

# REGULAR SESSION

# AGENDA

MILWAUKIE CITY COUNCIL  
MAY 20, 2008

MILWAUKIE CITY HALL  
10722 SE Main Street

2030<sup>th</sup> MEETING

REGULAR SESSION – 7:00 p.m.

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|---|--------|
| <b>I. CALL TO ORDER</b>   |        |
| Pledge of Allegiance  |        |
| <b>2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS</b>   |        |
| <b>A. Recognize Susanna Pai for Service to the Community</b>  |        |
| <b>B. Milwaukie Participation in the Mayors' Institute on City Design (Kenny Asher / Katie Mangle)</b>  | 2      |
| <b>3. CONSENT AGENDA</b> <i>(These items are considered to be routine, and therefore, will not be allotted Council discussion time on the agenda. The items may be passed by the Council in one blanket motion. Any Council member may remove an item from the "Consent" portion of the agenda for discussion or questions by requesting such action prior to consideration of that portion of the agenda.)</i> |        |
| <b>A. City Council Minutes</b>  |        |
| 1. March 18, 2008 Regular Session   | 5      |
| 2. April 1, 2008 Work Session   | 17     |
| <b>B. Resolution Reappointing Teresa Bresaw to the Planning Commission</b>  | 25     |
| <b>C. Resolution Reappointing Scott Churchill to the Planning Commission</b>  | 26     |
| <b>D. Resolution Reappointing Molly Jo Hanthorn to the Center/Community Advisory Board</b>  | 27     |
| <b>E. Resolution Reappointing Ben Horner-Johnson to the Center/Community Advisory Board</b>   | 28     |
| <b>F. Resolution Awarding the Contract for Oak Street Paving Project – Street Surface Maintenance Program</b>   | 29     |
| <b>G. OLCC Application, Barb's Catering, 9002 SE 32<sup>nd</sup> Avenue, New Outlet</b>   | 34     |
| <b>H. OLCC Application, Spring Creek Coffee House, 10600 SE Main Street, New Outlet</b>   | 35     |
| <b>4. AUDIENCE PARTICIPATION</b> <i>(The Presiding Officer will call for statements from citizens regarding issues relating to the City. Pursuant to Section 2.04.140, Milwaukie Municipal Code, only issues that are "not on the agenda" may be raised. In addition, issues that await a Council decision and for which the record is closed may not be discussed. Persons wishing to address the</i>          |        |

*Council shall first complete a comment card and return it to the City Recorder. Pursuant to Section 2.04.360, Milwaukie Municipal Code, "all remarks shall be directed to the whole Council, and the Presiding Officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous." The Presiding Officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.)*

5. **PUBLIC HEARING** *(Public Comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.)*

**Motion to Consider Continuation of Amendments to Milwaukie Municipal Code (MMC) Section 19.321.7 & 19.321.3 (Mike Swanson)**

6. **OTHER BUSINESS** *(These items will be presented individually by staff or other appropriate individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

- A. **Agreement between City and Clackamas River Water to Purchase Surplus Water – Resolution (Paul Shirey)** 37  
B. **Council Reports**

7. **INFORMATION**

- A. **Citizen Utility Advisory Board Minutes of March 11, 2008** 51  
B. **Citizen Utility Advisory Board Minutes of April 2, 2008** 53  
C. **Riverfront Board Minutes of March 25, 2008** 55

8. **ADJOURNMENT**

**Public Information**

- Executive Session: The Milwaukie City Council may meet in executive session immediately following adjournment pursuant to ORS 192.660(2).
- All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions as provided by ORS 192.660(3) but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
- For assistance/service per the Americans with Disabilities Act (ADA), please dial TDD 503.786.7555
- The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.

2.

PROCLAMATIONS,  
COMMENDATIONS,  
SPECIAL REPORTS,  
AND AWARDS



**To: Mayor and City Council**

**Through: Mike Swanson, City Manager**  
**Kenneth Asher, Community Development and Public Works Director**

**From: Katie Mangle, Planning Director**

**Subject: Milwaukie Participation in the Mayors' Institute on City Design**

**Date: May 9, 2008 for May 20, 2008 Regular Session**

**Action Requested**

None. This is a briefing on recent activity involving Milwaukie's participation in the Mayors' Institute for City Design.

**History of Prior Actions and Discussions**

None.

**Background**

The Mayors' Institute on City Design is a national program focused on bringing mayors and designers together in a relaxed setting, apart from the day-to-day concerns of running a city, to discuss urban design issues and solutions. The Institute, founded in 1985, includes mayors and design experts from around the country, and are held several times a year in different cities.

This year, Metro, University of Oregon and Portland State are jointly hosting an Institute in early May. Metro President David Bragdon invited Mayor Bernard to represent Milwaukie as one of a select group of mayors invited to join this session of the Mayors' Institute.

This institute will be a two and a half day program that brings together eight mayors with a select group of planners, architects, landscape designers and other national experts who will explore "urban design problems" in each mayor's city. In this setting, Mayor

Bernard will have the opportunity to learn new approaches to some of the urban design challenges confronting Milwaukie’s planned redevelopment of the Kellogg Treatment Plant site. This presents Milwaukie with a rare opportunity to gain free expert advice on an issue of great importance to the City’s future.

During the institute, each Mayor will present an “urban design problem” for discussion and feedback from the panel of experts. After Mayor Bernard presents the treatment plant case study, the design professionals and his fellow mayors will respond to the case study and discuss new ways of conceptualizing and addressing the site. Mayor Bernard will report back to council on what he learned and share the ideas generated during the Institute.

Mayors who have participated in past Institutes have indicated they return to their communities with a better understanding of design and the design process, and a repertoire of new tools and ideas to tackle design issues and define solutions.

**Concurrence**

There is no action with which to concur.

**Fiscal Impact**

None. All expenses for Mayor Bernard’s participation in this program will be paid by the Mayors’ Institute, which is funded by the National Endowment for the Arts, the American Architectural Foundation, and the United States Conference of Mayors.

**Work Load Impacts**

None. City staff spent a minimal amount of time assisting Mayor Bernard with the case study material. Most of the work preparing for the Institute has been completed by Metro staff.

**Alternatives**

None.

**Attachments**

None.

3.  
CONSENT AGENDA

**CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
MARCH 18, 2008**

**CALL TO ORDER**

**Mayor Bernard** called the 2026<sup>th</sup> meeting of the Milwaukie City Council to order at 7:00 p.m. in the City Hall Council Chambers.

Present: Mayor James Bernard and Councilors Deborah Barnes, Greg Chaimov, Joe Loomis, and Susan Stone

Staff present: City Manager Mike Swanson, City Attorney Bill Monahan, Community Development and Public Works Director Kenny Asher, Community Services Program Director Beth Ragel, Code Compliance Coordinator Tim Salyers, and Community Services Director JoAnn Herrigel

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARD**

**Mayor Bernard** announced board and commission appointments and directed staff to prepare resolutions appointing David Aschenbrenner and Leslie Schockner to the Budget Committee, Andrew Tull to the Design and Landmarks Committee, Bob Hatz and Charles Bird to the Citizens Utility Advisory Board, and Tom Hogan and Ron Rasch to the Library Board.

**It was moved by Councilor Chaimov and seconded by Councilor Stone to extend the terms of Mike Miller on the Budget Committee and Teresa Bresaw and Scott Churchill on the Planning Commission for 1 month. Motion passed unanimously. [5:0]**

**Urban and Rural Reserves**

**Metro Councilor Carlotta Collette** reported people had been talking for a number of years about alternative ways to expand the urban growth boundary (UGB) that in the past had been contentious and left no one happy. Last year Metro had 2 pieces of legislation approved. One was that the process for designating the new UGB could be suspended for 2 years, and the other was a new approach to the UGB expansion. In the past it had not been that relevant to the City of Milwaukie because it was geographically limited. The new process could impact Milwaukie in positive ways. The roadmap described some of the ways Metro was working with local communities. The whole process came out of community involvement and working with local governments and county officials.

The first section, Focus Investments, was aimed at building vibrant downtowns and investments Metro could make or direct into the communities to help them achieve their goals. In the case of Milwaukie, it had its Downtown Plan, and Metro would love to partner in making it a reality. It also talked about what kind of investments needed to be made in infrastructure region-wide both in aging systems and systems that needed to be built. There were many things that came under the category of infrastructure including water, sewage treatment, roads, and schools. Metro was asked to take an inventory of infrastructure needs and look for ways the region could work together to help fund the needs everyone was facing. This fit with the UGB issue because at some

point growth could not expand into areas where infrastructure could not be built. The intent was that Metro would look at the needs and where investments could be targeted in urban and new communities and hopefully make decisions that had a little more basis on what could realistically be built.

The second track of this performance-based growth management was about having better computer modeling tools. Metro had a list of aspirations – what every community seemed to want – like a grocery store, plaza, fountains, coffee shops, wine bars, restaurants, transportation systems, walkable communities, parks, and open spaces. What were the things that meant a place where people wanted to live and hang out? Metro would put these amenities in its computer models and figure out the best places for targeting investments. Community might be built up around a transit station or a neighborhood that was currently underdeveloped like Gateway or Lents. What were some things that could be done to help that community grow? What were the major investments that would attract people to that community? Metro had just begun to build the model that would help determine which investments would pay back where and which would not. It would always be a recommendation. In all of these cases it was about what the community wanted, and not what Metro thought it should have. This process was even more focused on community goals and regional choices including cooperative funding and bringing in other sources of funding.

The third track was urban and rural reserves. In the past the regional boundary was expanded in places like North Bethany and the Stafford area. The new process looked at what investments needed to be made to achieve the desired communities within the urban growth boundary and then look at the other places where counties and communities want to expand. This process engaged representatives from the counties, various businesses, and cities on a steering committee. Metro and the counties would make the decisions on the urban and rural reserves process jointly. Each county had representatives on what was called the Core-4 and had begun meeting to make suggestions about what areas should be considered in the future for urban growth development. In the meantime those were being called urban reserves. Now Metro would begin looking at areas that would not be developed at all for 50 years, and those were the rural preserves for agricultural reasons or because they were natural habitat or special places. There was a study done in 2006 of the agricultural resources and the natural environment, and was the basis for some of the decision making around the rural preserves. The process will complete its work in about 2009.

The final process was the Regional Transportation Plan (RTP) that had to do with building a transportation system that was also part of the new and existing communities. The idea was to integrate all the approaches and bring communities to reality. The first of the toolkit had to do with financial incentives.

**Mayor Bernard** was involved in last UGB expansion and was concerned about what at one time was the abandonment of the inner city core to blight yet that was where the infrastructure existed. He preferred this process.

**Councilor Collette** was one of the co-leads on the investment process as well as performance-based growth management. The intent was to free up some money to invest in existing communities rather than building fantasy communities on the outer edges for which infrastructure was too expensive to build.

**Councilor Stone** asked when public involvement would occur.

**Councilor Collette** responded there was an elaborate public involvement plan, and she showed a timeline with milestones and input times throughout the process.

**Ken Ray**, Metro Senior Public Affairs Coordinator, elaborated on public involvement efforts specific to urban and rural reserves. This was a joint effort between Metro and 3

counties to integrate a comprehensive public outreach program in all the different phases of the process with existing communities and fringe areas.

**Councilor Stone** understood there was a public input process between winter and spring 2008.

**Councilor Collette** replied this meeting was part of that element.

**Mr. Ray** said the first step was to educate people about the process. Right now Metro was looking at the broad canvas followed by more refinement throughout the process.

**Councilor Collette** added each county had its own public involvement process, and Clackamas County just formed its team. She suggested connecting with County Commissioner Martha Schrader. Metro hoped the grassroots efforts were made both through the counties as well as the local governments.

### **Supplemental Draft Environmental Impact Statement (SDEIS) Update**

**Mr. Asher** reported the drafting phase of the SDEIS was nearly complete, and the 45-day public comment period would follow in early May. There was a station location workshop at Milwaukie High School on March 19. He discussed Craig Flynn's comments about Metro's station area communities with an associated density of 45 persons per acre. Mr. Flynn extrapolated that Metro would like to see 20,000 people in every station area which would be of grave concern to Mr. Asher and many others across the region. There was such a recommendation in Metro's code, but Mr. Asher wanted to put that in context. Ms. Mangle was preparing a memo to set the record straight. Councilor Stone had referred to those as mandates in the work session, and there was a huge difference between a mandate and a recommendation. Metro had a requirement that cities have enough zoning capacity to accommodate a certain amount of growth. That got back to what Metro Councilor Collette just talked about. It was part of a regional plan to move growth into certain areas and keep it out of other areas through 2017. That number was 3,188 dwelling units throughout the entire City. That was the number the City of Milwaukie arrived at on its own and forwarded it to Metro saying that was how it wanted to comply. That was for the entire City not just downtown. The City today had approximately 10,000 households. That was not required growth; that was the zoning map. Milwaukie was already in compliance with the Functional Plan. Light rail had nothing to do with that. The Comprehensive Plan anticipated most of that growth happening downtown. A discussion started in the work session about revisiting the Downtown Plan. One of the things it helped do was to concentrate growth in those blocks so that it would not go out into the neighborhoods where there was less dense zoning in place. The City controlled zoning changes. Metro cannot and did not impose new zoning on any city with or without light rail. Every time the City changed its code it had to show it was still in compliance with the Plan. Metro did have recommended density targets. In station communities it was 45 persons per acre, and in town centers it was 40 persons per acre. That was housing and employment combined. They were just recommendations. North Main Village, for example, had a density between 61 and 88 depending on whether one was looking at the town homes or the condos. The recommendation was less dense than North Main Village. The point was that Mr. Flynn was correct in that Metro had that recommendation, but it had nothing to do with light rail per se except that it went up a little bit in station area communities. It did not force the City to do anything it would not otherwise do. The City was already in compliance with Metro's one requirement which was to accommodate through zoning the share of regional growth. That number was 3,188 dwelling units. Milwaukie met or exceeded that number.

**Councilor Stone** understood Mr. Asher to say the City had 10,000 households and asked if those were individual houses or did it include multi-family structures and each apartment. How did that work?

**Mr. Asher** replied it attempted to count homes and apartment units. The exact number would be in the staff memo, but it was close to 10,000. Those targets included employment density that could include office buildings. The point was to concentrate the most people where there were the greatest transportation access and options.

**Dave Unsworth**, TriMet, addressed transportation benefits, traffic issues associated with the project, and social, environmental, and economic elements, historic resources, park lands, land use economics, and displacement acquisitions. He reviewed the length of the corridor that included a couple of choices at Tacoma either the Tillamook Branch alignment or through Main Street with a park-and-ride potentially at Southgate called the Milwaukie Park-and-Ride. There were some station choices in the downtown and the question of going further south to Park Avenue. It was 6.4 miles to Lake Road and another .8 mile to Park Avenue. There were between 9 and 13 stations. Last week on March 12 there was a good discussion on station areas at Park and Bluebird. There were probably over 130 people at that meeting, and there were both negative and positive comments. There were a lot of people who wanted to drive to the stations. There would be a new transit bridge with 22,000 – 26,000 daily light rail riders. He discussed the potential Willamette River crossings. There were 3 options to the south. The locally preferred alternative (LPA) had 600 spaces at Tacoma, 600 at Southgate, a choice of a Harrison Street station, and a park-and-ride at Lake Road. This took it farther south with 1,000 spaces at Tacoma, none at Lake Road, a Bluebird elevated station, and a larger park-and-ride at Park Avenue. The Tillamook Branch alignment avoided a park-and-ride with Monroe Street and Lake Road stations. The selection of stations in downtown Milwaukie was a community discussion.

**Mr. Unsworth** reviewed the schedule. The Federal Transit Administration (FTA) would decide when the SDEIS was ready to publish, so this would likely be published May 2 or May 9. He discussed the various ways people could view the document. There would be a series of open houses, and the Steering Committee would hold a hearing at some point in the 45-day public comment period as would the local jurisdictions. He expected the decision to end up at the Metro Council in July. Once it was selected the project moved into preliminary engineering that went up to 30% engineering. That was when mitigation commitments were made.

All of this was compared to 2030 and included 1 million new people coming to the Portland/Vancouver area and associated traffic. The light rail alternative was being compared to all buses in 2030 as required by the federal partner. The number of people using transit to go downtown improved 9% to 17%. There was a jump of people using transit to go downtown for work trips anywhere from 13% to 24%. Vehicle miles traveled (VMT) was reduced by 46,000 to 69,000 per day. Vehicle hours of delay would be reduced 300 to 460 hours per day in the peak periods just in the corridor. The 2-hour peak volumes were reduced by 3%. No-build, bus, and light rail travel times were compared, and some were significant. From Milwaukie to Portland State University by transit it was 15 to 18 minutes faster on light rail. South Waterfront was 23 to 33 minutes faster on light rail. It was not as impressive to Pioneer Square in part because the express bus crossed the Hawthorne Bridge and went straight into that area, so light rail was traveling a greater distance in serving the South Waterfront and PSU. He discussed the traffic analysis zones and traffic impacts. He pointed out certain intersections that were in trouble including 32<sup>nd</sup> and Johnson Creek Boulevard and warranted a signal today. With light rail and more traffic it would still warrant a signal, and TriMet mitigation would indicate a signal. Milport was at the edge today, so a couple of things could be done to mitigate the intersection. The size of the lot could be

decreased, the Tillamook Branch line could be chosen, or there could be double lefts to steal a little green time in the north/south movement. The reason that intersection failed was because there was so much green time with the north/south movement that people going east and west had little green time. In TriMet's discussion with ODOT there was a possibility to steal some green time that would allow a slightly smaller park-and-ride than 600 spaces and probably about 520. Green time was when one was allowed to legally enter and cross an intersection. In downtown Milwaukie several intersections had issues today. Under the transit alternatives Harrison and Main would warrant a traffic signal and changes to lane configurations. Changes included relocation of the sewage treatment access plan. Mr. Unsworth discussed the at-grade options if light rail continued to Park Avenue. One was crossing over McLoughlin Boulevard, and the second was crossing at grade that would cost less and provide a better station area. ODOT raised concerns with grades, sight distances affected by the trestle, signal operations, and rail geometry. If that extension moved forward in the next phase, all of those things would be looked at. He pointed out access on SE 26<sup>th</sup> Avenue and Sparrow that today did not warrant a signal and was probably not a safe intersection if someone wanted to make a left on McLoughlin Boulevard. If light rail were brought down through that area, one solution was to close 26<sup>th</sup> Avenue, and the second was right-in and right-out only. At Park Avenue a 1,000 space park-and-ride was being considered. One early mitigation idea was that Oatfield Road and Park Avenue be signalized to alleviate some of the problem that already existed today. A number of lane configurations would be made, and there would be an acceptable level of service in 2030.

**Mr. Unsworth** discussed the historic resources which were properties that were older than 50 years and had some specific value to the community. Of the 81 properties examined 4 were deemed to be to be potentially adverse impact through a conversation with the State Historic Preservation Office in Salem. Royal Foods, ODOT, Derwey House, and the railway trestle. The Main Street option got into the front yard of the old ODOT rail facility. Because it was a historic building the whole site was considered historic; therefore the building was potentially adversely impacted. The Derwey House, a Dutch Colonial on Washington Street, was also deemed to be a historic site. The yard was touched but not the building. There was a proximity to the Union Pacific trestle and created what was considered a visual impact. He pointed out Robert Kronberg Park where there were 2 options. One was to go at the same level as the rail line heading south. With a grade separated option TriMet believed it would fit wholly within the UP right-of-way based on general land use maps generate by ARLIS. However, there may be a small sliver of property that would be taken. There may be a temporary construction easement to go south which would be mitigated. With the at-grade option McLoughlin Boulevard was crossed at an angle, and about 4,000 square feet of property would be taken from a 3.5-acre property. With that consideration there would be an impact on Robert Kronberg Park. In order to avoid that, the line could stop further north or the crossing could be above grade.

TriMet looked at 17 parklands in Clackamas County, and Milwaukie had Robert Kronberg Park and the Trolley Trail as well as a visual impact to Dogwood Park. Depending on the type of crossing .05 or .10 of the 3.5-acre Robert Kronberg Park would be impacted, and there could be a temporary easement for bridge construction. TriMet had been meeting with the North Clackamas Parks and Recreation District (NCPRD). The line would be parallel to the trail and would take about .08 of an acre. Dogwood Park would have a secondary visual impact. The Trolley Trail was 16-feet, and light rail would take up 34-feet of light rail. The roadway was 74-feet. TriMet has gone through the alternatives analysis.

**Mr. Unsworth** discussed land use and economics. With the dollars being spent in the region on this project there would be 11,000 to 13,000 family wage jobs for 1 year or about \$530 million in personal earned income. With a light rail line the project would end up acquiring some right-of-way with as few displacements as possible. The federal partners would have the project err on the side of disclosure. Several properties could be fully impacted and some would lose a sliver. Impacted sites were ODOT, Goodwill owned by Howard Dietrich, the Irv Leopold site, Harder Mechanical, a residence behind Milwaukie Lumber, an office building, the Cash Spot, the guitar shop, property on McLoughlin Boulevard, restaurants, and a series of businesses that would be the site of the 1,000-space park-and-ride. TriMet had a specific process for negotiating through displacement, and there were federal requirements.

**Mayor Bernard** asked if there was some coordination going on in the event the Kellogg Treatment Plant was decommissioned.

**Mr. Asher** replied there was no coordination going on with Clackamas County or WES preparing infrastructure for the reuse of that site.

**Councilor Stone** appreciated the handouts from the February 19 meeting. She asked if Mr. Unsworth would clarify his comments about decreasing the amount of time people were actually stuck in traffic and there would be an appreciable benefit of 300 to 460 hours. Did that mean in a year or when?

**Mr. Unsworth** replied those were the 2 afternoon peak hours in 2030.

**Councilor Stone** thought at the February 19 meeting and last week at the light rail meeting at Rose Villa she understood Ms. Wiegart to say there would be no appreciable decrease in congestion on McLoughlin Boulevard because light rail was here.

**Mr. Unsworth** agreed that Ms. Wiegart said that. He would rephrase it by saying light rail was not going to solve congestion. It cannot be solved, but an alternative could be provided that was fast, reliable, and did not get people stuck in traffic. As one got closer to capacity any incident had the ability to cause hours of delay. There was more demand on major thoroughways, and there was a need to get people off neighborhood streets and back onto the main streets. Light rail provided a real option to get places. It did not solve congestion but it did decrease congestion and 300 to 400 hours one was not stuck in traffic.

**Councilor Stone** asked how that was a daily figure when there were 24-hours in a day.

**Mr. Unsworth** replied most of the congestion occurred during peak hours. People were most often stuck in traffic during the a.m. or p.m. peak hours.

**Councilor Stone** understood collectively all the people in traffic were saving that many hours in the corridor. She wanted to see a model of what it really meant to have the light rail train going through this town, this neighborhood. She thought it seemed very disproportionate to our town. This was to downtown Portland with major high-rise buildings. She was very concerned about the size not to mention the noise and everything else associated with it.

**Mr. Unsworth** believed there would be some visual simulations for the next meeting. The first step was to look at enhanced photos.

**Mr. Asher** added noise and vibration would be addressed in the Study. Ms. Mangle will be here in 2 weeks to talk about how to get through an EIS and what to look for. It was prepared according to certain sets of standards and was not that user friendly, so staff was preparing a tutorial and a discussion of the adoption process.

**Councilor Chaimov** said last week 2 Councilors attended the Oak Grove station planning meeting. He asked if there was a procedural issue if 3 went to the meeting tomorrow night.

**Mr. Monahan** replied there might be the perception of the City Council making a decision when there was a quorum at any gathering or public setting where they were all receiving the same information. He suggested Council members attend at different times. If they were there at one time then Mr. Monahan suggested spreading throughout the room rather than congregating.

**Mr. Unsworth** added there would be a briefing document covering the salient points.

**Steve Banta**, TriMet Executive Director of Operations, discussed safety and security. In December he talked about ownership of the service TriMet provided and managing the service versus the system. Hopefully today when one rode the system one saw more of a presence whether it was maintenance, supervisors engaging with customers, and the initiative to increase Wackenhut deployment. TriMet was also contracting with a rider advocacy group, Victory Outreach, who rode MAX and was involved with youth intervention of gang activity. They were working to transition youth on the bubble to get them on the right side of where they ought to be. They engaged and discussed things with security forces and police departments, but they were an advocacy and managed independently of the safety and security contract. On March 12, TriMet opened the Westside precinct that was staffed with 1 sergeant and 1 officer from Hillsboro, 2 officers from Beaverton, and 1 officer from Washington County. That was the initial staffing for a 1-year pilot project. The work hours were varied, and the mission was to be on the system interacting with customers from a community policing standpoint. TriMet believed this would be a positive impact on the Westside. There was also an agreement to develop an eastside precinct that would initially be housed in the Gresham Police Department. The target start date was April 1, and there were a number of intergovernmental agreements that needed to be finalized. A lot of the work effort had already been discussed. It would initially start with a delegation of 6 officers. Two officers would be added on May 15 and 2 more on July 1 for a total of 10 on the eastside. The difference in numbers had to do with the amount of territory from Gateway to the end of line in Gresham. The Westside precinct was responsible for the area from the tunnel to the end of line in Hillsboro. TriMet was currently in discussions with other transit properties throughout the industry in developing a code of conduct as Chief Kanzler recommended holding customers accountable. It was framed in the term 'respect the ride' where people followed the rules in order to have safe and comfortable rides for all passengers.

**Mr. Banta** framed his use of the word 'ownership.' The rail and road supervisors one saw wearing the white shirts were separate from the transit police and security force. In February the TriMet General Manager authorized them to enforce code and fares. One of the many recommendations from Chief Kanzler was to assist with fair inspection, and that was being done. Prior to February there were about 30 hours of straight time work as it related to mission by supervisors to engage with the public. They were running numbers like 300 to 400 hours of overtime to accomplish that. That has now transitioned into normal work life for supervisors, and those numbers were actually reversed to 400 hours of straight time just in the normal duties of the supervisors engaging with the riders and customers and providing support to the operators to deal with some of the behaviors. The other responsibility for the success of fare enforcement was to increase the reliability of the ticket vending machines. TriMet worked diligently with the original equipment manufacturer to upgrade to today's configuration. They realized there were a number of printer failures that affected how a ticket was distributed, so every machine was being taken to the highest level of upgrade for the technology of that machine and adding additional printers would increase

reliability for the dispensing of tickets. They were changing from a mechanical printer to a thermal printer and paper which he had been told was more reliable and required less maintenance. They were still on target to have at least one machine at every platform fully functional at all times. There were a number of processes in place that automatically alerted the control center through the alarming system at the ticket vending machines when they were out. Then there would be an opportunity to dispatch the work repair effort to the required maintenance department for a quicker response. They also had the ability to check with the control center to find out if machines were not functioning. From that standpoint great strides had been made in being more responsive and reliable and give customers the opportunity to do the right thing by buying a ticket. There was an overall recognition of the importance of increased police presence on the east and west sides and hopefully in the future a Southside precinct in the Milwaukie area. He recognized Shelly Lomax and Vince Jarmar. He believed there had been some limited discussions on developing an agreement or understanding about partnering with Milwaukie and its stakeholders and how to move forward. The end date of operation in Milwaukie was far off, and it would be very early for him to predict operating conditions. He did not believe TriMet, Milwaukie, the Eastside, or Westside could independently resolve the issues, but he felt working together was the right approach to providing light rail to the citizens of Milwaukie.

**Councilor Stone** attested to the fact that the fare inspectors were doing their jobs. She did ride light rail to the auto show from her work. It would be interesting to see how it developed if light rail came to Milwaukie and how the Milwaukie police force was impacted.

**Mr. Banta** said many of the things TriMet and the jurisdictions are moving on were a result of conversations with Chief Kanzler. TriMet was listening.

**Councilor Stone** liked Chief Kanzler's notion of code of conduct and that it was posted and enforced. That would be a big step in making it safer.

**Chief Kanzler** said several months ago he provided a copy of a memo he prepared for TriMet General Manager Fred Hansen regarding his concerns. He was impressed with what TriMet had done to address issues and the positive steps it had taken. This work was a marathon and would not be done in a week. When he first came to Milwaukie he had a 5-year strategic plan for the department, and with the City Council's help and vision they were able to turn law enforcement around. There was a 28% reduction in the crime rate in 1 year. That came through a series of steps, and that was exactly what TriMet had demonstrated in the past couple of months by making the commitment to provide the resources to fix the problem. They had talked about a Southside precinct not only for Milwaukie but also the I-205 line.

**Mr. Swanson** commented 2 months ago Chief Kanzler produced his recommendation for the Safety Security Summit, and it was 100% of the answer. He did not want to lose sight of the work Chief Kanzler did in laying out that plan. There had been a lot of progress, and he acknowledged there was still some way to go. Everything he heard was in Chief Kanzler's 7-page plan and was proud a Milwaukie representative developed it. This was the kind of effort he hoped to see.

**Chief Kanzler** was proud of the partnership.

➤ **Geraldine White, Clackamas County**

**Ms. White** grew up in Milwaukie and attended Clackamas High School. Her mother graduated from Milwaukie High School and retired from the Ledding Library in 1978. Milwaukie was an important part of her life, and her family home was still here. She talked about why she was in favor of light rail. We were not doing something new. We were replacing something we never should have discontinued and that was the trolley

system. The trolley system helped Milwaukie grow into a vibrant city 40 years ago. Right now she felt Milwaukie was dead, and Main Street looked like a ghost town. In the 1960's there was a bakery, a florist, clothing stores, a shoe store where she bought her children's shoes, Olson's, Perry's Pharmacy, Cooper's grocery store and meat market, a hobby shop, McNaughton's TV and repair, and Hamilton's furniture and appliance. All of those places were gone. She felt light rail was very important because it would revitalize Milwaukie. One of the best things right now was the Farmers' Market, but that was only 6 months out of a year. We had all those new buildings with condos and apartments but there were no services for the residents. She did not know who was marketing Milwaukie, but she felt something needed to be done. She saw 2 premium street level blocks were used but not in the service of the community – that was Dark Horse Comics. She believed light rail would help invigorate Milwaukie and bring it back to life. People still needed services, and people would probably take light rail to riverfront concerts. She loved Milwaukie, and it meant a lot to her. She would like to see it come alive again.

## **CONSENT AGENDA**

- A. City Council Work Session Minutes of the January 2, 2008 Work Session; and**
- B. City Council Work Session Minutes of the January 2, 2008 Regular Session**

**It was moved by Councilor Barnes and seconded Councilor Stone by to adopt the consent agenda. Motion passed unanimously. [5:0]**

## **AUDIENCE PARTICIPATION**

- **Ed Parecki, Milwaukie business owner**

**Mr. Parecki** briefly made a couple of points about the South Main Plan he had been hearing about. A couple of things were disturbing him regarding the plan. The first thing was the fact that there was a plan when there was already a Downtown Plan we had been trying to make everyone adhere to. His biggest question was one that Councilor Barnes had been asking for a long time which was where was the money coming from to pay for this consultant who was going to prepare a plan we did not really need. All we had to do was adhere to the existing Downtown Plan and make things happen. He could give a little consulting and would not even charge for it. He had a really quick idea for the South End Plan and that was to just alter the Downtown Plan slightly. That was to go ahead and make that block the anchor grocery store that was in the Downtown Plan and use the space for the parking as part of the structure would be Main Street level. Bring in an anchor like a Trader Joe's or a New Seasons-type market place. That was what was going to attract people to downtown, not a plaza that would not be used because it was too far away from anything to happen. You had something like an anchor or a grocery store people would have to drive through Main Street to get to it. He did not know how much the south consultants would get but why not use that money and apply it to the public area improvements that were part of the Downtown Plan. That was where the money could come from. There was also a plan in the works for a sewer project on Main Street. He was not sure if the City Council was aware of it yet. This summer there were plans to tear up Main Street to install a new sewer project. Councilor Barnes's question again was where this money came from to do a \$300,000 sewer project? Tearing up Main Street for 3 to 6 months. That was a pretty easy answer. It was the system development charges (SDC). The money was already there. Why not use SDCs to go ahead and improve the downtown area so we can attract more business and do the public area requirements much like the City did with the North Main Village project and taking out loans to the tune of \$1 million for public area improvements. That has not helped much with the North Main project. We still had 6

vacancies – commercial vacancies. Now they were for sale, not for rent. If you put the money where your mouth was which was the Downtown Plan which had been ongoing for 8 years he thought the City would have better luck in improving the downtown and bringing it back to what the previous speaker talked about which was its heyday. This town had that potential, and that was why he was here trying to do a little bit of it himself. It was not very easy. It had been hard especially dealing with City politics. It had been very difficult, but he still believed it was doable. He would continue to do his part. There was money if you wanted there to be money. The public area improvements for the downtown would improve the entire downtown area and make the City of Milwaukie more livable. It would attract more businesses and more people. Think about that when you are looking at the overall picture. You did not need a new plan for south Main. The City had a great Plan. Someone spent \$400,000 eight years ago in developing this plan. None of it was being implemented. If it was it was very piecemeal and not very smart. Do it all, do it this year, do it now, find the money. He knew it was there if the City wanted it to be there.

## **PUBLIC HEARING**

### **Motion to Consider Continuation of Amendments to Milwaukie Municipal Code (MMC) Section 19.321.7 and 19.321.3**

**Mr. Swanson** reported this first arose on June 20, 2006 when City Council was asked to consider certain amendments to Milwaukie Municipal Code (MMC) 19.321 which changed community service overlay to community service use and certain housekeeping measures. There were changes to Comprehensive Plan Chapters 4 and 5. There was also a request to amend the Code by adding 19.321.7 and 19.321.3 which established deadlines for the removal of the Kellogg Treatment Plant by December 2015 or establish civil penalties were it to remain in operation. At the time the Council enacted all but the 2 sections dealing with Kellogg Treatment Plant and establishing a deadline. At the time it was decided to continue consideration of those 2 sections as everyone was in the middle of the Citizens Advisory Committee (CAC) process. This matter was continued to the second meeting of each month so that the ordinances could be adopted if there appeared to be a delay or problem with the process. He recommended continuing consideration of adoption.

**It was moved by Mayor Bernard and seconded by Councilor Stone to continue the matter to the April 15, 2008 regular Council meeting. Motion passed unanimously. [5:0]**

## **OTHER BUSINESS**

### **A. Creation of Milwaukie Arts Committee – Ordinance**

**Ms. Ragel** reported Councilor Collette had talked about establishing an arts committee for a number of years, and the City Council agreed. A preliminary meeting was held to determine interest, and 13 enthusiastic parties attended.

**It was moved by Councilor Barnes and seconded by Councilor Loomis for the first and second readings and adoption of the ordinance amending Municipal Code Chapter 2 by adding section 2.17 creating the Milwaukie Arts Committee.**

**Councilor Chaimov** asked Ms. Ragel if she felt those who were not appointed would continue to actively participate in the programs.

**Ms. Ragel** would encourage them to continue to be involved. There was a strong sense that people would want to be involved whether or not appointed to the committee. The terms would be staggered so that all terms did not expire at one time.

**Motion passed unanimously. [5:0]**

The City Manager read the ordinance 2 times by title only.

**The City Recorder polled the Council: Mayor Bernard and Councilors Stone, Loomis, Chaimov, and Barnes voted 'aye.' [5:0]**

**ORDINANCE NO. 1978:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING CHAPTER 2 OF THE MILWAUKIE MUNICIPAL CODE TO ADD SECTION 2.17 CREATING THE MILWAUKIE ARTS COMMITTEE.**

**It was moved by Councilor Barnes and seconded by Councilor Chaimov for the first and second readings and adoption of the ordinance amending Municipal Code Chapter 2.10.010 by adding the Milwaukie Arts Committee.**

The City Manager read the ordinance 2 times by title only.

**The City Recorder polled the Council: Mayor Bernard and Councilors Stone, Loomis, Chaimov, and Barnes voted 'aye.' [5:0]**

**ORDINANCE NO. 1979:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING MUNICIPAL CODE CHAPTER 2.10.010 AND ADDING THE MILWAUKIE ARTS COMMITTEE.**

## **B. Milwaukie Municipal Code 8.24, Shopping Carts**

**Mr. Salyers** provided the staff report. In the City shopping carts were moved from the retailers' properties and left on streets, sidewalks, yards, creek, and other natural habitat. Nine retailers provided shopping carts in Milwaukie, and some ended up in Milwaukie from Portland or unincorporated Clackamas County. The current practice was to notify the owner and hope the carts were picked up. Unfortunately, that met with little success. The legislature adopted SB 645 that allowed local jurisdictions to adopt local ordinances and held owners more accountable for retrieval. Today 2 of the 9 businesses in Milwaukie had retrieval services and were very responsive. He reviewed the code language required by statute. Attendees at the Linwood, Ardenwald, Hector Campbell, and Historic Milwaukie Neighborhood meetings were very supportive

**Councilor Loomis** had a problem when victims of crime were being punished but understood something needed to be done when businesses did not pick up their carts.

**Councilor Stone** was glad to see this finally coming to Milwaukie because it was a problem, and it did not look good for the City. She understood the fine was mandated but felt it should be higher. She asked where could law enforcement be on this in terms of Councilor Loomis's comments? The storeowner rather than the perpetrator was being punished. Could the police department ticket people when seen with shopping carts.

**Mr. Salyers** spoke with an officer who indicated he contacted people when he saw them pushing carts with only 1 bag of groceries. Typically they were not happy but they did do it. That kind of compliance was probably better served in terms of time. A district attorney might see a theft of a shopping cart and dismiss.

**Councilor Stone** was glad to know some businesses were willing to participate and understood it was the grocers' association.

**Mr. Swanson** imagined the fine was set at level similar to the cost of the shopping cart. The best use of police time was to tell people to take the carts back. If they wrote a citation then the officer would have to take it back to the evidence locker, and the case would probably be thrown out anyway.

**Mr. Salyers** could now issue a citation for a \$50 fine plus assessments.

**Mr. Monahan** concurred that statute set lower limits but did not in any way restrict the other court assessed fees.

**It was moved by Councilor Chaimov and seconded by Councilor Stone for the first and second readings and adoption of the ordinance regulating shopping carts by adding Chapter 8.24 to the Milwaukie Municipal Code.**

The City Manager read the ordinance 2 times by title only.

**The City Recorder polled the Council: Mayor Bernard and Councilors Stone, Loomis, Chaimov, and Barnes voted 'aye.' [5:0]**

**ORDINANCE NO. 1980:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, REGULATING SHOPPING CARTS BY ADDING CHAPTER 8.24 "SHOPPING CARTS" TO THE MILWAUKIE MUNICIPAL CODE.**

**C. Council Reports**

**Councilor Loomis** asked if the same rules applied to a majority of Council members attending a sewer annexation meeting as to the station-siting meeting, and Mr. Monahan replied they did. If a decision were made in the future the Council would want to declare information was obtained at a meeting. Councilor Loomis encouraged Councilors to attend. The Planning Commission approved the School District's application for an artificial turf field at Milwaukie High School.

**Councilor Chaimov** and **Councilor Stone** attended the Milwaukie Poetry Series reading and the Oak Grove light rail meeting on station planning.

**Councilor Stone** attended the meetings with Councilor Chaimov as well as the Council retreat.

**Councilor Barnes** will attend the light rail station meeting at 6 p.m. She had provided information on the Wastewater Task Force. Next week was spring break and she would job shadow with community development and operations.

**Mayor Bernard** served Meals on Wheels and attended the Council retreat.

**Mayor Bernard** announced the City Council would meet in executive session pursuant to ORS 192.660(2)(h) for consultation with legal counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed and ORS 192.660(2)(i) performance evaluation of public officers.

**ADJOURNMENT**

**It was moved by Councilor Barnes and seconded by Councilor Stone to adjourn the meeting. Motion passed unanimously**

**Mayor Bernard** adjourned the regular session at 9:08 p.m.

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Pat DuVal, Recorder

## MINUTES

### MILWAUKIE CITY COUNCIL WORK SESSION

April 1, 2008

**Council President Stone** called the work session to order at 5:32 p.m. in the City Hall Conference Room.

Council Present: Council President Stone and Councilors Barnes, Chaimov, and Loomis. Mayor Bernard absent.

Staff Present: City Manager Mike Swanson, Community Development and Public Works Director Kenny Asher, Community Services Director JoAnn Herrigel, and Planning Director Katie Mangle

**Mr. Swanson** introduced the City's new Finance Director **Ignacio Palacios**.

#### **Downtown Light Rail Stations – Workshop Debrief**

**Mr. Asher** briefed the Council on the March 19 light rail station workshop that was attended by approximately 100 people. It was a large public format meeting at which members of the community could learn more about the factors of the station location options that the consultants were studying through the eyes of an urban design team. In Portland they took this information and invited the community to “dream along with them”, about what great things could develop or redevelop if there were stations there. Mr. Asher had urged Metro and the consultant not to get too far ahead since it was not decided where the stations should be. Downtown development in Milwaukie was a highly fractious conversation. He wanted to get 2 things out of the workshop. First was that the community was starting to understand the same things that the consultant team was understanding as they looked at the different station locations. For instance, was the traffic worse if one picked one station versus another? Were the safety issues as perceived worse at certain options? That was really the focus of that meeting and the presentation session was longer and more detailed than normal. The Q & A went on longer than expected and was followed by table work. He reported there was no consensus in Milwaukie. Every person received 5 dots to vote with and based on that there were 93 dots for the Southgate/Industrial station. Washington Street had 41 dots and Bluebird had 40. Lake Road had 19 and Harrison and Monroe had 15 each. There were a lot of comments that had already been heard. There was fear and concern about proximity to schools. A lot of comments about a preference that light rail alignment stop at Southgate. There were a lot of comments about the preference that the light rail alignment stops at Southgate. He wondered how much people's preference for a different alignment or terminus influenced how they voted. They worked hard in preparing for the meeting to isolate the alignment questions. It was difficult to think about it in concert with alignment. There was not an alignment option that stopped at Southgate, but there was one that went through the north industrial district and then down to Lake Road. There was one that went through the north industrial district and then down to park, and there was that went along the Tillamook Branch down to Park. It was pointed out depending on the alignment people might have different preferences for stations. They used it as a ranking of priorities and said if you had an option at all 6 of these, which did you like the

best? Then they would be able to deal with people's preferences for possible stations and work on alignment later. He thought they were fairly successful in doing that, and he thought the feedback was good. People who attended the meeting learned a lot. During the Q & A period people were very concerned about light rail, and they used the meeting to express their disenchantment. That theme dominated the Q&A. They still had the challenge in Milwaukie of wanting to honor those voices and at the same time try to get some work done. The work they had that night was not a referendum on the project. He expected a larger turnout, but it was a good turnout. Metro and City staff did well. This would be useful information going forward. Mr. Asher asked City Council what they thought about the meeting and station locations.

**Councilor Barnes** heard people express concern about the negative tenor of the meeting, and some people did not feel comfortable speaking. She saw people there who had been very vocal, and she had hoped for a bigger cross section of opinion. She wanted a bigger cross section to have a voice than those that there. This was a very small representation and did not tell her about the 20,000 people in the City. She asked if it was possible to get a brief synopsis from the Internet to get more feedback. This was not enough for her, and she wanted more feedback.

**Mr. Asher** said there would be several chances for people to let the City Council know what they thought. He was comfortable that by mid-July when the City Council voted on a recommendation people would have had a lot of chances to come personally before the City Council, Steering Committee, or Metro Council to get their comments in. They posted a light rail information page link where questions were compiled along with the responses for a standing record of the most common questions. It was difficult to cast the net and capture as many fish as desired. The publicity for this meeting was very extensive. They used a lot of different media to get to people.

**Councilor Barnes** understood that, but the majority of people that she talked to the ones who went home from work and had dinner with their families, so it was hard for them to get to a meeting. It seemed easier to go to them if at all possible rather than to ask them to come to us sometimes.

**Ms. Herrigel** said the meeting was advertised in *The Pilot*, on the website, postcards to Island Station residents and ads in the Review. Metro also sent postcards to interested persons. It was referenced in the Friday memo and through community service's NDA email list. Mr. Campbell sent out notices to the North Industrial Businesses.

**Councilor Stone** thought there were more people at the Rose Villa meeting in Oak Grove than at the High School.

**Mr. Asher** said he would talk to Mr. Wheeler to find out if there were other ways to reach people. He said we had to be careful with something like Survey Monkey because they do tend to take on an oversized importance. This was a chronic challenge. In his first year, Mr. Hales went to the people and ended up interviewing 150 – 200 people. Even in the most proactive sense you run out of people. They would keep trying because it was important to hear from as many people as possible.

**Councilor Chaimov** said his sense of the meetings was that they were very interesting, informative, and well run. He was glad they had it, but he was not sure that we were far enough along in the process to have the information that they got about stations to be as valuable as it could be. The people in Island

Station were in favor of light rail and in favor of a Bluebird station, but when they saw the over-cross design they wanted it to stop at Lake Road. The alignment made a great deal of impact on where people would choose to have a station. His sense from talking with people was that even though there was a good job done identifying opportunities and challenges people actually wanted to sit down and design stations for a particular location rather than the standard TriMet design. People wanted the opportunity to have a station designed as they preferred to see it as opposed to the standard model. That may influence people's preferences.

**Mr. Asher** said station design had to happen. It was likely to happen after and not before locations were determined. Maybe there was a way to put together something that was less grand for an informal meeting to share ideas, landscape features, safety features that would be important enough to form an opinion. He was not sure the standard TriMet design was right for downtown, but we needed to decide where it would be and how many. The simulation of the over-crossing was a very dramatic image that people got to see for the first time. He thought that was really helpful and there were other simulations that were useful.

**Councilor Stone** talked with Mr. Unsworth and looked at the slides. She was concerned about the scale of the stations and polls and enormity for this small area. There was also the noise and disruption factor. We needed to be cognizant of that. She was looking for a virtual reality image of what it felt like and the train itself, but she had not gotten that yet. She thought it was helpful for people to know what was being proposed.

**Mr. Asher** asked if the 2-dimensional work was useful at all or did it have to be 3-D almost at full scale?

**Councilor Stone** replied that was what she had in mind.

**Councilor Loomis** said thought the Milwaukie High School meeting was too long. The Q&A was very important, but it was too long and should have been at the end. It was too long for new people coming to a meeting, and when it came down to the assignment people were gone and might not come back. He thought it was important for those people at the Q&A to be able to voice their opinions because it was important for them to keep listening. It was important to get information from all of the people. The decision, if it did come the City Council, needed as much information as possible to make the right decision. They need to work really hard to put the thought of I don't want it here, but if it does come how do we want it? That was the information they needed as a Council. It was a long evening for him too because he had heard it all before, and he kept listening. People were passionate about it, and they would provide useful information. Everyone needed to participate, and it had to be more welcoming.

**Mr. Asher** said his heart sank when he saw someone get up and leave. He defended Metro. They tried to convince him that it was going to go too long. He was the one that kept saying the presentation was what the people wanted and needed to know the details and get through the generalities. A criticism that he heard after the Oak Grove meeting was there was not enough information. He wanted to ensure a robust presentation. He agreed that it was tough and the Q&A was too long. It was always hard for staff to figure out how to run the right meeting, and it was difficult to know how many people were going to attend. The people who stuck it out did get to the meat of the issue, and there would be useful information in the Metro report.

**Councilor Stone** said wanted to comment on the whole issue in general. The meetings were pretty well attended. There were comments both for and against light rail coming at all. She would really like to see everyone stay open and listen. We could not discount the vocal minority and she would like to have that stop. There were people still out there who strongly felt it should not come into the downtown neighborhood at all. We need to remember and honor that. We need to keep all the options on the table and keep the dialogue open. The information from Metro said one thing and the information from the opposition said another. Maybe they needed to have a dialogue and clean that all up to find the truth and it may lie in the middle. She still believed it needed to go to a vote of the people.

**Mr. Asher** said he did not think there was a room large enough or a person patient enough to take on all of the issues in a public way all at once and debate them all the way through to where anyone would be satisfied with the resolution. It was too complex. He did think that the questions that Council or anyone in the City had and wanted answers for the staff agreed they could as a City chase down the best answer. It was his hope that the web space could be a place where anyone could send any questions. Some of the questions asked were hard to answer, but they were trying and would continue to try. He hoped that everyone would be assertive with staff in asking those questions and they would do their best to put answers up. Hopefully the answers themselves would generate more of a dialogue so it was a way of trying to simulate the public discourse in a way they could manage. They had 15 – 20 questions that had been responded to and he hoped for more. He wanted to digest the information from the workshop and share it with the rest of the staff. He would like to get to a recommendation for the City Council to move on at its second meeting in May on station locations before tackling the larger question of LPA. In that process he would like to check in with the Planning Commission to let them know that it was a downtown development issue and it was a big one. Where they put the station downtown was as significant a downtown development decision as this community has had to make. They were interested in hearing any thoughts that the planning commission might have to share. They could check in with any other group Council felt that they should. When this comes back to Council hopefully the questions had been vetted enough with enough people and he thought that Council would be comfortable making a decision.

**Councilor Chaimov** said based on what he knew today he would expect to be uncomfortable deciding station location without knowing the alignment. He would like to see that done in the context of the different alternatives.

**Mr. Asher** said station locations could be used in a way to help make up some minds and gain some personal opinion regarding alignment locations. He supported Councilor Chaimov's suggestion and felt it was worth shooting for.

### **Understanding the SDEIS and It's Adoption Process**

**Ms. Mangle** had worked on planning and environmental studies including environmental impact statements. It would be available to the public in many forms. It was a federal requirement based on 1969 National Environmental Policy Act. It not only required that any federal agencies that do projects that spend federal money on transportation have to do these types of statement to disclose and account for any impacts to an environment such as wetlands. It not only required the document to be done, but it included the specific format it needed to be presented in and topics that needed to be covered. It was very standardized and written to provide a lot of information. It always needed to

include purpose and need, a proposed project the agency had in mind, and any alternatives including no-build. This project had a long history of alternatives and were required to declare impacts of the alternatives. The agency was required to think of mitigation measures for impacts. Those could be anything from a new design or what were called best management practices, which came up a lot especially in the natural sciences. At this level it should be thought of as a brainstorm list. We did not necessarily need to buy off on the mitigation measures at this time. It was just identifying potential impacts and ways to minimize those impacts. At this level they were not committing to all of them. It did help to get a sense of if the impacts could be mitigated and what those impacts were. The NEPA law also addressed process. There was a lot about process. She had worked on a number of these in Oregon and other states. Metro did an excellent job of using the NEPA process creatively with public disclosure and public involvement. NEPA did not include a lot of creative involvement but did contain a lot of deadlines. A lot of it was about process and how people could comment on the document.

Each chapter was a summary of all the experts' evaluations. Metro had hired a lot of experts in the different fields, and they developed a methodology, analysis and summarized the findings. The document might not answer all questions. She wanted to make the point that if Council and the public were looking for something but not finding it staff could help find those and they might be included in technical appendices. On page 3 of the staff report she took a shot at some of the questions she thought City Council would be interested in. What was the project and what alternatives had been considered? If looking for neighborhood impacts there was a section on community impact assessment that tied together social, traffic, and other elements. There was also a safety and security section to address some of those concerns. Fundamentally what Metro, Council and the public would need to understand was how these alternatives compared. Chapter 5 was the evaluation of alternatives that tried to compare the build and no-build alternatives.

**Ms. Withrow** walked through the process and discussed public involvement. Metro expected to publish the document in May, which triggered the 45-day public comment period. During that time people could send comments by mail, e-mail, or phone hotline. During the same time about 5 other things happen. There would be at least 3 open houses to summarize the document even further. Typically, they tried to have something in a paper form that compared the alternatives similar to Chapter 5 as well as being posted on their website. During that time there would be a public hearing before the project Steering Committee, which would probably happen toward the end of the public comment period. The Citizen Advisory Committee (CAC) would make its recommendation on bridge, station location and alignment. That recommendation would get forwarded to the Steering Committee along with technical findings that were produced by the Project Management Group (PMG). By the end of public comment period they would have the CAC recommendation, public comments and the technical findings and that was the basis for the Steering Committee recommendation. They would take all of that into consideration and make a recommendation at a meeting near the end of June. That recommendation went back to cities, counties and other agencies including TPAC and JPACT. All of those people would take action on the Steering Committee recommendation to approve or comment on. The Metro Council would have the final vote.

**Ms. Mangle** said this was the draft SDEIS and after the locally preferred alternative (LPA) recommendation the Federal Transit Authority (FTA) would sign

the record of decision (ROD) stating what the project was. Then the TriMet part of the team would start preliminary engineering based on what they learned in the SDEIS process, and the Metro team would start developing the final EIS. That would be published summer 2009.

**Ms. Withrow** said there were options for funding outlined in the SDEIS. She discussed the publication, which would be in hard copy, CD, and on Metro's website. People were encouraged to use the CD if possible. There would be a media release and an email notification. Around that same time or a little before they would send a postcard to all interested parties including those within 1500 feet of all sides of the alignment with all of the dates. The next step after that would be a newsletter for the purpose of taking a shot at doing a short, friendly summary to encourage feedback.

**Councilor Stone** asked if they typically had a good response from people in general.

**Ms. Withrow** replied Metro gets a very good response, and she noted the number of comments on the Regional Transportation Plan (RTP). They were going to try out a new software program. The main purpose in that was during the FEIS there was a requirement to respond to all substantive comments. They not only had to track them, but respond to all of them in the next phase of the process. Near the publication date they would place ads in local papers. They typically placed ads covering all of the area. Sometimes they would do briefings with reports or with editorial boards at their request or because they were hearing a lot of interest from them and it was a good way to get them all in the same room at the same time to talk with them. In addition, to the document on the website, the visual simulations were part of the document. They would be nicely laid out and it would be nice to look at, but they would also post it as part of the slideshow. There would also be a link to the calendar so people would know how to participate.

**Ms. Withrow** reviewed the open house format. They had found that a lot of people come with questions or specific things that they wanted to know about, and the open house format really allowed the best opportunity for one-on-one interaction between staff and the people with the questions. They typically had a lot of people attend. She anticipated they would have several hundred people at a south end open house. They would probably do one towards the north end to make it more convenient to attend and one in the middle.

**Councilor Chaimov** asked when it came time to publish the draft Statement if they could provide a faux calendar of what groups of people were making what decisions.

**Ms. Withrow** said she would be able to show time and order of decision. It would make it much easier to see all the people who were involved and all of the different opportunities for participation. They had been doing project briefings for many groups over the last couple of months and going to each Milwaukie neighborhood association and various groups in Clackamas County as well as Portland. The main purpose in doing that was to walk through the process and show people how they could participate.

**Councilor Stone** said the dates kept changing and she thought it was supposed to be published in April.

**Ms. Withrow** explained the document belonged to the FTA, so Metro could not publish it until it was approved. Right now they were sending drafts and the FTA

was returning comments, and that process had taken longer than they had wanted.

**Councilor Stone** understood the time could change again.

**Mr. Asher** wanted to underscore an important process point and that was how the SDEIS process turned into an LPA decision. That was implied in the presentation. The SDEIS came out, and it was an impact study. It is the ground for a discussion of impacts, but it was really about an alignment. It was the ground for a broad and public discussion of what the LPA should be. There was a morphing thing that would happen shortly after publication and we would start to hear LPA because the recommendations and findings were about the LPA, which was the choice of an alignment with stations. A lot of comments coming in were about an LPA. It was a heads up to prepare everyone for the LPA discussion and recommendations with alternatives being pushed to the side as a consensus alternative began to emerge. The Milwaukie City Council could vote any combination of things. He wanted to be really clear about that because it would feel like it was starting to speed up and getting closer to a decision.

**Ms. Withrow** added it was a very active process even though it took a couple of months. There were a lot of milestones that would happen over that period of time. She noted that the chapter where the alternatives were considered included build versus no-build. It would give an analysis across all of the options.

**Mr. Asher** said Council would get another chance to talk to staff and ask questions about what was coming into focus for a regional LPA consensus.

#### **Oregon Ethics Commission – Statement of Economic Interest**

**Mr. Monahan** said he was there to quell the hysteria. He had carefully looked at the 2 filing documents and compared them to the statute, and they were totally in compliance with the statute. They are what the legislature created last year. There were now 2 filings that Council would have to do. Council must do a quarterly filing, 4 times per year, as well as an annual filing. When looking at the 2008 SEI note it was a little different because reporting in the annual report was for what occurred in 2007 when there were different standards.

**Councilor Barnes** said she was a member of her union and they were sending her to the national convention.

**Mr. Monahan** asked if she was going there to represent the City?

**Councilor Barnes** she said if she had time she was going to meet with Earl Blumenauer. She had made contact with his office and the office said they would set up an appointment.

**Mr. Monahan** said that was not the purpose of the trip, and that you would be using personal time to do that. He did not think it would fall under that because it was not provided for any purpose. They did not have any legislative interest in what the City of Milwaukie was doing. He made the recommendation that if there was a concern about something to go ahead and list it. It should not be an issue, but if someone challenged it later there would be coverage.

**Councilor Stone** asked about reporting periods.

**Mr. Monahan** said there were 4 different filing periods in addition to the annual filing. The forms would come directly from the Ethics Commission. They hoped to send them out today and Council should be receiving them very soon.

**Council President Stone** adjourned the work session at 6:50 p.m.

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Pat DuVal, City Recorder

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, REAPPOINTING TERESA BRESAW TO THE MILWAUKIE PLANNING COMMISSION.**

**WHEREAS**, a vacancy exists on the Milwaukie Planning Commission; and

**WHEREAS**, Milwaukie Municipal Code Section 2.16.020(A) provides for appointment of members of the Milwaukie Planning Commission “by the council;” and

**WHEREAS**, Teresa Bresaw possesses the necessary qualifications to serve on the Milwaukie Planning Commission.

**Now, therefore, the City of Milwaukie, Oregon resolves as follows:**

SECTION 1: That Teresa Bresaw is reappointed to the Milwaukie Planning Commission.

SECTION 2: That her term of appointment shall commence on May 6, 2008 and shall expire on March 31, 2012.

SECTION 3: This resolution takes effect immediately upon passage.

Introduced and adopted by the City Council on May 20, 2008.

\_\_\_\_\_  
James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, REAPPOINTING SCOTT CHURCHILL TO THE MILWAUKIE PLANNING COMMISSION.**

**WHEREAS**, a vacancy exists on the Milwaukie Planning Commission; and

**WHEREAS**, Milwaukie Municipal Code Section 2.16.020(A) provides for appointment of members of the Milwaukie Planning Commission “by the council;” and

**WHEREAS**, Scott Churchill possesses the necessary qualifications to serve on the Milwaukie Planning Commission.

**Now, therefore, the City of Milwaukie, Oregon resolves as follows:**

SECTION 1: That Scott Churchill is reappointed to the Milwaukie Planning Commission.

SECTION 2: That his term of appointment shall commence on May 6, 2008 and shall expire on March 31, 2012.

SECTION 3: This resolution takes effect immediately upon passage.

Introduced and adopted by the City Council on May 20, 2008.

\_\_\_\_\_  
James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,  
REAPPOINTING MOLLY JO HANTHORN TO THE MILWAUKIE  
CENTER/COMMUNITY ADVISORY BOARD**

**WHEREAS**, a vacancy exists on the Milwaukie Center/Community Advisory Board; and

**WHEREAS**, Milwaukie Municipal Code Section 2.20.020(A) provides for the appointment of the 9 City of Milwaukie residents of the Center/Community Advisory Board "by the council;" and

**WHEREAS**, Molly Jo Hanthorn possesses the necessary qualifications to serve on the Milwaukie Center/Community Advisory Board.

**Now, therefore, the City of Milwaukie, Oregon resolves as follows:**

SECTION 1: That Molly Jo Hanthorn is reappointed to the Milwaukie Center/Community Advisory Board.

SECTION 2: That her term of appointment shall commence on May 6, 2008 and shall expire on March 31, 2011.

SECTION 3: This resolution takes effect immediately upon passage.

Introduced and adopted by the City Council on May 20, 2008.

\_\_\_\_\_  
James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,  
REAPPOINTING BEN HORNER-JOHNSON TO THE MILWAUKIE  
CENTER/COMMUNITY ADVISORY BOARD**

**WHEREAS**, a vacancy exists on the Milwaukie Center/Community Advisory Board; and

**WHEREAS**, Milwaukie Municipal Code Section 2.20.020(A) provides for the appointment of the 9 City of Milwaukie residents of the Center/Community Advisory Board "by the council;" and

**WHEREAS**, Ben Horner-Johnson possesses the necessary qualifications to serve on the Milwaukie Center/Community Advisory Board.

**Now, therefore, the City of Milwaukie, Oregon resolves as follows:**

SECTION 1: That Ben Horner-Johnson is reappointed to the Milwaukie Center/Community Advisory Board.

SECTION 2: That his term of appointment shall commence on May 6, 2008 and shall expire on March 31, 2011.

SECTION 3: This resolution takes effect immediately upon passage.

Introduced and adopted by the City Council on May 20, 2008.

\_\_\_\_\_  
James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney



**To:** Mayor and City Council

**Through:** Mike Swanson, City Manager  
Kenneth Asher, Community Development and Public Works Director  
Gary Parkin, Director of Engineering

**From:** Brenda Schleining, Associate Engineer

**Subject:** Oak Street Paving – Street Surface Maintenance Program (SSMP)

**Date:** April 29, 2008 for the May 20, 2008 Regular Session

### **Action Requested**

Authorize the City Manager to execute a contract for paving Oak Street from Hwy 224 to Monroe with Lakeside Industries, in the amount of \$67,200 (this amount includes a 10% project contingency - Bid opening: May 13, 2008).

### **History of Prior Actions and Discussions**

**January 2007:** The Street Surface Maintenance Program (SSMP) was developed during 2006 with extensive public outreach and input. The SSMP was formally adopted by ordinance # 1966 on January 2, 2007 and took effect on July 1, 2007.

**December 2007:** The first annual report on the SSMP, December 18, 2007, indicated that paving costs are expected to be higher than estimated for the Oak and Washington Street paving jobs due to traffic control near two major highways – Hwy 99E and Hwy 224. Funding for the overlays would be available as the proposed sealing projects were postponed.

### **Background**

The SSMP identifies Oak Street (from Hwy 224 to Monroe) as one of the streets for a pavement overlay during the initial year of the program – fiscal year 07/08. This will be the final street paved during the 2007/2008 fiscal year following 37<sup>th</sup> Ave (from Lake to

Wister), 42<sup>nd</sup> Ave (from Johnson Creek Blvd to Harvey), and Washington St (from 99E to Hwy 224).

This project went through a competitive bidding process per Chapter 30 of the City's Public Contracting Rules. The following table is a summary of all bid amounts and the engineer's estimate:

	<b>Contractor</b>	<b>Bid Amount</b>
1.	Lakeside Industries	\$61,064.40
2.	Brix Paving	\$62,126.52
3.	Eagle-Elsner	\$66,325.00
4.	K.F. Jacobson & Co.	\$70,276.80
5.	Morse Bros., Inc. dba Knife River	\$72,939.00
***	Engineers Estimate	\$90,000

Under separate contract, the City is installing curb and sidewalk on the west side of Oak, near the train tracks, under the Community Development Block Grant program. The curb and sidewalk will be constructed mid May to mid June 2008, and the paving will start after the curb work is complete. The curb must be installed first to avoid cutting into the new asphalt.

The contract can be awarded now and the notice to proceed will be given upon completion of the curb work. The contractor will be given 60 days to complete the paving after notice to proceed.

The project duration will be about 6 days, and the starting date is estimated to be June 12<sup>th</sup>, depending on the weather and the contractor's schedule. The utilities will be adjusted and the contractor will grind away 2-inches of asphalt along the curb line and some failed areas near the train tracks.

Residents and businesses along the project will be notified with door hangers. There will be some unavoidable traffic delays and street closures during construction. Staff will coordinate with the affected businesses, schools, utilities, garbage company, Tri-Met, and post office. The private utilities were also notified of the new 5-year moratorium of street cuts on Oak Street, after the paving occurs.

### **Concurrence**

Engineering staff coordinated with Operations on the scope, limits, and technical requirements for this project.

The Milwaukie Public Works Standards (adopted May 15, 2007) will be followed to ensure paving mix, quality, placing, and compaction.

The private utility companies are aware of the projects and have indicated they have no conflicts. The five-year utility street cut moratorium will be in affect upon paving of these sections of Oak Street (per the SSMP).

### **Fiscal Impact**

This project is a part of the 2007-08 CIP. The approved SSMP budget includes \$85,000 for paving Oak Street. The recommended bid for \$61,064.40+ 10% is within the total \$802,228 approved budgeted amount for SSMP projects this budget year.

The revenue collected to date for the SSMP program has exceeded expectations. Expected revenue to date is \$668,523 and the actual amount collected is \$728,670. The yearly expectation is \$802,228, which should be met or exceeded.

### **Work Load Impacts**

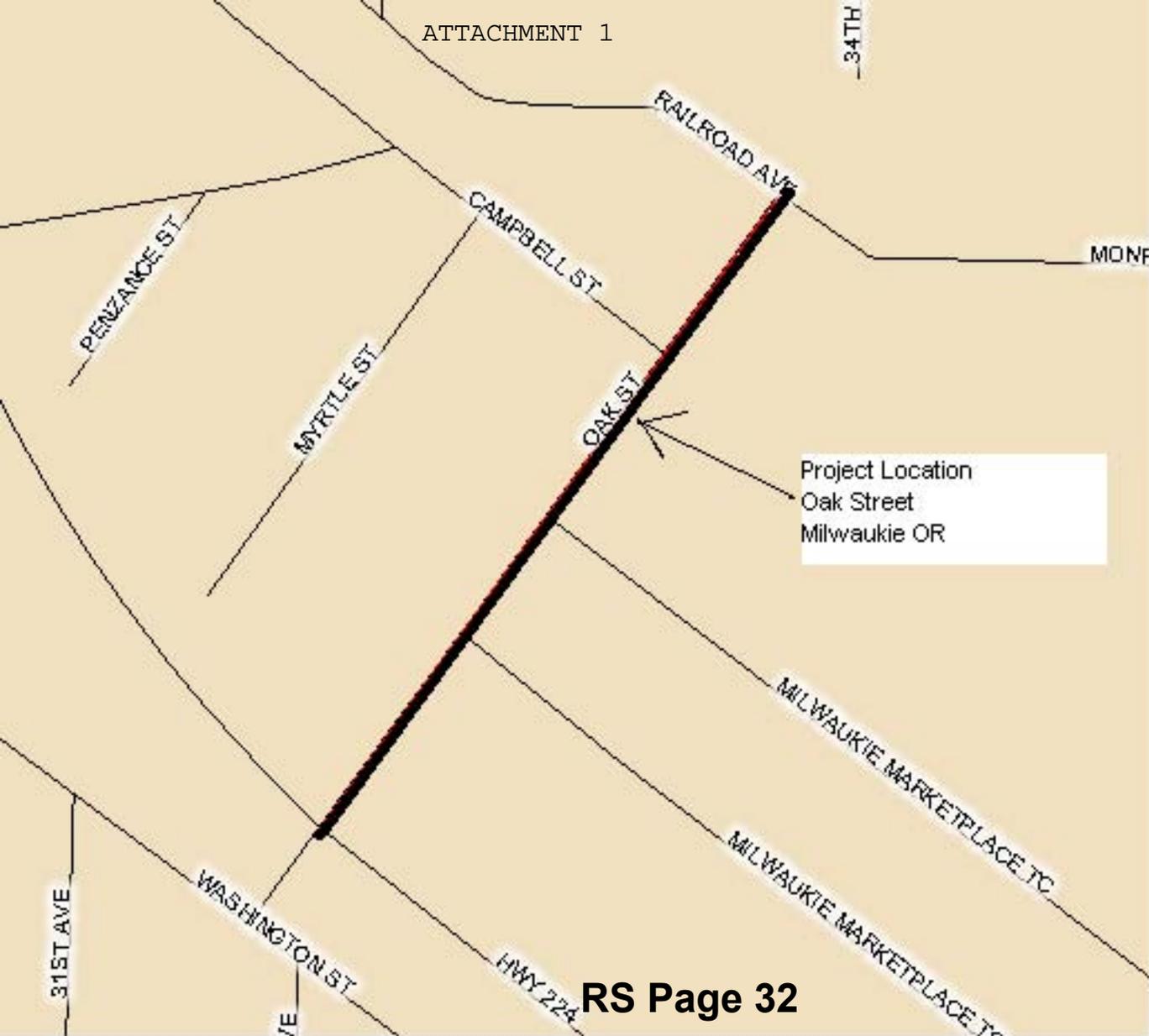
This project, representative of all SSMP work, is responsible for a sizable portion of the workload for the engineering department.

### **Alternatives**

Reject all bids.

### **Attachments**

1. Project Vicinity Map
2. Resolution- contract



Project Location  
Oak Street  
Milwaukie OR

ATTACHMENT 2

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE AWARD OF CONTRACT FOR THE OAK STREET PAVING (Hwy 224 to Monroe St).**

**WHEREAS**, the Street Surface Maintenance Program was adopted January 2, 2007; and

**WHEREAS**, Oak Street was selected for treatment after analysis of the street system; and

**WHEREAS**, the project was approved for funding in the 2007/2008 budget; and

**WHEREAS**, a formal competitive bidding process following Chapter 30 of the City's Public Contracting Rules was conducted, and

**WHEREAS**, Lakeside Industries is the lowest responsive bidder;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Milwaukie authorizes the City Manager to sign a contract for the paving of Oak Street. With Lakeside Industries in the amount of \$67,200.

Introduced and adopted by the City Council on \_\_\_\_\_ .

This resolution is effective on \_\_\_\_\_ .

\_\_\_\_\_  
James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney



**To:** Mayor Bernard and Milwaukie City Council  
**Through:** Mike Swanson, City Manager  
**From:** James M. Colt, Acting Chief of Police  
**Date:** May 5, 2008  
**Subject:** **O.L.C.C. Application – Barb’s Catering – 9002 SE 32<sup>nd</sup> Avenue**

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**Action Requested:**

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from Barb’s Catering – 9002 S.E. 32<sup>nd</sup> Avenue.

**Background:**

We have conducted a background investigation and find no reason to deny the request for liquor license.



**To:** Mayor Bernard and Milwaukie City Council  
**Through:** Mike Swanson, City Manager  
**From:** James M. Colt, Acting Chief of Police  
**Date:** May 5, 2008  
**Subject:** O.L.C.C. Application – Spring Creek Coffee House – 10600 SE Main Street

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**Action Requested:**

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from Spring Creek Coffee House – 10600 S.E. Main Street.

**Background:**

We have conducted a background investigation and find no reason to deny the request for liquor license.

6.  
OTHER BUSINESS



6.A.

**To: Mayor and City Council**

**Through: Mike Swanson, City Manager  
Kenneth Asher, Community Development/Public Works Director**

**From: Paul Shirey, Public Works Operations Director**

**Subject: Agreement between City and Clackamas River Water to Purchase Surplus Water**

**Date: May 5, 2008 for May 20 City Council Meeting**

### **Action Requested**

Authorize the City Manager to execute a Modified and Restated agreement between the City of Milwaukie and Clackamas River Water (CRW) to purchase surplus water that will result in a savings to the City of Milwaukie of approximately \$700,000 over the next nine years.

### **History of Prior Actions and Discussion**

**August 21, 2007** Report to City Council on regarding efforts, beginning in September 2006, to modify City agreement with CRW to purchase surplus water.

**December 2007** letter from Mike Swanson to CRW seeking mediation to resolve dispute.

**March 2008** Executive Session Briefing.

### **Background**

On July 1, 1998, the City and CRW entered into an Agreement for Water Supply wherein the City agreed to purchase "surplus" water from CRW over a period of twenty years. The Agreement stipulates that the City purchase 500,000 gallons per day on a uniform basis at a fixed rate regardless of whether the City actually has a need for the water. The annual cost of this was about \$84,000 last fiscal year. CRW charges the City a wholesale rate for the water and under the terms of the Agreement, may adjust that rate every four years. The City must pay for the water even if it does not have the physical capacity to "take" the water, which is sometimes the case.

The City has since developed better data on its daily water demand and the cost of operating the water system. It is clear that the City system is capable of meeting peak day demand and, in addition, retaining a 25% reserve capacity, without relying on CRW supply. Therefore, paying for water on a daily basis, whether needed or not is no longer in the best interest of Milwaukie ratepayers.

In addition to CRW, the City has an intertie with the City of Portland water system (emergency use only) and is considering an intertie with Oak Lodge Water District. Physical inter-connections, or interties among water providers, ensure a source of water in the event of emergency such as source contamination or infrastructure breakdown. The City needs to negotiate an amendment to the agreement so it would only have pay CRW to purchase water when needed. Other issues or factors may be part of the negotiation, but the bottom line would be to eliminate the fixed payment requirement.

Under the terms of the agreement, the City has the right to notify CRW of its changing water needs and enter into negotiations to amend the agreement accordingly.

Beginning in the fall of 2006, the City has tried to enter into negotiations on this matter with CRW to no avail. The following is a chronology of the events up to this point.

1. September 2006 Kenny Asher meets with CRW General Manager Gary Kerr regarding the Agreement. No follow up by CRW.
2. February 7, 2007 City sends letter to CRW with formal notice that City is declaring its election to amend the Agreement by revising the water supply requirements. No response from CRW.
3. May 2007 Paul Shirey meets with Kerr regarding February 7 letter. Kerr tells Shirey that CRW Board does not wish to take any action that adversely affects CRW revenues.
4. June 8, 2007 City sends letter to CRW restating the February 7 request and proposes a meeting between managers, legal counsel and possibly Board members. No response from CRW.
5. July 25, 2007 City sends letter to CRW Board President and General Manager Kerr stating that unless negotiations are agreed to by August 6, 2007, the City will be compelled to seek alternative remedies.
6. July 30, 2007 Board Chair Holloway calls Shirey to apologize for delay and assure City that Board takes the request seriously and that CRW legal counsel will be in touch soon.
7. July 31, 2007 Holloway confirms by phone that the Milwaukie request (July 25<sup>th</sup> letter) is on CRW August 1<sup>st</sup> monthly meeting agenda.
8. August 2, 2007 Holloway assures Shirey that CRW legal counsel will be in touch very soon on the matter.
9. August 9, 2007 Holloway talks to Shirey and confirms that the Board is discussing Milwaukie's request at its regular meeting on August 16. She expected that a negotiation date could be set as soon as August 20 and sent an e-mail confirming this.

10. September 2007 Shirey meets with Steve Lidston, Acting Interim General Manager. Modifications to Agreement sent to Lidston in October. No response.
11. December 2007 Swanson sends letter to CRW Board invoking terms of agreement calling for mediation to resolve dispute.
12. January 2008 CRW asks to defer mediation and resume staff negotiations.

Following several months of negotiations beginning in January of this year, staff for both agencies agreed to the following, the terms of which have been approved in principle by the CRW Board of Directors on April 24<sup>th</sup>.

Modify the terms of a future schedule of payments for the upcoming nine years as follows:

<b>YEAR</b>	<b>Original Contract<sup>1</sup></b>	<b>Proposed Contract</b>
1998- 99	\$42,105	
1999-00	\$72,180	
2000-01	\$72,180	
2001-02	\$72,180	
2002-03	\$81,137	
2003-04	\$73,444	
2004-05	\$69,330	
2005-06	\$74,890	
2006-07	\$86,450	
2007-08	\$82, 560	
2008- 09	\$83,000	\$40,000
2009-10	\$83,000	\$35,000
2010-11	\$83,000	\$20,000
2011-12	\$83,000	\$5,000
2012-13	\$83,000	\$4,000
2013-14	\$83,000	\$1,000
2014-15	\$83,000	\$1,000
2015-16	\$83,000	\$1,000
2016-17	\$83,000	\$1,000
<b>Total</b>	<b>\$747,000<sup>2</sup></b>	<b>\$108,000</b>

Under the proposed terms of an Amended and Restated Agreement (see Attachment 2) the City would be entitled to use water up to the dollar amounts specified above based on the retail rates CRW charges its customers. The City would also have the right to request additional consumption above the dollar amounts stated at twice the wholesale rate.

<sup>1</sup> Rate subject to change every four years at a quantity of 500,000 gallons per day minimum purchase. Assume rate in 07-08 is unchanged to end of contract term.

<sup>2</sup> Total of projected payments for remaining nine years of Agreement

The City would also be entitled to emergency supply of water at a rate of twice the wholesale rate in effect immediately prior to the emergency or the rate CRW is required to pay for emergency water supply, whichever is greater. In addition, CRW's obligation to provide emergency water would be subject to the ability of CRW to supply the water as is currently contained in the current agreement.

The Agreement would be modified to eliminate the ability of the parties to modify the Agreement other than for default of either party or mutual agreement of the parties.

The Amended and Restated Agreement would operate as a full, complete and final settlement agreement relating to the issues associated with the dispute.

### **Concurrence**

The Finance Director, City Attorney and Water Supervisor support the modified agreement as proposed.

### **Fiscal Impact**

The cost per unit for CRW water under the terms of the existing agreement is subject to change every four years. The current wholesale rate is \$0.36. Annual cost to the water fund has been between \$70,000 and \$80,000 and would presumably increase over time, based on inflation alone. The remaining term of the agreement is nine years, so the savings to the City at the current rate is about \$640,000. Actual savings are likely to be greater.

### **Alternatives**

Further modify agreement in some manner. Any changes to the agreed upon schedule of payments would likely meet with resistance from the CRW Board given the amount of good-faith negotiation that has occurred in the last several months.

### **Attachments**

1. Resolution approving Modified and Restated Agreement between City of Milwaukie and Clackamas River Water
2. Modified and Restated Agreement between City of Milwaukie and Clackamas River Water dated May 2008

ATTACHMENT 1

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFIED AND RESTATED AGREEMENT BETWEEN THE CITY OF MILWAUKIE AND CLACKAMAS RIVER WATER (CRW) TO PURCHASE SURPLUS WATER.**

**WHEREAS**, ORS 190.003 to 190.110 authorizes units of local government to enter into intergovernmental agreements for the performance of their duties or for the exercise of powers conferred upon them, and ORS 264.310 expressly authorizes agreement for the sale of surplus water; and

**WHEREAS**, the City and Clackamas River Water District (CRW) entered into an agreement in 1997 for the City to purchase water for a twenty year period through June 30, 2017. CRW and the City each determined that it has been in the best interests of their rate payers that an amended Agreement for the sale of surplus water be negotiated and agreed to at this time; and

**WHEREAS**, both parties have benefited from the Original Agreement and will benefit from this amended Agreement. The needs and circumstances of the City have changed causing the parties to amend the terms and conditions of the original Agreement as provided in this amended Agreement; and

**WHEREAS**, the parties have determined that it is in the best interests of rate payers for the parties to enter into contracts for the purchase and sale of water for emergency and backup purposes. The parties agree that the execution of a long term Agreement for the sale of water between the City and CRW will provide greater likelihood of a water supply being available to both the City and CRW for an emergency or backup situation; and

**WHEREAS**, the amended Agreement would reduce the City's minimum payment requirements for each of the next nine years while continuing to allow the City to draw water for emergency or non-emergency reasons to the minimum amounts required by the Agreement, with the City receiving a credit against the charges for such draws based upon CRW's normal retail rates charged to its customers; and

**WHEREAS**, the City may draw additional emergency water billed at a rate of two times CRW's wholesale rate in effect immediately prior to the emergency draw by the City; and

**WHEREAS**, the amended Agreement settles all claims that either party has against the other under the terms of the original Agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Milwaukie authorizes the City Manager to execute a Modified and Restated agreement between the City of Milwaukie and Clackamas River Water (CRW) to purchase surplus water.

Introduced and adopted by the City Council on May 20, 2008.

This resolution is effective on

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James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

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Pat DuVal, City Recorder

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City Attorney

Document5 (Last revised 09/18/07)

**RS Page 42**

Resolution No. \_\_\_\_\_ - Page 2

## ATTACHMENT 2

### AMENDED AND RESTATED AGREEMENT FOR WATER SUPPLY

This AMENDED AND RESTATED AGREEMENT FOR WATER SUPPLY (the “Amended Agreement”) is entered into as of this \_\_\_\_\_ day of May, 2008, between CLACKAMAS RIVER WATER (“CRW”) and the CITY OF MILWAUKIE (the “City”) The parties agree that this Amended Agreement shall be effective from January 6, 2008 and continue until the term of the Amended Agreement expires or is otherwise terminated

#### RECITALS

A. CRW is a domestic water supply district, organized and existing under the laws of the state of Oregon, namely Oregon Revised Statutes, Chapter 264. The City is an Oregon municipal corporation, organized and existing under its municipal charter, ordinances, and the laws of the state of Oregon.

B. ORS 190.003 to 190.110 authorizes units of local government to enter into intergovernmental agreements for the performance of their duties or for the exercise of powers conferred upon them, and ORS 264.310 expressly authorizes agreement for the sale of surplus water.

C. CRW has determined that it is in the best interests of its rate payers for CRW to enter into this Amended Agreement for the sale of surplus water.

D. City has agreed that continuation execution of a long-term agreement for the purchase of water from CRW is in the best interest of its rate payers.

E. By agreement having an effective date of July 1, 1998, the parties had entered into a long term contract for the supply of water by CRW to the City (the “Original Agreement”). The service and commodity provided by CRW under the Original Agreement and under this Amended Agreement are a special contract service and are not provided by CRW as a common utility service.

F. Both parties have benefited from the Original Agreement and will benefit from this Agreement. The needs and circumstances of the City has changed causing the parties to amend the terms and conditions of the Original Agreement as provided in this Amended Agreement.

G. The parties have determined that it is in the best interests of rate payers for the parties to enter into contracts for the purchase and sale of water for emergency and backup purposes. The parties agree that the execution of a long term Agreement for the sale of water between the City and CRW will provide greater likelihood of a water supply being available to both the City and DRW for an emergency or backup situation.

NOW, THEREFORE, the Milwaukie City Council and the CRW Board of Commissioners (together referred to as “the governing bodies” mutually agree as follows:

## 1. Supply of Surplus Water and Term of Agreement.

1.1 Subject to the other provisions of this Agreement, CRW will furnish to City a supply of potable, surplus water for an initial twenty (20) year period beginning July 1, 1998, through June 30, 2018, subject to renewal, extension or termination and on the terms and conditions as set forth in this Amended Agreement.

1.2 City agrees to purchase water for emergency or backup purposes during the term of this Agreement. The City recognizes that CRW may not be able to satisfy the City's demand for emergency or backup water supply due to the lack of availability of water or flow and the supply of such water shall be subject to the terms and conditions of this Amended Agreement.

1.3 Each calendar year the parties shall have an opportunity to discuss the terms of this Agreement and propose modifications to the terms or conditions. Upon receipt of written notice identifying the terms and conditions the party desires to renegotiate and requesting negotiations, the parties shall enter into negotiations relating to such terms and conditions, including adjustment of rate ~~pursuant to cost of service principles as set forth in Section 11.9.~~ Any modification to the terms and conditions of this Amended Agreement shall be approved by the governing bodies of the parties hereto and shall be effective commencing on July 1 following conclusion of negotiations, unless the parties mutually agree to another effective date which shall be reflected in any modification or amendment. Nothing stated herein shall be construed to obligate the governing bodies to amend the terms and conditions of this Amended Agreement but shall only be construed as an obligation of the respective parties' representatives to negotiate in good faith. Subsequent to an initial modification City may revise its water supply requirement no more than once every five years.

2. **Annexation or Transfer of Service Area.** The provisions of this section are applicable until the parties enter into an urban services agreement for water services pursuant to ORS Chapter 195. Thereafter, the urban services agreement will prevail. If City annexes territory within CRW, the parties agree that CRW will continue to provide water to the newly annexed area, and City may elect to perform meter reading, custom billing and customer service activities, or the parties may negotiate alternative arrangements for the most effective service delivery in the newly annexed area. If City annexes territory not currently serviced directly by CRW or, if City transfers all or a portion of its service area receiving CRW water to a water service provider than CRW, the parties agree to commence negotiations on modifications to this Agreement prior to substantial completion of the annexation or transfer.

3. **Connections and Meters.** City will provide and maintain meters, valves and controls, including backflow prevention assemblies as necessary, as approved by CRW, in proper order for a water transmission line connection at S.E. Harmony Road near S.E. Fuller Road, Milwaukie, Oregon. City will arrange to have the master meters tested and calibrated biennially by an independent tester qualified to do so such work. A copy of the test report shall be forwarded to CRW. City shall provide control, measuring, and monitoring equipment necessary to sustain constant flow rates as anticipated by this Agreement. CRW shall maintain such valves and devices to control flows from its plant and reservoirs to City's system.

**4. City Service of CRW Customers/CRW Service of City Customers.**

**4.1** City agrees to provide water for domestic service to the areas of CRW as may be best served by City and as Authorized by CRW. The formula for computing the credit to City for water provided to CRW customers will be determined by joint resolution of the CRW and City governing bodies. CRW will maintain a current record of customers served in this manner. CRW will maintain a current record of customers served in this manner and provide copies to City.

**4.2** Water main extensions connected to the City system within CRW shall be installed and paid for by CRW, but materials and construction thereof shall be subject to approval by City.

**4.3** Service connections to CRW customers served by City shall be made by CRW using materials and construction methods approved by City. All such service connections shall pay the current Milwaukie System Development Charge for this type and size of connection.

**4.4** Should pressure regulators be required either on CRW mains or CRW services, the installation and maintenance thereof shall be the responsibility of CRW and not City.

**4.5** Meters on services from City for customers residing in CRW shall be installed, maintained, and read by CRW. City may check services for leakage or any other purpose.

**4.6** Facilities installed under this section will be owned by the party that installs them.

**4.7** Similarly, CRW agrees to provide water for domestic service to areas of City as may be best served by CRW and as authorized by City. Charges for water provided to City customers will be determined by the joint resolution described in paragraph 4.1 above. Provisions of paragraphs 4. 2 through 4.5 above, with the names of City and CRW reversed, will apply where CRW service City customers.

**5. Information.** CRW will provide oral notice to City if CRW determines that it is necessary or reasonable to interrupt or its distribution system or reduce its distribution capability for system emergencies or to install equipment, make repairs, replacements, investigations, and inspections or perform other maintenance work on CRW's system or those parts of the system that would affect CRW's ability to supply the City emergency water under this Amended Agreement in an emergency situation or for backup purposes. CRW shall give City ten (10) days written notice of any such interruption or reduction, the reason, and the probable duration so that the City can make alternative plans should an emergency situation or backup purpose arise.

**6. Water Quality.** The quality of water delivered to City's system under this Agreement shall comply with all applicable provisions of state and federal law, rules, and regulations. Both parties agree this provision will not be binding on CRW where an emergency

in the CRW system exists and best efforts and reasonable prudence have been exercised.

**7. Non-Assignability/Sale Limitations.** No rights may be assigned under this Agreement without the written consent of CRW. City agrees it will obtain written approval of CRW prior to selling or wheeling water to any other water purveyor other than commitments previously approved by CRW in writing. The parties agree to cooperate in good faith in evaluating the terms of any agreement to provide water to a third-party water purveyor through the City system. Such terms shall be approved by the governing bodies of the parties hereto.

**8. CRW Water Supply.** Subject to the terms and conditions of this Amended Agreement, CRW shall provide such water supply as is requested by the City on an emergency or non-emergency basis. The City shall have the right to request such emergency or non-emergency water as the City deems necessary and the City shall pay for such water supplied as provided in this Amended Agreement. CRW shall have the right to withhold non-emergency water in excess of the minimum amounts for which the City is obligated to pay under paragraph 9 below.

**9. Minimum Payments by City.** Notwithstanding the Original Agreement, the City shall be deemed to have satisfied its obligation to consume and pay for a minimum quantity of water with its payments of water consumption through December 31, 2007. Commencing with the fiscal year 2008-09 (July 1, 2008 through June 30, 2009), the City shall pay to CRW the minimum following amounts in the fiscal years identified below:

<u>2008-09</u>	<u>\$40,000</u>
<u>2009-10</u>	<u>\$35,000</u>
<u>2010-11</u>	<u>\$20,000</u>
<u>2011-12</u>	<u>\$ 5,000</u>
<u>2012-13</u>	<u>\$ 4,000</u>
<u>2013-14</u>	<u>\$ 1,000</u>
<u>2014-15</u>	<u>\$ 1,000</u>
<u>2015-16</u>	<u>\$ 1,000</u>
<u>2016-17</u>	<u>\$ 1,000</u>

Such minimum amounts shall be billed to the City in equal monthly installments over the entire fiscal year. The City may elect to pay any such annual minimum amount in one lump sum at the commencement of the fiscal year.

**10. Applicable Rates.** The City shall be entitled to draw water for emergency or non-emergency reasons up to the minimum amounts and receive a credit against the charges for such draws based upon CRW's normal retail rates charged to its customers. Any draws above the minimum amounts for non-emergency water shall be billed at CRW's retail rate charged to its customers. Any draws above the minimum amounts for emergency water shall be billed at the rate of two (2) times CRW's wholesale rate in effect immediately prior to the emergency draw by the City.

**9.11. Rates.** The pricing for water supplied to either party will be on a unit commodity

basis for water actually used as measured by a meter. Rates and charges for water used shall be as established by the Milwaukie City Council and CRW Board of Commissioners for water served to retail rate customers for the supply of emergency or backup water according to their normal rate setting process as updated from time to time.

10. Rate Setting Discussion. An annual rate setting discussion will be held between the City Operations Director and the CRW General Manager. The discussion will include consideration and development of a mutually determined retail rate to be proposed to the respective rate setting bodies for adjustments effective for the next period from July 1 to June 30.

**12. Billing.** Meters installed to measure the volume of water sold by CRW to City shall be read periodically, at least annually by representatives of CRW at times fixed by mutual agreement of CRW and City. Representatives of City may be present at meter readings. CRW, in consultation with Milwaukie, shall compute and render bills and statements from emergency or backup supply to the other party by the 5<sup>th</sup> day of the following month. The parties shall invoice the other party each month for water usage in the preceding month. The owing party will make payment on or before the 30<sup>th</sup> day of the month. Any billings to the City shall be adjusted based on the minimum amounts to be paid by the City as provided in paragraph 9 above.

**13. Late Payment.** A party may assess a late charge to the other for failure to make full and timely payment. This charge shall be established by the governing body of each party as a percentage of the late portion of the water charges owed, provided that the percentage rate shall not exceed an annual rate of ten percent (10%) on balances overdue 10 or more days.

**14. Disputes/Attorney Fees.** If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by negotiation followed by mediation if negotiation fails to resolve the dispute.

**14.1 Step One.** The City manager and the CRW general manager, or other persons designated by the governing bodies, will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing and shall be presented to each representative who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each party's representative and ratified by each governing body which shall be binding upon the parties.

**14.2 Step Two.** If the dispute cannot be resolved within ten (10) days at step one, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five potential mediators from an entity or firm providing mediation services that is mutually acceptable to the parties. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, the parties shall submit the matter to the Presiding Court of Multnomah County and the Presiding Judge shall appoint such a mediator from the list of mediators submitted by the mediation entity or firm. each party shall select one(1) name and the selected mediators shall select a third name. The dispute shall be heard by a panel of three (3) mediators

~~and any common~~ ~~The mediator's fees~~ ~~costs of mediation~~ shall be borne equally by the parties ~~and the parties who~~ shall each bear their own costs, attorney fees and fees associated with the mediation ~~therefor~~. If the issue is resolved at this step, a written determination of such resolution shall be signed by each representative and approved by the respective governing body.

**15. Limitation of Liability.** The parties recognize and agree that no liability for damages shall attach to the other hereunder on account of any failure to accurately anticipate availability of water, or because of actual failure of supply due to any damage to the other's treatment plant or production facilities, equipment, pipelines, or facilities caused by vandalism, war, riot, invasion, fire, strikes, unavailability of supplies, Act of God, or other causes beyond its control.

**16. Limitation of Supply for Emergency or Backup Purposes.**

**16.1 CRW Limitation.** The parties acknowledge CRW ~~is not engaged in the water business and~~ was not created to sell water outside the corporate limits of CRW, except surplus water not needed by CRW and its inhabitants, and that the citizens and inhabitants of CRW have the prior right to use of the water distributed by CRW. CRW herewith expresses confidence in its desire and ability to furnish sufficient surplus water to meet the needs of City, but in the event there should ever arise in the future an inability on the part of CRW to furnish sufficient surplus water to City, it is understood that CRW shall not be liable on account of any such inability.

**16.2 Milwaukie Limitation.** The parties acknowledge City is not engaged in the water business and was not created to sell water outside the corporate limits of City, except surplus water not needed by City and its inhabitants, and that the citizens and inhabitants of City have the right to use of the water distributed by the City system. City herewith expresses confidence in its desire and ability to furnish sufficient surplus water to meet the needs of CRW, but in the event there should ever arise in the future an inability on the part of City to furnish sufficient surplus water to CRW, it is understood that City shall not be liable on account of any such inability.

**17. Planning.** The parties agree to provide relevant records relating to the anticipated usage for other than emergency requests to assist in planning.

~~The parties shall each prepare an emergency plan as part of its Comprehensive Regional Plan to provide for water supply in the event of drought or disaster.~~

**18. Conservation.** ~~Each party shall use good faith efforts to adopt and implement~~ Water Conservation Programs with respect to the water purchased under this Amended Agreement ~~adopted by either party shall be implemented by them with the assistance and support of the other party.~~

**19. Termination.** This Agreement is conditioned upon the faithful performance by both parties of all the terms and provisions hereof. Pursuant to Section 14 (Dispute Resolution), either party may give notice of termination for breach of a material term of this Agreement and shall thereupon commence dispute resolution; one of the remedies in dispute resolution may be termination of this Agreement.

**20. Renewal.** This Agreement may be renewed by either party by furnishing notice, in writing to the other party not later than twelve (12) months prior to the expiration of the ~~original~~ term of this Amended aAgreement for an additional period of ten (10) years or such term as the parties may negotiate. ~~Thereafter, this Agreement shall be renewable by the parties at periodic and regular intervals of ten (10) years each, provided however, notice of request to renew shall be give by Cityeither party in writing no later than twelve (12) month prior to the expiration of any renewal period. The above notwithstanding, the parties further agree this Agreement shall automatically extend for twenty (20) years from the date of construction of new treatment facilities, completion of treatment facility expansion of 10 million gallons per day capacity or more, or construction of a regional reservoir of five (5) million gallons or more by CRW. CRW will provide City timely notice of any intent to make major treatment facilities expansions which would affect the term of this Agreement.~~

**21. Notice.** Any notice under this contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, addressed to the parties at such addresses as either party may designate by written notice to the other.

**22. Release of Claims.** Upon signature to this Amended Agreement, each party does hereby release the other party from any and all liability under the Original Agreement and this Amended Agreement shall operate as a complete and final settlement of any and all claims associated with the performance of either party under the Original Agreement.

**22.23. Effective Date.** This Agreement shall be effective as of January 8, 2008 and continue until terminated as herein provided.

IN WITNESS WHEREOF, City of Milwaukie, pursuant to a proper resolution dated the \_\_\_\_\_ day of 2008, duly authorizing the \_\_\_\_\_ and \_\_\_\_\_ of its City Council to execute this instrument on its behalf, and said Clackamas River Water, pursuant to a proper resolution dated the \_\_\_\_\_ day of 2008 duly authorizing the President of its Board of Commissioners to execute this Agreement on its behalf, have caused this Agreement to be signed, in duplicate, as of the day and year first hereinabove written.

CLACKAMAS RIVER WATER

CITY OF MILWAUKIE

By \_\_\_\_\_  
Barbara Kemper, President of  
Its Board of Commissioners

By \_\_\_\_\_

By \_\_\_\_\_

# 7. INFORMATION

**CUAB MEETING MINUTES**  
**Tuesday, March 11, 2008**  
**Johnson Creek Facility Conference Room**  
**6101 SE Johnson Creek Blvd.**

**Members Present**

Bob Hatz, Chair  
Charles Bird, Vice Chair  
Betty Chandler

**Interested Citizen:** Mike Scolar (Island Station resident)

**Members Absent**

Ed Miller

**Staff Present**

Gary Parkin, Engineering Director

I. CALL TO ORDER

Chair Hatz called the meeting to order at 6:05 p.m.

II. INTRODUCTIONS—Mike Scolar, he may be interested in applying for this board.

III. CONSENT AGENDA

Minutes from the last meeting (2/6/08) were approved.

IV. REPORTS

A. Wastewater Master Plan

The financial plan for the sewer extension to the Dual Interest Area "A" was not available. The group discussed issues related to the Kellogg treatment plant with Charles advocating a hosting fee (Happy Valley should pay) to build up financing for a Kellogg replacement or an ultra modern plant at the Kellogg site.

B. Capital Improvement Plan

The plan is still in a preliminary stage of development.

V. DISCUSSION

A. Revised Bylaws

The proposed bylaws were reviewed. It was agreed that the language in Article one, paragraph 3 should be amended so that a sabbatical request is not contingent on a health issue.

B. Recruitment and Work Plan

The informational sheet should add street infrastructure review to the list of activities of the Board.

VI. MATTERS FROM THE BOARD

Bob: Read an article in the Oregonian that Clackamas Town Center would be changing name to Happy Valley Town Center. No one else was aware.

Charles: Submitted a Traffic Study/Bike plan for the Island Station area. (Some of the bike improvements may be done in the upcoming year using funds from the bike path fund, others will be looked at by PSAC during fall review of projects).

Betty: Wanted to check on drugs in the water, info she read about (I'll check with Don Simenson).

VII. OTHER—None.

VIII. INFORMATION SHARING—None.

IX. FUTURE MEETING DATE/AGENDA ITEMS

Wednesday, April 2, 2008

Will include a recognition of Betty's contribution as she leaves the Board.

X. ADJOURN

The meeting adjourned at 8:35 p.m.

  
\_\_\_\_\_  
Bob Hatz, Chair

  
\_\_\_\_\_  
Gary Parkin, Scribe

**CUAB MEETING MINUTES**  
**Wednesday, April 2, 2008**  
**Johnson Creek Facility Conference Room**  
**6101 SE Johnson Creek Blvd.**

**Members Present**

Bob Hatz, Chair  
Charles Bird, Vice Chair  
Ed Miller  
Betty Chandler

**Interested Citizen:** Mike Sclar (Island Station resident)

**Staff Present**

Gary Parkin, Engineering Director

I. CALL TO ORDER

Chair Hatz called the meeting to order at 6:35 p.m.

II. INTRODUCTIONS

III. CONSENT AGENDA

Minutes from the last meeting (3/11/08) were approved.

IV. REPORTS

A. Wastewater Master Plan (sewer extension)

The sewer extension to the Dual Interest Area "A" was discussed. The group agreed that Milwaukie needs to be the provider and more aggressive on boundaries.

CUAB thought that providing up-front money to allow the project to move forward was okay with the following provisions:

1. Wastewater fund gets repaid
2. Don't raise rates for this
3. 10-year maximum payback time

V. DISCUSSION

A. Revised Bylaws

The proposed Bylaws were adopted by motion (4-0).

Charles Bird was selected as the Chairperson and Bob Hatz as Vice Chair.

B. Recruitment and Work Plan

Passed out info sheet.

VI. MATTERS FROM THE BOARD

VII. OTHER—None.

VIII. INFORMATION SHARING—None.

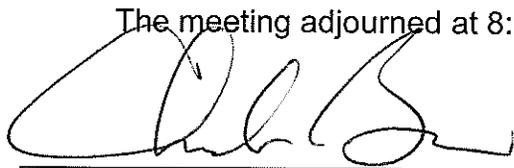
IX. FUTURE MEETING DATE/AGENDA ITEMS

Wednesday, May 7, 2008

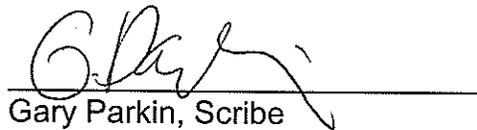
It was decided that a field trip for the CUAB would be a good thing to plan for the June meeting. Visiting wells, pump stations, TV sewer, and checking street repairs were discussed as options.

X. ADJOURN

The meeting adjourned at 8:30 p.m.



Charles Bird, Chair



Gary Parkin, Scribe

Riverfront Board Meeting Minutes  
March 25, 2008

**Attendees:** Gary Klein, Michael Martin, Shane St. Clair, Mitch Wall, Mike Stacey, Greg Seagler, Dave Green

**Absent:** None

**Staff:** JoAnn Herrigel

**Guests:** Councilor Susan Stone, Becky Ives (DLC)

**Minutes:** Green motioned to approve the minutes from the February 26 meeting, seconded by Stacey. Motion passed 7-0.

### **Theme development for Riverfront Park**

There is some confusion about the plan for the riverfront being the actual design. The following is the tentative schedule:

#### Design

- 60% now
- 90% by July
- 100% by April 09

#### Permits

- 3 Local land use apps in now
- 4 Local land use to be submitted soon (May 08)
- Joint Permit Application April 08

#### Funding

- Oregon Parks and Rec Dept annual (750 k)
- Application due April 4
- OMB biannual
- Next cycle begins next year (2009)

Herrigel noted that at this stage in the design and approval process for the park it is time to determine what theme of the park will be. This will help DEA inform the final design, materials used for park elements and help staff field questions from regulators and the public alike. She noted that there are already a few memorials/commemorative plaques that the City has agreed to site in the park. She asked the group to discuss the following:

#### Who decides

- Memorial placement
- Theme
- Material

Who cares ?

Council

DLC

Public

Riverfront Board

Green – How much control does the board want to exercise over these elements of this project?

Stacey – What is the theme? Does there have to be one?

Green – Not as of now and it has moved along without one.

Stacey – I do not want to start making changes in the design – since we worked so hard to get where we are.

St.Clair – Having a theme would help tie the park together.

Seagler – How far along is the plan in regard to the restroom and grades?

Wall – How much leeway is council going to give the board?

Herrigel – I'm not aware of needing formal approval from Council but I'm sure they will want to be kept apprised of decisions being made.

Stone – Council does like to hear input from the board. City council is the final approval factor, so it may need council approval, but at least a presentation from the board would be appropriate. In regard to the theme, the board may want to think about “Milwaukie” meaning “meeting of the waters” in Native American culture

St.Clair – A river theme

Seagler – The downtown plan could be looked at to tie in the riverfront and would also like to see a native American element

St. Clair – Historical presentation would not be too difficult.

Klein – There was a calendar by First State Bank of Milwaukie with beautiful pictures of Milwaukie

Wall – Maybe take a look at the plants themselves

Klein – Get the big oak tree some notoriety

Wall – We're not talking about renaming the park?

Herrigel – No. The name is already chosen. It is Milwaukie Riverfront Park

Stacey – Have we gotten enough input from the public?

Klein – If it's opened to the public there may be sponsors

St. Clair – If there is a historical theme chosen, it would be easy to do. Maybe a natural history at the north end

Green – Ending with the log dump and industrial history

Martin – Are we going to try to get grants from Native American groups? Like Grand Ronde? If we are incorporating Native American history, we should ask Native American groups.

Wall – Perhaps there could be an actual timeline.

St. Clair – There is a need for this information because it doesn't exist anywhere else.

Green – Would like to bring the water into it somehow. Maybe connect the riverfront with the water

St. Clair – Any historical happenings with the people happened by river

Green – A river theme could also be connected with salmon and wildlife.  
St. Clair – Are there any other parks that are linked to 3 waterways? Maybe that could be highlighted.  
Stone – Isn't there history about the name being misspelled?  
Green – How do we move that theme through the design process? How do we move it through the public? City Council?  
St. Clair – One idea is to get a list with historical timeline and all other ideas, put them on the wall, and have everyone vote and take the best. Or divide them into groups and chose the best from each group  
Green – Maybe engage the school in the research and other details  
St. Clair – Maybe some sort of incentive, money, or a prize.  
Wall – Is the Milwaukie Historical Society the place to go for historical information?  
Herrigel – Yes, Madeline Bohl is the contact on Milwaukie history.  
Martin – Could Madeline Bohl come and meet with the board?  
Green – How do we move this theme forward? With what choices do we go out to the public? Is signage in the DEA contract?  
Wall – Could a rep from the DEA come to a meeting?  
Herrigel – Throwing these ideas out to the general public could be difficult.  
Wall – It's best not to make a commitment to doing exactly what the public asks, but to get input from the public is important to make that final decision.  
Stone – If you engage the public you need to follow up. If you limit these choices, someone may find historical flaws. If there is a workshop, with the timeline, it may be easier. But engaging the public is important.  
Green – The design should be left up to the designers, but the concept could be open to comment at workshops. Don't ask the public what the theme should be, but let them know what's going on and get feedback.  
Herrigel – Would you like to invite the DLC when Madelaine Bohl & Gill Willaims come?  
Wall – It may be too early. Would like to have more solid ideas before meeting with the DLC.  
Green – There are creative people out there who do the signage.  
Herrigel – This may be a good project for a sponsor.  
Martin – Oregon Historical society does this sort of work.  
Green – We need to give constraints to people doing the historical work. Sponsors may have their own requests, so having a list of criteria will keep a focus.  
Herrigel – Council has agreed to install a veteran's memorial. The Klein property needs a sign. Dismet marker needs to stay somewhere. There also needs to be a Portland Traction Line marker/commemorative plaque  
St. Clair – Was the Traction line connected to river transportation in any way?  
Herrigel – In short term, extend invitation to Milwaukie Historical Society and Gil  
St. Clair – Before that, lets give some sort of constraints for them. Native American history, lumber, etc all needs to be tied into those 3 waterways  
Klein – The name of Milwaukie could be the focus.

Seagler – There could be a sign crossing the road (a metal sign) that says Welcome To Milwaukie and include the meaning of the name.

Herrigel – At the next meeting we'll include the historical panel.

St. Clair – A question for the next meeting: What is our timeline to get this done?

Wall – Can the farmer's market be used to get input from people?

Green – The river and two creeks, is this what is proposed to potential sponsors?

St. Clair – For some of the smaller sponsors, definitely give stricter guidelines.

Green – The Rotary has expressed interest in assisting with installation of the gazebo near the log dump.

Green – There should be a meeting with reps from potential sponsors and people with vested interest apart from the meeting with general public. It would be good for building momentum and generating funding.

Herrigel – Anyone interested in the council meeting is welcome. We will be discussing the grant application to OPRD and the approval of the three land use apps Planning Commission approved last month. The meeting is at 7pm on Tuesday.

Martin – What about those river cruise groups?

Seagler – For discussion during next meeting, I attended a public meeting about Light Rail stations. There is the 45-day comment period, and the board may want to discuss the impact on the riverfront.

Green – Regarding letters of support for the grant application, I will write a draft for the board and send it off to rest of board for approval. Will send it out in the next couple days.

Herrigel – (asked Stacey) Are there any fish groups that could send a letter of support?

Stacey – Northwest Steelheaders possibly

Green – What about the Willamette River Keepers?

St. Clair – moved to adjourn at 7:30  
Seconded by Green