

MEETING OF SEPTEMBER 9, 1940

The five hundred twentieth regular meeting of the Council of Milwaukie was held on the 9th day of September, 1940.

The meeting was called to order by Mayor Roberts. Present Mayor Roberts, Councilmen Gillem, Kirkpatrick, Mourer, Rivers and Rudder, Water Superintendent Bevington, Fire Chief Lewellyn, Marshal Higdon and Recorder Adams.

The minutes of the five hundred eighteenth and five hundred nineteenth regular meetings of the Council, held respectively on the 12th and 26th days of August, 1940, were each read and were each approved as read.

The Treasurer's monthly report was read and ordered filed. The Fire Chief's monthly report was read and ordered filed.

The Recorder read the following bids for the purchase of the East Milwaukie Fire Hall Building

C. L. Bensen	\$8.00
H. M. Ray	10.00
Paul Kringhehelde	50.00
J. E. Sturdevant	20.00
Theodore Witt	15.00

It was moved by Rivers and seconded by Gillem that the bid of Paul Kringhehelde of \$50.00 for the East Milwaukie Fire Hall Building be accepted. The motion carried and it was so ordered.

It was moved by Kirkpatrick and seconded by Mourer that the Mayor and Recorder be authorized to execute deeds as follows

A deed to Robert R. Rittenbach and Evelyn Rittenbach, covering the following described property

Lots 1, 2, 6, 7, 10, 11, and 13, Block 17, Quincy Addition to the Town of Milwaukie, except the following portions of said Lots 11 and 13

Beginning at the most southerly corner of said Block 17, thence northwesterly 40 feet tracing the southerly line of said block and the northerly line of Fernwood Addition to an iron pipe driven at the most easterly corner of lot or tract 7 in said Fernwood Addition, thence north 31° 27' east 62.8 feet on the westerly line of 34th street, if produced northeasterly to a one-inch iron pipe driven in the east line of said block 17; thence southerly 74 feet to the place of beginning, in the County of Clackamas and State of Oregon.

A deed to Otto E. Renfrow and Eva E. Renfrow, covering the following described property.

Lots Thirty-nine (39) and Forty (40), Block Seventy (70), Minthorn Addition to the City of Portland, Clackamas County, Oregon.

A deed to Violet Henderson, covering the following described property:

Lots nine (9), ten (10), eleven (11) and twelve (12), Block fifteen (15), Minthorn Addition to the City of Portland, Clackamas County, Oregon.

A deed to H. S. Phillipson and Martha Elizabeth Phillipson, covering the following described property.

Beginning at the S.W. Corner of Block 29, Milwaukie, Oregon, according to the duly recorded plat thereof, as the same is duly recorded in the Records of town plats of Clackamas County, Oregon, which point is N. 10° W. 35.00 feet distant and S. 80° W. 250.00 feet distant from an iron pipe driven at the intersection of the center lines of Main and Washington Streets in the Town of Milwaukie, running thence N. 80° E. tracing the original southerly boundary of Block 29, said town plat, a distance of 100.00 feet to a point, thence N. 10° W. parallel to the easterly and westerly boundary of said block, a distance of 70.00 feet to an iron rod, thence N. 80° E. 5.00 feet to an iron rod; thence N. 10° W. 60.00 feet to an iron rod; thence S. 80° W. 105.00 feet to a point on the westerly boundary of Block 29, aforesaid; thence S. 10° E., tracing the westerly boundary of said Block 130.00 feet to the place of beginning, all in Clackamas County, Oregon.

A deed to Lester Cannon and Esther E. Cannon, covering the following described property.

Lots forty-one (41), forty-two (42), forty-three (43), Block seventy (70), Minthorn Addition to the City of Portland, Clackamas County, Oregon.

A deed to Mary Keil, covering the following described property.

Lot 47, Block 69, Minthorn Addition to the City of Portland.

The motion carried, and it was so ordered.

Earl S. Burdick, representing the Clackamas County Housing Authority, appeared before the Council and presented the following resolution, to-wit *Rec. 1, 1940*

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CORPORATION AGREEMENT BETWEEN THE CITY OF MILWAUKIE, OREGON, AND THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

WHEREAS, the HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON, proposes to develop and administer a low-rent housing project or low-rent housing projects consisting of approximately one hundred (100) dwelling units; and

WHEREAS, there exist in the City of Milwaukie and in the immediate vicinity thereof unsafe and insanitary dwelling accommodations of a number greatly in excess of said one hundred (100) dwelling units which are occupied by families of low income and which constitute a menace to the health, safety, morals and welfare of the inhabitants of the City; and

WHEREAS, there are now families of low income in the City of Milwaukie and in the immediate vicinity thereof of a number greatly in excess of one hundred (100) who are forced to inhabit such unsafe and insanitary dwelling accommodations, because private enterprise has not been able to make available to such families, safe and sanitary dwelling accommodations at rentals which such low income families can afford to pay,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON:

Section 1. That the City of Milwaukie shall enter into a Cooperation Agreement with the HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON, in substantially the following form:

COOPERATION AGREEMENT

(1) The HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON, (hereinafter called the "Authority") agrees to undertake, develop and administer a low rent housing Project or low-rent housing Projects in the City of Milwaukie, Oregon, (hereinafter called the "City") and to endeavor to secure a contract or contracts with the United States Housing Authority for Federal annual contributions to assist in the administration of such Project or Projects.

(2) In further consideration therefor the City agrees that, as a part of such Project or Projects, it will cooperate with the County of Clackamas in the elimination by demolition, condemnation, effective closing, or by compulsory repair or improvement, of a number of unsafe or insanitary dwelling units within its jurisdictional limits, or the metropolitan area thereof, at least equal in number to the number of new dwelling units to be provided in said Project or Projects to be undertaken by the Authority, less the number, if any, of unsafe or insanitary dwelling units which will be eliminated on the site or sites of the Project or Projects by the Authority during the development thereof, and less the number of unsafe and insanitary units eliminated by Clackamas County, pursuant to the Cooperation Agreement to be entered into with the Authority; and the City further agrees that, with respect to each Project, a number of such unsafe and insanitary dwelling units as hereinabove provided will be so eliminated within one year after the date when such Project is substantially ready in its entirety for occupancy. The City agrees to eliminate such unsafe or insanitary dwelling units in one or the other of the following ways, or partly in one of these ways and partly in another:

- (a) By demolishing dwelling units which are on land acquired by the City by purchase or otherwise, including demolition of such dwelling units on land purchased for any public uses; or
- (b) By inducing private owners voluntarily to demolish or effectively close such dwelling units, or
- (c) By causing the compulsory demolition, effective closing, repair or improvement of such unsafe and insanitary dwelling units.

In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this Agreement, there shall be included all unsafe or insanitary dwelling units eliminated under this Agreement from the date hereof, provided, however, that all unsafe or insanitary dwelling units eliminated by the City prior to the date of this Agreement and subsequent to January 1, 1939, will be counted as elimination under this Agreement if it is satisfactorily established that such elimination was undertaken in anticipation of the execution of this Agreement or in anticipation of the development of the Project or Projects. For the purpose of this Agreement a dwelling unit shall be considered unsafe or insanitary whenever by reason of dilapidation, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, it is detrimental to safety, health or morals.

(3) The City further agrees that during the period commencing with the date of the acquisition of any part of the site or sites of each Project and continuing throughout the useful life of such Project, it will not levy, impose or charge any taxes, special assessments, service fees, charges or tolls against the Project or against the Authority for or with respect to the Project and that it will furnish, without cost or charge to the Authority and the tenants of each Project, the usual municipal services and facilities which are or may be furnished without cost or charge to other dwellings and inhabitants in the City, including but not limited to, fire, police and health protection and services, street maintenance,

and repair, snow removal, garbage, trash and ash collection and disposal, street lighting on public streets within any Project and on the boundaries thereof, and sewer services. The term "useful life of such Project" as used in this paragraph, shall mean the period of physical usefulness of the particular Project for the purpose of providing dwelling accommodations, but in no event less than the number of years during which any of the bonds issued to aid in financing the development of such Project or any bonds issued to refund such bonds shall remain outstanding.

(4) The City further agrees to waive any building and inspection fees to which the Authority or its Projects might otherwise be or become subject. }

(5) The City further agrees to cooperate with the Authority by vacating such streets and alleys within the area of any Project or adjacent thereto as may be necessary in the development of such Project, by accepting the dedication of land for new streets and alleys, by zoning or rezoning to a proper residential classification any area in the City within which any Project shall be located, and by such other lawful action or ways as the City and the Authority may find necessary in connection with the development and construction of the Project or Projects. X

(6) The City further agrees to cooperate with the Authority (a) by installing adequate water and sewer mains along the new streets within the site of the Project, including a connection from said mains to the existing water and sewer systems, and (b) paving streets including gutters and sidewalks within the site of the Project, including, if necessary, suitable paving and walks on the street or streets leading to the Project site, all at such cost to the Authority as shall be satisfactory to the United States Housing Authority. + }

(7) The City and the Authority agree that this contract shall not be abrogated, changed or modified so long as any bonds issued to aid in financing the development of any Project or Projects to which this contract relates or any bonds issued to refund such bonds shall remain outstanding and unpaid and so long as the title to said Project or Projects (except for the lien or title conveyed to secure any bonds or other evidences of indebtedness issued to aid in the financing of the Project or Projects or to secure any bonds or other evidences of indebtedness issued to refund such bonds or evidences of indebtedness) is held by the Authority or some other public body or governmental agency authorized by law to engage in the development or administration of low-rent housing projects; Provided that this Agreement may be abrogated by the City if an Annual Contribution Contract is not made with the United States Housing Authority with respect to one or more Projects within six (6) months from the date hereof. 1

IN WITNESS WHEREOF, the CITY OF MILWAUKIE, OREGON, and the HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON, have respectively caused this Agreement to be duly executed in triplicate as of the 9th day of September, 1940.

CITY OF MILWAUKIE, OREGON

By (Signed) FRED O. ROBERTS
Mayor.

(SEAL)

ATTEST:

(Signed) WILLIAM ADAMS
City Recorder.

HOUSING AUTHORITY OF THE COUNTY
OF CLACKAMAS, OREGON

By _____
Chairman.

(SEAL)

ATTEST:

Secretary

Section 2. That the Mayor of the City of Milwaukie is hereby authorized and directed to execute in triplicate a contract in substantially the form set forth in Section 1 hereof on behalf of the City, and the Recorder of the City of Milwaukie is hereby authorized and directed to impress the corporate seal of the City of Milwaukie thereon and to attest the same.

Section 3. This Resolution shall be in full force and effect from and after its passage.

It was moved by Rivers and seconded by Kirkpatrick that the resolution above set forth be adopted, and that the Mayor and Recorder be directed to enter into the Cooperation Agreement hereto attached on behalf of the city. The motion carried and it was so ordered.

Mr. Burdick stated that the city would be required to supply certain engineering data in connection with the housing project in the City of Milwaukie, and that the Clackamas County Housing Authority would reimburse the city for such expense. It was moved by Kirkpatrick and seconded by Rivers that the Mayor be authorized to hire an engineer to supply the necessary engineering data in connection with the federal housing project in Milwaukie. The motion carried and it was so ordered.

The Recorder presented Ordinance No. 402, entitled as follows.

"An Ordinance providing for a special election to be held on the 5th day of November, 1940, for the purpose of submitting to the voters of Milwaukie for their acceptance or rejection a proposal to amend the Charter of Milwaukie filed in the office of the Secretary of State February 11, 1905, and to amend all acts amending said act by adding thereto Section 22-E authorizing the issuance and sale of One Thousand Five Hundred Dollars (\$1,500) general obligation bonds of said Milwaukie, to provide funds with which to purchase a right-of-way for the extension of Sellwood Street between 30th Street and 27th Street, providing for the levy of a special tax to pay principal of and interest on said bonds."

The ordinance was read for the first, second and third times, and put on its passage, with the following result being had:

Ayes: Gillem, Kirkpatrick, Mourer, Rivers, Rudder.
Nos: None.

Ordinance No. 402 passed the Council.

The Recorder presented Ordinance No. 403 for the consideration of the Council, said Ordinance entitled:

"An Ordinance providing for a special election to be held on the 5th day of November, 1940, for the purpose of submitting to the voters in Milwaukie for their acceptance or rejection, a proposal to amend the charter of Milwaukie filed in the office of the Secretary of State, February 11, 1905, by amending Section 5 thereof by providing that the Marshal shall be appointed by the Mayor, said appointment to be ratified by a three-fifths vote of the members of the Council, and providing that such Marshal may be discharged at any time upon a four-fifths vote of the members of the Council; and providing further for a designation of the polling places, judges and clerks of election."

The ordinance was read for the first, second and third times, and put on its passage, with the following result being had.

Ayes. Gillem, Kirkpatrick, Mourer, Rivers, Rudder.
Nos: None.

Ordinance No. 403 passed the Council.

It was moved by Rudder and seconded by Gillem that the retaining wall on the property of Bernice Sperr on the northern end of 24th Street be repaired. The motion carried and was so ordered.

It was moved by Gillem and seconded by Mourer that the Fire Chief be allowed two weeks vacation with pay. The motion carried and was so ordered.

It was moved by Rudder and seconded by Rivers that the following bills be approved, and that the Recorder be directed to issue warrants covering payment of the same

Milwaukie Review, water bills & stamped env.	\$28.60
Milwaukie Super Service, gasoline	1.25
Milwaukie Hardware, miscellaneous supplies	19.01
Neptune Meter Co., supplies	163.09
Portland General Electric, electric power	227.91
Vivian Farrington, relief, Treas. vacation	20.00
Vivian Farrington, relief, Treas. illness	92.80
McCready Lumber Co., lumber	1.02
Bernard Garage, supplies	1.75
Bureau of Water Works, standby charge	10.00
Ernest McFarland, labor	44.00
John Stucky, labor	11.00
P. J. Meagher, labor	15.00
Ted Patterson, labor	7.00
R. Hankey, labor	8.25
Al George, labor	44.00
Dan Faulder, labor	10.50
J. Van Cannon, labor	7.00
Jarvis Thompson, labor	4.00
C. B. Howard, labor	7.00
Jesse Miller, labor	48.50
Wm. Hoffman, labor	48.00
Water Works Supplies, Inc., materials	714.61
Pacific Tel. & Tel. Co., service	2.45
State Industrial Accident Comm., insurance	8.20
Pacific Sanitary Service Co., sanitary service	50.00
Portland General Electric Co., street lighting	408.12
Portland General Electric Co., city hall "	17.98
Milwaukie Superservice, supplies	2.28
A. F. Huffman, relief of Fire Chief	6.66
Milwaukie Hardware, supplies	10.69
Perry Pharmacy, materials & supplies	1.49
Zellerbach Paper Co., supplies	3.81
Wm. Adams, legal services	49.15
Title & Trust Co., recording ordinance	1.20
Milwaukie Review, publishing	84.00
Milwaukie Lumber Co., lumber	.40
Milwaukie Hardware, supplies	14.30
Jarvis Thompson, labor	20.00
Dan Mazzei, labor & truck hire	77.25
Wm. Hoffman, labor	53.25
Jesse Miller, labor	3.00
Victor Lowe, labor	4.00
Pacific Tel. & Tel. Co., service	1.70
State Industrial Accident Comm.	15.50
State Industrial Accident Comm., insurance	1.25
State Industrial Accident Comm., insurance	4.29

The motion carried and it was so ordered.

Upon motion duly made and carried the meeting adjourned.

William B. Adams
RECORDER