



Regular Session

RS

Milwaukie City Council

COUNCIL REGULAR SESSION

Zoom Video Conference
www.milwaukieoregon.gov

2334th Meeting

AGENDA

APRIL 20, 2021

Video Meeting: Council will hold this meeting through video conference. The public may watch live on the [city's YouTube channel](#), Comcast Cable channel 30 in city limits, or by joining the Zoom webinar. **Written comments** may be submitted by email to ocr@milwaukieoregon.gov. Council will take verbal comments. **For Zoom webinar login information** visit <https://www.milwaukieoregon.gov/citycouncil/city-council-regular-session-298>.

Note: agenda item times are estimates and are subject to change.

Page #

1. **CALL TO ORDER (6:00 p.m.)**
 - A. **Pledge of Allegiance**
 - B. **Native Lands Acknowledgment**
2. **ANNOUNCEMENTS (6:01 p.m.)**
3. **PROCLAMATIONS AND AWARDS**
 - A. **Milwaukie High School (MHS) Outstanding Student - Award (6:05 p.m.)**
Presenters: Carmen Gelman, MHS Principal
 - B. **MHS Update - Report (6:25 p.m.)**
Presenters: Carmen Gelman, MHS Principal
 - C. **2020 Volunteer of the Year Announcement - Award (6:35 p.m.)**
Staff: Jason Wachs, Community Engagement Coordinator
 - D. **Earth Day - Proclamation (6:45 p.m.)**
Staff: Natalie Rogers, Climate Action & Sustainability Coordinator
4. **SPECIAL REPORTS**
 - A. **Legislative Update with State Senator Kathleen Taylor and State Representative Karin Power - Discussion (7:00 p.m.)**

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5. **COMMUNITY COMMENTS (7:30 p.m.)**

To speak to Council, please submit a comment card to staff. Comments must be limited to city business topics that are not on the agenda. A topic may not be discussed if the topic record has been closed. All remarks should be directed to the whole Council. The presiding officer may refuse to recognize speakers, limit the time permitted for comments, and ask groups to select a spokesperson. **Comments may also be submitted in writing before the meeting, by mail, e-mail (to ocr@milwaukieoregon.gov), or in person to city staff.**

6. CONSENT AGENDA (7:35 p.m.)

Consent items are not discussed during the meeting; they are approved in one motion and any Council member may remove an item for separate consideration.

- | | |
|---|-----------|
| A. Approval of Council Meeting Minutes of: | 6 |
| 1. March 16, 2021, Work Session; and | |
| 2. March 16, 2021, Regular Session. | |
| B. Authorization of an Intergovernmental Agreement (IGA) with the | 14 |
| North Clackamas School District (NCSD) - Resolution | |
| C. Authorization of a Contract for the 2021 Slurry Seal Project - Resolution | 30 |

Schedule Note: Council will proceed to the public hearing item before the business item. The time estimates for each item below reflect this agenda order change.

8. PUBLIC HEARINGS

- | | |
|---|-----------|
| A. Title 18 Update - Ordinance (7:40 p.m.) | 51 |
| Staff: Brett Kelter, Associate Planner | |

7. BUSINESS ITEMS

- | | |
|---|-----------|
| A. Planning Commission Annual Update - Joint Session (8:00 p.m.) | 37 |
| Note: a majority of Council and Commission members may be present. | |
| Staff: Laura Weigel, Planning Manager | |

9. COUNCIL REPORTS (9:00 p.m.)

10. ADJOURNMENT (9:05 p.m.)

Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice

The city is committed to providing equal access to public meetings. To request listening and mobility assistance services contact the Office of the City Recorder at least 48 hours before the meeting by email at ocr@milwaukieoregon.gov or phone at 503-786-7502. To request Spanish language translation services email espanol@milwaukieoregon.gov at least 48 hours before the meeting. Staff will do their best to respond in a timely manner and to accommodate requests. Most Council meetings are broadcast live on the [city's YouTube channel](#) and Comcast Channel 30 in city limits.

Servicios de Accesibilidad para Reuniones y Aviso de la Ley de Estadounidenses con Discapacidades (ADA)

La ciudad se compromete a proporcionar igualdad de acceso para reuniones públicas. Para solicitar servicios de asistencia auditiva y de movilidad, favor de comunicarse a la Oficina del Registro de la Ciudad con un mínimo de 48 horas antes de la reunión por correo electrónico a ocr@milwaukieoregon.gov o llame al 503-786-7502. Para solicitar servicios de traducción al español, envíe un correo electrónico a espanol@milwaukieoregon.gov al menos 48 horas antes de la reunión. El personal hará todo lo posible para responder de manera oportuna y atender las solicitudes. La mayoría de las reuniones del Consejo de la Ciudad se transmiten en vivo en el [canal de YouTube de la ciudad](#) y el Canal 30 de Comcast dentro de los límites de la ciudad.

Executive Sessions

The City Council may meet in executive session pursuant to Oregon Revised Statute (ORS) 192.660(2); all discussions are confidential; news media representatives may attend but may not disclose any information discussed. Final decisions and actions may not be taken in executive sessions.



RS Agenda Item

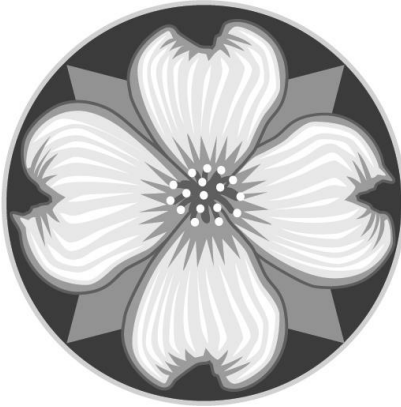
2

Announcements



Mayor's Announcements – Apr. 20, 2021

- **Engage for Earth Day through the Month of April**
 - Participate in a reading challenge, enter a drawing for free books, and share how you celebrate. Visit engage.milwaukieoregon.gov to participate!
- **Earth Day 2021 – Saturday, April 24 (10 AM – 12 PM)**
 - Virtual event featuring presentations and discussions
 - To register send an email to rsvp@milwaukieoregon.gov or call 503-786-7519
- **Earth Day Craft – Saturday, April 24 (9 AM – 5:30 PM)**
 - Celebrate Earth Day with a free grab & go activity bag for kids of all ages. Bags available outside the front door of the Ledding Library while supplies last.
- **Prescription Drug Drop Off and Document Shredding Event – Saturday, April 24 (10 AM – 2 PM)**
 - This event is drive-through only. Enter the Public Safety Building (3200 SE Harrison St.) parking lot from Railroad Ave. and exit onto Harrison St.
 - Community members are asked to wear face coverings during the exchange.
- **Porchfest Concert Series – Friday, May 7, 14, & 21 (6 – 8 PM)**
 - Hosted by the Arts Committee, community is invited to create music from their own homes, or walk/bike around to enjoy the sights and sounds!
 - For details about each event, including a map of performance locations, visit milwaukieporchfest.com.
- **LEARN MORE AT WWW.MILWAUKIEOREGON.GOV OR CALL 503-786-7555**



RS Agenda Item

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Proclamations & Awards

PROCLAMATION

WHEREAS, the People of this City, “The Dogwood City of the West”, are proud to reside amid the natural beauty of the Pacific Northwest and the State of Oregon, and all the trees, plants, waterways, and wildlife encompassed in this region that give character and life to the landscape; and

WHEREAS, the first Earth Day was proclaimed on April 22, 1970, and its annual observance has encouraged the conservation, protection and appreciation of our planet’s ecosystems and natural resources through environmental volunteerism and climate action; and

WHEREAS, the Milwaukie Community has embraced carbon and sustainability goals in the face of climate change, the most pressing threat for our planet; and

WHEREAS, the City of Milwaukie has formally adopted a Climate Action Plan, Urban Forest Management Plan, and Comprehensive Plan that include strategies and policies that will enable our city to conserve natural resources, promote a healthy urban forest, encourage sustainable behaviors, and improve community environmental resiliency; and

WHEREAS, the City of Milwaukie declared a climate emergency on January 21, 2020, and called for the acceleration of the climate goals established in the Climate Action Plan to address the urgency of the climate crisis and call on community members to take part in climate action in their own homes, businesses, and communities; and

WHEREAS, education, partnerships, and community actions for restoring and protecting our ecosystems, climate, and planet are promoted and honored by all Milwaukie residents, as is the shared desire for a resilient community, environmental justice and access to nature for all community members; and

WHEREAS, the City of Milwaukie proudly recognizes all who protect and preserve the environment and climate through participation in Earth Day activities by taking a proactive role in the protection of our community’s precious natural resources.

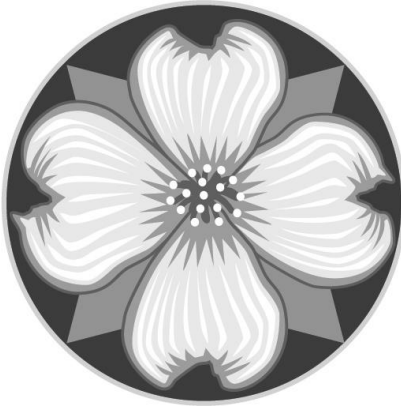
NOW, THEREFORE, I, Mark Gamba, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim April 22, 2021, Earth Day.

IN WITNESS, WHEREOF, and with the consent of the City Council of the City of Milwaukie, I have hereunto set my hand on this Twentieth day of April 2021.

ATTEST:

Mark Gamba, Mayor

Scott Stauffer, City Recorder



RS Agenda Item

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Consent Agenda

COUNCIL WORK SESSION

Zoom Video Conference
www.milwaukieoregon.gov

MINUTES

MARCH 16, 2021

Council Present: Council President Kathy Hyzy; Councilors Angel Falconer, Lisa Batey, Desi Nicodemus,
Mayor Mark Gamba

Staff Present:	Steve Adams, City Engineer	Ann Ober, City Manager
	Leila Aman, Community Development Director	Peter Passarelli, Public Works Director
	Kelly Brooks, Assistant City Manager	Natalie Rogers, Climate Action & Sustainability Coordinator
	Brenna Cruz, Events Coordinator	Scott Stauffer, City Recorder
	Jennifer Garbely, Assistant City Engineer	Alison Wicks, Development Project Manager
	Justin Gericke, City Attorney	

Mayor Mark Gamba called the meeting to order at 4:01 p.m.

1. Downtown Milwaukie Business Association (DMBA) – Report

Rory Dunnaback, DMBA President, thanked the city for supporting the business community during the COVID-19 pandemic. They commented on the need for increased pedestrian traffic and to fill open storefronts to help downtown thrive. It was noted that the DMBA had lost funding and was unable to put on First Friday events.

The group discussed the cost and logistics of when it would be safe to hold community gatherings and if events could be combined to highlight businesses. **Dunnaback** observed that despite packed crowds for First Friday events, the empty streets at all other times made it tough for businesses to survive.

Councilor Batey noted the Milwaukie Sunday Farmers Market should return as well as neighborhood summer concerts, which it was suggested could take place at the South Downtown Plaza to help drive traffic to downtown. **Wicks** reported that the city had extended the temporary use outdoor seating permits through November 2021 for spaces that could be used for events.

2. Capital Improvement Plan (CIP) Projects Update - Report

Garbely reported that the River Road and 22nd Avenue Safe Access for Everyone (SAFE) project should be completed ahead of schedule. **Councilor Batey** noted ongoing issues with River Roadhouse patrons parking in the bike lane and staff noted they would circle back on the issue.

Garbely provided an update on the Linwood Avenue SAFE project. **Adams** noted the Lake Road improvements project would begin soon and be done in phases, with an anticipated completion in October 2021.

Councilor Nicodemus asked if Linwood Elementary School started class early in the day and **Garbely** reported that city staff would be meeting with school officials to discuss bus and drop off logistics.

Adams and **Garbely** provided updates on the following CIP projects: Monroe Street Greenway; McBrod Avenue improvements; Meek Storm South Phase and North Phase; 43rd Avenue and 42nd Avenue SAFE project; Home/Wood/Edison SAFE and Street Surface Maintenance Program (SSMP) project; and 2021 wastewater improvements.

Garbely reported that the city had received the Small Project Award from the American Council of Engineering Companies (ACEC) for the Kronberg Park Multi-Use Walkway.

Passarelli provided an update on the Supervisory Control and Data Acquisition (SCADA) project and explained how the system managed the city's water utility. Staff expected the project to be completed in late summer 2021. **Passarelli** reported on the Well #2 project and the utility master plan updates.

Passarelli noted the city would also complete a slurry seal project this summer. **Councilor Batey** noted some roads were in worse conditions than anticipated and asked about the city's roadway assessment tools. **Passarelli** commented on the road maintenance process.

Adams played a video showcasing the Kronberg Park Multi-Use Walkway.

3. City Hall Blue Ribbon Committee (CHBRC) – Final Report

Wicks, Stauffer, and Donna Baten, CHBRC member, introduced themselves. **Wicks** reviewed the project timeline that concluded in 2023 when a new owner/tenant would take possession of the current city hall when the new city hall opens.

Wicks explained that the CHBRC had been a collaboration between the community and the city, and that Council would make final project decisions. **Stauffer** reviewed the makeup of the CHBRC, its purpose, and meeting schedule.

Wicks reviewed the results of the online City Hall Open House that had been held on the city's Engage Milwaukie website. **Stauffer** reviewed the CHBRC's work during their January and February meetings, which included a project goals prioritization exercise. **Wicks** presented the CHBRC's proposed goals for the use of the current city hall site.

Wicks explained types of transaction structures that the city could pursue through the request for proposals (RFP) process. The potential public benefits of the city hall site were noted. **Wicks** answered key questions from the community about the current city hall site, the historic deed restriction details, and upcoming community engagement work. **Wicks, Councilors Falconer and Batey** discussed the "Pickle Tree" located on the current city hall site and potential options for the city to continue using it for Christmas tree lighting events.

Baten discussed her experience serving on the CHBRC and expressed her appreciation for the process. **Council President Hyzy** noted that Baten had been appointed to the Milwaukie Redevelopment Commission (MRC) Community Advisory Committee (CAC). **Stauffer** thanked all CHBRC members for their volunteer service.

Councilor Batey, Wicks, and Mayor Gamba noted the importance of spreading the word about the city hall RFP process.

Council President Hyzy and Wicks discussed the maintenance costs if a tenant were to lease the building "as is," especially related to deferred maintenance projects. **Ober** confirmed the city had not funded any future improvements or repairs to the building.

Mayor Gamba asked if the CHBRC had placed any parameters to define what historic preservation meant for the site. **Baten** summarized CHBRC discussions and believed that historic preservation work would depend on how the site would be used. **Wicks** clarified that the CHBRC wanted at least the front façade to be preserved.

Wicks noted that the RFP scoring process was a work in progress and explained the plan to ask the community which of the goals are most important.

The group discussed the order of the CHBRC's proposed goals and **Stauffer** confirmed that the CHBRC's top goals were creating a destination and historic preservation.

Councilor Falconer noted the differences of opinion in what "historic preservation" meant and suggested tightening the recommendation to make it clearer. **Council President Hyzy** agreed and believed the language should be clear and intentional when presented on the Engage Milwaukie community outreach site.

Mayor Gamba discussed the importance of the RFP scoring process. **Councilor Batey** asked if an RFP was needed or if there were other processes the city could use. **Aman** and **Ober** noted the differences in a request for qualifications (RFQ) process and an RFP process. An RFP process was more in depth. An RFQ process could be more equitable because it used a lower barrier of entry for groups to submit proposals, and then negotiations would follow. **Aman** clarified that staff was proposing an RFQ process.

Ober discussed the CHBRC's work done to date and did not want the process to change the goals and undermine the CHBRC's work. **Mayor Gamba** and **Councilor Falconer** noted the values seemed set, it was more a question of which ones to choose and how they were defined.

The group thanked the CHBRC for their work.

4. Adjourn

Mayor Gamba adjourned the meeting at 5:41 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

COUNCIL REGULAR SESSION

Zoom Video Conference
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2332nd Meeting

MINUTES

MARCH 16, 2021

Council Present: Councilors Lisa Batey, Angel Falconer, Desi Nicodemus; Council President Kathy Hyzy; and Mayor Mark Gamba

Staff Present: Leila Aman, Community Development Director
Carla Bantz, Court Operations Supervisor
Beth Britell, Civil Engineer
Kelly Brooks, Assistant City Manager
Bonnie Dennis, Finance Director
Christina Fadenrecht, Housing & Econ. Dev. Asst.
Justin Gericke, City Attorney

Ann Ober, City Manager
Peter Passarelli, Public Works Director
Natalie Rogers, Climate Action & Sustainability Coord.
Scott Stauffer, City Recorder
Alison Wicks, Dev. Project Manager

Mayor Gamba called the meeting to order at 6:02 p.m.

1. CALL TO ORDER

A. Pledge of Allegiance.

B. Native Lands Acknowledgment.

2. ANNOUNCEMENTS

Mayor Gamba announced upcoming activities, including the Meals on Wheels' March for Meals campaign, a spring break scavenger hunt, and the city's Earth Day event.

3. PROCLAMATIONS AND AWARDS**A. Milwaukie High School (MHS) Outstanding Student – Award**

Carmen Gelman, MHS Principal, introduced Charity Miller and Council congratulated them on their academic and extra-curricular activities.

B. MHS Update – Report

Gelman reported on how the school has worked to support students through various programs and presented two videos: one documenting the transition from the old to the new MHS building and a second showing MHS student life scenes over the last year.

4. SPECIAL REPORTS

A. None Scheduled.

5. COMMUNITY COMMENTS

Mayor Gamba reviewed the public comment procedures. **Ober** reported that in follow-up to the March 2 comments, reports on public banking and neighborhood district association (NDA) funding had been scheduled for future Council meetings.

Michael Havlik, Deputy Executive Director at MultiFamily NW, commented on the complexity of the regional housing issue and urged Council to allow the city's housing emergency to expire considering state action in the last year.

6. CONSENT AGENDA

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

- A. Meeting Minutes of the February 9, 2021, City Council Study Session.
- B. Resolution 20-2021: A resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, authorizing an increase in the project authorization for the construction of the 2020 McBrod Avenue improvement project.
- C. Resolution 21-2021: A resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, approving the award of a contract for on-call construction inspection services to Dowl LLC and Murraysmith, Inc.
- D. Resolution 22-2021: A resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, approving the award of a contract for on-call material testing services to Professional Service Industries, Inc.

Motion passed with the following vote: Councilors Falconer, Batey, Nicodemus, and Hyzy and Mayor Gamba voting “aye.” [5:0]

7. BUSINESS ITEMS

A. Fossil Fuels Divestment – Resolution

Rogers reviewed changes to the letter and resolution requested by Council. **Councilor Batey** remarked that the city was asking the state to divest from fossil fuel associated companies within five years. **Rogers** reported that no city had previously proposed a timeline for the state to act.

It was moved by Councilor Falconer and seconded by Council President Hyzy to approve the resolution in support of divestment from fossil fuel industries for State of Oregon funds. Motion passed with the following vote: Councilors Falconer, Batey, Nicodemus, and Hyzy and Mayor Gamba voting “aye.” [5:0]

Resolution 23-2021:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, IN SUPPORT OF DIVESTMENT FROM FOSSIL FUEL INDUSTRIES FOR STATE OF OREGON FUNDS.

Mayor Gamba observed that the city had already taken steps to divest its funds from fossil fuel investments and had saved money in the process.

B. Sparrow Site Goals – Discussion

Wicks provided an update on the Sparrow Site development project, noting the site location, history, timeline, and community engagement work. A site access study had been conducted to assess current conditions and develop design concepts. The proposed development goals were presented, and minor changes were noted.

Mayor Gamba proposed an additional “whereas” clause to the resolution that would underscore the city’s intention of using the site to reduce the number of houseless students in the North Clackamas School District (NCSD).

Council President Hyzy asked if staff had new information about the site's street access issues. **Wicks** explained that the access study would address those issues and that Clackamas Fire District #1 would be part of the process to address access issues.

Councilor Batey asked why the project goals were being set now and not later in the process. **Aman** reported that it was staff's preference to set goals before the request for proposals (RFP) step. It was noted that Council could set the goals later. **Batey** did not feel strongly about adopting goals now or later. **Mayor Gamba** and **Councilor Falconer** supported whichever approach would get the project going. The group noted the recent winter storm had delayed community outreach for the project. **Aman** commented on the benefit of Council adopting goals before it declared the site to be surplus, which is part of the development process, and noted the goals could be amended later. **Council President Hyzy** expressed support for adopting the goals now.

Charles Bird, Milwaukie resident, suggested Council consider alternatives for how the site could be developed, in terms of the number of affordable housing units that could be built and how many Milwaukie residents wanted. **Bird** asked staff to provide a cost estimate and suggested Council think about whether placing affordable housing on a former industrial site was a good idea. **Councilor Falconer** remarked that the site was in a residential zone.

Stauffer reviewed the comments typed into the Zoom chat log, include Mayor Gamba's proposed "whereas" clause and audience questions that staff had typed responses to.

Aman confirmed the site was zoned for residential use, noted that the city had purchased the property with the intent of building affordable housing on the site, and suggested that project costs would be identified through upcoming process steps.

Council President Hyzy and **Aman** remarked on differences between the city owning land and working with a developer who would build affordable housing versus the city purchasing houses and acting as an affordable housing landlord.

Wicks noted an upcoming presentation on the city's updated housing code.

Stauffer read Zoom chat comments typed by Bird which suggested that the site had been used for industrial purposes and that project costs could be calculated at any time.

Aman asked for confirmation that Council wanted to adopt the goals at the next regular session. **Mayor Gamba** and **Councilor Batey** expressed support for adopting the goals at the next regular session and asked staff to report on their discussions with the neighborhood at that meeting. **Ober** observed that Council had visibly expressed support for adopting the goals at the next regular session.

Mayor Gamba asked for Council to confirm that the proposed "whereas" clause should be added to the resolution. **Councilors Falconer and Batey** expressed support for the clause and the group commented on the number of houseless students in the NCSD.

C. Renter Protection Measures – Discussion

Aman discussed the city's housing emergency and renter protection measures, noting when they had been adopted and renewed and what they allowed the city to do.

Aman discussed the adoption of Oregon Senate Bill (SB) 608, which established statewide renter and landlord protections, noting differences between the state's, Milwaukie's, and the City of Portland's renter protection measures. Council was asked to provide feedback on whether the city's housing emergency should be renewed.

Councilor Batey and **Aman** confirmed that the city's measures were more restrictive than the measures adopted by the state.

Council President Hyzy asked if unneighborly behavior could be grounds for eviction. **Aman** and **Gericke** reported that it could be grounds for evicting a tenant.

Councilor Batey asked if the reasons a landlord could evict a tenant noted in SB 608 applied regardless of how many units a landlord owned. **Aman** and **Gericke** confirmed that was their understanding. The group noted that city and state law required a landlord to provide a 90-day notice for no-cause evictions, though state law allowed for shorter notice periods in specific circumstances.

Councilor Nicodemus asked whether most no-cause evictions involved single or multi-family units. **Gericke** was unsure and suggested a housing expert might know.

Councilor Nicodemus asked why realtor groups opposed such housing laws. **Gericke** suggested that such laws could impact a homebuyers' financing timeline. The group noted that houses in Milwaukie do not stay on the market very long and it was in the landlords' interest to give notice of a no-cause eviction as soon as they intended to sell.

Mayor Gamba remarked that the city's protection measures had helped tenants and that there were groups that would have the data Councilor Nicodemus asked about. **Aman** reported that the city had not heard directly from tenants if the city's measures had helped and suggested that realtors and landlords were concerned about navigating different rules in different cities. The group noted that Milwaukie's stricter housing measure would take precedence over the state's less strict rules.

Councilor Batey asked if the city knew how many Milwaukie landlords owned property outside the city. The group noted that the city had no such data and that one person could own multiple properties in different areas through different corporations.

Councilor Batey and **Aman** noted housing bills the state legislature was considering.

Councilor Nicodemus knew of families who were being evicted and had not known about the protection measures. **Aman** suggested that if the city measures were made permanent staff would develop an outreach plan to make sure tenants were aware of the measures. The group noted that only Milwaukie and Portland had renter protection measures that were stricter than state law and groups like the Community Alliance of Tenants (CAT) knew of the cities' rules. Council expressed support for staff working to spread the word about the protection measures through community partners like the NCSD Board, the Wichita Center, and the Housing Authority of Clackamas County.

Aman understood that Council wanted staff to prepare an ordinance to make the renter protection measures permanent. **Gericke** remarked on the timeline for adopting a permanent ordinance. It was noted that Council supported making the measures permanent.

Aman asked if Council was comfortable letting the housing emergency expire. The group commented that the best approach would be for the current ordinances to be allowed to expire and to adopt a new ordinance to make the measures permanent.

Mayor Gamba expressed support for letting the emergency expire. **Councilor Falconer** remarked that the housing crisis had not gone away and was less supportive of letting the emergency expire. The group discussed whether Council should let the emergency expire and **Ober** suggested a renewed housing emergency resolution should be a policy statement and not tied to a specific housing market data point.

Aman summarized that staff would bring a modified housing emergency resolution and an ordinance to make the renter protection measures permanent to a Council meeting in May or June.

8. PUBLIC HEARING

A. None Scheduled.

9. COUNCIL REPORTS

Mayor Gamba reported that he had given testimony to the state legislature regarding a bill that would change system development charge (SDC) fees.

10. ADJOURNMENT

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

Mayor Gamba adjourned the meeting at 8:18 p.m.

Respectfully submitted,

Scott Stauffer, City Recorder

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Apr. 6, 2021

Reviewed: Luke Strait, Chief of Police, and
Justin Gericke, City Attorney

From: Kelly Brooks, Assistant City Manager

Subject: **School Resource Officer Agreement with the North Clackamas School District**

ACTION REQUESTED

Council is asked to authorize the city manager to sign an intergovernmental agreement (IGA) with the North Clackamas School District (NCSD) regarding the city's participation in the district's school resource officer (SRO) program.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Since 1995 the city has dedicated a Milwaukie Police Department (MPD) officer to the SRO program at Milwaukie High School (MHS). No formal contract for the program has been in place during this period.

ANALYSIS

NCSD is in the process of engaging with students, families, and staff about the purpose and structure of the SRO program. As part of its efforts to standardize services and clarify roles and expectations within the program, the district is entering into formal agreements with all SRO providers.

Specifically, the proposed IGA outlines:

- The role of an SRO.
- The rights and responsibilities of the district.
- SRO training requirements (does not replace city training requirements).
- Schedule and communication expectations.
- Scope of work duties for the SRO.
- The rights and responsibilities of the city.
- Applicable district policies.
- Payment for services.

The proposed IGA (attached) was drafted during a time of intense national discussion about the role of SRO programs. While we do not know the final outcome of those discussions at the regional or statewide level, staff sees value in formalizing the scope and duties of an SRO for however long, and in whatever form, the program continues. Section B of the IGA references compliance with applicable laws. Should legislation pass that directly pertains to the SRO program, the parties to the agreement will work to remain in compliance.

City leadership has found the SRO program to be highly beneficial in developing a productive relationship between MHS and the MPD. Ongoing involvement in the program by a dedicated

officer allows them to know the students and provide customized services to help meet individual needs.

BUDGET IMPACT

The proposed agreement would result in annual cost for the city of up to \$148,000 to support the city's role in the SRO program.

CLIMATE & WORKLOAD IMPACT

None.

COORDINATION, CONCURRENCE, OR DISSENT

The city manager's office worked with NCSD staff, and city finance and police department staff, and the city attorney to develop of the proposed IGA.

STAFF RECOMMENDATION

Staff recommends that Council approve the IGA.

ALTERNATIVES

Council could choose not to approve the agreement. Declining to adopt the IGA would result in the discontinuation of Milwaukie's participation in the SRO program.

ATTACHMENTS

1. IGA
2. Resolution

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF MILWAUKIE
AND THE NORTH CLACKAMAS SCHOOL DISTRICT**

THIS AGREEMENT (this "Agreement") is entered into and between the City of Milwaukie ("City"), an Oregon municipal corporation, and the North Clackamas School District ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The Agency has requested, and the City has agreed, that the City provide a police officer ("Officer") who will act as a school resource officer ("SRO") to work in Milwaukie High School. SROs fulfill a vital role in promoting communication and cooperation between the school district and law enforcement to support safe school communities and contribute to the learning process.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective as of May 1, 2021, upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2024, whichever is sooner.
2. **Scope of Work.** The City agrees to provide the services ("Work") further identified in the Scope of Work and Additional Terms and Conditions, attached hereto as Exhibit A and incorporated herein. Parties will meet prior to the start of each school year to discuss anticipated needs, within the Scope of Work, in the upcoming school year.
3. **Consideration.** The Agency agrees to pay City, from available and authorized funds, the amount set forth on the schedule attached hereto as Exhibit B for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the City shall submit quarterly invoices for Work performed and shall include the total amount billed to date by the City prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to City following the Agency's review and approval of invoices submitted by City. City shall not submit invoices for, and the Agency will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to City that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *City Representations and Warranties:* City represents and warrants to Agency that

City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.

- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the City or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the City or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The City or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event it fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work to be performed under this Agreement is prohibited or the Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

- 7. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses,

damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

However, neither Agency nor any attorney engaged by Agency shall defend the claim in the name of City or any department of City, nor purport to act as legal representative of City or any of its departments, without first receiving from the Milwaukie City Attorney the authority to act as legal counsel for City, nor shall Agency settle any claim on behalf of City without the approval of the Milwaukie City Attorney. City may, at its election and expense, assume its own defense and settlement.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

Assistant City Manager or their designee will act as liaison for the City.

Contact Information:

Kelly Brooks, Assistant City Manager
Desk: 503-786-7573
10722 SE Main St.
Milwaukie, OR 97222

The Agency's Risk Manager or their designee will act as liaison for the Agency.

Contact Information:

David Kruse
Phone: 503.353.1909
Email: krused@nclack.k12.or.us
12400 SE Freeman Way
Milwaukie OR 97222

10. **Control of Personnel.** The SRO is solely the employee of the City. Control of personnel, supervision, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the City. Allegations of misconduct shall be investigated in accordance with City Policy and Procedures related to administrative

investigations, corrective action, and discipline. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services provided by the SRO shall be that of the City.

11. General Provisions.

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the Milwaukie Municipal Code without giving effect to the conflict of law provisions thereof. Any claim between City and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the City of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

City must comply with all Senate Bill 155 requirements, including, but not limited to, providing District requested information for any of City's employees, volunteers, or agents, who have the potential for unsupervised contact with District students, and providing requested information for new employees, volunteers, or agents before they begin work with District.

C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the City's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- L. **Survival.** All provisions in Sections 5, 7, and 11 (A), (C), (D), (E), (F), (G), (I), (J), (L), (Q), and (R) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- M. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

- N. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither Agency nor City shall be held responsible for delay or default caused by events outside of the Agency or City's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** Subject to public records law, the City acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by City or its employees or agents in the performance of this Agreement shall be deemed confidential information of the Agency ("Confidential Information"). City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- R. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

City of Milwaukie

North Clackamas School District

Mayor, City of Milwaukie

By:_____

Its:_____

Date

Date

Exhibit A
SCOPE OF WORK & ADDITIONAL TERMS AND CONDITIONS

Section 1. RESPONSIBILITIES OF SCHOOL RESOURCE OFFICER (SRO)

1. **Role.** The assigned SRO provides law enforcement expertise and resources to assist school administrators and staff in providing a safe school environment. The SRO is empathetic and knowledgeable in equity and diversity issues, juvenile restorative justice principles, and trauma-informed investigatory practices. In this role the School Resource Officer:
 - 1.1 Promotes safety in and around the school by using crime prevention strategies geared toward positive student behavior;
 - 1.2 Builds trust and respect between law enforcement and students by mentoring and providing guidance, and connects students to resources to resolve concerns affecting youth safety and security;
 - 1.3 Provides schools with additional educational resources about law enforcement related topics;
 - 1.4 Works collaboratively with school staff and administrators, and community stakeholder groups;
 - 1.5 Support school in emergency management.
2. **School Discipline.** Agency's school administrators and teachers are solely responsible for school discipline. The SRO is not involved with enforcement of school rules or disciplinary infractions unless they are also violations of law.
3. **Agency Policies & Training**
 - 3.1 **Training.** The SRO will participate in training as identified by the Agency which may include the same, "Public School Work" courses (30-40 minutes in duration) required of Agency staff, along with training covering equity, trauma-informed care, and restorative justice.
 - 3.2 **Agency Policy.** The SRO will have a working knowledge of Agency policies and procedures as identified by the Agency in Exhibit A, Appendix I. The SRO will comply with Agency policies and procedures to the extent

consistent with applicable law. If at any time the SRO believes an Agency policy or procedure cannot be complied with, the SRO will promptly advise the Agency and the City. The parties will confer and strive to attain a mutually agreeable understanding. Agency will promptly provide the City with any changes to policies or administrative regulations that may impact SRO responsibilities.

4. **School Work Schedule.** When school is in session, the SRO will work a schedule determined by the City and the Agency. The SRO will attend faculty meetings and PTA meetings that are related to SRO responsibilities, and will assist in providing security at certain evening or weekend school functions, such as athletic events, dances, field trips, and/or special events.
5. **Communication.** A cooperative relationship and collaborative communication between the SRO and school administration is central to the role. The SRO will meet with school administrators regularly in the coordination of SRO activities, and to exchange information to address safety, student conflicts, and/or situations that may cause disorder at the school or in the community.
6. **Scope of Work.** The duties of the SRO involve the following activities in addition to other duties as assigned:
 - 6.1 Establishes rapport and builds relationships with students;
 - 6.2 Works to support effective communication between law enforcement officials, school staff and students;
 - 6.3 Works closely with school staff and administrators to identify and provide preventive assistance and services to students and families;
 - 6.4 In collaboration with school administrators helps parents and students, which may involve referral to an appropriate agency;
 - 6.5 Refers student violations of Agency policy to school administration;
 - 6.6 Notifies the building principal as soon as practicable of any significant law enforcement event or public safety threat;
 - 6.7 Investigates and takes appropriate action in consultation with school administration regarding suspected law violations that occur within the school and/or in association with school activities;
 - 6.8 Assists school administration in the proper collection and disposal of illegal substances, weapons and other prohibited items recovered by the school, when they are not needed for criminal prosecution;

- 6.9 Presents information on law enforcement and related criminal justice topics to relevant classes, student assemblies, and clubs;
- 6.10 Makes presentations to stakeholder groups regarding the operations of the Milwaukie Police Department and the School Resource Officer Program.

Section 2. SEARCH AND SEIZURE

2.1 Student Conduct Occurring Under Agency Jurisdiction

- 2.1.1 **School Administrative Search.** Unless assistance is specifically requested by school administration the SRO is not involved in Agency's administrative searches. Administrative searches are at the exclusive direction and control of the Agency. (Reference: NCSD Policy, JFG; JFG-AR)
- 2.1.2 **School Resource Officer Search.** In accordance with Agency policy, students may be searched by law enforcement officials on school property, or when the student is under the jurisdiction of the Agency. This authority is balanced by collaboration between the SRO and school administration as they work cooperatively to protect staff and students, maintain a safe environment in the school, and safeguard Agency property. In furtherance of these objectives, and as permitted by law, the SRO may search students and property, seize evidence, conduct interviews and engage in other law enforcement actions. In the exercise of duties, the SRO will confer with school administration unless circumstances do not allow
- 2.2 **Student Conduct Occurring Outside of Agency Jurisdiction.** When requests by law enforcement are made to the SRO to interview a student or to conduct an investigation for conduct occurring outside Agency jurisdiction, the SRO will promptly contact school administration with the request and refer the requesting agency to school administration. Interviews may be permitted upon request and with administrator approval in accordance with Agency Policy. (NCSD Policy: JFG, JFG-AR; KN; KN-AR)
- 2.3 **Exigent Circumstances.** In the event of an emergency, as determined by the SRO in its reasonable discretion, the SRO will perform such searches consistent solely with applicable law and not in accordance with Agency's policies and regulations JFG, KN, and KN-AR.

Section 3. STUDENT INFORMATION ACCESS & DISCLOSURE

- 3.1 **Privacy Restrictions.** The access to and release of student information by the SRO under this Agreement is governed by ORS 336.187 and ORS 326.565 –

326.580, and the Family Education Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, and its implementing regulations. For purposes of access to student records, the SRO is considered a “school official”. In accordance with FERPA, “school officials” may access and disclose student records only as authorized by FERPA. Subject to any exceptions under applicable law, the SRO will not disclose records, or information contained within those records, without permission from Agency administration.

- 3.1.1 For purposes of access to student records, the SRO as a “school official” may be provided students’ personally identifiable information (“PII”) on an as-needed basis in the performance of SRO duties for legitimate educational purposes, and to promote school safety and physical security. *The SRO may only use PII for the purpose for which the disclosure was made.*
- 3.1.2 Without prior consent by an Agency administrator, the SRO acting as a school official, may not disclose PII obtained from student records, to others including other law enforcement officials who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA and/or ORS 336.187 and ORS 326.565 – 326.580.
- 3.2 **FERPA Training.** Agency will provide SRO training necessary to comply with applicable Agency policies, and state and federal student privacy laws.
- 3.3 **Student Directory Information.** Information that is designated as student “directory information” is identified by Agency policy, and is generally information that would not be considered harmful or an invasion of privacy if disclosed. Administration may disclose directory information unless a parent has opted-out of disclosure. The SRO or other law enforcement officials seeking access to student directory information may request access from the school building principal. (Reference: NCSD policy, JOA)
- 3.4 **Security Cameras.** The SRO may access campus security cameras and recordings for purposes of school safety and other law enforcement purposes with prior Agency consent, or upon execution of a search warrant. Consent is not required in the event of an active violent crisis or other exigent circumstances. (Reference: NCSD policy, ECAC; ECAC-AR)
- 3.5 **Law Violations Exchange of Information.** The SRO and the building principal will promptly exchange information regarding any possible law violation that may have occurred on and around school grounds, or during school activities. (Reference: NCSD policy, KN & KN-AR, “Relations with Law Enforcement Agencies”)

EXHIBIT A – Appendix I
North Clackamas School District Policies
Relating to SRO Scope of Work

Law Enforcement Interactions:

- [KN-AR1 Relations with Law Enforcement Agencies](#)
- [KN-AR2 Relations with Law Enforcement Agencies](#)
- [GHFE/JHFE-AR\(2\) - Abuse of a Child Investigations Conducted on School Premises](#)
- [GBJ - Weapons in Schools–Staff](#)
- [JFCJ - Weapons - Students](#)
- [JFG - Student Searches**](#)
- [JFG-AR - Student Searches**](#)

Staff/Students:

- [GCCB/GDCB/IKAAA - District Equity Policy](#)
- [GHFE/JHFE Reporting of Suspected Abuse of a Child](#)
- [GHFE/JHFE-AR\(1\) Reporting of Suspected Abuse of a Child](#)
- [GHFF/JHFF - Reporting Requirements Regarding Sexual Conduct with Students](#)
- [JBA/GBN - Sexual Harassment**](#)
- [JBA/GBN-AR\(1\) - Sexual Harassment Complaint Procedure**](#)
- [JBA/GBN-AR\(2\) - Sexual Harassment Complaint Form](#)
- [GBEC Drug-Free Workplace](#)
- [GBH/JECAC - School and Custodial/Noncustodial Parent Relations**](#)
- [GBK/KGC - Prohibited Use, Distribution or Sale of Tobacco Products or Inhalant Delivery Systems**](#)
- [GBNA - Hazing/Harassment/Intimidation/Bullying/Menacing - Staff**](#)
- [GBNA-AR - Hazing/Harassment/Intimidation/Bullying/Menacing Complaint Procedures - Staff](#)
- [GBNA/JFCF-AR - Hazing/Harassment/Intimidation/Bullying/Menacing/Cyberbullying/Teen Dating Violence/Domestic Violence Complaint Procedures**](#)
- [GBNAA/JHFF - Reporting Requirements for Suspected Sexual Conduct with Students](#)
- [GBNAA/JHFF-AR Suspected Sexual Conduct Report Procedures and Form](#)
- [GBO - Staff and Volunteer - Student Relations**](#)
- [JEA - Compulsory Attendance** JEDA - Truancy](#)
- [JFCG/JFCH/JFCI - Use of Tobacco Products, Alcohol, Unlawful Drugs, Inhalant Delivery Systems or Mind-Altering Substances](#)
- [JFCG/JFCH/JFCI-AR - Student Use, Possession, Sale or Distribution of Tobacco Products, Alcohol, Unlawful Drugs, Inhalant Delivery Systems or Mind-Altering Substances](#)
- [JFCJ - Weapons - Students](#)
- [JFCM - Threats of Violence**](#)
- [JOA - Directory Information**](#)
- [JOB - Personally Identifiable Information**](#)

District-Community Relations/Facility Use & Access:

- [KAB - Parental Rights**](#)
- [KAB-AR - Parental Rights**](#)
- [KG - Community Use of District Facilities](#)
- [KG-AR\(1\) - Community Use and Rental of District Facilities](#)
- [KG-AR\(2\) - District Facility Use Fee Schedule](#)
- [KGB - Public Conduct on District Property](#)
- [KK - Visitors to District Facilities**](#)
- [KK-AR - Procedures in Dealing with Disruptive Visitors**](#)

Exhibit B
COMPENSATION

BILLING FOR THE SERVICES OF THE SRO

I. Compensation & Invoices

During the 2020-21 academic year, the North Clackamas School District (NCSD) will compensate the City as described by the calculations listed in Section II. The compensation rate will be adjusted to reflect current rates for each subsequent year remaining in the term of this agreement. A revised compensation schedule will be provided to NCSD prior to the beginning of the given school year.

The City agrees to bill NCSD each quarter. NCSD agrees to pay each invoice within [Click here to enter text.](#)45 days of receipts.

II. Estimated Cost per Officer

The estimated cost per each Milwaukie Police Officer serving as a School Resource Officer follows:

Estimated Salary and Benefits:	\$145,000
<u>Uniform, Equipment, Vehicle Fuel & Maintenance:</u>	<u>\$3,000</u>
Total Estimated Cost per Officer	\$148,000

The rate reflected is based upon a 1.0 full-time equivalent position for a four-year officer. Cost will be reconciled each quarter based upon the actual salary and benefits of the Milwaukie Police Officer and actual hours worked during the quarter.



COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE NORTH CLACKAMAS SCHOOL DISTRICT (NCSD).

WHEREAS, the city has provided a dedicated police officer to serve as a school resource officer (SRO) to Milwaukie High School since 1995; and

WHEREAS, it is important that SROs provide consistent service in alignment with both city and NCSD policies and procedures; and

WHEREAS, the city and NCSD have agreed to an intergovernmental agreement for SRO services that requires NCSD to reimburse the city for SRO program costs up to \$148,000 per year.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, that the city manager is authorized to execute an intergovernmental agreement with NCSD related to SRO services.

Introduced and adopted by the City Council on **April 20, 2021**.

This resolution is effective immediately.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Mar. 23, 2021

Reviewed: Blanca Marston (as to form), Administrative Specialist

From: Peter Passarelli, Public Works Director

Subject: **2021 Street Surface Maintenance Program (SSMP) Slurry Seal Project Award**

ACTION REQUESTED

Council is asked to adopt a resolution authorizing the city manager to sign a contract in the amount of \$111, 232.50 for the 2021 SSMP Slurry Seal Project with VSS International, and authorize a contingency amount of approximately 7.5% (\$8,500) for any unforeseen work.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[June 16, 2020](#): Council adopted the 2021-2026 Capital Improvement Plan (CIP) and the 2021-2022 biennial budget, which identified the slurry seal program as a CIP project.

ANALYSIS

The SSMP was implemented in 2006 to address street maintenance issues. This program includes the preparation and application of Type II slurry that uses ¼ inches aggregate and is commonly used to seal, correct moderate to severe raveling, oxidation damage, and loss of matrix. The program is also designed to improve skid resistance, minimize oxidation, and increase the Pavement Classification Index (PCI) and the replacement of pavement markings.

The project was developed by the public works department and coordinated with the engineering department. The contractor was chosen through a joint cooperative procurement as authorized in ORS 279A.210 in conjunction with the City of Hillsboro. Hillsboro worked with the cities of Sherwood, Oregon City, Gladstone, and Milwaukie to develop plans and specifications to increase competition and improve pricing for pavement maintenance projects. Milwaukie participated in only the slurry seal solicitation. This means all the cities combined quantities went out for bid under one contract solicitation. After opening and awarding to the responsive responsible low bidder, each jurisdiction will enter into separate contract(s) with contractor(s).

Hillsboro held a bid opening March 10, 2021, for the 2021 Pavement Maintenance Program (PMP) projects with the results shown in the table below. The program was divided into two schedules, Schedule A: Overlays, and Schedule B: Slurry Seals.

The results of the slurry seal solicitation are below. The totals in the table show all the cities together and Milwaukie's portion broken out on the last line.

Bidder	Slurry Seal Bids
VSS International	\$799,737.00
Doolittle Construction	\$817,807.08
Intermountain Slurry Seal	\$838,838.00
Blackline, Inc	\$843,843.00
Engineer's Estimate	\$878,362.15
City of Milwaukie's Portion	\$111,232.50

The project will cover approximately 3.25 miles of local city streets. A map of the maintenance project is attached and will be posted on the website. The work is scheduled to begin late May/early June and should take approximately a week. Slurry seal will be applied only between the hours of 8 a.m. and 3 p.m. and must be able to support traffic by 5 p.m.

BUDGET IMPACTS

This project will decrease maintenance needs and prolong the life of the roads. It will also improve skid resistance and improve aesthetics. The bids, including contingency estimates, came in below budget and remaining SSMP funds could be allocated to other projects.

WORKLOAD IMPACTS

Public works staff will provide coordination throughout this project.

CLIMATE IMPACT

Construction activity has a significant impact on the environment due to emissions from heavy equipment and land clearing that may affect natural resource systems. Slurry seal is a pavement preservation technique and it reduces the need to demolish, haul, and dispose (or even recycle) of old pavements. Coupled with the fact that slurry seal is a quick process to apply, the carbon footprint from this type of preservation method is lower than that of traditional asphalt paving. As a pavement preservation method, there is no need to produce hot asphalt and, therefore, additional emissions and energy needs are reduced.

COORDINATION, CONCURRENCE, OR DISSENT

This project was coordinated as a joint cooperative procurement as authorized in Oregon Revised Statute 279A.210 in conjunction with the City of Hillsboro.

STAFF RECOMMENDATION

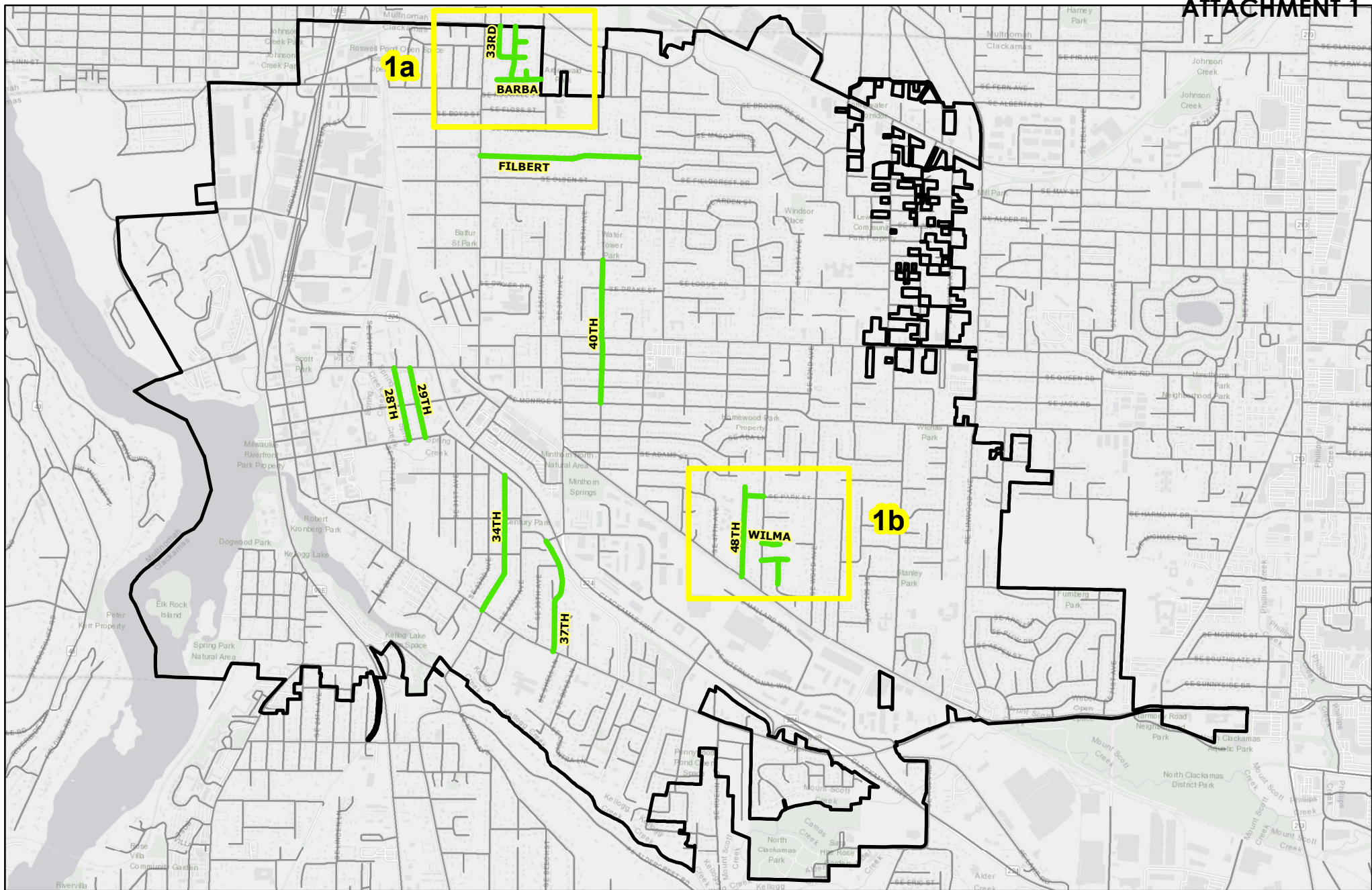
Staff recommends Council adopt a resolution authorizing the city manager to execute a contract with VSS International for the slurry seal project.

ALTERNATIVES


Cancel award, reject all bids, and re-solicit the project.

ATTACHMENTS

1. Project Map
2. Resolution



Slurry Seal Project Roads

 Slurry Seal 2021  City Limit

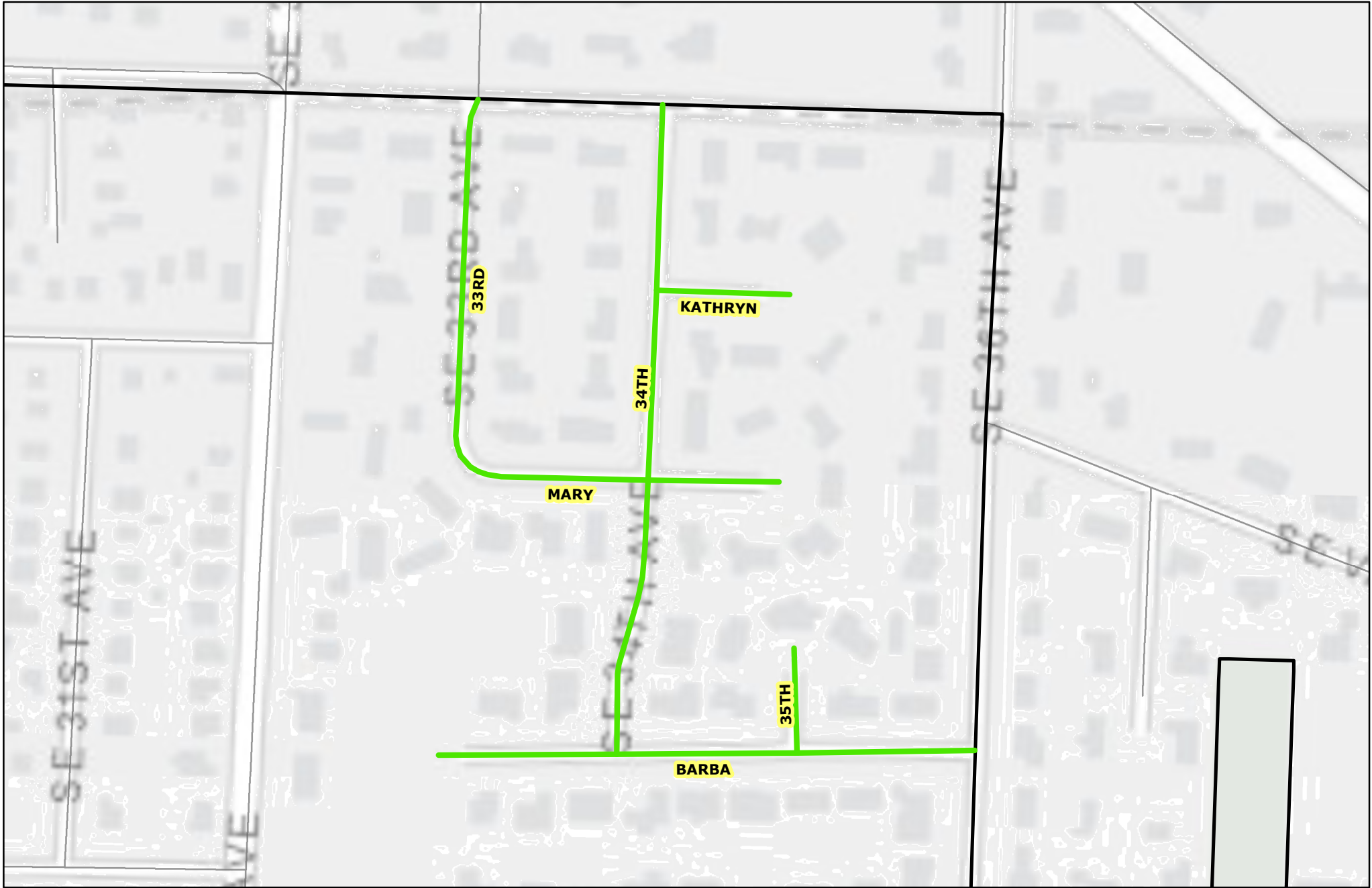
0 0.5 1 Miles



CITY OF MILWAUKIE

The information depicted on this map is for general reference only. The City of Milwaukie cannot accept any responsibility for errors, omissions or positional inaccuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of errors would be appreciated. Data Sources: City of Milwaukie GIS, Clackamas County GIS, Metro Data Resource Center. Date: February 8, 2021

GIS Coordinator - City of Milwaukie 6101 SE Johnson Creek Blvd. Milwaukie, OR 97206 (503) 786-7687

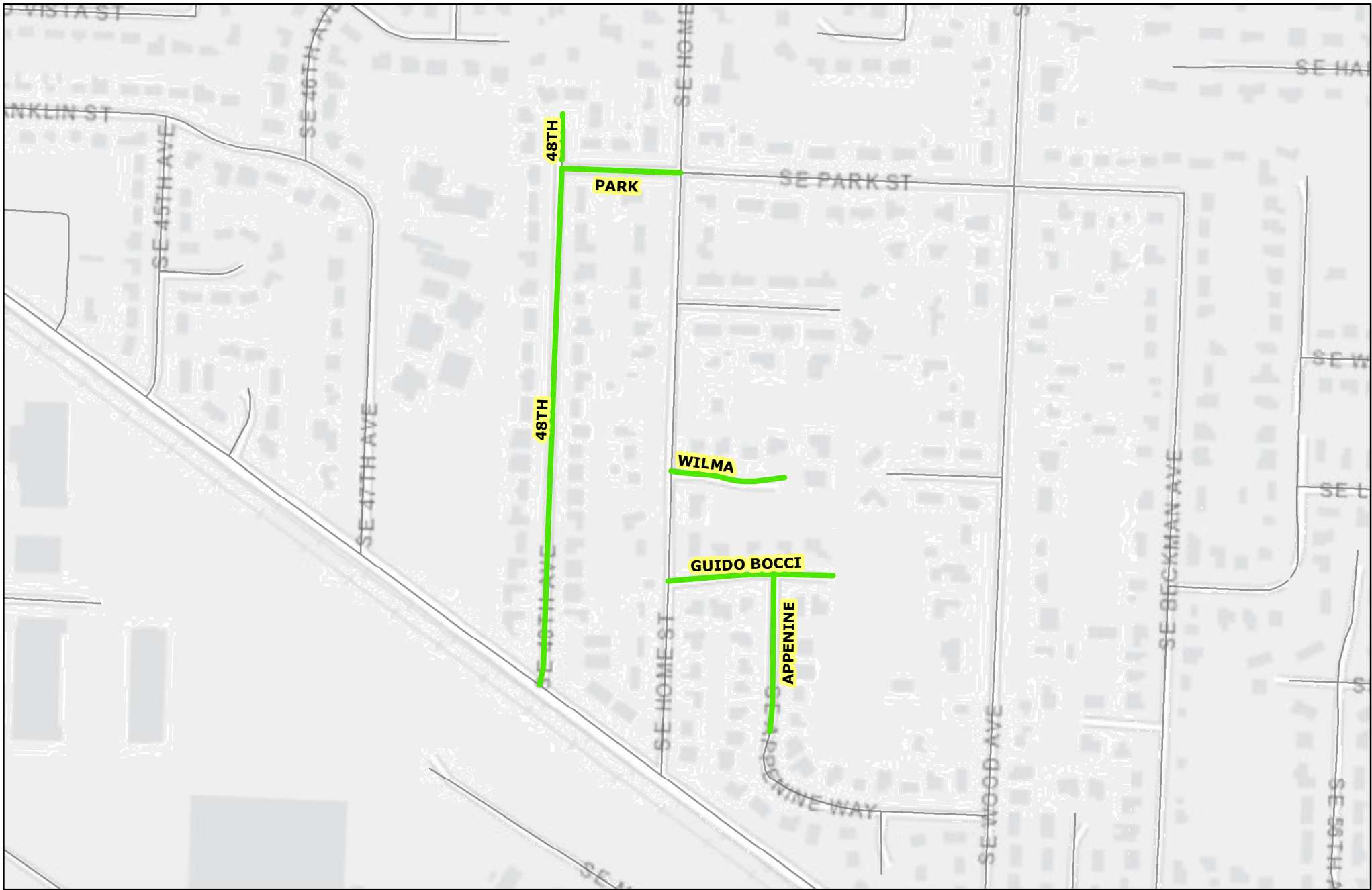


Slurry Seal Project Roads 1a

— Slurry Seal 2021
 City Limit

0 0.0425 0.085 Miles





Slurry Seal Project Roads 1b



 Slurry Seal 2021  City Limit

0 0.075 0.15 Miles



CITY OF MILWAUKIE

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COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING A CONTRACT FOR THE 2021 STREET SURFACE MAINTENANCE PROGRAM (SSMP) SLURRY SEAL PROJECT TO VSS INTERNATIONAL.

WHEREAS, the City has identified the SSMP Slurry Seal Project within the 2021-2026 Capital Improvement Plan (CIP); and

WHEREAS, these improvements are contained within the 2021-2022 Biennial Budget; and

WHEREAS, a formal joint competitive bid process following Public Contracting Rule 40 and ORS 279A.210 in conjunction with the City of Hillsboro was completed.

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie authorizes the city manager, or their designee, to execute a contract with VSS International for construction services related to the 2021 SSMP Slurry Seal Project in the amount of \$111,232.50 and authorize a project contingency amount of \$8,500.

Introduced and adopted by the City Council on **April 20, 2021**.

This resolution is effective immediately.

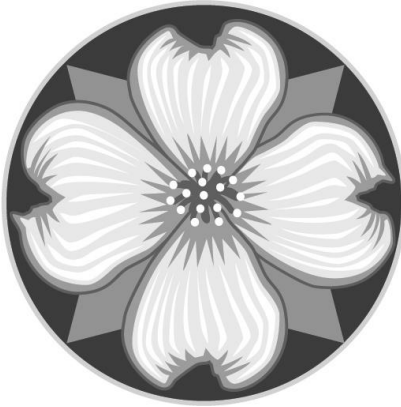
Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney



RS Agenda Item

7

Business Items

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: April 8, 2021

Reviewed: Ann Ober, City Manager, and
Leila Aman, Community Development Director

From: Laura Weigel, Planning Manager

Subject: **Joint Meeting — Planning Commission Work Program/Bylaws Review**

ACTION REQUESTED

Council is asked to review and discuss the draft Planning Commission (Commission) work program and bylaw recommendations for 2021.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The Commission holds a yearly, joint meeting with the Council to discuss the Commission's work program and bylaws.

The Commission bylaws were established in 2010 and were revised in 2017.

On [October 8, 2019](#), the Commission discussed its draft work program for 2020.

On [November 24, 2020](#) the Commission discussed its draft work program and revised bylaws and on [January 12, 2021](#) continued discussing the revised bylaws, which they approved for recommendation to Council for its consideration.

DISCUSSION

The Commission serves the city by reviewing and advising on matters related to planning and zoning, as set forth in the Comprehensive Plan and zoning, sign, and land division ordinances. The Commission does this by deciding land use and development applications, guiding the development of long-range plans, and proposing updates and amendments to the Milwaukee Municipal Code (MMC) and Comprehensive Plan. Planning department staff works closely with the Commission to make progress in all of these areas. The major accomplishments of the last year, and the workplan for the coming year are outlined below.

A. Major Accomplishments in 2019/2020

The Commission has worked on a number of significant projects since the last discussion of its work program. Projects included:

- Comprehensive Plan Update – The Comprehensive Plan Update policy document was adopted by Council on August 18, 2020. This was a 2.5-year long process that received input from at least 500 community members. Listed below are all of the outreach efforts conducted during this process:
 - 24 meetings of the 15-member Comprehensive Plan Advisory Committee (CPAC) at which committee members offered guidance for policy development.

- In-person outreach at neighborhood district associations (NDAs), canvassing at concerts in the park events and the Milwaukie Farmers Market.
 - Three town halls with 100+ participants each, two open houses with 60+ participants each, all included simultaneous Spanish translation.
 - Four online open houses/surveys that corresponded with the in-person town halls/open houses (all were in English and Spanish).
 - Three Spanish-language focus groups with 50+ participants total.
 - A wide variety of outreach methods including city-wide notice through the Milwaukie Pilot, website/social media, and a 500+ person email list of interested community members.
 - Robust and engaging public hearings at both the Commission and Council.
- Central Milwaukie: In response to concerns from community members about wanting to be informed about development proposals within the Central Milwaukie area of the city, planning and community development staff created a Central Milwaukie webpage where community members can find out more about what is happening in that area: www.milwaukieoregon.gov/centralmilwaukie. An email subscription list was also created for people to sign-up and receive notices/development information on projects within the Central Milwaukie area.
 - Preapplication Conference Reporting: During a Commission meeting with NDA leaders, it was brought up that preapplication conference reports should be more readily available to the public. Planning staff created a webpage where it now houses those pre-application conference reports for anyone to view: www.milwaukieoregon.gov/preapplication-conference-reports. It also is on the homepage of the planning department webpage.
 - Development Review: The development review counter at the city's Johnson Creek Boulevard (JCB) office has been closed since March 2020 due to public health concerns related to COVID-19. Staff adjusted immediately to this closure and have been providing development review services over the phone and through email and web-based meetings and preapplication conferences. Staff have been able to maintain the same high level of customer service during the COVID-19 office closures.
 - Planning Commission development review has required a large component of the Commission's time over the past year. The Commission held 13 public hearings on seven different land use applications including:
 - 1 Comprehensive Plan Update (6 hearings)
 - 1 Subdivision (4 hearings)
 - 2 Community Service Uses
 - 1 Conditional Use
 - 1 Variance Request
 - 1 Planned Development

B. 2020-2021 Work Program

The purpose of the joint meeting on April 20 between the Commission and Council is to provide an opportunity for discussion and to build a mutual understanding of goals and priorities moving forward.

Development Review

In addition to managing the long-range planning projects outlined below, the Commission and planning staff are responsible for current planning review. 2021 is off to a busy start with an unprecedented number of projects coming in for development review. Waverly apartments were approved earlier this year. The Hillside Master Plan was preliminarily approved in March by the Commission and the full submittal is expected soon. The Coho Point at Kellogg Creek project has been submitted as has the redevelopment of the former Kellogg Bowl property. The Providence supportive housing project is also underway. These are complex projects that require a large amount of staff time and may impact long range planning project timelines.

Comprehensive Plan Implementation Project, Phase 1

Creating and supporting housing opportunities, primarily middle housing options in all neighborhoods, has been a key goal for Council and the community. The adopted Comprehensive Plan (Plan) policies call for expanded housing opportunities throughout the city and House Bill 2001 (HB 2001), passed by the state legislature in July 2019, requires the expansion of middle housing options. In November 2019, Council discussed how to proceed with code amendments after the updated Plan was adopted, setting the stage for this Phase 1 implementation project.

The focus of this phase of plan implementation is housing, but it also includes related changes to parking requirements in residential areas and tree protection and preservation on residential land. The outcome will be code amendments that balance the city's goal for a 40% tree canopy and implementation of the housing policies outlined in the Plan that are also in compliance with HB 2001.

Key deliverables as part of this project include a code audit report, detailed code and map concepts with alternatives, a synthesis report of public input, a stakeholder database, and the code language and map amendments. Final adoption of phase 1 work is anticipated to be before the Commission by summer 2021.

Comprehensive Plan Implementation Project, Phase 2

After the completion of phase 1, staff will begin working on phase 2 projects. It is anticipated that phase 2 will start mid-2021.

- Prepare a new Transportation Systems Plan (TSP). This will be a multi-year effort.
- Update Comprehensive Plan Map
 - Potentially create a new neighborhood hub zone or overlay – zone all hub sites
 - Eliminate or consolidate outdated commercial designations – Community Shopping (C-CS), General Commercial (C-G), Limited Commercial (C-L), and Neighborhood Commercial (C-N) and rezone the sites with Neighborhood Mixed Use (NMU) and General Mixed Use (GMU) zones and a potential new neighborhood hub zone

- Prepare a new Housing Capacity Analysis (formally called a Housing Needs Analysis) as required by the state. (House Bill 2003)

Comprehensive Plan Implementation Project, Phase 3

The update to the TSP will likely still be in progress after the other phase 2 projects are completed. Staff anticipate that the phase 3 projects will begin sometime in the third or fourth quarter of 2022. Those projects include:

- Updating the Natural Resources Inventory.
- Expanding Flood Plain Protection.
- Designating a park and school sites with a new parks/institutions zone.
- Revising the Willamette Greenway zone to establish two tiers of review and create a clear and objective path for housing.
- Eliminate the current outdated Town Center Plan and replace it with the downtown and central Milwaukie plans.
- Expand the Historic Resources Inventory.
- Update the Urban Growth Management Agreement (UGMA) and develop an annexation program.

Other Planning-Related Code Amendments and Projects in progress:

- May 2021 Recommendation: Central Milwaukie Bikeways Concept Plan.
Overview: The project involves analysis of existing conditions, conversations with property-owner stakeholders, and consideration of the imminent redevelopment of the Hillside Manor and Murphy sites in order to identify alternative route options that will link the 29th Avenue and Monroe Street neighborhood greenways.
- Restart process June 2021: Revise the downtown design review standards and process.
Overview: For the past two years, the Design and Landmarks Committee has been working to update the downtown design guidelines and better integrate them with the design standards in the code. The effort will eliminate existing gaps between the current design standards and design guidelines and should reduce ambiguity in the discretionary review process.

C. Planning Commission Bylaws

On October 8, 2019, the Commission discussed outreach and coordination with the city's NDA leaders. Commission members recommended an adjustment to the bylaws to include an annual joint meeting between the Commission and the chairs and land use committees of the NDAs. On December 10, 2019, NDA leaders attended the Commission meeting to discuss increased outreach and communication between the Commission and NDAs. At that meeting, both the Commission and NDA leaders agreed that a yearly joint meeting would be beneficial and should be included in the Commission bylaws.

Last year, a new Comprehensive Plan policy was adopted that impacts the bylaws. The new policy states that the Council will appoint a Community Involvement Advisory Committee (CIAC). The policy was left open to give the Council freedom to appoint the Commission to fill this roll or to create a new independent committee when funding was available. Until a larger discussion occurs regarding the creation of a new committee, the draft update to the bylaws states that the Council will appoint the Commission as the CIAC. The Commission

requests that the Council include a sunset clause in the bylaws and language regarding when the Commission will meet as the CIAC.

Additionally, the current bylaws state that the Commission minutes be signed by the chair. The Commission requests to revise the bylaws to have a staff representative sign the minutes once they have been approved.

The joint meetings with Council provide an opportunity to review the revised bylaws and suggest any changes that are needed. A copy of the revised bylaws is attached. Once the bylaws are agreed upon, staff will bring a resolution back to Council for adoption.

BUDGET IMPACT

The planning department has enough funding to meet these objectives for the current biennium.

WORKLOAD IMPACT

The work for the current biennium has been assigned to specific staff and workloads are being adjusted to accommodate projects in addition to providing a high level of customer service at the development review counter.

CLIMATE IMPACT

The Commission will be working on a variety of projects that may impact the climate goals for the community. The Comprehensive Plan Implementation Project focuses on code amendments that will support a variety of housing opportunities throughout the city and consideration of appropriate parking requirements. In addition, the project will include an update to the city tree code, offering more protections to the urban forest and helping the city achieve the stated goal of 40% canopy cover by 2040. Alternative transportation projects addressed by the Commission, such as the Central Milwaukie Bikeways Project and the TSP update, will assist the city in lowering transportation sector emissions by increasing the availability and accessibility of safe bike and pedestrian infrastructure.

COORDINATION, CONCURRENCE, OR DISSENT

The Commission concurs with the workplan moving forward.

STAFF RECOMMENDATION

Staff recommends that the Council and Commission review and discuss the workplan and proposed bylaw changes.

ALTERNATIVES

None.

ATTACHMENTS

1. 2021-2025 Planning Work Forecast
2. Revised Bylaws

Planning Work Forecast 2021-2026

Task	Plan/Zone Map	Code Change	Engagement Level	Team	Consultant Needed	2021				2022				2023				2024				2025				2026			
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
CURRENT PLANNING																													
A. Comp Plan Implementation- Phase 1 + HB 2001																													
1. Housing, Tree and Parking Code implementation April Adoption	Maybe	Yes	High	Co-Lead: CD & Planning Support: Engineering (SDCs) + Outreach: CMO	Yes																								
B. Comp Plan Implementation - Phase 2																													
1. Transportation Systems Plan – Update – multi-year effort	Yes	Maybe	High	Lead: Planning Support: Engineering + Outreach: CMO	Yes																								
2. Neighborhood Hubs - Create a new zone	Yes	Yes	High	Lead: Planning Support: CD; Engineering + Outreach: CMO	Yes																								
2.5 Commercial & Industrial Zone and Map updates	Yes	Yes	Moderate	Lead: Planning Support: CD	Yes																								
3. Housing Needs Analysis Update/Housing Production Strategy (Required)	Yes	Yes	Moderate	Lead: Planning Support: None	Yes																								
C. Comp Plan Implementation - Phase 3																													
1. Natural Resources Inventory and Code Update	Yes	Maybe	High	Lead: Planning Support: None + Outreach: CMO	Yes																								
2. Flood Protection – Consider creating a zoning overlay for added protection	Yes	Yes	High	Lead: Planning Support: Engineering																									
3. Parks and Institutions Zone – Create a new zone	Yes	Yes	Moderate	Lead: Planning Support: None	Maybe																								
4. Willamette Greenway – Update code	Yes	Yes	Moderate	Lead: Planning Support: None	Maybe																								
5. Town Center – Replace current Town Center Plan with new document that consolidates the Downtown/Riverfront and the Central Milwaukie Plans as two components of the Town Center Plan	Yes	No	Moderate	Lead: Planning Support: None	Maybe																								
6. Historic Resources Inventory Update	Yes	Yes	Moderate	Lead: Planning Support: CMO + Outreach: CMO	Yes																								

Planning Work Forecast 2021-2026

Task	Plan/Zone Map	Code Change	Engagement Level	Team	Consultant Needed	2021				2022				2023				2024				2025				2026			
						Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
7. Urban Growth Management Agreement – adopt a new agreement with the County	Yes	No	Low	Lead: Planning & City Attorney Support: Public Works, CMO, & Engineering	Maybe (Attorney)																								
D. Other Planning-Related Plan/Code Amendments																													
1. Flood Protection – Update code section required by DLCD	Maybe	Yes	Moderate	Lead:Planning Support: Engineering	No																								
2. Central Milwaukie Bikeways Plan – TSP and Central Milwaukie Plan Amendment	Yes	No	Moderate	Lead:Planning Support: Engineering	Yes – Grant Funded																								
3. Downtown Design Guidelines and Code – Update	No	Yes	Moderate	Lead: Planning Support: None	Maybe																								
4. Emergency shelter during natural disasters and temporary transitional housing for those experiencing houselessness - code updates	No	Yes	Moderate & High	Lead: CDD Support: Planning	Maybe																								
4.5 Temporary transitional housing for those experiencing houselessness - Code Updates																													
5. Sign Code Update	No	Yes	Moderate to High	Lead: Planning Support: City Attorney	Maybe (Attorney)																								
6. Bi-annual Housekeeping Code Amendments	No	Yes	Low	Lead: Planning Support: None	No																								
7. Natural Resources Code Amendment – Add clear and objective standards (if required)	No	Yes	Moderate	Lead: Planning Support: City Attorney	No																								

MILWAUKIE PLANNING COMMISSION BYLAWS

ARTICLE I NAME

The name of this commission is the Planning Commission (Commission).

ARTICLE II PURPOSE, AUTHORITY, AND OBJECTIVE

- A. **Purpose.** The purpose of the Commission is to serve as an advisory body to, and a resource for, the City Council in land use matters. In addition, the Commission shall carry out the roles and responsibilities as assigned under Milwaukie Municipal Code (MMC) Section 2.16.010.
- B. **Authority.** The Commission is authorized by ORS 227 and MMC Chapter 2.16.
- C. **Objective.** The Commission's objectives include articulating the community's values and commitment to socially and environmentally responsible uses of its resources as reflected in the Comprehensive Plan.
- D. **Open Meetings.** All meetings of the Commission are open to the public. The Commission has the authority to conduct an executive session under ORS 192.660.

ARTICLE III MEMBERSHIP

- A. **Appointment.** Each Commission member shall be appointed by the Mayor with the consent of Council, consistent with MMC 2.10.030 G. Members shall serve at the pleasure of the Council.
- B. **Term of Office.** Terms are for a period of four years. Commission members may serve no more than two consecutive full terms, unless there is an interval of at least one term prior to reappointment. The Council may waive this limitation if it is in the public interest to do so.
- C. **Membership.** The Commission consists of seven members. No more than two members may be non-residents, and no more than two members shall be engaged in the same kind of occupation, business, trade, or profession. No member may be a City of Milwaukie officer, agent, or employee; and no more than two voting members of the Commission may engage principally in the buying, selling, or developing of real estate for profit as individuals; or members of any partnership, or officers or employees of any corporation that engages principally in the buying, selling, or developing of real estate for profit.
- D. **Vacancies and Removal.** Vacancies are filled in the same manner as the original appointments. A member of the Commission may be removed by the appointing authority, after hearing, for misconduct or nonperformance of duty.
- E. **Attendance.** Upon failure of any member to attend three consecutive meetings, the Commission may recommend termination of that appointment to the Council, and the Council may remove the incumbent from the Commission and declare the position vacant to be filled in the manner of a regular appointment.

- F. **Compensation.** Commission members shall receive no compensation for their service, but shall be fully reimbursed for all duly authorized expenses.

ARTICLE IV OFFICERS AND STAFFING

- A. **Officers.** The officers consist of a Chair and a Vice Chair who shall be selected by the membership and who shall serve at the pleasure of the membership for one year. Nominations and election of new officers shall be taken from the floor at the Commission's first meeting of the calendar year. Officers may be re-elected. In the event that an officer is unable to complete the specified term, a special election shall be held for the completion of the term.
- B. **Chair.** The Chair shall preside at all deliberations and meetings of the Commission and call special meetings in accordance with these Bylaws and review Commission agendas with the staff liaison. ~~The Chair shall sign all documents memorializing Commission actions in a timely manner after action by the Commission.~~
- C. **Vice Chair.** During the absence, disability, or disqualification of the Chair, the Vice Chair shall exercise or perform all duties and be subject to all the responsibilities of the Chair. In the absence of the Chair and Vice Chair, the remaining members present shall elect an acting Chair.
- D. **Staff.** The City of Milwaukie Planning Department will provide staff support to the Commission for: land use issues, meeting notifications, postponements, final disposition of matters, and other steps taken or acts performed by the Commission, which include administrative housekeeping functions such as word processing, minutes preparation, copying, and information gathering to the extent the budget permits.

ARTICLE V ORGANIZATIONAL PROCEDURES

- A. **Meetings.** The Commission shall hold meetings as necessary at a time and place designated by staff consistent with Oregon Public Meetings Law. Typically, the Commission meets at least once a month on the second and/or fourth Tuesday at 6:30 p.m. at City Hall. Commission meetings shall end no later than 10:00 p.m., unless extended by majority vote of the Commissioners present and participating in the Agenda item that is under consideration at that time. An extension to 10:30 p.m. is allowed by Commission action. If a meeting has not concluded at 10:30 p.m., the Commission may vote on the Agenda item, consider another extension of up to 30 minutes, or vote to continue the item to the next available meeting.
- B. **Quorum.** A quorum is four of the voting membership of the Commission. The concurrence of a majority of the Commission members present shall be required to decide any matter. In the case of a tie vote, the matter is not complete. One new motion may be made. If a majority vote is not obtained on that motion the agenda item fails. If a quorum is not attained fifteen minutes following the scheduled time of call to order, the meeting shall be cancelled. In the event it is known by the Director prior to a meeting that a quorum will not be present at any meeting, the Director shall notify the Commission members. All items scheduled for the meeting shall be automatically continued to a regularly scheduled meeting unless the Director determines that a special meeting is needed. The Director shall post notice of the continuance on the exterior

doors of City Hall notifying the public of the continuance and specifying the date and time when the continued items will be before the Commission. The Notice shall remain through the evening on which the meeting is originally scheduled.

- C. **Order of Business.** The Chair shall have the authority to arrange the order of business as is deemed necessary to achieve an orderly and efficient meeting. In general, the order of business will be as follows:

1. Call to order – Procedural Matters
2. Minutes
3. Information Items
4. Audience Participation
5. Public Hearings
6. Worksession Items
7. Planning Department Other Business/Updates
8. Planning Commission Discussion Items
9. Forecast for Future Meetings.

- D. **Voting.** All members who are present at a Commission Meeting, including the Chair and Vice Chair, are allotted one vote each on all motions. A motion may be made by any Commissioner with the exception of the presiding officer. All Commissioners, when a vote is taken, shall vote unless he or she abstains from voting and cites the reason for the record. Staff shall call the roll, altering the order of members called. The Chair shall vote last.

- E. **Reconsideration of Actions Taken.** A member who voted with the majority may move for a reconsideration of an action at the same meeting only. The second of a motion may be a member of the minority. Once a matter has been reconsidered, no motion for further reconsideration shall be made without unanimous consent of the Commission.

- F. **Minutes.** A staff representative or designee shall be present at each meeting and shall provide for a sound, video, or digital recording, or written minutes of each meeting. The record of the meeting, whether preserved in written minutes or sound, video, or digital recording, shall include at least the following information:

- Names of the Commission members present;
- All motions and proposals, and their disposition;
- The results of all votes and the vote of each Commission member by name;
- The substance of any discussion on any matters; and,
- A reference to any document discussed at the meeting;

Written minutes need not be a verbatim transcript, but give a true reflection of the matters discussed at the meeting and the views of the participants.

Written minutes of a meeting will be made available to the public within a reasonable time after the meeting.

Minutes shall be reviewed and voted upon by the Commission at a regular meeting.

Upon approval of the minutes by the Commission, a staff representative will sign and make the minutes available to the public within a reasonable time after the meeting.

- G. **Repeal or Amendments.** The Commission may review these bylaws periodically and forward suggested revisions to the Council for approval. These bylaws may be repealed or amended, or new bylaws may be adopted by a majority vote of the Council on its own initiative, or upon a recommendation from the Commission.
- H. **Meeting Conduct.** The meeting conduct for this Commission is these bylaws except where superseded by or local, state, or federal law.
- I. **Statement of Economic Interest.** Commissioners are required to file annual statements of economic interest as required by ORS 244.050 with the Oregon Government Standards and Practices Commission.

ARTICLE VI DUTIES OF OFFICERS

- A. **Duties of the Chair.** The Chair or Vice Chair, in addition to the duties in Article IV, shall preserve the order and decorum of the meeting.
 - 1. The Chair may assess the audience at the beginning of the meeting, and, with the consent of the Commission, announce reasonable time limits.
 - 2. The Chair will direct the planning staff to summarize the issues to be addressed and the criteria to be applied by the Commission during its deliberations, following the conclusion of public hearing testimony.
 - 3. The Chair will summarize the hearing results and state the appeal process at the conclusion of the public hearing.
- B. **Requesting Response and Opinion.** The Chair will ask for response and opinion from the members of the Commission.
- C. **Appointments to Specific Projects on Committees.** The Chair may appoint Commissioners to specific projects or committees, and may select a Commissioner to be spokesperson for the Commission when the Chair or Vice Chair is unavailable.
- D. **Confer with Director.** The Chair or Vice Chair shall confer with the Planning Director (Director) on a regular basis outside scheduled meetings concerning the direction each expects of the Commission.
- E. **Orientation of New Members.** The Chair, in conjunction with the Director, shall orient new members.

ARTICLE VII DUTIES OF THE COMMISSION

- A. **Duty of Commissioner.** Commissioners shall address all those who come before the Commission in a formal and courteous manner.

- B. Absence From a Meeting.** If a Commissioner is unable to attend a meeting, it is that Commissioner's responsibility to inform the Community Development staff and/or the Commission Chair of that fact prior to the meeting to be missed.
- C. Site Visits.** Prior to Commission meetings, Commissioners are encouraged to visit sites that are subjects for land use actions. If a Commissioner visits a site, he or she shall report on the record any information gained from the site visit that is not consistent with the information included in the application or staff report.
- D. Method of Handling Conflicts by Members.** In accordance with ORS 244.135: (1) A member of the Commission shall not participate in any Commission proceeding or action in which any of the following has a direct or substantial financial interest:
1. The Commission or the spouse, brother, sister, child, parent, father-in-law, mother-in-law of the Commissioner;
 2. Any business in which the Commissioner is then serving or has served within the previous two years; or
 3. Any business with which the Commissioner is negotiating for or has an arrangement or understanding concerning prospective partnership or employment.
 4. Any actual or potential interest shall be disclosed at the meeting of the Commission where the action is being taken.
- E. Meeting Preparation.** Commissioners shall prepare for participation at a meeting by fully reviewing the staff report and materials provided by the Director. If a Commissioner is unable to attend a hearing on a quasi-judicial application that is continued to another hearing, the Commissioner shall not take part in the continuance hearing unless the Commissioner:
1. Reviews the staff report and materials provided by the Director as well as:
 - a. all materials submitted at the hearing, and
 - b. any additional materials prepared by the planning staff applicable to the application, and
 - c. either the audio recording of the hearing or the draft minutes of the hearing.
 2. Declares that they are prepared to participate.
- F. Duties Assigned by Council.** The Commission shall carry out the duties assigned to it by Council relating to development, updating, and general maintenance of the Milwaukie Zoning Ordinance and the Milwaukie Comprehensive Plan.

1. The Commission shall serve as the Community Involvement Advisory Committee (CIAC) for the City until December 31, 2022 when a separate

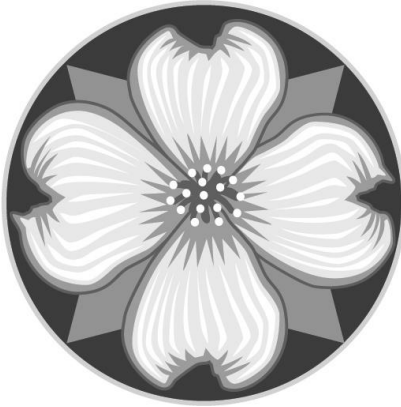
CIAC may be formed by the City Council. Each Commissioner shall be considered appointed to the CIAC at the same time as he or she is appointed to the Commission and shall serve on the CIAC for the duration of their term or until December 31, 2022 when a separate CIAC may be formed. Upon the formation of a separate CIAC, the Commission shall no longer serve as the CIAC.

a. The CIAC shall implement the City's Citizen Involvement Program pursuant to the requirements and relevant guidelines set forth in Statewide Planning Goal 1 and the Comprehensive Plan. The Planning Commission reserves time on every agenda to meet if needed as the CIAC, and holds at least one annual meeting to review the Citizen Involvement Guidelines and program as it relates to land use.

2. **Other Duties.** At least once per year, the Commission shall hold a meeting at which Neighborhood District Association (NDA) leaders (e.g., the NDA chair and the chair of the land use committee) ~~are have been~~ invited to discuss land use issues and community outreach with the Commission.

ARTICLE VIII GOALS AND OBJECTIVES

- A. **Annual Goal Review.** The Commission shall review the Council goals annually for establishment of Commission goals which enhance and augment those of the Council.
- B. **Establishment of Commission Goals.** The Commission shall establish goals, at a minimum, annually.



RS Agenda Item

8

Public Hearings

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: April 8, 2021

Reviewed: Leila Aman, Community Development Director, and
Laura Weigel, Planning Manager

From: Brett Kelter, Associate Planner

Subject: **Title 18 Update fix (Flood Hazard Regulations)**

ACTION REQUESTED

Council is asked to adopt two minor amendments to Milwaukie Municipal Code (MMC) Title 18 Flood Hazard Regulations.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[June 3, 2008](#): Council adopted [Ordinance 1983](#) to approve amendments to MMC Title 18 Flood Hazard Regulations.

[February 4, 2020](#): Council received a work session update regarding the draft Comprehensive Plan floodplain policies and upcoming amendments to MMC Title 18.

[February 2, 2021](#): Council received a work session update on the proposed amendments in advance of the March 2 adoption hearing.

[March 2, 2021](#): Council adopted [Ordinance 2199](#) to amend MMC Title 18.

ANALYSIS**Background**

On March 2, Council held a public hearing and adopted amendments to MMC Title 18 (Flood Hazard Regulations) as proposed by city staff and as recommended by the Planning Commission. The amendments were necessary to ensure that the city's code remains consistent with the floodplain management requirements overseen by the Federal Emergency Management Agency (FEMA). That consistency is critical to maintaining the city's eligibility for the National Flood Insurance Program (NFIP), which allows residents to purchase flood insurance at a reasonable cost.

Following the Council's adoption of the required changes, the Oregon Department of Land Conservation and Development (DLCD) notified staff of two additional amendments that had not been included in the recently adopted code. The changes are very minor but are required for continued compliance with federal standards and must be inserted.

Summary of Proposed Amendments

The proposed language involves MMC Section 18.20.040 (Structures) and establishes basic requirements to ensure that structures are constructed in such a way as to be resistant to or otherwise minimize flood damage. The text below presents a ~~strikeout~~/underline version of the proposed changes to the newly adopted Title 18 language:

18.20.040 Structures

- A. All new construction and substantial improvements must be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B. All new construction and substantial improvements must be constructed with materials and utility equipment resistant to flood damage.
- ~~B.C.~~ All new construction and substantial improvements must be constructed using methods and practices that minimize flood damage ~~with flood resistant materials below the flood protection elevation.~~

A clean version of the proposed amendments is provided in Attachment 1-b; a ~~strikeout~~/underline version is provided in Attachment 1-c for reference.

The original deadline for compliance established by DLCD was March 30, 2021. In light of the inadvertent deletion of the necessary language and the timeline for returning to Council to correct the problem, DLCD and FEMA have granted the city an extension to May 30, 2021.

Although the proposed changes are extremely minor, staff sent public notice of the April 20 hearing to the same list of affected property owners as for the March 2 hearing.

BUDGET IMPACT

The proposed amendments represent essentially no change in the flood hazard regulations that were amended on March 2.

WORKLOAD IMPACT

The planning department led the effort to prepare and present the proposed minor amendments to Title 18, with minimal impact to workload capacity. The final reporting and notice required by DLCD will encompass the amendments adopted both on March 2 and April 20, with no significant workload impact.

CLIMATE IMPACT

As noted for the March 2 amendment package, the proposed update of the city's flood hazard regulations is in large part a response to climate change, and a proactive effort to prevent or limit future flood damage. In the face of increasingly powerful storm events, Title 18 is an ever more important tool for improving the community's resiliency.

COORDINATION, CONCURRENCE, OR DISSENT

Staff from the planning department collaborated with DLCD to ensure that the additional proposed amendments are sufficient to maintain the city's eligibility to participate in the NFIP. The city attorney has reviewed the proposed amendments and concurs.

ATTACHMENTS

- 1. Ordinance
 - a. Amended Findings in Support of Approval
 - b. Proposed Amendments (clean version)
 - c. Proposed Amendments (strikeout version)

COUNCIL ORDINANCE No.**AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING MUNICIPAL CODE TITLE 18 FLOOD HAZARD REGULATIONS TO COMPLY WITH FEDERAL EMERGENCY MANAGEMENT REQUIREMENTS (FILE #ZA-2020-002).**

WHEREAS, the State of Oregon has in Oregon Revised Statute 197.175 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizens; and

WHEREAS, Title 18 of the Milwaukie Municipal Code (MMC) establishes flood hazard regulations designed to minimize public and private losses due to flooding; and

WHEREAS, the proposed amendments to Title 18 bring the MMC into compliance with federal requirements for floodplain protection; and

WHEREAS, adoption of the proposed amendments is required for the city to continue to participate in the National Flood Insurance Program; and

WHEREAS, legal and public notices have been provided as required by law; and

WHEREAS, on January 12, 2021, the Planning Commission conducted a public hearing as required by MMC 19.1008.5 and adopted a motion in support of the proposed amendments; and

WHEREAS, on March 2, 2021, the City Council adopted a larger package of amendments to Title 18 that did not include language necessary to maintain consistency with applicable federal requirements; and

WHEREAS, on April 20, 2021, the City Council was presented with two minor amendments to the newly adopted Title 18 that ensure consistency with applicable federal requirements for flood hazard regulations; and

WHEREAS, the City Council finds that the proposed amendments are in the public interest of the City of Milwaukie;

Now, Therefore, the City of Milwaukie does ordain as follows:

Section 1. Findings. Findings of fact in support of the proposed amendments are attached as Exhibit A.

Section 2. Amendments. The relevant text of MMC Title 18 is amended as presented in Exhibit B (clean version). A strikeout/underline version of the amendments is provided in Exhibit C for reference only.

Section 3. Effective Date. The amendments will become effective in 30 days.

Read the first time on _____ and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

**Amended Findings in Support of Approval
File #ZA-2020-002
Amendments to MMC Title 18 (Flood Hazard Regulations)**

Sections of the Milwaukie Municipal Code not addressed in these findings are found to be inapplicable to the decision on this application.

1. The applicant, the City of Milwaukie, proposes to amend the flood hazard regulations that are established in Title 18 of the Milwaukie Municipal Code (MMC). The land use application file number is ZA-2020-002.
2. The purpose of the proposed code amendments is to update the City's flood hazard regulations to maintain consistency and compliance with federal regulations in order to retain eligibility for the National Flood Insurance Program (NFIP). The City's participation in the NFIP allows residents to purchase flood insurance at a reasonable cost. The proposal is to repeal the existing language in Title 18 and replace it with new (but very similar) language based on a model ordinance provided by the Oregon Department of Land Conservation and Development (DLCD).
3. The proposal is subject to the criteria and procedures outlined in the following sections of the Milwaukie Municipal Code (MMC):
 - MMC Section 19.902 Amendments to Maps and Ordinances
 - MMC Chapter 19.1008 Type V Review

The application has been processed and public notice provided in accordance with MMC Section 19.1008 Type V Review. An initial evidentiary hearing was held by the Planning Commission on January 12, 2021, and another public hearing was held by the City Council on March 2, 2021 as required by law.

Note on second Council hearing: The primary package of amendments was approved by Council on March 2, 2021, with Ordinance 2199. Following that approval, DLCD notified City staff that two additional minor amendments were needed to maintain the City's compliance with applicable federal flood hazard regulations. A second public hearing was held by the City Council on April 20, 2021 to consider those minor amendments. No substantive changes have been made to these original findings.

4. MMC Section 19.902 Amendments to Maps and Ordinances

MMC 19.902 establishes the general process for amending the City's Comprehensive Plan and land use regulations within the Milwaukie Municipal Code. Specifically, MMC Subsection 19.902.5 establishes Type V review as the process for changing the text of land use regulations, with the following approval criteria:

 - a. MMC Subsection 19.905.B.1 requires that the proposed amendment be consistent with other provisions of the Milwaukie Municipal Code.

The proposed amendments have been coordinated with and are consistent with other provisions of the Milwaukie Municipal Code, including MMC Section 19.402 Natural Resources.

This standard is met.

- b. MMC Subsection 19.902.5.B.2 requires that the proposed amendment be consistent with the goals and policies of the Comprehensive Plan.

Of the various goals, objectives, and policies in the recently updated Comprehensive Plan, the chapter on Environmental Stewardship & Community Resiliency is where the language most relevant to the proposed amendments can be found. In particular, the section on Natural Hazards includes the following overarching Goal statement:

Protect the Milwaukie community from the threats of natural hazards, including those induced by climate change, through risk minimization, education, and adaptation.

Goal 5.1 – Identifying, Avoiding, and Reducing Hazard Potential

Identify areas with high natural hazard potential and develop policies and programs to avoid or reduce potential negative impacts.

Policy 5.1.1: Ensure that City natural hazard maps stay updated and reflect the most recent information and best available science for natural hazard areas, including flooding, landslides, liquefaction, unstable soils, wildfire, earthquakes, drought and sea level rise.

Policy 5.1.2: Require the submittal and neutral third-party review of detailed technical reports for proposed development within high risk flood, liquefaction and landslide hazard areas.

Policy 5.1.3: Encourage and prioritize development in areas with low risk of natural hazards and restrict development in areas with high risk that cannot be adequately mitigated.

Policy 5.1.4: Regulate floodplain areas in a manner that protects the public, recognizes their natural functions as waterways and critical habitat, and provides open space/recreational opportunities.

Goal 5.2 – Partnerships and Education

Continue and expand partnerships with government agencies, utilities, and other groups that can help Milwaukie residents prepare for natural hazards.

Policy 5.2.1: Continue to coordinate with regional, state and federal agencies on disaster preparedness efforts.

Policy 5.2.3: Ensure that mapping of the 100- and 500-year floodplain areas stays current and accurate.

Goal 5.3 – Infrastructure and Building Resiliency

Ensure that the City's built environment and infrastructure are adequately prepared for natural disasters.

Policy 5.3.1: Ensure that relevant sections of the Milwaukie Municipal Code, most notably those that deal with Flood Hazards, Seismic Conditions, and Soils, are maintained to reflect best available science.

Policy 5.3.5: Prohibit essential public facilities and uses with vulnerable populations from being located within areas at high risk of flooding, landslides, liquefaction, and fire, and aim to relocate existing uses in these areas.

Goal 5.4 – Adaptation and Mitigation

Develop programs that inform the public about the increased risks from natural hazards and create strategies for how to deal with them.

Policy 5.4.1: In areas where there is a high risk of flooding or other natural hazards, support efforts by the City and other public and private entities to acquire properties for conservation purposes. Restrict development to uses that have a demonstrated community benefit and for which the natural hazard risks and environmental impacts can be adequately mitigated.

Policy 5.4.3: Coordinate with local, regional, state and federal agencies on disaster preparedness efforts, including coordination for major seismic and flooding events.

The City's flood regulations remain an important part of a larger network of regional, state, and federal rules intended to protect the public and reduce flood damage. The proposed amendments are intended to provide continued consistency and compliance with applicable federal regulations related to flood hazard management. This includes referencing the latest flood mapping available from FEMA, establishing a more formal floodplain development process, and continuing to regulate and restrict development in areas at high risk of flooding. The proposed amendments further restrict the siting of critical facilities in the regulatory floodplain and are aligned with the latest state building codes. As proposed, the amendments are consistent with and facilitate the actualization of several relevant goals and policies in the City's Comprehensive Plan.

This standard is met.

- c. MMC Subsection 19.902.5.B.3 requires that the proposed amendment be consistent with the Metro Urban Growth Management Functional Plan and relevant regional policies.

The proposed amendments are consistent with the following applicable sections of Metro's Urban Growth Management Functional Plan:

Title 3 – Water Quality and Flood Management

MMC Title 18 (Flood Hazard Regulations) incorporates Metro’s Title 3 regulations as to ensure that the City’s regulations for flood management are consistent with those of Metro. Furthermore, the proposed amendments are designed to ensure that City regulations continue to be consistent with applicable federal regulations for flood management.

Title 8 – Compliance Procedures

The City’s current Comprehensive Plan and land use regulations are in compliance with the Functional Plan. The proposed amendments will be deemed to comply with the Functional Plan if no appeal to the Land Use Board of Appeals is made within the 21-day period set forth in ORS 197.830(9). As required by Metro Code Section 3.07.820.A, the City has provided notice of the proposed amendments to Metro’s Chief Operating Officer as much in advance of the City Council hearing on the proposed amendments as possible.

In processing the proposed amendments, the City has followed its own requirements and procedures for citizen involvement. The proposed amendments have been reviewed at a public City Council work session and made available to the City’s various Neighborhood District Associations for review. The City has conducted public hearings on the proposed amendments before the Planning Commission and City Council and has published public notice prior to each hearing.

This standard is met.

- d. MMC Subsection 19.902.5.B.4 requires that the proposed amendment be consistent with relevant State statutes and administrative rules, including the Statewide Planning Goals and Transportation Planning Rule.

Goal 1 – Citizen Involvement

To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

The City has an adopted and acknowledged amendment process and has followed that process in making these amendments. Public hearings on the proposed amendments have been held and public notice was published prior to each hearing. In addition, all owners of property within designated flood hazard areas were sent notice of the public hearings. The Planning Commission members are appointed by an elected City Council, following an open and public selection process.

Goal 2 – Land Use Planning

To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

The proposed amendments will not change the City’s land use planning process. The City will continue to have a comprehensive land use plan and implementing regulations that are consistent with the plan. The proposed amendments will update MMC Title 18 of the

municipal code and make it consistent with applicable federal flood management regulations. Specifically, the proposed amendments will update existing definitions related to flood hazard regulations to be consistent with those found in federal regulations, reorganize information for greater clarification, and generally ensure that MMC Title 18 operates consistently with respect to development issues within identified flood hazard areas. These changes strengthen the City's existing policies that implement Goal 2.

Goal 7 – Areas Subject to Natural Hazards

To protect people and property from natural hazards.

The proposed amendments will improve the City's implementation of Statewide Planning Goal 7. The proposed amendments are specifically designed to ensure that City ordinances relating to development in designated flood hazard areas continue to be consistent with applicable federal regulations for flood management.

This standard is met.

- e. MMC Subsection 19.902.5.B.5 requires that the proposed amendment be consistent with relevant federal regulations.

The primary purpose of the proposed amendments is to revise the flood hazard regulations of MMC Title 18 so that they remain consistent with the latest federal regulations.

This standard is met.

The City Council finds that the proposed amendments to MMC Title 18 (Flood Hazard Regulations) are consistent with the applicable approval criteria for zoning text amendments as established in MMC 19.902.5.B.

5. MMC Section 19.1008 Type V Review

MMC 19.1008 establishes the procedures and requirements for Type V review, which is the process for legislative actions. The City Council, Planning Commission, Planning Manager, or any individual may initiate a Type V application.

The proposed amendments were initiated by the Planning Manager on December 9, 2020.

- a. MMC Subsection 19.1008.3 establishes the public notice requirements for Type V review.

(1) MMC Subsection 19.1008.3.A General Public Notice

MMC 19.1008.3.A establishes the requirements for public notice, including a requirement to post public notice of a public hearing on a Type V application at least 30 days prior to the first evidentiary hearing. The notice must be posted on the City website and at City facilities that are open to the public.

A notice of the Planning Commission's January 12, 2021, hearing was posted as required on December 11, 2020. A notice of the City Council's March 2, 2021, hearing was posted as required on January 29, 2021. In addition,

(2) MMC Subsection 19.1008.3.B DLCD Notice

MMC 19.1008.3.B requires notice of a Type V application be sent to the Department of Land Conservation and Development (DLCD) as per the standards of MMC Subsection 19.1001.6.C.4.a, which required notice to be sent to DLCD at least 35 days prior to the first evidentiary hearing.

Notice of the proposed amendments was sent to DLCD on December 9, 2020, in advance of the first evidentiary hearing on January 12, 2021.

(3) MMC Subsection 19.1008.3.C Metro Notice

MMC 19.1008.3.C requires notice of a Type V application be sent to Metro at least 35 days prior to the first evidentiary hearing.

Notice of the proposed amendments was sent to Metro on December 9, 2020, in advance of the first evidentiary hearing on January 12, 2021.

(4) MMC Subsection 19.1008.3.D Property Owner Notice (Measure 56)

MMC 19.1008.3.D requires notice to property owners if, in the Planning Manager's opinion, the proposed amendments would affect the permissible uses of land for those property owners.

The proposed amendments are largely administrative in nature and would not result in significant changes for most of the properties within a designated flood zone, though they would present new restrictions for a small portion of the affected areas. A notice to this effect was mailed to the owners of all affected properties on December 22, 2020.

b. MMC Subsection 19.1008.4 Type V Decision Authority

MMC 19.1008.4 establishes that the City Council is the review authority for Type V applications and may approve, approve with conditions, amend, deny, or take no action on a Type V application after a public hearing.

The City Council held a public hearing to consider this application on March 2, 2021, and approved the proposed amendments as presented.

c. MMC Subsection 19.1008.5 Type V Recommendation and Decision

MMC 19.1008.5 establishes the procedures for review and a decision on Type V applications. The process includes an initial evidentiary hearing by the Planning Commission and a recommendation to the City Council, followed by a public hearing and decision by the City Council.

The Planning Commission held an initial evidentiary hearing on January 12, 2021, and passed a motion recommending that the City Council approve the proposed amendments. The City Council held a duly advertised public hearing on March 2, 2021, and approved the proposed amendments as presented. As noted in Finding 3, the City Council held a second duly advertised public hearing on April 20, 2021, to consider two additional minor amendments required to maintain the City's compliance with applicable federal standards.

TITLE 18 FLOOD HAZARD REGULATIONS

18.20 PROVISIONS FOR FLOOD HAZARD REDUCTION

In all regulatory floodplains, the following standards must be adhered to:

18.20.040 Structures

- A. All new construction and substantial improvements must be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B. All new construction and substantial improvements must be constructed with materials and utility equipment resistant to flood damage.
- C. All new construction and substantial improvements must be constructed using methods and practices that minimize flood damage.

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