the following described real premises, to-wit:

22 The North 80 feet of Lots 5,
23 6, 7 and 8 in Block 40 in
24 EDWARDS' ADDITION to the Town
of Newberg, in Yamhill County,
Oregon,

25 and the whole thereof.

26
27 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
28 the assessment and lien of the Defendant City of Newberg, against
29 Plaintiffs Charles M. Christian and Eunice A. Christian, husband
30 and wife, in the principal sum of \$1013.67, together with interest
31 at the rate of six percent (6%) per annum from the 10th day of
32 July, 1950, until paid, together with the further sum of \$76.02,

1 attorney fees and Court costs, and together with the further sum of
2 \$15.00 for title search, be and the same is hereby declared to be a
3 first, valid and prior lien upon the following described real pre-
4 mises, to-wit:

5 The North 94 feet of Lots 6,
6 7 and 8 in Block 28 of Edward's
7 Addition to the Town of Newberg,
8 in Yamhill County, Oregon,

9 and the whole thereof.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
11 the assessment and lien of the Defendant City of Newberg, against
12 Plaintiffs Howard Magness, also known as Howard N. Magness, and
13 Panzy Magness, also known as Panzy W. Magness, husband and wife,
14 in the principal sum of \$1172.16, together with interest at the
15 rate of six percent (6%) per annum from the 10th day of July,
16 1950, until paid, together with the further sum of \$87.91, attorney
17 fees and Court costs, and together with the further sum of \$15.00
18 for title search, be and the same is hereby declared to be a first,
19 valid and prior lien upon the following described real premises,
20 to-wit:

21 Lots 1,2,3,4,5,6,16,17 and 18 in
22 Block 30, in EDWARDS ADDITION to
23 the Town of Newberg, in Yamhill
24 County, Oregon,

25 and the whole thereof.

26 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
27 the assessment and lien of the Defendant City of Newberg, against
28 Plaintiff L. Vinson, also known as L. T. Vinson, and Cross-Defendant
29 Lizzie Vinson, husband and wife, in the principal sum of \$605.42,
30 together with interest at the rate of six percent (6%) per annum
31 from the 10th day of July, 1950, until paid, together with the
32 further sum of \$45.41, attorney fees and Court costs, and together

1 with the further sum of \$15.00 for title search, be and the same
2 is hereby declared to be a first, valid and prior lien upon the
3 following described real premises, to-wit:

4 Lots 16, 17 and 18 in Block 29
5 of Edward's Addition to the City
6 of Newberg, Yamhill County, Oregon,

7 and the whole thereof.

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
9 the assessment and lien of the Defendant City of Newberg, against
10 Plaintiffs George W. Hill, Jr. and Barbara A. Hill, husband and wife,
11 in the principal sum of \$1161.84, together with interest at the
12 rate of six percent (6%) per annum from the 10th day of July, 1950,
13 until paid, together with the further sum of \$87.13, attorney fees
14 and Court costs, and together with the further sum of \$15.00 for
15 title search, be and the same is hereby declared to be a first,
16 valid and prior lien upon the following described real premises,
17 to-wit:

18 Being a part of the Joseph B. Rogers and
19 wife Donation Land Claim No. 55, Notificat-
20 tion No. 1473, in Township 3 South, Range
21 2 West of the Willamette Meridian in the
22 City of Newberg, Yamhill County, Oregon,
23 and being more particularly described as
24 follows, to-wit:

25 Beginning at a point 100 feet East of the
26 intersection of the South line of Fifth
27 Street with the East line of Blaine Street
28 in the City of Newberg, said County and State
29 and running East 100 feet; thence South 100
30 feet; thence West 100 feet; thence North 100
31 feet to the place of beginning.

32 and the whole thereof.

33 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
34 the assessment and lien of the Defendant City of Newberg, against
35 Plaintiff Arvilla A. Wright, also known as Arvilla L. Wright, a
36 single woman, in the principal sum of \$658.72, together with in-
37 terest at the rate of six percent (6%) per annum from the 10th day

1 of July, 1950, until paid, together with the further sum of \$49.40,
2 attorney fees and Court costs, and together with the further sum of
3 \$15.00 for title search, be and the same is hereby declared to be
4 a first, valid and prior lien upon the following described real
5 premises, to-wit:

6 A tract of land situated in the
7 Joseph B. Rogers Donation Land Claim No.
8 55, Notification No. 1473 in Township 3
9 South, Range 2 West of the Willamette
10 Meridian in the City of Newberg, Yamhill
11 County, Oregon, described as follows:

12 Beginning at a point that is 30 feet South
13 and 80 feet West of the center of the inter-
14 section of Fifth and Blaine Streets; thence
15 West 119 feet; thence South 150 feet; thence
16 East 69 feet; thence North 50 feet; thence
17 East 50 feet; thence North 100 feet to the
18 place of beginning,

19 and the whole thereof.

20 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
21 the assessment and lien of the Defendant City of Newberg, against
22 Plaintiffs Harold N. Davis and Florence H. Davis, husband and wife,
23 in the principal sum of \$362.61, together with interest at the rate
24 of six percent (6%) per annum from the 10th day of July, 1950,
25 until paid, together with the further sum of \$27.19, attorney fees
26 and Court costs, and together with the further sum of \$15.00 for
27 title search, be and the same is hereby declared to be a first,
28 valid and prior lien upon the following described real premises,
29 to-wit:

30 Beginning at the North East corner of Block
31 13 of the Original Town of Newberg, in Yamhill
32 County, Oregon; thence South along the East
33 boundary of said Block, 70 feet; thence West
34 parallel with the North boundary line of said
35 Block 100 feet; thence North parallel with the
36 East boundary line 70 feet to a point in the
37 North boundary line of said Block; thence East
38 along the said North boundary line 100 feet to
39 the place of beginning,

40 and the whole thereof.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
2 the assessment and lien of the Defendant City of Newberg, against
3 Plaintiffs C. A. Hodson and Mattie Hodson, also known as Mattie S.
4 Hodson, husband and wife, in the principal sum of \$98.80, together
5 with interest at the rate of six percent (6%) per annum from the
6 10th day of July, 1950, until paid, together with the further sum
7 of \$7.41, attorney fees and Court costs, and together with the fur-
8 thur sum of \$15.00 for title search, be and the same is hereby de-
9 clared to be a first, valid and prior lien upon the following des-
10 cribed real premises, to-wit:

11 Lots 1, 2, 3 and 4 in Block 13
12 of DESKINS' SECOND ADDITION to
13 Newberg, in Yamhill County, Oregon,

14 and the whole thereof.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
16 the assessment and lien of the Defendant City of Newberg, against
17 Plaintiffs Mattie Hodson, also known as Mattie S. Hodson, and C. A.
18 Hodson, wife and husband, in the principal sum of \$1000.22, together
19 with interest at the rate of six percent (6%) per annum from the
20 10th day of July, 1950, until paid, together with the further sum
21 of \$75.01, attorney fees and Court costs, and together with the
22 further sum of \$15.00 for title search, be and the same is hereby
23 declared to be a first, valid and prior lien upon the following
24 described real premises, to-wit:

25 Lot 5 and the South 110 feet of
26 Lots 6, 7 and 8 in Block 6 of
27 DESKINS SECOND ADDITION to New-
28 berg, in Yamhill County, Oregon,

29 and the whole thereof.

30 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
31 the assessment and lien of the Defendant City of Newberg, against
32 Plaintiffs Charles Buckley and Carrie Buckley, husband and wife,

1 in the principal sum of \$116.58, together with interest at the rate
2 of six percent (6%) per annum from the 10th day of July, 1950,
3 until paid, together with the further sum of \$8.74, attorney fees
4 and Court costs, and together with the further sum of \$15.00 for
5 title search, be and the same is hereby declared to be a first,
6 valid and prior lien upon the following described real premises,
7 to-wit:

8 Being a part of Lot No. 2 of LITTLE HOMES
9 SUBDIVISION of a part of the Original Dona-
10 tion Land Claims of David Ramsey and Susan
11 Ramsey, his wife and Joseph B. Rogers and
12 Letitia Rogers, his wife, in Township 3 South,
Ranges 2 and 3 West of the Willamette Meridian,
in Yamhill County, Oregon, said part being
more particularly bounded and described as fol-
lows, to-wit:

13 Beginning at a point on the East line of said
14 Lot 2 of said Subdivision, 75 feet South of the
15 Northeast corner thereof, and running thence
16 Northerly following said line 75 feet to the
17 Northeast corner of said Lot; thence Westerly
18 following the North line of said Lot, 234 feet
to the Northwest corner of said Lot; thence
Southerly following the West line of said Lot,
75 feet; thence Easterly parallel with and 75
feet distant from the North line of said Lot,
234 feet to place of beginning,

19 and the whole thereof.

20
21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
22 the assessment and lien of the Defendant City of Newberg, against
23 Plaintiff Lillie H. Parker, a single woman, in the principal sum of
24 \$936.11, together with interest at the rate of six percent (6%)
25 per annum from the 10th day of July, 1950, until paid, together
26 with the further sum of \$70.21, attorney fees and Court costs, and
27 together with the further sum of \$15.00 for title search, be and the
28 same is hereby declared to be a first, valid and prior lien upon the
29 following described real premises, to-wit:

30 Beginning at a point 200 feet West of the
31 Northeast corner of Block Numbered 1 in
32 Deskins' Fourth Addition to the Town (now
City) of Newberg, in Yamhill County, Oregon;
and running thence East 50 feet; thence

1 South 100 feet; thence West 50 feet and
2 thence North 100 feet to the place of be-
ginning.

3 ALSO the following described real property,
4 to-wit:

5 Beginning at the Northwest corner of Lot 3,
6 Block 1, Deskins' Fourth Addition to the Town
7 (now City) of Newberg, in Yamhill County,
8 Oregon; running thence East along the North
9 line of said Lot 3, 8 feet; thence South par-
allel with the West line of said Lot 3, 100
feet; thence West 8 feet to the said West
line of said Lot 3; and thence North along
said West line of said Lot 3, 100 feet to
the place of beginning,

10 and the whole thereof.

11
12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
13 the assessment and lien of the Defendant City of Newberg, against
14 Plaintiffs Ira Henley and Effie Henley, husband and wife, in the
15 principal sum of \$434.08, together with interest at the rate of
16 six percent (6%) per annum from the 10th day of July, 1950, until
17 paid, together with the further sum of \$32.55, attorney fees and
18 Court costs, and together with the further sum of \$15.00 for title
19 search, be and the same is hereby declared to be a first, valid
20 and prior lien upon the following described real premises, to-wit:

21 Beginning at a point 493 feet West and 144
22 feet North of a point formed by the inter-
23 section of the West line of Blaine Street
24 and the North line of Fifth Street in the
25 City of Newberg, Yamhill County, Oregon;
26 running thence South 144 feet to North line
27 of Fifth Street; thence West along the North
line of Fifth Street 100 feet; thence North
120 feet; thence West to the center of Port-
land and Dayton Road; thence Northeasterly
along the center of said road to a point due
West of the place of beginning, and thence
East to the place of beginning,

28 and the whole thereof.

29
30 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
31 the assessment and lien of the Defendant City of Newberg, against
32 Plaintiffs W. S. Colvin and Eva Colvin, husband and wife, in the

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1 principal sum of \$307.83, together with interest at the rate of
2 six percent (6%) per annum from the 10th day of July, 1950, until
3 paid, together with the further sum of \$23.09, attorney fees and
4 Court costs, and together with the further sum of \$15.00 for title
5 search, be and the same is hereby declared to be a first, valid
6 and prior lien upon the following described real premises, to-wit:

7 Beginning at the center of Fifth Street in the
8 City of Newberg, in Yamhill County, Oregon, at
9 the intersection of Portland and Dayton Road,
10 thence South 34° 30' West along the center of
11 said road 2.77 chains, thence East to the East
12 boundary line of said Portland and Dayton road,
13 thence North 34° 30' East along the East boundary
14 line of said Portland and Dayton Road 65.25 feet
15 for the true point of beginning of the premises
16 hereby conveyed; thence East 78 feet 10 inches;
17 thence North 71 feet; more or less, to the South
18 boundary line of said Fifth Street; thence West
19 following the South boundary line of said Fifth
20 Street 28 feet 11 inches, more or less, to the
21 East boundary line of said Portland and Dayton
22 Road; and thence South 34° 30' West following the
23 East boundary line of said Portland and Dayton
24 Road 87 feet 4 inches, more or less, to the true
25 point of beginning,

26 and the whole thereof.

27 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
28 the assessment and lien of the Defendant City of Newberg, against
29 Plaintiffs W. S. Colvin and Eva Colvin, husband and wife, in the
30 principal sum of \$334.89, together with interest at the rate of
31 six percent (6%) per annum from the 10th day of July, 1950, until
32 paid, together with the further sum of \$25.11, attorney fees and
Court costs, and together with the further sum of \$15.00 for title
search, be and the same is hereby declared to be a first, valid and
prior lien upon the following described real premises, to-wit:

Beginning 175 feet West of the inter-
section of the North line of Fifth
Street with the West line of Blaine
Street in the City of Newberg, Yamhill
County, Oregon, and running thence
North 100 feet; thence East 65 feet;
thence South 100 feet; thence West 65
feet to the place of beginning,

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1 and the whole thereof.

2

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
4 the assessment and lien of the Defendant City of Newberg, against
5 Plaintiff Mary Follette, a single woman, widow of Clair Follette,
6 deceased, in the principal sum of \$734.22, together with interest
7 at the rate of six percent (6%) per annum from the 10th day of
8 July, 1950, until paid, together with the further sum of \$55.07,
9 attorney fees and Court costs, and together with the further sum
10 of \$15.00 for title search, be and the same is hereby declared to
11 be a first, valid and prior lien upon the following described real
12 premises, to-wit:

13 Lots 5, 6, 7 and 8 in Block
14 31 of EDWARDS' ADDITION to
15 the Town of Newberg, in Yam-
hill County, Oregon,

16 and the whole thereof.

17

18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
19 the assessment and lien of the Defendant City of Newberg, against
20 Plaintiffs O. H. Livengood and Lois A. Livengood, husband and wife,
21 and Cross-Defendant Sweney Hans Westesen, in the principal sum of
22 \$433.06, together with interest at the rate of six percent (6%)
23 per annum from the 10th day of July, 1950, until paid, together
24 with the further sum of \$32.48, attorney fees and Court costs, and
25 together with the further sum of \$15.00 for title search, be and
26 the same is hereby declared to be a first, valid and prior lien
27 upon the following described real premises, to-wit:

28 Being a part of Lots 1 and 2, in Block
29 6, EDWARDS' SECOND ADDITION to the City
30 of Newberg, in Yamhill County, Oregon,
described as follows:

31 Beginning at a point that is 50 feet
32 West of the Northeast corner of Lot 1;
thence South along a line drawn paral-
lel with and 50 feet from the Easterly

1
2 line of Lots 1 and 2, 100 feet to the
3 South line of Lot 2; thence Westerly
4 along said South line 64.5 feet; thence
5 Northerly 100 feet to the North line of
6 Lot 1; thence East along said North line
7 64.5 feet to the place of beginning,

8 and the whole thereof.

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
10 the assessment and lien of the Defendant City of Newberg, against
11 Plaintiffs Karl E. Hedman and Greta M. Hedman, husband and wife,
12 in the principal sum of \$734.22, together with interest at the
13 rate of six percent (6%) per annum from the 10th day of July,
14 1950, until paid, together with the further sum of \$55.07, attorney
15 fees and Court costs, and together with the further sum of \$15.00
16 for title search, be and the same is hereby declared to be a first,
17 valid and prior lien upon the following described real premises,
18 to-wit:

19 Lots 5, 6, 7 and 8 in Block 32
20 of EDWARDS' ADDITION to the Town
21 of Newberg in Yamhill County,
22 Oregon,

23 and the whole thereof.

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
25 the assessment and lien of the Defendant City of Newberg, against
26 Plaintiffs Claude Pearson and Margaret L. Pearson, husband and
27 wife, in the principal sum of \$352.99, together with interest at
28 the rate of six percent (6%) per annum from the 10th day of July,
29 1950, until paid, together with the further sum of \$26.47, attor-
30 ney fees and Court costs, and together with the further sum of
31 \$15.00 for title search, be and the same is hereby declared to be
32 a first, valid and prior lien upon the following described real
premises, to-wit:

1 The North 50 feet of the South 100
2 feet of Lots 9, 10, 11 and 12 of
3 Block 27, EDWARDS' ADDITION to
Newberg, in Yamhill County, Oregon,

4 and the whole thereof.

5
6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
7 the assessment and lien of the Defendant City of Newberg, against
8 Plaintiff Susie B. Fletcher, a single woman, widow of W. A. Fletcher,
9 deceased, in the principal sum of \$551.30, together with interest
10 at the rate of six percent (6%) per annum from the 10th day of
11 July, 1950, until paid, together with the further sum of \$41.35,
12 attorney fees and Court costs, and together with the further sum of
13 \$15.00 for title search, be and the same is hereby declared to be
14 a first, valid and prior lien upon the following described real
15 premises, to-wit:

16 The South 40 feet of Lot 17 in
17 Block 17 of CENTRAL ADDITION to
18 the City of Newberg, in Yamhill
County, Oregon,

19 and the whole thereof.

20
21 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
22 the assessment and lien of the Defendant City of Newberg, against
23 Plaintiff J. W. Arnett, a single man, and Cross-Defendant Stanley
24 Brunson, in the principal sum of \$116.58, together with interest
25 at the rate of six percent (6%) per annum from the 10th day of
26 July, 1950, until paid, together with the further sum of \$8.73,
27 attorney fees and Court costs, and together with the further sum
28 of \$15.00 for title search, be and the same is hereby declared to
29 be a first, valid and prior lien upon the following described real
30 premises, to-wit:

31 The North 48 feet of even width of the follow-
32 ing described tract in Yamhill County, Oregon:

1 Beginning at the intersection of the West line
2 of Dayton Avenue in the City of Newberg, Yam-
3 hill County, Oregon, with the South line of
4 Little Homes Subdivision; thence North 85° 10'
5 West along the South line of Little Homes Sub-
6 division 128 feet; thence North parallel with
7 the East line of Lot 25 of said Little Homes Sub-
8 division 113.6 feet; thence East parallel with
9 the South line of Fifth Street to the West line
10 of Dayton Avenue; thence Southwesterly along the
11 West line of Dayton Avenue 130 feet to the place
12 of beginning,

13 and the whole thereof.

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
15 the assessment and lien of the Defendant City of Newberg, against
16 Plaintiffs LeRoy E. Bierce, also known as LeRoy Eli Bierce, and
17 I. P. Bierce, also known as Ivy Pearl Bierce, husband and wife,
18 in the principal sum of \$566.74, together with interest at the
19 rate of six percent (6%) per annum from the 10th day of July,
20 1950, until paid, together with the further sum of \$42.50, attorney
21 fees and Court costs, and together with the further sum of \$15.00
22 for title search, be and the same is hereby declared to be a first,
23 valid and prior lien upon the following described real premises,
24 to-wit:

25 Lots 9, 10, 11 and 12 in Block 29,
26 Edward's Addition to the Town (now
27 City) of Newberg, in Yamhill County,
28 Oregon,

29 and the whole thereof.

30 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
31 the assessment and lien of the Defendant City of Newberg, against
32 Plaintiff Ella Cummins, deceased, (at the time of her death a single
33 woman) and James Cummins and Erma Cummins, husband and wife, in the
34 principal sum of \$532.42, together with interest at the rate of six
35 percent (6%) per annum from the 10th day of July, 1950, until paid,
36 together with the further sum of \$39.93, attorney fees and Court

1 costs, and together with the further sum of \$15.00 for title search,
2 be and the same is hereby declared to be a first, valid and prior
3 lien upon the following described real premises, to-wit:

4 The North 96 feet of Lots 6, 7 and 8,
5 Block 33, in EDWARDS' ADDITION to the
6 City of Newberg, in Yamhill County,
7 Oregon,

8
9 and the whole thereof.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
11 the assessment and lien of the Defendant City of Newberg, against
12 Plaintiff Edna Lamb, also known as Edna S. Lamb, a single woman,
13 in the principal sum of \$252.46, together with interest at the rate
14 of six percent (6%) per annum from the 10th day of July, 1950, until
15 paid, together with the further sum of \$18.93, attorney fees and
16 Court costs, and together with the further sum of \$15.00 for title
17 search, be and the same is hereby declared to be a first, valid and
18 prior lien upon the following described real premises, to-wit:

19 Lot 3 in Block 7 of DESKINS'
20 SECOND ADDITION to Newberg,
21 in Yamhill County, Oregon,

22 and the whole thereof.

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
24 the assessment and lien of the Defendant City of Newberg, against
25 Plaintiffs Matt Streeter and Anna Streeter, husband and wife, in
26 the principal sum of \$491.47, together with interest at the rate of
27 six percent (6%) per annum from the 10th day of July, 1950, until
28 paid, together with the further sum of \$36.36, attorney fees and
29 Court costs, and together with the further sum of \$15.00 for title
30 search, be and the same is hereby declared to be a first, valid and
31 prior lien upon the following described real premises, to-wit:

32 Lot 1 and the North 15 feet of Lot 2 in
 Block 15, Original Town of Newberg, Yam-
 hill County, Oregon,

1 and the whole thereof.

2

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
4 the assessment and lien of the Defendant City of Newberg, against
5 Plaintiffs L. M. Nye, also known as Lou M. Nye, and A. D. Nye, also
6 known as Amy D. Nye, husband and wife, in the principal sum of
7 \$77.52, together with interest at the rate of six percent (6%)
8 per annum from the 10th day of July, 1950, until paid, together
9 with the further sum of \$5.82, attorneyfees and Court costs, and
10 together with the further sum of \$15.00 for title search, be and
11 the same is hereby declared to be a first, valid and prior lien upon
12 the following described real premises, to-wit:

13 The South 80 feet of Lots Numbered 5 and 6
14 in Block Numbered 4 of DESKINS' ADDITION to
15 the Town (now City) of Newberg, in Yamhill
County, Oregon.

16 Excepting and Reserving therefrom the South
40 feet of said Lots,

17 and the whole thereof.

18

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
20 the assessment and lien of the Defendant City of Newberg, against
21 Plaintiff Hulda Knowles and Cross-Defendant Ronald Knowles, wife
22 and husband, in the principal sum of \$345.21, together with in-
23 terest at the rate of six percent (6%) per annum from the 10th day
24 of July, 1950, until paid, together with the further sum of \$25.89,
25 attorney fees and Court costs, and together with the further sum of
26 \$15.00 for title search, be and the same is hereby declared to be
27 a first, valid and prior lien upon the following described real pre-
28 mises, to-wit:

29 Lot 3 in Block 11 in CENTRAL
30 ADDITION to Newberg, in Yam-
hill County, Oregon,

31 and the whole thereof.

32

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
2 the assessment and lien of the Defendant City of Newberg, against
3 Plaintiff Marcell Schaad, also known as Cecile Pearson Schaad, and
4 Cross-Defendant, Benjamin Schaad, wife and husband, in the princi-
5 pal sum of \$619.30, together with interest at the rate of six percent
6 (6%) per annum from the 10th day of July, 1950, until paid, toge-
7 ther with the further sum of \$46.45, attorney fees and Court costs,
8 and together with the further sum of \$15.00 for title search, be
9 and the same is hereby declared to be a first, valid and prior lien
10 upon the following described real premises, to-wit:

11 Lot 15 in Block 1 of DESKINS' FOURTH
12 ADDITION to the City of Newberg, in
Yamhill County, Oregon,

13 and the whole thereof.
14

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
16 the assessment and lien of the Defendant City of Newberg, against
17 Plaintiff Kearney Rygg, a single woman, widow of Louis B. Rygg,
18 deceased, in the principal sum of \$472.03, together with interest
19 at the rate of six percent (6%) per annum from the 10th day of July,
20 1950, until paid, together with the further sum of \$35.40, attorney
21 fees and Court costs, and together with the further sum of \$15.00
22 for title search, be and the same is hereby declared to be a first,
23 valid and prior lien upon the following described real premises, to-wit:

24 The East 73 feet of Lot 6, Block
25 2, in EDWARDS' SECOND ADDITION
26 to the City of Newberg, in Yam-
hill County, Oregon,

27 and the whole thereof.
28

29 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
30 the assessment and lien of the Defendant City of Newberg, against
31 Plaintiff Kearney Rygg, also known as Kearney C. Rygg, a single
32 woman, widow of Louis B. Rygg, deceased, and Cross-Defendants

1 Sydney Streeter and John Doe Streeter, wife and husband and Gertrude
2 K. Nelson, a single woman, heirs-at-law of Louis B. Rygg, deceased,
3 in the principal sum of \$23.03, together with interest at the rate
4 of six percent (6%) per annum from the 10th day of July, 1950, until
5 paid, together with the further sum of \$1.73, attorney fees and
6 Court costs, and together with the further sum of \$15.00 for title
7 search, be and the same is hereby declared to be a first, valid and
8 prior lien upon the following described real premises, to-wit:

9 Beginning on the South line of First Street
10 in the City of Newberg, in Yamhill County,
11 Oregon, at a point 10 feet East and 10 feet
12 South of the Northwest corner of Block 1
13 in the Original Town of Newberg, Yamhill
14 County, Oregon; thence South 110 feet;
15 thence East 43 feet; thence North 110 feet
16 to the South line of First Street; thence
17 West 43 feet to the place of beginning,

18 and the whole thereof.

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
20 the assessment and lien of the Defendant City of Newberg, against
21 Plaintiff I. C. Burnham and Cross-Defendant Maisie Burnham, his
22 wife, and Cross-Defendants James Henry Jack and Josephine E. Jack,
23 husband and wife, in the principal sum of \$87.60, together with
24 interest at the rate of six percent (6%) per annum from the 10th
25 day of July, 1950, until paid, together with the further sum of
26 \$6.57, attorney fees and Court costs, and together with the further
27 sum of \$15.00 for title search, be and the same is hereby declared
28 to be a first, valid and prior lien upon the following described
29 real premises, to-wit:

30 Lot 8 in Block 7 of CENTRAL ADDITION
31 to Newberg, in Yamhill County, Oregon,

32 and the whole thereof.

33 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
34 the assessment and lien of the Defendant City of Newberg, against

1 Plaintiffs William F. DeVore and Grace DeVore, husband and wife,
2 in the principal sum of \$729.31, together with interest at the
3 rate of six percent (6%) per annum from the 10th day of July, 1950,
4 until paid, together with the further sum of \$54.70, attorney fees
5 and Court costs, and together with the further sum of \$15.00 for
6 title search, be and the same is hereby declared to be a first,
7 valid and prior lien upon the following described real premises,
8 to-wit:

9 The North 72 feet of Lots 7 and 8
10 in Block 27 of EDWARDS' ADDITION to
11 the Town of Newberg, in Yamhill
12 County, Oregon,

13
14 and the whole thereof.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
16 the assessment and lien of the Defendant City of Newberg, against
17 Plaintiffs E. C. Green, also known as Elmer C. Green, and Martha
18 Green, husband and wife, and Cross-Defendant Thelma Green, in the
19 principal sum of \$180.35, together with interest at the rate of
20 six percent (6%) per annum from the 10th day of July, 1950, until
21 paid, together with the further sum of \$13.52, attorney fees and
22 Court costs, and together with the further sum of \$15.00 for title
23 search, be and the same is hereby declared to be a first, valid
24 and prior lien upon the following described real premises, to-wit:

25 The North 96 feet of Lots 14 and 15
26 in Block 29 of EDWARDS' ADDITION to
27 the Town of Newberg, Yamhill County,
28 Oregon,

29 and the whole thereof.

30 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
31 the assessment and lien of the Defendant City of Newberg, against
32 Plaintiff Florence Shepley, also known as Florence E. Shepley, a
single woman, in the principal sum of \$624.72, together with interest

1 at the rate of six percent (6%) per annum from the 10th day of
2 July, 1950, until paid, together with the further sum of \$46.85,
3 attorney fees and Court costs, and together with the further sum
4 of \$15.00 for title search, be and the same is hereby declared to
5 be a first, valid and prior lien upon the following described real
6 premises, to-wit:

7 The South 72 feet of Lots 9, 10, 11
8 and 12 in Block 21 of EDWARDS' AD-
9 DITION to the Town of Newberg, in
10 Yamhill County, Oregon,

11 and the whole thereof.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
13 the assessment and lien of the Defendant City of Newberg, against
14 Plaintiff Ruby Adams, also known as Ruby I. Adams, and Cross-Defen-
15 dants Minnie S. Ross and Floyd A. Ross, wife and husband, in the
16 principal sum of \$599.83, together with interest at the rate of six
17 percent (6%) per annum from the 10th day of July, 1950, until paid,
18 together with the further sum of \$44.99, attorney fees and Court
19 costs, and together with the further sum of \$15.00 for title search,
20 be and the same is hereby declared to be a first, valid and prior
21 lien upon the following described real premises, to-wit:

22 A part of the Donation Land Claim of Joseph
23 B. Rogers and wife, Notification #1473, Claim
24 #55 in Township 3 South, Range 2 West of the
25 Willamette Meridian, in the City of Newberg,
26 in Yamhill County, Oregon, and the part of
27 said Claim hereby conveyed being particularly
28 described as follows, to-wit:

29 Beginning at a point 100 feet South of the
30 intersection of the South line of Fifth Street
31 with the East line of Blaine Street in said
32 City of Newberg, and running thence South 50
33 feet; thence East 100 feet; thence North 50
34 feet; and thence West 100 feet to the place
35 of beginning.

36 ALSO: Beginning at a point 50 feet East of the
37 intersection of the South line of said Fifth
38 Street with the said East line of Blaine Street
39 in said City of Newberg, said County and State,
40 and running thence South 100 feet; thence East

50 feet; thence North 100 feet to the South line
of said Fifth Street; and thence West 50 feet to
the place of beginning,

and the whole thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
the assessment and lien of the Defendant, City of Newberg, against
Plaintiffs E. L. Bryant, also known as Edward L. Bryant, and
Frances Bryant, also known as Frances E. Bryant, husband and wife,
in the principal sum of \$73.00, together with interest at the rate
of six percent (6%) per annum from the 10th day of July, 1950, un-
til paid, together with the further sum of \$5.48, attorney fees
and Court costs, and together with the further sum of \$15.00 for
title search, be and the same is hereby declared to be a first,
valid and prior lien upon the following described real premises,
to-wit:

The South 48 feet of Lots 7 and 8,
in Block 33, of EDWARDS' ADDITION
to Newberg, in Yamhill County, Oregon,

and the whole thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
the assessment and lien of the Defendant City of Newberg, against
Plaintiffs William Mardock and Portia Mardock, husband and wife,
and Cross-Defendants C. L. Palmer and Lena May Palmer, husband and
wife, in the principal sum of \$310.78, together with interest at
the rate of six percent (6%) per annum from the 10th day of July,
1950, until paid, together with the further sum of \$23.30, attorney
fees and Court costs, and together with the further sum of \$15.00
for title search, be and the same is hereby declared to be a first,
valid and prior lien upon the following described real premises,
to-wit:

The South 60 feet of Lot 5, Block 15,
Original Town of Newberg, in Yamhill
County, Oregon,

1 and the whole thereof.

2

3 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
4 the assessment and lien of the Defendant City of Newberg, against
5 Plaintiffs O. E. Cooley and Mrs. O. E. Cooley, husband and wife,
6 and Cross-Defendants J. Harlan Smith and Emma Smith, husband and
7 wife, in the principal sum of \$583.65, together with interest at
8 the rate of six percent (6%) per annum from the 10th day of July,
9 1950, until paid, together with the further sum of \$43.77, attorney
10 fees and Court costs, and together with the further sum of \$15.00
11 for title search, be and the same is hereby declared to be a first,
12 valid and prior lien upon the following described real premises,
13 to-wit:

14 The South 45 feet of Lots 13, 14, 15
15 and 16 in Block 21 of EDWARDS' ADDITION
16 to the Town of Newberg, in Yamhill County,
Oregon,

17 and the whole thereof.

18

19 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
20 the assessment and lien of the Defendant City of Newberg, against
21 Plaintiffs T. M. Norman and Wilma Norman, also known as Wilma E.
22 Norman, husband and wife, and Cross-Defendants Yancy C. Harwood
23 and Lucy J. Harwood, husband and wife, in the principal sum of
24 \$1527.67, together with interest at the rate of six percent (6%)
25 per annum from the 10th day of July, 1950, until paid, together
26 with the further sum of \$114.58, attorney fees and Court costs, and
27 together with the further sum of \$15.00 for title search, be and
28 the same is hereby declared to be a first, valid and prior lien
29 upon the following described real premises, to-wit:

30 Lots 9, 10, 11 and 12 in Block 28,
31 EDWARDS' ADDITION to the Town of
Newberg, in Yamhill County, Oregon,

32 and the whole thereof.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
2 the assessment and lien of the Defendant City of Newberg, against
3 Plaintiff C. T. Cline, a single man, in the principal sum of \$842.78,
4 together with interest at the rate of six percent (6%) per annum
5 from the 10th day of July, 1950, until paid, together with the fur-
6 ther sum of \$63.20, attorney fees and Court costs, and together with
7 the further sum of \$15.00 for title search, be and the same is here-
8 by declared to be a first, valid and prior lien upon the following
9 described real premises, to-wit:

10 The South 50 feet of Lots 9, 10, 11 and 12
11 in Block 25 in EDWARDS' ADDITION to the
12 City of Newberg, Yamhill County, Oregon,
13 and the whole thereof.

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
15 the assessment and lien of the Defendant City of Newberg, against
16 Plaintiffs William F. DeVore and Grace DeVore, husband and wife,
17 Clifford T. Cline, also known as C. T. Cline, a single man, and
18 T. R. Zlab, also known as Theodore R. Zlab, and Nola Zlab, also
19 known as Nola M. Zlab, husband and wife, in the principal sum of
20 \$367.49, together with interest at the rate of six percent (6%)
21 per annum from the 10th day of July, 1950, until paid, together
22 with the further sum of \$27.57, attorney fees and Court costs,
23 and together with the further sum of \$15.00 for title search, be
24 and the same is hereby declared to be a first, valid and prior lien
25 upon the following described real premises, to-wit:

26 Lot 5 in Block 6 in EDWARDS' SECOND AD-
27 DITION to the City of Newberg, in Yam-
28 hill County, Oregon,
29 and the whole thereof.

30 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
31 the assessment and lien of the Defendant City of Newberg, against
32 Cross-Defendants Pauline Llewellyn and John Doe Llewellyn, wife

1 and husband, and Helen Robertson, a single woman, heirs-at-law of
2 Plaintiffs Warren L. Robertson and Lillie C. Robertson, both
3 deceased, in the principal sum of \$771.78, together with interest
4 at the rate of six percent (6%) per annum from the 10th day of
5 July, 1950, until paid, together with the further sum of \$57.88,
6 attorney fees and Court costs, and together with the further sum
7 of \$15.00 for title search, be and the same is hereby declared to
8 be a first, valid and prior lien upon the following described real
9 premises, to-wit:

10 The South 70 feet of Lots 9 and 10 and the
11 South 70 feet of the East half of Lot 8 in
12 Block 5 of DESKINS' SECOND ADDITION to
13 Newberg, in Yamhill County, Oregon,

14 and the whole thereof.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
16 the assessment and lien of the Defendant City of Newberg, against
17 Plaintiff Pearl White and Cross-Defendant Harry White, wife and
18 husband, in the principal sum of \$177.35, together with interest at
19 the rate of six percent (6%) per annum from the 10th day of July,
20 1950, until paid, together with the further sum of \$13.30, attorney
21 fees and Court costs, and together with the further sum of \$15.00
22 for title search, be and the same is hereby declared to be a first,
23 valid and prior lien upon the following described real premises, to-
24 wit:

25 Commencing at the intersection of the East
26 line of Blaine Street with the South line
27 of Fifth Street in the City of Newberg, Yam-
28 hill County, Oregon; thence South 100 feet;
29 thence East 50 feet; thence North 100 feet;
30 thence West 50 feet to the place of beginning,

31 and the whole thereof.
32

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the assessment and lien of the Defendant City of Newberg, against Plaintiff Susie B. Fletcher, a single woman, widow of W. A. Fletcher, deceased, and Cross-Defendants John L. Parrett and Wahnora C. Parrett, husband and wife, in the principal sum of \$218.58, together with interest at the rate of six percent (6%) per annum from the 10th day of July, 1950, until paid, together with the further sum of \$16.38, attorney fees and Court costs, and together with the further sum of \$15.00 for title search, be and the same is hereby declared to be a first, valid and prior lien upon the following described real premises, to-wit:

All of Lots Numbered 2 and 3 of LITTLE HOMES
SUBDIVISION in Yamhill County, Oregon.

Excepting a strip 75 feet wide and 234 feet
long off of the North side of Lot 2 conveyed
to Fred L. Ames by Deed recorded at Page 618
Volume 70, Deed Records,

and the whole thereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said liens, and each of them, and the assessments upon which they are based, are now in default and unpaid and that said liens, and each of them, be, and the same hereby are, foreclosed upon the properties respectively listed for the full amount of said liens, and each of them, together with said interest, cost of title search, cost of suit and attorneys' fees.

IT IS FURTHER ORDERED that the real property above described, and each parcel thereof, be sold by the Sheriff of Yamhill County, Oregon, according to law and the practice governing the sale of real property on execution and that the proceeds of such sale be applied, first to the costs and expenses of making such sale and thereafter to the payment of the several sums due Defendant City of Newberg herein, including the principal amount of said liens and interest thereon and the cost of title search aforesaid and the costs of suit and attorneys' fees aforesaid and that the overplus, if any, be paid

1 to the Clerk of this Court for the respective parties hereto as their
2 interest may appear. That each such parcel of real property shall
3 be separately sold by said Sheriff and the proceeds thereof shall be
4 held to pay only amounts properly chargeable thereto as in this de-
5 cree listed and set forth.

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiffs,
7 and each of them, and the Cross-Defendants, and each and all of them,
8 and any and all persons claiming by, through or under them, or any
9 of them, and each of them, be, and they hereby are, and each of them
10 is, forever barred and foreclosed of any and all estate, right, title
11 and interest in and to the said parcels of real property, and each
12 of them, hereinabove described, excepting the statutory right of
13 redemption, and that whatever claim or lien they, or any of them,
14 may have in, to or against said real property, or any parcel thereof,
15 is subject and inferior to the interest of Defendant City of Newberg
16 under its said liens.

17 IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that
18 Defendant City of Newberg, or any of the Plaintiffs or any of the
19 Cross-Defendants, may become a purchaser at such Sheriff's sale and
20 that upon such sale, the purchaser or purchasers be let into the im-
21 mediate possession of said real property and the whole thereof, or
22 any parcel thereof, and that if the Plaintiffs or the Cross-Defen-
23 dants, or any of them, or other persons in possession of said real
24 property, or any part thereof, shall refuse to surrender possession
25 to such purchaser or purchasers upon confirmation of said sale and
26 due demand for such possession, such purchaser or purchasers shall
27 be granted a writ of assistance for the purpose of securing such
28 possession and that execution do issue to enforce this decree.

29 IT IS FURTHER ORDERED that this Decree be entered nunc pro
30 tunc as of the 26th day of August, 1952.

31 Dated at McMinnville, Oregon, this 30 day of September, 1952.

32

7P... 10/1/52
October 1, 1952

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

Gentlemen:

Re: Leinan vs. Newberg

Inasmuch as the above-entitled suit has been successfully carried through to a decree, and because of the questions which are now arising, I believe that I should report to the Council regarding same.

Briefly stated, this cause consists of a suit to quiet title brought against the City of Newberg by 110 parties plaintiff and seeking to quiet the title to their respective properties and invalidate City liens for street improvement thereon. There were 75 separate tracts of land involved and the total amount of the liens thereon was \$36,692.60. The total amount of liens arising from the street improvement was \$132,376.21. Therefore, approximately 27 per cent of the total liens was involved in the proceeding.

The improvement proceedings were started in February, 1948, and the contract was let in November, 1948. The work was done during the spring and summer of 1949 and the assessment proceedings and apportionment of the liens to the properties was completed in April, 1950. The above suit was filed June 28, 1950, and decree was rendered therein September 30, 1952.

In contesting this suit, the City answered, setting up all of the proceedings on which the liens were based and asking for the foreclosure of the liens should they be held valid. The decree of the Court held the liens valid, dismissed plaintiff's complaint, and ordered the liens foreclosed.

Prior to the trial of the case in August, 1952, 36 of the plaintiffs either paid or bonded their liens and withdrew from the case. The amount so paid or bonded was the sum of \$8663.06 and in addition thereto partial payments were received on the property of plaintiffs, Pearl White and Charles M. Christian, in the amount of \$1565.03. As the result of the foregoing, the principal amount of liens unpaid and still in litigation at the time of trial was \$26,464.51. Since the trial, 6 additional plaintiffs have paid off, including in their payment the costs and interest allowed. The principal amount so paid is the sum of \$2608.26.

In order to properly provide for the foreclosure of the liens on the numerous properties involved, it was necessary to investigate the title to 62 separate tracts and secure reports thereon at a cost of \$930.00. As a result of this investigation it became necessary to bring in 58 new parties as Cross-defendants and later investigations, including changes by death or otherwise, resulted in the addition of 3 more. Subsequently, by securing evidence in the form of affidavits, death certificates, etc., 15 of said cross-defendants were removed from the case by clearing their claims on the titles involved. While this was incidentally beneficial

Honorable Mayor and Council
Page 2
October 1, 1952

to the plaintiffs, it was necessary in order that the City might secure a clear marketable title to the property on foreclosure.

In order to pay the contractor for the portion of the improvement covered by special assessments, warrants carrying 2 per cent interest were issued in the amount of \$131,305.79. The City paid an additional sum in cash. Since the warrants were issued, the City has been able to pay thereon the principal sum of \$70,499.89, leaving a principal balance of \$60,805.90. These payments have been derived from payment of liens not in suit and also the above described payments on liens in the suit. The City now has a cash balance in the street improvement fund in the amount of \$10,662.00.

A number of owners have failed to take any action whatever, whether by paying or bonding their assessment or by joining in the lawsuit. The total principal amount owed by such owners is the sum of \$10,202.46, excluding alley assessments. Total principal covered by bonding applications is \$23,362.69.

The total number of owners originally affected by the improvement, disregarding multiple and joint ownerships, was 207. Approximately 113 such owners have fully paid and approximately 33 have bonded their assessments. Approximately 20 have taken no action of any kind and approximately 44 such owners are still involved in the lawsuit. Of 42 alley assessments, 34 have been paid and 8 are still unpaid, although only 2 of these are involved in the lawsuit.

In the original assessment proceeding covering the years 1948, 1949 and approximately half of 1950, the sum of \$1500.00 was included to cover attorneys fees and this amount is reflected, in part, in each of the assessments. The firm of Marsh, Marsh & Dashney, Attorneys at Law, McMinnville, Oregon, was associated with the City Attorney throughout both this procedure and the litigation, although no additional charge was made for this association and this firm was paid from the fee allowed to the City Attorney. At the present time, the City Attorney has been paid no fee for this procedure. The firm of Marsh, Marsh & Dashney has been fully paid for their assistance in connection with the assessment procedure in the amount of \$250.00 and the sum of \$127.70 has been paid to the City Attorney for additional clerical work required in the assessment. Therefore, the following shows the status of attorney fees for this procedure:

Attorney fee assessed	\$1500.00	
Paid Marsh, Marsh & Dashney		\$250.00
Paid clerical costs		127.70
Total	- 377.70	\$377.70
Balance due Herbert Swift	\$1122.30	

No attorneys' fee has yet been paid in connection with the lawsuit brought by the various property owners. The City has expended and incurred the following costs in connection therewith:

Honorable Mayor and Council
Page 3
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Title search	\$930.00
Filing fee	6.80
Death Certificates	3.00
Death certificates	2.00
Reporter's fee	10.00
Clerical work on decree	10.00
Witness fees	185.68
Sheriff's fees for service	30.03
Paper and materials for answer	65.20
Total	<u>\$1242.71</u>

The Court allowed the sum of \$930.00 title search directly to the City, leaving a balance of \$312.71 costs advanced to be covered, together with attorneys' fees, by the allowance of $7\frac{1}{2}$ per cent of the liens in suit as allowed by the Court. The total amount of allowance by the Court for both costs and attorneys' fees is \$1992.08, and after deducting therefrom the balance of \$312.71 advanced by the City for Court costs, there is a balance of \$1679.37 left for attorneys' fees. It is the opinion of both Mr. Marsh and the City Attorney that this amount is inadequate in view of the work involved. Most of the members of the current Council and the 2 preceding Councils, as well as the present Mayor and his predecessor, are familiar with the volume of work required in this case. The statute allows and the Court confirmed interest at 6 per cent from July 10, 1950, on all liens until paid. This give the City a difference of 4 per cent between the amount it is paying Mr. Compton and the amount it is receiving. This additional fund should make it possible for the City to pay an additional attorney fee without going beyond the proceeds of the assessments. It is our opinion that a net attorney fee of \$3000.00 should be paid for this litigation. It should be borne in mind that the foregoing does not include any fee to cover the cost of resisting an appeal should one be taken by the plaintiffs.

It has come to the attention of the City Attorney that several of the plaintiffs have requested permission to bond their assessments. Before investigating the law in detail regarding this request, it will be necessary that the Council decide whether such action will be permitted. It should be borne in mind that if any of the unsuccessful plaintiffs are allowed to bond, that privilege must be available to all of them. Based on previous experience in this and other towns, it can be assumed that some of the parties, who so bond their property, will eventually default on their payments, whereupon the City will be compelled to foreclose through court procedure. At the present time, as a result of the decree of the Court, all of these liens are foreclosed and the only step necessary to sell them, is an order to the Sheriff and the publication and posting of notices. Should the City accept bonding applications under these circumstances, the current litigation will have been wasted and the City will be required to foreclose again on any properties defaulting in the future. All property owners were given an opportunity to bond in June and July, 1950, at which time they were notified that their failure to bond or pay would force the City to take steps to collect. I understand that the contractor feels that he has waited long

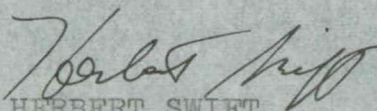
Honorable Mayor and Council

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enough for the balance due on the warrants and that he is paying out higher interest than he is receiving thereon. It is probable that in many cases property owners could refinance the lien at a rate of interest as low or lower than the rate of 6 per cent, which they must pay whether they bond or not. It is, therefore, my recommendation that no further bonding applications be accepted by the City.

Yours very truly,


HERBERT SWIFT
City Attorney

HS:eo

cc: Marsh, Marsh & Dashney
Attorneys at Law
First National Bank Building
McMinnville, Oregon

7-P 10/1/52
October 1, 1952

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

Gentlemen:

Re: Leinan vs. Newberg

Inasmuch as the above-entitled suit has been successfully carried through to a decree, and because of the questions which are now arising, I believe that I should report to the Council regarding same.

Briefly stated, this cause consists of a suit to quiet title brought against the City of Newberg by 110 parties plaintiff seeking to quiet the title to their respective properties and invalidate City liens for street improvement thereon. There were 75 separate tracts of land involved and the total amount of the liens thereon was \$36,692.60. The total amount of liens arising from the street improvement was \$132,376.21. Therefore, approximately 27 per cent of the total liens was involved in the proceeding.

The improvement proceedings were started in February, 1948, and the contract was let in November, 1948. The work was done during the spring and summer of 1949 and the assessment proceedings and apportionment of the liens to the properties was completed in April, 1950. The above suit was filed June 28, 1950, and decree was rendered therein September 30, 1952.

In contesting this suit, the City answered, setting up all of the proceedings on which the liens were based and asking for the foreclosure of the liens should they be held valid. The decree of the Court held the liens valid, dismissed plaintiff's complaint, and ordered the liens foreclosed.

Prior to the trial of the case in August, 1952, 36 of the plaintiffs either paid or bonded their liens and withdrew from the case. The amount so paid or bonded was the sum of \$8663.06 and in addition thereto partial payments were received on the property of plaintiffs, Pearl White and Charles M. Christian, in the amount of \$1565.03. As the result of the foregoing, the principal amount of liens unpaid and still in litigation at the time of trial was \$26,464.51. Since the trial, 4 additional plaintiffs have paid off, including in their payment the costs and interest allowed. The principal amount so paid is the sum of \$15,000.00.

In order to properly provide for the foreclosure of the liens on the numerous properties involved, it was necessary to investigate the title to 62 separate tracts and secure reports thereon at a cost of \$930.00. As a result of this investigation it became necessary to bring in 58 new parties as Cross-defendants and later investigations, including changes by death or otherwise, resulted in the addition of 3 more. Subsequently, by securing evidence in the form of affidavits, death certificates, etc., 15 of said cross-defendants were removed from the case by clearing their claims on the titles involved. While this was incidentally beneficial

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to the plaintiffs, it was necessary in order that the City might secure a clear marketable title to the property on foreclosure.

In order to pay the contractor for the portion of the improvement covered by special assessments, warrants carrying 2 per cent interest were issued in the amount of \$131,305.79. The City paid an additional sum in cash. Since the warrants were issued, the City has been able to pay thereon the principal sum of \$70,499.89, leaving a principal balance of \$60,805.90. These payments have been derived from payment of liens not in suit and also the above described payments on liens in the suit. The City now has a cash balance in the street improvement fund in the amount of \$ 10,667.02. 10-4-52

A number of owners have failed to take any action whatever, whether by paying or bonding their assessment or by joining in the lawsuit. The total principal amount owed by such owners is the sum of \$10,202.46, excluding alley assessments. Total principal covered by bonding applications is \$23,362.69.

The total number of owners originally affected by the improvement, disregarding multiple and joint ownerships, was 207. Approximately 113 such owners have fully paid and approximately 33 have bonded their assessments. Approximately 20 have taken no action of any kind and approximately 44 such owners are still involved in the lawsuit. Of 42 alley assessments, 34 have been paid and 8 are still unpaid, although only 2 of these are involved in the lawsuit.

In the original assessment proceeding covering the years 1948, 1949 and approximately half of 1950, the sum of \$1500.00 was included to cover attorneys fees and this amount is reflected, in part, in each of the assessments. The firm of Marsh, Marsh & Dashney, Attorneys at Law, McMinnville, Oregon, was associated with the City Attorney throughout both this procedure and the litigation, although no additional charge was made for this association and this firm was paid from the fee allowed to the City Attorney. At the present time, the City Attorney has been paid no fee for this procedure. The firm of Marsh, Marsh & Dashney has been fully paid for their assistance in connection with the assessment procedure in the amount of \$250.00 and the sum of \$127.70 has been paid to the City Attorney for additional clerical work required in the assessment. Therefore, the following shows the status of attorney fees for this procedure:

Attorney fee assessed	\$1500.00	
Paid Marsh, Marsh & Dashney		\$250.00
Paid clerical costs		127.70
Total	<u>377.70</u>	\$377.70
Balance due Herbert Swift	\$1122.30.	

No attorneys' fee has yet been paid in connection with the lawsuit brought by the various property owners. The City has expended and incurred the following costs in connection therewith:

Honorable Mayor and Council
Page 3
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Title search	\$930.00
Filing fee	6.80
Death Certificates	3.00
Death certificates	2.00
Reporter's fee	10.00
Clerical work on decree	10.00
Witness fees	185.68
Sheriff's fees for service	30.03
Paper and materials for answer	65.20
Total	<u>\$1242.71</u>

The Court allowed the sum of \$930.00 title search directly to the City, leaving a balance of \$312.71 costs advanced to be covered, together with attorneys' fees, by the allowance of $7\frac{1}{2}$ per cent of the liens in suit as allowed by the Court. The total amount of allowance by the Court for both costs and attorneys' fees is \$1992.08, and after deducting therefrom the balance of \$312.71 advanced by the City for Court costs, there is a balance of \$1679.37 left for attorneys' fees. It is the opinion of both Mr. Marsh and the City Attorney that this amount is inadequate in view of the work involved. Most of the members of the current Council and the 2 preceding Councils, as well as the present Mayor and his predecessor, are familiar with the volume of work required in this case. The statute allows and the Court confirmed interest at 6 per cent from July 10, 1950, on all liens until paid. This give the City a difference of 4 per cent between the amount it is paying Mr. Compton and the amount it is receiving. This additional fund should make it possible for the City to pay an additional attorney fee without going beyond the proceeds of the assessments. It is our opinion that a net attorney fee of \$3000.00 should be paid for this litigation. It should be borne in mind that the foregoing does not include any fee to cover the cost of resisting an appeal should one be taken by the plaintiffs.

It has come to the attention of the City Attorney that several of the plaintiffs have requested permission to bond their assessments. Before investigating the law in detail regarding this request, it will be necessary that the Council decide whether such action will be permitted. It should be borne in mind that if any of the unsuccessful plaintiffs are allowed to bond, that privilege must be available to all of them. Based on previous experience in this and other towns, it can be assumed that some of the parties, who so bond their property, will eventually default on their payments, whereupon the City will be compelled to foreclose through court procedure. At the present time, as a result of the decree of the Court, all of these liens are foreclosed and the only step necessary to sell them, is an order to the Sheriff and the publication and posting of notices. Should the City accept bonding applications under these circumstances, the current litigation will have been wasted and the City will be required to foreclose again on any properties defaulting in the future. All property owners were given an opportunity to bond in June and July, 1950, at which time they were notified that their failure to bond or pay would force the City to take steps to collect. I understand that the contractor feels that he has waited long

Honorable Mayor and Council
Page 4
October 1, 1952

enough for the balance due on the warrants and that he is paying out higher interest than he is receiving thereon. It is probable that in many cases property owners could refinance the lien at a rate of interest as low or lower than the rate of 6 per cent, which they must pay whether they bond or not. It is, therefore, my recommendation that no further bonding applications be accepted by the City.

Yours very truly,

HERBERT SWIFT
City Attorney

HS:eo

cc: Marsh, Marsh & Dashney
Attorneys at Law
First National Bank Building
McMinnville, Oregon

7-B

10/3/52

October 3, 1952

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 September, 1952:

ARRESTS

V.B.R.	6	Burglary	4
Disregard Stop Light	3	Disregard Stop Sign	3
Failure to Yield R/W to Ped.	2	No Motor Vehicle License	2
Runaway Girl	1	Disturbing the Peace	2
Excessive Muffler Noise	1	Non-Support	1
Reckless Driving	4	Defective Muffler	1
No Operator's License	2	Drunk on a Public Street	1
Allowing Person to drive without Operator's License	1	Drunk in an auto	3
Polygamy	1	Vagrancy	2
Illegal Parking	3	No Driver's License on Person	1
D.W.D.	1	Operating on Permit, no Lic.	
Written Warnings	19	Driver accompanying	1

Total arrests 65

COMPLAINTS AND INVESTIGATIONS

Disorder	2	Locate	1
Hauling logs on 5th St.	2	Family Trouble	1
Vandalism	3	Parking	4
Notice for Fire Dept.	1	Property found	2
Suspicious Persons	4	Nuisance	1
Dog	5	Lost Boy	1
Petty Larceny	4	Meters reported out of order	25
Missing persons	2	Reckless Driving	3
Dynamite found	1	Assistance	2
Prowler	2	No Good Check	1
Traffic	3	Larceny of Chickens	1
Fire	6	Lost girl found	1
Peeping Tom (Cat on fire escape)	1	Bicycle Missing	1
Contact	2	Suspicious auto	1
D. W. D.	1	Loose Animals	1
Tricycle reported stolen (found)	1	Lights out	20
Automobile Accidents investigated	5	Accident reports sent to Salem	67
Prisoners for Dundee	1	Miles traveled by Police Car 3077	
Prisoners for Sheriff's office	1	Total investigations	182
Sleepers	2		

Parking meter fines	\$93.00
P.M. Collections	689.29
Bicycle Licenses	15.00
General Fines	334.00
Total	\$1131.29

Respectfully,

Clayton J. Tomlin
Clayton J. Tomlin, Chief

7-C

10/31/52

October 31, 1952

City of Newberg

To J. C. Compton

McMinnville

County Yamhill

Work done to Finish

Section Newberg Streets

Contract No. 1952

Estimate No. Final

	Unit	Unit Prices	Total Quant.	Total Amount
Preparation of Base	Sq. Yd.	0.10	30252	\$ 3,025.20
Class "B" asphaltic Concrete on street <i>(error in reading weight slip)</i>	Per Ton	9.00	2478.5 1.5	22,306.50 13.50
Class "B" asphaltic Concrete on Lot	Per Ton	9.00	150	1,350.00

Period Covered	Final	Totals	\$26,681.70 ^{13.50}
Items	All	Total Payment	\$26,681.70
Computed by	G. W. Probasco	To be paid Contractor	\$26,681.70 ^{13.50}

G. W. Probasco

\$ 26,695.20

*Adjusted & corrected as per phone
call 10-31-52 J.C. Compton*

B.

October 31, 1952

City of Newberg

To J. C. Compton

McMinnville

County Yamhill

Work done to Finish

Section Newberg Streets

Contract No. 1952

Estimate No. Final

	Unit	Unit Prices	Total Quant.	Total Amount
Preparation of Base	Sq. Yd.	0.10	30252	\$ 3,025.20
Class "B" asphaltic Concrete on street	Per Ton	9.00	2478.5	22,306.50
Class "B" asphaltic Concrete on Lot	Per Ton	9.00	150	1,350.00
Period Covered	Final	Totals		13.50 \$26,681.70
Items	All	Total Payment		\$26,681.70
Computed by	G. W. Probasco	To be paid Contractor		\$26,681.70
				13.50 \$ 26,695.20

7-B
November 3, 1952.

11/3/52

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 October, 1952:

ARRESTS

Reckless Driving	2	Failure to Leave Name and Address at Scene of Accident	1
Driving while under Influence	1	V. B. R.	4
Disorderly conduct	2	Defective Tail Light	1
Disregarding Red Light	5	Defective Muffler	1
Drunk on Public Highway	1	No Operator's License on Person	1
No Operator's License	1	Failure to Yield R/W to Pedestrian	1
Expired Motor Vehicle License	2	Illegal Parking	2
No Tail Light	1	Disregarding Stop Sign	1
Allowing Minor to drive without Operator's license	1	Written Warnings	20
		Total Arrests	48

COMPLAINTS AND INVESTIGATIONS

Suspicious persons	9	Red Light out of order	6
Lots Keys	4	Animals (other than dogs)	3
Attempted Larceny from Auto	1	Dogs	5
Larceny of Engine	1	Larceny of Bicycle (found)	1
Disorder	2	Bicycle Missing, (not stolen)	1
Drunk in an auto	1	Person found dead	1
Child found in middle of highway Contact	1 7	Prowler	1
Dogs killing chickens	1	Suspicious car	2
Failure to receive mail	2	Overload of logs on 5th St.	2
Truancy	6	Disorderly conduct	1
Bicycles found	3	Juvenile	3
Taking property without permis- sion	1	Missing persons	4
Dog killed by auto	1	Lost children	2
Lost Property	3	Fires	5
Traffic	6	Street Dept. contacts	3
Children picking up nuts	3	Parking	1
Accidents investigated	4	Death message delivered	1
Prisoners for Dundee	2	Street lights out	25
Prisoners for State	1	Accident Reports sent to Salem	40
Sleepers	3	Miles traveled by police car	3197
Bad Checks	2	Numerous parking meters 0/0	
		Burglary . (B.&.E)	2
		Total Investigations	173
Parking Meter Fines	\$ 51.00	Parking meter Warnings	12
Parking Meter Collections	835.37	P.M. Citations issued	137
General Fines	361.00	Parking Meters repaired	About 200
Total	\$1247.37		

Respectfully,

Clayton J. Tomlin
Clayton J. Tomlin, Chief

7-8

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

11/13/52

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE COUNCIL OF THE CITY OF NEWBERG:

You are hereby notified that a special meeting of the Council of the City of Newberg will be held at the Council Chambers in the City Hall at 5:00 ^{p.m.} o'clock Pacific Standard Time on Thursday, November 13, 1952, for the purpose of considering and deciding the question of whether applications to bond and pay street assessments in installments under the Bancroft Bonding Act of the State of Oregon, will be accepted from persons affected by street assessments arising out of the 1949 street paving whether or not said persons were involved in recent litigation. The manner of giving notice of any decision of the Council will also be determined as well as the terms and conditions of acceptance of such applications by the City.

ATTEST:

Homer Foster
Mayor

Thomas Beatty
City Recorder

Due and timely notice and service of a copy of the above are admitted by the undersigned in Newberg, Oregon, Yamhill County, this 13th day of November, 1952.

Time of Service

<u>W. H. H. H.</u>	<u>12:40</u>
<u>W. H. H. H.</u>	<u>11:45</u>
<u>W. H. H. H.</u>	<u>11:50</u>
<u>W. H. H. H.</u>	<u>11:59 A</u>
<u>W. H. H. H.</u>	<u>12:00</u>
<u>W. H. H. H.</u>	<u>12:07</u>
<u>W. H. H. H.</u>	<u>1:45 P</u>

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

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE COUNCIL OF THE CITY OF NEWBERG:

You are hereby notified that a special meeting of the Council of the City of Newberg will be held at the Council Chambers in the City Hall at 5:00 o'clock p.m. Pacific Standard Time on Thursday, November 13, 1952, for the purpose of considering and deciding the question of whether applications to bond and pay street assessments in installments under the Bancroft Bonding Act of the State of Oregon, will be accepted from persons affected by street assessments arising out of the 1949 street paving whether or not said persons were involved in recent litigation. The manner of giving notice of any decision of the Council will also be determined as well as the terms and conditions of acceptance of such applications by the City.

Homer Hester
Mayor

ATTEST:

Thomas Beatty
City Recorder

Due and timely notice and service of a copy of the above are admitted by the undersigned in Newberg, Oregon, Yamhill County, this 13th day of November, 1952.

Time of Service

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be from a notebook or a standard writing sheet.

7-B

12/1/52

December 1, 1952

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 November, 1952:

ARRESTS

Drunk and Disorderly	1	No Operator's License	2
V.B.R.	7	Failure to Stop at Stop Sign	5
Disorderly conduct	1	Illegal parking	3
No Driver's License on Person	1	Larceny of an auto	2
No Motor Vehicle License	4	D. W. D.	3
Operating Vehicle with Suspended License	1	Unlawful sale of liquor	1
Reckless Driving	2	Minor in Possession of Liquor	1
		Written Warnings	13
		Total arrests	47

COMPLAINTS AND INVESTIGATIONS

B. & E.	2	Stolen plates	1
Burglary (State Police)	1	Fire	4
Bicycle found	1	Contact	5
Bicycle reported stolen	1	Drunk and Disorderly	1
Picked up in front of H.S.	1	Suspicious persons	2
Lost Property	4	Suspicious auto	4
Dog	13	Traffic	1
Disorder	2	Assistance Funeral Traffic	2
Vandalism	6	Mental Condition	1
Prowlers	2	Larceny	1
St. Lights shot out by BB guns	1	Missing Persons	2
Chicken Killing Dog	1	Family trouble	2
Meters out of order	45	Street Lights out	30
Accidents investigated	4	Prisoners for Dundee	2
Accident reports sent to Salem	41	Prisoners for State	1
Miles traveled by police car - 3464		Sleepers	2
Lost Billfold	1	Nuisance	1
		Total investigations	188

Parking Meter Fines	\$68.50
Parking Meter Collections	650.66
General Fines	387.50
Total	1106.66

Parking Meter Warnings	33
P. M. Citations issued	258
Parking meters repaired	120
Parking meters replaced	25

Respectfully,

Clayton J. Romlin
Clayton J. Romlin, Chief

7-7

12/18/52

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 in 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:

and floors,
Contractor to prepare sand, 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 ~~and steps 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. ~~and the following described steps leading from and to said main floor, to-wit:~~

~~The steps down to the front door only~~

Bidders to furnish separate bid 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 Beatty
Recorder of the City of Newberg

First Publication: December 4, 1952

Last Publication: December 18, 1952.

7-M

12-19-52

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

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE COUNCIL OF THE CITY OF NEWBERG:

You are hereby notified that a special meeting of the Council of the City of Newberg will be held at the Council Chambers in the City Hall at 5:00 o'clock p.m. Pacific Standard Time on Friday, December 19, 1952, for the purpose of considering and acting upon the erection and construction of an addition to the City Hall Building of the City of Newberg, Oregon, for the use of the fire department of said City. and also considering and acting upon a new contract to furnish fire protection to the Rural Fire District.

ATTEST:

Thomas Beatty
City Recorder

Thomas Wester
Mayor

Due and timely notice and service of a copy of the above are admitted by the undersigned in Newberg, Oregon, Yamhill County, this 19th day of December, 1952.

Time of Service

<u>Ronald Buckley</u>	<u>12:40</u>
<u>L. J. Wandyke</u>	<u>12:50</u>
<u>Ed Yack</u> (can't be present)	<u>1:01 P.M.</u>
<u>James Hattenhouse</u>	<u>1:05 P.M.</u>
<u>Harry Beatty</u>	<u>1:07 P.M.</u>
<u>W. W. Allen</u>	<u>2:45 P.M.</u>
<u>E. B. Simpson</u>	<u>3:50 P.M.</u>
<u>A. F. Stohlgemuth</u>	<u>2:40 P.M.</u>

9-B 11
Bills For Nov mber 1953

Associated Oil Company	222.13
The Book Store	7.87
Mrs. June Barrow	45.00
Binfords & Mort	5.06
City Tire Service	4.50
City of Oregon City	.70
Coast To Coast Stores	4.83
Crance Direct Mail Service	12.00
Consolidated Supply Co.	166.36
R. E. Drews	5.00
Zimri Ellias	30.00
Ray Grinshaw	166.99
Harriman Heating & Sheet Metal	13.65
Home Appliance & Paint Co.	3.00
Howard Cooper Corporation	300.00
Johnson & Hedman	130.60
St. Tax Road Fund	

Miller Meters, Inc.	27.23
Model Laundry	7.77
Newberg Police Reserve	70.00
Nudelman Brothers	98.39
Newberg Lumber Yard	4.55
Newberg Heating Oil Co.	15.60
Nickells Automotive	43.20
Neptune Meter Co.	90.31
Oregon News Company	43.98
Pacific Stationery	11.90
Portland General Electric	873.85
Pennsylvania Salt Co.	15.38

Martin Redding	1298.11
Tracey & Company	8.52
Tilse Pontiac, Inc.	21.15
Silas Wallace	10.00
Wallaces	2.94
Valley Petroleum	89.22
West Coast Telephone Co.	75.65
Petty Cash	25.02

3954.76

9-C

1952

"EXHIBIT A"
PLANS AND SPECIFICATIONS
CITY OF NEWBERG STREET AND PARKING
LOT RESURFACING, 1952

. . .

DEFINITION OF TERMS

Whenever the words "Standard Specifications" are used herein, they shall be construed to mean Oregon State Highway specifications.

DESCRIPTION OF WORK

The work, including labor and material for which bids are to be received and the work to be done under the contract, if awarded, consist of the following work in the City streets and on the City Parking Lot in the City of Newberg, County of Yamhill, State of Oregon.

1. Prepare 28,100 sq. yds. of base for resurfacing pavement.
2. Place 2500 tons asphaltic concrete pavement on streets.
3. Place 150 tons asphaltic concrete pavement on parking lot.

Above quantities estimated only.

LOCATION OF WORK TO BE DONE

<u>Street</u>	<u>From</u>	<u>To</u>
Main	South property line of First Street	North property line of Fifth Street
Washington	South property line of First Street	North property line of Third Street
Washington	North property line of First Street	South property line of Hancock Street
Howard	South property line of First Street	North property line of Third Street
School	North property line of First Street	South property line of Sheridan Street
College	South property line of Fifth Street	North property line of Sixth Street
Edwards	South property line of First Street-	North property line of Third Street
Edwards	North property line of First Street	South property line of Sheridan Street
Meridian	North property line of First Street	South property line of Sherman Street
Meridian	South property line of First Street	North property line of Second Street

Second	East property line of Howard Street	West property line of College Street
Center	North property line of First Street	North property line of Hancock Street
Sheridan	West property line of Meridian Street	West property line of School Street
Hancock	East property line of Meridian Street	West property line of Center Street
Second	East property line of Main Street	West property line of Washington Street
Third	East property line of Main Street	West property line of Blaine Street

City Parking Lot, 114 feet by 100 feet situated between College and Howard Streets and extending from the North side of Second Street to the alley.

Location of work is also shown on the map attached hereto.

PREPARATION OF BASE

WORK TO BE DONE:

Under this specification, the contractor shall clean the existing pavement in accordance with the standard specifications for asphaltic concrete pavement as given in Section 30-9 of said standard specifications form except as that form is supplemented by the provisions which follow.

ASPHALT PRIME:

Under this specification, the contractor shall, after the surface or base has been made clean and free of all dust, dirt or other objectionable materials, apply emulsified asphalt at the rate of 0.20 gallons per square yard, to be covered with a spread of finely crushed rock or sand at the rate of 0.001 cubic yard per square yard.

The cover material shall be broomed or by other suitable means made to cover the entire surface in a uniform manner.

REMOVAL OF COVER MATERIAL:

Previous to the construction of the asphaltic concrete surfacing all excess sand or loose material shall be removed from the surface to the satisfaction of the Superintendent of Public Works.

MEASUREMENT AND PAYMENT:

Payment for the preparation of base constructed as specified above, will be made at the price bid per square yard for "Preparation of Base", which price shall be understood to include and cover all labor, materials,

supplies, equipment and all other expenses and work involved in the construction of the "Preparation of Base" as specified.

ASPHALTIC CONCRETE PAVEMENT OF
STREETS AND PARKING LOT

STANDARD SPECIFICATIONS TO APPLY:

The asphaltic concrete shall be furnished, placed, and paid for in accordance with the standard specifications for "Asphaltic Concrete Pavement", given in Section 30 of the standard specifications form of the Oregon State Highway Department except as that specification is supplemented and qualified by the provisions which follow.

LINES, GRADES, AND CROSS SECTIONS:

The lines, grades and cross sections to which the asphaltic concrete is to be constructed are as shown by the plans attached hereto.

CLASS OF ASPHALTIC CONCRETE TO BE USED:

The asphaltic concrete shall be class "B" according to standard specifications.

MEASUREMENT AND PAYMENT:

The basis of measurement and payment shall be as stated in the standard specifications.

PRE-QUALIFICATION

All bidders shall furnish to the City of Newberg, evidence of pre-qualification with the Oregon State Highway Commission for 1952.

ESTIMATION OF QUANTITIES

The quantities given in these plans and specifications are approximate is only, and it is neither expressly nor by implication represented or agreed that the actual amount of work to be done and paid for will correspond therewith.

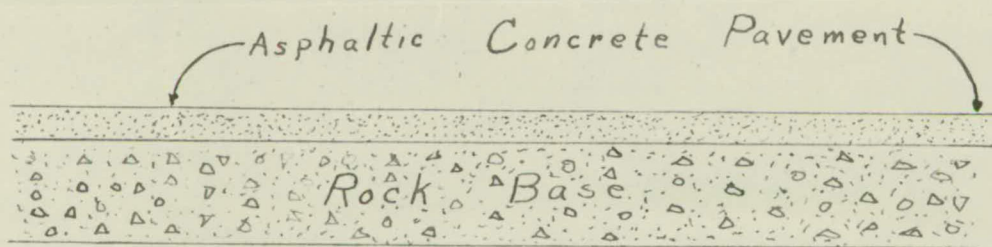
FORM OF BID

- | | | |
|--|-------------------------|------------------|
| 1. Preparation of base | | |
| for | <u>Ten cents</u> | per square yard. |
| 2. Class "B" asphaltic concrete on streets | | |
| for | <u>Nine Dollars Ton</u> | per ton. |
| 3. Class "B" asphaltic concrete on parking lot | | |
| for | <u>Nine Dollars Ton</u> | per ton. |

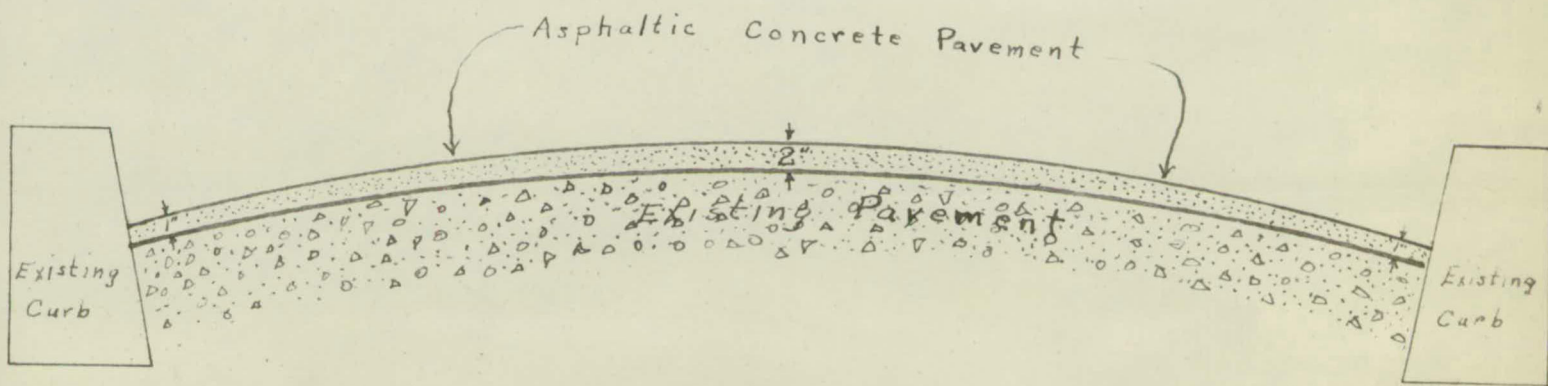
J. C. Compton Co
J. C. Compton

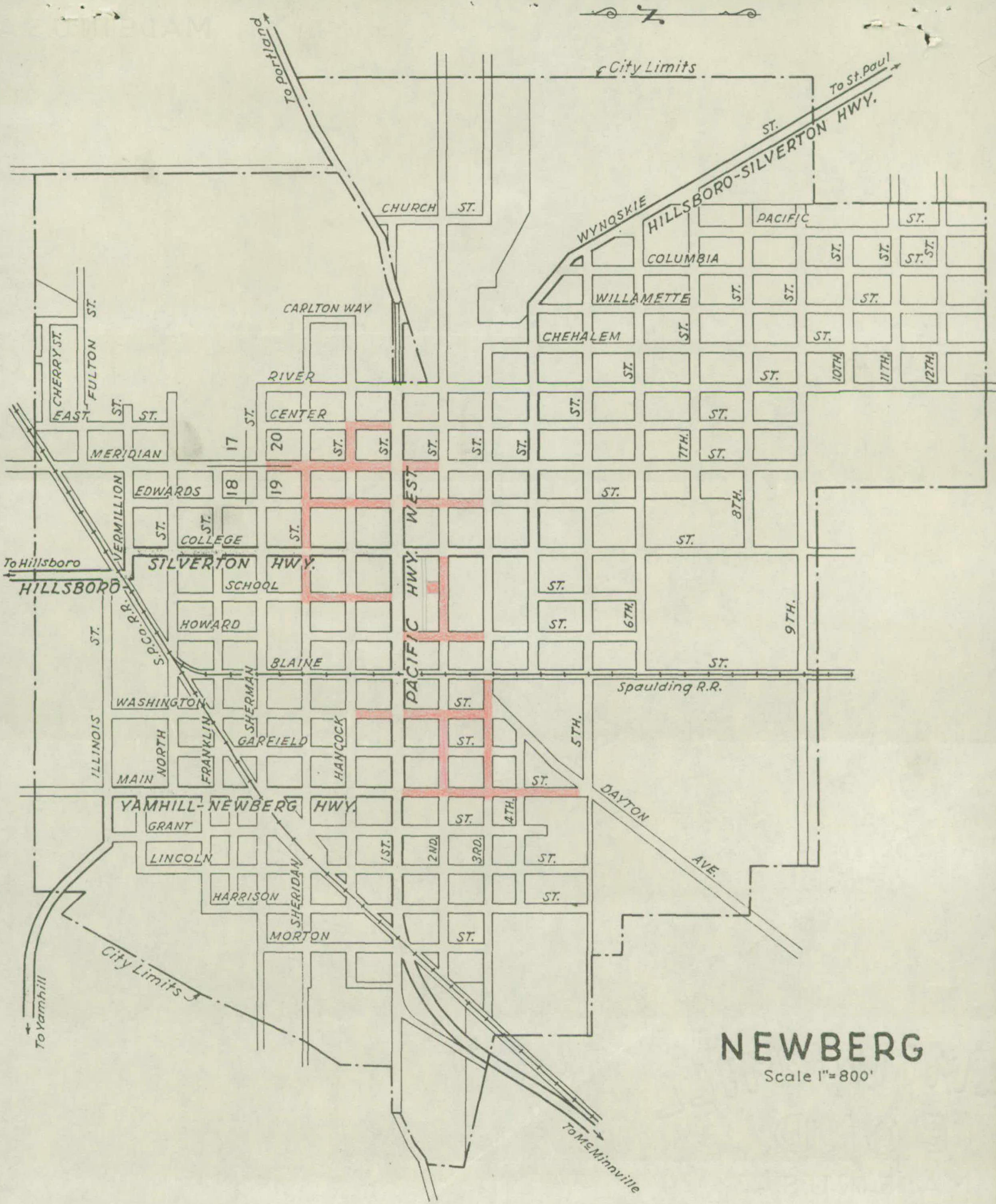
WELLER PROBASCO
Superintendent of Public Works of the
City of Newberg, Oregon

Typical Sections



Parking Lot.





NEWBERG

Scale 1"=800'

Bills for January 1952

Andrew Corporation	104.62
Bobs Auto Company	610-70
The Book Store	3.15
Butler Chevrolet Company	6.00
Consolidated Supply Co.	94.08
Chehalem Valley News	22.05
Coast To Coast Stores	.80
Crabtree Sand & Gravel Co.	1131.75
Crane Direct Mail Service	24.00
Drews Jewelry	7.50
Denver Young, Sheriff, Marion County	4.93
Dougs Chevron Station	2.50
Millers	9.95
Duncan Parking Meter Corporation	359.46
Easterday Janitor Supply Co.	14.10
Ferguson Rexall Drugs	.86
Gibbs Electric Co.	23.19
Gaylord Brothers Inc.	15.60
Graybar Electric Co. Inc.	48.19
Howard Cooper Corporation	131.85
Halls Tin Shop	.70
Harper Jamison	17.92
C. J. Hansen Col	35.10
Heaters Repair Shop	29.94
Home Appliance & Paint Co.	12.89
Inloes Motors	.81
Johnson & Hedman	2.07
Motorola, Inc.	589.90
McCready Lumber Co.	58.07
" " " " " Sewer Bond	25.20
Neptune Meter Co.	58.19
Newberg Fire Department	300.00
Newberg Auto Freight	8.12
Newberg Graphic	131.65
Nudelman Brothers	8.00
Newberg Heating Oil Co.	10.65
Nickells Automotive	20.48
The Oregon News Co.	23.07
Oregon Textile Mills	48.75
Portland Gas & Coke Co.	21.08
Portland General Electric Co.	762.28
Renne Hardware Company	1.48
Shell Oil Company	132.87
Stage Depot	43.03
Mrs. Anna Schaad	8.75
Scott & Rementeria	1.00
Sandager Shell Service	7.55
Herbert Swift	5.00
Smiths Gun Shop	4.00
Tilse Pontiac Inc.	22.41
Utilities Supply Co.	23.43
Valley Petroleum Co.	334.66
West Coast Telephone Co.	66.60
H. W. Wilson Co.	12.00
Western Golf Course Supply Co.	208.57
Waterworks Supplies Co.	4.00
Wallace & Son	2.16
Petty Cash	18.88

 5,676.54

98
Newberg, Oregon
Jan. 3, 1952 1/3/52

I wish to submit the following bid to the City Council of Newberg for resurfacing the various offices and halls of The City Hall of Newberg, at First and Howard Streets

Sand all floars, including the ones covered with masonite, if they are in condition to sand.

Install 15 pound deading felt and grade "C" Armstrong Asphalt Tile.

The rooms to be covered in the following manner:

City Recorder's office and the office adjoining.

Both offices occupied by Raphael L. Cooke, Attorney at Law.

Toilet and police photo lab and also the hallways; except the entrance stairs.

This will be done for the sum of \$445.50

The Council Chamber room resurfaced with the same Material as started above for the amount of \$219.85

This job can be started on or before Jan. 12, 1953 and completed by Jan. 24, 1953.

Please consider me for this job.

Walter Weissert
Walter Weissert

9-9

1/24/52

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

January 24, 1952

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

City of Newberg
Newberg, Oregon

Gentlemen:

Reference is made to your invitation for bids to be opened at 7:30 P.M., February 4, 1952, covering your requirements of Gasoline for the ensuing period.

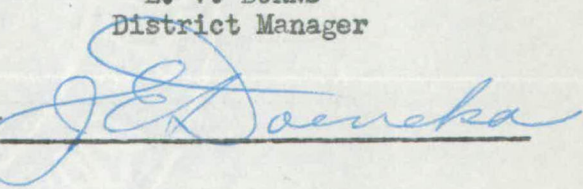
We regret that after carefully considering our stock position and ability to supply your requirements, we find that we are unable to submit a proposal.

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 

JED:sjk

UNION OIL COMPANY OF CALIFORNIA
PRODUCTS CONTRACT

THIS CONTRACT, made January 29th, 1952, between UNION OIL COMPANY OF CALIFORNIA, hereinafter called UNION, and CITY OF NEWBERG, hereinafter called BUYER;

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 1st, 1952, and ending January 31st, 1953,

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
76 and/or 7600 Gasoline	gallons	7,500	10,000

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 method of delivery. quantity delivered by tank wagon, less a discount of \$.01 per gallon.

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

Minimum delivery 400 gallons
7600 Gasoline \$.229 per gallon
76 Gasoline \$.204 per gallon
(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 gallon minimum, add the following differentials to the 400 gallon price:

SPOT DELIVERY

ADD

40 to 199 gallons

\$.01 per gallon

200 to 399 gallons

\$.005 per gallon

UNION OIL COMPANY OF CALIFORNIA PRODUCTS CONTRACT

THIS CONTRACT, made **January 29th**, 195 **2**, 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 1st**, 195 **2**, and ending **January 31st**, 195 **3**,

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
76 and/or 7600 Gasoline	gallons	7,500	10,000

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 \$.01 per gallon.

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

Minimum delivery 400 gallons
7600 Gasoline \$.229 per gallon
76 Gasoline \$.204 per gallon
(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
at Union's option

transport truck or tank truck,

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 gallon minimum, add the following differentials to the 400 gallon price:

SPOT DELIVERY

ADD

40 to 199 gallons

\$.01 per gallon

200 to 399 gallons

\$.005 per gallon

**UNION OIL COMPANY OF CALIFORNIA
PRODUCTS CONTRACT**

THIS CONTRACT, made **January 29th**, 195 **2**, 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 1st**, 195 **2**, and ending **January 31st**, 195 **3**,

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
76 and/or 7600 Gasoline	gallons	7,500	10,000

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 \$.01 per gallon.**

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

Minimum delivery 400 gallons
7600 Gasoline \$.229 per gallon
76 Gasoline \$.204 per gallon
(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
at Union's option

transport truck or tank truck,

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 gallon minimum, add the following differentials to the 400 gallon price:

SPOT DELIVERY

ADD

40 to 199 gallons

\$.01 per gallon

200 to 399 gallons

\$.005 per gallon

9-9

1/31/52

SIGNAL OIL COMPANY

GENERAL OFFICES, 811 WEST SEVENTH STREET

BOX 5840 METROPOLITAN STATION

LOS ANGELES 55, CALIFORNIA

January 31, 1952

GASOLINE BID
OPENS 2/4/52

City of Newberg
City Hall
Newberg, Oregon

Attention: Thomas Beaty, City Recorder

Gentlemen:

This refers to your invitation to bid on your petroleum product requirements for the ensuing period.

We regret that we are not in a position to submit a bid in this instance, but we appreciate your sending this invitation and trust that you will continue to so favor us when your future invitations are mailed.

Yours very truly,

SIGNAL OIL COMPANY

By R. B. Jensen
Contract Agent *RAH*

Bills for February 1952

Anderson Hardware	9.88
Associated Oil Company	115.35
Butler Chevrolet Co.	10.80
Clark Cabinet Shop	8.40
Crabtree Sand & Gravel	ST. TAX ROAD 640.50
Christie Shell Station	21.40
Consolidated Supply Co.	29.51
Daily Journal of Commerce	10.40
Drews Jewelry	9.00
Duncan Meter Company	342.31
The Fideler Company	9.76
Gibbs Electric Company	.92
Heaters Repair Shop	58.65
Home Appliance & Paint Co.	2.02
Howard Cooper Corp	164.86
Johnson & Hedman	38.45
Miller Meters, Inc.	49.58
W.J. McCready Lumber Co.	99.97
Newberg Heating Oil Co.	9.00
Nickells Automotive	16.91
Newberg Lumber Yard	6.53
Newberg Graphic	Water Bond 16.53
" "	71.55
Nudelman Brothers	3.15
Neptune Meter Co.	146.62
Newberg Auto Freight	1.38
Oregon Textile Mills	4.75
Oregon News Co.	43.17
J. C. Penney Co.	15.96
Portland Gas & Coke Co.	16.70
Pennsylvania Salt Co.	15.00
Portland General Electric Co.	914.52
Pry Western States	12.60
Renne Hardware Company	2.05
Henry Rosen	12.00
Shell Oil Company	171.44
Sandager Shell Service	6.20
Scott & Rementeria	3.81
Union Oil Company	110.67
West Coast Telephone Co.	64.20
Western Fence & Wire	36.00
Petty Cash	7.45
	3329.95

CONTRACT FOR GOVERNMENTAL AGENCIES

This contract made the 1st day of February, 1952, between

TIDE WATER ASSOCIATED OIL COMPANY, a Delaware corporation, hereinafter called "Seller" and

CITY OF NEWBERG

hereinafter called "Buyer."

Name and Address

WITNESSETH:

1. **TERM AND QUANTITY:** Seller shall sell and deliver to Buyer and Buyer shall purchase and take from Seller, into Buyer's bulk storage facilities at Newberg, Oregon or at other points to which Seller regularly makes truck deliveries, 100 % of Buyer's requirements of gasolines for consumption and not for resale, during the period from the 13th day of February, 1952 to the 12th day of February, 1953. Seller shall have the right at its option to terminate this contract without notice if Buyer resells or offers for resale any of said gasoline or breaches any of the provisions hereof or during any thirty (30) day period hereof purchases hereunder less than one hundred (100) gallons of gasoline. Seller shall not be obligated, except at its option, to sell or deliver hereunder during any calendar month gasoline in excess of 2000 gallons.

2. **PRODUCTS:** The products covered by this contract are Associated Flying "A" Gasoline and Flying "A" Ethyl Gasoline, provided, however, that Seller may at any time discontinue the marketing of any brand or grade of gasoline, either generally or in Buyer's territory, in which event Seller and Buyer shall be released from all obligations hereunder relating to the purchase and sale of such brand or grade of gasoline, but no other.

3. **PRICES:** Buyer agrees to pay Seller for all deliveries hereunder, the base price, inclusive of \$06 per gallon State Motor Vehicle Fuel Tax but exclusive of Federal Excise Tax, posted by Seller at time for place, quantity and method of delivery, less the following discounts:

\$01 per gallon for Flying "A" Gasoline.

\$01 per gallon for Flying "A" Ethyl

For information only, Seller's prices to Buyer on this basis, as of date hereof, for truck deliveries of 400 gallons or more at Newberg, are:

Gasoline	Posted Price	Buyer's Price
Flying "A"	\$ <u>214</u>	\$ <u>204</u> per gallon*
Flying "A" Ethyl	\$ <u>234</u>	\$ <u>224</u> per gallon*

*Add \$.005 per gallon deliveries of 200 to 399 gallons.

Add \$.01 per gallon deliveries of 40 to 199 gallons.

For truck and trailer deliveries of above products, into Buyer's storage, an additional discount of \$--- per gallon will be allowed.

4. **TAXES:** Any tax or any increase in tax, levied by governmental authority, now or hereafter in effect, except as specifically included in the prices specified herein, and in any manner affecting sale or delivery hereunder, shall be added to each of the prices specified herein and shall be paid by Buyer.

5. **DELIVERIES:** All products shall be delivered with reasonable promptness on Buyer's orders and Seller shall make deliveries in its usual manner. Seller shall make deliveries during business hours only and not on Sundays or holidays, except at Seller's option. Deliveries shall be made in fairly equal quantities and Seller reserves the right to refuse deliveries in abnormal quantities or in quantities in excess of Buyer's usual requirements. No deliveries shall be made into fuel tanks of automotive equipment or in quantities of less than 40 gallons. The quantity of each delivery of gasoline hereunder shall be determined at the time of delivery by volumetric measurement of the containers from or into which delivery is made or by meter attached to the delivery equipment, at Seller's option. Said quantity shall be shown on delivery ticket issued by Seller covering such delivery, and shall be accepted as final by both parties.

6. **THE CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS CONTRACT.**

City of Newberg

Buyer

By Thomas Beatty, Recorder

Title

Witness:

Joel Jackson

TIDE WATER ASSOCIATED OIL COMPANY

By E. E. Henry
Manager-Wholesale Sales

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 drum charge.

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.

9-P

2/7/52

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 _____

"EXHIBIT A"

NOTICE TO BIDDERS

Sealed proposals for furnishing and installing a deep well submersible pump will be received until 7:30 P.M., March 3, 1952. Proposals shall be addressed to the City of Newberg and mailed or delivered to the City Recorder.

The equipment to be bid and installed consists of submersible pump, motor, starting gear and cable to be installed in a well alongside of the State Highway about two miles south of Newberg. The site is accessible by truck.

All proposals shall be on regular forms furnished by the City or its Consulting Engineers, Carl E. Green and Associates, 510 Henry Building, Portland 4, Oregon.

A certified or cashier's check in the amount of five per cent (5%) of the total bid shall accompany the proposal. Should the successful bidder fail to enter into a contract within ten days after notice of award, the City will retain the check.

Specifications, proposal and form of contract for said equipment may be obtained by bona fide bidders free of charge at the office of the City Recorder, City Hall, Newberg, Oregon, or at said office of Carl E. Green & Associates. Proposals will be opened and considered by the Common Council of the City of Newberg at a regular meeting to be held at and after 7:30 o'clock P.M., March 3, 1952, at the Council Chambers in the City Hall, Newberg, Oregon.

The City reserves the right to reject any or all bids and to accept the proposal deemed in the best interest of the City considering bid prices, experience of bidder, equipment, and time required to furnish and install the equipment.

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

THOMAS BEATY, Recorder of the City of Newberg.

Published February 7, 1952. 711B-1t

Notice to Bidders

a printed copy of which is hereto annexed and marked "Exhibit A," was published

in the entire issue of said newspaper for one ~~successive and consecutive~~ days in the following issues: February 7, 1952.

Subscribed and sworn to before me this 7th day of February, 195 2

Notary Public for Oregon.

(My Commission expires December 4, 1953.)

8-8

CITY OF NEWBERG

2/29/52

NEWBERG, OREGON

February 29, 1952

TO THE HONORABLE MAYOR AND COUNCIL OF THE
CITY OF NEWBERG, OREGON

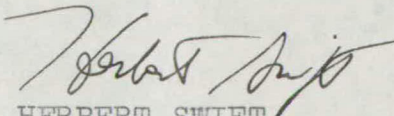
Gentlemen:

At the time of the February Council meeting you referred to me the question of providing for city employees certain reductions in the cost of water supplied to them by the City of Newberg.

Charter
Under the provisions of Chapter III, Section 13, the Council is authorized to set the amount of compensation payable for each officer and employee. This is subject to certain qualifications regarding councilmen not relevant to this question. The general rule set up in Volume 2, McQuillin, on Municipal Corporations, Second Edition Revised, Section 535, Page 304 and 5, is that salaries should be fixed by ordinance and not by resolution. At the present time all compensation payable to city officers and employees is set by ordinance No. 898 as amended.

In my opinion, such a reduction would amount to an increase in the compensation of the officers and employees involved and, therefore, would require an ordinance amending ordinance No. 898. It would probably require reporting for income tax, withholding and social security purposes.

Yours very truly,


HERBERT SWIFT
City Attorney

HS:eo

9-13

Bills for March 1952

3/52

Abbey Mill & Lumber Co.	26.00
Associated Oil Company	234.28
Anderson Hardware Co.	20.40
The Book Store	1.10
Bobs Auto Company	2.81
Columbia Equipment Company	Sp. Road Fund 1596.20
Crane Direct Mail Service	12.00
Clary Multiplier Corporation	16.80
Clark Cabinet Shop	9.15
Crabtree Sand & Gravel	St. Tax Road Fund 1159.50
Department of Agriculture	3.00
Dougs Chevron Station	3.15
Duncan Parking Meter Corporation	348.69
East Side Motorcycle Co.	5.67
Gainers Cash Grocery	4.00
Russel Gainer	20.00
General Electric Company	2738.26
Garbage Disposal Committee	20.00
Harry's Glass & Body Shop	2.70
Heaters Repair Shop	112.51
Johnson & Hedman	23.40
Kilham Stationery & Printing	16.06
W. J. McCready Lumber Co.	102.62
Nickells Automotive	34.83
Newberg Auto Parts	3.00
Nudelman Brothers	42.20
Nicholls Radio	8.75
Newberg Drug	1.70
Newberg Graphic	1.80
Newberg Heating Oil Co.	11.25
Oregon Textile Mills	147.25
The Oregon News Company	61.66
Andy Peterson	St. Tax Road Fund 35.41
Portland Gas & Coke Co.	15.47
Portland General Electric Co.	638.88
Police & Sheriffs Association	3.00
Portland Concrete Pipe & Prod.	120.64
Packer Scott Company	2.22
Martin Redding	234.50
Riley Studio	5.60
Sandager Shell Service	2.80
F. J. Sirchie	23.46
H. C. Spaulding	10.00
Clayton J. Tomlin	(Radio Installation) 85.00
Union Oil Company	172.92
Van Veen Nursery	30.00
Valley Petroleum Company	4.88
Wallaces Variety	20.10
West Coast Telephone Co.	56.50
O. B. Westfall	3.00
Petty Cash	9.64

8264.75



Pump Pipe & Power Co.

PUMP SALES, SERVICE & RENTAL
IRRIGATION & DOMESTIC SYSTEMS
CARLON PLASTIC PIPE
GASOLINE & ELECTRIC MOTORS

MAILING ADDRESS:
P. O. BOX 7762
PORTLAND 12, OREGON

GENERAL OFFICE AND PLANT
265 NORTH HANCOCK STREET
TELEPHONE GARfield 1263

IF YOU CAN POUR IT, WE CAN PUMP IT!

March 3, 1952

The Mayor and City Council
Newberg, Oregon

Gentlemen:

We are very pleased to submit our quotation for supplying and installing a deep well submersible turbine pump, motor and controls. We will furnish

- 1 - #2 CKH-2 stage Submersible Bowl Assembly
- 1 - 40 HP, 10" Type "H", 1750 RPM, 3 phase, 440 volt, 60 cycle, standard submersible motor
- 70'- 8" standard column (random lengths)
- 1 - 8" standard well-seal type surface plate assembly for 12" well casing
- 210'- #3 standard submersible power cable complete
- 1 - Base length #3 cable - includes motor terminal box, pot head, and sufficient cable to pass pump element and connect to motor starter set within 10' of well
- 1 - Depth gauge and air line complete
- 1 - Outdoor pumping panel 440v.

Installed in the well on base constructed by others. . . \$ 5,248.60

Our installation consists of setting the pump, welding the well seal plate to the well casing, installing well seal, running cable over to poles approximately 150 feet from well in ditch excavated by others. We will set the outdoor pump panel and connect armored cable to the panel. It is our understanding that the city will construct concrete base, excavate the ditch for cable, and furnish and install check valves and gate valves as needed.

Byron Jackson Company have been manufacturing submersible pumps since 1928 and introduced the first deep well turbine in 1901. During their years of experience they have developed a positive pump mercury seal to seal the water from the electric motor.

The well seal that we are furnishing is state approved and is positive sealing against any surface water contaminating the well. This is not to be confused with the regular surface elbow and flange that is often furnished.

The pump panel is an outdoor weatherproof type and includes the reduced voltage automatic starter, fused entrance switch, handoff automatic, and start and stop button. In figuring the overall efficiency we took into consideration the electric cable from the switch to the well in addition to the cable in the well.

We are enclosing a descriptive bulletin showing the general construction of the submersible unit. The City of Newberg is no doubt familiar with this as they now have 40 HP unit installed and operating. The 40 HP motor that we are supplying is interchangeable with the 40 HP on your present unit.

We appreciate the opportunity of quoting and trust that you will find the above along with the enclosures to be satisfactory and complete.

Very truly yours,

PUMP, PIPE & POWER CO.

O B Winkle
O. B. Winkle, Manager

obw/g

FEB 9 - 1952

CITY OF NEWBERG, OREGON

SPECIFICATIONS & PROPOSAL FOR FURNISHING AND INSTALLING
DEEP WELL PUMPING EQUIPMENT FOR WELL #2

January 1952

City Officials

Dr. Homer Hester, Mayor

Thomas Beaty, Recorder

G. Weller Probasco, Supt. of
Utilities

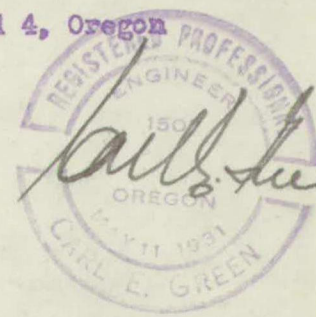
Consulting Engineers

Carl E. Green & Associates

510 Henry Building

Portland 4, Oregon

AR 2770



NOTICE TO BIDDERS

Sealed proposals for furnishing and installing a deep well submersible pump will be received until 7:30 P.M., ~~February 4~~, ^{March 3}, 1952. Proposals shall be addressed to the City of Newberg and mailed or delivered to the City Recorder.

The equipment to be bid and installed consists of submersible pump, motor, starting gear and cable to be installed in a well alongside of the State Highway about two miles south of Newberg. The site is accessible by truck.

All proposals shall be on regular forms furnished by the City or its Consulting Engineers, Carl E. Green and Associates, 510 Henry Building, Portland 4, Oregon.

A certified or cashier's check in the amount of five percent (5%) of the total bid shall accompany the proposal. Should the successful bidder fail to enter into a contract within ten days after notice of award, the City will retain the check.

Specifications, proposal and form of contract for said equipment may be obtained by bona fide bidders free of charge at the office of the City Recorder, City Hall, Newberg, Oregon, or at said office of Carl E. Green & Associates. Proposals will be opened and considered by the Common Council of the City of Newberg at a regular meeting to be held at and after 7:30 o'clock P.M. ~~February 4~~, ^{March 3}, 1952, at the Council Chambers in the City Hall, Newberg, Oregon.

The City reserves the right to reject any or all bids and to accept the proposal deemed in the best interest of the City considering bid prices, experience of bidder, equipment, and time required to furnish and install the equipment.

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

THOMAS BEATY
Recorder of the City of Newberg

EQUIPMENT SPECIFICATIONS

1. Operating Conditions

The equipment herein specified shall be installed in a 12" cased well having a total depth of 90 feet and with perforations from the 65 foot to 85 foot levels. It is anticipated that the static level in the well during pumping periods will vary from about 30 to 40 feet below ground level and the draw down at the specified pumping rate should not exceed six feet. The well will be subject to flooding by the Willamette River during extreme high water. The starting equipment will be mounted on power poles along with a transformer at an elevation about 15 feet above ground level and about 150 feet distant from the well.

The pump is to deliver water by means of an 8" connection to a 12" steel pipe line which crosses the Willamette River bridge north of the well.

The equipment furnished shall have a capacity in the order of 750 gallons per minute against a total dynamic head of about 125 feet including head losses in pump and 8" riser pipe.

2. Pump

The pump shall be of the deep well turbine, vertical, multi-stage type direct connected to a submersible motor. The entire assembly shall be designed and constructed so as to operate satisfactorily with the entire unit suspended in the well below water level. The inlet strainer shall be located under the lowest stage bowl and above the motor.

The pump shaft bearings shall be of the water lubricated type and the motor bearings shall be oil lubricated within a water proof, sealed assembly.

3. Pipe Column

The pipe column supporting the pump and motor assembly shall be not less than 8" in diameter and of standard weight steel pipe. The top of the 8" discharge pipe shall be fitted with a flanged cover plate which may be bolted tightly on the well. The cover plate assembly shall be fitted with an 8" flanged steel or cast iron discharge elbow for installation in a concrete pit below ground level.

The length of column shall be such that the center line of the strainer inlet shall be located about 75 feet below the top of well casing.

4. Pump Bowls & Shaft

The pump bowls shall be of close grained, high quality, dense cast iron. Pump impellers shall be of all bronze construction, carefully machined. The pump shaft shall be of ground and polished extra heavy stainless or rustless steel.

5. Motor

The motor shall be forty horse power, 440 volt, three phase unit entirely enclosed and sealed in a steel assembly so as to prevent the entry of any water to the motor unit, and shall be manufactured by a concern having extensive experience with the fabrication of motors of this type.

6. Depth Gauge

A water level depth gauge shall be installed with the equipment. The air line into the well shall extend to a point approximately seventy feet (70') below the top of the well. The pipe or tubing so installed shall be fitted with a brass or copper tag in the concrete valve pit indicating the exact length of pipe or tubing in the well. The bidder shall also furnish all required fittings; air valve connections; an

accurate, first quality depth gauge having face not less than 3" in diameter and calibrated in feet of water; and hand air pump.

7. Operating Speed

The bidders shall clearly indicate the speed at which the motor and pumping unit are designed to operate, and whether or not the unit bid may meet the required conditions by operation at different speeds.

8. Starting Equipment and Switching Gear

The starter shall conform to the design, construction and performance requirements of the N.E.M.A. and shall be totally enclosed within a weather proof sheet metal case. The starter shall have a rating equal to or in excess of the pump motor and shall provide thermal overload protection. Heater elements or relays shall be of the manually reset type. A magnetic, reduced voltage starting compensator shall be provided.

The starting equipment shall permit either manual or automatic operation. A selector switch of the "Manual-off-Automatic" type shall be included, as well as a start-stop push button station for manual operation.

A fused disconnect switch of the three pole, enclosed type built for quick make and break shall also be included with the starting equipment. A separate pole shall be provided for each ungrounded conductor in the starting equipment. Overload and undervoltage protection shall also be included. All of the foregoing equipment shall be designed for use with 440 volt, 3 phase, 60 cycle A.C.

9. Power Cable

Power cable supplied with the equipment shall be especially

designed and constructed for underwater service and shall be of sufficient length to run to starting gear to be installed about 15 feet above ground level and about 150 feet distant from the well horizontally. Cable shall be rated in accordance with the National Electric Code of the National Board of Fire Underwriters.

10. Automatic Control

The equipment herein specified will initially be operated manually but later will be remotely controlled from a proposed water treatment plant to be constructed on the north side of the Willamette River. Such equipment will be automatic and will control relays to be provided with the starting gear at the well site. The City will furnish and install the automatic remote control equipment at a later date, but the starting equipment furnished shall be so designed and built as to operate satisfactorily under the described conditions.

Warning - Pals - Base for Switches

11. Installation

The Bidder shall deliver the pumping equipment to the well site and install it complete exclusive of concrete pit to house gate valve, check valve, water level gauge, etc. The City will construct the necessary concrete enclosure, but the equipment, top plate, and discharge elbow shall be furnished and installed by the Bidder. Installation of 8" check valve, 8" gate valve and connections to the pipe line from the well will be made by the City.

12. Performance Curves, Cuts, Catalogs

Bidders shall submit with bids complete descriptive data, cuts, catalogs, performance curves showing head-capacity, horse power and efficiency throughout the entire operating range of the equipment

bid. Data furnished shall clearly and accurately show the type of construction, materials, and design of all of the equipment.

13. Guarantee & Tests

Proposals shall include statements of efficiencies of both the pump and the motor, and the overall water to water efficiency will be determined by actual field tests. The Bidder shall state the KWH of power consumption per 1000 gallons of water pumped against the head specified. The complete unit in place shall be guaranteed by the bidder to show not less than the product of the pump and motor efficiencies, and acceptance and payment for the equipment shall be contingent upon the results of such test made under actual working conditions after the pump has been installed and in operation.

The total head shall be computed from the difference in level between the point of discharge and the level in the well during pumping operations plus an allowance for friction losses in the valves, fittings and pipe line from the pump discharge to the point of delivery of water, as determined by the Consulting Engineer.

The test shall be jointly conducted by a representative of the Bidder or manufacturer of the equipment and the Engineers. In addition to the efficiency test, a continuous run of not less than 24 hours shall be used to check lubrication, etc.

14. Experience In Manufacture and Use

The manufacturer of submersible pump and motor bid shall have a record of successful manufacture and performance of the unit bid.

15. Delivery and Payment

Bidders shall state time of delivery of equipment and the successful bidder shall furnish drawings of cover plate, discharge elbow, setting of air line equipment, etc. well in advance of contemplated delivery

in order that the concrete structure may be ready for the installation.

Payment for the equipment will be made by the City from cash funds after installation, successful operation and acceptance.

PROPOSAL

To the Mayor and City Council
Newberg, Oregon

Gentlemen:

We, the undersigned, propose to furnish, deliver and install
for the City of Newberg, Oregon, the following electric motor driven
deep well turbine pump, together with all starting equipment and
accessories in conformance with the Specifications herewith attached,
for the lump sum of Five thousand two hundred

forty eight dollars and $\frac{60}{100}$

DOLLARS (\$ 5248.60)

Make of Pump BYRON JACKSON Co.

Designated as #2CK-25TG. SUBMERSIBLE-40 HP

Number of Bowls 2 Diam. of Impellers 7 $\frac{5}{8}$ inches

Impeller Material BRONZE

Size of Column 8" I.D. inches Thickness 0.277 inches

Size of shaft 1 $\frac{1}{2}$ / 16 inches Shaft Material STAINLESS STEEL

Shaft lubrication & bearings WATER

Shut-off Pressure SHUT-OFF HEAD = 182 FT.

Make and Type of Motor BYRON JACKSON Co - TYPE "H"

Motor Horse Power at 40° F. Rise 40

Type of Motor Bearings RADIAL - SLEEVE
THRUST - PIVOT SHOE TYPE

Make and Type of Starter & Electrical Equipment

OUTDOOR Pump Panel - 440 Volt

Includes Reduced Voltage starter and

fused entrance switch. Has H.O.A.

and stop and start button

SQ-D or GE make

Bowl Efficiency of Pump 81.8 percent

Overall Pump Efficiency 79.5 Percent

Electric Motor Efficiency 85.0 percent

Combined overall Efficiency of Pump and Motor, Water to Water in
specified range 67.5 percent

Does equipment offered differ from specification requirements? If
so, how? No

KWH per 1000 Gallons 0.60

Included herewith are catalogs, curves and descriptive data for
the equipment bid as follows:

Descriptive Bulletin #50-5200

Sectional Drawing #1C-1521 - 4B 538-1 - 5205-6

cable loss chart

Performance curves

DELIVERY

The undersigned bidder agrees to make delivery and install the
equipment included in these specifications within 35
days from the date of award of the contract.

BIDDER

Pump Pipe & Power Co

By O. B. Winkle

Title Manager

Address 265 N Hancock

Portland 12, Oregon

Date 2-29-52

FORM OF CONTRACT

THIS AGREEMENT, made and entered into this 5th day
of March, 1952, by and between the City of Newberg, Oregon, and
hereinafter called the City, Party of the First Part, and

Pump Pipe & Power Co.

265 N. Hancock St

Portland 12, Ore.

hereinafter called the Bidder, Party of the Second Part,

WITNESSETH:

For and in consideration of the covenants and agreements herein
contained, and the consideration hereinafter to be paid, the Party of
the Second Part agrees to furnish all materials and pumping equipment
required for City well #2 and install same complete and in a workman-
like manner, all in accordance with the specifications and proposal
hereto attached, and in accordance with the requirements of, and
under the direction of the City's Consulting Engineer.

The Bidder further agrees that Notice to Bidders, Equipment
Specifications, and the Proposal dated Feb. 29, 1952
all appended to this contract agreement, are hereby specifically
referred to and made a part of this contract and shall have the
same force and effect as though the same were fully inserted herein.

IN WITNESS WHEREOF, the parties hereto have here unto set
their hands and seals.

City of Newberg, Oregon

Party of the First Part

By Homer Hester
Dr. Homer Hester, Mayor

Approved as to Form:

O. B. Thunkle
Pump Pipe & Power Co
Bidder, Party of the Second Part

Herbert Swift
Herbert Swift, City Attorney

Attest:

By O. B. Thunkle
Title Manager
Address 265 N Hancock
Portland Oregon

Thomas Beaty
Thomas Beaty, City Recorder

8-D
Dr. W. H. BARENDRICK
MAYOR
E. E. MARSH
CITY ATTORNEY

WILLIAM A. ZOSEL
CITY RECORDER

3/6/52
FRANK WORTMAN
CITY TREASURER
W. M. CONKLIN
CHIEF OF POLICE

City of McMinnville

McMINNVILLE, OREGON

March 6, 1952

Mr. Clarence Heater
Newberg Civil Defense
Newberg, Oregon

Dear Mr. Heater:

The State Civil Defense Agency has notified Dr. H. M. Stolte that the medical supplies for Yamhill County will be sent very shortly. Dr. Stolte was asked to have payment ready upon delivery. The supplies will be stored in his care for emergency use.

The subscriptions of each city or town within Yamhill county to help cover the cost of these medical supplies were discussed at the meeting held here about a year ago which was attended by the city directors. Dr. Stolte has informed us that Newberg's share of the cost is \$459.50.

I am urging that this amount be sent to Dr. Stolte, Civil Defense Medical Director for Yamhill County, as soon as possible so that he will be able to make prompt payment for the supplies.

Sincerely yours,

Wm. A. Zosel

Wm. A. Zosel,
Yamhill County Director
Civil Defense

WAZ:fm



McMinnville
The Walnut City

3/12/52

STATE OF OREGON)
COUNTY OF YAMHILL) ss. NOTICE OF SPECIAL MEETING
City of Newberg)

TO THE MEMBERS OF THE COUNCIL OF THE CITY OF NEWBERG:

You are hereby notified that a special meeting of the Council of the City of Newberg will be held at the Council Chambers in the City Hall at 5:00 o'clock p.m., Pacific Standard time, on Wednesday, March 12, 1952, for the purpose of considering and acting upon the purchase of one used street sweeper and attachments for the Street Department for the City of Newberg, Oregon.

Howe Heste
Mayor

ATTEST:
Thomas Beatty
City Recorder

Due and timely notice and service of a copy of the above are admitted by the undersigned in Newberg, Oregon, Yamhill County, this 12th day of March, 1952.

	Time of Service
<u>L. J. Vanhlybe</u>	<u>1:20</u>
<u>A. H. Hollenbeck</u>	<u>12:22 PM</u>
<u>Raymond Buckley</u>	<u>12:24</u>
<u>James Pittenbauer</u>	<u>12:37</u>
<u>Howe Beatty</u>	<u>12:45 pm.</u>
<u>Joel J. J. J.</u>	<u>1:43 1/2 PM.</u>
<u>[Signature]</u>	<u>1:55 PM.</u>
<u>Ernest Newman</u>	<u>1:55 P.M.</u>

8-M

3/15/52

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON - PHONE 5101

March 15, 1952

TO: The Honorable Mayor
Police Commission
and City Council.

Please accept this letter as my resignation as a patrolman from the Newberg Police Department. Effective March 18, 1952.

I have been accused of being inefficient. I do not feel that I have been treated fairly in this due to the fact that certain arrangements were made for some time before anything was said to me. And also due to the fact that certain other of the personell have been accused of ~~the~~ being inefficient and of other things ~~in~~ several times in the past and nothing was done about it. But I did not have a chance to say anything in my own defense

SINCERELY

J. H. McCullough

88

OATH OF OFFICE

3/18/52

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

I, H. A. Richardson, 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.

H. A. Richardson

Subscribed and sworn to before me this 18th day of March, 1952.

Thomas Beatty
City Recorder

8-8

3/21/52

STATE UNEMPLOYMENT COMPENSATION COMMISSION

OREGON STATE EMPLOYMENT SERVICE

AFFILIATED WITH

UNITED STATES EMPLOYMENT SERVICE

Box 506

McMinnville, Oregon

March 21, 1952

The City Council
Newberg
Oregon

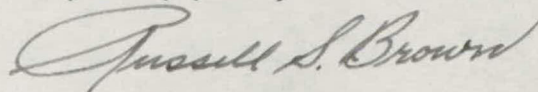
Dear Sirs:

Our office is contemplating giving "Itinerant Service" to unemployment compensation claimants in the Newberg area during the next benefit year. This would permit claimants to file in Newberg and save themselves a trip each week to McMinnville.

In order to give this service, we would like to have use of your council chamber on Tuesday of each week beginning on June 24 of this year.

We would appreciate your answer to this request as soon as possible.

Very truly yours,



Russell S. Brown, Manager
McMinnville Local Office

RSB b

Request by Mr. Brown by phone 3-28-52 that Thursdays be the day, & commencing on June 26, instead of June 24.

RSB

OK

April Bills 1952

4/52

Associated Oil Company	252.87
Abbey Mill & Lumber Company	23.21
Anderson Hardware	1.73
B. & L. Machine Welding Works	30.00
Barons Garden Supply	4.40
Bobs Auto Company	29.55
Berrian Service Station	1.10
The Book Store	3.00
Chehalem Valley News	9.85
Crane Direct Mail Service	12.00
Crabtree Sand & Gravel	172.50
Dons Service Center	1.50
Easterday Supply Company	2.80
John D. Graham	1.00
Carl E. Green & Associates	125.00
Gainers Food Market	1.95
Heaters Repair Service	17.70
Harriman Heating & Sheet Metal	24.75
Howard Cooper Corporation	1.61
Johnson & Hedman	66.60
Model Laundry	1.18
Munnell & Sherrill	18.20
W. J. McCready Lumber Company	31.24
Nickells Automotive	18.63
Newberg Graphic	27.89
Newberg Laundry	4.20
Newberg Heating Oil Company	9.98
Newberg Auto Parts	5.08
Newberg Auto Freight	12.15
Newberg Sand & Gravel Company	3.00
Neptune Meter Company	275.10
Oregon Textile Mills	53.50
The Oregon News Company	81.00
Pacific Supply Cooperative	25.00
Portland Gas & Coke Company	8.38
Portland General Electric Company	1019.61
Martin Redding	5.20
The Roemer House	17.87
Avery M. Russell	75.00
Henry Rosen	6.50
Sandager Shell Service	5.70
Six Corners Radio Lab	4.20
Tilse Pontiac Inc.	1.95
Utilities Supply Co.	362.68
Union Oil Company	24.99
O. B. Westfall	1.50
Wilcox & Follett Company	19.05
West Coast Telephone Company	68.80
Petty Cash	17.30

2988.00

8- R

4/15/52

**CITY OF NEWBERG
DEPARTMENT OF POLICE**

Clayton J. Tomlin, Chief

NEWBERG, OREGON - PHONE 5101

April 15, 1952

To The Honorable Mayor and City Council of the City of Newberg.

I hereby respectfully submit my resignation as an Officer of the Police force of the City of Newberg. I would like to have my resignation effective May 14, 1952. I would also like to take my annual vacation during the last two weeks of my employment.

It has been a pleasure to be associated with the Police Department of the City of Newberg during the past six or more years. My decision to leave the Department is not due to any dissatisfaction or unpleasantness. I have been able to secure employment which seems to offer more immediate and future remuneration and chance for advancement.

Thanking you for all past favors I remain Yours Very Truly,

Avery M. Russell
Avery M. Russell

Bills for May 1952

5/52

Anderson Machinery Co.	14.00	
Associated Oil Company	274.48	
Anderson Hardware		
The Book Store	4.30	
Bobs Auto Company	49.03	
Berrian Service Station	1.50	
City Tire Service	2.00	
Crane Direct Mail Service	12.00	
Coast to Coast Stores	.54	
Crabtree Sand & Gravel Co.	286.15	
Chehalem Valley News	227.90	
Consolidated Supply Company	23.24	
Columbia Equipment Company	360.40	
Duncan Partking Meter Co	1446.51	
Gaylord Brothers, Inc.	6.15	
E. W. Gulley & Son	30.00	
W.J. Gower	16.29	
Gainers Food Market	2.67	
Harriman Heating & Sheet Metal	2.50	
Heaters Repair Service	20.00	
Home Appliance & Paint Co.	43.85	
Inloes Motors	1.33	
Johnson & Hedman	12.45	
W. J. Jones, Sheriff	5.20	
League of Oregon Cities	157.84	
Marks Plumbing & Heating.	1.15	
Neptune Meter Company	225.75	
Newberg Auto Freight	42.30	
Newberg Heating Oil Company	10.72	
Nickells Automotive	18.85	
Oregon News Company	43.49	
Portland General Electric Co.	574.81	
Sandager Shell Service	5.10	
H. C. Spaulding	70.58	
Utilities Supply Co.	2243.20	
Union Oil Company	44.27	
Van Waters & Rogers	84.50	
Wilcox & Follett Co.	576	
West Coast Telephone Co.	67.25	
O. C. Yocom Co.	443.20	445.20
Petty Cash	20.68	

 6903.94

8-D
5/15
May 1, 1952

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

Gentlemen:

Re: Daylight Saving Time

The question of local adoption of Daylight Saving Time has been again brought to my attention. The situation and the law applicable have changed since my last report to the Council dated April 25, 1949. At the present time, Chapter 373, 1949 Laws is in effect in this state having been adopted by the legislature April 12, 1949, and subjected to referendum election to the people November 7, 1950, at which time it was approved by a vote of 277,633 to 195,319. This law provides that standard Oregon time, for all purposes mentioned in the act, shall be Pacific Standard Time or Mountain Time depending on the area in the state, unless the Governor issues a proclamation, which he has refused at present. The law further provides that standard Oregon time shall be uniformly observed throughout the state unless the Governor so acts. Finally, the law provides that in all statutes, orders, rules and regulations relating to the time or performance of any act by any officer or department of the State of Oregon, whether in the legislative, executive or judicial branches of the state government, or relating to the time within which rights shall accrue or determine, or within which any act shall or shall not be performed by any person subject to the jurisdiction of the State of Oregon, the time understood and intended shall be standard Oregon time as fixed by the law.

It should be borne in mind that the City of Newberg is a municipal corporation of the State of Oregon and its officers derive their powers from the state even though Article XI, Section 2 of the Oregon Constitution, commonly called the "Home Rule Amendment," provides that the people of each city have power to enact and amend their charter and the legislature does not.

Similar situations are discussed in 143 ALR 1246 wherein cases on this subject from other states have been collected. Here we find that in a Pennsylvania case where the state law established Eastern Standard Time, a Justice Court having rendered judgment against a defendant who failed to appear at the time set according to Daylight Saving Time, was reversed by the Supreme Court of the state. Another Pennsylvania case involving a Pittsburgh ordinance advancing all clocks in the city by one hour was held void because of the state law, although the Court refused an injunction, holding that it was quite lawful to change the time for the activities of the individual or the public, but whenever a specific hour was fixed for legal duties standard time must be followed. We also find an Ohio case against the City of Cincinnati which provided for Daylight Saving Time by ordinance contrary to state law and the Court held the ordinance valid under the "Home Rule Amendment" to the state constitution as long as the ordinance was limited purely to matters of local concern.

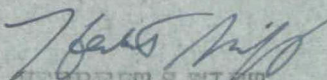
To the Honorable Mayor and Council
Page 2
May 1, 1952

From the foregoing it would appear that if action is taken by the Council all official activities must be closely watched and an appropriate distinction made or the City may be confronted by void contracts, illegal judgments by the municipal court, and other confusing results.

The general rule is set forth in 52 Am Jur, Time, Section 7, to the effect that where acts are required by law to be done at a prescribed time and there is a statute defining standard time, the statutory standard must be followed.

In a recent decision of the Oregon Supreme Court entitled Webb vs Clatsop County School District, 188 Ore 324, decided in 1950 but which arose prior to the effective date of the 1949 statute, it was held that even though Daylight Saving Time was generally in use in Clatsop County at the time of the school election in question, standard time must govern in the holding of the election. In my opinion, this holding is reinforced rather than weakened by the present state statute, although in that case there was no municipal ordinance in effect at that time. In other words I think that such an ordinance would now be invalid in spite of the "Home Rule Amendment" granting certain powers to the people in connection with changes in city charters.

Yours very truly,


HERBERT S. WIFF
City Attorney

HS:eo

8-8

OATH OF OFFICE

5/7/52

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

I, Herbert W. Hawkins, 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.

Herbert W. Hawkins

Subscribed and sworn to before me this 7th day of May, 1952.

Thomas B. Beatty
City Recorder

8-B

5/20/52

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON - PHONE 5101

May 20, 1952

To the Honorable Mayor, Dr. Homer Hester,
and Members of the City Council of the
City of Newberg,

Gentlemen:

With the permission of the Mayor, I wish to submit to you a few facts regarding my request for a pay-raise.

First, I receive the lowest pay of any full-time city employee. I have worked at this low salary for 4 years without requesting a raise, except the \$25 raise promised to me at the end of the first six months after I started work,

I am very interested in the work of the Police Department. I think we have a fine department, the members of which are efficient and conscientious officers. I do not believe any one of them is overpaid. However, it hardly seems fair to me that the lowest paid patrolman receives \$110 a month more than I do, besides a \$10 allowance on uniforms. I do not undervalue these officers-- I would not want to take one penny away from their pay.

While I was hired as "Police Matron", the term Matron is something of a misnomer, as my work strictly as Matron is the least of my duties, although at times I am called out in the middle of the night to take care of a woman prisoner. My chief duties, however, cover the various types of office work incident to the office. I take care of telephone and radio calls; keep the various files in the office; collect the parking meter fines; type letters and reports; at times take shorthand statements of prisoners, and take care of the complaints, information and assistance requested at the desk. I have tried to, and feel that I have given every attention to handling this work efficiently and courteously and with the poise and dignity it requires.

I submit to you my years of experience in general office procedure and my public relations standing fits me particularly well for this position.

I appreciate your giving me this opportunity to be heard, and I trust you will reconsider your decision to give me only a ten per cent pay raise.

Respectfully submitted,

Lida S. Burke
Lida S. Burke

8-B
CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON - PHONE 5101

May 24, 1952

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

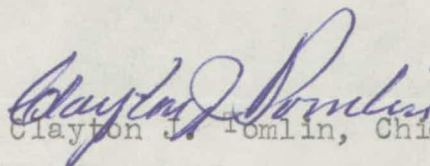
Gentlemen:

Regarding Mrs. Burke's letter to you
requesting a slight additional pay increase, I feel
she has just cause for making this request.

After working with Mrs. Burke for several
months in the office, I have had occasion many times
to admire her efficiency and competency in handling
the many and varied types of police problems that
arise daily and require proper disposition. She has
the interest of the City of Newberg and the Police
Department at heart and is thoroughly familiar with
its functions and consequent responsibilities.

I may only reiterate that from my point
of view here, she has a justifiable cause.

Respectfully,


Clayton J. Tomlin, Chief.

9-P

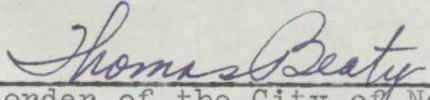
5/22/52

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, June 2, 1952, at 6:30 o'clock p.m. Oregon Standard Time, which corresponds to 7:30 p.m. Newberg local Daylight Saving 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:

One - 1952 model Tudor sedan or two seated coupe automobile for the use of the Police Department of the City of Newberg. Vehicle may be either 6 cylinder or 8 cylinder engine. Vehicle must have automatic transmission and minimum horse power of 105. Vehicle must be equipped with a good quality heater satisfactory to the Chief of Police of the City of Newberg. Vehicle color must be black, dark blue or grey. Wheel base of vehicle must be at least 115 inches. Vehicle must be equipped with oil filter satisfactory to the Chief of Police. City to trade in present police automobile and value thereof to be applied on purchase price of new vehicle. Bidder to state value at which he will accept the present police automobile. New Police automobile to be furnished with standard equipment except as hereinabove specified. Bidder to specify date of delivery. Vehicle to come equipped with first quality tires and spare satisfactory to the Chief of Police, one size larger than standard equipment for the vehicle. Before present police automobile is traded in, all radio and other police equipment, including, but not confined to, heavy duty generator, public address system, siren and right-hand spot light, will be removed by the Police Department and will not go with the vehicle.

All bids must be in writing and must be filed with said Recorder on or before 6:30 o'clock p.m. Oregon Standard Time, which corresponds to 7:30 p.m. Newberg local Daylight Saving Time on Monday, June 2, 1952. 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.


Recorder of the City of Newberg

First Publication: May 8, 1952.

Last Publication: May 22, 1952.

82P

5/27/52

BUTLER CHEVROLET COMPANY

411 First Street

Phone 752

NEWBERG, OREGON

May 27, 1952



City Council
Newberg, Oregon

Gentlemen:

Pursuant to your invitation to bid, we hereby submit the following proposal to furnish the City of Newberg a 1952 police car:

1 only Chevrolet Two door Sedan, Black, with the following equipment:

Power Glide Transmission
Oil Filter
Heater and Defroster
6.50 x 15 Hi Pressure Tires

To apply against the above we will take in a 1950 Ford Sedan, present police car, stripped as specified in your request for a net difference, after taxes have been deducted, in the amount of \$982.45.

In addition to the above, we propose to supply the following equipment:

50 Volt Generator with the proper factory installed Regulator	\$21.65
Heavy Duty Rear Springs	3.51

which added to the above, if this equipment is desired, will make a net amount of \$1007.61.

accepted

Approximate delivery date is July.

Trusting that you may find this in order and that we may receive this business, we are,

Yours very truly,

Butler Chevrolet Company

Carl H. Butler
Owner

CHB:SK



BOB'S AUTO CO.

THE ONE FINE CAR IN THE LOW PRICE FIELD

915 E. FIRST STREET • NEWBERG, OREGON

PHONE 4561

My 28, 1952



Mr. Clayton J. Tomlin,
Chief of Police
City of Newberg
Newberg, Oregon

Gentlemen:

We herewith list our bid on one only 1952 Ford
Mainline Tudor as follows:

Wheelbase 115", Color suitable to Police Department
125 H.P. Interceptor V8 Engine
Ford O Matic Transmission
Magic Air Heater
40 amp Generator and Regulator
Heavy duty shocks and springs. Front & Rear.
Leather type upholstery

Trade difference between present police car,
and with tax exempt certificates \$1,150.00

This type unit produced for Police Departments only,
and requires special order. Delivery approximately 5 weeks.

Very truly yours,

Ken Barker
KEN BARKER, Sales Manager.

KB:mg

BUTLER CHEVROLET COMPANY

411 First Street

Phone 752

NEWBERG, OREGON

May 27, 1952



City Council
Newberg, Oregon

Gentlemen:

Pursuant to your invitation to bid, we hereby submit the following proposal to furnish the City of Newberg a 1952 Police car:

We propose to furnish an Oldsmobile 88, Deluxe, two door Sedan with the following equipment:

Hydromatic Transmission
Heater and Defroster
Oil Filter

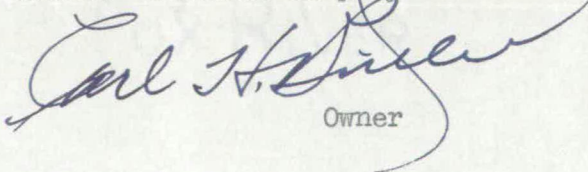
On the above we propose to accept a 1950 Ford Sedan, present police car, stripped as specified in your request for a net difference, after taxes have been deducted, in the amount of \$1,440.00.

Approximate delivery date is July.

Trusting that you may find this in order and that we may receive this business, we are,

Yours very truly,

Butler Chevrolet Company



Owner

CHB:sk



PEARSON & KNOWLES

NEWBERG

OREGON

May 29 1952

City Council
City of Newberg
Newberg Ore.

Gentlemen:

We herewith submit for your consideration our bid to supply a vehicle for the Police Department of Newberg.

One 1952 Studebaker, Regal Commander; 5 Pass Coupe; Grey color; 120 H P V8 engine; 11 1/2 inch wheel base; Delivery can be made between the 10 th and 15 th of June.

Factory List	1,875.34
March 5 1951 Permitted increase	46.08
Automatic Transmission	224.20
Wet Air Cleaner	7.08
Solex glass	22.39
Climatizer AC2193	62.75
Federal tax on car	159.93
Federal Tax on equipment	20.77
Prepaid Freight	278.74
Dealer preparing charge	19.75
Filter installed HC2133	15.17
Heavy Duty Rear Springs extra	15.00
Low cut-in generator	15.00
	2,762.20

Less trade-in of present Police car	1,062.20
	1,700.00
Plus 760/15 4 ply tires over 710/15	18.00
	1,718.00

This price includes taxes which will be refunded to the city in the amount of 180.70 upon proper application. Reducing net cost of car to 1,537.30 to the City.

Respectfully submitted:

Paul Pearson
PEARSON & KNOWLES



TILSE PONTIAC

COLLEGE AND HANCOCK

NEWBERG, OREGON

June 2, 1952

City of Newberg,
Newberg, Oregon.

Gentlemen:

We wish to submit the following bid for a Police Car, with delivery date from 45 days to 6 weeks, with the following equipment:

Chieftan 2 door sedan 8 cyl. with wheelbase of 120", horsepower 122.

Underseat Fresh-air Heater and Defroster

Automatic Hydramatic Dual-Range Transmission

Oil Filter

Tan Imitation Leather Interior Trim

Heavy Duty Rubber Floor Mats, Front and Rear

Foam Rubber Seat Cushion pads

Heavy duty Front and Rear Cushion and back rest seat springs

Heavy duty front and rear Shock Absorbers

Heavy duty front and rear springs

Oversize 7.60 x 15 Black Tires

Color either Black, Dark Blue or Dark Grey, whichever preferred.

Price of the Pontiac described above, delivered in Newberg, is \$2,694.15, and does not include Federal Tax; and a Trade in Price of \$1,200.00 offered for the present Police Car, with a difference of \$1,494.15.

Respectfully submitted,

Tilse Pontiac Inc.

A. M. Tilse

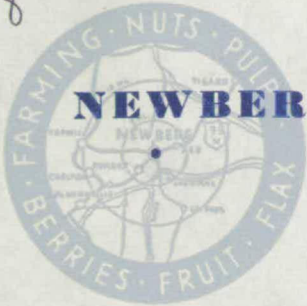
President.

AT:m

Bills for June 1952

Anderson Hardware	60.88
Associated Oil Company	386.50
Bancroft-Whitney Company	235.00
Bobs Auto Company	38.00
Bill Cooper Industrial Control Co.	13.95
Crane Direct Mail Service	12.00
Crabtree Sand & Gravel Co.	75.00
Clark Cabinet Shop	2.62
H. T. Church	46.63
Contractors Equipment Corporation	50.34
Columbia Equipment Company	72.70
Dougs Chevron Station	13.95
Gainers Food Market	21.30
Gibbs Electric Co.	.84
Home Appliance & Paint Co.	17.00
Heaters Repair Shop	81.77
Imperial Book Co.	30.50
Keizur Shoes	12.95
Keystone Uniform Cap Company	4.21
W.J. McCready Lumber Co.	27.71
The Neep Equipment Company	117.01
Newberg Lumber Yard	24.65
Newberg Auto Parts	1.02
Newberg Heating Oil Co.	3.45
Newberg Auto Freight	16.28
Neptune Meter Company	903.01
Newberg Graphic	148.33
" "	30.80
Nickells Automotive	21.10
Nudelman Brothers	24.25
Oregon Textile Mills	4.00
Oregon News Company	67.89
Portland Gas & Coke Co.	30.73
Pennsylvania Salt Company	15.00
Pacific Supply Cooperative	30.00
Portland General Electric	753.79
Martin Redding	57.00
Renne Hardware Company	12.26
Sandager Shell Service	7.10
Tedrick & Quilliam	31.50
Tim Built Diving Boards	65.00
Tracey and Company	24.01
Union Oil Company	32.13
Utilities Supply Co.	316.40
Wallace & Son	2.16
West Coast Telephone Co.	62.90
O. C. Yocom	325.50
Petty Cash	20.40

4269.75



NEWBERG CHAMBER OF COMMERCE NEWBERG, OREGON

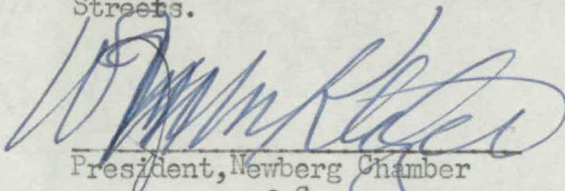
June 24, 1952

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

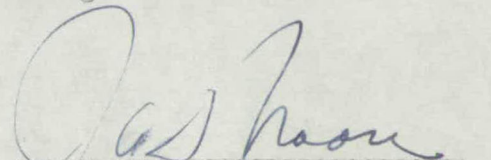
The following resolution was voted upon and approved by the
members of the Newberg Chamber of Commerce present at the
regular meeting June 2nd, 1952.

A Resolution:

Be it recommendet to the mayor and members of the Newberg
City Council, that a Planning Committee be appointed to
study the prospects of widening Hancock and 2nd Streets in
the City of Newberg, in anticipation of making them business
Streets.



President, Newberg Chamber
of Commerce.



Chairman of the Committee for
improvements in Newberg.

9-13

1/52

~~XXXX~~ Bills for July 1952

Associated Oil Company	313.82
Anderson Hardware	15.78
B. & L Machine Welding Works	45.00
Butler Chevrolet Co.	22.45
The Book Store	2.35
Coast to Stores	.69
George F. Cake Co.	1.56
Consolidated Supply Co.	331.03
Crane Direct Mail Service	12.00
Contractors Equipment Company	38.61
City of Oregon City	3.15
Dougs Chevron Station	3.00
East Side Motorcycle Service	44.88
Gaylord Brothers, Inc.	8.20
Heaters Repair Service	40.38
Home Appliance and Paint Co.	1.05
Hutchens Texaco Service	2.60
Homelite Corporation	12.26
Johnson & Hedman	128.05
Kilham Stationery & Printing Co.	9.70
Millers	4.95
Marks Plumbing & Heating Co.	169.12
W. J. McCready Lumber Co.	43.51
Nicholls Radio	25.34
Newberg Auto Freight	15.85
Newberg Hardware	7.80
Nickells Automotive	19.42
Neep Equipment Company	88.15
Newberg Sand & Gravel Co.	1.25
Newberg Lumber Yard	11.07
Newberg Heating Oil Co.	5.95
National Tank & Pipe Co.	492.65
Newberg Police Reserves	77.50
Oregon News Co.	49.01
Pump Pipe & Power Co. Water Bond	5248.60
Portland Gas & Coke Co.	80.94
Public Employes Retirement System	24.50
Portland General Electric Co.	756.92
Pennsylvania Salt Co.	61.52
Portland Concrete Pipe & Products	16.80
Martin Redding	7.00
Herbert Swift	1.50
Stage Depot	48.05
Sandager Shell Service	7.65
Swender Blue Print Co.	.90
Tilse Pontiac, Inc.	3.85
Title & Trust	14.00
Union Oil Co.	11.10
Utilities Supply Co.	105.81
Van Waters & Rogers	18.50
Weatherly Station	.80
West Coast Telephone Co.	84.05
O. C. Yocom	27.50
Petty Cash	11.24

8579.36

9-13

7/2/52

AFFIDAVIT OF PUBLICATION

STATE OF OREGON, COUNTY OF YAMHILL—ss.

I, Paul Dent

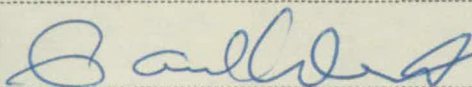
being first duly sworn, depose and say that I am the publisher of the Newberg Graphic, a newspaper of general circulation, as defined by Secs. 1-509, 1-5-10, Oregon Code; printed and published at Newberg in the aforesaid county and state; that the

City of Newberg, Oregon,Statement of Budget,Fiscal Year 1952-53

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

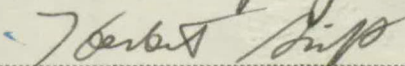
for two (2) successive and consecutive

weeks in the following issues:

June 12 and June 19, 1952.

Publisher.

Subscribed and sworn to before me this

2nd day of July 1952

Notary Public for Oregon.

(My Commission expires 11/15/53)

City of Newberg, Oregon, Statement of Budget, Fiscal Year 1952-53

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 1952-53, 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 6-30-49	Expendi- tures Year Ended 6-30-50	Expendi- tures Year Ended 6-30-51	Expendi- tures ½ Year Ended 12-31-51	Budget Year 1951-1952	Request for 1952-1953
A. GENERAL						
Councilmen's Salary.....	\$ 96.00	\$ 95.00	\$ 104.00	\$ 48.00	\$ 96.00	\$ 96.00
Street Lighting.....	5,794.82	6,569.89	6,925.46	3,697.63	6,500.00	6,500.00
Insurance.....	1,551.48	1,370.13	1,388.54	1,376.78	1,600.00	1,600.00
Emergency.....	438.44	792.97	991.67	685.72	2,000.00	2,063.00
Social Security.....						900.00
Total General.....	7,880.74	8,827.99	9,409.67	5,808.13	10,196.00	11,159.00
B. POLICE						
Salaries.....	16,584.62	17,240.19	16,765.47	9,344.19	18,804.00	21,700.00
Car Expense.....	2,344.70	1,565.31	2,908.15	759.07	1,200.00	2,500.00
Insurance, Phone, Etc.....	3,706.19	3,012.75	3,274.97	1,035.86	2,500.00	1,250.00
Auto Insurance.....	68.00	61.00	6.05		75.00	75.00
Meter Maintenance.....		419.32	216.64	68.91	400.00	400.00
Total Police.....	22,703.51	22,298.57	23,171.28	11,208.03	22,979.00	25,925.00
C. HEALTH						
Salary.....	144.00	144.00	144.00	72.00	144.00	144.00
D. FIRE						
Salary.....	1,682.50	1,852.37	1,860.00	887.50	2,200.00	2,680.00
Special Salaries.....	500.00	500.00	500.00	250.00	500.00	500.00
Hose.....	435.12	885.12	476.00		700.00	700.00
Equipment Fund.....	3,986.16	1,727.16	3,597.29	455.55	2,000.00	1,520.00
Insurance & Supplies.....	1,700.17	1,733.84	1,441.05	553.81	1,300.00	1,300.00
Maintenance.....	617.12	188.48		210.10	500.00	500.00
Fire Department Annex.....						5,800.00
Total Fire.....	8,921.07	6,886.97	7,874.34	2,356.96	7,200.00	13,000.00
E. ROAD						
Salaries.....	8,539.38	6,183.46	3,342.29	768.90	6,550.00	6,000.00
Supplies.....	2,657.17	1,135.11	1,347.83	231.07	1,200.00	1,200.00
Truck Expense.....	1,796.70	1,413.19	1,522.27	593.84	550.00	1,100.00
Street Re-surfacing Reserve.....						4,200.00
Total Road.....	12,993.25	8,731.76	6,212.39	1,593.81	8,300.00	12,500.00
F. RECORDER						
Salary.....	1,885.39	1,860.00	1,860.00	1,140.00	2,280.00	2,472.00
Auditor.....	300.00	300.00	300.00	210.00	420.00	420.00
Bond.....	25.00	25.00	25.00	50.00	50.00	50.00
Supplies.....	500.29	509.31	605.34	180.09	500.00	500.00
Total Recorder.....	2,710.68	2,694.31	2,790.34	1,580.09	3,250.00	3,442.00
G. ATTORNEY						
Salary.....	1,000.00	1,000.00	1,000.00	649.98	1,300.00	1,300.00
Fees & Expenses.....	15.96	30.00			50.00	50.00
Total Attorney.....	1,015.96	1,030.00	1,000.00	649.98	1,350.00	1,350.00
H. TREASURER						
Salary.....	300.00	300.00	300.00	1.00	1.00	1.00
Supplies & Bond.....	50.00	50.00	21.18			
Total Treasurer.....	350.00	350.00	321.18	1.00	1.00	1.00
J. CITY HALL						
Salary.....	660.00	660.00	660.00	360.00	720.00	792.00
Fuel.....	578.18	425.50	414.07	99.68	500.00	500.00
Repairs.....	269.36	38.43	2,855.10	1,009.41	1,300.00	1,100.00
Supplies.....	189.65	263.61	512.95	201.57	200.00	300.00
Total City Hall.....	1,697.19	1,387.54	4,442.12	1,670.66	2,720.00	2,692.00
K. PARKS						
Expense.....	4,230.80	7,495.20	11,939.09	3,511.31	5,250.00	6,120.00
L. LIBRARY						
Expense.....	3,462.64	3,259.60	3,421.58	2,183.11	3,800.00	4,020.00
M. INCINERATOR						
Labor.....	250.00					
Supplies.....	145.00					
Total Incinerator.....	395.03					
N. SEWAGE DISPOSAL						
Labor.....		949.50	793.12	98.56	1,200.00	1,200.00
Operation & Main-tenance.....		25.80	60.34	109.75	1,300.00	1,300.00
Total Sewage Disposal.....		975.30	853.46	208.31	2,500.00	2,500.00
W. WATER						
Salaries—						
Administrative.....	4,611.00	6,147.00	6,147.00	3,450.00	6,900.00	7,176.00
Operative.....	10,613.48	9,605.91	11,613.87	5,261.26	11,200.00	12,700.00
Supplies.....	5,111.79	7,466.76	7,358.03	3,021.28	7,000.00	6,500.00
Compensation.....	134.80	140.43	161.42	78.32	150.00	150.00
Power.....	958.08	1,560.39	1,200.63	1,607.48	1,800.00	2,300.00
Total Water.....	21,429.15	24,920.49	26,478.75	13,418.34	27,050.00	28,826.00
DEBT SERVICE						
Bond Retirement.....	9,000.00	9,000.00	9,000.00		9,000.00	9,000.00
Sinking Fund.....	4,000.00	4,000.00	4,000.00	2,000.00	4,000.00	4,000.00
Sewer Bond Interest.....	942.50	902.50	831.25	392.50	822.50	782.50
Water Bond Interest.....	1,145.00	1,095.00	1,045.00	485.00	995.00	945.00
Special Sinking Fund.....					800.00	800.00
Water Warrant Interest.....					750.00	
Total Debt Service.....	15,087.50	14,997.50	14,876.25	2,877.50	16,367.50	15,527.50
TOTAL BUDGET.....	\$103,021.52	\$103,999.23	\$112,934.45	\$47,139.23	\$111,107.50	\$127,206.50
	Collection Year Ended 6-30-49	Collection Year Ended 6-30-50	Collection Year Ended 6-30-51	Collection ½ Year Ended 12-31-51	Estimate Year 1951-1952	Estimate for 1952-1953

REVENUES						
Estimated Cash Balance.....						\$ 1,000.00
Parking Meters.....	\$ 4,312.75	\$ 4,234.75	\$ 3,875.44	\$ 2,194.47	\$ 4,500.00	9,000.00
Interest.....	1,675.00	100.00				100.00
Licenses.....	4,140.79	4,473.51	4,942.04	841.50	5,000.00	5,000.00
Fines.....	5,260.00	4,062.50	3,128.50	1,540.84	4,000.00	5,000.00
Rent.....	731.50	637.50	629.50	570.00	1,080.00	1,080.00
Water Department.....	40,632.69	49,984.90	52,767.20	33,991.73	53,504.00	59,704.00
General Taxes.....	26,553.55	29,128.03	29,993.88	26,653.98	32,023.50	32,122.50
Liquor Commission.....	770.76	723.04	790.40	973.58	750.00	750.00
Sewage Disposal.....			2,920.00		2,500.00	2,500.00
Water Penalties & Recorder Fees.....	343.30	392.60	494.27	240.00	450.00	450.00
Sewer & Water Taps.....	2,149.40	1,070.00	900.00	625.00	1,500.00	1,500.00
Rural Fire District.....	6,700.00	7,875.00	6,500.00	3,000.00	5,800.00	5,800.00
Estimated Receipts						
Special County Road Tax.....						3,000.00
Estimated Cash Balance						
Special County Road Tax.....						1,200.00
Sub-Total Revenue.....						\$128,206.50
Estimated Receipts from Delinquent Taxes.....						2,212.25
TOTAL REVENUES.....	\$ 93,269.74	\$102,681.83	\$106,941.23	\$70,631.10	\$111,107.50	\$130,418.75
Estimated Taxes Due and Not Collected.....						3,212.25
ESTIMATED REVENUE.....						\$127,206.50

STATE TAX STREET FUND						
Estimated Balance on Hand.....					\$15,000.00	
Estimated Receipts, 1952-53.....					22,000.00	
Total.....					\$37,000.00	
Estimated Expenditures, 1952-53.....						\$37,000.00

Budget for the City of Newberg, Oregon, for the fiscal year 1952-53, as adopted by the Budget Committee June 4, 1952, at a meeting with the City Council in attendance, at 7:30 DST.

ATTEST:
LORAN A. DOUGLAS, Secretary of the Budget Committee.
F. C. COLCORD, Chairman of the Budget Committee.

Kind of Bond	Date of Bond	Rate	Maturity	Outstanding	Annual Interest
Sewer	4-1-46	1 and 1¼ %	Serially	\$66,000.00	\$782.50
Water	4-1-46	1 and 1¼ %	Serially	\$80,000.00	\$945.00

Notice is hereby given that at a regular meeting of the Council of the City of Newberg, Oregon, to be held at 6:30 o'clock p. m. Oregon Standard Time (7:30 o'clock p. m. Local Daylight Saving Time) on Monday, the 7th day of July, 1952, 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 12th day of June, 1952.

First publication: June 12, 1952.
Last publication: June 19, 1952.
THOMAS BEATY, Recorder of the City of Newberg.

8-P

OATH OF OFFICE

7/3/52

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

I, Marion J. Wilhite, 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.

Marion J. Wilhite

Subscribed and sworn to before me this 3 day of July, 1952.

Thomas Beatty
City Recorder

8-B

7/7/52

**CITY OF NEWBERG
DEPARTMENT OF POLICE**

Clayton J. Tomlin, Chief

NEWBERG, OREGON - PHONE 5101

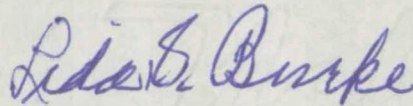
July 7, 1952

To Dr. Homer Hester, Mayor
and Members of the City Council
of the City of Newberg,

Gentlemen:

I wish to thank you each and every one
for granting my requested pay raise. I appreciate
it very much, and assure you I shall continue to
put forth my best efforts for the City of Newberg
and the Police Department in particular.

Respectfully,



Lida S. Burke

7/29/52

8-H

HEATER'S REPAIR SHOP

FIRST CLASS MECHANICAL WORK
BODY AND FENDER WORK
NEWBERG, OREGON

July 29, 1952

Honorable Mayor and City Council
City of Newberg
City Hall
Newberg, Oregon

Gentlemen:

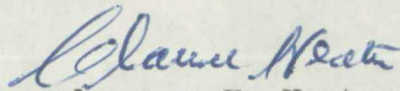
Please consider this letter as a resignation from the position as Director of Civil Defense, City of Newberg.

Because of other obligations I feel that it is impossible for me to give the proper attention to such a position.

As a suggestion I would like to see the position handled through the Police Department.

Thank you for the opportunity to serve the city.

Respectfully yours,


Clarence E. Heater

8-8

7/30/52

W. J. JONES
SHERIFF AND TAX COLLECTOR



DEPUTIES
FORD E. HAGAN
JUNE RANES

July 30, 1952

Mr. Clarence Heater
Civil Defense Director
Newberg, Oregon

Dear Clarence:

I am writing in regards to the "Matchings Funds" program for the medical aid for Civil Defense of Yamhill County. On a percentage basis, Newberg's amount was to be \$215.00. As yet this amount has not been received by Dr. Stolte, Chairman of the Medical program.

We have received word that this equipment has been shipped and it is necessary that this money comes in so the bill can be paid. Please see that this is taken care of immediately as we would like to have this part of our program cleared up.

If there is any question in regards to this matter please contact Dr. Stolte, Yamhill County Court House.

Very truly yours,

A handwritten signature in black ink, appearing to read "W.J. Jones", is written over a faint, large, light-blue watermark that says "NEED".

W.J. Jones
Yamhill County
Civil Defense Director

WJJ:jcb

8-10

7/31/52

NOTICE TO CONTRACTORS
STREET AND PARKING LOT RESURFACING

Sealed proposals for street and parking lot resurfacing in the City of Newberg, Oregon, will be received by said City in the office of the City Recorder, City Hall, Newberg, Oregon, until 6:30 p.m. Oregon Standard Time (7:30 p.m. Newberg Local Daylight Saving Time) on Monday, August 18, 1952, and thereafter will be publicly opened and read. Proposals shall be addressed to the City of Newberg and mailed or delivered to said City Recorder.

The estimated quantities of work and materials upon which such bids are invited are as follows:

1. Prepare 28,100 sq. yds. of base for resurfacing pavement.
2. Place 2500 tons asphaltic concrete pavement on streets.
3. Place 150 tons asphaltic concrete pavement on parking lot.

Plans and specifications may be examined at the office of the City Recorder of the City of Newberg, Oregon, located in the City Hall in said City. All proposals shall be based upon and in accordance with said plans and specifications. Copies of plans and specifications may be obtained upon receipt of the sum of \$5.00, said payment to be returned if regular and bona fide bids are submitted and the plans and specifications returned in good condition. If no bid is submitted or plans and specifications are not returned in good condition, said payment of \$5.00 will be retained by the City of Newberg.

All bidders shall be pre-qualified with the Oregon State Highway Commission for 1952 and all bids accompanied by a certified check payable to the City of Newberg in an amount equal to or exceeding 5 per cent of the total bid, which check shall be forfeited and become the property of the

City if the bidder fails to enter into a contract not later than ten days after notice of award. A 100 per cent corporate surety performance bond will be required to guarantee faithful performance under any contract. The City of Newberg reserves the right to postpone making the award for a reasonable length of time and to reject any or all bids and to accept the proposal deemed best for the City.

By order of the City Council of Newberg, Oregon

Dated this 31st day of July 1952

THOMAS BEAT Thomas Beaty
Recorder of the City of Newberg

Date of first publication: July 31, 1952.

Date of last publication: August 14, 1952.

9-13

Bills for August 1952

8/52

Associated Oil Company	167.55
Binfords and Mort	7.63
Consolidated Supply	.75
Crabtree Sand & Gravel	182.00
Fleming & Company	194.93
Flox Company, Inc.	65.60
First National Bank	3.60
W. J. Gower	7.25
Heaters Repair Shop	38.95
Howard Cooper Corp. St. Tax Road Fund	300.00
Home Appliance & Paint Co.	1.80
Hutchens Texaco St.	1.75
Crane Direct Mail Service	12.00
Howard Cooper Corporation	22.54
W. J. McCready Lumber Co.	42.17
Johnson & Hedman	96.55
Neep Equipment Co.	196.98
Newberg Hardware	9.37
Newberg Heating Oil Co.	15.05
Newberg Lumber Yard	3.85
Newberg Auto Freight	20.77
Oregon News Company	70.98
J. C. Penney Co.	18.45
Portland General Electric Co.	969.23
Pennsylvania Salt Co.	61.51
Portland Gas & Coke Co.	80.33
Portland Concrete Pipe & Prod.	194.00
T. W. Salisbury & Co.	25.00
Sandager Shell Service	3.25
Austin Searles	30.25
Union Oil Company	272
Utilities Supply Co.	177.44
" " " Water Bond	358.81
Vulcan Service Co., Inc.	28.25
Waterworks Supplies Co.	19.84
West Coast Telephone Co.	85.60
West End Grocery	3.57
Western Golf Course Supply	.94
Petty Cash	15.50

 3536.76

9-B

CITY OF NEWBERG

NEWBERG, OREGON

August 13, 1952

To the Honorable Mayor
and Council

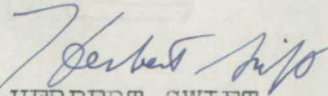
8/52

Re: Leinan vs. Newberg

The following is a list of witnesses subpoenaed and who appeared in Court in connection with the above-entitled matter. Three of the witnesses were not called upon to testify, but they appeared in response to a subpoena and were available.

F. D. Eason, expert	Due \$50.00 1 day
Ethel S. Palmer	Due 8.48 2 days
R. E. Drews	Due 8.48 " "
E. C. Duncan	Due 8.48 " "
F. C. Colcord	Due 8.48 " "
Thomas Beaty	Due 8.48 " "
Weller Probasco	Due 8.48 " "
Clarence Heater	Due 8.48 " "
I. R. Root	Due 8.48 " "
Charles E. Scott	Due 8.48 " "
Russel Gainer	Due 8.48 " "
Cleown Ferguson	Due 4.24 1 day -
Roy Curtis	Due 4.24 " "
Jerry Fisher	Due 4.24 " "
Wilbur Robb	Due 4.24 " "
Robert Wehrley	Due 4.24 " "
Charles Crites ²	Due 4.24 ² " 8.48
Russell Parker ²	Due 4.24 ² " 8.48
Hubert Armstrong ²	Due 4.24 ² " 8.48
Fred Deiner	Due 4.24 [✓] "
O. C. Yocom	Due 4.32 2 days
J. C. Compton	Due 4.32 2 days

Yours very truly,


HERBERT SWIFT
City Attorney

HS:eo

8-P

8/8/52

OATH OF OFFICE

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

I, Jay V. Beswick, 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 Reserve Police Officer, of the City of Newberg during my continuance in said office, so help me God.

Subscribed and sworn to before me this 8 day of August, 1952

Thomas Beatty
City Recorder

8/13/52

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

PRE-QUALIFYING STATEMENT
OF BIDDERS

I, He. Compton member firm, being first
duly sworn, depose and say that I am submitting the following statement
on behalf of J. C. Compton Company to the
City of Newberg, Oregon, in order to qualify said J. C. Compton
Company as bidder on a public improvement proposed by
said City of Newberg and consisting of the following:

City of Newberg Street and Parking Lot Resurfacing 1952

This statement is furnished in accordance with the requirements of Section
98-102 to 98-104, inclusive, O.C.L.A.

I further state that said prospective bidder is the owner of real
property in the state of Oregon having a present market value of \$40000⁰⁰
and subject to indebtedness in the amount of \$None and of personal
property situated in said State of Oregon having a present market value
of \$1000,000⁰⁰ and subject to indebtedness in the amount of \$165000⁰⁰
That said prospective bidder is now indebted in the amount of \$165000⁰⁰
including debts secured as above stated.

That said prospective bidder has in his possession and available
for use on said public improvement all equipment necessary to perform
and complete same in accordance with the plans and specifications there-
for and has had 41 years experience in the construction of public
improvements of like nature. That said prospective bidder is now qualified
for similar work with the Oregon State Highway Commission and has been
so qualified for 31 years.

That I understand that the contents of this statement will not be
disclosed except to the Recorder, Mayor and Council of the City of Newberg,
Oregon, without the written permission of the undersigned or an appropriate
order of a Court of competent jurisdiction.

Subscribed and sworn to before me this 13 day of Aug., 1952.

Mildred B. Pekala
Notary Public for Oregon

My Commission Expires:

MY COMMISSION EXPIRES NOVEMBER 16, 1952

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

PRE-QUALIFYING STATEMENT
OF BIDDERS

I, G. C. CURTNER, being first
duly sworn, depose and say that I am submitting the following statement
on behalf of PORTLAND ROAD & DRIVEWAY COMPANY to the
City of Newberg, Oregon, in order to qualify said PORTLAND ROAD &
DRIVEWAY COMPANY as bidder on a public improvement proposed by
said City of Newberg and consisting of the following:

Prequalification amount set by Oregon State Highway Commission March 25, 1952
at \$1,100,000.00.

This statement is furnished in accordance with the requirements of Section
98-102 to 98-104, inclusive, O.C.L.A.

I further state that said prospective bidder is the owner of real
property in the state of Oregon having a present market value of \$ 119,750.80
and subject to indebtedness in the amount of \$ None and of personal
property situated in said State of Oregon having a present market value
of \$ 57,744.00 and subject to indebtedness in the amount of \$ None.
That said prospective bidder is now indebted in the amount of \$ None
including debts secured as above stated.

That said prospective bidder has in his possession and available
for use on said public improvement all equipment necessary to perform
and complete same in accordance with the plans and specifications there-
for and has had 30 years experience in the construction of public
improvements of like nature. That said prospective bidder is now qualified
for similar work with the Oregon State Highway Commission and has been
so qualified for 3 years.

That I understand that the contents of this statement will not be
disclosed except to the Recorder, Mayor and Council of the City of Newberg,
Oregon, without the written permission of the undersigned or an appropriate
order of a Court of competent jurisdiction.

Subscribed and sworn to before me this 15th day of August, 1952.

G. C. Curtner
Notary Public for Oregon

My Commission Expires: 4/1/53.

8-8

OATH OF OFFICE

8/14/52

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

I, Curly B. Hopkins, 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
Reserve Police Officer of the City of Newberg during my continuance in
said office, so help me God.

Curly B. Hopkins,
Subscribed and sworn to before me this 14 day of August, 1952.

Thomas Besty
City Recorder

NOTICE TO CONTRACTORS
Street and Parking Lot
Resurfacing

Sealed proposals for street and parking lot resurfacing in the City of Newberg, Oregon, will be received by said City in the office of the City Recorder, City Hall, Newberg, Oregon, until 6:30 p. m. Oregon Standard Time (7:30 p. m. Newberg Local Daylight Saving Time) on Monday, August 18, 1952, and thereafter will be publicly opened and read. Proposals shall be addressed to the City of Newberg and mailed or delivered to said City Recorder.

The estimated quantities of work and materials upon which such bids are invited are as follows:

1. Prepare 28,100 sq. yds. of base for resurfacing pavement.
2. Place 2,500 tons asphaltic concrete pavement on streets.
3. Place 150 tons asphaltic concrete pavement on parking lot.

Plans and specifications may be examined at the office of the City Recorder of the City of Newberg, Oregon, located in the City Hall in said City. All proposals shall be based upon and in accordance with said plans and specifications. Copies of plans and specifications may be obtained upon receipt of the sum of \$5.00, said payment to be returned if regular and bona fide bids are submitted and the plans and specifications returned in good condition. If no bid is submitted or plans and specifications are not returned in good condition, said payment of \$5.00 will be retained by the City of Newberg.

All bidders shall be pre-qualified with the Oregon State Highway Commission for 1952 and all bids accompanied by a certified check payable to the City of Newberg in an amount equal to or exceeding 5 per cent of the total bid, which check shall be forfeited and become the property of the City if the bidder fails to enter into a contract not later than ten days after notice of award. A 100 per cent corporate surety performance bond will be required to guarantee faithful performance under any contract. The City of Newberg reserves the right to postpone making the award for a reasonable length of time and to reject any or all bids and to accept the proposal deemed best for the City.

By order of the City Council of Newberg, Oregon.

Dated this 31st day of July, 1952.

THOMAS BEATY,

Recorder of the City of Newberg
First publication, July 31, 1952.
Last publication, Aug. 14, 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

Notice to Contractors

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:

July 31, Aug. 7 and Aug. 14,
1952.

King Cady
Publisher.

Subscribed and sworn to before me this

19th day of August, 1952.

Janis E. Sander
Notary Public for Oregon.

(My Commission expires Jan 7, 1956)

9-13

9/52

Bills for September 1952

Associated Oil Company	240.94
Anderson Hardware	9.90
Aladdin Books	32.64
The Book Store	3.20
Baker Radio and Electric	4.48
Blumenthal Uniform Co.	19.84
Bureau of Labor	5.00
Art Burnside and Co.,	33.95
Butler Chevrolet Co.	26.03
Crane Direct Mail Service	12.00
Consolidated Supply Co.	122.63
City of Oregon City	1.85
Crabtree Sand & Gravel	188.10
Road Fund	
Dougs Chevron Station	5.20
Easterday Supply Co.	22.25
H. D. Fowler Co., Inc.	76.76
Field Enterprises, Inc.	99.36
W. J. Gower	6.60
Gibbs Electric Co.	7.00
Hersey Manufacturing Co.	6.65
C. A. Houser Lumber Co.	.87
Heaters Repair Shop	30.85
Homelite Corporation	5.26
Howard Cooper Corporation	300.00
The Handilite	13.90
Hammers	9.05
Johnson & Hedman	28.05
Kilham Stationery & Printing Co.	13.17
Moors Machine Shop	4.50
Munnell & Sherrill	32.78
Miller Meters Inc.	43.96
Pete Manson	10.00
George McPherson	2.00
W. J. McCready Lbr. Co.	17.25
Nickells Automotive	23.63
Newberg Auto Freight	13.85
Newberg Graphic	17.80
Newberg Heating Oil Co.	3.50
Nicholls Radio	25.10
Newberg Printing Co.	22.50
Newberg Sand & Gravel Co.	2.50
Newberg, Hardware	9.10
Newberg Lumber Yard	5.22
Oregon News Co.	22.68
Public Employes Retirement System	77.84
Portland General Electric Co.	1173.75
J. C. Penney Co.	2.56
Portland Gas & Coke Co.	19.26
Herbert Swift	20.00
Street Fund	
" "	6.00
Six Corners Radio Lab	4.30
Tilse Pontiac Co.	1.75
Title & Trust Company	12.50
Utilities Supply Co.	460.77
" " "	221.35
Unviersity of Oregon Medical School	10.00
Valley Petroleum Co.	25.95
Waterworks Supplies Co.	109.08
Wallace & Tiernan Sales Corp	6.51
West End Grocery	2.04
Wallace & Son	2.16
West Coast Telephone Co.	89.96
O. C. Yocom Co.	62.00
Water Bond Fund	
Petty Cash	15.53

8-8.

CITY OF NEWBERG

NEWBERG, OREGON

September 9, 1952

Honorable Mayor and Council
of the City of Newberg:

Gentlemen:

Re: Leinan vs. Newberg

9/9/52

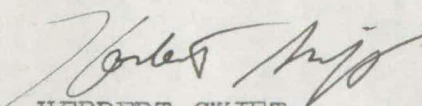
In Judge Walker's decision of the above suit, an allowance of $7\frac{1}{2}$ per cent of the principal amount of each lien was provided to cover both attorney fees and costs for Defendant City of Newberg. During the course of the litigation, and after the answer of Defendant City of Newberg was filed, 4 Plaintiffs paid off their lien and costs by stipulation. At the time of these payments, the amount of the allowance for attorney fees and costs had not yet been determined and, therefore, these people were required to and did pay the full amount demanded.

It is my opinion that these people should not be penalized by reason of their prepayment, and that they should have a refund in such an amount as would reduce their payments on fees and costs to the amount allowed by the Court on the remaining liens. The following list shows these payments and suggested refunds:

NAME	AMOUNT OF LIEN	ATTORNEY FEE PAID	ATTORNEY FEE AND COSTS AT $7\frac{1}{2}$ PER CENT	REFUND DUE
Frank and Ina Babcock	\$476.61	\$50.00	\$35.75	\$14.25
C. O. Vinson	158.75	50.00	11.91	38.09
Clarence and Leona Winter	634.96	75.00	47.62	27.38
Albert C. and Vivian E. Henneman	288.52	50.00	21.64	28.36

It is my recommendation that the foregoing refunds be allowed and paid.

Yours very truly,


HERBERT SWIFT
City Attorney

HS:eo
cc: Marsh, Marsh & Dashney
Attorneys at Law
First National Bank Building
McMinnville, Oregon

9-F

9/25/52

Sept 25, 1952

Mr. Thomas Beaty, Recorder
City of Newberg
Newberg, Oregon

Dear Sir:

We, the John T. Carson Co., wish to submit a bid of \$2.80 for P.S. #300 per barrel delivered into your storage at Newberg for 12 months beginning Oct. 1, 1952.

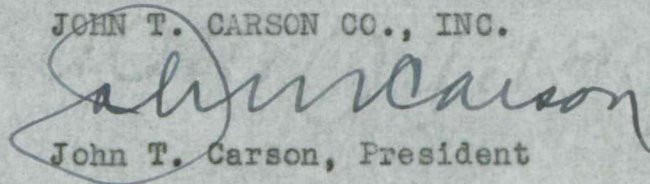
The above price represents Seller's current posted price for Newberg delivery, which posted price or prices shall prevail at all times during the term of this agreement. This is in effect an escalator clause for the price may go down or up from the base of \$2.80, which is a discount of 20¢ per barrel below the present market.

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 wish to thank you for the business this past year and hope that we may continue to serve you.

Very truly yours,

JOHN T. CARSON CO., INC.


John T. Carson, President

Above accepted October 6, 1952
CITY OF NEWBERG

By: Thomas Beaty, Recorder

Your Copy -

9-F

9/20/52

ALBINA FUEL CO.

SHELL HEATING OILS • WOOD • COAL • BRIQUETS • CHARCOAL • PRESTO-LOGS



G. L. ARNTSON

IAN SHAW

3246 N. E. BROADWAY
PORTLAND 12, OREGON
September 26, 1952

GA 1161

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, Pacific Specification #300
\$3.00 per barrel delivered in your tank.

The above price to be the maximum price for a period of 1 year, to expire October 1st, 1953. 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 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,

A handwritten signature in blue ink that reads "Ian Shaw".

ALBINA FUEL COMPANY

IS/im

D E P E N D A B L E F U E L S E R V I C E S I N C E 1 9 0 3

Bills for October 1952

Associated Oil Company	191.51	
Anderson Hardware	29.34	
Bureau of Labor	7.00	
Baker Radio and Electric	4.48	
The Book Store	.85	75
Butler Chevrolet Co.	46.33	
Crane Direct Mail Service	12.00	
Coast to Coast Stores	6.83	
Crabtree Sand & Gravel	201.25	
Columbia Equipment Co.	273.00	
J. C. Compton Co.	53.10	
Department of Agriculture	2.50	
R. E. Drews	7.50	
Ray Grimshaw	291.18	
Gainers Food Market	1.59	
Heaters Repair Shop	64.68	
Howard Cooper Corporation	300.00	
Inloes Motors	39.26	
Miller Meters Incorporated	5.03	
The McCormack Company	10.50	
W. J. McGready Lumber Co.	20.85	
Neptune Meter Company	37.99	
Neep Equipment Company	429.65	
Newberg Hardware	5.49	
Newberg Auto Parts	4.77	
Newberg Lumber Co.	8.50	
Newberg Heating Oil Co.	12.10	
Newberg Sand & Gravel Co.	3.00	
Nicholls Automotive	4.28	
Oregon News Company	83.15	
Portland General Electric	978.06	
Portland Paint & Lacquer Products	77.80	
Portland Gas & Coke Co.	7.57	
Public Employes Retirement Board	21.33	
Rensselaer Valve Co.	334.00	
Sandager Shell Service	14.25	
Utilities Supply Company	284.27	
Union Oil Company	31.42	
James H. Versteeg	69.23	
West Coast Telephone Co.	76.70	
West End Grocery	2.04	
O. C. Yocom Co.	108.50	
Petty Cash	16.51	

4179.29

8-9

Oct. 2, 1952
Newberg, Ore.

10/2/52

To the Mayor and City
Council of Newberg, Ore.

Dear Sirs;

It was my desire to appear before you and present what seems to me to be an injustice in connection with the recent pavement suit against the city. Since it was necessary for me to return to Canada before the date of your meeting, I am taking this opportunity to address you in writing.

When the suit was started we owned and were living in a house at the corner of fifth and college sts. We were asked to become a party to the suit against the city and refused, wishing to have nothing to do with it. As soon as we were notified of the assessment against the property we paid the full amount.

Early in the spring, as I recall, we bought two lots on center st. between 6th and 7th sts. where we now have our bus barn. These lots were bought of a Mr. Andrews and a lien free certificate was issued by the city. We were unaware the these lots which do not touch 6th st., were subject to a paving assessment. Without our knowlege, it seems that the notice of the lien was sent to Mr. Andrews, who kept the notice and never informed us and when suit was started against the city it seems that he involved those lots as if they belonged to him. This action was taken without our knowlege and against our wishes. We were totally unaware of any involvement until word was received from McMinnville stating that we were party to the suit. At that time I was in Canada but Mrs. Gulley tried to find Herb Swift and when unable to do so, went to McMinnville and talked to Mr. Marsh, the other attorney representing the city. She informed him that we were not a party to the suit and presented a receipt paid in full for the assessment against our property. This receipt, of course, was for the College st. property, since we knew of no other. Mr. Marsh looked it up and confirmed it and said, "yes you are paid up and this must be a mistake". Now it develops that we are asked to pay attorneys fees, court costs, etc. in a suit which we did not wish to be a party but did make every effort to stay free of. The city never notified us that there was an assessment against our lots and, until the present notice of possible foreclosure, we were unaware that we were in any way involved in the suit.

We are not objecting to paying the paving assessment and back interest, altho we were unaware of it, but we do think that it is unjust to make us party to a suit without our knowlege and without our consent. The fact that we did pay our assessment on the college st. property without objection is evidence that we acted in good faith and would have paid the other had we known about it.

We trust that the council will see the injustice of our being forced into this suit and will find a way to straighten the matter out. Thank you for this consideration.

Sincerely,

Emmett and Zoe Gulley
Emmett and Zoe Gulley

2579

8-C

10/6/52

October 6, 1952

Honorable Mayor and City Council
Newberg, Oregon

Gentlemen:

I have been advised by Mr. Herbert Swift, City Attorney of Newberg, that the offices of Municipal Judge and City Recorder of said City are to be separated and the office of Municipal Judge shall be vacant. I herewith submit my application for the office of Municipal Judge of said City.

Having practiced in Newberg for the past 2 years, my qualifications are probably known to you.

Yours very truly,

Raphael L Cooke

RAPHAEL L. COOKE

RLC:eo

8-7

OATH OF OFFICE

10/7/52

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

I, *Jimmy Ellis*, 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
Fire Chief of the City of Newberg during my continuance in
said office, so help me God.

Subscribed and sworn to before me this 7 day of October, 1952.

Thomas Beatty

City Recorder

8-f

10/7/52

OATH OF OFFICE

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

I, Raphael 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 7 day of October, 1952

Thomas Beatty
City Recorder

8-P

CITY OF NEWBERG

NEWBERG, OREGON

October 31, 1952

10/31/52

Hon. Mayor and Council
City of Newberg, Oregon

Gentlemen:

Re: Street improvement assessments
Bonding applications

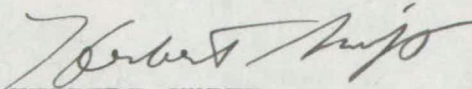
I have been asked by Mr. James Rittenhouse regarding bonding applications by property owners affected by the 1948-49 street paving and who have not paid or bonded their assessments to date nor have they participated in the litigation recently completed in the Circuit Court. I believe there is approximately \$10,000.00 represented by owners in this class.

Mr. Rittenhouse would like to apply to bond his assessment, waiving defects, if any, in the procedure, and providing for payment of interest at 6 per cent plus semi-annual payments on principal. He understands that bonding was originally permitted on the basis of 20 semi-annual payments beginning December 6, 1950, and that 4 payment dates have passed at the present time. He proposes to pay all accrued interest to the current date and also to pay an amount equal to the 4 installments which he has missed. This will place him on an equal basis with all other bonding applications except that when his December 6, 1952, installment comes due he will only owe slightly over one month's interest in addition to the principal payment.

It should be borne in mind that whatever arrangement is made with Mr. Rittenhouse must be available on the same terms to all other property owners in the same class. In my letter to the Council at the October meeting, I stated my opinion that parties plaintiff in the suit to quiet title should not be eligible to bond their assessments. I am still of this opinion and I believe that the fact that such parties voluntarily participated in this litigation and are now affected by the judgment therein, furnishes a clear basis for a distinction between them and owners who were not so involved but who failed to bond or pay.

Based upon the foregoing, it is my opinion that the Council can authorize bonding by Mr. Rittenhouse and others as hereinabove described. Mr. Eugene E. Marsh concurs in my view of the foregoing.

Yours very truly,


HERBERT SWIFT
City Attorney

HS:eo



11/3/52

NEWBERG CHAMBER OF COMMERCE NEWBERG, OREGON

November 3, 1952

A Resolution.

At the meeting of the Newberg Chamber of Commerce October 20th, a request was made that the City Council be asked to check on the possibility of having a Stop Sign placed at the intersection of 4th and College Street with a provision that traffic can make a right turn on to College from the direction of Salem.

It has been observed that when traffic moves over that corner without stopping and moves in any direction, there exists a possibility ~~grave possible~~ of a collision with the consequent result of severe injury to some one.

Herman Wilke

Herman Wilke
Secretary

9-E

CERTIFICATION OF ELECTION
CITY OFFICIALS

11/22/52

For Mayor

George Layman	1460	Elected
Elmer Gardner	1	
Homer Hester	9	
Ralph Butt	1	
Fred Deiner	1	
Martin Redding	1	
Silas Wallace	2	
Charles P. Adams	1	
Laverne Johnson	1	
Elwin Hutchins	1	
Dick Crone	1	
Paul Abner	1	
Charles Gibbs	7	
Ray Parrish	3	
Iona Hale	1	
Dale Boss	1	
Joe Yackey	1	
Bob Sturdevant	1	
John Paola	2	
O. H. Best	1	
Beth McWhannel	2	
Russell Parker	1	

For Councilman

James Harry Beaty	1012	Elected
Raymond Buckley	985	"
Douglas Cowley	634	
Gerald M. Fisher	1158	"
James Rittenhouse	1278	"
W. G. Robb	874	
Ernest J. Smith	736	
Roy Stretch	2	
Roscoe Hutchens	1	
Russel Gainer	1	

I, Thomas Beaty, the duly appointed and acting Recorder of the City of Newberg, certify that the above is a true Abstract of Votes as taken from the Tally Sheet issued by the County Clerk as of November 10, 1952, and showing those elected to the several offices, as stated above.

Signed the 22nd day of November, 1952

Thomas Beaty
Thomas Beaty, Recorder of City of Newberg.

8-P 11/24/52

OATH OF OFFICE

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

I, Willard Johnston, 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.

Willard L. Johnston
Subscribed and sworn to before me this 24 day of November, 1952.

Thomas Beatty
City Recorder

8-9

11/24/52

Newberg, Oregon,
November 24, 1952.

Mayor Homer Hester,
City Hall Bldg.,
Newberg, Oregon.

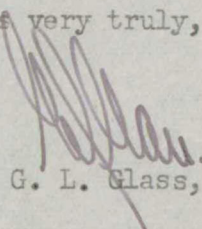
Dear Mr. Mayor:

It is with regret that I tender to you my resignation as a councilman of the City of Newberg. As of January 1, 1953 I am being transferred to our Head Office in Hillsboro, Oregon, and I will take up my residence in that city as soon as possible after the first of the year.

The period I have served on the council has been a most pleasant and gratifying experience for me and I have appreciated the cooperation and general feeling of good fellowship that has prevailed throughout the time I have served with you.

Please accept my best wishes for the future of all of you.

Yours very truly,


G. L. Glass,



11/26/52



CASEY TRACTOR & EQUIPMENT CO.

NOTE NEW ADDRESS

1800 S. E. Union Ave.
Portland 14, Oregon
Fl. 5097

TRACTORS and INDUSTRIAL EQUIPMENT

SAWS—**SKILSAW**—DRILLS

Walker-Turner Metal and Woodworking Equipment

17 S. E. UNION AVENUE — FILMORE 5097

PORTLAND 14, OREGON

Nov. 26, 1952

City of Newberg,
Newberg, Ore.

ATTENTION: Recorder of the City.

Gentlemen:

As per your Invitation to Bid dated November 6th, 1952, we are pleased to quote you on new Model 8N Ford Tractor, Sherman DeLuxe Digger, Wagner Front End Loader with material bucket and with Sherman Combination Transmission. Complete unit to be identical in every detail as that called for on your bid invitation.

For the above unit delivered to Newberg we are pleased to quote you a price of \$4713.53, less 2% for payment within 20 days from delivery.

In event we are the successful bidder we propose to send along our operator with the machine and he will instruct your operator in the mechanics of the tractor and equipment in order that you may secure the best in performance.

In closing we might mention that we have the shop facilities and mechanics to render service on the above equipment as might be required during the life of the equipment.

Delivery could be made within three days after receipt of award.

Yours very truly,
CASEY TRACTOR & EQUIPMENT CO.

BY:

Secy.

Theo. Kister

RISEING BOND

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, December 1, 1952, 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 Ford tractor equipped with combination digger and loader. Specifications for said vehicle and said bid are as follows:

1952 Model - 8N Ford Tractor with Proofmeter, fenders, 4 cylinder motor, 120 cu.in. piston displacement, 5.50 x 16 front tires, 10 x 28 rear tires, wheels adjustable from 48" to 76", Battery, Drawbar and safety starter, 23.2 drawbar H.P. 27.3 belt H.P., Hand and foot throttle, front wheel weights not less than 210 lb, Foot brake pedals to be so located as to be possible of operation with the right foot.

Standard Four speed transmission with Sherman Combination Transmission, under and overdrive to provide twelve forward speeds, three reverse speeds and three power take off speeds.

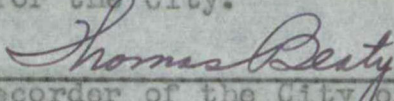
To be equipped with Sherman DeLuxe Digger hydraulically controlled with boom swing of 140°, digging of not less than 8 ft. below ground surface; Digger reach behind tractor of 10 ft., 18" standard digging shovel, 3.5 cu.ft. capacity, Loading Height 7 ft. Hydraulic system to be equipped with special relief valves, special orifices in boom swing lines for the safety of the operator, tractor and digger.

Wagner front end Loader, Model WM-3 with independent hydraulic system, third cylinder with material bucket of 10½ cu.ft. capacity, clear height in up position 10'4", in dump position 8'7½". Capacity live load 1500 lb.

Total weight of the above not less than 5400 lb.

Vehicle to be delivered by bidder at Newberg, Oregon. Bidders shall specify date of delivery.

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, December 1, 1952. 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.


Recorder of the City of Newberg

Date of first publication: November 6, 1952.

Date of last publication: November 20, 1952.



FORD TRACTOR

WITH
EXCLUSIVE PROOF-METER



Power
for
Production



CONSIDER THE ABILITY OF ANY TRACTOR TO HELP YOU IN THESE **3** WAYS

1

POWER FOR PRODUCTION AND PROFIT

This is the first and most important yardstick to put beside any tractor. Factors for you to consider are: The original price, the number of jobs the tractor can do, the speed at which it can do them including time for attaching implements, expected life, and finally the resale value at the time you turn the tractor in on a new one. To see how the Ford Tractor stacks up on all of these counts, see the next two pages of this book.

2

POWER FOR A BETTER FARM PLANT

Farm maintenance and farm improvement are far more important today than when the original settlers broke sod on your place. As time goes on, maintenance and improvement projects become more and more important to a farm's profit-making ability. Also, they can mean plenty in giving you a better farm life. To see what the Ford Tractor can do on farm maintenance and improvement jobs, see bottom pages 2 and 3.

3

POWER FOR A BETTER WAY OF LIFE

For centuries "farming" has been another way of saying "hard work"—too much hard work. This has shackled the progress of agriculture more than most people realize. To be sure, any tractor eliminates much of the drudgery of farming. Some tractors, though, eliminate far more than others. Look for the "man-saving" features in a tractor. Consider how much they could mean in terms of increased production.

LET'S SEE WHAT FORD TRACTOR POWER GIVES YOU



LOOK AT THE FORD TRACTOR FROM A PRODUCTION AND PROFIT STANDPOINT

The minute you buy a Ford Tractor you have an excellent start on a good return. Why? Because the price you pay is really low. This saving is yours *the day you buy your Ford Tractor!*

HIGH QUALITY, LONG SERVICE

You'll get many years of good service. This low price is most certainly not the result of a sacrifice in quality. Even a casual look at the Ford Tractor will tell you that. Extremely high quality (another way of saying long life) is possible at the Ford Tractor's extremely low price because mass production cuts manufacturing costs to the bone. Furthermore, the design of the tractor itself eliminates the need for excessive amounts of steel and iron for traction.

HIGH RESALE VALUE

After years of service your Ford Tractor will command a high resale price. Simply that it is a Ford Tractor is an important factor—the next purchaser will be able to get parts and service. The market for your used Ford Tractor is broad—it's the popular size tractor, a full 2-plow model.

DOES MORE JOBS

Since the Ford Tractor is a year 'round tractor, a tractor that does more jobs faster and easier, you can get more work and a greater profit return out of it. This is perhaps the best reason of all for buying a Ford Tractor for your farm. Incidentally, here, too, is another reason for its high resale value.

THE RIGHT POWER FOR ANY FARM

The Ford Tractor has any number of unusual advantages on one-tractor farms, two-tractor farms and on three-or-more tractor farms. Ask your Ford Tractor dealer what these advantages are for your farm set-up.



FOR A BETTER FARM PLANT...

The Ford Tractor is a sound investment as a source of power for crop production. But the Ford Tractor is a sound investment for another reason—it is unexcelled for *farm improvement and maintenance work.*

Thousands of Ford Tractor farmers have already made their farms better farms with Dearborn Material Handling Implements.

A TYPICAL EXAMPLE

Let's see what just one of these implements can do. The Dearborn Scoop will dig, lift, carry and dump about 6 cubic feet of earth each trip.

Accurate cost and time figures were kept on building a dam for a standard farm pond with this implement. 1500 cubic yards of dirt were involved. Total cost amounted to only \$150.00 and this included tractor and equipment depreciation, interest on the

investment, gas, oil and \$6.00 per day for the operator! Fifteen days were required, so if you subtract labor cost then the dam involved a total expense of only \$60.00!

Properly stocked with fish and used for watering livestock, this pond will return to the owner far more than its original cost *each and every year* in terms of more production and profit—let alone the enjoyment and satisfaction he will get out of it.

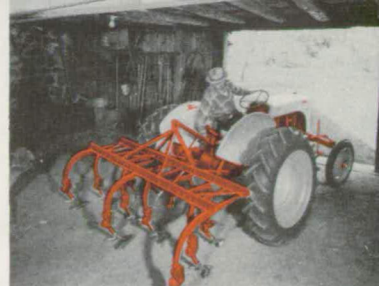
DOZENS OF JOBS FROM EVERY IMPLEMENT

That's just one example of the kind of performance you can expect from your Ford Tractor toward making your farm the farm you've always wanted. This same implement can be used for dozens of other jobs. Many other Dearborn Implements will likewise astonish you with their farm maintenance and improvement abilities.



With a Ford Tractor and Dearborn Implements the farm youth, his grandfather and even his mother can accomplish as much in a day as a man in his prime. Many features in the Ford

Tractor make these people important producers. Some of these features are shown and described along the right hand side of this page. Your Ford Tractor dealer can show you many more.



↑ Dearborn Cultivators can be attached in 60 seconds or less. And so can most of the other Dearborn Implements.

3 **POWER** DESIGNED TO GIVE YOU A BETTER WAY OF LIFE

All too many farmers, working as hard as they can, are just barely able to keep up with their crops and chores. There's little time left over for necessary recreation and educational activities. And there's so little extra energy left that these activities cannot be enjoyed to their fullest even on the few times the family can "get away."

This is ironical, for the farm family has, just over the back fence, all kinds of opportunities for recreation which their city relatives cannot reach without spending a considerable amount of time, energy and money.

Vibration and noise are thieves of energy. A smooth, quiet-running, easily handled

tractor can make a tremendous difference at the end of the day. That kind of tractor makes you feel like doing something more than catching up on rest. So does the tractor that lets you control implements with your fingers instead of heaving and hauling on heavy levers. No wonder men past their prime are so "sold" on the Ford Tractor—they have found the answer to getting more done easily than they ever were able to do . . . the hard way!

If, through tractor design, you save 10 minutes per day in attaching implements (and another 10 in taking them off) you have gained 10 working days over the course of a year! That's time you can use for other jobs . . . or a little time for yourself!



SEE HOW FORD TRACTOR **POWER** CAN BE USED . . .



Effective terraces are easy, fast, inexpensive.



Build your own trench silo or a pond.



Dig up to 600 post holes a day sitting down.



↑ Turn-arounds can be made quickly. Most implements are lifted, lowered by Ford Tractor Hydraulic Touch Control.

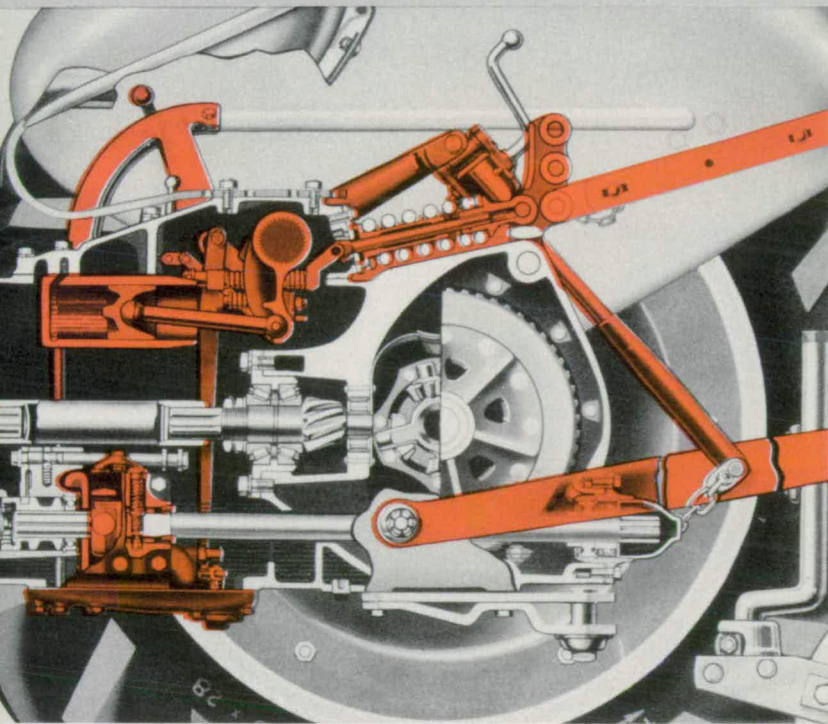


↑ Ford Tractor Hydraulic Touch Control "works" Dearborn Rear End Crane for scalding hogs, other lifting jobs.



↑ There's no hard work here. "Lift her up and back her in" is a far cry from yanking and hauling by main strength.

THE FORD TRACTOR MAKES



HYDRAULICS ARE A FUNDAMENTAL PART OF FORD TRACTOR DESIGN

The hydraulic mechanism of the Ford Tractor is not an accessory, or an extra, or an afterthought! It is an integral part of every Ford Tractor.

The Ford Tractor's hydraulic pump, piston and steel oil pressure lines are inside the tractor, away from dust and dirt. Furthermore, this arrangement guards against oil leaks from the hydraulic mechanism smearing your tool shed floor, your implements and your clothes.

TRIPLE QUICK-ATTACHING

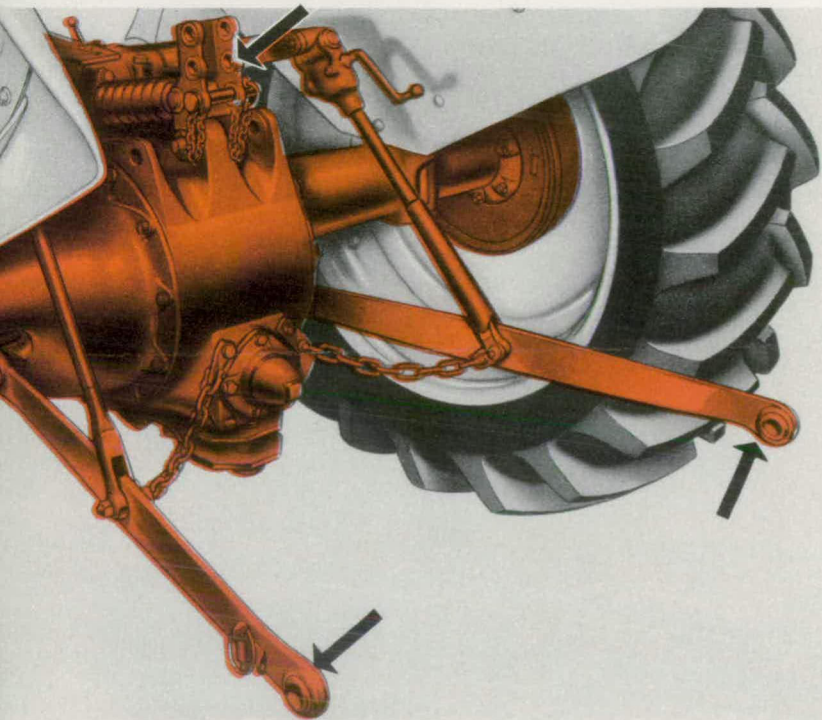
Dearborn Implements are attached to the tractor at three linkage points; two lower links and an upper link. So when you attach most Dearborn Implements to the tractor you attach them directly onto the Ford Tractor's Hydraulic activated mechanism! Most of them can be attached in 60 seconds or less—no wrenches, no pulling, no heaving and hauling!

CLOSE COUPLING

What's more, Dearborn Implements can be attached right up close to the tractor. This close coupling gives you a remarkably short outfit—a trend in farm equipment design that has been evident since the days of traction engines and gang plows. This is an important factor in the exceptional handling ease of the Ford Tractor.

The next page explains why this arrangement of hydraulics and attachment permits the Ford Tractor to make so much more of its power.

↑ The red color shows the Ford Tractor's hydraulic pump, cylinder, piston, main spring and touch control lever. Vital parts are *inside*, away from dust and dirt.



↑ Most Dearborn Implements can be attached to the Ford Tractor in 60 seconds. Lower lift arms are hydraulically controlled. Time saved in attaching can amount to several *days* a year.

IMPLEMENTS LIFT AND LOWER AT A TOUCH

With the Ford Tractor Hydraulic Touch Control Lever you have control of working depth at your finger-tips!



MORE OF ITS **POWER**

POWER THAT FITS BOTH LIGHT AND HEAVY JOBS

Experienced farmers are really surprised at the way the Ford Tractor makes easy work of a tough job. Once you understand the full significance of its design, however, there's really nothing surprising about it.

ADDS "WEIGHT"—AUTOMATICALLY

As every farmer knows, the ability of a tractor to pull is dependent upon the weight and power at its rear wheels. Now, note that most Dearborn Implements are carried on the Ford Tractor. In effect, the tractor's rear wheels become wheels for the implement. Many Dearborn Implements, including the plow, are designed with "suck." This suck, or down pull, in effect adds more weight on the drive wheels for greater traction! Naturally you get less down pull in light soils, but more in heavy soils . . . right when needed—automatically!

Therefore, with just one investment you have, in a sense, two tractors—a "high speed" tractor for light jobs and a "heavy" tractor for tough jobs.

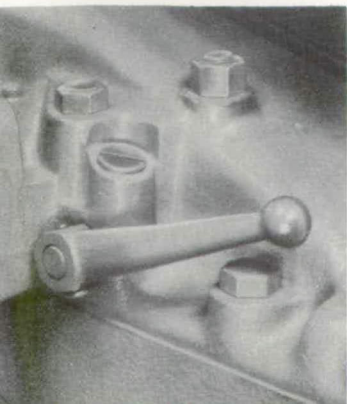
NEED FOR "DEAD" METAL ELIMINATED

For the above reasons the Ford Tractor does not need to be built with hundreds of pounds of cast iron for weight to get traction on the heavy jobs. Its design eliminates the need for this "dead" metal. Thus, with so much less weight to haul back and forth over the field it's easy to see why the Ford Tractor costs far less to operate. And, since implements are coupled close, the outfit is far easier and faster to handle on light jobs.



SELECT THE METHOD YOU WANT THIS **POWER** DELIVERED

CONSTANT DRAFT CONTROL **or** IMPLEMENT POSITION CONTROL

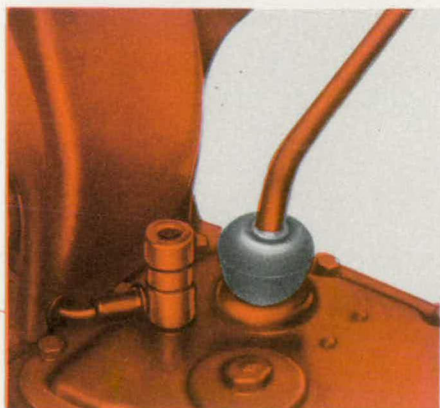


With the Selection Lever "down" you are in constant draft control. Implements will work at the same depth in uniform soil even if your field is ridged or uneven. But if you encounter variations in soil texture the implement can be maintained at the desired depth simply by moving the Ford Tractor Hydraulic Touch Control lever up or down.



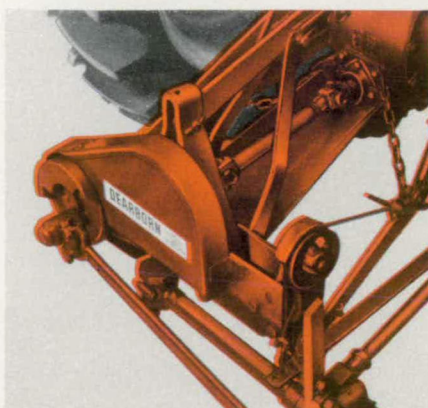
With the Selection Lever "up" you are in implement position control. No matter how much the soil texture varies, this control is designed to maintain a constant working depth in a smooth field, automatically! How many tractors are designed to fit all of your soil and field surface conditions so well? Answer: Just one . . . Ford!

ALL THIS IS STANDARD EQUIPMENT AT THE FORD TRACTOR'S LOW PRICE...



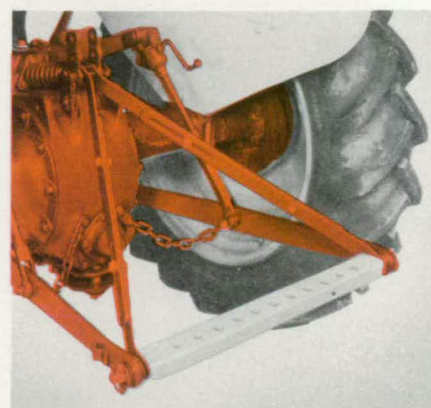
SAFETY STARTER

Six-volt push button type. Unless the tractor is in neutral this starter will not operate. No danger of starting the motor in gear and jamming the tractor's radiator into the end of the shed.



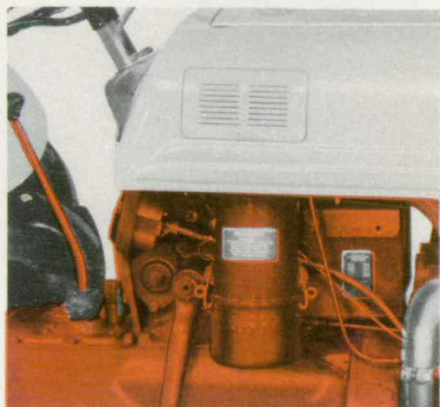
POWER TAKE-OFF

Operates power take-off driven rear attached and side mounted mowers, post hole digger, sprayers and dusters. Can be easily converted to drive A.S.A.E. standard power take-off driven implements.



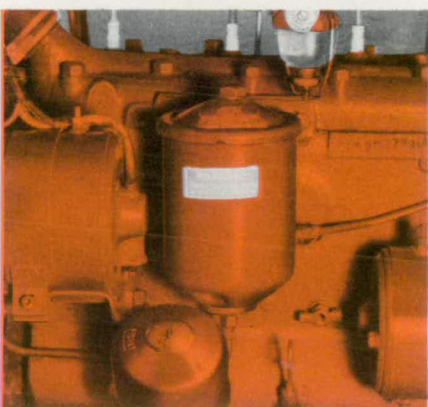
STANDARD DRAWBAR

Eleven holes in bar permit you to get correct line of draft. Clevis bracket under axle housing for attaching swinging drawbar and implements that are not designed to hitch to tractor linkage.



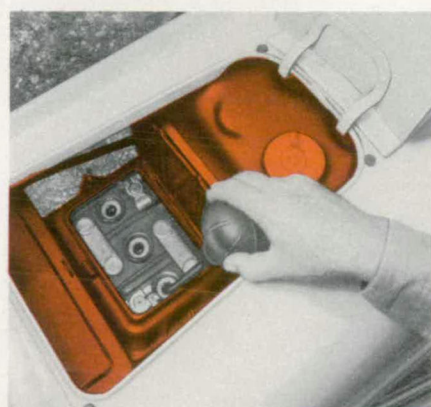
AIR CLEANER

This is the heavy-duty, time-tested oil bath type. Screened air intake is easily removed for cleaning. This cleaner with proper maintenance attention will do much to lengthen engine life.



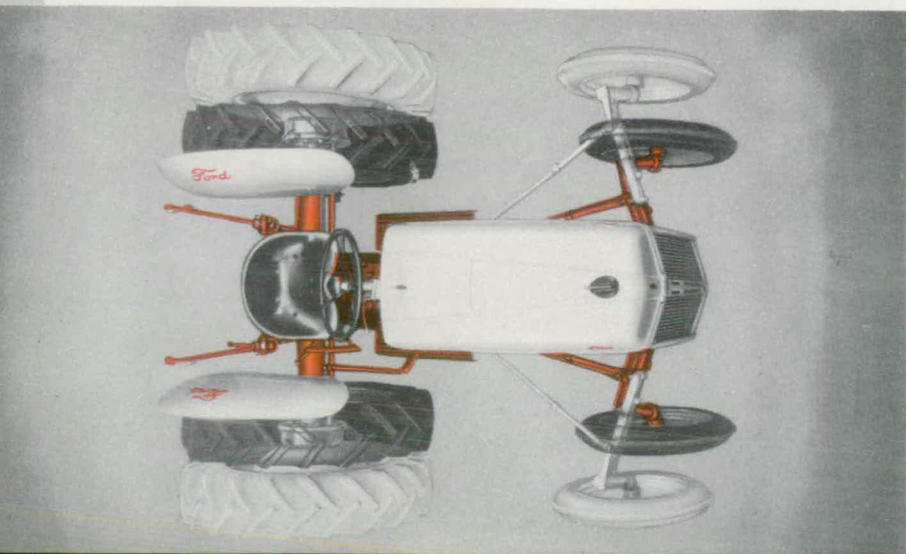
OIL FILTER

Here is another "insurance policy" that's standard equipment to help you keep all moving engine parts to their original close tolerances. This filter has a large capacity; cartridges are easy to replace.



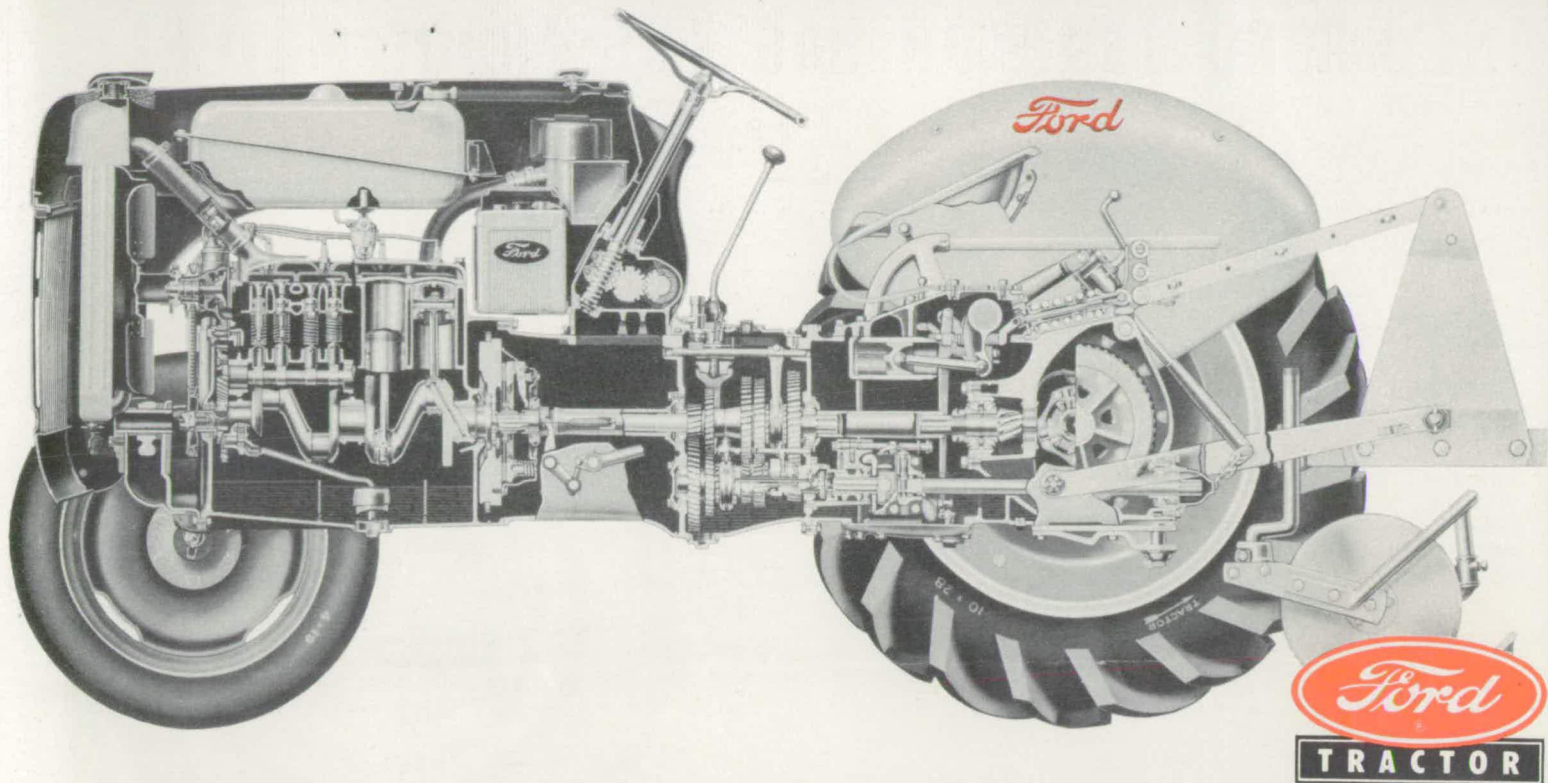
BATTERY

In the Ford Tractor this is not an "extra." You get plenty of capacity; 13 plates, 6-volt, 80 ampere hour type. Remarkably easy to check and service. . . just raise the access panel on the hood.



WHEEL SPACING

You get 4-wheel stability and the ease and accuracy of steering that only 4 wheels can give. You also have a range of wheel spacing to fit just about any row crop that's grown. Front and rear wheels can be spaced in four-inch steps from 48 to 76 inches! Wheels on one side can also be set wide while wheels on the opposite side are set narrow—a valuable feature for haymaking, hill-side and other work.



SPECIFICATIONS 8N FORD TRACTOR

REGULAR EQUIPMENT: Rubber tires, safety self-starter, internal hydraulic mechanism with constant draft and implement position control, battery, two-brush generator, voltage and current regulation, thermostat, oil gauge, ammeter, oil bath air cleaner, oil filter, adjustable drawbar, stay braces and top link, Proof-Meter, fenders, muffler.

ENGINE:

Type	"L" head
Cylinders	4
Compression ratio	6.5 to 1
Displacement	120 cu. in.
Bore	3 $\frac{3}{16}$ "
Stroke	3 $\frac{3}{4}$ "
Fuel	gasoline

CRANKSHAFT: Cast alloy, statically and dynamically balanced.
Bearing size:

Outer end bearings	2.25" x 1.6"
Middle bearing	2.25" x 1.66"

CONNECTING RODS:
 Forgings—crank pin pressure lubricated
 Bearing size—2.1" x 1.125"

PISTONS:
 Autothermic—aluminum alloy—cam ground—offset pin for added life.
 Piston rings— $\frac{3}{32}$ " top compression, chrome plated for long engine life
 — $\frac{3}{32}$ " second compression ring with light expander for quick break-in.
 — $\frac{3}{16}$ " oil ring.

PISTON PIN:
 Full floating, lubricated by continuous spray from bearings—size 2.85" x .75"

VALVES AND GUIDES:
 One-piece valve guides. Removable exhaust inserts. Neoprene seals on intake guides prevent crankcase oil entering combustion chamber.

COOLING SYSTEM:

Tube and fin type radiator with pressure type cap. Water pump is impeller type with pre-lubricated bearing. Water seal in pump is graphite against stainless steel which minimizes leakage, wear and rust. A slinger next to bearing prevents bearing damage if any leakage should develop.
 Fan diameter 15 $\frac{3}{4}$ "
 Pump cap. at 1500 r.p.m. 15.4 gal. per min.
 Coolant cap. 12 quarts

CARBURETOR:

Single updraft plain tube type of sturdy dust-proof construction equipped with accelerating well and economizer. Schebler, $\frac{1}{8}$ " adjustable.

FUEL TANK CAPACITY:

10 gallons total capacity; one gallon in reserve tank.

AIR CLEANER:

Oil bath with easily removable lower element for convenient cleaning.

GOVERNOR:

Centrifugal variable speed type.

ELECTRICAL SYSTEM:

Generator—two-brush type, rating at 1500 engine r.p.m. is 20 amps., capacity 142 watts.
 Regulator—voltage and current control.
 Ignition—automatic spark advance, side-mounted distributor.
 Safety Starter—regular equipment.
 Battery—80 ampere hour, 13 plates, 6-volt.

TRANSMISSION:

Constant mesh, four speeds forward.

ENGINE R.P.M.			
Speeds	1500	1750	2000
1st	2.77 m.p.h.	3.23 m.p.h.	3.69 m.p.h.
2nd	3.56 "	4.16 "	4.75 "
3rd	4.9 "	5.72 "	6.54 "
4th	10.23 "	11.93 "	13.64 "
Rev.	4.55 "	5.31 "	6.07 "

CLUTCH:

Single plate—semi-centrifugal—foot operated—9" diameter.

STEERING:

Highly efficient automotive type ball-nut gear gives low driver fatigue because of ease of operation and freedom from shock. Four-wheel design gives advantages of a compact tractor and row crop tractor.

FRONT WHEELS:

Standard with easy adjustment of tread, ranging from 48" to 76"—4.00 x 19 tires standard equipment.

REAR WHEELS:

Tread adjustment in 4" increments from 48" to 76"—10 x 28 tires.

BRAKES:

Internal expanding, individually or jointly operated with right foot.

Bonded lining.
 Thickness of lining 0.187"
 Width of lining 2.000"
 Length of lining 12.910"
 Total area of lining (two wheels) 103.23 sq. in.

HYDRAULIC PUMP:

Scotch yoke type with four pistons—internal mounting. Maximum pressure 1500 pounds per square inch. Delivers 2.85 gallons per minute at 2000 engine r.p.m.

OVER-ALL MEASUREMENTS:

Maximum Height	54.5"
Maximum Length	114.5"
Maximum Width at 48"	64 $\frac{3}{4}$ "
Maximum Width at 76"	86"

SHIPPING WEIGHT:

Approximately 2410 lbs.
 Design, Materials and/or Specifications are Subject to Change Without Notice and Without Liability Therefor.



All Dearborn Farm Equipment is designed and built to exceptionally high quality standards. Each implement is matched to the Ford Tractor; thoroughly tested by Dearborn Engineers. Whatever your implement needs, investigate Dearborn Implements first. See your nearby Ford Tractor dealer.

ONLY FORD TRACTOR HAS THE PROOF-METER...

that's why you can do a better job of controlling **POWER**

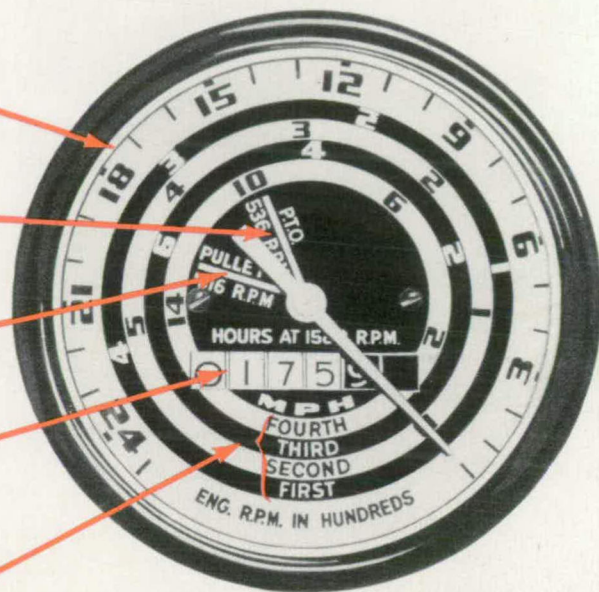
Right Engine Speed—Peak pulling performance and fuel economy are reached at an engine speed of around 1750 r.p.m. Proof-Meter tells you when you're at this speed —gives you proof that the Ford Tractor is operating at its most efficient speed.

Correct PTO Speed If you can't be sure the power take-off speed is right, you can never be sure that corn pickers, corn harvesters, mowers and other PTO operated machines are doing their best work. Proof-Meter tells you while moving under load!

Proper Belt Pulley Speed—Belt-driven machines work best and last longest when operated at the belt pulley speed specified by the engineers who designed them. Proof-Meter tells you when you're at that speed. No separate counter needed.

Proof of Hours Worked—Now you can know the Ford Tractor "Works More Hours—Saves More Hours." Invaluable for records! No more guesswork on when to service your Ford Tractor because the Proof-Meter indicates the number of hours worked.

Right Tractor Speed—In many field operations, such as mowing, raking, planting, etc., it is important to hit and hold the right tractor speed. With Proof-Meter, you can know—not guess—the speed that is right for best results on any job!



5 INSTRUMENTS IN 1

At a glance you can tell *engine speed*; tractor *travel speed* in any gear; standard *PTO shaft speed*; standard *belt pulley speed*; and *hours worked*. No guessing anymore!

Ford Farming

MEANS BETTER WORK ... MORE PRODUCTION

CASEY TRACTOR & EQUIPMENT CO.
1800 S. E. Union Avenue, - Fl. 5097
Portland 14, Oregon

NOTE NEW ADDRESS
1800 S. E. Union Ave.
Portland 14, Oregon
Fl. 5097

CASEY TRACTOR & EQUIPMENT CO.
1800 S.E. Union Avenue - Fl. 5097
Portland 14, Oregon



**SHERMAN
POWER DIGGER**

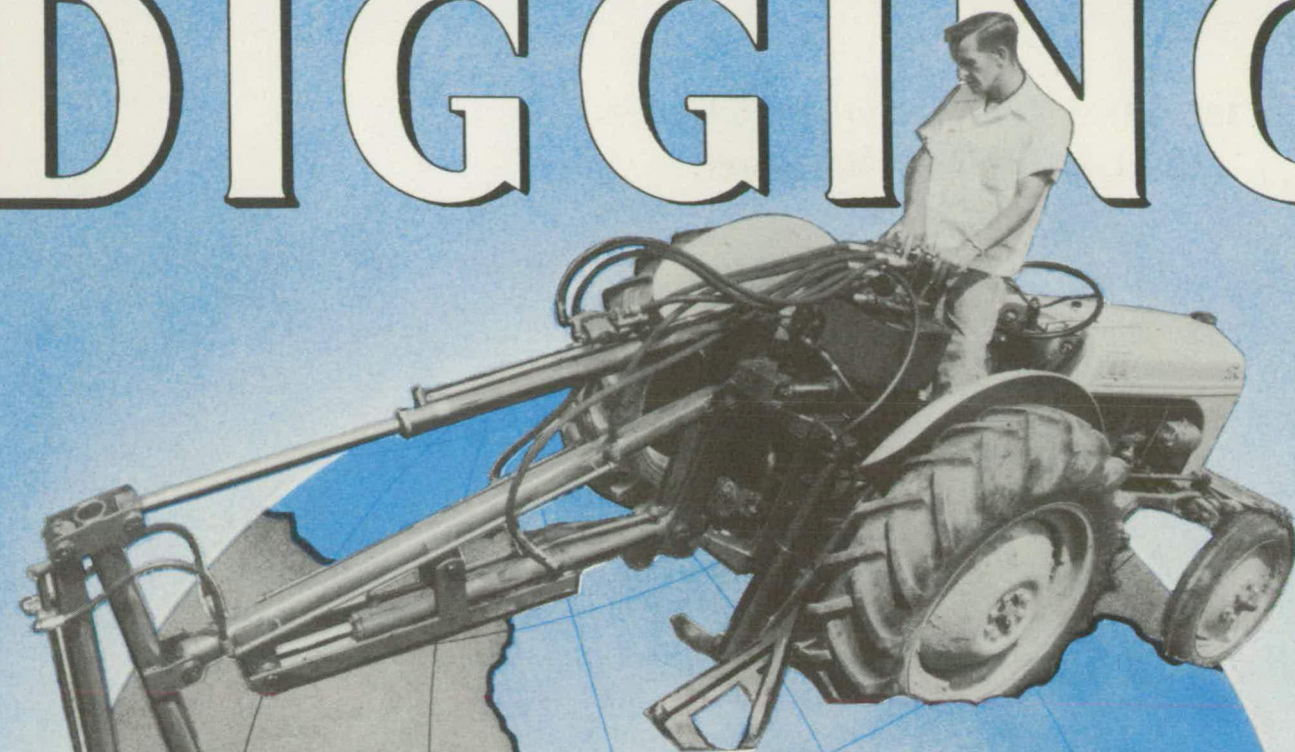
Designed, Engineered and Manufactured Jointly By
SHERMAN PRODUCTS, INC. • Royal Oak, Michigan
WAIN-ROY CORP. • Hubbardston, Massachusetts

Sold Exclusively By
SHERMAN PRODUCTS, INC.

PATENT NO. 2,303,852 OTHER PATENTS PENDING

CASEY TRACTOR & EQUIPMENT CO.
1800 S.E. Union Avenue - FL 5097
Portland 14, Oregon

DIGGING



HYDRAULICALLY

CASEY TRACTOR & EQUIPMENT CO.
1800 S.E. Union Avenue - FL 5097
Portland 14, Oregon

1800 CASEY TRACTOR & EQUIPMENT CO.
S. E. Union Avenue, - FL 5097
Portland 14, Oregon

SAVES MANPOWER

An Important Milestone in the Relentless Effort to Conserve Manpower.

Here is a new type of earth handling machine, completely controlled by simple time-tested hydraulics, that has proved itself over a period of two years in more than a thousand applications throughout the United States and Canada. Its light weight, yet rugged construction, low initial and operating costs combined with unmatched maneuverability and transportability, have made the Sherman All-Hydraulic Power Digger a practical labor-saving device in operations both large and small.

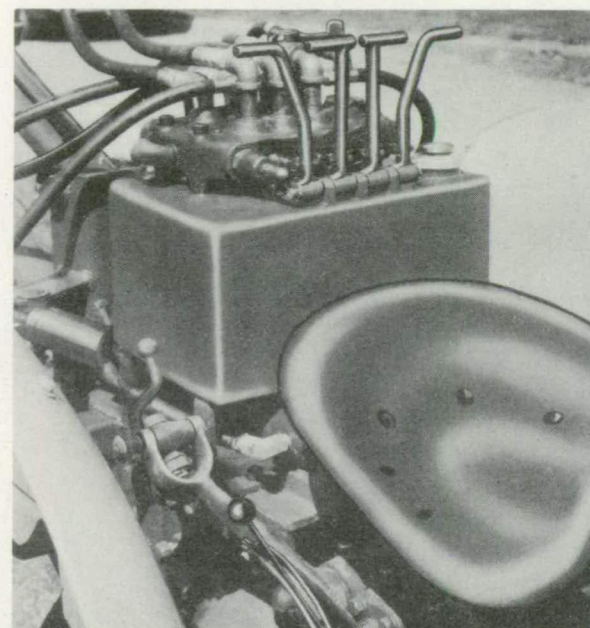
Immediate field acceptance of the Digger has naturally led to further development work.

It is, therefore, with understandable pride that we present herewith our latest addition to our line of digging and earth handling equipment.

W. B. Sherman



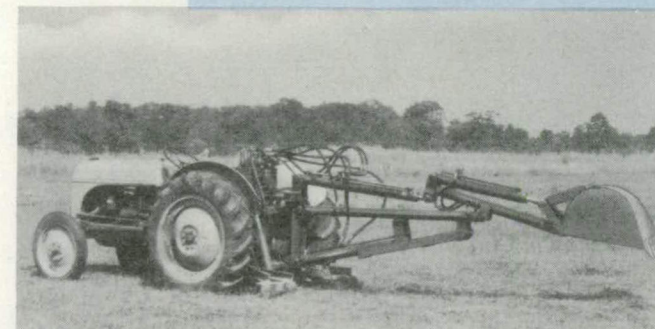
FEATURES AND DATA



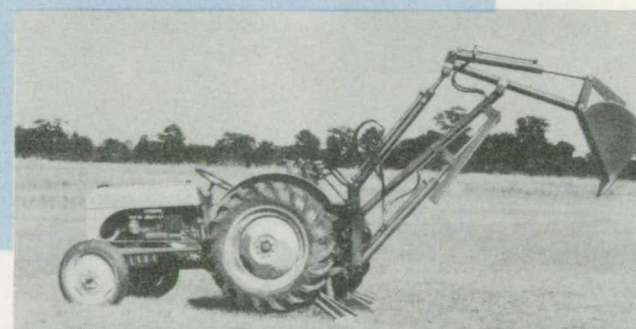
Six controls conveniently grouped



Shovel is hydraulically actuated



Digger reach behind tractor, 10 feet

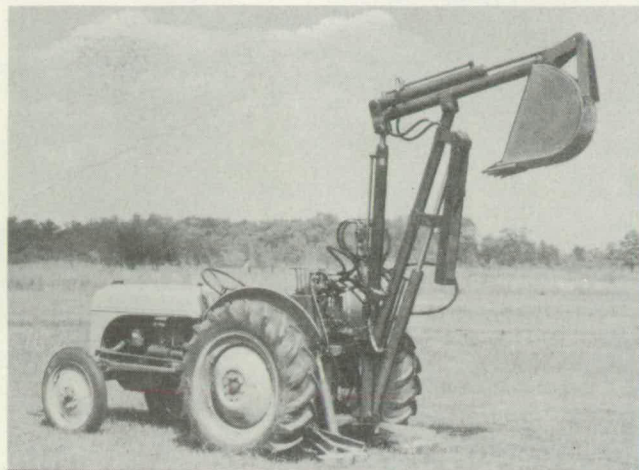


Stabilizer takes thrust, protects tractor

SPECIFICATIONS

Shovel reach below ground surface	8 feet
Digger reach behind tractor	10 feet
Swinging arc	140°
Trench width, standard digging shovel, single cut	18 inches
Digging shovel capacity	3.5 cu. feet
Loading shovel capacity	5 cu. feet
Weight of digger, approximate	1435 lbs.
Hydraulic system capacity, approximate	8 gal.
Relief valve setting	1100 P.S.I.
Loading clearance, digging shovel	7 feet
Loading clearance, loading shovel	10 feet

DIGGER FEATURES



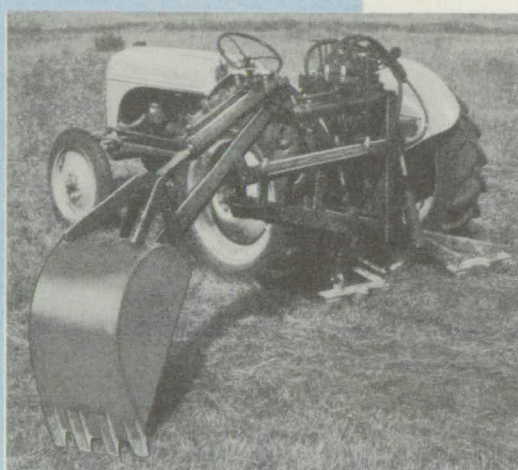
Loading clearance with back hoe, 7 feet



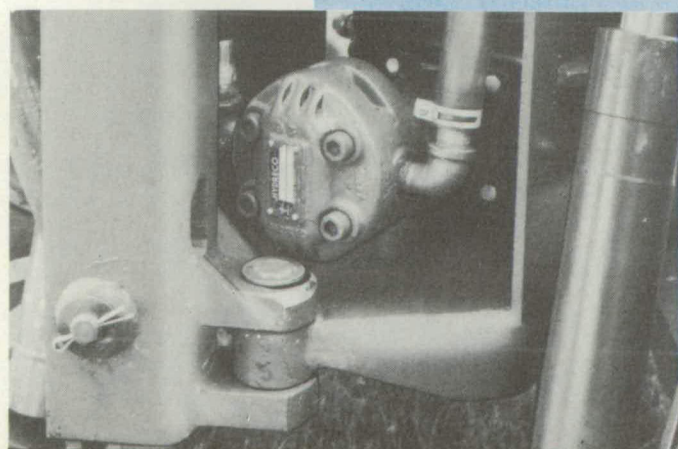
Loading clearance with loading shovel, 10 feet



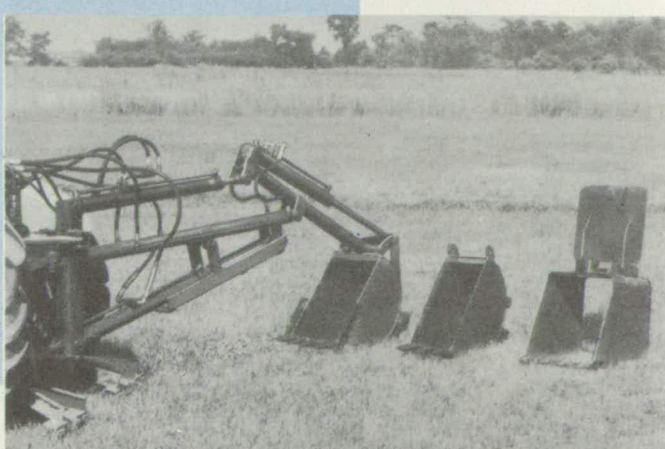
Maximum digging depth, 8 feet



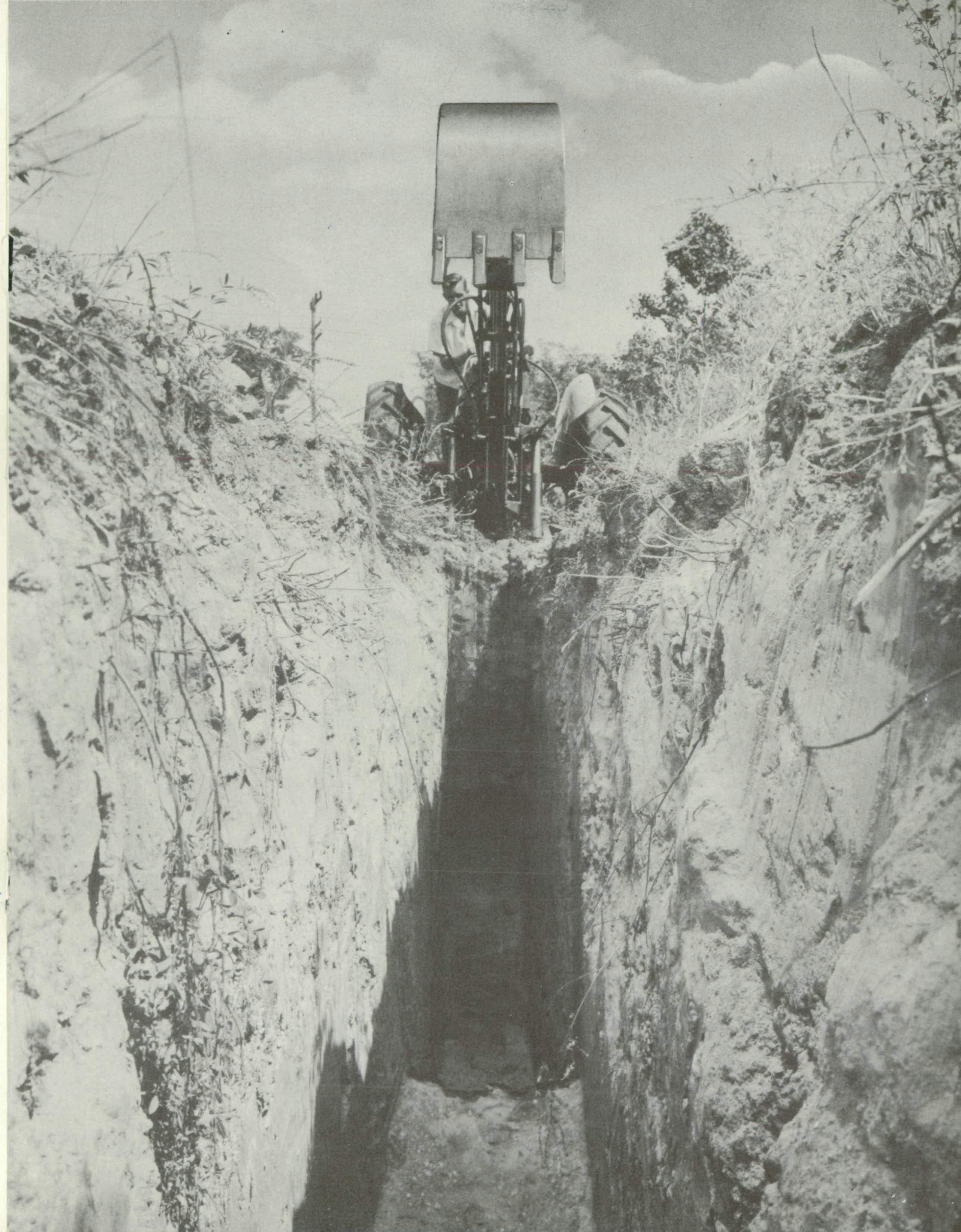
Swinging arc, 140 degrees



Independently mounted pump, flexible—
coupling driven



Standard 18 inch digging shovel, 12 inch
digging shovel, 21 inch loading shovel





Basement dug from four positions of tractor.

The digger takes grave digging in stride.



Digging and loading with back hoe bucket.

Trenching in clay with rocks and roots.



THE DIGGER AT WORK



Digging irregular shaped hole from one position.

Useful in any gravel pit — large or small.



Ample clearance for loading truck.

Quickly converted to power shovel by changing buckets.



Ample swing for piling dirt on either side.

Actuated bucket insures full load every time.



Transport position; up to 20 mph on the road.

Dumping shovel bucket, note clearance.

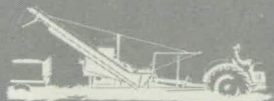


NOW!

FOR YOUR TRACTOR . . .

CASEY TRACTOR & EQUIPMENT CO.
1800 S.E. Union Avenue • FL 5097
Portland 14, Oregon

SHERMAN STEP-UP AND STEP-DOWN COMBINATION TRANSMISSION



Full-throttle power with standard PTO and ground speeds for PTO-operated harvesting machines.



2 gears below first for heavy work. Use intermediate gears to plow 2 more acres per day.



Run your engine at recommended speed, select the best gear and cultivate up to 14 more acres per day.



A right gear for light, average, or heavy going. Mow up to 10 more acres in a day. . .



Choice of 3 gear ratios: "Step-Down," Standard, "Step-Up." PTO speeds from 240 to 1231 RPM.

• 12 FORWARD GEARS—

Creeper to "Step-Up" high; a right gear for every job!

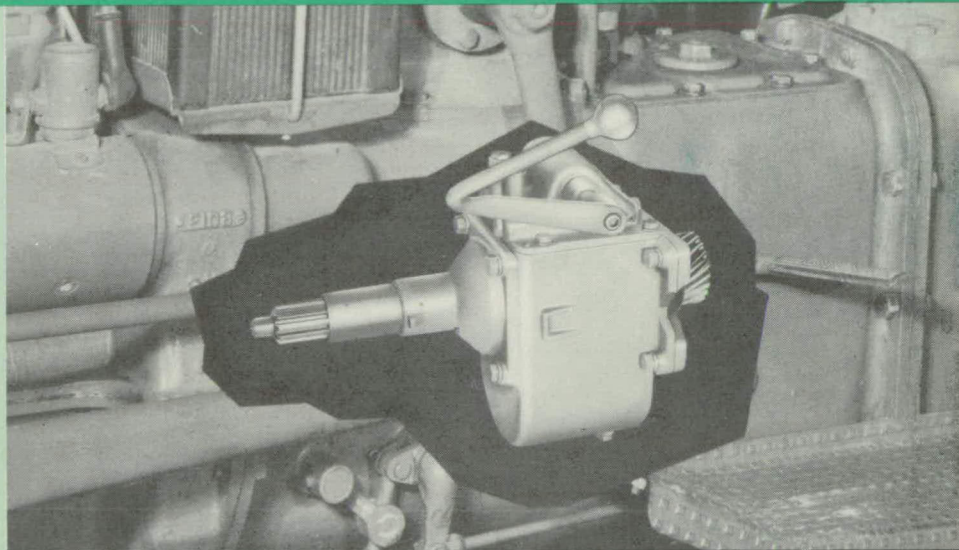
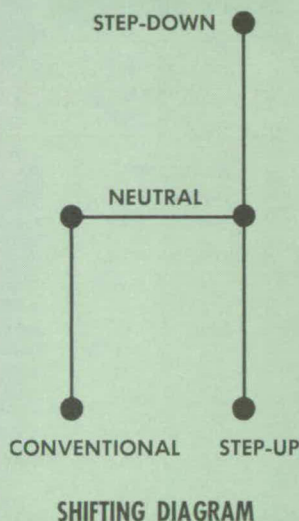
• 3 PTO SPEEDS—

ASAE standard PTO speed at 1/3 throttle, 1/2 throttle, or full throttle!

• 3 REVERSE GEARS—

Including a highly useful slow "Step-Down" reverse!

Gives older 3-speed tractors a total of 9 forward gears, plus same PTO and reverse-gear benefits.



MOUNTS INSIDE CLUTCH HOUSING—BECOMES A PART OF YOUR TRACTOR

FOR PERFORMANCE, DESIGN, CONSTRUCTION— *It's the* **SHERMAN COMBINATION TRANSMISSION!**

"From the standpoint of service to the owner, as well as by design and construction, the Sherman Combination Transmission is undoubtedly the finest tractor auxiliary Transmission ever built." This strong statement was sincerely made by Sherman engineers upon completion of exhaustive field and dynamometer tests. Their judgment has been proved by the success of the 100,000 Sherman Transmissions now in use.

With 12 working gears to select from, you work more acres in a day; you save gasoline, oil, engine wear, and time on every acre worked; you have improved traction. You handle heavy PTO jobs with ease, you have

unheard of flexibility on belt work. These facts are explained more fully on the other side of this sheet under "Operating Data."

All of the Sherman "know-how" and skill have gone into the "Combination." It is precision built to the same automotive standards as your tractor itself. Heat-treated, forged, alloy steel, helical gears are used throughout. Gears are splined to shaft, not keyed. All bearings are oversize, anti-friction type. Lubrication is positive. A patented oil slinger and return circulate the main transmission lubricant through the "Combination." Ask any of the 100,000 Sherman owners about Sherman quality.

AT YOUR FINGER TIPS . . .

FLEXIBILITY • POWER • OPERATING ECONOMY • TRACTION

. . . SEE OPERATING DATA ➔

SHERMAN STEP-UP AND STEP-DOWN COMBINATION TRANSMISSION

Operating Data . . .

HERE'S YOUR FULL RANGE OF WORKING GEARS AND PTO SPEEDS WITH THE "COMBINATION" IN YOUR MODERN 4-SPEED TRACTOR

GEAR	At 1000 RPM Engine Speed		At 1500 RPM Engine Speed		At 1750 RPM Engine Speed		At Full Throttle**	
	Ground Speed (MPH)	PTO Speed (RPM)	Ground Speed (MPH)	PTO Speed (RPM)	Ground Speed (MPH)	PTO Speed (RPM)	Ground Speed (MPH)	PTO Speed (RPM)
Step-Down 1st	1.22	240	1.83	360	2.13	420	2.77	545*
Step-Down 2nd	1.57	240	2.35	360	2.74	420	3.56	545*
Standard 1st	1.85	363	2.77	545*	3.23	636	4.19	823
Step-Down 3rd	2.16	240	3.24	360	3.78	420	4.90	545*
Standard 2nd	2.37	363	3.56	545*	4.15	636	5.38	823
Step-Up 1st	2.76	543*	4.14	815	4.83	951	6.26	1231
Standard 3rd	3.27	363	4.90	545*	5.72	636	7.40	823
Step-Up 2nd	3.55	543*	5.32	815	6.21	951	8.04	1231
Step-Down 4th	4.49	240	6.74	360	7.88	420	10.34	545*
Step-Up 3rd	4.88	543*	7.32	815	8.54	951	11.06	1231
Standard 4th	6.82	363	10.23	545*	11.93	636	15.47	823
Step-Up 4th	10.19	543*	15.29	815	17.84	951	23.12	1231
Step-Down Reverse	2.00	240	3.00	360	3.40	420	4.55	545*
Standard Reverse	3.03	363	4.55	545*	5.31	636	6.88	823
Step-Up Reverse	4.52	543*	6.80	815	7.67	951	10.27	1231

*ASAE standard PTO speed for PTO tools.

**Full-throttle speeds shown are at an engine speed of 2269 RPM which is well within the adjustable range of the governor. Engine speed as low as 2190 puts the "Step-Down" PTO speed within the ASAE standard range of 526 to 546 RPM.

HEAVY DRAFT WORK

Two "Step-Down" gears below standard low are ready to serve you when you have a "Combination" installed in your tractor. You can select "Step-Down" first and operate at full throttle at 2.77 mph. Horsepower is greatly increased (approximately 37 per cent) due to the increased engine speed and lower gear ratios. You can walk through tough bull-dozing jobs and other heavy-draft work that would stop you without the "Combination." Take advantage of untouched power in your tractor.

*If you do heavy draft work—
you need the "Combination!"*

GEAR	At 1000 RPM Engine Speed		At 1500 RPM Engine Speed		At 1750 RPM Engine Speed		At Full Throttle**	
	Ground Speed (MPH)	PTO Speed (RPM)	Ground Speed (MPH)	PTO Speed (RPM)	Ground Speed (MPH)	PTO Speed (RPM)	Ground Speed (MPH)	PTO Speed (RPM)
Step-Down 1st	1.18	240	1.78	360	2.07	420	2.69	545*
Step-Down 2nd	1.53	240	2.29	360	2.67	420	3.46	545*
Standard 1st	1.79	363	2.69	545*	3.14	636	4.07	825
Standard 2nd	2.31	363	3.46	545*	4.04	636	5.23	825
Step-Up 1st	2.68	543*	4.02	815	4.69	951	6.08	1233
Step-Up 2nd	3.44	543*	5.17	815	6.04	951	7.82	1233
Step-Down 3rd	3.53	240	5.29	360	6.17	420	8.01	545*
Standard 3rd	5.34	363	8.01	545*	9.34	636	12.12	825
Step-Up 3rd	7.98	543*	11.97	815	13.96	951	18.12	1233
Step-Down Reverse	1.27	240	1.90	360	2.22	420	2.88	545*
Standard Reverse	1.92	363	2.88	545*	3.36	636	4.36	825
Step-Up Reverse	2.87	543*	4.31	815	5.02	951	6.52	1233

*ASAE standard PTO speed for PTO tools.

**Full-throttle speeds shown are at an engine speed of 2269 RPM which is well within the adjustable range of the governor. Engine speed as low as 2190 puts the "Step-Down" PTO speed within the ASAE standard range of 526 to 546 RPM.

BETTER TRACTION—GREATER ECONOMY

With 8 additional gears to select from, you can match engine power to load on every field or hauling job you do—thus eliminating stalling or digging in. This gives you maximum traction. You also take full advantage of engine torque and thereby operate at highest economy. You work many more acres a day at substantial per-acre savings in gasoline, oil, and engine wear. The "Combination" pays for itself many times over.

*If you do field work—
you need the "Combination!"*

PTO OPERATED HARVESTING MACHINERY

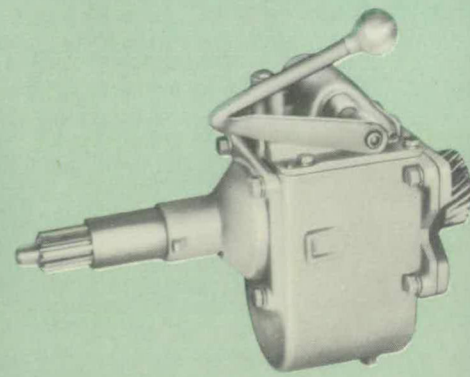
Ever stall when working a PTO-operated corn picker, combine, or other harvester? It's a real job unloading the machine to get operating again. With the "Combination" in your tractor you can operate at full throttle and still have the ASAE standard PTO speed and the right ground speed. Extra power, due to increased engine speed at lower gear ratios, lets you harvest heavy crops with ease. When mowing, you can use "Step-Up," standard, or "Step-Down." Choose the gear that best fits conditions on the job.

*If you operate PTO tools—
you need the "Combination!"*

BELT WORK

Absolute flexibility is yours with the "Combination." Choose any PTO speed you want, from 240 to 1231 rpm. Take your choice of three gear ratios. "Step-Down" gives you ASAE standard PTO speeds at full throttle; standard, at one-half throttle; "Step-Up," at one-third throttle. If you like, you can use an oversize driven pulley to increase belt grip and secure more belt momentum. Shift to secure normal engine speed and perfect governor action on almost any belt job.

*If you do belt work—
you need the "Combination!"*



SPECIFICATIONS

"Step-Down" ratio	1.513:1
Standard ratio	1:1
"Step-Up" ratio	1:1.495
Weight	54 lbs.
Oil capacity	2 pts.
Shimming provisions	Mounting-flange shims

HAVE AN OLDER 3-SPEED TRACTOR?

HERE ARE YOUR "COMBINATION" WORKING GEARS AND PTO SPEEDS.



© 1950

SHERMAN
STEP-UP AND STEP-DOWN
COMBINATION
TRANSMISSION

SEE YOUR DEALER TODAY
CASEY TRACTOR & EQUIPMENT CO.
1800 S.E. Union Avenue, Portland 14, Oregon
17 S.E. Union Avenue, Portland 14, Oregon
FL 5097

SHERMAN PRODUCTS INC.—ROYAL OAK, MICHIGAN

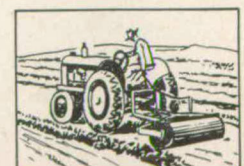
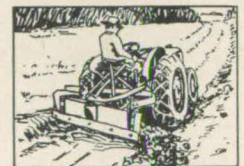
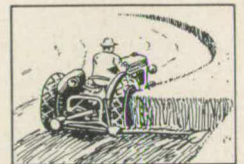
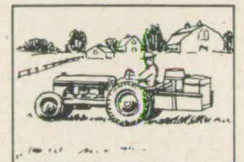
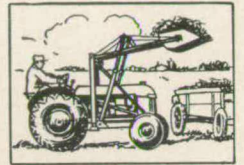
FORM SP 558

LITHO IN U.S.A.

THE NEW DOWDEN FOOT FEED

FOR FORD NO. 8N TRACTORS

For "HAND FREEDOM"
when operating
Hydraulic Attachments



Supplement your HAND
THROTTLE with the
DOWDEN FOOT FEED!
Easily installed —
Compact — Efficient —
Permits complete "Hand
Freedom" for operation of
Hydraulic attachments.
With DOWDEN you have
both the Hand Throttle
and Foot Feed. Order this
outstanding Tractor
improvement today!

Supplements! Does Not Replace Hand Throttle!

Farmers . . . contractors
. . . Ford Tractor owners
everywhere are enthusi-
astic about the new Dowden
Foot Feed—for three reasons.
First—it saves operating time.
Second—it cuts labor costs. Third
—it makes tractor work simple and
easier. The DOWDEN Foot Feed is
easy to install — requires no cutting,
fitting or redrilling of any holes. It is
designed to make the operating of a Ford
tractor even more economical and less tiring.

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1800 S.E. Union Avenue - Ft. 5097
Portland 14, Oregon

With the DOWDEN FOOT FEED your Ford Tractor is maneuverable and offers a tested unit guaranteed against mechanical or material defects for 90 days. Easily installed—Durable—A real Time Saver! Unit pays for itself. Make your tractor work a simple operation with the DOWDEN FOOT FEED FOR THE FORD TRACTOR. Thousands of advantages when using the DOWDEN FOOT FEED. See your dealer today!

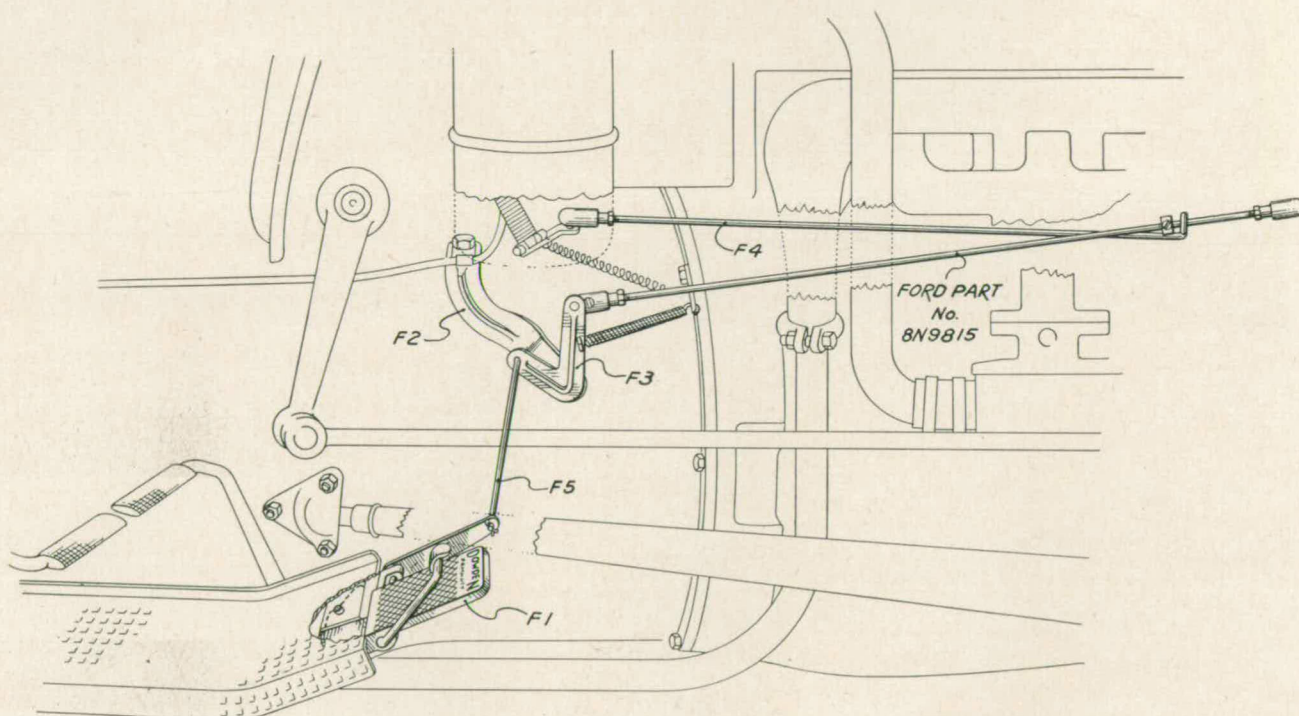
DOWDEN MANUFACTURING COMPANY

SINCE 1885

PRAIRIE CITY, IOWA

DOWDEN FOOT FEED

FOR FORD 8N TRACTORS



Instructions for Installation

1. Bolt foot pedal No. F1 to brace underneath Ford footboard.
2. Attach bracket No. F2 to tractor as shown in sketch.
3. Install rod No. F5 to connect No. F1 and No. F3, and hook Dowden spring to lug.
4. Remove Ford Part No. 8N9815 from tractor and remove spring socket and nut from one end.
5. Slip small collar, furnished with footfeed, onto rod No. 8N9815 but do not tighten set screw.
6. Place rod No. 8N9815 back on tractor but do not attach it at either end, simply place it back on the tractor. This rod must now be placed below the oil line elbow in the tractor block.
7. After No. 8N9815, with small collar on it, has been placed in its new position, slip the "Eye" of rod No. F4 over the end of rod No. 8N9815. Be sure No. F4 is in original position of No. 8N9815 behind oil line.
8. Replace nut and spring socket on No. 8N9815 and attach to governor arm and to No. F3.
9. Attach spring socket on No. F4 to hand throttle arm.
10. With hand throttle completely closed, slide small collar on No. 8N9815 against "eye" on No. F4 and tighten little set screw.

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Portland 14, Oregon

SOLD BY

CASEY TRACTOR & EQUIPMENT CO.
17 S. E. Union Avenue, Fl. 5097
Portland 14, Oregon



WAGNER MATERIAL BUCKET



(MATERIAL BUCKET SHOWN WITH THIRD ARM LOADER)



Model W3-2003



Material bucket is properly engineered and designed.

The upper lip on the material bucket prevents materials from falling back on to the tractor, when in a raised position.

Cutting blade is of high carbon plow steel giving maximum life and wear.

Material bucket is operated by the third cylinder, controlled by valve, and can be held in any position with a load during the operation.

Material bucket can be pitched so that it can be used for digging as well as for picking up loads from a level surface.

Raised height from the grade to the underside of material bucket is 9 feet 8 inches.

Material bucket can be fully dumped at any point while raising, or can be partially dumped at any point while raising or lowering.

Material bucket is attached to dipper stick by means of two heavy tempered pins, and the third cylinder is attached to the rear of the bucket which operates the bucket by means of a valve.

Patents and improvement patents applied for.

SPECIFICATIONS

Operated with third cylinder arm, controlled by valve.

Capacity: 10½ cubic feet.

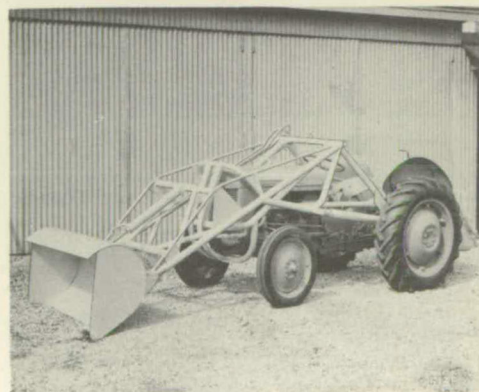
Width: 41¾ inches.

Clear height in up position: 10 feet 4 inches.

In dump position: 8 feet 7½ inches.

Bucket can be placed in pitched position to dig into ground.

Bucket can be held at any angle at all times. Capacity, live load: 1,500 lbs.



Fabricated By **A. F. WAGNER IRON WORKS**

1905 SOUTH FIRST STREET, MILWAUKEE 1, WIS. — Mitchell 5-4730

ESTABLISHED 1850

CASEY TRACTOR & EQUIPMENT CO.

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Portland 14, Oregon

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Portland 14, Oregon

9-T
McMinville

TRACTOR

11/27/52
and  Equipment
Co., Inc.

POSTOFFICE BOX 209 • McMinnville, Oregon • PHONE 2621

HAROLD W. HELLER, PRESIDENT-TREASURER
HAROLD D. EVERITT, VICE PRESIDENT-GENERAL MANAGER
LEROY B. ALBRIGHT, SECRETARY

1-Wagner front end loader, Model WM-3 with independent hydraulic system, third cylinder with material bucket of $10\frac{1}{2}$ cu. ft. capacity, clear height in up position 10'4", in dump position 8'7 $\frac{1}{2}$ ". Capacity live load 1500 lbs. \$662.00

Total weight of the above not less than 5400 lb.

Total. \$4713.50

The above equipment to be delivered at Newberg, Oregon not later than December 18, 1952. The bidder reserves the right to cancel this bid any time after 30 days.

Very truly yours,

Ermil G. Black

Ermil G. Black
Sales Department



McMinville

TRACTOR

and **Equipment Co., Inc.**



POSTOFFICE BOX 209 • McMinnville, Oregon • PHONE 2621

November 27, 1952

HAROLD W. HELLER, PRESIDENT-TREASURER
HAROLD D. EVERITT, VICE PRESIDENT-GENERAL MANAGER
LEROY B. ALBRIGHT, SECRETARY

To Whom It May Concern:

The following specifications and prices are hereby being submitted to the City Council of Newberg, Yamhill County, Oregon to be read and approved at the regular meeting on December 1, 1952 at 7:30 o'clock p.m., Pacific Standard Time.

- 1-1952 Model-8N Ford Tractor with Proofmeter, fenders, 4 cylinder motor, 120 cu. in. piston displacement, 5.50 x 16 front tires, 10 x 28 rear tires, wheels adjustable from 48" to 76", battery, drawbar and safety starter, 23.2 drawbar H.P. 27.3, belt H.P., hand and foot throttle, front wheel weights not less than 210 lbs. Foot brake pedals to be so located as to be possible of operation with the right foot, and heat indicator. \$1680.85
- 1-Standard Four speed transmission with Sherman Combination Transmission, under and overdrive to provide twelve forward speeds, three reverse speeds and three power take off speeds. . . \$138.00
- 1-Sherman DeLuxe Digger hydraulically controlled with boom swing of 140 degrees, digging of not less than 8 feet below ground surface; Digger reach behind tractor of 10 ft., 18" standard digging shovel, 3.5 cu. ft. capacity, Loading Height 7 ft. Hydraulic system to be equipped with special relief valves, special orifices in boom swing lines for the safety of the operator, tractor and digger. \$2232.65



McMinnville

TRACTOR

and **Equipment Co., Inc.**



POSTOFFICE BOX 209 • McMinnville, Oregon • PHONE 2621

November 25, 1952

HAROLD W. HELLER, PRESIDENT-TREASURER
HAROLD D. EVERITT, VICE PRESIDENT-GENERAL MANAGER
LEROY B. ALBRIGHT, SECRETARY

City Council of Newberg
Yamhill County
Newberg, Oregon

Gentlemen:

We at McMinnville Tractor and Equipment Co., Inc. wish to express our thanks for the consideration you have shown us in submitting specifications for bid of tractor and equipment to be used in city operations.

We feel that the bid we have presented is a fair and just bid. The services that can be rendered to the City of Newberg by a dealer servicing this local area we believe should be taken into consideration in the approval of the enclosed bid.

We feel that we have one of the finest shops in Yamhill County, staffed with factory-trained mechanics. Therefore we believe that we would be in a position to render first-class service to any of our equipment in the field.

Again we wish to express our appreciation for your consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Harold D. Everitt".

Harold D. Everitt

HDE:er



8-8

11/28/52

212 North River Street
Newberg, Oregon
November 28, 1952

Newberg City Council
% Tom Beatty, City Recorder
Newberg, Oregon

Gentlemen:

The Newberg Pre-School Association wishes to thank you for your cooperation in the repair of the concrete troughs and the drinking fountain at the library building. These repairs were made very promptly and are greatly appreciated by the teacher and the twenty-four children who have each personally tested the fountain.

We are happy to report that we are now able to finance a sidewalk to be constructed when the weather permits.

The assistance of the city council has been invaluable and we sincerely thank you for your help and direction in placing our problems in the hands of the proper authorities.

Very truly yours,

Therelle Yockey
Secretary
Newberg Pre-School Association

8-m
12/1/52

CITY OF NEWBERG
DEPARTMENT OF POLICE

Clayton J. Tomlin, Chief

NEWBERG, OREGON - PHONE 5101

December 1, 1952.

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

Gentlemen:

I herewith tender my resignation to you
as a Police Officer for the City of Newberg, effective
this date.

I have enjoyed my work here in that capacity,
but feel it is to the best interests of myself and my
family to make this change.

Respectfully,

Jesse McCullough

Jesse McCullough

8-c

CITY OF NEWBERG

12/2/52

NEWBERG, OREGON

December 2, 1952

The Honorable Mayor and Council
of the City of Newberg, Oregon.

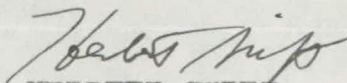
Gentlemen:

Under the provisions of Section 12 of the Newberg City Charter all officers of the City other than the Mayor and the Councilmen must be appointed and may be removed by the Mayor with the consent of the Council. The Charter intentionally provides no term for such officers.

Pursuant thereto all of the present incumbents of appointive offices applied therefor two years ago to the first Council elected after the Charter amendment in August, 1950. It is my opinion that an incoming Mayor and Council should have this matter brought to their attention so that they will act affirmatively thereon in accordance with their wishes. I have discussed the foregoing with Mr. Tom Beaty, present City Recorder, and he concurs with my view and has undertaken to advise the remaining appointive officers.

In accordance with the foregoing, I hereby apply for appointment to the position of City Attorney of the City of Newberg, Oregon. I shall endeavor to serve the City to the best of my ability as in the past.

Yours very truly,


HERBERT SWIFT
City Attorney

HS:eo

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, December 1, 1952, 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 Ford tractor equipped with combination digger and loader. Specifications for said vehicle and said bid are as follows:

1952 Model—8N Ford Tractor with Proofmeter, fenders, 4 cylinder motor, 120 cu. in. piston displacement, 5.50 x 16 front tires, 10 x 28 rear tires, wheels adjustable from 48" to 76", Battery, Drawbar and safety starter, 23.2 drawbar H. P. 27.3 belt H. P., Hand and foot throttle, front wheel weights not less than 210 lb. Foot brake pedals to be so located as to be possible of operation with the right foot.

Standard Four speed transmission with Sherman Combination Transmission, under and overdrive to provide twelve forward speeds, three reverse speeds and three power take off speeds.

To be equipped with Sherman Deluxe Digger hydraulically controlled with boom swing of 140°, digging of not less than 8 ft. below ground surface; Digger reach behind tractor of 10 ft., 18" standard digging shovel, 3.5 cu. ft. capacity, Loading Height 7 ft. Hydraulic system to be equipped with special relief valves, special orifices in boom swing lines for the safety of the operator, tractor and digger.

Wagner front end Loader, Model WM-3 with independent hydraulic system, third cylinder with material bucket of 10½ cu. ft. capacity, clear height in up position 10'4", in dump position 8'7½". Capacity live load 1500 lb.

Total weight of the above not less than 5400 lb.

Vehicle to be delivered by bidder at Newberg, Oregon. Bidders shall specify date of delivery.

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, December 1, 1952. 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
Date of first publication: November 6, 1952.
Date of last publication: November 20, 1952

12/5/52

AFFIDAVIT OF PUBLICATION

STATE OF OREGON, COUNTY OF YAMHILL—ss.

I, King Cady

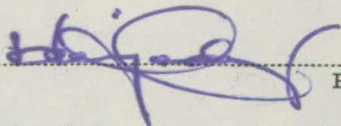
being first duly sworn, depose and say that I am the publisher of the Newberg Graphic, a newspaper of general circulation, as defined by Secs. 1-509, 1-5-10, Oregon Code; printed and published at Newberg in the aforesaid county and state; that the

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:

Nov. 6, Nov. 13 and Nov. 20,

1952.



Publisher.

Subscribed and sworn to before me this

5th day of December, 1952

Janis E. Sander

Notary Public for Oregon.

(My Commission expires Jan 7, 1956)

INVITATION TO BIDS

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Standard Four speed transmission with Sherman Combination Transmission, under and overdrive to provide twelve forward speeds, three reverse speeds and three power take off speeds.

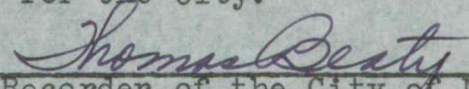
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Recorder of the City of Newberg

Date of first publication: November 6, 1952.

Date of last publication: November 20, 1952.

9-7
12/19/52

A G R E E M E N T

THIS AGREEMENT made and entered into this 19 day of December, 1952, by and between Newberg Rural Fire Protection District of Yamhill County, Oregon, hereinafter referred to as the "DISTRICT", and the City of Newberg, a municipal corporation of the State of Oregon, situated in Yamhill County, Oregon, hereinafter referred to as the "CITY";

W I T N E S S E T H :

THAT WHEREAS the District is a duly organized and existing fire protection district of the State of Oregon, organized under the provisions of Chapter 30, Title 99, O. C. L. A. ; and

WHEREAS the District includes within its boundaries certain areas and territories adjacent to the City; and

WHEREAS said District was formed for the purpose of providing fire protection for its inhabitants and said District has no fire fighting equipment or personnel; and

WHEREAS the City has a duly organized and existing volunteer fire department and owns and uses certain fire fighting equipment and apparatus suitable and acceptable to the District for the purpose of rendering fire protection therein; and

WHEREAS the District is desirous of entering into an agreement with the City for the purpose of providing fire protection within said District and the City is likewise desirous of entering into an agreement to provide such fire protection;

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, including the promises and agreements hereinafter contained, the parties hereto do hereby agree:

1. The City agrees that said volunteer fire department, or such other fire department as the City may then have, with the equipment and apparatus appertaining thereto, shall answer calls for all fires within the District during the period of time covered hereby, said calls to be made directly to the fire department or the fire marshal of the City. PROVIDED,

HOWEVER, that the City shall at all times reserve and hold within said City one unit of motorized fire fighting equipment. IT IS UNDERSTOOD that the City shall provide fire fighting personnel accompanying motorized equipment of not less than five men per unit. PROVIDED FURTHER that in the event that the City should find it impossible to properly man such fire equipment when called for use in said District from the volunteer fire department of the City, then and in that event the District shall have the right to man equipment available hereunder for a District call from such personnel as the District may be able to secure and who are satisfactory to the fire marshal of the City of Newberg.

2. IT IS FURTHER AGREED that in the event of fire outside the District, threatening property within the District, the City shall provide fire fighting protection to property within the District as hereinabove provided.

3. The City further agrees to keep its fire fighting equipment in good repair and to furnish all gasoline and oil and all other necessary supplies therefor and to keep said equipment in readiness to answer all calls from the District, subject to the provisions hereof.

4. IT IS FURTHER UNDERSTOOD AND AGREED that this agreement shall be effective as of January 1, 1953, and shall continue and be in full force and effect for a period of five (5) years from said last mentioned date, subject to revision as hereinafter provided.

5. In consideration of such fire fighting protection furnished by said City, the District hereby promises and agrees to pay to the City the following sums of money, to-wit:

A sum equal to the total amount received by said District from a tax levy of 3 mills on all taxable property within the District in each of the first two years of the term of this agreement.

A sum equal to the total amount received by said District from a tax levy of 2½ mills on all taxable property within the District in the third year of the term of this agreement.

A sum equal to the total amount received by said District from a tax levy of 2 mills on all taxable property within the District in each of the last two years of the term of this agreement.

The District agrees to levy a tax of not less than the millage last herein-

above specified in and for each of the years covered by the term hereof and to pay to the City the amounts due it as hereinabove set forth on all tax payments and returns received by the District, whether received during the term hereof or thereafter. IT IS UNDERSTOOD AND AGREED that the consideration payable to the City by the District as in this paragraph set forth shall be subject to revision after the first year of the term hereof in the manner hereinafter in this agreement set forth.

6. All notices to the City hereunder shall be delivered to the City Recorder, City Hall, Newberg, Oregon. All notices to the District shall be delivered to the secretary of the District. The District agrees to keep the City advised of the name and address of said secretary at all times.

7. IT IS UNDERSTOOD AND AGREED that the City shall utilize such equipment as it now owns or may hereafter acquire for the purpose of carrying out this agreement and that the District shall have no right of ownership or possession of such equipment.

8. IT IS FURTHER UNDERSTOOD AND AGREED that in the event of war, strikes, invasion or other public disturbance or catastrophe the fire marshal of the City of Newberg, or his deputy, shall determine what equipment and personnel shall be kept and/or used within the City and what equipment and personnel shall be used within the District and that his decisions shall not be controlled by the restrictions hereinabove set forth. Said fire marshal, or his deputy, shall also determine all matters of method and procedure in the use of personnel and equipment of the City within the District.

9. The City further agrees to purchase not less than one additional unit of motorized equipment as soon as funds are available therefor and the City further agrees that such additional equipment shall be satisfactory to the Oregon State Board of Underwriters for use as rural fire protection equipment.

10. The City further agrees that all funds derived by the City from this agreement shall be used and expended by the City for fire protection purposes.

11. IT IS FURTHER UNDERSTOOD AND AGREED that the members of the Board of Directors of the District have examined and approved the fire fighting equipment of the City for use by the District hereunder, subject however to the provisions hereinabove contained regarding an addition thereto.

12. The District further promises and agrees to levy the taxes hereinabove specified promptly and regularly in accordance with the requirements hereof and of the laws of the State of Oregon, and in the event that the District fails to make such levies aforesaid or to pay the sums hereinabove provided, promptly in accordance herewith, then and in either of such events, the City shall have the right and privilege at its option to bring the necessary proceedings to compel such levy by the District, or to compel compliance by the District with this agreement, or to cancel and terminate this agreement upon thirty (30) days written notice to the District and in the event that this agreement is so cancelled by reason of the default of the District, said District shall forfeit all rights and privileges hereunder and the City shall have the right to bring such action, suit or other proceeding as it shall deem necessary to enforce any of the provisions hereof, including the collection of delinquent payments.

13. The City further reserves the right to use such fire fighting personnel and equipment as may be necessary to comply with existing agreements for fire protection of individuals and organizations outside of the City and/or the District and to provide additional fire protection within or outside of the District in the future so long as such additional protection does not interfere with fire protection within the District hereunder.

14. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the rate and amount of the payments to be made hereunder by the District to the City shall be subject to reconsideration and revision annually on and after the first day of January beginning January 1, 1954. Either party to this agreement shall have the right to call for such reconsideration and revision by written notice to the other party, delivered not later than 30 days prior to the first day of January. Upon receipt

of such notice, the parties shall jointly reconsider such payments and each party agrees to furnish the other party a full and complete accounting and report of all matters of costs and expenses relative to the performance of this agreement and also all other pertinent information relevant, necessary or desirable in arriving at a just and equitable figure to be paid to the City by the District. The parties shall then proceed to determine whether the millage rate provided by this agreement for the following year or years of the term hereof shall be revised and changed or shall remain as provided herein. The final determination of such revision hereunder shall be completed not later than January 15 of any year.

IN WITNESS WHEREOF the City of Newberg has caused its name to be signed and its corporate seal to be affixed hereto by the Mayor and Recorder of said City pursuant to a resolution duly passed by the Council, and the Newberg Rural Fire Protection District has caused its name to be signed by its president and secretary-treasurer pursuant to a resolution duly passed and approved by the Board of Directors of said District, all as of the 19 day of December, 1952.

CITY OF NEWBERG, a municipal
corporation of the State of Oregon

Attest:

Thomas Beatty
Recorder

By Norman Nester
Mayor

Newberg Rural Fire Protection
District, a duly formed rural
fire protection district of the
State of Oregon,

By _____
President

By _____
Secretary-Treasurer

9-18

12/19/52

A G R E E M E N T

THIS AGREEMENT made and entered into this 19 day of December, 1952, by and between Newberg Rural Fire Protection District of Yamhill County, Oregon, hereinafter referred to as the "DISTRICT", and the City of Newberg, a municipal corporation of the State of Oregon, situated in Yamhill County, Oregon, hereinafter referred to as the "CITY";

W I T N E S S E T H :

THAT WHEREAS the District is a duly organized and existing fire protection district of the State of Oregon, organized under the provisions of Chapter 30, Title 99, O. C. L. A. ; and

WHEREAS the District includes within its boundaries certain areas and territories adjacent to the City; and

WHEREAS said District was formed for the purpose of providing fire protection for its inhabitants and said District has no fire fighting equipment or personnel; and

WHEREAS the City has a duly organized and existing volunteer fire department and owns and uses certain fire fighting equipment and apparatus suitable and acceptable to the District for the purpose of rendering fire protection therein; and

WHEREAS the District is desirous of entering into an agreement with the City for the purpose of providing fire protection within said District and the City is likewise desirous of entering into an agreement to provide such fire protection;

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, including the promises and agreements hereinafter contained, the parties hereto do hereby agree:

1. The City agrees that said volunteer fire department, or such other fire department as the City may then have, with the equipment and apparatus appertaining thereto, shall answer calls for all fires within the District during the period of time covered hereby, said calls to be made directly to the fire department or the fire marshal of the City. PROVIDED,

HOWEVER, that the City shall at all times reserve and hold within said City one unit of motorized fire fighting equipment. IT IS UNDERSTOOD that the City shall provide fire fighting personnel accompanying motorized equipment of not less than five men per unit. PROVIDED FURTHER that in the event that the City should find it impossible to properly man such fire equipment when called for use in said District from the volunteer fire department of the City, then and in that event the District shall have the right to man equipment available hereunder for a District call from such personnel as the District may be able to secure and who are satisfactory to the fire marshal of the City of Newberg.

2. IT IS FURTHER AGREED that in the event of fire outside the District, threatening property within the District, the City shall provide fire fighting protection to property within the District as hereinabove provided.

3. The City further agrees to keep its fire fighting equipment in good repair and to furnish all gasoline and oil and all other necessary supplies therefor and to keep said equipment in readiness to answer all calls from the District, subject to the provisions hereof.

4. IT IS FURTHER UNDERSTOOD AND AGREED that this agreement shall be effective as of January 1, 1953, and shall continue and be in full force and effect for a period of five (5) years from said last mentioned date, subject to revision as hereinafter provided.

5. In consideration of such fire fighting protection furnished by said City, the District hereby promises and agrees to pay to the City the following sums of money, to-wit:

A sum equal to the total amount received by said District from a tax levy of 3 mills on all taxable property within the District in each of the first two years of the term of this agreement.

A sum equal to the total amount received by said District from a tax levy of 2½ mills on all taxable property within the District in the third year of the term of this agreement.

A sum equal to the total amount received by said District from a tax levy of 2 mills on all taxable property within the District in each of the last two years of the term of this agreement.

The District agrees to levy a tax of not less than the millage last herein-

above specified in and for each of the years covered by the term hereof and to pay to the City the amounts due it as hereinabove set forth on all tax payments and returns received by the District, whether received during the term hereof or thereafter. IT IS UNDERSTOOD AND AGREED that the consideration payable to the City by the District as in this paragraph set forth shall be subject to revision after the first year of the term hereof in the manner hereinafter in this agreement set forth.

6. All notices to the City hereunder shall be delivered to the City Recorder, City Hall, Newberg, Oregon. All notices to the District shall be delivered to the secretary of the District. The District agrees to keep the City advised of the name and address of said secretary at all times.

7. IT IS UNDERSTOOD AND AGREED that the City shall utilize such equipment as it now owns or may hereafter acquire for the purpose of carrying out this agreement and that the District shall have no right of ownership or possession of such equipment.

8. IT IS FURTHER UNDERSTOOD AND AGREED that in the event of war, strikes, invasion or other public disturbance or catastrophe the fire marshal of the City of Newberg, or his deputy, shall determine what equipment and personnel shall be kept and/or used within the City and what equipment and personnel shall be used within the District and that his decisions shall not be controlled by the restrictions hereinabove set forth. Said fire marshal, or his deputy, shall also determine all matters of method and procedure in the use of personnel and equipment of the City within the District.

9. The City further agrees to purchase not less than one additional unit of motorized equipment as soon as funds are available therefor and the City further agrees that such additional equipment shall be satisfactory to the Oregon State Board of Underwriters for use as rural fire protection equipment.

10. The City further agrees that all funds derived by the City from this agreement shall be used and expended by the City for fire protection purposes.

11. IT IS FURTHER UNDERSTOOD AND AGREED that the members of the Board of Directors of the District have examined and approved the fire fighting equipment of the City for use by the District hereunder, subject however to the provisions hereinabove contained regarding an addition thereto.

12. The District further promises and agrees to levy the taxes hereinabove specified promptly and regularly in accordance with the requirements hereof and of the laws of the State of Oregon, and in the event that the District fails to make such levies aforesaid or to pay the sums hereinabove provided, promptly in accordance herewith, then and in either of such events, the City shall have the right and privilege at its option to bring the necessary proceedings to compel such levy by the District, or to compel compliance by the District with this agreement, or to cancel and terminate this agreement upon thirty (30) days written notice to the District and in the event that this agreement is so cancelled by reason of the default of the District, said District shall forfeit all rights and privileges hereunder and the City shall have the right to bring such action, suit or other proceeding as it shall deem necessary to enforce any of the provisions hereof, including the collection of delinquent payments.

13. The City further reserves the right to use such fire fighting personnel and equipment as may be necessary to comply with existing agreements for fire protection of individuals and organizations outside of the City and/or the District and to provide additional fire protection within or outside of the District in the future so long as such additional protection does not interfere with fire protection within the District hereunder.

14. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the rate and amount of the payments to be made hereunder by the District to the City shall be subject to reconsideration and revision annually on and after the first day of January beginning January 1, 1954. Either party to this agreement shall have the right to call for such reconsideration and revision by written notice to the other party, delivered not later than 30 days prior to the first day of January. Upon receipt

of such notice, the parties shall jointly reconsider such payments and each party agrees to furnish the other party a full and complete accounting and report of all matters of costs and expenses relative to the performance of this agreement and also all other pertinent information relevant, necessary or desirable in arriving at a just and equitable figure to be paid to the City by the District. The parties shall then proceed to determine whether the millage rate provided by this agreement for the following year or years of the term hereof shall be revised and changed or shall remain as provided herein. The final determination of such revision hereunder shall be completed not later than January 15 of any year.

IN WITNESS WHEREOF the City of Newberg has caused its name to be signed and its corporate seal to be affixed hereto by the Mayor and Recorder of said City pursuant to a resolution duly passed by the Council, and the Newberg Rural Fire Protection District has caused its name to be signed by its president and secretary-treasurer pursuant to a resolution duly passed and approved by the Board of Directors of said District, all as of the 19 day of December, 1952.

CITY OF NEWBERG, a municipal corporation of the State of Oregon

Attest:

Thomas Beatty
Recorder

By Homer Hester
Mayor

Newberg Rural Fire Protection District, a duly formed rural fire protection district of the State of Oregon,

By _____
President

By _____
Secretary-Treasurer

9-1

12/19/52

A G R E E M E N T

THIS AGREEMENT made and entered into this 19 day of December, 1952, by and between Newberg Rural Fire Protection District of Yamhill County, Oregon, hereinafter referred to as the "DISTRICT", and the City of Newberg, a municipal corporation of the State of Oregon, situated in Yamhill County, Oregon, hereinafter referred to as the "CITY";

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WHEREAS the District is desirous of entering into an agreement with the City for the purpose of providing fire protection within said District and the City is likewise desirous of entering into an agreement to provide such fire protection;

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, including the promises and agreements hereinafter contained, the parties hereto do hereby agree:

1. The City agrees that said volunteer fire department, or such other fire department as the City may then have, with the equipment and apparatus appertaining thereto, shall answer calls for all fires within the District during the period of time covered hereby, said calls to be made directly to the fire department or the fire marshal of the City. PROVIDED,

HOWEVER, that the City shall at all times reserve and hold within said City one unit of motorized fire fighting equipment. IT IS UNDERSTOOD that the City shall provide fire fighting personnel accompanying motorized equipment of not less than five men per unit. PROVIDED FURTHER that in the event that the City should find it impossible to properly man such fire equipment when called for use in said District from the volunteer fire department of the City, then and in that event the District shall have the right to man equipment available hereunder for a District call from such personnel as the District may be able to secure and who are satisfactory to the fire marshal of the City of Newberg.

2. IT IS FURTHER AGREED that in the event of fire outside the District, threatening property within the District, the City shall provide fire fighting protection to property within the District as hereinabove provided.

3. The City further agrees to keep its fire fighting equipment in good repair and to furnish all gasoline and oil and all other necessary supplies therefor and to keep said equipment in readiness to answer all calls from the District, subject to the provisions hereof.

4. IT IS FURTHER UNDERSTOOD AND AGREED that this agreement shall be effective as of January 1, 1953, and shall continue and be in full force and effect for a period of five (5) years from said last mentioned date, subject to revision as hereinafter provided.

5. In consideration of such fire fighting protection furnished by said City, the District hereby promises and agrees to pay to the City the following sums of money, to-wit:

A sum equal to the total amount received by said District from a tax levy of 3 mills on all taxable property within the District in each of the first two years of the term of this agreement.

A sum equal to the total amount received by said District from a tax levy of $2\frac{1}{2}$ mills on all taxable property within the District in the third year of the term of this agreement.

A sum equal to the total amount received by said District from a tax levy of 2 mills on all taxable property within the District in each of the last two years of the term of this agreement.

The District agrees to levy a tax of not less than the millage last herein-

above specified in and for each of the years covered by the term hereof and to pay to the City the amounts due it as hereinabove set forth on all tax payments and returns received by the District, whether received during the term hereof or thereafter. IT IS UNDERSTOOD AND AGREED that the consideration payable to the City by the District as in this paragraph set forth shall be subject to revision after the first year of the term hereof in the manner hereinafter in this agreement set forth.

6. All notices to the City hereunder shall be delivered to the City Recorder, City Hall, Newberg, Oregon. All notices to the District shall be delivered to the secretary of the District. The District agrees to keep the City advised of the name and address of said secretary at all times.

7. IT IS UNDERSTOOD AND AGREED that the City shall utilize such equipment as it now owns or may hereafter acquire for the purpose of carrying out this agreement and that the District shall have no right of ownership or possession of such equipment.

8. IT IS FURTHER UNDERSTOOD AND AGREED that in the event of war, strikes, invasion or other public disturbance or catastrophe the fire marshal of the City of Newberg, or his deputy, shall determine what equipment and personnel shall be kept and/or used within the City and what equipment and personnel shall be used within the District and that his decisions shall not be controlled by the restrictions hereinabove set forth. Said fire marshal, or his deputy, shall also determine all matters of method and procedure in the use of personnel and equipment of the City within the District.

9. The City further agrees to purchase not less than one additional unit of motorized equipment as soon as funds are available therefor and the City further agrees that such additional equipment shall be satisfactory to the Oregon State Board of Underwriters for use as rural fire protection equipment.

10. The City further agrees that all funds derived by the City from this agreement shall be used and expended by the City for fire protection purposes.

11. IT IS FURTHER UNDERSTOOD AND AGREED that the members of the Board of Directors of the District have examined and approved the fire fighting equipment of the City for use by the District hereunder, subject however to the provisions hereinabove contained regarding an addition thereto.

12. The District further promises and agrees to levy the taxes hereinabove specified promptly and regularly in accordance with the requirements hereof and of the laws of the State of Oregon, and in the event that the District fails to make such levys aforesaid or to pay the sums hereinabove provided, promptly in accordance herewith, then and in either of such events, the City shall have the right and privilege at its option to bring the necessary proceedings to compel such levy by the District, or to compel compliance by the District with this agreement, or to cancel and terminate this agreement upon thirty (30) days written notice to the District and in the event that this agreement is so cancelled by reason of the default of the District, said District shall forfeit all rights and privileges hereunder and the City shall have the right to bring such action, suit or other proceeding as it shall deem necessary to enforce any of the provisions hereof, including the collection of delinquent payments.

13. The City further reserves the right to use such fire fighting personnel and equipment as may be necessary to comply with existing agreements for fire protection of individuals and organizations outside of the City and/or the District and to provide additional fire protection within or outside of the District in the future so long as such additional protection does not interfere with fire protection within the District hereunder.

14. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the rate and amount of the payments to be made hereunder by the District to the City shall be subject to reconsideration and revision annually on and after the first day of January beginning January 1, 1954. Either party to this agreement shall have the right to call for such reconsideration and revision by written notice to the other party, delivered not later than 30 days prior to the first day of January. Upon receipt

of such notice, the parties shall jointly reconsider such payments and each party agrees to furnish the other party a full and complete accounting and report of all matters of costs and expenses relative to the performance of this agreement and also all other pertinent information relevant, necessary or desirable in arriving at a just and equitable figure to be paid to the City by the District. The parties shall then proceed to determine whether the millage rate provided by this agreement for the following year or years of the term hereof shall be revised and changed or shall remain as provided herein. The final determination of such revision hereunder shall be completed not later than January 15 of any year.

IN WITNESS WHEREOF the City of Newberg has caused its name to be signed and its corporate seal to be affixed hereto by the Mayor and Recorder of said City pursuant to a resolution duly passed by the Council, and the Newberg Rural Fire Protection District has caused its name to be signed by its president and secretary-treasurer pursuant to a resolution duly passed and approved by the Board of Directors of said District, all as of the 19 day of December, 1952.

CITY OF NEWBERG, a municipal
corporation of the State of Oregon

Attest:

Thomas Beatty
Recorder

By Homer Hester
Mayor

Newberg Rural Fire Protection
District, a duly formed rural
fire protection district of the
State of Oregon,

By L. Plews
President

By Victor Rues
Secretary-Treasurer

8c

1907. N. Main Street
Newberg Oregon.

12/19/52

December. 19, 1952.

Mrs. Mayor City Council.
Newberg Ore.

Gentlemen;

I hereby request
to be reappointed as
Building Inspector for
the City of Newberg, for the
coming two years term.

If my service in the
past, has been satisfactory.

Yours truly

Oscar Bakken

A.B.

8-c

12/26/52

NEWBERG FIRE DEPARTMENT

Newberg, Oregon

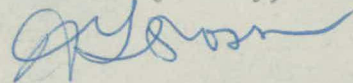
December 26, 1952

Mr. Tom Beaty
City Recorder
Newberg, Oregon

Dear Mr. Beaty:

The Newberg Fire Department would like to recommend to the City Council to appoint Zim Ellis as their fire chief for the year 1953.

Yours very truly,



H. G. Rosen
Secretary-Treas.