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A STUDY OF A COMMUNITY IN THE PROCESS  
OF WITHDRAWING A SERVICE

by

Emma Lois Smith

A thesis submitted in partial fulfillment  
of the requirements for the degree

of

MASTER OF SCIENCE

in

Sociology

Approved:

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Logan, Utah

1969

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In the spring of 1967 when I was searching for a thesis topic, it was suggested that I utilize a survey the Davis County Community Action Program conducted in the fall of 1966. After examining the survey, I noticed that the Anchorage Housing Project in Clearfield was separate; and I decided to write my thesis on the project.

I wish to express my appreciation to my chairman, Professor Evelyn Hodges Lewis, for the encouragement she has given me. I would like to thank Dr. Alison Q. Thorne for her critical review of material in the paper. I would like to thank Dr. Therel R. Black, Chairman of the Sociology Department, for being on my committee.

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Emma Lois Smith

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ABSTRACT

A Study of a Community in the Process  
of Withdrawing a Service

by

Emma Lois Smith, Master of Science

Utah State University, 1969

Major Professor: Professor Evelyn Hodges Lewis  
Department: Sociology

In 1942, the Navy Department constructed a Naval Supply Depot at Clearfield, Utah. The northern part of Davis County was still in the grips of the Depression of the 1930's. Therefore, the Public Housing Administration constructed a temporary housing unit of cinderblocks under the authorization of the Lehman Act of 1940 for those who came to the Clearfield area for employment. It was named Anchorage. In 1955, the Federal Government sold Anchorage to Clearfield City for \$20,451.70.

Clearfield City hired a crew of three men to maintain the project. The maintenance of the project slowly deteriorated through the years. Major repairs were not completed. Broken glass and puncture weeds were prevalent in the area.

Anchorage was a miniature, semi-isolated village. A grocery store, an elementary school, and a Branch of the L. D. S. Church were established there.

The Audit Reports reveal that Clearfield made a profit from the project. An average year, 1966, shows the city's profit to be

\$25,915.47.

Clearfield found the repairs of the project to be too costly and in 1967 sold it to the Clearfield Realty for \$60,000.00.

The Davis County Community Action Program, the State Division of Welfare, the Spanish-speaking Organization for Community Integrity and Opportunity, NAACP, and the Governor's Committee for Anchorage participated in solving problems which arose for the residents of Anchorage. One month prior to being demolished, nearly all of the residences were vacated and the residents relocated.

(123 pages)

## CHAPTER I

### INTRODUCTION

In 1943, the Public Housing Administration built a temporary housing unit across the street from the Clearfield Naval Supply Depot for the purpose of providing housing for the Depot's employees.<sup>1</sup> On June 28, 1955, the City of Clearfield purchased the temporary housing unit, known as Anchorage, from the Federal Government for \$20,451.70.<sup>2</sup> On October 26, 1967, the Clearfield City Council sold Anchorage to the Clearfield Realty for \$60,000.00.<sup>3</sup> The purpose of this paper is to determine how Clearfield City carried out its responsibility as a landlord in providing a service to its citizens and how this service was terminated.

The term "service" has many definitions. Bollens and Schmandt have defined service in the following statement:

As applied to the metropolitan scene, the so-called municipal-service market model has received most attention. Basically, this approach equates the decentralized governmental structure of an urban community to a "quasi-market" situation. It postulates that the various agencies producing public goods constitute a municipal-services industry which can be expected to exhibit patterns of conduct similar to those of private firms. By providing different bundles of levels of services, the local government presents the citizen consumer with a range of alternate choices.<sup>4</sup>

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<sup>1</sup>J. Ray Hansen, Interview, June 28, 1968.

<sup>2</sup>Quitclaim Deed, Clearfield City Files, June 28, 1955.

<sup>3</sup>"Housing Sale Surprises Clearfield CAP," Salt Lake Tribune, October 27, 1967, p. A14.

<sup>4</sup>John C. Bollens and Henry J. Schmandt, The Metropolis (New York: Harper and Row, 1965), p. 64.

The term "service" also presents another question: what are the community's proper functions? There are probably many images of local governments, but Adrian and Press have tentatively isolated the following images:

1. THE CITY AS AN INSTRUMENT OF COMMUNITY GROWTH.

Those who see the municipality in this guise believe that it has a duty to help the community to expand in both population and wealth. This is the "Boosterism" that is traditional in America, stemming from the frontier notions that growth is progress, bigness is goodness, and that a community must expand or die. The merchant, banker, newspaper editor, chamber of commerce manager, and city bureaucrat all stand to gain from growth, and they are all likely to see the government's highest duty as that of furthering it.

2. THE CITY AS THE PROVIDER OF LIFE'S AMENITIES. In a wealthy nation with a high standard of living, Americans are conscious of themselves as conspicuous consumers. The status in an impersonal society is symbolized in large part by the consumption of items they can afford. To an increasing extent--above all in suburbia--government is viewed as an agency for providing not merely the necessities of life, but for adding to the comforts of urban living. Supporters of this image of municipal government reject growth as the highest goal, or sometimes as any goal at all. They often prefer the smallness of the suburb to the growing metropolis, the expenditure of funds in residential neighborhoods to outlays benefiting Main Street.

3. THE CITY GOVERNMENT AS A CARETAKER. This is the view of the small-government, low-tax advocate. He sees government at all levels as best when it survives at a minimal level, providing only those functions that are ancient or--from his viewpoint--essential. Municipalities may patrol the streets against thieves and purify the water supply, but they should not seek expansion of functions into new areas. The advocate of personal resources is invariably to be preferred to government allocation. The caretaker philosophy appeals particularly, not only to the person who prefers minimal government at all levels, but to retired persons on fixed incomes, to the marginal homeowner who can barely afford to keep himself in that prestigious category, and to the person whose neighborhood already has a full quota of local services and is better supplied than are the poorer neighborhoods or the newer areas' of the community.

4. THE CITY AS ARBITER OF CONFLICTING INTERESTS. Those who hold to this view do not see local government as having a single dominant mission, but rather they consider it an umpire with responsibility to allocate the scarce resources of the community in such a way that all interested groups get a share. The self-conscious minority-group leaders, seeing no prospect for controlling the local government by themselves or in an effective coalition, are likely to take this point of view, as did the traditional political boss. The psychic or numerical majority can realistically advocate a concept of the "general good" or the "public interest," but a permanent minority can only seek access, and a set of roles that will help to guarantee it for them.

All of these images, and no doubt others, probably exist in any community simultaneously. Rarely would a community larger than a small town demonstrate such total agreement that a single type would stand in unrivaled control over the minds of policy makers. In most cases, a variety of images serve as frames of reference for officeholders and for citizens as they vote on referendum matters. These ideas about the proper role of municipal government serve to channel the kinds of decisions that are made and the way in which they are made in the contemporary American city.<sup>5</sup>

The services a community provides its citizens are many and varied. They include cultural services, educational services, medical services, legal services, recreational services, and social services.<sup>6</sup> Sometimes a community provides public housing.

The location of the public housing project which is the subject of this thesis is Clearfield, Utah. Clearfield is in the northern part of Davis County, one of the most heavily populated and industrialized areas in the state of Utah. Davis County is strategically located between Salt Lake City on the south and Ogden on the north, the two largest cities in the state. Davis County, itself, is heavily

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<sup>5</sup> Charles R. Adrian and Charles Press, Governing Urban America (New York: McGraw-Hill Book Company, Inc., 1968), p. 85-86.

<sup>6</sup> Egon Ernest Bergel, Urban Sociology (New York: McGraw-Hill Book Company, Inc., 1955), p. 348-349.

industrialized with private industry and federal defense installations.

Clearfield was founded in 1876 by Mormon settlers. It remained a small rural community until 1940. The population of Clearfield in 1940 was 1,053. The town of Clearfield was organized in 1922. The rapid population growth of Clearfield was a result of World War II when the Federal Government built Hill Air Force Base to the east of Clearfield and the Naval Supply Depot to the west of Clearfield.<sup>7</sup> The approximate population of Clearfield in March, 1969, is 11,000.<sup>8</sup>

The Anchorage Housing Project is located directly south of the main gate of the old Naval Supply Depot which is now the Freeport Center. Anchorage is annexed to Clearfield and covers 24.66 acres. The area served as a low-rent housing project and was owned by Clearfield City until the fall of 1967.

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<sup>7</sup>Jesse D. Barlow, History of Clearfield (Clearfield, Utah: Dedicatorial Services, Clearfield L.D.S. First Ward Chapel, 1953). (Mimeographed)

<sup>8</sup>Clearfield City files.

## CHAPTER II

## ANCHORAGE UNDER FEDERAL JURISDICTION

The history of the Anchorage Housing Project is an interesting one not only because it portrays a service rendered by a city to a specific group of citizens but it also depicts the rapid growth of the entire area of northern Davis County.

The Area During World War II

The birth of Anchorage was a result of World War II and the role which northern Utah and particularly the Clearfield area played in supplying material for the war.

The conditions prior to World War II

Prior to World War II, the entire northern Davis County was one of rural life. It is reported that the streets of Clearfield were not paved until after the Naval Supply Depot and Hill Air Force Base were established in the vicinity. Roads went in the direction of farms which dotted the countryside.<sup>1</sup> Farm houses were irregularly sprinkled throughout the area; and when a son married, the family built the newly married couple a small house close to the parental farm house.<sup>2</sup>

In the early 1940's, northern Davis County was still in the grip of the Depression of the 1930's. What jobs were available paid

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<sup>1</sup>Hattie Sessions, Interview, July 1, 1968.

<sup>2</sup>Louise M. Steed, Interview, July 1, 1968.

about 30 cents an hour. In order to survive, some citizens raised what they could on their farms and then bartered for their other food-stuffs.<sup>3</sup>

#### The coming of the Naval Supply Depot

When World War II erupted, the United States Army, Navy, and Air Force established a network of Federal Supply Depots. Because of its central location among the western states, a number of these key installations were established in Utah.<sup>4</sup>

The Navy expected the Japanese to invade the Pacific coastal regions after the attack on Pearl Harbor and consequently wanted a supply depot to be located inland with easy access to its ports at Seattle, San Francisco, and San Diego.<sup>5</sup> Clearfield was selected over several other locations as meeting more of the Navy's depot site requirements than any other locality in the inland region.<sup>6</sup>

The area chosen by the Navy Department was a total of 1,600 acres of fertile farmland operated by 43 farmers.<sup>7</sup> The farmers organized together and petitioned Congress, the Navy Department, and President Franklin D. Roosevelt in an effort to have the Naval Supply Depot established elsewhere. Governor Herbert B. Maw, Senator O. A. Murdock, Senator Elbert D. Thomas, and President David O. McKay, then

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<sup>3</sup>Clyde Adams, Interview, July 1, 1968.

<sup>4</sup>Leonard J. Arrington and Archer L. Durham, "Anchors Aweigh in Utah: The U. S. Naval Supply Depot at Clearfield, 1942-1962," Utah Historical Quarterly 31(2):10 (Spring, 1963).

<sup>5</sup>Clyde Adams, Interview, July 1, 1968.

<sup>6</sup>Arrington and Durham, p. 11.

<sup>7</sup>Ibid.



an apostle of the L. D. S. Church, inspected at least seven sites in Utah. But the Navy rejected all the alternate choices as unsuitable.<sup>8</sup>

It is believed that this action on the part of the farmers resulted in a much higher purchase price for the government. The Clearfield area farmers received \$500.00 an acre while the farmers whose land was utilized in the Hill Air Force Base two miles away received \$75.00 an acre.<sup>9</sup> The former land was irrigated while the latter was dry farm land, and the transaction occurred a number of years earlier.

The Ogden Chamber of Commerce fifteen miles away and located in a city with a population of 43,000 supported the establishment of the Naval Supply Depot at Clearfield. It argued that fertile farmland was abundant in Utah, but water was the scarce resource. The establishment of a base would be an asset to the area, and the opposition to the Depot built at Clearfield was a result of community jealousies.<sup>10</sup>

On May 26, 1942, President Roosevelt authorized Secretary of the Navy, Frank Knox, to acquire the property. On June 3, 1942, Captain Raymond V. Miller arrived at Clearfield to begin construction. The Depot was officially commissioned on April 10, 1943.<sup>11</sup>

#### The reason Anchorage was built

When the Clearfield Naval Supply Depot was built, many people who did not live in the area migrated to the Clearfield area to work at

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<sup>8</sup> Ibid., p. 12-13.

<sup>9</sup> Clyde Adams, Interview, July 1, 1968.

<sup>10</sup> Ogden Standard Examiner, (May 10, 1942, p. 1.

<sup>11</sup> Arrington and Durham, p. 13.

the Naval Supply Depot. As a result of the limited building during the Depression, there were not many homes available. New families lived in garages, sheds, chicken coops, or with local families who, upon seeing their plight, shared homes with those who came to the Clearfield area for employment. At the beginning of the defense installation build-up in the area, Warren D. Campbell built on his farm the first subdivision in the Clearfield area. This subdivision was called East and West Campbell Heights. Later it was renamed 1000 South Street.<sup>12</sup>

The Public Housing Administration built a temporary housing unit for those employed at the Naval Supply Depot in 1942. The housing unit was built under the authorization of the Lehman Act of the 76th Congress which provided housing for those persons who worked at national defense installations in areas which did not have ample housing.<sup>13</sup> It was constructed as a temporary housing unit planned to survive seven years and was originally named Navy Acres. The name was later changed to Anchorage.<sup>14</sup> It was built of cinderblocks and covered 22.5 acres. The land was purchased from Reuben Kilgore and was ready for occupancy sometime in 1943.<sup>15</sup>

The housing was administered by the Public Housing Administration and was completely separate from the military. The over-all

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<sup>12</sup>Mrs. Marion Campbell, Interview, July 7, 1968; and Louise M. Steed, Interview, July 1, 1968.

<sup>13</sup>U. S., 76th Congress, Third Session, October 14, 1940, Congressional Record, p. 1125-1128.

<sup>14</sup>J. Ray Hansen, Interview, June 28, 1968.

<sup>15</sup>Ralph L. Rampton, Interview, July 25, 1968.

Housing Director was Mr. Ralph L. Rampton who administered Anchorage and other similar housing units in the North Davis County area. At each housing project, there were an assistant housing manager, a clerk, a maintenance foreman, and three maintenance men. Each apartment in the unit was supplied with water, lights, gas, and a gas stove. The apartments had one, two, or three bedrooms. The rent ranged from \$36.00 to \$45.00 per month. The residents were required to give evidence of employment at the Naval Supply Depot before they were allowed to occupy an apartment.<sup>16</sup>

Although the citizens in the area thought that the flat-roofed buildings which constituted Anchorage looked different and unattractive, they were pleased that the new residents now had a place to call home.<sup>17</sup>

#### The Area After World War II

When World War II ended, the need for Anchorage was still great because the war-time ban on building was still in effect. The eligibility requirement for housing in the project was still the same as during the War.

#### The control of the project by the Public Housing Administration

The Public Housing Administration continued to operate the Anchorage Housing Project as if it were a small village. A grocery store was built, and a Branch of the L. D. S. Church was established.

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<sup>16</sup>Ibid.

<sup>17</sup>Louise M. Steed, Interview, July 1, 1968.

in Anchorage.

Part of the water used by Anchorage was purchased from the Naval Supply Depot and used as a supplement to the water which the Public Housing Administration had made available in conjunction with Clearfield City.<sup>18</sup>

#### The role Clearfield played

Clearfield played a vital role in the aftermath of World War II; Anchorage was accepted as a permanent part of Northern Davis County.<sup>19</sup> The mail for the Anchorage Project was channeled through the Clearfield Post Office. The City of Clearfield received tax payments from the Public Housing Administration for the Anchorage Housing Project.<sup>20</sup>

#### Anchorage Under Clearfield City

Although Clearfield did not purchase the Anchorage Housing Project from the United States Government until 1955, the reasons the United States Government wished to relinquish the ownership of temporary housing units constructed under the Lehman Act of 1940 are significant.

#### The reasons the Federal Government sold Anchorage

At the time the Lehman Act of 1940 was passed, there was not enough adequate housing where the defense installations were being

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<sup>18</sup> Ralph L. Rampton, Interview, July 25, 1968.

<sup>19</sup> Arrington and Durham, p. 13.

<sup>20</sup> Public Housing Administration, Letter to Clearfield City, April 6, 1955.

constructed to provide living accommodations for the large number of employees required to maintain federal installations of national importance for the protection of the country.<sup>21</sup>

The Anchorage Housing Project, which was constructed under the Lehman Act of 1940, was constructed as temporary housing to last seven years.<sup>22</sup> According to one governmental official interviewed, the government operates as a big business. If the longevity of a particular building can be lengthened by minor repairs, the government repairs the building in question; but if the over-all cost of the repairs are more than the value of the building, then the government will tear down the old building and construct a new building which will last twenty or thirty years without major repairs.<sup>23</sup>

On April 20, 1950, the Lehman Act of 1940 was amended to state that on or before June 30, 1955, the United States Government would dispose of the temporary housing projects which were constructed under the Lehman Act of 1940.<sup>24</sup>

By 1950, the government was finding that the cost of maintaining the temporary housing units was greater than the rental of said units.<sup>25</sup> The units had been used longer than the time for which they had been constructed and so were uneconomical. Then, too, the areas surrounding the defense installations had developed, and new housing diminished the

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<sup>21</sup>U. S., 76th Congress, Third Session, October 14, 1940, Congressional Record, p. 1125-1128.

<sup>22</sup>J. Ray Hansen, Interview, June 28, 1968.

<sup>23</sup>E. F. Horrocks, Interview, July 3, 1968.

<sup>24</sup>Melvin G. Wood, Mayor of Clearfield, Letter to J. G. Melville, Director of Public Housing Administration, June 16, 1950.

<sup>25</sup>E. F. Horrocks, Interview, July 3, 1968.

need for temporary housing units.<sup>26</sup>

Another very important reason the government decided to dispose of the temporary housing units was the fact that a great many of the Federal defense installations established during World War II were no longer in operation; and since the defense installations were not present in a given area, the temporary housing units constructed to house the employees of the said installation were no longer needed.<sup>27</sup>

The reasons Clearfield bought Anchorage

As soon as Clearfield received word that the Federal Government was planning to dispose of Anchorage, Clearfield City expressed a desire to purchase the housing project. A letter of application to purchase the unit was sent to the Public Housing Administration on June 16, 1950.<sup>28</sup> This was followed by a resolution to purchase the Anchorage Housing Area which was unanimously passed by the Clearfield City Council on November 13, 1950.<sup>29</sup> The resolution stated that Clearfield planned to provide housing for persons who were either disabled veterans of the two world wars or dependents of deceased veterans. The unit would also be available to those who were displaced by any low-cost housing project or slum clearance initiated after January 1, 1947. The unit was to be of a temporary nature; and when any building became too worn to provide adequate shelter, it would be torn down and

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<sup>26</sup>Ralph L. Rampton, Interview, July 25, 1968.

<sup>27</sup>Arrington and Durham, p. 13.

<sup>28</sup>Melvin G. Wood, Letter to J. G. Melville, June 16, 1950.

<sup>29</sup>Minutes, Clearfield City Council, November 13, 1950.

eventually the unit was to be sold.<sup>30</sup>

Although the City of Clearfield applied to the Public Housing Administration on June 16, 1950, to purchase the Anchorage Housing Project, the final agreement and legal details were not completed for several years.

Clearfield's purchase of Anchorage

In 1955, the sale of the temporary housing unit was finalized between the two parties. Many letters had been exchanged concerning the legalities involved in the sale of the property.<sup>31</sup>

The Clearfield City Council prepared a resolution petitioning the Federal Government to sell the project to Clearfield City February 2, 1955.<sup>32</sup>

The matter was brought up again at the City Council meeting on April 11, 1955, at which time the Public Housing Administration set three conditions for the purchase of the property. They were:

1. Set a deadline as June 30, when negotiations must be completed.
2. Quote a price.
3. Demotion factors, provides for demotion when buildings are no longer used for living quarters.<sup>33</sup>

On June 13, 1955, the matter of including in the purchase the additional price of the store at Anchorage plus another 0.8 acre west

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<sup>30</sup>Resolution Requesting Transfer of Temporary Housing Pursuant to Title VI of the Lehman Act. Clearfield City Council, November 13, 1950.

<sup>31</sup>Letters, Clearfield City Files.

<sup>32</sup>Minutes, Clearfield City Council, February 2, 1955.

<sup>33</sup>Minutes, Clearfield City Council, April 11, 1955.

of the store to ensure the City's purchase of the project passed the Council unanimously.<sup>34</sup>

The Council authorized the City Manager, R. Clay Allred, to purchase Anchorage and the additional property.<sup>35</sup> A Quitclaim Deed was issued on June 28, 1955, stating that the United States had sold the Anchorage Housing Project to the City of Clearfield for \$20,451.70.<sup>36</sup>

Even before the sale was final, the residents of Anchorage were notified.<sup>37</sup>

The United States Government, which had constructed Anchorage, now passed from the evolving picture of the project; and Clearfield City acquired the role of landlord in the project.

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<sup>34</sup>Minutes, Clearfield City Council, June 13, 1955.

<sup>35</sup>Minutes, Clearfield City Council, June 27, 1955.

<sup>36</sup>Quitclaim Deed, Clearfield City Files, June 28, 1955.

<sup>37</sup>Notice, From Public Housing Administration to Anchorage Residents, June 10, 1955.



## CHAPTER III

## ANCHORAGE UNDER CLEARFIELD'S JURISDICTION

When the Federal Government sold the housing project to Clearfield City, it faded into the background; and Clearfield, which until the sale had played a minor role in Anchorage, now found itself in the role of landlord. Clearfield had many more responsibilities to the residents of Anchorage besides the collection of the monthly rents.

Clearfield's Policies for Anchorage

Even before the sale of the housing project was completed, the City of Clearfield had begun to plan the policies under which the housing project would function. Clearfield sought advice and counsel from other cities which had in the past or were presently operating a municipal housing project. Tooele, a city in western Utah, was operating a municipal housing unit; and it advised Clearfield to own the land on which the project would be located. It also advised the City to seek the best legal counsel in the purchase of the housing unit.<sup>1</sup>

The preliminary procedures for the sale of Anchorage

On June 10, 1955, the General Housing Manager employed by the

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<sup>1</sup>Dale William James, Tooele City Manager, Letter to R. Clay Allred, Clearfield City Manager, January 31, 1955.

Federal Government for the Anchorage Housing Project, Harold W. Glade, issued the following statement to the tenants living in the housing project:

The Government of the United States, through the Public Housing Administration, contemplates the sale and relinquishment of title and management of the Anchorage Housing Project at Clearfield, Utah, to the town of Clearfield effective July 1, 1955.

This will be your official Notice and Cancellation of your Lease and Certificate of Registration for the dwelling unit which you occupy as of June 30, 1955.

Mr. R. Clay Allred, City Manager for the town of Clearfield, will assume management of the project on and after July 1, 1955, if relinquishment of the project is accomplished on that date.

The tenants will be instructed by the new Clearfield City Administration regarding new Leases and Terms and Condition of Occupancy at a later date.

In view of this pending transfer, the management requests all rents due the Government through June 30, 1955, to be paid promptly to the cashier at the management office.

The project employees extend best wishes to the tenants of Anchorage for a happy and pleasant residence under the new Administration.<sup>2</sup>

Clearfield's policies for the housing project

After the sale of the Anchorage Housing Project had been completed, the Clearfield City Council immediately, at the next Council meeting, began the task of setting up the policies for the housing project. The City was notified by the Mountain Fuel Supply Company that the City must have a public liability insurance for

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<sup>2</sup>Notice, From Public Housing Administration to Anchorage Residents, June 10, 1955.

Anchorage before the Mountain Fuel Supply Company would service the housing project. The Council agreed that the Vern Smith Insurance Company be authorized to write a policy for the remaining portion in the entire City Insurance premium at which time the entire insurance, including the public liability insurance for Anchorage, would be let out for bid.

Mr. R. Clay Allred, the City Manager, recommended that the City Council set a firm policy regarding delinquent rents from the housing project. The Council's policy was that if the delinquent rent occurred past 15 days of the due date, eviction notice would be rendered.

The maintenance policy of Anchorage was reviewed; and the Council agreed that the maintenance of the housing project should be as good as it had been in the past and, if possible, better. The Council approved Mr. Allred's decision to hire the following men at the housing project:

Alvah Gentry, Maintenance Supervisor	\$300.00 per month
Ray Hansen	265.00 per month
Arden Cornell	260.00 per month. <sup>3</sup>

As soon as possible the Terms and Conditions of Occupancy for the Anchorage Housing Project were drawn up. They were quite lengthy and detailed. For further information, see Appendix C.

As soon as the assets of the Anchorage Grocery Store could be evaluated, the City Council decided to charge \$135.00 per month for the

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<sup>3</sup>Minutes, Clearfield City Council, July 11, 1955.

rental of the grocery store.<sup>4</sup> Mr. Wayne Leavitt, the operator of the Anchorage Market, thought this amount was too high and stated that if the rent of the market was more than \$104.50 he would be forced to seek other employment. The City Council voted unanimously to set the rental of the grocery store at \$104.50 per month.<sup>5</sup>

The Clearfield City Council decided to sell some of the items (used furniture) from the Anchorage Housing Project, and the following notice appeared in the Weekly Reflex on August 11, 1955:

The following Anchorage Housing Project used material will be sold by Clearfield City Corporation to the highest bidder. Bid must be for total amount of material. No items will be sold individually.

40 beds 3'3" x 6'4" (single)  
 36 bed springs 3'3" x 6'4" (single)  
 75 mattresses, 37½" x 74"  
 46 chests of drawers, hardwood, varying sizes as follows:  
     36" x 38" x 20"  
     28" x 38" x 20"  
     32" x 43" x 17"  
 30 tables --- 2-, 3-, 4-leaf, hardwood  
 20 gas cooking ranges  
 15 Coolerator ice boxes  
 55 space heating coal stoves  
 200 cinderblocks  
 550 storm windows, assorted sizes:  
     50" x 33"  
     50" x 20½"  
     50" x 30"  
     38½" x 21"  
     50" x 37"  
 10 toilets  
 26 flush tanks for toilets  
 10 wash basins  
 29 kitchen sinks  
 1,000 lbs. used plumbing materials--tees, elbows,  
     nipples, 1/2" and 3/4" pipe.

The City of Clearfield reserves the right to reject any or all bids. All material must be removed from Anchorage

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<sup>4</sup>Minutes, Clearfield City Council, July 26, 1955.

<sup>5</sup>Minutes, Clearfield City Council, August 11, 1955.

premises 10 days after bid is awarded.

The above material may be examined at the Anchorage Housing Project at any time up to the deadline for bid receipts.

Bids may be delivered or mailed to City Manager's Office, Clearfield City Corporation, Clearfield, Utah. Bids will be closed at 12:00 noon, Thursday, August 18.<sup>6</sup>

The City Council was of the opinion that the primary function of Anchorage was to supply needed housing; and when the housing shortage no longer existed, the housing units should be dismantled. The Council recommended that Anchorage should be reviewed annually.<sup>7</sup>

The Clearfield City Council issued a notice to the residents of Anchorage during the month of December, 1955, announcing changes of policy. The notice is as follows:

Due to increased consumption and the cost of maintenance of utilities such as water, electricity and power, a small utility cost will be charged each unit of Anchorage Housing Project in Clearfield beginning January 1, 1956.

Many tenants, under federal management of Anchorage, paid a charge for using their refrigerators, a charge which Clearfield City has not levied heretofore. But now, with so many tenants using additional appliances like refrigerators, televisions, and driers, the work load is much greater than before. The increased power load shows up in the number of fuses the maintenance staff has to replace daily.

Christmas tree lights have already begun to cause trouble, where tenants plug in too many appliances at one time. In line with the national safety campaign, Clearfield City urges tenants to use all precautions against overloading the lines, by unplugging all but the most necessary appliances when the lights are on.

A part of the new utility charge will help pay for the increased water costs for Anchorage. Clearfield is paying

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<sup>6</sup>Proof of Publication, Weekly Reflex, Kaysville, Utah, August 11, 1955.

<sup>7</sup>Minutes, Clearfield City Council, November 18, 1955.

quite a bit more for this service than it cost the federal housing.

Every household unit in Clearfield is being levied an additional sewer charge to cover increased cost of maintenance and improvements. City householders who have been paying \$1.70 will now pay \$2.00 per unit. These costs are covered in the new utility charge at Anchorage.

The schedule for utilities (rent) will be as follows:

<u>Size</u>	<u>Unfurn.</u>	<u>Utility</u>	<u>Total</u>	<u>Furnished</u>
0 bedroom unit	\$36.00	\$3.00	\$39.00	\$42.50
1 bedroom unit	39.00	3.50	42.50	46.50
2 bedroom unit	45.00	4.00	49.50	55.00 <sup>8</sup>
3 bedroom unit	48.00	5.00	53.00	61.00

The residents of Anchorage petition  
against the Notice

On January 23, 1956, a petition from the residents of the Anchorage Housing Project was presented to the Clearfield City Council in protest against the Notice the City issued concerning the housing project a month before. It is as follows:

A PETITION

To: The City Council, City of Clearfield, Utah.  
From: Tenants of the "Anchorage," formerly a Federal Housing Project.

This petition is submitted, and is to be considered, as a protest against the arbitrary and ill-proportioned levying of so-called utility charges against each housing unit of the Anchorage, by the City of Clearfield, Utah.

1. The undated notice of additional utility charges, to become effective on 1 January 1956, was presented to tenants of the Anchorage on 17 December 1955. Terms of Occupancy, Paragraph 1B, as signed and agreed upon by the City and the tenants, specifies that any modification of rent or other charges will be made only after a 30-day advance notice to the tenants.

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<sup>8</sup>Notice, From Clearfield City to Anchorage Residents, December, 1955.

2. The utility charge, as referred to above, is a duplication of existing charges. Tenants, for several years past, have been paying a utility charge over and above the regular rental fee.

3. A nominal increase in utility charges, in line with the 30¢ increased sewage charge per household unit, as levied in the City of Clearfield plus a nominal increase to care for additional costs for water would occasion no adverse criticism from the tenants. Nor would a charge that would actually be spent for better lighting and drainage, within the confines of the housing project. However, a whopping additional charge of approximately none percent, over and above the existing rental, and utility charges is, in the opinion of the tenants, all out of proportion.

4. It is feared that if this levy is allowed to be made, without protest, that it will be used as a precedent for further modifications that will prove a financial burden upon the tenants of Anchorage, and will, at the same time, further enrich the already overflowing coffers of the City of Clearfield. The "Little Gold Mine," as the Anchorage is referred to by the people of Clearfield and surrounding territory, is expected to provide a considerable portion of the funds to be expended in the 1956 city budget. Does this sound as if the city is in such dire need that an exorbitant tax levy should be invoked upon the tenants of the Anchorage?

5. It is petitioned that some one person be assigned by the City of Clearfield as an intermediary between the city and the tenants. Some person who can weigh evidence from both sides and make judgments without bias. While it is desired to have police protection--it is not desired that our only contact with the city be through the police department.

6. Tenants of the Anchorage, for the most part, fall into what can be considered the lower income brackets. Most are employed at nearby military installations. Many are still in the military services which, while not in actual hostilities, are still at a constant alert.

7. The population of the Anchorage is some 240 families, consisting of approximately 1000 persons. Roughly one-sixth of the total population of Clearfield City. A great percentage of the income of these families is expended with Clearfield merchants for food, clothing, gasoline, furniture, and sometimes luxuries.

8. So many conflicting statements have appeared in local papers concerning the permanency of the Anchorage that

the tenants hesitate to spend their personal funds for paints, shrubbery, fences, etc., that otherwise would be expended to beautify their immediate living quarters. A little co-operation, by the City, would affect the tenants to make the whole project into a clean, wholesome and desirable place in which to live and raise their children. A campaign, based on the premise that pride in one's home and community, can become as infectious as slovenliness--and would be more rewarding and economical.<sup>9</sup>

After presenting the petition to the Clearfield City Council, the group of Anchorage citizens suggested that a committee from the Anchorage and the City be appointed to work toward a mutual agreement. The Council agreed and requested that the Anchorage residents come with recommendations for the committee to meet with the Anchorage residents at the next meeting.

The Council unanimously consented to review the petition and the proposed increase in the rent. If the proposed rent increase was justifiable, the new rate would go into effect on 1 February. But if the proposed rent increase could not be justified, then the Council would take steps to correct it.<sup>10</sup>

At the next Clearfield City Council meeting, the group from the housing project presented the following problems to the Council:

1. Troublesome peddlers and solicitors.
2. Minor children left unattended.
3. Moving of Parking Logs for more parking space.
4. Permission to wash cars on lawns, thus utilizing the water for lawns.
5. Cleaning up of houses of prostitution which reportedly exist.
6. Filling chuck holes and holes left by city crews when mail boxes were removed.
7. Problems of schools, teachers, bus drivers discrimination

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<sup>9</sup>A Petition. To Clearfield City from Anchorage Residents, January 23, 1956.

<sup>10</sup>Minutes, Clearfield City Council, January 23, 1956.



against the Anchorage children, stating that Anchorage does not pay taxes and that the children are living in a "slum area." (The group asked Mayor Wilcox to write the School Superintendent regarding this problem. They felt it would carry more weight.)

8. Protest raise in rents again. <sup>11</sup>
9. Lack of proper street lighting.

The Mayor told the group that a committee would be named to work with the residents of Anchorage on their problems. He was confident of the committee's success in dealing with and solving the problems of the Anchorage Housing Project. The Mayor suggested that the Anchorage residents do the following with regard to the problems listed above:

1. The use of signs on their doors discouraging peddlers might be helpful.
2. Sign a complaint or turn juvenile problems over to welfare or juvenile authorities.
3. Report houses of ill fame to the City Manager who will get police action immediately.
4. Repairs would be made to chuck holes as soon as possible.
5. The Mayor would be glad to talk with the School Superintendent if the group felt it would do any good. The Mayor felt sure the School Board would take care of this problem.<sup>12</sup>

The fact-finding committee for Anchorage found the following items were most urgent in the eyes of the residents of Anchorage:

1. Appointment of a man from Anchorage to sit in on Council meetings wherein Anchorage is discussed.
2. A Committee be authorized by Clearfield City Council to solve internal problems and affairs.
3. Some assurance that raise in rents will not occur again in the near future.
4. Some idea how long Clearfield intends to keep Anchorage.

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<sup>11</sup>Minutes, Clearfield City Council, February 13, 1956.

<sup>12</sup>Ibid.

The Clearfield City Council answered the items respectively:

1. They invited a member of Anchorage to be present at all City Council meetings but promised to notify the Anchorage Committee if any major Anchorage problem is planned on the agenda.
2. The Council cannot authorize any committee to act in the capacity of an officer of the law but recommended that a citizen committee act in the capacity of a grievance committee. Mr. Allred felt this group could be very effective so long as they do not infringe on Police power. In other words, they could suggest to the Anchorage people but could not take drastic action.
3. Anchorage will be up for review in January, 1957. The Council has agreed to maintain it until that time when it will be reviewed again.
4. As for the rent raises, the Council explained that it was impossible for the Council to foresee economic changes which might affect their decision in this regard; however, the Council indicated that they did not anticipate any rent increases in the foreseeable future. If, however, the necessity for an increase does arise, they will advise Anchorage residents in plenty of time to consider it.<sup>13</sup>

#### The Services that Clearfield Rendered Anchorage

As Clearfield adjusted its policy towards the Anchorage Housing Project, many services were provided the Anchorage resident.

#### The services were varied and complex

The first service which Clearfield City provided its newly acquired housing project was garbage collection. This was assumed immediately after the sale of the property was approved.<sup>14</sup>

The City Council approved door to door mail delivery. Up to

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<sup>13</sup>Minutes, Clearfield City Council, March 21, 1956.

<sup>14</sup>Minutes, Clearfield City Council, June 27, 1955.

this time, the Post Office had the residents place mail boxes at the sidewalks; but with the Council's approval, the Post Office commenced to deliver the mail door to door.<sup>15</sup>

The City of Clearfield authorized the City Manager to buy grass seed for the Anchorage residents.<sup>16</sup> Lawn mowers were also provided. Electricity, gas, and water were provided by the City.<sup>17</sup> The Council approved roof repairs and the purchase of paint.<sup>18</sup>

The Administration Building was available to any group which might require the use of the building. A Branch of the L. D. S. Church was established and held meetings in it.<sup>19</sup> The Veterans of Foreign Wars also held meetings in the building.<sup>20</sup>

The City Council approved the City's donation of \$50.00 toward giving the Anchorage children polio shots since the Council felt that the parents could not afford the polio shots for their children.<sup>21</sup>

#### The elementary school at Anchorage

The Davis County School District requested the use of the Administration Building at the housing project for an elementary school. The City Council agreed to rent the Administration Building to the Davis County School District for \$45.00 per month.<sup>22</sup> The

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<sup>15</sup> Minutes, Clearfield City Council, June 27, 1955.

<sup>16</sup> Minutes, Clearfield City Council, April 9, 1956.

<sup>17</sup> Terms and Conditions, Clearfield City Files.

<sup>18</sup> Minutes, Clearfield City Council, November 16, 1955.

<sup>19</sup> Louise M. Steed, Interview, July 1, 1968.

<sup>20</sup> Minutes, Clearfield City Council, September 24, 1956.

<sup>21</sup> Minutes, Clearfield City Council, May 9, 1961.

<sup>22</sup> Minutes, Clearfield City Council, May, 1957.

overcrowded situation of every elementary school room in the Clearfield area was the prime reason in the School District's request.<sup>23</sup>

The Clearfield City Council was of the opinion that the Davis County School District's use of the Administration Building at the project offset all the property taxes which the District might have received from the City. The Council asked the City Manager to request an appraisal by the County Assessor. His report is the following:

Cost per student for buildings.	= \$1,100.00
Value of Anchorage Building per student.	= 550.00
10% rental of \$550.00.	= 55.00
\$55.00 per student times 120 students.	= 6,600.00
Rental value of Anchorage School.	= 6,600.00
Being paid per year now.	= 510.00
180 units at Anchorage times \$25 taxes per unit.	= 4,500.00
School per cent of taxes	= $\frac{52\%}{\$2,340.00}$ <sup>24</sup>

The school at Anchorage was planned for only one year. When the School Board met with the parents, this was the arrangement. The school was for the Anchorage children only. But the school which was planned for construction the following year was not constructed. Therefore, the Anchorage School was in existence from 1957 to 1961, at which time the children at the Anchorage School were rezoned to the Clearfield area schools rather than to the Vae View School in North Layton as originally planned because the surrounding area had also built up.<sup>25</sup> It is said that the school at the Anchorage Housing

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<sup>23</sup> LaMar A. Stuart, Interview, December 16, 1968.

<sup>24</sup> Minutes, Clearfield City Council, November 10, 1958.

<sup>25</sup> Louise M. Steed, Interview, January 26, 1969.

Project was a success because of the strong teachers who taught there.<sup>26</sup>

The residents' responsibilities to the project

The resident of the Anchorage Housing Project had many responsibilities. There were a total of 18 different rules and regulations which governed the residents at the housing project. For further information, see Appendix C. The residents were requested to pay the service charge of \$7.00 per month for gas heaters during the winter months. The residents would apply for the gas heater and the extra charge would last four to five months.<sup>27</sup>

The residents of Anchorage could receive paint from the Housing Office for \$1.00 per gallon if they wanted fresh paint. The Council was of the opinion that paint ought to be given the tenant periodically.<sup>28</sup>

Many of the tenants who had delinquent accounts with the Housing Office were urged to help the City crews with the roof repairs.<sup>29</sup>

The Anchorage Housing Office

At the next City Council meeting after the purchase of the war housing project, three men were hired by the City to maintain the unit. They were Alvah Gentry, who was the maintenance supervisor;

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<sup>26</sup> LaMar A. Stuart, Interview, December 16, 1968.

<sup>27</sup> Minutes, Clearfield City Council, October 14, 1957.

<sup>28</sup> Minutes, Clearfield City Council, October 16, 1958.

<sup>29</sup> Minutes, Clearfield City Council, May 9, 1960.

Ray Hansen; and Arden Cornell.<sup>30</sup> This number was increased to eight men by 1962. Ray Hansen had been promoted to maintenance supervisor in 1957.<sup>31</sup>

The Housing Office duties included the collection of the rent as well as the maintenance of the project. Painting, reroofing, and keeping the general appearance of the grounds in good condition were part of its duties. It also inspected the individual units periodically and gave instructions whenever the residents requested their assistance.

The Housing Office kept the individual units filled; and if the number of vacancies went below twenty, it was brought to the attention of the City Council.<sup>32</sup> From 1955 to 1962, there were 245 individual units in the project. Then in 1962, the housing project slowly lost residents as newer military housing was provided and the closing of the Naval Supply Depot cut into the population.<sup>33</sup> The Naval Supply Depot was discontinued in February, 1963.<sup>34</sup>

#### The slow deterioration of Anchorage

When Clearfield purchased the housing project and began to plan the future of Anchorage, the deteriorating processes of time and weather were not present. But with the passing of years, the project deteriorated to the point that the Naval Supply Depot sent a letter to

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<sup>30</sup>Minutes, Clearfield City Council, July 9, 1955.

<sup>31</sup>J. Ray Hansen, Interview, July 1, 1968.

<sup>32</sup>Minutes, Clearfield City Council, June 10, 1958.

<sup>33</sup>J. Ray Hansen, Interview, January 28, 1969.

<sup>34</sup>Arrington and Durham, p. 20.

the City Council in 1959 stating that it was unhappy with the conditions and appearances of the project.<sup>35</sup>

The residents of the housing project were also disturbed at the conditions of the project. The area was infested with puncture weeds and broken glass. Some of the residents were throwing garbage on the lawns and were not trying to keep the project clean and healthy.<sup>36</sup>

Although the City of Clearfield, through the Anchorage Housing Office, tried to maintain and keep the project in repair, the slow but fatal forces of time and weather were proceeding with their work; and despite the efforts of the Housing Office, the deterioration of Anchorage became a fact.

#### The Audit Reports for specific years

When Clearfield City purchased the Anchorage Housing Project from the Federal Government, the City Council discussed the many uses of the revenues from the housing project. The City Council was definitely of the opinion that the benefits derived from the project should be used for the City's beautification, such as park improvements and a swimming pool and should not be used for sewers, water lines, and other hidden expenses.<sup>37</sup>

Although Clearfield City had Audit Reports for the years from

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<sup>35</sup>Minutes, Clearfield City Council, July 27, 1959.

<sup>36</sup>"Clearfield Council Studies Anchorage Family Eviction," Ogden Standard Examiner, August 11, 1959, p. A9.

<sup>37</sup>Minutes, Clearfield City Council, November 18, 1955.

1955 to 1959, these do not show the actual income or the actual total expenses for Anchorage as clearly as the years from 1960 to 1967 because of a difference in auditing systems. In 1960, the State of Utah passed a law requiring a uniform auditing report form for all of the cities in the state. For this reason the Audit Reports used here are from 1963 to 1967.<sup>38</sup>

The following table gives the apparent profit made by Clearfield City from the Anchorage Housing Project for the fiscal years 1963 to 1967.<sup>39</sup>

Table 1. Annual income from Anchorage received by Clearfield City compared to expenses, 1963-1967

Fiscal Year	Actual Income	Total Expenses	Profit	% of Income Spent on Anchorage	% Available to Clearfield for Other Purposes
1963	\$109,252.97	\$73,091.76	\$36,161.21	65	35
1964	98,983.22	75,392.75	13,580.47	62	38
1965	88,648.59	67,807.47	20,877.12	63	37
1966 <sup>a</sup>	79,505.09	53,589.62	25,915.47	65	35
1967	72,931.29	47,951.67	24,979.62	65	35

<sup>a</sup>The Fund Statement for 1966 is in Appendix D.

<sup>38</sup>Bonnie S. Hodge, Interview, November 29, 1968.

<sup>39</sup>Clearfield City Corporation, Anchorage Housing Fund Statement of Operations Compared with Budget Estimates and Appropriations for the Fiscal Years ended June 30, 1963-1967.



It appears that in the final years of Anchorage two-thirds of the rentals and other income from Anchorage were put back into this housing area, leaving Clearfield City with one-third on the income to be used elsewhere by the City.

#### The Services Which Anchorage Rendered the Community

Although many services were rendered Anchorage, the housing project, in turn, rendered services. Anchorage was built as a temporary housing unit during World War II to provide housing to those who could not find housing elsewhere. In this respect, Anchorage provided a service to thousands of people over a twenty-five year period.

Five or six of the original residents of Anchorage remained in the housing project until the early part of 1968. Their children had grown up there, married, and reared their own children in the project.

Many people moved to Anchorage while in the process of saving enough money for a downpayment on a better home elsewhere. Actually, not one family that moved from the housing project moved back. The Anchorage residents seem to have been accepted into their new neighborhoods without prejudice or bias.

It is also noted from the Anchorage Project records that many ethnic groups were in the majority at one time or another at Anchorage. Indians, Orientals, Negroes, and Mexican Americans came and went over the years. Thus, Anchorage was truly a miniature melting pot.<sup>40</sup>

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<sup>40</sup>J. Ray Hansen, Interview, July 1, 1968.

Other Temporary Housing Units in the Area

There were several temporary housing units built by the Federal Government in the Ogden area during World War II. One of these was Washington Terrace. After World War II, the residents of this housing unit formed a non-profit corporation whereby they could purchase their homes from the Federal Government. Today Washington Terrace is a thriving community south of Ogden.

Another temporary housing unit, Bonneville Park, was sold to a private contractor who developed a residential area and a shopping center on part of the land. The City of Ogden developed a park, and the Ogden School District built a school adjacent to the area and named it the Bonneville Park School.

Yet another temporary housing unit, the Grandview Acres, developed similarly to Washington Terrace. The residents of this housing project, which was composed of two-story frame buildings, formed a non-profit corporation and purchased their units from the Federal Government. This project is still being used as dwellings today and is part of South Ogden.<sup>41</sup>

The destiny of temporary housing projects has varied. Although many temporary housing units were purchased by cities, Anchorage was the only one remaining in the mid-1960's as a temporary housing unit owned by a city in Utah.

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<sup>41</sup>Owen Burnam, Interview, December 22, 1968.

## CHAPTER IV

## THE COMMUNITY ACTION PROGRAM'S ROLE IN ANCHORAGE

As the Clearfield City-owned housing project slowly deteriorated, the residents of Anchorage began to search for a solution to their problem. This search for solutions was strengthened by the Community Action Program.

The Definition of the Community Action Program

Although there are many definitions of the Community Action Program, the Office of Economic Opportunity defines it in this manner:

The term "community action program" means a program--

- (1) which mobilizes and utilizes resources, public or private, of any urban or rural, or combined urban and rural, geographical area (referred to in this part as a "community"), including but not limited to a State, metropolitan area, county, city, town, multicounty unit, or multicounty unit in an attack on poverty;
- (2) which provides services, assistance, and other activities of sufficient scope and size to give promise of progress toward elimination of poverty or a cause or causes of poverty through developing employment opportunities, improving human performance, motivation, and productivity, or bettering the conditions under which people live, learn, and work;
- (3) which is developed, conducted, and administered with the maximum feasible participation of residents of the areas and members of the group served;
- (4) which is conducted, administered, or coordinated by a public or private nonprofit agency (other than a political party), or a combination thereof; and
- (5) which includes provision for reasonable access of the public to information including, but not limited to, reasonable opportunity for public hearings at the request

of appropriate local community groups, and reasonable public access to books and records of the agency or agencies engaged in the development, conduct, and administration of the program, in accordance with procedures approved by the Director.

(b) The Director is authorized to prescribe such additional criteria for programs carried on under this part as he shall deem appropriate.<sup>1</sup>

The Community Action Program is a  
Federal Government Agency

The Community Action Program came into existence when Congress passed The Economic Opportunity Act of 1964, which was designed to combat poverty in the United States. The Community Action Program functions through the Office of Economic Opportunity which makes available Federal funds.<sup>2</sup>

The goals of the Community  
Action Program

A Community Action Program Agency is established at the local or state level to provide a focal point for anti-poverty efforts within a community or communities. In this role, the Community Action Program is expected to:

Significantly and meaningfully involve the poor in developing and carrying out anti-poverty programs.

Mobilize public and private resources in support of anti-poverty programs.

Coordinate efforts throughout the community so as to avoid duplication, improve delivery of services, and relate programs to one another.

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<sup>1</sup>Economic Opportunity Act of 1964, as Amended, Pamphlet reprinted April, 1966, by the U. S. Government Printing Office (Washington, D. C.), p. 12-13.

<sup>2</sup>Ibid.

Plan and evaluate both long and short range strategies for overcoming poverty in the community.

Serve as an advocate of the poor on matters of public policy which affect their status, promoting institutional improvement and desirable changes in social policy.

Encourage administrative reform and protect individuals or groups against arbitrary action.

Conduct in its own right or delegate to other agencies the conduct of programs financed through Economic Opportunity Act funds or other available funds.<sup>3</sup>

#### The Community Action Program in Davis County

The Community Action Program was formally established in Davis County in the first part of 1967. Mrs. Ann Kagie had previously been installed as the Director of the Davis County Community Action Program.<sup>4</sup>

The Davis County Community Action Program established two neighborhood centers with a central office. It sponsored an adult basic education program, Neighborhood Council, Neighborhood Youth Corps, and a Vocational Improvement Program.<sup>5</sup>

#### The Community Action Program in Anchorage

One of the two neighborhood centers which the Community Action Program established was located in Anchorage. The Community Action Program involved the entire housing project in various agency-sponsored

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<sup>3</sup>Community Action Program, The Powers and Functions of Community Action Programs, 1968.

<sup>4</sup>Mrs. Ann Kagie, Interview, July 6, 1968.

<sup>5</sup>Community Action Program, The Powers and Functions of Community Action Programs, 1968.

programs. Some Anchorage residents served an important function as aides. Part of the duties of the aides was going to the disadvantaged and informing them of the various agencies within the community which function to help those who need help. These agencies include the Division of Welfare, the Office of Rehabilitation, and the Office of Employment Security. Since many of the residents of Anchorage were more familiar with Spanish, the aides also worked as translators and interpreters, not only for the Community Action Program but for the other agencies which were involved with assisting the residents of Anchorage.<sup>6</sup>

#### The Office of Employment Security

The Community Action Program was instrumental in bringing the activities of the Office of Employment Security into Davis County for the first time. The Office of Employment Security was established at the Freeport Center. Mr. Gary Bush, who is a specialist in manpower resources, was assigned there. This office was instrumental in placing 66 residents of Anchorage who had not had previous employment on jobs.<sup>7</sup>

#### The Community Action Program's Survey of Anchorage

In the fall of 1966, when the Community Action Program was in the process of being established, it took upon itself the task of finding the areas in Davis County which most needed the services of the Community Action Program. Mrs. Kagie, the newly appointed Director

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<sup>6</sup>Ibid.

<sup>7</sup>Mrs. Ann Kagie, Interview, July 6, 1968.

of the Community Action Program for Davis County, chose interviewers who could speak English and Spanish, trained them, and assigned them to study a selected sample of the entire County.<sup>8</sup>

For the 85 households which were chosen at random from the 105 households<sup>9</sup> in the Anchorage Housing Project to participate in this survey, the following facts were determined:<sup>10</sup>

Fifty-five households reported both parents were present; 24 households reported that only the mother was present; 5 households reported that only the father was present; and 1 household reported that both parents were absent from the home.

Fifty-nine households were Spanish-American; 7 households were Negro; 2 households were from other minority groups; and 17 households were white or from the non-minority group.

Thirty-four of the households spoke English only; 7 households spoke Spanish only; and 44 of the households spoke both English and Spanish.

There were 87 pre-school children, 139 elementary school children, 25 junior high school children, and 11 high school children in the survey.

There was one academically retarded child reported in the survey.

Four households reported they were not able to secure medical

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<sup>8</sup>Mrs. Ann Kagie, Interview, June 9, 1967.

<sup>9</sup>Bonnie S. Hodge, Interview, January 29, 1969.

<sup>10</sup>Survey No. 1, Community Action Program, August to November, 1966.

care while 81 households reported they were able to secure it.

Twenty-six households did not have a family doctor while 57 households had a family doctor.

One household reported that one member of the household was bedfast.

Five households said they had dental problems; 8 households said they had eye problems; 3 households said they had hearing problems; 2 households said that a member of the family had a physical handicap; 3 households said they had other medical complications; and 11 households said they had multiple medical problems.

Nineteen households did not have immunization shots while 66 households had immunization shots.

Sixty-two of the 66 households reporting immunization shots said that the shots were up to date.

Seventy-seven households did not have a member of the family who was limited in outdoor work while 8 households said that a member of the family was limited in outdoor work.

Seventy-nine households did not have a member of the family who was limited in indoor (household) work while 6 households said that a member of the family was limited in household work.

Seventy-four households reported they had transportation to medical facilities when the need arose while 11 households reported they did not have transportation to medical facilities.

Twenty-one households said they were not active in any religion; 56 households said they were Catholic; 4 households said they were Protestant; and 3 households said they were L. D. S.



Fifty-five households said they did not have a hobby while 30 households said they had one or more hobbies.

Sixty-seven households did not take part in community affairs while 9 households did take part in a few community affairs; 9 households did not answer this question.

Forty-four households reported they did not wish to take part in more community activities; 8 households reported they would like to participate more in community activities; 33 households did not answer this question.

Sixty households did not have any contact with religious affiliations regarding recreation; 2 households had contact with religious affiliations regarding recreation; 23 households did not answer this question.

Four households said they hunted or fished as recreational activities with friends; 72 households said they did not hunt or fish; 9 households did not reply to the questionnaire.

Sixty-five households said they played cards with friends; 10 households said they did not play cards; 10 households failed to respond to the question.

Thirty-nine households said their source of income was employment; 6 households said they worked at a federal installation; 28 households said they were on welfare; 2 households said their income was a combination of employment and welfare; 2 households said their income was a combination of employment at federal installations and welfare; 1 household reported its income was insurance; 1 household said its source of income was alimony; 6 households failed to report

their source of income.

Twenty-one households said a member of their family was qualified for unskilled labor; 14 households said that a member of their family was semi-skilled; 5 households said that a member of their family was a skilled laborer; 45 households failed to answer this question.

Fourteen households said they did not have secretarial training; 7 households said that a member of their family had secretarial training; 64 households did not answer the question.

There were three migrant families living in Anchorage who were included in the survey. One family said it spent less than three months in Utah each year while the other two families said they spent from three to six months in Utah each year. The three families were interested in day care facilities for children under 12. They thought the living conditions at the Anchorage Housing Project were average. The three families would like free medical facilities provided for migrant families.

Eleven families thought the recreational facilities at the project for children were adequate; 42 families did not think that the recreational facilities were adequate; 32 families failed to respond to the question.

Thirty-seven families said their children were active in scouting; 48 families did not answer this question.

Thirty households said their children were not in contact with special educational agencies such as school social work and speech therapy; 3 households said their children were in contact with such

agencies; 42 households did not respond to this question.

Fifty-one households said their children were not in contact with a child placement agency while 11 households said their children were in contact with a child placement agency; 23 households did not reply to this question.

Forty-seven households said their children were not in touch with the Office of Economic Opportunity programs; 31 households said their children were in touch with the Office of Economic Opportunity programs; 7 households did not answer the question.

Twenty-one families reported their children were not in contact with any agency dealing with medical or health care; 45 families reported their children were in contact with a health or medical agency; 19 families did not answer the question.

Thirty-nine households reported their children were not in contact with a church agency; 22 households reported their children were in contact with a church agency; 24 households failed to answer the question.

The survey listed the education the adult men had. Two households reported that the father did not have any formal education; 2 households reported that the husband had education to the third grade; 6 households reported that the father had a sixth-grade education; 15 households reported the husband had a ninth-grade education; 14 households reported that the father had some high school education; 12 households reported the husband had graduated from high school; 34 households failed to answer this question.

The survey also listed the education the adult women had. Three

households said the mother had a third-grade education; 12 households said the mother had a sixth-grade education; 31 households said the mother had a ninth-grade education; 22 households said the mother had some high school education; 6 households said the mother had graduated from high school; 13 households did not answer the question.

In summary, at the time of this survey, in the fall of 1966, more than half the families were Spanish-American. English was spoken in these homes except for 7 households where Spanish was the only language. The vast majority of households had access to medical care. There were a number of persons with physical handicaps, although perhaps not more than a typical population. More than half of the families were Catholic. One-fourth were not active in any religion. Most of the residents did not take part in community activities. Fewer than half the families had employment as a source of income. More than a fourth of the families were on welfare. Recreational opportunities were scarce. The amount of education was not high; however, there were 12 households where the husband had graduated from high school, and there were 6 households where the mother had graduated from high school.

## CHAPTER V

## CLEARFIELD'S TERMINATION OF ANCHORAGE

It was inevitable that Clearfield City would eventually dispose of Anchorage which it had purchased from the Public Housing Administration in 1955 for \$20,451.70.<sup>1</sup> The housing project had been purchased under the condition that the property would be used as a temporary housing unit and that it would eventually be sold.<sup>2</sup>

The Conditions Which Led to the Decision  
to Sell the Project

The City-owned housing project had been an eyesore for the community and the surrounding area. The Anchorage residents had brought the matter of the deteriorating condition of the housing project to the attention of the Clearfield City Council in 1959.<sup>3</sup> The Naval Supply Depot had lodged a complaint with the City Council about the shabbiness of the housing project the same year.<sup>4</sup>

The general deterioration of  
the housing project

Through the years the City-owned housing project slowly decayed and deteriorated. Puncture weeds and broken glass were

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<sup>1</sup>Quitclaim Deed, June 28, 1955.

<sup>2</sup>Resolution, Clearfield City Council, November 13, 1950.

<sup>3</sup>Ogden Standard Examiner, August 11, 1959, p. A9.

<sup>4</sup>Minutes, Clearfield City Council, July 27, 1959.

prevalent throughout the area. Many roofs leaked, and the City Council voted to tear down the most deteriorated buildings.<sup>5</sup>

In October, 1965, the City Council discussed the improvement of the general condition of the buildings in the project and decided to reroof, rewire, and to repair the plumbing in the project.<sup>6</sup> When the bids were submitted to the Council, the Council agreed that rather than repair the buildings in question, the buildings should be demolished. The Council thought Davis County might possibly use the debris to fill the road to Antelope Island.<sup>7</sup>

The military residents of the Anchorage Housing Project left the unit because other military housing was made available in 1962<sup>8</sup> and because of the disbandment of the Naval Supply Depot in 1963.<sup>9</sup> Then, too, the surrounding area had built up so that homes were more available.<sup>10</sup>

On June 7, 1964, the Branch of the L. D. S. Church was formally dissolved, and its members joined the Clearfield 2nd L. D. S. Ward.<sup>11</sup>

As more buildings in the housing project were vacated, the City developed the policy of tearing down the more dilapidated buildings

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<sup>5</sup>Minutes, Clearfield City Council, October 9, 1965.

<sup>6</sup>Minutes, Clearfield City Council, October 18, 1965.

<sup>7</sup>Minutes, Clearfield City Council, November 8, 1965.

<sup>8</sup>J. Ray Hansen, Interview, January 28, 1969.

<sup>9</sup>Arrington and Durham, p. 20.

<sup>10</sup>J. Ray Hansen, Interview, January 28, 1969.

<sup>11</sup>Reed Hess, Interview, February 21, 1969.

at the discretion of the City Manager. The City Council suggested that if the material from the buildings were given away, the citizens of Clearfield were to be considered first.<sup>12</sup>

The Sale of Anchorage to the Clearfield Realty

The Clearfield City Council voted to begin phasing out the Anchorage Housing Project in the spring of 1966.<sup>13</sup> The residents of the buildings which were to be demolished would be given a 90-day notice and would have a choice of other units which were vacant in the housing project.<sup>14</sup>

The bidding of the property

Mr. Edwin Higley discussed with the Clearfield City Council his interest in purchasing the City-owned housing project. He would construct private homes and duplexes for resale.<sup>15</sup>

Clearfield City prepared the following notice regarding the sale of the housing project:

PUBLIC NOTICE is hereby given by CLEARFIELD CITY, a municipal corporation of Davis County, State of Utah, of its intention to sell approximately 24.68 acres of real property (reserving the right to retain up to approximately 4.68 acres in the southwest corner of the tract to be sold). The property to be sold is designated and known as the Anchorage Housing Area, Clearfield, Davis County, Utah, and is located approximately at 1700 South and Main Street, Clearfield, Utah.

In compliance with said intention to sell, Clearfield City

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<sup>12</sup>Minutes, Clearfield City Council, November 22, 1965.

<sup>13</sup>Minutes, Clearfield City Council, March 28, 1966.

<sup>14</sup>Minutes, Clearfield City Council, April 25, 1966.

<sup>15</sup>Minutes, Clearfield City Council, June 26, 1967.

hereby invites the submission of sealed bids up to the hour of 5:00 p.m. on Friday, the 20th day of October, 1967, to Clarence J. Stoker, City Manager, or Bonnie Hodge, City Recorder, at the Clearfield City Hall, 88 East Center Street, Clearfield, Utah. At the regular Council meeting of October 23, 1967, at 8:30 p.m., in the Clearfield City Hall, said bids will be publicly opened, read aloud, and thereafter considered by the Clearfield City Council. The terms of bidding are as follows:

- A. The bidder may bid on the land alone, the owner to remove the buildings now existing thereon.
- B. The bidder may bid on the land and the buildings as now in place, the bidder to remove the buildings now existing thereon.
- C. Each bidder may bid both alternatives, A and B, as above listed.
- D. In either alternative, the bidder shall bid a lump sum computed on an acreage unit basis.

The purchaser whose bid may be accepted by the City Council shall pay one-half of the purchase price upon notification that his bid has been accepted, the remaining one-half shall be paid when all the buildings have been removed from the premises, the successful bidder may negotiate terms of payment with the city. In any event, buildings are to be town down within one year from date of award of bid.

The city reserves the right to reject any and all bids and to waive any bidding formally. The judgment and findings of the City Council as to which is the highest and best bid or whether or not all bids may be rejected is in the exclusive discretion of the Clearfield City Council and its determination shall be final.

All bids shall be presented on or before the date and time herein specified. Any bids submitted thereafter will not be considered.

All bids shall be made in accordance with the Specifications, copies of which may be obtained from the Office of the City Manager of City Recorder at the above address. Additional information not contained in the Specifications may be obtained from Clarence J. Stoker, City Manager.

By order of the City Council of Clearfield City this 11th day of October, 1967.

Bonnie S. Hodge - City Recorder<sup>16</sup>

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<sup>16</sup>Notice, Of Sale of Real Property, Clearfield, Utah, 10-23-67.



When the bids for the purchase of Anchorage were read in the Clearfield City Council meeting, there were two bids for the property. Mr. Joseph C. Jensen submitted a bid of \$26,328.00 for the property. Mr. Edwin Higley submitted a bid of \$60,000.00 for the housing project. It was moved that the City Council defer acceptance of the bids until a special meeting could be called where the bids could be discussed and evaluated and a final decision could be made.<sup>17</sup>

The final sale of the Anchorage Housing Project to the Clearfield Realty

After the special meeting was held, the City Council announced that Mr. Higley's bid of \$60,000.00 had been accepted.<sup>18</sup> The following article appeared in the Salt Lake Tribune:

Housing Sale Surprises Clearfield CAP

Clearfield - A contract to purchase the 24½ acre Anchorage property has been awarded to the highest bidder, Clearfield City Manager Clarence Stoker announced here Thursday.

The high bid of \$60,000.00 was submitted during the regular council meeting Monday night by Edwin M. Higley, owner-operator of Clearfield Realty.

The Thursday morning announcement came as a surprise to the more than 700 residents of Anchorage, as well as to officials of the Davis County Community Action Program who they said had anticipated meeting with Clearfield officials before the bid was accepted.

Announces Plan

The city had announced previously it planned to sell the Anchorage property, composed of former military housing units. The housing units have been leased by the city of Clearfield as low-cost housing, but city officials say the units are too

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<sup>17</sup>Minutes, Clearfield City Council, October 23, 1967.

<sup>18</sup>Minutes, Clearfield City Council, October 25, 1967.

delapidated for further use.

CAP officials intervened when they feared the present residents of the Anchorage Development would be unable to obtain other low-cost housing.

Juan Guzman, North Davis CAP center supervisor, said Thursday afternoon that he was surprised at the decision to sell.

#### Ponder Decision

The council said Monday night that it would meet with the prospective bidders and with CAP officials before they rendered a decision, Mr. Guzman said.

Mr. Stoker said the bid from Mr. Higley had a Nov. 1 expiration date, and that the council considered it a reasonable and fair bid.

The decision was also based on the fact that it is not economical to continue operation of Anchorage and the buildings are not suitable for rehabilitation or remodeling, Mr. Stoker said.

#### Begin Phase Out

He stressed that it was the intent of the council at the time they purchased the Anchorage property in 1955 that it would eventually be phased out as it became economically unsound to operate. Two years ago, action was taken to demolish the buildings as they became vacant. The city has been encouraging the present tenants to find new housing and the units will be torn down as they are vacated over the next nine months Mr. Stoker said. The last unit is to be vacated by Aug. 1, 1968, he said.

Mr. Stoker said Clearfield will retain jurisdiction over Anchorage until the buildings are town down. The property was purchased with the understanding that the new owner would tear down the buildings within one year, he said.

#### Tells Disappointment

Upon hearing of the council's decision and action late Thursday afternoon, Mrs. Ann Kagie, Davis County CAP Director, said she was "extremely disappointed."

She noted that the people have been working with unified spirit and enthusiasm, adding "How will we keep their spirits up now that city officials have backed out on their word?"

Surveys by CAP have indicated that there is insufficient housing in the county to provide homes for these low-income families. The survey showed that the average family in the area has six children and average family income is about \$250 a month.<sup>19</sup>

Before Mr. Higley purchased the Anchorage Housing Project he stated that all of the units had to be empty before he would make any attempt to commence demolishing the units.<sup>20</sup> According to the policy to vacate the housing project, the Anchorage Housing Office had not allowed other families to move into the area.<sup>21</sup>

#### The Opposition to the Sale

Almost immediately after the City of Clearfield announced the sale of the City-owned housing project, known as Anchorage, to the Clearfield Realty, opposition to the sale became apparent.

#### The Community Action Program and the Neighborhood Council

The Community Action Program sponsored the Neighborhood Council which was organized June 27, 1967. One of the latter's primary concerns was the housing problem at the Anchorage Housing Project. The Neighborhood Council tried to find housing in which to relocate families who had the financial ability to buy.<sup>22</sup>

Meanwhile, the City of Clearfield appointed Councilman Gayle

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<sup>19</sup>"Housing Sale Surprises Clearfield CAP," The Salt Lake Tribune, October 27, 1967, p. A14.

<sup>20</sup>Minutes, Clearfield City Council, June 26, 1967.

<sup>21</sup>Clarence Stoker, Interview, July, 1968.

<sup>22</sup>Community Action Program, The Powers and Functions of Community Action Programs, 1968.

Starks to investigate a government rent supplement program.<sup>23</sup> It was suggested that Mrs. Kagie set a meeting with representatives of the surrounding cities and other agencies and gain their assistance in finding property where the residents of Anchorage could go.<sup>24</sup>

#### The march on the State Capitol Building

The Community Action Program approached the state and federal governments to intervene with Clearfield City in its effort to halt the evacuation of the Anchorage Housing Project. The Community Action Program wrote to the Justice Department concerning the legality of the City of Clearfield selling the housing project.<sup>25</sup>

In April, the Justice for Anchorage Committee held a rally at the Anchorage Housing Project where they laid the plans to march on the State Capitol Building in early May.<sup>26</sup>

Approximately 18 citizens of Anchorage marched on the State Capitol Building on May 5, 1968.<sup>27</sup> The other 382 participants of the march were from the Spanish-speaking Organization for Community Integrity and Opportunity (SOCIO) and the National Association for the Advancement of Colored People (NAACP).<sup>28</sup>

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<sup>23</sup>Minutes, Clearfield City Council, January 8, 1968.

<sup>24</sup>Minutes, Clearfield City Council, January 22, 1968.

<sup>25</sup>Community Action Program, The Anchorage Story, 1968.

<sup>26</sup>The Salt Lake Tribune, April 7, 1968, p. B6.

<sup>27</sup>Mary Matta, Interview, January 21, 1969.

<sup>28</sup>The Deseret News, (Salt Lake City, Utah), May 6, 1968.

The suits against Clearfield City

Many Anchorage residents were afraid that Clearfield City would evict the tenants of the City-owned housing project and that the residents of the housing project would not have any place to go. On April 4, 1968, three Anchorage residents, Leonila Lopaz, Filiberto Delgado, and Coleen Wall,<sup>29</sup> filed a class suit in the Davis County District Court against the City of Clearfield and Mr. Edwin Higley and prayed for the following relief:

For an Order of this Court prohibiting the defendants, or any of them herein, from carrying out any further action under or pursuant to that certain contract of sale dated the 7th day of November, 1967; and that the City of Clearfield herein be required to set aside the sale to Mr. Edwin Higley of Clearfield, Utah, and require the defendants to permit other interested persons to bid for the sale of the property herein upon the same favorable terms and conditions as granted to the said defendant, Edwin Higley. That the Court herein declare the contract entered into be illegal and void and entered into collusively for the purpose of depriving plaintiffs herein of their rights as residents of Anchorage and the City of Clearfield.<sup>30</sup>

The Clearfield City Council immediately withdrew Clearfield City from the Community Action Program in Davis County.

On December 3, 1968, the Davis County District Court ordered and decreed the following:

ORDERED, ADJUDGED, AND DECREED that in accordance with the terms of said Stipulation and on Motion of counsel as aforesaid, the Complaint in this action and each and every cause of action be and the same hereby is dismissed on the merits with prejudice and without costs and this judgment

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<sup>29</sup>Mrs. Ann Kagie, Interview, January 18, 1969.

<sup>30</sup>Lopez, Leonila, et al. vs Clearfield City, Motion, In The District Court of Davis County, 13506 (Clearfield, Utah: Clearfield's City Attorney's Office, April 4, 1968).

be and hereby is in full and final discharge of any and all claim or claims or cause or causes of action or part or parts thereof against any and all Defendants which are or might be asserted with respect to the matters alleged in the Complaint; and it is further

ORDERED, ADJUDGED, AND DECREED that each of the parties shall bear their own costs for attorney's fees. Court costs and expenses incidental to this action.<sup>31</sup>

On July 5, 1968, four residents of Anchorage, Leonila Lopaz, Lillie Yonez, Juan Guzman, and Juan Sanchez, filed a suit in the United States District Court against Clearfield City and asked that:

This is purportedly a class action brought on behalf of Plaintiffs and commenced on or about July 5, 1968, wherein Plaintiffs seek to set aside a purported sale of property known as "Anchorage Housing Area," and require the Defendants, Clearfield City and its officials, to comply with the Housing Act of April 20, 1950, and wherein Plaintiffs seek money judgment against Defendants in the amount exceeding Three Hundred Thousand Dollars (\$300,000.00) and wherein Plaintiffs seek a temporary and permanent injunctions enjoining conveyance of property known as "Anchorage Housing Area" and further enjoining eviction of Plaintiffs from "Anchorage Housing Area" until such time as alternative housing is available.<sup>32</sup>

On November 19, 1968, the United States District Court ordered and decreed the following:

ORDERED, ADJUDGED, AND DECREED that Defendants who are officials of Clearfield City shall not evict or remove any of the present residents of Anchorage Housing Area or institute any judicial proceedings seeking eviction or removal of any of the present residents of Anchorage Housing Area at any time prior to May 1, 1969, except for non-payment of rent or other breach of covenants and conditions as set forth in the written leases between the present residents of Anchorage

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<sup>31</sup>Lopez, Leonila, et al. vs Clearfield City. Order and Decree, In the District Court of Davis County, 13506 (Clearfield, Utah: Clearfield City Attorney's Office, December 3, 1968).

<sup>32</sup>Leonila Lopaz et al. vs Clearfield City, Motion, In the United States District Court In and For The District of Utah Northern Division, Civil No. 13506 (Clearfield, Utah: Clearfield City Attorney's Office, July 5, 1968).

Housing Area and Clearfield City, a municipal corporation, and further that Defendants who are officials of Clearfield City shall maintain the premises now being occupied by residents of Anchorage Housing Area in their present habitable conditions and will repair and maintain deficiencies in the premises as the same may arise between now and May 1, 1969, and will at all times maintain the premises in a habitable condition at least equal to the present conditions of the said premises; and it is further

ORDERED, ADJUDGED, AND DECREED that in accordance with the terms of said Stipulation and on Motion of Counsel as aforesaid, and subject to the preceding injunction, the Complaint in this action and each and every cause of action thereof be and the same hereby is dismissed on the merits with prejudice and without costs and this judgment be and hereby is in full and final discharge of any and all claim or claims or cause or causes of action or part or parts thereof against any and all Defendants which are or might be asserted with respect to the matters alleged in the Complaint; and it is further

ORDERED, ADJUDGED, AND DECREED that each of the parties shall bear their own costs for attorney's fees, Court costs and expenses incidental to this action.<sup>33</sup>

Since the suits against Clearfield City were termed class action, the suits had to go before a public hearing. The Neighborhood Council asked the four plaintiffs to withdraw the suits against the City, but the plaintiffs refused to do so. The attorneys for the plaintiffs, Mr. Richard Young and Mr. Paul Bernieu, presented the case in Federal Court without any of the plaintiffs present. The suit was dismissed with prejudice which meant that the suit could not be filed again.<sup>34</sup>

The City of Clearfield reapplied to be admitted into the Davis County Community Action Program and was readmitted in November of

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<sup>33</sup> Leonila Lopaz et al. vs Clearfield City, Order and Decree, In the United States District Court in and for the District of Utah Northern Division, Civil No. 13506 (Clearfield, Utah: Clearfield City Attorney's Office, November 19, 1968).

<sup>34</sup> Mrs. Ann Kagle, Interview, January 18, 1969.

1968.<sup>35</sup>

Agencies Involved in Solving the Anchorage Problems

The two state agencies involved with solving the Anchorage Housing crisis were the Governor's Committee for Anchorage and the State Division of Public Welfare.

The Governor's Committee for Anchorage

On May 4, 1968,<sup>36</sup> Governor Calvin L. Rampton appointed a committee for the purpose of finding an acceptable solution to the dilemma caused by the Anchorage Housing Project. The members of the Committee were Mr. Kay Allen, who was the Chairman; Mr. J. T. Elders, a member of the State Real Estate Board; Mr. Guy Ivins, the Director of the Office of Economic Opportunity in Utah; and Mr. Bert Waite, a member of the Salt Lake Real Estate Board.

The Governor's Committee asked the Davis County Welfare Department to conduct a survey to find how many people were living in the housing project.

The Committee found that Clearfield City, the residents of the housing project, and they, themselves, had a common interest. They all were trying to find better housing for the families who were living in Anchorage. There were approximately 57 families in the housing project at this time.<sup>37</sup>

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<sup>35</sup> Clarence Stoker, Interview

<sup>36</sup> The Deseret News, (Salt Lake City, Utah), May 4, 1968, p. B1.

<sup>37</sup> Bonnie S. Hodge, Interview, January 29, 1969.



The Committee thought that private homes were the best answer to the residents' dilemma. The Committee went to the Ogden Realtor Board and some realtors in Davis County and explained the problem and requested the realtors' assistance. The realtors were very cooperative in finding better homes for the majority of the Anchorage residents.

Section 235 of the Federal Housing Administration permits homes to be built, up to \$15,000.00, for low-income families. All interest costs above a minimum rate of one per cent would be paid by the Federal Government. The Committee regarded the Section 235 Program as a possible solution to the crisis of the Anchorage Housing Project.

As a consequence of the Section 235 Program of the FHA and the Governor's Committee's urging, a non-profit corporation, entitled the Utah Nonprofit Housing Corporation, was established in Utah. The corporation is composed of citizens who are interested in helping minority groups in Utah. The corporation has tentatively purchased eight lots in Clearfield and eight lots in Magna and is negotiating on some lots in the Ogden area. The corporation is hesitant about the lots in the Clearfield area because of the high water table in the City. The corporation thinks that the homes for the Anchorage residents ought to cost about \$14,000.00 or \$15,000.00. The FHA has approved the application and is proceeding to build the homes in the Magna area.

An offshoot of the Anchorage Housing dilemma was the discovery of the extent to which inadequate housing prevails throughout the State, especially in Salt Lake County and Weber County. The Governor's Committee has recommended to the Governor that a Utah Housing Authority be established. A bill has been drawn creating the Utah Housing

Authority with local options so that localities may establish low-cost housing if they so desire. The Utah Housing Authority will set some standards with regard to health and minimum housing. The Committee hopes that Utah's housing problems can be solved on a local basis. If this does not occur, the bill reserves the right for the state of Utah to go into the localities and establish low-cost housing which will be paid for by the issuance of revenue bonds guaranteed by the Federal Government for the housing units. Thus the income will pay for the housing project.

The Governor's Committee thinks the people of Utah have to face the fact that Utah has responsibilities for minority groups who may have been truly underprivileged in the past. Human rights are extremely important. The right to decent employment, the right to have a good home, and the right to education are all fundamental rights to which everyone is entitled. While Utah may think it does not have a problem, it does in many ways. Utah has to be honest enough to correct the problem of slums and inadequate housing wherever it is found.<sup>38</sup>

The role of the Welfare Department  
in Anchorage

The Davis County Welfare Department was involved in the Anchorage Housing Project because more than half of the residents were receiving some form of state-federal assistance in 1968. The Welfare Department immediately conducted a survey of the Anchorage Housing Project to determine how many people were actually living there and

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<sup>38</sup>Kay Allen, Interview, January 30, 1969.

the type of employment in which they were engaged.<sup>39</sup>

The State Welfare Department assigned Robert Walsh, a graduate student in Social Work at the University of Utah, to the project full time in the summer of 1968 to work with Clearfield City, different realtors, and with the Anchorage residents in an attempt to relocate the residents.

The Davis County Welfare Department, according to Mr. Robert Hatch, a Welfare Supervisor, tried to find housing for the Anchorage residents who were on welfare; but housing was not available in Davis County. Many families living in Anchorage did not want to move because their children were born in Davis County and were attending school in the County. They did not want to leave Davis County because they liked to live in the project and were known and had friends there.<sup>40</sup>

#### The Dispersal of the Anchorage Residents

The Community Action Program in Davis County kept count of every family who left the housing project following the sale of the project: 21 families moved to Layton; 14 families moved to Ogden; 14 families moved to Clearfield; 6 families moved to Sunset; 5 families moved to Kaysville; 4 families moved to Salt Lake City; 2 families moved to West Point; 1 family moved to Syracuse; 1 family moved to Brigham City; 1 family moved to Tremonton; 14 families moved out of the state; and as of April, 1969, 17 families were still residing in

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<sup>39</sup>This survey may have been at the request of the Governor's Committee.

<sup>40</sup>Robert Hatch, Interview, January 28, 1969.

the project.<sup>41</sup>

Clearfield Realty and the Future of Anchorage

On May 1, 1969, Clearfield Realty will formally possess and hold the title to the Anchorage Housing Project. As of April, 1969, Mr. Higley did not have any definite plans for the project other than it would be subdivided into individual lots and duplexes. He does not know what style of homes he will build.<sup>42</sup>

Thus will commence yet another chapter in the history of 24.5 acres of land which has played an important role in the history of Clearfield and in the lives of thousands of people.

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<sup>41</sup>Survey No. 2, Community Action Program, April 17, 1969.

<sup>42</sup>Edwin Higley, Interview, December 21, 1968.

CHAPTER VI  
SOCIOLOGICAL SUMMARY AND CONCLUSIONS

Although this thesis has a historical significance to Clearfield City and the surrounding area, it also has very significant sociological implications.

The Sociological Aspects of the Thesis

This study is basically a study of two groups of people. The first group had a different problem from the second. They were the farm owners that struggled to keep their land when the Navy Department decided to build a supply depot on their land. The farmers organized in their struggle but were forced to relocate. Many farmers did not make the psychological adjustment to other residences and aged prematurely.<sup>1</sup>

The second group studied was the Anchorage residents. When the City of Clearfield sold the housing project, they struggled to remain in the project. This group, like the first group, lost their struggle and were relocated.

Although the thesis emphasizes the problems of the second or primary group, it makes note of the fact that both groups made some gains. The farmers, through their organizing, were able to make financial gains. The Anchorage residents made social and emotional gains. The community, state, and public made gains toward better

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<sup>1</sup>Louise M. Steed, Interview, July 1, 1968.

organization for problem solving in regards to low-cost housing.

Both groups resisted moving from their homes. It has been noted that people who feel secure in their homes will resist moving, even when they know that the residence has been condemned.<sup>2</sup>

The Anchorage residents were separated geographically, socially, and psychologically from the surrounding area and culture. The early planning encouraged and added to this as well as did factors in communities surrounding the project.

The predominant religion in the Clearfield area is that of the L. D. S. Church. In 1966, more than half of the residents of Anchorage were Catholic.

The Anchorage residents, for the most part, understood and spoke Spanish. Their cultural background was Spanish-American. There have been reported instances of children who entered the first grade unable to speak English.

Anchorage, for the most part, was a self-contained village. It had an Administration Building where the residents went for activities instead of going to Clearfield. The Anchorage Produce Market was close to the project, and the residents were further encouraged to remain in the project. The Anchorage School was in operation from 1957 to 1961 and thus was quasi-segregated. A Branch of the L. D. S. Church was established at the project and was in existence until 1964.

Weaver states that a low-cost housing project should be adjacent

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<sup>2</sup>Michael Harrington, The Other America (Baltimore, Maryland: Penguin Books, 1966), p. 140. Also: Roland L. Warren (Ed.), Perspectives on the American Community (Chicago, Illinois: Rand McNally and Company, 1966), p. 414.

to other housing areas so that the tenants can participate in the local culture and eventually be assimilated by the predominant culture.<sup>3</sup>

The social class and employment opportunities of the Anchorage residents were different from Clearfield and the surrounding area. The residents were, for the most part, from the low-income class. More than half of them were on welfare. There were a few migrant workers living in Anchorage. This is contrasted from farmers, industry and government employees, and others which constitute the middle class.

The Anchorage residents were a non-integrated group when the City of Clearfield decided to sell the project. They had help in finding other housing from the State Division of Welfare and the Community Action Program. They found support from the Community Action Program, the Spanish-speaking Organization for Community Integrity and Opportunity (SOCIO), and the National Association for the Advancement of Colored People (NAACP).

The Anchorage Housing Project was built in 1943 by the Federal Government under the authorization of the Lehman Act of the 76th Congress which provided housing in areas which did not have ample housing for those who were employed at national defense installations. This was a temporary housing unit and was planned to last for seven years. Anchorage not only lasted seven years but twenty-five years.

Clearfield City provided a needed service, which was housing, to a segment of its citizens. If it provided a service, it also made a profit. Clearfield purchased Anchorage for \$20,451.70 and sold it for \$60,000.00. This was a \$40,000.00 profit. Clearfield made an

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<sup>3</sup>Warren, Perspectives on the American Community, p. 389-399.

apparent profit of \$121,513.89 between 1963 to 1967 or an average of \$24,302.77 per year. Some Anchorage residents believe that Clearfield used the revenue to pay for a swimming pool, but the mayor of Clearfield maintains that the pool was paid for by a \$200,000.00 bond.

The thesis also shows the use of mass media and special interest groups to aid in the solution of problems. The interaction between such groups as the Anchorage residents, the National Association for the Advancement of Colored People (NAACP), and the Spanish-Speaking Organization for Community Integrity and Opportunity (SOCIO) is very common. Such groups often join another cause to further their own cause.

The sociological aspects of disorganization, organization, and the re-establishment of relationships are demonstrated in this study. The trauma that the Anchorage residents experienced when Clearfield City sold Anchorage resulted in the disorganization of the Community Action Program when Clearfield City withdrew from the Program; but with the settlement of the court suits, Clearfield City was readmitted into it in November, 1968.

Although the disorganization process was difficult for the City of Clearfield and the Community Action Program, good came from it. A bill for low-cost housing was introduced into the 38th Utah State Legislature allowing a long-range plan of action for future low-cost housing. A non-profit housing corporation composed of citizens interested in assisting minority groups in Utah was established, and it has been instrumental in placing many families of Anchorage in appropriate homes.

Finally, this thesis depicts a cycle which has been completed. In 1942, the 24.5 acres of farmland was in private control. The Public



Housing Administration bought the land that year in order to construct a temporary housing unit for those employed at the Clearfield Naval Supply Depot. The Federal Government sold the temporary housing unit to Clearfield City in 1955. Clearfield City maintained Anchorage until 1967 at which time it sold the project to a private realtor and thus returned the land to private ownership and private homes.

### Conclusions

There are some theoretical concepts of city government which appear to be illustrated by the Anchorage experience. As was briefly mentioned at the beginning of this thesis, the purpose of this study was to determine how Clearfield City carried out its responsibility as a landlord in providing a service to its citizens and how this service was terminated.

Bollens has defined the term "service" this way:

As applied to the metropolitan scene, the so-called municipal-services market model has received most attention. Basically, this approach equates the decentralized governmental structure of an urban community to a "quasi market" situation. It postulates that the various agencies producing public goods constitute a municipal-service industry which can exhibit patterns of conduct similar to those of private firms. By providing different bundles or levels of services, the local government presents the citizen consumer with a range of alternate choices.<sup>4</sup>

The service which the City of Clearfield provided the Anchorage residents was public housing. It must be pointed out, however, that the families who were either on welfare or had low incomes had difficulty finding other low-cost housing and therefore had no other housing alternative.

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<sup>4</sup>Bollens, p. 64.

In appraising Clearfield City's position, the four concepts of Adrian and Press are useful:

1. THE CITY AS AN INSTRUMENT OF COMMUNITY GROWTH. Those who see the municipality in this guise believe that it has a duty to help the community to expand in both population and wealth. This is the "Boosterism" that is traditional in America, stemming from the frontier notions that growth is progress, bigness is goodness, and that a community must expand or die. The merchant, banker, newspaper editor, chamber of commerce manager, and city bureaucrat all stand to gain from growth, and they are all likely to see the government's highest duty as that of furthering it.

Clearfield City has encouraged community growth. The City purchased Anchorage from the Public Housing Administration in an effort to expand its boundary and also to bring more revenue into the community. It sold Anchorage to a private realty company for residential expansion of middle class housing.

2. THE CITY AS THE PROVIDER OF LIFE'S AMENITIES. In a wealthy nation with a high standard of living, Americans are conscious of themselves as conspicuous consumers. The status in an impersonal society is symbolized in large part by the consumption of items they can afford. To an increasing extent--above all in suburbia--government is viewed as an agency for providing not merely the necessities of life, but for adding to the comforts of urban living. Supporters of this image of municipal government reject growth as the highest goal, or sometimes as any goal at all. They often prefer the smallness of the suburb to the growing metropolis, the expenditure of funds in residential neighborhoods to outlays benefiting Main Street.<sup>6</sup>

The City of Clearfield has had tendencies which are very much like the above image. The City built a swimming pool and beautified parks with the money derived from the Anchorage Project.

3. THE CITY GOVERNMENT AS A CARETAKER. This is the view of the small-government, low-tax advocate. He sees

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<sup>5</sup> Adrian and Press, p. 85.

<sup>6</sup> Ibid.

government at all levels as best when it survives at a minimal level, providing only those functions that are ancient or--from his viewpoint--essential. Municipalities may patrol the streets against thieves and purify the water supply, but they should not seek expansion of functions into new areas. The advocate of caretaker government believes that the private allocation of personal resources is invariably to be preferred to government allocation. The caretaker philosophy appeals particularly, not only to the person who prefers minimal government at all levels, but to retired persons on fixed incomes, to the marginal homeowner who can barely afford to keep himself in that prestigious category, and to the person whose neighborhood already has a full quota of local services and is better supplied than are the poorer neighborhoods or the newer areas of the community.<sup>7</sup>

Clearfield City could easily fit in this category. The City Council which voted unanimously to relinquish the housing project is an example of the citizens' sentiments. It is interesting to note that Clearfield owned the project for twelve years and then sold it rather than remodel the buildings. However, the units had been built to last seven years and had little potential for remodeling.

4. THE CITY AS ARBITER OF CONFLICTING INTERESTS. Those who hold to this view do not see local government as having a single dominant mission, but rather they consider it an umpire with responsibility to allocate the scarce resources of the community in such a way that all interested groups get a share. The self-conscious minority-group leaders, seeing no prospect for controlling the local government by themselves or in an effective coalition, are likely to take this point of view, as did the traditional political boss. The psychic or numerical majority can realistically advocate a concept of the "general good" or the "public interest," but a permanent minority can only seek access, and a set of roles that will help to guarantee it for them.<sup>8</sup>

The residents of Anchorage and some of the other citizens of Clearfield hoped the City government would be just in its solutions.

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<sup>7</sup>Ibid., p. 86.

<sup>8</sup>Ibid.

The Community Action Program and the Governor's Committee did seek justice for the people of Anchorage.

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APPENDIXES

Appendix A

Maps of Anchorage and Davis County



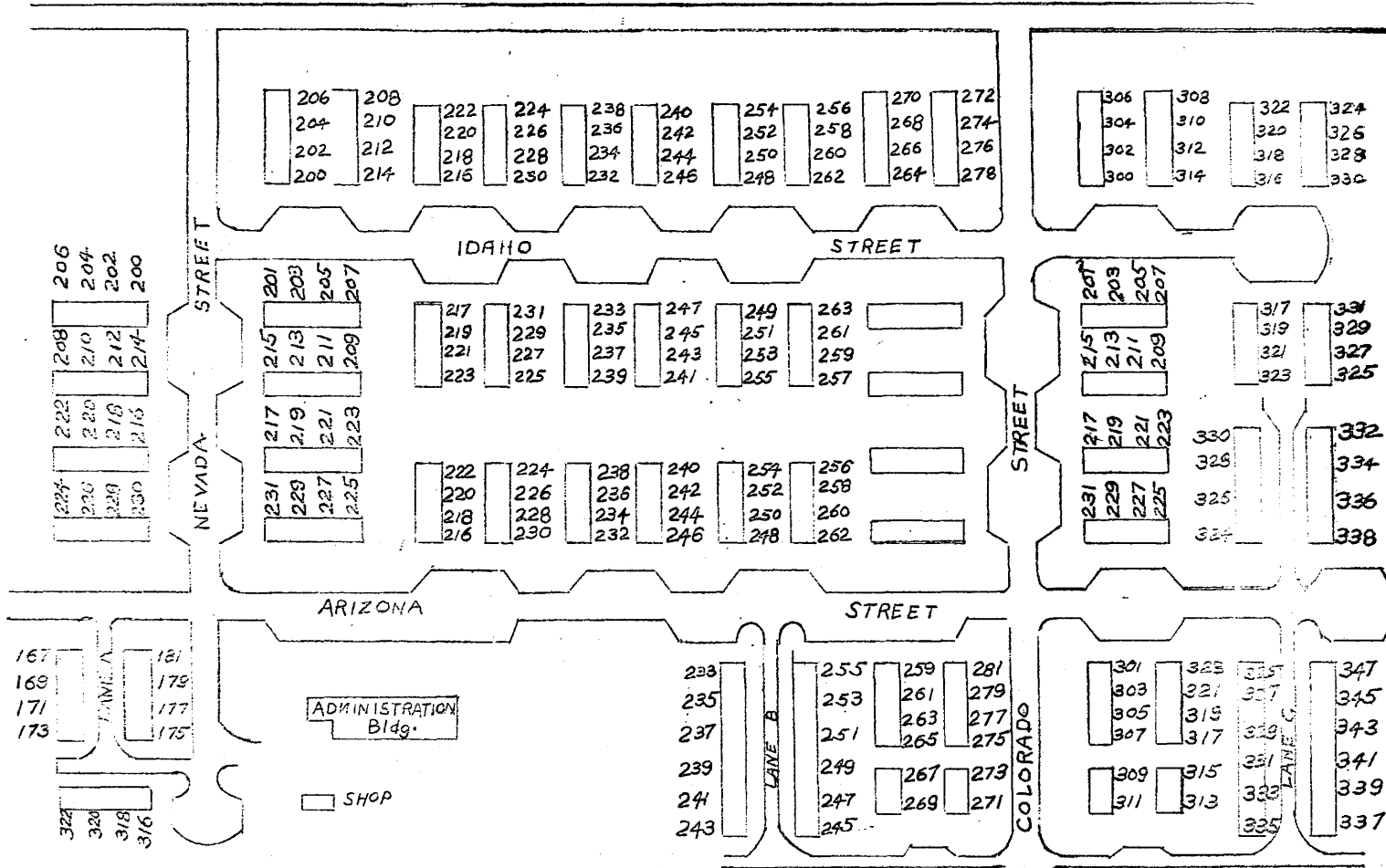


Figure 1. Map showing layout of Anchorage Housing Project

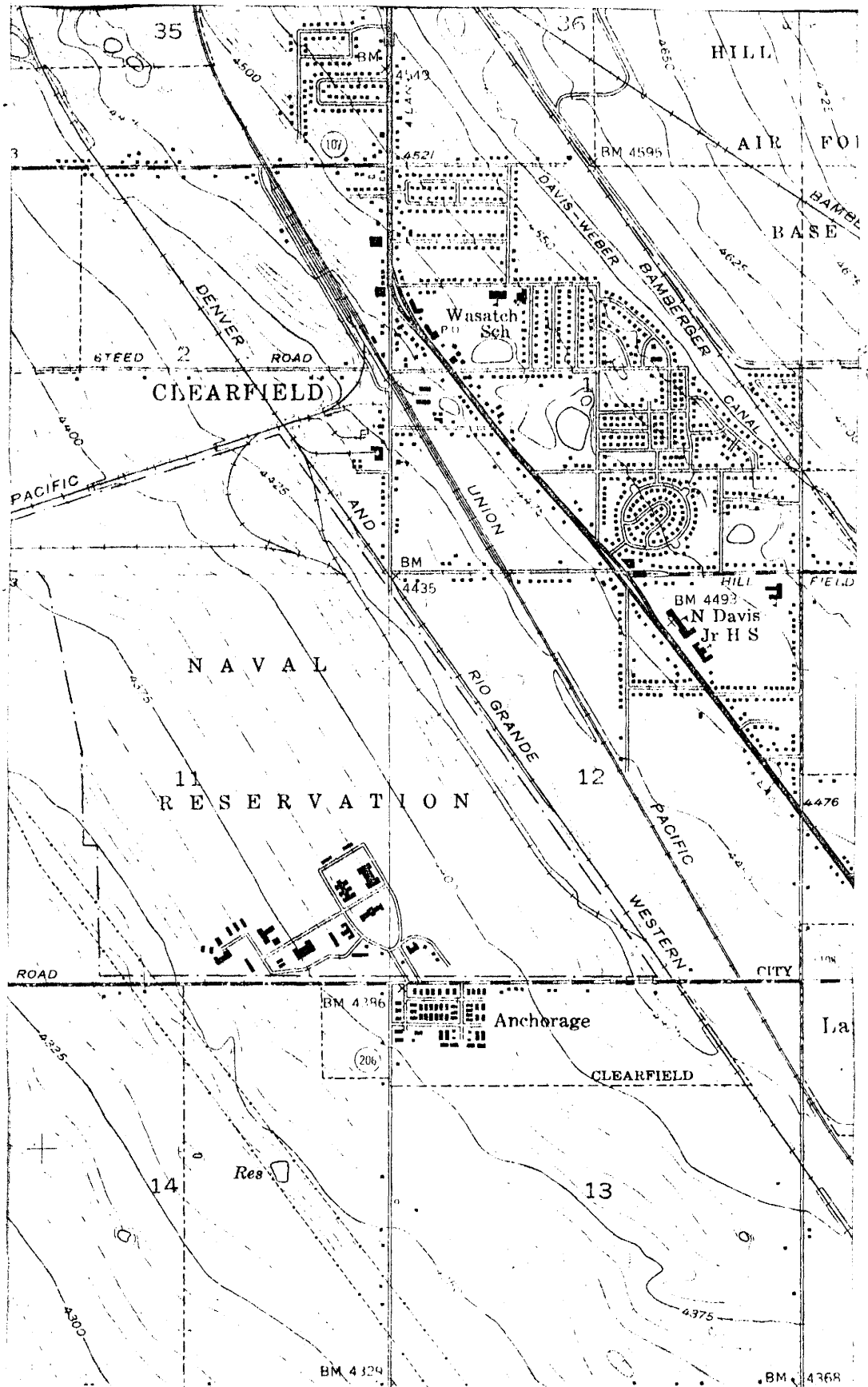


Figure 2. Clearfield Quadrangle topographic map

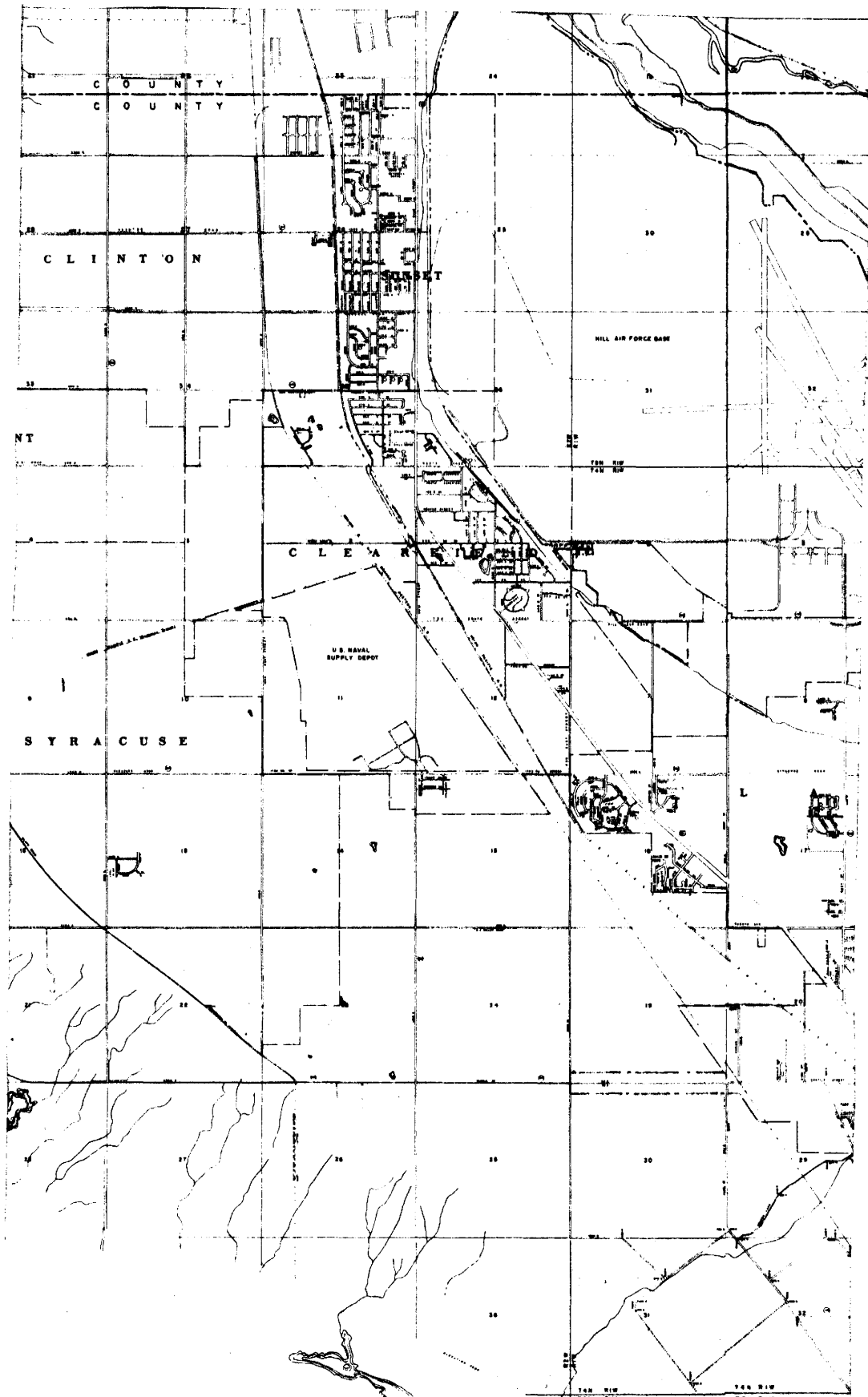


Figure 3. Map of Clearfield and surrounding area

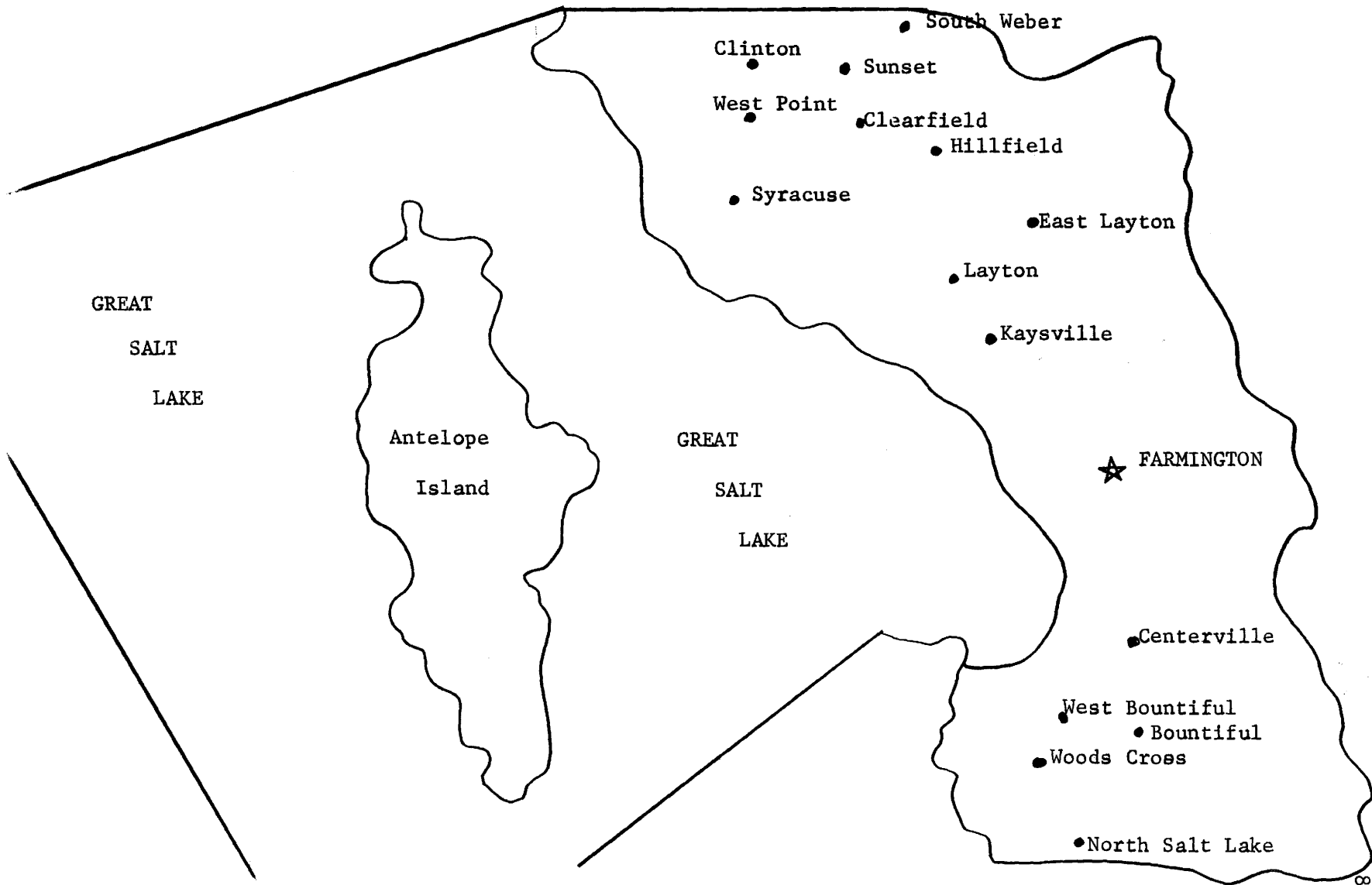


Figure 4. Map of Davis County

Appendix B

Resolutions and Papers Regarding Transfer of Property

From the Federal Government to Clearfield

RESOLUTION REQUESTING TRANSFER OF  
TEMPORARY HOUSING  
PURSUANT TO  
TITLE VI OF THE LANHAM ACT

Whereas, Public Law 475, 81st Congress, authorizes the administrator of the Housing and Home Finance Agency, upon the filing of the prescribed request therefor, to relinquish and transfer upon the terms and conditions set forth in said Act all right, title, and interest of the United States in and with respect to certain temporary war and veterans' housing projects to eligible bodies as defined therein, and

WHEREAS, Clearfield City, a Municipal Corporation, hereinafter referred to as the Applicant, is a body eligible for the transfer of the desires to have transferred to it the temporary housing hereinafter described, and

WHEREAS, the Administrator of the Housing and Home Finance Agency has delegated to the Public Housing Commissioner the functions, powers and duties vested in him by said Act,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Clearfield City, A Municipal Corporation as follows:

- I. The applicant does hereby request the Public Housing Commissioner to relinquish and transfer without monetary consideration (except for the payment for any Federal lands of interest therein which might be required and except for the settlement of any accounts between the Government and the Applicant) all right, title, and interest of the United States in and with respect to the temporary housing known as Anchorage - Utah 42156 & 42015, located in the City of Clearfield, County of Davis, a (war) housing project of temporary construction, comprising 65 dwelling structures and containing 260 family dwelling units, and one non-dwelling structure of the following numbers and types "Administration Building" as indicated on the site plan attached as "Appendix A" and made a part hereof, together with personal property appurtenances, and materials held in connection therewith.
- II. (a) The Applicant represents that it proposes to the extent permitted by law and so long as the structures herein requested

remain in housing use as among eligible applicants for occupancy in dwellings of given sizes and at specified rents to extend the following preferences in the selection of tenants:

First, to families which are to be displaced by any low-rent housing project or by any public slum-clearance or redevelopment project initiated after January 1, 1947, or which were so displaced within three years prior to making application for admission to such housing; and as among such families first preference shall be given to families of disabled veterans whose disability has been determined by the Veterans Administration to be service connected, and second preference shall be given to families of deceased veterans & servicemen whose death has been determined by the Veterans Administration to be service connected, and third preference shall be given to families of other veterans and servicemen;

Second, to families of other veterans and servicemen; and as among such families first preference shall be given to families of disabled veterans whose disability has been determined by the Veterans Administration to be service connected, and second preference shall be given to families of deceased veterans and servicemen whose death has been determined by the Veterans Administration to be service connected; Provided, that notwithstanding such preferences the Applicant will, in filling vacancies in housing transferred pursuant to this request, give such preferences to military personnel and persons engaged in national defense or mobilization activities as the Secretary of Defense or his designee prescribed to such applicant.

(ii) To manage and operate the property involved in accordance with sound business practices, including the establishment of adequate reserves.

(b) The Applicant further represents that it proposes to the extent permitted by law:

(i) Not to dispose of any right, title, or interest in the property (by sale, transfer, grant, exchange, mortgage, lease, termination of the leasehold, or any other relinquishment of interest) either (a) for housing use on the present site or on any other site except to a State of political subdivision thereof, local housing authority, a local public agency, or an educational or eleemosynary institution, or (b) for any other use unless the governing body of the municipality or county shall have adopted a resolution determining that, on the basis of local need and acceptability, the structures involved are satisfactory for such use and need not be removed: Provided, this representation will not apply to any disposal through demolition for salvage, lease to tenants for residential occupancy, or lease of non-dwelling facilities for the continuance of a use existing on the date of

transfer, or where such disposal is the result of a bona fide foreclosure or other proceeding to enforce rights given as security for a loan to pay for land under this section: And provided further, that nothing contained in this Paragraph II shall be construed as applicable to the disposition of any land or interest therein after the removal of the structures therefrom.

(ii) Whenever the structures involved, or a substantial portion thereof, are terminated for housing use and are not to be used for a specific non-housing use, to promptly demolish such structures terminated for housing use, and clear the site thereof.

- III. The Applicant will acquire the interest of the United States in and to the land upon which the housing is located upon the terms and conditions prescribed in Section 601 (b), and if such interest is in the form of a temporary use either by contract or condemnation the Applicant will obtain the releases required by said Section.
- IV. That the immediate purpose of which the housing is sought is for rental to tenants eligible hereunder and in general to provide public housing for persons of this locality, and that such housing is eligible for transfer pursuant to Section 601.
- V. The (Mayor) shall obtain the opinion of William H. King, who is the legal counsel of the applicant, regarding the legal authority of the Applicant to make this request, to accept the transfer, and operate any property involved, and to perform its obligations under Title VI of the Lanham Act. The (Mayor) shall immediately forward three certified copies of this resolution, together with the opinion of the legal counsel to the Public Housing Administration, and the same shall be the Applicant's request for relinquishment and transfer of the housing described herein.
- VI. IT IS UNDERSTOOD AND AGREED that the net revenues or other proceeds from the housing shall continue to accrue to the United States until the end of the month in which the right, title, and interest of the United States with respect to the property are relinquished and transferred and that taxes or payments in lieu of taxes will be prorated as of the end of the month in which the transfer is made. The Applicant will pay for at book value and accept an assignment of all delinquent accounts tenants still occupying the housing at the date of transfer and will assume the contracts and obligations of United States which extend beyond the date of such transfer and which may not be terminated by the United States prior to said date of transfer.
- VII. BE IT FURTHER RESOLVED that the (Mayor) be and is hereby empowered to take such other and further action as may be necessary in order to effect a relinquishment and transfer of the housing, and he shall

immediately enter into negotiations for the acquisition of such interest in land as may be necessary to comply with the conditions of transfer, and with this Resolution shall forward to the Public Housing Administration the plans of the applicant with regard to the manner and means of securing such interest, together with an estimate of the time which will be required to secure the same.

- VIII. As used in this resolution the term "veteran" shall mean "a person who has served in active military or naval service of the United States at any time on or after September 16, 1940 and prior to July 26, 1947, or at any time on or after April 6, 1916 and prior to November 11, 1918, and who shall have been discharged or released therefrom under conditions other than dishonorable. The term "servicemen" shall mean a person in the active military or naval service of the United States who has served therein on or after September 16, 1940 and prior to July 26, 1947, or at any time on or before April 6, 1916, and prior to November 11, 1918."

Passed and adopted this 13th day of November, 1950.

/s/ Melvin G. Wood, Mayor

ATTEST:

/s/ Briant S. Jacobs, City Recorder



R E S O L U T I O N

WHEREAS, Clearfield City by and through its City Council has heretofore and now is negotiating with the United States Government through the Public Housing Administration for the purchase of certain property known as Anchorage Projects, Utah 42051 and 42156, and

WHEREAS, said negotiations have now resulted in said agency confirming the sale to Clearfield City of 23.547 acres of land underlying housing to be relinquished for the sum of \$13,301.70 and 0.809 acres of vacant land determined to be "excess" for the sum of \$1,250.00 and 0.332 acres of land containing a four unit dwelling structure converted to use as a food market for the sum of \$5,900.00 making a total purchase price for said property in the sum of \$20,451.70, and

WHEREAS, in addition to the above and foregoing total purchase price the City is required to reimburse P.H.A. for costs of appraisal in the sum of \$300.00 and for payments made in lieu of taxes for the six month period July 1, 1955, to December 1, 1955 in the sum of \$5,418.97, making a total of \$26,170.67\* to be paid to the United States of America through the Public Housing Administration for the acquisition of the above described property, and

WHEREAS, the City Council of Clearfield City had now determined and does hereby determine that said property should be acquired for said amount of money.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Clearfield City as follows, to wit:

(a) That Clearfield City by and through its City Council does hereby accept, ratify and confirm the offer of the United States through the Public Housing Administration for the sale of Anchorage Projects, Utah 42051 and 42156 as hereinabove described for the total acquisition price of \$26,170.67.

(b) That the Mayor and the City Recorder be and they are hereby authorized, empowered and directed to execute each and every legal document as may be necessary to be executed for and on behalf of Clearfield City for the final acquisition of the property hereinabove referred to.

(c) That the Mayor, City Recorder and City Treasurer be and they are hereby authorized, directed and empowered to draw the proper drafts upon Clearfield City payable to the proper agency of the United States Government in the sum of \$26,170.67 as payment of the acquisition price of the property hereinabove described; and that this resolution shall be construed as a complete authorization for the City officials to consummate said transaction and pay for said property as aforesaid without further authorization or action on the part of the City Council of Clearfield City

PASSED AND ADOPTED this \_\_\_\_\_ day of June, 1955.

/s/ H. B. Wilcox  
Mayor

ATTEST:

/s/ Maurine Saxey  
City Recorder

The foregoing resolution was introduced in writing by Councilman Eldon Barlow who moved its adoption, whereupon Councilman George Haslam seconded the adoption of said resolution and the same upon being put to a vote was unanimously carried by the affirmative vote of all Councilmen present.

/s/ H. B. Wilcox  
Mayor

ATTEST

/s/ Maurine Saxey  
City Recorder

\*Final settlement noted a credit balance of \$48.58. Final payment was \$26,122.09.

REPRESENTATIONS REQUIRED TO BE  
CONTAINED IN APPLICATION FOR  
TRANSFER OF TEMPORARY HOUSING  
(PUBLIC LAW 475, 81ST CONGRESS).

"(d) No relinquishment or transfer with respect to temporary housing shall be made under this section unless the transferee represents in its request therefor that it proposes, to the extent permitted by law:

"(1) As among eligible applicants for occupancy in dwellings of given sizes and at specified rents, to extend the following preferences in the selection of tenants:

"First, to families which are to be displaced by any low-rent housing project or by any public slum-clearance or redevelopment project initiated after January 1, 1947, or which were so displaced within three years prior to making application for admission to such housing; and as among such families first preference shall be given to families of disabled veterans whose disability has been determined by the Veterans' Administration to be service-connected, and second preference shall be given to families of deceased veterans and servicemen whose death has been determined by the Veterans' Administration to be service-connected, and third preference shall be given to families of other veterans and servicemen;

"Second, to families of other veterans and servicemen; and as among such families first preference shall be given to families of disabled veterans whose disability has been determined by the Veterans' Administration to be service connected, and second preference shall be given to families of deceased veterans and servicemen whose death has been determined by the Veterans' Administration to be service connected: Provided, That if the transferee is an educational institution it may limit such preferences to student veterans and servicemen, and their families, and may in lieu of such preferences, make available to veterans or servicemen and their families accommodations in any housing of the institution equal in number to the accommodations relinquished or transferred to it: And provided further, That, notwithstanding such preferences, if the transferee is a State, political subdivision, local housing authority, or local public agency, it will, in filling vacancies in housing transferred under sub-section 601(b) hereof, give such preferences to military personnel and persons engaged in national defense or mobilization activities as the Secretary of Defense or his designee prescribes to such transferee.

""(2) Not to dispose of any right, title, or interest in the property (by sale, transfer, grant, exchange, mortgage, lease, release, termination of the leasehold, or any other relinquishment of interest) either (i) for housing use on the present site or on any other site except to a State or political subdivision thereof, local housing authority, a local public agency, or an educational or eleemosynary institution, or (ii) for any other use unless the governing body of the municipality or county shall have adopted a resolution determining that, on the basis of local need and acceptability, the structures involved are satisfactory for such use and need not be removed: Provided, That this representation will not apply to any disposal through demolition for salvage, lease to tenants for residential occupancy, or lease of nondwelling facilities for the continuance of a use existing on the date of transfer, or where such disposal is the result of a bona fide foreclosure or other proceeding to enforce rights given as security for a loan to pay for land under this section: And provided further, That nothing contained in this paragraph shall be construed as applicable to the disposition of any land or interest therein after the removal of the structures therefrom.

""(3) To manage and operate the property involved in accordance with sound business practices, including the establishment of adequate reserves.

""(4) Whenever the structures involved, or a substantial portion thereof, are terminated for housing use and are not to be used for a specific nonhousing use, to promptly demolish such structures terminated for housing use and clear the site thereof.'"

Recorded at request of \_\_\_\_\_ Fee paid No fee  
 Date July 1, 1955 at 11:55 A.M. Emily T. Eldredge Recorder  
 Davis County  
 By Grace R. Bybee Deputy Book 87 Page 395

147641

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America, acting by and through the Public Housing Administration, under and pursuant to the powers and authority contained in the provisions of the Lanham Act (54 Stat. 1125; 42 U.S.C. 1521) as amended, and Reorganization Plan No. 3 of 1947 (12 F.R. 4981), Grantor, hereby quitclaims to the City of Clearfield, Utah, a municipal corporation, Grantee, its successors and assigns, for the sum of Twenty Thousand Four Hundred Fifty-One and 70/100 Dollars (\$20,451.70), the following described property, situate, lying and being in the County of Davis, State of Utah, to-wit:

A part of the Northwest quarter of Section 13, Township 4 North, Range 2 West, Salt Lake Meridian, lying and being in the County of Davis, State of Utah, and more particularly described as follows:

BEGINNING at a point 33 feet South and 33 feet East of the Northwest corner of the Northwest quarter of said Section 13, running thence South 89° 51' East 1287 feet; thence South 0° 13' West 837 feet; thence North 89° 51' West 1287 feet; thence North 0° 13' East 837 feet to the point of beginning, containing 24.688 acres.

SUBJECT to all zoning and building laws and to all easements, public rights of way, restrictions and covenants of record in the official records of Davis County, State of Utah.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by E. Stanton Foster, Acting Director, San Francisco Field Office, Public Housing Administration, and the seal of the Public Housing Administration to be hereunto affixed this 28th day of June, 1955.

UNITED STATES OF AMERICA  
 PUBLIC HOUSING ADMINISTRATION

(SEAL)

UNITED STATES OF AMERICA  
PUBLIC HOUSING ADMINISTRATION

(SEAL)

By /s/ E. Stanton Foster  
Acting Director  
San Francisco Field Office  
Public Housing Administration

ATTEST:

/s/ Marie Graham  
Attesting Officer

STATE OF CALIFORNIA )  
( ss.  
CITY AND COUNTY OF SAN FRANCISCO)

On this 28th day of June A.D. 1955, personally appeared before me E. Stanton Foster, who, being by me duly sworn, did say that he is the Acting Director, San Francisco Field Office of the Public Housing Administration, an instrumentality of the United States of America and that said instrument was signed in behalf of the United States of America by authority of law, and said E. Stanton Foster acknowledged to me that he subscribed the name of the United States of America, Public Housing Administration for the uses and purposes therein set out.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

/s/ John J. Cauall  
Notary Public

My Commission expires:

October 18, 1956

CONTRACT

THIS CONTRACT, entered into as of 30 June 1955, between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this contract, and Clearfield City Corporation, whose address is Clearfield, Utah, hereinafter called the Purchaser.

WITNESSETH:

WHEREAS, the Purchaser has located within, or in the immediate vicinity of, a naval activity (hereinafter called the service location) Anchorage Housing Project (hereinafter called the Purchaser's establishment) in connection with which the Purchaser needs the service specified herein (hereinafter called service), and

WHEREAS, it has been determined that as of the effective date hereof the service is not available to the Purchaser from any private or other public source, and

WHEREAS, it has been determined that it is in the public interest to furnish the service to the Purchaser upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

## ARTICLE I

## SCOPE AND TERM OF CONTRACT

1. Subject to the terms and conditions hereinafter set forth and the Government's own service needs and surplus service capacity, the Government shall sell and deliver to the Purchaser and the Purchaser shall purchase and receive from the Government water supply service required by the Purchaser (not for resale or redistribution) exclusively at and for the Purchaser's establishment, all in accordance with the corresponding Service Specifications attached hereto and made a part hereof.

2. Subject to these service specifications this contract shall continue in effect from the effective date hereof and, subject to the availability of service surplus to the Government's needs, thereafter until terminated at the option of the Government by the giving of not less than 60 days advance written notice of the effective date of termination; provided if the Secretary determines by reason of a national emergency or other circumstance, that the Navy's facilities are required for use of the Government, the Government may terminate this contract at any time upon the giving of 24 hours advance written notice of the effective date of termination.

## ARTICLE II

## RATES AND CHARGES

1. For all service furnished under this contract to the Purchaser's establishment the Purchaser shall pay the Government at the following rates: Sixteen and two tenths cents (\$0.162) per thousand gallons of water delivered.

2. From time to time the Government will review the rates specified herein and hereby reserves the right to revise such rates to take effect at the beginning of any Government fiscal year. Any such revision will be based upon considerations of costs and other appropriate factors and the Purchaser will be notified of the revised rates as far in advance of the effective date thereof as possible.

## ARTICLE III

## PURCHASER'S FACILITIES

1. The Government shall not be obligated in any way for the cost of making any connections for Purchaser's service. Purchaser shall, at its expense, furnish, install, operate and maintain all new facilities required for obtaining service, including suitable motoring and regulating equipment and service connections to Government's utility system. Plans for all such facilities shall be subject to the approval of the Contracting Officer, and the installation, operation and maintenance of such facilities shall be subject to his supervision.

2. The Government hereby grants to the Purchaser, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation and maintenance of the facilities of the Purchaser required to be located upon Government premises, all of which facilities shall be and remain the sole property of the Purchaser and shall, at all times during the life of this contract, be operated and maintained by the Purchaser at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the construction, operation or maintenance of such facilities shall be assumed by the Purchaser. Such facilities shall be removed and Government premises restored to their original condition by the Purchaser at its expense within a reasonable time after termination of this contract. It is expressly understood, however, that proper military or Governmental authority may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for the national security.



## ARTICLE IV

## INDEMNIFICATION

The Government, its officers, agents and employees shall not be responsible for loss of or damage to property of the Purchaser or property of others, or for personal injuries to the Purchaser's officers, agents, servants or employees, or to other persons arising from or incident to the furnishing of, or the failure to furnish, the service provided for hereunder, nor for any other damage or loss of profit suffered by the Purchaser arising from or incident to the furnishing of, or the failure to furnish, the service provided for hereunder, and the Purchaser shall hold and save the Government, its officers, agents and employees harmless from any and all such claims or liabilities.

## ARTICLE V

## RULES AND REGULATIONS

All service made available by the Government hereunder at the point of delivery shall, beyond such point, be handled by the Purchaser in accordance with all local rules and regulations pertaining to the service concerned and facilities relating thereto. In addition the Government reserves the right to inspect the service systems and related facilities of the Purchaser and to require compliance with reasonable Government rules and regulations in connection with the furnishing of service hereunder.

## ARTICLE VI

## SPECIAL DEPOSIT

The Purchaser shall make, initially and thereafter quarterly in advance, a special deposit in an amount determined by the Contracting Officer based upon estimated charges hereunder.

## ARTICLE VII

## GENERAL PROVISIONS

1. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. Covenant Against Contingent Fees. The Purchaser warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Purchaser for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

3. Disputes. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. Within 30 days from the date of receipt of such copy, the Purchaser may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary, and the decision of the Secretary or his duly authorized representative for the hearing of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Navy Department and the head or any assistant head of the executive agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By \_\_\_\_\_

Clearfield City Corporation  
(Purchaser)

By \_\_\_\_\_

Title \_\_\_\_\_

C E R T I F I C A T E

I Maurine Saxey certify that I am the City Recorder of the corporation named as Purchaser in the foregoing contract; that Robert V. Beadles who signed said contract on behalf of the Purchaser was than Mayor of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

/s/ Maurine Saxey

Appendix CThe Terms and Conditions Between the Anchorage Residents  
and Clearfield CityCLEARFIELD CITY CORPORATION  
ANCHORAGE HOUSING PROJECTTERMS AND CONDITIONS OF OCCUPANCY

The following Terms and Conditions (hereinafter called Terms) are the regulations governing the occupancy of war housing projects and are made a part of each Registration Certificate signed by an occupant.

## 1. USE OF DWELLING

a. An occupant signing a Registration Certificate shall use the dwelling as a home for his family only. Occupants may not sublet or assign any unit nor take in roomers nor boarders. Occupants shall follow all rules and regulations which have been or may be made. Occupants shall cooperate with Clearfield City in making the dwelling a desirable place to live.

b. Occupancy Period.--The rental period for each dwelling shall be for one month (beginning the first day of the month), from the first date of occupancy until terminated as prescribed in paragraph 5. No tenancy, however created, shall be for a term longer than one month. Rents and other charges may be modified by the Clearfield City upon 30 days' advance notice to the tenant.

## 2. TERMS OF PAYMENT

a. Rates of Payment.--Rents are payable in advance at the management office on or before the first day of each month, in amounts specified on the Registration Certificate. Charges for partial periods shall be computed on the basis of 1/30 of the monthly rate. Each month shall be considered as having 30 days for the purpose of rental computations.

b. Initial and Recurring Payments.--Occupants shall pay a full month's rent at the time of signing Registration Certificate before moving into the dwelling. On the first day of the following month the occupant shall pay the amount necessary to adjust charges to the regular rental period.

### 3. REFUNDS AND CHARGES FOR DAMAGES

a. Unearned Rent.--If the occupant moves from the project before the end of the period for which rent has been paid and has given the Housing Manager the required written notice and leaves the dwelling in good condition, the unused rent will be refunded. Refunds will be made on the same basis as partial rent periods: 1/30 of the monthly rate. Each month shall be considered as having 30 days for the purpose of refund computations.

b. Charges for Damages.--The occupant will be charged for damage to property in accordance with the list of charges for damages posted in the management office.

### 4. UTILITIES

Clearfield City shall furnish without extra charge to the occupant utility services, with the following limitations:

Electricity.--Electricity lines to the units carry only 110 volts, which is insufficient to operate the following appliances: Automatic dryers, electric heaters, electric cooking ranges. Use of the foregoing appliances is prohibited. Tenant is required to use light globes of 100 watts or less.

Occupant must obtain permission from the Anchorage Office to install automatic washers. The maintenance staff will give instructions and supervise installation. (Washers should be connected to the water supply at the top of the water heater and not under the sink.)

Gas.--Occupant may install and use gas cooking range, but maintenance of such appliance will be the responsibility of tenant. Use of gas for space heating is not allowed.

Water.--Occupant is requested to use a spray nozzle or spray attachment on water hoses in order to maintain ample water pressure.

### 5. TERMINATION OF OCCUPANCY

a. By Clearfield City. Clearfield City may terminate occupancy by giving advance notice in writing of 30 days. Clearfield City will terminate the tenancy if the occupant fails to pay rent or other charges when due; if the occupant does not comply with all of these Terms; if the occupant misrepresents facts in his application for admission to the project; if Clearfield City closes all or part of the project; if other accommodations determined by management to be suitable to the occupant are available in other parts of the project or in other projects and Clearfield City offers the occupant an opportunity to use such accommodations at the established charges; or if all or a part of the project is designated as necessary for occupancy and use in connection with the national defense or other governmental purposes and the occupant does not meet the eligibility standards established for the project. The occupant agrees to accept as sufficient service any notice delivered personally, affixed to the door of the premises, or mailed to the premises. If Clearfield City terminates occupancy, it shall have the right to reenter and take possession of the premises and remove all persons and property.

b. By the Occupant.--When an occupant wishes to move from the project he shall give the Housing Manager written notice of his intent by filling out a "Notice of Intent to Vacate" (not less than 15 days in advance). On date of termination, an occupant shall remove himself and his property from the project. The dwelling equipment and furniture shall be in good order, allowing for reasonable wear and tear. If the occupant leaves personal property in the dwelling or on the project after termination of occupancy by notice or otherwise, such property shall be disposed of in accordance with local laws on the abandonment of personal property.

## 6. OCCUPANT'S RESPONSIBILITIES

a. Aid in Maintenance.--Clearfield City and the occupant/s shall cooperate in care of the dwelling and grounds. The occupant shall notify the Housing Manager of damage or need for repair of property.

b. Alterations by Occupants.--No alterations or repairs to the dwelling or any of its equipment, nor interior or exterior additions to the dwelling structure, grounds, or other appurtenances shall be made by the occupant without the consent of the Housing Manager.

c. Entry.--The occupant shall permit the duly authorized representatives of Clearfield City to enter the dwelling without notice during reasonable hours when necessary in order to provide efficient service (repairs, improvements, etc.).

d. Rubbish, Garbage, and Waste.--Occupants shall dispose of rubbish, garbage, and waste in the proper manner in the interest of health, sanitation, and appearance of the project, as directed by the Housing Manager.

e. Care of Anchorage Property.--The occupant shall keep the premises in clean, orderly, and good condition and is responsible for the care and condition of the dwelling interiors, the equipment, furniture, furnishings, and grounds appurtenant to the premises. The occupant may be required to receipt for equipment, furniture, and furnishings.

## 7. INFORMATION REQUIRED BY CLEARFIELD CITY

All occupants shall submit to the management annually signed statements setting forth the pertinent facts concerning the occupant's household composition, employment status, family income, and shall report immediately to the management whenever changes occur in family composition or employment status. Clearfield City may re-examine such information periodically.

## 8. REPRESENTATIVES AND WAIVERS

Representatives of Clearfield City have not made any promises with respect to the premises or dwellings other than mentioned herein: The failure of Clearfield City to enforce any of its rights shall not be considered as a waiver of these Terms, but same shall continue in full force and effect.

## 9. MISCELLANEOUS RULES AND REGULATIONS

a. Aerials.--Occupants shall obtain permission and instructions from management before putting up an aerial in order that roofs will not be damaged.

b. Automobile.--Occupants shall observe all signs governing speed and parking and other use of automobiles on project streets and parking areas. Unless otherwise designated, cars shall be parked in parking areas, only. Cars must not be parked on lawns.

c. Project Facilities.--The recreation rooms and play areas are for tenants and the occupants are invited to use them. Information may be secured at the management office. Occupants are requested to offer suggestions to management that will make living conditions more desirable. Children are not allowed to play on roofs.

d. Fire Hazard.--Occupants shall take every care to prevent fires. Occupants shall not keep or store within the dwelling (except in such amounts as are prescribed by the National Safety Code or as restricted by local codes) any inflammable substance such as gasoline, benzine, naphtha, kerosene, or fuel oil.

e. Guests.--Guests shall not be permitted to remain an unreasonable length of time (as prescribed by management) without prior consent of management.

f. Heating.--Occupants must obtain written permission from management before using any other facilities for heating than are provided.

g. Lawn Mowers.--Mowers may be checked out at the Anchorage office, one mower to each eight units. Mower is to be returned in the fall by tenant who checked it out. After each use mower must be returned to the unit from which it was borrowed.

h. Laundry.--Clothes shall be dried only in designated drying areas.

i. Occupants shall keep dogs confined by leash or runway to their own property in accordance with Clearfield City Ordinance.

j. Signs.--Occupants shall not display signs, placards, or banners of any type without written approval of management.

k. Storage.--Occupants must obtain written permission from management to store household property outside the dwelling.

l. Project Appearance.--Occupants shall not shake, clean, or hang any bedclothes, rugs, dust cloth, etc., from windows in halls or on roofs of buildings.

m. Other Rules.--Clearfield City reserves the right to make such other rules and regulations as are necessary: For the safety, care, and cleanliness of the premises; for securing the comfort and convenience of all occupants; and for the operation of the project in the best interests of the city.

Signature of Tenant \_\_\_\_\_



## Clearfield City Corporation

## RESIDENTIAL RENTAL AGREEMENT

This Residential Rental Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_, hereinafter called Lessor, and \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_, hereinafter called Lessee.

## WITNESSETH

Lessor does hereby lease and rent unto Lessee, and Lessee does hereby take as tenant under Lessor, the dwelling accommodations known as \_\_\_\_\_ situated at \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_ to be used by Lessee as a lawful private dwelling from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ inclusive, a term of \_\_\_\_\_.

Said accommodations are rented for occupancy of \_\_\_\_\_ Adults and \_\_\_\_\_ Children.

IN CONSIDERATION WHEREOF, and of the covenants hereinafter expressed, it is covenanted and agreed as follows:

1. Lessee agrees to pay to Lessor, or Lessor's agent, in advance, at the office of Lessor or said agent, in Anchorage Housing Project, Clearfield, Utah on the first day of each month of said term, as rent for said premises, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per month; the time of payment of each monthly installment is made the essence of this agreement.

2. Lessee shall not permit any unlawful and immoral practice to be committed on the premises; nor shall he permit them to be used as a boarding or lodging house, for rooming or school purposes, nor for any purpose which will increase the insurance rate; nor shall he permit to be kept or used on the premises inflammable fluids or explosives without the consent of Lessor; nor permit them to be used for any purpose which will injure the reputation of the building or which will disturb the tenants of the building or the inhabitants of the neighborhood.

3. Lessee has examined the premises and is satisfied with the physical condition and his taking possession is conclusive evidence of receipt of them in good order and repair, and the Lessee agrees to keep said premises in a clean and satisfactory condition, and, upon termination of this tenancy, will leave said premises,

equipment and furnishings in as good condition as when entered upon, except for reasonable wear and tear or damage by the elements or by fire; and in the event of damage or injury to said premises, except as otherwise provided herein, said Lessee shall pay for all such damages.

4. The Lessor agrees to furnish all electric power and light, sewer, water, and cooking gas as part of the monthly rental; however, the Lessee shall pay in addition to the rental for heating gas at the following rates: Ten dollars per month for 2 or more bedroom units; \$7.50 per month for 1 bedroom units; \$5.00 per month for zero units. Such charges to be in effect for the months of November, December, January and February of each year.

5. Lessee shall not have the right or power to sublet the premises or any part thereof, or to transfer or assign this lease without the written consent of Lessor; nor shall he offer any portion of the premises for a sublease by placing on the same any "to rent," "furnished room" "rooms to let" or similar sign or notice or by advertising the same in any newspaper or place or manner whatsoever without the consent in writing of Lessor.

6. It is expressly agreed and understood by the Lessor and Lessee that the Lessor shall not be liable for any damage or injury by water which may be sustained by the Lessee or other person or for any damage or injury resulting from carelessness, negligence or improper conduct on the part of any other tenant or agents or employees.

7. Should Lessee fail to pay the rent, or any part thereof, as the same becomes due, or violate any other term or condition of this lease, Lessor shall then have the right, at his option, to re-enter the leased premises and terminate the lease; such re-entry shall not bar the right of recovery of rent or damage for breach of covenants, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture.

8. Should the Lessor be compelled to commence or sustain an action at law to collect said rents or part thereof, or for damages, or to dispossess the Lessee or to recover possession of said premises, the Lessee shall pay all costs in connection therewith, including reasonable attorney's fees.

9. It is mutually understood and agreed that the Lessor and his agents shall have access to the leased premises at all reasonable times to inspect and protect the same, to show the same to a prospective purchaser, tenant or mortgagee, and to make any repairs thereto.

10. Lessee agrees not to keep or maintain a dog, cat or any other animal or pet on the leased premises without the written consent of the Lessor.

11. Lessee shall comply with all the reasonable rules and regulations now in force by Lessor, and posted in or about the premises, or otherwise brought to the notice of Lessee, both in regard to the building as a whole and as to the premises herein leased.

12. In the event the leased premises are furnished with furniture of the Lessor an inventory of the furniture shall be attached hereto and made a part hereof, and it is hereby agreed that all furnishings are received in good condition, unless otherwise expressly stated, and the Lessee further agrees to return the same at the expiration hereof in like condition, reasonable wear and tear excepted.

#### 13. USE OF DWELLING

a. The Lessee agrees that he shall use the dwelling as a home for his immediate family only. Lessees shall cooperate with Clearfield City in making the dwelling a desirable place to live.

b. Occupancy Period. The rental period for each dwelling shall be for one month (beginning the first day of the month), from the first date of occupancy until terminated as prescribed in paragraph 17. No tenancy, however created, shall be for a term longer than one month. Rents and other charges may be modified by the Clearfield City upon 30 days' advance notice to the tenant.

#### 14. TERMS OF PAYMENT

a. Rates of Payment. Rents are payable in advance at the management office on or before the first day of each month, in amounts specified on the Registration Certificate. Charges for partial periods shall be computed on the basis of 1/30 of the monthly rate. Each month shall be considered as having 30 days for the purpose of rental computations.

b. Initial and Recurring Payments. Lessees shall pay a full month's rent at the time of signing Registration Certificate before moving into the dwelling. On the first day of the following month the Lessee shall pay the amount necessary to adjust charges to the regular rental period.

#### 15. REFUNDS AND CHARGES FOR DAMAGES

a. Unearned Rent. If the Lessee moves from the project before the end of the period for which rent has been paid and has given the Housing Manager the required written notice and leaves the dwelling in good condition, the unused rent will be refunded. Refunds will be made on the same basis as partial rent periods: 1/30 of the monthly rate. Each month shall be considered as having 30 days for the purpose of refund computations.

b. Charges for Damages. The Lessee will be charged for damage to property in accordance with the list of charges for damages posted in the management office.

#### 16. UTILITIES

Clearfield City shall furnish without extra charge to the Lessee utility services, with the following limitations:

Electricity. Electricity lines to the units carry only 110 volts, which is insufficient to operate the following appliances: Automatic dryers, electric heaters, electric cooking ranges. Use of the foregoing appliances is prohibited. Tenant is required to use light globes of 100 watts or less.

Lessee must obtain permission from the Anchorage Office to install automatic washers. The maintenance staff will give instructions and supervise installation. (Washers should be connected to the water supply at the top of the water heater and not under the sink.)

Gas. Lessee may install and use gas cooking range, but maintenance of such appliance will be the responsibility of Lessee. Use of gas for space heating is not allowed.

Water. Lessee is requested to use a spray nozzle or spray attachment on water hoses in order to maintain ample water pressure.

#### 17. TERMINATION OF OCCUPANCY

a. By Clearfield City. Clearfield City may terminate occupancy by giving advance notice in writing of 15 days. Clearfield City will terminate the tenancy if the Lessee fails to pay rent or other charges when due; if the Lessee does not comply with all of these Terms; if the Lessee misrepresents facts in his application for admission to the project; if Clearfield City closes all or part of the project; if other accommodations determined by management to be suitable to the Lessee are available in other parts of the project or in other projects and Clearfield City offers the Lessee an opportunity to use such accommodations at the established charges; or if all or a part of the project is designated as necessary for occupancy and use in connection with the national defense or other governmental purposes and the Lessee does not meet the eligibility standards established for the project. The Lessee agrees to accept as sufficient service any notice delivered personally, affixed to the door of the premises, or mailed to the premises. If Clearfield City terminates occupancy, it shall have the right to re-enter and take possession of the premises and remove all persons and property.

b. By the Lessee. When a Lessee wishes to move from the project he shall give the Housing Manager written notice of his intent by filling out a "Notice of Intent to Vacate" (not less than 15 days

in advance). On date of termination, a Lessee shall remove himself and his property from the project. The dwelling equipment and furniture shall be in good order, allowing for reasonable wear and tear. If the Lessee leaves personal property in the dwelling or on the project after termination of occupancy by notice or otherwise, such property shall be disposed of in accordance with local laws on the abandonment of personal property.

#### 18. LESSEE'S RESPONSIBILITIES

a. Aid in Maintenance. Clearfield City and the Lessee/s shall cooperate in care of the dwelling and ground. The Lessee shall notify the Housing Manager of damage or need for repair of property.

b. Alterations by Lessees. No alterations or repairs to the dwelling or any of its equipment, nor interior or exterior additions to the dwelling structure, grounds, or other appurtenances shall be made by the Lessee without the consent of the Housing Manager.

c. Entry. The Lessee shall permit the duly authorized representatives of Clearfield City to enter the dwelling without notice during reasonable hours when necessary in order to provide efficient service (repairs, improvements, etc.)

d. Rubbish, Garbage and Waste. Lessees shall dispose of rubbish, garbage, and waste in the proper manner in the interest of health, sanitation, and appearance of the project, as directed by the Housing Manager.

e. Care of Property. The Lessee shall keep the premises in clean, orderly, and good condition and is responsible for the care and condition of the dwelling interiors, the equipment, furniture, furnishings, and grounds appurtenant to the premises. The Lessee may be required to receipt for equipment, furniture and furnishings.

#### 19. INFORMATION REQUIRED BY CLEARFIELD CITY

All Lessees shall submit to the management annually signed statements setting forth the pertinent facts concerning the occupant's household composition, employment status, family income, and shall report immediately to the management whenever changes occur in family composition or employment status. Clearfield City may re-examine such information periodically.

#### 20. REPRESENTATIVES AND WAIVERS

Representatives of Clearfield City have not made any promises with respect to the premises or dwellings other than mentioned herein: The failure of Clearfield City to enforce any of its rights shall not be considered as a waiver of these Terms, but same shall continue in full force and effect.

## 21. MISCELLANEOUS RULES AND REGULATIONS

a. Aerials. Lessees shall obtain permission and instructions from management before putting up an aerial in order that roofs will not be damaged.

b. Automobile. Lessees shall observe all signs governing speed and parking and other use of automobiles on project streets and parking areas. Unless otherwise designated, cars shall be parked in parking areas, only. Cars must not be parked on lawns.

c. Project Facilities. The recreation rooms and play areas are for tenants and the Lessees are invited to use them. Information may be secured at the management office. Lessees are requested to offer suggestions to management that will make living conditions more desirable. Children are not allowed to play on roofs.

d. Fire Hazard. Lessees shall take every care to prevent fires. Lessees shall not keep or store within the dwelling (except in such amounts as are prescribed by the National Safety Code or as restricted by local codes) any inflammable substance such as gasoline, benzine, naphtha, kerosene, or fuel oil.

e. Guests. Guests shall not be permitted to remain an unreasonable length of time (as prescribed by management) without prior consent of management.

f. Heating. Lessees must obtain written permission from management before using any other facilities for heating than are provided.

g. Laundry. Clothes shall be dried only in designated drying areas.

h. Lessees shall keep dogs confined by leash or runway to their own property in accordance with Clearfield City Ordinance.

i. Signs. Lessees shall not display signs, placards, or banners of any type without written approval of management.

j. Storage. Lessees must obtain written permission from management to store household property outside the dwelling.

k. Project Appearance. Lessees shall not shake, clean, or hang any bedclothes, rugs, dust cloth, etc., from windows in halls or on roofs of buildings.

l. Other Rules. Clearfield City reserves the right to make such other rules and regulations as are necessary: For the safety, care, and cleanliness of the premises; for securing the comfort and convenience of all Lessees; and for the operation of the project in the best interests of the city.

22. Lessees will be furnished the initial window blinds, additional blinds thereafter shall be paid for by Lessee.

A. The Lessor will either initially paint premises or will furnish to the incoming tenant an initial issue of paint. All paint thereafter issued shall be paid for by the Lessee.

B. Lessee will be subject to paying for broken or damaged window blinds, screen doors, clogged plumbing and other waste and/or destruction to the premises caused by the Lessee. The amounts of damage shall be determined by the housing manager on the replacement basis based on the then prevailing costs of material and labor.

23. The lease shall provide that rentals shall be paid monthly in advance. That any rental unpaid for a period of five days from the rental due date shall be considered delinquent and if such rental shall remain for a period of an additional five days then and in that event a late charge of \$2.50 shall be added to the rental due.

24. Each new Lessee shall be required to make a deposit in the sum of \$20.00.

25. In the event any Lessee is 10 days or more delinquent in payment of any rental to become due hereunder, the housing manager shall immediately exercise the Lessor's rights under the unlawful detainers statutes of the State of Utah.

26. In the event it becomes necessary for Lessor to enforce any of the terms, covenants, or conditions contained herein through legal action, against Lessee, Lessee agrees to pay all reasonable costs of such action, including court costs and Attorneys fees.

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Lessee

CLEARFIELD CITY---LESSOR

By: \_\_\_\_\_  
Housing Manager

Appendix DA Clearfield City Audit Report for 1966EXHIBIT "N"

Page 1

CLEARFIELD CITY CORPORATION  
ANCHORAGE HOUSING FUND  
STATEMENT OF OPERATIONS  
COMPARED WITH BUDGET ESTIMATES AND APPROPRIATIONS  
FOR THE FISCAL YEAR ENDED JUNE 30, 1966

	<u>Budget</u>	<u>Actual</u>	<u>Over or (Under) Budget</u>
<u>Income</u>			
Rental income	\$90,500.00	\$79,046.09	\$(11,453.91)
Delinquent charges on rent	<u>          -</u>	<u>          358.00</u>	<u>          358.00</u>
Total income	90,500.00	79,404.09	(11,095.91)
<u>Expenses</u>			
Salaries and Wages:			
Permanent employees	15,700.00	16,839.70	1,139.70
Travel	85.00	64.29	(20.71)
Office Expense and Supplies:			
Telephone	280.00	292.00	12.00
Printing	100.00	96.33	(3.67)
Stationery and supplies	50.00	16.85	(33.15)
Equipment Operating Supplies and Maintenance:			
Motor vehicle repairs and maintenance	125.00	83.37	(41.63)
Office machine repairs and maintenance	50.00	16.00	(34.00)
Gasoline and fuels	100.00	50.00	(50.00)
Tires and tubes	50.00	74.59	24.59
Other supplies	75.00	50.58	(24.42)
Buildings and Grounds-- Operating Supplies and Maintenance:			
Gas, lights and water	24,000.00	22,809.48	(1,190.52)
Janitorial supplies	150.00	226.57	76.57)
Paint and paint supplies	2,000.00	1,046.17	(953.83)
Landscaping and garden supplies	50.00	25.25	(24.75)



<u>Expenses - cont'd</u>			
Lumber and building materials	\$ 500.00	\$ 203.53	\$ (296.47)
Roofing and roofing materials	2,500.00	1,826.00	(674.00)
Other supplies	2,000.00	683.03	(1,316.97)
Special Departmental Supplies:			
Chemicals	1,800.00	651.87	(1,148.13)
Small tools	50.00	74.26	24.26
Other special supplies	275.00	41.94	(233.06)
Rent of property and equipment	240.00	1,800.00	1,560.00
Auditing services	350.00	350.00	---
Refuse collection and disposal	3,175.00	2,152.25	(1,022.75)
Other Charges:			
Insurance and surety bonds	1,918.00	1,918.00	---
Social security taxes	800.00	503.86	(296.14)
Workmen's compensation	150.00	152.18	2.18
Group insurance	500.00	380.00	(120.00)
Retirement	830.00	673.59	(156.41)
Interest	---	36.00	36.00
Depreciation	---	34.61	34.61
Payments in lieu of property taxes	240.00	240.00	---
Miscellaneous expense	---	<u>177.32</u>	<u>177.32</u>
Total expenses	58,143.00	53,589.62	(4,553.38)
Amount Available for Transfer to Other Funds	32,357.00	25,814.47	(6,542.53)
Contributions to General Fund	<u>25,800.00</u>	<u>26,000.00</u>	<u>200.00</u>
Earnings Retained and Transferred to Earned Surplus or (Decrease) in Earned Surplus	<u>\$ 6,557.00</u>	<u>\$ (185.53)</u>	<u>\$ (6,742.53)</u>

Appendix EArticle Appearing in The New York Times

## Evictions Set Off a Dispute in Utah

by Wallace Turner

CLEARFIELD, Utah, March 2--About 90 families, mostly Mexican-American, mostly on welfare, are being evicted from a housing project owned by this small city.

"They are discriminating against us," said Juan Guzman, a Mexican-American, who is to be evicted.

"Our conclusion is that we got to get them out," said Mayor Charles Eddy, an employe of Hill Air Force Base, the economic support of this and other small cities to the south of Ogden.

"They don't want these people in their city," said Mrs. Ann Kagie, director of community action programs for Davis County.

"The welfare should find them places to live," said Clarence Stocker, the Clearfield city manager. "They sent them out here because that's the cheapest rent."

The city government has no plans to do anything to try to find housing for these 700 people who now live in squalor in Anchorage, a cluster of barracks-like row apartments built in 1942 to house Navy personnel.

"It's been a little disturbing to me because I know that some of the folks there are not on welfare," said Mayor Eddy. "Some of them are working up at the air base and are making an income good enough that they probably could have relocated."

The city took title to the former war housing project in June, 1955. It paid the Federal Government \$20,000 for the 150 apartments and a school building. The project was sold last November for \$60,000 with the requirement that the buildings be razed.

While the rents charged are very low, ranging from \$45 a month for a one-room apartment to \$70.50 for four rooms, the city in 13 years has earned upwards of \$400,000 from operating the housing project.

At the same time, it has put practically nothing back into the properties. They are rundown and obsolete.

"The city has not been a good landlord," Mayor Eddy said in an interview. He sat beneath a hand-lettered sign in the council chambers that set out "Clearfield Objectives, 1967." Along with such objectives as "Shop at home campaign," "Assist business developers," and "Plan youth police corps," was "Phase out Anchorage."

Residents of Anchorage, some of whom have lived there 20 years, believe the city's profits from their rentals have gone to pay for an indoor swimming pool across from the Clearfield High School.

"I say my taxes paid it, mine and other peoples," Mayor Eddy retorted angrily. The pool was built with a \$250,000 bond issue to be paid out of city general fund revenues. Anchorage earned the city \$25,000 last year.

Anchorage is about two miles from the center of Clearfield, a city of 11,500 population that was a cluster of houses with 1,000 residents when the housing project was built.

Cars were parked one recent morning around the project's streets and in vacant lots, some with flats, some with no wheels, some in polished and tuned running order. There were rusty garbage pails made of oil drums. The grounds and streets were untidy.

Two little boys rolled a six-inch wheel on the sidewalk--one a tow-headed Anglo, the other a dark-haired and dark-eyed Mexican-American.

The tow-head's mother is Mrs. Joan Thompson, 32-year-old, who lives in a four-room apartment with him and an 18-months-old brother. She is twice divorced, has no job experience except as a barmaid in Moab, Utah, and lives on \$163 a month from welfare.

Her rent is \$70.50 a month. She previously paid \$75 plus utilities for not so pleasant a place. Her roof at Anchorage leaks, but not too badly.

"I don't know where I'll go," she said.

Across the street Raymond Delegado, 19, worked on his bright red two-year-old car, polishing the hubcaps. He has lived in Anchorage since he was a year old. His father works as a laborer. An older brother is in Vietnam.

Mr. Guzman, who is director of the community action program at Anchorage, said that 25 Anchorage men were in Vietnam. He thought all of them were Mexican-American.

Mr. Guzman has lived a year in Anchorage. For 10 months he has been the community action project director for \$350 a month. He gets \$420 more from welfare and supports his wife and 10 children.

A survey of 73 of the 90 families showed 62 of them were Mexican-American, 10 were Anglo, and one was Filipino (Five of the families missed by the survey are Negro).

Of these 73 families, 30 heads of households had jobs. Welfare checks went to 34 families. (Mr. Guzman falls in both categories). There are 295 children in Anchorage, and 120 of these live on welfare.

The city's sale of Anchorage came rapidly and frustrated a plan backed by Federal officials to help the tenants buy the project with a Government loan.

Edwin M. Higley, a real estate developer, bought Anchorage with a \$5,000 downpayment. He must clear the property under terms of the sale. The city plans to mail out eviction notices April 1 to be effective August 1. Tenants signed promises to move on 30 days notice when they came into Anchorage.

Mayor Eddy, the leader in the eviction plan, views Anchorage as a continuing social evil and says the housing project has created a load on city services.

"Our little town can't afford to pack it for everybody in the state," he said.<sup>1</sup>

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<sup>1</sup>"Evictions Set Off a Dispute in Utah," The New York Times, March 10, 1968, p. 66.