

Regular Session

RS

Milwaukie City Council

COUNCIL REGULAR SESSION

City Hall Council Chambers, 10722 SE Main Street
 & Zoom Video Conference (www.milwaukieoregon.gov)

REVISED AGENDA

DECEMBER 20, 2022
 (Revised December 16, 2022)

Council will hold this meeting in-person and through video conference. The public may attend the meeting by coming to City Hall or joining the Zoom webinar, or watch the meeting on the [city's YouTube channel](#) or Comcast Cable channel 30 in city limits. **For Zoom login** visit <https://www.milwaukieoregon.gov/citycouncil/city-council-regular-session-338>.

To participate in this meeting by phone dial 1-253-215-8782 and enter Webinar ID 841 6722 7661 and Passcode: 097479. To raise hand by phone dial *9.

Written comments may be delivered to City Hall or emailed to ocr@milwaukieoregon.gov. Council will take verbal comments.

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

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1. CALL TO ORDER (6:00 p.m.)	
A. Pledge of Allegiance	
B. Native Lands Acknowledgment	
2. ANNOUNCEMENTS (6:01 p.m.)	2
3. PROCLAMATIONS AND AWARDS	
A. Christmas Ships – Proclamation (6:05 p.m.)	4
Presenter: Dave Kaiser, Portland Christmas Ships	
4. SPECIAL REPORTS	
A. None Scheduled.	
5. COMMUNITY COMMENTS (6:10 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 (6:15 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 the:	6
1. November 15, 2022, work session, and	
2. November 15, 2022, regular session.	
B. Certification of the November 8, 2022, Election Results – Resolution	16
C. Approval of an Appointment to the Planning Commission - Resolution	27
D. Authorization of a Debt Collection Services Contract – Resolution	30
E. Authorization of a New City Hall Improvements Contract – Resolution	66

6. **CONSENT AGENDA (continued)**
 - F. **Authorization of an Electric Vehicle (EV) Charging Station and Installation Services Contract – Resolution** (added to the agenda) 70
7. **BUSINESS ITEMS**
 - A. **Countywide Climate Goals – Resolution** (6:20 p.m.)
Presenter: Mark Gamba, Mayor
8. **PUBLIC HEARINGS**
 - A. **High Density Residential Zones – Ordinance, second reading** (6:30 p.m.) 74
Staff: Vera Koliass, Senior Planner, and
Adam Heroux, Associate Planner
9. **COUNCIL REPORTS** (6:40 p.m.)
10. **ADJOURNMENT** (6:45 p.m.)

Retiring Councilor Receptions.

After the regular session, Council will hold two receptions in honor of retiring Council members Mark Gamba and Kathy Hyzy. The receptions are open to the public and will be held immediately after the regular session at City Hall (10722 SE Main Street) and later at Beer Store Milwaukie (10610 SE Main Street).

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

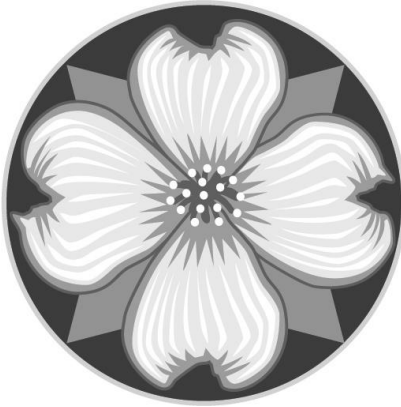
The city is committed to providing equal access to public meetings. To request listening and mobility assistance services contact the Office of the City Recorder at least 48 hours before the meeting by email at ocr@milwaukieoregon.gov or phone at 503-786-7502. To request Spanish language translation 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

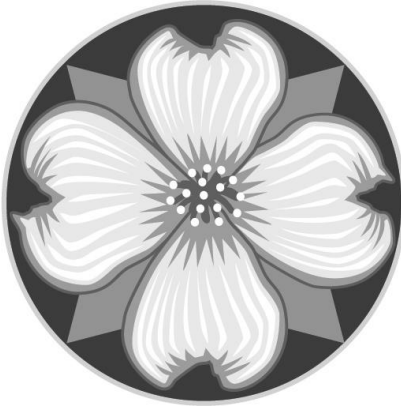
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Announcements

Mayor's Announcements – Dec. 20, 2022



- **Volunteer of the Year 2022 – Nominations Accepted Until Feb. 15, 2023**
 - Nominees can include anyone who resides in Milwaukie or is a member of a non-profit or business that serves the Milwaukie community.
 - Nominations accepted using form at engage.milwaukieoregon.gov
- **Winter Scavenger Hunt – Mon., Dec. 26 to Sat., Dec. 31 (Anytime library is open)**
 - Snowflake scavenger hunt for all ages
 - Ledding Library, 10660 SE 21st Ave.
- **Wendy Willis Poetry Reading – Wed., Jan. 11 (6 - 7:15 PM)**
 - The 16th season of the Milwaukie Poetry Series continues with a live reading by poet Wendy Willis.
 - Seating limited to 50
 - Ledding Library, 10660 SE 21st Ave.
- **Minthorn Springs Volunteer Cleanup – Sat., Jan. 14 (9:30 – 12 PM)**
 - Join the Milwaukie Parks Foundation for second Saturday work parties
 - Volunteers remove invasive plants and pick up trash
 - If you drive, please park at the east end of Milwaukie Marketplace and walk across 37th Ave. to the Minthorn entrance.
- **LEARN MORE AT [WWW.MILWAUKIEOREGON.GOV](https://www.milwaukieoregon.gov) OR CALL 503-786-7555**



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Proclamations & Awards

PROCLAMATION

WHEREAS the Christmas Ships Parade is a 68-year-old tradition; and

WHEREAS the Christmas Ships will sail to destinations on the Columbia and Willamette Rivers between December 2nd and December 21st, 2022; and

WHEREAS the Christmas Ships will sail to Milwaukie Bay on December 6th, 9th, 14th, 16th, 17th, and 20th, 2022; and

WHEREAS the City of Milwaukie wishes to thank the Christmas Ships for bringing their annual floating parades to and through Milwaukie Bay.

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 December 2nd through December 21st, 2022, as **CHRISTMAS SHIPS DAYS** in Milwaukie, and hereby extends the city's warmest wishes for a successful parade season!

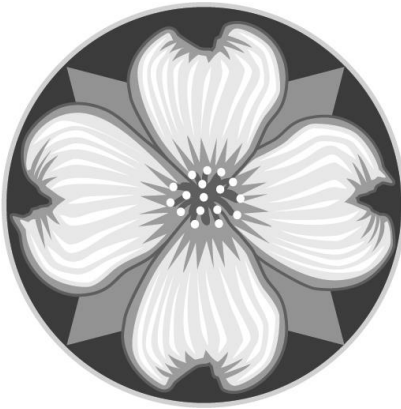
IN WITNESS WHEREOF, and with the consent of the City Council of the City of Milwaukie, I have hereunto set my hand on this 20th day of December 2022.

Mark F. Gamba, Mayor

ATTEST:

Scott S. Stauffer, City Recorder





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Consent Agenda

COUNCIL WORK SESSION

City Hall Council Chambers, 10722 SE Main Street
& Zoom Video Conference (www.milwaukieoregon.gov)

MINUTES

NOVEMBER 15, 2022

Council Present: Councilors Adam Khosroabadi, Lisa Batey, Desi Nicodemus, Council President Kathy Hyzy, and Mayor Mark Gamba

Staff Present: Kelly Brooks, Assistant City Manager
Justin Gericke, City Attorney
Adam Moore, Parks Development Coordinator
Ann Ober, City Manager
Peter Passarelli, Public Works Director
Natalie Rogers, Climate & Natural Resources Manager
Scott Stauffer, City Recorder
Luke Strait, Police Chief

Mayor Gamba called the meeting to order at 4:07 p.m.

1. Fireworks Ban – Discussion

Nick Browne, Clackamas Fire District #1 (CFD1) Chief, introduced Shawn Olson, CFD1 Fire Marshal. **Olson** presented firework facts such as how many firework permits were sold in the district for 2022, how many firework-related incidences CFD1 had responded to since 2018, noted that the state regulates when fireworks can be sold and deployed, and what kind of fireworks are legal, and percentages of firework related injuries. **Olson** stated that Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OARs) give authority to CFD1 to decide when and if permits for fireworks will be issued and the ability to revoke or postpone firework display events. **Olson** provided reasons why permits and events are denied and postponed.

Olson explained that ORS 480.111 gives authority to the city, to at any time pass an ordinance that would regulate the sale, display, or deployment of retail fireworks but enforcement would fall to the Milwaukie Police Department (MPD). **Olson** provided a list of cities that had banned fireworks, what their ordinance bans covered, and provided reasons cities had cited for ban ordinances. **Councilor Batey** asked for information on Grants Pass' fireworks ban, and **Olson** advised they could follow up with more details.

Olson presented a few options on how the city could proceed with fireworks enforcement. The group discussed the change from extreme to high fire danger conditions in 2021, who sets the fire danger condition levels, how a change from extreme to high could affect an ordinance based on extreme fire conditions, outright bans, how the city's code enforcement operated, the possibility of public professional firework displays being held at Milwaukie Bay or possibility of a laser or drone show, and other risks and issues with fireworks besides the risk of fire.

Councilor Khosroabadi asked for Browne's professional opinion on what type of ban CFD1 would like to see. **Browne** responded that CFD1's primary focus is on life safety and protecting property, thanked Council for their proactive approach, explained that CFD1 uses metrics to make decisions but that metrics cannot capture all the reasons for banning fireworks that Council had mentioned.

Councilor Batey asked Olson for a comparison on how many high risk fire condition days there were versus extreme and **Olson** replied there are more high risk days than extreme starting in mid-June and extend through the end of summer and lately into fall but would need to follow up with the details Batey was looking for.

The group discussed ban options and whether the city needed to offer a community fireworks or laser light event. **Council** agreed to consider adopting a total and unconditional ban in early 2023.

2. Camping Ordinance – Discussion

Strait reported that due to an increase in public camping and houselessness, staff recommended that Council adopt a camping ordinance. **Strait** reminded the group of MPD's mission, the city's community vision, and Council's goals. **Strait** explained why a camping ordinance was necessary and appropriate, presented partnerships that had been established to ensure houseless individuals are connected to resources, and explained that MPD's behavioral health specialist would start on November 28 and that the city was in negotiations with Clackamas County for a houseless peer mentor.

Strait provided an overview of the camping ordinance, the process an officer would go through prior to citing an individual, and the violation progression from a first to a third violation. **Strait** reviewed the campsite property removal process.

The group discussed the work that had gone into the ordinance, that the city was not looking to criminalize houselessness but connect those in need with the right people and resources, and noted that ordinances in surrounding cities may increase the need for Milwaukie's ordinance and resources.

Councilor Batey shared observations from a recent MPD ride along and expressed appreciation for MPD's work with the local houseless community.

Mayor Gamba believed the ordinance was a necessary step and commented on continuing the work to prevent houselessness.

Strait thanked staff for their work and acknowledged that adjustments to the ordinance may need to be made.

Council President Hyzy asked Strait to address the process for fined individuals. **Strait** explained why there is a fee, the intention of the use of a fee, and that the purpose is not for revenue but for the municipal court judge to connect the cited individual with resources.

Ober advised that the ordinance would be brought before Council on December 6.

3. Parks Update – Discussion

Moore summarized the lead up to the last parks presentation, on November 1, and what had happened after that presentation. **Moore** presented Balfour Park's site analysis, details and statics from the summer surveys and reviewed the community garden options presented at the last meeting. **Councilor Batey** asked for clarification on what the 34 inches on the red oak referred to and **Moore** responded that it was the diameter at breast height (DBH). **Moore** commented on grading concerns regarding the path and ideas submitted in a letter from the neighborhood district association (NDA). **Councilor Batey** asked Moore for clarification on audience space for performances and **Moore** clarified that the open space beyond the shelter's semi-circle could also be used as audience seating.

Moore presented Balfour Park's final draft plan that would be presented at a special Park and Recreation Board (PARB) meeting November 16 and pointed out the changes made as addressed by the consultants and arborists. **Moore** confirmed that a conversation had been had with the project manager for Clackamas County's Hillside

redevelopment project and at that time the community gardens were still a part of that project's design process. The current final draft plan for Balfour Park did not include a community garden as the only place for it would severely damage an existing tree. **Moore** provided the meeting details for the special PARB meeting.

Councilor Khosroabadi asked what the size of Balfour Park's community garden was supposed to be, and **Moore** shared what the garden would have entailed and that the main issue was the preparation the site would undergo, and that staff did try to consider if any other locations would be viable. **Moore** explained there was conflicting community input on whether to save the tree or install the garden.

Councilor Batey and **Moore** discussed what moving the shelter would entail. The group discussed the garden, some of the costs associated with removing the tree, whether the city should remove a tree after all the work with the tree code, and consideration for other community garden locations. A majority of Council was in favor of moving forward with keeping the tree and letting the community garden go, **Councilor Batey** wanted to wait to make a decision until comments were heard from the special PARB meeting.

4. Adjourn

Mayor Gamba announced that Council would meet in executive session pursuant to Oregon Revised Statute (ORS) 192.660(2)(e) to deliberate with persons designated by the governing body to negotiate real property transactions.

Mayor Gamba adjourned the meeting at 5:37 p.m.

Respectfully submitted,

Nicole Madigan, Deputy City Recorder

COUNCIL REGULAR SESSION

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Council Present: Councilors Adam Khosroabadi, Lisa Batey, Desi Nicodemus, Council President Kathy Hyzy, and Mayor Mark Gamba

Staff Present: Kelly Brooks, Assistant City Manager
Justin Gericke, City Attorney
Adam Heroux, Associate Planner
Brett Kolver, Senior Planner
Vera Koliass, Senior Planner
Ann Ober, City Manager

Michael Osborne, Assistant Finance Director
Peter Passarelli, Public Works Director
Natalie Rogers, Climate & Natural Resources
Manager
Scott Stauffer, City Recorder
Laura Weigel, Planning Manager

Mayor Gamba called the meeting to order at 6:06 p.m.

1. CALL TO ORDER

A. Pledge of Allegiance.

B. Native Lands Acknowledgment.

2. ANNOUNCEMENTS

Mayor Gamba announced upcoming activities, including leaf drop sessions, the pre-Thanksgiving Farmers Market, city manager open door sessions, and the city's annual umbrella parade and winter solstice events.

The group noted that Council President Hyzy was participating in the meeting via Zoom.

3. PROCLAMATIONS AND AWARDS

A. Milwaukie High School (MHS) Outstanding Student Achievement – Award

Kim Kellogg, MHS Principal, introduced Logan Law and Council congratulated them on their academic and extra-curricular activities.

B. MHS Update – Report

Kellogg provided an update on events and activities at MHS, including the Hispanic Heritage and Culture assembly and a student equity training.

4. SPECIAL REPORTS

A. None Scheduled.

5. COMMUNITY COMMENTS

Mayor Gamba reviewed the comment procedures. **Stauffer** reported there was no follow-up from the November 1 comments. No audience member wished to comment.

6. CONSENT AGENDA

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

A. City Council Meeting Minutes:

1. October 11, 2022, study session,
2. October 18, 2022, work session, and
3. October 18, 2022, regular session.

B. Resolution 73-2022: A resolution of the City Council of the City of Milwaukie, Oregon, affirming the appointment of a Library Board member to represent the city on the Clackamas County Library District Advisory Board.

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

Mayor Gamba announced that Council would proceed to the public hearing agenda items 8. A. and 8. B. before the business items.

8. PUBLIC HEARING

A. High Density Residential Zones Adoption – Ordinance

Call to Order: **Mayor Gamba** called the public hearing on the proposed amendments to the code, file #ZA-2022-002, to order at 6:37 p.m.

Purpose: **Mayor Gamba** announced that the purpose of the hearing was to take public comment on the proposed high density residential zones code amendments.

Conflict of Interest: No Council member declared a conflict of interest.

Staff Presentation: **Heroux** reviewed previous Council discussion on the proposed code changes, noted why the changes were necessary, and listed changes that included updating terms and processes. **Councilor Batey, Heroux, and Koliias** remarked on differences between residential care facility types and zoning requirements.

Koliias explained how the new terms would result in the consolidation of some zones. **Councilor Batey and Koliias** noted what the zoning was at the Hillside Development.

Koliias explained how the new terms would impact the development standards and result in higher density residential zones, and discussed revisions requested by Council related to the definition of single room occupancy (SRO) dwelling units. The group remarked on whether the code could support single family homes being redeveloped into SRO facilities with shared kitchen and bathroom facilities and noted what other cities have done to promote multi-generational groups living together.

Koliias provided an overview of whether a full consolidation of high-density residential zones could be adopted as requested by Council, noting what land uses and building standards would be allowed by right under a consolidated zoning model. **Koliias** reviewed the approval criteria and decision options for Council to consider.

Mayor Gamba and Koliias noted that the Planning Commission had not considered the full consolidation option, and **Councilor Batey and Koliias** noted which neighborhood district association (NDA) land use committees and interested groups had been informed of the proposed code changes.

Councilor Batey and Koliias remarked on code requirements that would remain in place to ensure that high density zones next to low density zones do not create dramatic building bulk and height differences.

Conduct of Hearing: **Mayor Gamba** reviewed the commenting procedures.

Audience Testimony: **Joseph Edge**, Planning Commissioner, expressed support for the code changes, proposed an additional change that would eliminate a setback requirement in the downtown area, and suggested there was Planning Commission support for a full consolidation of high-density zones. **Mayor Gamba and Edge** remarked on how the setback change would impact development projects.

Staff Response to Testimony: **Kolias** suggested that setback requirements could be eliminated but it would affect all zones if a full consolidation was implemented.

Close Public Comment: **It was moved by Councilor Nicodemus and seconded by Councilor Khosroabadi to close the public comment part of the hearing on the proposed high density residential zones code changes. Motion passed with the following vote: Councilors Khosroabadi, Batey, Nicodemus, and Hyzy and Mayor Gamba voting “aye.” [5:0] Mayor Gamba closed the public hearing at 7:23 p.m.**

Council Discussion: **Councilor Batey** expressed opposition to a full consolidation of zones and was somewhat in favor the setback elimination proposal.

Mayor Gamba and **Batey** remarked on whether full consolidation should be referred to the Planning Commission for discussion and what the impacts of consolidating zones could be. **Councilors Khosroabadi and Batey** commented on the types of businesses that could be allowed in all zones under a consolidated zoning map.

Council President Hyzy commented on the need for business input on the code changes and the growth of home-based businesses and expressed support for consolidating zones to encourage simplified and flexible uses.

Councilor Batey and **Mayor Gamba** remarked on differences in setback requirements in the current zoning and what the benefits could be of consolidating zones to allow for more uses. **Batey** expressed concern about losing less dense zoning.

Councilors Khosroabadi and Batey remarked on the impact of tall buildings in residential areas and making the code flexible to encourage more housing be built.

Councilor Khosroabadi expressed support for the proposed changes and agreed there was a need for input from the business community.

Councilor Batey expressed support for the proposed terminology and process updates and noted that future code change packages would present future chances for Council to consider the zoning code. **Mayor Gamba** and **Batey** commented on how much of an impact the neighborhood hubs code changes would have on zoning.

Council President Hyzy suggested the code changes be referred to the Planning Commission to further discuss the consolidation of zones.

Councilors Nicodemus and Batey discussed the usefulness of the less dense residential buffer zones around the high-density zones. **Councilor Batey** believed additional community discussion was necessary to consider a full zoning consolidation.

Mayor Gamba observed that four Council members supported a full zone consolidation with some further discussion about setback requirements. The group discussed whether to send the code changes back to the Planning Commission and **Weigel** noted the tight timeline for making the changes soon and keeping other projects on track. It was Council consensus to not refer the code changes to the Commission and for Council to consider a revised version of the code changes at the December 6 regular session.

Continue Hearing: **It was moved by Councilor Khosroabadi and seconded by Councilor Nicodemus to continue the hearing on the High-Density Residential Zones Adoption, file #ZA-2022-002, to a date certain of December 6, 2022. Motion passed with the following vote: Councilors Khosroabadi, Batey, Nicodemus, and Hyzy and Mayor Gamba voting “aye.” [5:0]**

B. Electric Vehicle (EV) Charging Infrastructure Code Amendments – Ordinance

Call to Order: **Mayor Gamba** called the public hearing on the proposed amendments to the code, file #ZA-2022-006, to order at 7:49 p.m.

Purpose: **Mayor Gamba** announced that the purpose of the hearing was to take public comment on the proposed EV charging infrastructure code amendments.

Conflict of Interest: No Council member declared a conflict of interest.

Staff Presentation: **Kelver** noted previous Council discussion on the code changes, explained that the changes were required by recent state law changes, and reviewed the proposed code changes related to level two EV charging station infrastructure.

Heroux discussed equity reasons for the changes, how the EV requirements related to the city's Climate Action Plan (CAP) goals and reviewed how the new code requirements would affect residential and commercial developments.

Kelver noted the decision options for Council and asked for feedback.

Mayor Gamba expressed support for the code changes. **Councilor Batey** expressed support but noted concern that the commercial requirements. **Mayor Gamba** and **Kelver** noted the changes would only impact new parking, not existing parking lots.

Correspondence: No correspondence had been received on the hearing topic.

Conduct of Hearing: **Mayor Gamba** reviewed the comment procedures.

Audience Testimony: **Michael Rinella**, Milwaukie resident, expressed concern about zone consolidation and requiring EV charging stations and encouraged Council to slow the process down and talk to businesses about the costs of the code changes.

Staff Response to Testimony: **Kelver** explained that the state had set a minimum level of required EV charging stations and Council had provided direction to require more than the state minimum. **Heroux** noted that a development applicant could seek a variance to revert to the state minimum requirement.

Close Public Comment: **It was moved by Councilor Nicodemus and seconded by Councilor Batey to close the public comment part of the hearing on the electric vehicle charging infrastructure code changes. Motion passed with the following vote: Councilors Khosroabadi, Batey, Nicodemus, and Hyzy and Mayor Gamba voting “aye.” [5:0]** **Mayor Gamba** closed the public hearing at 8:10 p.m.

Council Discussion: **Councilor Batey** expressed support for the code changes.

Council Decision: **It was moved by Councilor Batey and seconded by Councilor Khosroabadi for the first and second readings by title only and adoption of the ordinance amending Municipal Code (MMC) Title 19 Zoning Ordinance to establish electric vehicle charging infrastructure requirements (File #ZA-2022-006). Motion passed with the following vote: Councilors Khosroabadi, Batey, Nicodemus, and Hyzy and Mayor Gamba voting “aye.” [5:0]**

Ober read the ordinance two times by title only.

Stauffer polled the Council with **Councilors Khosroabadi, Batey, Nicodemus, and Hyzy** and **Mayor Gamba** voting “aye.” [5:0]

Ordinance 2221:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING MUNICIPAL CODE (MMC) TITLE 19 ZONING ORDINANCE TO ESTABLISH ELECTRIC VEHICLE CHARGING INFRASTRUCTURE REQUIREMENTS (FILE #ZA-2022-006).

Mayor Gamba recessed the meeting at 8:14 p.m. and reconvened at 8:20 p.m.

7. BUSINESS ITEMS

A. Climate Fund Adoption – Ordinance and Resolution

Staff Presentation: **Rogers** explained that the establishment of a climate fund had come about due to the need for a dedicated funding source to support the city's climate goals. **Rogers** reported that the fund structure had been created with consultant and Council assistance and input from residents and business owners through a community survey.

Rogers and **Passarelli** reviewed the proposed code changes related to the climate and stormwater funds, noting that a fee waiver process was part of the fund structure.

Councilor Batey asked about the impact of the fee waiver process on staff workload. **Rogers** remarked on what staff believed would take the most time in administering a new climate fund, adding that Council could refine the process as needed. The group remarked on existing development credits for construction projects that include stormwater infrastructure improvements.

Councilor Batey and **Rogers** reviewed the community survey results, noting how many people had responded and what climate projects responders supported.

Audience Testimony: **Mayor Gamba** reviewed the public comment procedures.

David James, Milwaukie resident, wondered if the city could use existing revenue to support a climate fund and suggested that a new fee be delayed due to inflation. **Mayor Gamba** and **James** clarified that James lived in the city and ran a rental business.

It was noted that Ken Crawford had submitted a comment card but was not present.

Rinella questioned who had received the climate fund survey and suggested the community did not support a new fee and that the fee would not help the climate.

Rita Lynn, Milwaukie resident, remarked on water usage rates, suggested the environment needed carbon dioxide, and urged Council to not adopt a climate fee.

Rob Reynolds, Milwaukie resident, suggested many could not afford a new fee and questioned the results of the survey and encouraged Council to refer the fee to voters.

Brad Reed, Milwaukie resident, expressed support for the climate fund and encouraged Council to adopt the fee.

Kirk Erwin, unincorporated Clackamas County resident, expressed support for the climate fund and remarked on the impacts of climate change.

Staff Response to Testimony: **Mayor Gamba** and **Rogers** noted the amount a rental property would pay if the fee were adopted. **Councilor Batey** and **Rogers** noted that businesses and rental properties had been invited to participate in the survey and that the fee, if adopted, would begin in March 2023.

Council Discussion: **Councilor Nicodemus** supported the climate fund and was concerned about adopting a fee now given the impacts of inflation and suggested Council wait to adopt it. **Mayor Gamba** and **Nicodemus** remarked on when would be a better time to adopt a fee and whether the next Council should make the decision.

Councilor Khosroabadi suggested Council wait to adopt the fee and conduct more community outreach and further refine what programs the climate fund would support.

Councilor Batey commented on the amount of community engagement done on the fund to-date, noted the lack of input from big businesses, and expressed support for adopting the climate fund fee to support the city's long-term climate work.

Council President Hyzy agreed the city needed to continue working on climate goals, observed that the community was asking for more conversation on the fee, and suggested Council conduct more outreach before adopting the fee.

The group discussed who would conduct additional outreach on the fee, noting the need for Council and staff to be involved which would take staff away from other climate work.

Councilor Nicodemus reiterated concern about passing a new fee now because of inflation, not because of the amount of engagement. **Councilor Batey** suggested a new fee could start on July 1 and **Nicodemus** suggested that the new Council be allowed to decide when and if the fee is adopted.

Mayor Gamba suggested that despite the correspondence Council had received against the fee many Milwaukians supported it. **Gamba** remarked that the intent of the fee was to support the city's climate work and agreed with inflation concerns but suggested the fee was necessary and called on Council to adopt it.

Councilor Khosroabadi agreed with Mayor Gamba's concerns about the climate, expressed concern about residents' ability to afford a new fee right now, and suggested the city slow down and take more time to explain and define the fund and fee.

Ober summarized that most of Council supported delaying the fee adoption; Council agreed and noted that the fee would be brought back for consideration in 2023.

B. Safe Access for Everyone (SAFE) / Street Surface Maintenance Program (SSMP), and Urban Renewal Bonding – Discussion

Brooks explained that Council would receive an update on the recommendation to issue additional bonds to fund infrastructure projects and introduced consultants John Peterson and Gulgan Ugur. **Brooks** reviewed previous SAFE program bond funding, the proposal to combine SAFE, SSMP, and urban renewal projects under one bond issuance, and noted how the proposed \$24 million in bond funds would be spent.

Councilor Batey and **Brooks** noted what projects would be covered by the SSMP program's bond funds and how SSMP and transportation projects were differentiated.

Brooks reviewed fiscal assumptions that had been made when the fiscal year (FY) 2023-24 budget had been adopted and noted changes that had come up since then.

Brooks replied to questions submitted by Councilor Batey, explaining why only one funding scenario had been presented and why slurry seal projects have their own line item. **Councilor Batey**, **Brooks**, and **Mayor Gamba** discussed ways to manage paying bond debt and staffing workloads. **Brooks** continued to respond to questions submitted by Batey, reporting that it would cost \$11 million to fund all projects currently "in design." **Councilor Batey** noted the questions had been raised during budget discussions.

Brooks noted infrastructure projects completed in the last two years.

Peterson discussed the previous three-year bonding structure adopted by Council in 2019, noted changes in the market and to debt rates since then, and remarked on differences between market and bank bonds, explaining that the staff recommendation was to seek the more flexible bank bonds. **Councilor Batey** and **Peterson** noted that the city was not paying as much on outstanding bond principal due to market rates and the city not issuing bonds in 2021.

Peterson noted the city's strong bond rating and explained how a possible recession could impact construction costs. **Council President Hyzy** asked how the city's debt load compares to other cities and **Peterson** explained that one of the city's strengths is its low indebtedness and that Milwaukie's debt was comparable to other cities.

Peterson presented information packets comparing market and bank bonds. The group discussed differences between the bonds, noting both were subject to the same federal regulations, that with either the interest amount would be less than the principal amount, and how bond projections factored in the possibility that the market rate would change.

Mayor Gamba expressed support for seeking bank bonds and **Peterson** remarked on the future of the market and when the city would want to seek bonds. **Ober** appreciated that the city would be able to refinance bank bonds.

Councilor Batey and **Ober** remarked on why the SAFE program build-out plan was now 11-years long, noting delays such as staffing and the COVID-19 pandemic.

Peterson highlighted and remarked on the historical interest rates graph in the packet.

Councilor Batey and **Peterson** noted that because voters had approved bond funding to rebuild the Ledding Library that debt was structured differently.

Brooks and **Ober** clarified that staffing paid for with bond funding could only be used for bond-funded projects, so some staff would be paid for by bond and stormwater funds.

It was Council consensus to proceed with seeking bank bonds instead of market bonds.

Councilor Batey noted previous and current concern about approving multiple tranches of bond funding for the SAFE program and **Ober** confirmed that Council would be asked to approve new rounds of bond funding over time as the community's goals shift.

9. COUNCIL REPORTS

None.

10. ADJOURNMENT

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

Mayor Gamba adjourned the meeting at 10:34 p.m.

Respectfully submitted,

Scott Stauffer, City Recorder

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Dec. 8, 2022

Reviewed: Nicole Madigan, Deputy City Recorder

From: Scott Stauffer, City Recorder

Subject: **Certification of the November 2022 Election Results**

ACTION REQUESTED

As required by the Milwaukie City Charter, Council is asked to acknowledge and certify the results of the election held on Tuesday November 8, 2022, as reported by the Clackamas County Elections Office.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Milwaukie City Councilors and the Mayor are elected to four-year terms that end at staggered times so that every two years either two or three positions appear on the November ballot. The individuals elected in November serve four-year terms beginning January of the next year.

To qualify to serve on Council, an individual must be a registered voter in the State of Oregon and have resided within the city limits for at least six months prior to the election. In 2022, the deadline to reside in city limits was May 8.

Individuals interested in running for Council positions begin the process by filing candidate and petition forms with the city's elections officer during the 30-day filing period as outlined in the charter. As of the 2022 filing deadline, August 30, seven individuals had filed and six had qualified to run for the three Council positions and the mayor's position on the November ballot. Qualified candidates included: Adam Khosroabadi for Council Position 1; Elvis Clark and Robert Massey for Council Position 2; Rebecca Stavenjord for Council Position 4; and Lisa Batey and Kathy Hyzy for Mayor.

In Oregon, counties administer all elections. Therefore, the Clackamas County Elections Office distributed, collected, and counted all ballots issued to Milwaukie voters. Historically, there have been a handful of registered voters who live in the Multnomah County part of the city. However, as of the 2022 election the only property within city limits located in Multnomah County is an industrial building, therefore there are no registered Milwaukie voters in Multnomah County and no canvass report from that county. Canvass reports submitted by the county are attached to this staff report as Attachment 1. As shown in the canvass reports, Adam Khosroabadi was reelected to Position 1, Robert Massey was elected to Position 3, Rebecca Stavenjord was elected to Position 4, and Lisa Batey was elected Mayor.

ANALYSIS

Per chapter IV, section 13 of the charter, election results "shall be made a matter of record in the record of the proceedings of the Council." Accordingly, the city elections officer asks that Council adopt a resolution acknowledging and certifying the results of the November 8, 2022 election.

Further, the charter also directs that certificates of election be issued to each elected person. Therefore, the city elections officer will issue the attached certificates to the elected individuals.

BUDGET, CLIMATE, & WORKLOAD IMPACTS

None.

COORDINATION, CONCURRENCE, OR DISSENT

The city elections officer worked with the Clackamas County Elections Office to ensure a smooth administration of the election. The Clackamas County Elections Office provided the election results attached to this staff report.

STAFF RECOMMENDATION

Staff recommends that Council accept and certify the results of the November 8, 2022, election in accordance with the charter directive to make the results a part of the Council record.

ALTERNATIVES

None.

ATTACHMENTS

1. Resolution
2. Election Results
3. Certificates of Election

COUNCIL RESOLUTION No.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
CERTIFYING THE RESULTS OF THE NOVEMBER 8, 2022, ELECTION.**

WHEREAS Chapter IV, Section 13 of the Milwaukie City Charter requires election results to be included in the proceedings of the City Council, and

WHEREAS the election results from the November 8, 2022, election have been certified by the Clackamas County Elections Office.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the certified election results attached to this resolution as “Exhibit A” are now made a part of the record of proceedings of the City Council.

Introduced and adopted by the City Council on **December 20, 2022.**

This resolution is effective immediately.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

Canvass Results

Official

Run Time 11:42 AM
Run Date 12/05/2022

Attachment 6. B. 2.

Clackamas County

November 8, 2022 General Election

11/8/2022

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Official Results

Registered Voters
216733 of 313875 = 69.05%

Precincts Reporting
86 of 86 = 100.00%

City of Milwaukie, Mayor - Vote for one

Precinct	Lisa Batey	Kathy Hyzy	Write-in (W)	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
622	839	822	16	1,677	337	0	0	2,014	2,014	2,833	71.09%
626	1,468	1,615	22	3,105	569	0	0	3,674	3,674	5,444	67.49%
630	2,405	2,255	39	4,699	889	1	0	5,589	5,589	7,946	70.34%
Totals	4,712	4,692	77	9,481	1,795	1	0	11,277	11,277	16,223	69.51%



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY: Sherry Hall

Canvass Results

Official

Run Time 11:42 AM

Run Date 12/05/2022

Clackamas County

November 8, 2022 General Election

11/8/2022

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Official Results

Registered Voters

216733 of 313875 = 69.05%

Precincts Reporting

86 of 86 = 100.00%

City of Milwaukie, Councilor, Position 1, 2-year Unexpired Term - Vote for one

Precinct	Adam Khosroabadi	Write-in (W)	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
622	1,052	16	1,068	946	0	0	2,014	2,014	2,833	71.09%
626	1,902	21	1,923	1,751	0	0	3,674	3,674	5,444	67.49%
630	2,829	45	2,874	2,715	0	0	5,589	5,589	7,946	70.34%
Totals	5,783	82	5,865	5,412	0	0	11,277	11,277	16,223	69.51%



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY:

Sherry Hall

Canvass Results

Official

Run Time 11:42 AM

Run Date 12/05/2022

Clackamas County

November 8, 2022 General Election

11/8/2022

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Official Results

Registered Voters
216733 of 313875 = 69.05%

Precincts Reporting
86 of 86 = 100.00%

City of Milwaukie, Councilor, Position 2 - Vote for one

Precinct	Elvis Clark	Robert Massey	Write-in (W)	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
622	622	936	5	1,563	451	0	0	2,014	2,014	2,833	71.09%
626	964	1,847	13	2,824	850	0	0	3,674	3,674	5,444	67.49%
630	1,751	2,618	16	4,385	1,204	0	0	5,589	5,589	7,946	70.34%
Totals	3,337	5,401	34	8,772	2,505	0	0	11,277	11,277	16,223	69.51%



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY: Sherry Hall

Canvass Results

Official

Run Time 11:42 AM
Run Date 12/05/2022

Clackamas County

November 8, 2022 General Election

11/8/2022

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Official Results

Registered Voters
216733 of 313875 = 69.05%

Precincts Reporting
86 of 86 = 100.00%

City of Milwaukie, Councilor, Position 4 - Vote for one

Precinct	Rebecca Stavenjord	Write-in (W)	Cast Votes	Undervotes	Overvotes	Miscellaneous Write-ins	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
622	1,059	19	1,078	936	0	0	2,014	2,014	2,833	71.09%
626	1,940	22	1,962	1,712	0	0	3,674	3,674	5,444	67.49%
630	2,885	58	2,943	2,646	0	0	5,589	5,589	7,946	70.34%
Totals	5,884	99	5,983	5,294	0	0	11,277	11,277	16,223	69.51%



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY: Sherry Hall

CERTIFICATE OF ELECTION



This certifies that at the **November 8, 2022**, General Election held in the City of Milwaukie, County of Clackamas, State of Oregon,

Adam Khosroabadi

was elected to the **Office of City Council Position No. 1** for a term beginning **January 2023** and ending **December 31, 2024**.

As directed by the City Charter, I have placed the seal of the City of Milwaukie and signed this certificate, on **December 20, 2022**.

Scott S. Stauffer, City Recorder



CERTIFICATE OF ELECTION



This certifies that at the **November 8, 2022**, General Election held in the City of Milwaukie, County of Clackamas, State of Oregon,

Robert Massey

was elected to the **Office of City Council Position No. 2** for a term beginning **January 2023** and ending **December 31, 2026**.

As directed by the City Charter, I have placed the seal of the City of Milwaukie and signed this certificate, on **December 20, 2022**.

Scott S. Stauffer, City Recorder



CERTIFICATE OF ELECTION



This certifies that at the **November 8, 2022**, General Election held in the City of Milwaukie, County of Clackamas, State of Oregon,

Rebecca Stavenjord

was elected to the **Office of City Council Position No. 4** for a term beginning **January 2023** and ending **December 31, 2026**.

As directed by the City Charter, I have placed the seal of the City of Milwaukie and signed this certificate, on **December 20, 2022**.

Scott S. Stauffer, City Recorder



CERTIFICATE OF ELECTION



This certifies that at the **November 8, 2022**, General Election held in the City of Milwaukie, County of Clackamas, State of Oregon,

Lisa Batey

was elected to the **Office of Mayor**

for a term beginning **January 2023** and ending **December 31, 2026**.

As directed by the City Charter, I have placed the seal of the City of Milwaukie and signed this certificate, on **December 20, 2022**.

Scott S. Stauffer, City Recorder



COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Nov. 30, 2022

Reviewed: Laura Weigel, Planning Manager

From: Scott Stauffer, City Recorder

Subject: Planning Commission Appointment

ACTION REQUESTED

As outlined in the Milwaukie Municipal Code (MMC), Council is asked to approve a resolution making an appointment to the Planning Commission.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

On July 29, 2022, the individual nominated to fill the vacant position participated in an interview process and was identified by the interview panel as an alternate candidate for future vacancies.

On November 8, Planning Commissioner Robert Massey was elected to the City Council.

In November, following the election, staff received confirmation from the nominated individual that they were still interested in serving on the Commission.

Effective on December 14, Massey resigned from Commission position 4 to take a seat on Council, therefore creating a vacancy on the Commission.

ANALYSIS

Authority to fill city board and committee (BC) vacancies is granted to the Mayor and Council by Section 26 of the City Charter. To fill vacant positions, members of Council along with appropriate staff liaisons and committee chairs recruit volunteers and usually conduct interviews from applications received by the city, however interviews are not required by the MMC. Appointed individuals serve for a term length determined by the MMC. Upon the completion of a term, if the individual is eligible, they may be reappointed by Council to serve another term.

Committee appointments are made when a term expires or when a position is vacated. All BC terms expire on June 30. Some committees have positions nominated by neighborhood district associations (NDAs) instead of by an interview panel. NDA-nominated appointments are noted.

Most BC positions are term-limited, meaning there is a limit to the number of times that members can be re-appointed. The nominated individual would be appointed to complete a term that has already started. The nominated individual would be eligible for reappointment to future terms.

The nominated individual was identified as an alternate appointee to the Planning Commission during an interview process for Commission candidates. The interview panel consisted of Councilors Adam Khosroabadi and Desi Nicodemus, the Commission chair, and the Commission staff liaison. Accordingly, when position 4 became vacant the nominated individual was on the alternate list and has therefore been nominated to fill the vacant position.

Aaron Carpenter has been nominated to fill Planning Commission position 4. Aaron has lived in the city since 2021 and is a professional planner with experience working for cities in Oregon, California, and Illinois, and previously served on the board of a nonprofit homeless shelter.

BUDGET, WORKLOAD, AND CLIMATE IMPACTS

There are no fiscal, workload, or climate impacts associated with the recommended actions.

COORDINATION, CONCURRENCE, OR DISSENT

Staff worked with Council members, the Planning Commission staff liaison, and chair, to conduct interviews in July and to confirm the nomination of the identified individual.

STAFF RECOMMENDATION

Staff recommends the following appointment:

Planning Commission: 4-year terms, limit of 2 consecutive terms.

<u>Position</u>	<u>Name</u>	<u>Term Start Date</u>	<u>Term End Date</u>
4	Aaron Carpenter	12/20/2022	6/30/2025

ALTERNATIVES

Council could decline to make the recommended appointment which would result in a continued vacancy on the Commission.

ATTACHMENTS

1. Resolution



COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, MAKING AN APPOINTMENT TO THE PLANNING COMMISSION.

WHEREAS Milwaukie Charter Section 26 authorizes the Mayor, with the consent of the Council, to make appointments to boards and committees (BCs); and

WHEREAS the individual being considered for appointment participated in an interview process and was identified by the interview panel of City Council members, the Planning Commission chair, and staff liaison, as an alternate for future Commission vacancies; and

WHEREAS a vacancy now exists on the Planning Commission; and

WHEREAS staff recommends that the following individual be appointed to fill the current vacancy:

Planning Commission: 4-year terms, limit of 2 consecutive terms.

Position	Name	Term Start Date	Term End Date
4	Aaron Carpenter	12/20/2022	6/30/2025

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the individual named in this resolution is appointed to the identified city board, committee, or commission for the term dates noted.

Introduced and adopted by the City Council on **December 20, 2022.**

This resolution is effective immediately.

ATTEST:

Mark F. Gamba, Mayor
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: Nov. 30, 2022

Reviewed: Michael Osborne, Assistant Finance Director,
Mary Quinn, Municipal Court Clerk,
Joyce White, Utility Billing Account Technician, and
Kelli Tucker, Accounting & Contracts Specialist

From: Scott Stauffer, City Recorder

Subject: **Authorization of Debt Collection Services Contract**

ACTION REQUESTED

Council is asked to adopt a resolution (Attachment 1) authorizing a personal services agreement with The Western Agency for municipal court and utility billing debt collection services.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

In 1995, the city contracted with Metro Area Collection (MAC) Service, Inc. for debt collection services. Prior to this contract, city staff worked to recover past due account balances.

In 2000, the city contracted with Valley Credit Service, Inc. for debt collection services.

In 2004, the city initiated a new contract with Valley Credit for debt collection services.

In 2007, the city initiated a new contract with Valley Credit for debt collection services.

[December 15, 2015](#): Council adopted Resolution 108-2015 authorizing a debt collection services contract with Valley Credit for the period of January 1, 2016, through December 31, 2020.

December 23, 2020: As allowed by the contract, the city and Valley Credit agreed to extend the contract for an additional one-year term, through December 31, 2021.

December 1, 2021: As allowed by the contract, the city and Valley Credit agreed to extend the contract for a final one-year term, through December 31, 2022.

Fall 2022: As the end of the city's current contract with Valley Credit approached at the end of 2022, the city administered a request for proposals (RFP) process to solicit bids from debt collection service providers, as required by the city's public contracting rules (PCRs). Four providers submitted proposals and a staff panel reviewed and scored the proposals.

December 5: The city issued a notice of intent to award (Attachment 4) a contract for debt collection services to The Western Agency.

ANALYSIS

In the administration of judicial and utility operations, the city's municipal court and finance departments have customer accounts from which staff are unable to collect outstanding fees, fines, and payments. To collect these outstanding debts, the city contracts with a debt collection services provider. All debt collection service providers must comply with federal, state, and local laws and regulations. It has long been the city's expectation that any contractor chosen for this

work operates in a courteous and businesslike manner and be committed to ethical and fiscal values that align with the city’s values. The city has contracted with two debt collection providers since the early 1990s, Metro Area Collections and Valley Credit.

The city’s current contract with Valley Credit will expire on December 31, 2022, after having been extended for the maximum two additional one-year terms. Accordingly, staff developed and published an RFP for debt collection services. As of the proposal due date of November 22, four qualified bidders have submitted proposals. A staff panel reviewed and scored the proposals as outlined in the table below.

Bidder	Submitted on Time	Qualifications	Service Understanding/Approach	Service Timeframe	Fee Evaluation	COBID Certified	DEI	TOTAL
(Perfect Score)	Pass/Fail	30	15	15	20	10	10	100
Metro Area Collection	Pass	15	8	10	17	10	5	65
Professional Credit	Pass	23	10	13	20	0	9	75
Valley Credit Services	Pass	14	5	10	17	0	5	51
Western Agency	Pass	25	13	13	17	0	8	76

As outlined in the RFP document (Attachment 2), the scoring total was 100 points based on the categories listed in the table above. As part of its consideration of the identified categories, the panel considered a bidder’s experience with other local governments, proposed fee rates, technological capabilities, and customer service when determining a score. The highest scored bidder with 76 points was The Western Agency, based in Portland, Oregon.

On December 5, a notice of intent to award (Attachment 3) was posted to the city’s bid management website (bids.milwaukieoregon.gov/rfp/request-proposals-debt-collection-services-0). An automatic notice was sent to all interested parties, including the four providers who submitted proposals. In addition, a separate email was sent to The Western Agency notifying them that the review panel intended to award the contract to their company.

As of this report, staff are working with The Western Agency to negotiate and finalize a contract. The city is proposing a contract that would begin January 1, 2023, and run for an initial two-year period through December 31, 2025, with the option to extend for two additional two-year terms.

If Council approves the recommendation to award a contract to The Western Agency for the city’s debt collection service needs, it will mean that the city would be changing providers. Accordingly, any new accounts that need to be referred to a debt collection agency would be referred to The Western Agency. Per the current and previous contracts with MAC and Valley Credit, accounts that have been referred to those providers will most likely remain with those providers until they have been paid in full or the judgments have expired. However, with the start of a new contract with a new vendor, staff may review all accounts that have been referred to a collection service and may determine that it is in the city’s interest to recall and handle certain accounts directly or refer some accounts to the new provider.

BUDGET IMPACT

Over the initial term of the proposed contract, the city would receive 100% of the principal amount due and 50% of the interest received on each account collected by The Western Agency.

WORKLOAD IMPACT

If authorized, a contract with The Western Agency would mean a change in the city’s debt collection service provider. The city would transition to the new provider in early 2023. It is expected that staff would need to dedicate additional time to supporting this provider transition. Once the transition was complete, staff does not foresee any additional workload impacts.

CLIMATE IMPACT

The proposed contract would have a minimal or no impact on the climate. However, a part of The Western Agency’s proposal discussed a long-term strategic move toward more sustainable practices, including paper and digital recycling, and the promotion of digital tools for their employees and customers to use.

COORDINATION, CONCURRENCE, OR DISSENT

Municipal court and finance staff concur with the recommendation to award a personal services agreement for debt collection services to The Western Agency.

STAFF RECOMMENDATION

Staff recommends that Council adopt a resolution authorizing the city manager to execute a contract with The Western Agency for debt collection services.

ALTERNATIVES

Council could:

1. Direct staff to seek additional debt collection service proposals, which would delay the award of a contract into 2023 leaving the city without such a provider as of January 1, 2023, or
2. Decline to authorize the proposed contract, which would result in the city not having a debt collection services provider as of January 1, 2023.

ATTACHMENTS

1. Resolution
2. RFP Document
3. Notice of Intent to Award



COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH THE WESTERN AGENCY FOR DEBT COLLECTION SERVICES.

WHEREAS the administration of municipal court and utility billing operations require the city to contract with a debt collection services provider, and

WHEREAS a formal solicitation was issued in compliance with the city’s public contracting rules to contract for debt collection services and four responsive proposals were received, and

WHEREAS a selection panel consisting of city staff evaluated the proposals and selected The Western Agency as the proposal that would best meet the city’s debt collection needs.

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 a personal services agreement with The Western Agency, a Division of Boek, Inc., for debt collection services, for an initial two-year term with the option of extending the contract for up to two (2) two-year extensions.

Introduced and adopted by the City Council on **December 20, 2022**.

This resolution is effective immediately.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

Date: 10/31/2022



REQUEST FOR PROPOSALS

DEBT COLLECTION SERVICES

DATE DUE: 11/22/2022

TIME DUE: 5:00 P.M.

Addendum #1

This addendum modifies the original solicitation document and is included in the RFP documents. Receipt of this addendum must be acknowledged on the Standard Proposal Form. The RFP is amended as follows:

The RFP due date was incorrectly listed as November 15, 2022, under Section 1 and Section 2.3 of the RFP document.

Sections 1 and 2.3 have been updated in the revised RFP document posted online.

Questions?

Submit to Milwaukie's Bid Management System:

<https://bids.milwaukieoregon.gov/node/add/rfpquestion?nid=10781&destination=/node/10781>

Submit Proposals To:

City of Milwaukie

Email to: stauffers@milwaukieoregon.gov

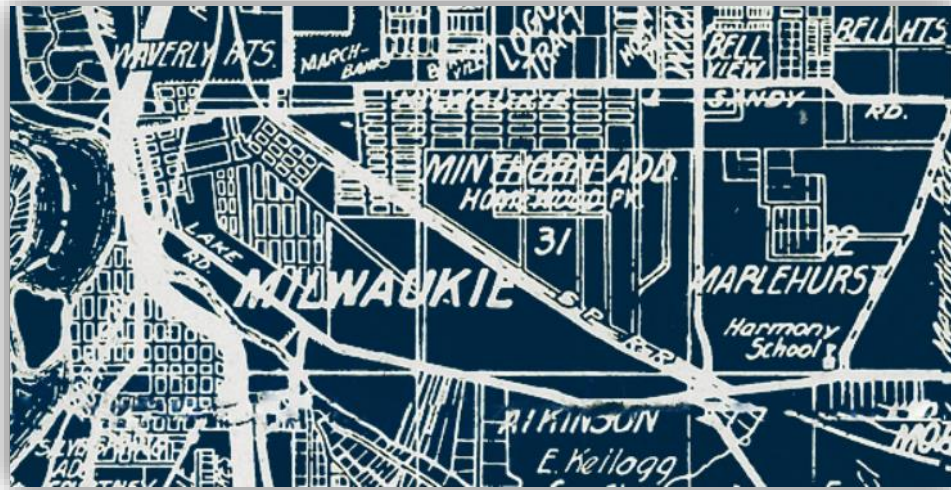
City of Milwaukie – City Recorder

Attn: Scott Stauffer

Subject Line: Debt Collections Services RFP



CITY OF MILWAUKIE



REQUEST FOR PROPOSALS FOR DEBT COLLECTION SERVICES

Issue Date	Proposal Due Date
November 1, 2022	Tuesday, November 22, 2022 5 p.m. PST

City of Milwaukie
Municipal Court & Finance Department
10722 SE Main Street
Milwaukie, OR 97222
503.786.7502

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SECTION 1: ANNOUNCEMENT

The City of Milwaukie (City) is seeking proposals from qualified and experienced firms or individuals for municipal court and utility billing debt collection services. Proposing firms should possess strong qualities in communication, timeliness and competency. A complete description of services is provided under Section 3 of this document. The City's objective is to enter into an agreement that will provide these comprehensive services.

The Request for Proposals (RFP) documents may be obtained at no cost at <http://bids.milwaukieoregon.gov/>. Proposers will be required to login in order to access the bid documents.

The City's expectation of any consultant the City contracts with is that the consultant's values align with the City's values of highly ethical conduct, fiscal responsibility, respect for the City and others, and responsiveness to the City's customers.

The City is committed to ensuring equity and fairness in its contracting and purchasing process and increasing opportunities for minority-owned, women-owned, service-disabled veteran-owned, and emerging small businesses enterprises. Furthermore, the City strongly encourages its consultants to utilize these businesses when providing services and materials for city contracts and projects.

Proposals must be submitted to the City of Milwaukie, Attn: Scott Stauffer, City Recorder, stauffers@milwaukieoregon.gov. Proposals will be received until 5:00 p.m. (PST) on **Tuesday, November 22, 2022**, for the purpose of selecting a proposal who evidences the highest level of qualifications to provide collection services. Proposals received after the deadline will not be considered.

SECTION 2: GENERAL INFORMATION

2.1 City Information

Milwaukie is a community where citizens, businesses and city government work together to ensure that the community retains its small-town character, natural beauty, and thriving public events. The City incorporated in 1903 and serves a population of over 20,000. The City provides a rich and vibrant atmosphere and is close to the region's business core and urban amenities. The City is comprised of seven neighborhood districts and two business industrial districts.

The City is a full-service municipality that operates under a council-manager form of government. The four elected councilors and the elected mayor comprise the City Council and act as representatives of the citizens. City Council sets policies for city government, enacts ordinances and hires, directs and evaluates the city manager, city attorney and municipal judge. In turn, the city manager is the City's chief executive officer, responsible for overall management and administration.

Municipal services are provided by city employees and headed by the city manager. The City operates its own police department, municipal court, community development, water, sewer and stormwater utilities, street operations, planning, engineering, fleet management and library. Part of being good stewards of the resources provided to the municipal government is to ensure the timely and efficient collection of debts owed to the city. The city is looking for a collection services vendor who can help ensure that the financial resources due to the city are collected.

2.2 Issuance of RFP Documents

RFP documents may be obtained at no cost from the City's Bid Management System at <http://bids.milwaukieoregon.gov/>. Proposers will be required to login in order to access the solicitation documents.

Scott Stauffer, City Recorder, is the sole point of contact for this RFP and may be reached at 503-786-7502 or stauffers@milwaukieoregon.gov. All questions and clarifications for this RFP must be addressed through the City's Bid Management System.

2.3 Proposal Submission

Proposals must be submitted by 5:00 p.m. PST, on **Tuesday November 22, 2022**, in one of the following electronic methods:

- Proposers may provide a link to a secure, shared file transfer site where the proposal document (in PDF format) may be retrieved by the City. The email notice of the shared link will act as the timestamp for when a proposal is received; therefore, the email notice must be received by the City by the deadline. Proposers may utilize a file transfer site of their choosing; or
- Electronic submissions may be sent directly by email when the file size does not exceed 25MB (City's maximum size allowance for incoming email). Proposers should submit their complete proposals as an attachment within a single email. Multiple emails with parts of proposal documents may not be accepted.

Proposals must be submitted electronically to:

Scott Stauffer, City Recorder
Municipal Court
stauffers@milwaukieoregon.gov

2.4 Schedule of Events

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

- | | |
|---|-------------------------------|
| • RFP release | November 1, 2022 |
| • Deadline for changes/clarifications/questions | November 10, 2022, 5 p.m. PST |
| • Deadline for protests of solicitation | November 10, 2022, 5 p.m. PST |
| • Deadline to issue addenda | November 15, 2022, 5 p.m. PST |
| • Proposals due | November 22, 2022, 5 p.m. PST |
| • Evaluations of proposals complete | December 2, 2022 |
| • Posting of notice of intent to award | December 5, 2022 |
| • Deadline for protests of award | December 12, 2022, 5 p.m. PST |
| • City Council hearing | December 20, 2022 |
| • Commencement of Agreement | January 1, 2023 |

2.5 Changes to Solicitation by Addenda

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

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

A prospective Proposer may request a change in the RFP by submitting a written request to the address set forth in Subsection 2.2. The request must specify the provision of the RFP in question and contain an explanation of the requested change. All requests for changes to the RFP must be submitted to the City no later than the date set forth in Subsection 2.4.

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

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

2.6 Confidentiality

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

2.7 Cancellation

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

2.8 Late Proposals

All proposals that are not received by the proposal due date in Subsection 2.4 will not be considered. Delays due to email delivery, including, but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the proposal to the correct location by the proposal due date.

2.9 Disputes

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

2.10 Proposer's Representation

Proposer, by the act of submitting a proposal, represents that:

- A.** They have read and understand the proposal documents and their proposal is made in accordance therewith;
- B.** They have familiarized themselves with the local conditions under which the work will meet their satisfaction;
- C.** Their proposal is based upon the requirements described in the proposal documents without exception, unless clearly stated in the response.

2.11 Submittal Conditions

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

- A. The Proposer and each person signing on behalf of any Proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or part by the City, has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof other than as fully described in the Proposer's response to this solicitation.
- B. The Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and, if its proposal is accepted, the Proposer will accept the contract documents thereto unless substantive changes are made in same without the approval of the Proposer.
- C. The Proposer, if an individual, is of lawful age; is the only one interested in this proposal; and that no person, firm, or corporation, other than that named, has any interest in the proposal, or in the proposed contract.
- D. The Proposer has quality experience providing professional services to government entities in a capacity similar to the duties outlined within the scope of services.

2.12 Interpretation of RFP Documents

Proposer will promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the proposal documents. Proposers requiring clarification or interpretation of the proposal documents will make a written request for the same to the City's sole point of contact.

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

2.13 Requests for Additional Information

Requests for information regarding City services, programs, or personnel, or any other information must be submitted in writing to the City's sole point of contact, prior to the deadline to request additional information stated in Subsection 2.4.

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

Information about the municipal court can be found at www.milwaukieoregon.gov/municipalcourt and utility billing at www.milwaukieoregon.gov/utilitybilling.

2.14 Competition

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

2.15 Complaints and Inequities

All complaints or perceived inequities related to the RFP or award of work referenced herein must be in writing and directed to the City's sole point of contact. Such submittals will be reviewed upon receipt and will be answered in writing.

2.16 Cost of RFP and Associated Responses

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

2.17 Requests for Clarification, Additional Research, and Revisions

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

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

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

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

2.18 Solicitation Protest Procedures

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

Protests must be addressed as follows:

Scott Stauffer, City Recorder
Municipal Court
stauffers@milwaukieoregon.gov

Protests must include:

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

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

2.19 Rejection of Proposals

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

- A.** Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
- B.** Failure of the Proposer to submit a proposal in the format specified herein.
- C.** Failure of the Proposer to submit a proposal within the time requirements established herein.

- D. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the proposal process.

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

2.20 Modification or Withdrawal of Proposal by Proposer

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

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

2.21 Proposal Ownership

All Proposals submitted become and remain the property of the City and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.345 and 192.355.

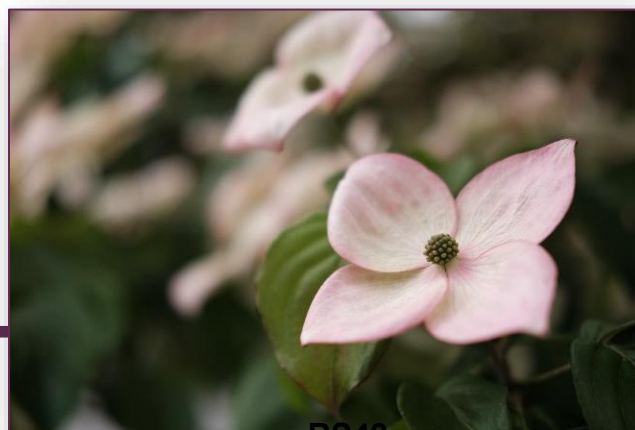
Unless certain pages or specific information are specifically marked "proprietary" and qualify as such within the context of the regulations stated in the preceding paragraph, the City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP without obtaining permission from any Proposer only after a notice of intent to award the contract has been issued.

2.22 Duration of Proposal

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

2.23 Affirmative Action/Nondiscrimination

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



SECTION 3: SCOPE OF WORK

3.1 Term of Service

The agreement resulting from this RFP will commence on or about January 1, 2023, extending through December 31, 2024, with up to two (2) two-year renewal periods of January 1, 2025, to December 31, 2026, and January 1, 2027, to December 31, 2028.

3.2 Scope of Work

Selected firm (herein referred to as "Consultant") shall be responsible for the accurate, timely and professional provision of collection services for the City's delinquent debts for utility accounts, municipal code violations, traffic violations and any new fees as created by City during the time of this contract.

3.2.1. Specific Responsibilities

- A. Consultant and the City shall agree upon a uniform, specific set of reinstatement procedures for clients whose driver's license has been suspended by the Municipal Court. Such procedures may accompany every transaction between the Consultant and City's clients and shall be clear and easily understood by the client needing reinstatement upon payment of past due fines.
- B. City will provide a list of clients who have not made payment in over 90+ days on utility accounts. These will be clients who have not paid for a variety of reasons whom the city has tried to collect and been unsuccessful. City will provide all last known information for clients in hopes Consultant and collect.
- C. Consultant shall provide the City with electronic monthly, quarterly, and annual reports in a Microsoft Excel format or other format easily converted into Excel. These regular reports may be generated from report structures that the Consultant already uses or has available; the City and Consultant will discuss and agree on the most efficient report structure. It is highly recommended that the Consultant provide example reports to the City. Reporting for utility accounts and municipal court accounts shall be split by each department and reported separately. Reports are to be provided to City within two (2) weeks of the applicable period end. Because the City operates on a July 1 fiscal year, all reports should be presented for July 1 through June 30. Below is information typically needed in each report:
 1. Monthly - for those accounts turned over for collection:
 - a. Total amount referred for the month and to-date for the fiscal year.
 - b. Total amount collected, total principal collected, total interest collected, total fees collected, amount due to the City on each account that had collection activity during the month and for the fiscal year to date.
 - c. Length of time the Consultant has had each account.
 - d. A list of accounts and balances the Consultant does not expect to collect.
 - e. A list of accounts currently being litigated in the court system; and
 - f. A list of accounts that have failed payment arrangements (required).
 2. Quarterly - a summary of monthly collection reports:
 - a. Listing of open accounts to date.
 - b. Paid to date (by fiscal year).
 - c. Balances at quarter's end.
 3. Annually - a summary of the fiscal year's collection activity:

- a. Number of accounts open at the start of the fiscal year, referred during the year, closed/fully collected during the year, abandoned during the year, and open at fiscal year-end with collections in process; and
- b. Account balances at the beginning of the fiscal year, added during the year, collected during the year, abandoned during the year, and the outstanding balances at year-end.

3.2.2. Withdrawal of Accounts

Any account listed may be withdrawn at any time after the date assigned upon written or electronic notification from the City.

3.2.3. Programs

Consultant shall assist and participate in driver's license reinstatement or reduced payment programs. Advertising will be agreed on by the Contractor and City. Consultant shall pay 50 percent of the advertising cost.

3.2.4. Collection Process

The following are specific collection procedures that the Consultant will follow concerning the City's accounts:

A. Municipal Court Accounts

1. Consultant shall receive accounts electronically from the City.
2. Consultant shall send the first notice to the debtor by the next day along with an electronic acknowledgement to the City's municipal court department. The account shall be assigned to a collector the same day the notice is mailed to the debtor and telephone calls shall begin the following business day.
3. Consultant shall contact debtor by telephone and request the balance in full. If debtor is unable to pay in full, the Consultant shall make every effort to arrange a monthly payment plan.
4. If the debtor's driver's license has been suspended by the municipal court, the municipal court shall reinstate debtor's driving privileges after debtor pays the full balance or no less than 25 percent of the total amount due and agrees to a signed monthly payment arrangement with the debtor. Consultant shall only accept cash, credit or debit card, money order, or cashier's check. Consultant shall notify the municipal court department by email of the debtor's account status with notice of payment in full or payment arrangement, including a copy of the signed payment arrangement
5. If payment arrangements are not kept, Consultant shall notify the municipal court of the failed arrangement through monthly reporting. If the debtor's driving privileges were reinstated per a payment arrangement, the municipal court may issue the debtor a show cause hearing order. If a debtor has failed a previous payment arrangement with the Consultant and the debtor's driver's license is resuspended by the Court, the debtor must make payment in full or petition the court to receive a reinstatement.
6. If debtor has no telephone number and no mail returns have been received, Consultant shall search for assets. If employer or bank account is found through the search, Consultant shall start the litigation process. Once City approves of litigation, Consultant shall send a demand letter to debtor advising of a suit to be filed in ten (10) days. If no response is received, Consultant shall proceed to litigation.
7. If debtor has no assets and there is no way to contact debtor, Consultant shall follow-up quarterly by pulling credit reports and skip tracing.

8. Once a month, Consultant shall generate check and remittance advices for payments within the last calendar month. Municipal court will receive from the Consultant one check payment for the principal collected on each account and a separate check payment for the interest collected on each account. The check and remittance shall be mailed to the City by Consultant. Consultant may also be required to provide remittance advice for municipal court principal payments in an XML format file.
9. Consultant shall notate every communication and process that occurs on every account. All notations will be time and date stamped.
10. Consultant shall gear all correspondence and available payment methods in accordance with the Fair Debt Collection Practices Act (FDCPA).
11. All complaints shall be handled through the Consultant's assigned contract manager.

B. Utility Billing Accounts

1. Consultant shall receive accounts electronically from the City.
2. Consultant shall send acknowledgements of accounts sent from the City.
3. Consultant shall send the first notice to the debtor by the next day along with an electronic acknowledgement to the City's utility billing department. The account shall be assigned to a collector the same day the notice is mailed to the debtor and telephone calls shall begin the following business day.
4. Consultant shall contact debtor by telephone and request the balance in full. If debtor is unable to pay in full, the Consultant shall make every effort to arrange a monthly payment plan to be signed personally or electronically by the debtor.
5. Consultant shall only accept cash, credit or debit card, money order, or cashier's check for utility billing payments.
6. If debtor has no telephone number and no mail returns have been received, Consultant shall search for assets. If employer or bank account is found through the search, Consultant shall start the litigation process. Once City approves of litigation, Consultant shall send a demand letter to debtor advising of a suit to be filed in ten (10) days. If no response is received, Consultant shall proceed to litigation.
7. If debtor has no assets and there is no way to contact debtor, Consultant shall follow-up quarterly by pulling credit reports and skip tracing.
8. Once a month, Consultant shall generate check and remittance advices for payments within the last calendar month. Consultant shall issue check to utility billing department Utility billing will receive from the Consultant one check payment for the principal collected on each account and a separate check payment for the interest collected on each account. Consultant shall provide each department with remittance advice. The check and remittance shall be mailed to the City by Consultant.
9. Consultant shall notate every communication and process that occurs on every account. All notations will be time and date stamped.
10. Consultant shall gear all correspondence and available payment methods in accordance with the Fair Debt Collection Practices Act (FDCPA).
11. All complaints shall be handled through the Consultant's assigned contract manager.

3.2.5. Monitoring and Evaluation

The City may evaluate collection efforts by requesting for unscheduled reports, review of collection methods, and record keeping. All such requests will focus on obtaining the most successful collection efforts possible. Consultant will be informed of the outcome of such requests and will be expected to work with the City to correct any issues identified.

3.2.6 Compensation

In the rare and unlikely event, the City receives payment on an item directly, which had previously been sent to collection and not withdrawn, the City will inform Consultant and make payment arrangements on a case-by-case basis.

SECTION 4: PROPOSAL AND PROPOSER REQUIREMENTS

4.1 Proposal Submittal

Proposals, including attachments, must be addressed and delivered in PDF format as identified in Subsection 2.3. A person who has been authorized to make such a commitment on behalf of the proposing firm must sign the proposal. Proposals must be addressed and submitted by the deadline. Phone, facsimile, mail delivery, and in-person proposals will not be accepted. There will be no formal opening of proposals.

4.2 Proposer Requirements

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

- A. Must be a legal entity, currently registered to do business in the State of Oregon (per ORS 60.701);
- B. Must have been in business for at least five (5) years;
- C. Must have relevant experience with other public sector clients of similar scope and complexity;
- D. Ability to best respond to various needs contained within this RFP; and
- E. Agree to execute the City's personal services agreement, if awarded.

4.3 Proposal Format

Proposals must be type-written with body text consisting of a 10- or 11-point font. Proposals must be submitted electronically in PDF format.

4.4 Proposal Requirements

The following items are a minimum content requirement of a proposal submitted in response to this RFP:

- A. Cover Letter. A letter must include the following: Proposer's legal name, address, phone, federal tax ID#, website address, and name of the individual authorized to represent the proposing firm regarding the proposal.
- B. Qualifications. Describe the experience and knowledge in providing debt collection services. Describe capabilities and resources in relation to the requested professional services, including the qualifications of key staff that would likely provide these services. Describe the experience and competence with governmental and municipal agencies. Include resumes on each person involved in the project with verifiable references, as well as a description of organizational framework, special resources, and any other information to demonstrate that the firm or individual can effectively and efficiently provide the requested service.
- C. Project Understanding and Approach. Review the scope of work and describe the firm's

approach for collaborating with city staff to conduct the work described. Provide any proposed recommendations for changes to the scope of work to better provide an efficient and effective process that engages the community and provides sound, defensible measures to complete the requirements of debt collection services. Based on the scope of work and any proposed revisions, outline the specific tasks to be performed, indicating which team members will be conducting the work. Provide an overall schedule for major tasks. Please identify a project manager and key members of the team and include an assessment of the capacity of each staff member to perform the work given their workload forecast.

- D. Service Timeframe.** Describe the approach to scheduling tasks in order to meet deadlines and achieve timely completion of the project.
- E. Proposed Fee.** Provide the proposed fee for completion of the services described in Subsection 3.2. Include rates for the items below.

Consultant proposes a debt collection agency fee of _____% that will be added to the principal amount listed but will not exceed the collection fee of the City.

Consultant is authorized to add interest at the legal rate of 9% from date of last charge in accordance with ORS 82.010.

Consultant proposes the following rate schedule for remittance of payments to the City on accounts listed with Consultant:

General Listings:

- Remit to city ___% of principle balance listed.
- Retain ___% of principle balance listed.
- Remit to city ___% of accrued interest collected.
- Retain ___% of accrued interest collected.
- Retain a debt collection fee of ___%.

Legal Listings:

- Remit to city ___ % of principle balance listed.
- Retain ___% of principle balance listed.
- Remit to city ___% of accrued interest collected.
- Retain ___% of accrued interest collected.
- Retain a debt collection fee of ___%.
- Pay ___% of court cost and legal fees associated with collection of legal placements.

- F. Diversity, Equity and Inclusion.** Describe the firm's recent efforts to increase diversity, offer equity for all, and ensure a vibrant culture of inclusiveness within its organization.
- G. Attachment A – Standard Proposal Form.** Complete and sign the form to certify representation in the submitted proposal is accurate and true. The form includes confirmation whether the proposing firm is certified as a minority-owned, women-owned, service-disabled veteran-owned and/or emerging small business enterprise.
- H. Attachment B – Sample Agreement.** Written objections (if any) to the sample personal services agreement should be included in the proposal, as the City will review content of any such objection or request during the evaluation process. Final contract terms will be negotiated with the selected proposer.

SECTION 5: PROPOSAL SELECTION AND EVALUATION

5.1 General

Each proposal will be judged on its completeness and quality of its content. The City reserves the right to reject any and all proposals or to negotiate individually with one or more firms, and to select one or more firms if determined to be in the best interest of the City. The City is not liable for any cost the Proposer incurs while preparing or presenting the proposal. All proposals will become part of the public file, without obligation to the City. Upon the completion of the evaluations and interviews, the City intends to negotiate an agreement with the Proposer whose proposal is deemed to be most advantageous to the City.

5.2 Selection Panel

A Selection Panel will be comprised of at least four (4) members from the City. The role of the Selection Panel is to evaluate all responsive proposals and select from the respondents a minimum of three (3) Proposers whose proposals evidence the highest level of qualification.

Scoring of the top selected proposals will be completed covering all areas listed in Subsection 4.4. If additional information is deemed necessary as part of the evaluations, such information will be solicited to allow the Selection Panel to complete the evaluation process.

5.3 Evaluation Criteria

In accordance with Subsection 4.4, the criteria listed below will be used to determine the apparent successful Proposer. Proposals will be scored by the Selection Panel as follows:

- A. Proposal submitted on time (pass/fail)
- B. Qualifications (30 points)
- C. Service understanding and approach (15 points)
- D. Service timeframe (15 points)
- E. Fee evaluation (20 points)
- F. Certification Office for Business Inclusion and Diversity (COBID) Certified (10 points)
- G. Diversity, Equity and Inclusion (10 points)

5.4 Ranking of Proposals

The Selection Panel will provide an initial screening of responsive proposals. This evaluation step will consider the criteria in Subsection 5.3(A-G), but no scores will be applied; instead a forced-ranking methodology will be applied to this initial screening.

The Selection Panel will evaluate the top proposals and score accordingly for criteria in Section 5.3(B-H). Following interviews, the Selection Panel will apply final scoring and make a recommendation of award.

Proposals will be ranked based on evaluation of responses with the highest-ranked proposal being that Proposer which is deemed to be the most appropriate and fully able to perform the services, and the second highest-ranked proposal being the Proposer next most appropriate, all in the sole judgment of the City.

Evaluation scores will be combined with the intent to award to the highest-ranked Proposer. Any proposal in response to this RFP will be considered de facto permission to the City to disclose the results, when completed, to selected reviewers at the sole discretion of the City.

5.5 Proposal Rejection

The City reserves the right to:

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

5.6 Intent of Award

Upon completion of the evaluations, the City will provide written notice of its intent to award the contract to the firm who best meets the overall needs of the City.

5.7 Protest of Award

In accordance with the City's Public Contracting Rule 70.020(A)(4)(c) and ORS 279B.410, any adversely affected or aggrieved proposer has seven (7) calendar days from the date of the written selection notice to file a written protest, as identified in Section 2.4.

SECTION 6: CONTRACT REQUIREMENTS

6.1 Contract

Selected Proposer will be asked to sign a personal services agreement with the City. A sample contract is attached as part of these RFP documents. The City will require specific levels of insurance, a Milwaukie business registration, and a federal tax identification number.

6.2 Contract Negotiations

The City reserves the right to negotiate final terms of the agreement as the City determines to be in its best interest. The City will begin negotiations once the Selection Panel has chosen the highest-ranked Proposer and issued a notice of intent to award. If the City cannot come to terms with the highest-ranked Proposer, the City will formally terminate negotiations and enter into negotiations with the second highest-ranked Proposer. This process will continue until the City reaches an agreement which the City deems appropriate for the services or determines a new solicitation is necessary.

6.3 Contract Award

The award of a contract is accomplished by executing a written personal services agreement that incorporates the proposal, clarifications, addenda, additions, and insurance. All such materials constitute the complete contract documents. City Council may be required to authorize the award of contract at a regular session, as identified in Section 2.4.

ATTACHMENT A

STANDARD PROPOSAL FORM

Proposer Representations

The undersigned and authorized representative hereby certifies and represents the following:

1. Proposer is properly licensed and adequately experienced, equipped, organized and financed to furnish and deliver the equipment specified and perform the services required.
2. Proposer has examined and is thoroughly familiar with the solicitation and fully understands its intent, has carefully reviewed for accuracy all statements in this proposal and attachments, and agrees that the City will not be responsible for any errors or omissions of the Proposer in preparing this proposal. Proposer agrees that this proposal may not be revoked or withdrawn for 60 calendar days after the date on which proposals are received.
3. Proposer agrees that if this proposal is accepted it will promptly execute and return to the City the formal contract in the form provided and will, at or before that time, deliver any other documentation as required.
4. Proposer acknowledges that it has received the following Addenda No(s): _____, and agrees that all addenda issued are a part of the RFP documents and have been considered in preparing this proposal. (Proposer: insert the number of each addendum received; if no addenda were received, write "none" or "zero" in the space.)

Compliance with Laws

Proposer hereby agrees to comply with all applicable federal, state and local laws, rules and regulations, the provisions of which are hereby made a part of the awarded contract.

Cooperative Purchasing

Proposer ____ agrees / ____ disagrees to extend the terms, conditions and prices of the original City of Milwaukie contract to any other governmental agency. Pursuant to ORS 279A.215, other governmental agencies may establish contracts or price agreements under the terms, conditions and prices of the original contract. Other public agencies will have the power and authority to contract directly with the awarded Proposer.

Noncollusion

Proposer certifies that the proposal has been arrived at by the proposer, independently, and has been submitted without collusion with, and without any agreement, understanding or planned course of action with, any other contractor, proposer, or vendor on materials, supplies, equipment or services, described in the solicitation documents, designed to limit independent offers or competition. The contents of the proposal herein presented and made have not been communicated by the Proposer or their employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the solicitation, and will not be communicated to any such person prior the closing time of the solicitation.

Conflict of Interest

Proposer and each person signing on behalf of the Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City Council, officer, employee, or person, whose salary in whole or in part by the City, has a direct or indirect financial interest

in the award of this proposal, or in the services to which this proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

COBID Certification

The State of Oregon's Certification Office for Business Inclusion and Diversity (COBID) certifies minority-owned, women-owned, and service-disabled veteran-owned businesses and emerging small businesses interested in contracting with state, county and city government agencies.

The City is committed to ensuring equity and fairness in its contracting and purchasing processes and increase opportunities for minority-owned, women-owned and emerging small businesses and service-disabled veteran-owned business enterprises to promote growth, capacity-building, and economic success of these businesses.

Proposer must acknowledge the following:

- YES Proposer certifies that they are a State of Oregon COBID-certified business.
Certification No. _____

- NO Proposer is not a COBID-certified business with the State of Oregon.

- WAIVER Proposer certifies that they have a current City of Milwaukie COBID Waiver.
Waiver No. _____

THEREFORE, the undersigned hereby certifies that the information contained in these certifications and representations is accurate, complete and current.

Firm Name

Address, City, State, Zip

Phone Number

Printed Name of Authorized Representative

Email Address

Authorizing Signature

Date

ATTACHMENT B

SAMPLE PERSONAL SERVICES AGREEMENT



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

THIS AGREEMENT made and entered into this ____ day of _____ 2022 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called "City," and [Consultant's Name], a(an) [State] [corporation/partnership], hereinafter called "Consultant."

RECITALS

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

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

THEREFORE, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

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

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by [Month Day, Year]. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Consultant for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A.** Payment by City to Consultant for performance of services under this Agreement includes all expenses incurred by Consultant, with the exception of any expenses identified in this Agreement as separately reimbursable.
- B.** As compensation for services as described in Exhibit A, the Consultant shall be paid at the rates outlined in Exhibit B of this Agreement, which shall constitute full and complete payment for said services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement. Hourly rates may be increased by Consultant once each calendar year and must be provided to City no less than 30 days prior to the effective date of the new rates.
- C.** Payment will be made in installments based on Consultant's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice. Payment terms shall be net 30 days from date of invoice.
- D.** Payment by City shall release City from any further obligation for payment to Consultant, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- E.** Where applicable, Consultant must make payment promptly as due to persons supplying Consultant labor or materials for the execution of the work provided by this order.

Consultant must pay all contributions or amounts due from Consultant to the Industrial Accident Fund incurred in the performance of this order. Consultant shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Consultant further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- F. If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subconsultant by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Consultant. The payment of the claim in this manner shall not relieve Consultant or their surety from obligation with respect to any unpaid claims.
- G. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.261 or under 29 USC SS 201-219.
- H. Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- I. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

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

5. ASSIGNMENT/DELEGATION

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

6. STATUS OF CONSULTANT AS INDEPENDENT CONTRACTOR

Consultant certifies that:

- A. Consultant acknowledges that for all purposes related to this Agreement, Consultant is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of this Agreement, to the full extent of any benefits or other remuneration Consultant

receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Consultant or to a third party) as a result of said finding.

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

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

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

- C.** Consultant certifies that it currently has a Milwaukie or Metro business license or will obtain one prior to delivering services under this Agreement. A business license is required for the duration of this Agreement.
- D.** The service or services to be rendered under this contract are those of an independent contractor. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

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

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

8. INSURANCE

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

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

- A.** Commercial General Liability Insurance
Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability

insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$2,000,000
Each Occurrence	1,000,000
Damage to Rented Premises (each occurrence)	500,000
Medical Expense (any one person)	5,000

B. Professional Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

C. Workers' Compensation Insurance

The Consultant, its subconsultants, if any, and all employers providing work, labor or materials under this contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

D. Additional Insured Provision

The Commercial General Liability Insurance shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. Notice shall be provided to the City at the address listed below in the event of cancellation or non-renewal of the insurance.

F. Insurance Carrier Rating

Coverages provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

G. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for collection services." The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract. "Insured coverage is primary" should read in the description portion of certificate.

H. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

I. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie	Business Phone: 503.786.7555
Attn: Finance	Email: finance@milwaukieoregon.gov
10722 SE Main Street	
Milwaukie, Oregon 97222	

Such policies or certificates must be delivered prior to commencement of the work. The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. CONTACT INFORMATION

A. All invoices shall be provided in writing and given by personal delivery, mail, or email. Payments may be made by check or electronic transfer. The following addresses shall be used to transmit invoices, payments, and other financial information, and when so addressed shall be deemed given upon deposit in the United States mail or postage prepaid. In all other instances, invoices and payments shall be deemed given at the time of actual delivery. Changes may be made to the addresses of the departments to whom invoices and payments are to be given by giving written notice pursuant to this paragraph.

City – Accounts Payable	Consultant – Accounts Receivable
10722 SE Main Street Milwaukie, Oregon 97222	[insert address]
Phone: 503.786.7535	Phone: [insert #]
Email: ap@milwaukieoregon.gov	Email: [insert address]

B. All notices and project correspondence shall be provided in writing and given by personal delivery, mail, or email. The following addresses shall be used to transmit notices and project-related information, and when so addressed shall be deemed given upon deposit in the United States mail or postage prepaid. In all other instances, notices and correspondence shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices and correspondence are to be given by giving written notice pursuant to this paragraph.

City – Project Manager	Consultant – Project Manager
Attn: [project manager name] [insert address] Milwaukie, Oregon 972##	Attn: [project manager name] [insert address]
Phone: 503.786.7###	Phone: [insert #]
Email: XXXX@milwaukieoregon.gov	Email: [insert address]

10. MERGER

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

11. TERMINATION WITHOUT CAUSE

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

12. TERMINATION WITH CAUSE

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

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

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

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

- 1)** If Consultant fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- 2)** If Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize; or
- 3)** If the City determines at any time during the term of this Agreement that the Consultant, or a subconsultant to the Consultant, to which the City awarded this Agreement, in whole or in part, on the basis of any equity criteria as described in the solicitation document, including but not limited to Oregon COBID-certification, was never compliant or is no longer compliant.

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

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

13. ACCESS TO RECORDS

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

14. FORCE MAJEURE

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

15. NON-WAIVER

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

16. NON-DISCRIMINATION

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

17. ERRORS

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

18. EXTRA (CHANGES) WORK

Only the [city's staff member] may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

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

20. ATTORNEY'S FEES

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

21. GOVERNING LAW

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

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subconsultants and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this Agreement. Consultant shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS Chapter 244.

23. CONFLICT BETWEEN TERMS

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

24. AUDIT

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

25. SEVERABILITY

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

26. COMPLETE AGREEMENT

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

[authorized signatures on following page]

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

CITY OF MILWAUKIE

CONSULTANT

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT A
SCOPE OF WORK (SERVICES TO BE PROVIDED)

A. PROJECT DESCRIPTION

[include a brief description of the project]

B. TASKS, DELIVERABLES AND SCHEDULE

1. TASK 1

1.1 TASK

[insert a brief paragraph describing the required task specific to the project]

1.2 DELIVERABLES

[identify the deliverable(s) for this task]

1.3 SCHEDULE

[if delivery dates were not included with each deliverable above, insert a schedule section for this task to specify delivery dates for all of the deliverables in this task]

1.4 ACCEPTANCE CRITERIA AND PROCESS

[describe acceptance criteria and process]

2. TASK 2

2.1 TASK

[insert a brief paragraph describing the required task specific to the project]

2.2 DELIVERABLES

[identify the deliverable(s) for this task]

2.3 SCHEDULE

[if delivery dates were not included with each deliverable above, insert a schedule section for this task to specify delivery dates for all of the deliverables in this task]

2.4 ACCEPTANCE CRITERIA AND PROCESS

[describe acceptance criteria and process]

3. TASK 3

3.1 TASK

[insert a brief paragraph describing the required task specific to the project]

3.2 DELIVERABLES

[identify the deliverable(s) for this task]

3.3 SCHEDULE

[if delivery dates were not included with each deliverable above, insert a schedule section for this task to specify delivery dates for all of the deliverables in this task]

3.4 ACCEPTANCE CRITERIA AND PROCESS

[describe acceptance criteria and process]

C. AMENDMENT PROCESS

If the scope of the project or the services are changed materially, Consultant shall request in writing an amendment to the Agreement before additional services are provided and before compensation is adjusted. All legally required approvals must be obtained in writing by both parties for any contract amendment before the amendment is effective and before services may be performed or payment made under the Agreement.

D. INCLUSIVE LANGUAGE

The City is deliberately playing its part to increase awareness for equity and inclusion in its organization, community and beyond. The Consultant shall make all efforts to update, remove or change any non-inclusive terminology, phrases or words to inclusive and equitable language for any written and presented deliverables resulting from this Agreement.

**EXHIBIT B
SCHEDULE OF RATES**

[insert consultant's current rate schedule]

December 5, 2022

RE: Notice of Intent to Award – Debt Collection Services RFP

The City of Milwaukie received four responsive proposals to the request for proposals (RFP) for debt collection services. The selection panel has completed the evaluation process and it is the city’s intent to award the debt collection services contract to **The Western Agency, a Division of Boek, Inc.**

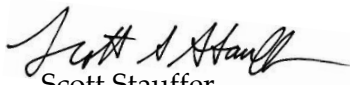
The following addresses the four responses and collective points awarded to the bidders by the selection panel.

Bidder	Submitted on Time	Qualifications	Service Understanding/Approach	Service Timeframe	Fee Evaluation	COBID Certified	DEI	TOTAL
(Perfect Score)	Pass/Fail	30	15	15	20	10	10	100
Metro Area Collection	Pass	15	8	10	17	10	5	65
Professional Credit	Pass	23	10	13	20	0	9	75
Valley Credit Services	Pass	14	5	10	17	0	5	51
Western Agency	Pass	25	13	13	17	0	8	76

Authorization of the contract award will be determined by the City Council at its regular session meeting on December 20, 2022, beginning at 6:00 p.m. at Milwaukie City Hall, 10722 SE Main Street, Milwaukie, Oregon 97222.

Any protests to this contract award must be in writing, specifying the grounds upon which the protest is based and submitted within seven (7) calendar days of this notice of intent to award.

If you have any questions or need additional information regarding the intent to award this contract, please contact City Recorder Scott Stauffer at 503-786-7502 or stauffers@milwaukieoregon.gov.



Scott Stauffer
City Recorder

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Nov. 30, 2022

Reviewed: Mandy Byrd, Development Project Manager, and
Kelli Tucker, Accounting & Contracts Specialist

From: Kelly Brooks, Assistant City Manager

Subject: **Authorization of Construction Contract for New City Hall**

ACTION REQUESTED

Council is asked to authorize the city manager to sign a contract with Howard S. Wright for construction manager/general contractor (CM/GC) services for the new city hall building tenant improvements.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[January 4, 2022](#): Council met with staff to confirm basic elements of the tenant improvements at new city hall, including placement of council chambers and a public-facing front counter on the third floor.

[March 15, 2022](#): Council received an updated schedule and project management information.

[June 21, 2022](#): Council provided direction the preferred layout of the future council chambers.

[July 19, 2022](#): Staff updated Council on the revised chambers layout.

[October 4, 2022](#): Staff provided an update on design in advance of going to bid for a general contractor for the tenant improvements.

[October 18, 2022](#): Staff presented findings for and gained approval from Council to proceed with an alternative contracting method for CM/GC.

ANALYSIS

Staff issued a formal solicitation requesting proposals from contractors to serve the city during the final stages of design (including alternate pricing and selection) and throughout construction of the tenant improvements to the new city hall. Staff evaluated four responsive proposals from Bremik Construction, Howard S. Wright (a Balfour Beatty Company), RJS Construction Inc., and Swinerton. Evaluation of proposals was based on criteria that included CM/GC experience, key personnel assigned to the project, overall project approach, fee proposal, diversity plan*, Oregon Certification Office for Business Inclusion and Diversity (COBID) program certification, and implementation of a safe and respectful workplace program.

*Proposers were asked to describe their outreach efforts to increase contracting and workforce opportunities for historically underrepresented populations in order to achieve the project goal of at least 20% utilization of disadvantaged, minority-owned, women-owned, service-disabled veteran-owned businesses and emerging small business enterprises.

Upon completion of the evaluations, Howard S. Wright (HSW) was ranked highest and was deemed most qualified to perform the work. HSW impressed on many key elements, including their detailed approach, preliminary project schedule, and commitment to contracting with COBID-certified firms.

The city and HSW entered into a personal services agreement for pre-construction services that includes identifying project risks, providing cost projections, and refining the project schedule.

Staff recommends authorizing the public improvement contract with HSW for construction, including an early work package with project authorization up to \$250,000. A breakdown of the identified early work package items currently include:

A. Pre-Construction Services:

1. Casework shop drawings - \$5,000
2. Procurement of doors, frames and hardware (ROM) - \$52,000
3. Design for fire suppression system modifications - \$3,500
4. Design for plumbing systems - \$5,000
5. Design for the Heating, Ventilation, and Air Conditioning (HVAC) System - \$3,500
6. Design for electrical and fire alarm - \$11,000

B. Construction Services:

1. Demolition - \$74,250
2. General contractor mobilization and supervision - \$27,300

During the early work, HSW will finalize pricing of all scope items and obtain permits for elements that will be constructed. Additionally, staff and HSW will negotiate a guaranteed maximum price (GMP) for the construction work. Once the GMP is agreed upon, staff will return to Council for authorization of the GMP into the contract.

BUDGET IMPACT

The city hall fund includes \$1,975,000 for design and construction of this project. The early work package for construction is not to exceed \$250,000.

WORKLOAD IMPACT

Staff from the city manager and city recorder offices, and the administrative services, community development, and public works departments will be working together to facilitate tenant improvements.

CLIMATE IMPACT

None.

COORDINATION, CONCURRENCE, OR DISSENT

Departments that will either move to the building, or be responsible for elements of the project, were involved in the selection of the CM/GC.

STAFF RECOMMENDATION

Staff recommends that Council approve the resolution to authorize the city manager to sign the public improvement contract for early construction work not to exceed \$250,000.

ALTERNATIVES

Council could reject the selected contractor and request that staff follow a new solicitation with modified criteria.

ATTACHMENTS

1. Resolution

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 EXECUTE A PUBLIC IMPROVEMENT CONTRACT FOR CONSTRUCTION OF THE NEW CITY HALL TENANT IMPROVEMENTS.**

WHEREAS staff presented findings for and gained approval from Council to proceed with an alternative contracting method for construction manager/general contractor; and

WHEREAS city issued a formal solicitation on October 19, 2022, in compliance with public contracting rule 10.105(A) requesting proposals from contractors to serve the city during the final stages of design and throughout construction of the tenant improvements to new city hall; and

WHEREAS Howard S. Wright, a Balfour Beatty Company, was ranked highest and deemed most qualified to perform the work on November 10, 2022.

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 or their designee is authorized to execute a public improvement contract with Howard S. Wright for construction manager/general contractor services for new city hall tenant improvements, where early construction work will not exceed \$250,000.

Introduced and adopted by the City Council on **December 20, 2022.**

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

Reviewed: Kelli Tucker, Accounting & Contracts Specialist

From: Damien Farwell, Fleet & Facilities Supervisor

Subject: **Electric Vehicle (EV) Charging Stations and Installation Services**

Date Written: Dec. 15, 2022

ACTION REQUESTED

Council is asked to authorize the city manager to sign a contract with Hughes Electric for the purchase and installation of three level 2 electric vehicle (EV) charging stations.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The public works facilities division previously installed two level 2 chargers for the city's fleet at the Johnson Creek Building (JCB) campus and one level 2 charger at the Public Safety Building (PSB).

April 2022: Staff elected to procure four EV charging stations with Blink Charging Company from a competitively awarded price agreement through the Sourcewell cooperative.

[May 17, 2022](#): Council adopted [Resolution 30-2022](#) authorizing the award of contract to Blink Charging Company for the purchase and installation of the EV charging stations.

August 2022: Staff was unable to negotiate final contract terms with Blink Charging Company and formally terminated the procurement.

ANALYSIS

Staff has now negotiated a contract with Hughes Electric to supply and install three SemaConnect Series 8+ 80A EV charging stations. One charger will be installed at JCB, PSB, and the Ledding Library. The number of public facing stations at PSB was reduced from two to one to provide flexibility. There is limited capacity for more chargers at PSB and we would like to install 2 fleet facing chargers in the future before adding more public facing chargers. This work advances Council goals, the community vision and aligns with the city's Climate Action Plan (CAP). This procurement is compliant with the city's public contracting rules for purchasing from a competitively awarded price agreement through the Sourcewell cooperative. The price agreement was awarded to SemaConnect with Hughes Electric identified as an authorized reseller of the product required.

BUDGET IMPACT

The three chargers totaling \$128,491 were identified as a capital improvement project for FY 2023-2024.

WORKLOAD IMPACT

City staffing will be minimal for this project.

CLIMATE IMPACT

The three charging stations will encourage EV adoption and reduce vehicle emissions.

COORDINATION, CONCURRENCE, OR DISSENT

The climate and natural resources manager concur with this report and action.

STAFF RECOMMENDATION

Staff recommends Council authorize the city manager to sign a contract with Hughes Electric to supply and install EV charging stations to advance city climate goals and serve the community.

ALTERNATIVES

Council could decide to defer installing charging stations or postpone installation of the chargers to a later date.

ATTACHMENTS

1. Resolution



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 WITH HUGHES ELECTRIC TO PURCHASE AND INSTALL ELECTRIC VEHICLE CHARGING STATIONS.

WHEREAS the city has identified the need for public-facing and city fleet electric vehicle (EV) chargers, and

WHEREAS a price agreement was competitively awarded to SemaConnect through the Sourcewell cooperative organization, and

WHEREAS SemaConnect has identified Hughes Electric as an authorized reseller of their products and services, and

WHEREAS the city’s public contracting rules allow for the purchase of goods and services from price agreements without a subsequent procurement process, and

WHEREAS the purchase and installation of three EV charging stations advances city and climate goals.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the city manager or their designee is authorized to execute a contract with Hughes Electric to supply and install three EV charging stations at the Public Works Campus, Public Safety Building, and Ledding Library.

Introduced and adopted by the City Council on **December 20, 2022.**

This resolution is effective immediately.

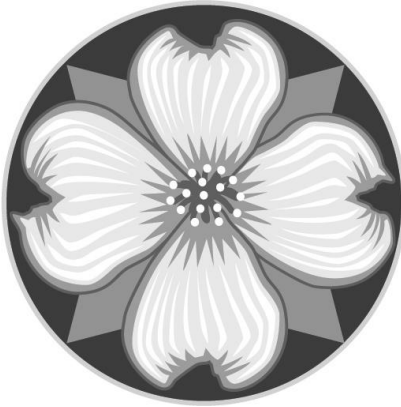
Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney



RS Agenda Item

8

Public Hearings

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Reviewed: Laura Weigel, Planning Manager

From: Vera Kolias, Senior Planner

Subject: **Proposed Code Amendments – High Density Residential Zones, 2nd Reading**

Date Written: Dec. 13, 2022

ACTION REQUESTED

Council is asked to re-open the public hearing for final deliberations and adoption of land use file #ZA-2022-002 related to the proposed amendments to Milwaukie Municipal Code (MMC) Title 19 (Zoning), Title 14 (Signs), Zoning map, and Comprehensive Plan, related to consolidation of the high-density residential (HDR) zones.

Public hearing #2, held on [December 6](#), included the final Council deliberation and a 4:1 vote of approval of the first reading of the ordinance by title only. As the Council vote was not unanimous, a second reading at a separate meeting is required for final adoption of the ordinance as required by MMC 2.04.330.

The requested action on December 20 is for Council to hear the second and final reading of the ordinance by title only and conduct a roll call vote to adopt the ordinance and associated findings and code amendments found in Attachment 1.

NEXT STEPS

- Staff roll out of code amendments

BUDGET IMPACT

Review of development in the HDR zones will be absorbed into current staff responsibilities. No budget impact is anticipated.

WORKLOAD IMPACT

The code amendments are a continuation of the comprehensive plan implementation process. While the new code may result in an increase in development proposals, review will be absorbed into staff duties.

CLIMATE IMPACT

The proposed code amendments are a continuation of the comprehensive plan implementation process, which supports a more compact and efficient use of residential land which promotes land development that has fewer climate impacts than traditional larger lot development of single detached dwellings.

COORDINATION, CONCURRENCE, OR DISSENT

Planning and community development staff have worked on the proposed code language.

ATTACHMENTS

1. Ordinance
 - a. Findings in Support of Approval (including Metro and State findings)
 - b. Code Amendments (underline/strikeout)
 - c. Code Amendments (clean)

COUNCIL ORDINANCE No.

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING THE MILWAUKIE COMPREHENSIVE PLAN RESIDENTIAL LAND USE DESIGNATIONS, MUNICIPAL CODE (MMC) TITLE 19 ZONING ORDINANCE, TITLE 14 SIGNS, AND THE ZONING MAP FOR THE PURPOSE OF ADDRESSING THE CONSOLIDATION OF THE HIGH-DENSITY RESIDENTIAL ZONES (FILE #ZA-2022-002).

WHEREAS it is the intent of the City of Milwaukie to support and promote housing opportunities and housing choice throughout the city; increase the supply of attainable housing and providing equitable access to housing for all; and streamline processes and simplify the code where possible, and

WHEREAS the proposed code amendments implement several of the goals and policies of the city' comprehensive plan related to housing, and

WHEREAS legal and public notices have been provided as required by law, and multiple opportunities for public review and input has been provided, and

WHEREAS on September 27, 2022, the Planning Commission conducted a public hearing as required by MMC 19.1008.5 and adopted a motion in support of the amendments, 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 amendments are adopted by the City Council and are attached as Exhibit A.

Section 2. Amendments. The Milwaukie Municipal Code (MMC) is amended as described in Exhibit B (underline/strikeout version), and Exhibit C (clean version).

Section 3. Effective Date. The amendments will become effective 30 days from the date of adoption.

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

APPROVED AS TO FORM:

ATTEST:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

**Findings in Support of Approval
File #ZA-2022-002; CPA-2022-001; ZC-2022-001
High Density Residential Zones Code Amendments**

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 zoning map, comprehensive plan, and make code amendments to Titles 14 and 19 related to permitted uses in the high density residential zones and additional amendments for consistency across the various code sections. The intent is to implement portions of the city's comprehensive plan. The land use application file numbers are ZA-2022-002, CPA-2022-001, and ZC-2022-001.
2. The proposed amendments relate to implementation of portions of the Comprehensive Plan related to housing in, and consolidation of, the city's high density residential zones. Creating and supporting housing opportunities has been a key goal for Council and the community. The adopted Comprehensive Plan policies call for expanded housing opportunities throughout the city and consolidation of zones where possible to simplify the code.
3. Amendments are proposed in several titles of the municipal code, as follows:
 - Milwaukie Comprehensive Plan
 - Comprehensive Plan Residential Land Use Designations
 - Municipal Code - Title 19 Zoning Ordinance
 - Chapter 19.100 – INTRODUCTORY PROVISIONS
 - Section 19.107 Zoning
 - Chapter 19.200 – DEFINITIONS AND MEASUREMENTS
 - Chapter 19.300 – BASE ZONES
 - Section 19.301 Moderate Density Residential Zone
 - Section 19.302 High Density Residential Zones
 - Section 19.303 Commercial Mixed-Use Zones
 - Section 19.304 Downtown Zones
 - Section 19.306 Limited Commercial Zones
 - Section 19.307 General Commercial Zone
 - Section 19.312 North Milwaukie Innovation Area
 - Chapter 19.500 SUPPLEMENTARY DEVELOPMENT REGULATIONS
 - Section 19.505 Building Design Standards
 - Chapter 19.600 OFF-STREET PARKING
 - Chapter 19.900 LAND USE APPLICATIONS
 - Section 19.904 Community Service Uses
 - Section 19.905 Conditional Uses
 - Chapter 19.1100 ANNEXATIONS AND BOUNDARY CHANGES
 - Section 19.1104 Expedited Process
 - Municipal Code - Title 14 Signs
 - Chapter 14.04 GENERAL PROVISIONS

o Section 14.04.030 Definitions

4. The proposal is subject to the following provisions of the Milwaukie Municipal Code (MMC):
 - MMC Section 19.902 Amendments to Maps and Ordinances
 - MMC Chapter 19.1000 Review Procedures
5. Sections of the MMC not addressed in these findings are found to be not applicable to the decision on this land use application.
6. The application has been processed and public notice provided in accordance with MMC Section 19.1008 Type V Review. Public hearings were held on September 27, 2022, November 15, 2022, December 6, 2022, and December 20, 2022 as required by law.
7. MMC Chapter 19.1000 establishes the initiation and review requirements for land use applications. The City Council finds that these requirements have been met as follows.
 - a. MMC Subsection 19.1001.6 requires that Type V applications be initiated by the Milwaukie City Council, Planning Commission, Planning Manager, or any individual.

The amendments were initiated by the Planning Manager on August 1, 2022.
 - b. MMC Section 19.1008 establishes requirements for Type V review. The procedures for Type V Review have been met as follows:
 - (1) Subsection 19.1008.3.A.1 requires opportunity for public comment.

Opportunity for public comment and review has been provided as follows:

The Planning Commission had 3 work sessions about the proposed code amendment language in June and August. The current version of the draft amendments has been posted on the application webpage since August 25, 2022. On August 29, 2022 staff e-mailed NDA leaders with information about the hearing and a link to the draft proposed amendments. On September 1, 2022, the city posted information about the public hearing on social media.
 - (2) Subsection 19.1008.3.A.2 requires notice of public hearing on a Type V Review to be posted on the City website and at City facilities that are open to the public at least 30 days prior to the hearing.

A notice of the Planning Commission's September 27, 2022 hearing was posted as required on August 25, 2022. A notice of the City Council's November 15, 2022 hearing was posted as required on October 13, 2022.
 - (3) Subsection 19.1008.3.A.3 requires notice be sent to individual property owners if the proposal affects a discrete geographic area or specific properties in the City.

The proposed amendments will apply to all high density residential properties in the city, not a discrete geographic area. Individual notice was not required.

- (4) Subsection 19.1008.3.B requires notice of a Type V application be sent to the Department of Land Conservation and Development (DLCD) 35 days prior to the first evidentiary hearing.

Notice of the proposed amendments was sent to DLCD on August 23, 2022.

- (5) Subsection 19.1008.3.C requires notice of a Type V application be sent to Metro 45 days prior to the first evidentiary hearing.

Notice of the proposed amendments was sent to Metro on August 23, 2022.

- (6) Subsection 19.1008.3.D requires notice to property owners if, in the Planning Director's opinion, the proposed amendments would affect the permissible uses of land for those property owners.

The proposed amendments will apply to all high density residential properties in the city but do not reduce the permissible uses or development opportunities on the properties.

- (7) Subsection 19.1008.4 and 5 establish the review authority and process for review of a Type V application.

The Planning Commission held a duly advertised public hearing on September 27, 2022, and passed a motion recommending that the City Council approve the proposed amendments. The City Council held duly advertised public hearings on November 15, 2022, December 6, 2022, and December 20, 2022 and approved the amendments.

8. MMC 19.902 Amendments to Maps and Ordinances

- a. MMC 19.902.3 establishes requirements for amendments to the text of the Milwaukie Comprehensive Plan. The City Council finds that these requirements have been met as follows.

- (1) MMC Subsection 19.902.3.A requires that changes to the text of the Milwaukie Comprehensive Plan shall be evaluated through a Type V review per Section 19.1008.

The Planning Commission held a duly advertised public hearing on September 27, 2022, and passed a motion recommending that the City Council approve the proposed amendments. The City Council held duly advertised public hearings on November 15, 2022, December 6, 2022, and December 20, 2022 and approved the amendments. Public notice was provided in accordance with MMC Subsection 19.1008.3.

- (2) MMC Subsection 19.902.3.B contains approval criteria for changes to the text of the Milwaukie Comprehensive Plan.

- (a) MMC Subsection 19.902.3.B.1 requires that the proposed amendment be consistent with the goals and policies of the Comprehensive Plan, as proposed to be amended.

The only amendments proposed to the text of the comprehensive plan are in the section related to residential land use designations. The proposed amendments

reflect the proposed zoning map amendments that consolidate the high density residential zones.

- (b) MMC Subsection 19.902.3.B.2 requires that the proposed amendment is in the public interest with regard to neighborhood or community conditions.

The proposed amendments reflect the community's desire for policies and regulations that encourage a variety of high-quality, attractive residential development throughout the city. As noted above, the only text amendment to the comprehensive plan consolidates the residential land use designations to reflect the proposed zoning map amendments.

- (c) MMC Subsection 19.902.3.B.3 requires the public need be best satisfied by this particular proposed amendment.

The proposed amendments confirm the community's vision for broad housing choice throughout the city. As noted above, the only text amendment to the comprehensive plan consolidates the residential land use designations to reflect the proposed zoning map amendments.

- (d) MMC Subsection 19.902.3.B.4 requires that the proposed amendment is consistent with the Metro Urban Growth Management Functional Plan and relevant regional policies.

The proposed amendment is consistent with the Metro Urban Growth Management Functional Plan and relevant regional policies related to residential capacity.

The Metro Urban Growth Management Functional Plan includes a number of titles that address various aspects of the region's goals and policies for urban development.

- (a) Title 1 Housing Capacity

The proposed amendments continue to provide opportunities for high density housing development in the city's high density residential zones.

- (b) Title 7 Housing Choice

The proposed amendments will continue to provide the opportunity for much-needed high density housing in the city's high density zones. The amendments also reduce barriers to the development of multi-unit housing, residential care facilities, and single room occupancy housing within these zones. The proposed amendments will support Metro's policies for expanding housing choice with a needed housing type in Milwaukie.

The proposed amendments were sent to Metro for comment. Metro did not identify any inconsistencies with the Metro Urban Growth Management Functional Plan or relevant regional policies. Additional findings specific to the UGMFP are

included with these findings. The proposed code amendments are in compliance with Metro's Functional Growth Management Plan.

- (e) MMC Subsection 19.902.3.B.5 requires that the proposed amendment be consistent with relevant State statutes and administrative rules, including the Statewide Planning Goals and Transportation Planning Rule.

DLCD has not identified any areas where the proposed amendments are inconsistent with State statutes and administrative rules, including the Statewide Planning Goals and Transportation Planning Rule. Additional findings have been prepared demonstrating compliance with the Statewide Planning Goals.

- b. MMC 19.902.4 establishes requirements for amendments to the maps of the Milwaukie Comprehensive Plan. The City Council finds that these requirements have been met as follows.

- (1) MMC Subsection 19.902.4.A requires that changes to the text of the Milwaukie Comprehensive Plan shall be evaluated through a Type V review per Section 19.1008.

The Planning Commission held a duly advertised public hearing on September 27, 2022 and passed a motion recommending that the City Council approve the proposed amendments. The City Council held duly advertised public hearings on November 15, 2022, December 6, 2022, and December 20, 2022 and approved the amendments. Public notice was provided in accordance with MMC Subsection 19.1008.3.

- (2) MMC Subsection 19.902.4.B contains approval criteria for changes to the text of the Milwaukie Comprehensive Plan.

- (a) MMC Subsection 19.902.3.B.1 requires that the proposed amendment be consistent with the goals and policies of the Comprehensive Plan, as proposed to be amended.

Changes to the maps of the Milwaukie Comprehensive Plan must be evaluated against the approval criteria in Subsection 19.902.3.B. A quasi-judicial map amendment shall be approved if these criteria are met. A legislative map amendment may be approved if these criteria are met.

The findings for compliance with MMC 19.902.3.B apply to the findings for these map amendments as well. Refer to the findings above for compliance with this code section.

- 9. MMC 19.902.5 establishes requirements for amendments to the text of the zoning ordinance. The City Council finds that these requirements have been met as follows.

- a. MMC Subsection 19.902.5.A requires that changes to the text of the land use regulations of the Milwaukie Municipal Code shall be evaluated through a Type V review per Section 19.1008.

The Planning Commission held a duly advertised public hearing on September 27, 2022 and passed a motion recommending that the City Council approve the proposed amendments. The City Council held duly advertised public hearings on November 15, 2022, December 6, 2022, and December 20, 2022 and approved the amendments. Public notice was provided in accordance with MMC Subsection 19.1008.3.

- (1) MMC Subsection 19.902.5.B establishes the approval criteria for changes to land use regulations of the Milwaukie Municipal Code.

- (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 coordinate and are consistent with other provisions of the Milwaukie Municipal Code.

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

The goals and policies of the Comprehensive Plan support the amendments to consolidate the high density zones and the allow multi-unit housing by right.

- (c) Section 7 – Housing:

Provide safe, affordable, stable housing for Milwaukie residents of every socioeconomic status and physical ability within dwellings and neighborhoods that are entirely equitable, delightfully livable, and completely sustainable.

- (a) Goal 7.1 – Equity:

Enable and encourage housing options that meet the needs of all residents, with a specific focus on uplifting historically disenfranchised communities and eliminating disparities for populations with special needs or lower incomes.

- (i) Policy 7.1.1:

Provide the opportunity for a wider range of rental and ownership housing choices in Milwaukie, including additional middle housing types in low and medium density zones.

- (ii) Policy 7.1.2:

Establish development standards that regulate size, shape, and form and are not exclusively focused on regulating density.

- (iii) Policy 7.1.3:

Promote zoning and code requirements that remove or prevent potential barriers to home ownership and rental opportunities for people of all ages and abilities, including historically marginalized or

vulnerable populations such as people of color, aging populations, and people with low incomes.

(b) Goal 7.2 – Affordability:

Provide opportunities to develop housing that is affordable at a range of income levels.

(i) Policy 7.2.2:

Allow and encourage the development of housing types that are affordable to low or moderate-income households, including middle housing types in low and medium density zones as well as larger apartment and condominium developments in high-density and mixed-use zones.

(ii) Policy 7.2.4:

Provide a simplified permitting process for the development of accessory dwelling units (ADUs) or conversion of single-unit homes into duplexes or other middle housing types.

(d) Section 8 – Urban Design and Land Use Goals and Policies:

Promote the design of private development and public spaces and facilities to enhance community livability, environmental sustainability, social interaction, and multimodal connectivity and support the unique function of Milwaukie neighborhoods as the centers of daily life.

(a) Goal 8.3 – Process:

Provide a clear and straight forward design review process for development in Milwaukie along with incentives to achieve desired outcomes.

(i) Policy 8.3.2:

Ensure that a clear and objective process is available for all housing types that meet design standards, provide adequate open space, and fit into the community, while offering an alternative discretionary path for projects that cannot meet these standards.

The proposed amendments implement sections of the comprehensive plan related to multi-unit housing. The amendments propose to consolidate the existing five high density residential zones into one zone, simplify the review process for multi-unit housing in the new consolidation, re-define residential care facilities to use state-accepted terminology and allow them outright where multi-unit housing is permitted,

and redefine boarding houses using a more widely used term, single room occupancy, and allowing this use where multi-unit housing is permitted. The amendments simplify the code and also help to move the city closer to realizing its goal of providing “safe, affordable, stable housing for Milwaukie residents of every socioeconomic status and physical ability”.

- (e) 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 amendment is consistent with the Metro Urban Growth Management Functional Plan and relevant regional policies related to residential capacity.

The Metro Urban Growth Management Functional Plan includes a number of titles that address various aspects of the region’s goals and policies for urban development.

- (i) Title 1 Housing Capacity

The proposed amendments will provide additional opportunities for multi-unit housing development throughout the city’s high density residential zones.

- (ii) Title 7 Housing Choice

The proposed amendments will provide additional opportunities for multi-unit development and group housing, as well as residential care facilities in the city’s high density residential zone, and will support Metro’s policies for expanding housing choice with a needed housing type in Milwaukie.

The proposed amendments were sent to Metro for comment. Metro did not identify any inconsistencies with the Metro Urban Growth Management Functional Plan or relevant regional policies. The proposed code amendments are in compliance with Metro’s Functional Growth Management Plan.

- (f) 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.

The proposed amendments were sent to the Department of Land Conservation and Development (DLCD) for comment. The DLCD did not identify any areas where the proposed amendments were inconsistent with State statutes and administrative rules. Additional findings have been prepared demonstrating compliance with the Statewide Planning Goals.

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

The City Council finds that the Federal Fair Housing Amendments Act of 1988 is relevant to the proposed amendments. The proposed amendments provide a clear and objective review process for middle housing development in the residential zones.

- b. MMC 19.902.6 establishes requirements for amendments to the Zoning Map. The City Council finds that these requirements have been met as follows.

- (1) MMC Subsection 19.902.6.A states that changes to the Zoning Map shall be evaluated through either a Type III or a Type V review.

The Zoning Map amendments involve all properties zoned R-3, R-2.5, R-2, R-1, and R-1-B, as well as commercially zoned properties for terminology clarifications. The amendments are legislative in nature and subject to Type V review.

The Planning Commission held a duly advertised public hearing on September 27, 2022, and passed a motion recommending that the City Council approve the proposed amendments. The City Council held duly advertised public hearings on November 15, 2022, December 6, 2022, and December 20, 2022, and approved the amendments. Public notice was provided in accordance with MMC Subsection 19.1008.3.

- (2) MMC Subsection 19.902.6.B contains approval criteria for changes to the Zoning Map.

- (a) The proposed amendment is compatible with the surrounding area based on the following factors:

- i. Site location and character of the area.

The proposed zoning map amendments are a consolidation of the existing R-3, R-2.5, R-2, R-1, and R-1-B zones into one zone: HDR. The zone remains high density residential in nature, with amendments related to the land use review process, terminology, and the addition of personal service uses.

- ii. Predominant land use pattern and density of the area.

As noted above, the proposed zoning map amendments affect the R-3, R-2.5, R-2, R-1, and R-1-B zones which are currently predominantly residential in nature at a high density with limited permitted commercial uses. The consolidation of this zone reflects the intent of the comprehensive plan to simplify the zoning code.

- iii. Expected changes in the development pattern for the area.

Given that the amendments consolidate existing high density zones, and propose some changes to the land use review process for some uses, the change in development pattern in some areas may include a modest increase. The intent of the amendments package is to consolidate and simplify the code and review processes, but not make significant changes to allowed uses.

- (b) The need is demonstrated for uses allowed by the proposed amendment.

Per the City's 2016 Housing Needs Analysis (HNA), Milwaukie currently has a range of housing types, including single dwelling detached and attached homes, duplexes, multi-unit, and mixed-use developments, and has sufficient capacity to provide for needed housing during the next 20 years. The HNA includes the City's buildable lands inventory (BLI) for housing within the UGB, showing that the city has sufficient zoned capacity to meet the projected housing needs over the next 20 years. Relevant findings from the HNA include:

(i) *The projected growth in the number of non-group households over 20 years (2016-2036) is roughly 1,070 households, with accompanying population growth of 2,150 new residents. The supply of buildable land includes properties zoned to accommodate a variety of housing types. Single dwelling residential zones with larger minimum lot sizes will accommodate single dwelling detached housing. Medium density residential zones will accommodate single dwelling attached homes (e.g., townhomes or rowhouses, duplexes and triplexes) and multi-family and mixed-use zones can accommodate high density housing.*

(iii) *Over the next 20 years, Milwaukie is likely to be attractive to younger adults seeking relatively affordable housing near transportation options and employment centers. Some in this generation are already starting families and will be well into middle age during the 20-year planning period. More of these households may move from areas like central Portland to communities like Milwaukie for more attainable housing, more space, and schools.*

The availability is shown of suitable alternative areas with the same or similar zoning designation.

Staff has interpreted this criterion to mean that the finding shall show that there is no suitable alternative area with the same or similar zoning designation.

As noted above the proposed zoning map amendments would consolidate the existing five high density residential zones to one high density zone to simplify the code and make modest adjustments to streamline land use review.

- (c) The subject property and adjacent properties presently have adequate public transportation facilities, public utilities, and services to support the use(s) allowed by the proposed amendment, or such facilities, utilities, and services are proposed or required as a condition of approval for the proposed amendment.

The public transportation facilities, public utilities, and services in the high density residential zones are adequate to support the proposed amendments. The subject properties are already being used for, or are zoned for, residential development. The proposed amendments may increase the demand on the facilities, utilities, or services in the area, which have been planned for.

- (d) The proposed amendment is consistent with the functional classification, capacity, and level of service of the transportation system. A transportation impact study may be required subject to the provisions of Chapter 19.700.

The proposed amendment is unlikely to intensify the development potential of the high density residential zones. Any increase in development will likely be modest and not in a manner that would result in a failure level of service on the city's transportation system. The city's TSP anticipates residential development in these zones and the TSP is being fully revised in 2022-2023.

- (e) The proposed amendment is consistent with the goals and policies of the Comprehensive Plan, including the Land Use Map.

The subject areas are designated for residential development and will continue to be designated as such. The goals and policies of the Comprehensive Plan for residential development are noted above in Finding 9 and the primary purpose of the amendments is to implement the comprehensive plan as it relates to housing and simplification of the code. The proposed amendment is consistent with those goals and policies.

- (f) The proposed amendment is consistent with the Metro Urban Growth Management Functional Plan and relevant regional policies.

See Finding 8.a.(1)(d) above.

- (g) The proposed amendment is consistent with relevant State statutes and administrative rules, including the Statewide Planning Goals and Transportation Planning Rule.

See Finding 8.a.(1)(e) above.

UGMFP Findings for Milwaukie Code Amendments for High Density Residential Zones

The Metro Urban Growth Management Functional Plan (UGMFP) provides tools to meet regional goals and objectives adopted by Metro Council, including the 2040 Growth Concept and the Regional Framework Plan. Under the Metro Charter, the City of Milwaukie's Comprehensive Plan and implementing ordinances are required to comply and be consistent with the UGMFP. The UGMFP consists of 11 code titles with policies and compliance procedures for the following topics:

- Title 1: Housing Capacity
- Title 7: Housing Choice
- Title 8: Compliance Procedures

Metro requires "substantial compliance" with requirements in the UGMFP. Per the definition in Title 10, "substantial compliance" means that the City's zoning code conforms with the purposes of the performance standards in the functional plan "on the whole." Any failure to meet individual performance standard requirements is considered technical or minor in nature.

Based on the findings described below, the proposed code amendments related to consolidation of the city's high density residential zones substantially comply with all applicable titles of the Urban Growth Management Functional Plan.

Title 1: Housing Capacity

Finding: Title 1 of the UGMFP is intended to promote efficient land use within the Metro urban growth boundary (UGB) by increasing the capacity to accommodate housing. Metro's 2020 Compliance Report concluded that Milwaukie is in compliance for the City's Title 1 responsibilities.

Milwaukie has established minimum densities in its Zoning Code (Title 19 of the Municipal Code) (Code) for each residential base zone. These minimum and maximum densities comply with Title 1 for all zones where dwelling units are authorized. The proposed code updates are primarily related to consolidation of the high density residential zones from five zones to one zone, updating of outdated definitions of residential care facilities, and streamlining of land use review processes in these zones. No changes or reduction to the areas zoned for high density residential uses are proposed and, in some cases, the permitted densities are increased. The amendments are intended to increase the supply of attainable housing, and provide equitable access and housing choice for all. The findings demonstrating compliance with city code requirements include information from the Housing Needs Analysis evaluating housing capacity and demonstrate how the proposed

code amendments support compact, dense development, especially in the city's high-density residential zones.

Based on the findings above, the proposed amendments are consistent with Title 1.

Title 7: Housing Choice

Finding:

Title 7 is designed to ensure the production of affordable housing within the UGB. Under Title 7, the City is required to ensure that its Comprehensive Plan and implementing ordinances include strategies to: ensure the production of a diverse range of housing types, maintain the existing supply of affordable housing, increase opportunities for new affordable housing dispersed throughout the City, and increase opportunities for households of all income levels to live in affordable housing (3.07.730). Metro's 2020 Compliance Report concluded that Milwaukie is in compliance for the City's Title 7 responsibilities.

The local code findings, based on the City's 2016 Housing Needs Analysis (HNA), include findings that demonstrate that Milwaukie currently has a range of housing types, including single dwelling detached and attached homes, duplexes, multi-family, and mixed-use developments, and has sufficient capacity to provide for needed housing during the next 20 years. The City plans to update the HNA in 2022 to further solidify these findings. The findings also illustrate how the proposed code amendments implement the policies in the new comprehensive plan that promote a diverse range of housing types, with a focus on housing affordability, equity, sustainability, and livability. The proposed amendments allow a variety of housing options for households of all incomes, ages and living patterns, sited in a dispersed manner throughout the high density zones to help ensure access to services, community amenities, and employment centers. A mix of housing types combined with the higher densities will support development of smaller units with lower land costs and increased opportunities for transit, all of which can facilitate more affordable housing.

In addition to the recently adopted comprehensive plan which has multiple policies supporting housing affordability, equity and choices, the City has conducted several recent planning efforts aimed at addressing similar goals. The *Milwaukie Housing Affordability Strategy* and *Equitable Housing Policy & Implementation Plan* identify a variety of specific strategies to further these goals, many of which are already being implemented by the City and its local and regional partners. The proposed code amendments are the result of an evaluation of the existing zoning ordinance to reduce barriers to and encourage the development of smaller, potentially more affordable housing types. Multi-unit development, residential care facilities, and single room occupancy housing are now proposed to be permitted by right in all high density residential zones in the city.

Based on the findings above, the proposed amendments are consistent with Title 7.

Title 8: Compliance Procedures

Finding: Title 8 establishes a process for ensuring compliance with requirements of the UGMFP. An amendment to the City comprehensive plan or land use regulations is deemed to comply with the UGMFP only if the City provided notice to Metro as required by section 3.07.820(a). The City of Milwaukie provided Metro a set of draft code amendments on August 31, 2021, which was more than 35 days prior to the first evidentiary hearing, which was held on September 27, 2022.

Based on the findings above, the proposed amendments are consistent with Title 8.

Statewide Findings for Milwaukie Plan and Code Amendments – Consolidation of High Density Residential Zones

This memo summarizes the consistency of the proposed code amendments with the following statewide goals, as well as key Oregon Revised Statutes (ORSs) and Oregon Administrative Rules (OARs):

- Goal 1: Citizen Involvement
- Goal 2: Land Use Planning
- Goal 10: Housing
- Goal 11: Public Facilities
- Goal 12: Transportation
- Goal 13: Energy
- Goal 14: Growth Management

Other Statewide Planning Goals are not directly applicable to the proposed code amendments. Goals related to agriculture and forestry do not apply to land intended for future urbanization within the urban growth boundary. Additionally, the proposed amendments do not involve land or resources designated as part of Oregon’s coastal zone.

Consistency with the applicable goals is a requirement for any amendment to a City’s land use ordinances.

Based on the findings described below, the proposed code amendments comply with the applicable Statewide Goals and associated ORS and OAR provisions.

Goal 1: Citizen Involvement

Finding: Goal 1 requires the City to employ an appropriately-scaled involvement program to ensure the opportunity for meaningful public involvement throughout the land use planning process. Goal 1 requires the City to incorporate six key components in its public involvement program:

- Citizen Involvement: An officially-recognized committee for public involvement broadly representative of geographic areas and interests related to land use and land-use decisions to provide for widespread public involvement;
- Communication: Mechanisms for effective two-way communication between the public and elected/appointed officials;
- Influence: Opportunities for the public to be involved in all phases of the planning and decision-making process including developing, evaluating, and amending plans;
- Technical Information: Access to technical information used in the decision-making process, provided in an accessible and understandable format;

- Feedback Mechanisms: Programs to ensure that members of the public receive responses from policy-makers and that a written record for land-use decisions is created and made accessible; and,
- Financial Support: Adequate resources allocated for the public involvement program as an integral component of the planning budget.

Following is a summary of activities undertaken by the City to support the proposed code amendments related to consolidation of the high density residential zones.

Planning Commission and City Council Updates

City staff conducted three work sessions with the City’s Planning Commission and City Council to review the status of the work and solicit feedback on key issues.

The specific proposed code language was posted with a code commentary on the City’s website on August 26, 2022. Prior to the public hearings the Planning Commission had 3 work sessions about the proposed code amendment language in July and August 2022. These meetings also were open to the public and were recorded and available for public viewing after the meetings. A work session with the City Council was held before the City Council hearing on the amendments. Specific notice of the draft amendments and the September 27, 2022 public hearing was as follows: regular email notices were sent to all Neighborhood District Association members, members of the middle housing code project steering committee, and to everyone who registered on the Engage Milwaukie platform as part of the middle housing code project. The current version of the draft amendments has been posted on the application webpage since August 26, 2022.

Based on the findings above, the Zoning Code update is consistent with Oregon Statewide Planning Goal 1.

Goal 2: Land Use Planning

Goal 2. 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.

Finding: Goal 2 requires the City 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 plan and code amendments are related directly to implementation of the city’s comprehensive plan as it relates to the consolidation of the city’s high density residential zones. Only changes that reduce the required level of land use review for a limited number of residential uses are proposed that impact the land use planning process or policy framework within the city.

Goal 2 does not apply to the proposed amendments.

Goal 10: Housing

Goal 10: To provide for the housing needs of citizens of the state.

Finding: Goal 10 requires the City to maintain and plan for an adequate land supply to accommodate at least 20 years of future growth, providing flexibility in housing location, type, and density to ensure the availability and prices of housing units are commensurate with the needs and financial capabilities of Oregon households. Comprehensive plans are required to include an analysis of community housing needs by type and affordability, an assessment of housing development potential, and an inventory of residential land; contain policies for residential development and supportive services based on that analysis that increase the likelihood that needed housing types will be developed; and provide for an adequate supply of a variety of housing types consistent with identified policies and meeting minimum density and housing mix requirements (established by OAR 660, Division 007).

The City's 2016 Housing Needs Analysis (HNA), included findings that demonstrate that Milwaukie currently has a range of housing types, including single-family detached and attached homes, duplexes, multi-family, and mixed-use developments, and has sufficient capacity to provide for needed housing during the next 20 years.

In 2017 the City adopted its Community Vision which includes the following statement about housing:

“Milwaukie invests in housing options that provide affordability, high quality development and good design, promoting quality living environments. It maintains the small neighborhood feel through creative use of space with housing options that embrace community inclusion and promotes stability.”

In order to realize the full vision for the community the next step was to complete a full overhaul of its Comprehensive Plan which was adopted in 2020. The housing component of the plan is critical to realizing the vision and Council has made housing a top priority of the City for the last several years.

In addition to the updated Comprehensive Plan policies supporting housing affordability, equity and choices, the City has conducted several recent planning efforts aimed at addressing similar goals, including the following.

The **Milwaukie Housing Affordability Strategy (MHAS)** was adopted by the Milwaukie City Council in 2018 after the Council identified housing affordability as its number one priority for the 2017–2018 biennium. The MHAS is a blueprint for providing equitable affordable housing opportunities and is intended to help increase the amount of affordable housing in the City. It serves as an overarching framework, combining existing land uses, needs assessments, housing

policy analysis, and an analysis of best practices from peer cities. The MHAS includes a total of 31 proposed actions or programs focused around the following three goals:

- Develop New Units
- Prevent Displacement and Keep Affordable Units Affordable
- Connect People to Existing Affordable Housing

The **Milwaukie Housing Equity Policy Implementation Plan (EHPIP)** was prepared in 2019 with funding provided through a grant from the Oregon Department of Land Conservation and Development. The EHPIP builds on the work conducted for the MHAS, as well as other housing affordability and equity initiatives in Milwaukie. It identifies a variety of specific strategies to further these goals, with a strong focus on how they will promote geographic, racial, and income equity in Milwaukie. The EHPIP also includes a cross-referencing of EHPIP strategies with draft Comprehensive Plan goals and policies.

The proposed code amendments implement a variety of goals and policies related to housing and will support consistency with Statewide Planning Goal 10. By increasing density in some high density zones, streamlining the land use review process for multi-unit development, single room occupancy housing, and residential care facilities, housing choice and opportunities to expand housing options are made possible.

Additionally, the City plans to update the HNA in 2022 when the city can further consider the impacts of the proposed code amendments related to high density housing on land capacity.

The proposed amendments relate to implementation of portions of the Comprehensive Plan related to housing in, and consolidation of, the city's high density residential zones. Creating and supporting housing opportunities has been a key goal for Council and the community. The adopted Comprehensive Plan policies call for expanded housing opportunities throughout the city and consolidation of zones where possible to simplify the code. The amendments also reduce barriers to the development of multi-unit housing, residential care facilities, and single room occupancy housing within these zones.

The proposed amendments implement comprehensive plan policies related to housing affordability and equity by allowing for a variety of housing options for households of all incomes, ages and living patterns. Housing is sited in a dispersed manner throughout the City to help ensure access to services, community amenities, and employment centers. A mix of housing types combined with the higher densities will support development of smaller units with lower land costs and increased opportunities for transit, all of which can facilitate more affordable housing.

The city's Community Development Department will continue to work on ways to assist in the development of housing, provide incentives for regulated affordable housing development, provide incentives for the retention or conversion of existing affordable housing supply, and provide incentives and reduce barriers within the development code.

Based on the findings above, the Comprehensive Plan Amendment is consistent with Statewide Planning Goal 10.

Goal 11: Public Facilities

Goal 11: To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: Goal 11 requires the City to “plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.” The City of Milwaukie coordinates with several other local service providers to ensure timely, orderly and efficient arrangement and provision of public services to serve development within the City of Milwaukie and its planning area between the city limits and UGB. The City of Milwaukie provides planning and zoning services inside the city limits, as well as provision of water, conveyance of wastewater, transportation facilities on city-owned facilities, law enforcement, and library services. The City is already in compliance with Goal 11 and the preparation and adoption of updated specific facility master plans for water, wastewater and stormwater are underway at this time.

Goal 11 is not applicable to the proposed code amendments related to consolidation of the high density residential zones.

Goal 12: Transportation

Goal 12: To provide and encourage a safe, convenient and economic transportation system.

Finding: Goal 12 and the State Transportation Planning Rule (TPR; OAR 660, Division 012) require cities to provide and encourage a safe, convenient, and economic transportation system. Together, they require the City to develop and maintain a Transportation System Plan (TSP), which must be incorporated as part of the Comprehensive Plan. A local TSP acts as a guiding policy document for long-term transportation planning and presents the City's goals and policies while outlining and prioritizing proposed improvements for pedestrian, bicycle, public transit, motor vehicle, and freight systems; downtown parking; and neighborhood traffic management.

The city was in compliance with Goal 12 prior to these code amendments and with the planned update to the TSP in 2022-2023 reflecting the proposed code amendments for the high density zones consolidation, the proposal is consistent with Goal 12 Transportation and the Transportation Planning Rule.

Goal 13: Energy

Goal 13: To conserve energy.

Finding: Goal 13 requires that any spatial changes to future patterns of allowed land uses must conserve energy.

The city's Comprehensive Plan is already in compliance with Goal 13 and the proposed code amendments provide greater opportunities for more compact development and efficient use of land which will result in a reduction in energy consumption, including in transportation and utilities.

The proposed code amendments, related to consolidation of the high density residential zones, are consistent with Statewide Planning Goal 13.

Goal 14: Growth Management

Goal 14: To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

The entirety of the city and its Municipal Planning Area (MPA) is located within the Urban Growth Boundary (UGB). As such, the proposed amendments will not result in the transition of any land from rural to urban uses or result in population or employment growth outside of the UGB.

The proposed amendments are directly related to the consolidation of the high density residential zones, which will enhance community livability, environmental sustainability, social interaction, and multimodal connectivity and support the unique function of Milwaukie neighborhoods as the centers of daily life.

Goal 14 does not directly apply to the proposal but the amendments are consistent with Goal 14.

Underline/Strikeout Amendments

Title 14 Signs

14.040.030 Definitions

“Residential zones” means the R-MD, ~~R-3, R-2.5, R-2,~~ and ~~R-1-B~~ HDR Residential Zones as defined in the Zoning Ordinance.

~~“Residential-Business Office Zone” means the R-1-B Zone, as defined in the Zoning Ordinance.~~

14.16.010 MODERATE DENSITY RESIDENTIAL ZONE

No sign shall be installed or maintained in ~~an~~ the R R-MD Zone, except as allowed under Section 14.12.010 Exempted Signs, or as otherwise noted in Table 14.16.010.

Table 14.16.010 Standards for Signs in <u>Moderate Density Residential Zones</u>				
Sign Type	Area	Height	Number	Illumination¹
Signs at entrances to subdivisions or manufactured home parks	Max. 2 SF per dwelling unit to max. 32 SF per sign; max. 16 SF per display surface; total sign area for all display surfaces of no more than 64 SF.	Max. 6 ft. above grade.	1 per entrance.	External illumination only
Freestanding signs on multifamily unit properties	Limited to 2 SF per dwelling unit to a max. area of 32 SF, 16 SF per display surface.	Max. 6 ft. above grade.	1 per street frontage. ²	External illumination only
Wall signs on multifamily unit properties	Limited to 2 SF per dwelling unit to a max. of 32 SF.	No wall sign shall extend above the roofline at the wall, or the top of a parapet wall, whichever is higher.	1 per street frontage permitted. ²	External illumination only
Awning signs on multifamily unit properties	Max. display surface is 25% of awning area, up to max. of 32 SF.	May not extend higher than the point where the roofline intersects the exterior wall.	1 per street frontage. ³	
Hanging sign suspended beneath awning	Max. area limited to 1 SF per 1 lineal ft. of awning	Min. clearance 8 ft. from ground to the lowest portion	1 per street frontage. ³	External illumination only

	length.	of awning or sign.	
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¹ Par spot or reflective-type bulbs may be used for indirect illumination of the display surface if properly shielded from direct glare onto streets. Sign illumination shall be directed away from, and not be reflected upon, adjacent premises. See Section 14.24.020.

² Either 1 freestanding or 1 wall sign per street frontage is permitted.

³ Either 1 sign on an awning or 1 sign hanging beneath an awning is allowed.

(Ord. 2051 § 2, 2012; Ord. 2001 § 2, 2009; Ord. 1965 §§ 2, 3, 2006; Ord. 1733 § 1(1) (Exh. A), 1993)

14.16.020 RESIDENTIAL-BUSINESS OFFICE HIGH DENSITY RESIDENTIAL ZONE

No sign shall be installed or maintained in an ~~R-1-B~~ the HDR Zone, except as allowed under Section 14.12.010 Exempted Signs, or as otherwise noted in Table 14.16.020.

Table 14.16.020 Standards for Signs in <u>High Density Residential Zone HDR Residential-Business Office Zone R-1-B</u>				
Sign Type	Area	Height	Number	Illumination¹
Signs at entrances to subdivisions	Max. 2 SF per dwelling unit to max. 32 SF per sign; 16 SF per display surface; total sign area for all display surfaces may not exceed 64 SF.	Max. 6 ft. above grade.	1 per entrance.	External only
Freestanding signs on multifamily unit properties	Max. 2 SF per dwelling unit to max. 32 SF per sign; 16 SF per display surface.	Max. 6 ft. above grade.	1 per street frontage.	External only
Wall signs on multifamily unit properties	Limited to 2 SF per dwelling unit to a max. 32 SF.	Cannot extend above roofline at wall or top of parapet wall, whichever is higher.	1 per street frontage.	External only
Awning signs on multifamily unit properties	Max. display surface is 25% of awning area, up to a max. of 32 SF.		1 per street frontage.	External only
Freestanding signs on commercial property	Max. 32 SF per display surface; total sign area for	Max. 12 ft.	1 permitted. ²	External only

	all display surfaces may not exceed 64 SF.			
Wall signs on commercial property ³	Max. 10% of building face related to commercial use.	Cannot extend above roofline at wall or top of parapet wall, whichever is higher.	1 permitted. ⁴	External only
Awning signs related to a commercial use	Max. display surface is 25% of surface of awning not to exceed 10% of the building face related to commercial use.	May not extend higher than the point where the roofline intersects the exterior wall.	1 per frontage.	External only
Hanging sign suspended beneath awning	Max. 1 SF per 1 lineal ft. of awning length.	Min. clearance 8 ft. from ground level to lowest portion of awning or suspended sign.	1 per street frontage. ⁵	External only
Daily display sign ⁶	Max. 8 SF per display surface; total sign area may not exceed 16 SF.	Max. 6 ft. above ground level.	1 per property or occupancy.	External only

¹ Par spot or reflective-type bulbs may be used for indirect illumination of the display surface if properly shielded from direct glare onto streets. Sign illumination shall be directed away from, and not be reflected upon, adjacent premises. See Section 14.24.020.

² One freestanding sign is permitted in addition to one wall sign.

³ In addition to the sign size limitations of this chapter, if an original art mural permitted under Title 20 occupies a wall where a wall sign has been proposed, the size of the wall sign shall be limited such that the total area of the original art mural plus the area of the wall sign does not exceed the maximum allowed.

⁴ One wall sign is permitted in addition to one freestanding sign or 2 wall signs permitted.

⁵ For awnings related to residential use, either one sign on an awning or one sign hanging beneath an awning is allowed.

⁶ Location. A daily display sign shall not be located within required landscaped areas, and is only allowed within the public right-of-way subject to the standards of Section 14.20.040.

(Ord. 2110 § 2 (Exh. G), 2015; Ord. 2078 § 2 (Exh. B), 2014; Ord. 2051 § 2, 2012; Ord. 2001 § 2, 2009; Ord. 1965 §§ 2, 3, 2006; Ord. 1917 § 3 (Exh. B), 2003; Ord. 1916 § 3 (Exh. B), 2003; Ord. 1880 § 6 (Exh. A), 2000; Ord. 1733 § 1(1) (Exh. A), 1993)

Title 19 Zoning Ordinance

CHAPTER 19.100 INTRODUCTORY PROVISIONS

19.107.1 Zone Classifications

For the purposes of this title, the following base zones and overlay zones are established in the City per Table 19.107.1:

Table 19.107.1 Classification of Zones	
Zone Description	Abbreviated Description
Base Zones	
Residential	R-MD
Residential	<u>HDR</u>
Residential	R-2.5
Residential	R-2
Residential	R-4
Residential Business Office	R-1-B
Downtown Mixed Use	DMU
Open Space	OS
Neighborhood Commercial	C-N
Limited Commercial	C-L
General Commercial	C-G
Community Shopping Commercial	C-CS
Manufacturing	M
Business Industrial	BI
Planned Development	PD
Tacoma Station Area Mixed Use	MUTSA
General Mixed Use	GMU
North Milwaukie Employment	NME
Neighborhood Mixed Use	NMU
Overlay Zones	
Willamette Greenway	WG
Historic Preservation	HP
Flex Space	FS
Aircraft Landing Facility	L-F

CHAPTER 19.200 DEFINITIONS AND MEASUREMENTS

19.201 DEFINITIONS

~~“Boarding house” means a building or portion thereof without separate housekeeping facilities to be occupied, or which is occupied primarily, by persons paying consideration for sleeping purposes where meals may or may not be provided, and which is not occupied as a single-family unit. Lodging capacity is subject to provisions of the Uniform Building Code.~~

~~“Congregate housing facility” means a multidwelling unit, permanent housing center with individual or common housekeeping facilities and services provided for residents who require or desire a more supportive living environment than typically available to residents in traditional apartment or single-family living residential housing. These facilities may provide regular on-premises supervision by registered medical staff or care providers. Occupants of these facilities may include the elderly, disabled, handicapped, or other persons as defined in the Federal Fair Housing Amendments Act of 1988. Congregate housing facilities are permitted outright in all residential zones that permit multifamily apartments, and they require conditional use approval in those residential zones that allow multifamily uses conditionally. In each case, density standards of the zone shall determine number of units allowed.~~

Office:

~~“Production-related office” means offices that are characterized by activities that, while conducted in an office-like setting, involve less face-to-face customer contact and do not tend to generate foot traffic. Their operations are less service-oriented than traditional office uses and focus on the development, testing, research, production, processing, packaging, or assembly of goods and products. Examples include: software and internet content development and publishing; telecommunication service providers; data processing; television, video, radio, and internet studios and broadcasting; scientific and technical services; call centers; and medical and dental labs.~~

~~“Professional and administrative office” means professional, executive, management, or administrative offices of firms or organizations, including government, medical, or financial services. These office uses generally involve a high level of face-to-face customer contact and are typically expected to generate foot traffic. Typical uses include offices for professionals such as physicians, dentists, lawyers, architects, engineers, artists, musicians, designers, teachers, accountants, financial businesses such as lenders, brokerage houses, bank headquarters, or real estate agents; sales offices; government offices and public utility offices; and medical and dental clinics, or others who through training are qualified to perform services of a professional nature, and where no storage or sale of merchandise exists.~~

~~“Traditional office” means offices that are characterized by activities that generally focus on business, government, professional, medical, or financial services. These office uses generally involve a high level of face-to-face customer contact and are typically expected to generate foot traffic. Examples include: professional services such as lawyers, architects, or accountants; financial businesses such as lenders, brokerage houses, bank headquarters, or real estate~~

~~agents; sales offices; government offices and public utility offices; and medical and dental clinics.~~

Residential Uses and Structures:

“Adult foster/care homes” means a dwelling unit operated to provide a permanent residence and licensed care for up to five people who are elderly, disabled, handicapped, or otherwise require such a residence.

“Single room occupancy housing (SRO)” means a building wherein nine (9) or more rooms are offered for rent and where rooms, individually or collectively, do not constitute separate dwellings. Each room is without a kitchen, but access must be provided to a shared cooking and eating facility. Each room may have provision for counter-top appliances and refrigerator. The toilet/bath may be private or shared with other room(s). SRO developments are designed to be occupied by long-term residents on a monthly or longer basis. For calculating residential density, four SRO rooms are equal to 1 dwelling unit with fractions rounded up.

“Multi-unit development” means a structure that contains five or more dwelling units that share common walls or floor/ceilings with one or more units. The land underneath the structure is not divided into separate lots. Multi-unit development includes structures commonly called garden apartments, apartments, and condominiums. Residential care facilities are considered a type of multi-unit development.

~~“Residential home” means a dwelling unit operated as a single housekeeping unit for the purpose of providing a permanent residence—which includes food, shelter, personal services, and care—for the elderly, disabled, handicapped, or others requiring such a residence, as defined by the Federal Fair Housing Amendments Acts of 1988.~~

~~“Senior and retirement housing” means a multiunit dwelling where persons who are of retirement age reside. Activity levels, including traffic generation and parking of cars, are generally lower than for other types of housing. Common facilities for eating and activities may be provided; nursing care, medical supplies, and personal services may be provided on a limited basis. One person may own the entire complex, or each dwelling unit may be owned separately as in a condominium.~~

“Residential care facility” means a licensed living facility for more than five (5) non-related persons, which provides specialized care, supervision, treatment or training, or a combination of these for residents. This use classification includes, but is not limited to assisted living facilities, nursing facilities, and memory care facilities.

“Temporary or transitional facility” means a facility which ~~may~~ provides temporary or transitional services to families or individuals, including lodging where the average stay is 60 days or less. Such facilities shall be classified as community service uses and may include shelters, community counseling centers, rehabilitation centers, and detention and detoxification facilities.

CHAPTER 300 BASE ZONES

19.301 MODERATE DENSITY RESIDENTIAL ZONE

Table 19.301.2 Moderate Density Residential Uses Allowed		
Use	R-MD	Standards/Additional Provisions
Residential Uses		
Single detached dwelling	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Duplex	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Triplex	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Quadplex	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Townhouse	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development Subsection 19.505.5 Standards for Townhouses
Cottage Cluster	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development Subsection 19.505.4 Cottage Cluster Housing
<u>Residential home Adult foster/care home</u>	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Accessory dwelling unit	P	Subsection 19.910.1 Accessory Dwelling Units
Manufactured dwelling park	III	Subsection 19.910.3 Manufactured Dwelling Parks.
Senior and retirement housing <u>Residential care facility</u> <u>Examples include:</u> <u><i>assisted living, nursing facilities, and memory care communities</i></u>	CU CSU	Subsection 19.905.9.C Senior and Retirement Housing Subsection 19.904.8 <u>Specific Standards for Residential Care Facilities</u>

19.302 HIGH DENSITY RESIDENTIAL ZONES

The high density residential zones are is Residential Zone HDR, ~~R-3, Residential Zone R-2.5, Residential Zone R-2, Residential Zone R-1, and Residential-Business Office Zone R-1B.~~ These This zone zones implements the high density residential land use designations in the Milwaukie Comprehensive Plan.

19.302.1 Purpose

The high density residential zone is intended to create and maintain higher density residential neighborhoods that blend a range of housing types with a limited mix of neighborhood-scale commercial, office, and institutional uses.

19.302.2 Allowed Uses in the High Density Residential Zones

Uses allowed, either allowed by right or conditionally, in the high density residential zones are listed in Table 19.302.2 below. Similar uses not listed in the table may be allowed through a Director’s Determination pursuant to Section 19.903. Notes and/or cross references to other applicable code sections are listed in the “Standards/Additional Provisions” column.

See Section 19.201 Definitions for specific descriptions of the uses listed in the table.

Table 19.302.2 High-Density Residential Uses Allowed						
Use	R-3	R-2.5	R-2	R-1	R-1-B	Standards/ Additional Provisions
Residential Uses						
Single detached dwelling	P	P	P	P	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Duplex	P	P	P	P	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Triplex	P	P	P	P	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Quadplex	P	P	P	P	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Residential home	P	P	P	P	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Accessory dwelling unit	P	P	P	P	P	Subsection 19.910.1 Accessory Dwelling Units
Manufactured dwelling park	III	N	N	N	N	Subsection 19.910.3 Manufactured Dwelling Parks
Townhouse	P	P	P	P	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development Subsection 19.505.5 Standards for Townhouses
Cottage cluster	P	P	P	P	P	Subsection 19.505.1 Single

						Detached and Middle Housing Residential Development Subsection 19.505.4 Cottage Cluster Housing
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Table 19.302.2 CONTINUED High Density Residential Uses Allowed						
Use	R-3	R-2.5	R-2	R-1	R-1-B	Standards/ Additional Provisions
Residential Uses CONTINUED						
Multi-unit Housing	CU	CU	P	P	P	Subsection 19.505.3 Multi-Unit Housing Subsection 19.302.5.F Residential Densities Subsection 19.302.5.H Building Limitations
Congregate housing facility	CU	CU	P	P	P	Subsection 19.505.3 Multi-Unit Housing Subsection 19.302.5.F Residential Densities Subsection 19.302.5.H Building Limitations
Senior and retirement housing	CU	CU	CU	P	P	Subsection 19.905.9.G Senior and Retirement Housing
Boarding house	CU	CU	CU	CU	CU	Section 19.905 Conditional Uses
Commercial Uses						
Office	CU	CU	CU	CU	P	Subsection 19.302.3 Use Limitations and Restrictions
Personal/Business Services	CU	CU	CU	CU	P	
Hotel or motel	N	N	N	N	CU	Section 19.905 Conditional Uses
Bed and breakfast or vacation rental	CU	CU	CU	CU	CU	Section 19.905 Conditional Uses
Accessory and Other Uses						
Accessory use	P	P	P	P	P	Section 19.503 Accessory Uses
Agricultural or horticultural use	P	P	P	P	P	Subsection 19.302.3 Use Limitations and Restrictions
Community service use	CSU	CSU	CSU	CSU	CSU	Section 19.904 Community Service Uses
Home occupation	P	P	P	P	P	Section 19.507 Home Occupation Standards
Short-term rental	P	P	P	P	P	Section 19.507 Home Occupation Standards

Table 19.302.2 High Density Residential Uses Allowed		
Use	HDR	Standards/ Additional Provisions
Residential Uses		
Use	HDR	Standards/ Additional Provisions
<u>Single detached dwelling</u>	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
<u>Duplex</u>	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
<u>Triplex</u>	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
<u>Quadplex</u>	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
<u>Adult foster/care home</u>	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
<u>Accessory dwelling unit</u>	P	Subsection 19.910.1 Accessory Dwelling Units
<u>Manufactured dwelling park</u>	III	Subsection 19.910.3 Manufactured Dwelling Parks
<u>Townhouse</u>	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development Subsection 19.505.5 Standards for Townhouses
<u>Cottage cluster</u>	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development Subsection 19.505.4 Cottage Cluster Housing
<u>Multi-unit Housing</u>	P	Subsection 19.505.3 Multi-Unit Housing Subsection 19.302.5.F Residential Densities Subsection 19.302.5.H Building Limitations
<u>Single room occupancy housing</u>	P	Subsection 19.505.3 Multi-Unit Housing Subsection 19.302.5.F Residential Densities Subsection 19.302.5.H Building Limitations
<u>Residential Care Facility</u> <u>Examples include: assisted living, nursing facilities, and memory care communities</u>	P	Subsection 19.505.3 Multi-Unit Housing Subsection 19.302.5.F Residential Densities Subsection 19.302.5.H Building Limitations

<u>Office: Production-related office and Professional and administrative office</u>	<u>P</u>	<u>Subsection 19.302.3 Use Limitations and Restrictions</u> <u>Subsection 19.505.7 Nonresidential Development</u>
<u>Personal/Business Services</u>	<u>P</u>	<u>Subsection 19.302.3 Use Limitations and Restrictions</u> <u>Subsection 19.505.7 Nonresidential Development</u>
<u>Hotel or motel</u>	<u>CU</u>	<u>Section 19.905 Conditional Uses</u>
<u>Bed and breakfast or vacation rental</u>	<u>CU</u>	<u>Section 19.905 Conditional Uses</u>
<u>Accessory use</u>	<u>P</u>	<u>Section 19.503 Accessory Uses</u>
<u>Agricultural or horticultural use</u>	<u>P</u>	<u>Subsection 19.302.3 Use Limitations and Restrictions</u>
<u>Community service use</u>	<u>CSU</u>	<u>Section 19.904 Community Service Uses</u>
<u>Home occupation</u>	<u>P</u>	<u>Section 19.507 Home Occupation Standards</u>
<u>Short-term rental</u>	<u>P</u>	<u>Section 19.507 Home Occupation Standards</u>

19.302.3 Use Limitations and Restrictions

B. Office uses allowed in the high density zones are offices, studios, clinics, and other similar professional offices. Corporate offices for marijuana businesses are permitted provided that no marijuana or marijuana products associated with the business are on site. Marijuana testing labs and research facilities are not permitted office uses in these this zones.

Table 19.302.4						
High Density Residential Development Standards						
Standard	R-3	R-2.5	R-2	R-1	R-1-B	Standards/ Additional Provisions
A. Lot Standards						
<u>Minimum lot size (sq ft)</u>			1,500			Subsection 19.501.1 Lot Size Exceptions Subsection 19.505.4 Cottage Cluster Housing Subsection 19.505.5 Townhouses
<u>Minimum lot width (ft)</u>			20			-

Minimum lot depth (ft)	70		
Minimum street frontage requirements (ft)	-		
Townhouse	20		
Standard lot	35		
Flag lot	25		
Double flag lot	25		
B. Development Standards			
Minimum yard requirements for primary structures (ft)	-		
Front yard	20		
Side yard	See Subsection 19.302.5.A		
Street side yard	15		
Rear yard	15		
Maximum building height for primary structures	35 ft	45 ft	<p>Subsection 19.302.5.E Height Exceptions</p> <p>Subsection 19.501.3 Building Height and Side Yard Height Plane Exceptions</p> <p>Subsection 19.302.5.I Transition Measures</p>

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Table 19.302.4 CONTINUED						
High Density Residential Development Standards						
Standard	R-3	R-2.5	R-2	R-1	R-1B	Standards/ Additional Provisions
Side yard height plane limit		-			-	<p>Subsection 19.501.3 Building Height and Side Yard</p>

Height above ground at minimum required side yard depth (ft)	20 45		25 45	Height Plane Exceptions
Slope of plane (degrees)				
Maximum lot coverage (percent of total lot area)	40%	45%	50%	Section 19.201 “Lot coverage” definition
Minimum vegetation (percent of total lot area)	35%		15%	Subsection 19.504.7 Minimum Vegetation Subsection 19.302.5.D Front Yard Minimum Vegetation Subsection 19.302.5.C Minimum Vegetation
C. Other Standards				
Density requirements (dwelling units per acre)	- 11.6	- 11.6	- 25.0	Subsection 19.202.4 Density Calculations
Minimum	14.5	17.4	32.0	Subsection 19.302.5.F Residential Densities
Maximum ²				Subsection 19.501.4 Density Exceptions

19.302.4 Development Standards

In the high density residential zones, the development standards in Table 19.302.4 apply. Notes and/or cross references to other applicable code sections are listed in the “Standards/Additional Provisions” column. Additional standards are provided in Section 19.302.5.

The standards in Subsection 19.302.4 are not applicable to cottage cluster development except where specifically referenced by Subsection 19.505.4.

See Sections 19.201 Definitions and 19.202 Measurements for specific descriptions of standards and measurements listed in the table.

In the high density residential zones, the development standards in Table 19.302.4 apply. Notes and/or cross references to other applicable code sections are listed in the “Standards/Additional Provisions” column. Additional standards are provided in Section 19.302.5.

In the high density residential zones the following housing types are permitted on lot sizes as follows:

Between 1,500 to 2,999 sq ft: Townhouse, Cottage in a cottage cluster

Between 3,000 to 4,999 sq ft: Duplex, Triplex, and Quadplex.

Between 5,000 to 6,999 sq ft: Single Detached Dwelling, Single Detached Dwelling with up to 2 ADUs, Duplex, Triplex, and Quadplex.¹

7,000 sq ft and up: Single Detached Dwelling, Single Detached Dwelling with up to 2 ADUs, Duplex, Triplex, Quadplex, Cottage Cluster, Multi-Unit Housing.

All other uses require a minimum lot size of 5,000 sq ft.

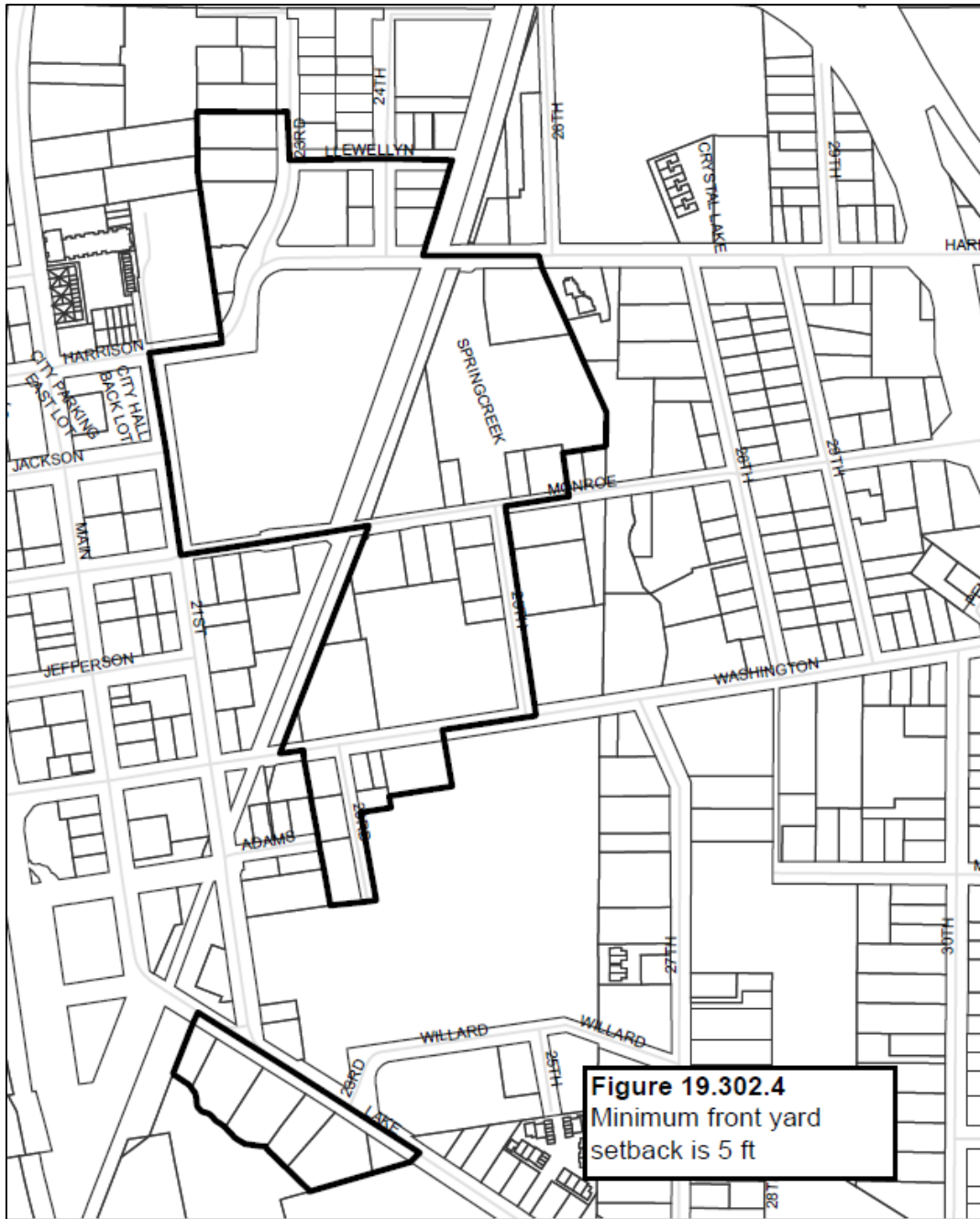
Table 19.302.4		
High Density Residential Development Standards		
Standard	HDR	Standards/ Additional Provisions
A. Lot Standards		
Minimum lot size (sq ft)	1,500	Subsection 19.501.1 Lot Size Exceptions Subsection 19.505.4 Cottage Cluster Housing Subsection 19.505.5 Townhouses
Minimum lot width (ft)	20	
Minimum lot depth (ft)	70	
Minimum street frontage requirements (ft)		
Townhouse	20	
Standard lot	35	
Flag lot	25	
Double flag lot	25	
B. Development Standards		
Minimum yard requirements for primary structures (ft)	-	
Front yard	20	
Side yard	See Subsection	

	<u>19.302.5.A</u>	<u>Subsection 19.504.5 Transition Area Measures</u>
<u>Street side yard</u>	<u>15</u>	
<u>Rear yard</u>	<u>15</u>	
<u>Maximum building height for primary structures</u>	<u>45 ft</u>	<u>Subsection 19.302.5.E Height Exceptions</u> <u>Subsection 19.501.3 Building Height and Side Yard Height Plane Exceptions</u> <u>Subsection 19.505.7 Nonresidential Development</u>
<u>Side yard height plane limit</u>		<u>Subsection 19.501.3 Building Height and Side Yard Height Plane Exceptions</u>
<u>Height above ground at minimum required side yard depth (ft)</u>	<u>25</u>	
<u>Slope of plane (degrees)</u>	<u>45</u>	
<u>Maximum lot coverage (percent of total lot area)</u>	<u>50%</u>	<u>Section 19.201 "Lot coverage" definition</u>
<u>Minimum vegetation (percent of total lot area)</u>	<u>15%</u>	<u>Subsection 19.504.7 Minimum Vegetation</u> <u>Subsection 19.302.5.D Front Yard Minimum Vegetation</u> <u>Subsection 19.302.5.C Minimum Vegetation</u>
<u>Density requirements (dwelling units per acre)</u>	-	<u>Subsection 19.202.4 Density Calculations</u>
<u>Minimum</u>	<u>25.0</u>	<u>Subsection 19.302.5.F Residential Densities</u>
<u>Maximum^{2, 3}</u>	<u>32.0</u>	<u>Subsection 19.501.4 Density Exceptions</u>

²Townhouses are allowed at 4 times the maximum density allowed for single detached dwellings in the same zone or 25 dwelling units per acre, whichever is less. Duplexes, triplexes, quadplexes, and cottage clusters are exempt from density maximums.

³The density for single room occupancy (SRO) developments is calculated as follows: four SRO rooms equal one dwelling unit.

Table 19.304.2 is supplemented by Figure 19.304.2. For those properties identified in Figure 19.304.2, the minimum front yard setback is 5 ft.



19.302.5 Additional Development Standards

E. Height Exceptions

An additional 10 ft of building height may be permitted in excess of the required maximum standard. For the additional 10 ft in building height, an additional 10% of site area beyond the minimum is required to be retained in vegetation.

F. Residential Densities

1. The minimum and maximum development densities in Subsection 19.302.4.C.1 are applicable for land divisions, replats that change the number of lots, and any development that would change the number of dwelling units on a lot. Development of a single detached dwelling or accessory dwelling units are exempt from the minimum and maximum density requirements. Middle housing, except for townhouses, is exempt from maximum density requirements.

If a proposal for a replat or land division is not able to meet the minimum density requirement—due to the dimensional requirements for lot width, lot depth, or lot frontage—the minimum density requirement shall instead be equal to the maximum number of lots that can be obtained from the site given its dimensional constraints. The inability of new lot lines to meet required yard dimensions from existing structures shall not be considered as a basis for automatically lowering the minimum density requirement.

2. Multifamily development in the R-2, R-1, and R-1-B Zones is subject to the minimum site size requirements in Table 19.302.5.F.2. In the event that the minimum site size requirements conflict with the development densities in Subsection 19.302.4.C.1, the site size requirements in Table 19.302.F.2 shall prevail.

Table 19.302.5.F.2

Minimum Site Size for Multifamily Development in the R-2, R-1, and R-1-B Zones

Units	R-2 Zone	R-1 and R-1-B Zone
First Dwelling Unit	5,000 sq ft per unit	5,000 sq ft per unit
Additional Dwelling Units	1,500 sq ft per unit	1,400 sq ft per unit

19.303 COMMERCIAL MIXED-USE ZONES

Table 19.303.2

Uses Allowed in Commercial Mixed-Use Zones

Uses and Use Categories	GMU	NMU	Standards/Additional Provisions
Residential			
Single-family detached	N	CU	Subsection 19.505.1 Single Family Dwellings Section 19.905 Conditional Uses
Rowhouse ¹	P	CU	Subsection 19.505.5 Rowhouses
Multifamily <u>Multi-unit Housing</u>	P	CU	Subsection 19.505.3 Multifamily <u>Multi-unit Housing</u>
Cottage cluster housing	P	CU	Subsection 19.505.4 Cottage Cluster Housing
Mixed use ²	P	P	Subsection 19.505.7 <u>Nonresidential Development</u>
Live/work units	P	P	Subsection 19.505.6 Live/Work Units
Senior and retirement housing	P	CU	Subsection 19.505.3 Multifamily <u>Multi-unit Housing</u>

Table 19.303.2 CONTINUED

Uses Allowed in Commercial Mixed-Use Zones

Uses and Use Categories	GMU	NMU	Standards/Additional Provisions
Commercial^{3, 4} CONTINUED			
General office General office means professional, executive, management, or administrative offices of firms or organizations. Examples include professional services such as lawyers, architects, or accountants; financial businesses such as lenders, credit unions, or real estate agents; sales offices; offices for testing and research-related businesses (including marijuana testing and research), and medical and dental clinics. <u>Production-related office</u> <u>Professional and administrative office</u>	P	P	Subsection 19.303.6.C Marijuana testing and research facilities
Commercial lodging.	P	P	

Commercial lodging includes for-profit residential facilities where tenancy is typically less than one month.			
Examples include hotels, motels, vacation rentals, and bed-and-breakfast establishments. Does not include senior and retirement housing.			

19.304 DOWNTOWN ZONES

Table 19.304.2			
Uses Allowed in Downtown Zones			
Uses and Use Categories	DMU	OS	Standards/ Additional Provisions
Residential			
Boarding house	CU	N	Section 19.905 Conditional Uses
<u>Single room occupancy housing</u>	<u>P</u>	<u>N</u>	Subsection 19.505.3 <u>Multi-unit Housing</u>
Rowhouse	P	N	Subsection 19.304.3.A.1 Downtown residential use limitations Subsection 19.505.5 Rowhouses
Multifamily <u>Multi-unit Housing</u>	P	N	Figure 19.304-2 Ground-Floor Residential Permitted Subsection 19.304.3.A.1 Downtown residential use limitations Subsection 19.505.3 <u>Multifamily Multi-unit Housing</u>
Live/work units	P	N	Subsection 19.304.3.A.1 Downtown residential use limitations Subsection 19.505.6 Live/Work Units
Second-story housing	P	N	Section 19.508 Downtown Site and Building Design Standards
Senior and retirement housing	<u>P</u>	<u>N</u>	Subsection 19.304.3.A.1 Downtown

			residential use limitations Subsection 19.505.3 Multifamily Multi-unit Housing

Table 19.304.2 CONTINUED
Uses Allowed in Downtown Zones

Uses and Use Categories	DMU	OS	Standards/ Additional Provisions
Commercial			
<p>Commercial lodging</p> <p>Commercial lodging includes for-profit residential facilities where tenancy is typically less than 1 month.</p> <p>Examples include hotels, motels, vacation rentals, and bed-and-breakfast establishments. Does not include senior and retirement housing.</p>	P/CU	N	Section 19.905 Conditional Uses (for vacation rentals only)
<p>Production-related office</p> <p>Production-related office uses are characterized by activities that, while conducted in an office-like setting, involve less face-to-face customer contact and do not tend to generate foot traffic. Their operations are less service-oriented than traditional office uses and focus on the development, testing, research, production, processing, packaging, or assembly of goods and products.</p> <p>Examples include: software and</p>	P/CU	N	<p>Subsection 19.304.3.A.2 Main St limitations</p> <p>Subsection 19.304.3.A.3 Commercial use limitations</p> <p>Subsection 19.509.2 Security and odor control for certain marijuana business</p> <p>Section 19.905 Conditional</p>

<p>internet content development and publishing; telecommunication service providers; data processing; television, video, radio, and internet studios and broadcasting; scientific and technical services; call centers, marijuana testing and research facilities, and medical and dental labs.</p>			<p>Uses</p> <p>Note: Production, processing, packaging, and assembly uses must meet the standards listed below under Manufacturing.</p>
<p>Traditional office</p> <p>Traditional office uses are characterized by activities that generally focus on business, government, professional, medical, or financial services. These office uses generally involve a high level of face-to-face customer contact and are typically expected to generate foot traffic.</p> <p>Examples include: professional services such as lawyers, architects, or accountants; financial businesses such as lenders, brokerage houses, bank headquarters, or real estate agents; sales offices; government offices and public utility offices; and medical and dental clinics.</p>	<p>P/CU</p>	<p>N</p>	<p>Subsection 19.304.3.A.3 Commercial use limitations</p> <p>Section 19.905 Conditional Uses</p>
<p><u>Professional and Administrative Office</u></p>	<p><u>P/CU</u></p>	<p><u>N</u></p>	<p>Subsection 19.304.3.A.3 Commercial use limitations</p> <p>Section 19.905 Conditional Uses</p>

19.304.5 Detailed Development Standards

J. Residential Density

1. Intent

There is a minimal amount of land available for new housing development within the downtown zones. Minimum densities are applied to residential development in the DMU

Zone to assure efficient use of land at densities that support transit use and nearby downtown businesses.

2. Standards

a. Minimum densities for ~~rowhouses~~ townhouses and live/work units ~~shall be~~ are units per acre.

b. Minimum densities for stand-alone multifamily dwellings ~~and senior/retirement housing~~ in the DMU Zone ~~shall be~~ are 30 units per acre. Maximum residential densities are controlled by height limits.

19.306 LIMITED COMMERCIAL ZONE C-L

19.306.2 Conditional Uses and Community Service Uses Permitted

In a C-L Zone the following conditional uses and their accessory uses are permitted subject to the provisions of Section [19.905](#):

- A. Funeral home;
- B. Marina and boat sales;
- C. Parking facility;
- D. Repair, maintenance, or service of the type of goods to be found in any permitted retail trade establishment;
- E. Financial institution;
- F. Trade or commercial school;
- G. ~~Single-family~~ unit detached dwelling;
- H. Agricultural or horticultural use, provided that poultry or livestock other than usual household pets are not housed or kept within 100 ft of any dwelling not on the same lot, nor on a lot less than 1 acre, nor having less than 10,000 sq ft per head of livestock. Marijuana production is not permitted as an agricultural use;
- I. ~~Duplex or multifamily development~~ Middle housing or multi-unit housing;
- J. Adult foster/care home ~~Senior and retirement housing~~;
- K. ~~Residential home~~;

~~L. Congregate housing facility;~~

In a C-L Zone the following community service uses and their accessory uses are permitted subject to the provisions of Section 19.904:

A. Residential care facility

19.307 GENERAL COMMERCIAL ZONE C-G

In a C-G Zone the following regulations shall apply:

19.307.1 Uses Permitted Outright

In a C-G Zone the following uses and their accessory uses are permitted outright:

A. Production-related office: ~~Offices, studios, or clinics of accountants, architects, artists, attorneys, authors, writers, dentists, designers, engineers, investment counselors, landscape architects, management consultants, physicians, surgeons, psychologists, and others of a professional nature;~~

B. Professional and administrative office: ~~Offices for administrative, editorial, educational, executive, financial, governmental, philanthropic, insurance, real estate, religious, research, testing, scientific or statistical businesses or organizations;~~

19.312 NORTH MILWAUKIE INNOVATION AREA

Table 19.312.2			
Uses Allowed in the North Milwaukie Innovation Area			
Uses and Use Categories	NME	MUTSA	Standards/Additional Provisions
Commercial			

<p>Office</p> <p>1. Production-related office uses are characterized by activities that, while conducted in an office-like setting, involve less face-to-face customer contact and do not tend to generate foot traffic. Their operations are less service-oriented than traditional office uses and focus on the development, testing, research, production, processing, packaging, or assembly of goods and products.</p> <p>Examples include: corporate headquarters, architects, engineers, financial services or accounting firm headquarters, call offices/call centers; software and internet</p>	<p>P</p>	<p>P</p>	
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<p>Table 19.312.2 CONTINUED</p> <p>Uses Allowed in the North Milwaukie Innovation Area</p>			
<p>Uses and Use Categories</p>	<p>NME</p>	<p>MUTSA</p>	<p>Standards/Additional Provisions</p>
<p>content development and publishing; telecommunication service providers; data processing; television, video, radio, and internet studios and broadcasting; scientific and technical services; government and utility research offices; call centers, marijuana testing and research facilities, and medical and dental labs or research/bioscience facility.</p> <p><u>2. Professional and Administrative Office</u></p>			

Table 19.312.2 CONTINUED			
Uses Allowed in the North Milwaukie Innovation Area			
Uses and Use Categories	NME	MUTSA	Standards/Additional Provisions
<p>2. Service-related office</p> <p>Traditional service-related office uses are characterized by activities that generally focus on direct in-person, customer-focused services including government, professional, medical, or financial services. These office uses generally involve a high level of face-to-face customer contact and are typically expected to generate foot traffic.</p> <p>Examples include: professional services such as lawyers; financial businesses such as lenders, retail brokerage houses, bank branches, or real estate agents; sales offices; government offices and public utility offices; counseling offices; and medical and dental clinics.</p>	<p>L</p>	<p>L</p>	<p>Subsection 19.312.4.A Standards for Limited Uses</p>

CHAPTER 19.500 SUPPLEMENTARY DEVELOPMENT REGULATIONS

19.505 BUILDING DESIGN STANDARDS

19.505.3 Multi-unit Housing

B. Applicability

The design elements in Table 19.505.3.D in this subsection apply, as described below, to all multi-unit developments and residential care facilities ~~congregate housing developments~~ with 3 or more dwelling units on a single lot. Cottage cluster housing and rowhouses on their own lots are subject to separate standards and are therefore exempt from Subsection 19.505.3.

1. All new multi-unit or residential care facilities ~~congregate housing development~~ is subject to the design elements in this subsection.

C. Review Process

Two possible review processes are available for review of ~~multifamily~~ multi-unit or residential care facilities ~~congregate housing development~~: objective and discretionary. An applicant may choose which process to use. The objective process uses clear objective standards that do not require the use of discretionary decision-making. The discretionary process uses design guidelines that are more discretionary in nature and are intended to provide the applicant with more design flexibility. Regardless of the review process, the applicant must demonstrate how the applicable standards or guidelines are being met.

D. Design Guidelines and Standards

Applicable guidelines and standards for ~~multifamily~~ multi-unit and residential care facilities ~~congregate housing~~ are located in Table 19.505.3.D. These standards should not be interpreted as requiring a specific architectural style.

19.505.4 Cottage Cluster Housing

Table 19.505.4.C.1 Cottage Cluster Development Standards		
Standards	R-MD	R-1, R-2, R-2.5, R-3, R-1-B HDR
A. Home Types		
1. Building types allowed, minimum and maximum number per cluster	Detached cottages 3 minimum 12 maximum dwelling units	Detached and Attached 3 minimum 12 maximum dwelling units

19.505.7 Nonresidential Development

A. Purpose

The design standards contained in this section are intended to encourage building design and construction with durable, high-quality materials. The design standards support development of an attractive, cohesive, and pedestrian-friendly commercial area. The design standards do not prescribe a particular building or architectural style.

B. Applicability

1. The design standards in this section generally apply to the street-facing façades of new commercial, institutional, manufacturing, and mixed-use buildings within the commercial mixed-use zones and the High Density Residential Zone. The standards do not apply to change in use or additions or expansions of existing residential structures.

CHAPTER 19.600 OFF-STREET PARKING

19.605 VEHICLE PARKING QUANTITY REQUIREMENTS

Table 19.605.1 Minimum To Maximum Off-Street Parking Requirements		
Use	Minimum Required	Maximum Allowed
A. Residential Uses		
1. Single detached dwellings, including manufactured homes.	1 space per dwelling unit.	No maximum.
2. Multi-Unit Dwellings	1 space per dwelling unit.	2 spaces per dwelling unit.
3. Middle Housing ¹		
a. Duplexes	0	1 space per dwelling unit
b. Triplexes	0	1 space per dwelling unit
c. Quadplexes	0	1 space per dwelling unit
d. Townhouses ²	0	1 space per dwelling unit
e. Cottage Clusters	0.5 spaces per dwelling unit	1 space per dwelling unit
4. Residential homes <u>Adult foster/care homes</u> and similar facilities allowed by right in residential zones.	1 space per dwelling unit plus 1 space per employee on the largest shift.	Minimum required parking plus 1 space per bedroom.
B. Community Service and Other Public Uses		
7. Residential care facilities <u>Nursing, convalescent, and extended-care facilities.</u>	1 space per 4 beds.	1 space per 3 beds.

CHAPTER 19.900 LAND USE APPLICATIONS

19.904 COMMUNITY SERVICE USES

A. Institutions—Public/Private and Other Public Facilities

1. Schools, public or private, and their accompanying sports facilities, day-care centers, private kindergartens;
2. Government office buildings for local, state, or federal government such as a City hall, courthouse, police station, or other similar buildings;

3. Hospital;
4. Cemetery;
5. ~~Nursing or convalescent home~~ Residential care facility;

~~19.904.8 Specific Standards for Nursing or Convalescent Homes~~

- ~~A. Public services must be adequate to serve the facility.~~
- ~~B. Facilities will access on arterial or collector streets.~~
- ~~C. Setbacks must be the greater of 25 ft or the setback of an adjacent residential zone or of the underlying zone.~~
- ~~D. Maximum height shall not exceed 45 ft.~~
- ~~E. Buffering of noise and light from adjacent streets and between adjacent properties may be required.~~
- ~~F. Sites which could cause hazard to disoriented patients through proximity to heavily traveled streets, water hazards, or ravines or steep slopes shall not be approved unless the applicant can satisfy the commission that safety measures will be used to prevent injury to patients.~~
- ~~G. On parcels surrounded by existing dwellings, additional conditions may be necessary to:
 - ~~1. Mitigate the effects of traffic caused by shift changes, particularly regarding noise at night and safety of school children in transit; and/or~~
 - ~~2. Maintain neighborhood scale, particularly regarding size of structure, width of driveway, signs, exterior lighting, and placement of parking facilities.~~~~
- ~~H. Conversion of existing dwellings may be allowed if state codes and rules can be met and the conditions of this subsection are satisfied.~~
- ~~I. Off-street parking must be provided as per Chapter 19.600.~~
- ~~J. 15% of the total site is to be landscaped~~

19.904.4410 Standards for Wireless Communications Facilities

C. Application Process

3. Type II Review

Placement, construction, or modification of WCFs not involving the construction of a new monopole, other than those activities described in Subsection 19.904.4410.C.1, are subject

to Section 19.1005 Type II Review, provided that the antennas and base equipment comply with the standards contained in this subsection. Also see Table 19.904.4410.C.

4. Type III Review

All proposed new monopole towers, and projects exceeding the applicability for Type II review, are subject to Section 19.1006 Type III Review. Also see Table 19.904.4410.C.

Table 19.904.4410.C Wireless Communication Facilities—Type and Review Process				
Towers		WCFs Not Involving New Tower		
Zones	New Monopole Tower up to 100 Ft	Building Rooftop or Wall Mounted Antenna	Water Towers, Existing Towers, and Other Stealth Designs	On Existing Utility Pole in Row with or w/out Extensions
BI	III	P/I/II	P/I/II	P/I/II
M	III	P/I/II	P/I/II	P/I/II
M-TSA	III	P/I/II	P/I/II	P/I/II
C-N	N	P/I/II	P/I/II	P/I/II
C-G	N	P/I/II	P/I/II	P/I/II
C-L	N	P/I/II	P/I/II	P/I/II
C-CS	N	P/I/II	P/I/II	P/I/II
OS	N	P/I/II	P/I/II	P/I/II
DMU	N	P/I/II	P/I/II	P/I/II
GMU	N	P/I/II	P/I/II	P/I/II
NMU	N	P/I/II	P/I/II	P/I/II
R-1-B-HDR	N	P/I/II	P/I/II	P/I/II
R-1	N	N	P/I/II	P/I/II
R-2	N	N	P/I/II	P/I/II
R-2.5	N	N	P/I/II	P/I/II
R-3	N	N	P/I/II	P/I/II
R-MD	N	N	P/I/II	P/I/II

F. Location and Size Restrictions

1. Separation for New Monopole Towers

New monopole towers may not be constructed within 1,500 ft of any preexisting tower. The Planning Commission has the authority to approve a reduction in the minimum separation requirement to not less than 1,000 ft, provided that the applicant can demonstrate the need to the satisfaction of the Planning Commission, for the distance reduction. A tower shall include any preexisting tower or any tower for which the City has issued a building permit, or for which a land use application has been filed and not denied. This distance shall be

measured in a straight line from the base of the existing tower to the base of the proposed tower.

2. Height: maximum heights. Also see Table 19.904.4410.C.

a. Height Restrictions

The maximum height limitation of the monopole tower and antennas shall not exceed the following:

(1) BI, M, NME, and MUTSA Zones: 100 ft.

(2) New towers are not permitted in the ~~R-1-B, R-1, R-2, R-2.5, R-3,~~ HDR, R-MD, GMU, NMU, C-N, C-G, C-L, OS, and DMU Zones.

d. For antennas on utility poles in the right-of-way, one 15-ft extension is permitted to the original installation by the owner. The carrier may replace the existing pole with a new utility pole not to exceed 15 ft above the height of the pole that is to be replaced. Equipment cabinets shall be attached to the utility pole. Where this is not practicable, the base equipment shall be subject to requirements of Subsection 19.904.4410.G.1.b.

G. Development Standards for All WCFs

1. Setbacks and Equipment Cabinets

a. Setbacks for new monopole towers and equipment cabinets shall be established from the property line and not the leased area. Regardless of the zone, the setbacks shall be as follows:

(5) The equipment cabinet shall meet the vegetative screening requirements addressed in Subsection 19.904.4410.G.6 Landscaping and Fencing Requirements.

b. For antennas placed on existing utility pole and other support structures located in the right-of-way, the equipment cabinet shall be located on the utility pole to the greatest extent.

(3) The equipment cabinet shall meet the vegetative screening requirements addressed in Subsection 19.904.4410.G.6 Landscaping and Fencing Requirements.

c. Equipment cabinets for water towers, “stealth” designs or other antenna support structures not covered by the previous subsections.

(2) The equipment cabinet shall meet the vegetative screening requirements addressed in Subsection 19.904.4410.G.6 Landscaping and Fencing Requirements.

19.905 CONDITIONAL USES

19.905.9 Standards Governing Conditional Uses

~~G. Senior and Retirement Housing~~

In considering a conditional use application for senior and *retirement* housing, the Planning Commission shall consider the following:

- ~~1. Pedestrian access to transit.~~
- ~~2. Pedestrian access to convenience facilities such as grocery store, pharmacy, laundromat, park and open space, and senior activity center.~~
- ~~3. Pedestrian access to banking, churches, hospitals, and restaurants.~~
- ~~4. Quality of project as a living environment for residents.~~
- ~~5. Minimizing impact on the surrounding area.~~

An applicant shall submit materials and the Planning Commission shall attach conditions that will ensure that the special nature of the housing, and the groups to be served, are clearly defined and maintained in perpetuity. A project is required to meet the definition for this type of housing in Section [19.201](#).

~~HG. Vacation Rentals~~

CHAPTER 19.1100 ANNEXATIONS AND BOUNDARY CHANGES

19.1104.1 Administration and Approval Process

Table 19.1104.1.E Zoning and Land Use Designations for Boundary Changes		
County Zoning Designation	Assigned City Zoning Designation	Assigned Comprehensive Plan Land Use Designation
R-20	R-MD	Low <u>Moderate</u> density residential
R-15	R-MD	Low <u>Moderate</u> density residential
R-10	R-MD	Low <u>Moderate</u> density residential
R-8.5	R-MD	Low <u>Moderate</u> density residential
R-7	R-MD	Low <u>Moderate</u> density residential
MR1	R-2 <u>HDR</u>	Medium <u>High</u> density residential
MR2	R-2 <u>HDR</u>	Medium <u>High</u> density residential

PMD	R-1-B <u>HDR</u>	High density residential
HDR	R-1-B <u>HDR</u>	High density residential
SHD	R-1 <u>HDR</u>	High density residential

19.910.3 Manufactured Dwelling Parks

D. Development Requirements

All manufactured dwelling parks shall meet the following minimum requirements:

1. The minimum size of a manufactured dwelling park shall be \geq 1 acres.

Clean Amendments

Title 14 Signs

14.040.030 Definitions

“Residential zones” means the R-MD and HDR Residential Zones as defined in the Zoning Ordinance.

“High Density Residential Business Zone” means the R-1-B Zone, as defined in the Zoning Ordinance.

14.16.010 MODERATE DENSITY RESIDENTIAL ZONE

No sign shall be installed or maintained in the R-MD Zone, except as allowed under Section 14.12.010 Exempted Signs, or as otherwise noted in Table 14.16.010.

Table 14.16.010 Standards for Signs in Moderate Density Residential Zone				
Sign Type	Area	Height	Number	Illumination¹
Signs at entrances to subdivisions or manufactured home parks	Max. 2 SF per dwelling unit to max. 32 SF per sign; max. 16 SF per display surface; total sign area for all display surfaces of no more than 64 SF.	Max. 6 ft. above grade.	1 per entrance.	External illumination only
Freestanding signs on multi-unit properties	Limited to 2 SF per dwelling unit to a max. area of 32 SF, 16 SF per display surface.	Max. 6 ft. above grade.	1 per street frontage. ²	External illumination only
Wall signs on multi-unit properties	Limited to 2 SF per dwelling unit to a max. of 32 SF.	No wall sign shall extend above the roofline at the wall, or the top of a parapet wall, whichever is higher.	1 per street frontage permitted. ²	External illumination only
Awning signs on multi-unit properties	Max. display surface is 25% of awning area, up to max. of 32 SF.	May not extend higher than the point where the roofline intersects the exterior wall.	1 per street frontage. ³	
Hanging sign suspended	Max. area limited to 1 SF per 1	Min. clearance 8 ft. from ground to	1 per street	External illumination only

beneath awning	lineal ft. of awning length.	the lowest portion of awning or sign.	frontage. ³	
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¹ Par spot or reflective-type bulbs may be used for indirect illumination of the display surface if properly shielded from direct glare onto streets. Sign illumination shall be directed away from, and not be reflected upon, adjacent premises. See Section 14.24.020.

² Either 1 freestanding or 1 wall sign per street frontage is permitted.

³ Either 1 sign on an awning or 1 sign hanging beneath an awning is allowed.

(Ord. 2051 § 2, 2012; Ord. 2001 § 2, 2009; Ord. 1965 §§ 2, 3, 2006; Ord. 1733 § 1(1) (Exh. A), 1993)

14.16.020 HIGH DENSITY RESIDENTIAL ZONE

No sign shall be installed or maintained in the HDR Zone, except as allowed under Section 14.12.010 Exempted Signs, or as otherwise noted in Table 14.16.020.

Table 14.16.020 Standards for Signs in High Density Residential Zone HDR				
Sign Type	Area	Height	Number	Illumination ¹
Signs at entrances to subdivisions	Max. 2 SF per dwelling unit to max. 32 SF per sign; 16 SF per display surface; total sign area for all display surfaces may not exceed 64 SF.	Max. 6 ft. above grade.	1 per entrance.	External only
Freestanding signs on multi-unit properties	Max. 2 SF per dwelling unit to max. 32 SF per sign; 16 SF per display surface.	Max. 6 ft. above grade.	1 per street frontage.	External only
Wall signs on multi-unit properties	Limited to 2 SF per dwelling unit to a max. 32 SF.	Cannot extend above roofline at wall or top of parapet wall, whichever is higher.	1 per street frontage.	External only
Awning signs on multi-unit properties	Max. display surface is 25% of awning area, up to a max. of 32 SF.		1 per street frontage.	External only
Freestanding signs on commercial	Max. 32 SF per display surface;	Max. 12 ft.	1 permitted. ²	External only

property	total sign area for all display surfaces may not exceed 64 SF.			
Wall signs on commercial property ³	Max. 10% of building face related to commercial use.	Cannot extend above roofline at wall or top of parapet wall, whichever is higher.	1 permitted. ⁴	External only
Awning signs related to a commercial use	Max. display surface is 25% of surface of awning not to exceed 10% of the building face related to commercial use.	May not extend higher than the point where the roofline intersects the exterior wall.	1 per frontage.	External only
Hanging sign suspended beneath awning	Max. 1 SF per 1 lineal ft. of awning length.	Min. clearance 8 ft. from ground level to lowest portion of awning or suspended sign.	1 per street frontage. ⁵	External only
Daily display sign ⁶	Max. 8 SF per display surface; total sign area may not exceed 16 SF.	Max. 6 ft. above ground level.	1 per property or occupancy.	External only

¹ Par spot or reflective-type bulbs may be used for indirect illumination of the display surface if properly shielded from direct glare onto streets. Sign illumination shall be directed away from, and not be reflected upon, adjacent premises. See Section 14.24.020.

² One freestanding sign is permitted in addition to one wall sign.

³ In addition to the sign size limitations of this chapter, if an original art mural permitted under Title 20 occupies a wall where a wall sign has been proposed, the size of the wall sign shall be limited such that the total area of the original art mural plus the area of the wall sign does not exceed the maximum allowed.

⁴ One wall sign is permitted in addition to one freestanding sign or 2 wall signs permitted.

⁵ For awnings related to residential use, either one sign on an awning or one sign hanging beneath an awning is allowed.

⁶ Location. A daily display sign shall not be located within required landscaped areas, and is only allowed within the public right-of-way subject to the standards of Section 14.20.040.

(Ord. 2110 § 2 (Exh. G), 2015; Ord. 2078 § 2 (Exh. B), 2014; Ord. 2051 § 2, 2012; Ord. 2001 § 2, 2009; Ord. 1965 §§ 2, 3, 2006; Ord. 1917 § 3 (Exh. B), 2003; Ord. 1916 § 3 (Exh. B), 2003; Ord. 1880 § 6 (Exh. A), 2000; Ord. 1733 § 1(1) (Exh. A), 1993)

Title 19 Zoning Ordinance

CHAPTER 19.100 INTRODUCTORY PROVISIONS

19.107.1 Zone Classifications

For the purposes of this title, the following base zones and overlay zones are established in the City per Table 19.107.1:

Table 19.107.1 Classification of Zones	
Zone Description	Abbreviated Description
Base Zones	
Residential	R-MD
Residential	HDR
Downtown Mixed Use	DMU
Open Space	OS
Neighborhood Commercial	C-N
Limited Commercial	C-L
General Commercial	C-G
Community Shopping Commercial	C-CS
Manufacturing	M
Business Industrial	BI
Planned Development	PD
Tacoma Station Area Mixed Use	MUTSA
General Mixed Use	GMU
North Milwaukie Employment	NME
Neighborhood Mixed Use	NMU
Overlay Zones	
Willamette Greenway	WG
Historic Preservation	HP
Flex Space	FS
Aircraft Landing Facility	L-F

CHAPTER 19.200 DEFINITIONS AND MEASUREMENTS

19.201 DEFINITIONS

Office:

“Production-related office” means offices that are characterized by activities that, while conducted in an office-like setting, involve less face-to-face customer contact and do not tend to generate foot traffic. Their operations are less service-oriented than traditional office uses and focus on the development, testing, research, production, processing, packaging, or assembly of goods and products. Examples include: software and internet content development and publishing; telecommunication service providers; data processing; television, video, radio, and internet studios and broadcasting; scientific and technical services; call centers; and medical and dental labs.

“Professional and administrative office” means professional, executive, management, or administrative offices of firms or organizations, including government, medical, or financial services. These office uses generally involve a high level of face-to-face customer contact and are typically expected to generate foot traffic. Typical uses include offices for professionals such as physicians, dentists, lawyers, architects, engineers, artists, musicians, designers, teachers, accountants, financial businesses such as lenders, brokerage houses, bank headquarters, or real estate agents; sales offices; government offices and public utility offices; and medical and dental clinics, or others who through training are qualified to perform services of a professional nature, and where no storage or sale of merchandise exists.

Residential Uses and Structures:

“Adult foster/care homes” means a dwelling unit operated to provide a permanent residence and licensed care for up to five people who are elderly, disabled, handicapped, or otherwise require such a residence.

“Single room occupancy housing (SRO)” means a building wherein nine (9) or more rooms are offered for rent and where rooms, individually or collectively, do not constitute separate dwellings. Each room is without a kitchen, but access must be provided to a shared cooking and eating facility. Each room may have provision for counter-top appliances and refrigerator. The toilet/bath may be private or shared with other room(s). SRO developments are designed to be occupied by long-term residents on a monthly or longer basis. For calculating residential density, four SRO rooms are equal to 1 dwelling unit with fractions rounded up.

“Multi-unit development” means a structure that contains five or more dwelling units that share common walls or floor/ceilings with one or more units. The land underneath the structure is not divided into separate lots. Multi-unit development includes structures commonly called garden apartments, apartments, and condominiums. Residential care facilities are considered a type of multi-unit development.

“Residential care facility” means a licensed living facility for more than five (5) non-related persons, which provides specialized care, supervision, treatment or training, or a combination of these for residents. This use classification includes, but is not limited to assisted living facilities, nursing facilities, and memory care facilities.

“Temporary or transitional facility” means a facility which provides temporary or transitional services to families or individuals, including lodging where the average stay is 60 days or less. Such facilities shall be classified as community service uses and may include shelters, community counseling centers, rehabilitation centers, and detention and detoxification facilities.

CHAPTER 300 BASE ZONES

19.301 MODERATE DENSITY RESIDENTIAL ZONES

Table 19.301.2 Moderate Density Residential Uses Allowed		
Use	R-MD	Standards/Additional Provisions
Residential Uses		
Single detached dwelling	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Duplex	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Triplex	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Quadplex	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Townhouse	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development Subsection 19.505.5 Standards for Townhouses
Cottage Cluster	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development Subsection 19.505.4 Cottage Cluster Housing
Adult foster/care home	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Accessory dwelling unit	P	Subsection 19.910.1 Accessory Dwelling Units
Manufactured dwelling park	III	Subsection 19.910.3 Manufactured Dwelling Parks.
Residential care facility Examples include: <i>assisted living, nursing facilities, and memory care communities</i>	CSU	Subsection 19.904.8 Specific Standards for Residential Care Facilities

19.302 HIGH DENSITY RESIDENTIAL ZONE

The high density residential zones is Residential Zone HDR. This zone implements the high density residential land use designations in the Milwaukie Comprehensive Plan.

19.302.1 Purpose

The high density residential zone is intended to create and maintain higher density residential neighborhoods that blend a range of housing types with a limited mix of neighborhood-scale commercial, office, and institutional uses.

19.302.2 Allowed Uses in the High Density Residential Zone

Uses allowed, either allowed by right or conditionally, in the high density residential zones are listed in Table 19.302.2 below. Similar uses not listed in the table may be allowed through a Director’s Determination pursuant to Section 19.903. Notes and/or cross references to other applicable code sections are listed in the “Standards/Additional Provisions” column.

See Section 19.201 Definitions for specific descriptions of the uses listed in the table.

Table 19.302.2 High Density Residential Uses Allowed		
Use	HDR	Standards/ Additional Provisions
Residential Uses		
Single detached dwelling	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Duplex	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Triplex	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Quadplex	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Adult foster/care home	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development
Accessory dwelling unit	P	Subsection 19.910.1 Accessory Dwelling Units
Manufactured dwelling park	III	Subsection 19.910.3 Manufactured Dwelling Parks
Townhouse	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development Subsection 19.505.5 Standards for Townhouses
Cottage cluster	P	Subsection 19.505.1 Single Detached and Middle Housing Residential Development Subsection 19.505.4 Cottage Cluster Housing
Multi-unit Housing	P	Subsection 19.505.3 Multi-Unit Housing Subsection 19.302.5.F Residential Densities Subsection 19.302.5.H Building Limitations

Single room occupancy housing	P	Subsection 19.505.3 Multi-Unit Housing Subsection 19.302.5.F Residential Densities Subsection 19.302.5.H Building Limitations
Residential Care Facility Examples include: assisted living, nursing facilities, and memory care communities	P	Subsection 19.505.3 Multi-Unit Housing Subsection 19.302.5.F Residential Densities Subsection 19.302.5.H Building Limitations
Commercial Uses		
Office: Production-related office and Professional and administrative office	P	Subsection 19.302.3 Use Limitations and Restrictions Subsection 19.505.7 Nonresidential Development
Personal/Business Services	P	Subsection 19.302.3 Use Limitations and Restrictions Subsection 19.505.7 Nonresidential Development
Hotel or motel	CU	Section 19.905 Conditional Uses
Bed and breakfast or vacation rental	CU	Section 19.905 Conditional Uses
Accessory use	P	Section 19.503 Accessory Uses
Agricultural or horticultural use	P	Subsection 19.302.3 Use Limitations and Restrictions
Community service use	CSU	Section 19.904 Community Service Uses
Home occupation	P	Section 19.507 Home Occupation Standards
Short-term rental	P	Section 19.507 Home Occupation Standards

19.302.3 Use Limitations and Restrictions

B. Office uses allowed in the high density zone are offices, studios, clinics, and other similar professional offices. Corporate offices for marijuana businesses are permitted provided that no marijuana or marijuana products associated with the business are on site. Marijuana testing labs and research facilities are not permitted office uses in this zone.

19.302.4 Development Standards

In the high density residential zone, the development standards in Table 19.302.4 apply. Notes and/or cross references to other applicable code sections are listed in the “Standards/Additional Provisions” column. Additional standards are provided in Section 19.302.5.

The standards in Subsection 19.302.4 are not applicable to cottage cluster development except where specifically referenced by Subsection 19.505.4.

See Sections 19.201 Definitions and 19.202 Measurements for specific descriptions of standards and measurements listed in the table.

In the high density residential zones the following housing types are permitted on lot sizes as follows:

Between 1,500 to 2,999 sq ft: Townhouse, Cottage in a cottage cluster

Between 3,000 to 4,999 sq ft: Duplex, Triplex, and Quadplex.

Between 5,000 to 6,999 sq ft: Single Detached Dwelling, Single Detached Dwelling with up to 2 ADUs, Duplex, Triplex, and Quadplex.¹

7,000 sq ft and up: Single Detached Dwelling, Single Detached Dwelling with up to 2 ADUs, Duplex, Triplex, Quadplex, Cottage Cluster, Multi-Unit Housing.

All other uses require a minimum lot size of 5,000 sq ft.

Table 19.302.4		
High Density Residential Development Standards		
Standard	HDR	Standards/ Additional Provisions
A. Lot Standards		
Minimum lot size (sq ft)	1,500	Subsection 19.501.1 Lot Size Exceptions Subsection 19.505.4 Cottage Cluster Housing Subsection 19.505.5 Townhouses
Minimum lot width (ft)	20	
Minimum lot depth (ft)	70	
Minimum street frontage requirements (ft)		
Townhouse	20	
Standard lot	35	

Flag lot	25	
Double flag lot	25	
B. Development Standards		
Minimum yard requirements for primary structures (ft)		
Front yard	20	
Side yard	See Subsection 19.302.5.A	
Street side yard	15	
Rear yard	15	
Maximum building height for primary structures	45 ft	<p>Subsection 19.302.5.E Height Exceptions</p> <p>Subsection 19.501.3 Building Height and Side Yard Height Plane Exceptions</p> <p>Subsection 19.302.5.I Transition Measures</p>
Side yard height plane limit	25	Subsection 19.501.3 Building Height and Side Yard Height Plane Exceptions
Height above ground at minimum required side yard depth (ft)	45	
Slope of plane (degrees)		
Maximum lot coverage (percent of total lot area)	50%	Section 19.201 "Lot coverage" definition
Minimum vegetation (percent of total lot area)	15%	<p>Subsection 19.504.7 Minimum Vegetation</p> <p>Subsection 19.302.5.C Minimum Vegetation</p> <p>Subsection 19.302.5.D Front Yard Minimum Vegetation</p>
Density requirements (dwelling units per acre)		<p>Subsection 19.202.4 Density Calculations</p> <p>Subsection 19.302.5.F Residential</p>

Minimum	25.0	Densities
Maximum ^{2, 3}	32.0	Subsection 19.501.4 Density Exceptions

²Townhouses are allowed at 4 times the maximum density allowed for single detached dwellings in the same zone or 25 dwelling units per acre, whichever is less. Duplexes, triplexes, quadplexes, and cottage clusters are exempt from density maximums.

³The density for single room occupancy (SRO) developments is calculated as follows: four SRO rooms equal one dwelling unit.

Table 19.304.2 is supplemented by Figure 19.304.2. For those properties identified in Figure 19.304.2, the minimum front yard setback is 5 ft.



19.302.5 Additional Development Standards

F. Residential Densities

1. The minimum and maximum development densities in Subsection 19.302.4.C.1 are applicable for land divisions, replats that change the number of lots, and any development that would change the number of dwelling units on a lot. Development of a single detached

dwelling or accessory dwelling units are exempt from the minimum and maximum density requirements. Middle housing, except for townhouses, is exempt from maximum density requirements.

If a proposal for a replat or land division is not able to meet the minimum density requirement—due to the dimensional requirements for lot width, lot depth, or lot frontage—the minimum density requirement shall instead be equal to the maximum number of lots that can be obtained from the site given its dimensional constraints. The inability of new lot lines to meet required yard dimensions from existing structures shall not be considered as a basis for automatically lowering the minimum density requirement.

19.303 COMMERCIAL MIXED-USE ZONES

Table 19.303.2			
Uses Allowed in Commercial Mixed-Use Zones			
Uses and Use Categories	GMU	NMU	Standards/Additional Provisions
Residential			
Single-family detached	N	CU	Subsection 19.505.1 Single Family Dwellings Section 19.905 Conditional Uses
Rowhouse ¹	P	CU	Subsection 19.505.5 Rowhouses
Multi-unit Housing	P	CU	Subsection 19.505.3 Multifamily Multi-unit Housing
Cottage cluster housing	P	CU	Subsection 19.505.4 Cottage Cluster Housing
Mixed use ²	P	P	Subsection 19.505.7 Nonresidential Development
Live/work units	P	P	Subsection 19.505.6 Live/Work Units

Table 19.303.2 CONTINUED			
Uses Allowed in Commercial Mixed-Use Zones			
Uses and Use Categories	GMU	NMU	Standards/Additional Provisions
Commercial^{3, 4} CONTINUED			
Production-related office	P	P	Subsection 19.303.6.C Marijuana testing and research facilities

Professional and administrative office			
Commercial lodging. Commercial lodging includes for-profit residential facilities where tenancy is typically less than one month. Examples include hotels, motels, vacation rentals, and bed-and-breakfast establishments.	P	P	

19.304 DOWNTOWN ZONES

Table 19.304.2			
Uses Allowed in Downtown Zones			
Uses and Use Categories	DMU	OS	Standards/ Additional Provisions
Residential			
Single room occupancy housing	P	N	Subsection 19.505.3 Multi-unit Housing
Rowhouse	P	N	Subsection 19.304.3.A.1 Downtown residential use limitations Subsection 19.505.5 Rowhouses
Multi-unit Housing	P	N	Figure 19.304-2 Ground-Floor Residential Permitted Subsection 19.304.3.A.1 Downtown residential use limitations Subsection 19.505.3 -Multi-unit Housing
Live/work units	P	N	Subsection 19.304.3.A.1 Downtown residential use limitations Subsection 19.505.6 Live/Work Units
Second-story housing	P	N	Section 19.508 Downtown Site and Building Design Standards
Commercial lodging Commercial lodging includes for-	P/CU	N	Section 19.905 Conditional Uses (for vacation rentals only)

<p>profit residential facilities where tenancy is typically less than 1 month.</p> <p>Examples include hotels, motels, vacation rentals, and bed-and-breakfast establishments.</p>			
<p>Production-related office</p>	<p>P/CU</p>	<p>N</p>	<p>Subsection 19.304.3.A.2 Main St limitations</p> <p>Subsection 19.304.3.A.3 Commercial use limitations</p> <p>Subsection 19.509.2 Security and odor control for certain marijuana business</p> <p>Section 19.905 Conditional Uses</p> <p>Note: Production, processing, packaging, and assembly uses must meet the standards listed below under Manufacturing.</p>
<p>Professional and Administrative Office</p>	<p>P/CU</p>	<p>N</p>	<p>Subsection 19.304.3.A.3 Commercial use limitations</p> <p>Section 19.905 Conditional Uses</p>

19.304.5 Detailed Development Standards

J. Residential Density

1. Intent

There is a minimal amount of land available for new housing development within the downtown zones. Minimum densities are applied to residential development in the DMU Zone to assure efficient use of land at densities that support transit use and nearby downtown businesses.

2. Standards

- a. Minimum densities for townhouses and live/work units are 25 units per acre.
 - b. Minimum densities for stand-alone multifamily dwellings in the DMU Zone are 30 units per acre. Maximum residential densities are controlled by height limits.
-

19.306 LIMITED COMMERCIAL ZONE C-L

19.306.2 Conditional Uses and Community Service Uses Permitted

In a C-L Zone the following conditional uses and their accessory uses are permitted subject to the provisions of Section 19.905:

- A. Funeral home;
- B. Marina and boat sales;
- C. Parking facility;
- D. Repair, maintenance, or service of the type of goods to be found in any permitted retail trade establishment;
- E. Financial institution;
- F. Trade or commercial school;
- G. Single unit detached dwelling;
- H. Agricultural or horticultural use, provided that poultry or livestock other than usual household pets are not housed or kept within 100 ft of any dwelling not on the same lot, nor on a lot less than 1 acre, nor having less than 10,000 sq ft per head of livestock. Marijuana production is not permitted as an agricultural use;
- I. Middle housing or multi-unit housing;
- J. Adult foster/care home

In a C-L Zone the following community service uses and their accessory uses are permitted subject to the provisions of Section 19.904:

- A. Residential care facility
-

19.307 GENERAL COMMERCIAL ZONE C-G

In a C-G Zone the following regulations shall apply:

19.307.1 Uses Permitted Outright

In a C-G Zone the following uses and their accessory uses are permitted outright:

- A. Production-related office;
- B. Professional and administrative office;

19.312 NORTH MILWAUKIE INNOVATION AREA

Table 19.312.2			
Uses Allowed in the North Milwaukie Innovation Area			
Uses and Use Categories	NME	MUTSA	Standards/Additional Provisions
Commercial			
Office	P	P	
1. Production-related office			
2. Professional and Administrative Office	L	L	Subsection 19.312.4.A Standards for Limited Uses

CHAPTER 19.500 SUPPLEMENTARY DEVELOPMENT REGULATIONS

19.505 BUILDING DESIGN STANDARDS

19.505.3 Multi-unit Housing

- B. Applicability

The design elements in Table 19.505.3.D in this subsection apply, as described below, to all multi-unit developments and residential care facilities with 3 or more dwelling units on a single lot. Cottage cluster housing and rowhouses on their own lots are subject to separate standards and are therefore exempt from Subsection 19.505.3.

1. All new multi-unit or residential care facilities is subject to the design elements in this subsection.

C. Review Process

Two possible review processes are available for review of multi-unit or residential care facilities: objective and discretionary. An applicant may choose which process to use. The objective process uses clear objective standards that do not require the use of discretionary decision-making. The discretionary process uses design guidelines that are more discretionary in nature and are intended to provide the applicant with more design flexibility. Regardless of the review process, the applicant must demonstrate how the applicable standards or guidelines are being met.

D. Design Guidelines and Standards

Applicable guidelines and standards for multi-unit and residential care facilities are located in Table 19.505.3.D. These standards should not be interpreted as requiring a specific architectural style.

19.505.4 Cottage Cluster Housing

Table 19.505.4.C.1 Cottage Cluster Development Standards		
Standards	R-MD	HDR
A. Home Types		
1. Building types allowed, minimum and maximum number per cluster	Detached cottages 3 minimum 12 maximum dwelling units	Detached and Attached 3 minimum 12 maximum dwelling units

19.505.7 Nonresidential Development

A. Purpose

The design standards contained in this section are intended to encourage building design and construction with durable, high-quality materials. The design standards support development of an attractive, cohesive, and pedestrian-friendly commercial area. The design standards do not prescribe a particular building or architectural style.

B. Applicability

1. The design standards in this section generally apply to the street-facing façades of new commercial, institutional, manufacturing, and mixed-use buildings within the commercial mixed-use zones and the High Density Residential Zone. The standards do not apply to change in use or additions or expansions of existing residential structures.

CHAPTER 19.600 OFF-STREET PARKING

19.605 VEHICLE PARKING QUANTITY REQUIREMENTS

Table 19.605.1 Minimum To Maximum Off-Street Parking Requirements		
Use	Minimum Required	Maximum Allowed
A. Residential Uses		
1. Single detached dwellings, including manufactured homes.	1 space per dwelling unit.	No maximum.
2. Multi-Unit Dwellings	1 space per dwelling unit.	2 spaces per dwelling unit.
3. Middle Housing ¹		
a. Duplexes	0	1 space per dwelling unit
b. Triplexes	0	1 space per dwelling unit
c. Quadplexes	0	1 space per dwelling unit
d. Townhouses ²	0	1 space per dwelling unit
e. Cottage Clusters	0.5 spaces per dwelling unit	1 space per dwelling unit
4. Adult foster/care homes and similar facilities allowed by right in residential zones.	1 space per dwelling unit plus 1 space per employee on the largest shift.	Minimum required parking plus 1 space per bedroom.
B. Community Service and Other Public Uses		
7. Residential care facilities	1 space per 4 beds.	1 space per 3 beds.

CHAPTER 19.900 LAND USE APPLICATIONS

19.904 COMMUNITY SERVICE USES

A. Institutions—Public/Private and Other Public Facilities

1. Schools, public or private, and their accompanying sports facilities, day-care centers, private kindergartens;
2. Government office buildings for local, state, or federal government such as a City hall, courthouse, police station, or other similar buildings;
3. Hospital;
4. Cemetery;
5. Residential care facility;

19.904.10 Standards for Wireless Communications Facilities

C. Application Process

3. Type II Review

Placement, construction, or modification of WCFs not involving the construction of a new monopole, other than those activities described in Subsection 19.904.4410.C.1, are subject to Section 19.1005 Type II Review, provided that the antennas and base equipment comply with the standards contained in this subsection. Also see Table 19.904.4410.C.

4. Type III Review

All proposed new monopole towers, and projects exceeding the applicability for Type II review, are subject to Section 19.1006 Type III Review. Also see Table 19.904.4410.C.

Table 19.904.10.C Wireless Communication Facilities—Type and Review Process				
Towers		WCFs Not Involving New Tower		
Zones	New Monopole Tower up to 100 Ft	Building Rooftop or Wall Mounted Antenna	Water Towers, Existing Towers, and Other Stealth Designs	On Existing Utility Pole in Row with or w/out Extensions
BI	III	P/I/II	P/I/II	P/I/II
M	III	P/I/II	P/I/II	P/I/II
M-TSA	III	P/I/II	P/I/II	P/I/II
C-N	N	P/I/II	P/I/II	P/I/II
C-G	N	P/I/II	P/I/II	P/I/II
C-L	N	P/I/II	P/I/II	P/I/II
C-CS	N	P/I/II	P/I/II	P/I/II
OS	N	P/I/II	P/I/II	P/I/II

DMU	N	P/I/II	P/I/II	P/I/II
GMU	N	P/I/II	P/I/II	P/I/II
NMU	N	P/I/II	P/I/II	P/I/II
HDR	N	P/I/II	P/I/II	P/I/II

F. Location and Size Restrictions

1. Separation for New Monopole Towers

New monopole towers may not be constructed within 1,500 ft of any preexisting tower. The Planning Commission has the authority to approve a reduction in the minimum separation requirement to not less than 1,000 ft, provided that the applicant can demonstrate the need to the satisfaction of the Planning Commission, for the distance reduction. A tower shall include any preexisting tower or any tower for which the City has issued a building permit, or for which a land use application has been filed and not denied. This distance shall be measured in a straight line from the base of the existing tower to the base of the proposed tower.

2. Height: maximum heights. Also see Table 19.904.10.C.

a. Height Restrictions

The maximum height limitation of the monopole tower and antennas shall not exceed the following:

- (1) BI, M, NME, and MUTSA Zones: 100 ft.
- (2) New towers are not permitted in the HDR, R-MD, GMU, NMU, C-N, C-G, C-L, OS, and DMU Zones.

d. For antennas on utility poles in the right-of-way, one 15-ft extension is permitted to the original installation by the owner. The carrier may replace the existing pole with a new utility pole not to exceed 15 ft above the height of the pole that is to be replaced. Equipment cabinets shall be attached to the utility pole. Where this is not practicable, the base equipment shall be subject to requirements of Subsection 19.904.10.G.1.b.

G. Development Standards for All WCFs

1. Setbacks and Equipment Cabinets

a. Setbacks for new monopole towers and equipment cabinets shall be established from the property line and not the leased area. Regardless of the zone, the setbacks shall be as follows:

- (5) The equipment cabinet shall meet the vegetative screening requirements addressed in Subsection 19.904.10.G.6 Landscaping and Fencing Requirements.

b. For antennas placed on existing utility pole and other support structures located in the right-of-way, the equipment cabinet shall be located on the utility pole to the greatest extent.

(3) The equipment cabinet shall meet the vegetative screening requirements addressed in Subsection 19.904.10.G.6 Landscaping and Fencing Requirements.

c. Equipment cabinets for water towers, “stealth” designs or other antenna support structures not covered by the previous subsections.

(2) The equipment cabinet shall meet the vegetative screening requirements addressed in Subsection 19.904.10.G.6 Landscaping and Fencing Requirements.

19.905 CONDITIONAL USES

19.905.9 Standards Governing Conditional Uses

G. Vacation Rentals

CHAPTER 19.1100 ANNEXATIONS AND BOUNDARY CHANGES

19.1104.1 Administration and Approval Process

Table 19.1104.1.E Zoning and Land Use Designations for Boundary Changes		
County Zoning Designation	Assigned City Zoning Designation	Assigned Comprehensive Plan Land Use Designation
R-20	R-MD	Moderate density residential
R-15	R-MD	Moderate density residential
R-10	R-MD	Moderate density residential
R-8.5	R-MD	Moderate density residential
R-7	R-MD	Moderate density residential
MR1	HDR	High density residential
MR2	HDR	High density residential
PMD	HDR	High density residential
HDR	HDR	High density residential
SHD	HDR	High density residential

19.910.3 Manufactured Dwelling Parks

D. Development Requirements

All manufactured dwelling parks shall meet the following minimum requirements:

1. The minimum size of a manufactured dwelling park shall be 1 acre.



Milwaukie Zoning Map Proposed Amendments

- City of Milwaukie
- County Boundary
- MUTSA
- BI
- GMU
- C-CS
- DMU
- C-G
- C-L
- C-N
- NMU
- OS
- M
- NME
- R-MD
- HDR



Data Sources: City of Milwaukie GIS, Clackamas County GIS, Metro Data Resource Center

Date: Wednesday, November 16, 2022

The information depicted on this map is for general reference only. The City of Milwaukie cannot accept any responsibility for errors, omissions or positional accuracy. 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.

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

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