MEETING OF OCTOBER 27,1941.
(Cont'd)

John Messer, labor on sewer, ...$ .50
J.M.Dumas, labor on streets..... 4.00
Dan Mazzei, truck hire, water dept..... 11.00
Dan Mazzei, " " street dept..... .... 16.50
John Messer, labor, water dept..... ..... 11.50
State Industrial Accident Commission 31.35
Motion carried and so ordered.

On motion duly made and seconded the meeting adjourned.

Ellen Martin
Recorder.

SPECIAL MEETING OF NOVEMBER 3, 1941.

A special meeting of the Council was called by the Mayor on the third day of November 1941, for the purpose of taking up Resolutions Numbers 7 and 8.

The meeting was called to order by Mayor Roberts.

Present: Mayor Roberts, Councilmen Newman, Walden, Sperr, and Kemmerer; Attorney Adams and Recorder Martin. Absent: Councilman Makin.

Attorney Adams presented and read Resolution Number 7 as follows:

RESOLUTION NUMBER 7. # 7-1941

WHEREAS, the HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON, is engaged in a housing project in the City of Milwaukie, known as Project ORE-1-3, pursuant to contracts between said Authority and the United States Housing Authority and Co-operation Agreements with the City of Milwaukie and the Housing Authority of the County of Clackamas, Oregon, and plans and specifications of which project have been submitted to the City Council of Milwaukie;

NOW THEREFORE, BE IT RESOLVED:

(1) That the City of Milwaukie shall furnish the required water for Project ORE-1-3 on the basis of a master meter at the following rates:

(a) 60 cents for the first 400 cubic feet for each occupied dwelling unit per month.

(b) 12 cents for each 100 cubic feet thereafter, except the summer months of May, June, July, and August, when the rate shall be as follows:

60 cents for the first 400 cubic feet for each occupied dwelling unit per month;

12 cents for the next 100 cubic feet;

5 cents for each 100 cubic feet thereafter.

PROVIDED, HOWEVER, that if the City of Milwaukie increases or decreases its rates to other resident users, the rates named in (b) hereof shall be increased or decreased so as to be on the same basis as other Milwaukie individual resident users.

A formal written water contract will be prepared in accordance with the above rates on the Standard U.S.H.A. form of Water Contract.

(2) The Housing Authority of the County of Clackamas shall pay to the City of Milwaukie the sum of Six Hundred Fifty Dollars ($650.00), the customary charge for connecting with the City sewer.

(3) The City shall accept the dedication of the main street within the Project.

(4) Street lighting within the Project shall be run through the master-meter of the Authority and shall be paid for by the Authority.

(5) The Authority shall arrange for and pay for garbage collection within the Project.

(6) The Authority shall agree to the execution of a Supplemental Co-operation Agreement providing for the payment of a three per cent (3%) service charge in accordance with the terms of that certain Supplemental Agreement submitted to the City by the Authority, which agreement has been authorized by the City at this meeting.

Upon the acceptance by the Authority by resolution of the rates and provisions of this resolution, and the execution of said Supplemental Agreement, said Supplemental Agreement shall become effective and this resolution shall be immediately applicable, and the City will promptly issue, and the appropriate officers and employes of the City are authorized to issue all permits proper or necessary to be issued by the City with respect to said Project.

It was moved by Sperr and seconded by Walden that Resolution Number 7, as presented and read, be adopted, providing it is accepted by the Clackamas County Housing Authority.
The vote was as follows:
Ayes: Walden, Sperr, Kemmerer. Nays: Newman.
Resolution Number 7 passed the Council providing it is accepted by the Clackamas County Housing Authority.

Attorney Adams presented and read Resolution Number 8 as follows:

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RESOLUTION NUMBER 8.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL COOPERATION 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, proposed to develop and administer a low-rent housing project or low-rent housing projects consisting of approximately one hundred (100) dwelling units; and

WHEREAS, the Housing Authority of the County of Clackamas, Oregon, and the City of Milwaukie, State of Oregon, have entered into a Cooperation Agreement dated September 9, 1940, concerning the proposed low-rent housing project or projects which the Housing Authority of the County of Clackamas, Oregon, proposes to develop; and

WHEREAS, the City of Milwaukie, State of Oregon, and the Housing Authority of the County of Clackamas, Oregon are desirous that said Cooperation Agreement shall be supplemented in the manner hereinafter provided; and

WHEREAS, the United States Housing Authority has consented to the execution of a Supplemental Cooperation Agreement in the form set forth in Section 1 hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON:

Section 1. That the Housing Authority of the County of Clackamas, Oregon shall enter into a Supplemental Cooperation Agreement with the City of Milwaukie, State of Oregon, in substantially the following form:

Section 2. That the Chairman of the Housing Authority of the County of Clackamas, Oregon is hereby authorized and directed to execute, in triplicate, a Supplemental Cooperation Agreement in substantially the form set forth in Section 1 hereof on behalf of the Authority and the Secretary of the Authority is hereby authorized and directed to impress the corporate seal of said Authority thereon and to attest the same.

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

SUPPLEMENTAL COOPERATION AGREEMENT.

1. The Housing Authority of the County of Clackamas, Oregon (hereinafter called the "Authority") and the City of Milwaukie, Oregon (hereinafter called the "City") agree that the Cooperation Agreement dated September 9, 1940 shall be supplemented by the addition of the following paragraphs numbered 1(A), 2(A), and 2(B):

1(A). The following terms, whenever used in this Cooperation Agreement (hereinafter referred to as the "Agreement") shall have the following meaning:

(a) The term "taxation bodies" shall mean the State of Oregon and every political subdivision and taxing unit thereof which shall have authority to levy taxes (or certify taxes to a taxing body or public official to be levied for its use and benefit) and in which the project is situated;

(b) The term "local annual contribution for any year" shall mean an amount equal to (i) the amount which the taxing bodies would levy for that year (by means of taxes and special assessments no or with respect to the project) if the project were operated by private enterprise and subject to normal taxation and assessment; less (ii) the payment in lieu of taxes which the Authority agrees herein to make for that year;

(c) The term "federal annual contribution" shall mean the fixed amount of annual contribution payable to the Authority by the United States Housing Authority for the purpose of aiding the Authority in achieving and maintaining the low-rent character of the project;

(d) The term "shelter rent" means the charge established (or estimated) by the Authority for the use of a dwelling unit excluding the furnishing of any utilities (i.e. water, heating of water, light, cooking fuel, refrigeration energy, heat or sewer services).

2(A). Subject to the terms of this Agreement the Authority agrees to pay to the City with respect to each project, commencing with the date of initial occupancy thereof and continuing throughout the useful life of such project, three per centum (3%) of the total annual shelter rent collected (hereinafter called the "Service Charge") for improvements, services and facilities furnished by the City of Milwaukie or other political subdivision and as a payment in lieu of taxes provided that the amount to be paid hereunder shall in no event exceed the estimated cost to the City or other political subdivision of the improvements, services or facilities to be so furnished. The City agrees that each service charge payment received by it will be distributed by the City to the taxing bodies (i.e. the State of Oregon and every political subdivision or taxing unit thereof which has or shall have authority to levy taxes or to certify taxes to be levied for its use and benefit and in which the project with respect to which the service charge is paid is located) in such proportion as each taxing body's ad valorem tax rate bears to the tax rate which would be levied to the project involved if it were not exempt from taxation. For the purpose of fixing a time for paying such service charge it is agreed that the service charge payable for any year shall be paid at the same time as ad valorem taxes imposed or levied by or for the City of Milwaukie for that year are to be paid, provided, however, that in the event of failure of the Authority to make payment of the service charge as herein provided no lien against the project or the property or assets of the Authority shall attach.

2(B). In the event that a local annual contribution for any year shall equal an amount which is less than twenty per centum (20%) of the federal annual contribution for that year, and such

deficiency is not supplied by cash furnished for the project by the State of Oregon or any political subdivision thereof in which the project is situated, then and in that event the City of Milwaukie waives the right to such portion of the amount payable as a service charge for that year as is necessary to assure that the local annual contribution for that year will be equal, as near as may be, to not less than twenty per centum (20%) of the federal annual contribution for that year.

2. It is further agreed that said Cooperation Agreement dated September 9, 1940, as supplemented herein, shall continue in full force and effect; provided, however, that in the event that any of the provisions of the Cooperation Agreement dated September 9, 1940, between the parties hereto are inconsistent with any of the provisions of this Supplemental Cooperation Agreement, the provisions of this Supplemental Cooperation Agreement shall control.

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 4th day of November, 1941.

CITY OF MILWAUKIE, OREGON

By Fred O. Roberts
Mayor

(SEAL)

ATTEST:

Ellen Martin
City Recorder

HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

By W.F.Haberlach
Chairman

(SEAL)

ATTEST:

W.J.Avison
Secretary

It was moved by Newman and seconded by Kemmerer that Resolution Number 8 be adopted as read and presented.

The vote was as follows:

Ayes: Newman, Walden, Sperr, Kemmerer. Nays: None.

Resolution Number 8 passed the Council.

On motion duly made and seconded the meeting adjourned.

Ellen Martin.
Redorder.