Regular Session

RS

Milwaukie City Council

MILWAUKIE CITY COUNCIL
REGULAR SESSION

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

AGENDA
FEBRUARY 16, 2016

2,216th 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 February 2016 presented to Fa'atuiolemotu Tuitele
Presenter: Mark Pinder, MHS Principal

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 Minutes **2**
1. **January 19, 2016, Work Session;**
2. **January 19, 2016, Regular Session; and**
3. **January 21, 2016, Study Session**

B. Printing and Mailing Services Contract for Utility Billing – Resolution **15**

C. Corrective Action Regarding FY2015 Audited Financial Statements – Resolution **43**

D. Oregon Liquor Control Commission (OLCC) Application for Wine:30, Inc., 10835 SE Main Street, Additional Privilege **46**

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. Library Services Expansion Ballot Measure – Resolution **48**
Staff: Katie Newell, Library Director

B. Council Input to Legislative, County, or Regional Issues
Staff: Bill Monahan, City Manager

C. Council Reports

7. INFORMATION

8. ADJOURNMENT

Public Notice

Executive Sessions: The Milwaukie City Council will meet in Executive Session immediately following adjournment pursuant to ORS 192.660(2)(i) for the performance evaluation of Public Officers and Employees. 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.

The City of Milwaukie is committed to providing equal access to information and public meetings per the Americans with Disabilities Act. For special accommodations, please call 503-786-7502 or email ocr@milwaukieoregon.gov at least 48 hours prior to the meeting.

Regular Session Agenda Item No.	3

Consent Agenda

MINUTES
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WORK SESSION
JANUARY 19, 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, Assistant Finance Director Bonnie Dennis, Planning Director Denny Egner, Senior Planner Li Alligood, Associate Planner Brett Kelver, Engineering Director Chuck Eaton, and Community Development Director Alma Flores

Mr. Monahan noted that Council did not wish to remove any Consent Agenda items.

Fiscal Year 2015 Audit Presentation

Ms. Dennis, **Troy Reichlein**, Audit Committee member, and **Julie Fahey**, auditor with Talbot, Korvola & Warwick (TKW), introduced themselves.

Ms. Fahey and **Mr. Reichlein** reported that the Audit Committee had issued a clean opinion of the Comprehensive Annual Financial Report (CAFR), and they reviewed the Audit Committee's ongoing work.

Councilor Churchill commented on the improved fraud reporting processes, and **Mr. Reichlein** noted that issues identified in previous audits had been resolved.

Ms. Dennis discussed the pending implementation and oversight of the ethics hotline.

City Manager's Update

Mr. Monahan reviewed the Work Session agenda, and discussed the North Clackamas Chamber of Commerce State of the Cities Forum and Clackamas Cities Association (CCA) dinner. He reported that there had been no Audience Participation at the January 5, 2016, Regular Session.

The group discussed the January 28, 2016, CCA dinner, future CCA dinner topics, and the Budget Committee meeting schedule.

Comprehensive Plan Update Briefing #2

Mr. Egner discussed the status of the Comprehensive Plan review process, reported that staff was looking for Council direction on next steps, and presented characteristics of successful visioning processes as outlined in the "Oregon Model."

Council President Batey and **Mr. Egner** discussed the scope of a Comprehensive Plan review the included a vision document. **Mr. Egner** commented on Council's previous direction to look at a streamlined review process.

The group discussed how a visioning process could guide a Comprehensive Plan review and shape future Council goals.

Ms. Alligood reported that the staff proposal was to conduct a 6 month land use focused visioning process separate from the Comprehensive Plan review. She

discussed the visioning process and how that process could feed into a Comprehensive Plan review and Council goals. She noted the key questions for Council to consider.

Councilor Churchill expressed concern about the proposed visioning process timeline and public outreach plan, and **Ms. Alligood** commented on why staff had proposed an aggressive 6 month timeline.

Council President Batey, **Mr. Egner**, and **Mayor Gamba** discussed the importance of public events and providing an online comment option during the visioning process.

Councilor Churchill expressed concern about the proposed public outreach plan.

Mayor Gamba and **Councilor Churchill** remarked that 6 months would not be enough time to conduct a robust visioning process or public outreach effort.

The group discussed how the type of questions and elements included in the review process could affect the duration of an action plan and Comprehensive Plan review.

Council President Batey asked if an action plan and Comprehensive Plan review could be done together. **Mr. Egner** and **Ms. Alligood** replied that the plans could be done on a dual track but would require the engagement of many City departments.

Councilor Power, **Ms. Alligood**, and **Mr. Egner** discussed why the 2015 vision process was not fully implemented.

Councilor Power noted her goals and priorities for the next visioning process.

The group discussed focusing the visioning process partially around housing and commercial spaces, and they commented on engaging different segments of the population. They considered the feasibility of a staff person, intern, or consultant conducting the outreach effort and collecting community data. **Ms Alligood** noted that community engagement would be part of the consultant request for proposals (RFP).

Councilor Parks expressed concern about public perception of the outreach process.

Councilor Power stated her support for a thorough Comprehensive Plan review and public engagement effort. **Ms. Alligood** noted the need for dedicated staff time and resources to conduct an ideal review process.

Council President Batey expressed support for a public review process and remarked that most vision statements are similar regardless of the length of the process.

Councilor Power and **Council President Batey** noted that the Comprehensive Plan review and Council goal setting were opportunities for Council to engage the public.

The group discussed using the public input received through the Comprehensive Plan review to revise and enhance the City's current vision statement. They commented on the status of the 2015 vision statement goals and possibility of adding an action plan to support the vision statement.

Councilor Power remarked on the possibility of adopting a less lofty vision statement.

Ms. Alligood commented on the uniqueness of the City's urban design element and noted that none of the staff proposals keep the current vision statement.

Mr. Egner commented that the visioning process can identify the community's values.

The group discussed the need to engage students and youth in long-term visioning.

Ms. Alligood summarized that Council preferred a visioning process with a strong public engagement strategy.

The group discussed the time and resource requirements of a public outreach campaign, and the methods of conducting of a robust public engagement effort.

Mayor Gamba suggested that the visioning consultant should be able to think outside the box and inspire people to engage in the process. **Mr. Egner** noted the need to start the process right away and to bring a consultant to talk with Council.

It was acknowledged by Council that staff would schedule a Council session with a visioning consultant and that the visioning process could take longer than 6 months.

19th Avenue / Sparrow Street Greenway Design

Mr. Egner introduced Glen Bolen, a project manager at design firm OTAK, and Ali Turiel, a grant manager with the Oregon Department of Transportation (ODOT).

Mr. Bolen provided a project status update and reviewed the outreach process. He discussed the proposed designs for Sparrow Street and cross-sections, and **Mr. Kelver** noted proposed design changes based on public input. **Mr. Bolen** reported that the recommendation was to maintain the current street width, and he noted the proposed placement of storm swales and other enhancements.

Mayor Gamba remarked on the calming effect of curvilinear streets and noted the placement of storm swales on 19th Avenue. **Mr. Bolen** and **Mr. Egner** explained that the storm swales had been added to the project as a stewardship component to help cleanse stormwater drainage. **Council President Batey** noted that only 1 proposed storm swale would be in a driveway.

Mr. Bolen explained that the proposed design was meant to enable a non-straight line approach and to add a tactile delineator for pedestrian access, and he discussed street edge treatment options. **Council President Batey** and **Mr. Bolen** commented on the varying length and center line of rights-of-way (ROWs) on 19th Avenue.

Mr. Bolen discussed the development of a low volume concept that could be applied on 19th Avenue and other streets over time.

Councilor Churchill and **Mr. Bolen** commented on the proposed standards requirement for reinforced curbs to be built with rebar.

Mr. Bolen discussed the proposed greenway standard for Sparrow Street, the vehicle to pedestrian transition area, and noted the need to conduct a downstream analysis. He reported that the issues on Sparrow Street were related to cut through traffic and explained proposed safety enhancements. **Mayor Gamba** and **Mr. Bolen** noted where cut through traffic causes safety concerns on Sparrow Street.

Mr. Kelver and **Mr. Egner** added that the draft engineering drawings distributed to Council could be incorporated into the City's Public Works Standards.

Mayor Gamba, **Mr. Egner**, and **Mr. Bolen** discussed when new Public Works Standards would be installed and they noted concerns about increasing property owner costs. **Council President Batey** suggested Council consider the connection between Public Work Standards and fees in-lieu of construction (FILOC).

Mr. Kelver noted that staff was looking for Council direction as the project ended.

The group discussed concerns about driveway slopes in relation to sidewalks and costs for property owners to re-engineer existing swales in the ROW. **Councilor Power** noted the need for guidelines to deal with the possible impacts on the neighborhood if the Amadeus Restaurant property were redeveloped.

Councilor Power remarked on how the City had framed the outreach meetings and project and how quickly the neighbors had identified the street issues.

Council President Batey and **Mr. Egner** commented on the possibility of applying the proposed Public Work Standards on other greenways.

Council President Batey expressed support for separated sidewalks everywhere possible with some exceptions for dead end streets.

Mayor Gamba and **Mr. Bolen** discussed non-straight sidewalks that could curve around driveways with swales or planter strips.

The group discussed required street widths and the possibility of curving streets around swales and designated parking areas to encourage slower traffic flow.

Mr. Eaton summarized the street design options allowed by the Milwaukie Municipal Code (MMC) and noted that the proposed Public Work Standards would add a sidewalk on Sparrow Street and allow a street structure variance on 19th Avenue. **Mr. Eaton** and **Mayor Gamba** discussed factors that determine curb width.

Mr. Kelver suggested that the proposed Public Works Standards would establish a set of criteria to be applied to specific situations.

Council President Batey expressed her preference that sidewalks should be allowed to meander and pedestrians and cars should be separated where possible.

Mr. Egner summarized that the Public Works Standards would be used to describe low volume streets that meet certain criteria, and he asked for Council direction to proceed with the proposed engineering designs.

Mayor Gamba remarked that he agreed with the proposed standards and commented that the design should encourage curvilinear streets to slow down traffic. He expressed support for separating sidewalks from streets and noted interest in learning about the impact on sidewalks without curbs. **Mr. Bolen** commented that curbs are installed for aesthetic appeal and to protect the sidewalk.

Mr. Bolen summarized that Council would like specific criteria and options for when to apply a low volume concept. He noted that the proposed Public Works Standards would give the City a tool to use in very specific situations.

The group discussed average traffic flow on 19th Avenue, and they noted other streets that the proposed Public Works Standards could be applied to.

Mr. Kelver and **Mr. Bolen** summarized Council's directives and follow-up items.

The group discussed the remaining Work Session agenda.

Mayor Gamba recessed the Work Session at 5:54 p.m. to convene the Regular Session and reconvened the Work Session at 7:55 p.m. following adjournment of the Regular Session.

Riverfront Park Bridge Update

Mr. Eaton reported that the bridge at Riverfront Park will require drilled piles to repair, and discussed differences between repairing and replacing the bridge. He noted that staff will present options to Council at the February 2, 2016, Regular Session.

Councilor Churchill and **Mr. Eaton** noted hard and soft costs for repairing the bridge.

The group discussed temporarily allowing access to the park from Washington Street.

Mr. Eaton noted potential sources of funding to repair or replace the bridge.

Councilor Power and **Mr. Eaton** remarked on the ability of trucks and trailers to access the park via an altered entrance at Washington Street.

Mr. Eaton explained how the bridge had been built and recommended that the bridge be replaced while the City considers ways to temporarily keep the dock open for use.

Mayor Gamba expressed support for a temporary access point at Washington Street.

The group noted that before 2015 vehicle traffic accessed Riverfront Park via Washington Street.

Update on 21st Avenue and Washington Street Intersection

Council President Batey asked for an update on the traffic signals at 21st Avenue and Washington Street and **Councilor Power** commented that the situation had improved with the opening of the Main Street underpass.

Mr. Eaton reported that staff had started testing new signal software and Union Pacific Railroad (UPRR) engineers would be conducting walk-throughs of the intersection to determine if UPRR would support the proposed changes. He noted the challenges of getting 6 agencies to agree on a solution.

Councilor Churchill and **Mr. Eaton** discussed the estimated cost of repairing the bridge at Riverfront Park. **Mr. Eaton** discussed the type of repair and construction work needed to repair and replace the bridge.

Mayor Gamba adjourned the Work Session at 8:07 p.m. and announced that Council would go into 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.

Respectfully submitted,

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Scott S. Stauffer, Administrative Specialist III

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REGULAR SESSION
JANUARY 19, 2016
City Hall Council Chambers

Mayor Gamba called the 2,214th meeting of the City Council to order at 6:14 p.m.

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

Staff Present: City Manager Bill Monahan, City Attorney Dan Olsen, City Recorder Pat DuVal, Police Chief Steve Bartol, Finance Director Casey Camors, Associate Planner Vera Kolias, and Planning Director Denny Egner

CALL TO ORDER

Pledge of Allegiance.

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

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

MHS Principal **Mark Pinder** introduced Claire Adams and highlighted her achievements at Milwaukie High School notably in the areas of scholarship, varsity athletics, and music. Mayor Gamba and the Councilors congratulated Ms. Adams on her selection as the Outstanding Student Achievement Award recipient for January 2016.

B. Citizen Commendation to Jon Chilton

Chief Bartol said Mr. Chilton, a CenturyLink employee, was working at Hillside Manor when a call went out to the Milwaukie Police to assist a man who was being assaulted. Mr. Chilton came to the victim's aid until the officers arrived on the scene.

C. Clackamas Community College (CCC) Bond Update

Greg Chaimov, CCC Board of Education Zone 1 representative, was joined by Bob Cochran, Dean of Campus Services, to update the City Council and public on the upcoming bond projects. Mr. Chaimov described the Oregon City Campus improvements that included an industrial technical center. An addition will be added to the DeJardin Science Center and an associated student service and community center that would consolidate services on one campus. He described the Harmony Campus Phase II timeline with abatement and demolition of the former Oregon Institute of Technology (OIT) beginning Spring 2016 and construction scheduled for Summer 2016. The buildings were planned to be ready for occupancy Fall 2017. Mr. Chaimov described other bond related projects including the Meyers Road Extension that added a third entrance to the Oregon City Campus and improved the connection to Oregon City High School; school district partnerships; and the Newell Creek Headwaters stormwater improvements.

Mr. Cochran discussed the flexible uses to the Harmony Campus facilities and explained that the goal was to locate allied health profession students and associated science classes at the same campus to reduce the amount of travel time to the Oregon City campus.

Councilor Power asked for additional information on student transportation needs and tracking those needs.

CONSENT AGENDA

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

A. City Council Meeting Minutes:

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. Resolution 10-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, authorizing the City Manager to sign a Personal Services Agreement with Rhett Bernstein, Attorney at Law, for City Prosecutor Services.

C. Resolution 11-2016: 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.

D. Approve 2016 Local and Regional Committee Assignments.

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

AUDIENCE PARTICIPATION

Mayor Gamba provided information on the audience participation procedures.

Mr. Monahan reported there was no audience participation follow up from the January 5, 2016, meeting.

Lane Rollins, Milwaukie resident, advocated for a four way stop at 37th Avenue and Harrison Street. He cited a number of visibility problems that included a bus stop at that corner. He commented on the lack of follow up on the part of the City including inquiries he had made online and at the Sunday Farmers' Market. He also expressed concern with the oil train traffic and potential for accidents and water supply contamination.

Councilor Power discussed some of the concerns with the functionality of the website and projected updates.

PUBLIC HEARING

None scheduled.

OTHER BUSINESS

A. Downtown Parklet Program

Ms. Kolias summarized the program to date and direction from the City Council for new and renewing applications. City Council agreed the current Wine:30 parklet could be open year round as a separate pilot project. One remaining question was the request for a cover for the parklet in addition to the already allowed umbrellas as part of the new application process. Staff identified concerns from a structural and engineering standpoint and the line of sight to other businesses. Ms. Kolias felt those could be addressed through performance standards to help guide evaluation of the design.

Council President Batey noted the signs would be blocked from a certain angle. She recalled from Planning Commission meetings that the hope was that businesses would transition to the blade signs over time.

Councilor Parks asked if there was a size limit on the umbrellas that were currently permitted and what the height was of the cover Mr. Cannelos used during the Umbrella Parade.

Ms. Kolias replied there were no size limitations on umbrellas in the pilot program. The only limitation was that the umbrellas would have to be confined within the parklet and not go over the sides into the street. She understood from Mr. Cannelos that he would request 10 feet in height. The tent used during the Umbrella Parade was approximately 10 feet wide and the height at the top was just over 6 feet. Mr. Cannelos has not made an application to date.

Council President Batey asked about the drainage and stability and if a removable cover something like an awning would be ruled out.

Councilor Power thought there should be some kind of flexibility to prevent damage in high winds.

Ms. Kolias discussed insurance policy questions Councilor Churchill had submitted via email. The insurance carrier responded to Mr. Cannelos, and Ms. Kolias provided those answers. Many of those responses were dependent on the specifics of the claim. The City was listed as an additionally insured, and the policyholder was carrying the amount required.

Councilor Churchill explained that he was just trying to understand the parklet zone risks.

Mr. Olsen would like to take a closer look at the policy to ensure the area was clearly defined and make sure there was an endorsement rather than a certificate.

Councilor Churchill said it had been represented when the business sought approval for a year round parklet that it would not be covered. How has that changed?

Ms. Kolias replied a request came from the parklet owner, and Council was being asked if it wanted that to be part of the application.

Mayor Gamba asked if attaching a cover to the building was precluded. **Ms. Kolias** replied not at this point.

Councilor Power said there had been a public comment about kickstarter campaign to the original pilot initiated in 2014 to which she and others had contributed. She had no financial ties to this parklet or others in the future so she did not believe she would be precluded from voting. She asked Mr. Olsen's opinion.

Mr. Olsen said the Oregon Supreme Court has recognized that elected officials tended to be active members of their communities. In these contexts, contributions were not a conflict. He discussed the need to declare a potential conflict if there were financial connections. In this case where there was no financial relationship there was no conflict of interest

Jesse Cannelos, owner of Wine:30 on Main Street, said initially the parklet was not year round, but now there was a pilot for a year round program. The proposed 10-foot removable cover could be taken down during heavy winds. There was a pop up tent on the parklet for the Umbrella Parade and City Hall Tree Lighting event, and the parklet was filled showing the community environment he was trying to create. At the top, the pop up tent measured 73 inches. The poles at each corner of the parklet were eight feet high. He called Council's attention to the new quilt shop business owner saying one of the reasons she moved to Milwaukie had to do with the parklet. He suggested a grant program to set up one or two more parklets to encourage businesses. He commented on the difficulty and complications of the process. The initial concept a year

ago was to have 10 foot poles and attach the cover to the building above the counter area and stay within the parklet boundaries.

Councilor Churchill asked Mr. Cannelos if he would be willing to work with staff to create story poles to define the true signage impact.

Mr. Cannelos said he had been willing to work with the City throughout the process.

Councilor Churchill noted that Americans with Disabilities Act (ADA) had been a battle, and **Mr. Cannelos** responded that he had expressed his willingness to work with City engineers.

Mayor Gamba explained Mr. Cannelos had done what the City required and that there was outdoor seating available for disabled patrons.

Mr. Cannelos said the parklet has provided improved leaf cleanup, added energy and vibrancy of downtown, helped recruit new businesses and added jobs, and attracted out of town visitors. He requested that the City Council approve year round use, approve covers, and develop a grant program to help develop one or two public and/or private parklets to help improve the City.

Councilor Power understood the question was should covers be allowed in addition to umbrellas, and if so was staff on the right track with the performance standards. She acknowledged the frustration about the length of the process, and she appreciated Mr. Cannelos' patience and partnership during the public process. Canopies were something she would like to authorize to encourage multi-season use while not negatively impacting neighboring businesses.

Councilor Parks felt Mr. Cannelos had given a lot of thought about community impact.

Councilor Churchill thought the story poles would be an effective way to judge the impact for pedestrians and for drivers. Many adjacent business owners had indicated they were not happy with the impact of the parklet and were concerned about the visibility of their business if a cover was installed.

Council President Batey noted Wine:30 had twice as many Facebook likes as any other downtown businesses. She felt it made the downtown much more vibrant.

Mayor Gamba appreciated Mr. Cannelos' participation and the inherent difficulties in being a forerunner. He thought story poles were irrelevant in this instance and that covers should be appropriate for the use. He was fully in favor of allowing coverings that were both sturdy and attractive. He suggested looking into cabling from the building.

B. Council Reports

Council President Batey announced the City of Milwaukie will join the Portland Bureau of Transportation (PBOT) this Fall for a Sunday Parkways event. There will be a public meeting on February 6, 2016, at Milwaukie City Hall to begin the planning process.

Councilor Power attended several wastewater meetings, and she and other members of staff and the Library Services Expansion Task Force (LSETF) are schedule to attend Neighborhood District Associate (NDA) meetings to discuss the task force's findings and results of the polling.

Mr. Monahan added that LSETF polling information would be reviewed at the upcoming study session.

Mayor Gamba announced the upcoming North Clackamas Chamber of Commerce State of the Cities luncheon.

Mayor Gamba announced that the City Council would return to the work session to hear Engineering Director Eaton's update on the Riverfront Park Bridge. Following adjournment of the work session, the City Council would go into executive session

pursuant to ORS 192.660(2)(h) to consult with legal counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed. Council would not return to open session after the executive session.

ADJOURNMENT

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

Mayor Gamba adjourned the regular session at 7:49 p.m.

Respectfully submitted,

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Pat DuVal, Recorder

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STUDY SESSION
JANUARY 21, 2016
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 Wilda Parks and Karin Power

Excused: Councilor Scott Churchill

Staff Present: City Manager Bill Monahan, City Recorder Pat DuVal, Finance Director Casey Camors, Planning Directory Denny Egner, Community Development Director Alma Flores, IT Director Karen Eichelberger, IT Analyst II Chris Amick, and Library Director Katie Newell

Recreational Marijuana Regulations

Mr. Egner explained he was preparing code language for Planning Commission consideration. There was agreement on the 3% tax and a special business license. Regarding the land use code requirements it was feasible to take the same location and operational standards currently in place for medical establishments and use them for the recreational retail outlets a couple of exceptions. He discussed the desire to have a separation between recreational outlets and the consideration about buffers around parks. He provided a map that illustrated the impacts and explained recreational sales in industrial areas. He had not completed the analysis of retail uses in industrial areas. The staff report addressed processing facilities and labs and the potential for establishing some standards for noxious odors. He also noted the possibility of discussing buffering from residential zones. He noted that many residential areas were buffered from industrial areas already, and processing plants tend to put in scrubbers. He gave an overview of discussions about outdoor grow sites related to industrial and residential areas. **Councilor Power** suggested looking at lot size and setbacks.

Council President Batey noted that the 1,000 foot buffer around parks could be smaller. The staff report discussion about the possibility of discouraging businesses led her to suggest thinking about size limitations, especially for grow sites. **Mayor Gamba** wanted to look at grow sites producing energy via renewable resources.

Mr. Egner noted that he had made an interpretation on a medical processing facility and approved it a year ago. Recreational processing facilities were now being requested. He hoped the City Council would sign off on the processing component and be consistent in the sign off on land use compatibility. He would go to the Planning Commission work session next Tuesday.

Council Biennial Budget and Council Information Technology (IT) Needs

Ms. Eichelberger and **Mr. Amick** provided a demo of the iPad Pro as an alternative to the Council's current iPads.

Mr. Monahan noted that **Ms. Camors** was preparing the City's biennial budget and wanted to give Councilors an opportunity for review. **Council President Batey** had a question about the education and training budget and costs related to the League of Oregon Cities conference.

Councilor Parks observed there had been years when the City Council was not that engaged and discussed how trainings helped Councilors better serve the community. She would be in favor of increasing the budget in that area.

Mayor Gamba advocated for increasing education and training.

Councilor Power suggested the Mayor have a larger budget.

Councilor Parks added that conferences allowed Councilors to be better informed about current issues to help make better decisions.

City Council gave direction to increase the Council education and training budgets to $3,000 per Councilmember per year and increase the Mayor's budget to $5,000 per year.

Councilor Power suggested renewing the mural program and creating a public grant program.

The group discussed the Beacon Program and Council stipends and taxes. **Mr. Monahan** suggested an independent evaluation of the stipend.

Clackamas County Human Services Program

Don Krupp, Clackamas County Administrator, provided an overview of how the Health, Housing, and Human Services Department worked within the County.

Richard Swift, Director of Health, Housing, and Human Services, briefly discussed the budget. He was seeking collaboration with the cities within the County and provided an overview of the department.

Rod Cook, Director of the Children, Youth, and Families Division, discussed the programs the division provides.

Deborah Cockrell, Director of the Health Clinics Division, provided an overview of the division and the services it provides.

Mr. Swift noted that Maureen Thompson, Director of Community Solutions, was not present, and explained that division's role and services it provides, such as return to workforce programs, weatherization, and energy education.

Dana Lord, Director of the Public Health Division, explained the services the division provides.

Mary Rumbaugh, Director of the Behavioral Health Division, discussed the services the division provides and the Centerstone clinic.

Brenda Durbin, Director of the Social Services Division, explained the services the division provides, including services for seniors and veterans.

Chuck Robbins, Director of the Housing Authority and Community Development Division, discussed the services the division provides. He also explained public housing properties, including those on Hillside in Milwaukie—Hillside Manor and Hillside Park. A recently completed property assessment indicated the need for significant infrastructure investments. There was hope to redo or expand the Hillside properties. He discussed the engagement of a project manager and others to get the project done.

The group discussed the importance of engaging in a dialogue with residents and talked about affordable housing communities concepts. **Mr. Robbins** discussed the process of converting the public housing to vouchers, and the funds needed to update and improve the buildings. He said it was important to show that the Housing Authority properties were old, identify the need for more housing, and have a project in place to relocate people during the building of new properties, so as not to displace residents.

Mr. Swift added that the County would not move forward without having the City as a team member in the process to discuss with neighborhoods and others impacted.

Mayor Gamba announced a 5 minute recess and then reconvened the Study Session.

Library Services Expansion Task Force (LSETF) Polling Update

Ms. Newell, **Michael Selvaggio** with Prospect PDX, **Ben Patinkin** with Patinkin Research Strategies, and **Scott Barbur**, LSETF Chair introduced themselves. **Mr. Patinkin** provided an overview of the polling, and discussed the decision of which bond to put on the ballot. He explained that once people were engaged, the more supportive they were. He noted that the majority of those likely to vote were library card holders. Results showed support for "nuts and bolts" updates, like safety and efficiency. He explained his recommendation to go for the $8.5 million bond.

Council President Batey had further concerns regarding the use of $175,000 average house assessed value when comparing similar bonds, such as the North Clackamas Schools bond and the County Emergency Communication Systems bond, which used $200,000 figures.

Mr. Patinkin noted that based on what he was seeing with the North Clackamas bond, people were now more open in the better economic times.

Councilor Power responded to Council President Batey's comments, explaining that the $175,000 figure was based on the average home value in Milwaukie, which was seen as more conservative and accurate by Ms. Camors.

Mr. Selvaggio said there would not be any conflicting arbitrary information on the ballot. **Ms. Newell** also noted there was not a big dollar difference between the two figures.

The group discussed the possibility of a $9 million dollar bond.

Mayor Gamba commented on the Waldorf expansion with a new building across from the library. He discussed using one level of that building for the library for $8 million.

Mr. Monahan discussed a possible hybrid model, with two library functions at both locations.

Councilor Power noted the closeness to deadlines, although the partnership idea was interesting.

Mr. Barbur said that people loved the library in its current location, and suggested investing in the library that the public knows and loves.

Mr. Patinkin noted the results that highlighted the palpable generational feeling of the Ledding Library's current location.

The group discussed service area and funding.

Mr. Selvaggio talked about potential for getting other stakeholders involved.

Mr. Patinkin noted the importance of motivating individuals for the success of bonds.

Mayor Gamba adjourned the Study Session at 9:40 p.m.

Respectfully submitted,

_____

Amy Aschenbrenner, Administrative Specialist II

MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 3. B.**
Meeting Date: **Feb. 16, 2016**

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **Contract for Utility Billing Printing & Mailing Services**

From: Bonnie Dennis, Assistant Finance Director

Date: February 3, 2016

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to execute a purchase agreement with Cascade Form Systems and Wright Imaging for utility billing printing & mailing services. The term of the purchase agreement is (2) two years with a (1) one-year extension option.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

February 2011 – The City contracted printing and mailing services for utility billing with Cascade Form Systems and Wright Imaging (CFS/WI).

December 2015 – The City initiated a request for quote for utility billing printing and mailing services.

January 2016 – Staff sent a notice of intent to award the contract to CFS/WI based on the evaluation committee's recommendation.

BACKGROUND

Since 2011, the City has outsourced utility billing printing and mailing services. This service includes printing and mailing of approximately 7,000 utility invoices monthly for both residential and commercial accounts. Additionally, the City offers a paperless invoicing environment for customers, offered through the same existing service provider.

The City initiated a request for quote for a commiserate service in December of 2015 and received three quotes. The three quotes were reviewed by an evaluation committee made up of Finance Department staff members who determined that two of the three quotes were comparable and complete. After thorough review of the two complete quotes, the committee determined that CFS/WI offered a more substantial service that fits the needs of the City. The services offered and pricing from CFS/WI provided the comparative lowest cost therefor, the committee selected CFS/WI to continue utility billing printing and mailing services.

CONCURRENCE

None

FISCAL IMPACTS

Compensation over the life of this Contract is not to exceed one hundred fifty thousand dollars ($150,000). The contract will expire on February 28, 2018.

WORK LOAD IMPACTS
None

ALTERNATIVES
Utilize a different contractor, or begin printing and mailing in house. Both options will require staff time to implement.

ATTACHMENTS
1. Resolution
2. Purchase Agreement
3. Copy of Request for Quotes

Attachment 1

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 PURCHASE AGREEMENT WITH CASCADE FORM SYSTEMS AND WRIGHT IMAGING FOR UTILITY BILLING PRINTING AND MAILING SERVICES

WHEREAS, it is the policy and practice of the City of Milwaukie to contract with a professional printer to print and mail utility billing invoices monthly; and

WHEREAS, the City of Milwaukie performed a request for quote for printing and mailing services upon expiration of the existing contract; and

WHEREAS, the evaluation committee reviewed the quotes and selected Cascade Form Systems and Wright Imaging for printing and mailing utility billing services.

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie, Oregon, directs the City Manager to sign a purchase agreement contract with Cascade Forms and Wright Imaging effective March 1, 2016.

Introduced and adopted by the City Council on February 16, 2016.

This resolution is effective on February 16, 2016.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

Contract No. _____

PURCHASE AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR UTILITY BILLING PRINTING & MAILING SERVICES

THIS CONTRACT is made and entered into this 19th of January, 2016, by and between the City of Milwaukie, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and Cascade Form Systems, Inc. and Wright Imaging, Inc., hereinafter called "Contractors."

RECITALS

WHEREAS, City has need for certain goods and services provided by Contractors, and

WHEREAS, Contractors are in the business of selling certain goods and services and are aware of the purposes for which City will use the goods,

THEREFORE, City and Contractors wish to enter into a contract under which City shall purchase the goods and services described in Contractors' bid in accordance with these contract documents, including the attached standard terms and conditions.

TERM AND CONDITIONS

Any purchase made against this Contract shall be in compliance with the terms and conditions set forth in these contract documents, including those listed in Exhibit A, Standard Terms and Conditions.

GOODS OR SERVICES TO BE PROVIDED

City shall purchase goods and services from Contractors in accordance with specifications, scope, and unit prices outlined in Exhibit B. This Contract is non-exclusive; City reserves the right to procure goods or services through any other means as it deems necessary. Contractors shall be responsible for the delivery of goods and services in accordance with Exhibit B and the terms and conditions of this Contract.

EFFECTIVE DATES AND DURATION

This Contract shall become effective upon March 1, 2016 and shall expire, unless otherwise terminated or extended, on February 28, 2018. The City shall also retain the rights to one (1) one-year extension to the Contract.

COMPENSATION

City agrees to compensate Contractors for goods or services supplied, including any applicable shipping and handling charges, as described in Exhibit B. City shall not be responsible for payment of any materials, services, expense, or costs other than those which are specifically included in Exhibit B. Payment shall be on a unit price only for those goods or services received in an acceptable condition to City. Compensation over the life of this Contract is not to exceed one hundred fifty thousand dollars ($150,000). Any pricing increase must be submitted to the City 60 days prior to the effective date and must be in compliance with the Escalation Clause stated in Exhibit B. Payment will be made based on Contractor's invoice, subject to the approval of the Contract Manager or appropriate City representative, and not more frequently than monthly. Payment shall be made only for work actually completed as of date of invoice. Payment terms shall be net 30 days from date of invoice.

CONTACT INFORMATION

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

Contact for City of Milwaukie:	Contact for Cascade Form Systems, Inc.:
Attn: Joe Gardner	Attn: Linn Haglund
10722 SE Main Street Milwaukie, Oregon 97222	Address: 14050 SW Pacific Hwy, Suite 206, Tigard, OR 97223 PO Box 23905, Tigard, OR 97281-3905
Phone: 503-786-7597	Phone: 503-639-0799
Fax: 503-786-7528	Fax: 503-684-6461
Email Address: gardnerj@milwaukieoregon.gov	Email Address: cascadeforms@comcast.net

	Contact for Wright Imaging, Inc.:
	Attn: Melisa Otrugman
	Address: 13107 NE Airport Way, Portland, OR 97230
	Phone: 503-445-3263
	Email Address: motrugman@wrightimg.com

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

Accounting Contact for City of Milwaukie:	Accounting Contact for Cascade Form Systems, Inc.:
Attn: Kelli Tucker	Attn: Linn Haglund
10722 SE Main Street Milwaukie, Oregon 97222	Address: 14050 SW Pacific Hwy, Suite 206, Tigard, OR 97223 PO Box 23905, Tigard, OR 97281-3905
Phone: 503-786-7523	Phone: 503-639-0799
Fax: 503-786-7528	Fax: 503-684-6461
Email Address: tuckerk@milwaukieoregon.gov Invoice Email Address: ap@milwaukieoregon.gov	Email Address: cascadeforms@comcast.net

	Accounting Contact for Wright Imaging, Inc.:
	Attn: Melisa Otrugman
	Address: 13107 NE Airport Way, Portland, OR 97230
	Phone: 503-445-3263
	Email Address: motrugman@wrightimg.com

CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractors acknowledge that for all purposes related to this Contract, Contractors are and shall be deemed to be an independent contractor as defined by ORS 670.600 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 Contractors are 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 Contractors under the terms of this Contract, to the full extent of any benefits or other remuneration Contractors receive (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 Contractors or to a third party) as a result of said finding.

Contractors acknowledge that for all purposes related to this Contract, Contractors are not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

INDEMNIFICATION

Contractors shall defend, indemnify, and hold harmless City, City's officers, employees, agents, and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractors or its Subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

INSURANCE

Contractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities and work hereunder.

The policy or policies of insurance maintained by the Contractors shall provide at least the following limits and coverages:

a. Commercial General Liability Insurance
If Contractors will be installing or testing the goods, or otherwise performing services on City's premises, Contractors shall provide a certificate indicating that Contractor has commercial general liability insurance covering bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance. Coverage will include $1,000,000 per occurrence and $2,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractors hire a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

b. Business Automobile Liability Insurance
If Contractors will be delivering the goods, Contractors shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractors hire a carrier to make delivery, Contractors shall ensure that said carrier complies with this paragraph.

c. Workers' Compensation Insurance
The Contractors, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain workers' compensation coverage. All non-exempt employers shall provide Employers Liability Insurance with coverage limits of not less than $500,000 each accident.

d. Certificates of Insurance
As evidence of the insurance coverage required by the contract, the Contractors shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Contract.

e. City's insurance is excess and not contributory insurance with the insurance required by this contract.

Any action or suits involving any question arising under this Contract must be brought in the Circuit Court of the State of Oregon.

COMPLETE AGREEMENT

This Contract, including the attached terms and conditions and exhibits, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract 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 Contract. Contractors, by the signature of its authorized representative, hereby acknowledges that he/she has read this Contract, understands it and agrees to be bound by its terms and conditions.

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

CITY OF MILWAUKIE

_____
Signature

_____
Printed Name & Title

_____
Date

CASCADE FORM SYSTEMS, INC.

_____
Signature

_____
Printed Name & Title

_____
Date

WRIGHT IMAGING, INC.

_____
Signature

_____
Printed Name & Title

_____
Date

EXHIBIT A

CITY OF MILWAUKIE
STANDARD TERMS AND CONDITIONS

1. Packing & Shipment. Deliveries shall be made as specified, without charge for boxing, crating, carting or storage. Material shall be suitably packed to ensure against damage from weather or transportation and to secure lowest transportation costs, and in accordance with the requirements of common carriers. Buyer's Order number and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be conclusive on shipment not accompanied by packing lists. Unless otherwise specifically agreed, all costs of packaging and shipment are included in the purchase price and all goods will be shipped, with all costs prepaid. Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer in this Order.
2. Warranty. Unless otherwise agreed in writing, Seller warrants that the products ordered will conform to the specifications herein and to any drawings, samples, or other description furnished or adopted by Buyer. All products are warranted to be merchantable, to be of the highest quality design, material, and workmanship and free from defect and to be fit for purpose intended. All warranties shall survive inspection or test, acceptance and payment. Warranties shall run to Buyer, its successors, assigns and customers. Warranty period shall be (1) year from date of acceptance by Buyer.
3. Inspection and Acceptance. At Buyer's request, Seller shall provide a complete inspection program; satisfactory to Buyer, for Buyer's inspection of all materials, fabricating methods, equipment in process work and finished products.
   If this Order provides for inspection of the work by Buyer on site during the period of manufacture, Seller agrees to provide Buyer's inspectors with reasonable facilities and assistance during such inspection. Inspection by Buyer shall not unduly delay the work. Buyer may charge Seller any additional cost incurred by Buyer if the work is not ready in accordance with the inspection schedule. Any inspection made or Waiver-of-Inspection-Notice given by Buyer will not relieve Seller from its responsibilities for delivering products and work hereunder.
   Acceptance or rejection of the products shall be made up to 10 days after delivery and inspection by Buyer except as otherwise provided herein. Failure to inspect and accept or reject products shall neither relieve Seller from responsibility for such products, which do not meet the requirements herein nor impose liability on Buyer therefore.
4. Delivery. If Seller fails to meet the delivery schedule provided herein, Buyer may require Seller to deliver the products, or any portion thereof, in any manner commercially necessary to speed delivery, all at the Seller's sole expense. Unless otherwise agreed upon in writing by Buyer and Seller, Seller shall be required to pay the normal freight weight plus any premium rate required. Invoices covering products shipped in advance of the date specified will not be paid until after the date specified for delivery and are subject to rejection, as provided in this paragraph immediately below, if shipped too early.
   Neither party shall be liable for delays or defaults due to strike, fire, windstorm, riot, natural disaster, war, civil unrest or other similar unforeseeable cause beyond the control and without the fault or negligence of the party incurring such delay. Seller shall notify Buyer in writing of the existence of such cause within five (5) days after the commencement of the delay or default giving pertinent information concerning such cause. No delivery shall be made more than seven (7) days prior to the applicable delivery date, and Buyer shall have the right to return earlier deliveries at Seller's risk and expense or charge to Seller any additional costs sustained because of the same.
5. Buyer-Furnished Materials. Seller shall assume all risk of loss of any material furnished by Buyer to Seller for use in performance of this Order.
6. Taxes. Seller shall not invoice Buyer for any taxes nor include in Seller's price any federal excise, state, or city tax or any other tax, unless Seller has first asked Buyer for Buyer's tax exemption number and it has been agreed upon between both parties that Buyer is not exempt from the tax.
7. Changes. Buyer may, by written order, make changes including changes in drawings or specifications. Buyer will equitably adjust any difference in cost or time for performance resulting from such change and the Order modified in writing accordingly. ANY CLAIM BY SELLER UNDER THIS CLAUSE MUST BE ASSERTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF SELLER'S RECEIPT OF THE CHANGE ORDER OR THE CLAIM WILL NOT BE ALLOWED.
   In the event that Buyer proposes any change prior to making such change by written order and such change will have an effect on the warranty of the products procured by this Order, Seller shall notify Buyer in writing of such effect within 10 days of receipt of such proposal.
8. Advertising. Seller shall not, without the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish to Buyer the products herein.
9. Cancellation for Cause. Buyer may cancel all or any part of the undelivered portion of this Order if Seller breaches any of the terms hereof or in the event of any of the following: Insolvency of Seller, a voluntary or involuntary petition in bankruptcy for, by or against Seller; the appointment of a receiver or trustee for Seller, or an assignment for the benefit of creditors by Seller or if Buyer has reasonable cause to believe Seller will become insolvent, file for bankruptcy, go out of business or that the products being shipped may be subject to lien, claim or attachment by a creditor of Seller. Any such cancellation under this section shall be cancellation for cause and in the event of such cancellation, Buyer shall have the right to complete, or cause to have completed, this Order including the right to cause Seller to produce, without liability of any kind to the Buyer, proprietary items of the Seller as necessary to complete the Order. The remedies and damages in this section shall be cumulative and in addition to any other or further remedies provided at Law or in Equity, including reasonable and necessary attorney's fees and other costs of litigation.
10. Termination. Buyer has the right, in its sole discretion, to terminate this Agreement without cause or for no cause at any time by giving notice to Seller. If Buyer terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. Buyer may deduct the amount of damages, if any, sustained by Buyer due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.
11. Assignment and Subcontracting. Seller may not assign or subcontract any of its rights or obligations hereunder without the prior written approval of Buyer. Any unapproved assignment shall be void. Seller shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by Buyer of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the Buyer. Buyer may assign its rights under this Order.
12. Work on Buyer's Premises. If Seller's performance of this Order involves operations by Seller on Buyer's premises, Seller shall (a) provide all necessary and sufficient safeguards and take all proper precautions against the occurrence of injury to any person or damage to any property, and shall be responsible for and shall indemnify and hold harmless Buyer, its representatives, officers, employees, and agents from any and all loss, suit, action or claim, including cost and attorney's fees, by reason of injury, including death, to any person and carry public liability and property damage insurance with limits of liability of not less than $1,000,000 each, unless higher limits are required by a signed purchase agreement, with contractual liability endorsement and such insurance as set forth in the insurance clause of the contract. Compliance shall be verified by Certificate of Insurance with appropriate endorsements sent to Buyer prior to Seller commencing work on Buyer's premises. Any work performed on Buyer's premises must be done
   pursuant to all OSHA standards, all applicable State and Federal health and safety laws, rules and regulations and all workers must be covered by workers' compensation insurance furnished through and paid for by Seller.
13. Stop Work Order. Buyer may, at any time by written order to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of 90 days after the written order is delivered to Seller, and for any further period to which the parties may agree and for any other period to which the parties may have agreed or as provided in Section 4, 10, and/or 11. Within the period of 90 days or less or within any extension of that period, Buyer shall either: (a) cancel the "Stop Work Order" and direct Seller to resume work; or (b) terminate the work covered by this Order. If Buyer orders Seller to resume work, Seller shall be entitled to any equitable adjustment pursuant to Section 8 provided a claim for such an adjustment shall be submitted by Seller within 30 days after the end of the period of work stoppage.
14. Payment. Payment date shall be calculated from the date of Buyer's receipt of an acceptable invoice and Buyer's acceptance of the products and supporting documentation at destination.
15. Information/Data. Unless otherwise agreed in writing any designs, drawings, specifications, or other manufacturing information furnished by Buyer to Seller shall be confidential to Buyer and is furnished solely for the performance of this Order. All copies of such information shall be returned to Buyer upon completion of the Order. Any designs, drawings, specifications, or other manufacturing information delivered by Seller to Buyer may be used for any purpose whatsoever. The foregoing shall apply notwithstanding the presence or absence of any contrary legend or statement on any of such information. All

business and governmental information materials containing business and governmental information provided by Buyer to Seller shall be treated as confidential.

16. Compliance with Laws and Regulations. Seller warrants that all products, goods, or work delivered and performed shall comply with all applicable Federal, State or Local Laws or Regulations including without limitation The Occupational Safety and Health Act (29 USC. Chapter 15); Federal Hazardous Material Transportation Act (49 USC. Chapter 27); Equal Employment Opportunity; E.O. 11246 and 41 CFR Sections 60-1.4 and 60-1.7; Employment of the Handicapped E.O. 11758 and 41 CFR Section 60-741-4; Utilization of Minority Enterprises E.O. 11625 and 41 CFR Subpart 1-1.13; Age Discrimination E.O. 11141, Employment of Veterans E.O. 11701 and 41 CFR Section 50-250.4 and all rules, regulations and amendments issued pursuant to the foregoing.

    Seller shall indemnity Buyer, its officers, employees and agents against any damages, penalties, costs or expenses incurred in connection with any alleged violation of any Federal, State or Local Law or regulating the manufacture or sale to the Buyer of any Item covered by this Order.

17. Patents, Copyrights, Trademarks. Seller warrants that no products will be furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark. Seller agrees to immediately replace at its sole cost any products furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark or to take all steps necessary at Seller's sole expense to remove such infringement.

    Seller will indemnify and hold harmless Buyer, its representatives, officers, employees and agents from and against any and all costs, royalties, damages and/or expenses which may arise out of or result from, or be reasonably incurred in contesting any claims that the methods, processes or acts by the Seller or its employees or the products furnished hereunder, infringes or contributes to the infringement of any letters, patent, copyright or trademark.

18. Waiver. The failure of Buyer to enforce at any time any of the provisions of this Order or to exercise any option herein provided, shall not be a present or future waiver of such provisions, nor in any way affect the validity of this Order or any part hereof, or the right thereafter to enforce each and every such provision. The express waiver (whether one (1) or more times) of any provision, condition or requirement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

19. Independent Contractor. Seller is an independent contractor and persons employed by Seller shall be employees of Seller and not employees of Buyer.

20. Complete Agreement. The Purchase Agreement and any referenced attachments constitute the complete agreement between the parties. Except as otherwise provided herein, it is subject to change only by an instrument signed in writing by both parties.

21. Acceptance by Performance. If Seller fails provide to Buyer with a signed copy of this order, but delivers product or performs the services specified in this agreement, then Seller agrees that the Seller shall be deemed to have accepted the terms and conditions of this order, as provided on both the front and this reverse side of the order. Buyer must agree any changes or modifications to this order by Seller to, in writing, or they shall not be deemed accepted by Buyer and if the Seller delivers the products nonetheless, then the original terms and conditions of this order shall govern.

22. Mandatory Mediation and Binding Arbitration. If there is a dispute concerning any of the terms, conditions or the performance of this order, then it is hereby agreed by both Buyer and Seller that the dispute shall be submitted first to non-binding mediation, to be performed by a sole mediator to be agreed upon between Buyer and Seller. If a mediator cannot be agreed upon, then the parties agree that any Circuit Court judge for the State of Oregon, County of Clackamas, shall be authorized to appoint a mediator for the parties.

    Should the parties fail to reach an agreement through mediation, then the parties shall submit to binding arbitration, which shall be governed by the rules of the Arbitration Service of Portland, and shall be conducted within Clackamas County. The arbitration shall be conducted by a single arbitrator chosen by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, the parties shall ask the Presiding Judge of the Circuit Court for Clackamas County to select the arbitrator. If the arbitrator determines that one party is the prevailing party, then the losing party shall be required to pay all fees and costs of the arbitration. On the other hand, if the arbitrator determines that neither party is to be considered the prevailing party, then the fees and costs of the arbitration shall be divided equally between the parties. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, then the other party shall be entitled to costs, including reasonable attorney fees, for having to compel arbitration or defend or enforce the award. The parties agree to defend the arbitrator and any individual engaged in the administration of an arbitration proceeding from any subpoenas or claims from third parties arising out of this order or the arbitration.

23. Jurisdiction and Attorney Fees. This order shall be governed and construed according to the laws of the State of Oregon. If a dispute shall arise under this order necessitating the services of an attorney, then the prevailing party shall be entitled to collect from the losing party all of its/his/her reasonable costs and attorney fees, either in arbitration (if awarded by the arbitrator as provided above), or by a court before which any matter concerning this order may be heard, both at trial and on appeal.

24. Neutral Interpretation. This order constitutes the product of negotiations between the parties hereto. Any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of draftsmanship.

25. Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between the provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which to the parties have no legal right to contract, the latter shall prevail. The provision of this Agreement, which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

26. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, then that period shall be extended to include the next day which is not a Saturday, Sunday or holiday.

27. Notice. Any notice required or permitted to be given by either party to the other shall be deemed to have been given when sent via telecopy, overnight air courier, or deposited in the United States mail certified, return receipt requested, with first class postage prepaid, addressed as indicated on the front of this order, or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. Notice shall also be considered effective upon delivery if personally delivered.

28. Conditions of Supplying a Public Agency. Where applicable, seller must make payment promptly as due to persons supplying Seller labor or materials for the execution of the work provided by this order. Seller must pay all contributions or amounts due from Seller to the Industrial Accident Fund incurred in the performance of this order. Seller shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of Buyer on account of any labor or material to be furnished. Seller further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

29. Payment of Claims by Public Officers. In the event that Seller fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Seller or a subcontractor of Seller by any person in connection with the performance of this order when such claim becomes due, then the proper officer or officers representing the Buyer hereunder may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due to the Seller by reason of this order. The payment of a claim in the manner authorized by this provision shall not relieve the Seller or any of the Seller's surety from obligations with respect to any unpaid claims.

30. Health Care Benefits for Seller's Employees. If this order involves public service, then Seller must provide health care benefits to all employees who are performing services previously performed by public employees performing similar duties under this order.

31. Hours of Labor. 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.

32. Medical Care and Workers' Compensation. Seller 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 such Seller, of all sums which the Seller agrees to pay for such services and all moneys and sums which the Seller collected or deducted from the wages of the employees pursuant to any law, contractor agreement for the purpose of providing or paying for such service.

EXHIBIT B

SCOPE OF WORK

General

Cascade Form Systems shall provide invoice forms, #10 custom security envelopes, #9 custom envelopes to Wright Imaging for processing. Wright Imaging shall print and mail approximately 7,000 invoice forms monthly. Invoice forms shall be printed on 8 ½ x 11-inch custom forms. Invoice forms shall be mailed with a #9 custom return envelope inside a custom #10 envelope with security tint. Wright Imaging shall provide electronic invoice forms to customers who opt for paperless billing, along with monthly notification of availability.

Data Acquisition

Data record files shall be posted to the Wright Imaging FTP site in a XML format and mutually agreed naming convention between the 24th-28th of each month. Wright Imaging shall email confirmation of file upload and desired mailing date. Wright Imaging shall email supplemental reports containing any address errors, forwarding addresses, and change of address.

Data Processing

Wright Imaging shall pre-process all files prior to printing, including but not limited to:

- Calculate invoice volumes
- Process data records through CASS software for address verification
- Generate invalid and changed address reports for all address not matching USPS database
- Format invoice forms according to specifications

Delivery

Cut-off dates, times, and location for uploading the data file, invoice forms, additional inserts, and envelopes for processing monthly printing and mailing services, including electronic statements. Identify number of business days in advance the item(s) must be received. List any other requirements necessary to complete these services. Time to manufacture is factored in to the days below.

ITEM	CUT-OFF DATE/TIME	BUSINESS DAYS TO PROCESS	LOCATION	COMMENTS
Data file upload	Weekdays – 10 AM	1-2	Portland, OR	Saturday included with continued Saturday
Additional inserts	End of Day	7-10 Work Days	Portland, OR	Mail service *2 days prior
Envelopes (#10 and #9)	End of Day	5-7 Work Days	Portland, OR	
Invoice forms	End of Day	7-10 Work Days	Portland, OR	
Other	4 PM	Same Day	Portland, OR	

* Inserts sent by the City shall arrive two (2) days prior to file upload date.

EXHIBIT B

Pricing of Goods and Services

It is expressly understood that not all items listed here in Exhibit B will be needed. City shall have complete discretion to select only those goods or services needed at any time. All prices are in U.S. dollars.

ITEM	PRICE	COMMENTS
Rate for mailed invoice form	$0.105	Price includes processing, printing and mailing of one (1) sheet with black variable ink
Rate for electronic invoice form	$0.17	Per SMART bill view
Monthly Fee	$0.02	Currently: 0.02 x # of customers
Rate for #10 custom security envelopes	$0.029	Price based on qty. 35,000
Rate for #9 custom envelopes	$0.031	Price based on qty. 30,000
Metered postage rate per invoice	$0.4038	Flat rate postage per piece of automated mail
Postage Deposit (if required)	n/a	Postage deposit already in place
Program implementation cost	n/a	
Invoice form	$0.028	Pre-printed custom invoice forms (front and back). Price based on qty. 40,000.
Programming cost per hour	$105.00	As requested for changes to existing format
Sort and Commingle	$0.0125	Required for reduced postage rate
Additional fee for inserts	$0.01	Per insert
Optional Services:		
W360 Web Portal Set-up	$750	Basic set-up: electronic bill presentment, 10 log-ins, load notifications, document proofing, account search, basic processing reports, branded portal
W360 Web Portal Monthly Service Fee	$160	Per month for Branded Web portal for 10 log-ins, load notification, document proofing, account search, processing reports, bill pay, etc.
Rate for W360 Electronic Invoice Form	$0.11	Includes processing ($0.03), document load fee ($0.04), and email or text delivery ($0.04)
Rate for additional log-in	$10	Per month for additional log-in bundles (10 users per bundle)
Payment Processing	$0.03	Per transaction fee for credit card, ACH/E-check processing

Escalation Cause

Unit pricing may, through express written approval of City, increase annually at a rate not exceeding the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers, US city average, during the previous year.

Other Requirements

Cascade Form Systems shall maintain monthly inventory on invoice forms and envelopes. Cascade Form Systems shall notify City when re-orders are required.

Attachment 3

Request for Quotes

for

Printing and Mailing Services for Utility Billing

Issue Date: December 9, 2015

Quotes Due: December 31, 2015 at 5:00PM

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

RS26

Request for Quotes

City of Milwaukie—Printing & Mailing Services for Utility Billing

The City of Milwaukie (City) is seeking quotes from qualified and experienced individuals or firms to provide printing and/or mailing services, including paperless billing, for the City's utility accounts. The City's objective is to enter into a Purchase Agreement that will provide these comprehensive services.

The City is responsible for the monthly billing of approximately 7,000 residential and commercial accounts. The City's expectation of any contractor the City contracts with is that the contractor's values align with the City's values of highly ethical conduct, fiscal responsibility, respect for the City and others, and responsiveness to the City's customers.

Quotes shall be delivered to City of Milwaukie, Joe Gardner, Finance Department, 10722 SE Main Street, Milwaukie, OR 97222 or emailed to gardnerj@milwaukieoregon.gov.

Quotes will be received until 5:00PM on Thursday, December 31, 2015 for the purpose of selecting an individual or firm to provide printing and/or mailing services. Quotes received after the 5:00PM deadline will not be considered and will be returned unopened to the Proposer.

For additional information regarding this RFQ, please contact Accounting Technician, Joe Gardner, at (503) 786-7597 or by email at gardnerj@milwaukieoregon.gov. The City of Milwaukie reserves the right to reject any and all quotes 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 9th day of December 2015.

SECTION 1: SCOPE OF WORK

1.1 Term of Service

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

1.2 Scope of Work

The selected Proposer(s) shall be responsible for the accurate, timely, and professional provision of printing and/or mailing services for the City's utility accounts, including, but not limited to:

- Printing approximately 7,000 utility invoices monthly
- Printing invoices on 8 ½ x 11-inch custom forms
- Mailing invoices and #9 custom return envelope in a custom #10 envelope with security tint
- Capability to provide electronic, paperless invoices of the same forms to customers, as well as notification of invoice availability

1.3 Current Process

The City has contracted printing and mailing services for utility billing with Cascade Form Systems and Wright Imaging since 2011. In compliance with our Local Contract Review Board rule 10.015(D), the City is following the intermediate contract procedures to execute a new contract for printing and mailing services.

Between the 24th and the 28th of each month the City produces an electronic XML file which contains all billing data used to produce the utility statement. This data is uploaded via a FTP site to Wright Imaging for processing. An e-mail is sent from the City notifying Wright Imaging that the file has been uploaded along with the desired mailing date – typically around the 28th of the month.

E-mail confirmation is received from Wright Imaging stating the billing file has been received and the date the statements will be mailed. Supplemental reports are e-mailed from Wright Imaging that includes address errors, forwarding addresses, and changes of address.

The uploaded data is manipulated by Wright Imaging to create a billing statement similar to that found in attachment B.

The data is printed on blank bill stock which has been pre-printed. The bill is mailed with a return envelope and any inserts (i.e. supplemental flyers) for that month. Accounts on auto-pay are excluded from receiving a return envelope based upon criteria in the XML file.

1.4 Optional Services

In addition to the required services described, City requests proposals and ideas for optional services. Proposers are encouraged to identify and describe other services, progressive improvements in existing services, or techniques that would be in the best interest of the City and reduce costs and/or increase revenues.

1.5 Other Services

If the City develops need for additional services during the life of the agreement, those services shall be provided with the same conditions as applicable to existing accounts at the time.

SECTION 2: SUBMITTAL AND PROPOSER REQUIREMENTS

2.1 Submittal Requirements

Each Proposer must provide one (1) complete copy of their quote, including Attachments A, B, and C. All quotes must arrive at the issuing office on or before the due date and time. If submitted via email, the document shall be in PDF format and sent to gardnerj@milwaukieoregon.gov.

All quotes submitted in response to this RFQ must include the following:

A. **Attachment "A"** is a Content Questionnaire. Each Proposer must fully address each question, giving complete information regarding current and relevant references. Proposers may submit additional materials relating to their ability to perform the services.

B. **Attachment "B"** is a Custom Form Sample. Each Proposer must submit a sample custom utility form similar to the City's current form. The City's current form is attached for reference. Proposer may submit a form already created for another entity or design a new form entirely.

C. **Attachment "C"** is the Purchase Agreement. Each Proposer must evaluate this contract and agree with the terms and conditions contained therein, unless written objections are included as an addenda to the quote. The City will review the content of any such objection in the evaluation process.

   Proposer must complete the sections for Pricing of Goods and Services and Delivery in Exhibit B of the Purchase Agreement.

2.2 Proposer Requirements

Any contractor submitting a quote must meet the following minimum requirements:

A. All Proposers must have been in business for at least five (5) years;

B. All Proposers must be experienced in printing and/or mailing programs similar to those requested of the City; and

C. All Proposers must agree to execute the City's Purchase Agreement, if awarded.

SECTION 3: SELECTION

3.1 General Information

Each quote will be judged on its completeness, the quality of its content, and its ability to meet the City's needs. The City reserves the right to reject any and all quotes and is not liable for any cost the Proposer incurs while preparing or presenting the quote. All quotes will become part of the public file, without obligation to the City.

Upon completion of the evaluations, the City will determine whether to conduct interviews with any, or all, of the Proposers. The City may require Proposer's permission for select City staff to visit the Proposer's facility as part of the interview process. The City intends to negotiate a Purchase Agreement with the Proposer(s) whose proposal is deemed to be most advantageous to the City.

SECTION 4: CONTRACT REQUIREMENTS

4.1 Contract Negotiation

The City will negotiate the Purchase Agreement once the City has chosen a Proposer(s) who best meets the City's overall needs. The City reserves the right to negotiate final terms of the agreement as the City determines to be in its best interest.

4.2 Contract Award

In accordance with the City's Local Contract Review Board rules, the award of a contract will be authorized by City Council at a regular session.

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

Attachment A

Content Questionnaire

All questions must have a response. Please clearly identify the question number that belongs to each response. If your company does not provide the services questioned, please indicate as such. Any question not answered or left blank may be grounds for discontinued consideration.

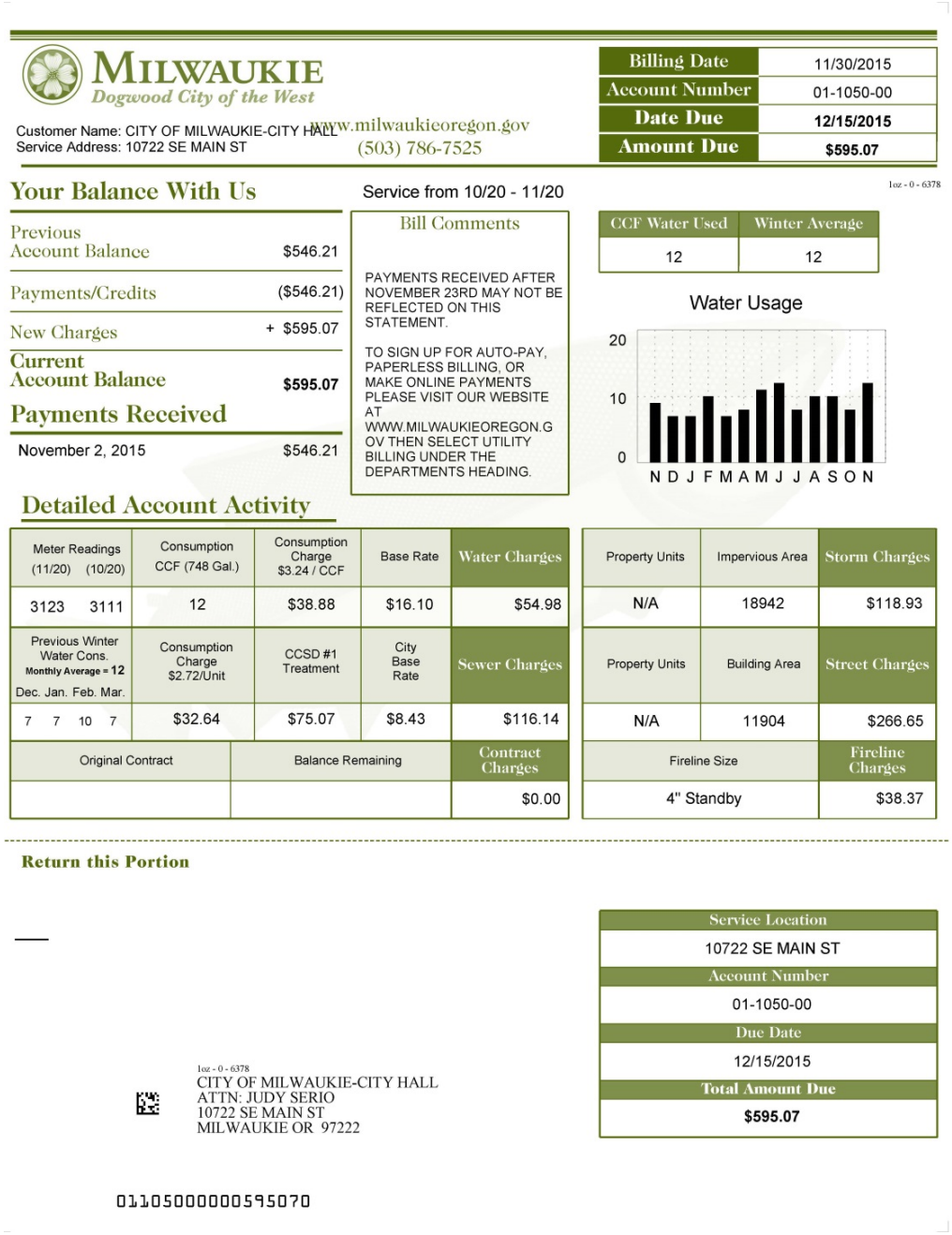
1. Does your company offer a site to securely upload files?
2. Does your company possess address verification software?
3. Many of our customers receive invoices electronically – how many months of invoices will be available for online viewing for customers enrolled in paperless billing?
4. Name any possible situations that may delay processing. What solutions and communication can be expected from your company?
5. Is there capability to exclude certain accounts from receiving a return envelope or insert? For example, select specific accounts based on identified criteria in the billing file (i.e., auto-pay or paperless billing).
6. List any additional services or products your company offers.
7. List three (3) current references and contact information.

Attachment B

Sample of Custom Invoice Form

Attached is a copy of the City's current invoice form that is sent monthly to approximately 7,000 customers both electronically and in paper format. Provide a sample invoice form that supplies similar data (this can be a form already designed or an entirely new form). Include any additional features or data fields for the City's consideration.

Front:



MILWAUKIE
Dogwood City of the West

Customer Name: CITY OF MILWAUKIE-CITY HALL
Service Address: 10722 SE MAIN ST

www.milwaukieoregon.gov
(503) 786-7525

Billing Date	11/30/2015
Account Number	01-1050-00
Date Due	12/15/2015
Amount Due	$595.07

1oz - 0 - 6378

Your Balance With Us

Service from 10/20 - 11/20

Previous Account Balance	$546.21
Payments/Credits	($546.21)
New Charges	+ $595.07
Current Account Balance	$595.07

Payments Received

November 2, 2015	$546.21

Bill Comments

PAYMENTS RECEIVED AFTER NOVEMBER 23RD MAY NOT BE REFLECTED ON THIS STATEMENT.

TO SIGN UP FOR AUTO-PAY, PAPERLESS BILLING, OR MAKE ONLINE PAYMENTS PLEASE VISIT OUR WEBSITE AT WWW.MILWAUKIEOREGON.GOV THEN SELECT UTILITY BILLING UNDER THE DEPARTMENTS HEADING.

CCF Water Used	Winter Average
12	12

Water Usage

20
10
0
N D J F M A M J J A S O N

Detailed Account Activity

Meter Readings (11/20) (10/20)	Consumption CCF (748 Gal.)	Consumption Charge $3.24 / CCF	Base Rate	Water Charges
3123 3111	12	$38.88	$16.10	$54.98

Property Units	Impervious Area	Storm Charges
N/A	18942	$118.93

Previous Winter Water Cons. Monthly Average = 12 Dec. Jan. Feb. Mar.	Consumption Charge $2.72/Unit	CCSD #1 Treatment	City Base Rate	Sewer Charges
7 7 10 7	$32.64	$75.07	$8.43	$116.14

Property Units	Building Area	Street Charges
N/A	11904	$266.65

Original Contract	Balance Remaining	Contract Charges
		$0.00

Fireline Size	Fireline Charges
4" Standby	$38.37

Return this Portion

Service Location
10722 SE MAIN ST
Account Number
01-1050-00
Due Date
12/15/2015
Total Amount Due
$595.07

1oz - 0 - 6378
CITY OF MILWAUKIE-CITY HALL
ATTN: JUDY SERIO
10722 SE MAIN ST
MILWAUKIE OR 97222

01105000000595070

Back:

Payment Methods

Autopay (ACH) – Automatic payment taken from your checking account on a date specified. Visit the City website for the form to sign up.

Electronic Payment – Payment made through your banking site and submitted to the City electronically.

Checks – Please mail to P.O. Box 3979, Portland, OR 97208-3979 or drop off in person at City Hall. A secure drop box is available just outside if making payment after hours.

Cash – Cash payment may be made in person at City Hall. Please do not mail your cash payment.

Credit Card – Payment with a credit or debit card can be made through the City's website or over the phone.

Utility Funding

Service charges billed and collected by the City recover costs incurred to provide water, sewer, street and storm water services. These service systems are capital intensive. Costs include infrastructure planning, development and maintenance, water production, testing, sewer collection and treatment, and administration.

Did you know that over sixty percent (60%) of sewer charges billed and collected by the City are paid to Clackamas County Service District No. 1 and the City of Portland for sewer treatment services? For more information see the City's website.

Utilities Communication

New Services/Change in Service	(503) 786-7525
Billing Inquiries	(503) 786-7525
Utility Emergencies (8 AM - 5 PM)	(503) 786-7600
After Hours Emergencies (5 PM - 8 AM)	(503) 786-7500

Citizens Utility Advisory Board

The Citizens Utility Advisory Board is composed of citizen board members appointed by the mayor and council. The board reviews and advises the council on utility issues. Meetings are open to the public and occur on the 1st Wednesday of every month. More information is available at:

milwaukieoregon.gov/engineering/citizens-utility-advisory-board

Understanding Utilities

Leaks

You may detect a leak by checking your water meter. Your meter contains 2 dials. The smaller, often triangular dial is called the leak indicator. If no water is being used on your property and the leak indicator is spinning, you may have a leak.

For more information, visit:

milwaukieoregon.gov/finance/faqs

Units

The City bills water and sewer consumption in "Units". A "Unit" is 100 cubic feet (CCF), which equals 748 gallons:

100 Cubic Feet = 1 CCF = 748 Gallons

Billing Terms Glossary

CCFs of water consumed in the past month determine your water consumption charge. Winter average determines your sewer consumption charge.

Winter average is the calculated average monthly water consumption for residential customers during non-irrigation months (November-February). Winter average is used so that only water consumption that is treated is charged sewer consumption rates.

Financial Assistance

Accounts that are income eligible may qualify for the City's low-income utility program. Please contact us for more information or visit us online at milwaukieoregon.gov/finance/low-income-program

*The City of Milwaukie and Clackamas River Water (CRW) have an intergovernmental agreement allowing the City to bill water services on behalf of CRW. For billing inquiries, please contact the City of Milwaukie at 503-786-7525. For water system questions please contact CRW at 503-722-9220. For CRW rates, please visit:

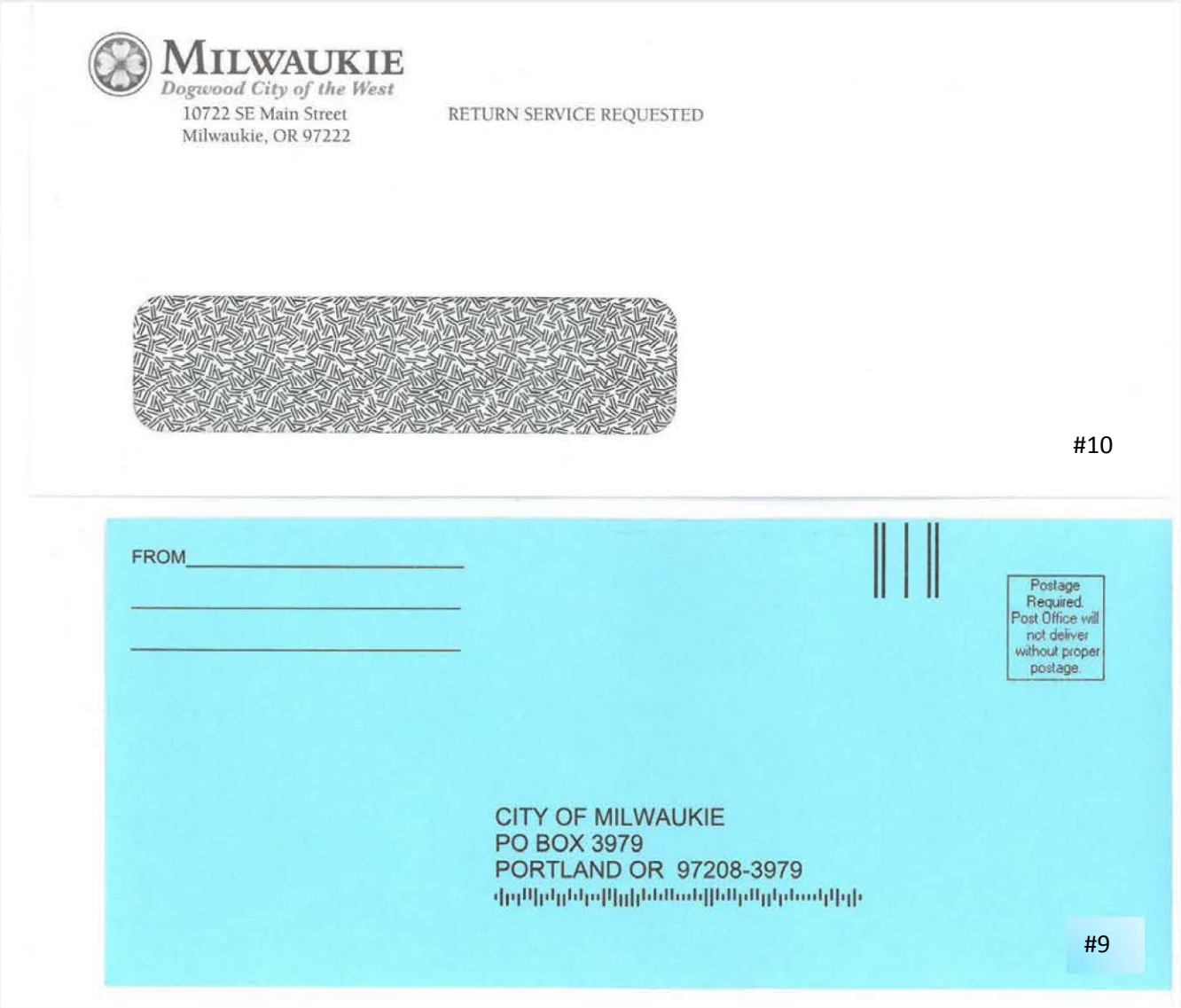
crwater.com/customer-service/rates

REMITTANCE ADDRESS

↓

CITY OF MILWAUKIE
P.O. BOX 3979
PORTLAND, OR 97208-3979

A sample of the current custom #10 and #9 envelopes are included for reference only. Proposers are not required to submit a sample of the envelopes.



ATTACHMENT C

PURCHASE AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR UTILITY BILLING PRINTING & MAILING SERVICES

THIS CONTRACT is made and entered into this 4th of December, 2015, by and between the City of Milwaukie, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and enter Contractor's business name, hereinafter called "Contractor."

RECITALS

WHEREAS, City has need for certain goods and services provided by Contractor, and

WHEREAS, Contractor is in the business of selling certain goods and services and is aware of the purposes for which City will use the goods,

THEREFORE, City and Contractor wish to enter into a contract under which City shall purchase the goods and services described in Contractor's bid in accordance with these contract documents, including the attached standard terms and conditions.

TERM AND CONDITIONS

Any purchase made against this Contract shall be in compliance with the terms and conditions set forth in these contract documents, including those listed in Exhibit A, Standard Terms and Conditions.

GOODS OR SERVICES TO BE PROVIDED

City shall purchase goods and services from Contractor in accordance with specifications, scope, and unit prices outlined in Exhibit B. This Contract is non-exclusive; City reserves the right to procure goods or services through any other means as it deems necessary. Contractor shall be responsible for the delivery of goods and services in accordance with Exhibit B and the terms and conditions of this Contract.

EFFECTIVE DATES AND DURATION

This Contract shall become effective upon March 1, 2016 and shall expire, unless otherwise terminated or extended, onFebruary 28, 2018. The City shall also retain the rights to one (1) one-year extension to the Contract.

COMPENSATION

City agrees to compensate Contractor for goods or services supplied, including any applicable shipping and handling charges, as described in Exhibit B. City shall not be responsible for payment of any materials, services, expense, or costs other than those which are specifically included in Exhibit B. Payment shall be on a unit price only for those goods or services received in an acceptable condition to City. Compensation over the life of this Contract is not to exceed express dollar amount in words Dollars ($express dollar amount in numbers). Any pricing increase must be submitted to the City 60 days prior to the effective date and must be in compliance with the Escalation Clause stated in Exhibit B. Payment will be made based on Contractor's invoice, subject to the approval of the Contract Manager or appropriate City representative, and not more frequently than monthly. Payment shall be made only for work actually completed as of date of invoice. Payment terms shall be net 30 days from date of invoice.

CONTACT INFORMATION

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

Contact for City:	**Contact for Contractor:**
City of Milwaukie	Company: (add Contractor's business name)
Attn: Joe Gardner	Attn: (add Contractor's contact person's name)
10722 SE Main Street Milwaukie, Oregon 97222	Address: (add Contractor's mailing address)
Phone: 503-786-7597	Phone: (add Contractor's contact person's phone number)
Fax: 503-786-7528	Fax: (add Contractor's contact person's fax number)
Email Address: gardnerj@milwaukieoregon.gov	Email Address: (add Contractor's contact person's email)

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

Accounting Contact for City:	**Accounting Contact for Contractor:**
City of Milwaukie	Company: (add Contractor's business name)
Attn: Kelli Tucker, Accounts Payable	Attn: (add Contractor's contact person's name)
10722 SE Main Street Milwaukie, Oregon 97222	Address: (add Contractor's mailing address)
Phone: 503-786-7523	Phone: (add Contractor's contact person's phone number)
Fax: 503-786-7528	Fax: (add Contractor's contact person's fax number)
Email Address: tuckerk@milwaukieoregon.gov Invoice Email Address: ap@milwaukieoregon.gov	Email Address: (add Contractor's contact person's email)

CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor acknowledges that for all purposes related to this Contract, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 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 Contract, 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.

Contractor acknowledges that for all purposes related to this Contract, Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, City's officers, employees, agents, and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the

activities of the Contractor or its Subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

INSURANCE

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities and work hereunder.

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

a. Commercial General Liability Insurance
If Contractor will be installing or testing the goods, or otherwise performing services on City's premises, Contractor shall provide a certificate indicating that Contractor has commercial general liability insurance covering bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance. Coverage will include $1,000,000 per occurrence and $2,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

b. Business Automobile Liability Insurance
If Contractor will be delivering the goods, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

c. Workers' Compensation Insurance
The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain workers' compensation coverage. All non-exempt employers shall provide Employers Liability Insurance with coverage limits of not less than $500,000 each accident.

d. 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 effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Contract.

e. City's insurance is excess and not contributory insurance with the insurance required by this contract.

Any action or suits involving any question arising under this Contract must be brought in the Circuit Court of the State of Oregon.

COMPLETE AGREEMENT

This Contract, including the attached terms and conditions and exhibits, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract 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 Contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Contract, understands it and agrees to be bound by its terms and conditions.

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

CITY OF MILWAUKIE	**CONTRACTOR**
_____	_____
Signature	Signature
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

EXHIBIT A

CITY OF MILWAUKIE
STANDARD TERMS AND CONDITIONS

1. Packing & Shipment. Deliveries shall be made as specified, without charge for boxing, crating, carting or storage. Material shall be suitably packed to ensure against damage from weather or transportation and to secure lowest transportation costs, and in accordance with the requirements of common carriers. Buyer's Order number and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be conclusive on shipment not accompanied by packing lists. Unless otherwise specifically agreed, all costs of packaging and shipment are included in the purchase price and all goods will be shipped, with all costs prepaid. Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer in this Order.
2. Warranty. Unless otherwise agreed in writing, Seller warrants that the products ordered will conform to the specifications herein and to any drawings, samples, or other description furnished or adopted by Buyer. All products are warranted to be merchantable, to be of the highest quality design, material, and workmanship and free from defect and to be fit for purpose intended. All warranties shall survive inspection or test, acceptance and payment. Warranties shall run to Buyer, its successors, assigns and customers. Warranty period shall be (1) year from date of acceptance by Buyer.
3. Inspection and Acceptance. At Buyer's request, Seller shall provide a complete inspection program; satisfactory to Buyer, for Buyer's inspection of all materials, fabricating methods, equipment in process work and finished products.
   If this Order provides for inspection of the work by Buyer on site during the period of manufacture, Seller agrees to provide Buyer's inspectors with reasonable facilities and assistance during such inspection. Inspection by Buyer shall not unduly delay the work. Buyer may charge Seller any additional cost incurred by Buyer if the work is not ready in accordance with the inspection schedule. Any inspection made or Waiver-of-Inspection-Notice given by Buyer will not relieve Seller from its responsibilities for delivering products and work hereunder.
   Acceptance or rejection of the products shall be made up to 10 days after delivery and inspection by Buyer except as otherwise provided herein. Failure to inspect and accept or reject products shall neither relieve Seller from responsibility for such products, which do not meet the requirements herein nor impose liability on Buyer therefore.
4. Delivery. If Seller fails to meet the delivery schedule provided herein, Buyer may require Seller to deliver the products, or any portion thereof, in any manner commercially necessary to speed delivery, all at the Seller's sole expense. Unless otherwise agreed upon in writing by Buyer and Seller, Seller shall be required to pay the normal freight weight plus any premium rate required. Invoices covering products shipped in advance of the date specified will not be paid until after the date specified for delivery and are subject to rejection, as provided in this paragraph immediately below, if shipped too early.
   Neither party shall be liable for delays or defaults due to strike, fire, windstorm, riot, natural disaster, war, civil unrest or other similar unforeseeable cause beyond the control and without the fault or negligence of the party incurring such delay. Seller shall notify Buyer in writing of the existence of such cause within five (5) days after the commencement of the delay or default giving pertinent information concerning such cause. No delivery shall be made more than seven (7) days prior to the applicable delivery date, and Buyer shall have the right to return earlier deliveries at Seller's risk and expense or charge to Seller any additional costs sustained because of the same.
5. Buyer-Furnished Materials. Seller shall assume all risk of loss of any material furnished by Buyer to Seller for use in performance of this Order.
6. Taxes. Seller shall not invoice Buyer for any taxes nor include in Seller's price any federal excise, state, or city tax or any other tax, unless Seller has first asked Buyer for Buyer's tax exemption number and it has been agreed upon between both parties that Buyer is not exempt from the tax.
7. Changes. Buyer may, by written order, make changes including changes in drawings or specifications. Buyer will equitably adjust any difference in cost or time for performance resulting from such change and the Order modified in writing accordingly. ANY CLAIM BY SELLER UNDER THIS CLAUSE MUST BE ASSERTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF SELLER'S RECEIPT OF THE CHANGE ORDER OR THE CLAIM WILL NOT BE ALLOWED.
   In the event that Buyer proposes any change prior to making such change by written order and such change will have an effect on the warranty of the products procured by this Order, Seller shall notify Buyer in writing of such effect within 10 days of receipt of such proposal.
8. Advertising. Seller shall not, without the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish to Buyer the products herein.
9. Cancellation for Cause. Buyer may cancel all or any part of the undelivered portion of this Order if Seller breaches any of the terms hereof or in the event of any of the following: Insolvency of Seller, a voluntary or involuntary petition in bankruptcy for, by or against Seller; the appointment of a receiver or trustee for Seller, or an assignment for the benefit of creditors by Seller or if Buyer has reasonable cause to believe Seller will become insolvent, file for bankruptcy, go out of business or that the products being shipped may be subject to lien, claim or attachment by a creditor of Seller. Any such cancellation under this section shall be cancellation for cause and in the event of such cancellation, Buyer shall have the right to complete, or cause to have completed, this Order including the right to cause Seller to produce, without liability of any kind to the Buyer, proprietary items of the Seller as necessary to complete the Order. The remedies and damages in this section shall be cumulative and in addition to any other or further remedies provided at Law or in Equity, including reasonable and necessary attorney's fees and other costs of litigation.
10. Termination. Buyer has the right, in its sole discretion, to terminate this Agreement without cause or for no cause at any time by giving notice to Seller. If Buyer terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. Buyer may deduct the amount of damages, if any, sustained by Buyer due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.
11. Assignment and Subcontracting. Seller may not assign or subcontract any of its rights or obligations hereunder without the prior written approval of Buyer. Any unapproved assignment shall be void. Seller shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by Buyer of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the Buyer. Buyer may assign its rights under this Order.
12. Work on Buyer's Premises. If Seller's performance of this Order involves operations by Seller on Buyer's premises, Seller shall (a) provide all necessary and sufficient safeguards and take all proper precautions against the occurrence of injury to any person or damage to any property, and shall be responsible for and shall indemnify and hold harmless Buyer, its representatives, officers, employees, and agents from any and all loss, suit, action or claim, including cost and attorney's fees, by reason of injury, including death, to any person and carry public liability and property damage insurance with limits of liability of not less than $1,000,000 each, unless higher limits are required by a signed purchase agreement, with contractual liability endorsement and such insurance as set forth in the insurance clause of the contract. Compliance shall be verified by Certificate of Insurance with appropriate endorsements sent to Buyer prior to Seller commencing work on Buyer's premises. Any work performed on Buyer's premises must be done
   pursuant to all OSHA standards, all applicable State and Federal health and safety laws, rules and regulations and all workers must be covered by workers' compensation insurance furnished through and paid for by Seller.
13. Stop Work Order. Buyer may, at any time by written order to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of 90 days after the written order is delivered to Seller, and for any further period to which the parties may agree and for any other period to which the parties may have agreed or as provided in Section 4, 10, and/or 11. Within the period of 90 days or less or within any extension of that period, Buyer shall either: (a) cancel the "Stop Work Order" and direct Seller to resume work; or (b) terminate the work covered by this Order. If Buyer orders Seller to resume work, Seller shall be entitled to any equitable adjustment pursuant to Section 8 provided a claim for such an adjustment shall be submitted by Seller within 30 days after the end of the period of work stoppage.
14. Payment. Payment date shall be calculated from the date of Buyer's receipt of an acceptable invoice and Buyer's acceptance of the products and supporting documentation at destination.
15. Information/Data. Unless otherwise agreed in writing any designs, drawings, specifications, or other manufacturing information furnished by Buyer to Seller shall be confidential to Buyer and is furnished solely for the performance of this Order. All copies of such information shall be returned to Buyer upon completion of the Order. Any designs, drawings, specifications, or other manufacturing information delivered by Seller to Buyer may be used for any purpose whatsoever. The foregoing shall apply notwithstanding the presence or absence of any contrary legend or statement on any of such information. All

business and governmental information materials containing business and governmental information provided by Buyer to Seller shall be treated as confidential.

16. Compliance with Laws and Regulations. Seller warrants that all products, goods, or work delivered and performed shall comply with all applicable Federal, State or Local Laws or Regulations including without limitation The Occupational Safety and Health Act (29 USC. Chapter 15); Federal Hazardous Material Transportation Act (49 USC. Chapter 27); Equal Employment Opportunity; E.O. 11246 and 41 CFR Sections 60-1.4 and 60-1.7; Employment of the Handicapped E.O. 11758 and 41 CFR Section 60-741-4; Utilization of Minority Enterprises E.O. 11625 and 41 CFR Subpart 1-1.13; Age Discrimination E.O. 11141, Employment of Veterans E.O. 11701 and 41 CFR Section 50-250.4 and all rules, regulations and amendments issued pursuant to the foregoing.
Seller shall indemnity Buyer, its officers, employees and agents against any damages, penalties, costs or expenses incurred in connection with any alleged violation of any Federal, State or Local Law or regulating the manufacture or sale to the Buyer of any Item covered by this Order.
17. Patents, Copyrights, Trademarks. Seller warrants that no products will be furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark. Seller agrees to immediately replace at its sole cost any products furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark or to take all steps necessary at Seller's sole expense to remove such infringement.
Seller will indemnify and hold harmless Buyer, its representatives, officers, employees and agents from and against any and all costs, royalties, damages and/or expenses which may arise out of or result from, or be reasonably incurred in contesting any claims that the methods, processes or acts by the Seller or its employees or the products furnished hereunder, infringes or contributes to the infringement of any letters, patent, copyright or trademark.
18. Waiver. The failure of Buyer to enforce at any time any of the provisions of this Order or to exercise any option herein provided, shall not be a present or future waiver of such provisions, nor in any way affect the validity of this Order or any part hereof, or the right thereafter to enforce each and every such provision. The express waiver (whether one (1) or more times) of any provision, condition or requirement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
19. Independent Contractor. Seller is an independent contractor and persons employed by Seller shall be employees of Seller and not employees of Buyer.
20. Complete Agreement. The Purchase Agreement and any referenced attachments constitute the complete agreement between the parties. Except as otherwise provided herein, it is subject to change only by an instrument signed in writing by both parties.
21. Acceptance by Performance. If Seller fails provide to Buyer with a signed copy of this order, but delivers product or performs the services specified in this agreement, then Seller agrees that the Seller shall be deemed to have accepted the terms and conditions of this order, as provided on both the front and this reverse side of the order. Buyer must agree any changes or modifications to this order by Seller to, in writing, or they shall not be deemed accepted by Buyer and if the Seller delivers the products nonetheless, then the original terms and conditions of this order shall govern.
22. Mandatory Mediation and Binding Arbitration. If there is a dispute concerning any of the terms, conditions or the performance of this order, then it is hereby agreed by both Buyer and Seller that the dispute shall be submitted first to non-binding mediation, to be performed by a sole mediator to be agreed upon between Buyer and Seller. If a mediator cannot be agreed upon, then the parties agree that any Circuit Court judge for the State of Oregon, County of Clackamas, shall be authorized to appoint a mediator for the parties.
Should the parties fail to reach an agreement through mediation, then the parties shall submit to binding arbitration, which shall be governed by the rules of the Arbitration Service of Portland, and shall be conducted within Clackamas County. The arbitration shall be conducted by a single arbitrator chosen by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, the parties shall ask the Presiding Judge of the Circuit Court for Clackamas County to select the arbitrator. If the arbitrator determines that one party is the prevailing party, then the losing party shall be required to pay all fees and costs of the arbitration. On the other hand, if the arbitrator determines that neither party is to be considered the prevailing party, then the fees and costs of the arbitration shall be divided equally between the parties. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, then the other party shall be entitled to costs, including reasonable attorney fees, for having to compel arbitration or defend or enforce the award. The parties agree to defend the arbitrator and any individual engaged in the administration of an arbitration proceeding from any subpoenas or claims from third parties arising out of this order or the arbitration.
23. Jurisdiction and Attorney Fees. This order shall be governed and construed according to the laws of the State of Oregon. If a dispute shall arise under this order necessitating the services of an attorney, then the prevailing party shall be entitled to collect from the losing party all of its/his/her reasonable costs and attorney fees, either in arbitration (if awarded by the arbitrator as provided above), or by a court before which any matter concerning this order may be heard, both at trial and on appeal.
24. Neutral Interpretation. This order constitutes the product of negotiations between the parties hereto. Any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of draftsmanship.
25. Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between the provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which to the parties have no legal right to contract, the latter shall prevail. The provision of this Agreement, which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.
26. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, then that period shall be extended to include the next day which is not a Saturday, Sunday or holiday.
27. Notice. Any notice required or permitted to be given by either party to the other shall be deemed to have been given when sent via telecopy, overnight air courier, or deposited in the United States mail certified, return receipt requested, with first class postage prepaid, addressed as indicated on the front of this order, or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. Notice shall also be considered effective upon delivery if personally delivered.
28. Conditions of Supplying a Public Agency. Where applicable, seller must make payment promptly as due to persons supplying Seller labor or materials for the execution of the work provided by this order. Seller must pay all contributions or amounts due from Seller to the Industrial Accident Fund incurred in the performance of this order. Seller shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of Buyer on account of any labor or material to be furnished. Seller further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
29. Payment of Claims by Public Officers. In the event that Seller fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Seller or a subcontractor of Seller by any person in connection with the performance of this order when such claim becomes due, then the proper officer or officers representing the Buyer hereunder may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due to the Seller by reason of this order. The payment of a claim in the manner authorized by this provision shall not relieve the Seller or any of the Seller's surety from obligations with respect to any unpaid claims.
30. Health Care Benefits for Seller's Employees. If this order involves public service, then Seller must provide health care benefits to all employees who are performing services previously performed by public employees performing similar duties under this order.
31. Hours of Labor. 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.
32. Medical Care and Workers' Compensation. Seller 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 such Seller, of all sums which the Seller agrees to pay for such services and all moneys and sums which the Seller collected or deducted from the wages of the employees pursuant to any law, contractor agreement for the purpose of providing or paying for such service.

EXHIBIT B

SCOPE OF WORK

Contractor shall print and mail approximately 7,000 utility invoice forms monthly. Invoice forms shall be printed on 8 ½ x 11-inch custom forms. Utility invoice forms shall be mailed with a #9 custom return envelope inside a custom #10 envelope with security tint. Contractor shall provide electronic invoice forms to customers who opt for paperless billing, along with monthly notificiation of availability.

PRICING OF GOODS AND SERVICES

It is expressly understood that not all items listed here in Exhibit B will be needed. City shall have complete discretion to select only those goods or services needed at any time. All prices are in U.S. dollars.

ITEM	PRICE	QTY	COMMENTS
Rate for mailed invoice form			
Rate for electronic invoice form			
Rate for #10 custom security envelopes			
Rate for #9 custom envelopes			
Metered postage rate per invoice			
Postage Deposit (if required)			
Program implementation cost			
Invoice form customization cost			
Programming cost per hour			
Other expenses not listed			

ESCALATION CLAUSE

Unit pricing may, through express written approval of City, increase annually at a rate not exceeding the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers, US city average, during the previous year.

EXHIBIT B

DELIVERY

Identify cut-off dates, times, and location for uploading the data file, invoice forms, additional inserts, and envelopes in order to process monthly printing and mailing services, including electronic statements. Identify number of business days in advance the item(s) must be received. List any other requirements necessary to complete these services.

ITEM	CUT-OFF DATE/TIME	BUSINESS DAYS TO PROCESS	LOCATION	COMMENTS
Data file upload				
Additional inserts				
Envelopes (#10 and #9)				
Invoice forms				
Other				

Other Requirements: _____

_____

_____

_____

MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 3. C.**
Meeting Date: **Feb. 16, 2016**

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **Corrective Action Regarding FY 2015 Audited Financial Statements**

From: Bonnie Dennis, Assistant Finance Director

Date: February 3, 2016

ACTION REQUESTED
Adopt a resolution for a corrective action plan regarding the deficiency in the FY 2015 Audited Financial Statements.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS
December 11, 2015 – Talbot Korvola and Warwick, LLP (TKW) issued a "clean" opinion on the City's Comprehensive Annual Financial Report for the year ended June 30, 2015. The audit report, *Compliance for Each Major Federal Program and Report on Internal Control Over Compliance required by OMB Circular A-133*, noted one deficiency.

January 19, 2016 – Audit Committee and City Council received presentation of the audited financial statements, including the noted deficiency, from TKW and Finance staff.

BACKGROUND
Oregon Revised Statutes require that if audited financial statements disclose any deficiencies, the municipal corporation is required to develop and adopt a resolution specifying a correction action plan.

During the FY 2015 audit, the City received a Single Audit pertaining to Federal Awards expended over $500,000. Each major federal program is audited to ensure compliance with the grant agreement and the requirements from the OMB Circular A-133 Compliance Supplement. TKW audited one major federal program in relation to the Milwaukie Riverfront Park.

Prior to audit fieldwork and in accordance with OMB Circular A-133, City Finance staff performed a proactive review of the Riverfront grant to ensure compliance. It was noted during that review that the City did not check the excluded parties list before entering into a contract exceeding $25,000. Once the finding was noted, the City immediately performed the verification and determined that the contractor was not suspended or debarred, and could therefore be contracted with. Furthermore, a corrective action plan to verify the appropriate status of all vendors utilized under federal contracts, prior to entering into an agreement, was immediately implemented.

The auditors must note the deficiency within the audit reports even though the City found and corrected the deficiency prior to the audit. During the January 19 Audit Committee meeting, the

committee members were informed of this deficiency and it was discussed in detail between the members, TKW and Finance staff.

Upon adoption, the resolution will be submitted to the Secretary of State.

CONCURRENCE
N/A

FISCAL IMPACTS
N/A

WORK LOAD IMPACTS
N/A

ALTERNATIVES
N/A

ATTACHMENTS
1. Resolution

Attachment 1

CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, SETTING FORTH PROPOSED CORRECTIVE MEASURES PERTAINING TO A DEFICIENCY NOTED IN THE ANNUAL AUDIT REPORT

WHEREAS, the City of Milwaukie was independently audited by the accounting firm Talbot, Korvola & Warwick, LLP (TKW) for the fiscal year ended June 30, 2015; and

WHEREAS, the audited financial statements disclosed one significant deficiency in internal control over compliance related to the lack of review of the excluded parties; and

WHEREAS, the Audit Committee and City Council reviewed this deficiency with TKW on January 18th, 2016; and

WHEREAS, ORS 297.465 requires every municipal corporation determine the measures necessary to correct any deficiencies disclosed in the audit report, and to adopt a resolution setting forth corrective measures and the period of time estimated to complete them; and

Now, Therefore, be it Resolved when contracting using federal award funds, the Finance department, upon notice of bidding by the project manager, shall verify that the awarded contractor is neither suspended nor debarred, prior to entering into a contract.

Introduced and adopted by the City Council on February 16, 2016.

This resolution is effective on February 16, 2016.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

Milwaukie Police Department

To: Mayor Gamba and Milwaukie City Council

Through: Bill Monahan, City Manager

From: Steve Bartol, Chief of Police

Date: February 1, 2016

Subject: **O.L.C.C. Application – Wine 30 Inc. – 10835 SE Main Street**

Action Requested:

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from Wine 30 Inc. – 10835 SE Main Street.

Background:

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

Regular Session Agenda Item No.	6

Other Business

MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 6. A.**
Meeting Date: **Feb. 16, 2016**

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **Library Bond Measure Approval**

From: Katie Newell, Library Director

Date: February 3, 2016

ACTION REQUESTED

Review and approve the draft resolution and ballot measure to go forward with a $9.2 million bond measure on May 17, 2016, for a library expansion/renovation.

The draft notice of Measure Election includes a description of planned library improvements and the estimated tax rate should voters approve the measure. The estimated tax rate up to $9.2 million of general obligation bonds is $0.35 per $1,000 of assessed value per year.

The summary is: "The Ledding Library has served as the Milwaukie city library since December 16, 1964. At the time of the library's dedication, the city's population was just over 12,000. Currently Milwaukie has a population of over 20,500. This measure would authorize the City to issue up to $9,200,000 of general obligation bonds to pay for capital costs and finance issuance costs. Library improvements include:

Providing a larger designated area for children and teen programming and learning;
Installing security cameras in the parking lot and building exterior;
Installing modern toilets and restroom facilities;
Installing modern wiring, technology, and additional printers and computers;
Replacing heating and cooling systems, with energy efficient modern systems; and
Installing structural components to meet city earthquake standards.

This measure is estimated to result in a tax of $0.35 per $1,000 of assessed value per year, or approximately $62 per year on a home assessed at $175,000.

The bonds may be issued in multiple series and each series may mature over no more than 20 years. Property taxes are assessed after bonds are issued."

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

- Library Expansion Task Force (LETF) created by City Council March 15, 2011.
- LETF recommended a 35,000 sq ft expansion/renovation to City Council August 6, 2013; project tabled until better financial climate.
- LETF reconvened, February 4, 2015.

- LETF name changed to Library Services Expansion Task Force (LSETF), R52-2015, May 19, 2015.
- LSETF met with FFA to review a conceptual drawing/cost estimate of a smaller expansion, August 24, 2015.
- LSETF made recommendation to City Council to hire Patinkin Research and ProspectPDX to complete survey and polling of voters to determine advisability of going out to bond for a library expansion/renovation and when to do so, August 19, 2015.
- Consultants Ben Patinkin (Patinkin Research) and Mike Selvaggio (ProspectPDX) met with City Council at their Study Session on January 21, 2016, to discuss the results of polling done January 12-14, 2016, to determine the support for going to bond in May 2016 for a library expansion/renovation project. Council asked to have another firm review the cost estimates from FFA for a 24,800 sq ft building.
- Troy Ainsworth of FFA Architecture + Interiors, Library Director Katie Newell, and LSETF Chair Scott Barbur met with Council at their Regular Session on February 2, 2016, to convey LSETF's recommendation to go to bond for $9.2 million and answer questions concerning cost estimates. Council accepted LSETF's recommendation.

BACKGROUND

Ledding Library opened its doors on December 16, 1964, becoming a community focal point. During the fall of 1999, the Ledding Library Board requested permission from the City Council to develop a long range plan for the Library. The ensuing document, adopted by the Council on April 3, 2001, stated that the current facility would need to be expanded within three to seven years. No funding for the project was identified or provided and the library expansion project came to a halt.

Ten years later, on March 15, 2011, City Council authorized creation of the LETF to re- evaluate the need for an expansion of the current library.

In November 2008, voters approved a countywide library district (LINCC) in Clackamas County. The voters in Milwaukie helped carried the measure with over 67% supporting it. With the formation of the District came a one-time $1-million contribution to each library to spend on capital improvements. This is the seed money for our expansion.

A draft resolution and ballot measure to go forward with a $9.2 million bond for Library improvements and repairs on May 17, 2016, needs to be approved by Council at its February 16, 2016, meeting.

CONCURRENCE

Library Director, LSETF and Library Board concur with going to ballot for a $9.2 million bond on May 17, 2016.

FISCAL IMPACTS

Moving forward with an expansion will entail a bond measure.

WORK LOAD IMPACTS

The Library Director and library staff's workloads will be impacted by a decision to move ahead on an expansion. But this is an impact that all will welcome.

ALTERNATIVES

Not approving moving forward with the ballot measure to expand/renovate the Ledding Library.

ATTACHMENTS

1. Draft Resolution and Ballot Measure.

CITY OF MILWAUKIE, OREGON

MILWAUKIE CITY COUNCIL

RESOLUTION NO. 16-_____

A RESOLUTION OF THE MILWAUKIE CITY COUNCIL SUBMITTING TO THE VOTERS A REFERRAL TO BE CONSIDERED AT THE MAY 17, 2016 ELECTION, TO AUTHORIZE THE CITY TO ISSUE UP TO $9,200,000 OF GENERAL OBLIGATION BONDS FOR LIBRARY IMPROVEMENTS

WHEREAS, after due consideration, the Milwaukie City Council has decided to forward a referral to the voters.

NOW, THEREFORE, BE IT RESOLVED by the Milwaukie City Council that:

SECTION 1: An election is hereby called in and for the City of Milwaukie, Clackamas County, Oregon, for the purpose of submitting to the legal voters the question of whether Milwaukie should be authorized to issue up to $9,200,000 of general obligation bonds for library improvements.

SECTION 2: The measure election hereby called shall be held in the City of Milwaukie on the 17th day of May, 2016. The election shall be conducted by mail pursuant to ORS 254.465 and 254.470.

SECTION 3: The Milwaukie City Council authorizes the mayor, the city manager (each an "authorized representative") or a designee of the authorized representative to act on behalf of the City of Milwaukie and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provisions of law.

SECTION 4: Pursuant to ORS 250.285 and ORS 254.095, the Milwaukie City Council directs the city elections officer to file a Notice of City Measure Election in substantially the form of Exhibit A with the Clackamas County Elections Office, unless, pursuant to a valid ballot title challenge, a Clackamas County Circuit Court Judge certifies a different Notice of City Measure Election be filed, such filing shall occur no earlier than the eighth business day after the date on which Exhibit A is filed with the city elections officer and not later than March 17, 2016.

SECTION 5: The city elections officer is further instructed to publish notice of receipt of the ballot title in a newspaper of general distribution in compliance with ORS 250.275(5).

SECTION 6: Pursuant to ORS 251.345, the Milwaukie City Council directs the city manager to prepare a Measure Explanatory Statement for publication in the county voters' pamphlet; said statement shall be filed with the Clackamas County Elections Office at the same time the Notice of City Measure Election is filed by the city elections officer.

SECTION 7: If this referral is approved at the May 17, 2016 election, the City Council will be authorized to adopt a resolution to formally authorize the sale of the bonds, and the City may take whatever other actions are necessary to issue up to $9,200,000 of general obligation bonds to pay for capital costs for library improvements, repairs and technology upgrades, and to finance issuance costs.

SECTION 8: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____, 2016.

_____
Mayor - City of Milwaukie

ATTEST:

_____
City Recorder - City of Milwaukie

Notice of Measure Election

SEL 802

rev 1/14: ORS 250.035, 250.041, 250.275, 250.285, 254.095, 254.465

City

Notice		
Date of Notice	Name of City or Cities	Date of Election
	City of Milwaukie	May 17, 2016

The following is the final ballot title of the measure to be submitted to the city's voters.

Final Ballot Title Notice of receipt of ballot title has been published and the ballot title challenge process has been completed.

Caption 10 words which reasonably identifies the subject of the measure

Authorizes General Obligation Bonds For Milwaukie Library Repairs and Improvements.

Question 20 words which plainly phrases the chief purpose of the measure

Shall Milwaukie Be Authorized To Issue Up To $9,200,000 Of General Obligation Bonds For Library Repairs, Improvements, and Updated Technology?

If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

Summary 175 words which concisely and impartially summarizes the measure and its major effect

The Ledding Library has served as the Milwaukie city library since December 16, 1964. At the time of the library's dedication, the city's population was just over 12,000. Currently Milwaukie has a population of over 20,500. This measure would authorize the City to issue up to $9,200,000 of general obligation bonds to pay for capital costs and finance issuance costs. Library improvements include:

Providing a larger designated area for children and teen programming and learning;
Installing security cameras in the parking lot and building exterior;
Installing modern toilets and restroom facilities;
Installing modern wiring, technology, and additional printers and computers;
Replacing heating and cooling systems, with energy efficient modern systems; and
Installing structural components to meet city earthquake standards.

This measure is estimated to result in a tax of $0.35 per $1,000 of assessed value per year, or approximately $62 per year on a home assessed at $175,000.

The bonds may be issued in multiple series and each series may mature over no more than 20 years. Property taxes are assessed after bonds are issued.

Explanatory Statement 500 words that impartially explains the measure and its effect, if required attach to this form

If the county is producing a voters' pamphlet an explanatory statement must be submitted for any measure referred by the city governing body and if required by local ordinance, for any initiative or referendum.

Measure Type	County producing voters' pamphlet		Local ordinance requiring submission		Explanatory statement required	
☒ Referral	☒ Yes	☐ No	Not applicable		☒ Yes	☐ No
☐ Initiative	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No
☐ Referendum	☐ Yes	☐ No	☐ Yes	☐ No	☐ Yes	☐ No

Authorized City Official Not required to be notarized

→ By signing this document, I hereby state that I am authorized by the city to submit this Notice of Measure Election and I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

Name	Title	Work Phone

Signature	Date Signed