

MEETING OF MARCH 10, 1952

COUNCIL CHAMBER

792nd MEETING

The seven hundred ninety-second regular meeting of the Council was held on the tenth day of March 1952.

The meeting was called to order by Mayor Sperr.

Present: Mayor Sperr; Councilmen Taylor, Mullan, Klein and Norbeck; Manager Telford, Attorney Kirkpatrick, Fire Chief Puderbaugh, Police Chief Delp, Superintendent Hofmann and Recorder Martin.

The minutes of the seven hundred ninety-first regular meeting of the Council, held on the 25th day of February, 1952, were approved as corrected.

The minutes of a special meeting of the Council, held on the third day of March 1952, were approved as written.

MEETING OF MARCH 10, 1952 (Cont'd)

Mr. Warren Hyde and his attorney Mr. Appley, came before the Council with regard to City owned property in Kellogg Park. Mr. Hyde had made an offer to the City for the purchase of about four and one-half acres west of McLoughlin Blvd. and south of A road had stated it was his intention to place a "Drive-in" restaurant thereon. Mr. Hyde had received recommendation from the Planning Commission with a provision that the property be used for restaurant purposes for a period of twenty-one years. Mr. Hyde was now requesting that this stipulation be more flexible, and that he be permitted to put other types of buildings on the property.

The matter was referred back to the Planning Commission.

Mr. James Wiseman, 1426 30th Street came before the Council and stated that he had suffered unnecessary expense to have a plumber clean his sewer line only to learn that the stoppage was in the City's trunk line sewer on 30th Street, and asked that he be reimbursed for moneys paid out. It was moved by Norbeck and seconded by Klein that Mr. James Wiseman 1426 30th St. be reimbursed in the amount of his plumbing bill for damage to him caused by the stoppage in the sewermain on 30th Street Quincy Addition. Motion carried and so ordered.

A petition requesting that Penzance Street be improved by grading and graveling and that a sewer be laid in same, was laid before the Council. The petition was signed by owners of Lots 8 & 9 Wilson Tract and Lots 16-17-18-19-20-25-26 Block 3 Robert's Re-Plat Add. A former petition had been signed by the owner of Lots 21-22 Blk. 3 Robert's Re-Plat for the grading and graveling of Penzance Street. It was moved by Taylor and seconded by Klein that the Attorney prepare a resolution for the improvement of Penzance Street by grading and graveling and for the installation of a sewer line along same street, and that the Engineer prepare the required date for this improvement. Motion carried and so ordered.

Mayor Sperr made the following proclamation.

WHEREAS: The Milwaukie Union High School Basketball Team has compiled an outstanding record this season, having been crowned district champions on Friday March 7th, and

WHEREAS, Coach Wayne Sturdevant's boys will play the LeGrand Oregon team in their first championship game, at Eugene, Oregon Wednesday, March 19,

NOW THEREFORE, I, Fred Sperr, Mayor of Milwaukie, Oregon, by the authority vested in me do hereby urge the citizens of Milwaukie to give their utmost support to the Team and their Coach, and request that everyone, who can do so, back our boys by attending the games in this tournament in which they will be playing.

Signed _____
Fred Sperr, Mayor.

A letter from the Southern Pacific R. R. Co., in which they stated they would bulldoze the berry bushes and underbrush off their property along Monroe Street east of Railroad Ave, was read.

A letter from Housing and Home Finance Agency, Public Housing Administration with reference to the following contract, was read.

HOUSING AND HOME FINANCE AGENCY
PUBLIC HOUSING ADMINISTRATION
SAN FRANCISCO FIELD OFFICE

1360 Mission Street
San Francisco 3, California

February 20, 1952

In reply please refer to:
SFFO: Management Area A

Mr. E. W. Kirkpatrick
City Attorney
City of Milwaukie
Milwaukie, Oregon

Dear Mr. Kirkpatrick:

There is attached hereto an original and four copies of letter addressed to

MEETING OF MARCH 10, 1952 (Cont'd)Letter from Housing and Home Finance Agency Public Housing
Administration (Cont'd)

the City of Milwaukie which upon execution thereof by the parties concerned becomes a contract covering the dedication of streets and acquisition of the water and sewer mains located in the project Kellogg Park, ORE-35023 by the City of Milwaukie.

Paragraph 5 of this contract has been revised in accordance with your letter received in this office on February 14. In this connection your attention is invited to that portion of Paragraph 5 providing that "The City may, at its option, terminate this contract on thirty days written notice if the PHA shall fail to submit for acceptance by the City, prior to June 1st, 1952, documents of dedication, together with conveyances of rights of way, licenses or easements necessarily appurtenant thereto, of the Project Water and Sewage Systems and public thoroughfares as they exist in the Project at the date hereof;". Although no exception is being taken to this deadline, the City should furnish us with the plats, maps and diagrams and perform the survey work provided for in Paragraph 7 in sufficient time to permit us to complete the documents of dedication as provided for in Paragraph 5 by the time specified. However since your letter states that this work is almost completed we do not feel that a protective deadline will be necessary in Paragraph 7.

After execution, please return the original and three counterparts of this contract to this office, retaining one executed copy for the City's record.

Sincerely yours,

(Signed)

R. B. SPAULDING
Chief, Management Area A.

HOUSING AND HOME FINANCE AGENCY
PUBLIC HOUSING ADMINISTRATION
SAN FRANCISCO FIELD OFFICE
1360 Mission Street
San Francisco 3, California

(ORE-35023-SF)m-1

February 15, 1952

City of Milwaukie
Milwaukie, Oregon

Gentlemen:

The United States of America, Public Housing Administration (PHA) or any successor to its powers, functions, and duties, by the undersigned contracting officer, offers to take and pay for water and sewage disposal services furnished by the City of Milwaukie, (City), to meet the requirements of the Kellogg Park Housing Project (No. ORE-35023) consisting of approximately 600 temporary dwelling units and appurtenant structures, located in the City of Milwaukie, State of Oregon, subject to the following terms and conditions:

1. Delivery of water and rendition of sewage disposal service under the provisions hereof shall commence on May 1, 1951 and shall continue for five years, or until terminated as hereinafter provided.
2. (a) The City shall initially deliver water at the point where the City water supply system connects with the PHA's water mains, namely 325 feet north of the Project pump house on "A" Road. On and after the effective date of dedication of the project water system as hereinafter provided, the City shall deliver water at the points where the dedicated water mains connect with the dwelling unit water service lines.
- (b) The City shall initially accept sewage from the Project at Manhole No. 5 (Engineering Station 13 + 85) on the PHA outfall sewer main. On and after the effective date of dedication of the Project sewer system as hereinafter provided, the City shall accept Project sewage at the points where the dedicated sewer mains connect with the dwelling

MEETING OF MARCH 10, 1952 (Cont'd)Letter from Housing and Home Finance Agency Public Housing
Administration (Cont'd)

unit sewer lateral lines.

3. (a) Water and sewage disposal service shall be rendered at a rate of ninety cents (90¢) per occupied dwelling unit per month; provided, however, that in the event the City shall, by ordinance, increase or decrease the rates payable at the date hereof by residents of the City of Milwaukie, the rates for service to the PHA shall be increased or decreased as follows:

There shall be added to or deducted from the rate of ninety cents (90¢) the amount by which the new effective minimum water rate is increased above or decreased below the present minimum of one dollar (\$1.00) per month.

There shall be added to or deducted from the rate of ninety cents (90¢) the amount by which the new effective minimum sewage disposal rate is increased above or decreased below the present rate of fifty cents (50¢) per month.

- (b) The rate provisions specified hereunder are offered by the City and accepted by the PHA in consideration of the proposed dedication to the City of the PHA-owned Project water and sewer systems and public thoroughfares as hereinafter provided.
4. Payments pursuant to the rates herein shall be made in accordance with bi-monthly bills submitted by the City to the Housing Authority of the County of Clackamas, Oregon.
5. The PHA may terminate this contract on ten days notice, if the United States shall dispose of the Project or any part thereof. The City may, at its option, terminate this contract on thirty days written notice if the PHA shall fail to submit for acceptance by the City, prior to June 1st, 1952, documents of dedication, together with conveyances of rights of way, licenses or easements necessarily appurtenant thereto, of the Project Water and Sewage Systems and public thoroughfares as they exist in the Project at the date hereof; but that the United States shall not be required to obtain easements in addition to those which it owns at the date hereof.

The water system, including pumping and storage facilities, and the Sewage system, including outfall sewer and easements appurtenant thereto, also all manholes, lampholes and other facilities appurtenant thereto; together with all necessary easements, as to both such systems, for the operation, maintenance and repair of such systems; except as to both such systems, such portions thereof as are commonly known as service connections, shall be conveyed to the City by conveyance unlimited as to duration; and subject only to such reservations as may be required by law, and such other reservations as are herein set forth. All existing public thoroughfares shall be conveyed to the City for use as public streets, or otherwise dedicated for use as public streets, and to be so accepted by the City. Such dedication to be unlimited as to time.

In consideration thereof, and in addition to other consideration herein set forth, the City agrees to operate, maintain and keep in a suitable condition of repair, so as to adequately serve said Project, all water mains, pumping and storage facilities for water; also said sewage system, as long as the United States retains title to the Project lands; and the City agrees to maintain and keep in a suitable condition of repair all thoroughfares so dedicated, as long as the United States retains title to said lands. The City further agrees, as long as the United States retains title to said Project lands, not to make any

MEETING OF MARCH 10, 1952 (Cont'd)

Letter from Housing and Home Finance Agency Public Housing Administration (Cont'd)

changes in the alignment of said Streets, or to make any changes in said water system or sewage system that might be detrimental to said Project, without first obtaining consent thereto from PHA or other governmental agency having in charge said Project, as long as the United States retains title in said Project lands.

6. The PHA agrees to maintain in full force and effect, so long as it can do so while this contract is in force, its existing agreement for standby water service with the City of Portland, identified as Government Contract No. HA)ORE-35023) mph-102, dated August 31, 1942, as amended by Supplement No. 1 thereto dated November 1, 1946, and the City agrees to reimburse the PHA for payments under said contract by deduction of the charges thereunder from bills rendered pursuant to this contract.
7. In connection with the proposed dedication of water and sewer systems as provided herein, the rights of way, licenses, or easements appurtenant thereto and the Project public thoroughfares, the City agrees to furnish such plats, maps, and diagrams, and to perform such survey work as may be necessary to accomplish such dedication.
8. On consummation of the proposed dedication of the project water system, the City shall assume responsibility for and pay for electric energy used by the pump at the existing Project well,
9. No portion of the water furnished hereunder shall be resold, except that the PHA may distribute water to the occupants of the Project as an incident of tenancy.
10. Except as specifically provided herein, water and sewer services and payment therefor shall be governed by the applicable rules and regulations of the City of Milwaukie.
11. In compliance with Acts of Congress and Executive orders of the President it is understood: (a) no Member of or Delegate to Congress shall be admitted to any share or part of this contract or to any benefit to arise thereupon, provided this provision shall not extend or be construed to extend to any contract accepted by any incorporated company where it is made for the general benefit of such corporation; (b) there shall be no discrimination by reason of race, creed, color, or national origin against any employee or applicant for employment qualified by training and experience for work in connection with this contract. The City shall include the latter provision in all subcontracts for any part of the work under this contract.

If you accept this offer subject to the foregoing terms and conditions please indicate your acceptance by the signature of an authorized officer of the City in the space provided below on the original and four counterparts, return to the undersigned contracting officer the original and three counterparts and retain one counterpart which is to be considered as an original on dispatch of the foregoing described documents as directed.

THE UNITED STATES OF AMERICA
PUBLIC HOUSING ADMINISTRATION

By (signed) E. Stanton Foster
Deputy Director, San Francisco Field Office

ACCEPTED:

City of MILWAUKIE
by (Signed) Fred Sperr, Mayor
Title: Mayor

MEETING OF MARCH 10, 1952 (Cont'd)

Fire Chief Puderbaugh reported to the Council that he will leave Milwaukie on March 15 to go to Los Angeles, California, at the expense of American Elkhart Co. and will drive the new piece of fire equipment back to Milwaukie.

There was discussion about draining and cleaning the water stand-pipe before the summer sprinkling season, but no action was taken at this time.

Manager Telford read the following letter:

March 10, 1952

Honorable Mayor and City Council
City of Milwaukie
Milwaukie, Oregon

Gentlemen:

On February 15th this year, the Housing Authority of the County of Clackamas received a carefully worded ultimatum from the Public Housing Administration. Excerpts from this letter to the Housing Authority are as follows:

"The following enumerated matters are identified with what appear to be clear violations of the Indenture of Lease between the Authority and the United States of America in relation to the Federally-owned War Housing Projects:

6. The Dual Capacity of the Executive Director, Thomas D. Telford, who serves as Executive Director of the Authority and as City Manager of the City of Milwaukie.

We must reiterate the conviction of the Public Housing Administration to the effect that the duties described above are incompatible and that action must be taken immediately by the Officer to terminate one of the two employments. As the matters now stand, this is entirely in the discretion of the Authority and the Executive Director, and the Public Housing Administration does not attempt at this juncture to indicate which of the two employments shall be terminated. We think it impossible for one Officer to serve two bodies whose interests do not at all times coincide.

You will recognize, I am sure, from the nature of the request contained in this communication, that it is my desire to receive prior to April 1, 1952 the assurance which I think the Public Housing Administration must receive from the Authority in order that it may be determined whether the interests of the United States warrant a continuation of the contractual relationship presently existing on War Housing Projects Ore. 35023 (Kellogg Park, Milwaukie, Oregon) and Ore. 35286 (Timberland Homes, Molalla, Oregon)."

The above letter was signed by Mr. J. G. Melville, Field Office Director of the Public Housing Administration in San Francisco, California.

Under the circumstances, I have no choice in the matter but to relinquish my duties as your City Manager, for which I receive the sum of \$1.00 per year and as City Engineer; for which I receive a flat rate of \$250.00 per month, as I have a wife and seven children to support.

I have been a Registered Professional Engineer of good standing in the State of Oregon since 1939 and to date have had no complaints; however, it seems to irk someone along the line that I am able to help the City of Milwaukie during its period of growing pains and restricted budget.

There seems to be more to this ultimatum than meets the eye. Mr. Melville's remark to the effect that it is impossible for one officer to serve two bodies whose interests do not at all time coincide may be an indication of what is to come.

MEETING OF MARCH 10, 1952 (Cont'd)

Letter from Thomas D. Telford (Cont'd)

I assumed the additional duties of City Manager and City Engineer for the City of Milwaukie with the full knowledge and consent of the Board of Commissioners of the Housing Authority of the County of Clackamas and to my knowledge, the best of relations have existed between the City Council of the City of Milwaukie and the Board of Commissioners of the Housing Authority.

The "bone of contention" at the Government level, I believe, appears to lie in the ultimate disposition of the land in Kellogg Park on which temporary housing units are now constructed. It is common knowledge that the future of Milwaukie lies in the Industrial Development of this land but it seems that certain interests have other ideas as to the disposition of this land other than the future industrial development of the City of Milwaukie.

It also appears that the Pin Ball and Gambling interests are supplying the necessary funds to fan the flame through contacts with local politicians who reportedly have influence in Washington, where, I have been told, the orders originated for me to terminate my services with either the City of Milwaukie or the Housing Authority.

It is with sincere regret that I tender my resignation as City Manager and City Engineer for reasons as above outlined. I have enjoyed working for your City and have endeavored to put into effect an efficient business administration.

If, in the future, I can be of service in any capacity as a citizen, I shall be more than glad to help in any way that I can.

Very truly yours,

(Signed)

Thomas D. Telford

It was moved by Taylor and seconded by Norbeck that the Council arrange for a meeting with the Housing Authority of Clackamas County in the near future and that Mr. Telford's letter be tabled for the present. Motion carried and so ordered.

The matter of cleaning the streets was discussed. The Council decided that the streets be swept by the machine sweeper ever other week, as the machine sweeper takes care of the outlying streets, and on the alternate weeks, the men sweep the down town streets, this will give the down town streets a weekly cleaning and the outlying streets a semi-weekly cleaning.

It was moved by Norbeck and seconded by Mullan that the following bills be approved and that the Recorder be directed to issue warrants for the payment of same.

West Disinfecting Co. janitor supplies	\$ 9.80
Jack O. Leiter drafting city maps	168.00
Milwaukie Oil Co., fuel oil	103.21
Portland Road & Driveway	339.80
Munnell & Sherrill	297.50
Doris M. Reed	30.00
The Tomdouglass Co.	20.00
Revolving Fund from General Fund	150.74
Revolving Fund from Water Fund	96.91
Bureau of Water Works	30.00
The Perry Pharmacy69
Addressograph Multigraph	1.49
Reddaway Gardens	20.00
Muffenbeier & Spencer- replace curb & sidewalk 34th & Harr	210.20
Muffenbeier & Spencer- concrete floor at maintenance shop	585.63
Eoff Electric Co. bulbs, batteries	28.65
Pacific Telephone & Telegraph Co. Ev.1-4727	13.80
Pacific Telephone & Telegraph Co. Ev.1-3333	18.00
" " " " Ev.1-1404	27.80
" " " " Ev.1-4511	39.75

MEETING OF MARCH 10, 1952 (Cont'd)

Pacific Telephone & Telegraph Co.	Em. 3024	\$ 14.05
Neptune Meter Co.	meters	174.15
Robinson Transfer & Storage Co.	drayage, refundable	1.15
Kilham Stationary & Printing		2.90
West Electric Service		35.30
Ditto Inc.		23.93
Portland General Electric,	street lighting	299.40
Richfield Oil Corp	gasoline c.	120.30
George Hildenbrand,	making stencils, (Sunday)	10.50
Price Rite Grocery		1.61
Ellen Martin,	Planning Commission Clerk	15.00
Wester Drug Lable Co.	10lbs scratch pads	1.50
The Multnomah Fuel Co.	Propane Gas	99.94
Pacific Stationary Co.		2.91
Waterworks Supplies Co.		25.82
City of Oregon City	radio service and repair	29.92
Minger Truck Line	drayage	2.19
Consolidated Supply Co.	Sewage Tr. & Water Dept supplies	181.67
J. M. Bernard Garage		81.34
Portland General Electric	Sewage Tr. Plant	108.48
" " "	City Hall	39.56
" " "	Power & Light Pump House	369.80
Standard Oil Co. of California		26.63
M. & N. Sheet Metail Works		1.20
Casey's	laquer thinner.	8.00
Milwaukie Lumber Co.		5.44
Contractors Equipment Corp		13.50
Milwaukie Hardware		21.36
Lawn Supply & Equipment Co.		16.46
Sweeper Service Inc.		158.50
W. P. Fuller & Co.		30.40
American Brush Co.		30.17
McCready Lumber Co.		26.60
Reddaway's Truck Line		1.03
Pool's		1.35
Anderson Bros.	Tires	15.00
Sperr's Shell Service		26.40
Mullan's Garage		95.47
Elder Hardware		11.05
Goodyear Rubber & Asbestos Co.		10.55
P. S. Lord Mechanical Cont.	tampers	7.19
" " "	steel grill	7.65

Motion carried and so ordered.

There being no further business to come before the Council at this time, on motion duly made and carried the meeting adjourned.

Ellen Martin
Recorder