

Oregon City, Oregon, March 11, 1953

ADJOURNED REGULAR MEETING

The City Commission met in adjourned regular session on the above date in the office of the City Manager at the City Hall at 1:00 o'clock P.M.

Roll call showed the following present:

Richard W. Long, Mayor
George Helzer, Commissioner
Alden Miller, City Attorney
Robert A. Finlayson, City Manager
Zella Bowers, City Recorder

The minutes of the previous meeting was read and approved.

The report of the Treasurer was read and approved.

The report of the City Manager was read and upon motion ordered filed.

The City Recorder's Report of Claims against the City for the month of February, 1953 was read and upon motion warrants ordered drawn for the amounts shown therein.

Ayes: Long, Helzer

Nays: None

Cyrus R. Nims	Planning Technician	169.46
C. R. McGee	Auditor	38.75
Glen MacDonald	Police Chief	333.17
C. D. Newman	Police Captain	316.98
Wm. T. Allen	Sgt.	256.85
Stanley Orzechowski	"	267.17
John Williams	"	248.10
Giles Greenwood	Patrolman	224.70
Robert Chester	"	257.35
V. L. Flynn	"	242.20
Harold Young	"	221.03
George Hammond	"	240.31
Wm. W. Nichols	"	301.65
Kenneth Blodgett	Reserve	89.96
J. Lyle	"	10.53
Celestia Nickles	Secretary	50.05
Roscoe V. Locke	Fire Chief	290.55
Harold Koenig	Asst. Chief	240.43
Eldon Lankins	Fire Captian	244.51
L. E. Fisher	"	220.45
Hayden O'Brien	Fire Hoseman	217.68
George Mead	"	216.90
Duane O'Brien	"	281.19
Carl Hass, Jr.	"	250.50
D. Bradford	Reserve	6.93
C. Bebo	"	8.91
L. Carlisle	"	2.97
A. Westwood	"	10.89
H. Kylo	"	15.84
R. House	"	19.80
J. Fisher	"	5.94
R. Crawford	"	5.94
Ed Fisher	"	7.92
J. Brazney	"	5.94
F. Flynn	"	1.98
H. Nunn	"	9.90
C. Lorentz	"	5.94
G. Bentz	"	1.98
M. Simpson	"	3.96
Wm. Brunell	"	1.98
C. Rice	"	3.96
J. Sturgis	"	5.94
Kenneth Kerr	Recreation Director	271.11
Celestis Nickles	" Secretary	46.25
John Rayl	Recreation	10.39
Arnold Thomas	"	39.60
John Miller	"	14.22
Paul Kelsay	"	11.88
Charles Elliott	"	4.95

Charles Cowley	Elevator	190.40
George C. Day	"	192.60
E. Dale Jacobs	"	154.62
C. H. Taylor	"	53.40
H. C. King	"	63.36
Alden E. Miller	Attorney	141.20
Gizella Webster	" Secretary	49.50
Robert A. Finlayson	City Manager	310.00
Zella Bowers	Recorder-Treasurer	170.00
Wm. Hammond	Municipal Judge	178.20
S. J. Estes	Janitor	79.20
Chris Strohmeier	Engineer	378.09
John Eaden	Street Dept. Flusher	247.42
Ferrell Heater	Street Supt.	286.61
Elmer Chambers	Flusher	258.26
Frank Depretto	Street	210.24
Morris Dunwoodie	"	250.52
Robert Peterson	"	216.56
Fred Watson	"	233.66
Edward Closson	"	59.40
Edward Closson	Cemetery - II	204.85
E. A. Hanson	Street	229.15
Thomas Gable	"	220.95
John Emanuel	"	232.45
Elton Hammoack	"	222.40
Howard Watson	"	240.66
William Peter Erickson	"	241.65
Ervin O. Lundin	"	259.85
Robert A. Finlayson	"	100.00
Kenneth Brandt	Cemetery	233.96
Victor Carlson	"	248.31
George Edwards	"	246.00
Roy Pendley	"	244.60
A. R. Brandt	"	223.93
Walter Brandt	"	247.94
Robert A. Finlayson	"	25.00
Eldon Lankins	Building - IV	164.32
L. E. Fisher	"	114.67
C. H. Taylor	"	187.11
K. W. Blodgett	"	111.19
V. L. Flynn	"	11.70
First National Bank	Federal withholding tax-I	1,318.80
First National Bank	Federal withholding tax-II	150.50
First National Bank	Federal withholding tax-IV	111.60
State Tax Commission	State withholding tax-I	130.61
State Tax Commission	State withholding tax-II	20.29
State Tax Commission	State withholding tax-IV	7.54
Clackamas County Physicians	Insurance	25.25
N. W. Hospital Service	Insurance - I	141.55
N. W. Hospital Service	Insurance - II	33.15
Public Employees Retirement	Contribution - I	745.22
Public Employees Retirement	Contribution - II	116.23
Public Employees Retirement	Contribution - IV	45.62
16238 State Industrial Accident Comm.	Insurance - II	31.50
16239 State Industrial Accident Comm.	Insurance	185.18
16240 Fairbanks Morse & Co.	Sewage Plant	767.00
16252 Coleman's Electric	Supplies	469.06
16253 Mine Safety Appliances Co.	Supplies	3.78
16254 Marshall Wells Company	Supplies	5.44
16255 Marshall Wells Company	Supplies - IX	124.93
16256 Munnell & Sherrill Co.	Supplies	94.16
16257 Northwest Radio Supply Co.	Supplies	25.77
16258 United Radio Supply Co.	Supplies	1.40
16259 American Brush Company	Supplies	24.07
16260 Oregon City Auto Glass Co.	Motor Supplies - II	21.10
16261 Mrs. Guy Barnett	Public Relations	15.00
16262 J. Haslett Bell	Planning Consultant	120.00
16263 The Black & Decker Mfg. Co.	Supplies	1.48
16264 Frank Blakley	Refund on fine	25.00

16265 Merle Brown	Fuel - II	39.46
16266 Building Code Publishing Co.	Supplies	28.52
16267 State of Oregon	Inspection fee	5.00
16268 Burmeister & Andresen	Supplies	13.61
16269 Butler's Tire & Battery Co.	Motor Supplies	1.25
16270 Cascade Construction Co.	Supplies	68.70
16271 Chamber of Commerce	Donation	25.00
16272 Frank Chevrolet Company	Motor Supplies - II	39.35
16273 Linnwood B. Cornell	Supplies	44.00
16274 Clackamas Auto Parts	Motor Supplies - II	34.13
16275 Clairmont Service Station	Motor Supplies - II	1.44
16276 Columbia Equipment Co.	Supplies	95.49
16277 C. M. Corkum Company	Sewage Treatment Plant	14,003.33
16278 County Health Unit	Health Services	175.00
16279 Cyclone Fence Division	Supplies	427.50
16280 Eighth Street Garage	Motor Supplies	14.50
16281 Electric Service	Supplies	348.50
16282 Enterprise Courier	Supplies - V	3.00
16283 The Firewater Company	Supplies	22.85
16284 Friedrich's	Supplies - IV	32.36
16285 Friedrich's	Supplies	13.26
16286 General Fund	Supplies	2.80
16287 Bob Hartke Pontiac	Motor Supplies	50.89
16288 Louis Hefler	Jury Fee	3.00
16289 Hub Grocery	Supplies	5.96
16290 Huntley Draper Drug Co.	Supplies	7.47
16291 Jarman's	Motor Supplies - II	2.17
16292 Jarman's	Motor Supplies	.25
16293 L. J. Jepsen	Sawing wood	24.50
16294 Louis Hefler	Jury Fee	3.00
16295 Glen Hankins	Jury Fee	3.00
16296 A. L. Armine	Jury Fee	3.00
16297 John Bormann	Jury Fee	3.00
16298 Lee T. Blair	Jury Fee	3.00
16299 Helen Lewis	Jury Fee	3.00
16300 W. G. H. Krueger	Supplies - IV	13.82
16301 La Grand Industrial Supply Co.	Supplies	30.45
16302 Landeen Tractors & Implements	Motor Supplies	3.25
16303 George W. Lind	Canemah Lift Station	2,362.92
16304 Roscoe V. Locke	Use of car	25.00
16305 Kenneth Kerr	Use of car	25.00
16306 Ferrell Heater	Use of car	25.00
16307 C. R. Strohmeyer	Use of car	35.00
16308 Glen MacDonald	Conference expenses	19.25
16309 W. J. McCreedy Lumber Co.	Supplies - IV	555.44
16310 National Safety Council	Supplies	15.00
16311 Cyrus R. Nims	Auto Mileage	1.47
16312 Northwest Industrial Laundry	Supplies	8.98
16313 Ray Norris Heating	Supplies - IV	9.00
16314 Duane O'Brien	Supplies	19.00
16315 Ohio Chemical Pacific Co.	Supplies	6.30
16316 Oregon City Auto Parts	Motor Supplies	2.12
16317 Oregon City Laundry Co.	Supplies	12.17
16318 Oregon City Lumber Co.	Supplies	43.29
16319 Oregon City Printing & Stat.	Supplies	39.05
16320 Oregon City Sand & Gravel Co.	Supplies	102.00
16321 Oregon Textile Mills	Supplies	453.30
16322 Stanley Orzechowski	Convention expenses	25.15
16323 Otis Elevator Company	Services	91.80
16324 P. & A. Auto Supply	Motor Supplies - II	4.96
16325 Pacific Telephone & Tel. Co.	Telephone	299.50
16326 Pacific Telephone & Tel. Co.	Telephone - II	9.00
16327 J. C. Penney Company	Supplies	4.20
16328 Petty Cash	Supplies	59.24
16329 George M. Philpott Co.	Supplies	58.45
16330 Portland Gas & Coke Co.	Fuel	11.59
16331 Portland Gas & Coke Co.	Gas Service - IV	4.18
16332 Portland General Electric	Lights - II	2.40
16333 Portland General Electric	Lights	1,760.75
16334 Public Employees Retirement	Prior Service	245.18
16335 Public Employees Retirement	Prior Service - II	23.86
16336 Public Employees Retirement	75% Contribution - IV	34.22
16337 Public Employees Retirement	75% Contribution - II	87.17
16338 Public Employees Retirement	75% Contribution - I	573.89
16339 Dunlap Metal Works	Motor Supplies	9.04
16340 Roake Motor Works	Supplies	2.00
16341 The Saw Shop	Supplies	6.20
16342 Joyn Seethaler	Supplies	18.00
16343 William Smith	Refund on 2nd hand license	3.00

A16344 Superintendent of Documents	Supplies	1.50
16345 Tide Water Associated	Motor Supplies	160.77
16346 Tide Water Associated	Motor Supplies	62.33
16347 Union Oil Company of Calif..	Motor Supplies	4.33
16348 Westwood & Bope	Motor Supplies	51.05
16349 Williams Plumbing	Repairs	5.10
16350 Williams Plumbing	Repairs	.60
16351 Ferrell Heater	Road & Street Conference	20.50
16352 C. R. Strohmeyer	Road & Street Conference	21.25
16353 Enterprise Courier	Supplies	384.30
16354 Shell Oil Company	Motor Supplies	356.25
16355 State Industrial Accid.	Insurance	193.36
16356 State Industrial Accid.	Insurance - II	34.00
TOTAL.		\$42,237.97

LIBRARY

Gladys Dawson	Librarian	264.60
June Smelser	Cataloging	61.24
Rose Hartley	Assistant Librarian	180.80
Thelma Whiting	Cards	95.91
Jaya Ramulu	Shelver	26.54
Margaret Whitman	Cards	34.45
Eleanor Kryder	Night duty	14.85
Mrs. M. C. Stanley	Janitress	18.31
Eric Cruikshank	Janitor	9.50
First National Bank	Federal withholding tax	64.50
State Tax Commission	State withholding tax	8.03
N. W. Hospital Service	Insurance	2.90
Public Employees Retire.	Contribution	19.96
A16241 Portland General Electric	Lights	19.92
16242 United Oil Company	Fuel	78.55
16243 Bureau of Labor	Inspection fee	7.00
16244 The Librarian of Congress	Supplies	14.73
16245 The Pacific Tel. & Tel.	Telephone	7.85
16246 Saturday Review	Periodicals	4.69
16247 Binfords & Mort	Books	1.48
16248 Clackamas County Pub. Library	Books	57.43
16249 J. K. Gill Company	Books	67.31
16250 The H. R. Hunting Co.	Books	25.55
16251 State Industrial Accident	Insurance	2.08
TOTAL.		\$ 1,088.18

The City Manager brought up the matter of mosquito control along the river and after some discussion it was authorized, by motion, to have the bank of the river sprayed for mosquito control at a cost to the City of \$300.00.

The City Manager informed the Commission that there will be a meeting of all City employees to discuss the Public Employees Retirement System at the City Hall on Wednesday, March 18, 1953, 7:30 P.M., and that Mr. Max Manchester, Executive Secretary of the Public Employees Retirement Board, would be present to explain the present system and answer questions.

The City Attorney brought up the matter of the agreement between Gladstone and Oregon City for the processing of the Gladstone sewage in the Oregon City Sewage Treatment Plant and in connection therewith Ordinance No. 1393 was read first time and ordered published.

Ayes: Long, Helzer

Nays: None

ORDINANCE NO. 1393

An Ordinance authorizing the Mayor and Recorder of Oregon City, Oregon, to enter into a contract with the City of Gladstone for the treatment of their sewage in the Oregon City sewage treatment plant and declaring an emergency.

OREGON CITY DOES ORDAIN AS FOLLOWS:

Section 1. That the Mayor and Recorder of Oregon City be and they are hereby authorized and directed to execute a contract with the City of Gladstone for the treatment of the latter's sewage in the Oregon City sewage treatment plant in accordance with the terms thereof which contract is dated March 4, 1953 and was filed with the Recorder on March 5, 1953.

Section 2. Inasmuch as this Ordinance is necessary for the immediate preservation and peace, public health and safety of Oregon City in this: That it is necessary that said contract be executed immediately so that Gladstone may make prompt and suitable arrangements for the disposition of its sewage, therefore an emergency is declared to exist and this Ordinance shall be in full force and effect from and after its passage by the Commission and approval by the Mayor.

Read first time and ordered published at an adjourned regular meeting of the Commission held on the 11th day of March, 1953 and to come up for second reading and final passage at a regular meeting of the Commission to be held on the 1st day of April, 1953 at the hour of 8:00 P.M.

ZELLA BOWERS
City Recorder.

A G R E E M E N T

THIS AGREEMENT made and entered into this 4th day of March, 1953 by and between Oregon City, a municipal corporation of the State of Oregon, Party of the first part, and the City of Gladstone, a municipal corporation of the State of Oregon, Party of the second part, hereinafter referred to as Gladstone, witnesseth:

THAT whereas Oregon City is constructing 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 will have a capacity in excess of the present requirements of Oregon City for the use thereof, and

WHEREAS Gladstone 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 Gladstone at a maximum rate of 1,000 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, Gladstone agrees to make payment as follows:

(a) Gladstone agrees to pay Oregon City annually in advance on the 1st day of March, the lump sum of \$3,000.00 per year, the payment of which fee (plus semi-annual payments outlined hereafter) shall entitle Gladstone to rights to the treatment of sewage up to a maximum rate of 1,000 gallons per minute.

(b) Gladstone 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, with a minimum guarantee to Oregon City of \$2,000.00 per year, unless said semi-annual payments are re-negotiated as hereinafter set forth.

3. It is understood and agreed and it is a condition of this agreement that,

(a) Gladstone 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) Gladstone 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 users of Oregon City.

4. Gladstone shall annually make adequate and appropriate provisions in its budget to meet its financial requirements payable to Oregon City, and shall make all payments to Oregon City as herein provided for, promptly and when due on March 1 and September 1 of each year.

5. Oregon City agrees to perform and carry out the terms and provisions hereof and treat the sewage received from Gladstone in the same manner as its and other sewage delivered thereto and in good faith, operate its said 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 Gladstone shall have access to said plant and the meter and the meter records at all times.
6. In the event that Oregon City shall, on account of the act or negligence of Gladstone, breakage or damage to plant equipment or facilities, vandalism, war, riot, or invasion, defect in sewage treatment plant by fire or other casualty, governmental 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 Gladstone for any loss, damage, or any breach of this agreement on account thereof.
7. It is also agreed that Oregon City may at any time and without being deemed to violate any of the provisions hereof, temporarily refuse to accept sewage for treatment hereunder or treat same without being liable to Gladstone for any breach of this agreement on account thereof if Oregon City shall, for purposes of repairs, new construction, replacements or additions to equipment or facilities, or for any other reason arising out of the operation of said treatment plant, deem the same necessary, but all of said repairs or replacements shall be made promptly.
8. In the event said sewage treatment plant is out of operation for any reason including those enumerated in Sections 6 and 7 for over 30 days then credit shall be given Gladstone on said semi-annual payments for all time said plant is out of operation over said 30 day period of \$5.50 per day. If the State Sanitary Authority permits the sewage from the plant to go directly into the Willamette River without treatment the plant shall be construed to be in operation.
9. The term of this agreement shall be for twenty years, with the option to re-negotiate at the end of that time for another agreement. The amount of semi-annual payment, however, under this agreement shall be re-negotiated on the 5th, 10th and 15th year hereafter. In the event the parties herein are unable to agree at any of said re-negotiation periods then the amount of said semi-annual payment in effect at that time shall continue, it being agreed that the \$3,000.00 annual fee shall not be re-negotiated during the full term of this agreement.
10. This agreement shall be effective upon the construction by Gladstone of a connection to the Oregon City Sewage treatment plant. In the event that Gladstone shall fail to connect to the Oregon City Sewage treatment plant within one year from the date the Oregon City Sewage treatment plant is completed, then this agreement shall be deemed ineffective for any purpose and not binding upon either of the parties hereto.
11. In the event Gladstone shall fail or neglect to make payment to Oregon City of 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 Gladstone 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 Gladstone, 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 Mayors and Records the day and year first above written.

OREGON CITY, A MUNICIPAL CORPORATION

By _____
Mayor

OREGON CITY, A MUNICIPAL CORPORATION

By _____
Recorder

CITY OF GLADSTONE, A MUNICIPAL CORPORATION

By (Signed) Walter H. Brunner
Mayor

CITY OF GLADSTONE, A MUNICIPAL CORPORATION

By (Signed) Gene Good
Recorder

(SEAL)

(SEAL)

Upon motion the City Manager was authorized to replace the fence around the tennis court which had blown down during the month of January. Fence to cost approximately \$1,050.00.

Upon motion the City Manager was authorized to have a semi-automatic switchboard installed in the new police station and include in the budget for the coming year the additional item of \$60.00 per month for this addition.

The City Manager read the following letter from the State Highway Engineer:

OREGON
STATE HIGHWAY DEPARTMENT
Salem

March 10, 1953

Mr. Robert A. Finlayson
City Manager
Oregon City, Oregon

Dear Mr. Finlayson:

Please be advised that I will present the request for a traffic signal at the intersection of Seventh and Main Streets to the Highway Commission at its meeting on April 8.

Very truly yours,

(signed) R. H. Baldock

R. H. Baldock
State Highway Engineer

RHB:hi

Upon motion the City Manager was authorized to sign a contract with the Otis Elevator Company for a new elevator at a cost of \$35,700.00. This contract protects the City against an increase in price; it being necessary to confirm this order within 120 days.

Upon motion the following application for a liquor license was approved: O. E. White for the W. B. Mart.

The City Manager informed the Commission about working on the matter of having the Sewage Treatment Plant sight included within the City limits.

There being no further business the meeting adjourned.

Zella Bowers
City Recorder

Oregon City, Oregon, April 1, 1953

REGULAR MEETING

The regular meeting of the City Commission met on the above date in the office of the City Manager at the City Hall at 8:00 o'clock P.M.

Roll call showed the following present:

Richard W. Long, Mayor
George Helzer, Commissioner
Albert Roake, Commissioner
Alden E. Miller, City Attorney
Robert A. Finlayson, City Manager
Zella Bowers, City Recorder

The minutes of the previous meeting were read and approved.

Ordinance No. 1393, an ordinance authorizing the Mayor and Recorder of Oregon City, Oregon, to enter into a contract with the City of Gladstone for the treatment of their sewage in the Oregon City sewage treatment plant and declaring an emergency was read the second time and on motion placed on its final passage, and it appearing from the certificate of C. Kalberg, principal clerk of the Enterprise-Courier, that the same has been properly published as required by Charter, the ordinance was passed.

Ayes: Long, Helzer and Roake

Nays: None