

Ordinance No.

An ordinance providing for the time and manner of improving Tenth Street of Oregon City, Oregon, from the West side of the tract of the Oregon and California Railroad Company on said Tenth Street to the East line of Main Street, and from the West line of Main Street to the East line of Water Street.

Oregon City does ordain as follows: Section 1. The proposed improvement of that part of Tenth Street of Oregon City, Oregon, lying between the West side of the track of the Oregon and California Railroad Company on said Tenth Street and the East line of Main Street, and between the West line of Main Street and the East line of Water Street, shall be completed within ninety days after the signing of the contract by the parties thereto, due notice thereof having been given by publication of notice as will more fully appear by proof thereof duly presented and filed in the office of the City Recorder.

Section 2. The improvement shall consist as follows:

Grading.

The street shall be graded down or filled up to the subgrade as given by the City Engineer; said subgrade shall be eight inches below the finished surface at the center of the street and six inches at the curbs after being thoroughly sprinkled and rolled.

Care must be taken to preserve the proper crown and all soft and spongy places not affording a firm foundation shall be dug out and the space refilled with good earth, sand, gravel or crushed rock, carefully rammed or rolled so as to make such filling compact and solid.

The full width to be paved shall be sprinkled and thoroughly rolled and compacted with a steam road roller, or not less than 10 tons weight, or by ramming in such places as the roller cannot reach, and if during the process of rolling, indentations or sunken places appear, such shall be filled with proper material and then again rolled, until even surface is secured.

Such rolling shall be completed in sections of at least one block, and shall be tested and accepted by the City Engineer before any material for the pavement is placed thereon.

Macadam.

On the roadbed thus formed and completed will be spread a layer of clean, broken stone, free from dirt, not less than 6 inches in depth after being thoroughly sprinkled and rolled.

The stones shall be of square faced quarried rock, uniform in quality and as nearly approaching the cube in form as practicable, of not less than one inch in diameter, nor of greater diameter than will pass through a two and one-half (2½) inch ring.

On the above layer of stone will be spread a layer of screenings, in sufficient quantity to fill up all interstices, and to bring the street to the proper grade after being thoroughly rolled and compacted. And such screenings shall be sprinkled and rolled until a firm, unyielding and thoroughly even surface is obtained; and the surface shall be finished grade of street. Macadam will be paid for per cubic yard in place.

Obstructions.

The surface of the street will be cleared of all obstructions including timbers, planks, side walks and cross walks not on grade and otherwise in good condition. If such obstructions are not removed by the owners of the adjacent property within 3 days after having been notified by the Superintendent of Streets they shall become the property of the contractor and shall be removed by him without additional compensation therefor.

Fills and Embankments.

No material of a perishable nature will be placed in the embankment. The earth taken from the excavation will be used to bring the street and side walks to grade when necessary, the remainder will become the property of the contractor and shall be removed by him. Grading shall be paid for per cubic yard for excavation and embankment. The waste earth, rock or other material will be paid for in the excavation only.

Transporting Material.

The contractor is required to have the beds of all wagons, carts or other vehicles used in transporting earth, rock or other material to and from the site of the work sufficiently tight to prevent leakage; and to cause all loose material clinging to the beds or running gears of such vehicles to be brushed or scraped off after loading and unloading and take every precaution to prevent the unnecessary straggling of such material upon the streets.

Lumber and Timbers.

All lumber and timbers used in the work must be of sound fir timber, square edged and free from all large loose or unsound knots, waxy edges, splits, and generally free from sap.

Removal of Rubbish.

All rubbish that may accumulate during the performance of the work or by reason of the work herein provided for shall be removed by the contractor and the street left in a clean and good condition.

Settlements.

All settlements that may appear in any portion of the macadam or other work before the final acceptance of the work by the city shall be repaired and made good by the contractor at his expense.

Obstructions to Travel.

The work must be done in such a manner as to obstruct public travel as little as possible. As soon as the macadam is complete it shall be thrown open to travel, but such opening shall not be deemed the final acceptance of the work.

Sidewalks.

A side walk will be constructed on either side of the street as follows, to-wit:

The planking will be 1½ inches thick, 8 inches wide and 7½ feet long, dressed on the upper surface and laid upon three stringers. The stringers will be 4 x 6 inches and not less than 12 feet long and will be set on edge and laid with broken joints.

The stringers, when not resting upon the solid ground will have a firm bearing every six feet in length of the walk.

The planking will be securely nailed to the stringers using two, four and one-half (4½) inch wire nails in each bearing.

A line of concrete curbing will be constructed on either side of the street 22 feet from the center line thereof as follows: The curb will be 6 inches wide on top and 8 inches wide on the bottom and 18 inches deep.

The walk will have a grade or fall towards the center of the street of one-fourth (¼) inch to each foot in width of walk.

In the event of the owner or owners of any or all of the abutting property desiring to lay or construct walks, or gutters of concrete in lieu of wood as herein specified, the right is hereby reserved for them to so lay or construct the same, in which event the entire additional cost of such concrete walks or gutters, over and above the contract price for the same as constructed of wood, shall be borne by the said property owners and the contractor shall look to such owner or owners only for such additional compensation.

All concrete walks, curbs and gutters shall conform to the standard specifications for same as provided in ordinance No. 326.

Colored Lights.

Colored lights and if necessary night watchman are to be maintained at all obstructions or other places of danger.

Classifications.

Earth— This will include clay, sand, loam or other earthy material and loose stones containing less than one cubic foot.

Loose Rock— This will include all loose stones containing one cubic foot to one cubic yard.

Solid Rock— This will include all loose rock or boulders containing one cubic yard and upwards, also all rock ledged or other material requiring to be disintegrated by blasting.

Superintendence.

All work herein provided for will be done in strict conformity with these specifications and plans accompanying same in a thorough and workmanlike manner to the satisfaction of the City Engineer, and his decision as to the meaning and intent of these specifications, measurements, computations of quantities, the quality of material to be used and all other matters pertaining thereto, whether freely specified herein or not shall be final and conclusive between the parties.

All unfit or condemned material shall be immediately removed from the site of the work. In the event of any workman employed by the contractor refusing to comply with the instructions of the City Engineer or his assistant or the inspector in charge of the work in regard to the removal of rejected material or for doing his work in an unworkmanlike manner shall be discharged by the contractor as soon as notified in writing by the Engineer of such neglect or refusal.

Responsibility.

The contractor shall take entire charge of the work during the progress and shall be responsible for any loss, damage or injury to water and sewer pipes to adjacent property, or accidents resulting from blasting or from any carelessness or neglect in doing the work set out in these plans and specifications, and will hold the city of Oregon City and any and all of the officials thereof free and harmless therefrom.

The contractor must protect his work until it is completed and duly accepted, and he must repair any damage done to it by freshets, rains or other accidents at his own cost. In case of any accident to water or sewer pipes the contractor shall immediately notify the proper authorities.

Staking Out Work.

The work provided for under these specifications will be staked out by the City Engineer or his assistants and the contractor will be required to carefully preserve all such stakes set.

Alterations.

The right is reserved by the city council to make such alterations as may be found expedient during the progress of the work, and in such event there shall be added to or deducted from the contract price such sum as shall represent the cost of such additional or subtracted work to be estimated by the engineer.

The City reserves the right to lay or relay all or any water or sewer pipes or connections during the progress of the work.

Extra Work.

The contractor shall not be entitled to demand or receive payment for any work as extra work, unless ordered in writing by the Engineer to do the same and at the price agreed upon and named in the written order for such work previous to its commencement.

Disputes.

All disputes as to the intent and meaning of these specifications shall be referred to the Engineer and Street Committee whose decision shall be final and conclusive.

Proposals.

Parties bidding on the work provided herein must state in their bid the time required for the completion of the entire improvement as herein specified after the approval of the contract by the Mayor and should the contractor fail to complete the work within the time specified in the said contract the city shall have the right to charge the contractor the sum of five dollars per day as liquidated damages for each and every day that the work shall remain uncompleted after said specified date and such sum shall be deducted from the amount of the final payment.

No proposal will be considered when not accompanied by a certified check equal to five per cent of the total estimate, which check shall be forfeited to the city upon the failure of the successful bidder to execute the agreement provided for herein within ten days after the award of the contract.

Blank forms upon which all proposals are to be submitted will be furnished upon application to the City Engineer.

Payments.

Upon final acceptance of the work

the Engineer will make a final estimate of the cost thereof and a payment of seventy-five per cent of such estimate will be ordered at the first regular meeting of the City Council thereafter.

The remaining twenty-five per cent to be made in a lump sum within thirty-five days after such final acceptance.

Bond.

The contractor will be required to furnish a bond with approved security in the full amount of the contract price, conditioned on the faithful and complete performance of the work in accordance with all the stipulations of the contract and within the time named therein.

Engineer.

Wherever the word "Engineer" is used in these specifications it is understood to refer to the City Engineer or to any Engineer employed and authorized by the city council to superintend such work.

Committee.

Wherever the word "Committee" occurs in these specifications it shall be understood to refer to the Committee on Streets and Public Property of the City Council of Oregon City.

Contractor.

Wherever the word "contractor" occurs in these specifications it is understood to refer to the contractor, or firm of contractors (or any member thereof) or any contractor undertaking the work herein specified.

All the above work and material to be furnished, shall be done and furnished to the satisfaction of the City Engineer.

The City Council reserves the right to reject any and all bids.

Section 3. The committee on Streets and Public Property are hereby authorized to advertise for and receive proposals as aforesaid, and the Mayor and Recorder shall enter into contract with each person, firm or corporation to whom the contracts are let by the City Council for the improvement or parts thereof as specified in this ordinance.

Section 4. Each contract shall contain a stipulation to the effect that the person, firm or corporation to whom said contract is let shall look for payment only to the sum to be assessed upon the property liable to pay for such improvement, and collected and paid into the City Treasury for that purpose, and they will not require Oregon City by any legal process or otherwise to pay the said sum out of any other fund.

Section 5. Whereas the condition of said street is dangerous to the health and safety of the city, and its improvement is necessary for the immediate preservation of the same, in the judgment of the Council of Oregon City, Oregon, an emergency exists; therefore this ordinance shall take effect and be in force immediately upon its approval by the Mayor.

Read first time and ordered published at an adjourned meeting of the Council of Oregon City, held Thursday, April 18th, 1907, and which adjourned meeting was an adjourned meeting of a special meeting of said Council held Wednesday, April 17th, 1907, and to come up for second reading and final passage at a special meeting of said Council to be held Saturday, May 11th, 1907, at 8 o'clock P. M.

By order of the Council of Oregon City.

W. A. DIMICK,
Recorder.

Ordinance No.

An ordinance providing for the time and manner of improving Ninth Street of Oregon City, Oregon, from the West line of the right of way of the Oregon and California Railroad Company on said Ninth Street to the East line of Main Street, and from the West line of Main Street to a point on said Ninth Street 150 feet west of the West line of said Main Street.

Oregon City does ordain as follows: Section 1. The proposed improvement of that part of Ninth Street of Oregon City, Oregon, lying between the West line of the Right of Way of the Oregon and California Railroad Company on said Ninth Street and the East line of Main Street, and between the West line of Main Street and a point on said Ninth Street 150 feet West of the West line of said Main Street, shall be completed within ninety days after the signing of the contract by the parties thereto, due notice thereof having been given by publication of notice as will more fully appear by proof thereof duly presented and filed in the office of the City Recorder.

Section 2. The improvement shall consist as follows:

Grading.

The street shall be graded down or filled up to the sub-grade as given by the City Engineer; said sub grade shall be 8 inches below the finished surface at the center of the street and six inches below at the curbs after being thoroughly sprinkled and rolled.

Care must be taken to preserve the proper crown and all soft and spongy places not affording a firm foundation shall be dug out and the space refilled with good earth, sand, gravel or crushed rock, carefully rammed or rolled so as to make such filling compact and solid.

The full width to be paved shall be sprinkled and thoroughly rolled and compacted with a steam road roller, or not less than 10 tons weight, or by ramming in such places as the roller cannot reach, and if during the process of rolling, indentations or sunken places appear, such shall be filled with proper material and then again rolled, until even surface is secured.

Such rolling shall be completed in sections of at least one block, and shall be tested and accepted by the City Engineer before any material for the pavement is placed thereon.

Macadam.

On the roadbed thus formed and completed will be spread a layer of clean, broken stone, free from dirt, not less than 6 inches in depth after being thoroughly sprinkled and rolled.

The stones shall be of square faced quarried rock, uniform in quality and as nearly approaching the cube in

form as practicable; of not less than one inch in diameter, nor of greater diameter than will pass through a two and one-half (2½) inch ring.

On the above layer of stone will be spread a layer of screenings, in sufficient quantity to fill up all interstices, and to bring the street to the proper grade after being thoroughly rolled and compacted. And such screenings shall be sprinkled and rolled until a firm unyielding and thoroughly even surface is obtained, which surface shall be the finished grade of the street. Macadam will be paid for per cubic yard in place.

Obstructions.

The surface of the street will be cleared of all obstructions including timbers, planks, side walks and cross walks not on grade and otherwise in good condition. If such obstructions are not removed by the owners of the adjacent property within three days after having been notified by the Superintendent of Streets they shall become the property of the contractor and shall be removed by him without additional compensation therefor.

Fills and Embankments.

No material of a perishable nature will be placed in the embankment. The earth taken from the excavation will be used to bring the street and side walk to grade when necessary, the remainder will become the property of the contractor and shall be removed by him. Grading will be paid for per cubic yard for excavation and embankment. The waste earth, rock, or other material will be paid for in the excavation only.

Transporting Material.

The contractor is required to have the beds of all wagons, carts or other vehicles used in transporting earth, rock or other material to and from the site of the work sufficiently tight to prevent leakage; and to cause all loose material clinging to the beds or running gears of such vehicles to be brushed or scraped off after loading and unloading and take every precaution to prevent the unnecessary straggling of such material upon the streets.

Lumber and Timbers.

All lumber and timbers used in the work must be of sound fir timber, square edged and free from all large loose or unsound knots, waxy edges, splits, and generally free from sap.

Removal of Rubbish.

All rubbish that may accumulate during the performance of the work or by reason of the work herein provided for shall be removed by the contractor and the street left in a clean and good condition.

Settlements.

All settlements that may appear in any portion of the macadam or other work before the final acceptance of the work by the city shall be repaired and made good by the contractor at his expense.

Sidewalks.

A side walk will be constructed on either side of the street as follows, to-wit:

The planking will be 1½ inches thick, 8 inches wide and 7½ feet long, dressed on the upper surface and laid upon three stringers. The stringers will be 4 x 6 inches and not less than 12 feet long and will be set on edge and laid with broken joints. The stringers, when not resting upon the solid ground will have a firm bearing every six feet in length of walk.

The planking will be securely nailed to the stringers using two, four and one-half (4½) inch wire nails in each bearing.

A line of concrete curbing will be constructed on either side of the street 22 feet from the center line thereof as follows: The curb will be 6 inches wide on top, 8 inches wide on the bottom and 18 inches deep.

The walk will have a grade or fall towards the center of the street of one-fourth (¼) inch to each foot in width of walk.

In the event of the owner or owners of any or all of the abutting property desiring to lay or construct walks, or gutters of concrete in lieu of wood as herein specified, the right is hereby reserved for them to so lay or construct the same, in which event the entire additional cost of such concrete walks, or gutters, over and above the contract price for the same as constructed of wood, shall be borne by the said property owners and the contractor shall look to such owner or owners only for such additional compensation.

All concrete walks, curbs and gutters shall conform to the standard specifications for same as provided in ordinance No. 326.

Obstructions to Travel.

The work must be done in such a manner as to obstruct public travel as little as possible. As soon as the macadam is complete it shall be thrown open to travel, but such opening shall not be deemed the final acceptance of the work.

Colored Lights.

Colored lights and if necessary night watchman are to be maintained at all obstructions or other places of danger.

Classifications.

Earth— This will include clay, sand, loam or other earthy material and loose stones containing less than one cubic foot.

Loose Rock— This will include all loose stones containing one cubic foot to one cubic yard.

Solid Rock— This will include all loose rocks or boulders containing one cubic yard and upwards, also all rock ledged or other material requiring to be disintegrated by blasting.

Superintendence.

All work herein provided for will be done in strict conformity with these specifications and plans accompanying same in a thorough and workmanlike manner to the satisfaction of the City Engineer, and his decision as to the meaning and intent of these specifications, measurements, computations of quantities, the quality of material to be used and all other matters pertaining thereto, whether freely specified herein or not shall be final and conclusive between the parties.

All unfit or condemned material

shall be immediately removed from the site of the work. In the event of any workman employed by the contractor refusing to comply with the instructions of the City Engineer or his assistant or the inspector in charge of the work in regard to the removal of rejected material or for doing his work in an unworkmanlike manner shall be discharged by the contractor as soon as notified in writing by the Engineer of such neglect or refusal.

Responsibility.

The contractor shall take entire charge of the work during the progress and shall be responsible for any loss, damage or injury to water and sewer pipes to adjacent property, or accidents resulting from blasting or from any carelessness or neglect in doing the work set out in these plans and specifications, and will hold the city of Oregon City and any and all officials thereof free and harmless therefrom.

The contractor must protect his work until it is completed and duly accepted, and he must repair any damage done to it by freshets, rains or other accidents at his own cost. In case of any accident to water or sewer pipes the contractor shall immediately notify the proper authorities.

Staking Out Work.

The work provided for under these specifications will be staked out by the City Engineer or his assistants and the contractor will be required to carefully preserve all such stakes set.

Alterations.

The right is reserved by the city council to make such alterations as may be found expedient during the progress of the work, and in such event there shall be added to or deducted from the contract price such sum as shall represent the cost of such additional or subtracted work to be estimated by the engineer.

The City reserves the right to lay or relay all or any water or sewer pipes or connections during the progress of the work.

Extra Work.

The contractor shall not be entitled to demand or receive payment for any work as extra work, unless ordered in writing by the Engineer to do the same and at the price agreed upon and named in the written order for such work previous to its commencement.

Disputes.

All disputes as to the intent and meaning of these specifications shall be referred to the Engineer and Street Committee whose decision shall be final and conclusive.

Proposals.

Parties bidding on the work provided herein must state in their bid the time required for the completion of the entire improvement as herein specified after the approval of the contract by the Mayor and should the contractor fail to complete the work within the time specified in the said contract the city shall have the right to charge the contractor the sum of five dollars per day as liquidated damages for each and every day that the work shall remain uncompleted after said specified date and such sum shall be deducted from the amount of the final payment.

No proposal will be considered when not accompanied by a certified check equal to five per cent of the total estimate, which check shall be forfeited to the city upon the failure of the successful bidder to execute the agreement provided for herein within ten days after the award of the contract.

Payments.

Blank forms upon which all proposals are to be submitted will be furnished upon application to the City Engineer.

Upon final acceptance of the work the Engineer will make a final estimate of the cost thereof and a payment of seventy-five per cent of such estimate will be ordered at the first regular meeting of the City Council thereafter.

The remaining twenty-five per cent to be made in a lump sum within thirty-five days after such final acceptance.

Bond.

The contractor will be required to furnish a bond with approved security in the full amount of the contract price, conditioned on the faithful and complete performance of the work in accordance with all the stipulations of the contract and within the time named therein.

Engineer.

Wherever the word "Engineer" is used in these specifications it is understood to refer to the City Engineer or to any Engineer employed and authorized by the city council to superintend such work.

Committee.

Wherever the word "Committee" occurs in these specifications it shall be understood to refer to the Committee on Streets and Public Property of the City Council of Oregon City.

Contractor.

Wherever the word "contractor" occurs in these specifications it is understood to refer to the contractor, or firm of contractors (or any member thereof) or any contractor undertaking the work herein specified.

All the above work and material to be furnished, shall be done and furnished to the satisfaction of the City Engineer.

The City Council reserves the right to reject any and all bids.

Section 3. The committee on Streets and Public Property are hereby authorized to advertise for and receive proposals as aforesaid, and the Mayor and Recorder shall enter into contract with each person, firm or corporation to whom the contracts are let by the City Council for the improvement or parts thereof as specified in this ordinance.

Section 4. Each contract shall contain a stipulation to the effect that the person, firm or corporation to whom said contract is let shall look for payment only to the sum to be assessed upon the property liable to pay for such improvement, and collected and paid into the City Treasury for that purpose, and they will not require Oregon City by any legal process or otherwise to pay the said sum out of any

other fund. Section 5. Whereas the condition of said street is dangerous to the health and safety of the city, and its improvement is necessary for the immediate preservation of the same, in the judgment of the Council of Oregon City, Oregon, an emergency exists; therefore this ordinance shall take effect and be in force immediately upon its approval by the Mayor.

Read first time and ordered published at an adjourned meeting of the Council of Oregon City, held Thursday, April 18th, 1907, and which adjourned meeting was an adjourned meeting of a special meeting of said Council held Wednesday, April 17th, 1907, and to come up for second reading and final passage at a special meeting of said Council to be held Saturday, May 11th, 1907, at 8 o'clock P. M.

By order of the Council of Oregon City.

W. A. DIMICK,
Recorder.

MILWAUKIE GRANGE AGAINST REFERENDUM

ONLY ONE OUT OF 25 FAVORS VOTING ON UNIVERSITY APPROPRIATION.

At the meeting of Milwaukie grange Saturday, Mrs. Mary Getchell, lecturer, required an expression from everyone in the hall for or against the proposed referendum on the \$125,000 appropriation for the University of Oregon.

Mrs. J. A. Casto, master, spoke against the referendum for the reason, she declared, the grange stands for education. Geo. H. Himes also spoke against the referendum, and said that Oregon had not been progressive in educational matters, having been distanced by Washington, California and even Idaho.

T. R. A. Sellwood was the only one of about 25 who favored the referendum. He said that too much money was being expended in the higher educational institutions and not enough for the primary schools. Practically the entire membership went on record as against the referendum on the university appropriation.

George H. Himes, secretary of the Oregon Historical society, delivered an address on the early history of Milwaukie. He closed by presenting Milwaukie grange with a copy of the Western Star, framed and stamped with the seal of the Oregon Historical society, dated February 27, 1850. He also presented the grange with a gavel made from nine different woods, every piece of which carried historical significance.