

RESOLUTION NUMBER 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.

(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

777
Projects within six (6) months from the date hereof.

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.

ADOPTED THIS 9th DAY OF SEPTEMBER, 1940.

Fred O. Roberts, Mayor

ATTEST:

William Adams, City Recorder