



Regular Session

RS

Milwaukie City Council



**MILWAUKIE CITY COUNCIL
REGULAR SESSION**

City Hall Council Chambers
10722 SE Main Street
www.milwaukieoregon.gov

**AGENDA
JANUARY 19, 2016**

2,214th Meeting

1. CALL TO ORDER

Page #

Pledge of Allegiance.

2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS

**A. Milwaukie High School (MHS) Outstanding Student Achievement Award
for January 2016 presented to Claire Adams**

Presenter: Mark Pinder, MHS Principal

B. Citizen Commendation to Jon Chilton

Staff: Steve Bartol, Chief of Police

C. Clackamas Community College (CCC) Bond Update

Presenter: Greg Chaimov, CCC Board of Education

3. CONSENT AGENDA

These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by the Council in one blanket motion; any Councilor may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration of that part of the agenda.

A. City Council Meeting Minutes

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1. December 1, 2015, Regular Session;
2. December 15, 2015, Work Session;
3. December 15, 2015, Regular Session;
4. December 17, 2015, Study Session;
5. January 5, 2016, Work Session; and
6. January 5, 2016, Regular Session

B. Approve City Prosecutor Services Contract – Resolution

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C. Authorize Comcast Franchise Agreement Extension – Resolution

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**D. Approve 2016 Local and Regional Committee Assignments –
Resolution**

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4. AUDIENCE PARTICIPATION

The presiding officer will call for citizen statements regarding City business. Pursuant to Milwaukie Municipal Code (MMC) Section 2.04.140, 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 Council shall first complete a comment card and submit it to the City Recorder. Pursuant to MMC Section 2.04.360, "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 under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.

None Scheduled.

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. Downtown Parklet Program

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Staff: Vera Kolias, Associate Planner

B. Council Reports

7. INFORMATION

8. ADJOURNMENT

Public Notice

Executive Sessions: The Milwaukie City Council may meet in Executive Session immediately following adjournment pursuant to ORS 192.660(2). All Executive Session discussions are confidential and those present may disclose nothing; representatives of the news media may attend as provided by ORS 192.660(3) but must not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and they are closed to the public.

The Council requests that mobile devices be set on silent or turned off during the meeting.

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**Regular Session
Agenda Item No.**

3

Consent Agenda



MINUTES
MILWAUKIE CITY COUNCIL
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REGULAR SESSION
DECEMBER 1, 2015
City Hall Council Chambers

Mayor Gamba called the 2,211th meeting of the City Council to order at 6:00 p.m.

Council Present: Council President Lisa Batey and Councilors Wilda Parks and Karin Power

Council Excused: Councilor Scott Churchill

Staff Present: City Manager Bill Monahan, City Attorney Dan Olsen, City Recorder Pat DuVal, Community Development Directory Alma Flores, Finance Director Casey Camors, Planning Director Denny Egner, Associate Planner Vera Kalias, and Associate Planner Brett Kelver

CALL TO ORDER

Pledge of Allegiance.

Mr. Monahan and **Ms. DuVal** attempted to contact Councilor Churchill via phone but were unable to do so.

Oath of Office for Councilor Wilda Parks administered by Municipal Court Judge Kimberly Graves

Mayor Gamba asked the City Recorder to report the certified vote counts that appeared on the Consent Agenda.

Ms. DuVal reported certified vote counts from Milwaukie precincts in Clackamas County. Clackamas County reported that 1,602 Election Day Ballots were cast. Wilda Parks received 1,473 votes with 106 write in votes.

Municipal Court Judge Kimberly Graves administered the Oath of Office to Milwaukie Councilor Position 3 Wilda Parks.

Mayor Gamba recessed the meeting at 6:07 p.m. and invited those present to join him and the other Council members in a reception in Councilor Parks' honor. Mayor Gamba reconvened the Regular Session at 6:29 p.m.

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Christmas Ships Proclamation

Mayor Gamba read the proclamation naming December 4 through December 28, 2015, as Christmas Ships Parade Days in the City of Milwaukie.

CONSENT AGENDA

It was moved by Councilor Power and seconded by Council President Batey to approve the consent agenda as presented.

- A. City Council Meeting Minutes of the October 29, 2015, Study Session;**
- B. Resolution 106-2015: A Resolution of the City Council of the City of Milwaukie, Oregon, certifying the election results of the November 3, 2015, Special Election.**
- C. Approve an Oregon Liquor License Control (OLCC) Application for Milwaukie Spirits, Inc., 10804 SE Oak Street, New Outlet.**

Motion passed with the following vote: Councilors Parks, Power, and Batey and Mayor Gamba voting “aye.” [4:0]

AUDIENCE PARTICIPATION

Mayor Gamba provided information on the Audience Participation process.

Mr. Monahan said at the previous meeting Rika Warner had requested that the City Council consider adopting code language regulating domestic cats similar to the regulations for dogs. The Code Enforcement Coordinator emailed the question to other cities in Oregon, and of the 10 jurisdictions that responded, none of them had restrictions on domestic cats. He had found information on feral cats with practices recommended by the Humane Society. He recommended taking no action.

OTHER BUSINESS [Moved Up on the Agenda]

A. CenturyLink Franchise Agreement – Ordinance

Ms. Camors said the proposed Ordinance would grant a nonexclusive franchise to CenturyLink that would allow the company to operate and maintain a telecommunications network in the City of Milwaukie. The previous agreement expired in 2012, and the agreement was drafted to comply with Oregon Revised Statutes (ORS). The proposed agreement had a 10 year term and identified a 7% franchise fee. The insurance requirements were increased to the TORT limit and language was added that the City Engineer must approve abandonment of any facility. Overall this was a good agreement, and the City and CenturyLink had a track record of working well together. Staff recommended that the City Council adopt the Ordinance.

It was moved by Councilor Parks and seconded by Council President Batey to approve the first and second readings by title only and adoption of the Ordinance granting to Qwest Corporation dba CenturyLink on behalf of itself and its operating affiliates (“CenturyLink”) a franchise to operate and maintain a telecommunications system (“the system”) in the City of Milwaukie, Oregon (“the City”). Motion passed with the following vote: Councilors Parks, Power, and Batey and Mayor Gamba voting “aye.” [4:0]

Mr. Monahan read the Ordinance two times by title only.

Ms. DuVal polled the Council. Councilors Parks, Power, and Batey and Mayor Gamba voting “aye.” [4:0]

ORDINANCE No. 2109:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, GRANTING TO QWEST CORPORATION DBA CENTURYLINK ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES (“CENTURYLINK”) A FRANCHISE TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“THE SYSTEM”) IN THE CITY OF MILWAUKIE, OREGON (“THE CITY”).

PUBLIC HEARING

B. Monroe Street Neighborhood Greenway Concept Plan – Resolution [Moved Up on the Agenda]

Mayor Gamba said the public hearing on this draft Concept Plan was continued at the November 3, 2015, City Council meeting to a date certain of December 1, 2015.

Mr. Kelder provided a brief summary of the previous hearing. Many people testified at the November 3 hearing, and the main concerns were diversion and the Washington

Street bikeway route. There was a suggestion to install the other treatments to determine their impacts before installing diverters. Staff proposed to use the Resolution as a directing framework document and acknowledging more detail would be needed for all features in the Plan after City Council acceptance. Adoption of the Concept Plan in this manner would allow staff to seek funding. The proposed Resolution would provide direction to staff and the community with a sense of commitment to the general greenway design.

Mr. Kelder read the key points of the Resolution: the City Council adopts the Concept Plan as a framework for implementing the neighborhood greenway concept outlined in the Transportation System Plan (TSP); the Council directs staff to take steps to implement the Plan including pursuing grants to fund further design and construction; the Council directs staff to seek Council authorization prior to entering any construction phase or engineering design project related to the Monroe Street Neighborhood Greenway including approvals and permits; and the Council directs staff to conduct additional modelling of traffic data and coordinate with other agencies as needed and test the diverters at 37th Avenue, Linwood Avenue, and Hwy 224 with a report to Council and make adjustments as needed. The proposed Resolution did not mention a diverter at 42nd Avenue. There were two options for the central portion of the route. The primary suggested alternative was to install a diverter at 42nd Avenue and relied on putting a multiuse path across the McFarland property. The other alternative suggestion was to install a diverter at 37th Avenue to keep most of the Greenway route on Monroe Street. Mr. Kelder discussed timelines for testing in order to gather sufficient data and to have a sense of whether or not people's driving habits were changing.

Council President Batey noted written comments having to do with access to Northwest Primary Care that stated Campbell Street was one way.

Mr. Kelder said Campbell Street was two way, and he discussed the traffic pattern in the area.

It was moved by Council President Batey and seconded by Councilor Power to re-open the public hearing on the Concept Plan for the Monroe Street Neighborhood Greenway. Motion passed with the following vote: Councilors Parks, Power, and Batey and Mayor Gamba voting "aye." [4:0]

Subra said he was a practitioner at Northwest Primary Care (NWPC) and commented it would be difficult to commute to the facility via Harrison Street if one cannot use Monroe Street. Northwest Primary Care provided services to many geriatric patients, and Subra was concerned about putting up hurdles for elderly patients and parents with children. The business was expanding, and the proposal would make it difficult for patients to access the facility. There were eight practitioners at that location as well as nurses, radiologists, and laboratory personnel. This year it was estimated that 25,000 patients would visit the facility.

Cliff Hockley, Bluestone & Hockley Property Manager for this clinic, said if one looked at an aerial view of the property that it was a trapped location and was comparatively cut off and difficult to access. NWPC indicated it would not renew its lease if the owner could not get some kind of help with access. He noted that Campbell Street was challenging and very narrow. He was concerned about the left turn lanes at Hwy 224 that would make access difficult. Mr. Kelder had indicated there was no history of traffic accidents, and Mr. Hockley requested that this section be exempted from the Plan.

Mayor Gamba appreciated the testimony which was new for the City Council. As the process moved forward the next step would be actual engineering of the project with traffic studies for all the changed intersections. This was a broad stroke concept plan, and the details were not baked in.

Mr. Hockley discussed the terms of the current lease and the difficulty of leasing the building if these changes were made.

Bernie Stoutt, Ada Lane resident, thought the process was getting muddled and was frustrated because he could not get answers to his questions. He read his comments to the City Council. The last communication he received on the proposed Washington Street route was that it was the City Council's decision as to whether the Monroe Street alternative continues as part of the Plan. The Plan before Council simply called for sharrows and signs for Washington Street. He felt strongly about the issues because he had personally witnessed bike riders and walkers hit by motorized vehicles and suffering varying degrees of injuries. He discussed human behavior and provided accident statistics. Further, he urged that City Council consider the numerous residents who wanted sidewalks. Chris Ortolano, who proposed the Washington Street route, reported to the Hector Campbell Neighborhood District Association (NDA) that at least two pedestrian activated beacon crosswalks would be needed on Washington Street at 37th and 42nd Avenues. People felt the pathway should be installed on Monroe Street first. Sharrows should only be used after the basic standards requested of all involved were met. Seemingly everyone involved was listening, but all they said was that it would be built safely.

It was moved by Councilor Parks and seconded by Council President Batey to close the Public Hearing. Motion passed with the following vote: Councilors Parks, Power, and Batey and Mayor Gamba voting "aye." [4:0]

Mayor Gamba closed the public hearing at 7:50 p.m.

Mr. Kelper said the principle stated in the Concept Plan was the recommended vision of improvements that would make the Greenway functionally safe and guide design. He discussed the Hwy 224 diverter and more specific data that related to the YMCA Day Care facility and Northwest Primary Care. That diverter was suggested to make bike and pedestrian crossing safer by shortening distances. He understood from the data collected that the Oregon Department of Transportation (ODOT) did not see enough peak hour trips to warrant keeping the intersection open to left turns. He thought the diverters should generally be discussed more.

Councilor Power had looked at both intersections and the average number of vehicle trips. She asked if there was a diverter further in from the intersection that effectively created a dead end and would be less impactful to the day care and clinic facilities.

Mr. Kelper replied he did not have knowledge of all the types of diverters, but he could see there might be some pros and cons. He thought that kind of inset diverter might cause some confusions and that ODOT might have some input.

Council President Batey had assumed ODOT would not be amenable to testing diverters on Hwy 224.

Mr. Kelper replied logistically ODOT was not into testing diverters. According to Gail Curtis' commitments at the previous hearing, ODOT was comfortable with the data. He felt there would be some contingency for taking it out if it simply did not work.

Councilor Parks asked if there were diverters on other roads like Hwy 224.

Council President Batey said there were diverters on Martin Luther King (MLK) Boulevard in North Portland, but the speed limits were lower than Hwy 224.

Mr. Kelper recalled the evolution of the idea to install a diverter at Hwy 224 was to reduce conflicts and minimize crossing distances. There had also been complaints from the Historic Milwaukie Neighborhood that trucks were turning left from Hwy 224 onto Monroe Street.

Councilor Parks recalled there was a discussion at the early Project Advisory Committee (PAC) meetings that ODOT was interested in eliminating that intersection and signal altogether. She thought diverters would be better than total elimination.

Mr. Kelper said from ODOT's perspective there were three closely spaced intersections, so closing Monroe Street would create some benefits to the other two

intersections. There was the micro perspective of the property owners at the Monroe Street and Hwy 224 intersection and access to their businesses.

Councilor Parks agreed it was difficult to navigate the warren of streets on the north side. Once it got into engineering, some of those issues would be fleshed out about how to maintain the viability of those businesses. It was important to keep in mind that the Monroe Street Neighborhood Greenway was a concept plan that put the fundamental groundwork in place.

Mr. Kelver discussed Mr. Stoutt's comments. The focus of the Washington Street alternative was to find a safer and less complicated way to direct bikes between Oak Street and 42nd Avenue. Washington Street was a local street with fairly low volume that would not need much improvement other than pavement markings and signage. The intention was not to shift the entire route to Washington Street since there was sidewalk between Oak Street and 42nd Avenue for pedestrian.

Council President Batey said adopting a Resolution was not something she had dealt with before. It would be adopted as a framework, so what did it mean when the next steps came along? Would improvements be built as they were in the Plan? Would there be a detailed discussion with each segment? What was the tipping point for the diverter trial?

Mr. Kelver noted the current conversation about 19th Avenue and Sparrow Street which had certain greenway aspects. This was a groundbreaking process for the City about how it thinks about and plans for these types of routes and positions itself to get money to make the improvements. He said there was some room for flexibility after getting into the design details. Hwy 224 would involve coordination with ODOT, and the intersection of Linwood Avenue and Monroe Street would be a shared jurisdictional improvement with Clackamas County. For Milwaukie, it would be a reduction in vehicular volumes, and for all parties the goal was to make Monroe Street safer.

Mr. Egner said the Resolution was outlined so that at each step staff would come to the City Council with any new information learned through the engineering design phase. He added that the Monroe Street Neighborhood Greenway was not being adopted as part of the TSP or Comprehensive Plan because of the potential for amendments.

Mayor Gamba closed the public testimony portion of the hearing at 7:15 p.m.

Mayor Gamba said he had been working on this project for some time, and the idea was to create a project to support seeking grants to help fill the voids in the TSP. This was the first foray into the City's bike and pedestrian infrastructure. He considered this engineering-lite with neighborhood traffic studies to come in the future. Adoption of the Resolution would establish direction to seek funding that would include traffic studies of all the affected parts of the City. Milwaukie did not have a solid grid system, so he thought the planning process would have to be very precise. He suggested that the Council create a list of questions and criteria it wanted explored by the engineering firm to provide information prior to making a decision.

Council President Batey preferred engineering segments starting on the east end and moving west to see what the impacts might be. She thought there needed to be more data on impacts to other streets in the area.

Councilor Parks said it seemed to her that engineering the entire project would inform the Council about what was likely to happen. She supported engineering as the first action.

Mayor Gamba asked for one slight change to the fourth point by inserting the words "if necessary test the diverters proposed in the Concept Plan."

Council President Batey thought that would be a major concern for Hector Campbell NDA residents.

Councilor Power heard people say they were interested in testing and getting more data on diverters.

Mayor Gamba said traffic engineers were accurate in their modelling. He did not want to put up a diverter for six months to find that they worked and then wait for eight years until the City found funding. He felt the Council should listen to the engineers about what might be the issues and evaluate the impacts.

Councilor Power said models were only as good as their inputs and assumptions. She did not believe this was a Council that ignored experts, so she was not concerned about second guessing traffic engineers and what might be unintended consequences. She felt the Council was trying to manage the first greenway project in the City's history in the most collaborative way possible. It did help to test things in the real world. Computer modelling can be something quite different from implementing something on the ground. Diverters can be done in a way that was attractive and durable. The testing would be a good foundation for other greenway projects and show the community that the City Council was being responsive to concerns. The Monroe Street Project was important to everybody because it would demonstrate how greenways impacted the entire city. She identified this as an iterative process and proposed language changes to the Resolution. It was important for people to understand the City Council would work with the community as this cross town connection moved forward. Upon moving to Milwaukie the most immediate challenges she saw were the Hwy 224 bike and pedestrian crossings. The City Council will need to do more work on the Hwy 224 diverters because it was important to connect the downtown core with Milwaukie's other commercial centers.

Mayor Gamba suggested scheduling a work session in the next six months to identify questions and concerns for engineering responses and then seeking funding sources.

It was moved by Councilor Power and seconded by Councilor Parks to adopt the resolution adopting a Concept Plan for the Monroe Street Neighborhood Greenway as amended with the words "where possible." Motion passed with the following vote: Councilors Parks, Power, and Batey and Mayor Gamba voting "aye." [4:0]

RESOLUTION No. 107-2015:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ADOPTING A CONCEPT PLAN FOR THE MONROE STREET NEIGHBORHOOD GREENWAY.

Mayor Gamba recessed the Regular Session at 7:47 p.m. and reconvened the Regular Session at 8:05 p.m.

A. Moving Forward Milwaukie (MFM): Central Milwaukie Plan and Code Amendments File #s CPA-2015-001, ZA-2015-001 [Moved Down on the Agenda]

Mayor Gamba said the hearing on these code amendments was continued at the November 3, 2015, Council meeting to a date certain of December 1, 2015.

Mr. Egnor reported at the last meeting the direction was to amend the Flex Space (FS) Overlay to address rooftop structures, buffers to other properties, and how bike and pedestrian facilities were separated from traffic lanes. There was also discussion about looking at potential odor control problems. After researching what other communities had done, staff came back to Milwaukie's own nuisance provisions which provided the necessary flexibility. Mr. Egnor addressed the point Mayor Gamba brought up to the Planning Commission, and he provided a handout that related to FS Overlay and the availability of building height bonuses in 19.404.6(c).

Council President Batey said she would not vote in favor of the amendments because she believed it was not necessary to introduce additional retail based on the current amount of underutilized space. Other than that, she thought it was a great package of amendments.

It was moved by Councilor Parks and seconded by Councilor Power to approve the first and second readings by title only and adoption of the Ordinance amending the Comprehensive Plan text, maps, and ancillary documents (a new Central Milwaukie Land Use and Transportation Plan and the Transportation System Plan); Title 14 Sign Ordinance; Title 19 Zoning Ordinance; and amending the Zoning Map (File #s CPA-2015-001, ZA-2015-001) as amended in Section 19.404.6(c). Motion passed with the following vote: Councilors Parks and Power, and Mayor Gamba voting “aye”, and Council President Batey voting “no.” [3:1]

Mr. Monahan read the Ordinance one time by title only and as amended in 19.404.6(c).

Mayor Gamba announced since the vote was not unanimous among the members present that the second reading and adoption would be scheduled for a date certain of December 15, 2015.

Councilor Parks respected Council President Batey’s comments and the efforts of local businesses to improve their viability. Her vision was that with the City Council considering urban renewal options that the community would enjoy a business resurgence in the community.

OTHER BUSINESS CONTINUED

B. Council Reports

Council President Batey announced the Celebrate Milwaukie, Inc. downtown business decorating competition being held in conjunction with the Umbrella Parade and Holiday Tree Lighting on December 5. She recognized Tonia Burns, North Clackamas Parks and Recreation District (NCPRD) Naturalist for her work on Spring Park Phase 2.

Councilor Power announced upcoming leaf drop events and encouraged residents to dispose of their leaves properly to help prevent localized flooding.

Mayor Gamba urged residents to take advantage of the free leaf drop and not to rake their leaves into the street because the street sweeper cannot pick them up. He attended the #UNselfie Giving Tuesday event and encouraged resident to give to local charitable organizations.

ADJOURNMENT

It was moved by Council President Batey and seconded by Councilor Parks to adjourn the Regular Session. Motion passed with the following vote: Councilors Parks, Power, and Batey and Mayor Gamba voting “aye.” [4:0]

Mayor Gamba adjourned the regular session at 8:25 p.m.

Respectfully submitted,

Pat DuVal, Recorder



MINUTES
MILWAUKIE CITY COUNCIL
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WORK SESSION
DECEMBER 15, 2015
City Hall Conference Room

Mayor Gamba called the Work Session to order at 4:00 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill (arrived at 4:21pm), Wilda Parks, and Karin Power

Staff Present: City Recorder Pat DuVal, Assistant to the City Manager Mitch Nieman, Library Director Katie Newell, Planning Director Denny Egner, Senior Planner Li Alligood, Engineering Director Chuck Eaton, and Community Development Director Alma Flores

Library Services Expansion Task Force (LSETF) Survey Update

Ben Patinkin from Patinkin Research and **Mike Selvaggio** from ProspectPDX gave background information on the online survey. They received qualitative data from 759 library users. The survey was available online from October 16th to October 20th 2015. A lot of open-ended questions resulted in detailed responses. The majority of survey respondents had access to a library card, only 2 percent did not. In addition to checking out items, many respondents went to the library for children's activities, adult learning programs and digital media.

Council President Batey commented that if the data results were extrapolated over the entire population of Milwaukie, the adult learning programs statistic, for example, was not as significantly valid.

Mr. Patinkin agreed, but noted that it was significant to have so many attending those programs. He continued explaining the results of how often respondents used the library, perceived the library, and what they liked most about the Ledding Library. The vast majority of respondents used the library often, and especially liked the location, books, staff, and children's library.

Council President Batey noted that on the graphic Mr. Patinkin showed, multiple types of children's services were mentioned. She suggested that if they were merged together, it may be one of the top items that respondents liked about the library.

Mr. Patinkin shared quotes from respondents, and noted that the top 3 items that were working well at the library were programs, the location, and book availability. He discussed the generational impact the library has had on people; the library has been a positive impact on the community. Mr. Patinkin showed that 75% of the respondents believed the library met the needs of the community. For the 8% that indicated the library was not meeting the needs, many people had concerns about space. Respondents noted that the library could be larger, have meeting spaces, and be newer. Mr. Patinkin reported that for a question regarding the general concerns of the library as a whole, the answers went to space; the library's overall size was too small and crowded. Parking was also a concern, especially when there were programs, and computer terminals were often full and felt crowded.

Councilor Power discussed the most recent design iteration which included a larger building at a more affordable price tag, but noted that specifics had not been laid out.

Mr. Patinkin reported on what respondents thought could be improved: more space, open more hours, better physical access to the collection and better parking. About 53% of the respondents said the building was at least in good condition. Mr. Patinkin discussed the impact of the results, noting many were not sure about the building

condition, and discussed the need to have more education about the general condition of the building in order to have better renovation discussions. He discussed the age range of the respondents.

Mr. Patinkin discussed that over the next few months the library would be engaging with the community in order to better understand the priorities regarding services. The library received 389 email addresses which could be used to provide the public with updates about the project, provide education, and potentially reach out for volunteers.

Council President Batey asked how many surveys were on paper versus online. **Ms. Newell** said surveys were handed out at programs and several hundred were paper.

Councilor Power explained that the reason Council was going forward on this was because they heard in the goal setting process that people wanted library expansion. But the strong community voice did not translate in the qualitative data.

Mr. Patinkin discussed the importance to see if there was a robust support to move forward. **Mr. Selvaggio** commented on the goal setting demographic versus the qualitative study respondents. He said that when digging into the specifics, people more readily acknowledged the needs. Those using the library trusted it, and when City Council decides on specifics, there would be built-in confidence for what the library does and can do.

Council President Batey discussed the possibility of some people not wanting to speak poorly of the library. Also, when comparing the survey to the goal setting, neither case was a scientific cross section of Milwaukie. **Councilor Churchill** noted that any poll could have those for and against it; surveys can go both ways.

Mr. Patinkin received emails and talked with members of the community and obtained a lot of good information that needed to be confirmed in a scientific setting. Mr. Patinkin and his team budgeted for a quantitative survey of 400 responses of likely voters. It still needed to be decided when the survey would go out.

The group discussed the primaries and what other measures might be on the ballot.

Mr. Selvaggio discussed next steps and noted that his team would shift gears to a more direct outreach and go out to a broad cross section of stakeholders. It was important to make sure Council had all the best information when making a decision. He discussed the outreach plan moving forward.

Councilor Power noted the LSETF was willing to help.

Mr. Patinkin discussed the formation of the quantitative survey and what it hoped to accomplish, specifically to help make the case for a library expansion bond.

Council President Batey noted that the results showed they should not be talking about expansion so much as preservation and modernization. She discussed the risk of overselling the expansion aspect in relation to the other improvement needs.

Mr. Patinkin noted the survey would be able to check out price sensitivity. He discussed looking at three tiers to put a dollar figure on it. The survey would also be designed to test words like “expansion” to describe what the community wanted to do for the facility. He discussed how the survey might say there was not an appetite for expansion. **Ms. Newell** added that they hoped the poll would provide direction of how quickly and when to move.

Councilor Power understood that Council would be able to see the questions, but not edit them, due to the need for the questions to remain neutral.

Council President Batey wanted the results to be made publicly available.

Mr. Patinkin confirmed that personal information would be kept confidential. The results should be completed prior to the end of January.

Councilor Power would share the talking points about how to talk about the process.

Comprehensive Plan Update

Ms. Alligood introduced the topic and provided background information. The Comprehensive Plan was outdated and needed updating.

Councilor Churchill asked about the data sources. The group discussed the data sources that were used to guide policy development.

Ms. Alligood explained the 3 applicable regulations when changing the Comprehensive Plan. Staff was seeking Council direction on the scope and timeline of the update. She outlined three potential approaches, listing the advantages and disadvantages as well as the timelines and staff time needed. She also discussed the visioning process that could go along with a Comprehensive Plan update.

Mr. Egner explained the City of Lake Oswego's Comprehensive Plan update process, and explained that their visioning process took a year. He also discussed future grant opportunities for the City of Milwaukie.

Ms. Alligood and **Mr. Egner** explained Staff's recommendation to use the post-acknowledgement plan amendment process, which was what the City typically utilized, rather than the periodic review process.

Ms. Alligood summarized Staff's questions for Council regarding the desired timeline of the Comprehensive Plan update, the desired scope of the update, and if Council wanted Staff to explore updating the "optional" inventories.

Council President Batey reacted that the visioning process should take 6 months rather than a year. The current vision statement was not bad and could be built upon.

Councilor Parks agreed that pieces of the current vision statement could serve as the foundation for developing a new version. She thought 6 – 8 months was more accurate than a year. Her basic thought was that creating a new Comprehensive Plan with a Vision Statement should take 3 years. A visioning process was important to see if certain areas still resonated with the community, so while it was like starting over, the bones of the current Vision could be utilized. Regarding the optional inventories, she discussed that open spaces and natural resources were very important in Milwaukie.

Ms. Alligood added that the Natural Resources update was completed fairly recently. Historic Resources would take some time. **Mayor Gamba** expressed interest in the Natural Hazard inventory.

Mr. Egner explained that not every inventory needed to be adopted at the same time. He suggested updating the basic part of the Comprehensive Plan, and then adjusting the other pieces. The main core of the Plan could be updated, setting up the framework to then plug other elements into a work plan. He clarified that the optional pieces were not standalones, but all refinements to what the City already had.

Council President Batey commented that Historic Resources was a big lift, but Natural Hazards not so much. She did not think Historic was the most pressing, but noted that the current list was not inclusive. She was concerned about the issue of teardowns and suggested a demolition permit for buildings constructed prior to 1950.

Mayor Gamba noted that people could not be forced people to participate. **Ms. Alligood** felt it would be a very controversial process and people were not likely to want to participate. She discussed the current inventory and noted that a citywide inventory would be a major undertaking.

Mr. Egner suggested public outreach and education related to preservation. He discussed the active outreach in Lake Oswego; noting it was public, not Staff, driven.

Councilor Power discussed signage of historic buildings and the improvements that could be made. **Councilor Parks** agreed, noting signs could also be related to wayfinding.

Mayor Gamba liked Mr. Egner's idea of having the historic preservation on a 5 year timeline, since it was less intrinsic to planning the future. **Councilor Power** discussed the importance of accomplishing this sooner than 5 years. She discussed adding visibility to older houses and was worried about houses being demolished.

Ms. Flores discussed accomplishing historic preservation in 2 different approaches. One approach involved having it a part of the Housing and Economy sections, with the Economy section including the Historic Perseveration Main Street model, and the Residential Historic areas a part of the Housing section. Another approach was to implement it along the way after the Comprehensive Plan process, utilizing action items like wayfinding signs and showcasing the areas and houses.

Councilor Churchill did not wish to ignore the urban growth boundary. The group discussed the Urban Growth Management Agreement (UGMA). **Ms. Flores** explained that the Housing Needs Analysis did not ignore the UGMA, and said Clackamas County was doing an analysis as well.

Councilor Churchill commented on a graphic shown earlier which stated King Road was the second Main Street, and he discussed how it was developing. **Mr. Egner** acknowledged that specific graphic showing King Road did not make sense.

Councilor Power was for the Comprehensive Plan approach #3, with a quicker visioning process. **Ms. Alligood** stated it would take an absolute minimum of 3 years, with the project starting in 2016.

Mr. Nieman understood Council's responses to the Staff questions were: a 3 year timeline for the Comprehensive Plan update; approach #3, a vision and comprehensive scope; and Staff to explore updating the Natural Hazards and Historic Resources.

Councilor Churchill was not bound to a 3 year limit; he did not want to do it poorly just to fit into the timeline. He commented on the importance of the citizen outreach process. **Ms. Alligood** added that the 3 year timeline was aggressive, and may take longer. **Councilor Churchill** would support approach #3 as long as it included looking at the UGMA, as that was the viable tax base increase and revenue source.

Mayor Gamba commented on annexation related to the Comprehensive Plan. **Ms. Alligood** said the policies in the Plan could consider future opportunities in the area.

Ms. Alligood understood the group mentioned the natural resources and hazards inventories. **Mayor Gamba** discussed Natural Hazards and the future of more dramatic 100 year events. **Ms. Alligood** would get back to Council regarding that timeline.

It was group consensus to push Open Spaces and Historic Resources out to 5 years. The group discussed open spaces in the City.

Mr. Egner summarized that Staff would come back to Council with a work plan and a visioning process plan in mid-January. The Housing Needs Analysis will move forward.

Riverfront Park Bridge Storm Damage Update

Mr. Nieman introduced the topic. Several areas of Riverfront Park had been compromised due to the heavy rains, specifically affecting the bridge which is the entrance into the park from the Kellogg Treatment Plant.

Mr. Eaton discussed the serious undermining on the southern approach of the bridge. Oregon Department of Transportation (ODOT) engineers inspected the bridge and found a 6 feet by 14 feet void under the structure. The structural integrity of the impact panel had been compromised. He explained the background of the City-owned bridge. ODOT confirmed the bridge was in danger of collapsing and should be closed to any traffic. The soil under the bridge was loose. He commented on pedestrian traffic and the risk of a fall related to the lack of a railing. **Mr. Nieman** said the bridge could be fenced off if Council wished.

Council was in favor of fencing the area for pedestrians.

Mr. Eaton discussed the bridge repair challenges. Staff was working on the assumption that Council wanted it open as soon as possible, as it was the only access between the two parts of the park, and the closure of the bridge was effectively closing the boat ramp. He estimated it would cost \$50,000 – \$100,000 to repair the bridge. The Department of State Lands (DSL) did not give the City an exemption to do work in the water. The City was getting Geotech on board to help analyze the situation.

Mr. Eaton explained he was putting \$100,000 into the budget forecast to get repairs completed, and would then continue to work expeditiously to get the bridge open. Right now the line item was coming out of the Community Development fund and could roll into the supplemental budget. He hoped a permanent fix could be completed outside the water. **Councilor Churchill** understood the cost could likely increase. **Mr. Eaton** was trying to be conservative and said it would be a matter of building as it goes, and said the scope could increase. Getting Geotech on board to look at the soil stability was important and a construction engineer would likely need to be involved as well.

Mr. Nieman discussed public access to the park. As Staff puts together a public relations plan, the current thought was to close the park to vehicular traffic in order to discourage drivers from entering the park thought the exit. He discussed briefing committees and other agencies involved.

Councilor Power said the City should issue a press release stating that flood damage caused the closure, and send it out to the neighborhoods, boards, commissions, and committees, as well as the media. She discussed the need for barriers and signs that explain the closure related to structural problems.

It was Council consensus to issue a press release.

Mr. Eaton commented on the need to provide some park access for the North Clackamas Parks and Recreation District (NCPRD) to remove debris.

Councilor Power reiterated the importance of informing people about both the dangerous situation and alternative pedestrian access to the park.

Mr. Eaton stated it would likely be closed for 2 months for the short term fix. He would prefer to do a long term repair to avoid fixing the bridge twice, but would know more at the end of January after Geotech looked at it.

Mayor Gamba asked if the park design had to do with this issue. **Mr. Eaton** replied that the only thing that had been done was blackberry removal, which was a requirement. He added that the City was applying for disaster relief funds.

Mr. Nieman commented on NCPRD's work removing the logs against the boat ramp.

Mayor Gamba adjourned the Work Session at 6:00 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II



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REGULAR SESSION
DECEMBER 15, 2015
City Hall Council Chambers

Mayor Gamba called the 2,212th meeting of the City Council to order at 6:08 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power

Staff Present: Assistant to the City Manager Mitch Nieman, City Attorney Dan Olsen, City Recorder Pat DuVal, Finance Director Casey Camors, Planning Director Denny Egner, Senior Planner Li Alligood, and Associate Planner Vera Kolias

CALL TO ORDER

Pledge of Allegiance.

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Milwaukie High School (MHS) Outstanding Student Achievement Award for December 2015 presented to Lillian Odegaard

Mark Pinder, MHS Principal, introduced Ms. Odegaard and noted her achievements.

The Council congratulated Ms. Odegaard and inquired about her academic and extra-curricular activities and career plans.

B. Presentation of Vietnam Wall Event Plaque

Jerry Craig, American Legion Post 180 1st Vice Commander, presented a plaque to the Council in recognition of the July 2015 Vietnam Memorial Wall event.

Mayor Gamba announced that a Prisoner of War/Mission in Action (POW/MIA) flag raising ceremony would be held at City Hall on December 31, 2015.

CONSENT AGENDA

It was moved by Councilor Parks and seconded by Council President Batey to approve the Consent Agenda as presented.

A. City Council Meeting Minutes:

1. November 3, 2015, Work Session.

B. Resolution 108-2015: A Resolution of the City Council of the City of Milwaukie, Oregon, to authorize the City Manager to sign a contract for debt collection services with Valley Credit Service Inc.

C. Resolution 109-2015: A Resolution of the City Council of the City of Milwaukie, Oregon, providing direction to prepare a draft urban renewal plan encompassing the downtown and central Milwaukie.

D. An Oregon Liquor Control Commission (OLCC) Application – Milwaukie Beer Store – 10610 SE Main Street – New Outlet

E. Resolution 110-2015: A Resolution of the City Council of the City of Milwaukie, Oregon, to update the intergovernmental agreement with the County of

Clackamas for sharing of employees for building inspection/plan review services.

Motion passed with the following vote: Councilors Power, Churchill, Batey, and Parks and Mayor Gamba voting “aye.” [5:0]

AUDIENCE PARTICIPATION

Mayor Gamba reviewed the Audience Participation procedures and Mr. Nieman reported there was no follow-up from the December 1, 2015, Audience Participation.

PUBLIC HEARING

A. Moving Forward Milwaukie (MFM): Central Milwaukie Plan and Code Amendments (CPA-2015-001; ZA-2015-001) – Ordinance, 2nd Reading

Ms. Kolia reviewed the actions for Council to consider, noted the proposed revisions to Milwaukie Municipal Code (MMC), and explained the ordinance adoption process.

Council President Batey, Mayor Gamba, and Ms. Kolia discussed the boundaries of the Central Milwaukie area and noted that both of the opportunity sites were for sale.

It was moved by Councilor Parks and seconded by Councilor Power to approve the second reading by title only and adoption of the Ordinance amending the Comprehensive Plan text, maps, and ancillary documents (a new Central Milwaukie Land Use and Transportation Plan and the Transportation System Plan); Title 14 Sign Ordinance; Title 19 Zoning Ordinance; and amending the Zoning Map (File #CPA-2015-001, ZA-2015-001). Motion passed with the following vote: Councilors Power, Churchill, and Parks and Mayor Gamba voting “aye”, and Councilor Batey voting “no.” [4:1]

Mr. Nieman read the Ordinance for the second time by title only.

Ms. DuVal polled the Council: Councilors Power, Churchill, and Parks and Mayor Gamba voting “aye”, and Council President Batey voting “no”. [4:1]

ORDINANCE No. 2110:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING THE COMPREHENSIVE PLAN TEXT, MAPS, AND ANCILLARY DOCUMENTS (A NEW CENTRAL MILWAUKIE LAND USE AND TRANSPORTATION PLAN AND THE TRANSPORTATION SYSTEM PLAN); TITLE 14 SIGN ORDINANCE; TITLE 19 ZONING ORDINANCE; AND AMENDING THE ZONING MAP (FILE #CPA-2015-001, ZA-2015-001).

It was moved by Councilor Power and seconded by Councilor Parks to approve the first and second readings by title only and adoption of the Ordinance amending the Milwaukie Municipal Code Title 20 Public Art (File # ZA-2015-001). Motion passed with the following vote: Councilors Power, Churchill, Batey, and Parks and Mayor Gamba voting “aye.” [5:0]

Mr. Nieman read the Ordinance two times by title only.

Ms. DuVal polled the Council: Councilors Power, Churchill, Batey, and Parks and Mayor Gamba voting “aye”. [5:0]

ORDINANCE No. 2111:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING THE MILWAUKIE MUNICIPAL CODE TITLE 20 PUBLIC ART (FILE # ZA-2015-001).

Mayor Gamba read the State Land Use Board of Appeals (LUBA) appeal information.

B. MFM: Neighborhood Main Streets Code Amendments (ZA-2015-002) – Ordinance

Mayor Gamba noted that the public hearing on the Neighborhood Main Streets Code Amendments was a continuation from the November 17, 2015, Regular Session.

Ms. Alligood reviewed the proposed amendments to the MMC and summarized the key question for Council to address regarding the conditional use status of the Safeway site. She discussed 3 approaches to the Safeway site and reported that staff recommended Option C to retain a use that met community needs.

Councilor Parks asked about the possibility of dividing the Safeway site into smaller stores and **Ms. Alligood** confirmed that the site could be divided under any scenario.

Council President Batey and **Ms. Alligood** noted that Council was only considering the conditional use for the Safeway building as it currently existed.

Mayor Gamba, Ms. Alligood, and Councilor Power remarked on the importance of an anchor tenant for the shopping area at 42nd Avenue and King Road.

Testimony: None.

It was moved by Councilor Power seconded by Council President Batey to close the public hearing. Motion passed with the following vote: Councilors Power, Churchill, Batey, and Parks and Mayor Gamba voting “aye.” [5:0]

Councilor Power expressed a preference for allowing maximum flexibility to re-tenant the site should Safeway leave and noted her support for Option C.

Council President Batey remarked that she preferred Option B and expressed concern about possible non-retail uses of the Safeway site.

Councilor Churchill stated his preference for Option A and suggested he could support Option B if it was the Council consensus.

Council President Batey remarked on the possibility of new grocery stores driving Safeway out of the City and expressed concern about recent grocery store closures.

Councilor Parks commented that she was leaning toward Option C and expressed concern that Option B may not best serve the entire neighborhood.

Mayor Gamba expressed support for helping re-tenant the Safeway site if it were to be vacated. He remarked on the ability of the community to support 2 grocery stores and **Councilor Power** commented on the positive outcomes of different grocery brands competing in the same area. **Mayor Gamba** discussed his support for Options A or B.

Council President Batey remarked that she could support Option A.

Councilor Parks explained that she could not support Option A.

Councilor Power agreed with Councilor Parks and discussed possible disincentives for an anchor tenant renegotiating a lease under the proposed restrictions. She remarked that she preferred Option C, could support Option B, and could not support Option A.

Mayor Gamba expressed comfort with Option B and noted his support for a retail use.

Councilor Parks remarked that she could support Option B.

The group discussed the wording of the 3 proposed approaches to the Safeway site.

Mayor Gamba suggested there was a Council consensus for Option B.

Council President Batey expressed a preference for Option A with language changes.

The group discussed grocery stores that could fill the vacant Haggen site and the feasibility of a retail store going through a conditional use process under Option B.

Councilor Churchill noted his support for Option A with adjustments or Option B, and **Councilor Parks** commented that she supported Option C and possibly Option B.

Councilor Churchill discussed concerns about dividing the Safeway site and the demographic support required for certain grocery stores that could fill the Haggen site. He suggested the conditional use process was not likely to keep a major development from opening in the City and he voiced his support for Option A.

The group discussed the likelihood that the Safeway site would be divided, and **Mayor Gamba** and **Mr. Olsen** discussed adding a grocery store definition to Option B.

Mayor Gamba explained why he supported Option B.

Councilors Churchill and Power commented on the complexities and challenges of securing and maintaining an anchor tenant lease agreement.

Councilor Churchill and **Mayor Gamba** noted their reluctant support for Option B and **Mr. Olsen** remarked on the possibility of drafting a definition of desired grocery outlets.

The group discussed the possibility of mid-sized outlets replacing a large anchor tenant and noted retail outlets that are excluded from the shopping center at 42nd Avenue and King Road by the existing Safeway lease agreement.

It was the Council consensus to pursue Option B regarding the Safeway site.

Ms. Alligood confirmed that the conditional use approach for the Safeway site was the only item for Council to determine and **Mr. Olsen** provided guidance to Council on how to amend the ordinance adoption language.

Decision by Council:

It was moved by Council President Batey and seconded by Councilor Power to approve the first and second readings by title only and adoption of the Ordinance amending the Milwaukie Municipal Code (Titles 14 Signs and 19 Zoning), and amending the Zoning Map (File #ZA-2015-002) with the amendment labeled by staff as Option 2. Motion passed with the following vote: Councilors Power, Churchill, Batey, Parks, and Mayor Gamba voting “aye.” [5:0]

Mr. Olsen recommended that the revised language be read with the ordinance title.

Mr. Nieman read the Ordinance by title with the revised language two times.

Ms. DuVal polled the Council: **Councilors Power, Churchill, Batey, and Parks** and **Mayor Gamba** voting “aye”. [5:0]

ORDINANCE No. 2112:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING THE MILWAUKIE MUNICIPAL

CODE (TITLES 14 SIGNS AND 19 ZONING), AND AMENDING THE ZONING MAP (FILE #ZA-2015-002).

Mayor Gamba read the State LUBA appeal information.

The group remarked on the conclusion of the three phases of the MFM project.

OTHER BUSINESS

A. Election of Council President

Mayor Gamba explained that the City Charter calls for the election of a Council President following a Council election and asked for Council President Nominations.

Councilors Parks and Power nominated Councilor Batey to serve as Council President, and **Council President Batey** expressed a willingness to serve.

It was moved by Councilor Parks and seconded by Councilor Power to nominate Council President Batey to serve as Council President. Motion passed with the following vote: Councilors Power, Churchill, Batey, and Parks and Mayor Gamba voting “aye”. [5:0]

B. Council Reports

Councilor Power provided an update on discussions regarding the regional wastewater governance structure and noted the process changes recommended to the Clackamas Board of County Commissioners (BCC). **Mayor Gamba** and **Councilor Power** commented on the role of the BCC in the governance of regional service districts.

Mr. Nieman provided updates on community mediation training and Neighborhood District Association (NDA) Leadership meetings. He reported that community feedback had been supportive of maintaining a printed version of the *Pilot* newsletter, and he noted that the website refresh project was in the vendor research phase.

Mr. Nieman and **Council President Batey** discussed meetings with the City of Portland regarding a Sunday Parkways event to be held in September 2016.

Mayor Gamba reported that the bridge in Riverfront Park had been closed for safety concerns and that the City was working on a solution. He thanked those who participated in the recent Umbrella Parade, noted the availability of sandbags, and encouraged participation in the leaf drop-off program. He announced the Winter Solstice and Christmas Ships viewing event, and City closures during the holidays.

Councilor Parks announced the holiday open house at the Milwaukie Museum.

ADJOURNMENT

It was moved by Council President Batey and seconded by Councilor Parks to adjourn the regular session. Motion passed with the following vote: Councilors Power, Churchill, Batey, and Parks and Mayor Gamba voting “aye.” [5:0]

Mayor Gamba adjourned the Regular Session at 7:42 p.m.

Respectfully submitted,

Scott S. Stauffer, Administrative Specialist II



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STUDY SESSION
DECEMBER 17, 2015
City Hall Conference Room

Mayor Gamba called the Study Session to order at 6:00 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill (arrived at 6:35 p.m.), Wilda Parks, and Karin Power

Staff Present: Assistant to the City Manager Mitch Nieman, City Recorder Pat DuVal, Public Works Director Gary Parkin, Facilities Maintenance Coordinator Willie Miller, Stormwater/Streets Supervisor Kenny Hill, Water/Wastewater/Fleet Supervisor Ronelle Sears, and Human Resources Director Gary Rebello

Facilities Division Report

Mr. Parkin provided an update on Facilities Division activities and projects.

Mr. Miller noted that due to the heavy rains, work had not begun on the reroof.

Mr. Parkin described that about half of the work performed by the two City staff members was done toward preventative maintenance.

The group discussed some of the work orders, such as unlocking buildings for meetings. **Mr. Parkin** noted that a solution would be to add Staff or reduce workload.

Mr. Miller provided a brief history of the Facilities Department. He explained and discussed a graph illustrating facility work orders over a year, which was a fairly normal breakdown. He reiterated that preventive maintenance took up about half the work load and there were many components to the buildings that needed upkeep.

Mr. Miller explained that the two Facility staff members shared the responsibility of being on call 24/7. He noted that Facilities was also responsible for moving the event trailer. **Mr. Parkin** explained that the primary focus was to limit overtime hours. **Councilor Power** noted certain tasks could be delegated out to someone else. **Mr. Miller** discussed liabilities involved with having people other than Staff perform tasks.

Mayor Gamba asked for a list of tasks that did not require the skills of the Facilities personnel and the number of hours involved. **Councilor Power** noted the possibility of departments being cross-trained.

Mr. Miller said the biggest challenge was resources, be it people, money, or time. Being able to react quickly to requests was important. One strategy would be to contract out some of the work, which would have an impact on the budget. Another strategy was to defer preventive maintenance, but that resulted in more costs later. He discussed keeping buildings at optimal design to consume less energy.

Council President Batey asked if Mr. Miller tracked how much time it took to work on systemic things, like the HVAC (heating, ventilation, and air conditioning) unit, and had prioritized items that would be the most important to replace.

Mr. Miller replied that the HVAC had the greatest number of requests. He discussed that the HVAC system was an example of how deferred maintenance did have an impact. **Mr. Parkin** discussed issues with planning and coordination and explained how there was no time to plan ahead. He discussed the roofs at PSB and City Hall.

Council President Batey asked if there could be trainings in the City buildings related to simple maintenance tasks. **Mr. Miller** responded that there were issues related to

workers compensation in having Staff from outside Facilities doing maintenance. He also discussed safety and did not wish to put people at risk.

Mr. Parkin noted the possibility of educating Staff about how the HVAC functions. The group discussed the HVAC in the Council Chambers and **Mr. Miller** explained the challenges involved.

Mr. Parkin discussed succession planning for Mr. Miller's retirement. The plan was to have a written transition plan and overlap of a new coordinator.

Mr. Parkin showed a site plan of 40th Avenue and Harvey Street and explained the layout of the site, along with possible future uses. **Mr. Miller** commented on the benefits of moving the Facilities department into the old fire station at 40th and Harvey. **Mayor Gamba** and **Councilor Parks** commented on the benefits of such a move.

Mr. Parkin briefly commented on the space assessment studies that had been done in the past. **Councilor Parks** suggested an update that showed projects that had been completed and projects still in progress. **Mr. Miller** pointed out that the buildings were listed in "good" condition when the space studies were done around 2009, but with the note that if the buildings were not maintained, then the condition could go down to "fair" in the next 10 years. He felt that Facilities was maintaining a good rating on the buildings.

Mr. Miller discussed the Energy Trust of Oregon (ETO) and low cost loans to make improvements. The City had been committed to energy efficient projects for many years, and it was a primary focus for the Facilities Division. **Mr. Parkin** explained that the ETO selected Milwaukie as a member of the Strategic Energy Management (SEM) program that had many benefits and partners.

Public Works Utilities Report

Mr. Parkin provided a background on the Public Works Departments.

Mr. Hill discussed the Street Division, the work the crews perform, and the challenges involved. He discussed the benefits of the recently purchased crack sealer. He discussed the Street Surface Maintenance Program (SSMP) related to the concerns from residents about repaving local streets.

Mayor Gamba asked for an estimate of how much it would cost to repair the streets, and **Mr. Parkin** said it would be about \$33 million. **Mr. Parkin** said a more realistic number could be half that cost, utilizing newer strategies to repair roads. **Mayor Gamba** asked for three numbers: the cost according to conventional wisdom, the cost taking new methods into account, and the SSMP budget.

Mr. Hill discussed bringing in new methods to help repair and restore asphalt in the future. He explained the issues related to water on the roads. He also discussed using the street sweeping fund to buy sweepers and have a designated street sweeping staff person that would have an established route.

Ms. Sears discussed the dedicated crews. She explained the budget and touched on upcoming projects for the departments, including the repainting of the elevated tank at Water Tower Park. She explained the Cross Connection Program and the request for a new full-time employee to take over that work from the Water Quality Coordinator.

Mayor Gamba asked how much it would cost to service additional residential areas which currently lie outside the City. **Mr. Parkin** discussed annexation.

Ms. Sears reported that the City's water quality was rated as "outstanding" during a recent State inspection, and the City has been moved to a 5 year inspection schedule instead of the 3 year schedule. She gave credit to the dedication of the crews and all their hard work.

Mr. Hill discussed the Storm Department and the new vector truck. He explained dry wells and the impact of heavy rains on the City, noting many dry wells were at capacity.

The group discussed issues and possible solutions to flooding. **Council President Batey** and **Ms. Sears** discussed sewer laterals.

Ms. Sears provided an overview of the Fleet Department.

City Manager Recruitment Process

Mr. Rebello provided the report on the City Manager Recruitment process; the City could do a sole source appointment or get three proposals to choose a recruitment firm. He discussed the benefits of hiring a recruitment firm to manage the process and reviewed a partial list of possible firms, noting the fees were similar and timelines were approximately the same. He commented on the public involvement element.

Council President Batey did not feel she needed to be involved in a subcommittee to select the firm. She understood that Prothman had a stable of candidates.

Mayor Gamba did not feel a Request for Proposal (RFP) was necessary. **Councilor Power** did not feel she needed to evaluate RFPs.

The group discussed the overlap with Mr. Monahan and updating the City Manager job description. **Mr. Rebello** said he would send out the job description and noted that all job descriptions were available online.

Management / Non-Represented Compensation Study

Mr. Rebello discussed an adjustment that could be done to put non-represented positions within plus or minus 5 percent with other jurisdictions. He provided information on positions and noted they were not within the market average. He thought it might worthwhile to have a consultant to provide a recommendation to avoid any conflict of interest. The consultant cost would be about \$5,000 to \$7,000. He wanted some assurance that Council wanted to really make the adjustment that would cost about \$80,000 to \$100,000 annually.

Councilor Churchill thought the annual increases would be worth the cost. **Councilor Power** was in favor and did not wish to be involved in the selection of the consultant.

Clackamas Cities Association (CCA) Dinner Discussion

Mr. Nieman provided an update to Council and discussed possible locations for the CCA dinner, including Bob's Red Mill and Breakside Brewery. The group noted that Bob's Red Mill would be preferred if the space was large enough. **Mr. Nieman** would check the capacity and get back to Council. The group noted other alternatives.

Neighborhood District Association (NDA) Leadership Meeting Discussion

Mr. Nieman noted the NDA Leadership Meeting was scheduled for January 27th and discussed confirmed and potential speakers and topics.

Mayor Gamba adjourned the Study Session at 9:01 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II



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WORK SESSION
JANUARY 5, 2016
City Hall Conference Room

Mayor Gamba called the Work Session to order at 4:00 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power

Staff Present: City Manager Bill Monahan, City Recorder Pat DuVal, Assistant to the City Manager Mitch Nieman, Finance Director Casey Camors, Public Works Director Gary Parkin, Planning Director Denny Egner, Engineering Director Chuck Eaton, and Community Development Director Alma Flores

City Council Photo Shoot

The Council participated in a group photo shoot.

Mayor Gamba recessed the Work Session at 4:15 p.m. and announced that Council would meet in Executive Session pursuant to Oregon Revised Statute (ORS) 192.660(2)(h) to consult with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.

Mayor Gamba reconvened the Work Session at 5:04 p.m.

Municipal Court Judge Update

Municipal Court Judge Kimberly Graves discussed dress codes in other jurisdictions and the appropriate amount of respect in courtroom sessions. She liked the policy of requiring people to dress appropriately, and if they were deemed inappropriately dressed, to work with staff on how to proceed, with options to reschedule, change plea with some reduction possible, or wait until the end of the arraignment. She felt that waiting until the end of the session was a good compromise.

The City Council was in agreement with the compromise.

Municipal Court Judge Kimberly Graves discussed the trial court rules related to TriMet citations. She explained the trial court rules would move forward to be adopted on February 1, 2016, and could be amended if necessary.

The group discussed that the Municipal Court updates to Council would be quarterly.

Kellogg Good Neighbor Committee (KGNC) Update

Mr. Parkin and Committee members **Gary Klein** and **Charles Bird** presented the annual KGNC update to Council. **Mr. Parkin** provided an amended work plan prepared by Mr. Bird. **Mr. Parkin** highlighted projects from the past year, including the landscaping project, the \$1 million funding for Riverfront Park Phase II, and the enhancement of Kellogg Park with benches and lighting. The odor study was completed at the end of last year, and KGNC was working to push aeration basins up on the priority list.

Councilor Power discussed projects that were prioritized to ensure plant operation. The closure of the bridge was not causing operational issues.

Mr. Parkin commented on the good relationship with Water Environment Services (WES) and the involvement of Milwaukie elected officials.

Mayor Gamba commented on item 3 related to path lighting. **Mr. Bird** discussed some options on the master plan to move the pathway. Right now, KGNC was looking at the existing path, and would not make a recommendation to Council until the odor control was resolved and Kronberg Park improvements finished. **Mr. Parkin** commented on the type of lighting being considered.

Mr. Bird explained that the trees that died were under warranty, but there were trees that a beaver took and some that seemed to disappear which would not be covered by insurance. The group did not have the as-builts to verify the tree locations.

The group discussed the benches and the pads that had already been installed. **Council President Batey** discussed a large muddy patch and commented on the options for the pathway that would need better drainage.

Recreational Marijuana Regulation

Mr. Egner was looking for general direction to draft a proposal to take to the Planning Commission for a public hearing followed by City Council public hearings. The change was about recreational marijuana, not medical. Milwaukie currently had one dispensary, and there was a lot of interest in the topic from the public. In the staff report, Mr. Egner listed some questions to start crafting regulations. The first question was whether the City should apply the same basic rules for medical dispensaries to the recreational stores. The State was not requiring recreational facilities to be separated by 1,000 ft.; Milwaukie had several options. In addition, the City currently did not allow colocation of any business with medical marijuana. This needed clarification, for example, did that include processing with retail or grow site with processing? He discussed different approaches to take when tackling these issues.

Council consensus was that the 1,000 ft. separation was a good idea. **Council President Batey** liked the 1,000 feet separation from parks. **Councilor Power** was concerned about residential zones; she liked the City of Ashland's model. **Mr. Egner** preferred preparing a draft for a public hearing and then going from there.

Mayor Gamba commented that it made sense to allow grow and processing in the same space. **Mr. Egner** stated no grow sites were currently allowed in manufacturing zones, and he discussed the tax allowances. He noted that the City probably needed to make some reasonable methods to allow grow sites. **Councilor Power** was okay with grow sites and small retail together noting it was similar to breweries.

Mr. Egner discussed a table in the staff report that showed the only place the City could allow grow sites was as a conditional use in the General Commercial and Industrial zones. Milwaukie did not have any agricultural zones.

Mayor Gamba asked about requiring standards for grow sites. **Mr. Egner** replied that the standards had to be reasonable; nuisance concerns like smell could be included. He was not certain about renewable energy or other requirements.

Council President Batey would not like to see much square footage go to a grow sites.

Mayor Gamba was interested in number of jobs created and wages. He did not want to create an odor nuisance.

Council President Batey did not want to make these decisions before the study was done on the North Milwaukie Industrial Area (NMIA).

Mr. Egner understood the odor concern and the need for a buffer for grow sites and processing from residential areas.

Council President Batey was concerned about a higher better use of industrial land and the potential for crime.

Councilor Power wanted to go for a small tax. **Mayor Gamba** suggested putting it on the ballot in November. The group discussed taxes and how much could be collected.

Mr. Egner recapped that there was support for 1,000 ft. separation of recreational facilities, some interest in the separation from parks, and some interest in colocation. **Council President Batey** was concerned about scale and size.

Councilor Parks suggested a temporary moratorium in the NMIA but to allow it in other industrial areas.

Council directed Mr. Egner to draft options before going to the Planning Commission. Council supported the concept of a special business tax.

Mayor Gamba recessed the Work Session at 6:08 p.m. and reconvened the Work Session at 7:33 p.m.

Portland-Milwaukie Light Rail (PMLR) Project Close-Out Updates

Mr. Monahan discussed the close out of the PMLR project. He discussed the stormwater treatment obligation by TriMet and fees in lieu of construction (FILOC) to be added to the Capital Improvement Project (CIP). Traffic signal work was underway and involved the County, TriMet, and the railroad to address signal problems and acquire the hardware. Mr. Parkin would provide the status of the punchlist at the February 16, 2016, Work Session. The TriMet field office would close the first week of February.

Mr. Eaton provided information on the vehicle and pedestrian signals. The railroad crossing orders was the major issue upon which all parties had to agree in order to make a revision. The group discussed the signals and the changes that had been made.

Mr. Eaton discussed repair of the bridge. In-water work would not be allowed until after June, and there was no permanent fix for the bridge without working in the water. Costs had increased and the minimum was now at \$200,000.

Councilor Power suggested drafting a letter to the Oregon Marine Board (OMB) to provide an update. **Mr. Eaton** discussed public access and the cost benefit of repairing the bridge. There were still many issues to resolve. **Councilor Power** urged a letter to the Board of County Commissioners (BCC) to make them aware of the situation. This was a public safety risk and a blow to recreation and sports fishing.

Mr. Eaton would provide additional information at the first February meeting to help make a decision on next steps.

The group discussed bridge options and agreed on a letter to the BCC.

Neighborhood District Association (NDA) Leadership Meeting Discussion

Mr. Nieman announced the upcoming NDA leadership meeting on January 27, 2016, that included discussions on the new GIS web mapping software and the Sunday Parkways Event. There was also the possibility of discussing the future of the Street Surface Maintenance Program (SSMP).

Council agreed and commented on the benefits of discussing the SSMP with the NDA Leadership.

Mayor Gamba adjourned the Work Session at 8:00 p.m. and announced that Council would be going into Executive Session and would not be returning to open session.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II



MINUTES
MILWAUKIE CITY COUNCIL
www.milwaukieoregon.gov

REGULAR SESSION
JANUARY 5, 2016
City Hall Council Chambers

Mayor Gamba called the 2,213th meeting of the City Council to order at 6:18 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power

Staff Present: City Manager Bill Monahan, City Recorder Pat DuVal, City Attorney Dan Olsen, Assistant to the City Manager Mitch Nieman

CALL TO ORDER

Pledge of Allegiance.

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

None scheduled.

CONSENT AGENDA

It was moved by Council President Batey and seconded by Councilor Parks to approve the consent agenda as presented.

A. City Council Meeting Minutes:

1. November 3, 2015, Regular Session;
2. November 17, 2015, Work Session;
3. November 17, 2015, Regular Session;
4. November 19, 2015, Study Session; and
5. December 1, 2015, Work Session.

B. Resolution 1-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, designating the first and third Tuesday and the third Thursday of each month as the regularly scheduled City Council meeting dates, establishing the times of said meetings, and repealing Resolution No. 1-2015.

C. Resolution 2-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, designating *The Clackamas Review*, *The Oregonian*, and *The Daily Journal of Commerce* as the papers of record for the City of Milwaukie.

D. Oregon Liquor Control Commission (OLCC) Application – Clover Block, LLC – 11050 SE 21st Avenue – Change of ownership

E. Resolution 3-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, approving the award of a contract for the construction of 17th Avenue (Hwy 224 and 9515 SE 17th Avenue) Water System improvements Phase II to Weitman Excavation, Inc.

F. Board, Commission, and Committee Appointments:

1. Resolution 4-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Chip Addabbo to the Milwaukie Design and Landmarks Committee (DLC);
2. Resolution 5-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Scott Jones to the Milwaukie DLC;

3. **Resolution 6-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Edward Simmons to the Milwaukie Citizens Utility Advisory Board (CUAB);**
4. **Resolution 7-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing DeLon Lewis to the Milwaukie CUAB;**
5. **Resolution 8-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing John Henry Burns to the Kellogg Good Neighbor Committee (KGNC);**
6. **Resolution 9-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Chris Haberman to the Milwaukie Arts Committee.**

Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power and Mayor Gamba voting “aye.” [5:0]

AUDIENCE PARTICIPATION

Mayor Gamba noted there were no speaker registration cards.

Mr. Monahan reported that there was no follow up from the December 15, 2015, meeting.

PUBLIC HEARING

None scheduled.

OTHER BUSINESS

A. Local and Regional Committee Assignments and BCC Appointee Committee Administrative Changes

Mr. Nieman reviewed the proposed Mayor and Council assignments for the upcoming year. The group discussed Milwaukie Park and Recreation Board (PARB) participation on the North Clackamas Parks and Recreation District (NCPRD) District Advisory Board (DAB). **Councilor Parks** described the makeup of the DAB. The Council agreed not to change Milwaukie’s appointees at this time and to encourage PARB members to attend the DAB meetings and to apply for future vacancies.

Councilor Parks encouraged Council members to attend Rotary meetings when possible, as well as Chamber Public Policy Committee meetings and other networking events.

The group discussed filling the Oregon Passenger Rail position that had been held by Mayor Ferguson. **Mr. Monahan** said he believed it had been a gubernatorial appointment. Other discussion items included Kellogg for Coho and the Willamette Falls Locks Working Group.

Mr. Nieman said based on this input that he would prepare a resolution approving these assignments for the next Council meeting consent agenda.

Councilor Power noted she was on the Oregon Food Bank Advisory Committee.

Mr. Nieman provided a general list of upcoming BCC vacancies. The group discussed the BCC interview process and agreed that a member in good standing who was eligible for reappointment did not have to be interviewed. They discussed the roles of the BCC Chair and liaison in speaking with BCC members about attendance or involvement issues.

B. Ed Zumwalt Volunteer of the Year Award for 2015

Mr. Nieman proposed a timeline for Council consideration that included acceptance of nominations, selection of the winner, and award ceremony. Staff would begin working immediately on the online nomination form.

C. Council Reports

Mayor Gamba thanked American Legion Post 180 for its participation in the POW/MIA flag raising event. Other announcements included the availability of sandbags, the William Stafford Birthday Celebration at the Pond House on January 9, 2016, and the closure of City facilities on January 18, 2016, in honor of Martin Luther King Day.

ADJOURNMENT

Mayor Gamba announced that the City Council would continue its executive session pursuant to ORS 192.660(2)(h) to consult with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed. The City Council would not return to open session.

It was moved by Council President Batey and seconded by Councilor Power to adjourn the regular session. Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power and Mayor Gamba voting “aye.” [5:0]

Mayor Gamba adjourned the regular session at 7:31 p.m.

Respectfully submitted,

Pat DuVal, Recorder



MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 3. B.**
Meeting Date: **Jan. 19, 2016**

To: Mayor and City Council
Through: Bill Monahan, City Manager

Subject: **Contract for City Prosecutor Services**

From: Carla Bantz, Court Operations Supervisor

Date: January 7, 2016

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to execute a personal services agreement with Rhett Bernstein, Attorney at Law, for City prosecutor services. The term of the personal services agreement will be 2 years with option for two 2 year extensions to the contract.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

February 1, 2012 – A one year personal services agreement between Rhett Bernstein, Attorney at Law, and the City of Milwaukie was successfully negotiated after a formal request for proposal process.

February 19, 2013 – A one year second personal services agreement between Rhett Bernstein, Attorney at Law, and the City of Milwaukie was successfully negotiated in compliance with the City's Contract Review Board Rules.

December 16, 2014 – A one year second personal services agreement between Rhett Bernstein, Attorney at Law and the City of Milwaukie was successfully negotiated in compliance with the City's Contract Review Board Rules.

November 13, 2015 - The City initiated a request for proposal for City Prosecutor Services and subsequently received only one proposal.

BACKGROUND

Since 1903, the Milwaukie municipal government has operated a judicial branch to enforce local statutes and regulations. With the adoption of a new City Charter in 1944, a formal Municipal Court was established and the Office of the Municipal Court Judge was created as an independent entity appointed by the City Council.

The Municipal Court hears all cases relating to vehicle, building, development and municipal code. When a court defendant pleads not guilty to a violation and retains an attorney to represent them, the City is required to have the City's Prosecutor represent the City.

City Prosecutor duties include the following:

- Manage approximately 75 cases a year as assigned by the Municipal Court.
- Attend court session one day per month to conduct trials.
- Respond to discovery requests and pretrial motions.
- Maintain records of cases managed and report semi-annually to the Finance Director.

- Answer case questions from court staff and police department

The formal request for proposal process resulted in a single proposal. The proposal received was from Rhett Bernstein who has served the City well since 2012 and Staff believes that signing a new, longer term contract with Mr. Bernstein will benefit the City.

CONCURRENCE

Casey Camors, Finance Director

FISCAL IMPACTS

Compensation for City Prosecutor services of \$45,000 per year.

WORK LOAD IMPACTS

None

ALTERNATIVES

The City is required to have a prosecutor, however if desired, the City could go out for another proposal if a different outcome is desired and anticipated.

ATTACHMENTS

1. Resolution
2. Personal Service Agreement
3. Copy of Request for Proposal



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, authorizing the City Manager to sign a Personal Service Agreement with Rhett Bernstein, Attorney at Law, for City Prosecutor Services

WHEREAS, the Municipal Court for the City of Milwaukie constitutes the City's judicial tribunal and hears cases arising under the Municipal Code, the Development Code, and the Oregon Vehicle Code; and

WHEREAS, the City of Milwaukie performed a request for proposal for City prosecutor services and

WHEREAS, one proposal was received and the contract was awarded to Rhett Bernstein, Attorney at Law for city prosecutor services.

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie, Oregon, directs the City Manager to sign a personal services contract with Rhett Bernstein, Attorney at Law effective February 1, 2016.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR CITY PROSECUTOR SERVICES**

THIS AGREEMENT made and entered into this 15th day of December, 2015 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and Rhett L. Bernstein, hereinafter called Contractor.

RECITALS

WHEREAS City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

WHEREAS City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective on February 1, 2016, and shall expire, unless otherwise terminated or extended, by January 31, 2018. The City reserves the right to extend the term of this agreement for two (2) two-year periods. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor not to exceed a monthly amount of three thousand seven hundred fifty dollars (\$3,750) for a total not to exceed forty-five thousand dollars (\$45,000) per year, and not to exceed \$500 per *de novo* trial, for performance of those services described in the Scope of Work. For services not described in the Scope of Work provision, the Contractor will bill the City on an hourly basis of \$150 per hour. Payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.
- I. Payment by City to Contractor for performance of services under this Agreement outlined above is earned when paid and is not deposited in the Contractor's trust account. The City's tender of funds vests interest in the funds to the Contractor immediately on deposit. Payment by City to Contractor for performance of services under this Agreement will not be deposited into the Contractor's trust account and the deposit of the payment by City to the Contractor for performance of services under this Agreement means that the funds are the sole property of the Contractor. If the City otherwise becomes dissatisfied and discharges the Contractor from further performance of services under this Agreement, the City may be entitled to a refund of all or part of the fee if the services under this Agreement for which payment was made are not completed by Contractor.

4. **OWNERSHIP OF WORK PRODUCT**

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

E. City requires that attorney services be provided without conflict by the attorney's representation of clients on matters contrary to City's legal interests. Thus, Contractor shall not engage services of other attorneys or other professionals who individually, or through members of a firm, represent one or more clients on matters contrary to City's interests.

Should Contractor, or a professional he or she has engaged, represent a client in a matter contrary to City's legal interests, Contractor shall promptly consult with the Finance Director or other designated official about the conflict. Contractor shall resolve the conflict to City's satisfaction within seven (7) days of consulting with the City official. Unresolved conflicts are grounds for termination of this agreement.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverage:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

- B. Professional Liability Insurance
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$1,000,000. Coverage procured through the Oregon State Bar Professional Liability Fund shall be sufficient to comply with this section.
- C. Additional Insured Provision
The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.
- D. Notice of Cancellation
There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to the City.
- E. Insurance Carrier Rating
Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- F. Certificates of Insurance
As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for City Prosecutor Services. The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.
- G. Independent Contractor Status
The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.
- H. Primary Coverage Clarification
The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.
- I. Cross-Liability Clause
A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor’s insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie
 Attn: Finance
 10722 SE Main Street
 Milwaukie, Oregon 97222

Business Phone: 503-786-7555
 Business Fax: 503-786-7528
 Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor’s liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City	Contractor
City of Milwaukie	Rhett L. Bernstein
Attn: Kelli Tucker, Accounts Payable	
10722 SE Main Street	Address: 1785 Willamette Falls Dr., Suite 4
Milwaukie, Oregon 97222	West Linn, OR 97068
Phone: 503-786-7523	Phone: 503-723-5566
Fax: 503-786-7528	Fax: 503-722-4549
Email Address: ap@milwaukieoregon.gov	Email Address: rlbernst@gmail.com

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days’ notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

Contractor may terminate this agreement at any time and without cause, by giving thirty (30) days' notice to City. If Contractor terminates this agreement, contractor shall observe Oregon State Bar Rule of Professional Conduct 1.16 in its entirety, with particular attention to not causing material adverse effect on City's interests, informing all pertinent courts of law about any withdrawals from representation.

Contractor shall transfer custody of all files to the City upon termination of this agreement, whether for cause or for no cause.

12. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee;

provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. EXTRA (CHANGES) WORK

Only the Finance Director, Casey Camors, may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. AUDIT

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

CITY OF MILWAUKIE

CONTRACTOR

Signature

William Monahan, City Manager
Printed Name & Title

Date



Signature

Rhett L. Bernstein, Attorney
Printed Name & Title

12/23/2015

Date

EXHIBIT A**Scope of Work (Services to be Provided)**

- Manage approximately 75 cases assigned by the Municipal Court that include, but are not limited to: vehicle code, building code, development code, and municipal code violations.
- Attend court session one day per month to conduct attorney-represented trials.
- Respond to discovery requests and pretrial motions, developing and utilizing, as much as possible, a blank form.
- Maintain record of cases managed and report semi-annually to the Finance Director those cases actively managed in the past six months.
- Consult with Finance Director and Court Operations Supervisor to discuss statistical information, such as number of cases handled, outcomes, or time spent on cases. Draft a report semi-annually with content and format at direction of Finance Director.
- Answer case questions from client (usually from court staff and police department).
- Conduct De Novo trials at the state courts as needed.

Performance Expectations Not Identified Elsewhere in this Scope of Work

- **Attendance and dependability:** Contractor will report to court at scheduled times; will return phone calls and emails within 24 hours; will work conscientiously, accurately, and thoroughly.
- **Proper attire:** Contractor will observe Uniform Trial Court Rule 3.010 and wear court-appropriate attire during all appearances in Municipal Court and any non-appearance work task that may take place on City of Milwaukie government premises.
- **Preparation:** Contractor will interview and subpoena all necessary witnesses; conduct pretrial negotiation and site visits, where necessary; prepare exhibits; and conduct any necessary legal research and drafting. Documents needing court signature will be prepared in advance whenever possible.
- **Communication:** Contractor must create professional written correspondence and keep file copies of correspondence, either in paper or electronic format.
- **Oregon State Bar Statement of Professionalism:** Contractor is expected to abide by the Statement of Professionalism adopted by the Bar, available at this link and incorporated by reference: <http://www.osbar.org/docs/forms/Prof-ord.pdf>



Request for Proposals

for

City Prosecutor Services

Issue Date: **November 10, 2015**

Proposal Due Date: **December 1, 2015** at 5:00PM

City of Milwaukie
Finance Department
10722 SE Main Street
Milwaukie, OR 97222
(503) 786-7555

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Request for Proposals

City of Milwaukie—City Prosecutor Services

The City of Milwaukie (City) is seeking proposals from qualified and experienced attorneys to provide legal services to the City as the City Prosecutor. The City is interested in receiving proposals from attorneys with knowledge of municipal law and processes, as well as trial practice knowledge, to perform the duties of the City Prosecutor. The City's objective is to enter into a Personal Services Agreement that will provide these comprehensive services.

The City operates a Council-Manager form of government under authority of a city charter. The Municipal Court for the City of Milwaukie constitutes the City's chartered judicial tribunal and hears cases arising under the Municipal Code, the Development Code, and the Oregon Vehicle Code. The Municipal Court does not, at this time, try misdemeanors; however, this may change in the future.

The Request for Proposal documents may be obtained at <http://bids.milwaukieoregon.gov/>.

Successful proposers will be asked to sign a Personal Services Agreement with the City. A sample agreement is attached for reference and is considered part of the RFP documents. The City will require specific levels of insurance, a Milwaukie business registration, and a tax identification number. Proposers must evaluate this agreement and by submitting a proposal thereby agree with the terms and conditions contained therein unless written objections are included as an addenda to the proposal. The City will review the content of any such objection in the proposal evaluation process. Objections after the awarding of the contract will not be considered and are ground for subsequent denial of the contract.

Proposals shall be submitted either in a sealed envelope or by email plainly identifying the RFP and contractor's name and address. Proposals shall be delivered to City of Milwaukie, Carla Bantz, Finance Department, 10722 SE Main Street, Milwaukie, OR 97222 or emailed to bantzcz@milwaukieoregon.gov.

Proposals will be received until 5:00PM on **Tuesday, December 1**, 2015 for the purpose of selecting an attorney to provide City Prosecutor services. Proposals received after the 5:00PM deadline will not be considered and will be returned unopened to the proposer(s).

For additional information regarding this RFP, please contact Court Operations Supervisor, Carla Bantz, at (503) 786-7531 or by email at bantzcz@milwaukieoregon.gov. The City of Milwaukie reserves the right to reject any and all proposals or to negotiate individually with one or more contractors, and to select one or more contractors if determined to be in the best interest of the City.

Dated this 10th day of November 2015.

SECTION 2: GENERAL INFORMATION

2.1 Introduction and Background

The City of Milwaukie is seeking proposals from qualified attorneys to provide legal services to the City as the City Prosecutor.

The City's current City Prosecutor, Rhett Bernstein, has been under contract since February 2012. The City is required to follow a competitive bid process under Local Contract Review Board rule 70.017(A) to continue City Prosecutor services and execute a new contract.

2.2 Issuance of Request for Proposals Documents

The Request for Proposal (RFP) documents may be obtained at no cost from the City of Milwaukie website at <http://bids.milwaukieoregon.gov/>.

Court Operations Supervisor, Carla Bantz, is the sole point of contact for all questions, concerns, and protests related to this RFP. She can be reached at 503-786-7531 or by email at bantzc@milwaukieoregon.gov.

2.3 Submission for Proposals

Sealed proposals shall be submitted by 5:00PM, **Tuesday, December 1**, 2015 in pdf format via email, in person, or by U.S. Postal Service to:

Carla Bantz
City of Milwaukie
Finance Department
10722 SE Main Street
Milwaukie, OR 97222
bantzc@milwaukieoregon.gov

If proposals are submitted in-person or by U.S. Postal Service, each Proposer must provide one complete copy of their proposal in type-written format sealed in an envelope plainly identifying requested services and proposer's name and address. If submitted via email, the proposal shall be in pdf format. Proposals shall be addressed and submitted to the above location by the deadline. Phone and facsimile proposals will not be accepted. There will be no formal opening of bids.

2.4 Schedule of Events

The City anticipates the following general timeline for receiving and evaluating the proposals and selecting a contractor for City Prosecutor services. This schedule is subject to change if it is in the City's best interest to do so.

- | | |
|--|---------------------------|
| • Request for Proposal Release | November 10, 2015 |
| • Deadline for Clarifications/Questions/Changes to RFP | November 19, 2015, 5:00PM |
| • Deadline for Protests of RFP | November 23, 2015, 5:00PM |
| • Proposals Due | December 1, 2015, 5:00PM |
| • Interviews | TBA |

- Evaluations of Proposals and Interviews Complete December 18, 2015
- Posting of Notice of Intent to Award December 21, 2015
- Deadline for Protests of Award December 28, 2015, 5:00PM
- City Council hearing January 19, 2015
- Notice of Award January 20, 2015
- Commencement of Personal Services Agreement February 1, 2016

2.5 Changes to the Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addenda. Addenda shall be sent to all prospective proposers known to have obtained the solicitation documents at the time addenda is issued.

Proposers should consult the City’s Bid Management System (<http://bids.milwaukieoregon.gov/>) regularly until the proposal due date and time to assure that they have not missed any addendum announcements. By submitting a proposal, each Proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information.

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth in Subsection 2.3. The request must specify the provision of the RFP in question, and contain an explanation of the requested change. All requests for changes to the RFP must be submitted to the City no later than the date set forth in Subsection 2.4.

The City will evaluate any request submitted, but reserves the right to determine whether to accept the requested change. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP. All addenda shall have the same bidding effect as though contained in the main body of the RFP. Written or oral instructions or information concerning the scope of work of the project given out by anyone other than Carla Bantz shall not bind the City.

No addenda will be issued later than the date set in Subsection 2.4, except an addendum, if necessary, postponing the date for receipt of proposals, withdrawing the invitation, modifying elements of the proposal resulting from delayed process, or requesting additional information, clarification, or revisions of proposals leading to obtaining best offers or best and final offers. Each Proposer is responsible for obtaining all addenda prior to submitting a proposal. Receipt of each addendum shall be acknowledged in writing as part of the proposal.

2.6 Confidentiality

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the proposals for which Proposer requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the Proposer requests exception from disclosure. Proposer shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the City as a result of this RFP. Proposer should not mark the entire proposal document “Confidential.”

2.7 Cancellation

The City reserves the right to cancel contract award for City Prosecutor Services at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of contract award.

2.8 Late Proposals

All proposals that are not received by the proposal due date in Subsection 2.4 will not be considered and will be returned unopened to the Proposer(s). Phone and facsimile proposals will not be accepted. Delays due to mail and/or delivery handling, including, but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the proposal to the correct location by the proposal due date.

2.9 Disputes

In case of any doubt or differences of opinion as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

2.10 Proposer's Representation

Proposers, by the act of submitting their proposals, represent that:

- A. They have read and understand the proposal documents and their proposal is made in accordance therewith;
- B. They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
- C. Their proposal is based upon the requirements described in the proposal documents without exception, unless clearly stated in the response;
- D. No officer, agent, or employee of the City of Milwaukie has a pecuniary interest in the proposal or has participated in contract negotiations on the City's behalf; that the proposal is made in good faith; and that the proposer is competing solely on his or her own behalf, or on behalf of a law firm, and the proposer has no connection to an unlisted lawyer or law office; and
- E. The proposer has reviewed Oregon Rules of Professional Conduct 1.7 through 1.11 and certifies that accepting a contract under this RFP will not present a conflict of interest with a current or past client.

2.11 Conditions of Submittal

By the act of submitting a proposal in response to this RFP, the Proposer certifies that:

- A. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or part by the City, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.

- B. The Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer shall accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- C. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- D. The Proposer has quality experience providing legal services in a capacity similar to the duties outlined within the scope of services.

2.12 Proposer Requests Interpretation of RFP Documents

Proposers shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the proposal documents. Proposers requiring clarification or interpretation of the proposal documents shall make a written request for the same to Court Operations Supervisor, Carla Bantz.

The City shall make interpretations, corrections, or changes to the proposal documents in writing by published addenda in accordance with Subsection 2.5. Interpretations, corrections, or changes to the proposal documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes.

2.13 Proposer Requests for Additional Information

Requests for information regarding City services, programs, or personnel, or any other information shall be submitted in writing to Court Operations Supervisor, Carla Bantz, prior to the deadline to request additional information stated in Subsection 2.4.

The City shall respond to requests for additional information in writing by published addenda in accordance with Subsection 2.5. Responses to requests for additional information made in any other manner will not be binding.

2.14 Competition

Proposers are encouraged to comment, either with their proposals or at any other time, in writing, on any specification or requirement with this RFP, which the Proposer believes, will inordinately limit competition.

2.15 Complaints and Inequities

All complaints or perceived inequities related to the RFP or award of work referenced herein shall be in writing and directed to Court Operations Supervisor, Carla Bantz. Such submittals will be reviewed upon receipt and will be answered in writing.

2.16 Cost of Request for Proposals and Associated Responses

The City is not liable for any costs incurred by a Proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a Proposer in protesting the City's selection decision.

2.17 City Requests for Clarification, Additional Research, & Revisions

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the proposal.

The City may obtain information from any legal source for clarification of any proposal or for information of any Proposer. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of the responsible Proposer. Information may include, but shall not necessarily be limited to current litigation and contracting references. All such documents, if requested by the City, become part of the public records and may be disclosed accordingly.

The City reserves the right to request revisions of proposals after the submission of proposals and before award for the purpose of obtaining best offers or best and final offers.

2.18 Rejection of Proposals

The City reserves the right to reject any or all Proposals received as a result of this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

- A. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
- B. Failure of the Proposer to submit a proposal in the format specified herein.
- C. Failure of the Proposer to submit a proposal within the time requirements established herein.
- D. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the proposal process.

The City may reject any proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City that it is in the public interest to do so.

2.19 Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the proposer for 60 calendar days following the time and date designated for the receipt of proposals. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the proposal due date. Such notice shall be in writing over the signature of the Proposer and submitted to Court Operations Supervisor, Carla Bantz. All such communication shall be so worded as not to reveal material contents of the original Proposal.

Withdrawn proposals may be resubmitted up to the proposal due date and time, provided that they are then fully in conformance with the RFP.

2.20 Proposal Ownership

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502. Unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, the City shall make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

2.21 Duration of Proposal

Proposal prices, terms and conditions shall be firm for a period of at least 60 days from the proposal due date. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the 60-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

2.22 Affirmative Action/Nondiscrimination

By submitting a proposal, the Proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, the Proposer specifically certifies, under penalty of perjury, that the Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

SECTION 3: SCOPE OF WORK

3.1 Term of Service

The Personal Services Agreement resulting from this RFP shall be for a period of two (2) years, commencing February 1, 2016. The City shall reserve the right to extend the term of the contract for two (2) additional one (2) year periods.

3.2 Scope of Work

The selected proposer shall be responsible for the accurate, timely, and professional provision of legal services for the City as the City Prosecutor.

Specific Responsibilities

- A. Evaluate approximately 10-40 deferred traffic sentencing applications annually (application form may be viewed for reference at <http://www.milwaukieoregon.gov/municipalcourt/deferred-sentencing-program>).

- B. Conduct 40-50 attorney-represented violation trials annually. Violations include, but are not limited, to vehicle code, building code, development code, and municipal code.
- C. Attend court session one day per month to conduct attorney-represented trials.
- D. Respond to discovery requests and pretrial motions, develop and utilize as much as possible, a blank form.
- E. Document work on time sheets.
- F. Consult with Court Operations Supervisor and Finance Director to discuss statistical information, such as number of cases handled, outcomes, or time spent on cases. Draft a report every six months, with content and format at direction of Finance Director.
- G. Answer case questions from client (usually from court staff and Police Department personnel)

Performance Expectations

- A. Attendance and dependability
 - i. Report to court at scheduled time
 - ii. Return phone calls and emails within 24 hours
 - iii. Work conscientiously, accurately, and thoroughly
- B. Observe Uniform Trial Code rule 3.010 and wear court-appropriate attire during all appearances in municipal court and any non-appearance work tasks that may take place on City of Milwaukee government premises.
- C. Interview and subpoena all necessary witnesses, conduct pre-trial negotiation and site visits (where necessary), prepare exhibits, and conduct any necessary legal research and drafting. Documents needing court signature will be prepared in advance, when possible.
- D. Create professional written correspondence and keep file copies of correspondence, either in paper or electronic format.
- E. Abide by the Statement of Professionalism adopted by the Oregon State Bar, available at <http://www.osbar.org/docs/forms/Prof-ord.pdf> and incorporated by reference into this RFP.

SECTION 4: PROPOSAL AND PROPOSER REQUIREMENTS

4.1 Submittal of Proposals

If proposals are submitted in-person or by U.S. Postal Service, each Proposer must provide a complete copy of their proposal. All proposals must arrive at the issuing office on or before the proposal due date and time. A person who has been authorized to make such a commitment on behalf of the contractor must sign the proposals. Proposals shall be sealed in an envelope, plainly identifying requested services and proposer's name and address and addressed and delivered to the issuing office. If submitted via email, the document shall be addressed and delivered as identified in Subsection 2.3.

4.2 Proposer Requirements

Any person submitting a proposal must meet the following minimum requirements:

Professional

- A. Juris Doctorate degree from an accredited law school
- B. Active member of the Oregon State Bar, in good standing with no pending or unresolved disciplinary matters
- C. Carry valid insurance coverage under the Professional Liability Fund

Experience

- A. At least 1-3 years practice of law
- B. At least three (3) trial experiences desired (meaning conduct of a jury trial, or observing all phases of a jury trial from voir dire to verdict)

Knowledge

- A. Principles and practices of Oregon municipal law, including:
 - i. Photo radar statutes and case law
 - ii. Oregon vehicle code
 - iii. Council-Manager form of government
 - iv. Administrative procedures and practices
 - v. Knowledge of building codes and land use law
- B. Oregon violations procedure and criminal procedure
- C. Court rules, including evidence, trial court rules, supplemental local rules, and civil procedure
- D. Familiarity with Oregon State Police administrative rules and processes
- E. Familiarity with Department of Motor Vehicles rules and procedures, such as license suspension and revocation, contested case hearings, and vehicle registration

Skills

- A. Ability to establish and maintain professional working relationships with defense attorneys, City employees, Police Department personnel, Code Enforcement personnel, City officials, and the public
- B. Draft reasoned memoranda in support of motions
- C. Develop reasoned, persuasive arguments, and orally present the same in court
- D. Analyze and apply legal precedent
- E. Negotiate violation cases on terms in the public interest

- F. Create and deliver legal advice in oral and written form to City employees
- G. Acquire and utilize case calendaring system to time meet deadlines
- H. Maintain strict confidentiality of oral and written communications, including that of Law Enforcement Data System (LEDS) printouts
- I. Communication by email is required to meet the City's ongoing efforts to establish a paperless work environment

4.3 Proposal Format

Proposals shall be type-written with body text consisting of a 11 or 12-point font. Proposals shall be printed double-sided. The City requests that submittal materials contain post-consumer recycle content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled, such as PVC binder, spiral bindings, and plastic or glossy covers or dividers. One page is considered to be one side of a single 8 ½" x 11" sheet.

Proposals being submitted electronically must be in pdf format.

4.4 Proposal Requirements

Proposals should contain no more than three (3) pages of written material, excluding the transmittal letter and resumes or other biographic material (which instead may be included as an appendix). All proposals submitted in response to this Request for Proposal must include the following:

- A. **Transmittal Letter.** Identify yourself or firm, and indicate the proposal is valid for 60 days.
- B. **Approach to Scope of Work.** Indicate the work approach and the tasks you can perform for each element of the scope of work, including an estimated number of hours spent for each task.
- C. **Performance Expectations, Experience, Knowledge and Skills.** Indicate how you meet the performance expectations, experience, knowledge, and skills listed in Section 3.2 and 4.2 in connection with this position.
- D. **Entity and Nature of Practice.** Describe the entity under which you practice law (i.e., sole practitioner, member of a firm). If member of a firm, list how many attorneys currently practice there. Identify the main areas of law in which you practice.
- E. **Cost and Budget.** Prepare the cost you propose charging for being awarded this contract. Please indicate whether you propose an hourly rate or a "flat fee" for these services. Requested expenses should also be included.
- F. **Law Office Technology and Paperless Work Environment.** The City actively explores efforts to reduce paper and to substitute electronic documents for paper documents. Identify any software technology that you currently use in connection with your practice. Describe any components that currently further a paperless work environment, or that you plan to implement within the next 12 months. Describe any law-related technology on which you have been trained, even if the technology is not presently used.

- G. **Attachment "A"** is the Personal Services Agreement. Each Proposer must evaluate this contract form and by submitting a proposal thereby agree with the terms and conditions contained therein unless written objections are included as an addenda to the contract within the proposal. The City will review the content of any such objection in the proposal evaluation process.
- H. **Supplemental Material.** Materials and data not specifically requested for consideration may be included as supplemental information.
- I. **Addenda.** All Proposers shall submit all Addenda of this RFP as part of the proposal. Receipt of each Addendum, if any, shall be acknowledged by the Proposer by signing in the appropriate designated location. Each Proposer shall ascertain, prior to submitting a proposal, that the proposer has received all Addenda issued by the City.

4.5 No Proposal

If a Proposer cannot meet a service requirement, then the term "No Proposal" should be entered on the proposal form for that specific requirement. In the case of a "No Proposal" response, the Proposer must offer an equivalent alternative service.

4.6 Protest Procedures for Proposal Requirements

Any and all complaints regarding this solicitation must be presented in writing no less than seven (7) calendar days prior to the proposal due date, as identified in Section 2.4. The City will address all timely submitted protests within a reasonable time following the City's receipt of the protest and will issue a written decision to the protesting Proposer. Protests shall be addressed as follows:

Carla Bantz
City of Milwaukie
Finance Department
10722 SE Main Street
Milwaukie, OR 97222
bantzc@milwaukieoregon.gov

Protests must include:

- A. The identity of the Proposer;
- B. A clear reference to this RFP;
- C. Reason for the protest;
- D. Proposed changes to the RFP provisions and/or statement of work; and
- E. All required information as described in ORS 279B.405(4).

Protests that do not include the required information will not be considered by the City.

SECTION 5: PROPOSAL SELECTION AND EVALUATION

5.1 General Information

Each proposal will be judged on its completeness and quality of its content. The City reserves the right

to reject any and all proposals and is not liable for any cost the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City.

5.2 Selection Review Committee

The Selection Review Committee will be comprised of at least four members. The role of the Selection Review Committee is to evaluate the proposals submitted and make a recommendation of award to City Council.

Scoring will be completed as listed in Section 5.3. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process.

5.3 Scoring and Evaluation Criteria

The Selection Review Committee shall evaluate the qualifications and content of responsive and responsible proposers and select at least three (3) prospective individuals or firms whose proposals evidence the highest level of qualification. These individuals or firms will then be interviewed in person by the Selection Review Committee. Should fewer than three (3) proposals be received, then each prospective proposer submitting a proposal that meets minimum requirements will be interviewed. The City intends to negotiate a Personal Services Agreement with the Proposer whose proposal is deemed to be most advantageous to the City.

5.4 Ranking of Proposals

Proposals will be ranked by the Selection Review Committee based on evaluation of responses with the first-ranked Proposal being that Proposer which is deemed to be the most qualified and fully able to perform the services, and the second ranked Proposal being the Proposer next most qualified, all in the sole judgment of the Selection Review Committee.

Any Proposal in response to this RFP shall be considered de facto permission to the City to disclose the results, when completed, to selected reviewers at the sole discretion of the City.

5.5 Proposal Rejection

The City reserves the right to:

- A. Reject any and all proposals not in compliance with all public procedures and requirements;
- B. Reject any proposal not meeting the specifications set forth herein;
- C. Waive any or all irregularities in proposals submitted;
- D. Award any or all parts of any proposal; and
- E. Request references and other data to determine responsiveness.

5.6 Intent of Award

Upon evaluation and ranking of the proposals submitted, the City will provide written notice of its intent to award the contract to the contractor who best meets the overall needs of the City.

The Finance Director, Casey Camors, will make a recommendation to City Council, who acts as the Local Contract Review Board. City Council will accept or reject the recommendation to award the contract.

5.7 Protest of Award

In accordance with the City's Local Contract Review Board rule 30.135, any adversely affected or aggrieved proposer has seven (7) calendar days from the date of the written notice of award to file a written protest, as identified in Section 2.4.

SECTION 6: CONTRACT REQUIREMENTS

6.1 Contract Negotiation

The City reserves the right to negotiate final terms of a Personal Services Agreement as the City determines to be in its best interest.

The City will negotiate the agreement once the Selection Review Committee has chosen the top-ranked Proposer. If the City cannot come to terms with the top-ranked Proposer, the City will enter into negotiations with the second-ranked Proposer. This process will continue until the City reaches an agreement which the City deems appropriate for the services.

6.2 Contract Award

The award of a contract is accomplished by executing a written Personal Services Agreement that incorporates the Proposer's proposal, clarifications, addenda, additions, and insurance. All such materials constitute the contract documents.



MILWAUKIE CITY COUNCIL
STAFF REPORT

RS 3. C.
Jan. 19, 2016

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: Comcast Franchise Agreement Extension

From: Casey Camors, Finance Director

Date: January 19, 2016

ACTION REQUESTED

Adopt a resolution authorizing the Mayor to sign a franchise extension agreement with Comcast extending the term of the current Comcast cable franchise to January 31, 2017.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

July 2012 – the City’s Comcast franchise agreement expired.

October 2011 - City Council adopted a resolution extending the Comcast franchise agreement to January 31, 2014.

January 2014 - City Council adopted a resolution extending the Comcast franchise agreement to January 31, 2016.

BACKGROUND

The City’s current Comcast franchise agreement extension will expire on January 31, 2016. Staff has been pushing to start negotiations with Comcast over the past year but only recently engaged with Comcast on the agreement. Additionally, the City initiated the recruitment of a Right-of-Way and Contract Coordinator position in November of 2015 which is expected to conclude at the end of January. The individual that fills this position will be primarily responsible with negotiating all City franchise agreements.

The Comcast franchise agreement is one of the City’s largest and most complex franchises, and negotiations may be extremely complex. In order to ensure a high quality and mutually agreeable franchise agreement with Comcast, it is most prudent to wait until the new position is filled, and a highly qualified and experienced individual is available to finish up the negotiations.

To ensure seamless operation under the existing franchise agreement until a new agreement is adopted, City staff recommends extending the current franchise agreement another year. In order to extend the agreement, City Council may adopt a resolution and approve the franchise extension agreement extending to January 31, 2017.

CONCURRENCE

Comcast has agreed to the proposed extension.

FISCAL IMPACTS

None.

WORK LOAD IMPACTS

None.

ALTERNATIVES

Deny approval of the resolution and direct staff to take a different course of action.

ATTACHMENTS

1. Resolution
2. Franchise Extension Agreement



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon, authorizing the Mayor to sign a Franchise Extension Agreement with Comcast, extending the term of the current Comcast Cable Franchise to January 31, 2017.

WHEREAS, the Comcast cable franchise, effective July 7, 1999, expired on July 7, 2012; and

WHEREAS, the Comcast cable franchise extension agreement, effective October 18, 2011 expired on January 31, 2014; and

WHEREAS, the Comcast cable franchise extension agreement, effective January 7, 2014, will expire on January 31, 2016; and

WHEREAS, the City requires more time to complete franchise negotiations than would be afforded by the current expiration date;

Now, Therefore, be it Resolved that the Mayor is authorized to sign a franchise extension agreement with Comcast extending the term of the cable franchise to January 31, 2017.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

**FRANCHISE EXTENSION AGREEMENT
For the
City of Milwaukie/Comcast Cable Franchise Agreement**

WHEREAS, Comcast of California/Colorado/Florida/Oregon, Inc. (“Comcast”), currently holds a cable franchise with the City of Milwaukie (“City”), with an effective date of July 7, 1999 and expiration date of July 7, 2012 (“City Franchise”); and

WHEREAS, by letter dated September 24, 2009, Comcast initiated the renewal process under Section 626 of the Cable Act and reserved its statutory rights related thereto; and

WHEREAS, by letter dated October 20, 2009, the City replied, reserving its statutory rights in the same manner; and

WHEREAS, the City and Comcast extended the term of the franchise from July 7, 2012 through January 31, 2014 by franchise extension executed by the parties on October 18, 2011 and September 19, 2011, respectively; and

WHEREAS, the City and Comcast extended the term of the franchise from January 31, 2014 through January 31, 2016 by franchise extension executed by the parties on January 7, 2014 and February 18, 2014, respectively; and

WHEREAS, the City and Comcast have determined that it is in both parties’ best interest to extend the term of the City Franchise from January 31, 2016 through January 31, 2017.

NOW, THEREFORE, the City and Comcast agree as follows:

1. The City Franchise shall be extended up to and through January 31, 2017.
2. All provisions of the City Franchise, other than the duration of the City Franchise as set forth in Section 3.1 and 3.3, shall remain in full force and effect, through the extended date set forth herein.
3. The City and Comcast agree that execution of this extension does not waive any rights that either party has under Section 626 of the Cable Act.

ACCEPTED this ____ day of ____, 2016.

City of Milwaukie

By: _____
Print Name: _____
Title: _____

ACCEPTED this ____ day of ____, 2016.

Comcast of California/Colorado/Florida/Oregon, Inc.

By: _____
Print Name: _____
Title: _____



MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 3. D.**
Meeting Date: **Jan. 19, 2016**

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **2016 Committee Assignments**

From: Mitch Nieman, Asst. to City Manager

Date: 01/12/2016

ACTION REQUESTED

Adopt 2016 committee assignments.

HISTORY OF PRIOR ACTIONS AND DISCUSSION

Council discussed 2016 committee assignments on January 5, 2016. Staff made the following six changes to coincide with Council discussions and updated the attached table:

- North Clackamas Parks and Recreation District Advisory Board
 - Primary: Councilor Wilda Parks
 - Alternate: Council President Lisa Batey
- Oregon Passenger Rail Leadership Council
 - Awaiting confirmation from the Governor for Mayor Gamba as City representative
- Portland Milwaukie Light Rail Steering Committee
 - Primary: Mayor Mark Gamba
 - Staff: Bill Monahan
- Clackamas County Fire District #1 Board Subcommittee
 - City Member: Councilor Scott Churchill
 - City Member: Council President Lisa Batey
- Kellogg for Coho
 - City Member: Mayor Mark Gamba
 - City Member: Councilor Karin Power
- Oregon Food Bank Board Advisory Committee
 - Councilor Karin Power

ALTERNATIVES

1. Adopt 2016 committee assignments
2. Modify 2016 committee assignments

FISCAL IMPACTS

There is no fiscal impact associated with this action.

ATTACHMENTS – 1. 2016 Committee Assignments

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
Metro Joint Policy Advisory Committee on Transportation (JPACT)	<p>Makes recommendations to Metro Council on transportation needs in the region.</p> <p>Recommends transportation priorities and develops transportation plans for the region.</p> <p>Metro Council must adopt recommendations before they become transportation policies.</p>	<p>Section 2.19.090(b) of the Metro Code and Article IV of the JPACT By-Laws establish the JPACT membership.</p> <p>Comprised of 17 members that serve as elected officials or representatives of transportation agencies across the region.</p> <p>Membership includes one city representative and one alternate from Clackamas County.</p> <p>Member and Alternate must be from different cities. Selection of Member and Alternate is by the cities within the county.</p> <p>Term of appointment is two years.</p>	<p>Primary: <u>Paul Savas</u> Clackamas County (represents Clackamas County)</p> <p>Alternate: <u>John Ludlow</u> Clackamas County (represents Clackamas County)</p> <p>Primary: <u>Tim Knapp</u> City of Lake Oswego (represents Clackamas County Cities)</p> <p>Alternate: <u>Lori DeRemer</u> City of Happy Valley (represents Clackamas County Cities)</p>	Representatives to this committee are appointed from C4.	Chuck Eaton	Yes	<p>Meetings are held on the second Thursday of the month, from 7:30 a.m. to 9 a.m. in the Metro Council Chambers.</p> <p>Meetings may be attended by the Council representative that serves on C4.</p>
Metro Policy Advisory Committee (MPAC)	<p>Established by the Metro Charter in 1992, MPAC advises the Metro Council on the amendment or adoption of the Regional Framework Plan</p> <p>While MPAC advises the Metro Council on growth management and land use issues at the policy level, the Metro Technical Advisory Committee provides input to MPAC at the technical level.</p>	<p>Section 26 of the Metro Charter establishes MPAC membership.</p> <p>There are 21 voting members, six nonvoting, with one member and an alternate from the largest city in Clackamas County. That member is selected by that jurisdiction.</p> <p>An additional member is selected by the remaining cities within Metro's boundaries in Clackamas County. That member and alternate are selected by those cities.</p>	<p>Primary: <u>Tootie Smith</u> Clackamas County (represents Clackamas County)</p> <p>Alternate: <u>Jim Bernard</u> Clackamas County (represents Clackamas County)</p> <p>Primary: <u>Mark Gamba</u> City of Milwaukie (represents Clackamas County Other Cities)</p> <p>Alternate: <u>Brenda Perry</u> City of West Linn (represents Clackamas County Other Cities)</p> <p>Primary: <u>Betty Dominguez</u> (represents Clackamas County Citizen)</p> <p>Alternate: <u>Ed Gronke</u> (represents Clackamas County Citizen)</p>	Mark Gamba	Denny Egner	Yes	<p>Meetings are held on the second and fourth Wednesdays of the month, from 5:00 p.m. to 7:00 p.m. in the Metro Council Chambers.</p> <p>Meetings may be attended by the Council representative that serves on C4.</p>

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
Metro Technical Advisory Committee (MTAC)	Staff-based committee that provides detailed technical support to the Metro Policy Advisory Committee (MPAC).	Comprised of 35 members who are planners, citizens and business representatives.	Primary: <u>Dan Chandler</u> Clackamas County (represents Clackamas County) Alternate: <u>Martha Fritzie</u> Clackamas County (represents Clackamas County) Primary: <u>Denny Egnar</u> City of Milwaukie (represents Clackamas County Other Cities) Alternate: <u>Michael Walter</u> City of Happy Valley (represents Clackamas County Other Cities) Primary: <u>Jerry Andersen</u> (represents Clackamas County Citizen) Alternate: <u>Susan Nielsen</u> (represents Clackamas County Citizen)	Representatives to this committee are appointed by MPAC.	Denny Egnar	No	Meetings are held on the first and third Wednesdays of the month, from 10:00 a.m. to 12:00 p.m. in the Metro Council Chambers. Staff attends these meetings.
Transportation Policy Alternatives Committee (TPAC)	Staff-based committee that provides detailed technical support to the Joint Policy Advisory Committee on Transportation (JPACT).	TPAC's 21 members consist of technical staff from the same governments and agencies as JPACT, plus a representative from the Southwest Washington Regional Transportation Council, and six community members appointed by the Metro Council. In addition, the Federal Highway Administration and C-TRAN have each appointed an associate non-voting member to the committee.	Primary: <u>Karen Buehrig</u> Clackamas County (represents Clackamas County) Alternate: <u>Gary Schmidt</u> Clackamas County (represents Clackamas County) Primary: <u>Nancy Kraushaar</u> City of Wilsonville (represents Cities of Clackamas County) Alternate: <u>Amanda Owings</u> City of Lake Oswego (represents Cities of Clackamas County)	Representatives to this committee are appointed from JPACT.	Chuck Eaton	No	Meetings are held on the last Friday of the month, from 9:30 a.m. to 12:00 p.m. in the Metro Council Chambers. Staff attends these meetings.

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
Clackamas County Coordinating Committee (C-4)	C-4 was founded by the County to promote a partnership between the County, its Cities, Special Districts, Hamlets, Villages and Community Planning Organizations (CPOs). C-4 provides Councilors with an opportunity to network and work on building consensus on regional issues.	Voting membership shall consist of one (1) elected representative and an elected alternate appointed by the City Council	Chair: <u>Paul Savas</u> Clackamas County Co-Chair: <u>Brian Hodson</u> City of Canby Primary: <u>Mark Gamba</u> City of Milwaukie Alternate: <u>Wilda Parks</u> City of Milwaukie	Primary: <u>Mark Gamba</u> Alternate: <u>Wilda Parks</u>	Bill Monahan Mitch Nieman	Yes	Meetings are held on the first Thursday of the month starting at 6:45 p.m. in the Public Services Building of Clackamas County. No meeting in January.
Clackamas County Coordinating Committee (C-4) – Metro Sub-Committee	C-4 members who are within the Metro jurisdiction shall be a subcommittee of C-4 named Metro subcommittee to discuss JPACT and MPAC issues. This subcommittee shall at a minimum be the body which nominates and elects cities’ representatives to: JPACT, MPAC, TPAC, MTAC, respectively.	Nominations and elections shall occur in November of each even numbered year in accordance with Metro Charter requirements.	Chair: <u>Paul Savas</u> Clackamas County Co-Chair: <u>Martha Schrader</u> City of Happy Valley Primary: <u>Mark Gamba</u> City of Milwaukie Alternate: <u>Wilda Parks</u> City of Milwaukie	Primary: <u>Mark Gamba</u> Alternate: <u>Wilda Parks</u>	Bill Monahan Mitch Nieman	Yes	Meetings are held on the third Wednesday of the month from 7:30 a.m. to 9:00 a.m. in the Public Services Building of Clackamas County.
Regional Wastewater Treatment Advisory Committee	The Regional Wastewater Treatment Advisory Committee is a coalition of regional partners that focuses on areas of commonality between the Tri-City Service District and Clackamas County Service District No. 1. The committee explores issues like the potential for capturing benefits of economies of scale through co-investment in future infrastructure projects, developing a unified permit strategy, coordinating regulatory compliance efforts and partnering in efforts to secure grant funding and influencing of legislation that has the potential of impacting both districts.	Formed in February 2010, Committee is represented by elected officials from the cities of Damascus, Gladstone, Happy Valley, Milwaukie, Oregon City, West Linn, the unincorporated areas of Clackamas County Service District No. 1 (CCSD #1), and the Chair of the RiverHealth Advisory Board.	Chair: <u>Paul Savas</u> Clackamas County Primary: <u>Karin Power</u> City of Milwaukie	<u>Karin Power</u>	Gary Parkin Bill Monahan Mitch Nieman	Yes	Meetings are held as needed in the County Development Services Bldg.
RiverHealth Advisory Board	The RiverHealth Advisory Board is a citizen advisory board that makes recommendations to the Board of County Commissioners on wastewater and surface water policy, budget and issues affecting District customers.	The Cities of Milwaukie, Damascus and Happy Valley each appoint one member. Does not need to be an elected official however, current membership consists of council representatives of each of the three municipalities.	Chair: <u>Eric Hofeld</u> Clackamas County Primary: <u>Karin Power</u> City of Milwaukie	<u>Karin Power</u>	Gary Parkin Bill Monahan Mitch Nieman	No	Meetings are held every other month. Typically, second or third Wednesday. Time varies.

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
Regional Water Providers Consortium	<p>The Regional Water Providers Consortium serves as a collaborative and coordinating organization to improve the planning and management of municipal water supplies in the greater Portland, Oregon metropolitan region.</p> <p>Primary focus is conservation and planning interties of water systems to address emergency needs.</p>	<p>Formed in 1997, the Consortium serves the Multnomah, Clackamas, and Washington counties and is made up of 21 water providers and the regional government Metro. Together, these entities provide about 95 percent of the Portland metropolitan area’s drinking water</p> <p>Members of the Consortium are cities, water districts and a people’s utility district throughout the Portland, Oregon metropolitan area. The regional government Metro is also a member. Participation in the Consortium is voluntary and is funded through membership dues.</p>	<p>Executive Committee: <u>Lisa Batey</u> City of Milwaukie</p> <p>Conservation Committee: <u>Gary Parkin</u> City of Milwaukie</p>	<u>Lisa Batey</u>	Gary Parkin	No	Meetings are held quarterly. Typically, from 7:00 p.m. to 8:30 p.m. at Metro. Usually in the Metro Chambers.
Kellogg Good Neighbor Committee	<p>The Committee's purpose is to recommend to City Council how "good neighbor funds" should be spent.</p> <p>This fund was established through the Intergovernmental Agreement between the City of Milwaukie and Clackamas County Service District #1 for the provision of wastewater treatment services.</p> <p>This fund is to be used to help mitigate the impact the Kellogg Plant has on the surrounding neighborhoods.</p> <p>CCSD#1 deposits \$1.00 per EDU of the City's connections. CCSD#1 will also contribute \$1 million as "seed" funding to the good neighbor fund.</p>	<p>The Committee is comprised of seven members with staff from Milwaukie and CCSD#1 providing assistance in ex officio positions:</p> <p>Two members from Island Station and Historic Milwaukie NDAs; One citizen at large; One downtown property owner or business; One City Council Member</p>	<p>City Council: <u>Karin Power</u> Island Station: <u>Bird and Tomei</u> Historic: <u>Vacant</u> and <u>Klein</u> Citizen: <u>Vacant</u> Downtown Bus: <u>Hankerson</u></p> <p>CCSD Staff: <u>Amy Kyle</u> City Staff: <u>Gary Parkin</u></p>	<u>Karin Power</u>	Gary Parkin	Yes	Meetings are held on the second Tuesday evening of the month at 5:30 p.m. at the Kellogg Treatment Plant.

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
North Clackamas Urban Watershed Council	The North Clackamas Urban Watersheds Council's purpose is to advocate for the protection and enhancement of the watersheds' fish and wildlife habitat and improve water quality through partnership with public and private entities, habitat restoration projects, community education and outreach, and strategic planning.	The number of Council Representatives may vary between a minimum of four (4) and a maximum of thirty (30). A minimum of one position will be reserved for each of the following watersheds and sub-basin areas; Upper Kellogg, Lower Kellogg, Lower Mt Scott, Dean, Middle Mt Scott/Cedar, Phillips, Upper Mt Scott, Minthorn Spring, Boardman Creek, River Forest, and Rinearson Creek. The term of office for Council Representatives shall be three years.	Primary: <u>Wilda Parks</u> (represents City of Milwaukie) Alternate: <u>Mark Gamba</u> (represents City of Milwaukie) Citizen Advocate: <u>Dion Shepard</u> (non-voting member)	Primary: <u>Wilda Parks</u> Alternate: <u>Mark Gamba</u> Citizen Advocate: <u>Vacant</u> (non-voting member)	Gary Parkin	No	Meetings are held on the third Wednesday of the month from 6:00 p.m. to 8:00 p.m. at Oak Lodge Sanitary District.
North Clackamas Parks and Recreation District District Advisory Board (DAB)	Purpose is to make recommendations to the District Board of Directors on the design, planning and development of parks and the provision of recreational programs in the district.	Section E(2) of the May 1, 1990 Agreement between Clackamas County and the City provide for the UPAB. City Council appoints the UPAB member. With the exception of the Milwaukie representative, UPAB members are appointed for 3 year terms.	Primary: <u>Wilda Parks</u> Alternate: <u>Lisa Batey</u>	Primary: <u>Wilda Parks</u> Alternate: <u>Lisa Batey</u>	Mitch Nieman	No	Meetings are held on the second Wednesday of the month at 4:00 p.m. at North Clackamas Aquatic Park.
Clackamas County Library District Advisory Committee	Purpose is to advise the Clackamas County Library Service District (Board of County Commissioners) to support two county libraries and ten city libraries.	Committee involves 10 members that are typically appointed by respective library board. The advisory committee was created after the 2008 District creation.	Primary: <u>Karol Miller</u> City of Milwaukie	Recommendations for this Committee come from the Library Board. Currently it is <u>Karol Miller</u>	Katie Newell	No	Meetings are held as needed.
North Clackamas Chamber of Commerce and Public Policy Team	Purpose is to discuss policy issues in front of the Chamber for position consideration.	Representatives appointed by the Chamber Board.	Primary: <u>Vera Koliass</u> Alternate: <u>Mitch Nieman</u> Councilor: <u>Wilda Parks</u>	Suggest councilors rotate through, but always have a presence <u>Wilda Parks</u>	Alma Flores Vera Koliass Mitch Nieman	No	Meetings are held on the third Thursday of the month from 12 p.m. to 1:15 p.m. at the Chamber Offices.
North Clackamas Social Needs Roundtable	Purpose is to prevent the spread of homelessness and food insecurity in Clackamas County.	Ad Hoc Committee comprised of school district, county, city, nonprofit, and private sector officials.	Primary: <u>Karin Power</u> Primary: <u>Bill Stewart</u> Clackamas County	<u>Karin Power</u>	Mitch Nieman	No	Meetings are held as needed. Typically, two to three times per year at a Milwaukie Church.
Milwaukie Center/Community Advisory Board (C/CAB)	The Milwaukie Center/Community Advisory Board is the primary policy advisor to Milwaukie Center staff and the North Clackamas Parks District Advisory Board.	Positions are applied for by individuals and appointed by C/CAB and County Board of Commissioners	Primary: <u>Lisa Ferguson</u> City of Milwaukie	Primary: <u>Lisa Ferguson</u>	Mitch Nieman	No	Meetings are held on the second Friday of every month at 9:30 a.m. at the Milwaukie Center.

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
Oregon Passenger Rail Leadership Council	Governor Kitzhaber created a Leadership Council of primarily elected officials from the Willamette Valley to advise the Governor and the Oregon Transportation Commission on a preferred alignment for inter-city passenger rail improvements that will become a foundation for the future to make Oregon more competitive in finding funding for future projects to our freight and passenger rail service in Oregon.	Positions are appointed by the Governor. Makes recommendation to ODOT regarding a plan for higher speed passenger rail.	n/a	Council exists and meets regularly. Governor Brown has made no appointments since taking office. Contacted Governor's Office and sent correspondence on behalf of the Mayor to request his participation. Will keep Council apprised on feedback and details. Mayor Ferguson was a member of the Corridor Forum	Bill Monahan Mitch Nieman	Yes	Meetings are held as needed.
Portland-Milwaukie Light Rail (PMLR) Steering Committee	Created by Metro Council to make final decisions for the light rail project.	Comprised of a seven-member stake holder group. There are no by-laws and Committee shall dissolve upon project completion.	Primary: <u>Mark Gamba</u> Staff Rep: <u>Bill Monahan</u>	Primary: <u>Mark Gamba</u> Staff Rep: <u>Bill Monahan</u>	Bill Monahan Stacy Bluhm	Yes	Meetings are held as needed for major decision points.
Clackamas County Fire District #1 District Board Subcommittee	Purpose is to discuss collaborative opportunities, long-term facility needs, emergency preparedness, impacts of compression, and other challenges facing communities being served.	Subcommittee consists of two Fire Board members and two Council Members appointed by respective jurisdiction.	City Member: <u>Scott Churchill</u> City Member: <u>Lisa Batey</u>	City Member: <u>Scott Churchill</u> City Member: <u>Lisa Batey</u>	Bill Monahan Mitch Nieman	Yes	Meetings are held as needed.
Metro Mayor Forum	Created to balance MPAC advisory initiatives.	Membership limited to 20 locals mayors of the Portland Metro Region.	Primary: <u>Wilda Parks</u>	Mark Gamba	Bill Monahan Mitch Nieman	Yes	Meetings are held monthly on Wednesdays during lunchtime.
Greater Portland Inc.	Greater Portland Inc (GPI) is a regional partnership (seven counties and two states) helping companies expand and locate to the Portland-Vancouver area.	City of Milwaukie is a member of the Small City Consortium, which includes public entities that investment less than \$25,000.	Primary: <u>Lisa Batey</u>	Mark Gamba	Alma Flores Denny Egner Mitch Nieman	No	Lunch meetings are held monthly. Date and location vary. Usually held after Metro Mayor Forum
Milwaukie Rotary	Purpose is to promote and support community philanthropy and volunteerism.	The Rotary Club of Milwaukie is one of over 34,000 Rotary clubs worldwide.	Group membership comprised of three members from the City: <u>Wilda Parks</u> <u>Mitch Nieman</u> <u>Mark Gamba</u>	Group membership comprised of two members from the City: <u>Wilda Parks</u> <u>Mitch Nieman</u>	Wilda Parks Mitch Nieman	No	Meets every Tuesday at Odd Fellows Hall from noon to 1:15 p.m. *Council member is asked to attend once a month.

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
Oregon Mayors Association (OMA), Portland Metro Region Team	<p>Purpose is to create a forum for discussing a wide variety of issues, and, most importantly, a unified voice in Salem.</p> <p>Established in 1972, the Oregon Mayors Association is a voluntary association of persons who hold the office of mayor.</p> <p>OMA is recognized as an affiliate organization in cooperation with the League of Oregon Cities.</p> <p>Over two-thirds of Oregon mayors are active members of OMA.</p>	<p>The leadership of the OMA is vested in a Board of ten directors which include a President, President-elect, Secretary-Treasurer, Immediate Past President and six members at-large.</p> <p>The Immediate Past President and the Secretary-Treasurer serve as ex-officio-Directors. The Secretary-Treasurer position is a nonvoting position held by the Executive Director of the League of Oregon Cities</p> <p>Board members are elected at the annual meeting of the OMA, held at the League of Oregon Cities' Annual Conference. The OMA constitution requires that consideration be given to geographic and size diversity on the Board.</p>	Member: <u>Wilda Parks</u>	Mark Gamba	Bill Monahan Mitch Nieman	Yes	Meetings are held as needed either by way of teleconference or at League of Oregon Cities' Meetings.
Clackamas Cities Association	12 cities in Clackamas County get together for dinner and speaker events to share ideas and to network.	City of Tualatin provides general coordination for cities.	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Bill Monahan Pat Duval	No	Dinners are held monthly. City hosted on February 2014. Typically, meetings are held on the third Thursday of the month.
Local Contract Review Board	Purpose is to review and adopt public contracting rules and findings as to amendments of professional services contracts.	Established via Resolution by Council.	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Bill Monahan Kelli Tucker	Yes	Meetings are held as needed.
Budget Committee	The Budget Committee is established in accordance with the provisions of ORS 294.336 to review the annual city budget document as prepared by the city budget officer and to recommend an approved budget to the City Council for adoption.	<p>The Committee includes five City Councilors plus an equal number of City residents who are registered voters. The Council appoints the citizen members for four year terms.</p> <p>The Budget Committee meets as directed by City Council. Typically, the budget preparation meetings are held in the early spring, with additional meetings scheduled as needed and to review revenue and expenditure reports.</p>	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Casey Camors	Yes	Meetings are held quarterly in conjunction with City Council Work Sessions.

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
Hospital Facility Authority	Allow public and private nonprofit health care facilities to pay for capital improvements through tax-exempt bonds.	City Council voted 3-2 on Tuesday, April 15, 2014 to create a hospital facility authority.	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Bill Monahan Casey Camors	Yes	Meetings are held as needed.
Safe Energy Leadership Alliance	Coalition raising awareness of the safety risks of coal and oil trains and their economic, cultural, environmental, and health impacts.	SELA is a coalition of more than 110 local, state, and tribal leaders from across the Pacific Northwest, Montana, and Canada working together to seek full assessment and disclosure of the economic, cultural, environmental, health impacts, and safety risks of coal and oil trains.	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Council: <u>Wilda Parks</u> Council: <u>Mark Gamba</u> Council: <u>Scott Churchill</u> Council: <u>Lisa Batey</u> Council: <u>Karin Power</u>	Bill Monahan	Yes	Meetings are held as needed.
Events Committee	Partner with residents, neighborhoods and businesses to support and promote cultural tourism and quality of life events in the City of Milwaukie.	Not a formal committee created by Council via Resolution.	Karin Power	Karin Power	Mitch Nieman Jason Wachs	No	Meetings are held as needed.
Economic Development Committee	Facilitate and support business attraction, retention and expansion in the City of Milwaukie.	Not a formal committee created by Council via Resolution.	Lisa Batey	Lisa Batey	Alma Flores Denny Egner Vera Koliass	No	Meetings are held as needed.
Audit Committee	The City of Milwaukie recently created an Audit Committee of the Milwaukie City Council to ensure that audits of the City's financial statements are completed annually in accordance with Oregon state law, to share oversight responsibility of the City's independent auditors with management, and to assist City management in the review and selection of the City's independent auditor (Res. No. 56-2012).	The Audit Committee is to consist of one member of the City Council and one member of the City Budget Committee each appointed by the Council for two-year staggered terms and two citizen members with an interest in City government financial operations, with preference first given to a Certified Public Accountant residing within City limits and second to a Certified Public Accountant with City affiliation, also for a two year term.	Primary: <u>Scott Churchill</u>	Scott Churchill	Casey Camors	Yes	Meetings are held at least twice annually
Urban Renewal Committee	Facilitate and support urban renewal efforts in targeted areas of the City of Milwaukie	City Council	n/a	Lisa Batey	Denny Egner	No	TBD

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
Library Expansion Task Force	Purpose is to gauge Milwaukie citizens' Library service use and general ideas regarding potential expansion.	Established via Resolution 35-2011. Comprised of the following members: Two citizens at large Two NDA reps Two Library Board Members One Councilor One local business person One Library Foundation Member One Planning Commissioner One Budget Committee Member	Primary: Karin Power	Karin Power	Katie Newell	Yes	Meetings are held as needed.
Vietnam Wall Commemorative Committee	This is an ad hoc committee that has been assembled for the purpose of bringing the moving Vietnam Wall to the City of Milwaukie during July 23 – 26 and to coordinate with the American Legion and Celebrate Milwaukie, Inc.	Not a formal committee created by Council via Resolution.	Primary: <u>Scott Churchill</u> Alternate: <u>Karin Power</u>	Primary: Scott Churchill Alternate: Karin Power	Bill Monahan Scott Stauffer	No	Meetings are held as needed.
Boards, Committees, and Commissions (BCC) Selection Committee	Purpose is to interview citizens who have applied to serve on citywide Boards, Committees, and Commissions.	Comprised of the Mayor, rotating Councilor, and Staff Liaison. Councilor rotates every six months.	Mayor: <u>Wilda Parks</u> Councilor: <u>Rotating</u>	Mayor: Mark Gamba Councilor: Any	Mitch Nieman Jason Wachs	Yes	Interviews are held as needed.
Kellogg for Coho	The project will remove the Kellogg Dam, address contaminated sediments, re-establish fish passage, and restore riparian habitat for endangered salmon and native wildlife.	Not a formal committee created by Council via Resolution	Councilor: <u>Mark Gamba</u>	City Member: Mark Gamba City Member: Karin Power	Mitch Nieman	No	Meetings are held as needed.
North Clackamas School District Bond Committee	The Citizen Oversight Committee oversees implementation of bond projects in North Clackamas Schools, including construction of new schools and renovations and additions to existing schools.	Appointed by the School Board, this 12-member committee is composed of citizens from all three high school attendance areas, who represent parents, youth sports organizations, business professionals, neighborhood associations, and community leaders.	Councilor: <u>Mark Gamba</u>	Mark Gamba	Mitch Nieman Jason Wachs	No	Meetings are held as needed.

2016 Local and Regional Committee Assignments

COMMITTEE	FOCUS	GOVERNING AUTHORITY	2015 APPOINTEE	2016 APPOINTEE	STAFF RESOURCES	ELECTED REP REQUIRED?	MEETING SCHEDULE
Willamette Falls Locks Working Group	The Mission of the Willamette Falls Locks Working Group is to lead efforts with the United States Army Corps of Engineers to repair and reopen the Locks to full operational status to river travel	Clackamas County Committee comprised of elected officials from Milwaukie, Happy Valley, Gladstone, Oregon City, West Linn, Lake Oswego, and Clackamas County	Karin Power	Primary: Karin Power Alternate: Any Councilor	Mitch Nieman	Yes	Meetings are held on the second or third Wednesday of the month from 4:00 p.m. to 5:00 p.m. at the County Development Services Building.
North Clackamas Schools Citizens Oversight Committee	The Citizen Oversight Committee oversees implementation of bond projects in North Clackamas Schools, including construction of new schools and renovations and additions to existing schools.	Appointed by the School Board, this 12-member committee is composed of citizens from all three high school attendance areas, who represent parents, youth sports organizations, business professionals, neighborhood associations, and community leaders.	Mark Gamba	Mark Gamba	Mitch Nieman	No	The committee meets quarterly for briefings about ongoing projects, and meetings are open to the public.
Clackamas Community College Bond Projects Citizen Oversight Committee	The committee will provide oversight to the implementation of ballot measure 3-447, approved by voters in November.	The committee is comprised of more than 30 people from the community, who represent each of the seven zones in the college district, as well as staff and students. The group will meet quarterly to ensure the bond projects reflect the community's input and needs.	Karin Power	Karin Power	Mitch Nieman	No	The committee meets quarterly for briefings about ongoing projects, and meetings are open to the public.
Clackamas County Business Alliance	The Alliance has direct and ongoing contact with local, regional, state and federal policy makers on issues of importance to Clackamas County business. Our relationships with key decision-makers and their staff allows for positive and constructive dialogue on business issues.	Public/private membership	Wilda Parks	Wilda Parks	Alma Flores	No	The committee meets on the second Wednesdays of the month from 7:30am to 9:00am at Jordan Ramis, 2 Centerpointe Dr., 5th Floor, Lake Oswego, OR 97035
Clackamas County Economic Development Commission (EDC)	Advise and make recommendations to the Board of County Commissioners (BCC) on matters pertaining to the support and growth of a balanced, sustainable economy within the county and cities within the County.	The voting membership of the EDC shall consist of a maximum of twenty-five (25) voting members ("Members"), appointed by the BCC. A majority of the EDC Members shall be from the private sector. The EDC will actively solicit nominations from businesses in Clackamas County's cities.	Wilda Parks	Wilda Parks	Alma Flores	No	Development Services Building 150 Beaver Creek Rd. Oregon City, OR 97045
Oregon Food Bank – Board Advisory Committee	Advise and make recommendations to the Board re Oregon Food Bank Metro Services.	Appointed by the Oregon Food Bank Board of Directors.		Karin Power	Mitch Nieman	No	As needed



**Regular Session
Agenda Item No.**

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Other Business



MILWAUKIE CITY COUNCIL
STAFF REPORT

To: Mayor and City Council

Through: Bill Monahan, City Manager
Alma Flores, Community Development Director
Denny Egner, Planning Director

Subject: **Downtown Parklet Program**

From: Vera Koliass, Associate Planner

Date: January 11, 2016, for January 19, 2016, Regular Session

ACTION REQUESTED

Council decision on key question regarding the downtown parklet program regulations.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Staff first presented the concept for a parklet pilot program to Council in late spring 2014. The Council discussed and ultimately approved a pilot program for seasonal parklets for a 2-year period. On November 18, 2014, a request to allow the existing Wine:30 parklet to remain through the winter was denied by a 2:3 vote based on concerns regarding a lack of downtown parking and a desire to not change the program details midstream. On July 7, 2015 at a worksession, Council discussed overall criteria by which to evaluate the current downtown parklet pilot program in anticipation of a subsequent discussion. On September 15, 2015, Council approved a permanent downtown parklet program for the months of April through November as originally considered as part of the parklet program pilot and indicated that Wine:30 could continue to use its parklet through this winter (December-March 2016) as a separate pilot project.

On November 17, 2015 Council provided direction as follows:

- The application package will be specific to each calendar year. That will allow the City to make program revisions year to year based on the prior year's performance.
- There will be 2 different applications: one for new parklets and one for renewals of existing parklets.
- The new 2016 application will require a maintenance plan that will detail the cleaning schedule, furniture storage when the business is closed, and will require specific information about inclement weather use and appearance.
- The application package will include details about whether or not it is for a public, private, or hybrid parklet.
- The new parklet application will not require that the parklet include a deck, but all other requirements will remain, including ADA accessibility.
- The program limits parklets to downtown; the total number of downtown parking spaces to be used for parklets is 12 and no more than 1 parklet per block will be permitted.

- Council agreed that the existing Wine:30 parklet could be open during this year's winter months (December to March 2016) as a new pilot project. Staff will monitor usage during this winter to assess the success of the winter pilot program.
- Program fees:

Fee¹	Amount
Base fee for all new parklet permits	\$150.00
Base fee for all renewing parklet permits	\$50.00
Right-of-Way permit	\$150.00 + structural review fee (Varies based on cost of construction)
Private parklet permit for platform (if applicable) ²	\$40/month/parking space
Hybrid parklet	\$40/month/parking space with 25% discount
Public parklet	no fee for parking space
Additional incurred costs (if applicable) location ³	~ \$150-\$500, TBD based on location
Signage for Public and Hybrid parklets	\$90

- Council agreed that the City Engineering Department will work with Jesse Canelos to devise a solution to ensure that the Wine:30 parklet deck is ADA accessible.

Key Issue – Coverings/Canopies

At the November 17th worksession, some members of Council noted that Jesse Canelos had sent an email on November 16th with some discussion points, one of which was the issue of a cover for the parklet. In the email Mr. Canelos indicated that he would like to have a canvas-type cover over a portion of the parklet and that it would be 10 feet in height with no walls or sides. He does not believe that line of sight issues to adjacent storefronts, as has been stated in the past, are a concern if no walls are proposed. He continues in the email to state that umbrellas are not adequate for rainy weather.

The cities of Seattle and Portland allow coverings on parklets. Per a discussion with Portland program staff, they currently do not have any design standards for covers, but are working to develop them. Seattle program staff stated in an email that their program encourages covers but do not currently have any installed. No design standards are provided in their materials.

¹ Filing fee due at the time of application.

² Additional fee due at the time of approval.

³ If the parklet requires other changes to the street (e.g. parking sign or striping changes) the applicant will be responsible for those costs. City staff will provide accurate cost estimates of these charges based on location.

Examples of covered parklets:



© Jonathan Maus/BikePortland

Mississippi Pizza, Portland



Olympia Coffee Roasting Co; Cherry Street, Olympia, WA

In the interest of simplifying the process and absent any specific design guidelines, the downtown parklet pilot program did not permit covers or roof structures over parklets, other than umbrellas.

Staff has some concerns about covers or roof structures on parklets for the following reasons:

- structural and engineering concerns
- concerns expressed from business owners about visibility to adjacent storefronts and overall aesthetics

Structural/engineering concerns

Design standards to address structural and engineering issues will be needed, if covers are allowed. Specifically, stormwater runoff from the covering is a concern. Stormwater runoff from a covering could be directed into the adjacent parking space or onto the sidewalk. If allowed, design standards will include that the design will avoid run-off onto the sidewalk and avoid designs that channelize flow in such a manner that it would impact drivers and passengers getting into or out of vehicles parked in abutting parking spaces. Mitigation of these impacts would need to be addressed. The goal is to prevent unsafe conditions for pedestrians or vehicles, particularly in angled parking spaces.

Language would be included in the application materials that any proposed overhead structure or other architectural feature shall not be designed to concentrate storm water runoff unless with an approved collection system approved by the Engineering Department in accordance with building code criteria.

From a structural standpoint, wind, seismic, uplift and snow load are key factors. The applicant would need to demonstrate that a cover could be designed to meet appropriate standards without attaching the structure permanently to the ground.

Applicants interested in overhead structures or other architectural features that may catch wind would need to provide proof that the structures have the ability to withstand wind loads specified by the Engineering Department. Applicants must prove that said structures and canopies pose no risk to the surrounding neighborhood during storms or other instances of severe weather conditions. The Engineering Department may require the plans for overhead structures like canopies to be sealed by an engineer to ensure they are designed in accordance with building code wind and snow load criteria.

Line of sight

Comments have been made regarding covers over parklets creating line of sight issues to adjacent businesses. Mr. Cannelos supplied photographs indicating that a parked vehicle blocks visibility more than a cover would and that the parklet opens line of sight to where a person can see store windows (see photos below).



Photo credit: Jesse Cannelos, sent via email 10/30/15



Photo credit: Jesse Cannelos, sent via email 10/30/15

On December 5th, during the City's annual Umbrella Parade event, Mr. Cannelos installed a tent on the parklet, which was approximately 10-11 feet from the ground. This provided a way to visualize what a cover over the parklet could look like and any potential impacts. Kelli Keehner, owner of the adjacent business K. Marie, provided photos of the parklet with the tent. While the tent does not block visibility to the windows, it would block the name of a business if a sign were mounted on the building façade, as is shown in the photos below.

If allowed, applicants proposing a cover would need to demonstrate that visual obstruction to adjacent businesses, both to storefronts and identifying signage, is minimized.



Photo credit: Kelli Keehner, sent via email 12/09/15



Photo credit: Kelli Keehner, sent via email 12/09/15

Question for Council:
Should the parklet program allow coverings over parklets in addition to umbrellas?

CONCURRENCE

The Community Development Department, including the Engineering Department, which oversees the public right-of-way, concurs.

FISCAL IMPACTS

No fiscal impacts are anticipated, unless City funds are proposed to be used to fund additional parklets or engineered plans.

WORK LOAD IMPACTS

We fully expect this program to have full cost recovery of staff time spent processing the program permit(s). Staff workload may increase to review and permit parklet applications, including design review and inspections. This is dependent upon the level of interest in the program.

ALTERNATIVES

The recommended action is for Council to provide direction to staff so that the parklet application package for 2016 is available to prospective applicants by February 2016.