

**CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
February 5, 2008**

**CALL TO ORDER**

**Mayor Bernard** called the 2023<sup>rd</sup> meeting of the Milwaukie City Council to order at 7:00 p.m. in the City Hall Council Chambers.

Present: Mayor James Bernard and Councilors Deborah Barnes, Greg Chaimov, Joe Loomis, and Susan Stone

Staff present: City Manager Mike Swanson, City Attorney Bill Monahan, and Associate Planner Susan Shanks

**PLEDGE OF ALLEGIANCE****PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS****Parking in Historic Milwaukie Neighborhood**

**Thelma Savage**, 2405 SE Lewellyn, reported that emergency vehicles have difficulty on her street because of on-street parking and when workmen were on the street. It was a dead-end street in both directions. There were no problems at the end of 24<sup>th</sup> Avenue because the people living there took up all the parking. The parking beside and in front of her house and her neighbors were the problem. They were taken up every day, morning until night, by Waldorf School faculty and occasionally students. They got out of their cars and walked down and were gone for 10 hours. She tried to get a roof on her house recently, but there was no where for the roofers to park their vans and trucks. This was a problem when her other neighbors had a fire; they had to do some remodeling and hauling out burned material. The Waldorf would not give an inch or a parking space. The cars had Waldorf parking tags on their car windows. Almost all of them had Waldorf Monroe Street parking, and some of them had Waldorf bumper stickers. She also saw them walk down the street, cross Harrison, and go into the School. It was pretty evident. There were problems with students but not until the weather was nicer. They came up and smoked and threw candy wrappers on residents' lawns, but they could live with that. What they could not live with were the problems with emergency vehicles. There was a recent incident where the fire truck could not get down to the end of the street. They were sprinting up the street pulling the gurney behind them because they could not drive the truck down there. She would be old someday and would like to know the emergency people could get to her if necessary.

**Councilor Barnes** asked Ms. Savage if she had talked with Waldorf representatives about her concerns.

**Ms. Savage** replied they had called but were always told it was not Waldorf people. She had written letters. Just this last weekend the school administrator came around and asked neighbors to respond to his questionnaire. This was the first residents had heard from Waldorf in 5 years. He asked how often residents noticed cars parked there and when they came and went. The only reason he came was because she got annoyed and wrote a letter and started shaking the trees. That was why they finally decided they had better talk to the neighbors.

**Councilor Stone** asked if the administrator gave any indication of when a response could be expected.

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**Ms. Savage** replied he said people could not expect the teachers to leave their classrooms and move their cars every 2 hours. She responded by saying that was not what was expected but rather that they should park in their parking lot on Waldorf property. The administrator did not respond to that. She noted other neighbors were present.

**Ms. Shanks** provided background information and staff involvement with this issue. The Portland Waldorf School received approval to operate at the Harrison Street site in 2002 and approved by the Planning Commission to do so. As part of the approval to allow that operation there was a condition of approval that required a post-occupancy traffic study which Portland Waldorf School conducted. The reason for that condition was to ensure the School was operating within the parameters of how it was proposed. They looked at traffic impacts around intersections as well as parking and loading and unloading operations. The requirement in the original approval was that the Planning Commission would review post occupancy traffic study at public hearing which was done November 2007. At that hearing, the Planning Commission affirmed that the traffic study met the requirements of the original condition. The Commission made a note that the traffic impacts were within parameters. It also noted that the parking and loading impacts in terms of documentation that was provided in the traffic study were inconclusive. Because this was an unusual situation and not a new land use application the Planning Commission could not issue another decision or add more conditions to the original approval. Ms. Mangle wrote a letter on behalf of the Milwaukie Planning Commission that stated what she had outlined with the caveat that there was an ongoing condition of approval that the Portland Waldorf School had to develop a transportation demand manage plan and manage its parking and loading and unloading operations on an ongoing basis. That was an ongoing condition of approval for the Portland Waldorf School to operate at that site. That was a reminder from the Planning Commission of the existing, ongoing condition. That occurred in November 2007. The City Parking Officer, Sarah Lander, was alerted to the situation. Ms. Lander in her normal rounds took more detailed notes of license plate numbers and is continuing to issue citations when appropriate. She also added spot checks to her regular rounds to affected neighborhoods. She was hearing more from the neighbors as a result of that. The logs had been forwarded to the Portland Waldorf School. There was some disconnect in that Ms. Lander had cited people for parking too near a fire hydrant or for blocking a driveway; however, those were done through the City process through the court system. Those did not necessarily go to the Portland Waldorf School in terms of notification. That kind of information was actually being kept in a log that went to Portland Waldorf School so it had a better understanding of who was being cited for what. She also kept information on things that were not a citable offense. City staff was in the position of monitoring the situation, and Portland Waldorf School was aware this was an ongoing condition of approval that it needed to manage its parking and loading and unloading impacts. Staff was hopeful this could be resolved and believed this had to do with management of the existing parking onsite and not so much of a capacity issue. Staff had noticed on several occasions that the Monroe Street parking lot on the Portland Waldorf School campus was not full all the time if ever. Ms. Shanks felt Portland Waldorf School was trying to understand what was going on and why the lot was not being better utilized. City staff was monitoring the situation. The Planning Director could bring this issue back to the Planning Commission for review if she felt something was not being done in a reasonable amount of time to address the situation. That was not the feeling right now but could certainly change.

**Councilor Stone** asked if the parking lot was not full because it was a longer walk than it was from the street.

**Ms. Shanks** could not say for sure because the different buildings housed different activities and grades. She did know there was a lot of crossover between the different age groups. She felt Portland Waldorf School could answer Councilor Stone's question better. She imagined depending on where any individual was coming from might be more convenient than another depending on the final destination.

**Councilor Loomis** heard Ms. Savage say a fire truck could not get down that street and asked if there was any validity to that. Had measurements be taken? If a fire truck cannot get down the street because of parked cars no matter who the owner it was a problem the City needed to address.

**Ms. Shanks** had not heard anything from Clackamas County Fire District #1 (CCFD1) but assumed some department would have been informed of that issue. She spoke with Ms. Savage on the phone a couple of months ago, and she indicated the same concern. Ms. Shanks thought at the time it might not be so much that they could not get there because of parking. Sometimes when parking was allowed on both sides of an older street the passageway was narrow, and emergency vehicles could to actually pull into an area. She described a similar incident with the roofers that did not have a legitimate off-street parking space. An emergency vehicle would certainly be allowed to block traffic as needed to get to a fire or medical situation. She did not know what the situation was but would follow up with CCFD#1 to find out if there had been a problematic issue.

**Ms. Savage** said they got there on foot.

**Councilor Loomis** thought it would be as simple as taking measurements as there must be some standards.

**Ms. Shanks** replied if parking were allowed on both side and what was left over was not sufficient, then presumably staff would look at limiting parking to one side of the street. That was not something she could begin to comment upon at this time, but it was something she would look into. She could not imagine anyone was double-parked.

**Mayor Bernard** commented it was a very narrow street. This might be a good area to test neighborhood permitting if the neighborhood was interested. He would be happy to meet with the residents because there would be a little cost, and the neighborhood might want to discuss a test program. The Transportation System Plan (TSP) did consider a test permit program.

**Ms. Shanks** added that was an option for this neighborhood because of this particular problem, and Ms. Mangle was aware of that. She noted Portland Waldorf School representatives were in the audience.

#### **CONSENT AGENDA**

- A. Resolution 14-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Approving the Award of Contract for the Completion of the City's 2005 Wastewater Master Plan.**
- B. City Council Work Session Minutes of December 4, 2007**
- C. City Council Work Session Minutes of December 18, 2007**

**It was moved by Councilor Barnes and seconded by Councilor Stone to adopt the consent agenda. Motion passed unanimously. [5:0]**

## AUDIENCE PARTICIPATION

- **Bryan Dorr, Milwaukie**

**Mr. Dorr** appreciated the effort in halting the Balfour Street house project. As a resident of the Ardenwald Neighborhood he greatly appreciated it. He wanted to discuss light rail. When he found out light rail was coming into Milwaukie he did some personal studies of his own. Light rail seemed to be the most inefficient means of travel than any other means of transportation. If he got on light rail from Milwaukie and went up to the Rose Garden, it would probably take longer than it would to just peddle his bike up the Springwater Corridor Trail. It was an ineffective mode of transportation plus there were other issues with it.

- **Punky Scott, Clackamas County**

**Ms. Scott** thought there would be some representation at this meeting from Metro and TriMet, but unfortunately they were not here. She expressed some of her thoughts about light rail. She prefaced her thoughts by saying she did not live in Milwaukie, but she grew up here. She had a business nearby. She went to high school here. Her heart was here. Because she lived close by and had a business nearby she thought what happened in Milwaukie would have some effect on all of the neighborhoods besides those actually within the City limits. Crime issues to her were still very big. Oak Grove was still suffering. She was not sure it would ever get past the point of being a much more livable community, but one of the biggest issues was crime. She knew they had talked about putting more police staffing on the facilities, but that was wishful thinking and would bring more problems into Oak Grove and even Milwaukie. If it came up to Park Avenue, then that was right at the Oak Grove back door. She definitely had some concerns about that. The City of Milwaukie was already kind of dissected by a lot of different modes of transportation. There was McLoughlin Boulevard, the Milwaukie expressway, and the railroad. Now if we put light rail through Milwaukie that would be very detrimental to traffic. Not everyone would ride light rail because there were still some who drove cars, and she was one of them. She drove a lot, so she had concerns about that. The time that it would take to install light rail. She was currently the victim of the Oregon Department of Transportation (ODOT). They were repaving McLoughlin Boulevard, and it definitely needed it. They were putting in curbs and sidewalks. They have been one month in front of her place. You cannot find a driveway. That was not the Milwaukie City Council's problem; it was ODOT's problem. She could see if the Council wanted to see businesses survive in Milwaukie, and she did not care what route it took through the City, it was going to be a big, big problem. The City would lose businesses. They cannot survive without customers. She went out to Interstate and talked with businesses. They thought they were going to do quite well, and it was going to be wonderful with light rail. Unfortunately because people cannot get to them because there were only certain intersections they could go through, they were not surviving. A lot more businesses were closing that once thought they would do extremely well. She did not want to be one of those, and she was sure a lot of Milwaukie people would not want to be victims of not only construction time and access. She was looking at everything at a business level, and that was what she did. If light rail was committed to coming into Milwaukie and obviously that was the plan she personally thought that stopping at the theater with the parking on the serious amount of land and not a lot of businesses then perhaps going out to the Milwaukie expressway where it would not be detrimental to businesses. There would still be close access to the City of Milwaukie and going to the Town Center area. That as where the growth was. Oak Grove and back you would not get the people. Eventually you would get people going through there, but that was not where the bulk of the people were. They were out on Sunnyside. She would guess picking up the light rail that came from

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Gateway and have it go all the way to Oregon City where there was also growth. It needed to come to Milwaukie and then on out there. Those were her personal feelings. She had some concerns. She was all for progress, but....

- **Ralph Rigdon, Clackamas County**

**Mr. Rigdon** lived in the same house for 45 years and in the Milwaukie area for over 50 years. He was married in 1955 in the old St. John's Church. So far Milwaukie had been a nice, quiet, peaceful town, and he enjoyed it. He always used Milwaukie on his return address stickers on his letters instead of Portland. He thought not going through Milwaukie with light rail should be seriously considered. Having a train coming out of town every 6 to 8 minutes would ruin a lot of people. He agreed if the City had to have it, it should stop at the old theater at Southgate and keep it out of town and away from the schools.

- **Ed Zumwalt, Milwaukie**

**Mr. Zumwalt** noted a letter to the editor in the December 2007 *Portland Tribune*. "Every negative letter you get on MAX is right on. We had friends in our neighborhood near Rockwood who put their home up for sale as soon as they started putting tracks on E. Burnside. When we asked why, the response was wait until it's finished and you'll see crime, low income housing, unsafe neighborhoods, etc. That was exactly what happened here. Our once-proud family neighborhood now is an area to be afraid in at night. If you do not have MAX in your area, do everything possible to keep it out. SE Portland resident."

**Mr. Zumwalt** hoped that was not Milwaukie in 20 years. When he heard the Metro South Corridor Committee said everyone in Milwaukie wanted light rail he was stunned. That was inaccurate. In 1998 it was defeated by 24 points in Milwaukie and 11 points in Clackamas County. With the recent publicity on crime and costs, he was sure the figures would still be substantial. He heard it said everything was different now than it was 10 years ago. That was not true either. The issues in Milwaukie were the same today as in 1996, 1997, and 1998 elections. Light rail and forced density. Inviting light rail into our town and pushing for sardine-like density around the stations as Mr. Sam Adams, Portland Commissioner, demanded at a South Corridor meeting last spring the citizens were having 3 elections stolen from them. Democracy in little old river city was dead as a doornail. He had heard light rail called an economic engine, but it was more like a conduit for crime. He was sure the people from TriMet were sincere about controlling it, but in 20-plus years they have not shown the commitment necessary to sustain the system that would make the line safe despite many different approaches. Now would be no exception. In the 1996 and 1998 elections crime was a huge issue, Here we were 10 years later with no appreciable improvement. Cost of light rail had escalated from \$880 million to \$1.4 billion in less than 2 years. How high would it actually go? Even if the Feds picked up 60% of the tab, who closed the gap? The \$250 million from the legislature was not a lock. A ballot measure or urban renewal district – please don't go there. In reality matching money from the region was unconscionable when the highway infrastructure and education systems were in such dire need of financial support. Shortcomings in those 2 areas could smother the economy and turn us into a commercially blighted region. We were jeopardizing our future economic health in favor of a technology that has never proven itself. Every time Metro and TriMet came to us, they became more invasive to the neighborhoods and livability. Some of the station drawings now looked like we were in danger of becoming an extension of the Brooklyn yards. Two months ago the Council okayed in the name of livability and safety the purchase of the Balfour Street house intended as a home for the criminally insane. Light rail into Milwaukie would create more crime and problems in 1 week than that house would in 5 years. You can stop this very quickly, and it will not

cost \$240,000. Just pick up the phone and call TriMet and tell them the whole thing was off.

- **Les Poole, Clackamas County**

**Mr. Poole** like Ms. Scott lived just outside of town. This was a regional issue and why he had been involved in the past. He had a lot of the same concerns as Ms. Scott but at the same time understood the real problem in Milwaukie was parking. The downtown needed to be revitalized. How would you revitalize downtown without millions of dollars? There were only a few ways, and one of them was to go to the government with urban renewal through the TriMet plan. He wished 15 years ago the community could have gotten some urban renewal money without having to become salespeople for light rail. Light rail was designed with the idea that we were not going to see the technological advances we were seeing. Gas was \$3 a gallon. Mel Zucker had to file a lawsuit to get TriMet to say how few people were riding it. It was just not worth it. But having said that, Mr. Poole was not there to tell the Council not to move forward because he knew it would. He did have a few concerns about the City's moving forward. He hoped the Council would be very meticulous with the property around Kellogg Lake, Robert Kronberg Park. There was a crossing there already that was just a mess. He did not know how anyone would fix it because of the way River Road intersected with McLoughlin Boulevard. As Councilor Chaimov can attest, it was pretty problematic. One of his biggest concerns was that we were going to try to squeeze light rail in there, and he did not know how the Trolley Trail would fit safely. There was talk of 600 to 1,000 cars at Park Avenue. He hoped the City was not planning on dumping all of its parking up there. It could not fit. The neighbors would be in the Council's face. Enough said about that because the Council knew what it faced. It was ludicrous for anyone in this room to get too long-winded about the route until the final was on paper. He wanted to mention money because he was helping pay for this whether he lived in Portland or Bend. Carolyn Tomei got \$250 million lottery dollars based on a 2003 LPA bill of \$880 million. If she got \$250 million for light rail based on \$880 million and now we were up to \$1.3 or \$1.4 billion, he questioned the numbers, logic, and ethics of how we got there. 70% was the goal. Mr. Poole realized that if 70% of that money was raised then the citizens did not get a vote on this, and that was one of the goals. 70% of \$1.3 or \$1.4 billion was enough to make you get your pen out and start writing.

- **Philip Lisac, Clackamas County**

**Mr. Lisac** said it raised his hackles a little bit. He had been in this town more years than anyone here on the board are old. He knew Mayor Bernard's grandfather, so he went back a ways. From Hillsboro to Gresham to the Town Center the octopus tentacles of TriMet with the full intoxicating support of Metro has provided a very easy transportation style and condition which promoted the contiguous and violence and adequately provided the selection by the individual and perpetrators for the time and place that they chose. A \$1.4 billion price tag plus unmentioned overruns of how much – who knew? Like the tram that went from \$18.5 million to \$56 million this project was so obviously absurd and incongruous that it was laughable and ludicrous. If we, the common folks of the urban tri-county could look at Metro and TriMet with full disclosure we would find a symptomology of the reoccurring M&T disease identified as spending taxpayers' money. The complex study of the symptoms regarding this disease called Metroitis with its complications to the tri-octopied tinnitus with a fungus grows without local support. The local common folk had to pay for it with their tax dollars in whatever manner. The M&T disease compelled the common people to join in unison to express their distaste and feelings of repugnance towards any and all who wanted to foist the current tri-octopied tinnitus into Milwaukie. The attitude of manifest destiny projected by the M&T disease and all who were infected with it in turn came to the common folks of

Milwaukie as an imperialistic expansion defined as necessary and benevolent. Further projects considering the symptoms by infecting some individuals with the M&T disease of patronizing and being superior in their planning. At the station for pick-up and drop-off as well as enroute will the violence, fights, muggings, and beatings with bats have a cure if the M&T disease migrated into Milwaukie? Most likely not. Will it have committed security and how many officers to enforce it? Nobody knew. Private property would be graffitied – yes. Property crimes will increase – absolutely. Beatings and rape of the old and the young are very likely to happen for sure. Gangs commuting to Milwaukie will come at their will and leave at their choice. Confiscation of private property to enhance the rail and put it in position will absolutely take place. He urged all who were against the M&T disease to join together and be the individuals to write the prescription to put a strong stopping cure to the M&T fungus. A fungus was characterized chiefly by absence of chlorophyll. Chlorophyll was green just like money. Substituting subsistence on other matters living or dead us taxpayers.

- **Nancy Dietrich, Milwaukie business owner**

**Ms. Dietrich** worked at the Mill End Store on McLoughlin Boulevard and Milport. She came to hear the plans for light rail and was fortunate they were not here to expand on it. She was very impressed with what she had heard from the people here. She was very concerned about the traffic and how it would impact getting back and forth on McLoughlin Boulevard. She hoped the City would take a serious look at having light rail go through the town.

- **Cyndia Ashkar, Oregon City**

**Ms. Ashkar** served on the Light Rail Safety and Security Task Force which just had its last meeting. The needs for safety and security and open visibility were in direct opposition to the needs for protecting the learning environment for the students at Portland Waldorf School. She had promised Councilor Barnes to share something to gain more insight into that need for protection for the learning environment. There was a government article on line called *General Health Effects of Transportation Noise*. It talked about the cardiovascular system and such. There was also a book by a man named Daniel Goldman; he might be a psychiatrist but she could not remember. It might be Golman. It was called *Emotional Intelligence* that talked about the fight or flight response which she was in right now because she did not regularly speak to City Councils. Noise caused that in children and put them in a state where they could not receive what the teachers were wishing to give to them. There was an incident in Denver where the light rail train was derailed by the freight train by coal going onto the tracks. There was documentation of the Federal Railroad Administration citing the inadvisability of having light rail vehicles in the same corridor as freight trains. She knew that things were being done to help lessen danger in that kind of setting. It was being looked at and questioned. Sometimes she wished we could look down the road at what we wished we had or had not done. One of the things bringing light rail because it was so expensive was that money could not be given to bus routes. She knew more riders of buses could be there if the buses came close enough to their houses. Ms. Ashkar lived in the country and was 1.7 miles away so was not a good option for her 16-year old to walk that far. She went to one of the transportation meetings in the Public Safety Building where people were saying buses did not come close enough for people to use public transportation. She was concerned about that. The amount of room for light rail in Milwaukie was a big question. There was lots of room along the Milwaukie 212/224 expressway. She had been told by citizens of Milwaukie that was voted down and maybe another something might have been voted down. She was aware that the downtown Milwaukie had not had an opportunity to express that in the way of a vote. There were other nations looking at the quality of



children's lives. In Australia they were dead ending streets and slowing traffic on the streets to help protect children and their connection with nature because that was a learning environment for children as well.

- **Jerry Foy, Clackamas County**

**Mr. Foy** had been before the City Council 3 or 4 times talking about light rail. His issues had not changed. His major concern was safety for the children attending Portland Waldorf School, St. John's, Milwaukie High School, and Milwaukie Elementary. He was also a member of the light rail Security Task Force as was Ms. Ashkar. At the last meeting, the Milwaukie police chief was there, and Mr. Foy spend about 10 minutes talking with him after the meeting. He was very much concerned about the potential for gangs and crime and assaults and rapes and whatever. It was not a big question now. There had been enough proof from the existing lines that it happened. It did not appear that TriMet or Metro was willing to fund the 150 police officers that the Milwaukie police chief said were necessary. Right now they had something like 32 enforcement officers. Mr. Foy understood that included the people who collected the tickets which by the way was not happening. It did remain a vehicle that the undesirables can move about quickly on through the various cities and towns. Likely they would not be caught. Cameras were great, but as we just witnessed on McLoughlin Boulevard they did not have a clue who the guy was that murdered the station attendant. There were cameras there. His concern was that we needed police. His real concern was that light rail was not needed period. People were saying stop it at the theaters. That was a lot better than coming past the schools. If it was a definite fact that we would have light rail, he would say stop it at the theater. There was a big question of how this thing would be funded. When you think about \$1.4 billion, 40% of that was \$670 million. Where was that money going to come from? There was \$250 million, but the check has not been written. The concern even from the Feds was if it was worth the money. When you added the money and the danger and the amount of people it was going to move, it was an absolute 'no.' It was insane to be promoting this thing without giving it further study. At least ask questions and find out the bottom line before making a commitment.

- **Ann Stangle, Milwaukie**

**Ms. Stangle** asked why the Mayor had let Milwaukie get to this point. We used to have a nice City when Bernard's grandfather was here. What was happening now was too much garbage. She just wanted to know why Mayor Bernard let that happen.

**Mayor Bernard** asked Ms. Stangle if she felt the City was full of garbage now.

**Ms. Stangle** said it was full of a lot of people who were not working for the City and the people. They were working for what they felt would be a monetary gain. Money was not the only goal in life although everyone seemed to think that. You cannot eat it, you cannot drink it, or take it with you. Why worry about money. We should worry about what was good for every body.

- **Robert Cseko, Portland Waldorf School**

Mr. Cseko distributed some literature. He was the Director of Administration for the Portland Waldorf School in Milwaukie located at 2300 SE Harrison. He talked about the parking and the ongoing efforts the Council could see in the literature. The School recognized that parking could be an issue for the neighbors to the north. However, currently as it was delineated, it was public parking. Since the Portland Waldorf School moved here more than 40 families have moved into the City of Milwaukie. When the President talked about an economic stimulus package he believed the Portland Waldorf School was one for Milwaukie. As such he did continue to present efforts in working with the neighbors to the north. Information that was received after the November

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meeting from Ms. Mangle was that the School was encouraged to investigate and actively work with its northern neighbors to resolve any parking issues. It was not a demand. It was not anything the School was obligated to do; it was just encouraged to do so. The School had done that. In today's environment where everyone wanted immediate answers and immediate gratification sometimes the process did not fulfill all the needs. The information before the Council would show there was a process that was in place, and that Portland Waldorf School took the education of its community members around parking very seriously and would continue to do so. They would continue to work with the neighbors to the north in finding common ground so that parking did not become such a dynamic issue that would resolve in Councilmembers using important time on items of this nature. He did concur with Councilor Loomis. He believed from his own observations of Lewellyn Street would indicate if there were parking on both sides of the street that it would be very difficult for emergency vehicles to respond in a timely way to the house at the furthest end of the street. That should be reviewed and looked at.

**Mayor Bernard** encouraged continuing to work with the neighborhood.

- **Mark Gamba, Milwaukie**

**Mr. Gamba** lived 2 doors north of Ms. Savage and was a Waldorf parent. He moved to Milwaukie for the Portland Waldorf School. He knew a few people from the School parked on 24<sup>th</sup> and Lewellyn. He also knew there were a number of people for park-and-ride there for the bus. That was determined because there was a crucial space at the end of 24<sup>th</sup> that kept getting parked in and causing a lot of near accidents when people tried to turn left on 24<sup>th</sup> and someone else was coming out on Harrison. There was no room for 3 cars. There were 2 or 3 cars habitually parking there, and they looked into that. They talked to the police about it. It turned out to be folks who were park-and-riding. All of the cars parked in the neighborhood were not Portland Waldorf School cars for starters. Secondly, it was public parking. Some of the Portland Waldorf School cars parked in the neighborhood were coming to visit his home. They were not necessarily going to the School. If a car was parked there for 10 hours it was highly unlikely it was a Waldorf person because school started at 8:30 and ended at 3:30. That was not 10 hours. The people who were there for 10 hours were park-and-riding and going downtown and working. He lived in that neighborhood and walked up and down that street 4 times a day because his business was downtown. It was not problematic typically. He understood Ms. Savage's issue when she was trying to get the roofing truck in. He agreed all of the streets were very narrow. If a fire truck had to get down to his end of the block 9 times out of 10 he would not be able to do it. Those were people who lived on the street and parked across from each other. Portland Waldorf School was being picked on for a problem that was really not its problem. It was public parking, and the people parking there were members of the public.

**Mayor Bernard** agreed he had seen some people parking and getting on the bus.

**Mr. Gamba** was not necessarily for a permit system and did not see how people could be asked not to park there who were members of the public. Limiting parking to 1 side of the street was not a bad idea if there was concern about emergency vehicles. He noted the trash trucks did not have any problems and could not imagine they were narrower than an ambulance.

- **Scott Churchill, Milwaukie**

**Mr. Churchill** appreciated Jerry Johnson's January report as he had great insight to downtown Milwaukie development. It was helpful to hear his thoughts and his perspective on the 2040 Plan. Quoting from the tape, Mr. Johnson said that was often times pie in the sky and we really needed to look closely at building amenities to the

downtown. As Councilor Barnes pointed out was it a chicken or egg issue or not. It could be but amenities would really help drive this. There had been a lot of concern about developers pulling out of downtown, and it was good to get some perspective about where that was really coming from. Mr. Churchill consulted with a number of developers in Portland as well as Seattle, and the condo market was suffering greatly. That was a much bigger driving factor in pulling out of a condo development in cities such as Milwaukie rather than comments from Councilmen or staff or the public about concerns about the downtown project. As Mr. Johnson said, one needed to look at economics first. If there was enough margin a smart developer would come in. If there was not enough margin everyone should pass on it and step back. He discussed the promotion of retail that would be followed by housing. He suggested re-looking at the Southgate site in a different way. Look at it as a transportation hub. The City of Emeryville, CA was a much bigger city but had some scale features about transportation links that made for a successful growth pattern. He encouraged the City Council to look closely at it as a transportation corridor model that had a reuse of industrial to office conversion. Certainly Holman Transfer and others might have other thoughts, but in the long run a re-look would benefit both the landowners and tenants as well and provide an expanded area. Councilor Stone mentioned the downtown area was so compact with only so many blocks and so many streets to deal with, so we wanted to be careful how this was done. If light rail had to come to the downtown or to Milwaukie consider stopping at Southgate and consider expanding the downtown and making it a node that tied it to downtown. The walking link under Hwy 224 could be enhanced, and the downtown could be expanded for jobs and housing and transportation but not necessarily bringing it through the downtown as people had referred to problems associated with schools and a tight corridor for transportation along the Tillamook line. He also supported it because of the rising project costs. Certainly urban development funds would be one way to do it, but another way would be to stop it at that point to help the funding overall. He encourage the Council to look at the Southgate site and consider it as a park-and-ride hub if indeed it had to come that far at all.

- **Greg Flynn, Milwaukie property owner**

**Mr. Flynn** had not moved to Milwaukie yet but owned a house on 27<sup>th</sup> Avenue next to the grade school. He had a parking problem too but knew that when he bought a house next to a grade school. There was a high school down the street, and you expect those kinds of things. The one thing we would find in the future was when you had to add density around the light rail a lot of the developments Metro would tell you, and you see this in his neighborhood in Gateway, there was 1 development that had zero parking. He got a tax break for building it close to light rail with zero parking. It was not built out yet, so he was not having a problem yet. When they do finish building out in that area, this property would have a lot of problems. There was a property on the old DMV site where they allowed .5 parking space per unit. This was what we were going to see when light rail came to Milwaukie. You will have to put in development that do not have enough parking. Parking problems would be rampant. He was not going to talk about parking but since it started out that way he could not help himself. He was moving away from the Gateway Neighborhood not because light rail caused crime but it attracted people who used it that tended to be involved in crime. It did not happen very fast. He grew up in Parkrose. The Rockwood area, Centennial, David Douglas – those were his stomping grounds. He lived there most of his 50 years. He did not want to live in the Parkrose Neighborhood any more because the crime and problems of light rail had moved all the way to his house. It happened slowly. Slowly the good people moved away because they did not want to deal with it. Other people moved in the neighborhood because for some reason they did not have a driver's license. They cannot afford a car. It was a way for them to get around. They push away the good

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people. It will not happen overnight in Milwaukie either. He was still going to move here because he figured he had 10 years until the problems started to get really thick. Then he would talk his wife into moving again. Right now he was moving away from the problems of light rail. In one of the handouts it talked about all the promises. These were the promises he found online. There were probably a lot more news articles. Back in 1989 we all knew about the governor putting the police on the light rail. There was a reason why that story started going around. He started e-mailing it to everyone when he found it. He had forgotten all about that. He looked at the year after year of promises. There was one here now where Police Lt. Rosie Sizer was assigned to TriMet. She was now the Portland Police Chief. This was back in 1996, and she was saying cameras would be part of the solution. It went on to say they wanted to head this off before the problem got bad. 20 years later they still were not solving the problem. Light rail costs so much to operate. Jerry Milner, a PSU professor, wrote an article if they did not build the Interstate line that money could have been used to double the bus service on every single bus route in the Portland metro area. We were going to spend \$1.4 billion for light rail to Milwaukie to replace a perfectly good bus line. Maybe to make it nicer like light rail buy a couple of luxury buses and run them at certain times of day. It would cost a lot less than \$1.4 billion. He discussed the problems on BART. The whole line needed to be rebuilt. It was old enough now that everything needed to be replaced. They had to come up with \$11.4 billion. You build the light rail; it is not the end. The upkeep just kept coming. You had to rebuild crosswalks and intersections. His neighborhood was told if you build it you would not have to do all the replacement you do with buses. But look at BART. You needed to start planning for that. There was an article where downtown Portland was assessing condo owners to rebuild the mall. Was Milwaukie ready to start assessing people? Was that part of the plan when there was not enough money for amenities around light rail? Steve Buckstein wrote an article years ago. If we were doing this to create jobs, then just build a pyramid because at least there would be no operating costs once it was done.

**Mayor Bernard** said the Council received letters from Ann Favorite and Beth Wasko reiterating much of what was heard tonight.

## **PUBLIC HEARING**

None scheduled.

## **OTHER BUSINESS**

### **A. Interpretation of Milwaukie Municipal Code (MMC) Chapter 3.15 Addressing the Sale of City-owned Property**

**Mr. Monahan** reported on Chapter 3.15 of the Milwaukie Municipal Code (MMC) which had to do with real property. The issue was raised in relationship to the Town Center project. He recalled the issue was whether or not the potential sale of land for the Town Center property would fit within the process allowed in Chapter 3.15. It allowed for the sale of 4 different types of property: substandard undeveloped property, standard undeveloped property, developed property, and special case property. He understood the sale of the Town Center property would not take place. As he looked at the potential sale, he identified the sale of the gas station purchased with Metro funds as well as the City of Milwaukie definitely fell under the special case property. That was property that was acquired by the City subject to an agreement that spelled out the manner in which the property would be disposed. Mr. Monahan thought the property that was now the present City parking lot could in fact qualify for special case property if certain steps were taken before the sale of that property. He thought with action to make clear that there was a public process to identify the property as special case, it

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could have in fact been sold. However, since there was sufficient time now that a sale was not pending, he believed it was appropriate to take another look at Chapter 3.15 and actually enhance that section of the code to take into account the potential sale of property that could be used for public-private partnerships. The Code language as presently written did not take into account the possibility of selling property that had been under City ownership which then might be designated as appropriate for a public-private partnership. He would like to take some time over the next few months in developing some Code language to bring back for consideration to suit the purposes the Council had in mind for the Town Center property and also to enhance the opportunities should the City in the future wish to engage in public-private partnerships. His office would work with the city manager and community development staff to do so if the Council directed.

## **B. Council Reports**

**Councilor Loomis** attended North Clackamas Visioning Progress Report that focused on the District's direction to meet the needs of its students.

**Councilor Chaimov** attended the same visioning session and felt City Council might emulate the process.

**Councilor Stone** planned to attend the debate between Greg Chaimov and David Miller who were vying for Council Position #1 in the March special election and the Milwaukie Poetry Series reading on February 13.

**Mayor Bernard** attended the Harmony Road Visioning session. He and Councilor Loomis met with County representatives to discuss the Campus visioning. He attended a Joint Policy Advisory Committee on Transportation (JPAT) retreat and a dinner meeting of the Urban Land Institute where transportation funding was discussed.

**Mayor Bernard** announced the City Council would meet in executive session pursuant to ORS 192.660(2)(i) performance evaluations of public officers.

## **ADJOURNMENT**

**It was moved by Councilor Barnes and seconded by Councilor Stone to adjourn the meeting. Motion passed unanimously**

**Mayor Bernard** adjourned the regular session at 8:17 p.m.

*Pat DuVal*

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Pat DuVal, Recorder

# AGENDA

## MILWAUKIE CITY COUNCIL FEBRUARY 5, 2008

MILWAUKIE CITY HALL  
10722 SE Main Street

2023<sup>RD</sup> MEETING

### REGULAR SESSION – 7:00 p.m.

- |   | Page #    |
|---|-----------|
| <b>I. CALL TO ORDER</b><br>Pledge of Allegiance   |           |
| <b>2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS</b>   |           |
| <b>Parking in Historic Milwaukie Neighborhood (Thelma Savage)</b>   | <b>2</b>  |
| <b>3. 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>   |           |
| <b>A. Wastewater Master Plan Update Contract Award – Resolution</b>   | <b>6</b>  |
| <b>B. City Council Work Session Minutes of December 4, 2007</b>   | <b>24</b> |
| <b>C. City Council Work Session Minutes of December 18, 2007</b>  | <b>35</b> |
| <b>4. 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> |           |
| <b>5. 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.)*

**A. Interpretation of Milwaukie Municipal Code (MMC) Chapter 3.15 Addressing the Sale of City-owned Property (Bill Monahan)**

**B. Council Reports**

**7. INFORMATION**

**A. Milwaukie Center/Community Advisory Board Minutes of December 14, 2007** 42

**B. Design and Landmarks Committee Meeting Notes of November 28, 2007** 46

**8. ADJOURNMENT**

**Public Information**

- Executive Session: The Milwaukie City Council will meet in executive session immediately following adjournment pursuant to ORS 192.660(2)(i) Performance evaluation of public officers and employees.
- 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.

January 13, 2008

Tim Salyers, Code Compliance Coordinator  
City of Milwaukie  
10722S.E. Main Street  
Milwaukie, Oregon 97222

Dear Mr. Salyers:

We in the neighborhood North of Waldorf School seem to have reached an impasse in our efforts to get Waldorf students, staff and faculty to park on Waldorf property. Sarah Landers has been very cooperative in ticketing illegally parked vehicles, marking disabled cars for tow, and notifying residents of the apartment bldg on 23rd and Harrison that they must not 'store' extra vehicles on our street. However, she seems to be unable to enforce conditions of approval that PWS must continue to meet, or she may be unaware of the existence of this agreement and related conditions.

Enclosed is a copy of a letter residents received from Katherine Mangle, Planning Director, citing the above agreement. Since we were not advancing in our efforts to contain Waldorf School's parking to the property itself, I sent the enclosed letter to the 'powers that be', asking that a copy of it be included in the Council packet on Friday, January 11, deciding that our efforts on the ground seemed futile, so we'd try from the other end. We'd like very much to see the agreement enforced.

Sincerely,

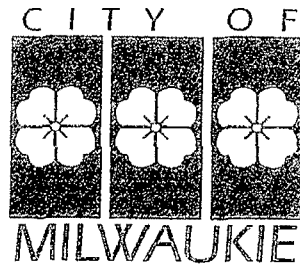
Thelma Savage

2405 S.E. Llewellyn Street  
Milwaukie, Oregon 97222

cc: Sarah Landers, Parking Enforcement  
Katherine Mangle, Planning Director  
Jim Bernard, Mayor  
Members of City Council  
Robert Cseko, Director of Administration, Waldorf School  
Interested Neighbors  
Ed Zumwalt, Historic Milwaukie



*Dir of Admin*



November 29, 2007

Robert Cseko  
Portland Waldorf School  
2300 SE Harrison Street  
Portland, OR 97222

RE: ~~Post-Occupancy Parking and Traffic Study~~

Dear Mr. Cseko,

As you are aware, the Portland Waldorf School (PWS) was required to conduct a post occupancy parking and traffic study as a condition of approval<sup>1</sup> for use of the site at 2300 SE Harrison Street as a private school. PWS submitted a post occupancy parking and traffic study in July 2007. The Planning Commission reviewed the study at a public hearing on November 27, 2007 and determined that the vehicle trip rates and drop-off and pick-up areas are functioning within the limits of the assumptions that were identified in the original parking and traffic study. As a result, all outstanding conditions of approval for use of this site as a private school have been met. There are, however, ongoing conditions of approval that PWS must continue to meet, i.e. Conditions of Approval 9, 10, and 12.

Due to the inconclusive nature of the study's findings with regard to off-site parking and neighborhood complaints that PWS students and staff are parking in the neighborhood to the north of PWS, the Planning Commission encouraged PWS to investigate and actively work with their northern neighbors to resolve these complaints. Additionally, the Planning Commission reminded PWS of one of the ongoing conditions of approval related to their continued operation at this location, namely the implementation of their adopted Transportation Demand Management (TDM) program (Condition of Approval 9). It is PWS's obligation to ensure that its students, parents, and staff are parking, loading, and unloading at the appropriate locations on PWS property through effective education, enforcement, and implementation of their adopted TDM program.

Sincerely,

A handwritten signature in black ink that reads "Katherine Mangle". The signature is written in a cursive, flowing style.

Katherine Mangle  
Planning Director

cc: Milwaukie Planning Commission, Files CS0-01-04 and NR-02-02, and Interested Persons

<sup>1</sup> Condition of Approval 11 in Notice of Decision dated May 15, 2002 for Land Use Files CS0-01-04 and NR-02-02.

January 11, 2008


Mr. Robert Cseko, Director of Administration  
Portland Waldorf School  
2800 S.E. Harrison Street  
Portland, Oregon 97222

Dear Mr. Cseko:

Those residents of the neighborhood north of PWS who have complained of the overflow of parking into their neighborhood by Waldorf students and staff, received a copy of a letter directed to you, and dated November 29, 2007. The letter was from Katherine Mangle, Planning Director, Milwaukie Planning Commission. You were directed to contact those of us who had complained, and to work with us to resolve these complaints.

We have heard nothing from you. We have not been consulted or informed of any steps you may have taken with regard to this problem. As I write this letter, there are 4 Waldorf cars parked on the Llewellyn and 24th streets. It has now been over a month and a half since we received the letter from the Planning Director. When do you propose to consult the residents who have registered their complaints?

Sincerely,



Thelma Savage  
2405 S.E. Llewellyn Street  
Milwaukie, OR 97222  
503 654-4181

cc: Katherine Mangle, Planning Director  
Jim Bernard, Mayor  
Ed Zumwalt, Historic Milwaukie  
City Council Members



**To: Mayor and City Council**

**Through: Mike Swanson, City Manager**  
*MA* **Kenny Asher, Community Development/Public Works Director**  
**Gary Parkin, Engineering Director**

**From: Jason Rice, Associate Engineer**

**Subject: 2008 Wastewater Master Plan**

**Date: January 22, 2008 for February 5, 2008 Regular Session**

**Action Requested**

Authorize the City Manager to sign a contract for updating the City's Wastewater Master Plan with Parametrix, in the amount of \$75,000 (including contingency).

**Background**

The Wastewater Master Plan (WWMP) is scheduled in the Capital Improvement Plan to be updated this fiscal year. The current plan was adopted in 1994 and the new plan will complete an unadopted update that was started in 2004.

The Request for Proposals (RFP) was advertised December 10<sup>th</sup>, with a proposal due date of December 21<sup>st</sup>, 2007. The City received four proposals and evaluated them with a team of Engineers and Operations staff, and interviewed the project managers for all four firms.

Parametrix was selected based on their project approach for the scope of work, master planning experience, and strong team, which includes a financial consultant familiar with the City and a local engineering firm).

The project schedule anticipates City Council adoption by the end of July 2008.

In addition to providing key elements needed by the wastewater utility, including asset management, extension of service to unincorporated areas, analysis of the current agreements (one of which is the wholesale agreement with CCSD#1 for treatment services), and an update of system development charges, the master plan will provide a backdrop for community dialogue for treatment and regional wastewater issues.

The goal for this project is to produce a useful document that provides a road map as the City moves forward. Wastewater issues will be addressed in a straightforward, understandable fashion, customized for Milwaukie.

Citizen involvement will also be a part of this project by way of 2 CUAB Meetings as well as a Town Hall Meeting (which will be announced within each Neighborhood Association meeting) where citizens of Milwaukie will have the opportunity to comment on the document as it nears completion.

### **Concurrence**

Operations staff was involved in the selection process and concurs with this recommendation.

### **Fiscal Impact**

The project cost of \$69,810.72 will be covered by the budget as follows: \$60,000 in this year's budget, \$15,000 will be submitted for next year's budget for the balance due (to be paid when the project is complete).

There will also be minor printing fees associated with producing copies of the completed work for council presentation later in the year, as well as staff copies for future use.

### **Work Load Impacts**

This project will require five hours per week on average for the project manager for the duration of the project. This has been anticipated in the work plan for Engineering.

### **Attachments**

1. Proposed Contract
2. Resolution



# ATTACHMENT 1



Contract # \_\_\_\_\_

## CITY OF MILWAUKIE, OREGON PERSONAL SERVICES CONTRACT 2008 WASTEWATER MASTER PLAN

THIS AGREEMENT made and entered into this 5 day of February 2008 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and Parametrix, hereinafter called Contractor.

### RECITALS

WHEREAS City has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Contractor, and

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

THEREFORE the Parties agree as follows:

1. **SERVICES TO BE PROVIDED**

Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

Contractor agrees to complete work that is detailed in Exhibit A and by this reference made a part hereof. Contractor may have some contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the City.

2. **EFFECTIVE DATE AND DURATION**

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by July 31, 2008. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. **COMPENSATION**

City agrees to pay Contractor not to exceed Sixty-Nine Thousand Eight Hundred Ten Dollars and Seventy-two cents (\$69,810.72) for performance of those services described herein, which payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

#### 4. **OWNERSHIP OF WORK PRODUCT**

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

**5. ASSIGNMENT/DELEGATION**

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

**6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

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

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

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

- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

**7. INDEMNIFICATION**



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

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

**8. INSURANCE**

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

**A. Commercial General Liability Insurance**

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

**B. Commercial Automobile Insurance**

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, 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 \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

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

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days notice of cancellation to the City

F. Insurance Carrier Rating

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

G. Certificates of Insurance

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

H. Independent Contractor Status

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

I. Primary Coverage Clarification

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

J. Cross-Liability Clause

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

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Office of City Recorder	Business Phone: 503-786-7504
City of Milwaukie	Business Fax: 503-653-2444
10722 SE Main St.	Email Address: kwapichb@ci.milwaukie.or.us
Milwaukie, Oregon 97222	

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. **METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

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

<b>City</b>	<b>Contractor</b>
City of Milwaukie	Company: Parametrix
Attn: Accounts Payable	Attn: Scott Nebeker
10722 SE Main St., Milwaukie, Oregon 97222	Address: 700 NE Multnomah, Suite 1000 Portland, Oregon 97232
Phone: 503-786-7524	Phone: 503-233-2400
Fax: 503-786-7528	Fax: 503-233-4825
Email Address: finance@ci.milwaukie.or.us	Email Address: snebeker@parametrix.com

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

**10. MERGER**

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

**11. TERMINATION WITHOUT CAUSE**

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

**12. TERMINATION WITH CAUSE**

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

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

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

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

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to



correct such failures within ten (10) days or such other period as City may authorize.

- 3) If Contractor fails to eliminate a conflict as described in Section 11 of this agreement.

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

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

**13. ACCESS TO RECORDS**

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

**14. FORCE MAJEURE**

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

**15. NON-WAIVER**

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

**16. NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

**17. ERRORS**

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

**18. EXTRA (CHANGES) WORK**

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

**19. WARRANTIES**

Contractor states that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability contained in or implied by this Agreement.

**20. ATTORNEY'S FEES**

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

**21. GOVERNING LAW**

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

**22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

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

**23. CONFLICT BETWEEN TERMS**

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

**24. AUDIT**

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

**25. SEVERABILITY**

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

**26. COMPLETE AGREEMENT**

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

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

**CITY OF MILWAUKIE**

\_\_\_\_\_  
By: Authorized City staff person letting contract

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
By: Contractor's Name

\_\_\_\_\_  
Date



## EXHIBIT A



### **REQUEST FOR PROPOSAL**

## **TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR CITY OF MILWAUKIE WASTEWATER MASTER PLAN UPDATE**

The City of Milwaukie is requesting proposals from qualified consulting engineering firms for the update of the 1994 City of Milwaukie Wastewater Master Plan.

### **Project Description**

Update the City's 1994 Wastewater Master Plan. The update will complete an unadopted revision of the Plan from 2004. That revision provided the modeling and general background data. This update will summarize that work and provide direction for maintenance of the collection system, extension of the system to adjacent unsewered areas, and treatment options.

### **Scope of Work**

#### **Task 1. Review past sewage plans.**

##### **Objective**

Review past sewage plans and provide a new Wastewater Master Plan based on data collected for the draft 2004 Wastewater Master Plan, treatment studies related to the "Clearwater" project, and analysis of the City's treatment options.

##### **Product**

Report summarizing the existing status of the wastewater system.

##### **Meetings**

Meet with staff to share findings and review implications for master plan.

#### **Task 2. Provide new 2007 Wastewater Master Plan.**

##### **Subtask 2.1: Treatment**

Summarize wastewater cost and capacity issues with respect to City of Milwaukie and Clackamas County Service District #1 (CCSD#1) plans. Review County (WES) studies on the Kellogg plant

(Clearwater, CAC recommendations, and WES' interim treatment proposal) and determine which options are in the City's best interest, including annexation to the District and continued wholesale purchase of services; if the latter, recommend any changes to the existing agreement that are in the City's best interests. Review all current agreements with CCSD#1 and recommend language for a new agreement.

**Product**

Technical report including a plan for treating Milwaukie's wastewater in the future.

**Meetings**

Meet with staff to discuss available information, and later to review findings and prepare for City Council Work session presentation.

**Subtask 2.2: Collection System**

Using data collected for the 2004 report, determine capital improvements needed in the collection system. Working with City staff, reviewing inspection reports, and field checking, provide an asset management strategy including capital maintenance projects.

**Product**

Technical report, project lists, maps.

**Meetings**

As needed with staff to prepare report and review draft.

**Subtask 2.3: System Expansion**

Provide analysis of implementation strategies including financing and phasing issues for service extension to Urban Growth Management Area (UGMA).

Provide analysis of Portland's Lents Line including the agreement and transfer issues.

Prepare SDC methodology and project list with cost information.

Provide issue paper on separation of sewer laterals particularly as it relates to the Waverly Heights area.

**Product**

Technical reports, issue paper, project lists, maps.

**Meetings**

As needed with staff to prepare report and review draft.

**Subtask 2.4: Staffing Needs**

**Product**

Recommendation of staffing needs based on regulatory requirements, past history, comparison with similar wastewater utilities, and projected capital maintenance needs.

**Meetings**

As needed with staff to prepare report and review draft.

**Task 3. Cost of Service Study for Wastewater Management**

Provide a review of the rates and cost of providing wastewater management services. The purpose of the study is to insure that the wastewater utility is fully recovering the cost of providing wastewater services, including adequate reserves for depreciation and future needs.

Professional services will include analysis of revenue requirements, collecting data, designing rate structure tables, and attending necessary city meetings regarding the work. Special consideration of treatment options shall be provided.

**Objective**

Perform a cost of service study to match rate revenue to help guide future CIP plans and the establishment of operating expenses. Evaluate cost of fees and services provided by the city to ensure cost recovery. Compare fees charged and not charged with other jurisdictions.

**Subtask 3.1: Revenue Requirements Analysis:** Complete an analysis of the sufficiency of waste rate revenue and fees charged to meet annual obligations:

- Collect financial and capital planning information
- Evaluate capital funding
- Project future operating expenditure needs
- Test cost recovery and customer impacts
- Review policy considerations

**Subtask 3.2: Rate Design:** Working with City staff and leadership to determine those cost recovery goals that should be targeted through a utility pricing structure. Construct a schedule of rates that recovers the needed revenue to achieve full cost recovery.

**Task 4. Citizen Involvement****Subtask 4.1: Coordination and Documentation:**

Coordinate meetings at key points in the process and develop materials that succinctly present and document the study products. Tasks to achieve this are described below:

**Meetings**

- Review progress and findings with City staff
- Present findings to Citizen Utility Advisory Board (attend 2 CUAB meetings)
- Townhall (Present Final Draft)
- Present recommendations to City Council (attend 2 Council Work Session and 1 Council Regular Session)
- Prepare documentation

## Proposal Requirements

Consultants are encouraged to provide clear, concise proposals that contain only information required responding to the engineering needs of this project. The proposal shall be limited to 15 single-sided pages. Use Arial font, at least 12 point. Excluded from this count are the resumes and the copy of a recent similar project. At a minimum, each proposal shall include the following:

1. General Information – The consultant shall provide general information describing the firm size, office locations, and relevant firm capabilities.
2. Project Schedule – The consultant shall submit a proposed project schedule identifying key tasks and milestone dates and their associated duration. The City desires to complete the Wastewater Master Plan on or before June 30, 2008.
3. Project Team – The consultant shall identify the team to be assigned to the project by name: this includes project manager, and other key team members. Resumes for team member shall be provided.
4. Experience/Qualifications – The consultant shall submit a copy of one recent similar project that reflects the quality of their work. They shall also provide information on recent projects similar in nature to the proposed project to document the consultant's expertise, experience, and ability to complete the proposed project in a timely manner. A list of three project references with name, address, phone number, and contact person(s) shall also be provided.
5. Project Approach – The proposal shall identify in sufficient detail the consultants approach to and understanding of the project for each distinct phase of the work. The proposal should also address approach to quality control and quality assurance, methods for managing cost and time to ensure product delivery on time and at budget and techniques for dealing with unanticipated changes during the project.
6. Project Cost – The consultant shall provide a breakdown outlining the projected hours to be spent on the project by each team member for the serves described in the Scope of Work. A professional service rate shall be provided for each team member. A not-to-exceed amount for full project completion, based upon the Scope of Work, shall be provided.

Sealed proposals for Consulting Engineering Services [three (3) copies of each proposal] will be received at the City of Milwaukie Public Service Facility until 5:00 PM (PST), on Friday, December 21, 2007 and shall be addressed to:

Jason Rice, Associate Engineer  
Wastewater Master Plan Update 2007  
City of Milwaukie  
6101 SE Johnson Creek Blvd.  
Milwaukie, OR 97206

Jason Rice, Associate Engineer, is the City's Project Manager for this work. Please contact Jason at (503) 786-7605 with any inquires regarding this Wastewater Master Plan Update.

## Evaluation of Proposals

The City selection panel will evaluate proposals based on the following criteria:

- |    |   |           |
|----|---|-----------|
| 1. | Recent firm experience on similar projects. The City is interested in the experience of the firm's office proposing to provide professional engineering services. Copy of recent similar project. | 25 Points |
| 2. | Key team members' qualifications and recent experience on similar projects.   | 25 Points |
| 3. | Proposed project schedule.  | 15 Points |
| 4. | Project understanding and approach.   | 25 Points |
| 5. | Professional service rate schedule and not-to-exceed amount for completion of the project based upon the scope of work described above.   | 10 Points |

## Protest Procedures

Protests regarding this RFP must be presented in writing ten calendar days prior to the RFP due date and shall be addressed to Jason Rice, Associate Engineer, City of Milwaukie, 6101 SE Johnson Creek Blvd., Milwaukie, OR 97206. Protests shall include the reasons for protest and any proposed changes to RFP requirements. No protest shall be considered after the deadline established for submitting such protest.

## Other Instructions

Any amendments to the RFP will be furnished by written addendum to all those holding RFP documents. Any RFP received after the exact time specified for receipt will not be considered and will be returned unopened. The City will furnish no material, labor, or facilities unless specified in the contract.

Attachments:

- A. Proposal Form
- B. Professional Services Agreement
- C. Regional Wastewater Treatment Options Study (WES, Feb 2004)
- D. Milwaukie Wastewater System GIS Map\*

\*The most recent Milwaukie GIS waste system coverages will be e-mailed as .e00 files to those holding RFP documents.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE AWARD OF CONTRACT FOR THE COMPLETION OF THE CITY'S 2005 WASTWATER MASTER PLAN.**

**WHEREAS**, the City is working under an outdated (1994) Master Plan ; and

**WHEREAS**, the project was approved for funding in the 2007/2008 budget; and

**WHEREAS**, a formal request for proposal process following the City's Public Contracting Rules was conducted, and

**WHEREAS**, Parametrix, is the lowest responsive and responsible bidder;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Milwaukie authorizes the City Manager to sign a contract for the completion of the City's 2005 Wastwater Master Plan with Parametrix, in the not to exceed amount of amount of \$69,810.72.

Introduced and adopted by the City Council on February 5, 2007.

This resolution is effective on February 5, 2007.

\_\_\_\_\_  
James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:  
Ramis, Crew, & Corrigan, LLP

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

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

## MINUTES

### MILWAUKIE CITY COUNCIL WORK SESSION

December 4, 2007

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

Council Present: Mayor Bernard and Councilors Barnes, Loomis, and Stone

Staff Present: City Manager Mike Swanson, Operations Director Paul Shirey, Community Development / Public Works Director Kenny Asher, Planning Director Katie Mangle.

#### **Wastewater Issues Update**

**Mike Kuenzi**, Water Environment Services (WES), said the main thing he wanted to accomplish at this meeting was to bring Council up to speed on where they were and talk about the impact to Milwaukie. The Citizens Advisory Committee (CAC) was formed in February 2006, and they submitted their strategic recommendation to the Board of County Commissioners (BCC) in September 2006. There were two recommendations, which were to build a new plant and to close the Kellogg Treatment Plant when economically feasible. That recommendation was considered by the BCC for quite a few weeks, and they asked staff to prepare an implementation plan based on the basic recommendation which the Board accepted in December 2006.

He went through the plan and explained the four different elements: construct new capacity to meet the District's immediate needs for current serious problems; complete the conditional assessment of Kellogg Treatment Plant and those issues would be to look at a 10-year operational plan and what would that investment look like, and if they went forward and looked at a longer time period, how would that investment change. A Steering Committee was created to reinstate the regional dialogue to approach wastewater challenges from the community solutions effort, and the Site Selection looked at possible locations. Construction was slated for spring of this year. They completed the assessments of Kellogg and those short-term investments were in the information handout given to Council. Ten-year and beyond investments were in the rate profiles that were being developed now for the new plant because that was part of the whole equation. They should have those costs out in about 2 weeks. The Site Selection Committee began with approximately 15 sites and recommended 3 different locations to the BCC in November 2006. The community wastewater initial dialogue was completed.

**Mr. Kuenzi** explained the challenges of phase 1 for the immediate work that needed to be done. The Kellogg Treatment Plant was over capacity right now. CCSD1 had been running treatment capacity from Tri-City, which meant that Tri-City would not be able to meet its own growth needs within 3 years. Part of the challenge was how to replace that capacity so that Tri-City was not impacted and still could meet CCSD1 needs. The renewed Kellogg Treatment Plant permit was much more restricted. Another challenge was how to make an investment in Kellogg and still meet the long-term goal of the BCC, which was the decommissioning of the Kellogg Treatment Plant. The Kellogg Treatment Plant was now also a non-conforming use.

**CITY COUNCIL WORK SESSION – DECEMBER 4, 2007**

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The decision criteria in developing a Phase 1 program was: to relieve the current waste load pressure on Kellogg; avoid development restrictions; reduce the potential for stranded investment that would be abandoned 10-15 years in the future; minimize the impact of CCSD1 on Tri-City; and ensure growth pays its own way through SDCs and other assessment districts.

### **Capacity Management Plan**

Phase 1 essentially focused on the Kellogg Treatment Plant, and that focus would be an investment on the critical systems that need to be refurbished to make it last 10 more years. That investment had been slowing down over the last couple years because they were waiting for this outcome. The second piece was to build interim capacity at Tri-City to divert more flow, and to return the capacity and accommodate growth. The last piece was the transfer conveyance systems between the 2 districts. The cost was \$110 million in 2007 dollars. \$60 million would be invested at Tri-City, about \$7 million at Kellogg, and \$44 million in conveyance improvements. Paying for that would essentially come from a combination of savings and borrowing. CCSD1 had about \$20 million slated to begin construction, and they would need the balance probably through some type of a bond program. He would be working with the BCC in the next couple of weeks to figure out how to do that. Essentially Phase 1 would adjust CCSD1 rates from \$26 per month to \$37 per month. The preliminary numbers were showing about an \$11 increase across the entire service district. The system development charges (SDC) associated with that would essentially be about \$2,200 per connection up to \$5,200. A large portion of that program was still the growth component for which SDCs could be charged. If they looked at the intergovernmental agreement (IGA), the overall concept between the 2 districts was that CCSD1 would build that new capacity at Tri-city under a ground lease contract, and CCSD1 will pay rent for that lease. The idea was then to sell back that capacity when it was needed for growth starting about 2015 to 2025. The incentive was to allow Tri-City to buy that back at 2010 construction dollars as opposed to replacement costs. Then how did CCSD1 benefit from that? It preserved the option to decommission the Kellogg Treatment Plant by minimizing that investment. It also provided the potential to reduce the net cost of the capital program and essentially bring \$63 million back into CCSD1 allowing them to pursue the new plant. It lowered the overall net cost of the Phase 1 program. This could be accomplished in a timeframe that avoided development restrictions. The timeline to have it built was 3 years, and if he missed that date then he would ask the BCC for a moratorium.

They looked at Tri-City's capital needs over the next 20-30 years going it alone without CCSD1. He showed how that would impact its rates. Then they did the same rate profile assuming that they buy back the capital investment from CCSD1 at those specific times that were set. It flattened their overall rate curve. He discussed the escalation cost, which showed the rate in 2033 that was equivalent to today's rate when adjusted for inflation and would be about \$25. The reason for showing that was that when talking about \$30-50 in the future it did not make a lot of sense unless you have a relative base to compare it to. It told Tri-City that their rates would level over time if they agreed with this plan.

How did that impact Milwaukie? The BCC asked them to review what options were available to distribute cash fairly across their entire customer base. Their goal was a fair and equitable sharing of the anticipated cost. They also asked once they got through that to modify the existing wholesale contract that CCSD1 had with Milwaukie. He went through the four different options that he presented to the BCC. When you look at a wholesale contract without district membership

it broke down into 3 cases. Right now the existing agreement had Milwaukie picking up a percentage of operations and maintenance (O&M) costs for the Kellogg Treatment Plant. It did not normally have that capital component other than when amendments had been negotiated. So they suggested for case 1 a proportional O&M cost plus a portion of the \$7 million upgrades and a risk premium. The risk premium was because the District was taking the financial risk with the bonds, and Milwaukie was not. Case 2 was similar only it was a portion of O&M plus a portion of \$66.1 million for existing capacity shortages. The \$66.1 million represented the capacity requirements that the District had right now even if they restricted growth. Case 2 did not have a growth component and it also had the same risk premium as in case 1. Case 3 basically shared the total cost of the Phase 1 program against all the customers plus the risk premium. The interesting thing about case 3 was that since customers were sharing the cost each customer would get a portion of the SDC's that were collected because of the contribution to the entire cost of the program. Case 4 was a wholesale IGA with district membership and annexation. That was very similar to case 3 without the risk premium because if you were in the District you had the same financial obligation as the other customers.

The next graph showed the impact to CCSD1. The impact was not that significant to the District primarily because of the size of the customer base. The impact to Milwaukie on case 1 was similar to today in the \$7 range. Case 2 would be in the \$20 range. Case 3 was approximately \$30, and with annexation in the \$23-\$24 range. It was a pretty significant impact to Milwaukie from a wholesale rate standpoint, and the numbers were fairly close to what the District would experience. The BCC agreed to start working toward putting case 2 in place. They did not feel it was fair to saddle the City with a portion share of the growth if it was not part of the District, but they did feel it was an obligation as a customer to participate in some of the shortfalls. In addition, as they went forward they would like to talk about annexation as a possibility because there were a lot of different avenues.

He talked about community dialogue. He went back to the BCC a couple of weeks ago and asked them to suspend the Site Selection Committee until April 1. The reason was that he wanted one more chance to put a community agreement together in a more structured forum. The purpose in the charter was to create an alliance or partnership agreement. There were four different parts: to find what the cost benefit was for each partner interested in going forward, start to develop the equity and cost allocation models and how that would impact a rate formula, talk about governance models, and to ensure quality management and adequate participation in investment and policy decisions. He was going to put some framework of an IGA in place by April with whoever was still at the table at that point in time. He would essentially ask the city managers to work with staff to develop the elements and then feed that up to a group of elected officials. He hoped to get through that in a 4-5 month and have the basic framework put together. If they could not get there by April he would ask the BCC to go forward with the new plant option or give a different direction.

His next steps were to move forward with community dialogue. He needed to refine the impacts of Phase 1 in their modeling from a rate and SDC standpoint. He needed to secure all of the permits and financing by June so they could start by FY 2008 – 2009. A big portion was to put a new contract in place with Milwaukie as well as the IGA with Tri-City.

**Councilor Barnes** wanted to know the timeframe of the election of the representatives on the governance structure.

**CITY COUNCIL WORK SESSION – DECEMBER 4, 2007**

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**Mr. Kuenzi** said he would meet with the BCC on December 18 to layout the process. He would invite each of the cities to elect its own representative, and he hoped to have the first meeting during the third week of January.

**Mayor Bernard** commented that currently they were looking at a structure with a middleman. It seemed that this would build a lot of structure and everyone was getting a piece of the pie. The rate appeared to be higher than the Clearwater proposal. Did Milwaukie get a portion of the SDC's when it helped pay for previous upgrades at Kellogg?

**Mr. Waugh** said there were no SDC arrangements with the City in the existing agreement.

**Mr. Kuenzi** said at this point the SDC's were purely a District revenue source. It could be argued in a community dialogue that might be part of the equity brought to the table. It was purely contractual and not a District function. He wanted to address Mayor Bernard's other question and explained he was given a very specific charter by the BCC on this, and it was not to go back and look at what was done in the past as a comparison. He was hoping to do that as part of the community dialogue. The reality was they still needed to go through with the immediate program, and we would all share in that.

**Councilor Stone** asked if Phase 1 was compared with Clearwater.

**Mr. Kuenzi** said they were not going to look at Clearwater, but it was one of the options in the community approach. It would look different than Clearwater, but they were going to look at that and do some comparisons. A new plant concept would be expensive, and he did not believe CCSD1 could afford it at this time. They needed to do some comparisons to other alternatives.

**Mr. Waugh** said Clearwater had been some years ago now, and the whole plan would likely be different now in terms of cost and challenges of environmental changes.

### **City Councilor Interview**

**Mr. Swanson** announced Mr. Lancaster had decided to withdraw because of work obligations. Mr. Lancaster had asked that Council not make an appointment solely with the idea that appointee had to run in March.

**Mayor Bernard** provided the background and process.

The first interviewee was Mary King

**Ms. King** said it was an honor to be interviewed for the position because she really enjoyed and was proud of being a former councilor. She read a statement detailing her experience and priorities for Milwaukie.

**Mayor Bernard** asked, "What do you bring to the position that is unique?"

**Ms. King** responded that she brought experience, a love of the City, a real ability to establish bridges between people to bring people together for a common cause. She said she brings a good sense of humor. She works well in a group. She respects the differences in everyone.

**Councilor Barnes** asked, "How will your presence on the City Council positively influence or change the current Council dynamics?"

**Ms. King** said she had worked closely with all of the Councilors in one form or another. She would like very much to give something to the current council so that everyone could all trust each other, which was very important to her. She

would be well read by the time she got to the meetings and she thought they needed to have a workshop on the communication agreement so they were committed to it and they could count on each other.

**Councilor Stone** asked, “The City Council is frequently called upon to decide contentious issues, what and how would you personally contribute to bridging the gaps between community members and/or groups?”

**Ms. King** said she was a good listener. She said her first council meeting was all about light rail and that was a very contentious issue. At that time they were not a cohesive council so they had to work hard for that. She remembered during her first year on council it made her very sad because people would get angry with her and it was hard on her because she wanted to please everyone. Then she learned that you had to really listen, know the facts but you have to be willing to make hard decisions for the betterment of all. The JCB widening project was also difficult and she worked so hard to learn all she could about that and listen to the bicycle people, the walking people and the neighborhood people and again had to make decisions that she didn't like at all. All through that the Council disagreed but then they disagreed behind the doors and worked it out and wasn't afraid to talk to each other.

**Councilor Loomis** asked, “Define the two most critical issues facing the City and describe what you as a City Councilor can or will do to solve them?”

**Ms. King** answered getting light rail in the City in an accepted and safe manor was very important. She would like to see it go through and she would work very hard on the site issue. She felt that education was very important and to talk to people and making them feel part of the decision made it much easier. She said what was going on in our Country was going to affect us and whether we knew it or not the citizens of Milwaukie were not sure they were going to have jobs or if they were going to be safe. It was important that our City Council perhaps assume more of a role in working with the federal governments and letting our citizens know we were doing that so we could make sure we were all safe. The City needed to start working on the global warming issue and provide our citizens with the tools so they could work on it too. She was very much an environmentalist.

Second interviewee was Patty Wisner.

**Ms. Wisner** said she was here because she thought this was an interesting opportunity to experience leadership at the council level. She experienced leadership as a Neighborhood Chair and Vice Chair and commission and committee member. She wanted to learn more about the Council and bring some of her experience to the Council. She had commonalities with council and cared about livability, the library, citizen representation, riverfront and downtown development. She was very concerned about downtown development. She wanted development to be done beautifully that we could be proud of it. We need to be pro-business and help entrepreneurs here in Milwaukie and those who would like to locate her. She was interested in public improvement ordinances and that had been discussed by the DLC and to take another look at it with the DLC, Planning Commission and City Council. She wanted to see a decision made that would bring balance to public improvements that would help small business people re-locate to Milwaukie. She was concerned about transportation, specifically public transportation. There was a lot of regional concern regarding light rail and crime and how that would affect Milwaukie.

**Mayor Bernard** asked, “What do you bring to the position that is unique?”

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**Ms. Wisner** replied that she was one of the few people who had lived here a long time and had lived here continuously. She has observed Milwaukie every day for over 50 years so she has had a really accurate view of what had gone on in the City. Knowing that Milwaukie used to be a town that was extremely proud of how busy and thriving it was and how much residents had wanted that to continue and had been very dismayed that it had not continued between the 1970's through the 1990's. Finally, we were thankfully seeing some really good activity happening in Milwaukie and seeing some new vibrancy coming in and that was thanks to a lot of effort from not only City Council but the citizen volunteers who had worked so hard to keep working in that direction. She would like to see that continue, and would encourage that as a City Councilor to see Milwaukie reach those goals and become the City that it should have always have been.

**Councilor Barnes** asked, "How would your presence on the Council positively influence and/or change the current council dynamics?"

**Ms. Wisner** said she though the current council had a lot of diverse views and sometimes there was a lot of back and forth discussion to reach a consensus, and she said they all had a fairly accurate picture of her leadership style and what she stood for. She had 10 years experience on the DLC, and they were a really dynamic group now. There were some pretty diverse opinions among the members and but they deal with each other amicably and in a friendly matter. They didn't always agree with each other and they sometimes all had different opinions over an issue but they were always able to discuss it in a positive way and they always left their meetings in a really positive mood. It was a real pleasant experience and she had enjoyed being on the committee and she especially enjoyed the dynamic interaction, they respected each other's right to their opinion.

**Councilor Stone** asked, "The City Council is frequently called upon to decide contentious issues, what or how will you personally contribute to bridging the gaps that occur between community members and our groups?"

**Ms. Wisner** said what she wanted anyone in Milwaukie to know about her was that this town was in her heart and she was grateful for the town and she wanted others to have that experience. She didn't have allegiances and was not trying to gain points with any political party; she was not trying to gain points with Metro or TriMet. When making a decision she would think how it would affect Milwaukie as a whole and then make a decision. She would be coming in objectively and not with any strings attached to any group. When she listened to citizens that came in she would listen to them and hear what was on their heart and their concerns and she would try to make a decision on any issue, which would keep them safe and thriving in Milwaukie.

**Councilor Loomis** asked, "Define the two most critical issues facing the City and describe what you as a City Councilor can or will do to solve them?"

**Ms. Wisner** replied that over everything was growth, growth pressures and learning to deal with what they can do with that and transportation due to the growth. Her core focus would be to promote solutions and development that would not attract crime and were not known documented crime magnets and to promote development and change, which allowed Milwaukie to flourish and decreased the likelihood of crime in the City.

Third interviewee was Greg Chaimov

**Mr. Chaimov** thanked the Council for their attention and appreciated their consideration in keeping with what he hoped would be his conduct if he could

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earn their confidence. He would be keeping his opening statement brief so that he could spend as much time as possible listening. He said when he campaigned last year going door to door and one of the consistent messages that he heard from the Milwaukie citizens was that they wanted a City government that was characterized by civility and by thoughtfulness. He said he could offer someone that and could work with civility and thoughtfulness. He had spent the bulk of his professional life working in a highly charged partisan atmosphere the entire time as a non-partisan staffer. That work he liked to think had given him some experiences that would be of assistance to Council and to the community.

**Mayor Bernard** asked, "What do you bring to the position that is unique?"

**Mr. Chaimov** said first was a great depth of experience in dealing with serving on a board and other government bodies throughout the county. He served on the County Vector Control District and was twice selected as Chair. He served as the vice-chair of the county historic review board. He served as the vice-chair of the commission that traveled around the county to formulate the ordinance that the citizens of the County recently passed to increase the BCC from three persons to five persons. Those efforts he liked to think had enabled him to develop skills and work collaboratively in government as well as meeting and getting to know people well throughout the County whose positive view of Milwaukie was important for the City's success.

**Councilor Barnes** asked, "How will your presence on the City Council positively influence and/or change the current Council dynamic?"

**Mr. Chaimov** responded that more than anything he hoped to be able to lead by example and by demonstrating the benefits of listening. Despite his profession most people would characterize him as introspective. He spent much more of his time listening than he did talking although he feels it is very important for public officials to make sure when it comes time to talk that talking is done in the most respectful manner and in a way that makes clear to everyone particularly to the people who may not be in favor of a decision on a particular issue. It was important to make it clear to them that their views were heard, valued and if they continue to keep speaking would continue to be valued and when the merits were appropriate they would prevail.

**Councilor Stone** asked, "The City Council is frequently called upon to decide contentious issues, what or how will you personally contribute to bridge the caps between community members and/or groups?"

**Mr. Chaimov** said his hope was that he would be able to get out into the community to meet with all of the neighborhood organizations, which were the backbone of this community, to where he would hear from everyone who had a stake in the process and he is aware of that. For example, people in the Linwood neighborhood may have a different view of issues than his neighborhood in Island Station and making sure that he covered the entire community and make sure he was listening to everyone on the issues. That struck him as the best way to make sure that issues that might on the surface be decisive end up not being.

**Councilor Loomis** asked, "Define the two most critical issues facing this City and describe what you as a City Councilor can or will do to solve them?"

**Mr. Chaimov** said the number one issue facing the City right now was the tendency of the City to divide into camps. There was a perception among a great number of people in the community that they weren't being heard. They may speak but their words seem to bounce off and allowing those people to feel as if

their views matter even if they didn't succeed. They themselves need to feel they are the government and the government is them. That was the most important thing that this City government could do to make sure that whatever decisions the City Council made were those that everyone in the community could support even if it wasn't their preferred result. From a substantive standpoint from how should the City look some years from now a major challenge to the City right now was how to revitalize the downtown core while at the same time maintaining the character, in particular in the Historic Milwaukie Neighborhood. We needed to be cognizant of the fact that our downtown and that neighborhood were right next to each other, and any time that we were encouraging people to come downtown, which we need to do, we need to make sure that as we were making those decisions we were doing so in a way that took into account the needs of the people that were most likely to be affected by those decisions.

Final interviewee Brendan Eisworth

**Mr. Eisworth** introduced himself and said he had lived in Milwaukie for 12 years and had owned property here for 9 years. He has had a rental house for 5 years with about an acre property in the Historic Milwaukie neighborhood. He had worked at the Portland Waldorf School for 2 ½ years. He lived, worked and played in Milwaukie. He saw the heart of Milwaukie every day. He ran the Farmers' Market along with the mayor and he had done that for 9 years. His involvement in the market has been a great source of community involvement and celebration and it had turned into something that was amazing and there were people coming from all over to visit the market. Those people saw Milwaukie in a positive light, which was great and he would like to do more things like that and create things like the Farmers' Market and create a community that could be positive and people could see something that was encouraging to potential business owners and potential families that want to move here. He liked to see things like the Farmer's Market and the Waldorf School that was served by wildlife habitat that was environmentally friendly. He would like to do things to clean up Milwaukie. Milwaukie was a beautiful town with a beautiful waterfront but there were things that need be addressed, one of which was what does Milwaukie look like and sound like to people from the outside? What did they see when they came here and would they be willing to move their family here and invest in a home here when there were options to invest across the river? Would they be willing to move their business here when there were opportunities to invest in other areas that are taking off like in Portland? He would like to look and learn from other areas in Portland that have taken off over the years and how find out how we could encourage private investment in Milwaukie so we could have those same things. He wanted a thriving downtown that was clean and beautiful that people could come to and be happy to raise their families in. He and his wife were raising their 1-year old here in Milwaukie and he decided to stay here with two properties and not sell out when the market was better. He could have flipped his second house and instead chose to stay here and raise his child here.

**Mayor Bernard** asked, "What do you bring to the position that is unique?"

**Mr. Eisworth** said that he lived here. He walked here tonight and he walked and biked in this town every single day. That was how he got to work. He saw the transit center every single day. His duties at the Waldorf School entitle him to walk around the entire school every day and look for anything that could be hazardous to the school children. He sees what Milwaukie looks like. He eats downtown and gets his hair cut downtown. He lived and breathed Milwaukie. He knew public transportation because he grew up using it in Philadelphia. We

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needed to find out how to improve what we have and that is what he would like to help do.

**Councilor Barnes** asked, "How will your presence on the City Council positively influence and/or change the current council dynamics?"

**Mr. Eisworth** said that hopefully he could try to be a unifying force. He hoped that whoever was appointed it would be somebody that could work with everyone on the City Council, as that was needed. We didn't need somebody who came to in with their mind made up on what they wanted to see Milwaukie become. He didn't know what Milwaukie should be become and he can't say that he had the answers of how light rail could happen and what would happen with that. He didn't want anyone on City Council to have his or her mind made up prior to any decision. He wanted them to have open minds to listen to everyone that came to Council no matter who they were. If somebody came to City Council to speak their voice they were coming for a reason not because they didn't have anything better to do. Council should digest what a person had to say and figure out what people were saying. They cared about Milwaukie if they were willing to come here and speak their mind, which was great about Milwaukie. People do care.

**Councilor Stone** asked, "The City Council is frequently called upon to decide contentious issues, what or how would you personally contribute to bridging the gap that occurs between community members and/or groups?"

**Mr. Eisworth** said the main thing was letting people be heard. If they had to speak their voice then we have to let them be heard. If we don't let them be heard and we tried to silence them or cut them off or limit them in any way there would be a lot of angry and frustrated people. Council might not agree but they have to listen. He would be open and honest in any decision that was made. Decisions should be transparent unless there is transparency all along the way somebody was going to say that they were not listened to or heard.

**Councilor Loomis** asked, "Define the two most critical issues facing the City and describe what you as a City Councilor can or will do solve them?"

**Mr. Eisworth** replied number one was to put Milwaukie in a good light. There was a stigma that Milwaukie suffers from and he was just talking to someone today that grew up in West Linn and they still hear from family members that live over there that speak negatively about Milwaukie. What can we do to show people all of the City attributes? People need to think of Milwaukie as a beautiful place. We needed to be honest with ourselves and look at things like the transit center and be forceful with TriMet and say that we needed lights here. The lack of lighting at the transit center is a threat to citizens and his family that lived and walked here every day. We needed to deal with those kinds of issues. Also, the shopping cart ordinance that has been passed, was up to City Council to make sure that was enforced, which cleaned up our streets.

Mayor Bernard called for a recess.

### **Appeal Briefing**

**Ms. Mangle** gave a briefing on an appeal that has been filed with the public hearing on December 18. She was giving some background on the code section that applied and showed the chronology of the review process and explained the grounds for the appeal that the appellant had submitted to the City. She said it was a complicated case and wanted to let them hear about it early, and then she would come back on the December 18. She walked through Attachment 6. It involved a property at the corner of Main and Monroe Streets. Main Monroe



Partners, LLC was the applicant, and Mr. Parecki had been the primary representative. In April 26, 2007 when Mr. Parecki was developing the design for the project he had scheduled a pre-application conference with planning and engineering staff. He primarily he talked about land division. There were two buildings on the site, and he was interested in dividing the two. They explained the land division process and also the design review process, which applied to his project. Public area requirements would likely apply along with other requirements such as SDC's. It was a standard pre-application conference as they had with many potential applicants. Staff did make a point in that meeting of encouraging Mr. Parecki that the public area requirements would apply and to discuss and work that out early. He did not come back in until August 31 when he applied for the building permit. The building permit was for a substantial remodel of the building with interior and exterior changes and the exterior changes were subject to design review as mentioned. They spent the next few weeks reviewing plans for compliance with the City Downtown Design Guidelines, and the proposal passed. It planned to do a really nice job of improving the façade with brick veneer and restoring windows in a way that met the design guidelines. In the process of doing that design review they also reviewed the site and not just the building and found that the frontage of the building did not meet design standards. They also gathered information about the size of the building permit, which was approximately \$250,000 and the value of property. She brought Council's attention to public area requirements section 19.B.2. Once they realized that section did indeed apply they also realized that it would be a pretty hefty requirement for that project. She conferred with the City Attorney to see if he had any guidance on how staff needed to apply that part of the code. He said that it was printed in black and white and that it stated, "it shall comply with the public area requirements plan", but we needed to consider direct proportionality. It was the City's legal responsibility to make sure staff was only requiring actions of any developer that are in rough proportionality to their impacts related to that development. At that point she made a code interpretation because there was nothing about proportionality in the code, so staff drew upon other information which was done occasionally. To ensure improvements were proportional to the impacts she asked Mr. Weigel of the engineering staff to prepare a quantitative proportionality analysis. He looked at the changes in use, square footage, trip generation, and equated impact to linear footage. That was a standard type of analysis. It did show sufficient impacts from the project that the City could require the full improvements. She sent a letter to Mr. Parecki informing him of the public improvements and gave him the opportunity to provide his own proportionality analysis. Offering the applicant the opportunity to provide his own analysis of the impacts was not in the downtown portion of the code but was in other sections. Mr. Parecki requested a meeting. He then sent a letter agreeing to spend up to 10% of the building permit value on public improvements or \$25,000. We also needed to consider exactions proportional to impacts plus a nexus analysis that took into consideration the connection. So planning staff did a nexus analysis and they found there were a lot of benefits. The property would benefit from the type of improvements required such as trees, sidewalks, and lighting. On October 5, 2007 they sent a letter to Mr. Parecki that approved his design plans. Then they sent a second, separate letter that outlined the public improvements. There were three areas of the street frontage. There was the Main Street frontage, Monroe Street frontage, and the intersection. She referenced a table that showed what would be required with full compliance. Staff interpreted the code in two steps. First she considered rough proportionality, and the engineering analysis said due to the impacts they could require all those things. In the second code interpretation she made was that

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when the code said the development “shall comply with public area requirements” that didn’t mean that we should tear out everything and make it perfect. If there were a sidewalk even if it was not wide enough or did not match the scoring pattern exactly, then staff would not make anyone tear out that sidewalk unless it was really deficient. The focus would be on adding things that were missing. So using that logic, which would now be applied to all applicants, they were able to reduce the list of improvements, which were included in the October 5 letter to the applicant outlining all of the requirements for the project. Staff asked that Mr. Parecki send a letter that agreed to those improvements prior to releasing the building permit. The improvements would not be required to be completed prior to the certificate of occupancy and covered future tenants as well. Based on that letter, on October 8 Mr. Parecki submitted an appeal to the Planning Commission. The Planning Commission held the appeal hearing on November 13, and the applicant primarily complained that that staff did not do the proportionality analysis correctly. That would be what the Council hearing on the 18<sup>th</sup> would focus on, and more detail would be provided.

**Mayor Bernard** asked if the basis of the appeal could only address the proportionality analysis.

**Ms. Mangle** said first appeal was broad, and the Planning Commission voted 4:2 to deny the appeal. They had asked for clarification on the appeal that was filed on November 20 to City Council, and they clarified that it was about the proportionality analysis and how it was applied to the project. It stated the staff assessment was not properly done and was not constitutionally valid.

**Councilor Barnes** asked for a total cost estimate for the reduced list of improvements as well as background on Mr. Parecki’s previous project.

**Ms. Mangle** said a big issue at the Planning Commission hearing was the consistency with which that part of the code section had been applied in general. With his previous application he was not required to do these types of improvements. She believed it was because the McLoughlin Boulevard Enhancement project was under construction at about the same time and that project did end up replacing the sidewalks. They didn’t do any of the other pedestrian amenities and she was not sure what happened. With the Scott Street side on the north of the building there are no requirements for public area because the plan calls for that street to be closed. There were requirements he could have done, and she did not know much about that because she had not started working for the City of Milwaukie at that time. She said there were two times that they found that the code was not applied when it should have been, and those projects were Graham’s Bookstore, and the Archery store project. They were both in 2005 and were \$10,000 building permits that probably would have been required to do \$1,000 level of improvements.

**Councilor Chaimov** said he would to get guidance from counsel before meeting on December 18.

**Mayor Bernard** said to go through Mr. Swanson.

**Councilor Stone** said she also would like the cost of the full list of improvements in addition to the reduced list that Councilor Barnes request for comparison.

**Mayor Bernard** recessed the work session at 7:02 p.m.

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Pat DuVal, City Recorder

## MINUTES

### MILWAUKIE CITY COUNCIL WORK SESSION

December 18, 2007

**Mayor Bernard** called the work session to order at 6:00 p.m. in the City Hall Conference Room.

Council Present: Mayor Bernard and Councilors Barnes, Chaimov, Loomis, and Stone

Staff Present: Operations Director Paul Shirey, Community Development / Public Works Director Kenny Asher,

#### **Mental Health Services**

This report was rescheduled.

#### **Proposal to Form a Clackamas County Extension Services and 4-H District**

**Prof. Michael Bondi**, Extension Agent, Clackamas County, discussed the proposal from the County Commissioners to form a special service district. He explained the programs provided by the extension service, and that it was the off campus branch of OSU. Every state in the US had a land grant university, which goes back to the days of Abraham Lincoln, and it was mandated that the states set aside land and set up a public university system. Unlike other universities that have a function or a mission of doing research and teaching the land grants had a third mission of extension outreach, which is engaging the community. As a result, he serves in Clackamas County with 5 other faculty members of OSU that live and work here in the community. The land grant extension was set up with a cooperative funding arrangement. For the last 90 years in Clackamas County they operated under the Federal mandate of three funding partners. Federal dollars come to the university to provide money for research that becomes the knowledge base that is extended into the community. The State has the obligation of providing the salary for faculty so the faculty members are state employees and faculty of the University. The County provides local funding, which provides office space in the local community and support staff. The three way funding is a requirement in order to have extension. There was currently no extension program in Multnomah County because they zeroed out the funding from their general fund. It was the only county in the State of Oregon that did not have an extension program. For those not familiar with extension by name programs included 4-H, Master Gardeners, family farm owners, food nutrition and aging, and low impact development. Even though they have been around for 90 years they have struggled with all 3 funding sources. In November 2006 the Advisory Council suggested that he contact the County about forming a district for a stable, long-term source of funding to build programs. There was a series of meetings with County officials and in April the Board of County Commissioners (BCC) indicated it would like to form a countywide district. The next step in that process as the staff chair of the extension office was that he was given the task of talking with all 17 cities. The proposal was for a countywide special service district with a permanent tax base of up to \$0.05 per thousand. They would then need the support of each City in the form of a resolution endorsing the process to move it forward. The BCC had asked him to come back to them by the end of February 2008 with responses from each of the cities

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to help them decide whether or not to go forward with the process of putting the matter on the November 2008 ballot.

**Councilor Stone** asked if a majority of the 17 jurisdictions adopted a resolution did it have to be all cities or just a majority for the BCC to proceed.

**Mr. Bondi** replied that he thought the BCC objective would be to cover the entire County, but they have told him they were prepared to consider something less.

**Councilor Stone** asked where they are currently located.

**Mr. Bondi** responded that they are currently located at 200 Warner Milne Road east of the County Tax Assessor's office.

**Councilor Stone** understood the funding mechanism. What was the cost to voters now as opposed to the proposal?

**Mr. Bondi** replied there was not a direct millage rate that he could quote because it currently came from general fund. They had been fortunate over the last six years with the Secure Rural School Funding. The BCC had been unable to expand the extension budget, and the annual general fund amount dedicated to extension had been the same since 1987. The budget had been flat for about 20 years. The BCC thought it was logical to fund education with the Secure Rural Schools funding but were not sure what Congress would do at the end of the funding cycle. He noted there was another facility in Clackamas County which was the North Willamette Research and Extension Center located across from Charbonneau in the Aurora area. It was a 160-acre farm that was donated to Clackamas County and the University had been leasing it for \$1 per year for the last 40 years. That is where they do all of their research and where the farm commodities were grown and the extension technology outreach was done.

**Councilor Chaimov** asked what a typical Milwaukie resident was likely to ask for in the way of services.

**Mr. Bondi** replied literally everything from soup to nuts. He provided a copy of a handout that depicted services. Last year they document over 51,000 requests for information from his office. Clackamas County had the largest 4-H Club program in the State with 35 adult volunteers living in Milwaukie and 59 participating youths from Milwaukie. The other major programmatic areas were family and community education (FCE), Nutrition Education Program, Family Food Educators Volunteers, Forestry Events, and Master Gardener Volunteers.

**Councilor Chaimov** asked how the proposed levy compared to others recently approved such as Soil and Water Conservation.

**Mr. Bondi** said it was very similar to it in the sense of the amount of \$0.05 per \$1,000 countywide levy.

**Councilor Barnes** asked how much money the levy would generate.

**Mr. Bondi** replied if fully funded at \$.05 it would generate approximately \$1.5 million. Right now total contribution to the extension was \$232,150, and the Title 3 money was about \$150,000. The County was obligated to provide the facility and building location that was valued at approximately \$40,000.

**Mayor Bernard** asked what kind of relationship there was with the farming community.

**Mr. Bondi** said very often farmers contacted the agricultural extension service. The belief in 1900 when extension started nationally was that American

agriculture needed to be the best agricultural system in the world, and the way to do that was through education and research. Extension had the responsibility of taking that information to the community. The extension program had helped shape Clackamas County and much of that was certainly agriculture and natural resources. The reason why Clackamas County, in his opinion, was the second largest agricultural commodity center in the state of Oregon was because of extension growth. Many of the farmers involved in economic enterprises first turned to extension to get the information they needed to get started, so they were involved with those folks not only in agricultural research but also with business enterprise budget sheets. They did a lot of education in the business management area so people do turn to them. A small farms program started about 9 years to help those interested in starting small farming enterprises. Farmers' markets began in the 1970's on the east coast with the help of extension services. When he came here in 1985 there was already the beginnings of a Farmers' market system in place, and it was extension agents aided by OSU extension agents. Master Gardeners offered their expertise, and the extension service was trying to build capacity with food preservation folks.

**Councilor Loomis** asked if the extension service could offer more programs if the district passed.

**Mr. Bondi** replied that was one of the potentials. The BCC was interested in trying to create a stable source of funding that would be adequate in order to serve the community for the next 90 years or beyond. What they were looking at here was the potential to grow the capacity and provide more service. He said they were not as big in every city and community as they could be. Milwaukie had received a lot of service, which was not necessarily so in other cities in the County. He would like to think the program would be more proactive. Even though they had the biggest 4-H program in the State with 1,500 kids that meant they were only serving a fraction of youth in the County. About 3 weeks ago *Good Morning America* showed a special program about the study of youth programs across the country. 4-H was found to have the greatest positive influence on kids and their development as adults. To him that was a mandate to get more families and get more kids exposed. The program not only taught life skills but also leadership development.

**Mayor Bernard** understood the extension service went to the County to seek funding.

**Mr. Bondi** replied the direction came from the Advisory Council and not the faculty. They wanted to come up with a better way to serve more people and expand programs that had great value. Little can be done about getting additional resources at the State and local levels, so they came up with a completely different alternative in the form of a special district.

The consensus was to put this matter on the January 2 agenda.

### **County Library Information Campaign Proposal**

**Mayor Bernard** said the County would like the City to contribute \$10,000 to get information out to citizens about the creation of a Library District, and he went over Mr. Swanson's response, which was on the back of the staff report. It was a win-win situation for Clackamas County. Mr. Swanson was not opposing the formation of a district but felt the County should fund the information campaign. They had the resources and they were the ones that would benefit if the district were formed. Cities would suffer because they could potentially lose their library funding in the future.

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**DRAFT MINUTES**

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**Councilor Barnes** said her first impression was that Milwaukie should have its own information campaign for the \$10,000. Milwaukie residents were very passionate about their library, and the issue needed to be explained in realistic terms on a local level. She did not wish to contribute \$10,000 to helping the County sell its campaign when it could spend the money on informing Milwaukie voters.

**Councilor Chaimov** said this topic had been the subject of considerable discussion with the Library Board and the staff. Although the Board had expressed an interest in seeing the County ensure that libraries were on a sound financial footing perhaps through the formation of a district they had been concerned that the County was not sufficiently owning this proposal. It appeared to be the County's desire to shore up funding for some libraries that don't have the support in their communities like the Ledding Library did. At the same time the County could use those resources for other priorities. In the Board's view the County needed to be the entity that stepped up and convinced the voters that this was the thing to do. We can certainly convince the people of Milwaukie who are very supportive of their library as the continuing record setting circulation shows, but contributing to an effort that did not yet appear to have all of the wind in its sails at the County did not yet seem to be in the City's best interest.

**Councilor Loomis** said he would like to have the County explain how the \$10,000 would be spent.

**Mayor Bernard** said Mr. Swanson was meeting with Mr. Mantay tomorrow and several city managers to find out how the money would be spent. He was sure that Mr. Swanson would give a full report at the next City Council meeting.

**Councilor Loomis** wanted to get the message out the best way possible whatever that was. It was important that it passed whether the City explained it or the County explained it. The Council needed more information. He did not think the County was prepared to say how the \$10,000 would be spent.

Consensus was to wait for a report from Mr. Swanson before making a decision.

### **Riverfront Board Appointments**

**Mayor Bernard** said that almost all of the members on the Riverfront Board had served for many years. A majority of the members' terms were extended Council could have a discussion. He proposed extending their terms for another 2 years.

**Councilor Stone** had a question about the process and was it going to be changed because usually members needing re-appointment came before the Council for interviews. Would it be a matter of looking at the process?

**Councilor Loomis** suggested they come in as a group to discuss the work plan.

There was consensus to reappoint Riverfront Board members for two years.

### **Council Reports**

**Councilor Loomis** attended the Winter Solstice Event and thanked Gary Nebergall from Citywide Tree Service for providing the wood for the bonfire. He attended Gary Klein's open house.

**Councilor Stone** attended the Winter Solstice and took the interstate MAX tour.

**Councilor Chaimov** appreciated the time people have taken with him to bring him up to speed, including Madalaine Bohl, at the Milwaukie Museum. He commented on the publications highlighting local history.

**Councilor Barnes** discussed her work with the Harmony PAC which had been challenging. She appreciated working with Ms. Macken-Hambright and she thought they had come to a solution. They stopped the Harmony Project from going forward, and she was still trying to find out where they need to go from here. She had read in the Citizen Advisory Committee (CAC) minutes that they have opened applications for the new board. Mr. Kuenzi told her it was not announced publicly and he had replied they put it off and there are four members that are up for renewal. She also brought in an *Oregonian* article about the wastewater situation. Her first instinct was, “why do we need yet another task force?” There had been three reports and a lot of money spent. The time had come. She was trying to figure out why this was being put off again.

**Councilor Stone** said there was a real disconnect between the jurisdictions that are involved and they all needed to sit down together to hammer out a solution.

**Councilor Barnes** said the solution was there but there was some political lack of will at this point to deal with moving forward. Every time they had sat down as cities they had said the same thing, but everything gets put on hold again. She did not understand why they were not taking the cities’ thoughts as strongly as they did the CAC and the unincorporated area.

**Councilor Stone** she said there needed to be a summit with the County.

**Mayor Bernard** said he was on the Clackamas County Business Alliance Group, and one of the members was on the locating committee. He was tired of going to meetings that never went anywhere. The answers were never good enough. They needed to sit down with people that are really going to be impacted like Happy Valley, Damascus, and Milwaukie and talk about annexation. This had been going on for 10 years.

**Mr. Asher** said he didn’t know anything more than Council did. From a staff perspective they have been watching the developments, and anytime they hear or get something from the County they analyze it, file it and discuss it with Mr. Swanson. The file is growing and the City was, from a staff level, starting to try and figure out where our position was and it had been more a matter of timing. He thought that Mr. Swanson was looking for the right timing as well. When they had discussed it was pretty imminent because they seemed to be closing in pretty fast on their interim plan at least. They had reported to the City but had never talked to the City about our participation. There hadn’t been a real communication even with the interim plan.

**Councilor Stone** asked for clarification on the Harmony Road project. Was it completely off the table?

**Councilor Barnes** said the Harmony PAC said ‘no’ to moving forward on the Harmony Road extension and had asked staff to look at 82<sup>nd</sup> Avenue as a possible alternative. That was the Committee recommendation but no final County decision had made.

**Mayor Bernard** said in his discussion with the County he understood they would probably pull it.

**Councilor Loomis** understood that the PAC was to study another option. It had nothing to do with pulling the Harmony Road extension project.



**Councilor Barnes** said that was not true. She was called by Cam Gilmore confirming that the 4 members at the table recommended not moving forward with Harmony and to move forward with studying the 82<sup>nd</sup> Avenue option.

**Mr. Asher** said that Mr. Parkin was preparing a full progress report for the January 2 work session, and they should be getting that staff report in the next couple of weeks.

**Mayor Bernard** attended the C4 meeting where they talked about libraries and the feasibility of a County vehicle registration fee on the March ballot to pay for capital improvements for streets. The County said they were going to create a task force. Those at the meeting felt it was pretty quick for that kind of move, but the County's concern was that the next ballot opportunity might be full of money measures. He also attended the Solstice Event. The Rotary helped set up, the Lewelling NDA did very well with its concessions and helped with the clean up. It was a very successful event. Celebrate Milwaukie Inc. discussed creating a vendor committee.

**Mayor Bernard** adjourned the work session at 6:51 p.m.

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Pat DuVal, City Recorder

North Clackamas Parks and Recreation District  
MILWAUKIE CENTER/COMMUNITY ADVISORY BOARD  
Minutes of December 14, 2007

MEMBERS PRESENT: Ben Tabler, Ben Horner-Johnson, Eleanor Johnson, Katie Rudfelt, Jane Hanno, Joy Estes, Molly Hanthorn, Carolyn Mills, Joan Staley

MEMBERS EXCUSED: Chuck Petersen, Kim Buchholz

STAFF PRESENT: Joan Young, Cheryl Nally, Donna Lugibihl

GUESTS: Michelle Healy

CALL TO ORDER: Molly Hanthorn called the meeting to order at 9:36. Molly asked that a motion be made for the minutes to be accepted as written. Ben Horner-Johnson noted a correction under Call to Order in the November minutes. His full last name was not printed. After this correction was stated, Ben Horner-Johnson moved to approve the minutes and Carolyn Mills seconded. The motion was passed unanimously. Joan Staley took over chairing the board meeting.

CORRESPONDENCE: Joan said she received an e-mail from Kim Buchholz. He was unable to attend today's meeting because he had a Chamber event happening at Willamette View Manor. He wished everyone happy holidays.

DISCUSSION ITEM: It was discussed that Carolyn's name be on the minutes as she is the elected secretary. Molly thought it might be a good idea to review the By-Laws regarding the secretarial position.

**NORTH CLACKAMAS PARK NORTHSIDE PLANNING:**

Michelle Healy, Planner for North Clackamas Parks & Recreation, thanked everyone for their comments and input. She noted some changes on the Conceptual Park Plan:

1. The storage trailer, presently located by the community garden, will be moved over to the maintenance and caretaker area.
2. There will be no change in the location of the firewood program.
3. Met with the Master Gardeners about a greenhouse which they proposed. They said they'd be willing to have a smaller structure (45' x 30') which they will build and maintain. It will be situated near the community gardens.
4. Since there's been concern about people speeding through the parking lot in front of the Center, Michelle said they are trying to come up with traffic calming options to slow people as they're heading into the new parking area. The new paved parking area will be located where the gravel area is by the covered picnic shelter.

Michelle reported that they have been given \$400,000 of Metro Greenspace money and she's working with the consultants to get the most bang for the buck.

Michelle invited the board to an Open House on Thu, Dec 20, 5-7 pm at the Milwaukie Center for people to look at the final plan and draft report. Staff and consultants will be available to discuss the documents and answer questions. If anyone is unable to come,

she'd be happy to mail copies of the documents. In January, the DAB will look at the proposed plan and take appropriate action.

## BOARD/COMMITTEE REPORTS

North Clackamas District Advisory Board: Molly was unable to attend so Eleanor went in her place. Eleanor said they had a party so no business was discussed. A scented candle was presented to Molly for her work on the board.

North Clackamas Park Stewardship Committee: Nothing to report.

Nutrition/Transportation: Joy Estes reported that last year, 73,777 meals were served (both Meals on Wheels and Congregate) and that \$87,235 was raised for the Nutrition Program through many fund-raisers. Transportation ridership remained about the same except there were more people using the shopper bus. The Bazaar went well this year but to make it more profitable, it was decided to expand it by renting out more tables and using the available rooms. Because of everyone's busy schedules, it was decided to either meet every other month or every third month.

Future Vision Task Force: Joan Young said the meeting was cancelled this month. Before going further, the task force would like to go out into the community and see what they want.

## OTHER REPORTS

Friends of the Milwaukie Center: Eleanor commented on what a nice Holiday party they had at the Center and how lovely the Center was decorated.

Eleanor also mentioned she had attended the Chamber of Commerce Ad Hoc committee meeting and she really enjoyed it. It was a small group made up of business women, who meet on a monthly basis. She said she plans on attending again to get a better idea of the purpose and goals of the group.

Governor's Commission: Joan Staley said that a group of 4 of them worked hard doing telephone interviews with potential members. She felt they had some really qualified candidates.

She mentioned that Governor Kulongowski spoke about the need for better health care in Oregon. The question is finding the best way that is the most affordable.

CENTER REPORT: Joan Young reported that they finally hired a Recreation Supervisor to replace Jan Wirtz. Beth Meyer, the new Recreation Supervisor, will be starting on Jan 14 because she's moving from out of state.

On Tue, Dec 4, Kaiser executives, doctors and administrators came to the Center for a 4-hour "day of service". They worked in the kitchen, serving lunch and putting up decorations. Larry Thompson, a local farmer who is connected with Kaiser, provided some produce for the meal. He and his wife came to the Center for lunch that day. Joan

was excited at the prospect of forging a lasting relationship with him. He grows 40-50 different crops on his land and often times has extra which he's not able to sell and would potentially donate to the Nutrition Program.

Information/Announcements: Cheryl Nally announced that she has given her resignation effective Jan 23, when she will be retiring. She still plans on working part time for special projects at the Center. Joan Y. said they are going into the hiring process, having met with a recruiter, but it will take several months to fill the position.

Agenda for the Next Meeting: Joan Y. asked for suggestions. One item would be to look at the budget for the coming year. Molly suggested doing more outreach in East County; perhaps having a satellite campus.

The meeting was adjourned at 10:28 am.

Donna Lugibihl for Carolyn Mills, Secretary

North Clackamas Parks and Recreation District

**Milwaukie Center**

Monthly Report for December, 2007

***Programs/Services***

The Diabetes Support Group meets monthly at the Center; bringing together a group of 25 - 40 individuals who have type II diabetes or are family members. The 1½ hour educational programs ranges from a diabetes educator helping attendees learn how to better manage diabetes to medical experts discussing topics such as diabetic foot care, alternative medical procedures and nutrition.

Milwaukie Center's Meals on Wheels numbers continue to climb with an average of 225 meals delivered daily. The Milwaukie Center proudly serves all who qualify for home delivered meals without maintaining a waiting list. This is why fund-raising is so important for the Nutrition Program.

Over 17 million steps were recorded by the "Keep on Trekking" group that recently celebrated the end of a 10-week program. Twenty three of the sixty people in the program were in attendance for the celebration. Participants shared the benefits of the program with one another, reporting reduced blood pressure, lowered blood sugar and weight loss.

The new dishwasher for the Milwaukie Center's commercial kitchen has arrived and is installed. This new energy efficient machine is replacing the original dishwasher which has served the Center since 1980.

The Travel Program mounted four well-attended trips to the Singing Christmas Tree, Spirit Mountain Casino, Northwest Senior Theater Holiday Revue, and Bugatti's Restaurant.

The Milwaukie Center hosted the Kaiser Permanente Leadership Team's annual "Day of Service" early December. Twenty administrators from Kaiser Permanente joined staff and volunteers at the Center for four hours to help produce the meal for Meals on Wheels and congregate dining, serve and clean up after the meal, plus decorate the Center for the holidays.

The Travel Program gifted \$5,000 in support of Recreation Services at the Milwaukie Center from proceeds of travel opportunities over the last year.

***Coming Up***

Tax Issues For Seniors Seminar, Fri, Jan. 4, 10:30am.

Living with Arthritis Seminar, Fri, Jan. 25, 10:30am.

See's Valentine Candy Sale, Tue, Jan. 22 - Feb. 14. Support transportation services for older adults and people with disabilities and remember your sweetheart!

Daddy Daughter Dinner Dances, Fri, Feb. 8, and Sat. Feb. 9, 6pm - 9pm.

Spaghetti Dinner and Texas Hold 'Em Tournament, Sat. Feb. 23, 4pm - 7pm (poker tournament starts at 3 pm). Co-sponsored by Friends of the Milwaukie Center and Milwaukie Rotary Club.

**Design and Landmarks Committee  
Meeting Notes  
Wednesday, November 28, 2007**

**Members Present**

Patty Wisner, Chair  
Andrew Tull, Vice Chair  
Becky Ives  
Parker Fitzpatrick

**Members Absent**

Barb Cartmill

**Staff Present**

Brett Kelper, Assistant Planner (DLC liaison)  
Katie Mangle, Planning Director

**1. Call To Order**

**Chair Wisner** called the Design and Landmarks Committee (DLC) meeting to order at 6:33 p.m.

**2. Review and Adopt Meeting Notes from 9/25/07**

**Chair Wisner** called for any corrections to the notes from the last meeting (September 25, 2007).

Bottom of page 2 – **Chair Wisner** asked to clarify her point about designing the building with the potential to add a third story in the future. She meant to ask if the school project provides an opportunity to provide for increased population at a reduced cost (it would be cheaper to do it now rather than later). **Assistant Planner Brett Kelper** agreed to add this parenthetically to the minutes. **Committee Member Becky Ives** moved to adopt and **Vice Chair Andrew Tull** seconded. The members unanimously approved the notes with one correction as noted.

**3. Update on status of Historic Resources photo project**

**Ms. Ives** asked about the history of the project. So far, the only photos that have been taken were by **Mr. Tull** and Lesley Barewin (Planning intern). Committee Member Barb Cartmill and Chair Wisner have not done theirs yet. The group discussed splitting up the rest of the list. **Chair Wisner** will give Mr. Kelper the list of what has been done and then email a list of the remaining photos to the group. In the meantime, **Chair Wisner** will work on an outline of the overall historic photo presentation, which will be nice and simple (without a lot of detailed history).

**Mr. Kelper** asked if there was a way to break the work down so others could help. **Chair Wisner** explained her vision for the presentation – organizing it by era and style, with a graphic “intro” slide for each section. The old slideshow was just images, so she hopes this one will have more context.

**Ms. Ives** wondered if there are historic photos of the properties as well. **Chair Wisner** explained that she is more interested in including “lifestyle” photos, such as of people and events of the era. Unfortunately, although there is a lot of information at the Milwaukie Museum, it is not catalogued or easy to research.

Next steps for this project are to 1) inventory what photos were done and then 2) make a new list and assignments in early 2008.

#### 4. Review DLC workplan for 2007-08

**Mr. Kelper** led a discussion of the work plan that the committee developed for the current fiscal year, noting that the committee has already accomplished many of the items on the list.

**Chair Wisner** said that when committee members visited the Milwaukie Museum earlier this month, she brought up the suggestion of designating the soda fountain at Perry’s (the Antique Mall building on Monroe Street) as a historic resource. The drugstore used to be a big meeting place and John F. Kennedy visited there when he was campaigning. **Mr. Tull** asked what the steps would be to make a historic designation. **Mr. Kelper** said there is a process for designating buildings but he does not know whether it could be applied to an interior feature. **Chair Wisner** described what it used to be like when the drugstore and soda fountain was a focal point for the community. **Mr. Kelper** wondered if there were other buildings that could be evaluated for historic designation as well. **Planning Director Katie Mangle** suggested that it would be good to update the entire list, since the last inventory was done in 1988. **Committee Member Parker Fitzpatrick** stated that there needs to be a set definition and policy – how are you collecting all of this data?

**Chair Wisner** stated that to do it right, the City would need to hire a consultant to check new data against the criteria for historic designation. **Mr. Kelper** suggested that the group could gather suggestions first, which could help focus the consultant’s work on particular properties. **Mr. Tull** said while he was out taking photos he noted several buildings that he thought could be on the list. The water works building (at 2715 SE Monroe) is an example. **Ms. Mangle** noted that the water works building is in fact on the list as an “Unrankable” resource.

**Mr. Kelper** said with regard to the soda fountain, the first step might be to figure out who owns the building.

**Chair Wisner** worried about the danger of not saying something to preserve an historic building or feature like the soda fountain, that the building may be torn down and the historic resource lost. **Mr. Fitzpatrick** warned that sometimes raising awareness without having a structure or the means to do anything about it can also result in loss of the resource.

**Ms. Mangle** explained that the inventory is good but needs to be updated. She is hoping to get grant funding for an update as part of the Periodic Review process coming up in the next year or so. She explained the process the City went through to address the short list of “Unrankable” properties and noted that over the next year the Pioneer Cemetery Association will go through the process to formally rank the cemetery as an historic resource. **Ms. Ives** asked for more information about the inventory process.



Regarding the workplan item of code amendments, **Mr. Tull** said he is looking forward to the Sign Code discussions since he learned a lot during his involvement in the Wilsonville project. **Ms. Mangle** described the various code amendment projects and suggested that if any DLC members want to start working on this item that they could either familiarize themselves with the code or start collecting photos of good and bad examples of the code being implemented.

## 5. “Planning Commissioner” Training

The group initially opted to delay viewing of the training materials until after the following two items. However, due to a shortage of time later in the evening, the group later asked staff to send them the web-link for the training so that members could view it on their own before the next meeting.

## 6. Project Updates

**Town Center** – **Ms. Mangle** reported that the Town Center project, like many at the moment, has been slowed down by financial constraints but is still moving forward. She said that Tom Kemper is planning to proceed with the code amendments portion of the project at this time and then work on the design review portion later. **Chair Wisner** asked whether there were any contamination issues with the property and Ms. Mangle responded that those issues have already been dealt with.

**Immovable Foundation Church** – **Ms. Mangle** said that she was pleased with the review process for the church. Reports are that the congregation is planning to occupy the building soon and will likely delay the remodeling and addition projects for another year due to financial constraints. There is still a fair amount of work to be done prior to occupancy, however. The Lake Road NDA has moved its meetings to the school district office on Lake Road.

**Parecki remodel** – **Ms. Mangle** related the latest news about Ed Parecki’s renovation project downtown. The project went through an administrative process of design review by Planning staff. Most remodeling projects downtown trigger the Public Area Requirements on one level or another. Small projects are required to contribute 10% of the permit value for public area improvements (street trees, ornamental lamps, benches, bike racks). The code requires mid-sized projects (large remodels like Mr. Parecki’s) to comply fully with the public area requirements, though Ms. Mangle made a Director’s interpretation that the compliance must be proportionate. Her interpretation also determined that existing public area improvements would not have to be replaced, even if those existing improvements do not exactly meet the current code standard.

Mr. Parecki did not believe that he should be required to do any improvements and appealed the Director’s decision to the Planning Commission. The Commission denied the appeal (upholding the staff decision) by a vote of 4 to 2. In preparation for the appeal hearing, staff did look at other neighboring cities’ development codes and found them to require similar levels of public area improvements. Mr. Parecki has appealed the Commission’s decision to the City Council, which will hear it on December 18<sup>th</sup>.

**Chair Wisner** wondered whether the Public Area Requirements make it harder for small-business owners to redevelop the downtown area because they cannot afford the costs. There was some discussion of how public improvements are made related to new

development and redevelopment. **Ms. Mangle** made a note to bring a picture of the new street medallions that the City will soon begin installing as public area improvements downtown.

**Ardenwald Elementary** – **Mr. Kelper** noted that the Planning Commission would hear this Community Service Use and Historic Resource Demolition application at a public hearing on December 11, 2007.

## 7. Other business

**Chair Wisner** raised several questions about the joint meeting between the Planning Commission (PC) and the DLC held in September 2007. Regarding the development of specific criteria for the PC to overturn DLC decisions, she wondered whether other DLC members felt that the points suggested on page 15 of the meeting minutes are adequate. **Ms. Mangle** explained her perception that two things were missing in the Wunderland sign case: 1) the PC did not establish a clear finding to explain its disagreement with the DLC's decision; and 2) there was no DLC representative present at the PC hearing to explain the basis for the DLC recommendation.

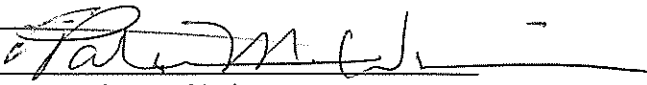
**Ms. Ives** asked about the format in which a DLC recommendation goes to the PC. **Ms. Mangle** responded that the recommendation should go into the staff report. **Mr. Fitzpatrick** suggested that 1) the DLC needs to be clear and specific in making its recommendation and linking it to specific criteria; 2) communication of any recommendation from the DLC to the PC should be in writing; and 3) the DLC must be responsible for proactively communicating its recommendations to the Planning Commission; which may mean each recommendation is presented to the PC by a member of the Design & Landmarks Committee. After more discussion about the nature of this concern, the group seemed to be in agreement that it is an important point to continue focusing on.

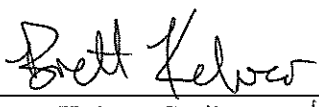
**Chair Wisner** asked whether the “story pole” idea would be utilized in future projects. **Ms. Mangle** suggested that similar tools could certainly be pushed forward. She noted that story poles would have been helpful in the Ukrainian Bible Church project, for example. **Chair Wisner** asked about the suggestion to conduct a “post-mortem” review of the North Main Village project. **Ms. Mangle** said she would think about this and get back to the group on how to handle it.

**Mr. Fitzpatrick** asked whether it would be possible for staff to send the draft meeting notes sooner after each meeting instead of the week prior to the next meeting. **Ms. Mangle** agreed that staff could send the notes as soon as they are drafted instead of waiting to send them out with the next meeting packet. She also indicated that she will ask for budgeting for a hearings recorder for some of the DLC meetings for next year.

## 8. Adjourn

**Chair Wisner** adjourned the meeting at approximately 8:47 p.m.

  
Patty Wisner, Chair

  
Brett Kelper, Scribe 1/23/08