



**AGENDA
GOOD NEIGHBOR COMMITTEE**

Tuesday June 14, 2016
5:30 – 7:00 p.m.

Kellogg Wastewater Treatment Plant, Administration Building
11525 SE McLoughlin Blvd.

- 5:30 - 5:35 Welcome/Introductions**
- 5:35 - 5:40 Review/Approval of minutes from April 12, 2016 meeting**
- 5:40 - 6:00 Follow-up from previous meeting**
- Path lighting – sub Committee**
- Artwork**
- Follow-up on measurements/cost, maintenance responsibility, priorities, next steps**
- Kronberg Park Planning update – Charles Bird**
- 6:00 – 6:20 Work item priorities – Charles Bird**
- 6:20 - 6:25 Funds Status Report – Karin Power**
- Kellogg Aeration Basin Cover Update – Greg Eyerly**
- 6:25 – 6:45 Committee Communications**
- Update on County meeting(s) - Karin Power**
- 7:00 Adjourn**
- Next KGNC meeting – Tuesday July 12, 2016**

1. **Item:** Promote the findings of the Odor Study completed for the KGNC in Nov 2014. KGNC will advocate for odor control project funding in the CCSD1 capital improvement budget.

Detail: The Odor Study identifies partial or full odor control at the aeration basins as providing the best value. KGNC will push for CCSD1 consideration in their Capital Improvement program.

Status: Funds contingent on starting by June 2016 (amended to Jan 2017). The project is committed in the CCSD1 budget and is expected to be under contract by December 2016.

Activity: Committee to monitor implementation of plan.

Timeframe: Thru 2017

2. **Item:** Planted screen

Detail: A living screen of vegetation to obscure the plant and to disrupt the air flow from the plant to mix and dilute any smells before they arrive at residential areas.

Status: Phase 1 planting was done in the fall of 2015. Several plants perished, were taken by beaver or are unaccounted for and must be replaced.

Activity: Monitor the plants, look for and fill any gaps, oversee long term maintenance.

Timeframe: On going.

3. **Item:** Install path lighting along the path through the Kellogg Plant property.

Detail: Lighting could improve safety and enhance utility of the public access property around the plant.

Status: A sub-committee was formed to develop lighting options

Activity: Evaluate public sentiment and options for lighting to develop a plan for council to review.

Timeframe: Design with cost estimate through fall 2016.

4. **Item:** Enhance public facilities in the treatment plant park.

Detail: Install benches, maintain existing picnic tables, add tables and construct ADA path to picnic table.

Status: Three benches are installed along with a crushed stone path for table access.

Activity: Evaluate path options, propose number and location of facilities.

Timeframe: Looking to provide additional amenities

5. **Item:** Kronberg Park

Detail: A master plan has been developed. The neighborhoods have expressed interest in supporting the park and path connecting Island Station and Historic Milwaukie neighborhoods.

Status: The city is discussing funding needs and sources.

Activity: Evaluate the city's proposals and possible funding commitments and priorities relative to the committee's mandate and the wishes of the neighborhoods.

Timeframe: Fall 2016

6. **Item:** Keep watch on the Good Neighbor Funds.

Detail: Gather reports from the City and County and track the fund balances. Manage the proposals presented to the City and track their fund impact and disposition.

Status: Acceptable

Activity: Monitor, audit, report and discuss at each committee meeting

Timeframe: On going

GOOD NEIGHBOR COMMITTEE MINUTES
May 10, 2016 at 5:30pm
Kellogg Wastewater Treatment Plant, Administration Building
11525 SE McLoughlin Blvd.

Members Present:

Charles Bird, Chair
Neil Hankerson
John Burns
Gary Klein
Michael Park
Carolyn Tomei
Karin Power, City Councilor

Members Absent:

None

Staff Present:

Gary Parkin, City of Milwaukie
Greg Eyerly, WES

Guests:

Terrance Martin

MEETING NOTES

Introductions

Terrance Martin was introduced as a former Milwaukie Police Officer. He lives in the Island Station neighborhood.

Minutes from the April 12, 2016 meeting were approved (7-0).

Follow-up from previous meeting(s):

Path lighting: Carolyn mentioned that the path lighting has been talked about for a long time without much movement. PGE is not directly involved in this type of path lighting, but estimated that it would cost about \$300,000 for the complete lighting (underground power, etc.). By a vote of 7-0 the KGNC appointed a sub-committee (Carolyn, Greg E., Gary K., and Karin) to get an estimate, beginning with the contractor who put in the path lighting at Riverfront Park and look at other options by the end of May.

Artwork: Island Station NDA thought the project should be open to High School, should be downtown, potential regional arts committee. Gary Klein – too much money, lighting is more important. Other comments - mural not only option. After measurement of clarifier cost to complete mural would be \$70,000 to \$80,000. Charles and Karin to call artMOB chair (Andrea) to determine if they want to apply for grants for a historical setting mural.

Kronberg Park Planning update: Charles Bird mentioned that there was nothing new. NCPRD and the City are concerned about liability and management. Karin said that this topic would be discussed in the upcoming Study Session.

Funds Status Report

The spreadsheet showing the KGNC fund balance was provided by Councilor Power.

Kellogg Aeration Basin Cover update

Greg Eyerly provided information that the pre-bid meeting was held last week and selection of a contractor will be made in late June with an approval request for the CMCG firm to the BCC in July for approval.

Committee Communications:

Convened technical committee from cities - looking at digesters and thermal (drying) for solids handling at the TCTP and continuing to look at burners as a solution.

Additional items discussed:

- Carolyn mentioned that people are using the grass area south of the plant and asked that it continues to be mown.

Adjourned at 7:00pm

Charles Bird, Chair

Gary Parkin, City Liaison

KELLOGG GOOD NEIGHBOR COMMITTEE (GNC)

BY-LAWS

Adopted by the Milwaukie City Council under Resolution 80-2014

October 21, 2014

ARTICLE I: MEMBERS AND VOTING PROCEDURES

1. Membership of the Kellogg Good Neighbor Committee (“Committee”) has been established by Milwaukie Resolution No. 06-2013, and appointed by Milwaukie City Council (“City Council”). There are seven (7) members on the Committee; four Neighborhood District Association (NDA) representatives, two each from Island Station and Historic Milwaukie neighborhoods, one downtown business or property owner, one citizen-at-large, and one member of City Council.
2. The term of office for members shall be as established by City Council. Initial appointments to the Committee were made by City Council action on March 5, 2013. Initial terms are either one or two years in length. Members may be appointed to the same position by City Council for up to three successive full two-year terms, in accordance with MMC 2.10.030(D)(2).
3. Members are expected to attend all meetings. Attendance may include participation by telephone or electronic means. Failure to attend at least seventy-five percent (75%) of the regularly scheduled meetings in a twelve-month period shall be grounds for a Committee recommendation for removal by majority vote. An NDA representative shall not be recommended for removal without first notifying and consulting with the Island Station or Historic Milwaukie neighborhood district association that the applicable member represents. Any recommendation for removal shall be presented to City Council, which will make the final decision on whether the member shall be removed.
4. A quorum consists of a majority four (4) of the seven (7) members, one of which must be an elected officer under Article II, Section 1. If a quorum is not attained fifteen minutes following the scheduled time of call to order, the meeting can continue as an informational exchange only.
5. All members who are present at Committee meetings are allotted one vote on all motions.
6. One member must make a motion and another member must second that motion in order for the Committee to vote. A motion is passed by a majority of the Committee members present. All members who are present at Committee meetings may submit or second a motion.

ARTICLE II: DUTIES OF OFFICERS

1. The Committee shall elect a Chair, Vice Chair, and Secretary (each, an “officer”).
2. The election of officers shall take place annually at the April meeting. The term of office for officers shall be from their election at the April meeting until the corresponding meeting twelve (12) months later. In the event that an officer cannot complete a term, an emergency election shall be held for the completion of the term.
3. The Chair shall set the agenda, preside over meetings, appoint sub-committees as needed, and call special meetings or executive sessions as described in Article III. The Vice Chair shall assume the duties of the Chair in their absence. The Secretary shall insure that all documentation, including financial reports, is available for the Committee to review, and monitor the Committee’s calendar.
4. In the event the Chair cannot attend a scheduled meeting, the Vice Chair shall act as the presiding officer, and, if the Vice Chair cannot serve, the Secretary shall fill that role.
5. The presiding officer shall preserve the order and decorum of the meeting; direct discussion and comment to relevant issues; establish and enforce time limits for discussion and comment as appropriate; encourage citizen input, and ensure that each person is treated with respect.

ARTICLE III: MEETINGS AND PUBLIC HEARINGS

1. Regular meetings shall be held at 5:30 PM on the second Tuesday of each month at the Kellogg Creek Wastewater Treatment Plant Office. The time, date, and/or location of a particular meeting may be changed by a majority vote of a quorum of the membership at least 3 weeks prior to the meeting.
2. The public shall be notified of all Committee meetings by the City’s general notification procedures.
3. The City Liaison or designee shall be responsible for preparing the minutes for each meeting and keeping records of attendance.
4. The City Liaison or designee will be responsible for sending the agenda and all meeting materials to members at least seven (7) days before the next scheduled meeting, as well as posting it to the City of Milwaukie’s website for interested members of the public to view.
5. Special meetings may be called at the request of the Chair or a majority of the Committee. The City Liaison shall set a special meeting on such request unless good cause exists for delaying until the next regularly scheduled meeting. Good

cause may include such factors as staff availability, meeting room availability, and budgetary considerations.

6. Executive Sessions may be held consistent with City Council Meeting Provisions, Section 2.04.090 of the City of Milwaukie Code and applicable state law.

ARTICLE IV: REFERENCE MANUAL AND MISSION STATEMENT

1. A Reference Manual will be adopted and made available at monthly meetings. The purpose of the Reference Manual is to provide consistency, clarity, and an open record of information needed to conduct the business of the Committee. Changes and additions to the manual may be suggested by any member and adopted by majority vote at any regular meeting. The Reference Manual must be consistent with Committee by-laws, the policies of City Council, and state law where applicable. It will contain:
 - a. A copy of the most current by-laws and the current year's work plan.
 - b. The purpose and duties of the Committee as determined by the City Council
 - c. Details useful for conducting business, including communications with members, sub-committee duties, and any other regularly used procedures.
 - d. Names, addresses, email addresses, phone numbers, and terms of office of the Committee members, however, personal information shall be kept confidential by Committee members unless members' written permission to share is provided to the Chair.
 - e. A list of the documents related to the treatment plant and wastewater treatment services distributed to the Committee.
2. The Mission Statement – To enhance the relationship between Clackamas County Water Environment Services (“WES”) and the City of Milwaukie, with emphasis on mitigating the Kellogg Wastewater Treatment Plant's impact, including:
 - a. odor impacts,
 - b. visual impacts,
 - c. other impacts, and
 - d. in general be a good neighbor and an asset to the City.

ARTICLE V: BY-LAWS CHANGES

1. By-laws shall be reviewed annually at the Committee's April or May meeting.
2. By-laws may be amended, repealed or altered by a majority of a quorum of the Committee, subject to approval by the City Council. A copy of the proposed changes must be sent to all members before a vote may be taken.

RECORD COPY

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
AND
THE CITY OF MILWAUKIE
FOR THE PROVISION
OF WASTEWATER TREATMENT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF WASTEWATER TREATMENT SERVICES (this "Agreement") is effective as of the 1st day of July, 2012 (the "Effective Date") by and between Clackamas County Service District No. 1, a county service district ("CCSD#1") and the City of Milwaukie, an Oregon municipality ("City"), each also individually referred to as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties are authorized to enter into agreements regarding the provision of services to their residents, customers and service areas pursuant to their respective charter or principal acts and ORS 190.010; and

WHEREAS, the Parties share a substantial common boundary and interlinked wastewater systems; and

WHEREAS, CCSD#1 has provided wastewater treatment services for City since 1972 and is desirous to continue its relationship with the City; and

WHEREAS, the City has used CCSD#1 as its sewer treatment provider since 1972 and is desirous to continue its relationship with CCSD#1; and

WHEREAS, CCSD#1 and City are currently parties to a Memorandum of Understanding entered into May 17, 2012 (the "MOU") which outlines the primary terms and conditions for this Agreement and implements certain financial terms regarding the provision of wastewater treatment and related services to City by CCSD#1; and

WHEREAS, CCSD#1 and City desire to implement fully the terms of the MOU and enter into a new agreement to reflect a Wholesale treatment rate structure based on a per-equivalent dwelling unit basis; and

WHEREAS, the Parties desire to provide for public health and safety, compliance with state and federal environmental laws, coordination of statutes, ordinances, and methods of implementation; and application of codes, implementation, and enforcement practices;

NOW THEREFORE, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 “BCC” means the Board of County Commissioners of Clackamas County, acting as the governing body of CCSD#1.

1.2 “CCSD#1” means the Clackamas County Service District No. 1 or its successor, as such entity’s boundaries may be adjusted by annexation or other boundary actions from time to time.

1.3 “DEQ” means the Oregon State Department of Environmental Quality, or its successor.

1.4 “Domestic Sewage” means sanitary wastes normally collected from residential establishments, and shall include commercial and industrial wastes of similar strength to residential wastes or quality, and other commercial and/or industrial wastes that participate in an approved Industrial Pretreatment program in accordance with CCSD#1 and/or City requirements meeting DEQ and EPA guidelines. Domestic Sewage shall exclude ground water, storm water, drain water and industrial waste not pre-treated in accordance with CCSD#1 and/or City requirements meeting DEQ and EPA guidelines.

1.5 “EPA” means the United States Environmental Protection Agency, or its successor.

1.6 “Equivalent Dwelling Unit” or “EDU” is a unit of measure applied to a user of the sewage system as further defined in CCSD#1’s rules. For the purposes of this Agreement, the same definition shall always apply to CCSD#1 and City at any one time, and the Parties shall consult with each other regarding any proposed change to the Rules.

1.7 “Flow” means that certain volume of wastewater as measured by gallons per day that is delivered to a wastewater treatment system.

1.8 “Force Majeure Event” means each and any of war, insurrection, terrorism, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that is not within reasonable control of the Party to be excused.

1.9 “I/I” means infiltration and inflow into a sewer system.

1.10 “Influent Points” means the points at which City’s Internal System intersects CCSD No.1’s Wholesale collection system.

1.11 “Industrial Pretreatment” means a program for qualified sewer users at the thresholds established in the Rules whereby the user is required to provide the appropriate level of pretreatment before discharging into the collection system of either Party for treatment by CCSD#1.

1.12 “Internal System” means all non-Wholesale sewer lines and other sewer facilities upstream from the Influent Points owned and operated by City.

1.13 “City” means the City of Milwaukie as such entity’s boundaries may be adjusted by annexation or other boundary actions from time to time.

1.14 “NPDES Permit” means a National Pollutant Discharge Elimination System Permit granted to CCSD No.1, pursuant to the Federal Water Pollution Control Act, as amended.

1.15 “Parties” means CCSD#1 and City.

1.16 “Prior IGAs” means each and all of those certain intergovernmental agreements dated November 3, 1969 as subsequently amended or supplemented from time to time and all subsequent IGAs regarding similar subject matter, most recently on December 17, 2002.

1.17 “Prime Rate” means the interest rate banks charge to large corporations for short-term loans, as published in the Wall Street Journal or other similar publication.

1.18 “Retail” means the provision of collection and conveyance piping, maintenance of the same and direct billing and collection to residential households.

1.19 “Rules” means the Rules and Regulations of CCSD#1, as such may be amended from time to time.

1.20 “SDCs” means system development charges as established in ORS 223.297 through ORS 223.314 or successor statutes. For the purposes of this Agreement, the City shall only be obligated to contribute an amount equal to that portion of CCSD#1’s SDCs relating to Wholesale treatment.

1.21 “Wholesale” means a systemic provision of wastewater treatment services via a wastewater treatment plant or other similar structure, excluding therefrom the general collection and conveyance system (e.g. piping and interceptors) necessary to deliver wastewater to a wastewater treatment plant. It may include certain interceptors established solely for the purpose of flow management between CCSD#1 treatment assets, such as the Intertie 1 and 2 pipelines, and Industrial Pretreatment programs.

For the purposes of this Agreement, terms used but not defined herein shall have the meaning ascribed to them in the Rules.

SECTION 2. SERVICES PROVIDED BY CCSD#1

2.1 Wastewater Treatment Service. CCSD#1 shall receive, transport, and treat Domestic Sewage discharged by City on a Wholesale per-EDU basis. CCSD#1 shall accept such delivery and treat the wastewater in a manner consistent with the requirements of the Clean Water Act and all applicable state laws for the term of this Agreement.

2.2 Operation, Replacement, and Maintenance of Facilities. CCSD#1 shall be responsible for the operation, replacement and maintenance of all applicable wastewater treatment facilities. Such facilities shall be operated, replaced and maintained in accordance with generally accepted industry standards, and the standards established by the EPA, DEQ, the Oregon Health Department and other federal, state and local agencies.

2.3 Designation of Service Provider. The Parties agree that City shall provide and be responsible for all aspects of its Internal System, the collection (retail) sanitary sewer service and surface water management service and all other acts necessary, customary, and incidental to providing retail sewer service and to deliver all appropriate wastewater to the conveyance and treatment system of CCSD#1. CCSD#1 agrees to be the designated service provider for sewer treatment for the City for the purposes of land use goals.

2.4 Land Use. City and CCSD#1 agree that CCSD#1 will suffer no negative impact, fiscal or otherwise, from Comprehensive Plan Amendment CPA-06-01 or Zoning Ordinance Amendment ZA-06-01. In particular, the proposed amendment to Zoning Code Section 19.321.3 A seeks to prohibit sewage treatment plants in all zones within the City, including Kellogg, with a fine for continued existence being levied beginning in December 2015. To the extent CCSD#1 experiences any fines resulting from any of the above provisions or other Comp Plan or Zoning changes with a substantially similar goal of compelling removal of Kellogg, then CCSD#1 shall charge City for the costs regarding the same, including attorney's fees spent in defense.

SECTION 3. RATES

3.1 Wholesale Rate. CCSD#1 shall assess a per-EDU wholesale rate to City equal to the Wholesale rate for in-district customers (the "Rate"). The Parties have agreed to a methodology to be utilized in calculating the Rate whereby the total costs of CCSD#1, including debt service, capital account requirements and other standard utility expenses are calculated, and then apportioned between Wholesale costs and Retail costs. CCSD#1 shall bill City monthly for the service based on a formula of the Rate multiplied by the number of EDUs served in City, and City shall remit payment within thirty (30) days. Late payments by City shall accrue an interest penalty of the Prime Rate annual rate, compounding monthly. Nothing contained herein shall be deemed a restriction or a limitation on City's ability to add such other charges to its customers as it deems appropriate. For the first year of this Agreement, City's Rate shall be \$30.21.

3.2 Modification of Rate. As part of its normal ratemaking process for CCSD#1, the BCC shall have the opportunity to adjust the Rate based on all factors the BCC considers material for making such a decision, including requirements for the maintenance, operation, anticipated capital expenditures, administration, overhead, expansion of CCSD#1's sewer treatment system, principal and interest payments, and reserve requirements or other financial covenants on any outstanding debt instruments. City shall have a representative on the District Advisory Board and will be consulted regarding any proposed Rate changes, including the ability to offer comments to the BCC prior to any adjustment. Any change of the Wholesale Rate shall be the same for both City EDUs and CCSD#1 EDUs.

3.3 Reporting Requirements. The Parties agree that the audit performed by GEL Oregon, Inc., which counted City's EDUs as 10,939 is a true and accurate statement of connections as of the Effective Date of this Agreement. The City shall deliver to CCSD#1 a written report stating the current number of connections to the City system and noting new connections and any permanent disconnections on March 1 and September 1 of each year. The Parties shall work together using the Rules to establish the number of EDUs to be assigned to new connections within the City.

3.4 Records. City shall maintain records of new connections to its sewer system, and CCSD#1 may review such records as such time as may be reasonably requested.

3.5 System Development Charges. City agrees that it shall pay the equivalent of the Wholesale SDC for all new connections from the Effective Date of this Agreement. CCSD#1 agrees that there are no SDC amounts due and owing for connections existing prior to or as of the Effective Date. Payments for such new connections shall be tendered semi-annually with the report of new connections described in Section 3.3 above. The City has received CCSD#1's SDC ordinance and the Parties agree that the Wholesale SDC shall be calculated pursuant to such ordinance. CCSD#1 shall not make any changes to the ordinance that apply to the City without consulting with and receiving the City's consent regarding any such changes. CCSD#1 shall bring forth the capital plans described in the ordinance to the Riverhealth Advisory Committee or successor entity for review and discussion prior to adoption.

3.6 Books and Accounts. City shall keep full and complete books of accounts showing the number of connections to its sewerage system, the maintenance and operation costs incurred in connection with the collection and conveyance system, its efforts to reduce "I/I" and otherwise comply with Sections 4.2 and 4.3, and its response to emergency and non-emergency spills or additions to the sewerage system. The costs of keeping those books shall be considered an operational cost to City.

3.7 Obligation to Pay. City acknowledges that the rate structure for CCSD#1 will be calculated in reliance on expected revenue from the City for services provided, and that failure of the City to pay would result in a material financial hardship and potential covenant violations of CCSD#1's outstanding revenue obligations. City agrees that it shall

promptly pay its charges when due, and that failure to pay is a material breach of this Agreement.

SECTION 4. SYSTEM MANAGEMENT AND COORDINATION

4.1 Coordination of Systems. CCSD#1 and City shall coordinate the operations of the wastewater collection, conveyance and treatment systems to optimize treatment and environmental benefits. In the event of plant distress, flash floods, excess infiltration and inflow, illegal materials delivered to the treatment system, or other similar event, CCSD#1 shall coordinate with City regarding the possible diversion, backup, transfer or other management option for the handling of wastewater flow. To the extent necessary, in CCSD#1's judgment, to insure compliance with NPDES Permit requirements, CCSD#1 staff may direct City staff to take such actions as are appropriate to avoid violation of NPDES Permit requirements, including but not limited to diversions, restrictions, cleanup or blocking efforts, or any other action reasonably necessary to avoid risks to human health or safety, any environmental damage including collection system overflows, or damage to the wastewater treatment facility's ability to treat wastewater.

4.2 Treatment of Domestic Sewage Only. City acknowledges and agrees that CCSD#1 shall only be required to treat Domestic Sewage. CCSD#1 may reject all non-conforming forms of wastewater, and may refuse to transport and/or treat Domestic Sewage from those portions of City's sewage collection system that do not conform to DEQ, EPA, or CCSD#1 standards for Domestic Sewage.

4.3 Pretreatment Ordinances. City has previously implemented a pre-treatment program consistent with the Rules, called the "City Pretreatment Program" (the "Program"). After due consultation with City staff, CCSD#1 may require changes to the Program to remain consistent with requirements imposed by state or federal law, the Rules, or its current best management practices for the Industrial Pretreatment program, and may include, but is not limited to: developing procedures, forms and instructions; categorizing dischargers; records keeping; compliance tracking; establishment of annual limits; sampling, testing and monitoring; preparation of control documents; enforcement, including collection of fees, penalties, and other extraordinary charges; and preparation of permits. Nothing contained herein shall obligate City to undertake program requirements greater than those imposed by CCSD#1 within its boundaries. The fees to be charged for Industrial Pretreatment shall be set by mutual discussion of the Parties, but in no case lower than those charged to Industrial Pretreatment customers within CCSD#1.

4.4 Rules and Regulations. City shall assure that its sewerage ordinances are consistent with and at least as effective as CCSD#1's Rules. CCSD#1 will provide due notice and consult with City staff regarding any substantive changes that may impact current City ordinances, beyond any general discussion at the advisory committee level.

4.5 City Internal System. City shall operate and maintain its Internal System at its sole expense, including all of its facilities as required to deliver the wastewater to CCSD#1's system or facility. City shall observe generally accepted standards and

practices in the construction, operation, replacement and maintenance of its Internal System, with particular attention to the following: (i) minimizing entry in the sewerage system of groundwater and/or I/I; (ii) maintaining a favorable character and quality of Domestic Sewage in accordance with the standards set forth in Section 4.2 hereof; (iii) eliminating septicity and objectionable odors, entry of petroleum waste or other chemicals and/or wastes detrimental to sewer lines, pumping stations, wastewater treatment plants, and the waters of the State of Oregon; (iv) eliminating hazardous and toxic wastes; and (v) maintaining an efficient and economical utility operation while achieving optimum pollution and environmental control. Nothing contained herein shall obligate City to undertake particular Internal System activities unless otherwise directed by a third party regulatory agency such as DEQ.

4.6 Mutual Notification. The Parties agree to provide each other with written notice of any condition that may violate this Agreement or applicable laws, regulations, or permits. The discharge Party agrees to give verbal notice to the other Party immediately upon becoming aware of the violating discharge. A written report on the nature and amount of the violating discharge will be prepared and provided to the other Party within twenty-four (24) hours of the time the violating discharge is identified. If the Party does not correct such a condition within a reasonable time of written notice thereof, the offending Party shall pay any reasonable and necessary costs and expenses incurred by the other Party in connection with such condition. If either Party discharged in to the wastewater system any solids, liquids, gases, toxic substances, or other substance that is reasonably believed to cause or will cause damage to the system, or is creating a public nuisance or a hazard to life or property, that Party shall discontinue the discharge of such substances. Because substandard condition of Domestic Sewage may cause serious damage to the wastewater treatment facilities, both Parties shall comply with generally accepted standards regarding the composition of Domestic Sewage, and after compliance, will work together to allocate the cost associated with necessary corrective actions.

4.7 Allocation of Penalty. The Parties shall cooperate with each other to determine the source of possible violations of applicable law, regulations and permits (including applicable NPDES Permits). In the event CCSD#1 is fined or otherwise penalized by local, state, or federal agencies for failure to operate or maintain the wastewater treatment system in accordance with the requirements of the agencies, and it is demonstrated to CCSD#1's and City's reasonable satisfaction that such violation or failure is due, in whole or in part, to City's discharge of Domestic Sewage in violation of this Agreement, then City shall pay its commensurate share of the costs of such fines or penalties, including its share of the associated administrative, legal, and engineering costs incurred by CCSD#1 in connection with these fines or penalties, including responses to or appeals thereof within 60 days of receiving written notice thereof. In the event that CCSD#1 and City cannot agree hereunder with regard to responsibility or shares, they shall resolve the issue(s) as provided in Section 5.3 herein.

4.8 Services Provided by City.

4.8.1 **Sanitary Sewer.** In any area now or hereafter becoming part of City, City shall provide all collection sewer services, billing and collection, inspection, and the like with respect to the sewer collection system. City shall have sole ownership and responsibility to operate, maintain, repair and replace facilities or to permit, design and construct collection sewer facilities, subject to Section 4.5. City shall have sole discretion as to the methods of financing such facilities, provided City insures compliance with Section 3.7 hereof. If within any area hereafter becoming part of City collection facilities exist that were built by CCSD#1, CCSD#1 and City will agree upon the manner and amount of compensation to be paid to CCSD#1 as a result of the transfer of those facilities to City. If they are unable to agree, the issue will be resolved pursuant to Section 5.3 herein.

4.8.2 **Surface Water Management.** City shall be solely responsible for all aspects of surface water management within its boundaries and to comply with the obligation imposed on it pursuant to the NPDES Permit, its MS4 Permit, and other applicable laws and regulations.

4.9 Services Provided by CCSD#1.

4.9.1 **Sanitary Sewer.** In any area now or hereafter becoming part of CCSD#1, CCSD#1 shall have sole ownership and responsibility to operate, maintain, repair and replace facilities or to permit, design and construct collection, conveyance, or treatment sewer facilities. CCSD#1 shall have sole discretion as to the methods of financing such facilities, but shall consult with City through the District Advisory Committee regarding anticipated capital projects, financings, rates, and other issues as normally discussed pursuant to the Riverhealth Advisory Board bylaws, as amended from time to time.

4.9.2 **Surface Water Management.** Unless otherwise agreed, CCSD#1 and City shall each be solely responsible for surface water management within their respective boundaries, and CCSD#1 shall not charge City for stormwater services.

4.9.3 **Laboratory Services.** CCSD#1 shall provide all laboratory services necessary to comply with all relevant regulatory requirements for Wholesale services. If desired by City, CCSD#1 will provide laboratory testing and results for City relating to Retail or stormwater tests pursuant to the laboratory services fee schedule attached hereto as Exhibit A, as such fee schedule may be updated from time to time, but no more frequently than annually. CCSD#1 agrees that City shall not be charged any per-test fee greater than that charged to other lab customers using similar services.

4.10 **Peak Flow/I&I.** The Parties agree on the importance of maintaining their conveyance infrastructure to avoid I/I problems. To that end the Parties agree that they will work cooperatively to respond and comply with any regulatory requirements imposed under the Clean Water Act on conveyance infrastructure. The Parties also

acknowledge that excessive I/I problems can lead to treatment failure at the Kellogg Plant, and that if the plant experiences two or more permit violations during a calendar year relating to excess flow as determined by the Operations Supervisor or Kellogg Plant Manager, then each Party shall conduct an investigation of their respective conveyance systems to identify and remedy I/I problems to ensure the plant maintains a peaking factor of no more than 4:1 above average dry weather flow.

4.10.1 Mutual Investment in I/I Reduction. CCSD#1 agrees to contribute ten percent (10%) of the City's costs for all wastewater conveyance infrastructure projects designed to reduce I/I within the City. To obtain this contribution, the City will provide CCSD#1 staff with an annual list of anticipated projects no later than February 15 for the next fiscal year beginning July 1, which will be evaluated by such staff for its impacts on I/I, as distinct from structural rehabilitation or service for growth. CCSD#1 staff shall provide a written response and evaluation of the Project no later than March 15 of the same year detailing how much of the project, in their opinion, relates to I/I mitigation. In the next fiscal year the City will, at its discretion, provide either copies of monthly invoices showing the expenses and requesting 10% reimbursement of the appropriate amounts of such projects, or one request for 10% of the approved costs at the end of such project, which CCSD#1 shall pay within thirty (30) days.

4.11 Good Neighbor Fund & Efforts. CCSD#1 shall establish a district fund and for the duration of this Agreement shall deposit monthly the equivalent of One and no/100 Dollars (\$1.00) per EDU of the City's connections as reported under Section 3.3 (the "Good Neighbor Fund"), after receipt of payment from the City for such month. The Good Neighbor Fund shall be used for the purpose of mitigating the impact of the Kellogg Plant on the surrounding neighborhoods, which may include, for example, buffer acquisitions and/or landscaping within 200 yards of the plant property line, improvements on the Kellogg Plant property, or neighborhood sewer infrastructure projects (a "Fund Approved Purpose"). City shall establish a process for developing and prioritizing projects and/or efforts to be undertaken with Good Neighbor Fund monies that will include participation by City citizen groups representing areas near the Kellogg Plant. CCSD#1 staff shall meet and assist in planning any intended uses for this fund, and will generally defer to the desires of the City as expressed by City staff for the uses of those funds. CCSD#1 staff shall make the final determination if the proposed use of the monies is consistent with the purposes of the Good Neighbor Fund as expressed in this section subject to Section 5.3 herein.

At the City's discretion, it may request that up to eighty percent (80%) of the monthly revenues deposited into the Good Neighbor Fund as described in this Section 4.11 be remitted to the City's sewer utility fund to support debt service payments for certain capital projects. CCSD#1 shall grant such a request so long as (i) the remitted revenues will support a project that is a Fund Approved Purpose; (ii) that, in the reasonable opinion of CCSD#1 staff, the proposed project will not violate the legal authority of the district's authorizing statutes; and (iii) the Parties shall reach agreement regarding the future ownership and/or maintenance of the resulting capital project. This

remittance shall continue only for so long as the length of the loan or other financing undertaken at the time of the request to accomplish the Fund Approved Purpose project proposed to CCSD#1.

4.11.1 City Report & Neighborhood Groups. CCSD#1 staff will attend neighborhood meetings at least every other month for both of the Island Station and Historic Milwaukie neighborhood associations. By July 1 of each year, CCSD#1 staff will provide an annual report to the Milwaukie City Council and Citizens Utility Advisory Board regarding communication with the neighborhood groups and a summary of the budget and Rate decisions made by the BCC for the coming fiscal year.

4.12 Odor Control. CCSD#1 shall contribute One Million and No/100 Dollars (\$1,000,000.00) as “seed” funding to the Good Neighbor Fund described in Section 4.11 above, and the City shall have the discretion to decide the best approach for the initial odor control improvements at or around Kellogg with such seed funding. After the initial investment of the seed funding, CCSD#1 shall conduct an odor control study upon the written request of Milwaukie but no more frequently than once every eighteen (18) months. Such studies shall be paid for by CCSD#1, not be funded by the Good Neighbor Fund, and shall be undertaken within ninety (90) days of receipt of the written request. If the study finds odors that would be reasonably detectable by and objectionable to an ordinary person, then CCSD#1 and City shall jointly investigate additional actions necessary to obviate the odor issues and such expenses shall be paid by CCSD#1 as part of the Wholesale rate.

SECTION 5. DEFAULTS AND DISPUTE RESOLUTION

5.1 Defaults. Subject to a Force Majeure Event, extensions of time by mutual consent in writing, or the special circumstances described in Section 5.2, failure or unreasonable delay by any Party to substantially perform any provision of this Agreement, or breach of any term of this Agreement, shall constitute a default (a “General Default”). In the event of an alleged General Default, the Party alleging such a violation shall give the other Party not less than thirty (30) days notice in writing specifying the nature of the alleged General Default and the manner in which the General Default may be cured satisfactorily. During this 30-day period, the Party in charge shall not be considered in default for the purposes of termination or instituting legal proceedings. The defaulting Party must cure such General Default within such 30 day period unless it submits a written notice to the other Party alleging (i) an inability to cure within 30 days and setting forth a plan to expeditiously cure the General Default, or (ii) disputing the General Default notice and requesting dispute resolution as set forth in Section 5.3.

5.2 Special Defaults. Except in the case of a Force Majeure Event, failure by City to comply with the relevant provisions of Sections 3 and 4, including but not limited to failure to (i) pay amounts due within the proscribed time period, (ii) disclose new connections or EDU levels, (iii) pay SDC-equivalent charges, (iv) allow non-Domestic Sewage to be delivered to CCSD#1, or (v) allow I/I or peak flow issues beyond the scope

agreed (each, a “Special Default”) shall constitute an immediate and material breach of this Agreement. The occurrence of a Special Default shall immediately vest CCSD#1 with the right to either (x) terminate this Agreement with 90 days prior written notice to City without need of any opportunity to cure or other action, step or process, including any set forth in Sections 5.1 and 5.3, or (y) impose a fifteen percent (15%) surcharge on the Rate, SDC charges, interest, and related financial terms until such time as the City comes into compliance with the Agreement.

5.3 Dispute Resolution Steps. Except as otherwise provided in Section 5.2, the Parties agree to attempt to settle any disputes or General Defaults pursuant to the following process:

5.3.1 **Negotiation.** The City Manager of City and the Director of CCSD#1 or other persons designated by each of the disputing Parties will negotiate on behalf of the entities they represent. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each the City Manager and the Director, and may be ratified by the governing bodies of the Parties, as appropriate.

5.3.2 **Mediation.** If the dispute cannot be resolved within 30 days of the beginning of negotiation as set forth in Section 5.3.1 or within such longer period of time as may be mutually agreed to by CCSD#1 and City, the Parties shall submit the matter to non-binding mediation. The Parties shall attempt to agree on a single mediator. If the Parties cannot agree on a single mediator, the Parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The Parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each Party shall select one (1) name from such list. The two selected mediators shall select a third person. The dispute shall then be heard by a panel of three (3) mediators, and any common cost of mediation shall be borne equally by the Parties who shall each bear their own costs and fees therefore. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each the City Manager and the Director, and ratified by the governing bodies of the Parties which shall be binding upon the Parties.

5.3.3 **Binding Arbitration.** After exhaustion of the preceding processes, any remaining dispute shall be submitted to binding arbitration under the jurisdiction of the Circuit Court of the State of Oregon for Clackamas County pursuant to ORS Chapter 36.

SECTION 6. TERM AND TERMINATION

6.1 Term. This Agreement shall be effective as of July 1, 2012 and shall expire on June 30, 2037.

6.2 Early Termination. This Agreement may be terminated prior to the Termination Date upon (i) the mutual written consent of the Parties, or (ii) upon twenty-four (24) months prior written notice by one Party to the other.

6.2.1 **Early Termination by CCSD#1.** If CCSD#1 exercises its early termination right pursuant to this Section 6.2, the City will be obligated to pay only its pro rata share of CCSD#1 outstanding obligation and debt, including capital debt, that existed at the time the Agreement was entered into and that relates directly to the Kellogg Plant or that was incurred after execution but before notice of termination, that directly relates to the Kellogg Plant. "Pro rata share" means a share consistent with the City's 5-year average of flows based on EDUs prior to the notice of termination.

6.2.2 **Early Termination by City.** If City exercises its early termination right pursuant to this Section 6.2, the City will be obligated to pay for its share of the outstanding debt of CCSD#1 in a manner equivalent to similarly situated parties under ORS 222.524, as though City has been a part of CCSD#1 and was withdrawing.

6.3 Termination of Prior IGAs. The Parties acknowledge and agree that each and all of the Prior IGAs are hereby terminated and shall have no further force or effect.

6.4 Extensions. CCSD#1 and City agree that they shall meet on the first business day of July 2035 to discuss an extension, renewal, or alternative service arrangements for City wastewater, unless terminated earlier pursuant to Section 6.2 hereof.

SECTION 7. ADDITIONAL PROVISIONS

7.1 Other Necessary Acts. Each Party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other Party the full and complete enjoyment of rights and privileges hereunder.

7.2 Severability and Waiver. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of subsequent breach of the same by the other Party.

7.3 Amendment. The Agreement may be amended at any time by mutual written agreement.

7.4 Force Majeure. In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delays or default is due to a Force Majeure Event.

7.5 No Third-Party Beneficiaries. The Parties to this Agreement are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons.

7.6 Nonwaiver. Failure by any Party at any time to require performance by any other Party of any of the provisions hereof shall in no way affect such Party's rights hereunder to enforce the same, nor shall any waiver by any Party or parties of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

7.7 Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Venue in connection with any legal proceeding affecting this Agreement shall be in the Circuit Court of the State of Oregon for Clackamas County.

7.8 Number and Gender. Whenever applicable, the use of the singular number shall include the plural, the use of the plural number shall include the singular, and the use of any gender shall be applicable to all genders.

7.9 Successors and Assigns. This Agreement is to be binding on the successors and assigns of the Parties hereto. No assignment of this Agreement shall be effective until the assignee assumes, in writing, the obligations of the assigning Party, and delivers such written assumption to the original Party to this Agreement.

7.10 Notice. Any notice herein required or permitted to be given, shall be given in writing and shall be effective upon receipt for hand delivery or facsimile or upon actual receipt or three (3) days after mailing, whichever is earlier, for notices delivered by U.S. mail, first class postage prepaid, addressed to the Parties as follows:

Clackamas County Service District No. 1
c/o Water Environment Services
Attn: Director
150 Beaver Creek Road, 4th Floor
Oregon City, Oregon 97045

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

Changes to the above shall be by notice to the other in the manner provided in this Section 7.10.

7.11 No Waiver. No failure by City or CCSD#1 to insist on the strict performance of any agreement, term, covenant, or condition of this Agreement or to exercise any right or remedy consequent to a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by either Party, and no breach by either Party, shall be waived, altered, or modified except by a written instrument executed by

the non-breaching Party. No waiver of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

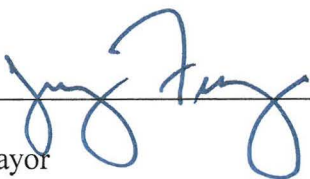
7.12 Cumulative Remedies. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise. The exercise or beginning of the exercise by City or CCSD#1 of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Party in question of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

7.13 Annexation. Nothing in this Agreement shall be construed to impair City's ability, if it so desires, to annex into CCSD#1 with due and appropriate process. Similarly, nothing in this Agreement shall obligate City to seek annexation. The Parties agree that upon annexation of City into CCSD#1, if ever, this Agreement shall terminate as of the effective date of the annexation.

[Signature Page Follows]

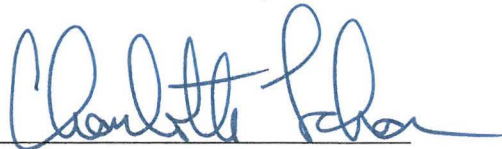
IN WITNESS WHEREOF, the Parties have, pursuant to official action that the respective governing bodies duly authorized the same, caused their respective officers to execute this Agreement on their behalf on the date stated above.

CITY OF MILWAUKIE,
a municipal corporation

By: 
Title: Mayor

ATTEST: Pat Duval
Title: City Recorder

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1, a county service district

By: 
Title: Chair

ATTEST: Mary Raetke
Title: Secretary
12-6-12
III.1.

Exhibit A

Initial Laboratory Fee Schedule

Exhibit A

Lab Fees & Rates

Lab Fees FY12/13 Per Test	
Ammonia	\$26
BOD	\$32
Conductivity	\$13
E Coli	\$37
Hardness	\$21
Dissolved metals	\$26
Metals	\$21
Nitrate (NO3)	\$28
oPO4	\$30
Phosphorous	\$42
TDS	\$28
TSS	\$24
Winkler DO	\$16
TS/VS	\$26



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 18, 2013

Mr. Bill Monahan, City Manager
City of Milwaukie
10722 SE Main St.
Milwaukie, OR 97222

Dear Mr. Monahan:

This letter is intended as notification of a proposed rate adjustment to the wholesale sanitary sewer service monthly fee charged to the City of Milwaukie by Clackamas County Service District No. 1 (CCSD #1). For wholesale customers of CCSD #1, consistent with the agreed costing methodology, the rate is proposed to increase from \$30.21 to \$30.80 per Equivalent Dwelling Unit (EDU) per month.

Based on the semi-annual report received by WES staff on March 1, from the City of Milwaukie's Finance Director, the City is currently being charged for 10,962 EDUs. This will result in a \$337,630.00 monthly charge to the City beginning with July's billing. In addition to EDUs, the report noted 16 new connections and at this time the District has received the Service Development Charge (SDC) equivalent payment for only 1 of the 16. Please include the remainder with your July remittance.

The proposed revised rate is included in the prepared budget for CCSD #1 which was recommended for approval by the RiverHealth Advisory Committee of which Mayor Ferguson is a member, at their committee meeting on May 15, 2013 and approved by the CCSD #1 Budget Committee on May 23, 2013. The District budget will be considered for adoption by the District's Board of Directors at its June 27, 2013 public hearing. If adopted, this change will take effect July 1, 2013.

If you have any questions or concerns regarding this change, feel free to contact me at any time at 503-742-4563 or Lgarcia@co.clackamas.or.us. Thank you for your attention to this important matter.

Sincerely,


Liz Garcia
Business Services Manager
Water Environment Services

C: Rina Byrne, Finance Director, City of Milwaukie



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

J. Michael Read
Interim Director

June 16, 2014

Mr. Bill Monahan, City Manager
City of Milwaukie
10722 SE Main St.
Milwaukie, OR 97222

Dear Mr. Monahan:

This letter is intended as a corrected notification of a proposed rate adjustment to the wholesale sanitary sewer service monthly fee charged to the City of Milwaukie by Clackamas County Service District No. 1 (CCSD #1). For wholesale customers of CCSD #1, consistent with the agreed costing methodology, the rate is proposed to increase from \$30.80 to \$31.72 per Equivalent Dwelling Unit (EDU) per month.

Based on the semi-annual report received by WES staff on April 1, 2014 from the City of Milwaukie's Finance Director, the City is currently being charged for 11,193 EDUs. This will result in a \$355,041.96 monthly charge to the City beginning with July's billing. In addition to EDUs, the report noted 9 new connections from August 6, 2013 to January 15, 2014 and at this time the District has received the Service Development Charge (SDC) equivalent payment for all.

The proposed revised rate is included in the prepared budget for CCSD #1 which was recommended for approval by the RiverHealth Advisory Committee of which City Councilor Hedges is a member, at their committee meeting on May 13, 2014 and approved by the CCSD #1 Budget Committee on June 2, 2014. The District budget will be considered for adoption by the District's Board of Directors at its June 26, 2014 public hearing. If adopted, this change will take effect July 1, 2014.

If you have any questions or concerns regarding this change, feel free to contact me at any time at 503-742-4563 or Lgarcia@co.clackamas.or.us. Thank you for your attention to this important matter.

Sincerely,

Liz Garcia
Business Services Manager
Water Environment Services

C: Rina Byrne, Finance Director, City of Milwaukie
J. Michael Read, Interim Director, WES



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory Geist
Director

June 15, 2015

Mr. Bill Monahan, City Manager
City of Milwaukie
10722 SE Main St.
Milwaukie, OR 97222

Dear Mr. Monahan:

This letter is intended as a notification of a proposed rate adjustment to the wholesale sanitary sewer service monthly fee charged to the City of Milwaukie by Clackamas County Service District No. 1 (CCSD #1). For wholesale customers of CCSD #1, consistent with the agreed costing methodology, the rate is proposed to increase from \$31.72 to \$32.89 per Equivalent Dwelling Unit (EDU) per month.

Based on the revised semi-annual report received by WES staff for April 1, 2015 from the City of Milwaukie's Finance Director, the City is currently being charged for 11,040 EDUs. This will result in a \$363,105.60 monthly charge to the City beginning with July's billing. In addition to EDUs, the report noted 10 new connections from August 9, 2014 to January 8, 2015 and at this time the District has received the Service Development Charge (SDC) equivalent payment for all.

The proposed revised rate is included in the prepared budget for CCSD #1 which was recommended for approval by the RiverHealth Advisory Committee of which City Councilor Powers is a member, at their committee meeting on May 20, 2015 and approved by the CCSD #1 Budget Committee on June 1, 2015. The District budget will be considered for adoption by the District's Board of Directors at its June 25, 2015 public hearing. If adopted, this change will take effect July 1, 2015.

If you have any questions or concerns regarding this change, feel free to contact me at any time at 503-742-4564 or Dougwau@co.clackamas.or.us. Thank you for your attention to this important matter.

Sincerely,

Doug Waugh
Finance Manager

C: ✓ Casey Camors, Finance Director, City of Milwaukie
Greg Geist, Director, WES



Kellogg Creek

Water Pollution Control Plant

Landscape Master Plan

JUNE 25, 2015

PLACE

GOOD NEIGHBOR COMMITTEE

Prepared for:

CLACKAMAS COUNTY SERVICE DISTRICT No.1

c/o Water Environment Services

150 Beavercreek Road, 4th Floor

Oregon City, Oregon 97045

www.clackamas.us

(503) 742-4567

Prepared by:

PLACE

06.25.2015

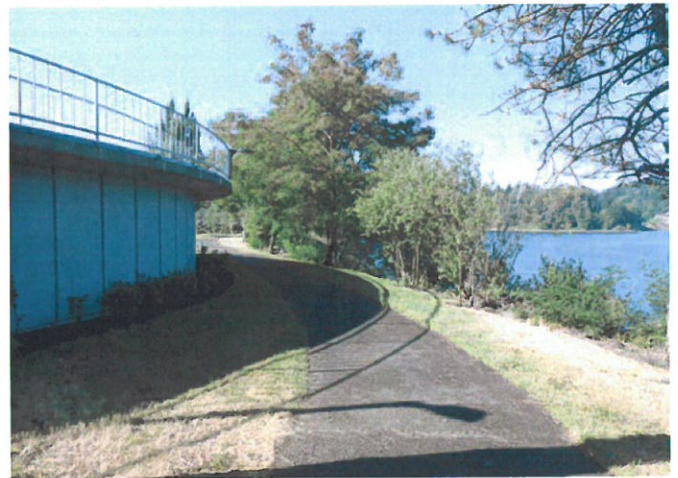
Table of Contents

	Executive Summary	
Section 1	Introduction	5
	Project Purpose	
	Insert context map – location	
	Vision	
	Goals	
	Objectives	
	Scope of Work	
Section 2	Planning Process	7
	Participation, community open house, Clackamas county and steering committee	
	Insert meeting Photos	
Section 3	Landscape Characterization	11
	Existing Conditions Diagram	
	Insert Site photos	
Section 4	Master Plan	13
	Site Opportunities	
	Master Plan Summary Description	
	Site Amenities	
Appendix		17
	A Meeting notes and Open House results	
	B Tree inventory document	





Site North Entry Bollards from City Park



Trail closely connects with Waste Water Treatment Plant



Waste Water Treatment Plant in full view of trail



Tall trees planted on edge as screen and odor abatement



South corner of Waste Water Treatment Plant



South connection to neighborhood

SECTION 1. INTRODUCTION

Project Purpose:

In December 2012, the City of Milwaukie and Clackamas County Service District #1 (WES) signed a 25 year agreement that addresses wastewater treatment and the continued presence of the Kellogg Creek Water Pollution Control Plant at a key location along the Milwaukie riverfront. Among other provisions in the agreement, WES agreed to fund odor control, and address other “good neighbor” issues.

From this agreement WES and the City of Milwaukie established the Kellogg Creek Good Neighbor Committee (KGNC) and together they identified a need to improve the grounds surrounding the plant. In March 2014, WES on behalf of the KGNC retained PLACE Studio LLC to develop a master plan, facilitate some public meetings and design a planting plan.

Goal Statement

The KGNC and WES staff developed the following goal statement for this project:

“We envision a beautiful riverfront park that allows plant operations to continue unhindered.”

Primary Objective:

The KGNC developed primary and secondary objectives based on the results of the open house and community outreach.

- ***Ameliorate odors and provide visual screening.***

Secondary Objectives:

Project secondary objectives include:

- ***Ensure sustainable maintenance***
- ***Improve safety***
- ***Improve habitat***
- ***Increase recreational opportunities, including improvements to the riverfront trail***

Design Program:

1. To provide landscape planning and design services in support of odor abatement.
2. Work with the community to create an overall vision to guide future improvements.
3. Provide a framework for additional site amenities such as enhanced site lighting, benches, and mitigating trail users conflicts.
4. Enhance vegetation and screening between the fence and the greenway.



Site walk with Stakeholders

SECTION 2.

PLANNING PROCESS

Planning Effort

The Stakeholder Committee, WES, and consultant team spent several months working together analyzing existing conditions, collecting nuisance odor information, soliciting neighborhood information about desired community uses and exploring potential planting schemes. The Stakeholder Committee consisted of the KGNC with some additional neighbors.

The master planning effort considers a wide range of visitor and neighbor issues in a comprehensive manner. The primary focus of the project addressed landscape strategies to mitigate odors from the treatment plant. To meet this objective the master plan addresses issues of vegetation structure, health and form around the site. The plan also addresses issues and opportunities related to public access, recreation uses, site amenities, ecological restoration, landscaping, path circulation, interpretation, operations and maintenance and site lighting.

Two phases of design were developed for the KWPTP. The first phase was a site master plan and the second was a comprehensive tree inventory and revegetation plan. The revegetation plan addressed issues of tree health and screening in support of odor abatement and site aesthetics. All aspects of the project were coordinated with Stakeholder Committee and the public, and associated permitting agencies.



Observation of existing site use



Site review with neighborhood committee at south swale



Discussion with neighborhood committee at west trail

OPEN HOUSE INPUT FORM

Program Elements **PLACE**

PROVIDE	NEAR TERM	LONG TERM	I'M INTERESTED IN HELPING TO MAKE THIS HAPPEN! (SIGN BELOW)
VEGETATED SCREEN AT TREATMENT PLANT			
PICNIC AREA			
SUNNY LAWN			
NATIVE WOODLAND			
PATH LIGHTING			
NEW PATH			
REPAIRED PATH			
RIVER OVERLOOK / BENCH AT PATH			
OTHER (PLEASE SPECIFY ON YOUR DOT)			



Kellogg Creek Water Pollution Control Plant

Community Process

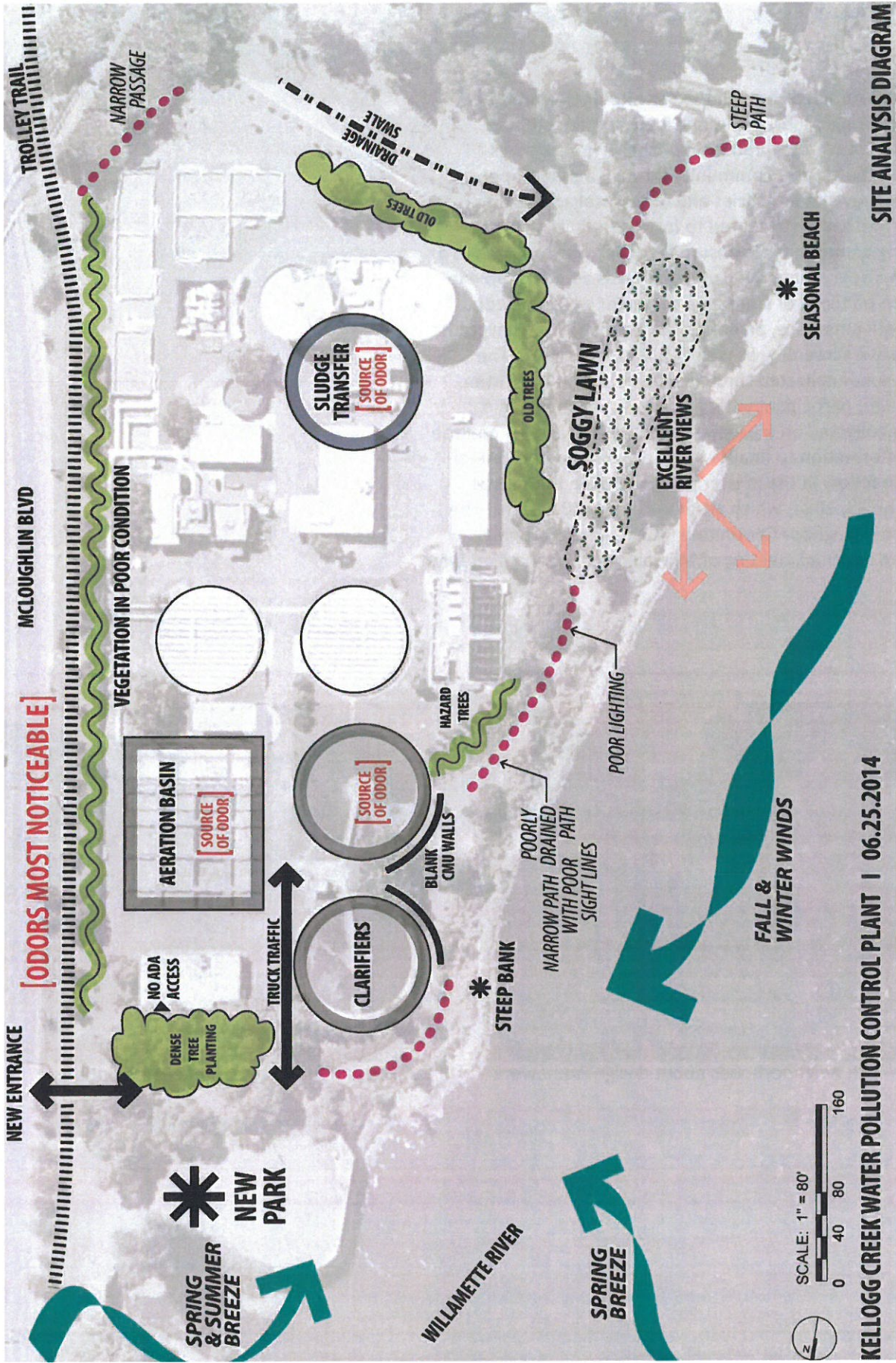
The plan was directed through the Stakeholder Committee intended to bring issues, goals, and ideas to the planning process to inform a comprehensive vision. The vision was shared with the greater community through a public open house, local newsletter articles and other local advertising. The open house was structured to foster feedback from the surrounding community. To ensure feedback was captured in a comprehensive manner, the community was asked to provide information on types of landscape character which included trail and park amenities, planting, lighting, benches, viewpoints and vegetative screening, as well as budget priorities. The information was collected through a combination of written questionnaire, participant voting on project elements and comments collected on a general concept plan. The committee used the information to finalize its objectives and determine priorities to follow in the master plan. The open house was held on June 25, 2014, which attracted nearly 40 citizens. The Kellogg Good Neighbor Committee (KGNC) gave a progress report to an informal meeting of Milwaukie City Council on July 15, 2014.



Discussion with neighborhoods about design framework



Public open house review of design options



SECTION 3.

LANDSCAPE CHARACTERIZATION

Existing Conditions

The 10.75 acre site is located between Mcloughlin Blvd (Trolley Trail) and the Willamette River in Milwaukie, Oregon. To the south and west of the property the site is banded by a naturalized riparian greenway. Private development borders the site at the south edge of the property. Milwaukie Riverfront Park, owned by the City, borders the north edge.

The site is heavily wooded, with 200-300 trees on the property, but many of these are problematic. There are some nuisance trees on the site (Black Locust / *Robinia*), many trees were dead or dying, and a few were safety concerns or caused maintenance issues.

A rocky beach at the bottom of the bank is not easily accessible due to the steep slope, rip rap edge, and dense shoreline vegetation. Small user created paths have been carved through the shrub vegetation to access the beach.

An existing drainage swale follows the south edge of the site. This grassy swale catches surface water between the WWTP and the private development.

Separating the river from the WWTP is a bicycle and pedestrian trail. Immediately after entering the trail from the north end of the site there is a narrow blind curve that creates user conflicts. Dense tree cover along the curve blocks sight lines from both directions. The existing trail sits in the middle of the greenway between the WWTP fence and the top of bank along shoreline. There is very little visual screening between the trail and fence.

Existing amenities include signage at the entry of the site, two picnic tables and a light pole at the south entry, two garbage cans and dog waste bag station.



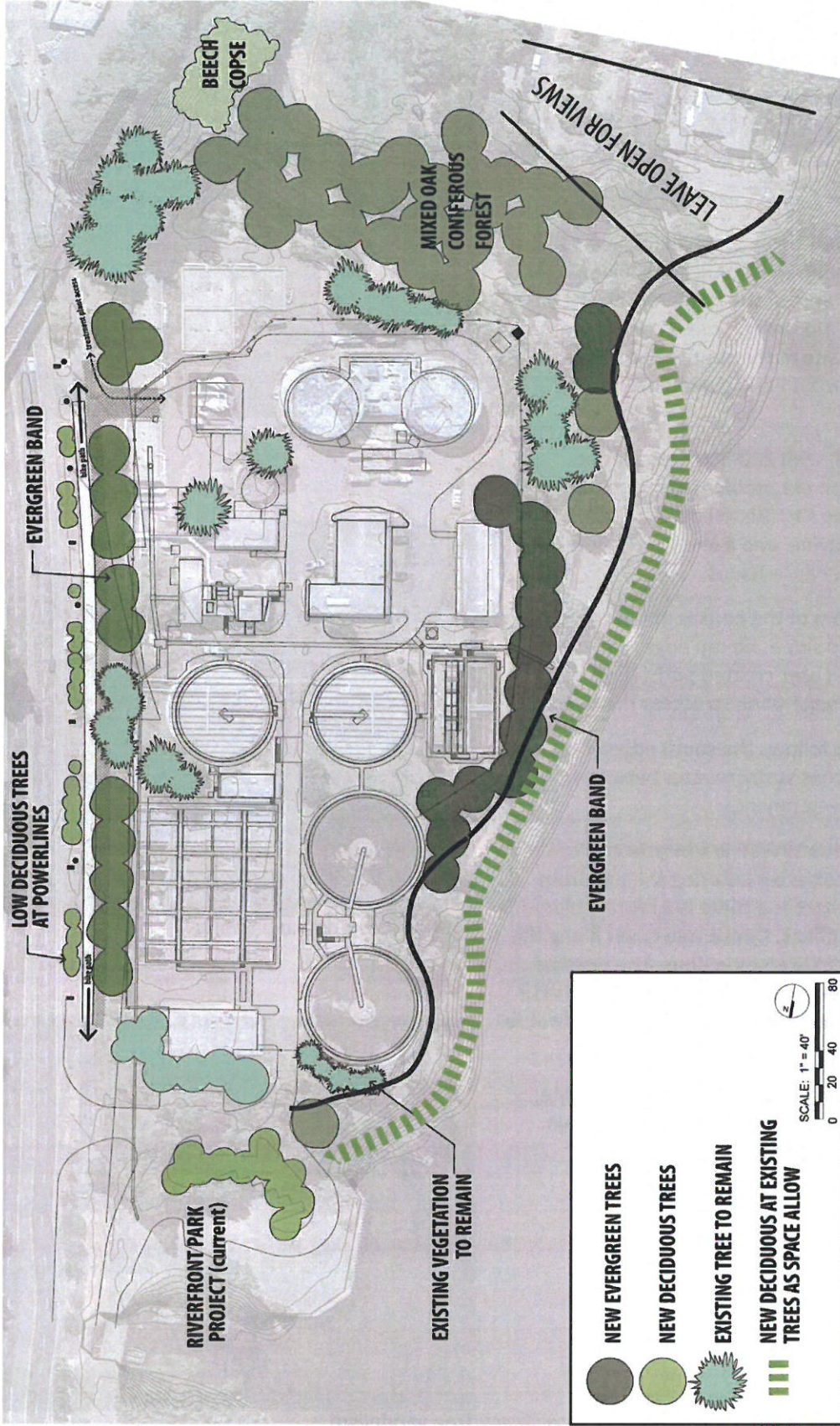
Shoreline vegetation



South swale prior to planting



Tree vandalism



Kellogg Creek Water Pollution Control Plant

Tree Diagram

SECTION 4.

MASTER PLAN

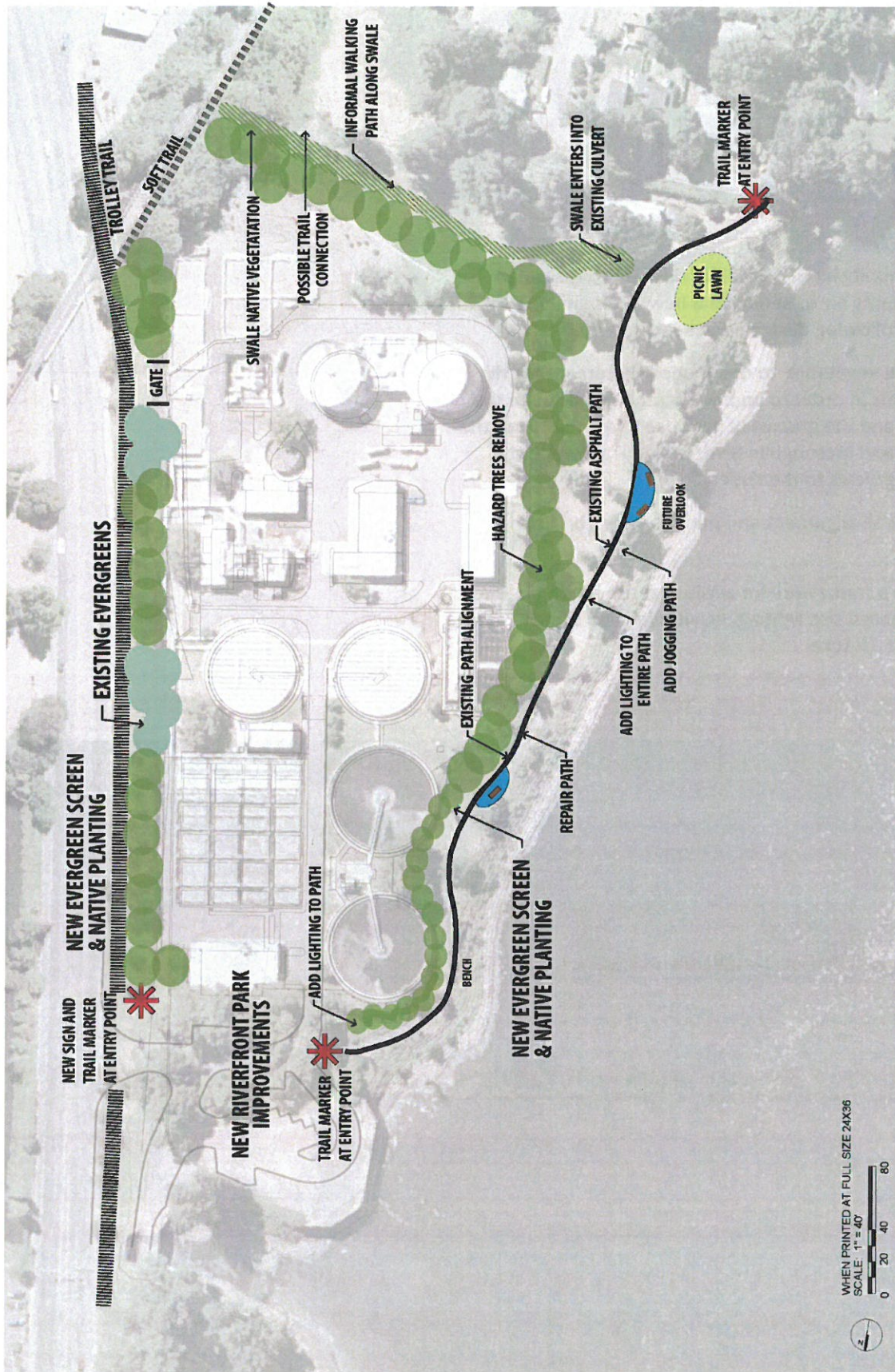
Site Program:

Based on community input, the KGNC decided to focus near-term improvements on screening and new landscaping in support of the following design objectives.

1. Enhance vegetation to offset odor abatement for the neighbors in order to improve screening between the WWTP and the greenway (trail users) and between the WWTP and McLoughlin Blvd/Trolley Trail, while still allowing views to the river
2. Adjust trail alignment and mitigate user conflicts (future)
3. Provide a framework for additional site amenities such as enhanced site lighting, wayfinding and signage, benches. (future)



Revegetated site with existing amenities and trail



Kellogg Creek Water Pollution Control Plant

14 | KELLOGG CREEK WATER POLLUTION CONTROL PLAN LANDSCAPE MASTER PLAN

Plan Diagram

Enhanced Vegetation, Odor Abatement and Screening

The removal of dead and dying plants and new planting plan is focused on extensive new tree and shrub plantings in strategic locations in support of both screening and odor abatement. Tall trees clustered along the north, south and west sides of the property work together to draft airflow from the west up and away from the Waste Water Treatment Plan (WWTP), avoiding wind contact with open basins and thereby minimizing the movement of odors off-site. The proposed trees are a mix of deciduous and coniferous and are nearly exclusively species native to northern region of Oregon. Extensive removal of vegetation along McLoughlin Blvd is required, due to the high number of plants in poor condition. To help screen views to the plant from the road and Trolley Trail while the new plants are growing, a fabric screen will be installed along the fence. See Site Plan Ex. ##

Trail Alignment and Mitigate User Conflicts

The existing 8 foot wide asphalt trail will remain in its current alignment. Repairs should be made to the path providing a smooth and barrier free experience. Vegetation along the path will be trimmed and trees limbed to enhance sight lines and improve safety. It was determined that changes to the trail would occur in the future and are not covered by the current budget.

Site Amenities

Site amenities including pedestrian lighting, interpretive signs, and benches will be strategically located throughout the trail corridor to improve the user experience. At the trail entries light poles, entry signs, and wayfinding markers will orient the user to the travel corridor, while signage can provide information in support of recreation opportunities, rules and regulations and interpretation.

Three places have been chosen to create seating areas along the path. Each seating area will be paved and universally accessible. A bench and room for a wheel chair to pullout off the path will be provided at each location. The locations of the seating areas have been strategically located to highlight specific views through shoreline vegetation to the river.

An interpretive sign should be placed adjacent to each seating location. Each sign should highlight a specific theme captured within the view. This information can explore concepts related to history of the river, water quality, environmental function, and riparian habitat. It was determined that new site amenities would be planned for the future and are not covered by the current budget.

The next phases of the project include design development, permitting, final design and construction.



Existing picnic site and planting for odor abatement



Vegetation screen along south fence line



Tall conifers clustered for odor abatement



Enhanced tree cover



User created trail east of the south swale



Existing trail amenities and signage



User created sitting area



Existing picnic table and concrete base



South connection to neighborhood

APPENDIX

- A Meeting notes and open house results**
- B Tree inventory document**



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