

Ordinance No. 235.

An Ordinance providing for the time and manner of improving Pacific Avenue from the West side of the pavement on "A" Street to its intersection with the western limits of the City of Forest Grove.

THE CITY OF FOREST GROVE DOES ORDAIN AS FOLLOWS:

Section 1. That Pacific Avenue from the West side of the pavement on "A" Street to its intersection with the western limits of the City of Forest Grove shall be improved as follows:

1st. By grading the street to the proper sub-grade as established by the City Engineer.

2nd. By paving the roadway of said street thirty feet in width with said intersections with hard surface pavement.

3rd. By constructing artificial stone curbs.

4th. By laying and constructing headers.

5th. By constructing inlets.

6th. By constructing catch basins.

7th. By laying vitrified sewer pipe.

8th. By laying wrought iron drain pipes.

Section 2. Said improvement is to be in accordance with the Charter and Ordinances of the City of Forest Grove and the plans and specifications and estimates of the City Engineer on file in the office of the City Recorder.

Section 3. The cost of improving the intersections of said street shall be made at the expense of the City of Forest Grove and paid for out of the general fund as provided by the City Charter. The remaining portion of the improvement shall be assessed proportionately against each lot or parcel thereof within the limits of the proposed street improvement, and each lot or parcel thereof shall be liable for the full cost of making said improvement upon the half of the street in front of and abutting upon it as provided by the City Charter.

Section 4. The work shall commence within ten (10) days after the signing of the contract and be prosecuted with such vigor that all the improvement work embraced in the plans and specifications shall be entirely completed on or before the date hereafter stated.

Section 5. The improvement shall be completed on or before One Hundred and Twenty working days from the date of signing the contract and if the improvement is not completed within the time fixed, the City of Forest Grove shall suffer damage to the amount of Fifty Dollars per day for each and every day beyond the date stated, which amount shall be paid by the contractor, unless the time for completion of the improvement is extended in writing by the City Council. The pavement shall not be laid except during dry and suitable weather.

Section 6. Said improvement work shall be performed under the personal supervision of the contractor subject to the inspection and approval of the city engineer, and no part of this contract nor any interest therein shall be sublet, assigned or transferred without the written consent of the City Council.

Section 7. The area of paving to be paid for will be only the actual area covered by the entire pavement, except that no reduction will be made for fixtures in the street with an area less than one foot square. The amount of other work to be paid for will be only the actual amount of other work done in accordance with the plans and specifications, and as provided by this contract.

Section 8. Upon the completion of the improvement in accordance with the plans and specifications of the City Engineer and as shall be provided in the contract and upon the same being accepted by the Council of said City, said contractor shall be paid for said improvement in accordance with the provisions of the contract and the Charter of said City.

Section 9. That the contractor to whom a contract is awarded will be required to furnish a bond for the faithful performance of the contract for a sum equivalent to the full amount of the contract, having as surety thereon some surety company satisfactory to the City Council, authorized to do business in the State of Oregon, and to furnish specifications of proposed pavement to accompany bid.

Section 10. The City Recorder is hereby authorized and directed to advertise in one issue of the Forest Grove Press ten days prior to the date of receiving bids inviting proposals for the doing of such improvement work in form substantially as follows, to-wit:

PROPOSALS FOR IMPROVEMENT.

Sealed proposals will be received at the office of the City Recorder of the City of Forest Grove, Oregon, until the 16th day of June, 1913, at four o'clock P. M. for the improvement of Pacific Avenue from the west side of the pavement on "A" Street to its intersection with the Western City limits, in the manner provided by the Charter and Ordinances and the plans and specifications heretofore adopted for said improvement which are now on file in my office. Bids must be strictly in accordance with the instructions attached to the specifications and on forms similar to that thereto attached, all of which information will be furnished on application to the Recorder of the City of Forest Grove, Oregon. The improvement must be completed on or before One Hundred twenty working days from the date of signing the contract.

All proposals must be accompanied by a check payable to the order of the Mayor of the City of Forest Grove, Oregon, certified to by a responsible bank for an amount equal to five per cent of the aggregate proposal, to be forfeited as fixed and liquidated damages in case the bidder refuses to enter into a contract and provide a suitable bond for the faithful performance of said work in the event a contract is awarded to him. Separate bids will be received on curbs.

The bid of any person who has before bid or contracted for such work and been delinquent therein, shall not be received, except by consent of the City Council. A bid from the owner or owners of two-thirds of the property fronting on said street to be improved will be accepted by the Council provided the bid is as low as any other bid and the work can be subdivided without injury to the owners of the adjacent or other property. The City Council reserves the right to reject any or all bids or waive defects in bids in the interests of the city. Submit specifications with bid.

Passed the Council June third, 1913.
M. R. MARKHAM,
City Recorder,
Submitted to the Mayor June 3rd, 1913.
(Approved) O. M. SANFORD,
Mayor.

State of Oregon }
County of Washington } SS.
City of Forest Grove }

I, M. R. Markham, the duly elected, qualified and acting recorder of the city of Forest Grove, Washington County, Oregon, hereby certify that I have made a careful comparison of the foregoing transcript of ordinance No. 235, with the original on file in my office and of which I am the legal custodian and that it is a correct copy of the same and of the whole thereof.

Witness my hand and the seal of the City of Forest Grove, Washington County, Oregon, this 4th day of June, 1913.


M. R. MARKHAM,
Recorder of the City of Forest Grove.
(SEAL)

Bring your wool and mohair to A. G. Hoffman and Company for highest cash price. 18tf

Jap-a-Lac is the housewife's friend. Will renovate the oldest furniture, cover the woodwork, stain the floors, and can be used in many other ways. For sale by Paterson's Furniture Store, Forest Grove. 18tf

Visit us in our new quarters and inspect our establishment. You will wish to eat here. All the delicacies of the season, fish, flesh and fowl. Forest Grove Restaurant and Oyster House, Near Star Theatre. 31tf

ACRE TRACTS in Sun Set
Addition to Forest Grove to be sold on terms. W. W. Ireland, Hoffman Building

Round Trip Fares
TO THE
Portland Rose Festival
VIA THE

ONE AND ONE - THIRD FARE
from all main and branch line points; from points on the C. & E., S., F. C. & W. and I. & M.

Sale Dates:
Eugene and all points north including branch line points, June 8 to 13 inclusive; stations south of Eugene, June 8-9-11-13. Final return limit June 16.

For illustrated booklet on the Rose Festival and leaflet giving full program, call on any S. P. Agent, or address:

John M. Scott, General Passenger Agent
Portland, Oregon

School Board Makes Statement Concerning Injunction on the Bond Issue.

Mr. E. B. Sappington has brought suit to enjoin the sale of the School bonds for the new building to Morris Brothers, of Portland, and in the complaint makes certain misleading allegations which the school board will answer in due time in Court, but it is the desire of the Board to have the people of the District in possession of all the facts in the case.

The school board has nothing to hide and has not anything to hide at any time in the entire matter. A full statement of the Board transaction together with the agreement with Morris Brothers was published in the News-Times and in a printed circular before the bond election was held. The voters were given a chance to understand the matter at that time and they gave their expression of satisfaction with the action of the Board in the vote of 177 to 123 on the Bond issue, and there has not been a move made or a resolution adopted that has not been open to the inspection of the public since the election.

If the gentleman who has seen fit to bring this suit is acting in good faith and not merely through spite because he did not favor the bond issue in the first place, why did he not bring suit in time to permit the Board to dispose of the bonds three months ago according to the ruling of the court, instead of waiting until the last minute when an action would bring the greatest embarrassment and loss to the district. The board has been acting under the legal advice of Teal, Minor and Menafee, Bond attorneys, and were under the impression that all transactions to date were legal, but if the Court instructs them to proceed in a different manner in the disposal of the bonds they will very gladly comply. Lawyers as well as doctors have been known to disagree and they may disagree in this instance.

The complaint alleges that section 4052 of Lorri's Oregon laws provides that the bonds shall be advertised in a newspaper of the district and sold to the highest and best bidder. There is a subdivision of section 4052, i. e., subdivision No. 6, which contains that provision, but 4052 subdivision No. 33, simply provides that the bonds shall be sold for the best price obtainable and says nothing about advertising in a newspaper. The Board elected, as their proceedings will show, to dispose of the bonds under subdivision 33 of section 4052. It is true that the section in question provides that the Treasurer shall dispose of the bonds, but it has been customary in the past for him to allow the various school boards to look after the sale of the bonds themselves and when the arrangements were completed he would endorse the sale and deliver the bonds to the purchaser. Mr. Sappington did this in the case of the Aloha District, in this county, not long ago. A \$5000 issue of bonds of that district was contracted to Morris Brothers at 6 per cent before any election was held. After the election Mr. Sappington endorsed the sale. The present instance is exactly similar, but Mr. Sappington sees fit to discriminate against his own district.

The complaint states that the amount offered by Morris Brothers is not the best price that can be obtained and that par and accrued interest with a nominal fee for attorney's services and printing of bonds can be secured, but it neglects to state at what interest such terms can be secured. Mr. Sappington refused to endorse the sale of the bonds because he was not satisfied with the price but he has not submitted a single authentic bid from a reliable bond house at any better price than that which the Board obtained.

The complaint states that the Board entered into a private agreement with Morris Brothers without competition. That is not the case. The agreement with Morris Brothers was the result of an auction at which five reliable bond houses were represented; i. e., Keylor Brothers, Morris Brothers, and Mr. Glenn, representing a Portland firm, these three in person, and the Northern Securities Company and a Denver bond house, by sealed bid. Several citizens other than the representatives of the bond houses were present and everything was open and above board. Six per cent bonds could have been sold at a premium of \$1900, but the 1 per cent additional interest would have amounted to \$350 a year extra

expense or \$3500 in ten years or \$7000 in twenty years. Five and one-half per cent bonds could have been sold at a slight premium including legal services and printing of bonds, but the 1 per cent a year extra would mean \$1750 in ten years and \$3500 in twenty years. In order to sell the bonds at 5 per cent and so save to the district a large sum in ultimate interest charges the Board decided that it was better to pay a discount of \$1900 and effect a saving in ten years of \$650, and in twenty years of \$2140, over and above the discount. By contracting the bonds the purchaser agreed to look after all legal matters and not to raise any question of legality once the bonds were issued, and also to have the bonds dated June 1st instead of March 1st which meant another saving of \$450 in interest.

The School board has been advised by local bankers that it is not possible to sell 5 per cent bonds at par at the present time, and also that it has not been possible to do so at any time since January 25th, but if Mr. Sappington can sell 5 per cent bonds at par the Board will be very glad to have him do so. If, however, he has brought this suit without knowing positively in advance that he could sell the bonds, he should be answerable to the tax payers of the district for the damage to the financial credit of the district caused by his ill-advised suit, and also for the increased expense that a higher rate of interest would entail, to say nothing of the possibility that the delay may make it impossible to complete the new building by September 15th, as an uninterrupted period of construction would have made it possible to do. Hillsboro has been paying interest on its \$35,000 bond issue for over a year and will not occupy its new building until September next. Perhaps Mr. Sappington would consider such an experience highly profitable for this district.

Signed
DOROTHY H. SEYMOUR,
M. PETERSON,
CHAS. A. LITTLER.

SHORT NEWS ITEMS

GATHERED ABOUT TOWN

Ulysses Olsen of Canby is visiting this week with Donald Misz.

Mr. and Mrs. J. M. Pollock of Portland former residents of Forest Grove visited a few days of last week with friends in town.

R. F. Emmerson and brother Harvey made a business trip to Portland Wednesday.

Hazel Baker and mother, Mrs. W. H. Baker visited at Oak Park Sunday.

The family of J. H. Humphrey have moved to Laurelwood.

Mrs. Wilhelmsen of Newberg came over to Forest Grove to spend Memorial Day.

William McKinley Martin of Scoggins Valley made a business trip to Portland Monday.

Miss Hazel Stockman was not at her accustomed place at Hoffman's store Tuesday on account of illness.

R. Sessman of Columbia Co., visited with Mrs. McNutt and Josh Sessman in this city the past week.

Mrs. Jane Smith was a Rose City visitor Saturday.

Mrs. O. M. Taylor had for her guest this week Mrs. Eva Swally of Reedville.

Mr. and Mrs. Hollinger are visiting in Seattle this week.

LOCAL NOTES

Professor Max Heibel who has been Principal of a school at Pullman, Washington, the past year, is visiting his sisters the Misses Frances and Adelaide Heibel, in this city.

Bill Williams one of the prosperous farmers of the Gales Creek section was trading with the local merchants, Monday.

Mr. and Mrs. James Wilson, whose marriage a few weeks ago was the culmination of a pretty little romance, have moved to the Watts district, where they will make their home on a farm.

Miss Ethel Dixon is visiting at the home of her brother, Chester Dixon, at Carlton.

Hon. O. R. Stevenson, of Elk Horn farm, was down in the valley circulating among us Monday. Although the Judge is a born farmer, the people are always wanting him to hold some kind of an office, and he, consequently, spends only about half his time leading the simple life.

Mrs. Harry Russel, who moved to this city from Gaston about two weeks ago, was back in her home town Sunday. Mrs. Russel is Superintendent of the Sunday school at Gaston.

Mrs. R. E. Dunsmore went to Orenco Tuesday for a short visit with her husband and son who have a fine little ranch in the nursery town.

Mrs. Elmer Brown wife of Dr. E. M. Brown of Tacoma, Washington visited at the Sexton and Brown home the past week. Mrs. Brown has not been in the Grove since her girlhood days and has found a great change taken place.

Mr. and Mrs. H. E. Lewis, of Portland, visited at the Sexton and Vic Brown home the past week.

Henry Sackrider Forest Grove's progressive photographer is getting new ideas at the Eastman Demonstration school in Portland and will be back ready to give you the latest in artistic photography tomorrow.

Perry Ellis, of Crystal Spring was in this city Wednesday. He says that campers are already beginning to pitch their tents at his summer resort, which is one of the finest in this section for camping purposes.

Mr. Goodman, formerly in the housemoving business in this city, now farming near Gaston, was in town on business matters the first of the week.

Mrs. Mallory and daughters, Mona and Gladys have been visiting at Mrs. Mallory's sister's home in Dumdee Oregon for the past week.

Word has been received here of the safe arrival of H. R. Bernard in Iowa.

Mr. and Mrs. L. L. Hollinger of this city are now visiting in Seattle, Washington. They will return in a couple of weeks.

Mr. and Mrs. H. Olsen of Cornelius visited Mrs. Misz Sunday.

Mrs. Warren of McMinnville sang at the Chrtian Church last Sunday.

Mrs. Z. M. LaRue and daughter Eleanor are spending this week in Portland visiting friends.

Bob Hayden, of Gales Creek, was trading with the local merchants, yesterday.

George McRobert, of Gales Creek, was a Grove visitor Tuesday.

Mr. and Mrs. Rysaya of Portland visited in the Grove the past week.

Mrs. Ed Ward, of Gaston, was in town having dental work done on Monday.

Mr. Sage and family have returned from their stay the past year at Medford, Southern Oregon and are at home at their residence on Pacific Avenue and B Street.

LOW ROUND-TRIP FARES VIA Oregon-Electric Rail'y. —SUMMER CARNIVALS—

Rose Festival PORTLAND June 9 - 14
\$1.00 ROUND TRIP
Tickets on sale June 8, 9, 10, 11, 12 and 13. Return limit June 16.

Pow Wow SPOKANE June 16 - 21
\$16.00 ROUND TRIP
Tickets on Sale June 16 and 18. Return limit June 23rd.

This is the first year of Spokane's carnival, a week devoted to parades, concerts, athletics, civic and industrial features.

Schedules and details will be furnished on request.

R. H. CROZIER, Asst. Gen. Pass. Agent Portland, Oregon
J. E. FARMER, Agent Forest Grove, Ore.

THE FIRST NATIONAL BANK
FOREST GROVE, OREGON

Capital and Surplus \$60,000.

U. S. DEPOSITORY.

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