

**CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
JULY 7, 2009**

**CALL TO ORDER**

**Mayor Ferguson** called the 2057<sup>th</sup> meeting of the Milwaukie City Council to order at 7:09 p.m. in the City Hall Council Chambers.

Present: Mayor Jeremy Ferguson and Councilors Greg Chaimov, Joe Loomis, Susan Stone. Council President Barnes excused.

Staff present: City Manager Mike Swanson, City Attorney Bill Monahan, Code Compliance Assistant Sarah Lander

**PLEDGE OF ALLEGIANCE****PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS**

**Mayor Ferguson** read a proclamation naming July 2009 as Oregon National Guard Month.

**Mayor Ferguson** announced Councilor Barnes was excused from the meeting.

**CONSENT AGENDA**

It was moved by Councilor Stone and seconded by Councilor Chaimov to adopt the consent agenda as presented:

- A. City Council Work Session Minutes of April 7, 2009;
- B. City Council Work Session Minutes of May 19, 2009;
- C. City Council Work Session Minutes of June 2, 2009;
- D. Resolution 44-2009: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Jason Loomis to the Milwaukie Riverfront Board; and
- E. Resolution 45-2009: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the Mayor to Sign and Renew the Intergovernmental Agreement with Clackamas County for a Grant to Maintain the Juvenile Diversion Program.

Motion passed with the following vote: Councilors Loomis, Chaimov, and Stone and Mayor Ferguson voting "aye." [4:0]

**AUDIENCE PARTICIPATION**

None.

**PUBLIC HEARING**

None scheduled.

**OTHER BUSINESS****A. Parking Code Amendments and Parking Fines – Ordinance and Resolution**

**Ms. Lander** provided the staff report. She requested approval of the ordinance clarifying parking regulations in the downtown area and establishing legal language for

**CITY COUNCIL REGULAR SESSION – JULY 7, 2009**

**APPROVED MINUTES**

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enforcing the block rule. She described the education and enforcement methods and reviewed the fine increase that was intended to encourage employees to use off-street parking. The monthly permits would be lowered to \$20 which was less than one parking ticket and hopefully providing the needed incentive to downtown employees. She briefly described the downtown parking chapter in the 2008 Transportation System Plan (TSP) in which data was gathered and policies outlined. In her research she found these amendments consistent with other municipalities:

**Councilor Stone** understood lowering the permit fee and increasing the amount of the bail was intended to be an incentive. The cost of the permit was certainly not unreasonable, and she asked if staff had considered increasing the bail to \$30 and keeping the permit fee at \$25 per month.

**Ms. Lander** replied downtown employees felt the \$25 permit fee was a lot so instead moved their cars throughout the downtown area to avoid the expense of purchasing a permit. Feedback indicated people were more likely to purchase a \$20 permit and wanted to do so online. There was a balance between motivating employees and not discouraging customers. The lower permit fee had already been adopted in the annual fee resolution. Information was gathered during the TSP process and comments and observations in the field. Parking location information was available on the City website.

**Councilor Stone** asked how much the signage would cost and what kind of information they would provide. Could an alternate description like "customers only" be used instead of the code language?

**Ms. Lander** would paraphrase code language and inform people about application of the block rule.

**City Attorney Monahan** explained the City was legally obligated to inform people how the block rule applied. Staff was also working on a public information piece. Signage was an important element for those who do not regularly come into the downtown area.

**Councilor Stone** wanted to avoid sign overkill and was concerned about aesthetics.

**Ms. Lander** explained it would be a sign for sign replacement.

**Councilor Stone** was curious as to why this model code language was chosen.

**Ms. Lander** had personal knowledge of City of Petaluma signs and how that kind of language might be applied in Milwaukie. The City of Medford had almost the same designation, so she used those cities' regulations as models.

**Councilor Chaimov** understood the program would be implemented in one year.

**Ms. Lander** replied the code language could be adopted now, but it could not be implemented without signage and public education. The cost of changing out all signs was approximately \$6,000.

**Councilor Chaimov** assumed the City might want to implement the block rule before one year, and downtown businesses would appreciate the City's spending \$6,000.

**Mr. Swanson** explained the funds were budgeted in the current fiscal year, and staff could probably make sign installation happen sooner if City Council wished.

**Mayor Ferguson** asked how many signs needed to be changed and if there could be any contract issues if installation was done by someone other than City workers.

**Ms. Lander** responded there were approximately 120 signs in the downtown.

**Mr. Swanson** discussed scheduling the work and felt the City crew could probably schedule the work.

**Councilor Chaimov** commented it would be nice if the program were implemented in less than a year, and he was satisfied if it was moving forward at a reasonable pace.

**Ms. Lander** provided examples of multiple citations in one day.

**Mayor Ferguson** asked if the new citation system printed a courtesy ticket that was more of an informational piece and if so could those warnings be tracked.

**Ms. Lander** replied a warning could be tracked in the system and a scofflaw list generated.

It was moved by **Councilor Chaimov** and seconded by **Councilor Loomis** to adopt the resolution updating the bail amounts for code violations pertaining to parking offenses. Motion passed with the following vote: **Councilors Loomis, Chaimov, and Stone** and **Mayor Ferguson** voting "aye." [4:0]

**RESOLUTION 46-2009:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, UPDATING THE BAIL AMOUNTS FOR MILWAUKIE CODE VIOALTIONS PERTAINING TO PARKING OFFENSES.**

It was moved by **Councilor Chaimov** and seconded by **Councilor Stone** for the first and second readings by title only and adoption of the ordinance amending Title 10, Section 10.20.080 and 10.20.090. Motion passed with the following vote: **Councilors Loomis, Chaimov, and Stone** and **Mayor Ferguson** voting "aye." [4:0]

**Mr. Swanson** read the ordinance two times by title only.

**Ms. DuVal** polled the Council: **Councilors Loomis, Chaimov, and Stone** and **Mayor Ferguson** voting "aye." [4:0]

**ORDINANCE NO. 2005:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING CHAPTER 10 OF THE MILWAUKIE MUNICIPAL CODE TO CLEARLY DEFINE WHEN A PERSON MAY BE CITED FOR VIOLATING 10.20.080(B) AND (C) AND STRENGTHENING ENFORCEMENT OF REPEAT VIOLATORS OF PARKING REGULATIONS (10.20.090)**

**B. Election of Council President**

**City Attorney Monahan** described the code requirements.

It was moved by **Mayor Ferguson** and seconded by **Councilor Stone** to elect **Councilor Chaimov**. Motion passed with the following vote: **Councilors Loomis and Stone** and **Mayor Ferguson** voting "aye" and **Councilor Chaimov** abstaining. [3:0:1]

**C. Council reports**

**Councilor Stone** attended the Light Rail Steering Committee meeting and encouraged residents to attend other upcoming meetings.

**Mayor Ferguson** announced the Historic Milwaukie NDA noon concert at Scott Park, the Friends of the Library Book Sale, Rep. Tomei's Town Hall with guest Speaker of the House Dave Hunt, light rail community meetings, Milwaukie Daze Festival, and Farmers' Market.

**ADJOURNMENT**

It was moved by Councilor Chaimov and seconded by Councilor Stone to adjourn the meeting. Motion passed with the following vote: Councilors Loomis, Chaimov, and Stone and Mayor Ferguson voting "aye." [4:0]

Mayor Ferguson adjourned the regular session at 7:42 p.m.

  
\_\_\_\_\_  
Pat DuVal, Recorder

# REGULAR SESSION

# AGENDA

## MILWAUKIE CITY COUNCIL JULY 7, 2009

MILWAUKIE CITY HALL  
10722 SE Main Street

2057<sup>th</sup> MEETING

### REGULAR SESSION – 7:00 p.m.

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|---|--------|
| 1. <b>CALL TO ORDER</b><br>Pledge of Allegiance   |        |
| 2. <b>PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS</b>   | 1      |
| <b>Oregon National Guard Month – Proclamation (Mayor Ferguson)</b>  | 2      |
| 3. <b>CONSENT AGENDA</b> <i>(These items are considered to be routine, and therefore, will not be allotted Council discussion time on the agenda. The items may be passed by the Council in one blanket motion. Any Council member may remove an item from the “Consent” portion of the agenda for discussion or questions by requesting such action prior to consideration of that portion of the agenda.)</i>   | 3      |
| A. <b>City Council Work Session Minutes of April 7, 2009</b>  | 4      |
| B. <b>City Council Work Session Minutes of May 19, 2009</b>   | 5      |
| C. <b>City Council Work Session Minutes of June 2, 2009</b>   | 8      |
| D. <b>Appoint Jason Loomis to Riverfront Board – Resolution</b>   | 12     |
| E. <b>Approve Intergovernmental Agreement with Clackamas County for Juvenile Diversion – Resolution</b>   | 13     |
| 4. <b>AUDIENCE PARTICIPATION</b> <i>(The Presiding Officer will call for statements from citizens regarding issues relating to the City. Pursuant to Section 2.04.140, Milwaukie Municipal Code, only issues that are “not on the agenda” may be raised. In addition, issues that await a Council decision and for which the record is closed may not be discussed. Persons wishing to address the Council shall first complete a comment card and return it to the City Recorder. Pursuant to Section 2.04.360, Milwaukie Municipal Code, “all remarks shall be directed to the whole Council, and the Presiding Officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous.” The Presiding Officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.)</i> |        |
| 5. <b>PUBLIC HEARING</b> <i>(Public Comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.)</i>   |        |

**None scheduled**

**6. OTHER BUSINESS** *(These items will be presented individually by staff or other appropriate individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)* **33**

**A. Parking Code Amendments and Parking Fines – Ordinance and Resolution (Sarah Lander)** **34**

**B. Elect Council President (Mayor Ferguson)**

**C. Council Reports**

**7. INFORMATION**

**8. ADJOURNMENT**

**Public Information**

- Executive Session: The Milwaukie City Council may meet in executive session immediately following adjournment pursuant to ORS 192.660.
- All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions as provided by ORS 192.660(3) but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
- For assistance/service per the Americans with Disabilities Act (ADA), please dial TDD 503.786.7555
- The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.

2.

PROCLAMATIONS,  
COMMENDATIONS,  
SPECIAL REPORTS,  
AND AWARDS

CITY OF MILWAUKIE

# PROCLAMATION

OFFICE OF THE MAYOR

**WHEREAS:** The members of the Oregon National Guard play an essential role in safeguarding the rights and freedoms of Americans and unceasingly provide a vital public service to Oregon citizens; and

**WHEREAS:** The Oregon National Guard has consistently demonstrated its value to our state and our nation; and

**WHEREAS:** Our military personnel face urgent and perilous duties associated with their National Guard responsibilities; and

**WHEREAS:** The families and loved ones of our military personnel face unique and challenging obstacles throughout each deployment cycle; and

**WHEREAS:** 2,700 members of the 41<sup>st</sup> Infantry Brigade Combat Team of the Oregon National Guard will be deployed overseas for eleven months; and

**WHEREAS:** Oregon Air and Army National Guard troops have fulfilled over 10,000 individual mobilizations in support of ongoing military operations in Afghanistan, Iraq, and throughout the world.

**NOW,**

**THEREFORE:** I, Jeremy Ferguson, Mayor of the City of Milwaukie, hereby proclaim **July 2009** to be

## OREGON NATIONAL GUARD MONTH

I encourage all citizens of \_\_\_\_\_ to join in this observation.

\_\_\_\_\_  
Jeremy Ferguson, Mayor of Milwaukie

Dated: July 7, 2009

3.

# CONSENT AGENDA

**MINUTES**  
**MILWAUKIE CITY COUNCIL WORK SESSION**  
**APRIL 7, 2009**

**Mayor Ferguson** called the work session to order at 5:29 p.m. in the City Hall Conference Room.

Council Present: Mayor Jeremy Ferguson, Council President Deborah Barnes, Councilors Greg Chaimov, Joe Loomis, and Susan Stone.

Staff Present: City Manager Mike Swanson, Police Chief Bob Jordan

**Public Safety Advisory Committee Interview – Ardenwald Representative**

The City Council interviewed Kim Hutchinson for the Public Safety Advisory Committee (PSAC) Ardenwald representative position and David Hedges for an at-large position.

**Public Safety Advisory Committee Bylaws**

PSAC members Mary Weaver and Susanna Pai reviewed the proposed update to the Committee bylaws.

Councilor Chaimov commented on the grounds for holding executive sessions.

Councilor Stone encouraged the group to be proactive with traffic concerns and getting involved with ACTS Oregon. She suggested the City Council should look at other board and commission bylaws.

Mayor Ferguson announced the Council would adjourn the work session and meet in executive session pursuant to ORS 192.660(2)(h) to consult with legal counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.

Mayor Ferguson adjourned the work session at 6:03 p.m.

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Pat DuVal, City Recorder

## MINUTES

### MILWAUKIE CITY COUNCIL WORK SESSION

MAY 19, 2009

**Mayor Ferguson** called the work session to order at 5:30 p.m. in the City Hall Conference Room.

Council Present: Mayor Jeremy Ferguson, Council President Deborah Barnes, Councilors Greg Chaimov, Joe Loomis, and Susan Stone

Staff Present: City Attorney Tim Ramis, Community Development and Public Works Director Kenny Asher, Associate Engineer Jason Rice, Engineering Director Gary Parkin

#### Wastewater Master Plan

**Mr. Parkin** reviewed the history of the proposal and updated the City Council on several changes.

**Mr. Rice** reported they had been able to advance the Plan to what would be the final draft. He hoped to get comments from the City Council so they could be addressed prior to the adoption presentation in July. He gave a brief overview of the chapters. The changes to the first 3 or 4 chapters had to do with spelling and grammar clean up. Chapter 5 listed the capital projects from the previous plan and their status, and only 2 projects had been carried over. Chapter 6 was the Parametrix review of all previous agreements between the City and Clackamas County Service District #1 (CCSD1) and related modification recommendations.

**Councilor Chaimov** asked if that information had been passed on to CCSD#1.

**Mr. Parkin** said that Councilor Barnes had introduced those to the District at a Partnership meeting.

**Mr. Rice** explained Chapter 7 addressed asset management and when projects would need to occur and what the budget needs would be in the future. This plan is for 5 years, and they looked at maintenance related projects based on that. Mr. Shirey was trying to work with other departments to determine their assets.

**Councilor Stone** asked why we were just looking at 5 years.

**Mr. Rice** thought when scoped that Parametrix it would be a 20-year plan, but when they realized that Mr. Shirey was working towards a city-wide asset management program they felt funds could be spent better on 5 years to lay a better foundation for asset management.

**Mr. Parkin** said a big part was viewing video tape, and he did not think it was a good use of time for consultant to look at the tapes, which took a lot of time.

**Mr. Rice** added this would put the City in a better position for the next study. He noted the error in Chapter 8 regarding Waverly Heights. The consultant had made an error in the costs on the table, and that had been corrected. The cost was a broad construction cost, which may change at the actual time of construction.

**Councilor Stone** noted there were actually several easements documented in 1968 and asked if it was legal. How could the City go forward with vacating easements?

**Mr. Rice** replied if an easement was vacated the City would have to move the wastewater service out of the area. Vacating would be because service was sent in a different direction or if the main was put in a different location.

**Councilor Stone** said there would be costs associated with hookups.

**Mr. Parkin** said they had found there were more easements than they had thought.

**Councilor Stone** said she saw what the City was trying to do, but she wanted to know why it was legal to vacate easements and expect the property owners to pay money for connections.

**Mr. Parkin** said the purpose of this was to have a plan with some costs that would make the system more like a normal collection system. There would be easements that need to be obtained, and the funding had not been determined.

**Mr. Rice** said the Parametrix scope was to come up with ideas of how it could be accomplished. Some of the current clay lines were deteriorating and were undersized. The question was asked what it would take to get rid of the party lines, so the consultant came up with a number of options. They wanted to remove the party lines, but they did not know at what cost.

**Councilor Stone** referred to page 82 Chapter 8 page 3 regarding easements and thought that should be reflected in the report. She did not see how we could do anything legally before we knew anything about the properties. It sounded like there were more out there not reflected in the report.

**Mr. Rice** suggested the wording was off and addressed one main. He would look at that more closely. Chapter 9, the Lents Line analysis, had not changed however the consultant recommended rewording the agreement as how the money was collected for clarification. Chapter 10 addressed staffing needs, and Chapter 11 identified different ways the Dual Interest Area A project could be funded. Chapter 12 addressed a rate study and looked at inflation if the Kellogg Treatment Plant was not factored in.

**Mr. Parkin** wanted to give an update on what the Citizens Utility Advisory Board (CUAB) had been doing, but due to the time limits he would need to come back and do that. He introduced Bob Hatz.

**Bob Hatz**, CUAB vice chair, discussed the Board's involvement with the Master Plan and the Community Partners meetings. He discussed the upcoming road trips to provide a better knowledge of the City's infrastructure with an historical background.

**Mayor Ferguson** had asked Ms. DuVal to post vacancies on the City website for the Design and Landmarks Committee (DLC) and Park and Recreation Board (PARB). There was no interest and two committee members had reached their term limits but wished to be reappointed. The members were Patty Wisner on the DLC and Sherri Dow on PARB. He asked if Council wanted to re-appoint them to those positions.

**Councilor Chaimov** asked if that was something they could do since they had reached their term limits.

**Ms. DuVal** replied that Council could choose to reappoint them.

Council consensus was to re-appoint Ms. Wisner and Ms. Dow.

**Mayor Ferguson** asked Ms. DuVal to prepare resolutions for adoption at the next regular session.

**Executive Session**

**Mayor Ferguson** announced when the work session adjourned that the City Council would go into executive session pursuant to ORS 192.660(2)(h) to consult with legal counsel.

Mayor Ferguson adjourned the work session at 6:13 p.m.

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Pat DuVal, City Recorder

## MINUTES

### MILWAUKIE CITY COUNCIL WORK SESSION

JUNE 2, 2009

**Mayor Ferguson** called the work session to order at 5:30 p.m. in the City Hall Conference Room.

Council Present: Mayor Jeremy Ferguson, Council President Deborah Barnes, Councilors Greg Chaimov, Joe Loomis, and Susan Stone

Staff Present: City Manager Mike Swanson, City Attorney Bill Monahan, Community Development and Public Works Director Kenny Asher, Planning Director Katie Mangle, and Associate Planner Ryan Marquardt

#### **Code Update Projects Briefing**

**Ms. Mangle** said the City received a grant from the state to do a code assessment project. The focus would be on residential design standards and implementing downtown goals, streamlining processes, and manufacturing and employment zones to support business. Staff would share the findings in late July or early August. The second phase was the funding to help solve some of the problems and public involvement. She briefly discussed parking code amendments. During the Town Center project they noted deficiencies in standards in that the downtown area did not have standards. Parking requirements apply to almost every type of development in the City.

#### **Parking Code Update Project Briefing**

**Mr. Marquardt** discussed key policy issues being considered by the Planning Commission. The amendments addressed off-street parking on private property. Staff was updating the code because it affected every permit and land use application. There were some sections of the code that were poorly worded and did not reflect current best practices. The hope was to have smarter off-street regulations and to provide adequate but not excessive amounts of parking. Staff also hoped the code was easier for citizens and developers to navigate and easier for staff to be able to implement. Not all of the issues were considered in the scope of work. The scope was broad, and he noted the key issues. First, was the covered parking space requirement, which they were proposing to eliminate. They still want to have 2 spaces, but neither would need to be covered. This regulation was preventing some people from doing certain types of projects and was not what the staff had hoped for.

**Councilor Stone** asked if someone wanted to expand and remodel house and lived on a street that did not have off street parking were they exempt.

**Mr. Marquardt** said it was unclear in the code the way it was written, but if doing a substantial addition the City would require some kind of off street parking on a case by case basis.

**Councilor Stone** meant on-street parking not off-street.

**Mr. Marquardt** said there was no tie between property and on-street parking.

**Ms. Mangle** said Milwaukie had one of the highest standards in region with requiring 2 spaces. They talked with the Planning Commission about going down to 1 per unit, but there was a concern with that so they decided to remove the covered space requirement.

**Mr. Marquardt** said the second issue was determining parking requirements. Currently they evaluated the square footage proposed and then determined how much parking would be required based on the development size. He discussed what occurred during the recent school remodels in Milwaukie. The ratio did not provide the right answer. When applying the existing code in most situations they found they were requiring too little or too much parking even though the existing parking was adequate. They proposed that developers study their own development and compare to other cities to propose an individualized determination. The table was not flexible and was not giving accurate numbers for larger development. Third, was the process for upgrading existing parking areas. They dealt with a lot of existing development and when looking at remodel or a use change they needed to bring into conformance with current code. The direction in the code, however, was not good. It was not clear to citizens or developers what would be required or how much it might cost. They proposed providing a list of prioritized upgrades and setting a cap on the cost of parking upgrades that would be required. They were considering 10% of the permit value. That would codify existing policy provide developers with clear expectations.

**Councilor Stone** asked if 10% would be the cap.

**Ms. Mangle** responded they were not sure at this point. Several cities used a cap of 10%. They were more comfortable with having a cap, but it was more about the current condition of site.

**Mr. Marquardt**, said fourth was parking in residential areas, which was brought into focus by the Balfour facility. There may be some cap based on the area of the property, and they were working on a final proposal to limit that kind of situation. Second area of focus was a limit on the number of spaces for a residential facility. There was a loophole that tied these facilities with single-family residences, and there was no cap on the number of spaces so a project could propose any number of spaces they wanted. Two Planning Commission work sessions were held, and the proposals were presented to the Neighborhood District Association (NDA) leadership. Staff will have a final draft by the end of July and new code for adoption by the end of September. Staff was seeking direction from City Council on the covered parking matter and if it would like to see the draft of the residential parking standards in a work session.

**Ms. Mangle** added staff was planning a work session specific to the downtown parking study.

Consensus was to have work session.

**Councilor Stone** was there any limit to the amount of on-street parking with a residential facility?

**Ms. Mangle** replied on-street parking was regulated by another part of the code. Usually when the City limits on-street parking it would apply to everyone and was done primarily for safety reasons.

**Councilor Chaimov** asked how this matched with public area improvement requirements.

**Ms. Mangle** replied these were private area requirements.

**Councilor Chaimov** asked about the reference to the maximum distance that shared parking was allowed.

**Mr. Marquardt** replied shared parking was an agreement by which a development said required parking was being provided offsite by agreement. There was a cap in that section that it cannot be more than 300-feet away. Generally, they felt that was a short distance. Staff would like to see more of that because that was a good way not to require people to build excess parking. That was common in other codes.

### **Sunnybrook Extension Letter**

**Mr. Swanson** reported on May 5 Chair Peterson presented a concept for a road to the south of the Harmony campus. At that point in time asked the City's role and she asked the City get back to the Board of County Commissioners (BCC). He pointed out 2 changes to the first draft. He had made a couple of revisions to reflect suggested changes.

**Councilor Barnes** said it seemed like every Milwaukie NDA opposed the proposed Sunnybrook extension and she felt the letter should send that message.

**Councilor Chaimov** was fine with letter with the proposed changes. He had no substantial disagreement with Councilor Barnes, but the City needed a place at the table to influence any decision.

**Councilor Stone** felt the Council would be remiss if moving forward compromised the environment of the 3 Creeks and watershed area. She was in favor of sending a letter that stated strongly that the City was not for this particular invasion into the natural area. She agreed with Councilor Chaimov's approach about wanting a seat at the table.

**Councilor Loomis** said he was fine with the letter as written.

**Councilor Barnes** asked how the City got a seat at the table and how that would help.

**Councilor Chaimov** said if the response is "no thanks" it might be prudent to send the letter Councilor Barnes was suggesting. At this point if the City said "no" the County would ignore Milwaukie's response and build. He hoped in the process there would be some change.

**Councilor Stone** commented the clear message was "no" all of the meetings.

**Councilor Barnes** said there had not been a "no" message from this Council. It was the message from the neighborhoods.

**Councilor Stone** said from her perspective she did not want to see anything built in that area. She thought something needed to be figured out to help the Clackamas Community College and OIT expansion. If the City said no, the County would just slam the door in our face. It was clear none of us liked the idea of building there, there needed to be another solution.

**Mayor Ferguson** said that Councilor Chaimov made an edit to the 3<sup>rd</sup> paragraph, which he felt it helped strengthen the letter and opened the door to continue the conversation with the County. Saying "no" without a solution did not open the door for communication.

**Councilor Barnes** said the public had given its opinion for 2 ½ - 3 years. Most of the people in this room had sat at the table. The decision had been made and it was up to this group to stand up and say “no.”

**Councilor Loomis** did not think it was fair to say the County had not listened. There was a great difference from what was first proposed. He was concerned this did not address the Harmony/Linwood intersection and he had hoped to address Railroad Ave. It was not true to say the County did not listen. He wanted to support something that relieved car congestion.

**Councilor Barnes** said it still brings more traffic into the area but does not address the pinch point.

**Councilor Stone** suggested additional language to the 4<sup>th</sup> paragraph.

### **Goal Setting**

Council consensus was to meet on July 9, at 6 p.m.

### **Executive Session**

**Mayor Ferguson** announced the City Council would meet in executive session pursuant to ORS 192.660(2)(h) to consult with legal counsel immediately following adjournment of the work session.

Adjourned at 6:08 p.m.

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Pat DuVal, City Recorder

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPOINTING JASON LOOMIS TO THE MILWAUKIE RIVERFRONT BOARD.**

**WHEREAS**, a vacancy exists on the Milwaukie Riverfront Board; and

**WHEREAS**, Milwaukie Municipal Code Section 2.16.020(A) provides for appointment of members of the Milwaukie Planning Commission "by the council;" and

**WHEREAS**, Jason Loomis possesses the necessary qualifications to serve on the Milwaukie Riverfront Board.

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

SECTION 1: That Jason Loomis is appointed to the Milwaukie Riverfront Board.

SECTION 2: That his term of appointment shall commence upon adoption of this resolution and shall expire on October 30, 2010.

SECTION 3: This resolution takes effect immediately upon passage.

Introduced and adopted by the City Council on July 7, 2009.

\_\_\_\_\_  
Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney



**To:** Mayor and City Council  
**From:** Mike Swanson, City Manager  
**Subject:** Renew Intergovernmental Agreement with Clackamas County for Juvenile Crime Diversion Program  
**Date:** June 30, 2009 for July 7, 2009 City Council Meeting

**Action Requested**

Adopt a resolution authorizing the Mayor to sign and renew the current Intergovernmental Agreement with Clackamas County, which provides pass-through grant funding for the Milwaukie Police Department's Juvenile Diversion Program.

**Background**

During the past several years, the resources of the Clackamas County Juvenile Department have been depleted by the increasing demand for juvenile intervention of criminal offenders. In the past, police departments throughout Clackamas County could arrest a juvenile for a crime and refer that juvenile to the Juvenile Department of Clackamas County, knowing full well that there would be some timely sanction imposed by the Juvenile Court. That condition continues not to exist.

Prior to the implementation of this program in 2001, when Milwaukie police officers arrested juvenile criminal offenders, and the report of the criminal behavior was referred to the Juvenile Department, routinely there was no sanction levied against the juvenile for his/her criminal conduct. The Juvenile Diversion Program is filling that gap by addressing, through a diversion panel comprised of local citizens, first time minor offenders.

The purpose of the panel is to listen to the offender's reasons for committing the crime and then negotiate a restitution agreement. This program has successfully used locally-sponsored diversion panels to address criminal behavior by first time offenders since the inception of this program. The program creates accountability for minor crime violations, and in some cases also provides restitution for damages. The lesson learned is that immediate accountability discourages recidivism.

This year's pass-through diversion grant money is increased to an amount not to exceed \$30,900 from \$13,605 granted in 2008. The amount dependent on Clackamas County Office of Children and Families being funded by the State. Neither the City of Milwaukie, nor the Police Department budgeted any money to support operation of this program. State funding provides total funding for this program.

This Intergovernmental Agreement will renew the existing agreement between the City of Milwaukie and Clackamas County for \$30,900 to implement and administer the Juvenile Diversion Program from July 1, 2009 to June 30, 2010.

**Concurrence**

Milwaukie Police Department  
City Attorney

**Fiscal Impact**

Provides \$30,900 in grant funds to operate the Juvenile Diversion Program.

**Work Load Impacts**

Approximately 20 hours of staff time to provide administrative support.

**Alternatives**

None

**Attachments**

1. Resolution
2. Intergovernmental Agreement

Attachment 1

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AND RENEW THE INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY FOR A GRANT TO MAINTAIN THE JUVENILE CRIME DIVERSION PROGRAM.**

**WHEREAS**, the City of Milwaukie is developing strategies to provide high quality livable communities ; and

**WHEREAS**, the City Council has directed city staff to develop cost effective programs to improve community livability; and

**WHEREAS**, first time juvenile criminal offenders need immediate intervention to discourage continued criminal activity ;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council authorizes the Mayor to sign and renew the intergovernmental agreement with Clackamas County to receive a grant in the amount of \$30,900 to provide juvenile crime intervention for the City of Milwaukie, Oregon.

Introduced and adopted by the City Council on July 7, 2009.

This resolution is effective on immediately upon adoption.

\_\_\_\_\_  
Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney

# Attachment 2

## INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY, OREGON  
AND  
CITY OF MILWAUKIE

### I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the City of Milwaukie for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of continuing a diversion program for at-risk youth referred from the Clackamas County Juvenile Department as part of the Clackamas County Juvenile Crime Prevention Plan for High Risk Youth.

### II. Scope of Work and Cooperation

#### A. The City of Milwaukie agrees to:

- 1) Assess all youth residing within the boundaries of the North Clackamas School District, who are referred to the Clackamas County Juvenile Department for status offenses, violations, all Class C Misdemeanors and all Class B Misdemeanors and specified Class A Misdemeanors (Exhibit 1, II, 12).
- 2) Complete a Risk Assessment for all youth determined to be eligible to participate in the local diversion program (Exhibit 1, II, 13).
- 3) Enter into and monitor compliance of youth's Diversion Agreement conditions (Exhibit 1, II, 14).
- 4) Coordinate and keep open communications with the Clackamas County Juvenile Department liaison regarding case planning, progression of the case and final disposition of the case.
- 5) Develop and implement a volunteer services component.
- 6) Complete Quarterly Progress Work Plan (Exhibit 1) and Quarterly Fiscal (Exhibit 3) reports.

#### B. The COUNTY agrees to:

- 1) Forward copies of appropriate documents, including police reports, to the City of Milwaukie Diversion Program.
- 2) Serve as a centralized depository for all records involving juvenile offenders.

## INTERGOVERNMENTAL AGREEMENT

- 3) Provide liaison staff for technical assistance, case consultantion and networking as required.
- 4) Except any and all diversion cases in which the juvenile and/or parents refuse to participate or have failed to adequately complete the local diversion program.
- 5) All youth that score two risk factors on the Oregon JCP Risk Assessment (Exhibit 1, II. 13) to be eligible for Juvenile Crime Prevention funded resources.

### III. Compensation

The COUNTY agrees to pay the City of Milwaukie an amount not to exceed \$30,900 for the services outlined in Section II.A.

AGENCY shall be paid on a quarterly basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Deanna Mulder, Administrative Analyst  
Office for Children & Families  
Public Services Building  
2051 Kaen Road  
Oregon City, Oregon 97045-4035

### IV. Liaison Responsibility

Robb Reed of Parrott Creek Children & Family Services will act as liaison from the City of Milwaukie for this project, Mark McDonnell or Krista Tidwell will act as liaison from the COUNTY for program services and Korene Maceo will act as liaison from the COUNTY for contractual requirements.

### V. Special Requirements

- A. The COUNTY and the City of Milwaukie agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Indemnity. The COUNTY and the City of Milwaukie agree to indemnify, save harmless and defend each other, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of fault or sole negligence of the City of Milwaukie or the COUNTY, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act. ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. The conditions described in the

## INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreement supersede examples described in exhibits 1 through 3.

During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

Required by COUNTY  Not required by COUNTY

AGENCY shall obtain, at AGENCY'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 in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

Required by COUNTY  Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

Required by COUNTY  Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the

## INTERGOVERNMENTAL AGREEMENT

COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

### 5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

### 6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

### 7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

### 8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

### 9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

### 10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and

## INTERGOVERNMENTAL AGREEMENT

documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the City of Canby which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

### VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

### VII. Term of Agreement

This agreement becomes effective when this contract is signed by all necessary parties, but not prior to July 1, 2009. This contract will terminate June 30, 2010.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

INTERGOVERNMENTAL AGREEMENT

GOVERNMENTAL UNIT  
CITY OF MILWAUKIE

Jeremy Ferguson  
By

\_\_\_\_\_  
Name (Typed)

Mayor  
Title

\_\_\_\_\_  
Date

10722 SE Main  
Street Address

Milwaukie, Oregon 97222-6537  
City/Zip

(503) 786-7555  
Phone Number

93-6002212  
TIN, FIN or S.S.#

\_\_\_\_\_  
William Monahan, City Attorney    Date

*Bob Jordan* 6/15/03  
Bob Jordan, Police Chief    Date

CLACKAMAS COUNTY

Chair: Lynn Peterson  
Commissioner: Bob Austin  
Commissioner: Jim Bernard  
Commissioner: Charlotte Lehan  
Commissioner: Ann Lining

Signing on Behalf of the Board:

\_\_\_\_\_  
Cindy Becker, Director  
Department of Human Services

\_\_\_\_\_  
Date

Approved as to Content:

\_\_\_\_\_  
Rodney A. Cook, Division Director

\_\_\_\_\_  
Date

INTERGOVERNMENTAL AGREEMENT

**EXHIBIT 1**  
**SCOPE OF WORK AND PERFORMANCE STANDARDS**

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
  1. **Community Based, Holistic Approach**
    - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
    - AGENCY programs and services shall have ongoing community investment and involvement.
  2. **Family-Centered Programs**
    - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
    - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
  3. **Establish/Maintain Effective Partnerships**
    - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend OCF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
    - AGENCY shall develop and promote continuous communications with similar organizations.
  4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
    - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
  5. **Implement Research Based Accountability**
    - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by OCF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
    - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward

## INTERGOVERNMENTAL AGREEMENT

meeting planned outcomes. These data shall be monitored by OCF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.

1st Quarter, Jul 1 – Sep 30: due on Oct 31, 2009

2nd Quarter, Oct 1 – Dec 31: due on Jan 31, 2010

3rd Quarter, Jan 1 – Mar 31: due on Apr 30, 2010

4th Quarter, Apr 1 – Jun 30: due on Jul 31, 2010

### 6. **Reflect and Incorporate Diversity**

- AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by OCF.
- AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by OCF.

### 7. **Internal Controls**

- AGENCY shall submit a completed Annual Fiscal Capability Assessment to OCF on or before October 31, 2009.

### 8. **Funder Recognition**

- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

### 9. **Resource Expansion**

- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.

### 10. **Use of Grant Funds**

- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

### 11. **HIPAA Compliance**

- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting

## INTERGOVERNMENTAL AGREEMENT

the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:

- i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
  - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.
  - iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.
12. **Diversion Panel Cases**  
\* AGENCY shall use the misdemeanor classification and criteria for referral to the juvenile diversion panel.
  13. **Oregon Juvenile Crime Prevention Screen/Assessment**  
\* AGENCY shall assess level of risk in juveniles for determining eligibility for appropriate services using the Oregon Juvenile Crime Prevention Screen/Assessment instrument.
  14. **Clackamas County Diversion Agreement**  
\* AGENCY shall use the Clackamas County Diversion Agreement with youth participating in the local diversion program.

# INTERGOVERNMENTAL AGREEMENT

## Exhibit 1

### **Diversion Panel Work Plan**

Focus Issue: Juvenile Crime

Outcome(s): HLO 15: Decrease Juvenile Recidivism

#### Outcomes

- 1) By June 30, 2010, a minimum of 85% of Diversion Panel participants will successfully complete an Individual Diversion Agreement (IDA). As measured by standard "successful completion" protocol. Reported quarterly as number of cases closed; number of cases closed and successfully completed; percent of cases successfully completed.
- 2) By June 30, 2010, a minimum of 85% of youth who successfully complete an IDA will not be referred to the Juvenile Department for another law violation during the 12-month period following termination of services. Reported quarterly as number of youth who successfully completed an IDA during the 12-month period following termination of services; number of youth without another law violation during the 12-month period following termination of services; percent of youth without a new law violation during the 12-month period following termination of services.

#### Outputs

- 1) By June 30, 2010, a minimum of 73 youth will have been put on an IDA. Reported quarterly as number of youth put on and IDA and by submission of Local Diversion Programs Quarterly Report.

#### Developmental Activities

- 1) By December 31, 2009, primary provider will complete the OCF Cultural Competency Self-Assessment and initiate implementation of Action Plan. Progress on Action Plan implementation to be reported quarterly.
- 2) By June 30, 2010, participate in State or County-sponsored Gender and/or Cultural Specific and/or evidence-based training and/or contractor's meeting. Meeting title and dates to be reported quarterly.
- 3) By June 30, 2010, participate in four quarterly Diversion Panel Coordinator's meetings and one annual Diversion Panel Training. To be reported quarterly.

# INTERGOVERNMENTAL AGREEMENT

## EXHIBIT 2

### PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

#### 1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

##### a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

**OR**

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

## INTERGOVERNMENTAL AGREEMENT

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total funds advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

Withholding of Contract Payments: Notwithstanding any other payment provision of this contract, should the AGENCY fail to submit required reports when due or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

## 2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

## INTERGOVERNMENTAL AGREEMENT

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

### 3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic form, 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit Juvenile Crime Prevention risk screen and reassessment screen data for all youth served and other reports as required and supplied by the COUNTY.

### 4. DATA FOR PERFORMANCE MEASUREMENT

AGENCY shall use the Juvenile Crime Prevention (JCP) risk tools, including the Risk Assessment instrument and required forms for parental consent and youth assent, for all youth receiving direct services supported with this grant. The Risk Screen Assessment will be administered at the beginning of program service and at six month intervals, or the end of service (whichever is first). AGENCY shall enter the collected data in the online JCP Data Manager.

### 5. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures, and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines of corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate annual site visits by the COUNTY. Site visit activities include, but are not limited to, review of client case files, program personnel policies, and program services procedures.

## INTERGOVERNMENTAL AGREEMENT

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

### 6. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

*Audits are due 120 days after the end of the contract period.*

### 7. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

## INTERGOVERNMENTAL AGREEMENT

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

## **EXHIBIT 3**

### **BUDGET**

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

#### **ADJUSTMENTS**

AGENCY shall not make minor or major budget adjustments without prior written approval of the COUNTY.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working through the Commission on Children & Families and staff of the Office for Children & Families, will work with the AGENCY to manage budget adjustments.

#### **BALANCES**

The AGENCY is to forecast any expected grant balance and notify the Office for Children and Families by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

Exhibit 3

**Diversion Panel Budget**

<b>BUDGET</b>	<b>TOTAL PROGRAM COST</b>		
	<i>Grant Funds</i>	<i>Matching Funds, If any</i>	<i>Total</i>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)			
<b>Total Personnel Svcs</b>			
<b>Administration</b>			
<b>Total Administration</b>			
<b>Supplies</b>			
<b>Equipment</b>			
<b>General Office</b>			
<b>Professional Fees &amp; Contract Svcs</b>			
0.75 FTE Diversion Panel Coordinator	\$30,900		
<b>Travel</b>			
<b>Additional (please specify)</b>			
<b>Total Grant Costs</b>	\$30,900		

6.  
OTHER BUSINESS



To: Mayor and City Council

Through: Mike Swanson, City Manager

From: Sarah Lander, Code Compliance Assistant  
JoAnn Herrigel, Community Services Director

Subject: Parking offense bail schedule update, and code amendments for  
Municipal Code 10.20.080 (B) and (C) – Additional Regulations and  
10.20.090 – Violation-Citation

Date: July 7, 2009

Action Requested

Two actions are requested:

- 1) Approve an ordinance that amends City of Milwaukie Municipal Code 10.20.080 (B) and (C) to clarify that parking within the same block within the same day for longer than the posted time limit is grounds for citation and 10.20.090 to add language to increase the bail for parking citations beginning with the 5th issued citation, and
- 2) Approve a resolution that establishes an updated bail schedule for parking offenses.

Background

The Transportation System Plan (TSP), adopted in 2008, included a chapter specifically on parking in downtown Milwaukie. This chapter includes a set of policies by which the City will manage parking as well as a set of recommended capital and operating improvements. A multi-departmental Downtown Parking team has been at work implementing, or forming strategies to implement, many of the TSP recommendations in an effort to make parking functions more efficient.

One of the goals of the TSP Parking section is to strengthen the City’s ability to enforce against a practice referred to as “moving to evade”. This practice, used by employees of downtown businesses, involves the frequent relocation of vehicles from one short term parking spot to another, throughout the course of a day, in order to avoid citation.

Staff proposes to address this practice by amending Municipal Code 10.20.080 (B) and (C). This code amendment defines when a person can be cited for re-parking their car on the same block (known as the “Block Rule.”) It also requires the installation of signage where the regulation is in place. The proposed code amendment incorporates model code language from the cities of Medford, Oregon and Petaluma, California.

To further strengthen TSP parking enforcement goals the City wishes to have Municipal Code 10.20.090 reflect a bail increase for repeat parking violations beginning with the fifth issued citation. At this point staff is only proposing use of this new code for overtime violations, which would increase by \$5.00 beginning with the fifth issued citation for violating the posted time limit. The increase point of five citations was chosen based on the City’s current standard of increased consequences set at five or more unpaid citations.

The proposed parking offense bail schedule is a housekeeping task. The current bail schedule was established in 1992. There have not been increases in the bail amounts for 17 years. Upon review of the bail schedule, staff found that the bail amounts for parking offenses in the City were lower than many other jurisdictions such as Oregon City, Eugene, Seattle and Portland. Additionally, the current bail schedule does not reinforce the goal of preserving on-street parking for customers. Currently, bail amounts are low enough that employees are not motivated to utilize the parking permit program based on a lack of fiscal consequence. Many bail amounts are proposed to increase by \$5.00 to \$30.00 depending on the type of violation while others do not increase, staying in line with regional parking bail trends. Offenses that present a low public safety risk are proposed to increase by \$5.00, establishing a bail baseline of \$15.00 for all parking offenses. The other increases are related to offenses with moderate to high public safety risks, such as parking in an emergency or safety zone or blocking a driveway.

The most significant change in the bail schedule is the overtime parking bail amount, increasing from \$15.00 to \$25.00. Currently parking permits cost more than an overtime parking citation. This increase will make the cost of overtime citations \$5.00 more than the cost of a permit. When speaking to many employees of the downtown, staff found that they often do not enter the permit program, because they only get one or maybe two citations every month or two. They stated that they save money by parking on-street even when they receive citations. To address this staff has come up with two steps for changing this behavior: increase the overtime bail amount from \$15.00 to \$25.00 and decrease the permit cost to \$20.00 (approval expected in the City fee update June 16, 2009, by Alex Campbell). With the increase the proposed bail amount is in line with Portland, Beaverton and Oregon City’s bail amounts for overtime parking as well. With

parking at a premium in the downtown it is important to have parking regulations enforced regularly, consistently and with appropriate consequence.

#### Concurrence

The City of Milwaukie's Police Chief, Finance Director, and Municipal Court Clerk have reviewed the new code language and proposed bail schedule and believe it is consistent with the City's parking goals and other bail schedules in the region. The City Attorney and Community Services Director have reviewed and commented on the new code language and bail schedule.

#### Fiscal Impact

Funding to pay for signage to be installed to enforce the "Block Rule" will be integrated into the fiscal year 2010/11 budget.

New parking citation books will have to be ordered for the police and code compliance departments.

It is expected that the number of permits purchased by employees will increase and the amount of revenue generated from parking offences will stay the same.

#### Work Load Impacts

The implementation of the new bail schedule and code amendments will be coupled with an outreach campaign to promote the municipal lot permit program and create awareness about the new bail schedule and "block rule" enforcement. This outreach will be conducted by staff from the Community Services, Community Development and Code Compliance Departments.

The new bail amounts will have to be updated in the Court system (InCode) and the parking citation handheld machine. These tasks will be completed by City staff within the regular work schedule.

#### Alternatives

Deny the bail schedule and give direction to staff to investigate further.

Deny the code amendments and give direction to staff to investigate further.

#### Attachments

1. Resolution – Bail Schedule
2. Ordinance – Municipal Code 10.20.080 and 10.20.090
3. Code Amendment 10.20.080
4. Code Amendment 10.20.090

# Attachment 1

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, UPDATING THE BAIL AMOUNTS FOR MILWAUKIE CODE VIOLATIONS PERTAINING TO PARKING OFFENSES.**

**WHEREAS**, Section 10.20.100 of Milwaukie Municipal Code states that fines shall be levied as fixed by the city council; and

**WHEREAS**, the City has not modified parking fines since 1992; and

**WHEREAS**, the Transportation System Plan adopted in 2008 set goals to preserve on-street parking for costumers and to limit employee parking on-street; and

**WHEREAS**, after a review of the bail schedule for parking offenses, the city finds that the current schedule amounts are inadequate for an effective enforcement program; and

**WHEREAS**, the City wishes to establish a baseline of \$15.00 for offenses and increase parking fines for moderate to high public safety risk offenses.

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

Section 1. The following bail schedule for parking offenses shall be implemented:

Abandoned Vehicle	\$50.00
Angle Parking	\$15.00
Bicycle Lane	\$20.00
Blocking Driveway	\$50.00
Block Rule	\$25.00
Bus Zone	\$20.00
Double Parking	\$20.00
During Prohibited Times	\$50.00
Emergency/Safety Zone	\$50.00
Fire Hydrant	\$50.00
Five or More Unpaid Violations	\$50.00
Handicapped Zone	\$250.00
Loading Zone	\$20.00
No Parking Zone/Prohibited	\$50.00
On Crosswalk/Sidewalk	\$35.00

Over 1 Ft. from Curb	\$15.00
Over Space Line	\$15.00
Overtime Parking	\$25.00
Overtime Parking 5 or more	\$30.00
Permit Only Parking	\$30.00
Taxi Zone	\$20.00
Tow Away Zone	\$50.00
Traffic Hazard	\$50.00
Trucks – 2 Hr. Limit	\$50.00
Wrong Side of Street	\$15.00

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

This resolution shall take effect immediately on its adoption.

Signed by the Mayor on \_\_\_\_\_.

\_\_\_\_\_  
Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney

# Attachment 2

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING CHAPTER 10 OF THE MILWAUKIE MUNICIPAL CODE TO CLEARLY DEFINE WHEN A PERSON MAY BE CITED FOR VIOLATING 10.20.080 (B) and (C) and STRENGTHENING ENFORCEMENT OF REPEAT VIOLATORS OF PARKING REGULATIONS (10.20.090).**

**WHEREAS**, Section 10.04 of the Milwaukie Municipal Code generally defines vehicle and traffic terms; and

**WHEREAS**, Section 10.20.080 of the Milwaukie Municipal Code defines additional regulations for parking within a block more than once to extend parking time limits; and

**WHEREAS**, the City wishes to have the Municipal Code 10.20.080 (B) clearly define parking limitations and clearly define when a person may be cited for violating 10.20.080 (C),

**WHEREAS**, Section 10.20.090 of the Milwaukie Municipal Code defines parking violation citation procedures; and

**WHEREAS**, the City wishes to strengthen enforcement of repeat violators of parking regulations; and

**WHEREAS**, the City wishes to have the Municipal Code reflect fine increases that result from five (5) or more violations of the same parking offense;

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

Section 1. Municipal Code of Milwaukie Sections 10.20.280 and 10.20.290 are amended to read as follows:

**10.20.080 Additional regulations.**

B. It is unlawful for any person to park, stop or leave standing any vehicle for a longer period of time than designated by official signs, except on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Such parking time limits shall be effective only between the hours of eight a.m. and five p.m., unless designated "No Parking At Any Time," or otherwise designated by official signs or markings. Limitations on parking apply within "Blocks" as established and designated by official signs.

C. Where maximum parking time limits are designated by sign a vehicle will be deemed to have been stopped, parked or left standing for longer than the time allowed if a vehicle has not been moved at least out of the "Block" after the expiration of the designated time zone. A vehicle may not be returned to the same block within the same day following the expiration of the initial time period. Movement of a vehicle within a block shall not extend the time limits for parking.

(i) The time to be considered shall begin when the vehicle is parked in a particular limited time zone on a particular square block; and

(ii) The time shall continue whether or not the vehicle is moved into another limited time zone on the same square block

Section 2.

**10.20.090 Violation—Citation.**

E. The bail amount for a parking citation(s) may increase whenever a registered vehicle owner has received four (4) issued citations for the same parking offense for the registered vehicle within a calendar year (January 1 through December 31). Each citation thereafter, beginning with the fifth (5) citation, will be at a higher bail amount until the end of the same calendar year.

Section 3. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

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 \_\_\_\_\_.

\_\_\_\_\_  
Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Schrader Ramis PC

\_\_\_\_\_  
Pat DuVal, City Recorder

\_\_\_\_\_  
City Attorney

## Attachment 3

### 10.20.080 Additional regulations.

A. No lights need be displayed upon a vehicle that is parked in accordance with this chapter upon a street where there is sufficient light to reveal a person or object at a distance of at least five hundred feet from the vehicle.

B. It is unlawful for any person to park, stop or leave standing any vehicle for a longer period of time than designated by official signs, except on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Such parking time limits shall be effective only between the hours of eight a.m. and five p.m., unless designated "No Parking At Any Time," or otherwise designated by official signs or markings. Limitations on parking apply within "Blocks" as established and designated by official signs.

C. Where maximum parking time limits are designated by sign movement of a vehicle within a block shall not extend the time limits for parking. a vehicle will be deemed to have been stopped, parked or left standing for longer than the time allowed if a vehicle has not been moved at least out of the "Block" after the expiration of the designated time zone. A vehicle may not be returned to the same block within the same day following the expiration of the initial time period. Movement of a vehicle within a block shall not extend the time limits for parking.

(i) The time to be considered shall begin when the vehicle is parked in a particular limited time zone on a particular square block; and

(ii) The time shall continue whether or not the vehicle is moved into another limited time zone on the same square block

D. Any vehicle which because of its size or shape cannot be parked as provided by ordinance may be parked outside the restricted or limited parking area in a manner which will not impede or interfere with vehicular traffic.

E. The driver of a bus or taxicab shall not stand or park such vehicle upon any tree in any business district at any place other than at a bus stand or taxicab stand, respectively, except that this provision shall not prevent the driver of any taxicab from temporarily stopping for the purpose of and while actually engaged in the loading or unloading of passengers.

F. Except as provided by this chapter, no person shall letter, mark or paint in any manner any letters, marks or signs on any sidewalk, curb, or other portion of any street, or post anything designed or intended to prohibit or restrict parking on any street.

G. It shall be unlawful for any person to deface, injure, tamper with, wilfully break, destroy or impair any traffic-regulating sign.

H. Whenever a police officer shall find a motor vehicle parked or standing unattended with the ignition key in the vehicle, the officer is authorized to remove the key from the vehicle. After removing the key, the officer shall make a routine investigation to discover the owner. If upon completion of this investigation, the owner cannot be located, the officer may deliver the key to the chief of police or his designated appointee. Notification of the location of the keys shall be posted upon such vehicle. The notification shall state the location of the keys and the procedures for reclaiming the keys. (Ord. 1361 § 8, 1977)

## Attachment 4

### 10.20.090 Violation—Citation.

A. Whenever a vehicle without an operator is found parked in violation of a restriction imposed by this chapter or state law, the officer finding the vehicle shall conspicuously affix to the vehicle a traffic citation instructing the operator to answer to the charge against him or pay the penalty imposed by the court date stated in the citation, at a place specified in the citation. If payment is not made or if bail is not posted by the operator by the court date the fine will be doubled.

B. Whenever an operator accumulates five or more traffic citations affixed to a vehicle and the bail or fines remain unpaid, a certified letter may be sent to the registered owner of the vehicle, return receipt requested, informing the owner that the bail or fines must be paid within ten days from the date of mailing of the certified letter or the vehicle may not be parked or allowed to stand on a street and may be impounded in accordance with Section 10.20.095 of the Milwaukie Municipal Code.

C. The owner of a vehicle parked in violation of a parking restriction shall be responsible for the offense, except when the use of the vehicle was secured by the operator without the owner's consent.

D. In a prosecution of a vehicle owner charging a violation of a restriction on parking, proof that the vehicle at the time of the violation was registered to the defendant shall constitute a presumption that the defendant was then the owner in fact.

**E. The bail amount for a parking citation(s) may increase whenever a registered vehicle owner has received four (4) issued citations for the same parking offense for the registered vehicle within a calendar year (January 1 through December 31). Each citation there after, beginning with the fifth (5) citation, will be at a higher bail amount until the end of the same calendar year.**