



Regular Session

RS

Milwaukie City Council



**MILWAUKIE CITY COUNCIL
REGULAR SESSION**

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

**AGENDA
OCTOBER 4, 2016**

2,231st Meeting

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| 1. CALL TO ORDER | |
| Pledge of Allegiance | |
| 2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS | |
| A. National Archives Month Proclamation | 2 |
| Presenter: Scott Stauffer, City Recorder | |
| B. National Planning Month Proclamation | 3 |
| Presenter: Denny Egner, Planning Director | |
| 3. CONSENT AGENDA | |
| These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by the Council in one blanket motion; any Councilor may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration of that part of the agenda. | |
| A. City Council Meeting Minutes: | 5 |
| 1. September 6, 2016, Work Session; | |
| 2. September 6, 2016, Regular Session; | |
| 3. September 17, 2016, Special Session; and | |
| 4. September 20, 2016, Work Session. | |
| B. Appoint Municipal Court Judge Pro Tem – Resolution | 19 |
| C. Appointments to Boards, Commissions, and Committees – Resolutions | 30 |
| 1. Appoint Hamid Shibata Bennett to the Arts Committee | |
| 2. Appoint Serafine Lilen to the Arts Committee | |
| D. Oregon Liquor Control Commission (OLCC) Application for Amadeus Special Events, 2122 SE Sparrow Street– Change of Ownership | 33 |
| E. OLCC Application for Kimmy’s Market, 3141 SE Harrison Street – Change of Ownership | 34 |
| F. OLCC Application for Milwaukie Café and Bottle Shop, LLC, 9401 SE 32nd Avenue – Change of Ownership | 35 |

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.

A. 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. Orange Line One-Year Look Back** **37**
Staff: Bill Monahan, City Manager
- B. Authorization for *Connect*Oregon Intergovernmental Agreement (IGA) for Kronberg Park Trail – Resolution** **62**
Staff: Charles Eaton, Engineering Director
- C. Dedication of the Wichita Park Site at 5908 SE Monroe St as Park Land – Resolution** **65**
Staff: Bill Monahan, City Manager
- D. Council Reports**

7. INFORMATION

8. ADJOURNMENT

Public Notice

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

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

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**Regular Session
Agenda Item No.**

2

**Proclamations,
Commendations,
Special Reports,
& Awards**



CITY OF MILWAUKIE
"Dogwood City of the West"

RS 2. A.
Oct. 4, 2016

PROCLAMATION

WHEREAS, archival collections document the history of Our City, State, and Nation; and

WHEREAS, archival institutions collect, organize, preserve, and provide access to materials that document who we are as a community and as a people; and

WHEREAS, municipal and community archives possess legal, administrative, fiscal, and historically significant records that shed light on the past and provide guidance for the future; and

WHEREAS, municipal and community archival professionals and volunteers diligently work to assist the people of this City in preserving the records of our individual and shared experiences; and

WHEREAS, the Office of the City Recorder is tasked with preserving this City's history and today recommends the proclaiming of American Archives Month so that all historical materials may be properly appreciated and preserved.

NOW, THEREFORE, I, Mark Gamba, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim the month of **October 2016** as **National Archives Month** in the City of Milwaukie, *the Dogwood City of the West*.

IN WITNESS WHEREOF, and with the consent of the City Council of the City of Milwaukie, I have hereunto set my hand on this 4th day of **October, 2016**.

Mark Gamba, Mayor

ATTEST:



Scott S. Stauffer, City Recorder



CITY OF MILWAUKIE
"Dogwood City of the West"

PROCLAMATION

WHEREAS, community planning provides a wide range of benefits including opportunities to:

- 1) Evaluate and manage the constant change that affects cities, counties, rural areas, and the region in a way that provides better choices for how people work, play, and live;
- 2) Involve residents and business owners in making choices that determine the future of their community; and
- 3) Educate public officials and citizens so that they understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning makes to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the Planning Commission, the Design and Landmarks Committee, and other citizen planners who have contributed their time and expertise to the improvement of the City of Milwaukie, as well as to recognize the valuable contributions made by the City's professional planners and extend our thanks for the continued commitment to public service by all of these individuals;

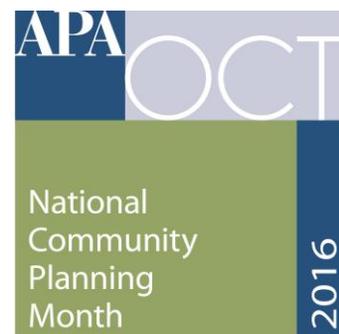
NOW, THEREFORE, BE IT RESOLVED that the month of **October 2016** is hereby designated as **Community Planning Month** in the City of Milwaukie in conjunction with the national celebration of Community Planning Month.

Introduced and adopted by the City Council on October 4th, 2016.

Mark Gamba, Mayor
City of Milwaukie

ATTEST:

Scott S. Stauffer, City Recorder



[CIVIC ENGAGEMENT]



**Regular Session
Agenda Item No.**

3

Consent Agenda



MINUTES
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WORK SESSION
SEPTEMBER 6, 2016
City Hall Conference Room

Mayor Gamba called the Work Session to order at 4:19 p.m.

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

Staff Present: City Manager Bill Monahan, Co-City Recorder Pat DuVal, Co-City Recorder Scott Stauffer, City Attorney Tim Ramis, Library Director Katie Newell, Community Development Director Alma Flores, Resource and Economic Development Specialist Amy Koski, Public Works Director Gary Parkin, Civil Engineer Rick Buen, and Engineering Director Charles Eaton

Pro-Tem Judge Recruitment Update

Mr. Monahan asked the Council if they would like to interview a pro-tem judge. He noted only 1 application was received and provided a background the applicant, Shannon Kmetic. It was Council consensus to appoint Ms. Kmetic.

Library Construction Manager Update

Ms. Newell provided an update on the project and reported that Shiels Oblatz Johnsen, Inc. (SOJ) was the recommended contractor. She noted that she had spoken with businesses that had worked with SOJ and the reviews were all favorable.

Mr. Monahan remarked on the staffing availability of SOJ.

It was Council consensus to consider a resolution to authorize the Mayor to sign a contract with SOJ at the September 6, 2016, Regular Session.

County Wastewater System Rights and Responsibilities

Councilor Power provided an update on the governance situation for the Tri-City Service District (TCSD) that provides wastewater treatment services for Gladstone, Oregon City, and West Linn. She noted Oregon City and Gladstone had agreed to meet to discuss the TCSD and its future.

Council President Batey asked about the public records request submitted by public officials, and **Mr. Ramis** discussed the differing legal interpretations of who can file a records request.

Councilor Power asked Council if they were interested in a 5-city takeover approach, without unincorporated areas, since that was idea that had been brought up. **Council President Batey** did not think cutting out the unincorporated area was a viable option for the long-term, but she was in favor of discussing it if it would help move conversations along.

Councilor Power discussed the perceived shortcomings of the district and the envisioned governance structure of the district. She summarized that she believed the situation was at an impasse. She noted ideas that had been proposed by the different cities. She added that she was not interested in a 5-cities approach, but wanted to check in with City Council.

The group discussed the records request. **Council President Batey** noted it was worth requesting again, and said she would put in a request as a private citizen.

Update on Triangle Site Food Cart Pod Waiver Requests

Ms. Flores introduced Ms. Koski and discussed the progress made since the signing of the Food Cart Pod contract with the Johnson Group. Ms. Flores noted both a water line and meter were recently installed. She distributed an exhibit to Council and discussed the possibility of some tweaks to the item locations in the site plan. She was hopeful to have the project completed by the end of the fall. She noted final diagrams had not been received from Portland General Electric (PGE), as they had been backlogged.

Councilor Churchill and **Ms. Flores** discussed the location of the food cart units along 21st Avenue and the possibility of screening, depending on which way the units faced.

Ms. Flores explained the need for a fee waiver due to unforeseen plan changes. She noted there was money set aside in the budget to be used for these purposes.

Mr. Parkin confirmed that the size of the water meter installed on the site was likely not sufficient for a large-scale development in the future, but could be used for irrigation. He discussed it in relation to a fire line and how the meter could tie into a future development on the site. It was the appropriate size for the current use.

Ms. Flores clarified she was not asking for a fee waiver, but rather a transfer of funds. She asked for Council approval for a transfer of funds from the Community Development department to the Public Works department to pay for the system development charges (SDC) for the water line. It was Council consensus to grant the transfer of funds.

Riverfront Park Beach Repair

Mr. Eaton introduced Mr. Buen, the City's new Civil Engineer, and noted his work on the Federal Emergency Management Agency (FEMA) projects. Mr. Eaton provided an update on the dialogue with FEMA regarding the funds for the beach repair work.

Mr. Eaton and **Mr. Buen** discussed different mitigation options for the beach area and costs associated. **Mayor Gamba** noted the original plan included a river access area, not a beach. **Council President Batey** and **Mayor Gamba** discussed canoe and kayak access, and **Mr. Eaton** noted the contractors said the current slope of that location would fail, regardless of the materials used. The group discussed the possibility of a retaining wall.

Mr. Eaton also discussed soil anchor walls. **Council President Batey** noted Spring Park had problems with anchor walls.

Mr. Eaton summarized different options to proceed. **Mayor Gamba** was interested in hearing what the Park and Recreation Board (PARB) had in mind for plant mitigation, and **Mr. Eaton** briefly summarized their plans.

The group discussed what would happen if nothing was done, and the risks involved.

Councilor Power was not tied to keeping the beach, and noted there could be other methods for a non-motorized launching area.

It was group consensus to try to protect the sidewalk. **Mayor Gamba** said if the current contract encompassed Council conversation to protect the sidewalk and explore a better way to set-up the park, the project should move forward.

The group discussed the likelihood of blowing another manhole cover in the future.

Urban Renewal Referendum Ballot Title

Mr. Stauffer explained that a referendum was received regarding the Urban Renewal Plan. The City Attorney had prepared the ballot title and notice of ballot title received, which would be published in *The Oregonian* on Friday, September 9. He asked if Council wished to have the ballot title posted on City website; it was not required but may be advisable and would be required to be posted for at least 7 days.

The group discussed the process, and **Mr. Ramis** explained the steps. The group discussed the pros and cons of listing it on the website.

Mr. Ramis clarified what could be published online regarding the details of the ballot title challenge. **Council President Batey** asked what City Councilors could do, and **Mr. Ramis** explained what was allowed.

It was the Council consensus to post the notice of ballot title received on the City's website.

Mayor Gamba adjourned the Work Session at 5:44 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II



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REGULAR SESSION
SEPTEMBER 6, 2016
City Hall Council Chambers

Mayor Mark Gamba called the 2,229th meeting of the Council to order at 6:12 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power (via phone)

Staff Present: City Manager Bill Monahan, Co-City Recorder Pat DuVal, Co-City Recorder Scott Stauffer, Planning Director Denny Egner, Right-of-Way (ROW) and Contract Coordinator Reba Crocker, Engineering Director Charles Eaton, Finance Director Haley Fish, Library Director Katie Newell, and Associate Planner Brett Kelper

CALL TO ORDER

Pledge of Allegiance.

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. American Legion Day Proclamation

Jerry Craig, American Legion Post 180, read a proclamation declaring *American Legion Day* in the City and reported that Post 180 had received the Unity Award from the American Legion Department of Oregon.

CONSENT AGENDA

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

A. City Council Meeting Minutes:

- 1. July 19, 2016, Regular Session;**
- 2. July 28, 2016, Study Session; and**
- 3. August 2, 2016, Work Session.**

B. Resolution 99-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, authorizing the City Manager to approve purchase orders in the amount of \$96,991.52 for the purchase of three vehicles. A 2017 Dodge Durango for \$29,979 from Ron Tonkin Dodge, a 2017 Ford Explorer for \$28,655.60 from Northside Ford and a 2017 Chevrolet Tahoe for \$38,346.92 through Hubbard Chevrolet.

C. Resolution 100-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, authorizing the City Manager to approve the purchase orders in the amount of \$31,723.66 from Auto Additions to up fit a 2017 Ford Explorer patrol vehicle, 2017 Dodge Durango staff vehicle and a 2017 Chevrolet Tahoe patrol vehicle.

D. Approve an Oregon Liquor Control Commission (OLCC) Application for J & J Little Store, 2936 SE Washington Street – Change of Ownership

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

Mayor Gamba announced the addition of items regarding Riverfront Park Beach Repair and Library Construction Project Manager to the end of the Regular Session agenda.

AUDIENCE PARTICIPATION

Mayor Gamba and **Mr. Monahan** reported that there were no Audience Participation speakers and no follow-up from the August 16, 2016, Audience Participation.

OTHER BUSINESS [moved up the agenda]

B. Bike and Pedestrian Accessibility Program (BPAP) Fee – Resolution

Mr. Eaton reviewed previous Council discussion and action regarding the BPAP. He reported that the Citizens Utility Advisory Board (CUAB) had recommend a program fee rate of \$4.60 per month for a single family residence (SFR), with an exemption for low-income earners and lower rates for multi-family residences. The Public Safety Advisory Committee (PSAC) had recommended changing the program name to Safe Access For Everyone (SAFE). He added that the proposed fee would cover required matching grant funding for the Kronberg Park path project and Monroe Street Neighborhood Greenway project.

Mayor Gamba and **Mr. Eaton** noted that the City was required to adopt and fund an Americans with Disabilities Act (ADA) Plan and that the proposed BPAP program included ADA and Safe Route to Schools (SRS) projects.

Mayor Gamba reviewed the public testimony procedures.

Cheree Happe, Milwaukie resident, explained that she would like the City to explore installing an audible traffic signal on Lake Road near 28th or 31st Avenues. **Mayor Gamba** remarked that he would ask staff to look into her request.

Craig Ernst, Milwaukie resident, commented that the proposed program fee did not seem like a lot of money for the planned infrastructure investments.

LeeAnne Ferguson, SRS Director for the Bicycle Transportation Alliance (BTA), reported that families in the North Clackamas School District (NCSD) wanted pedestrian safety infrastructure, training, and programs, and asked Council to fund SRS projects.

Gwen Alvarez, Milwaukie resident, remarked on the community's support for infrastructure and safety projects and expressed support for the BPAP.

Angel Falconer, PSAC Chair, and **Leta Falconer**, Milwaukie resident, expressed concern about gaps in existing sidewalks and noted that Milwaukie was one of the only cities considering the impact of program fees on low-income earners. She urged Council to fund the BPAP. **Mayor Gamba**, **Ms. Falconer**, and **Council President Batey** discussed public and neighborhood district association (NDA) involvement in PSAC's consideration of the proposed BPAP and program fee.

Councilor Parks remarked that the proposed BPAP was the culmination of a number of projects that had been combined into one of Council's top goals.

Councilor Churchill thanked Mr. Eaton for his work on creating an ADA Plan, and **Councilor Parks** remarked on the importance of adopting an ADA Plan.

Council President Batey discussed the "8 80 Cities" Open Streets project that looked at public space and active transportation designs for 8 and 80 year olds. She expressed support for the proposed BPAP fee and concern about the lack of public outreach regarding the proposed fee amount.

The group noted the timeline for adopting the fee if it were to go into effect in January 2017 and discussed the possibility of conducting an outreach effort to get feedback on the proposed fee and program. Council members remarked that the community had been requesting safety and infrastructure improvements for many years.

Mr. Eaton and **Ms. Fish** asked for Council direction to prepare, announce, and implement a new program fee by January 2017.

It was the Council consensus to rename the BPAP to SAFE, and staff noted that the program would be referred to as the SAFE fee on monthly billing statements.

Mr. Eaton, Mayor Gamba, and Ms. Fish discussed the process for changing billing statements, announce the process for applying for the low-income exemption, and the need to put the fee in place to help fund the Kronberg Park path project.

The group discussed the adoption timeline to implement a fee by January 2017.

It was the Council consensus that staff should begin preparing the billing software to implement a new fee.

Mayor Gamba and **Councilor Parks** remarked on the strength of the SAFE plan, and **Council President Batey** expressed concern about the lack of public input on the fee.

The group discussed how the proposed fee compared to similar program fees in other cities in the region and noted that the proposed projects could be done all at once or in phases over the life of the program. **Mr. Eaton** reported that the proposed SAFE Plan would collect \$22 million over a 25 year period and that projects could be added through a vetting process that would involve PSAC and the NDAs.

Councilor Power expressed support for conducting an outreach effort to explain the program and fee.

Mayor Gamba and **Ms. Fish** discussed the definition of a low-income earner.

Mayor Gamba expressed support for passing the SAFE Program and conducting an outreach effort to explain the program.

Councilor Churchill and **Councilor Parks** remarked on the importance of transparency and soliciting feedback on the proposed fee amount.

The group discussed the type of outreach efforts and activities to be undertaken and when Council could consider adopting the SAFE program.

Vince Alvarez, CUAB Chair and Lake Road NDA Chair, explained how the CUAB had calculated the proposed fee and he expressed support for the fee. He reported that the Lake Road NDA had liked the program and had not considered the proposed fee amount. **Ms. Alvarez** urged Council to approve the proposed plan and fee.

Councilor Churchill and **Council President Batey** expressed support for conducting more community outreach on the fee.

Mayor Gamba summarized that the SAFE Program would be put on the October 18, 2016, Regular Session agenda and that an outreach effort would be undertaken.

PUBLIC HEARING

A. Code Amendments to Regulate Marijuana Businesses (File #ZA-2016-001) – Ordinance, Continued from August 16, 2016

Mayor Gamba called the public hearing on the legislative Zoning Ordinance Amendment File ZA-2016-001, continued from August 16, 2016, and initiated by the City to order at 7:29 p.m.

The purpose of the hearing was to continue to consider an Ordinance to adopt proposed amendments to the Zoning Ordinance that included the regulation of marijuana businesses in Milwaukie. This was a legislative decision by the Council and would be based on the following standards: the Statewide planning goals, applicable federal or state laws or rules; any applicable plans and rules adopted by Metro; applicable Comprehensive Plan polices; and applicable provisions of implementing Ordinances. Mayor Gamba reviewed the order of business.

Staff Presentation:

Mr. Egner reviewed previous Council discussion on the proposed amendments to the Milwaukie Municipal Code (MMC) to regulate marijuana businesses and noted changes made to the proposed ordinance per Council direction.

The group discussed the Council direction given at the August 16, 2016, Regular Session regarding whether or not the 1,500 foot buffer zone would be applied in all manufacturing (M) zones or only in the North Milwaukie Industrial Area (NMIA).

Mayor Gamba reviewed the testimony procedure.

Correspondence:

Staff reported that no additional correspondence had been received on the topic.

Testimony in Support:

Mayor Gamba noted that no Speaker Registration cards had been received and that there were no further Council questions for staff.

Mayor Gamba closed the public testimony part of the public hearing at 7:35 p.m.

Decision by Council:

The group discussed whether or not Council had meant for a 1,500 foot buffer zone between buildings with grow site operations to be applied in all M zones or just the NMIA. **Councilor Power** confirmed that she opposed a 1,500 foot buffer zone in all industrial areas. **Mayor Gamba** noted that the revised ordinance as presented would apply a buffer zone in the NMIA only.

Mr. Monahan suggested that Council recess to allow staff to research Council's August 16, 2016, motion language regarding a buffer zone.

Mayor Gamba recessed the Regular Session at 7:40 p.m. and reconvened the Regular Session at 7:56 p.m.

Mayor Gamba read the motion adopted by Council at the August 16, 2016, Regular Session regarding where a buffer zone would be applied:

Council moved and approved a motion "to approve and direct staff to craft implementing language for file #ZA-2016-001 amending the Code as presented tonight to retain the conditional use for production sites in the Tacoma Station Area (TSA) Zone, allow production use outright in the Manufacturing (M) Zone, subject to a 1,500 foot buffer between buildings housing grow production sites, and allowing up to Tier 2 in the approved sites subject to aforementioned conditions."

Council President Batey and **Councilor Parks** discussed whether or not Council should still consider imposing a 1,500 foot buffer zone and remarked on the possible impacts of applying a buffer zone to the industrial area along Johnson Creek Boulevard.

Mr. Egner commented on the complexity of amending the presented ordinance

It was moved by Councilor Churchill and seconded by Council President Batey to direct staff to draft a new ordinance and findings based on the motion adopted by Council at the August 16, 2016, Regular Session.

The group remarked on continuing the hearing to another meeting date to allow staff to revise the ordinance and findings. **Mr. Egner** asked for Council direction on how to apply the buffer zone in the M and the Business Industrial (BI) zones.

Councilor Power and **Mayor Gamba** expressed support for adopting the proposed ordinance with amendments regarding where the buffer zone would be applied.

The group discussed where marijuana grow sites would be conditionally allowed.

Councilor Parks expressed support for the proposed ordinance if amended to clarify the buffer zones and for keeping the 1,500 foot buffer.

Council President Batey and **Councilor Churchill** expressed concerns about allowing grow sites as a conditional use in the Johnson Creek area and west of McLoughlin Boulevard. **Mr. Egner** discussed where a buffer zone would be applied and differences between zoning in the NMIA and along Johnson Creek Boulevard.

Councilor Churchill expressed support for a 1,500 foot buffer zone in all M zones and concern about public understanding of Council direction given at previous meetings.

Mayor Gamba and **Councilor Churchill** remarked on the Council discussion process.

Mr. Egner asked for clarification on the application of a buffer area in the M zones. **Council President Batey** explained that she had not meant to rule out applying a buffer in the BI zone, **Councilor Churchill** expressed concern about abandoning the Johnson Creek area, and **Mayor Gamba** noted that the proposed ordinance included odor control requirements.

Council President Batey expressed concerns about the unknown aspects of marijuana grow site facilities.

The Council motion to direct staff to draft a new ordinance and findings based on the motion adopted by Council at the August 16, 2016, Regular Session passed with the following vote: Councilors Churchill, Batey, and Parks voting “aye,” and Councilor Power and Mayor Gamba voting “no.” [3:2]

The group discussed whether or not buffer areas should be applied in the BI zone and identified reasons for separating uses in the M zones and along Johnson Creek. They noted that the City Attorney would work with staff to revise the findings.

Councilor Power explained that she was opposed to the buffer zone because there was no known adverse effects from grow sites since none were in operation in the City.

The group discussed the risk of the buffer zone and associated justifications being appealed to the State Land Use Board of Appeals (LUBA).

Councilor Parks expressed concern about the overall health of the NMIA.

Mr. Egner reported that he had enough feedback to make revisions to the ordinance and findings, including avoiding a concentration of sites in any one area, a desire to disperse grow site operations, and potential odor control issues.

It was moved by Councilor Churchill and seconded by Council President Batey to continue the public hearing on Code Amendments to Regulate Marijuana Businesses (File #ZA-2016-001) to a date certain of September 20, 2016. Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power, and Mayor Gamba voting “aye.” [5:0]

OTHER BUSINESS (CONTINUED)

A. Utility Provider Code – Ordinance

Ms. Crocker provided an overview of the proposed amendments to the MMC regarding utility providers' use of the City ROWs. She reported that utility providers and the City Attorney had provided input on the amendments and that staff recommended that Council adopt the proposed amendments to the MMC.

Council President Batey and **Ms. Crocker** discussed why the proposed ROW usage fees were different for cable and telecommunication providers.

It was moved by Councilor Parks and seconded by Council President Batey to approve the first and second readings by title only and adoption of the Ordinance amending Code Title 3 by repealing Chapter 3.13 (Telecommunications Facilities) and Chapter 3.30 (Electric Utility Privilege Tax) and adopting Title 21 (Utility Service). Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power, and Mayor Gamba voting “aye.” [5:0]

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

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

ORDINANCE No. 2131:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING CODE TITLE 3 BY REPEALING CHAPTER 3.13 (TELECOMMUNICATION FACILITIES) AND CHAPTER 3.30 (ELECTRIC UTILITY PRIVILEGE TAX) AND ADOPTING TITLE 21 (UTILITY SERVICE).

It was moved by Council President Batey and seconded by Councilor Parks to approve the first and second readings by title only and adoption of the Ordinance amending Code Title 5.08.110 (Exclusions to Business Taxes Generally). Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power, and Mayor Gamba voting “aye.” [5:0]

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

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

ORDINANCE No. 2132:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON AMENDING CODE TITLE 5.08.110 (EXCLUSIONS TO BUSINESS TAXES GENERALLY).

It was moved by Councilor Parks and seconded by Councilor Churchill to adopt the Resolution establishing the right-of-way usage fee for utilities operating in the City of Milwaukie rights-of-way. Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power, and Mayor Gamba voting “aye.” [5:0]

RESOLUTION No. 101-2016:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ESTABLISHING THE RIGHT-OF-WAY USAGE FEE FOR UTILITIES OPERATING IN THE CITY OF MILWAUKIE RIGHTS-OF-WAY.

B. Bike and Pedestrian Accessibility Program Fee – Resolution
[Moved Up the Agenda]

C. ~~Award of Contract for Project Management and Owner’s Representative Services – Resolution~~ [Removed from the Agenda on September 2, 2016]

D. ~~Dedicate Wichita Site for Park Services – Resolution~~
[Removed from the Agenda on September 2, 2016]

E. Expedited Annexation of 9412 SE Stanley Avenue – Ordinance

Mr. Kelter provided a brief introduction of the proposed annexation and explained that the property had been originally subdivided into 2 tax lots which the property owner would likely reestablish and re-plat.

Council President Batey, Mr. Kelter, and Councilor Churchill noted that the smaller 25 foot lot is not developable due to the type of residential zone it is located in.

Mr. Kelter confirmed that the proposed ordinance described both lots accurately.

It was moved by Council President Batey and seconded by Councilor Churchill to approve the first and second readings by title only and adoption of the Ordinance

annexing tracts of land identified as Tax Lots 1S2E30AD05300 and 05301 and located at 9412 SE Stanley Avenue and immediately adjacent to the north of 9412 SE Stanley Avenue, respectively, into the City Limits of the City of Milwaukie. (File #A-2016-003) Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power, and Mayor Gamba voting “aye.” [5:0]

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

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

ORDINANCE No. 2133:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, ANNEXING TRACTS OF LAND IDENTIFIED AS TAX LOTS 1S2E30AD05300 AND 05301 AND LOCATED AT 9412 SE STANLEY AVEUNUE AND IMMEDIATELY ADJACENT TO THE NORTH OF 9412 SE STANLEY AVENUE, RESPECTIVELY, INTO THE CITY LIMITS OF THE CITY OF MILWAUKIE. (FILE #A-2016-003)

F. City Manager Contract Discussion and Approval [Added to the Agenda on September 2, 2016]

Mr. Monahan reviewed the City Manager recruitment process, reported that Ms. Ober and Council had agreed to contract terms, and explained that the proposed Council action would authorize the Mayor to sign the an employment agreement with Ms. Ober.

It was moved by Councilor Power and seconded by Council President Batey to approve the new City Manager Contract with Ann Ober and authorize the Mayor to sign the agreement on behalf of the City. Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power, and Mayor Gamba voting “aye.” [5:0]

Mr. Monahan noted that the employment agreement specified that Ms. Ober would begin her duties as City Manager on October 17, 2016, and that the agreement would be made public once both parties had signed.

G. Riverfront Park Beach Repair [Added to the Agenda on September 6, 2016]

Mr. Eaton provided a brief summary of the current status of the Riverfront Park Beach Repair Project and explained that the proposed contract conformed to the City’s standard professional services agreements for an amount not-to-exceed \$110,585.

It was moved by Council President Batey and seconded by Councilor Churchill to approve the resolution authorizing the City Manager to execute a contract for engineering services with Environmental Science Associates (ESA) for Riverfront Park Beach Repair. Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power, and Mayor Gamba voting “aye.” [5:0]

RESOLUTION No. 102-2016:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR ENGINEERING SERVICES FOR THE RIVERFRONT PARK BEACH REPAIR.

**H. Library Construction Project Manager
[Added to the Agenda on September 6, 2016]**

Ms. Newell reported that Mayor Gamba and staff had made onsite visits to the final 2 Library Construction Project Manager candidates and explained that the proposed resolution would authorize the Mayor to sign a contract with Shiels, Obletz, Johnsen,

Inc. (SOJ) to serve as the Ledding Library construction project manager for an amount not-to-exceed \$369,313. She confirmed that the contract amount would cover the time required for the project manager to oversee the design, relocation, and construction phases of the project.

It was moved by Councilor Parks and seconded by Council President Batey to approve the resolution authorizing the Mayor to sign a contract with Shiels, Obletz, Johnsen, Inc. (SOJ) to be project manager of the Library construction project for a contract not-to-exceed \$369,313.00. Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power, and Mayor Gamba voting “aye.” [5:0]

Mayor Gamba thanked Councilors Churchill and Power for their work on the Library Service Expansion Task Force (LSETF) and construction project.

I. Council Reports

The group noted upcoming hazardous and bulky waste collection events including the citywide Bulky Waste Collection event on September 17, 2016, the Sunday Farmers Market Sustainability Sunday on September 11, 2016, and a Metro collection event to be held at Milwaukie Lutheran Church.

Council President Batey announced that the Milwaukie-Sellwood Sunday Parkways event would be held on October 2, 2016.

Councilor Parks reported that a Peace Walk organized by the Milwaukie Rotary Club and a potluck at the Milwaukie Museum would be held on September 11, 2016.

Councilor Churchill and **Mayor Gamba** noted that the Historic Milwaukie NDA’s picnic would be held on September 9, 2016, at the Portland Waldorf School.

Council President Batey reported that Council had received a communication from 2 Milwaukie residents who are circulating a petition to refer Ordinance No. 2130, the Milwaukie Urban Renewal Plan, to the voters. She expressed interest in meeting with the petitioners and remarked on the City’s work to develop an Urban Renewal Plan. **Mayor Gamba, Councilor Parks, and Councilor Churchill** also expressed a willingness to meet with the petitioners.

ADJOURNMENT

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

Mayor Gamba moved to adjourn the Regular Session at 9:08 p.m.

Respectfully submitted,

Scott S. Stauffer, City Recorder



MINUTES
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SPECIAL SESSION
SEPTEMBER 17, 2016
11186 SE 31st Avenue

Mayor Mark Gamba called the Special Session to order at 5:30 p.m.

Council Present: Councilors Wilda Parks and Karin Power

Council Absent: Council President Lisa Batey and Councilor Scott Churchill

Staff Present: City Manager-Designate Ann Ober

Council Welcome Dinner for New City Manager

The group welcomed Ms. Ober and her family to Milwaukie. They discussed the City's public schools, neighborhoods, annual events and traditions, history of development, and reviewed past Council goals and actions.

Mayor Gamba adjourned the Special Session at 8:30 p.m.

Respectfully submitted,

Karin Power, Councilor



MINUTES
MILWAUKIE CITY COUNCIL
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WORK SESSION
SEPTEMBER 20, 2016
City Hall Conference Room

Mayor Mark Gamba called the Work Session to order at 4:01 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, Community Development Director Alma Flores, Planning Director Denny Egner, and Finance Director Haley Fish

Downtown Milwaukie Business Association (DMBA) Quarterly Update

Ms. Flores introduced Kelli Keehner, DMBA Chair.

Ms. Keehner reviewed upcoming events for the last quarter of 2016, including the last First Friday of the year and DMBA fall and winter holiday events. She discussed the importance of updating TriMet and City of Milwaukie webpages with upcoming events. She reported that DMBA membership had been strong and they were working on a business map that would be out soon.

The group observed internet connectivity issues with the Councilors' Surfaces.

Coho Point at Kellogg Creek Development Criteria Discussion

Ms. Flores introduced the topic and noted she was circling back from previous discussions with Council in May 2016 regarding opportunity sites. She showed the new logo for Coho Point at Kellogg Creek, formerly known as the Cash Spot site, and discussed the Harrison and Main Street Site, formerly known as the Texaco site. She explained that since the Harrison and Main Street Site was more complex, the Coho Point site would move forward first. She reviewed the proposed project timeline, the request for qualifications (RFQ) and request for proposals (RFP) processes, and the establishment of a stakeholder advisory group (SAG).

The group discussed the RFQ and RFP processes. **Councilor Churchill** and **Ms. Flores** discussed RFQ formatting and wording about the public/private partnership (PPP).

Ms. Flores discussed the development phase timeline and the permit process. She asked if Council wanted a SAG, and how to structure the outreach element of the designs.

Regarding outreach, it was the group consensus to have an open house with the proposed RFQ designs.

Ms. Flores asked how the Council feedback process would work with the selection committee. She explained how the Design and Landmarks Committee (DLC) could be involved. She asked about SAG make-up and for PPP feedback from Council.

Ms. Flores discussed the land value. The group noted the land value of Coho Point and increasing rental rates. **Ms. Flores** noted there had been no recent site appraisal.

Council discussed what type of development they wanted on the site. It was group consensus that 3 floors were desired, and the group discussed a bonus 4th floor with

housing, and a 5th floor with green construction per the zoning code. **Mr. Egner** read from the zoning code and building variances.

The group discussed parameters related to building height. **Mayor Gamba** expressed support for a Leadership in Energy and Environmental Design (LEED) building.

The group discussed language to be included and noted they did not want to limit the proposals that might be received. The group also discussed height bonuses and the possibility of underwriting the land. **Mr. Egner** said there was nothing about parking in the building variance.

The group discussed Council's intent in allowing a floor if there was a full floor of parking.

Ms. Flores discussed the natural resources around the site, and reported that no issues had been cited. She noted habitat conservation area (HCA) reports and brownfields phase 1 and 2 reports.

Ms. Flores asked if Council wanted a SAG, and who should make decisions. **Mayor Gamba** wanted Council to make the decisions. **Councilor Churchill** thought SAG should make recommendations to Council. **Councilor Power** did not think a member of Council should be on the SAG. **Ms. Flores** summarized that for the RFQ process, there would be a committee of 5-to-7 internal and external people to review proposals and recommend who should advance to the RFP stage. The committee's recommendations would go to Council for approval, then those proposals selected would be asked to submit a full RFP and present at a community open house. A committee would then present the selected proposals to Council to select the winning design.

Council President Batey noted the DLC and the Planning Commission would only have a role if went through a Type III land use review process, and **Councilor Power** noted they could participate in open houses.

The group noted the DLC could play a role. **Mayor Gamba** and **Councilor Parks** suggested using the DLC as the SAG for the RFQ. The group discussed possible make-ups of a SAG, including DLC and Budget Committee members. They also discussed hiring a consultant for the financial part of the process.

Ms. Flores summarized Council's discussion about the parameters of the project. The group discussed if the parameters identified were sufficient for the RFQ process, and agreed to discuss the project again after Council had read the draft RFQ. The group noted that reaching a consensus could be difficult, and discussed being proscriptive versus detailed.

Mr. Monahan said Ms. Flores would come back at the next Work Session on October 4, 2016, to discuss the Coho Point project again

Mayor Gamba adjourned the Work Session at 5:02 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II



**MILWAUKIE CITY COUNCIL
STAFF REPORT**

Agenda Item: **RS 3. B.**
Meeting Date: **Oct. 4, 2016**

To: Mayor and City Council
Through: Bill Monahan, City Manager
Subject: **Appointment of Pro Tem Judge**
From: Haley Fish, Finance Director
Date: September 22, 2016

ACTION REQUESTED

Adopt a resolution appointing Shannon Kmetic as Municipal Court Pro Tem Judge and direct the Finance Director to execute the Personal Services Agreement for Municipal Court Judicial Services, Pro-Tem Judge.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

August 2, 2016 – Council adopted Ordinance No. 2128 Authorizing the appointment of a Municipal Court Judge Pro Tem and Adopting Section 2.05.020 of the municipal code.

August 3, 2016 – The City posted an RFP for Pro Tem Municipal Court Judicial Services; notice of the posting was published in the Daily Journal of Commerce on 8/10 and 8/15.

August 26, 2016 – No proposals had been received therefore the City posted an addendum extending the due date from August 26th, 2016 to September 2, 2016.

The City received 1 application from Shannon Kmetic dated August 29, 2016; which was then amended by an Addendum received September 21, 2016 in which the contractor proposed the rate of \$900 per session consistent with the rate in the RFP. Additionally the City obtained very favorable references. Interviews were not considered necessary as the proposal including addendum and references were deemed sufficient to recommend this appointment to City Council.

BACKGROUND

The City currently has a contract with Kimberly Graves to provide municipal court judge services. Judge Graves occasionally appoints a municipal court judge pro tem if she is unavailable to serve as municipal court judge. However, there is no consistent Council appointed support in place should Judge Graves need to recuse herself to provide due process to a defendant or to deal with occasional overflow.

The City Attorney has advised that pursuant to Charter authority, the City Council may provide for appointment of a municipal court judge pro tem. Appointment of a judge pro tem by the City Council provides additional municipal court judge services to address overflow and due process issues when and if necessary, and allows for direct payment to the judge pro tem.

Judge Graves has agreed to a modification of her agreement with the City to acknowledge the City Council's appointment of a judge pro tem.

CONCURRENCE

The Finance Director and City Manager have worked with the City Attorney's office to draft the attached Personal Services Agreement which has been provided to and found acceptable by the recommended candidate.

FISCAL IMPACTS

The City will add two to four Court sessions to the existing docket which at a rate of \$900 per full court date could result in an increase of up to \$3,700 per year.

WORK LOAD IMPACTS

This appointment will allow staff to have an efficient means to address overflow and due process issues.

ALTERNATIVES

The City Council may wish to enter into the Agreement with the recommended candidate, or direct staff to begin a second request for proposal process for City Municipal Judge Services.

STAFF RECOMMENDATION

Staff recommends that City Council enter into the Agreement with the recommended candidate.

ATTACHMENTS

1. Resolution
2. Personal Services Agreement



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No. _____

A resolution of the City Council of the City of Milwaukie, Oregon, directing staff to execute a Personal Service Agreement with Shannon Kmetic, for City Municipal Court Judicial Services, Pro Tem Judge

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

WHEREAS, the City requires Municipal Court Pro Tem Judge Services for the operations of the City's Municipal Court; and

WHEREAS, the City has issued a request for proposals and received a proposal in response; and

WHEREAS, the City has reviewed the proposal and addendum thereto as submitted, obtained references and determined that the candidate is qualified, and recommends Shannon Kmetic as the City Municipal Court Pro Tem Judge;

Now, Therefore, be it Resolved that the City Council directs the Finance Director to enter into an agreement with Shannon Kmetic, for Municipal Court Judicial Services, Pro Tem Judge for the term of one year.

Introduced and adopted by the City Council on _____.

This resolution is effective on adoption.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney

Contract No. _____



**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR MUNICIPAL COURT JUDICIAL SERVICES, PRO-TEM JUDGE**

THIS AGREEMENT made and entered into this ~~5th~~^{3rd} day of October, 2016 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and ~~Shannon Kmetich~~ ~~(Contractor's Name)~~ hereinafter called Contractor.

RECITALS

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

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

THEREFORE the Parties agree as follows:

- 1. **SERVICES TO BE PROVIDED**
Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.
- 2. **EFFECTIVE DATE AND DURATION**
This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by October ~~43~~²⁸, 201~~7~~⁸. The City reserves the right to extend this contract for two (2) ~~one-two~~ year periods. Any extensions of the contract will require City Council authorization following a review of the Contractor's performance. - All work under this Agreement shall be completed prior to the expiration of this Agreement.
- 3. **COMPENSATION**
City agrees to pay Contractor not to exceed nine hundred (\$900.00) per court session that ~~shall~~^{will} be held 2 to 4 times per year for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:
 - A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
 - B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
 - C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

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

4. OWNERSHIP OF WORK PRODUCT

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

5. ASSIGNMENT/DELEGATION

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

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

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

Contractor is an independent contractor for purposes of the Public Employees Retirement System and will not work for City more than 600 hours in any calendar year.
- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

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

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

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

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

City	Contractor
City of Milwaukie	Company: Bertrand-Kmetic Inc (insert name of firm)
Attn: Accounts Payable	Attn: (insert contract manager's name) Shannon Kmetic
10722 SE Main Street Milwaukie, Oregon 97222	Address: (insert contract manager's address) 11073 SE Main Street Milwaukie, Oregon 97222
Phone: 503-786-7523	Phone: 503-659-1025 (insert #)
Fax: 503-786-7528	Fax: (insert #) N/A
Email Address: finance@milwaukieoregon.gov	Email _____ Address: Shannon@bertrandkmeticlaw.com (insert address)

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

9. MERGER

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

10. TERMINATION WITHOUT CAUSE

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

11. TERMINATION WITH CAUSE

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

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.

Contract No. _____

- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

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

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

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

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

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

13. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of

the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER

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

15. NON-DISCRIMINATION

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

16. ERRORS

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

17. EXTRA (CHANGES) WORK

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

18. ATTORNEY'S FEES

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

19. GOVERNING LAW

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

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Contract No. _____

20. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

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

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21. CONFLICT BETWEEN TERMS

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

22. AUDIT

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

23. SEVERABILITY

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

24. COMPLETE AGREEMENT

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

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

CITY OF MILWAUKIE

CONTRACTOR

Signature

Signature

Printed Name & Title Haley Fish, Finance Director

Printed Name & Title

Date

Date

EXHIBIT A
SCOPE OF WORK (SERVICES TO BE PROVIDED)

The Contractor shall perform the following Pro Tem Municipal Judge Services:

1. Act as the Pro Tem judicial officer of the City. The Municipal Court Judge shall be appointed by and hold office ~~during at~~ the pleasure of the City Council.
2. Be a member in good standing of the Oregon State Bar during the entire term of office. Disbarment shall be a basis for removal from office.
3. Hold a court within the City, which shall be known as the Municipal Court for the City of Milwaukie, Clackamas County, Oregon, ~~on the following court sessions~~ two to four sessions per year.
 - a. Court shall be open for transaction of judicial business most Wednesdays.
 - b. The Court may be open for transaction of judicial business at such other times as the sitting Municipal Court Judge, with the concurrence of the City Manager and Finance Director, determines to be necessary for the proper functioning of the court.
4. Conform to the general laws of the State of Oregon governing cities and the judiciary, including justice courts, except as the City Charter or Code prescribes to the contrary.
5. The Municipal Court has original jurisdiction of all offenses defined and made punishable by ordinances of the City and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by any ordinance of the City. The Municipal Court Judge Pro-Tem may:
 - a. Render judgments and, for enforcing them, impose sanctions on persons and property within the court's territorial jurisdiction;
 - b. Order the arrest of anyone accused of an offense against the City;
 - c. Commit to jail or admit to bail anyone accused of such an offense;
 - d. Issue and compel obedience to subpoenas;
 - e. Compel witnesses to appear and testify in the trial of matters before the court;
 - f. Penalize contempt of court;
 - g. Issue process necessary to effectuate judgments and orders of the court;
 - h. Issue search warrants; and
 - i. Perform other judicial and quasi-judicial functions prescribed by ordinance.
6. Notwithstanding this section, the Council may transfer some or all of the functions of the municipal court to an appropriate state court.



**MILWAUKIE CITY COUNCIL
AGENDA ITEM SUMMARY**

Agenda Item: **RS 3. C.**

Meeting Date: **Oct. 4, 2016**

Title: **Appointments to Boards, Commissions, and Committees**

Prepared By: Jason Wachs, Community Programs Coordinator

Department Approval: Mitch Nieman, Assistant to City Manager

City Manager Approval: Bill Monahan, City Manager

Approval Date: September 26, 2016

ISSUES BEFORE COUNCIL

Recommendation to appoint two new members to the Arts Committee.

STAFF RECOMMENDATION

Appoint the following new members to the Arts Committee as a result of interviews conducted on Tuesday, September 13, 2016 with Mayor Gamba, Councilor Parks, and Mitch Nieman:

- Arts Committee – Appoint Hamid Shibata Bennett (Position #8)
- Arts Committee – Appoint Serafine Lilien (Position #10)

KEY FACTS & INFORMATION SUMMARY

Refer to staff recommendations.

OTHER ALTERNATIVES CONSIDERED

NA

CITY COUNCIL GOALS

NA

FISCAL NOTES

NA

ATTACHMENTS

Resolutions for appointments.



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon appointing Hamid Shibata Bennett to the Arts Committee.

WHEREAS, A vacancy currently exists on the Arts Committee; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Hamid Shibata Bennett possesses the necessary qualifications to serve on the Arts Committee.

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

SECTION 1: That Hamid Shibata Bennett is appointed to the Arts Committee position #8.

SECTION 2: That his term of appointment shall commence October 5, 2016 and shall expire March 31, 2017.

Introduced and adopted by the City Council on **October 4, 2016.**

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon appointing Serafine Lilien to the Arts Committee.

WHEREAS, A vacancy currently exists on the Arts Committee; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Serafine Lilien possesses the necessary qualifications to serve on the Arts Committee.

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

SECTION 1: That Serafine Lilien is appointed to the Arts Committee position #10.

SECTION 2: That her term of appointment shall commence October 5, 2016 and shall expire March 31, 2018.

Introduced and adopted by the City Council on **October 4, 2016.**

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney



To: Mayor Gamba and Milwaukie City Council
Through: **Bill Monahan, City Manager**

From: Steve Bartol, Chief of Police 

Date: September 27, 2016

Subject: **O.L.C.C. Application –Amadeus Special Events, Inc – 2122 SE Sparrow St.**

Action Requested:

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from Adadeus Special Events, Inc – 2212 SE Sparrow St.

Background:

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

RS 3. E.
Oct. 4, 2016



To: Mayor Gamba and Milwaukie City Council
Through: **Bill Monahan, City Manager**
From: Steve Bartol, Chief of Police
Date: September 15, 2016
Subject: **O.L.C.C. Application – Kimmy’s Market LLC – 17508 NW Shady Lp.**

Action Requested:

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from Kimmy’s Market – 17508 NW Shady Loop

Background:

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



To: Mayor Gamba and Milwaukie City Council
Through: **Bill Monahan, City Manager**
From: Steve Bartol, Chief of Police
Date: September 26, 2016
Subject: O.L.C.C. Application – Milwaukie Café and Bottle Shop LLC – 9401 SE 32nd Ave.

Action Requested:

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from Milwaukie Café and Bottle Shop LLC – 9401 SE 32nd Ave.

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



RS 6. A.
Oct. 4, 2016

To: Mayor and City Council

From: Bill Monahan, City Manager

Subject: Orange Line End of First Year Report

Date: June 19, 2014

ACTION REQUESTED

Hear a report on the operation of the Orange Line, bus lines, and other features of the TriMet transportation system in Milwaukie. TriMet plans to have Jennifer Koozer, Dave Unsworth, and Leah Robbins present to provide information. Milwaukie Police Chief Steve Bartol plans to provide information on the impact of the opening of light rail on the City's ability to provide police services. Chief Bartol's report, entitled "Orange Line Lookback 2016", is attached.

Topics to be covered by TriMet include:

1. An end of the year report on the first year of Orange Line operation in two parts: ridership results and community impacts. Staff asked TriMet to prepare a report on what the ridership on the Orange Line has been, specifically: what has the ridership to and from Tacoma and Main Street stations been, what trends have been noticed, and what should we expect for year two and beyond. Staff assumes that TriMet can compare the Orange Line (and Milwaukie) experience against historical experience that has taken place with the other lines it has introduced and operated.
2. Staff also asked TriMet representatives to present a report covering ridership, remaining details required to complete the construction of the system in Milwaukie, status of the second shelter at the Main Street Station to be completed this fall, the completion of the maintenance agreement, the plan for unused property along the line that was used during construction, etc. Staff also requested a report on the changes made to bus routes that stop-over in downtown Milwaukie and the future of the park and ride facility in the North Main Industrial Area (the Southgate site). Staff requested that Director Neil McFarlane make the presentation along with other staff of TriMet. In addition, staff suggested

that the Board member who represents the area be in attendance. Staff understands that neither Neil nor the Board member are able to attend.

3. Potential for regular presentations by TriMet's Executive Director or Board representative. Staff has suggested that now that the construction is mostly completed, a regular check-in with City Council, at least annually, would be valuable to discuss trends and changes.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

TriMet, City of Portland, Clackamas County and the City of Milwaukie partnered for the construction of the latest light rail line, the Orange Line. The Orange Line opened on September 12, 2015.

In December 2008, the City and TriMet entered into an Intergovernmental Funding Agreement obligating the City to pay \$5 million for its share of TriMet's installation of the Portland-Milwaukie Light Rail Transit Project.

BACKGROUND

The Orange Line has been in operation for just over one year. The City has experienced heightened interest in development of the downtown area in proximity to the light rail station. Local residents have found that the Orange Line is convenient to travel to PSU, OHSU, and connection to the transportation network in Portland.

Milwaukie will continue to undergo change related to the opportunities the Orange Line has brought. Planning for the downtown (Moving Forward Milwaukie and the Milwaukie Urban Renewal Plan) has positioned the City to see major physical changes that take advantage of the transit system.

FISCAL IMPACTS

None at this time.

WORK LOAD IMPACTS

None at this time. The City continues to work with TriMet to develop a plan to transfer maintenance responsibilities and the ownership of the Triangle site..

ALTERNATIVES

None

ATTACHMENTS

1. MAX Orange Line's First Year in Milwaukie - Report
2. MAX Orange Line's First Year in Milwaukie - PowerPoint
3. Orange Line Lookback 2016 – Chief Steve Bartol



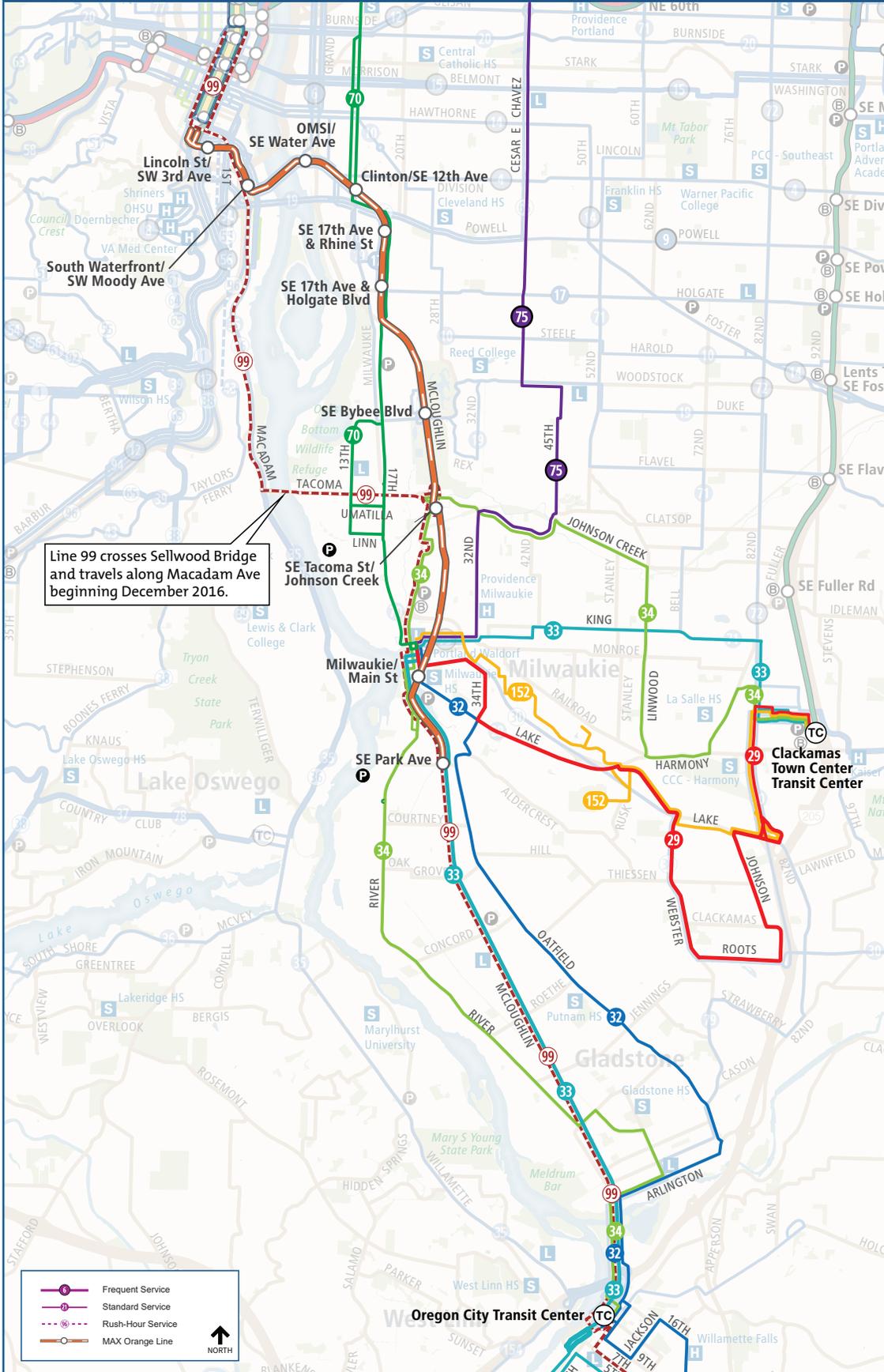
TriMet Report to Milwaukie City Council

September 21, 2016 for October 4, 2016 Presentation



RS39

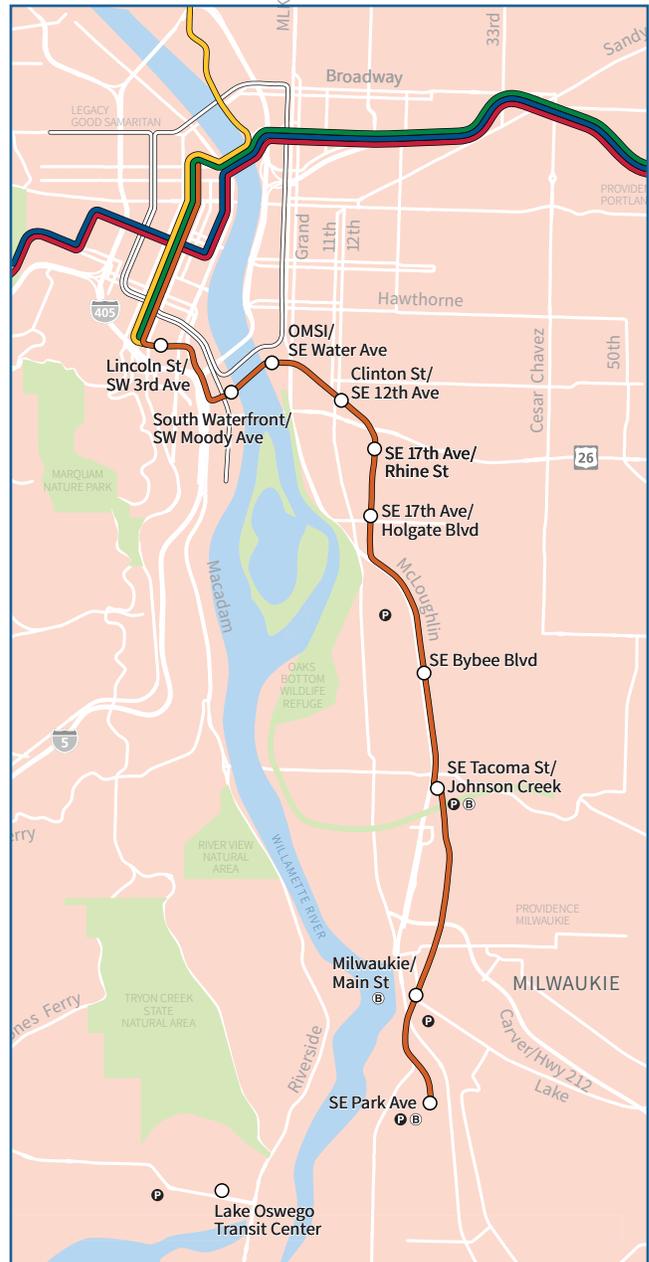
Milwaukie Transit Service, Fall 2016



Orange Line service

On September 12, 2015, TriMet opened the MAX Orange Line, which includes a 7.3-mile light rail alignment with 10 stations, two Park & Rides and a multitude of improvements for pedestrians and bicyclists. Implementation of the new light rail service also entailed changes to existing bus service, including new service in Milwaukie. In Downtown Portland, the Orange Line interlines with the Yellow Line to provide a one-seat ride between Milwaukie and the Rose Quarter Transit Center, MAX stations along Portland's Interstate Avenue and the Portland Expo Center.

This report provides an update to Milwaukie City Council about the first year of the Orange Line service.



Ridership

During its first year of operation, MAX Orange Line carried approximately 3.5 million passengers. The new stations with the most boardings over the first year of service were SE Park Ave, with over 400 Park & Ride spaces, and South Waterfront/SW Moody Ave, near the base of the OHSU Tram. The SE Tacoma/Johnson Creek and Milwaukie/Main St stations are the next highest-ridership stations on the Orange Line's east side.

Ridership at Milwaukie/Main St Station averages about 700 boardings per weekday, about 400 boardings on Saturdays, and about 300 boardings on Sundays.

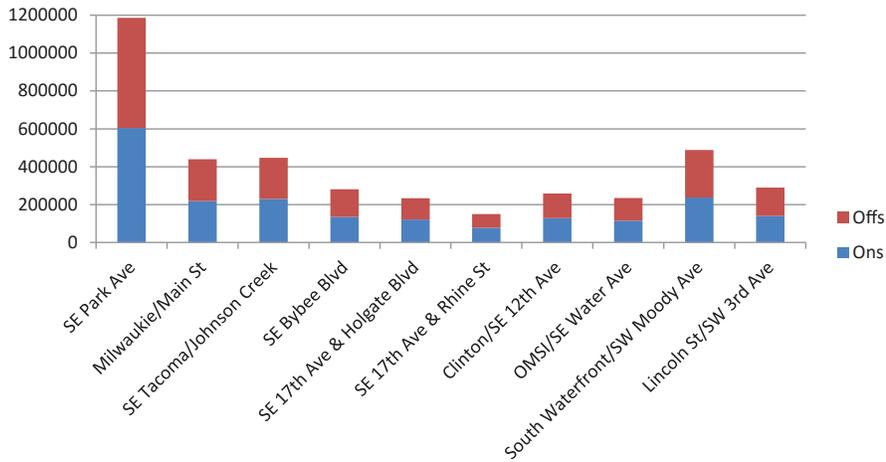
Increased and re-allocated bus service changes accompanied the Orange Line opening to help connect riders to MAX. This included combining Lines 31 and 33 into one line that resulted in increased service frequency on Harrison Street, and combining Lines 28 and 34 to bring new service to Linwood Avenue and Johnson Creek Boulevard. The Line 99-Macadam/McLoughlin continues to connect Milwaukie and Downtown Portland, but has remained on a temporary route for the past year while Sellwood Bridge construction continues.

Starting in December, Line 99 will begin using its new route with more direct service to OHSU, PSU and Downtown Portland via Sellwood Bridge. The line will also connect to bus lines serving Lake Oswego and West Linn. TriMet expects this service improvement to attract more riders.

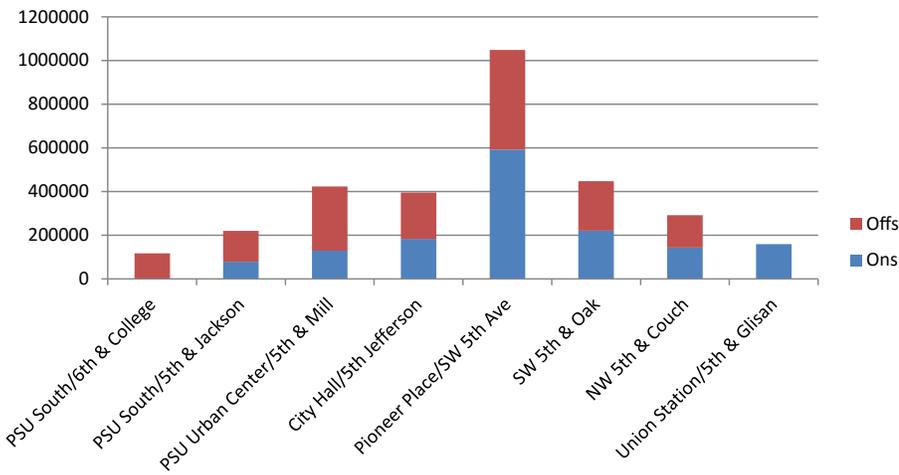
Changes in ridership patterns from major service investments and adjustments typically mature over the course of a few years. But, overall transit ridership within the City of Milwaukie has increased over the previous year, and TriMet expects it will continue to grow.

TriMet's Southeast Service Enhancement Plan (SEP), developed over the past two years in consultation with city staff, major employers, schools and other community stakeholders, will guide further bus service improvements in Milwaukie. Recent improvements include additional frequency on Line 32 and longer hours of service on Line 75 in Milwaukie.

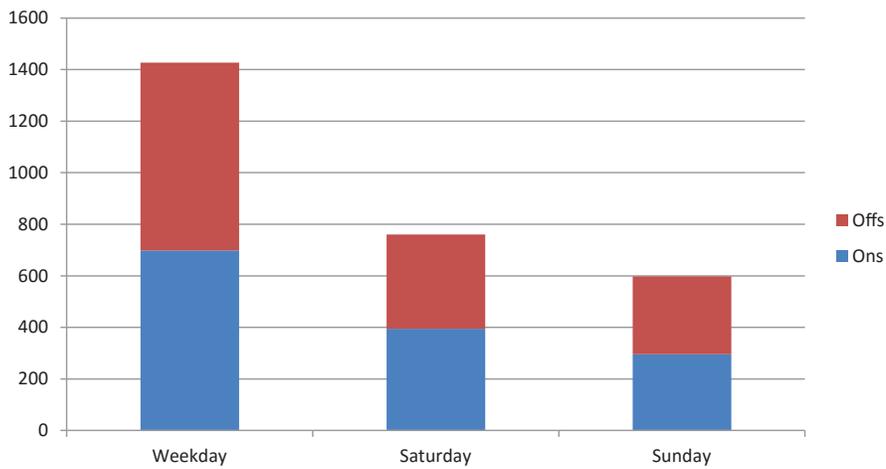
MAX Orange Line Stations (New) First Year Ridership



MAX Orange Line Stations (Portland Mall) First Year Ridership



Milwaukie/Main St Station Average Ridership (Spring 2016)



Park & Rides

The Orange Line Park & Rides at SE Park Ave and SE Tacoma St are very popular, filling to capacity weekday mornings. The shared-use Park & Ride at Milwaukie Presbyterian Church, about a block from the Milwaukie/Main St Station, also fills quickly on weekdays. During the first few months of Orange Line service there were concerns from riders about the limited Park & Ride capacity, and from SE Park Avenue neighbors about on-street parking by TriMet customers; however, these concerns have largely tapered off.

This summer, TriMet finalized a shared-use Park & Ride agreement with the Milwaukie-Portland Elks Lodge at the SE Park Ave Station. This lot opened on August 1, has also become very popular, and may reach capacity when all local universities are back in session this fall.

Usage at the Milwaukie Park & Ride at SE Main & Milport has dropped significantly, now that it has less frequent bus service. It remains served by Lines 34 and 99 which provide weekday service to Downtown Milwaukie and the SE Tacoma/Johnson Creek MAX Station. TriMet will monitor the use of this Park & Ride in consultation with City of Milwaukie.

Safety

Safety guided the design of MAX Orange Line in Milwaukie, and to date no collisions have occurred. Safety outreach with schools preceded the line's opening, and safety curricula are available for teachers on trimet.org/teachers.

Pedestrian swing gates were fine-tuned over several months to optimize operation. Some signal timing adjustments have been completed and more are planned this fall. In response to concerns about long wait times at signalized crossings, TriMet, City of Milwaukie, ODOT and railroad partners identified ways to shorten the advance warning time so that people biking, walking and driving will experience at least 33 seconds less time stopped at the SE 21st, Adams and Washington street traffic signals.

Maintenance agreement

A formal maintenance agreement for the new infrastructure is nearing completion. The agreement specifies which parties are responsible for cleaning and maintaining landscaping, signs, fences, signal equipment, poles, sidewalks, retaining walls and more. Staff from TriMet and City of Milwaukie are in the final stages of completing this document. In the meantime, normal cleaning and maintenance of transit elements, including landscaping, takes place regularly.



Additional shelter on MAX platform

Construction activity is underway to add a second shelter to the Milwaukie/Main St shelter platform. Additional shelters are among a handful of “add-back” items that the Federal Transit Administration approved as the Orange Line was completed under budget.

During construction, the station will remain open during all regular MAX service hours, with some short pedestrian detours possible. The shelter structure will be lifted by crane at night, while MAX is not running

and the overhead wires are not electrified. Installation of the glass roof and other elements is scheduled for November. A noise variance was secured and neighbors were notified of the nighttime activity.

Shelter crews are also working on the SE Park Ave platform, and will work their way north over the course of the next year, so that each platform has two shelters, including security cameras and Transit Tracker display screens. Each new shelter will also have artwork on the column to match the existing shelter.



Properties purchased for Orange Line construction

TriMet is pleased to transfer the Triangle Site property to the City of Milwaukie. This site has great potential for further invigorating Downtown Milwaukie and its station area, both as an interim food cart pod, and as a future transit-oriented development. TriMet expects the transaction to be finalized in the immediate future.

Properties that TriMet purchased for construction adjacent to the Trolley Trail may also be available for sale in the coming months. This includes the Sparrow Site (the former ODOT yard), which is currently being used by the landscaping company fulfilling the warranty period for the Orange Line's new trees and plantings.

Many steps are necessary before these sites become discrete parcels that TriMet can make available for sale. Additional procedures are required for land that was purchased with federal dollars, from the railroad, or was part of another jurisdiction's right-of-way. For properties adjacent to the Trolley Trail, the first step will be finalizing the transaction of transferring the trail to North Clackamas Parks & Recreation District.



Catch the Orange

After a festive series of grand opening events, TriMet continues to celebrate and promote the Orange Line and its communities. This campaign includes:

- Billboards
- Bus sides
- Newspaper ads (community newspapers, Willamette Week, etc)
- Radio ads (OPB, I Heart Radio, Pandora)
- Social media ads (Facebook, Instagram, etc)
- Portland Timbers program insert
- TriMet rider communications (emails, surveys, blog posts)
- Community Events (Milwaukie Farmers Market, Sunday Parkways, etc.)



Ongoing coordination

TriMet looks forward to continuing a collaborative relationship with the City of Milwaukie, at both the staff and leadership levels. With loose ends from construction nearly wrapped up, communications may be less frequent, but TriMet encourages City staff and council members to contact TriMet staff at anytime.

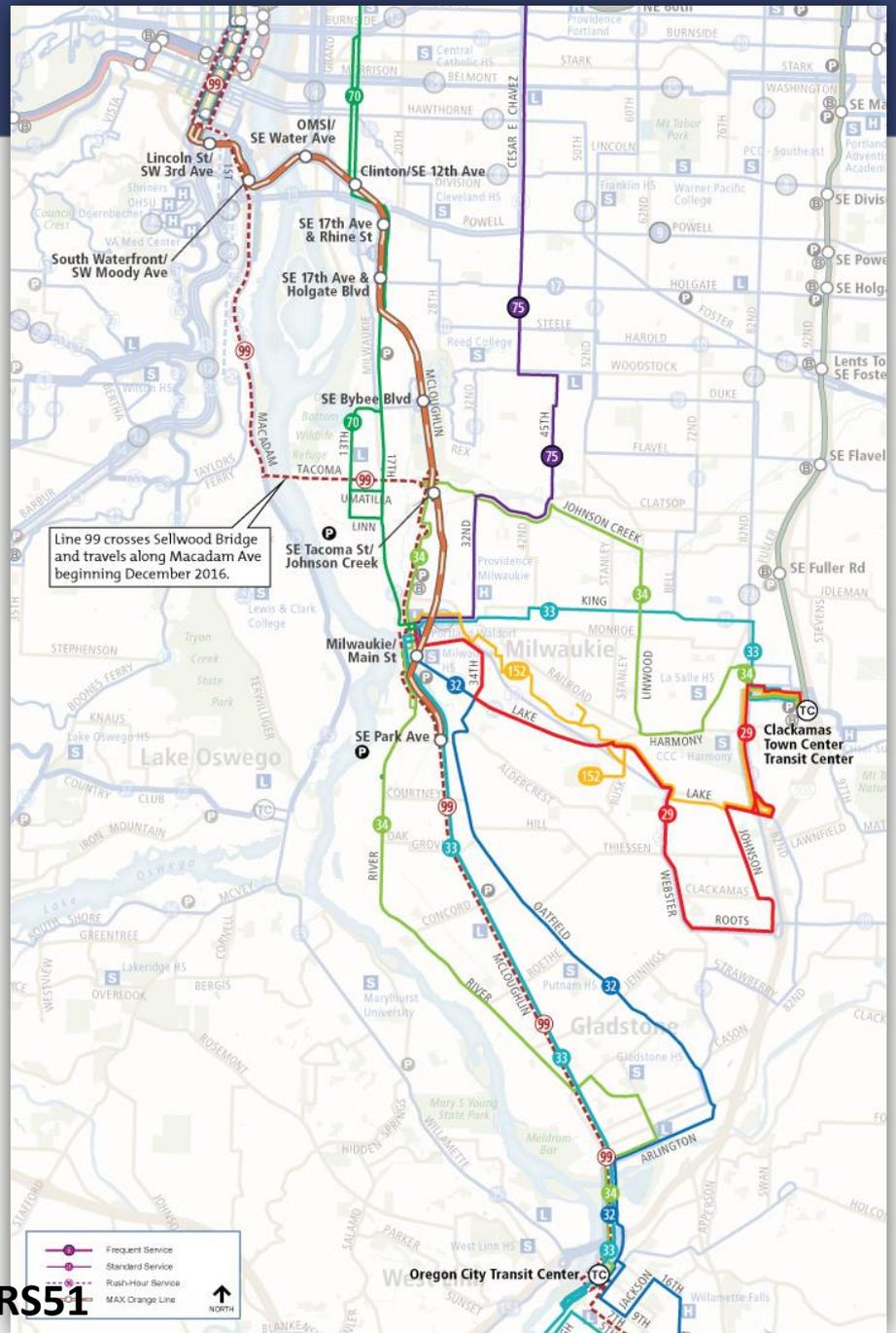




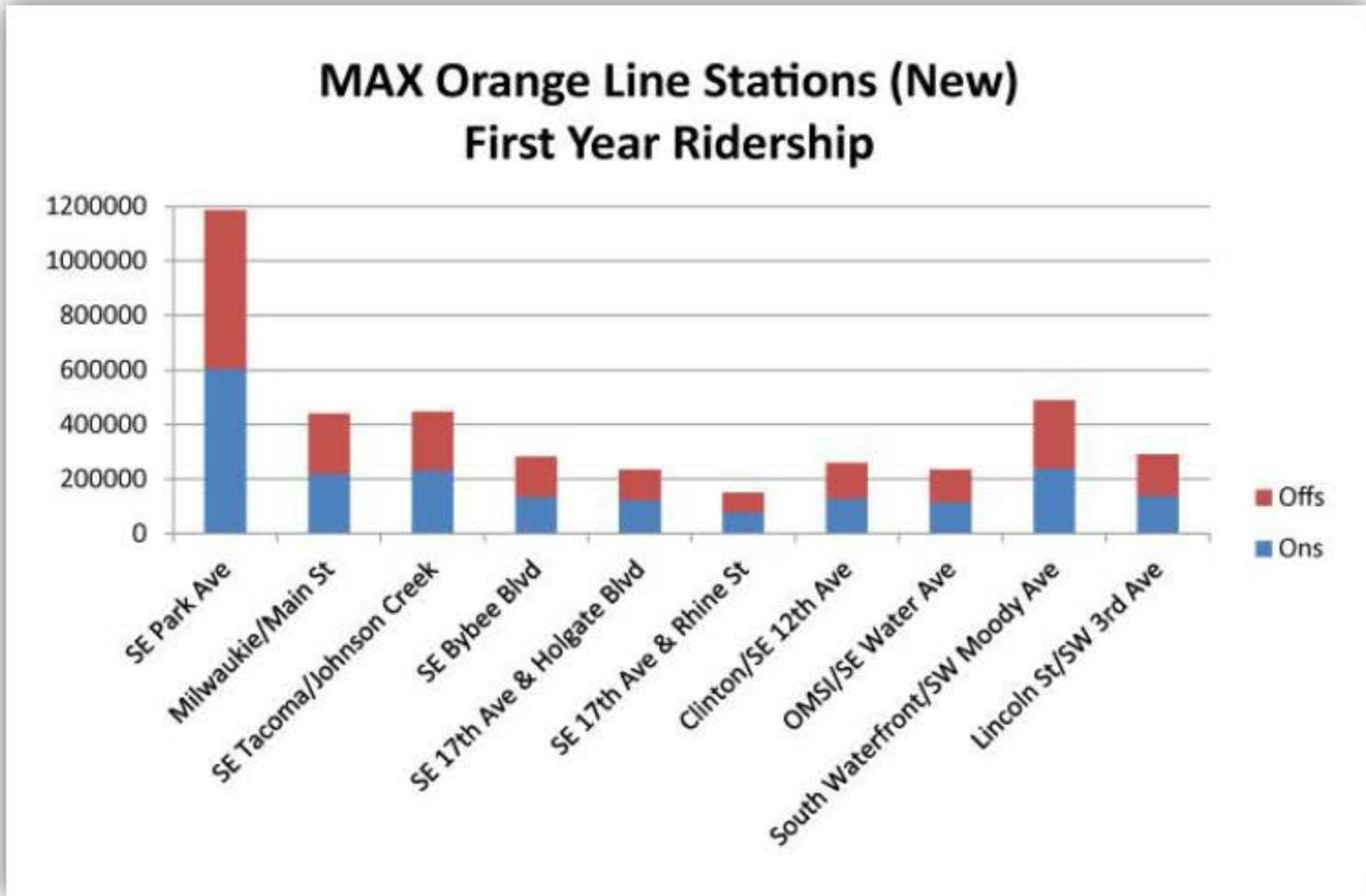
MAX Orange Line's First Year in Milwaukie

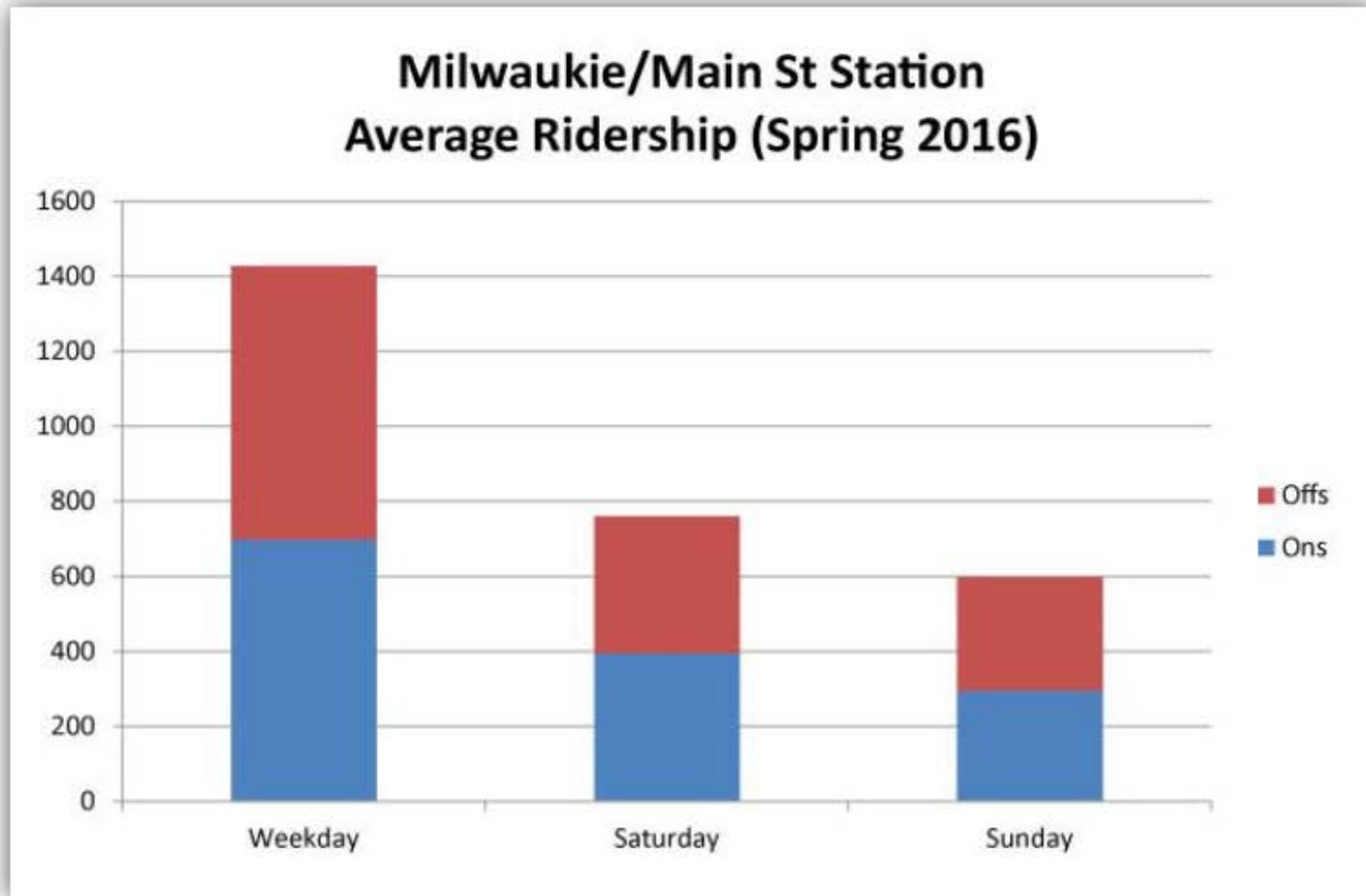
Milwaukie Transit Service

Fall 2016



RS51





Park & Rides

- SE Park Ave
- Milwaukie-Portland Elks Lodge
- SE Tacoma St/Johnson Creek
- Milwaukie at Main and Milport

Safety

- Outreach to Milwaukie students prior to opening
- Safety curricula available
- Fine-tuning of swing gates
- Shortening wait times at SE 21st, Adams and Washington crossing

Maintenance agreement

Will specify parties responsible for

- Landscaping
- Signs and fences
- Signal equipment and poles
- Sidewalks and retaining walls



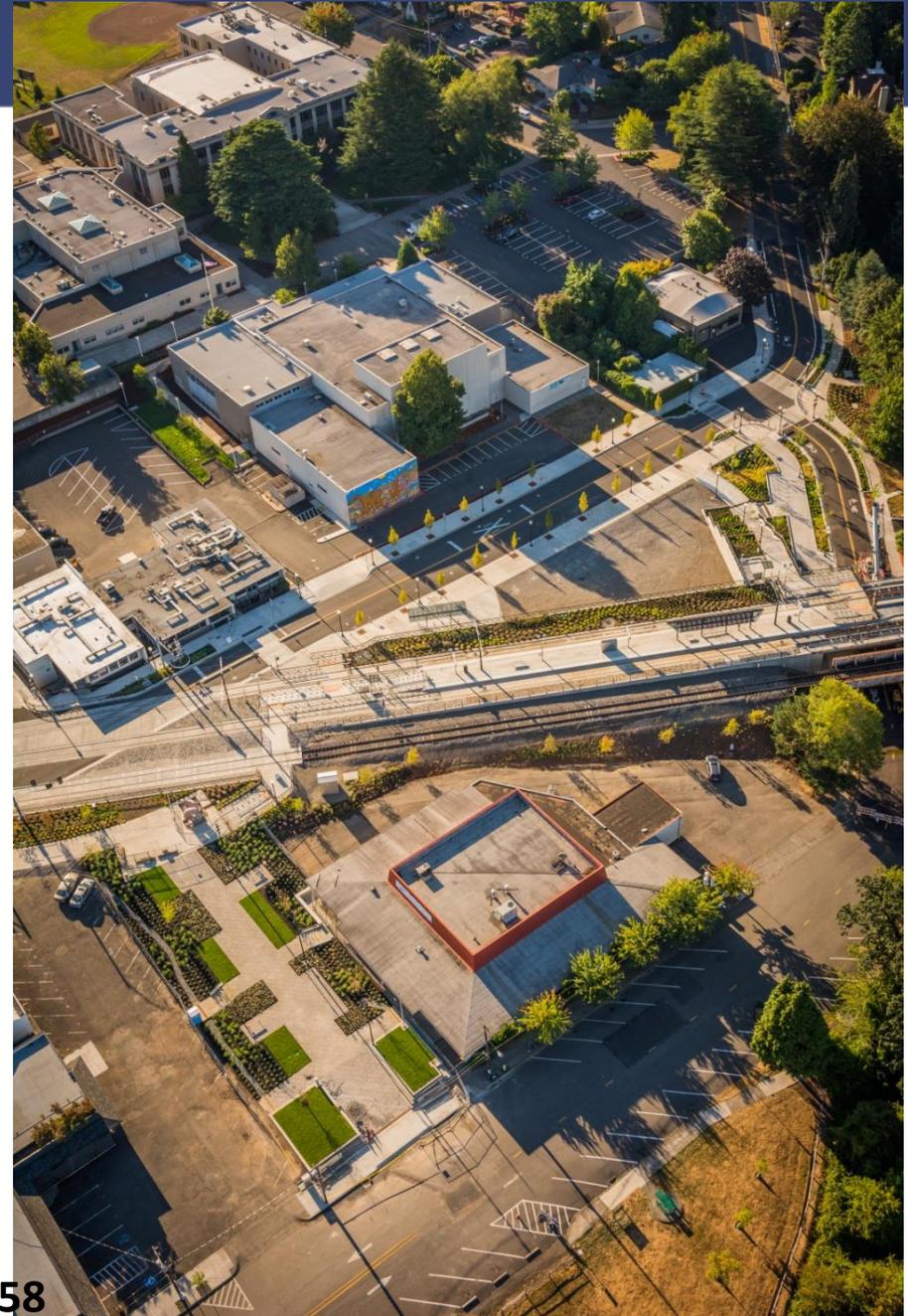
Additional shelter



- Adds a second shelter to Milwaukie/Main St platform
- Identical amenities
- CCTV
- Transit Tracker displays
- Artwork on columns

Properties

- Triangle Site
- Trolley Trail adjacent



Keep Catching the Orange!

TriMet continues to promote Orange Line destinations

- Downtown Milwaukie
- Milwaukie Farmers Market
- 2016 Sunday Parkways

D  **WNT**  **OWN**
MILWAUKIE

DINING | RIVERFRONT PARK | BOWLING | MORE

Catch the .
catchtheorange.com



Thank you!
RS60



Memorandum

To: Bill Monahan

From: Chief Bartol

Date: 09-16-16

Re: One year look back at Orange Line Data

As you are aware, one of the biggest concerns voiced about the opening of the Orange Line was the fear of increased crime. In preparation for the opening, the Milwaukie Police Department worked closely with the Clackamas County Sheriff's Office and TriMet's Transit Police to establish a proactive presence along the line with the hope of preventing crime from occurring. Especially in the first six months, a great deal of resources were utilized at stop locations along the line, and in particular at the terminus located at Park St.

Attached you will find a report generated by the TriMet Police comparing and contrasting crime statistics before and six months after the opening of light rail (*one year statistics not yet available*). The report does a good job of outlining the methodology and the results. The report highlights that overall, the majority of incidents that occurred at Orange Line Max stops were the result of proactive activities by Transit Police and their law enforcement partners. Only a small percentage of the incidents were the result of dispatched calls and consisted of relatively minor offenses.

As you are also aware, one of the specific things that Milwaukie Police did was to dedicate a half time Downtown Community Policing Officer. This officer was assigned an old school foot beat with the mission to liaison with the downtown business owners, residents, and other citizens utilizing the downtown core to address livability and crime related issues. This effort was very well received. Officer Cloyes (also known as "Downtown Dan,") has done a great job of developing strategies and relationships within the downtown community. I believe instituting this position had a significant impact on setting the tone and reducing the fear of crime in the downtown core.

In summary, the fear of increased crime appears to not have come to fruition. That being said, we will continue to remain vigilant and work to provide a safe and livable downtown Milwaukie.



MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 6. B.**
Meeting Date: **Oct. 4, 2016**

To: Mayor and City Council
Through: Bill Monahan, City Manager
Subject: **Kronberg Multi-Use Trail
Intergovernmental Agreement**
From: Charles Eaton, Engineering Director
Date: September 21, 2016

ACTION REQUESTED

Adopt a resolution authorizing the Mayor to sign an intergovernmental agreement with the Oregon Department of Transportation to receive Connect Oregon VI funds for the design and construction of the Kronberg Park Multi-Use Trail.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

City Council adopted Ordinance 2107, amending the Comprehensive Plan, Land Use Map and ancillary documents for the Kronberg Park Master Plan on October 20, 2015. City Council discussed potential grant funding options for several projects at the November 3, 2015 work session and directed staff to pursue funding for the Kronberg Park Multi-Use Trail through the Connect Oregon VI program. Staff submitted an application and was awarded the grant at the Oregon Transportation Commission meeting of August 19, 2016.

BACKGROUND

The Robert Kronberg Nature Park Master Plan is comprised of four key components. First was the construction of a bridge across Kellogg Lake to provide for a connection to downtown Milwaukie, the new Orange Line Max station and the bicycle and pedestrian network of the City of Milwaukie. This phase was completed in November of 2015. The second phase is the construction of a multi-use trail connecting the bridge on the south end to the crossing of highway 99E at River Road and the regional Trolley Trail on the north end. The third phase would construct additional improvements to the park establishing soft surface paths and experiential nodes within the park. The fourth phase is habitat preservation and the restoration of the park and is being done independently and/or with the other phases with some of the work completed.

Staff submitted phase 2 for funding through the Connect Oregon VI program in November of 2016 with the City receiving the award of the grant in August of 2016. A stipulation of the grant is that an intergovernmental agreement be executed within 180 days of award of the grant. The intergovernmental agreement must be executed in order for the City to be reimbursed for any work done on the project.

The work involves both extensive engineering and land use permitting prior to construction which may require a significant amount of time. The schedule submitted with the grant application indicated the following milestones: planning application by March 31, 2017; all permits received by July 31; 2017; Final Plans by August 31, 2017; contract award by October 31, 2017; and project completion by September 30, 2018. Staff understands the council's desire to expedite this schedule for project completion by the end of 2017. To expedite the schedule approval of the resolution and IGA is required to allow the project to begin.

Staff recommends the adoption of the resolution authorizing the Mayor to sign an intergovernmental agreement with the Oregon Department of Transportation to receive Connect Oregon VI funds for the design and construction of the Kronberg Park Multi-Use Trail.

CONCURRENCE

Finance and Planning concur with this request

FISCAL IMPACTS

The grant has a 30% match requirement. This will be accomplished with a combination of staff time and cash match. The cash match requires the identification and commitment of transportation funds. These funds are anticipated to be from the proposed SAFE charge, without those funds the funds would come from State Gas Tax Capital Reserve, which may delay other transportation projects, or General Fund Reserves. The SAFE funds are also forecasted to fund an additional FTE within engineering. Both the transfer for match or additional capital outlay and the FTE will require a supplemental budget.

WORK LOAD IMPACTS

The grant project schedule was developed to accommodate existing staffing and project load. To accelerate the project schedule would require an additional FTE or contracted consulting services, both of which would be covered by the grant but would require additional matching funds. This is anticipated to be accommodated by the new SAFE charge. Without the SAFE charge the FTE would be a limited duration full-time employee needed to accommodate an expedited schedule.

ALTERNATIVES

1. Postpone adoption till the SAFE program is resolved.
2. Do not adopt the resolution.

ATTACHMENTS

1. Resolution



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILWAUKIE AND THE OREGON DEPARTMENT OF TRANSPORTATION FOR THE KRONBERG PARK MULTI-USE TRAIL.

WHEREAS, THE City of Milwaukie has identified the desire to improve pedestrian and bicycle accessibility throughout the City; and

WHEREAS, the identified pedestrian and bicycle improvements meet Connect Oregon VI funding requirements; and

WHEREAS, the City Council authorized staff to submit an application for funding of the Kronberg Park Multi-Use Trail; and

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie authorizes the Mayor to sign an intergovernmental agreement with the Oregon Department of Transportation to accept Connect Oregon VI funds for the Kronberg Park Multi-Use Trail project.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney



MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 6. C.**
Meeting Date: **Oct. 4, 2016**

To: Mayor and City Council
Through: Bill Monahan, City Manager
Subject: **Dedication of Wichita Park Site as Park Land**
From: Bill Monahan
Date: September 22, 2016

ACTION REQUESTED

The City Council is asked to designate the Wichita Park site as land to be dedicated to park use only.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

May 27, 2014 - The Planning commission approved CSU - 13-12, the establishment of Wichita Park as an official community service use to be developed following conditions of approval.

January 19, 1999 – The City Council passed Ordinance No. 1851 amending the Comprehensive Plan by adopting the Wichita Park Master Plan.

November 5, 1991 – The City Council identified the former Wichita Water District facility on Monroe Street, owned by the City, to be developed as a neighborhood park.

January 5, 1987 – The Wichita Water District transferred the property to the City by quitclaim deed with no conditions attached.

BACKGROUND

In 1987, the Wichita Water District transferred property on Monroe Street to the City by quitclaim deed with no conditions attached. By 1991, the City had identified the property as a suitable site for a neighborhood park. In 1999, the City Council amended the Comprehensive Plan by adopting the Wichita Park Master Plan. In 2014, in preparation of the future park, the City applied for a development approval and the updated Wichita Park concept plan was adopted in that approval process. The property has been maintained by the North Clackamas Parks and Recreation District under agreement with the City.

Recently, the Linwood Neighborhood District Association has learned that its application for funding to develop the park is close to final approval. As a condition of grant award, the City will be asked to certify that the site has been dedicated to exclusive use for parks purposes. City staff has researched records and has not discovered any documents that show that an official action of City Council has taken place designating the parcel for exclusive park use.

Staff has prepared a resolution for City Council consideration to designate the .95 acre site at 5908 SE Monroe Street, known as the Wichita Park Site, as dedicated for exclusive park use. The dedication is consistent with the intent of Ordinance No. 1851 that adopted the Wichita Park

Master Plan. Upon receipt of grant funds, the park will be developed in accordance with the plan.

CONCURRENCE

NCPRD and the Sustainability Director concur with this requested action.

FISCAL IMPACTS

None.

WORK LOAD IMPACTS

The City of Milwaukie will co-sign the Land and Water Conservation Grant contract with NCPRD; The City of Milwaukie as the landowner and NCPRD as the grant administrator.

ALTERNATIVES

Take no action and submit the documentation referred to in the History of Prior Actions and Discussions portion of this report taking the risk that the grantor of development funds may determine that the City is not eligible to receive fund awards.

ATTACHMENTS

1. Ordinance No. 1851
2. Resolution

ORDINANCE NO. 1851

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING THE CITY OF MILWAUKIE COMPREHENSIVE PLAN BY ADOPTING THE WICHITA PARK MASTER PLAN AS AN ANCILLARY DOCUMENT AND CHANGING MAP #7 TO REDESIGNATE THE WICHITA PARK SITE FROM MEDIUM DENSITY RESIDENTIAL (MD) TO PUBLIC (P). (CPA-98-04)

WHEREAS, the City of Milwaukie desires to review, amend and revise its Comprehensive Plan on a regular basis; and

WHEREAS, review of the Wichita Park has been coordinated with the Linwood Neighborhood Association and the North Clackamas Parks and Recreation and affected agencies; and

WHEREAS, the Planning Commission has reviewed the request to adopt the Wichita Park Master Plan and amend Map #7 (CSO-98-06) as set forth in Exhibits 1 and 2 respectively, at a duly advertised Public Hearing on, December 8, 1998; and recommending adoption of the Wichita Park Master Plan; and

WHEREAS, the proposed Comprehensive Plan and Map amendments were referred to the Department of Land Conservation and Development and other interested agencies on August 3, 1998; and

WHEREAS, the City Council held a duly advertised Public Hearing on January 19, 1999.

NOW, THEREFORE, THE CITY OF MILWAUKIE DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings. Finds of fact in support of this proposed amendment are as follows:

A. The City of Milwaukie owns the property where the park is to be developed.

B. Policy 7 of Objective 1 requires all Plan amendments to be evaluated based on the following criteria:

1. Conformance with the Comprehensive Plan, its goals, policies, and spirit.

The document proposed for adoption is consistent with the goals and policies of the Comprehensive Plan Chapter 4 – Recreational Needs Element. Specifically the proposed amendment is consistent with Objectives 3, 5, and 6 which calls for

intergovernmental cooperation; the provision of a system of neighborhood and community parks; and maximizing the use of existing parks, and is not inconsistent with any other goal or policy.

Wichita Park is classified as a Neighborhood Park, which serves the recreational needs of the residents of the Linwood Neighborhood. In 1990, the City of Milwaukie developed a Master Plan for parks within its jurisdiction. The proposed plan is consistent with the citywide plan. Improvements will be designed to accommodate the needs of the very young (1 to 6 years old), the handicapped and the elderly.

2. Public need for the change.

The current Comprehensive Plan does not contain a plan for Wichita Park. The adoption of the Wichita Park Master Plan as a Community Service Overlay (CSO) on November 10, 1998, provided specific direction for the Wichita Park development, as well as the protection and enhancement of the space as “public” (P) open space. Changing the land use designation from Medium Density Residential (MD) to Public (P) will ensure the future continued use of this site as public open space, and meets a public need for park development.

3. Public need is best satisfied by this particular change.

The Wichita Park Master Plan provides a comprehensive approach to balancing the need for recreational uses by the neighborhood, and the need to protect the open space. The public need is best served by providing the recreational amenities that are proposed for the site.

4. The change will not adversely affect the health, safety, and welfare of the community.

The Wichita Park Master Plan will protect the health, safety, and welfare of the community by identifying actions to preserve, protect and enhance the natural habitat within the park while providing open space for the neighborhood.

5. The change is in conformance with applicable Statewide Planning Goals.

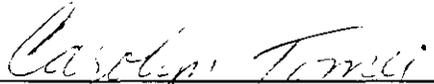
The Wichita Park Master Plan is in conformance with Statewide Planning Goal 5- Open Spaces, Scenic and Historic Areas, and Natural Resources – by providing direction for conserving and protecting natural areas and resources and is not inconsistent with other goals.

Section 2. Comprehensive Plan Ancillary Document. The Wichita Park Master Plan (Exhibit 1) is adopted as an ancillary document to the Comprehensive Plan.

Section 3. Comprehensive Plan Map Changes. The change to Map #7 of the Comprehensive Plan is amended to show the Wichita Park site Land Use as Public (P) as shown in Exhibit 2.

Read the first time on January 19, 1999 and moved to second reading by unanimous vote of City Council.

Read the second time and adopted by the City Council on January 19, 1999.



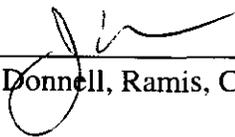
Carolyn Tomei, Mayor

ATTEST:



Pat DuVal, City Recorder

Approved as to form:



O'Donnell, Ramis, Crew, Corrigan & Bachrach

Comprehensive Plan
Ancillary Document



Wichita Park Master Plan

Adopted January 19, 1999—Ord. 1851

**COMMUNITY SERVICE OVERLAY
WICHITA PARK****A. Describe Proposal**

At the request of the City of Milwaukie City Council, the North Clackamas Parks and Recreation District proposes to create a master plan for improvements to Wichita Park. The City of Milwaukie in the 1997-98 fiscal year made this request.

Existing Conditions:

The site in its existing condition has an open lawn area only. There are no other improvements to the site.

Planning Process for Improvements to the park:

In order to design improvements to the park, the Park District held two public meetings to gather citizen input. Our meetings were held in conjunction with the Linwood Neighborhood District Association (NDA).

The meetings were announced through the Linwood NDA, flyers were sent to citizens who live in the area around the park, public notices were listed in the Clackamas Review and The Oregonian, and a sign was posted at the site listing meeting information.

The first meeting's intent was to gather information. The citizens were asked to provide input regarding the improvements they would like to see at the park. At the second meeting staff presented two designs for the citizens to comment on, ask questions, and make recommendations. Of the sketches shown, one was chosen as the recommended design for the improvements to the park. That sketch is attached with this application.

The following is an itemization of the improvements to be made at Wichita Park. We anticipate that the improvements will cost approximately \$100,000.00.

Proposed Improvements to Wichita Park:

- Construction of sidewalk on Monroe St.
- Concrete walkway within the park.
- Play structure that incorporates a tot lot and an area for older children (elementary school ages).
- Half-court basketball court.
- Drinking fountain.
- Automatic irrigation system.
- Bike racks.

- Picnic tables and benches.
- Soft surface path around perimeter of park.
- New trees.
- Planting of vegetation on eastern end of park.
- Open turf area in northern portion of site.

Parking spaces will not be provided (and currently do not exist). This park falls within the "neighborhood park" category according to national standards. Because of its size, (less than an acre) it is a walk-to park primarily used by neighbors within a $\frac{1}{4}$ to $\frac{1}{2}$ mile radius. Neighborhood parks are intended to encourage walk-to use and are not designed to attract users from other parts of the city or parks district.

B. Address Approval Criteria

- *Comprehensive Plan Goals and Policies:*

Recreational Needs Element

Goal Statement: To provide for the recreational needs of present and future City residents by maximizing the use of existing public facilities, encouraging the development of private recreational facilities, and preserving the opportunity for future public recreational use of vacant private lands.

The North Clackamas Parks and Recreation District is providing for the needs of the present and future City residents by maximizing the use of Wichita Park. The park was identified by the Milwaukie City Council as a site to master plan in the 1997-98 fiscal year. Through meetings with the Linwood Neighborhood District Association and the neighbors who have an interest in Wichita Park, a master plan was developed to maximize the space available in the park. Amenities to be included in the park are: a play structure, a half-court basketball court, soft surface path, concrete sidewalks, picnic tables and benches.

Objective #1 - Park Classifications

Wichita Park is classified as a Neighborhood Park and is located in the Linwood neighborhood. The park is located within approximately one mile of Seth Lewelling Elementary School and provides short duration activities (play, leisure time, and walking). The size of Wichita Park is .95 acre.

Objective #2 - Parks and Recreation Master Plan

1. A parks and recreation master plan was created in 1990 for each sub-area in the City of Milwaukie. The Parks and Recreation District uses the master plan as a guide to acquire and develop parks in the City of Milwaukie.
2. Not applicable.
3. Neighborhood groups have the opportunity to evaluate the adequacy of the recreational facility (Wichita Park) as a part of the total evaluation of neighborhood needs and priorities. The Milwaukie City Council identified Wichita Park as a site to master plan in the 1997-98 fiscal year. The Linwood Neighborhood District Association, the Parks and Recreation Board, and local neighbors have been given the opportunity through public master planning meetings to offer their suggestions and concerns regarding the master plan of Wichita Park. These groups played a vital role in creating the

master plan. A work session will also be held with the Milwaukie City Council to receive their input.

4. Not applicable.

Objective #3 - Intergovernmental Cooperation

The North Clackamas Parks and Recreation District and the City of Milwaukie are two governmental agencies that have formed a partnership towards providing parks and recreation for the City of Milwaukie. The City of Milwaukie owns the existing parks in the City and the Parks District operates and maintains these parks.

Objective #4 - Private Recreation Opportunities

Not applicable.

Objective #5 - Neighborhood and Community Parks

1. Wichita Park is located on Monroe St. in between Stanley and Linwood avenues.

2. Wichita Park will serve the recreational needs of the residents of the Linwood neighborhood. Wichita Park will not contain large, highly structured facilities that will attract users from outside the neighborhood. The structures on the site will be designed to accommodate the needs of the neighborhood. Walking paths, a play structure, and a basketball area were requested by the neighbors to provide a place for their children to play.

3. Not applicable.

4. Not applicable.

Objective #6 - Maximization of Existing Parks

Improvements to Wichita Park will maximize the existing use of the facility through the construction of a play structure, hard and soft surface paths and a half-court basketball court. The park will be designed consistent with its natural features and carrying capacity. The design of the park is intended to maximize the use of the space available. There is a balance between active play areas and passive open turf areas, picnicking areas and walking paths.

—Policy #1. The master plan of Wichita Park proposes to improve access to the park by constructing a sidewalk in front of the site and constructing a path from the entrance of the park to the amenities within the site.

Objective #7 - Riverfront Recreation

Not applicable.

Neighborhood Element:
Neighborhood Area 5

Guidelines #1 - #4 - Not applicable.

Guideline #5 - Recreation

The North Clackamas Parks and Recreation District is providing increased recreational opportunities by implementing the recommendation of the Milwaukie City Council to master plan Wichita Park in the 1997-98 fiscal year.

Guideline #6, #7 - Not applicable.

City Growth Element:
Objective #7 - Extension of Services

To enable the City to maintain and extend adequate service levels as city growth occurs.

The City will participate and cooperate with the county and affected service districts in planning for and providing the delivery of the full range of urban services.

The North Clackamas Parks and Recreation District operates and maintains the City of Milwaukie parks. The Milwaukie City Council serves as a Neighborhood Parks Advisory Board to the Parks District. A member of the Milwaukie City Council serves on the North Clackamas Parks and Recreation District Advisory Board. The North Clackamas Parks and Recreation District staff attends the Milwaukie Parks and Recreation Board's monthly meeting in order to ensure cooperation and continual communication regarding parks needs in the City of Milwaukie.

• **Zoning Ordinance Sections**

1. Section 302 - Residential Zone R-7

302.1 Outright uses permitted

Wichita Park is a community use permitted through the Community Service Overlay process.

302.2 Conditional use permitted
Not applicable.

302.3. Standards

A. Lot size: .95 acre (41,382 square feet).

B. Front yard: (north side of site) No structure is located within 20 feet of property line.

C. Side yard: (east and west sides of site) No structure is located within five or ten feet on either the east or west side yard.

D. Rear yard: (south side of site) No structure is located within 20 feet of the property line.

E. Yard abutting major street: Not applicable.

F. Off-street parking and loading: No off-street parking will be provided as this is a neighborhood park that is intended to be walked to by the neighborhood.

G. Height restriction: play structure (not a building) will not exceed 2.5 stories or 35 feet, whichever is less.

H. Lot coverage: play structure will not cover more than 30 percent of the total area of the lot.

I. Minimum vegetation: This site is a park and a prominent feature of the park will be vegetation. (At least 30 percent of the site will be vegetation.)

J. Access requirement: This lot abuts one public street.

2. Section 321.4 - Authority to grant or deny a community service use

A.1 The requirements of the underlying zone are met
See section 302 above.

A.2 Specific standards for the uses found in subsections 321.7 - 231.10 are met

321.7 Specific standards for schools
A-J Not applicable.

321.8 Specific standards for nursing or convalescent homes

A-J Not applicable.

321.9 Specific standards for churches, convent, related facility

A-E Not applicable.

321.10 Specific standards for institutions: public/private and other facilities not covered by other standards

A. Not applicable.

B. Access is to a local residential street. Vehicular trips are not anticipated at this site as it is walk-to in nature, designed to meet the needs of neighbors that live within a ¼ to ½ mile radius of the site.

C. Not applicable.

D. Not applicable.

E. Not applicable.

F. There is no lighting proposed at this park.

G. The hours of operation will be one half-hour after sunrise to one half-hour after sunset.

A3. The hours and levels of operation of the proposed use can be adjusted to be reasonably compatible with surrounding uses. For solid waste facilities, this shall mean:

a. - h. Not applicable.



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, DESIGNATING THE PARCEL OF LAND OWNED BY THE CITY OF MILWAUKIE AT 5908 SE MONROE STREET FOR EXCLUSIVE PARK USE, AS WICHITA PARK.

WHEREAS, on January 5, 1987, the Wichita Water District transferred the property at 5908 SE Monroe Street to the City by quitclaim deed with no conditions attached. ; and

WHEREAS, on November 5, 1991, the City Council identified the property at 5908 SE Monroe Street, owned by the City, to be developed as a neighborhood park; and

WHEREAS, on January 19, 1999, the City Council passed Ordinance No. 1851 amending the Comprehensive Plan by adopting the Wichita Park Master Plan; and

WHEREAS, on May 27, 2014 The Planning commission approved CSU - 13-12, the establishment of Wichita Park as an official community service use to be developed following conditions of approval.

WHEREAS, the City desires to develop the land according to the master plan after dedicating the land for exclusive park use.

Now, Therefore, be it Resolved that the land identified as 5908 SE Monroe Street is dedicated for exclusive park use.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney