

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
JULY 1, 2008**

CALL TO ORDER

Mayor Bernard called the 2033rd meeting of the Milwaukie City Council to order at p.m. in the City Hall Council Chambers.

Present: Council President Joe Loomis and Councilors Greg Chaimov and Susan Stone

Staff present: City Manager Mike Swanson, City Attorney Bill Monahan, Police Chief Larry Kanzler, Human Resources Director Mary Rowe

PLEDGE OF ALLEGIANCE**PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS****Swearing in of Milwaukie Police Chief Bob Jordan**

Municipal Court Judge Ron Gray administered the Milwaukie Police Chief Oath of Office to Bob Jordan.

Retiring Police Chief Larry Kanzler administered the Law Enforcement Oath of Honor.

CONSENT AGENDA

It was moved by Councilor Chaimov and seconded by Councilor Stone to approve the consent agenda:

- A. City Council Minutes
 - 1. May 20, 2008 Work Session
 - 2. May 20, 2008 Regular Session
- B. **Resolution 61-2008**: A Resolution of the City Council of the City of Milwaukie, Oregon, Establishing Initial Milwaukie Arts Committee Terms of Office;
- C. **Resolution 62-2008**: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Mark Docken to the Milwaukie Ledding Library Board;
- D. **Resolution 62-2008**: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Mark Docken to the Milwaukie Ledding Library Board;
- E. **Resolution 63-2008**: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the City Manager to Execute a Contract and Issue a Purchase Order to Dan Obrist Excavation, Inc. for the Purpose of Deconstructing the Cash Spot Building Located at 11100 SE Main, Milwaukie, Oregon in an Amount not to Exceed \$60,500;
- F. **Resolution No. 64-2008**: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the City Manager to Sign and Agreement

7141

with Clackamas County Dispute Resolution Center for Mediation and Training Services for the Fiscal Years 2008 - 2011;

- G. Resolution 65-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, Providing Public Notice of a Special City Council Meeting on July 14, 2008; and
- H. An OLCC Application for MillerCoors, 9696 SE Omark Drive, Change of Ownership

Motion passed unanimously among the members present. [4:0]

AUDIENCE PARTICIPATION

None.

OTHER BUSINESS

ADJOURNMENT

It was moved by Councilor Chaimov and seconded by Councilor Stone to adjourn the meeting. Motion passed unanimously among the members present. [4:0]

Mayor Bernard adjourned the regular session at 7:16 p.m.



Pat DuVal, Recorder

REGULAR SESSION

AGENDA

MILWAUKIE CITY COUNCIL JULY 1, 2008

MILWAUKIE CITY HALL
10722 SE Main Street

2033RD MEETING

REGULAR SESSION – 7:00 p.m.

- | | Page # |
|--|----------|
| I. CALL TO ORDER | |
| Pledge of Allegiance | |
| 2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS | |
| Swearing in of Milwaukie Police Chief Bob Jordan | |
| 3. CONSENT AGENDA <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> | 1 |
| A. City Council Minutes | |
| 1. May 20, 2008 Work Session | 2 |
| 2. May 20, 2008 Regular Session | 9 |
| B. Resolution Designating Milwaukie Arts Committee Terms | 17 |
| C. Resolution Appointing Mark Docken to the Milwaukie Ledding Library Board | 18 |
| D. Resolution Awarding the Contract to Deconstruct the Cash Spot Building Located at 11100 SE McLoughlin Boulevard | 19 |
| E. Resolutions Authorizing Contract for Services with Clackamas County Dispute Resolution Center | 23 |
| F. Resolution Setting a Special Council Meeting Date for July 14, 2008 | 36 |
| G. O.L.C.C. Application – MillerCoors – 9696 SE Omark Drive, Change of Ownership | 37 |
| 4. AUDIENCE PARTICIPATION <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</i> | |

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.)

- 5. PUBLIC HEARING** *(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.)*

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.)*

Council Reports

- 7. INFORMATION** **38**

Milwaukie Center/Community Advisory Board Minutes May 9, 2008 **39**

- 8. ADJOURNMENT**

Public Information

- Executive Session: The Milwaukie City Council may meet in executive session immediately following adjournment pursuant to ORS 192.660(2).
- 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.

3.

CONSENT AGENDA

MINUTES

MILWAUKIE CITY COUNCIL WORK SESSION

May 20, 2008

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

Council Present: Mayor Jim Bernard and Councilors Deborah Barnes, Greg Chaimov, Joe Loomis, and Susan Stone.

Staff Present: City Manager Mike Swanson, Community Development and Public Works Director Kenny Asher, Resource and Economic Development Specialist Alex Campbell, Engineering Director Gary Parkin, Library Director Joe Sandfort, Community Services Director JoAnn Herrigel, and Information Coordinator Grady Wheeler

Board and Commission Interviews

The Mayor and Council interviewed Mike Scolar and Beth Kelland for the Citizens Utility Advisory Board (CUAB) and Mark Docken for the Ledding Library Board.

Downtown Business Organization

Mr. Campbell believed it was time to form a new version of the downtown association and would be a good use of his time as Economic Development Specialist. Before making it part of his work plan, Mr. Campbell sought some direction from Council. He noted Mr. Parecki initiated a downtown coalition.

Mr. Parecki provided a brief description of his idea that was to create an association of business owners and employees that would be the Downtown Milwaukie Group and have no direct connection to the City. They could do this as a group of privately funded individuals to develop a vision for the City, which he had not seen developed. He created a model for the City as a start to see if this would draw interest, which he believed it would. A number of individuals had indicated interest. It was basically a group of individuals who want to get together and do something good for the City. There would be City involvement eventually if needed with things such as street closures. Overall they do not feel comfortable sitting at a meeting and having a City liaison say what could and could not be done and if it was for the good of the City. The first meeting would be in June where a plan would be created. If there was not enough interest the idea would go away because he had other things to do.

Councilor Barnes asked what Mr. Parecki's focus was on why to put this group together?

Mr. Parecki said that Multnomah Village was 2 blocks long in the middle of nowhere but people had heard about it. Milwaukie had seven square blocks of a beautiful downtown that he wanted the entire City of Portland to know about. He was not an artist. They would use local artists, create a website, and he would model it after Multnomah Village. He wanted something that would draw people. He was helping develop the downtown that would draw good tenants and was helping solidify business relationships between all of the businesses and owners. It would be a stronger voice for the City when people were contributing to the

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City. He understood there was an Milwaukie Downtown Development Association (MDDA) at one time and may have failed because it was run by City officials. There was no real goal now until they met as a group and developed it.

Mayor Bernard said the MDDA did not fail. He was the President, and it was dissolved by Council because people were paying taxes and they did not feel they were getting the value they should out of it. It was a successful organization for many reasons at one point. The City provided funding, but there was no City direction.

Mr. Parecki wanted to avoid any connection to the City. It was not going to be a taxing kind of thing. It would be a membership contribution.

Councilor Barnes asked if Dark Horse was involved?

Mr. Parecki said he had invited them, but they had not officially signed on. Every single business owner had been sent an email with the opportunity to sign up. Although Mayor Bernard owned a business he was not sent a letter because Mr. Parecki did not want any City involvement. It was a private organization and they could make the rules as they went along.

Mayor Bernard thought the suggestion that a person would be punished by saying something at a meeting was out of line. Historically that had never happened in the City. Mayor Bernard understood how Mr. Parecki might be concerned about his being there because of his influence with the City. He was a major property owner in downtown, and he did have employees who might want to attend a meeting.

Councilor Stone said if it is an organization for private business then it should not be exclusive. If it was opened up to everyone you avoided conflict because everyone was getting the chance to participate.

Mr. Parecki appreciated that and said he was massaging it as he went along. He did not want people to feel they could not speak at a meeting.

Councilor Stone did not want divisiveness of business against the City. She wanted to see collaboration and appreciated Mr. Parecki's idea of making this voluntary for business people, but with the intent of working together and in concert with the City.

Neil Hankerson, Dark Horse Comics, was undecided about joining Mr. Parecki's group because they wanted to be collaborative and would like to have City involvement. If the group was trying to solve problems it made sense to have the City involved. He did not feel any fear of retribution. He wanted the opportunity for collaboration and support. There had been a few owners that talked about this kind of organization, but everyone was busy. He did realize that Mr. Parecki might have a fund to support the group getting notices out, which would be terrific. In terms of downtown there were some issues. The Plan and the real world development of downtown were not quite in sync, and it would be nice to talk about those kinds of issues. It was good to do that on an informal basis as opposed to Council meetings.

Councilor Stone would love to see an organization start up and get businesses working together to get something going. There was so much potential and it could make a big difference on how the City developed.

Councilor Loomis suggested the group meet on their own to figure out details, and if they were open to the City's be part of it then it should. It was good that Mr. Parecki was taking the initiative to get things started. The best organizations

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were grassroots. Come up with a business plan, and the City would be there for the group. He would like to know how to help with things and not putting up roadblocks.

Mayor Bernard cautioned against getting too involved in staging events rather than being out promoting the City.

Councilor Barnes wanted Mr. Parecki worked in tandem with Mr. Campbell in his economic development capacity. The work did not have to be formal, but he should be included in e-mail and meeting minutes to be kept abreast of any concerns or issues. He urged Mr. Parecki not to think of Mr. Campbell as a spy but rather a resource.

Councilor Stone asked if the Multnomah Village model was an independent group.

Mr. Parecki replied it was independent. It had a nice website, and he was impressed with all of the things that they did.

Goran Sovolosky with the Active Group in the Advantis building echoed Mr. Hankerson's sentiments and was looking forward to meeting with Mr. Parecki and hearing objectives. He met with Mr. Campbell on a number of occasions and had no problems expressing his views without fear of retribution. He would be involved to some degree. He wanted to show his support of the idea.

Mr. Swanson thanked Mr. Hankerson and Dark Horse Comics for welcoming Taiwanese Rotary exchange members on the spur of the moment.

TriMet Intergovernmental Agreement

Mr. Swanson received word about Southgate and the bus layover situation. There had been some bumps in the road, but there were a lot of things the City was working with TriMet on off into the future. They thought one way to approach the future was to put together an umbrella agreement that would cover all of the issues between now and 2018. Staff had hoped to have a copy of the agreement, but they were still working on it. He thought it was still of value to be able to review the issues – they do not in many cases have agreed-upon positions. The goal of the agreement was to enact it before the locally preferred alternative (LPA) decision, which would be in July so the City and others knew what the mutual obligations and issues were. In advance of the agreement being put on an agenda Council would see a recommended version.

Mr. Unsworth said that he had taken back the messages of Council's disappointment to Mr. Hansen, and he and his executive team heard it loud and clear. That message had been repeated and he provided a letter from Mr. Hansen acknowledging that. It was clear that TriMet had damaged its trust with the City of Milwaukie and the Council, and that was not okay. If Mr. Hansen were here he would tell the group that TriMet had worked in a lot of different cities and earned their trust. More direct to the point was how to move forward and be a good partner. They were in the process of going into a 3rd version of the agreement to talk about components they need to agree upon. He referred to the 7 topics in the MOU. One issue was the light rail match. They had \$250 million secured from lottery-backed bonds plus \$72 million from flexible funds through Metro's process. They would be looking for dollars from Portland, Metro, TriMet, and Milwaukie. TriMet felt that the work done by Chief Kanzler on safety and security needed to be reflected in the document including language about the South Precinct and patrols in the Milwaukie area. CCTV and more language about that. The design, engineering, construction and maintenance. That

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defined what would be built and the City of Milwaukie helping with some staff time and helping to fund an FTE to ensure staff could respond and monitor. Mitigation measures in the DEIS and FEIS that would identify what TriMet was committed to regarding mitigation. Mr. Asher added language some things above and beyond that that they would be looking for mitigation measures. Light rail park-and-ride - language that if there were a Lake Road park-and-ride would look it like and how it would be used in the long-term. Following on something that Chief Kanzler put in his letter to Mr. Hansen – if there is park-and-ride at Park Avenue should that be annexed into the City for purposes of safety and security and joint development on sites such as the Cash Spot on McLoughlin Boulevard. If they ended up with a Lake Road station there were things that could be done to add more value. At the last meeting he told Council that TriMet had been dissolving the transit center slowly. In earlier conversations with the City they had talked about the importance of connectivity and so far they had been able to reduce layovers in Milwaukie by putting them elsewhere. When the green line opened there would be two additional buses 32 and 31 that will layover in Oregon City or Clackamas Town Center. Layovers had been reduced by 52%. There were still concerns with the 70 and 75 buses. They were coming from long distances and could not layover somewhere else. They had to figure out the right location, and the concern was dragging them back downtown to Southgate was not fiscally prudent and not environmentally sound, Putting more buses on the street which is not wanted. There was a challenge back to TriMet to find exact locations. Also, there was the idea of how to upgrade today's current bus stops. There was an idea of having 2 pairs of stations near Jackson and Washington. They would be upgrading those with nicer shelters, lighting, benches and facilities that identified higher quality services while opening up more parking. The intent was to move quickly on the north end stations using some dollars left over from a federal grant from Southgate. The second 2 stops might be added with the new light rail project when they find out what the LPA is. At the last meeting Council talked about the trust issue and part of the resolution was to put things in writing. City staff had done a good job of trying to hold TriMet's feet to the fire. They were trying to figure out the right tone and words for the MOU. He felt it would be an MOU that would lay out how TriMet participated with City staff and how to organize in order to move forward.

Mayor Bernard would have a hard time signing an agreement if issues from the community, Chief Kanzler and Mr. Asher were not addressed.

Mr. Unsworth felt they were very close to having an agreement. Mr. Asher and Mr. Swanson were pretty strong in a recent meetings making sure the document addressed Milwaukie's needs.

Mr. Asher said that it was a really important agreement and helped define what the light rail project would bring with it. What the light rail project may bring with it and should bring with it was as important to people in the community as the light rail itself. They had put a lot of time and energy and thought into it but were not there yet. The City had a motivated partner, and the timing was right. This was a last big push to do the project the right way. If anyone was wondering where some of the difference was coming up the City had put TriMet in an unusual position. The agency was not accustomed to making this kind of an agreement at this stage of the game. Even though a lot of this seemed overdue from the City's perspective he was hearing from TriMet this was premature. Some thought the cart before the horse. Whereas on the Milwaukie side it had been trying to get some of this done for the last 20 – 30 years and wanted to have happen as part of the light rail project. The pages cannot get into a binding

agreement yet, but there needed to be a statement of intentions before going forward with the light rail project. That was the difference in the point of view that they had to work through. In terms of specifics what he and Mr. Swanson were hearing from the project side of TriMet staff was a willingness to get there. He thought part of that was because they were interested in doing the light rail project and the City Council support. The City Council wants to make sure this project was done right, and this agreement was the best instrument we can get right now to define the right way.

Mayor Bernard asked if Council would review the agreement before it came to a Council meeting.

Mr. Asher responded that the parties had to come to closer terms, so they would have to figure out how to hold that discussion in a work session or other setting.

Mayor Bernard said there was a South Corridor meeting on June 4 and asked if there would be a vote then.

Mr. Asher replied that was the public hearing. He was hoping to have it before the City Council on June 17 and TriMet on June 25. Council would not take action on the LPA until July 15. Part of what he was trying to get tonight were things the City Council would be looking for in this agreement.

Councilor Stone asked what Milwaukie's local match commitment would be. From the information that was in letter from Mr. Hansen it said that TriMet was considering an investment of \$30 million and she wanted to know what "considering" meant. She also wanted to know about the statement about the FTA trying to get \$750 million in discretionary transit money and clarification on what Mr. Unsworth said earlier about \$72 million flexible funds.

Mr. Unsworth replied the flexible dollars were from congested management air quality (CMAQ) funds that came into the region and were divided up by the Metro Council or Metropolitan Transportation Improvement Program (MTIP) funds that would be bonded over a number of years. The \$750 million were discretionary, and the project had a better chance of securing those funds once it met the hurdles. Without that money the project would not happen. They were in Phoenix last week and spoke with Federal Transit Administration (FTA) staff and talked about the project. Portland and the region had been very successful in securing a large chunk of federal dollars that would not come into the region otherwise. It was a step process and the next step with the FTA was after an LPA was chosen they then would apply to get into preliminary engineering. There were gateways at preliminary engineering, final design, and the full fund grant agreement. They had been having conversations about the preliminary engineering application since December. Those discussions on local commitments were somewhat flexible until they decided how far south to go. He felt there was a general conclusion and support to go to Park Avenue, but that would about \$30 million more. It could be more and depended on decisions about other project elements.

Mr. Swanson said right now for Milwaukie the number they had been using was \$5 million or about 5% of some part of the project cost. The gap on a Park Avenue extension was \$211 million and \$111 million on Lake Road. The numbers were still shifting, and the \$5 million was not part of the budget process.

Mr. Asher said \$5 million was in this agreement and they talked about a funding IGA. This was an umbrella agreement that talked about a lot of future agreements. One was a funding agreement with details by the end of the calendar year. The \$5 million was in there, and the partners were respectful that

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this was a large amount of money for Milwaukie. He discussed a future presentation from Mr. Palacios on the City's borrowing power.

Councilor Stone commented on the MTIP \$72 million and asked how TriMet could use that money when light rail would not impact congestion.

Mr. Unsworth replied on a daily basis the system reduced the number of vehicle miles traveled by 64,000-65,000 per day. There were air quality components from it and congestion relief. It was very clear that there was a major thoroughfare that would fill up no matter what, and it filled up at inappropriate places like neighborhood streets. It put the traffic back on McLoughlin Boulevard, so it was really about air quality that came from the reduction of vehicle miles.

Councilor Barnes was still upset with Mr. Hansen's letter, as he seemed to blame Milwaukie. Her perception was that TriMet knew they were having financial problems on the Southgate project, and Milwaukie should have been told sooner, and that concerned her. TriMet had a long way to go for her to believe, and Mr. Hansen's not being here bothered her. When and if they moved forward she wanted to make sure there were security cameras that were installed some place that were actively monitored by a human being. She wanted Mr. Hansen to know he was invited to the table anytime.

Mr. Unsworth said Mr. Hansen was aware of the issue, as was his executive staff. Regarding waiting too long –new information came out in March regarding stormwater, lights, and cameras that hadn't been accounted for. As the possibility of a Tillamook Branch line became more apparent the value of the Southgate investment decreased. At the same time diesel prices had risen. TriMet was the biggest diesel user in Oregon, and it was killing the budget. It was pressure on the budget, timing of the additional costs, and quickness with which the Portland-Milwaukie light rail project was moving forward. The North Industrial businesses did not want the Main Street alignment, so the Southgate site was not valid in the long term.

Councilor Barnes suggested TriMet could have foreseen additional costs knowing the property owner and potential a fight for the best price. Why was there no budget contingency?

Mr. Unsworth said that was a good question. TriMet had not anticipated the Land Use Board of Appeals (LUBA) appeal.

Councilor Chaimov echoed comments about the letter. He found it both patronizing and inaccurate and if anything it took TriMet a step back in earning the City's trust. From his perspective timing and trust were 2 sides of the same coin. He understood that the preferred method or timeline for deciding mitigation measures would be in the FEIS, but as the people representing this community Council needed to know it could trust TriMet to take the necessary mitigation steps. Using Mr. Unsworth's metaphor if you are not picking charred flesh off the soles of your feet you won't have earned our trust. When working with Mr. Asher on the terms of this agreement please know that what he was looking for was a statement that said if you were going to bring light rail in a particular place this was what TriMet would commit to do to make that place as livable as possible by the people most affected.

Councilor Loomis agreed with what had been said. He was disappointed in the failure of Southgate and most disappointed in how it was handled. TriMet had enough experience with Milwaukie to know that this was a touchy issue. It could have been done more professionally and the message should have been

delivered in a different way. He was not passionate either way about light rail. He saw it as a bigger benefit to the region than to Milwaukie. His concern was to get the most benefit for Milwaukie out of this agreement as possible. He had no idea how the City would get \$5 million. He commented on what that amount of money could do for projects such as Riverfront Park and the removal of the Kellogg Treatment Plant. For him light rail would be the third on his list if a vote were taken right now. Be tough and be honest in the agreement, and do not agree to something that TriMet will not stick with.

Mr. Unsworth said the draft was at the attorney level now. It was a legal document. How much can we put in a document like this that gets the tone and earn trust at the same time. There was a tone here and commitments that they had to be very careful on how they put in writing. The intent was to do the right thing and to do the mitigation. TriMet could not say it would mitigate everything at this point. It was the struggle of getting the intent and tone right.

Councilor Stone asked in terms of the federal dollars and trying to get the \$750 million, when would that be secured?

Mr. Unsworth replied it was a stair step process starting with the preliminary engineering (PE) application. Once they agreed to that then the next step was final design in 2010. Then they would start negotiations on full funded grant agreement. Construction would begin in 2011. There was a leap of faith that you had to act on, and if one waited money would be lost to inflation. He commented on the FTA's rating process.

Councilor Stone was not a huge light rail supporter, and it should go to a vote of the people. This project benefited the region far more than the City of Milwaukie. She saw a train coming through Milwaukie that was disproportionate for the size of the downtown, and she felt it would ruin the neighborhood. It should go to a vote of the people to secure funding, and if she were the mayor she would not sign the agreement until that happened.

Mayor Bernard adjourned the work session at 6:37 p.m.

Pat DuVal, City Recorder

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
May 20, 2008**

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CALL TO ORDER

Mayor Bernard called the 2030th meeting of the Milwaukie City Council to order at p.m. in the City Hall Council Chambers.

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

Staff present: City Manager Mike Swanson, City Attorney Bill Monahan, Community Development and Public Works Director Kenny Asher, Planning Director Katie Mangle, Operations Director Paul Shirey

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARD

A. Recognize Susanna Pai for Service to the Community

Mayor Bernard and Council thanked Susanna Pai for her service to the community as a Lake Road Neighborhood Association officer, Public Safety Advisory Committee Chair, and former Budget Committee member.

B. Milwaukie Participation in the Mayors' Institute on City Design

Ms. Mangle reported Mayor Bernard was invited to attend this national program organized by the Conference of Mayors with the idea of bringing mayors, designers, developers and architects together to talk about city design problems in an educational forum. Mayor Bernard was selected along with 4 other regional mayors and several mayors from around the country. It was organized by Metro with a grant from the NEA so there was no cost to the City. Each city was asked to present an urban design problem and Milwaukie's was redevelopment of the Kellogg Treatment Plant.

Mayor Bernard said the Downtown and Riverfront Plan had a hotel, which most of the attendees hated, but he explained to them it was a placeholder. At first they were concerned about the Cash Spot becoming a parking structure until they found out the City was working with Christopher Alexander. His whole goal was to say to the region that the Kellogg Treatment Plant site offered a lot of opportunities to the region, and it was the gateway to Clackamas County. It was a great event, and there was talk of expanding the program to include governors.

Ms. Mangle said that Metro staff was working on a report and hopefully some things would be learned from the workshop. She announced that last week she was honored to go and accept an award presented to the Milwaukie Transportation System Plan (TSP) Update from the Oregon Chapter of The American Planning Association. It was essentially recognized as the Project of the Year for 2007. It was a community project in which many dedicated people provided feedback. This was really an award for all the staff and community who collaborated to build the plan.

CONSENT AGENDA

A. City Council Minutes

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CITY COUNCIL REGULAR SESSION – MAY 20, 2008

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1. **March 18, 2008 Regular Session**
 2. **April 1, 2008 Work Session**
- B. **Resolution 41-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, reappointing Teresa Bresaw to the Milwaukie Planning Commission;**
 - C. **Resolution 42-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, reappointing Scott Churchill to the Milwaukie Planning Commission;**
 - D. **Resolution 43-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, reappointing Molly Jo Hanthorn to the Milwaukie Center/Community Advisory Board;**
 - E. **Resolution 44-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, reappointing Ben Horner-Johnson to the Milwaukie Center/Community Advisory Board;**
 - F. **Resolution 45-2008: A Resolution of the City Council of the City of Milwaukie, Oregon, approving the award of contract for the Oak Street Paving (Hwy 224 to Monroe Street);**
 - G. **OLCC Application for Barb's Catering, 9002 SE 32nd Avenue, New Outlet; and**
 - H. **OLCC Application for Spring Creek Coffee House, 10600 SE McLoughlin Boulevard, New Outlet**

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

AUDIENCE PARTICIPATION

- **Stephen, Business owner on International Way**

People from Public Works wanted him to install a grease trap, but he had no grease. He opened his shop 2 years ago and if he had known about this he might not have opened in this location. They came twice before and today they had come for a third time. He was issued a citation to appear in court on June 11, 2008 and needed the Council's help.

Mayor Bernard said this related to the fat, oil, and grease (FOG) ordinance passed by City Council. To the best of his knowledge the City would install the trap for free, but if there were evidence of grease then the business would have to reimburse the City. He did not know the process for a coffee shop. He asked Stephen where the business was located?

Stephen said his business was located next to Big Town Hero at Freeman and International Way. Nobody offered to install the grease trap for free. Mr. Lund was the one who visited his business and after the second time he said he had no grease and was not going to install a trap. He then called Ms. Sears. Ms. Lander then delivered a citation. He tried to explain there was no grease. Nobody offered to install the trap for free. It had created a problem for him and to install a trap he would have to break the wall and floor. He understood there were exceptions. It made no sense to him.

Mr. Swanson read excerpts from the code and those businesses that were supposed to install grease traps. He said the City was still creating the program for the free grease trap installation and it was limited to coffee shops. It did not extend to businesses that provided coffee and food. The program had not been adopted yet. It would be coming to Council in the form of an amendment.

Councilor Stone asked if Stephen's business sold food.

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Stephen said replied he sold food, but he did not cook it. He spoke with Big Town Hero, and they were told by the City that because everything they used was pre-sliced and they did not cook that they did not need to install a grease trap. It was amazing to him why they did not need a grease trap but he did.

- **Ed Parecki, Milwaukie business owner**

Mr. Parecki wanted to talk about the FOG program. The code clearly stated that the purpose of the code was to prevent the excessive amount of grease going into the system. It talked about grease buildup and blockages. The definition of grease was any liquid or solid made up primarily of fat, oil, and grease. There was nothing in a coffee house that was primarily of made up of fat, oil, or grease. The milk, which is not poured down the drain, was 3.8% fat at the most. It was served and people drank it. The worst thing they could possibly do was rinsing an empty container into the sewage system. There was no way they would every have an excessive amount of grease or oil introduced into the sewer system. He did receive a letter that said the City would install a grease trap on his property and if there was any evidence of grease, fat or oil he would have to reimburse the City for it. There would be evidence because he did rinse empty canisters of milk after he served the one serving. To tell him it was a free service was not being truthful. It would destroy the way he was doing business because of the way his shop was laid out, and Stephen was in the same situation. He had a beautiful shop and severed great coffee. In order to install a grease trap he would need to do some major remodeling, and it could put him out of business. It was unfair for the City to push this kind of a program onto businesses that had no problem. He would bet that any household in Milwaukie produced more grease in any day than he would ever produce in any day. Anyone cooking with oil at home caused the problem; it was not small shops like theirs. Stephen was trying to say he was being cited \$1,000 a day for a code that was not clear. Here we ago again with the City trying tell him that the code had to be enforced even though Councilor Loomis once said that just because it was in the code did not make it right. If the City chose to enforce the code at least read it and enforce it according to what it said. It was clear what it said. He did not want to get into a legal fight with the City when he got the citation, which he anticipated. He rejected the offer that the letter provided. The offer was made with the assumption of guilt. They were going to prove to him that he had fat and oil going into the sewer. He did not appreciate the tone of letter. It sounded a lot like what was going on with TriMet and the City with presumptions of guilt and arrogance. He was not going to close his shop down to add a little grease trap to show that he had 3% of fat going into to a sewage system. He did not cook anything; he just provided great service. It was not fair for him to have to go to court and hire an attorney to fight a code that did not apply.

Councilor Stone asked Mr. Parecki if in the course of obtaining building permits was there a requirement for a grease trap.

Mr. Parecki replied not in any of the permits he received.

Mr. Swanson noted this code was adopted in 2007.

Mr. Parecki said his business was opened in October 2005 and Stephen's business was open prior to 2007. They were also trying to apply the code to Purdy's Cart.

Councilor Stone asked if Council could revisit this. From what she heard this seemed unreasonable to require a coffee shop not doing any cooking to be held to these standards. If that should happen and a grease trap installed what quantified the amount of grease found to require the owner pay back for the installation of the trap. What did excessive mean? It did not seem clear from what she had heard. She would like to see the code.

Mr. Asher said staff would be happy to revisit this. Neither Jim Lund nor Ronelle Sears were present from the wastewater division to respond to some of these questions. Coffee shops were in a different class because it became clear in the implementation of the program that they were not contributing in the same way that a fast food restaurant was contributing. The people who worked on this said that coffee shops did contribute FOG deposits to the system. Great American Video for example was an establishment that mostly served coffee and they were complying with the program without issue. Nevertheless, with Spring Creek and some of the others he thought the City should go to some efforts to demonstrate that indeed the City should have to prove that there were FOG deposits. It was the exact opposite of what Mr. Parecki said there was no presumption of guilt it was a presumption of innocence unless the City were able to positively demonstrate that those establishments were contributing buildup to the system. The letter did not quantify what evidence meant because it was an offer letter. It was a presumption to say that any trace amount would be used by the City as evidence. Mr. Monahan had been reviewing the code and was working on that legal instrument so they could get to some mediated agreement with coffee shops. However, with Mr. Parecki he had told Ms. Sears that he was not interested in participating so the code would have to be enforced as it would against anyone else in the City who was running a business who elected not to comply or work with the City. He was frustrated listening to the testimony here tonight because he thought the City had bent over backwards to accommodate the coffee shops because they were in a different class.

Mr. Monahan said the shop had been looking at draft language for a compliance process, and the recommendation made by Ms. Sears and what she was suggesting was not a trace amount after a 6 month period, but he thought the language referred to a 2-inch layer of grease. He was not sure what size of a grease trap would be necessary for a coffee shop, but that was her recommendation. They were looking at that program now. He was not aware that citations had been issued and he expected the draft would be back to staff in about 1 week.

Mr. Swanson repeated that he understood the program was for coffee shops. This had been a very emotional and contentious situation. Council could revisit it. He would e-mail copies of the code language tomorrow and schedule a time to go over it. He would ask to have Stephen's court date adjusted until this was resolved. The City Council could adjust the standards, so he would provide a copy of the code language followed by a review. He would work with the court to delay any action on the citation for Café Bon Jour, and then staff would get direction from the City Council. He noted the other day he visited Brookside and looked in the chamber and there was about 2-3 inches of grease on top. It was a problem, but the question was, is this the level at which you want to deal with it. Council could revisit that.

Councilor Stone suggested an informational piece in *The Pilot* about putting grease down drains.

PUBLIC HEARING

Motion to Consider Continuation of Amendments to Milwaukie Municipal Code (MMC) Section 19.321.7 and 19.321.3

Mr. Swanson provided the staff report. This was a monthly action for Council to consider that which began on June 20, 2006 with a number of amendments to MMC and the Comprehensive Plan Chapters 4 and 5. At that time there were 2 proposed code sections that were considered but were not enacted and continued. He reviewed the 2 proposed sections. Section 19.321.3, was entitled unpermitted uses and defined major utility facilities including wastewater treatment plants as being prohibited uses in all zones within the City. Section 19.321.7 is entitled non-conforming community

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service uses, which declared any use that was prohibited in section 19.321.3 as non-conforming and allowed them to remain in effect until December 31, 2015. After that date the property owner and the operator of the use were jointly liable to the City for payment of a non-conforming major utility fee if they had not terminated that particular use. The example in Milwaukie was the Kellogg Treatment Plant. If these sections were enacted they would require the use be terminated, and if it remained open the district operating it would be liable for an as yet to be determined major utility fee. The reason they considered continuation was because it was in the midst of the Citizens Advisory Committee (CAC) process regarding wastewater treatment, and it was decided that it would not be productive, in the middle of that process, to adopt the 2 amendments. It would have created more problems in terms of City cooperation with the process. With the failure of the CAC recommendations to be adopted by the Board of County Commissioners (BCC) a community process trying to again establish a wastewater treatment strategic plan for the whole of both districts was developed. In the last couple of weeks one of the major issues had been how to fund an elimination of the Kellogg Treatment Plant and last week at the partners meeting it was determined that none of the partners Tri-City, CCSD#1 and unincorporated were willing to participate financially. They did not see removal as a regional issue and therefore did not see it as their responsibility. That was a disappointing outcome at this point in time, but the BCC would take the issue and make the final determinations. There is a part of him that thought it was time to adopt the code amendments to tell everyone where Milwaukie stood. The removal of the Kellogg Treatment Plant was an important issue for the City. Milwaukie had shown itself willing to be a regional partner and at least with the Board gained some credibility by taking risks to solve the problem. He was convinced that adoption of the 2 code amendments would nullify some of the positive steps. We may need to become street fighters, but he did not think now was the appropriate time. He recommended continuation to the June 17, 2008 City Council meeting.

It was moved by Councilor Chaimov and seconded by Councilor Stone to continue consideration of amendments to Milwaukie Municipal Code Section 19.321.3 and 19.321.7 to the Regular City Council Meeting on June 17, 2008. Motion passed [3:2] Mayor Bernard and Councilors Chaimov and Loomis voting 'aye' and Councilors Stone and Barnes voting 'no.'

OTHER BUSINESS

A. Agreement between City and Clackamas River Water to Purchase Surplus Water

Mr. Shirey provided the staff reports. In 1998, the City entered into the agreement to buy water from Clackamas River Water (CRW). The agreement said the City had to buy and pay for no less than 500,000 gallons per day, whether it was needed or not. In 2006, after a pretty extensive look at our water supply needs they determined it was no longer in the City's interest to pay for water that was not need. Staff initiated a contact with CRW 18 months ago, and they had been working slowly but diligently toward the agreement in front of Council tonight. There were 9 years left in the agreement, and they had reached terms that were a fair compromise. It was a 20-year agreement with the City phasing out over time. He reviewed the terms of the agreement. He passed out a replacement page 3 that spoke to other shared responsibilities, and CRW offered the modification that was in Milwaukie's best interest. The CRW Board had approved this in principle and would ratify formally.

Councilor Barnes referred to page 4 of 7 and CRW's right to withhold non-emergency water. Could CRW withhold water and still charge the City for it?

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DRAFT MINUTES

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Mr. Monahan replied CRW did not have to sell anything but surplus water. If they were in a situation that they did not have surplus water and Milwaukie did not need the water except for an emergency there would be no accommodation. At this point Milwaukie was paying for water it did not need to draw. The revised contract would allow Milwaukie to obtain as much water as needed up to the amount the City was paying for within that year at wholesale rates. If we got into an emergency situation it would be at a higher rate, and could go beyond the amount of water that would be due under the terms of the contract. The cost in an emergency was twice the wholesale rate, which turned out to be a competitive rate for emergency water. He pointed out an additional change on page 1, which referred to the effective date of January 1, 2008 as agreed to by the Board in principle.

It was moved by Councilor Loomis and seconded by Councilor Stone to adopt the resolution authorizing the City Manager to execute a modified and restated agreement between the City and Clackamas River Water to purchase surplus water.

Councilor Barnes would vote 'no' based on principle.

Councilor Chaimov declared a potential conflict of interest and would abstain.

Councilor Stone asked the difference between what was in staff report and in the handout.

Mr. Shirey replied there were CRW customers in Milwaukie, which the City served, and this had to do with the connection and installing meters.

Mayor Bernard appreciated the savings that would begin in July 2008.

Councilor Stone echoed Mayor Bernard's response and in looking at the current contract Milwaukie would save \$612,000. She agreed with Councilor Barnes and said it was unfortunate that the City could walk away from the contract without a fee.

Councilor Loomis echoed Mayor Bernard's comments. Mr. Shirey did a good job and saved the City money.

Mr. Shirey said he wanted to make clear that the water the City was paying for starting July 1 was available if the City wanted it.

Motion passed [3:1:1] Mayor Bernard and Councilors Stone and Loomis voting 'aye', Councilor Barnes voting 'no', and Councilor Chaimov abstaining.

RESOLUTION 46-2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE A MODIFIED AND RESTATED AGREEMENT BETWEEN THE CITY OF MILWAUKIE AND CLACKAMAS RIVER WATER (CRW) TO PURCHASE SURPLUS WATER.

B. Council Reports

Councilor Stone reported on the Library Plant Sale.

Councilor Loomis attended a number of meetings and toured Portland Waldorf School with Councilor Stone and Councilor Chaimov.

Councilor Chaimov was pleased to volunteer at the plant sale and tour the Waldorf School.

Councilor Barnes attended to Linwood Art Run; Elks Lodge Benefit Luau for K-9 unit on May 31. She discussed the Partners meeting and asked Councilor Loomis to comment.

Councilor Loomis said hoped the group to come up with a plan that decommissioned Kellogg and let the region decide and vote on it. Maybe there were people out there that had a less narrow view of the benefit of decommissioning Kellogg and what it would do for the region, and not just Milwaukie.

Councilor Barnes said concern for her was a regional solution and if we go forward we would still have to pay the conveyance fees between Milwaukie and Tri-City. If Milwaukie went it alone to pay for decommissioning at the very minimum it would be \$46 extra from what they were paying now, but she did not see it going there. There was some good input from Happy Valley.

Councilor Stone said she did not want to see Milwaukie rates go any higher than anyone else's, but her strong feeling on this was to make sure that whatever Milwaukie did it was environmentally sound; weighed the cost of retrofitting Kellogg Treatment Plant; and worked as partners because we were all using the same pipes.

Mayor Bernard said there was a ways to go, and people needed to sit down and talk more. It seemed ridiculous when the feds were abandoning us; the State was not helping pay for roads; and the County had not been a great partner. It seemed like everyone is standing alone and working apart. He didn't understand how they would be able to convey all the information so people could make an informed vote.

Mayor Bernard had the honor of welcoming former President Bill Clinton and Chelsea Clinton at North Clackamas Park. Barack Obama drove past the Farmers' Market on Sunday. He toured 3 Creeks and suggested organizing a walking tour with Metro and the County. There will be a City Hall 70th Birthday on July 11 from 11:30 – 1:30. Michael Scholar and Beth Kelland were appointed to the Citizens Utility Advisory Board and Mark Docken to the Library Board as soon as there was a vacancy.

Councilor Stone asked if work session dates would be scheduled.

Mayor Bernard said that Mr. Swanson was working on that.

Councilor Stone appreciated staff and the thoroughness of their reports. In order for that to continue they needed to have enough time to not only hear a staff report but also to discuss. Council had talked about not having to cast a vote on an issue that they had just heard about the same night. She would be willing temporarily to add an extra work session.

Councilor Chaimov said from his perspective the most important issue was getting a time when all 5 Councilors were together. If Mr. Swanson could come up with a plan to streamline information and facilitate Council having more discussion then that was most important to him.

Councilor Loomis would like to have more time for discussion and would wait to see what Mr. Swanson proposed.

ADJOURNMENT

It was moved by Councilor Chaimov and seconded by Councilor Stone to adjourn the meeting. Motion passed unanimously. [5:0]

Mayor Bernard adjourned the regular session at 8:16 p.m.

Pat DuVal, Recorder

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
ESTABLISHING INITIAL MILWAUKIE ARTS COMMITTEE TERMS OF OFFICE.**

WHEREAS, Section 2.17.030 of the Milwaukie Municipal Code addresses member terms of office by stating, “initially five members shall serve a three-year term and five shall serve a two-year term”; and

WHEREAS, the initial terms of office were established after the first regular Milwaukie Arts Committee meeting for those members whose terms commenced June 17, 2008; and

WHEREAS, Milwaukie Charter Section 26 provides that, “the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body.”

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

SECTION 1: That Eric Griswold, Alicia Hamilton, Coral Natta, Joe New, and Chris Sapienza are appointed to terms that shall expire on March 31, 2010.

SECTION 2: That Kati Bendig, Liz Danek, Jeff Davis, Mark Gamba, and Nancy Matich are appointed to terms that shall expire on March 31, 2011.

SECTION 3: This resolution takes effect immediately upon passage.

Introduced and adopted by the City Council on July 1, 2008.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC

Pat DuVal, City Recorder

City Attorney

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPOINTING MARK DOCKEN TO THE MILWAUKIE LEDDING LIBRARY BOARD.

WHEREAS, a vacancy exists on the Milwaukie Ledding Library Board; and

WHEREAS, Milwaukie Charter Section 26 provides that, “the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body,” and

WHEREAS, Mark Docken possesses the necessary qualifications to serve on the Milwaukie Ledding Library Board.

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

SECTION 1: That Mark Docken is appointed to the Milwaukie Ledding Library Board.

SECTION 2: That his term of appointment shall commence on July 1, 2008 and shall expire on March 31, 2011.

SECTION 3: This resolution takes effect immediately upon passage.

Introduced and adopted by the City Council on July 1, 2008.

Susan Stone, Council President

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC

Pat DuVal, City Recorder

City Attorney



To: Mayor and City Council

**Through: Mike Swanson, City Manager, and
Kenneth Asher, Community Development and Public Works Director**

From: Paul Shirey, Operations Director

**Subject: Award contract to deconstruct the Cash Spot building located at
11100 SE McLoughlin Blvd.**

Date: June 18, 2008 for July 1 Regular Session

Action Requested

Authorize the City Manager to execute a contract with Dan Obrist Excavation, Inc. and issue a purchase order for the deconstruction of the Cash Spot building located at 11100 SE McLoughlin Blvd. in an amount not to exceed \$60,500.

History of Prior Actions and Discussions

April 2008: City Council was briefed on the proposed building deconstruction project.
July 2006: City Council authorized the acquisition of the property by Resolution 34-2006, dated July 18, 2006.

Background

The City came into ownership of the Cash Spot, a local pawnshop and former restaurant located at SE Washington St. and McLoughlin Blvd., in the summer of 2006. The existing building is presently in poor condition and has been the subject of vandalism and theft. The brass "port-hole" windows were stolen last fall. It constitutes an "attractive nuisance" and hence a liability for the City. The building is surrounded on three sides by streets and unimproved areas and sits below-grade on one end. This relative lack of visibility and neighbors who might keep an eye on what is going on tends to attract people to loiter and litter on the property. The city has taken prudent measures to secure the building with locks and boarded up the windows, but has not fenced the lot. The property continues to present a long-term liability in its present unoccupied condition. Code Enforcement recently received a complaint regarding illegal dumping at

the site and the only adjacent neighbor has complained about transient activity and trash.

Deconstruction of the building has no connection to the previous work to rebuild McLoughlin Blvd. All federal funds for the McLoughlin project have been expended, the project was “closed out” by ODOT in December 2007 and no federal funds are or have been used for the demolition of the building. The property needed for the McLoughlin reconstruction project in 2005/2006, (1000 square feet), at the corner Washington St. and McLoughlin Blvd., was dedicated to the state for right-of-way purposes in 2006.

Demolition/deconstruction of the Cash Spot is a chance for the City to demonstrate its growing commitment to sustainable practices and to meet the intent of the U.S. Conference of Mayor’s Climate Change Agreement, endorsed by Milwaukie in September 2007, Resolution number 59-2007. Physical demolition of buildings is now being done sustainably by deconstructing (taking apart) the building, reusing and recycling all salvageable materials to the maximum extent practicable. The contractor will be required under the terms of the contract to document all salvageable building materials removed for reuse and recycling and measure the volume of material sent to landfill, with the objective of minimizing contributions to landfill. The building has a basement that will need to be backfilled. Concrete walls will be crushed on-site for use as back-fill in the sub-grade space and any left over material hauled to other construction sites for reuse. Metals, glass and other materials will be recycled. The foundation walls will be removed to within 24 inches below grade.

Nine bids were received, two bids were deemed non-responsive and Dan Obrist Excavation, Inc. (DOEI) was determined to be the most responsive bidder. The City used a qualification based selection process, so lowest cost was not the sole determinate in awarding the contract. DOEI documented a clear understanding and past successful project experience in deconstruction for both private and public clients. DOEI will demolish the building through a deconstruction process. A hazard assessment was conducted on May 21st. No asbestos was detected; mercury containing lighting devises will be removed and properly disposed of by the contractor. No lead or lead-based paint was discovered above reportable standards. Oregon law exempts demolition projects from prevailing wage (Davis-Bacon) requirements.

Once the building is removed, options for the use of the site, including the possibility of preparing the lot for use as permit parking will be considered. Redevelopment of the property can be anticipated within five to seven years.

Concurrence

The Engineering, Planning, Community Services, Library and Finance Directors concur with the planned deconstruction.

Fiscal Impact

Funds for the project come from a Facilities Division CIP item for a new library book check out system that was not be completed in 2007/08 because Clackamas County deferred installation of software needed to support the system until January of 2009. Since the deconstruction project was not completed by June 30, the funds were carried over in the recently adopted budget for 2008/09. The budget is \$75,000, sufficient to cover the cost of the Cash Spot demolition project, including the hazard assessment and inspection services. \$75,000 for the library checkout system is also included in the adopted 2008/09 budget.

Work Load Impacts

Obtaining bids, awarding the contracts for demolition, hazard removal and project inspection will be managed by the Operations Director with some assistance from the Facilities Coordinator. This added responsibility may require some adjustments to the Director's work plan goals. An on-site inspector will be engaged to provide daily project oversight and control. The cost of these services is included in the budget for the project.

Alternatives

Conventional Demolition. Quotes of \$41,000 and \$45,000 were obtained for demolition using conventional methods, although this is a non-sustainable method. The true cost of adding to landfill is not measured and makes conventional demolition appear cheaper. It does not account for the loss of land and the cost of the energy needed to manufacture materials lost to waste (e.g. glass, metals, wood and fiber).

Attachments

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AND ISSUE A PURCHASE ORDER TO DAN OBRIST EXCAVATION, INC. FOR THE PURPOSE OF DECONSTRUCTING THE CASH SPOT BUILDING LOCATED AT 11100 SE MAIN MILWAUKIE, OREGON IN AN AMOUNT NOT TO EXCEED \$ 60,500.

WHEREAS, the City of Milwaukie aquired the property as a result of the acquisition of right-of-way for the reconstruction of McLoughlin Blvd; and

WHEREAS, the property has no economic utility and is unoccupied and constitutes an attractive nuisance and liability for the City of Milwaukie; and

WHEREAS, The City of Milwaukie is a signatory to the U.S. Mayor's Climate Change Agreement and as a result is committed to changing the way it does business including maximizing the reuse of buidling materials and recycling of materials in an effort to reduce contributions to landfill, endorsed by resolution 59-2007 ;

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized to execute a contract with Dan Obrist Excavation, Inc. for the deconstruction of the Cash Spot Building located at 11100 SE McLoughlin Blvd and issue a Purchase Order for same

Introduced and adopted by the City Council on July 1, 2008.

This resolution is effective on July 1, 2008.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC

Pat DuVal, City Recorder

City Attorney



To: Mayor and City Council

Through: Mike Swanson, City Manager

From: Mary Rowe, Human Resources Director

Subject: Contract for Services with Clackamas County Dispute Resolution Center

Date: June 6, 2008

Action Requested

That the City Council passes the attached resolution which will allow the City of Milwaukie to enter into an intergovernmental agreement for services with Clackamas County Dispute Resolution Center (CCDRC).

Background

The City has utilized CCDRC for mediation services for a number of years. They provide mediation services in neighbor to neighbor conflicts that often arise from a code compliance issue. They also provide training for City employees in conflict resolution skills.

Concurrence

Bill Monahan the City's attorney has reviewed the contract and concurs. Mike Swanson and Community Services also concur that this is a good use of City resources.

Fiscal Impact

The contract is for \$3,200 annually for a three (3) year period with the option to renew on an annual basis for a period not to exceed two (2) additional years.

Work Load Impacts

This agreement saves on staff workload of staff by having CCDRC resolve some between neighbors that might otherwise end up being sent to City staff for assistance. It also

assists staff by offering training for skill building to more effectively resolve issues for citizens thereby enhancing customer service.

Alternatives

The alternative would be to decline to enter into an agreement for services.



**CITY OF MILWAUKIE, OREGON
INTERGOVERNMENTAL AGREEMENT
CLACKAMAS COUNTY DISPUTE RESOLUTION CENTER**

THIS AGREEMENT made and entered into this 1st day of July, 2008 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and Clackamas County Department of Human Services, Dispute Resolution Center, 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.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on June 30, 2011 whichever comes first. After such time the parties may renew the agreement on an annual basis for a period of not greater than two (2) years. 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 three thousand two hundred dollars (\$3,200) annually 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.

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- 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 affect 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.

- C. 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 and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, subject to the limits of the Oregon Tort Claims Act, ORS 30.270, 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'

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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

County will maintain at all times during this agreement commercial general, auto and professional liability coverage pursuant to the Oregon Tort Claims Act and subject to the limits of the Act. County self-insurance will satisfy the requirements of this paragraph and County agrees to maintain an actuarially sound self-insurance fund for this purpose.

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:

City	Contractor
City of Milwaukie	Clackamas County, Dept. of Human Services, Dispute Resolution Center
Attn: Accounts Payable	Attn: Amy Cleary
10722 SE Main St., Milwaukie, Oregon 97222	Address: 112 11 th St. Oregon City, OR 97045
Phone: 503-786-7523	Phone: 503-655-8850
Fax: 503-786-7528	Fax: 503-655-8841
Email Address: finance@ci.milwaukie.or.us	Email Address: amycle@co.clackamas.or.us

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. PROFESSIONAL SERVICES

The City requires that services provided pursuant to this agreement shall be provided to the City by a Contractor that does not represent clients on matters contrary to City interests. Further, Contractor shall not engage services of an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests.

Should the Contractor represent clients on matters contrary to City interests or engage the services on an attorney and/or other professional who individually, or through members of his/her same firm, represents clients on matters contrary to City interests, Contractor shall consult with the appropriate CITY representative regarding the conflict.

After such consultation, the Contractor shall have 30 days to eliminate the conflict to the satisfaction of the City. If such conflict is not eliminated within the specified time period, the agreement may be terminated pursuant to Section 13 (B) (3) of this agreement.

12. 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.

13. TERMINATION WITH CAUSE

If either party desires to terminate this agreement, except as under Section 13 B below, the party must provide written notice on or before July 1st with termination to be effective thirty (30) days after the termination notice.

Notwithstanding Section 13 A, upon sixty (60) days written notice, County may in its sole discretion terminate this agreement in its entirety if the City fails to meet its payment obligation under this agreement.

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

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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.

14. 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.

15. 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.

16. 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.

17. 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 659A.142, and all regulations and administrative rules established pursuant to those laws.

18. ERRORS

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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.

19. EXTRA (CHANGES) WORK

Only Mary Rowe on behalf of the City 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. 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.

20. 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.

21. 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

22. 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.

23. 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.

24. 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.

25. 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

CLACKAMAS COUNTY

Chair: Lynn Peterson
Commissioner: Martha Schrader
Commissioner: Bill Kennemer

Mike Swanson, City Manager

Signing on Behalf of the Board:

Date: _____

Cindy Becker, Director
Department of Human Services

Date: _____

Approved as to Legal Sufficiency:

Approved as to Content:

Bill Monahan, City Attorney

Maureen Thompson, Division Director

Date: _____

Date: _____

EXHIBIT A
SERVICES TO BE PROVIDED

1. Scope of Duties

(a) The following basic level services shall be provided to the City by CCDRC:

<u>TASK</u>	<u>PARTY RESPONSIBLE</u>
1. Volunteer recruitment	1. CCDRC
2. Volunteer training	2. CCDRC
3. Volunteer scheduling	3. CCDRC
4. Provide space for mediators	4. CCDRC
5. Mediation services promotion	5. CITY
6. Intake	6. CCDRC & CITY
7. Phone conciliation	7. CCDRC
8. Mediation	8. CCDRC
9. Identify mediation locations	9. CITY
10. Brief city departments	10. CCDRC & CITY
11. Training for City staff	11. CCDRC

- (b) The basic level service will include but is not limited to neighbor-to-neighbor and landlord-tenant conciliation and mediation services of up to 8 cases annually. In determining the value of services under the contract, each case will be allocated a cost of \$400.
- (c) At the request of the City, CCDRC shall provide 2 briefings to City staff or neighborhood officers on mediation services.
- (d) The City shall provide information on local resources to CCDRC staff and volunteers.
- (e) The City shall be allowed to send up to two (2) participants twice a year to either the beginning and/or the advanced mediation training.

2. Evaluation

The City and CCDRC will review progress every three months. Evaluation will include but will not be limited to number of cases handled, types of cases, case disposition, average number of days a case is open, number of volunteers and volunteer hours spent on cases. Total number of hours spent on cases.

Information provided to City by CCDRC shall be in the same general format as provided to the Oregon Office for Community Dispute Resolution Centers, U of O Law School. The reporting of case information shall respect the confidentiality of the mediation process as described in ORS 36.220.

If at the three-month evaluations, the number of cases is lower than expected, CCDRC and the City can increase promotion of the mediation program to build number of cases or CCDRC can provide alternative services as selected by the City and described below (with costs for training allocated to the contract at \$100 per training hour for (a) through (c) below):

- (a) Conduct leadership training for neighborhood association members including effective

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communications, conflict resolution, consensus building.

- (b) Provide in-service training for City staff including mediation training, dealing with difficult people, problem-solving and generating creative solutions.
- (c) Conduct public meeting facilitation.
- (d) Attendance by City staff at CCDRC sponsored trainings, with costs allocated to the contract at the early registration fee for other training participants.

3. Compensation

The basic level services defined in Exhibit A above will be provided to the City by CCDRC for \$3,200 annually. If and when demand for services exceeds the basic level, additional services will be provided for up to an additional \$3,000. Such additional services and their cost shall be described in writing as an amendment to this agreement. Payment for the basic level services shall be made within 60 days of the date that CCDRC invoices the City of Milwaukie

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH CLACKAMAS COUNTY DISPUTE RESOLUTION CENTER FOR MEDIATION AND TRAINING SERVICES FOR THE FISCAL YEARS 2008 – 2011.

WHEREAS, having resources available to code enforcement for neighborhood mediation helps resolve disputes in the community thereby enhancing the livability of Milwaukie and having employees trained in conflict resolution skills increases the quality of customer service;

WHEREAS, the cost to provide these services is contracted to the Clackamas County Dispute Resolution Center through the execution of an intergovernmental agreement that will extend through June 30, 2011;

WHEREAS, failure to provide these services will impact the quality of services provided to our citizens and place increase demand on City services;

NOW THEREFORE, BE IT RESOLVED, that the City Manager is authorized to sign the intergovernmental agreement which authorizes the Clackamas County Dispute Resolution Center to continue to provide mediation and training services as outlined in the intergovernmental agreement for the period of July 1, 2008 through June 30, 2011.

Introduced and adopted by the City Council on July 1, 2008.

This resolution is effective on July 1, 2008.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC

Pat DuVal, City Recorder

City Attorney

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, PROVIDING PUBLIC NOTICE OF A SPECIAL CITY COUNCIL MEETING ON JULY 14, 2008.

WHEREAS, in order to allow adequate time for public comment on the selection of the Locally Preferred Alternative for the Portland-Milwaukie Light Rail Project before the Council deliberates and makes a decision on its recommendation, the City Council has determined that a special meeting is needed to allow for the public hearing to open on July 14, 2008 and continue to July 15, 2008; and

WHEREAS, the Municipal Code Chapter 2.04.080 states that the City Council must provide notice of a special meeting time and place and a description of the business to be transacted at that meeting;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Milwaukie, Oregon:

Section 1: The Milwaukie City Council will hold a special meeting on July 14, 2008 to hear public comment on the Locally Preferred Alternative for the Portland-Milwaukie Light Rail Project.

Section 2: The Milwaukie City Council will hold its regularly scheduled meeting on July 15, 2008 at which time it will hear any additional new public comment and deliberate and vote on its Locally Preferred Alternative for the Portland-Milwaukie Light Rail Project.

Section 3: The City Recorder is directed to provide notice of this meeting as required by law.

Section 4: This resolution is effective upon adoption.

Introduced and adopted by the City Council on July 1, 2008.

James Bernard, Mayor

ATTEST:

Pat DuVal, City Recorder

APPROVED AS TO FORM:

Jordan Schrader Ramis PC



To: Mayor Bernard and Milwaukie City Council
Through: Mike Swanson, City Manager
From: Larry R. Kanzler, Chief of Police
Date: June 10, 2008
Subject: **O.L.C.C. Application – MillerCoors – 9696 SE Omark Drive**

Action Requested:

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from MillerCoors – 9696 S.E. Omark Drive.

Background:

We have conducted a background investigation and find no reason to deny the request for liquor license.

7. INFORMATION

North Clackamas Parks and Recreation District
MILWAUKIE CENTER/COMMUNITY ADVISORY BOARD
Minutes of May 9, 2008

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

MEMBERS EXCUSED: Ben Tabler

STAFF PRESENT: Joan Young, Donna Lugibihl, Beth Meyer, Abby Kennedy, Cheryl Nally

CALL TO ORDER: Joan Staley called the meeting to order at 9:33 am. Motion was made to accept the minutes as printed. Ben Horner-Johnson asked that the minutes be approved and was seconded by Katie Rudfelt. Minutes were approved unanimously.

GUESTS: None

CORRESPONDENCE: None

DISCUSSION & ACTION ITEM:

FUTURE VISION TASK FORCE REPORT

Kim Buchholz commented about the Final Report issued by the Future Vision Task Force which was mailed to the C/CAB members. Members of the Task Force included: Kim Buchholz, Joan Young, Cheryl Nally, Jan Wirtz, Kathi Schroeder, Jeanne Reairdon, Susan Edwards, Andrew Nordby and Steve Brown. Members were invited to attend the C/CAB meeting today.

This group met consistently since May 2007 working hard and committed to the effort to ensure the continued growth and sustainability of the Milwaukie Center. They reviewed materials related to business plans, the shifting aging demographics expected over the next several decades, changes in technology and a recent study done by Lake Oswego. Four concepts emerged:

1. To continue to offer current programs that meet certain criteria – whether it continues to be viable or not.
2. Work with other partners to find and promote programs that are related to the Center's mission and to serve the needs of the community (example: the Healthy Living Guide).
3. Utilize and create available technology to maximize programs and services, i.e. in-home care and services.
4. Looking at partnerships and other sources for maintaining programs, such as the Milwaukie Center's partnership with Bob's Red Mill. Presently the Milwaukie Center depends on government funding, the Friends donations, grants and user fees. Need to re-examine government funding keeps getting whittled away.

The recommendation is to use the four concepts listed as the basis for staff to establish necessary criteria, along with program and service proposals. Staff is asked to bring specific recommendations to the C/CAB for update and review no later than Jan 2009. Joan has asked Cheryl Nally to take on this project, to research it and to ask for recommendations from staff.

Joan said that this is an action item so a motion needed to be made to approve the Task Force recommendation. Jane made a motion to approve the Task Force recommendation and Molly seconded it. It was unanimously approved. Kim once again thanked the Task Force committee for all their hard work.

BOARD/COMMITTEE REPORTS

NC DISTRICT ADVISORY BOARD MEETING

Molly attended the District Advisory Board meeting on Thu, May 8. Neil Nedilisky appeared to discuss plans for an amphitheater on the Eagle Landing Project. He wants to proceed with the construction this spring and has plans to provide about 500 parking spaces. There has been no opposition from the neighborhood. Board members approved moving ahead on this project.

Roy Wall reported on some necessary changes in the Budget which were approved by the Board.

Michelle Healy reported that the 162nd park and 2 new schools are to be built on a shared site. There will be planning meetings on May 1 and again on May 20 to get input from citizens.

A promoter for a skateboard park attended the meeting and shared some ideas and information to the Board.

The Five Year Plan for Capital Improvement was discussed. 2008-09 has been included in the budget. The remaining 4 years were reviewed. 2009-10 will include constructing the trolley trail, Mt. Scott Creek trail, 162nd Community Park and fields for Jennings Lodge and Candy Lane. 2010-11 will include the trolley trail, District Park, Scouters Mountain and 162nd Community Park on through 2012-13. Joanne Herrigel, of the Milwaukie City staff, asked the Board to consider allocating some capital improvement dollars to match funds for the Milwaukie Riverfront Park. The Board agreed to look at possibilities for the 09-10 fiscal year.

Phasing of the improvements to the North Side Plan was discussed. Planning staff will move forward to gather more information and realist projected costs.

NC PARK STEWARDSHIP COMMITTEE

Eleanor reported that there was not much new to report. Earth Day was celebrated on Sat, April 19 at the Milwaukie Center. There didn't seem to be much planning or advertising for this event resulting in low attendance.

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PROGRAM/SERVICES COMMITTEE: Did not meet.

NUTRITION/TRANSPORTATION COMMITTEE: Did not meet.

FRIENDS OF THE MILWAUKIE CENTER, INC.

Eleanor reported that the Wine and Roses Murder Mystery Dinner and Auction was a great success and a lot of fun.

Jo Ann Santell has been hired to work part time with Colleen, helping out with fund-raising. Eleanor felt that Jo Ann would be a real asset to the Friends.

GOVERNOR'S COMMISSION

Joan S. excused herself to take a conference call regarding the Governor's Commission. Eleanor Johnson filled in as chairperson. Joan reported that the Commission is taking their show on the road and visiting some smaller communities, like Ontario and Astoria, to get input from seniors living there.

CENTER REPORT

Joan Young confirmed Cheryl's replacement has been hired. Her name is Abby Kennedy. Cheryl will be working part time on special projects.

Beth reported that the theme for the 2009 quilt show is "My Oregon". Summer classes are starting to fill and they're offering a new art class "Outdoor Sketchbook". The Keep on Trekkin' Program has been very successful, with 14,000 miles of steps being reported by the participants, over an 11 week period. Beth spoke of the Travel Fair which was held in April. Several vendors came in and set up their tables with information about upcoming trips. Need to push for better attendance.

Jane Hanno enjoyed the Volunteer Recognition – great entertainment and food. Over 200 people attended and all seemed to have a great time.

Cheryl reported that she's training Abby in her new position as Human Services Coordinator. Abby has many years of experience working for Multnomah County.

INFORMATION/ANNOUNCEMENTS

Ben Tabler and Joy Estes have agreed to work on the nominating committee. Next month they will bring back a slate of officers to vote on.

ADJOURN –The board meeting was adjourned by Chair Eleanor Johnson at 10:20 am.

Minutes prepared by: Donna Lugibihl

North Clackamas Parks and Recreation District
Milwaukie Center
Monthly Report for May 2008

Programs/Services

The weekly respite program for people with memory loss/confusion, "A Place at the Center", provides appropriate activities and care for up to 12 adults while caregivers take much needed time away. To date, this year, the program has helped 17 families. Participants come from many interesting backgrounds – bank manager, pilot, homemaker, newspaper reporter, educator, construction contractor and more.

New Human Services Coordinator, Abby Kennedy, is now in her job duties full-swing and appreciates the warm welcome from Milwaukie Center's staff, volunteers and participants.

The three dozen+ blueberry bushes at Stringfield Family Park have been pruned, and a bumper crop is expected this year. The blueberries are used in the Nutrition Program meals to provide a nutritious fresh fruit for participants. Volunteers are needed to help pick the blueberries for the Nutrition Program.

The threefold partnership between Milwaukie Center Nutrition Program, Recreation Services and local ball leagues with the North Clackamas Park ball field concession stand is in its second year -- and bigger and better than ever. The stand is open weekday evenings and weekends during ball games and tournaments.

Staff met with Travel Program Coordinators in Eugene/Springfield to explore creation of a consortium modeled after their existing program. The objective is to partner with other senior centers on local overnight trips, encouraging more people to participate; and more participants equates to lower cost for participants.

The Friends of the Milwaukie Center have hired a Resource Development Manager, Jo Ann Santell. In this new position, Jo Ann will be working in the community to build business partnerships and community awareness for the Milwaukie Center. She is currently working on a sponsorship program.

Fundraising

Over 150 people attended the Friends annual Wine & Roses Murder Mystery Dinner. This is the biggest fundraising event of the year for the Friends, including a silent and oral auction, netting \$8,700. The New Century Players performed the murder mystery and Dalton's Catering served a delicious dinner.

More than 100 people attended the Housing Fair hosted by the Friends of the Milwaukie Center. This popular event provides participants an opportunity for interaction with and information gathering from staff of local retirement and assisted living facilities.

Coming Up

"Live Longer, Retire Stronger" Presentation, Wed, June 4, 5:30 pm. Find out your true age and how to live longer. At the same time, learn important investment strategies for retirement.

Golden Wedding Anniversary Luncheon, Fri, June 6, 1 am Rededication Ceremony, 12 noon. Special Luncheon. An event especially for all couples married 50+ years. Pre-registration required.

Healthy Aging Workshop – "Relaxation Techniques", Fri, June 13, 10:30 – 11:30 am. Learn several methods of relaxation with acupuncture, meditation and massage.

"Savor Your Health" Event, Tue, June 24, 9 am – 1 pm. Join us for free health screenings, receive valuable product samples and attend educational seminars.

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Friends of the Milwaukie Center Annual Donor Appreciation Luncheon, Wed, June 25, 11:30 am.