

READ the first time and ordered published at a meeting of the Commission held on December 11, 1956 and to come up for second reading and final passage at a meeting of the Commission to be held on the 2nd day of January, 1957 at the hour of 8:00 o'clock p.m.

ZELLA BOWERS
City Recorder

It was moved by Helzer, seconded by Laurs that the following renewal liquor applications be approved:

Ayes: Long, Helzer, Laurs Nays: None.

Orville E. White	W. B. Mart	Type PB
Crab Pot		Type PA
Mt. Pleasant Grocery		Type PA
O'Hara's Inn		Type RA

There being no further business the meeting adjourned.

City Recorder

Oregon City, Oregon, January 2, 1957

REGULAR MEETING

The regular meeting of the City Commission was held on the above date in the Commission Chambers at City Hall at 8:00 P.M.

Roll call showed the following present:

C. George Helzer, Mayor	Robert Clute, Manager
Peter Laurs, Commissioner	Zella Bowers, Recorder
Merle Brown, Commissioner	Alden Miller, Attorney

The minutes of the previous meeting were read and approved.

First business was to swear in the new City Commissioner, Merle Brown. In accordance therewith Zella Bowers, City Recorder, took charge of the meeting. She administered the oath of office to Merle Brown and presented him with his certificate.

Next business was the nomination for Mayor for 1957. Commissioner Laurs nominated George Helzer as Mayor and moved that the nominations cease, seconded by Brown. Secret Ballot showed two votes for Helzer, and one vote for Laurs. Helzer was elected Mayor for 1957.

Ayes: Helzer, Laurs, Brown. Nays: None.

Next business was the nomination of President of the City Commission. Helzer nominated Commissioner Laurs and moved that nominations cease, Brown seconded the motion. On Secret Ballot, two votes were for Laurs, one for Brown. Laurs was elected President of the Commission for 1957.

Ayes: Helzer, Laurs, Brown. Nays: None.

Ordinance No. 1433 was presented next. It was moved by Laurs, seconded by Brown that Ordinance No. 1433 be passed on second reading.

On roll call: Helzer, aye; Laurs, aye; Brown, aye.

In accordance with the forgoing Ordinance, the Commission read a letter from Ralph Guynes and wife in which they stated their desire that the City and they exchange deeds on the properties involved so that each can have a clear title. It was moved by Laurs, seconded by Brown that the City accept the proposition and instructed the City Attorney to take appropriate action.

Ayes: Helzer, Laurs, Brown. Nays: None.

Permission was requested to purchase a Commission Proceedings book in the amount of approximately \$300. It was moved by Laurs, seconded by Brown that the Manager purchase said book.

Ayes: Helzer, Laurs, Brown. Nays: None.

The Manager requested permission to call for bids for gasoline and fuel oil for the coming year. It was moved by Laurs, seconded by Brown that permission be granted.

Ayes: Helzer, Laurs, Brown.

Nays: None.

The hearing was heard on Ordinance No. 1434. No objectors were present. It was moved by Laurs, seconded by Brown that Ordinance No. 1434 be passed on first reading.

Ayes: Helzer, Laurs, Brown,

Nays: None.

ORDINANCE NO. 1434

AN ORDINANCE ANNEXING A PART OF THE EZRA FISHER D.L.C. IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON, AS HEREIN MORE SPECIFICALLY DESCRIBED.

OREGON CITY DOES ORDAIN AS FOLLOWS:

Section 1. The Commission of Oregon City, Oregon having heretofore, by Ordinance No. 1432 duly passed and approved on the 5th day of December, 1956, dispensed with submitting the question of the annexation of the territory hereinafter described to the registered voters of Oregon City, Oregon, and having heretofore, by said Ordinance, fixed the 2nd day of January, 1957, at 8:00 P.M. as the time for hearing at which time the registered voters of said City might appear and be heard on the question of said annexation before it, and all required notices relating to such hearing having heretofore been published and posted as required by the provisions of O.R.S. 222.120, and the public hearing having been had by the Commission of Oregon City pursuant to such notices and no registered voters of Oregon City, Oregon, appearing at said hearing who protested said annexation, and the sole owners of record of the territory to be hereby annexed having heretofore, and on October 18, 1956, given and filed their written consent to said annexation to and with the City Recorder of Oregon City, Oregon, IT IS HEREBY DECLARED AND PROCLAIMED that the following described territory, to-wit:

Part of the Ezra Fisher D.L.C. in the County of Clackamas and State of Oregon, described as follows:

The westerly 950 feet of the following described tract, said westerly 950 feet to be cut off by a line parallel with Division Street.

Beginning at a granite stone 18 x 12 x 10 inches marked "A" on the west of said Fisher Claim north 0° 38' East 23.15 chains from the Southwest corner of said D.L.C.; thence South 87° 15' East 51.25 chains to the line between husband's and wife's halves of said D.L.C.; thence North on said line 8.75 chains; thence North 85° 51' West 51.25 chains to the West line of said D.L.C. 30 chains, South 0° 38' West on said West line 10 chains to the point of beginning, save and except a certain road about 30 feet wide heretofore conveyed to James Fee, et al.

(from the Northwest
corner of said D.L.C. at a
granit stone 12 x 9 x 8
inches marked "G.H.A.";)
(thence South 0° West)

being territory contiguous to the present boundaries of Oregon City, Oregon, be and the same is hereby annexed to Oregon City, Oregon.

Section 2. The City Recorder of Oregon City, Oregon, be and she is hereby directed to make and submit to the Secretary of State of the State of Oregon a copy of this Ordinance, a copy of the written consent of the owners of all of the territory annexed, and a copy of the Ordinance of Oregon City, Oregon, being Ordinance No. 1432, declaring that no election is required in said City, and to transmit further copies of said documents to the County Assessor, the County Clerk, and the County Surveyor of the County of Clackamas, State of Oregon.

Section 3. The effective date of the annexation hereinabove declared and proclaimed shall be the date upon which the documents referred to in Section 2 of this ordinance shall have been filed with the Secretary of State of the State of Oregon.

Read first time and ordered published at a regular meeting of the Commission held on the 2nd day of January, 1957, and to come up for second reading and final passage at a regular meeting of the Commission to be held on the 6th day of February, 1957, at the hour of 8:00 P.M.

ZELLA BOWERS
City Recorder

Wrecker's license was presented for John Christensen as Christensen Auto Wrecker on Molalla Avenue. It was moved by Laurs, seconded by Brown that said license be granted.

Ayes: Helzer, Laurs, Brown.

Nays: None.

The Manager presented the plans for the Cemetery residence to the Commission. It was moved by Laurs, seconded by Brown that the Commission approve the Plan No. 12731A and to include a fire place.

Ayes: Helzer, Laurs, Brown.

Nays: None.

A letter from the Oregon City Fisherman's Club was presented for renewal for one year of their right to tie up on the River front back of the Court House. It was moved by Brown, seconded by Laurs that permission be granted for one year with the understanding that the float be subject to public use.

Ayes: Helzer, Laurs, Brown.

Nays: None.

The proposed Safeway sewer agreement was presented. In connection therewith it was moved by Laurs, seconded by Brown that the agreement be approved.

Ayes: Helzer, Laurs, Brown.

Nays: None.

THIS AGREEMENT made and entered into this 8th day of January, 1957, by and between

Oregon City, a municipal corporation of the State of Oregon, Party of the first part, and

Safeway Stores, Incorporated, a Maryland Corporation, Party of the Second part, hereinafter

referred to as Safeway, witnesseth:

That whereas Oregon City has constructed a sewage treatment plant on a portion of its property at the confluence of the Willamette River and the Clackamas River, and

WHEREAS said sewage treatment plant has a capacity in excess of the present requirements of Oregon City for the use thereof, and

WHEREAS Safeway desires to connect its sanitary sewerage system with Oregon City's sewage treatment plant and treat the same thereat, now therefore

In consideration of the mutual covenants and agreements, terms and conditions hereinafter set forth, the parties hereto do hereby agree, each with the other as follows:

1. Oregon City, subject to the terms, conditions and provisions hereof, agrees to receive unto its sewage treatment plant at said plant, sewage from the sanitary sewerage system of Safeway at a maximum rate of 900 gallons per minute, and to treat such sewage in the same manner as it shall treat sewage from Oregon City.
2. For the services stated in Paragraph 1, Safeway agrees to make payment as follows:
 - (a) Safeway agrees to pay Oregon City annually in advance the lump sum of \$1,350.00 per year, the payment of which fee (plus semi-annual payments outlined hereafter) shall entitle Safeway to rights to the treatment of sewage up to a maximum rate of 900 gallons per minute. This sum shall be due and payable upon completion of the Safeway sewerage facilities and each year thereafter.
 - (b) In addition, Safeway agrees to pay Oregon City semi-annually, upon receipt of statement from Oregon City, the sum of \$15.00 per 1,000,000 gallons of sewage treated, unless said semi-annual payments are re-negotiated as hereinafter set forth. The first semi-annual payment shall be due and payable six months from the date upon which Safeway waste first enters the Oregon City plant and each six month period thereafter.
3. It is understood and agreed and it is a condition of this agreement that,
 - (a) Safeway will at its own cost and expense provide the connection with the Oregon City Sewage Treatment plant and install the appropriate valves and devices at its pumping plant for shredding its sewage and shall maintain and operate the same in good working order.

(b) Safeway shall impose and enforce the same regulations on its users as to the character of sewage to be accepted into the sewer system as are now, or in the future may be, imposed upon the sewer users of Oregon City.

(c) Safeway shall not permit anyone to connect to its sewer system without the written consent of Oregon City and any connections permitted shall be under such terms and conditions as determined by Oregon City.

4. Oregon City agrees to perform and carry out the terms and provisions hereof and treat the sewage received from Safeway in the same manner as its and other sewage delivered thereto and in good faith, operate its treatment plant to the end that all sewage delivered thereto shall be treated so as to fully comply with all the requirements of law and the regulations of the Oregon State Sanitary Authority and other State Agencies having jurisdiction thereof, and further agrees that all proper officials of Safeway shall have access to said plant and the meter and meter records at all times. If the Oregon State Sanitary Authority requires secondary treatment of Oregon City's sewage then the rates may be adjusted to reflect the additional cost to Oregon City. Oregon City also reserves the right to require Safeway to adjust the PH of their wastes and/or screen their wastes if in the opinion of Oregon City these may be required.

5. In the event that Oregon City shall, on account of the act or negligence of Safeway or because of breakage or damage to plant equipment or facilities, vandalism, war, riot, or invasion, defect in sewage treatment plant by fire or other casualty, government restriction, regulations or prohibition, strikes, inability to procure supplies, material or labor, patent infringement, weather, Act of God, or causes beyond its control, be unable to comply with any of the provisions hereof, wholly or in part, Oregon City shall not be held liable to Safeway for any loss, damage, or any breach of this agreement on account thereof.

6. The term of this agreement shall be for twenty-five years, with the option to re-negotiate at the end of that time for another agreement. The amounts of the annual fee and the semi-annual payments, however, under this agreement shall be re-negotiated on the 5th, 10th, 15th and 20th year hereafter.

7. In the event that Safeway shall fail to connect to the Oregon City Sewage treatment plant by August 1, 1958, then this agreement shall be deemed ineffective for any purpose and not binding upon either of the parties hereto.

8. In the event Safeway shall fail or neglect to make payment to Oregon City on any amounts payable, at the times and as herein provided, and such default shall continue for 90 days after the payment date thereof, and also in the event Safeway shall be in default herein for its failure or neglect to perform, or observe or comply with any of the other terms and provisions hereof to be performed, observed or complied with by it, and such default shall continue for 30 days after written notice thereof given by Oregon City to Safeway, then and in any such events Oregon City may, at its option, declare this agreement terminated and at an end.

IN WITNESS WHEREOF the parties hereto have executed this agreement in their respective names and under their corporate seals by their respective duly authorized Mayor and Recorder

of Oregon City, and President and Secretary of Safeway, the day and year first above written.

OREGON CITY, A Municipal Corporation

By C. George Helzer, Mayor (signed)

OREGON CITY, A Municipal Corporation

By Zella Bowers, Recorder (Signed)

SAFEWAY STORES INCORPORATED, A MARYLAND CORPORATION

By _____
President

SAFEWAY STORES INCORPORATED, A MARYLAND CORPORATION

BY _____
Secretary

The name of Lynn Johnson was presented for re-appointment for the Library Board for a 4-year term. It was moved by Laurs, seconded by Brown that Lynn Johnson be appointed to the Library Board for a term of 4 years.

Ayes: Helzer, Laurs, Brown.

Nays: None.

The Manager presented the request of County Fire Zone No. 2 to dispense with the fee of \$25 for radio service. It was brought out during discussion that the City furnishes housing for equipment and men for Zone 2 and also the City flüsher is used during the summer for grass fires. After discussion it was moved by Laurs, seconded by Brown that the request be denied.

Ayes: Helzer, Laurs, Brown.

Nays: None.

The following street lights were presented for installation for 1957: Brighton & Odgen Drive, Ella Street & Linn Avenue, Barclay Avenue & Cherry Avenue. It was moved by Brown, seconded by Laurs that the foregoing street light requests be approved and that they be installed.

Ayes: Helzer, Laurs, Brown.

Nays: None.

The Manager read a letter from the Library Board thanking the City for the re-decorating done in the Library.

Ray Rilance of the firm Holman, Hankins & Rilance was present. Mr. Rilance requested that the City Commission give consideration to once a month billing for all Cemetery charges. It was brought out that the present ordinance called for cash payment on all burial charges. The City Commission agreed to take the request under advisement. The Manager stated that he would make a cemetery survey to determine practices in other areas.

There being no further business the meeting adjourned.

City Recorder

Oregon City, Oregon, February 6, 1957.

REGULAR MEETING

The Regular meeting of the City Commission was held on the above date in the Commission Chambers at City Hall at 8:00 P.M.

Roll call showed the following present:

C. George Helzer, Mayor
Pete Laurs, Commissioner
Merle Brown, Commissioner

Robert Clute, City Manager
Alden E. Miller, City Attorney
Zella Bowers, City Recorder

The minutes of the previous meeting were read and approved.

In the matter of a bargain and sale deed to J. R. Guynes and Margaret Ann Guynes, his wife, the following resolution was read and upon motion was adopted and passed:

Ayes: Helzer, Laurs, Brown

Nays: None.