

SPECIAL MEETING OF JUNE 28, 1950

COUNCIL CHAMBERS

A special meeting of the Council was held on the 28th day of June, 1950.

The meeting which was called by the Mayor for the purpose of reviewing the amounts in the different funds in the budget, and such other matters as were necessary to come before the Council at this time, was called to order by Mayor Sperr.

Present: Mayor Sperr; Councilman Mullan, Taylor, and Norbeck; Attorney Kirkpatrick; Treasurer Dillery, and Recorder Martin.

It was moved by Mullan and seconded by Norbeck that Irvin Stevens be appointed Fire Chief on a six month trial basis with the salary to be retroactive to June 1, 1950. Motion carried and so ordered.

It was moved by Mullan and seconded by Taylor that Police officer Patterson's resignation be accepted, effective July 1, 1950. Motion carried and so ordered.

It was moved by Mullan and seconded by Taylor that Bernard Muffenbeier be appointed Captain in the Fire Department effective July 1, 1950. Motion carried and so ordered.

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It was moved by Taylor and seconded by Norbeck that Edgar Strauss be transferred from the Police Department to the Fire Department, July 1, 1950. Motion carried and so ordered.

It was moved by Taylor and seconded by Mullan that Mayor Sperr be authorized to have the entry walk to the City Hall repaired. Motion carried and so ordered.

It was moved by Mullan and seconded by Taylor that a warrant be drawn in the amount of \$75.00 to John Brooks in payment of a point of Lot 28, Block 3, Robert's Re-Plat of J.R.W. Sellwood's Addition, for street purposes. Motion carried and so ordered.

It was moved by Norbeck and seconded by Mullan that the following bills, accrued during June be approved and that the Recorder be directed to issue warrants for the payment of same:

D.E. Johnson, repair of sidewalk at City Hall.....	\$145.84
Zanas Olson, advanced for Centennial Celebration.....	300.00
Reddaway's Truck Line, drayage.....	.94
Nelson Equipment Company, firemen supplies.....	393.46
H. L. Putnam, repair of fire truck.....	112.30
Remington Rand, Library supplies.....	22.94
D.C. Wax, Library table.....	50.00
Milwaukie Review, notices for library.....	20.00
The J.K. Gill Company, books and supplies for library.....	69.50
Marion Kirkpatrick, advance for postal supplies, library.....	19.00

Motion carried and so ordered.

It was moved by Taylor and seconded by Norbeck that the Mayor be authorized to sign the following agreement;

## AGREEMENT

This agreement entered into this 28th day of June, 1950, by and between City of Milwaukie, Oregon, a municipal corporation, a party of the first part; and Davis and Rocho, parties of the second part, witnesseth.

That in consideration of the granting of an easement by the parties of the second part to the party of the first part, to construct, operate and maintain and repair a water pipe line 16 inches inside diameter across land now owned by the parties of the second part; (where the same is now constructed); said land lying north and east of the City limits of the party of the first part, and between the Southern Pacific Main line and the Southern Pacific Tillamook line, in an area which would lie within the westerly extension of Kelvin Street in Bonnie View Acres, Plat Number 4, Clackamas County, Oregon; said easement to be to the City of Milwaukie, its successors and assigns forever; the party of the first part does hereby agree to the following:

1. To serve the tract of land now owned by the parties of the second part with water, at the same price and on the same terms as it serves all of its water users in the territory without the corporate limits of the City of Milwaukie, for all ordinary use; and in event that standby service is requested for any fire prevention automatic sprinklers; that it will serve any applicant within the territory of the land now owned by the parties of the second part, as hereinbefore above described, upon the same terms and at the same price as it will serve other applicants for such service, either within or without the corporate limits of the City of Milwaukie.

2. That it will make available to the parties of the second part, their heirs, successors and assigns, either by dedication or otherwise, a strip of land not less than 20 feet wide, extending from the northerly line of Harvester Drive to the northerly line of land now owned by the City of Milwaukie, such strip of land lying adjacent to the westerly line of the right of way of the Southern Pacific Tillamook line and westerly thereof, for purposes of ingress and egress to the land of the parties of the second part; and hereby consents that suitable grades be established on said strip of land to make the same useful for such purpose.

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In witness whereof the City of Milwaukie has caused this agreement to be executed by its Mayor and attested by its Recorder and its seal to be hereto attached; and that parties of the second part have executed the same in their own behalf.

CITY OF MILWAUKIE

By (Signed)  
Fred Sperr, Mayor.

Attest

Ellen Martin  
Ellen Martin, Recorder.

On motion duly made and carried the meeting adjourned.

Ellen Martin  
Ellen Martin, Recorder.