

# THE GATE CITY JOURNAL

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## 'Outside Sewer Service'—Background, Contract Provisions, Editorial Comment

We are printing the covenants and agreements on the part of Hal Henigson and Wilton Jackson and the City of Nyssa in their "controversial" contract in this week's editorial column, together with the background and editorial comment.

We call it "controversial" due to the difficulty and the length of time necessary for both parties to reach terms upon which they could agree.

The proposed contract was first read by City Attorney Henigson to the council at the April 11 meeting. Many of the features of the final contract were in the original proposal but in others there was wide disagreement. One of the questions was what the applicants would charge for permitting other users to hook onto their line. Henigson said he felt this was no concern of the city since the line would be their personal property. Councilman Paul House explained to him that it was of concern to the city since the remaining cost would be affected, should the city eventually take over the line. There were other points of disagreement and the matter was tabled for further study.

Following the meeting the Journal editor was informed that there was no need of reporting on this phase of the meeting as Henigson was sure that he and Jackson would drop the matter and ask City Manager Art Colby to sell their pipe to Ontario.

We printed the action of the council but assumed the matter was dropped until we learned from the minutes of the May 9 meeting (furnished us by Colby) that the contract had been approved with Colby and Mayor Grant Rinehart authorized to sign same.

Then two weeks later, May 23, at another session of the council the minutes show that the contract was again discussed and subsequent to the discussion a motion was made and approved "that the sewer contract be signed by the city recorder and mayor with the understanding that the property of Harold Henigson and Wilton Jackson be annexed to the City of Nyssa as soon as possible."

However, both parties agreed that this was not a condition of the contract itself but was merely an understanding that this action would be taken.

The contract as approved and signed by both parties is as follows:

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS ON THE PART OF EACH OF THE PARTIES TO BE KEPT AND PERFORMED, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The City agrees to permit the Applicants to connect a sewer line from their residences hereinbefore described to the City sewer system at Park Avenue and 11th Street provided that said installation shall be made at their own cost and expense.

2. The Applicants agree to install at their own cost and expense an 8 inch asbestos cement sewer line from the City's manhole at Park Avenue and 11th Street, said construction to be in accordance with the construction requirements of the City Engineer.

3. All construction shall be performed under the supervision of the City Engineer. Sewer connections shall be made in the same manner as required of City residents.

4. The Applicants agree to pay for such sewer service at such rate as shall be 30% greater than the prevailing rate applicable to residents of the City for like services.

5. It is covenanted and agreed by and between the parties hereto that said sewer line to be constructed by the Applicants shall remain the property of the Applicants until such time as the Applicants' lands shall be annexed by and become a part of the City of Nyssa and the Applicants shall be reimbursed for all expenses reasonably incurred by them in constructing said sewer line as hereinafter provided.

6. The Applicants shall maintain said sewer line in good repair and operation during their period of ownership, at their own expense. In the event the Applicants shall require the services of the City in connection with the repair or maintenance of said sewer line, the City shall perform all requested services provided the rendition of such services shall not unreasonably interfere with the public interests of the people of the City of Nyssa and Applicants shall pay to the City its reasonable charges for any services so rendered.

7. In the event said lands of the Applicants shall be annexed to the City and the City, in its sole discretion, shall desire to acquire title to said sewer line, the City shall reimburse the Applicants for the total cost incurred by them in the construction of said sewer line plus interest at 6% per annum on said sum from the date of construction to the date of reimbursement by the City less any moneys received by the Applicants from other property owners for permission to connect their service lines to the Applicants' sewer line and also less such sum as shall represent a charge by the City of \$2.85 per frontage foot based on the frontage of the Applicants' said residence lots. The Applicants shall file with the City within 30 days after completion of construction of said sewer line a statement showing the total cost thereof which has been paid by them.

Nothing herein contained shall be deemed to require the City to acquire title to said sewer line in the event of annexation and the City shall have a continuing right to acquire title to said sewer line at any time it may desire, after such annexation.

8. The Applicants covenant and agree that they shall not permit any other person, firm or corporation to make sewer connection to their said line unless the City shall prior thereto approve such connection by written agreement. The City covenants and agrees that so long as said line shall be owned by the Applicants it shall not permit or authorize any connection to said sewer line except with like prior written approval of such connection by the Applicants.

9. The Applicants covenant and agree that they will not permit or consent to any connection to their said sewer line unless the property owner requesting such connection shall pay to the Applicants a charge for the same at a rate to be determined by the Applicants and in any event not less than \$2.85 for each frontage foot of the residence lot at which the connection is to be made.

10. The terms and conditions of this agreement shall inure to and benefit the Applicants and the City, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the City of Nyssa has caused these presents to be executed by its Mayor and City Recorder, both duly authorized and empowered to do so, and the same to be signed and sealed by the Mayor and the City Recorder, and they hereunto set their hands and seals this 29th day of June, 1961.

We believe: (1) There was a conflict of interest on the part of the city attorney as one of the applicants, leaving the city without legal advice in this matter. The contract

## Final Rites Held At Nyssa Chapel For A. H. Willson

Funeral services for Austin Henry Willson were conducted Monday morning, June 26, 1961, at Lienkaemper chapel with the Rev. Paul Ludlow of Nyssa Methodist church officiating.

Mr. Willson was born March 1, 1896, in Clinton, Iowa, a son of Chancey Hubbard Willson and Mary Elizabeth Dutcher Willson. He succumbed Friday, June 23, at Malheur Memorial hospital following an illness of several months.

He was united in marriage in 1890 to Martha Bradley. From Iowa the Willsons went to Gainesville, Texas, then to Colorado and later in Oklahoma they homesteaded 80 acres in the old Indian territory. In 1909 they moved to Raymond, Wash., and in 1913 homesteaded 80 acres in Malheur county south of Vale.

The family came to Nyssa in 1917, where Mr. Willson had lived the past 44 years. Mrs. Willson succumbed in September 1947. Mr. Willson was a member of the Nyssa Methodist church, having united with it in 1942 through the ministry of the Rev. Greenlee. Though long retired from lumber yard and carpentry work, Mr. Willson kept up his house, yard and garden until two years ago when he entered the nursing wing of Malheur Memorial hospital. Until very recently he had been spry and cheerful as he greeted his many friends.

Among survivors are three sons, Claud of Nyssa, Fred of Renton, Wash., and Guy of Salem, Ore.; 14 grandchildren; 33 great-grandchildren and two great-great-grandchildren. One daughter, Mary Ruple, succumbed in 1945 and a son, George, died at the age of two years.

Interment was made in Nyssa cemetery under direction of Lienkaemper funeral home. Pallbearers were Aden Wilson, Nick Rudelick, William Hipp, Harry Gahan, Eddie Taylor and Robert Thompson.

### CARD OF THANKS

We wish to thank our friends for the many kindnesses and expressions of sympathy extended to us following the loss of our husband and father, Alphonso J. Bueno.

—Mrs. Stella Bueno and Children

Mr. and Mrs. Earl Bingham were Sunday evening dinner guests of Mr. and Mrs. Ronald Batt.

was referred by Henigson to his junior partner, for checking but he did not act as advisor for the city.

(2) The council should have referred the matter to the Planning commission for their study and recommendation. (The city manager informed them this was not within their jurisdiction but this decision was not in complete agreement with their thoughts.)

(3) The decision was not a good one for the city, since if continued on a large scale, would cut down the revenue that normally would accrue to the city from taxable property that would be erected within the city to get city services.

We have been opposed to the city entering into the contract from the first we heard of the proposal and did "agitate" against it. However this was done at the council meetings and not with the public at large for the simple reason that the council members have minds of their own and are not easily swayed by outside influences.

Had they taken a popular view, we doubt that any one of them would have been in favor of the contract. And had it been an ordinary private citizen, without official authority, we believe they would have been discouraged and dropped the matter.

(4) That the contract is fair to both parties (as near as we can determine) and with the \$2.85 per front foot charge the city might eventually own the line at no cost.

(5) That with the provision the city need never take the property over, and with the applicants being responsible for the upkeep so long as it remains their property, it should be taken over only when it would be profitable for the city.

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## MONDAY LUNCHEON SERVED TO YOUTH ON PROJECT TOUR

Methodist youth and counselors of the Idaho conference arrived Monday in Nyssa on a youth project tour of the northwest. The group was served luncheon at the local church.

Traveling by chartered bus, they plan to visit Methodist projects which include hospitals, universities, Wesley foundations, bishop headquarters, community houses, orphanages and retirement homes in Oregon, Washington and northern Idaho. Counselors for the group are the Rev. and Mrs. Paul LaRue.

## Pvt. David Rodriguez Completes Training At Camp Pendleton



Pvt. David Rodriguez

Marine Pvt. David Rodriguez, son of Mr. and Mrs. Joe Rodriguez of route 2, Nyssa, was scheduled June 16 to complete a four-week individual combat training course with the Regimental Training Unit at Marine Corps Base, Camp Pendleton, Calif.

Each marine receives instruction upon completion of recruit training to insure his proficiency in latest infantry tactics, scouting and patrolling, first aid, map reading, mine warfare and defensive positions.

### FARR ACCEPTS RADIO JOB

Keith Farr, son of Mr. and Mrs. Kenneth A. Farr, arrived recently in Los Alamos, N.M., where he has accepted a new position as program director and news reporter at radio station KRSN.

He had been employed by KLUL-KBRV television and radio engineering for the past 2 1/2 years.

Mr. and Mrs. Virgil Raney of Parma were Sunday barbecue dinner guests of their daughter, Mr. and Mrs. James Nichols and family.

### MISS MITCHELL NAMED TO HONOR ROLL AT EOC

Six students earned a perfect 4.00 grade point average for the spring term at Eastern Oregon college, according to the office of the registrar.

Receiving straight "A's" were Janet Bond, Norman Lewis, William Marker, La Grande; Richard Herbert, Pendleton; Jacqueline Hoppe, Imbler and Diane Whitnah, Richland.

Among others named to the honor roll with 3.5 average or higher was Miss Valerie Mitchell of Nyssa.

### VISIT FROM MICHIGAN

Mr. and Mrs. Carl Meder and children, Sandra, Bobby and David Maurice of Garden City, Mich., arrived Sunday at the home of their parents, Mr. and Mrs. Maurice Corey for a week's visit.

## Alphonso J. Bueno Rites Held Tuesday At Ontario Church

Requiem Mass was held for Alphonso J. Bueno Tuesday morning, June 27, 1961, at Blessed Sacrament church in Ontario with the Rev. Father Cletus Kirkpatrick officiating. Rosary was recited Monday evening at Bertelso-Lienkaemper chapel.

Mr. Bueno was born Sept. 30, 1901, in Trinidad, Colo. He had been a resident of Ontario for 10 years, where he was a construction laborer. He was a member of the Catholic church.

In addition to his widow, Stella, survivors include six sons, David, Julian, Steve, Alphonso, Jr., of Ontario, Frank of Goldendale, Wash., and Jess of Nyssa; four daughters, Mrs. Mary Dominguez of Toppish, Wash., Mrs. Florence Herrera and Helen Bueno of Ontario and Rose Bueno of Portland.

Also surviving are two sisters, Mrs. Louise Delgado of Billings, Mont., Mrs. Josephine Gomez of Toppish, Wash., and 15 grandchildren.

Interment was made in St. John's cemetery at Ontario.

### RETURN TO CALIFORNIA

Mr. and Mrs. Fred Ginder and daughter, Carol, and Dick Schireman were honored at a garden party June 21 at the W. E. Schireman home. The Ginders and Dick left the following day for their home in Gardena, Calif.

Mr. and Mrs. Gary Bauer and Kevin of Boise were weekend house guests of Mr. and Mrs. Ken Toomb and Kelly and attended the 1956 class picnic Sunday.

Connie Jo Holcomb returned home Sunday evening from Cheyenne, Wyo., where she visited relatives, Mr. and Mrs. Walter Moberger.

### SUPPER HONORS MINISTER

The Rev. Rustin Kimsey, former supply minister of St. Paul's Episcopal church, was honored June 17 at a farewell supper at the A. C. Sallee home. The supper was given by members and friends of the church.

The Rev. Kimsey conducted final services June 18 in Nyssa and went from here to Cove to attend church summer camp.

### METHODIST JUNIOR CLASS ATTENDS SWIMMING PARTY

Approximately 20 members of the Methodist junior department who attended vacation church school went to Ontario June 20 for a swimming party.

They were accompanied by the Rev. and Mrs. Paul Ludlow, Mrs. Foy Brown, Mrs. Arthur Cartwright, Mrs. Clifford Fox and Mrs. Robert C. Smith.

### CARD OF THANKS

We wish to express our appreciation to neighbors, friends, members of the Methodist church and Nyssa Eagles Aerie 2134 for their many acts of kindness and expressions of sympathy at the time of death of our loved one, Austin Henry Willson.

—Mr. and Mrs. Claud Willson  
 Mr. and Mrs. Guy Willson  
 Mr. and Mrs. Fred Willson

## Ludlows Accompany Camp Supervisor On Tour of Grounds

The Rev. and Mrs. Paul Ludlow went to Boise Monday afternoon to meet Miss Elizabeth Brown, head of the camping division of the Methodist church with headquarters in Nashville, Tenn.

The Rev. Ludlow is chairman of the Idaho conference camping commission and is in charge of camp buildings in all Methodist church camps of southern Idaho and eastern Oregon. This includes maintenance, construction and location of buildings at camp sites.

The Ludlows will accompany Miss Brown on tours of Sawtooth, McCall and Wallowa camp grounds.

## DANCE!

Saturday, July 1

At Ontario Heights Grange Hall

Western Music by Canadian String Stomper

—Admission—  
 50c Per Person

## DIAMONDS EASY TERMS!

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## CLOSING NOTICE

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 Dr. D. W. Sarazin

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