

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
December 2, 2008**

CALL TO ORDER

Mayor Bernard called the 2043rd meeting of the Milwaukie City Council to order at 7:00 p.m. in the City Hall Council Chambers.

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

Staff present: City Manager Mike Swanson, City Attorney Bill Monahan, Resource and Economic Development Specialist Alex Campbell, Engineering Director Gary Parkin, and Operations Director Paul Shirey

PLEDGE OF ALLEGIANCE**PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS****2008 Christmas Ship Proclamation**

Mr. Swanson read a proclamation naming December 10 through December 21, 2008 as *Christmas Ships Parade Weeks*. He noted on December 12 was the Milwaukie Solstice Celebration. Neal and Linda Penland were present from the Christmas Ship organization and accepted a check in the amount of \$500 from Celebrate Milwaukie, Inc.

CONSENT AGENDA

It was moved by Councilor Barnes and seconded by Councilor Stone to adopt the consent agenda.

- A. City Council Work Session Minutes, September 16, 2008
- B. City Council Regular Session Minutes, November 4, 2008

Motion passed with the following vote: Councilors Loomis, Barnes, Chaimov, and Stone and Mayor Bernard voting 'aye.' [5:0]

AUDIENCE PARTICIPATION

None.

PUBLIC HEARING**City Initiated Street Right-of-Way Vacation of Kellogg Creek Drive in North Clackamas Park**

Mayor Bernard called the public hearing to order at 7:06 p.m. The purpose of the hearing was to consider an ordinance vacating a portion of Kellogg Creek Drive in North Clackamas Park.

Mr. Parkin provided the staff report and explained the right-of-way dedication process governed by Oregon Revised Statute (ORS) 271.130. He discussed the Milwaukie Center sign proposal and stated the right-of-way would be dedicated for public use.

Mayor Bernard called for public testimony.

Lisa Batey, Milwaukie, spoke as an individual and not on behalf of the Planning Commission. How high the sign would be? She understood it could be as high as 35-feet. Say it was in the same reasonable area as the Milwaukie High School sign which was 25-feet. A 25-foot sign that was 25- or 30-feet away from the roadway, the amount of looking up was far less than the 25-foot sign that was right next to the roadway. All of those safety issues to her mind were not fully vetted with the Milwaukie High School sign, and here we were about to go down this road again. We have not had studies about the safety of pole signs. We have not had studies about the safety of electronic reader board signs. We have not had studies about the impact this could have on wildlife. There was about half of the year that the ballfields were not used that much. Is there any disruption to the wildlife? She thought the community needed to have an opportunity to come forward. Maybe the decision would be the same after that happened. To her all of these points came down to one question. Why? Why were we doing this? The only reason being given for vacating the street at this point was to let the Parks District put up a sign without being in compliance with the sign code. The parking strip could have a sign without vacating the street but probably could not have a readerboard sign because of the zoning. It might even be possible for it to have a readerboard sign if it went through the process. She thought this was premature. The decision might be the same down the line, but she did not think it should be taken without giving the neighbors and community a chance to weigh in.

Councilor Chaimov asked assuming the right-of-way was vacated who ultimately decided whether a sign went up and for what the sign would be? Was it the Board of County Commissioners?

Mr. Swanson started this process at the request of the Parks District. If the right-of-way were vacated then the sign would be permitted in that area. The Parks District, of which the Board of County Commissioners sits as the governing body, would be responsible for determining the nature of the sign placed there.

Mr. Parkin added a sign permit to the building department was required. There were structural issues, orientation, and things of that nature. That was another process in which the City would be involved.

Councilor Stone had a question about the property owners in the surrounding area and how many would be possibly affected by the electronic readerboard that was up in the air. She thought it was a good idea to notify them if something would impact them.

Mr. Parkin explained the notification followed Oregon Revised Statutes (ORS) regarding street vacations. The part about the sign did not generate any kind of notification.

Councilor Stone understood the reason for the street vacation was so the sign could be allowed. Were the property owners aware of that being the reason for the street vacation?

Mr. Parkin responded the site was posted and there was a notice in the newspaper, but they were not notified specifically.

Mr. Monahan noted the issue Councilor Stone might be concerned about was if the sign would be visible to the adjoining properties. In order to be exempt and to be permitted as an exempt sign under the building permit, it had to comply with Title 14 as was noted in the staff report. To be exempt it must not be oriented toward or intended to be legible from a right-of-way or other property. The height and the visibility of the sign would be controlled by that provision. Otherwise, it would not be an exempt sign and would not be permitted.

Mayor Bernard observed this sign was a long distance from the road and on the other side of the gate within the Park. Who would be the audience except people coming into the Park?

Mr. Parkin replied it would be oriented toward the Milwaukie Center not toward the remaining right-of-way outside the gate.

Mayor Bernard did not see how that would affect the neighbors.

Councilor Chalmov asked if there was any reason not to vacate the right-of-way. Putting aside the sign issue, did the City need the right-of-way?

Mr. Parkin said the part under the ballfield was for clarity. The remaining part at the gate – there would have to be an easement if vacated or make the utilities in that area get an easement. It was from a public agency, so it was not a big hassle as it might normally be. If the City did not vacate that portion, it would not have to worry about getting an easement. The sign permit was a matter of going to the building department and following the provisions. It could not be oriented toward private property.

Mr. Swanson was not sure the Council could add conditions like height to a right-of-way vacation. The new sign would replace an existing sign that was broken. He believed it was used to announce activities at the Milwaukie Center.

Councilor Loomis would abstain from voting from the standpoint he was an employee of the Parks District, and one of his main functions was to oversee the ballfield complex. The money raised for the sign was from the Friends of the Milwaukie Center. The sign had always been used to advertise events at the Center such as the quilt show and bake sale. The volunteers from the Milwaukie Center would change the sign, so there was a safety issue as some of the folks were older. As far as notification of neighbors, the Stewardship Committee did hold its meeting with those signs posted. He guaranteed the others that the Shooks who were very active in the neighborhood had seen those signs. Councilor Loomis had not spoken with them but could guarantee they had seen the signs. If there were an issue the Council would know about it. You cannot see the sign except when you are coming out from the Park itself. You cannot see the roadway. You cannot see it from the Church. You cannot see it from assisted living center. It was replacing an existing sign that was damaged during the construction of the ballfields. The only difference was that it was a readerboard. His understanding was the light trespass would be less than that from the existing previous sign if that helped the decision-making. He would abstain not that he had a conflict of interest or would benefit from it but he did oversee the ballpark. He guessed it would be about 20-feet. A truck hit it, so it was the height of a semi.

Mayor Bernard closed the public testimony portion of the hearing at 7:27 p.m.

Councilor Barnes appreciated Ms. Batey's comments and the concerns over public input. She knew the Shooks, and if they were concerned they would be here tonight with groups of people. She thought the neighborhood had been told or at least had an opportunity to know what was going on. From what she could see from this sign she did not think it would harm anything in the area and would actually be helpful for the Center. She was in favor of moving forward.

Councilor Stone appreciated Ms. Batey's comments as well because it was definitely something to think about and make sure people were aware of. She also appreciated Councilor Loomis' comments which helped her to go forward with the decision. She was going to support it because she felt there did not seem to be any properties affected by the placement of this sign. She knew those living in the area were very active, and they would come forward if there was an issue. She would support it.

Councilor Chaimov did not see this as an issue about the sign. It was whether the City needed the right-of-way or not. Given the reconfiguration of the Park, the City did not need it. Ms. Batey brought up good points about needing public participation and notice. He was hopeful that would take place if and when the issue of what sign should be there came up for the Parks District. He would support the vacation of the right-of-way.

Councilor Loomis also agreed with Ms. Batey that it would be a good procedure to send out notice to neighbors whether it was required or not. He did not believe the Parks District was aware this was on the agenda tonight.

Mayor Bernard observed the notification requirements were not in the code and would be an expense the City would have had to incur.

Councilor Loomis said the Stewardship Committee would have been a good group to notify. He assumed it was not notified.

It was moved by Councilor Barnes and seconded by Councilor Stone for the first and second readings by title only and adoption of the ordinance initiating the Right-of-Way Vacation of Kellogg Creek Drive in North Clackamas Park. Motion passed with the following vote: Councilors Barnes, Chaimov, and Stone and Mayor Bernard voting 'aye' and Councilor Loomis abstaining. [4:0:1]

Mr. Swanson read the ordinance for the first time.

Mayor Bernard announced since the vote was not unanimous the second reading of the ordinance would be December 16, 2008.

OTHER BUSINESS

A. Funding and Engineering Service Intergovernmental Agreements with TriMet for the Portland-Milwaukie Light Rail Project – Resolution

Mr. Swanson provided the staff report. This was one resolution requesting two actions. One of the agreements on pages 42 – 49 of the Council packet was an intergovernmental agreement between TriMet and the City of Milwaukie for engineering services for the Portland – Milwaukie Light Rail Project. The second on page 30 – 34 was an intergovernmental funding agreement between TriMet and the City of Milwaukie for the South Corridor Phase 2 Portland – Milwaukie Light Rail Project.

He addressed the funding agreement first. It provided for the \$5 million City contribution toward the project. He stressed several things. The purpose of this agreement was to start the Finance Director and himself to seriously begin a search and development of a plan to come up with the contribution. Secondly it was needed by TriMet at this point because it would be developing the financial plan that will be used in various submittals to the federal government. This agreement cannot and does not appropriate money. At such time as the City was called upon to come up with \$5 million, it would have to go through the normal City budget process that would require the Budget Committee and eventually an appropriation by the City Council. The rough date right now was 2012. He and the Finance Director had talked about this. At this point in time the City was not heavily in debt. It was good because it gave the City the ability to do some things. It was not so good because it demonstrated the City had not invested a lot in terms of the City. What we were looking at coming back with was two major projects. One would be the light rail project, and the second would be sufficient funds to complete Riverfront Park. One of the reasons for doing that was that as Milwaukie dealt with the region \$5 million out of \$1.4 billion was a drop in the bucket. \$5 million meant a lot to Milwaukie because he did not believe the City had ever spent \$5 million on anything. Mr. Swanson did not want to create a situation where the City agreed at this point in time to

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\$5 million to only find itself being asked for additional money in the future. He would rather establish a broader financial plan that looked at both completion of the light rail project as well as completion of our own local project. Can we do that project with grants? We could but not as fast. The City had been 35 years waiting for the decision. The Riverfront Board made a decision, and now we were two years down the road. He thought it would be great to be able to put that project together and finish it. We would be looking at doing something out of the general fund. In other words borrowing money and paying it back with an annual appropriation from the general fund thus avoiding an increase in taxes. He knew people were very sensitive to that. The City was paying off the water fund for purchase of the property that Riverfront Park was destined for. That would be paid off in a couple of years. That was about \$200,000. He was confident he could come up with a proposal that would handle both of those projects within the general fund. Again, this was not nor can it be an appropriation of money. This was merely a tool that would start him and the Finance Director on the search. It would also provide direction to TriMet in terms of developing the financial scenario it would have to present to the federal government.

Mr. Swanson noted both agreements were addressed in the umbrella agreement approved in the summer. As the City went through the process of engineering, it would need, as it did not currently have, a staff person who could be freed up to do the work of reviewing the proposals and the plans. As part of the umbrella agreement the City asked for funds from TriMet to hire an engineer who would be a City employee who would advise the City and focus on its interests during preliminary engineering. The City did not have sufficient staff to devote to that. A bigger entity like Portland might, but Milwaukie simply did not. That was anticipated in the umbrella agreement. There was a resolution adopting both with sufficient information in the title to form a motion. Mr. Unsworth was present to answer additional questions.

Mayor Bernard called for public comment.

Ed Zumwalt, Milwaukie, said several years ago, about '97 or '98, the City leased the old Safeway property for \$90,000 a year for five years or \$450,000 holding it for TriMet to use as a transit center. This was where North Main Village was now. He did not know if that folded into the North Main Village project or what. Nevertheless, the City spent the \$450,000.

Mr. Swanson clarified the City paid lease payments totaling \$300,000 to \$450,000 without any return.

Mr. Zumwalt continued. In 2000 or 2001 TriMet and Metro and reps and almost every politician in the area came to Milwaukie on a cold, windy day and on the Library steps presented Milwaukie with a billboard-style check for \$5 million to build our transit center. What a photo op. Now the question: what happened to that \$5 million? He discussed it several times with Mayor Bernard. The original thought was that it went to the Town Center for the I-205 line. More realistically, possibly \$2.1 million to buy Southgate. Then he saw a figure where the money spent on razing the theater and other activities brought it up to about \$3.7 million. Whatever. They had already been given \$5 million of our transit center money plus the \$450,000 for the Safeway. Enough. In first place this was our domain, our dominion, the City of Milwaukie. It was really our right-of-way, our air, and our space. They should pay us millions to bring that out-of-scale beast into town. What were we thinking? Pay them to ravage our City? To bring in crime and congestion? To destroy livability and take away our vision of our City instead of Metro's? Almost everything in that staff report about light rail performance has been refuted by experts for years. It was still the old light rail company line. In 1998 during the North-South rail election an engineering and economic paper was presented and verified. Twenty-six light rail lines were started in the US and Europe, and 21 were

operating far below standards and expectations. The staff report stated that some citizens were trying to hold the town back and preventing us from attaining our larger vision. Whose vision? Metro's? Mr. Zumwalt knew of no one in the City who did not want a beautiful, viable, vibrant city, but just not on the scale Metro and Portland wanted. They were doing their best to turn our old downtown into the north county transit center, bus and train layover, switching center, and park-and-ride. Downtown Milwaukie would be nothing but light rail and TriMet. Frankly, he was a little fed up with some staff members no matter what nice people they were and how well-intentioned they might be or how much more knowledgeable and better educated than he of telling us how much better the City would be if we just did it their way. That was what the three elections were about. Telling Metro, and TriMet, and the City Council and staff. We do not want to do it their way. Their way would be disastrous for us as a city. Our small town feel and ambiance would be gone. It was interesting to note that when the City said 'yes' to MAX in July, even though Council took issue with the possible terminus at Lake Road, TriMet and City staff said the endorsement gave the project the momentum to push ahead. The TriMet rep said the vote absolutely gave Metro and TriMet the momentum to go out for funding. If you were having negotiations with a neighbor over a fence line and he was bigger and known to be a little bit of a bully, it was not too bright to invite him into the house to finish talking. The furniture might get broke. That was what you did. Invited them in without any hard and fast rules, and we were all going to suffer for it in the long run. Tom Walsh used to be the director of TriMet and before that was head of Walsh Construction a large local developer involved in numerous fat TriMet projects. After the 1997 recall a reporter asked Mr. Walsh how that would affect light rail to Milwaukie in 1998. His answer, "Don't worry. I have it under control. Milwaukie was nothing but a blip on our radar screen." Famous last words. Take a stand for the citizens, the schools, and livability. We never hear livability mentioned any more. Quit telling everybody including the press that everyone in Milwaukie wanted light rail. Better yet take it to the ballot. Give the citizens a chance to say something about our City's future. Prove them wrong. Show them we are not just a blip on their screen.

Mr. Swanson said far be it from him to disagree with Mr. Zumwalt. The check presented by Senator Smith was in his office and in the amount of \$1.5 million and not \$5 million. The \$300,000 to \$450,000 were actually payments to Safeway Corporation for rent which the City did not recoup. The lease/purchase agreement did not provide for any credit back. It did not go to TriMet; it went to Safeway Corporation. It was wasted. Part of that was that we did not follow up on the transit center. It was a deal constructed between Safeway and the City, so the City cannot get the money back. It was not a good deal. That money by the time North Main Village was started was lost because it was paid to Safeway in lease payments, and we did not provide for any payback.

Councilor Stone thought the intent of leasing the Safeway building for almost \$100,000 a year for five years was that TriMet was going to use that site for their transit center and possible park-and-ride.

Mr. Swanson replied the assumption was that it would be an immediate turnaround and that we were going to lease the Safeway building with an option to purchase and that there would be an instantaneous turnaround. He thought that was, knowing how we all work and that it takes time to construct agreements, he did not think in negotiating the agreement with Safeway that the City was very reasonable in assuming we would enter into the agreement, purchase it, and then immediately turn it around to TriMet. Milwaukie bore some of the burden of that bad decision.

Councilor Stone wanted clarification on if the agreement was just between Safeway and the City of Milwaukie. Was TriMet part of it in terms of a legal agreement?

Mr. Swanson replied the agreement was just between the City and Safeway Corporation. It was basically purchase of the building and property from Safeway Corporation or its holding company. It did not include TriMet as a party.

Councilor Stone understood it would give the City of Milwaukie credit for money already invested in a project TriMet was spearheading.

Mr. Swanson responded the agreement did not speak to that. He would have to research to see if there was even an agreement with TriMet at the time. He thought it was more of a discussion.

Mayor Bernard added although he was not here at the time he had always heard there was a taxidermist and a coffin shop that wanted to buy Safeway. The purpose was to buy it before someone else did to do something like that. He felt a taxidermist and coffin shop was not something we wanted in the City of Milwaukie. The purpose was to hold it before someone did something like that. Also for clarification, the check for \$1.5 million was not deposited in the bank. Milwaukie did not actually receive the check, and the money did not go through the City's coffers. In appropriations as the project moved forward the money was contributed to the project. The City did not ever actually receive a check for \$1.5 million. Some of the money was used to purchase the Southgate property, but that was a decision by TriMet using its money. He was there to receive the check on that cold day. Mr. Zumwalt was also there suggesting that the site was too small. It was decided the site was too small and was why they moved forward. The City decided at that time that the contract with Safeway was terrible. Mr. Swanson and the Budget Committee purchased it for a very reasonable price. The sad part was we were not here to negotiate that contract in the first place. It was indeed a lousy contract but was great to be able to purchase the property. A number of organizations did use it for a year or two with grant money and helped pay some of those costs.

Craig Flynn, Portland, was glad Milwaukie could throw away \$.5 million on the hope that a taxidermy or coffin shop did not move in there. He would be concerned if a garage wanted to move next door to him. If that happened maybe the City could step in to make sure it did not happen next door to him. He would soon live in Milwaukie. He was working on his house now. He and his son traded houses. His son bought his house, so he was officially a renter right now. His son was officially a renter, and they were living in each other's houses right now. The son allowed him to work on his house because he had a different lifestyle since he was only in his 20's. Officially Mr. Flynn did not live in Milwaukie, but he would soon. He was glad the City was only looking for the money for the Milwaukie light rail. He was surprised they had come this far because he had gone to a lot of meetings in the last year or so. Every time he had gone to the meetings he was told, "we are not going to build – we were just talking about the possibilities of what we might do on the future." Now it seemed like we had crossed from what we might do with light rail or not, and we were going to move and build light rail despite, as Mr. Zumwalt said, we had voted against it numerous times. He kept hearing about the polls and how the citizens of Milwaukie now wanted light rail. The real poll was when people went to the ballot. That was why Mayor Bernard was going to be a County Commissioner now. That was the real poll. The real poll was not the one you took before being elected to the job. The real poll was when the voters got out and voted because sometimes those polls before you are elected or before a measure was passed were not the same as after the people really had to make a decision about what they really wanted. Before taking the big step and appropriating money or looking for a way to fund it, we really should have a real poll which was another vote of the people if Council really thought the citizens of Milwaukie wanted this. He was interested that Mr. Swanson was talking about the waterfront. If you had \$5 million to throw at a light rail system that would not relieve congestion, would not improve transit, would not really improve anything other than spending \$1 billion and building a train so that

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Portland can have more access of Milwaukie people coming through Milwaukie to get to Portland. They do call it the Portland-Milwaukie Light Rail alignment. It is not the Milwaukie line. It is the Portland-Milwaukie line. Milwaukie's head planner was pushing it. Mr. Asher – a Portland planner. We have a Portland planner pushing the Portland-Milwaukie line so that we can have not real benefit. Our congestion will not be less. It will not be more livable. We have a park the City was talking about fixing for years. Where are you going to get the money for these projects? He was glad Milwaukie was not in debt. That was a good thing because the economy was hurting right now. For us to even to go Washington, DC and say we want money for a light rail line that was really not going to relieve congestion, improve transit, or do anything other than spend \$1 billion he was surprised we were even considering that. He had gone to the meetings over and over and asked what benefit we would get out of it. Would it reduce congestion? The only thing he was told was that in the future congestion will not be as bad as it would be if we did not build it. If it did not reduce congestion from what we had now then it did not make any sense to build something that will do nothing. Until we have some real concrete reasons and examples of what it really will do, Mr. Flynn thought we were wasting our time even talking about it. As he had told Council numerous times, he lived in the Gateway area. They had light rail in the Gateway area. One of the first lines. They had express buses which will be lost here when light rail is built. They had express buses that would get them into downtown in about 10 – 12 minutes. Now you take the bus to light rail and take all the stops all the way in. That takes 35-minutes. That was the kind of progress Milwaukie would get for its transit system. It would slow it down. Most people were not going to downtown Portland. Most of the Council did not go to downtown Portland every day. If you only used transit on an evening night to the movies, not during rush hour, you were not going to relieve congestion. If you do not ride it every day at rush hour, it is not going to help our condition out here in any way. Now that he was working out here on his house he could say Milwaukie had some serious congestion problems that would only get worse. This will not help it at all.

Mr. Swanson commented we got personal which we have done a number of times in his time here he was not going to let it get by. Mr. Asher was not a planner but in architecture. He did live in Portland, but it was possible for one to live one place and to fiercely defend the place in which he worked which he believed Mr. Asher did do. To characterize him as “a Portland Planner who was pushing a Portland project” was incorrect and personal. It was not something Mr. Swanson would let go by.

Mr. Flynn made comments from the audience which were inaudible.

Councilor Loomis supported the FTE but not the \$5 million. His opinion had not changed on that, but he was willing to listen to what other folks thought before he said his reasons why.

Councilor Barnes had questions for Mr. Unsworth. This was the same question she asked the economic development person listed in the staff report. We were in a deep economic situation right now, and we really did not know how things were going to go. She believed with the new President the emphasis would be infrastructure because that was what he said. With new jobs we were going to work on all forms of infrastructure. If you had a crystal ball she asked Mr. Unsworth what he saw with this project and its costs. Were we out of the ballpark completely because of the way things had changed in terms of costs? Where were we?

Mr. Unsworth said today and tomorrow he had the opportunity to spend time in a windowless meeting room with what they called the project management oversight consultant. These were experts brought in from all over the country who were looking at the schedule, scope, and budget since the application was submitted in July. They

were going through a risk assessment right now and comparing this project with others across the country and how long it would take and if all the costs and scope were included. That was in the process of being done and should be ready by December with hopefully permission to get into preliminary engineering in January. The crystal ball was tough. We were seeing that construction prices were going down. The prices were based on what was seen over the past 5 or 6 years. There had been a spike on construction costs. Certainly in the past year there was \$4.50 gasoline, and it also hit diesel. We saw a big spike in costs, but they could not redo their costs. When we go out and bid the contract the issue was where the economy would be at that point. No one had foreseen the recent economic downturn. These projects took many years to plan and construct. Crystal ball – things are looking fine if we can get to construction. The hard part was the local match, so we would be looking under rocks trying to find dollars. That would be a difficult thing in this economy. We do know the next administration and the current administration see that with infrastructure there was not only a bonus of building things but also the jobs that come to the economies.

Councilor Barnes said with an administration that has said clearly that infrastructure was a major issue for him she asked Mr. Unsworth if the federal government might look at this differently and want to put in a little more money as this was a top priority.

Mr. Unsworth replied the project was asking for 60% federal funding. Many projects across the country because they have sales tax, including Seattle which just raised \$16 billion for its project in the last election, were looking at 40% federal and 60% local. They were going to continue pushing the curve and ask for the money on the federal side. He thought there was a recognition from the federal government that infrastructure was really smart. TriMet had done a good job of putting projects out there that worked for the federal partners. They would not spend that much time and effort looking at a project if they were not serious about it.

Councilor Barnes' last question had to do with the agreement and TriMet obligations. She asked about TriMet's agreeing to apply Milwaukie's \$5 million to the mitigation of effects to Milwaukie residents and schools as identified in the Record of Decision.

Mr. Unsworth explained after the environmental impact statement (EIS) was finished there was a document called the Record of Decision that identified things to which mitigation was committed. If this was an impact, then this was what we were committing to mitigation for. There may be some places where there were noise impacts. There were traffic issues they might look at mitigation for. The Waldorf School had asked for a wall between the track and the School. Things like that. Things like mitigation to natural resources would be identified. Under the umbrella agreement they had talked about funding and having the City of Milwaukie apply for what they called supplemental safety measures for train horn noise waivers and issues like that. They would want to use that \$5 million on those issues first.

Councilor Stone had a follow up question on the \$5 million. Something just did not seem right about having the project come through Milwaukie and having the citizens bear the brunt of mitigating the negative impacts it would bring to this City. That seemed like it should be borne by TriMet. She thought very strongly this was a Portland project. Milwaukie was just at its terminus. It was a Portland project and always had been a Portland project and was driven by Portland. She thought Portland needed to pay for it. She did not think it was right that we should have to figure out how to come up with a significant amount of money like \$5 million just so that we can absorb the negative impacts of the Portland train. It was not right.

Mr. Unsworth appreciated that \$5 million was a lot of money for the City of Milwaukie. They were also asking for money from the City of Portland. TriMet would put money into this. There were also some regional funds going into it. The cost of going through

downtown from the Springwater Trail to Park Avenue was significantly more than \$5 million in local match that was being participated in by others outside the City of Milwaukie. In the umbrella language there was recognition that there were issues people had raised about mitigation, so let's make sure those were addressed. There was a thought of linking what was in that umbrella agreement to the funding agreement. It was trying to make that linkage, and maybe it was not done as eloquently as it should have been.

Mr. Swanson also thought the linkage of the \$5 million to mitigation within the City was at Milwaukie's request. It was probably done to indicate the \$5 million was going to be spent locally for issues of importance to the City. He also pointed out 6% of the track was in Milwaukie so 6% of \$1.4 billion was significantly more than the \$5 million Milwaukie agreed to pay.

Mayor Bernard thought it was \$70 million being spent in Milwaukie.

Mr. Swanson said the point was that \$5 million was very little.

Councilor Stone commented on the IGA attachment 3 on page 44 of the staff report in the fourth paragraph: Participate with Milwaukie staff in providing the Milwaukie community appropriate opportunities to comment and influence the design of Milwaukie's station and park-and-ride (if needed). Councilor Stone thought we had agreed we were not going to have a park-and-ride in downtown Milwaukie. She thought the park-and-ride was going to be on Park Avenue. She did not want this language in there that gave some wiggle room to putting a park-and-ride at the south end of our downtown. Milwaukie was not supposed to be a train depot and a park-and-ride. It was not appropriate. She believed that was what all the Council agreed on. That they wanted the terminus to be at Park. This led her to believe that putting that language in there could allow park-and-ride to be built in downtown Milwaukie. It should say "...and influence the design of Milwaukie's station and park-and-ride at Park Avenue." To be very clear about it.

Mr. Monahan said the question was if that was in fact a limitation that the City Council made? If the Council made that limitation in an earlier agreement this agreement should reflect what that was. Maybe there was some historical context that Mr. Unsworth could explain.

Mr. Unsworth thought the intent was that TriMet would provide services and a person who could represent the City of Milwaukie's issues. That was what it was fundamentally trying to do. Secondly, in July of this year, he asked for the City Council's support of the locally preferred alternative. The Environmental Impact Statement (EIS) about which TriMet was very clear will study two things: an alignment all the way to Park Avenue and an alignment that would study a minimal operable segment to Lake Road. The submittal to the federal government for funding was for a project all the way to Park Avenue. That was TriMet's focus. The purpose of having an EIS with both those options was in case TriMet did not find all the resources to get to Park Avenue to have a fall back solution for the EIS. It was for the purpose of the EIS. As they were looking at designs the focus was on going to Park Avenue. The project was focused on Park Avenue. The fallback option for the EIS was to look at Lake Road. All this was saying was this person was to help with designs as the project moved through the process.

Mr. Swanson felt it was made abundantly clear in July that the Council was adamant about a Park Avenue terminus as opposed to a Lake Road terminus. Everybody associated with the project from the staff level to the policy makers – everyone was aware of the City of Milwaukie's position in terms of the terminus of this project. They would have a tough time if the terminus ended up being at Lake, and they would have a very difficult time with the City of Milwaukie.

Councilor Stone thought in any agreement it needed to be stated very clearly where this project needed to go and where it did not need to go. She did not agree, and she did not believe the Council was in agreement that a fallback Plan B should not be the southern portion of Milwaukie. That was not at all what the Council asked for. It needed to be very clearly spelled out in these agreements that this was the project, and we needed a fall back clause, if you will, to terminate this agreement if, indeed, we did not get funding to go up to Park Avenue. It was inappropriate to put the train in Milwaukie to begin with because of its size. It was enormous let alone to make a terminus at the end of our City. We do not have that much square footage. We cannot afford to have a train depot at the end of our City.

Councilor Barnes understood Councilor Stone's comments. She asked if that could be written into the IGA.

Mr. Monahan replied that was not the agreement before Council. The agreement under consideration tonight had to do with engineering services. The specific one of which Councilor Stone spoke. The fourth item on page 44 was just one of a number of identified tasks that the agreement said the engineer would perform certain duties that may include but not be limited to. That was one of the various tasks identified. It might be helpful to clarify that the City Council wanted to make sure if there was a park-and-ride that the person was commenting on or providing some assistance in getting community comment that it was only a park-and-ride at Park Avenue. That clarification could be made without changing the intent of the agreement. It made a stronger statement of where the City wanted its employee to be devoting his or her time.

Councilor Stone for one liked clarity when she signed on the dotted line. She wanted to know what she was signing. She wanted to know how much money it was going to cost her and where that money was going to be spent. What it really meant. She did not feel very comfortable with an agreement that sort of left that to chance at all. That was not the intention of the City. We did not want to see a terminus happen in our town. It needed to be a park. She wanted it clearly spelled out in the agreement. She did not think until we knew that for sure that we should be going forward with any of this in terms of hiring an FTE and going forward unless we had absolute clear knowledge about the route and this was where it was going to be or it was not going to be at all.

Mayor Bernard asked if she meant she would sign the agreement should we agree it ended at Park when she always said she disagreed with having light rail because it was too big. Would she sign it if we made that agreement?

Mr. Swanson said Councilor Chaimov heard Councilor Stone's objection and may have language that would satisfy. It might be good to listen to that.

Councilor Chaimov said his proposal at the appropriate time would be to amend the proposed resolution by adding after the word "project" in the second of the "resolved" clauses on page 51 that excluded the words "and park-and-ride (if needed)"g from the second and fourth paragraphs of the third page of the proposed intergovernmental agreement for engineering services.

Mr. Swanson suggested on page 44 "participate with Milwaukie staff in providing the Milwaukie community appropriate opportunities to comment and influence the design of Milwaukie's station and a park-and-ride at Park Avenue."

Councilor Chaimov accepted the suggestion.

Councilor Stone said there were actually two paragraphs on page 44 that had "(if needed)" when talking about the park-and-ride, so both of them should be changed.

Mayor Bernard commented this was one half of one percent investment. He believed \$70 million would be spent in Milwaukie. The purpose of adding the mitigation to

Milwaukie was to satisfy some on Council who had concerns that the money be spent in Milwaukie. TriMet had been very successful. We stated clearly that we would not be comfortable with the project ending on Lake Road. We would make every effort to bring it to Park Avenue. He believed that the County would consider \$30 - \$40 million to support the project coming to Park Avenue. He knew that was on the agenda for tomorrow. He had been attending all of the daily County Commissioner business meetings to get caught up. It was the same argument. One of the purposes of getting it to Park was to look at a bigger project, McLoughlin Boulevard redevelopment. He heard constantly there were a lot of businesses to save. Years ago we started a project looking at McLoughlin Boulevard for bus stops, and people were so worried about the businesses going away. He asked people to drive down McLoughlin Boulevard today and take a look at what exists. We have never voted against light rail. We have never had a vote against light rail. He suggested there were three votes in support of light rail. He was elected three times and always supported light rail. Twice no one ran against him. One time he ran against two councilors; one opposed light rail, and they still voted for him overwhelmingly. He also was elected County Commissioner last month supposedly by the people who hated him for bringing light rail to Park Avenue. They overwhelmingly voted for him. Also the same people who hated him for talking about a sewer pipeline, but they overwhelmingly supported him. You hear a small group of people who come to this Council meeting. There were three tonight even though we were talking about \$5 million. The biggest investment Milwaukie has ever made. Three people came to oppose the \$5 million. Milwaukie had 22,000 residents. This was on the agenda, on the website, and on television right now. More importantly this was about jobs. This was about an economy that was failing. The present administration has driven us into bankruptcy. We need to get people back to work. \$1.4 billion will put people back to work. He wished he had the statistics but he believed it was a \$3 return on every \$1 investment. That was important. These were dollars we paid in taxes that went to Washington, DC and would go somewhere else if they did not come here. That meant jobs would be created somewhere else and not here because people opposed it. This was an important project for the City of Milwaukie. This was an important project for the region. Mayor Bernard's vision was that someday people would ride light rail from Portland to Milwaukie to go to jobs. He thought this vision would happen. This was a bedroom community that was growing in job opportunities. There was a 25% increase in jobs in the 8 years while he had been Mayor in jobs in the City of Milwaukie, and he anticipated it would continue. He expected it to continue to grow particularly with the change in warehousing and job opportunities. He knew he would probably not convince Councilor Loomis that \$5 million was a good investment. Some bad investments were made in the past like paying \$450,000 to lease a building that should have been purchased the day it went up for sale. The Kellogg Treatment Plant where we let people run over us for a lot of years, and we have an opportunity not so far in the future to change. We need to grab hold, move forward, and not be afraid of the future. The big boys at Metro and TriMet have not been big boys. They sit down with us and listen to us and heard us. Mayor Bernard had told them many times at the regional table, at which one of the Council will sit, that the City of Milwaukie supported the project to Park Avenue and would have a very tough time supporting a project any less than that. He would vote in favor of this with the amendments.

Councilor Loomis appreciated Councilor Chaimov's work on making sure the money in this resolution stayed in Milwaukie. Philosophically he did not think Milwaukie should have to pay \$5 million. It was regional transportation. It was their job, and they should pay. That was his own personal opinion. He appreciated staff's attachment, but it was all presumptions and opinions. It was like when they were talking about it earlier. A lot of the testimony was that gas was \$5 a gallon, and we have to build it now. He did not base his opinion on the gas prices because that was your opinion. That was people's

opinion. We really do not know. He tried to base his opinions on the facts and the benefits to Milwaukie. If he saw some real benefit to Milwaukie as far as McLoughlin Boulevard. He wanted McLoughlin Boulevard studied because in that scenario if it was passed and approved that we would get parking we always needed in the City of Milwaukie for years. We would get a pedestrian bridge to cross over McLoughlin Boulevard which we had been trying to get for 30 years. Then he could say that was a fact that those were benefits the citizens of Milwaukie had always wanted. He could see chipping in on that. He did not see where we would allow a private business or even another public entity come into our town and if their project did impose a negative impact on it that they were not required to pay for that mitigation. He did appreciate our money staying here and doing that. The project will start in Portland and finish here. If they run out of money you know where they will try to stop. In looking in the staff report he noticed the only cities in the past that had contributed were Portland because it was directed to keep the engine moving, keeping people going to Portland because it was very important not just to the region but also the state. It was important to keep it strong. They did need to invest heavily in it. He did not see Gresham in the report. He did not see Hillsboro. He did not see Beaverton. He did see counties. He did not think any of the counties took out loans to finance their portion. They were probably out of urban renewal areas. Clackamas County's was out of urban renewal areas. Specifically probably the Town Center area. A portion we had always been interested in annexing but could not afford to. There was a cost to that money not being there. Cost to schools. To him, and he would think harder about if he thought Milwaukie's \$5 million would stop the project. It will not stop the project. In talking with some of the Councilors it was a show of support. The support the City showed was voting in favor of what was asked. There were times we had voted against but not the alignment. We supported the staff on that, and we supported the project. Whether it relieved congestion or not his feeling was that we will be happy that we have it 20 years from now with the aging society of the majority of people. If he had his druthers he would invest in infrastructure himself, but that was not the way this region had voted and supported. He really thought the majority of people in Milwaukie would support light rail as long as they did not have to write a check. If we were borrowing \$5 million, they were writing a check. In his heart he did not think that the majority of people in Milwaukie would support us doing that. The other problem he had was that there was no financial plan out there to tell us how we were going to borrow it and how we were going to pay it back. That was a lot of the problem we had in the country today. Buy this house, interest only, five years, variable rate, take care of it then. Five years later who knows where we will be. It was a big chunk of money for Milwaukie, and he did not see any added benefit besides what light rail was supposed to do which he saw as moving people back and forth. All the other stuff was gravy. If it happened, he did not think it was going to turn our town into a slum. He did not think it was going to turn into Nirvana. It was somewhere in between. There was good and bad in all of it. He had to see some real factual impacts that he believed were positive for Milwaukie that were not just opinion or presumed. He could not support it.

Councilor Barnes noted Councilor Loomis brought up a lot of good points. The one thing that popped into her mind was that the North Clackamas School District was facing a huge economic situation right now. Budgets were going to be cut right now, and next year would probably be worse. She thought of the hundreds of school-age children who every year went on field trips. Those buses would not be available. This was not just a short term thing. For her light rail would allow a lot of kids an opportunity to venture outside of Milwaukie. A lot of kids in our community have not been able to do that for various reasons. She met some of those kids. For them to get on a bus or in our case light rail they will have a chance to go to OMSI, because TriMet said they would make arrangements for teachers in the District to provide field trips. For her that

was a benefit not only as a teacher but a mother and grandmother that someday our kids in Milwaukie will have a field trip to OMSI, to Portland State, to the art museums that they may never ever get to see because they did not get to go otherwise. Economic development. Someone did not highly regard our economic development specialist. Mr. Campbell was brought on our staff for a reason, and she truly believed in the staff report he wrote. It was not all solid. We were not dealing with the solid. That was the same thing she asked the TriMet representative. We were looking in a crystal ball. What was life going to be like for our residents 12 years from now? We did not know for sure. If we denied them one opportunity today and made the wrong choice today we would be in the same position as we were over the Kellogg Plant and the Safeway building. Those were mistakes that we were taking care of now. She sat across the table over this Kellogg thing, and she heard from somebody this week the City of Milwaukie was not thinking when it made the decision to build this wastewater treatment plant. It was not about today. What legacy were we leaving our children and grandchildren 50 years from now? Maybe we cannot see the picture as clearly as we wanted to. For her it was just one more opportunity for that kid in the classroom at Wichita or Lot Whitcomb or Milwaukie to get on light rail with the rest of their class and see something they may never ever get to see because their family cannot afford it. She wanted to remember that kid 50 years from now.

Mr. Swanson wanted to comment on Councilor Loomis's statement that this was part of the regional transportation plan so they should pay for it. The problem was that our "partners" the federal government has in its infinite wisdom made the determination, or the bureaucrats in the Federal Transit Administration (FTA) who report eventually to the President made the determination, that the federal match was 60%. The 40% needed to come from somewhere because the federal government would not fund it. One of the reasons other cities were not hit up for money was because when the first line was built the match was at about 80% and a lot different from what this project was facing. The fact was that if we asked for it from the regional transit agency we were still going to be paying for it indirectly rather than directly. It would be great if our partners in DC would fund the entire project, but they do not. The regional agency still received its money from us the taxpayers. If they were footing the bill for the whole thing in the end the taxpayers were still going to pay for it. He reiterated a comment from Councilor Barnes. All of us were looking with a crystal ball. His opinion was that if someone had an opportunity to be a part of the system today, they would be making a mistake not to do that. Councilor Stone had an opinion that was probably different from that. Neither one was right until 40 years from now. He imagined Mr. Zumwalt's opinion was different from his, and neither of them was right until 40 years from now. We can just do in good faith what we can today and make the best judgment. It was a guess, but we cannot say because it was a guess we were going to forget about it. We all take the position we feel is justified. He feared what the decisions we made might cause because he was sweeping up a lot of things today. He would wager he could find any number of consultants who for the right price would give him the data he wanted to prove something. It was our best judgment today. He reiterated, he saw two members of the Budget Committee in the audience, that this was not and could not be an appropriation. This still had to go through a process in a couple of years. A state-mandated process we went through every year. It sent a message to Mr. Palacios and the City Manager that they had to come up with a plan. We were now going to be doing it in the face of a recession and worldwide economic trouble. If we had done it before, it probably would have been inoperable because interest rates that were once 3% in the local government sector could be as much as 6% or 7%. If this was adopted they would immediately begin to look, and TriMet would use this as part of its calculations in its financial planning. He felt there would be calls for Milwaukie to contribute more which was why he included the park because that was all we could afford. We were going to get the

park, and that would not be taken from us to fund this. We were always it seemed at the beginning of a 40-year process. Unfortunately, he would not live to see the report card. His desire was that the report card be good even though he was not going to experience it.

Mayor Bernard added one benefit was a quiet zone. His business had been across the street from this property since 1925. His dad had pulled two people off of those tracks. Where would one add lanes on McLoughlin Boulevard to Portland? There was no room on either side to accommodate this traffic. That was why. There will be increased traffic, but the impact would be less because there was no place to build additional lanes on McLoughlin Boulevard. Secondly, the price of gas had gone down, but he noted the numbers of cars abandoned along the freeway. People could not pay to get their cars fixed.

Councilor Stone suggested perhaps they were stolen.

Councilor Loomis thought it was part of drive less save more.

Mayor Bernard stated there were a lot of people could not afford to fix their cars any more. Bus ridership was still high even though the price of gas was going down. He felt use of public transportation would continue to increase or at least be stable.

Councilor Loomis did not say he did not support the project. He voted for the project. He always stated from the beginning that he did not support the \$5 million. He asked Mayor Bernard if he thought the \$5 million would stop a \$1.4 billion project.

Mayor Bernard replied he thought it would. It sent the message that the region was willing to invest \$70 million in Milwaukie in a \$1.4 billion project so why was Milwaukie not willing to step up and do something?

Councilor Loomis asked if the other partners had already committed to how much they would pay.

Mr. Swanson replied one of the things he tried to do was to be early. For example, Milwaukie was the first one to commit to funding of the Draft Environmental Impact Statement (DEIS). He was early in terms of having this discussion because he knew he would get a much better deal. \$5 million in the total cost was a much better deal than the other partners were being looking at.

Mr. Unsworth responded TriMet was having discussions with the Portland Development Commission (PDC), OMSI, OHSU, donation of property, and Clackamas County. \$72 million has come into the project in regional dollars and \$250 million from state lottery-backed bonds. They were trying to put together the project financing. The Milwaukie City Council had been very strong in telling the project to get to Park Avenue. This Council said build light rail but build it to Park Avenue. TriMet in all of its projects looked to its partners to help fund it. When going out to the Westside they looked at Washington County's paying a portion. The City of Hillsboro paid a portion of the project. There were others who asked if the project had to go to Park Avenue, and TriMet responded 'yes.' To a degree it might not send the right message to others who were ponying up a lot of money. They were hearing the same thing from the City of Portland that it did not have a lot of money. Things were slim from urban renewal. How do we get through this and get to Park Avenue. It would be sending part of a wrong message in his humble opinion. The other votes had not been scheduled. This was the first other than Metro putting \$72 million in and the State Legislature sending \$250 million.

Councilor Loomis asked how they were financing their project.

Mr. Unsworth thought it was a combination, and Mayor Bernard could probably talk more about Clackamas County. The City of Portland would be looking at urban renewal dollars, parking, local improvement district funding, and donation of right-of-way. There was a combination of efforts being considered to provide the local funding.

Mayor Bernard added Clackamas County was looking at urban renewal on McLoughlin Boulevard and an enhancement project.

Councilor Stone referred to a comment from Councilor Loomis about other cities that had light rail projects through them did not contribute. Was that true? Maybe Hillsboro or Gresham where they did not contribute a match.

Mr. Unsworth worked on the Hillsboro project in 1991 and recalled the City of Hillsboro and Washington County participated financially for the funding of the Environmental Impact Statement (EIS) along with the City of Beaverton in order to get the local match for the study, and he would check on the construction portion.

Mayor Bernard noted it was different in 1991 when the federal government contributed 80%, and MTIP was adding regional dollars. He assumed ODOT had also participated at the regional table. It was a lot different when it was 80%. Milwaukie's sewer system was totally funded by the federal government when it was built. Now it pays nothing.

Mr. Unsworth said the federal government was trying to spread the amount of transit money around the country. TriMet asked for 60%, and the feds came back and said they would like to fund 50%. TriMet will continue to push to get that up to 60% which would help the project get to Park Avenue more easily. Having a local match in hand of 40% helps the project's case when it goes back to the Federal Transit Administration (FTA) and argue strongly and forcefully that the 60% federal funding was needed to secure getting to Park Avenue.

Mayor Bernard understood the risk assessment was very complicated and without that insurance policy the project was over.

Councilor Stone commented she was not sure when Mayor Bernard spoke about never voting down light rail because she distinctly remembered County votes a couple of times where funding was voted down for the project. Not this particular project but funding and where people wanted their money used. To her that spoke loud and clear about putting this back on the ballot again because we need to ask people how they wanted their transportation dollars spent. Especially in this time of economic uncertainty. She thought it was a very reasonable thing to do. If people were so sure that everybody wanted this then let's put it to the litmus test and see. Just put it on the ballot. That was always something she had spoken loud and clear about that she cannot support a project without this vote. That would solve everything. Another thing Mayor Bernard commented there were only three people here that spoke in opposition and asked where they all were. She would ask him where were the people supporting this. It was three to nothing. It was a majority. She was just looking that three people came out. They actually came out and spoke against it. You cannot really tell, and someone brought it up this evening in testimony about polls. Did that represent an accurate poll? No. But we also heard days of testimony over this issue. It was neck and neck. There were as many if not more people opposing it than were for it. She would like to refrain from generalizing things. Councilor Barnes brought up a good point about what kind of a legacy we would be leaving. There would be impacts long after we were gone. She prepared something to read tonight based on the Council packet. She was going to read it but prefaced to Councilor Barnes and Mayor Bernard what she was going to speak about she was not going to put them on the spot. She was extrapolating from the work session minutes from September 16. She wanted to show to them and everybody that even though they had differences of opinions we had

a lot of commonality of thought about things. She was talking about the similarities of thought when we compare the Harmony Road project that was talked about in the September 16 meeting with the light rail project. She was thinking about this during the time she was listening to the work session discussion. The same issues were really being championed and passionately spoken about both Mayor Bernard and Councilor Barnes. It was really interesting to her because what they were saying about Harmony Road was very much aligned with the issues that surround the great debate and debacle over light rail. She asked herself what was the reason behind supporting one project or not supporting that project but yet supporting light rail when they both had impacts to neighborhoods and livability and schools and businesses? She went through and looked and thought, well Mayor Bernard did not support the Harmony Road project because traffic he thought needed to move to Hwy. 224. She thought was that right; it did need to move to Hwy. 224. Just like light rail needed to move to McLoughlin Boulevard. There was that parallel. Councilor Barnes said this was not what they voted on in the meeting. They did not like any of the alternatives and wanted to go back to the drawing board. Yet, when we were faced with this light rail decision and wanted to go back to the drawing board we cannot do that. Not all alternatives were getting out there in the open for discussion and debate. One thing that really struck here was the amount of testimony that you get at these meetings and hundreds of people and lots and lots of email. Yet, we had people petitioning us over light rail. There were over 600 signatures on a petition to change the alignment. We were listening to the people speaking out against the Harmony Road project, but we were not listening to the people speaking out about the light rail project and the alignment. What was the difference? She had to ask herself what was the difference. Everybody seems to think or she has heard it said that our economic development was tied to light rail yet Mayor Bernard believed the Harmony Road project did not need to happen in order for the community college expansion to happen. There was a disparity there. She thought we needed to really re-examine how we were looking at this project in terms of how we were looking at the light rail project because they both had profound effects on neighborhoods and citizenry and businesses and schools. They were very much aligned in that manner. You even said you would dig a tunnel if you could for the Harmony Road project. Councilor Stone believed that years ago about light rail. Just sink that sucker underneath McLoughlin Boulevard. She would actually rather sink the traffic and put the train on McLoughlin Boulevard where it needed to be. These ideas were not pie in the sky. These were creative ideas. Councilor Barnes was right. Why do we want to encourage more traffic coming through our neighborhoods and our town? We do not, but yet this was going to happen if we were not careful and did not look out for our City. She was throwing it out there. Not to put you guys in an awkward position but just to help you and all of us to realize that these projects, even though they were different projects, had a lot of similarities. We were supporting citizens in this area of Milwaukie but we were not fully supporting them over here. She did not think that was right. She needed to throw that out there because she thought we all wanted what was best for Milwaukie. If we do not stand up for Milwaukie she was here to tell them that Portland was not going to do it, and TriMet was not going to do it. We needed to stand up for Milwaukie.

Mayor Bernard had never met anyone who supported Harmony Road. He spent all summer at the Farmers' Market where hundreds of people supported light rail. He felt he had been listening. He did not feel a comparison could be made between light rail and Harmony Road.

Councilor Stone was not comparing the projects. She was comparing the comments in terms of what he thought. Like the traffic should not go in this neighborhood. It should go on Hwy. 224. The light rail project should not go through a neighborhood – Historic Milwaukie.

Mayor Bernard said light rail was not going through a neighborhood like Harmony Road was. He did not support light rail going up Monroe Street. It was not the same comparison.

Councilor Stone thought the comparison was that Mayor Bernard was sticking up for livability in this neighborhood because he did not want it to be negatively impacted by this project and what it meant. She was sticking up for the people who were going to be affected by the light rail project.

Mayor Bernard and Councilor Barnes said they all were.

Councilor Stone asked how we could allow this elephant in our kitchen. How can we allow this monstrosity?

Councilor Barnes did not think of it as a monstrosity. Milwaukie was in the driver's seat where it was letting TriMet know, and we have that in writing, as Councilor Stone agreed to, that Milwaukie would be in charge of how this was set up in our City.

Councilor Stone stated Milwaukie was not in charge of the size and enormity of the infrastructure. Go out to I-205 at Johnson Creek and take a look and just imagine, if you will, taking that and transplanting it to downtown Milwaukie and the Historic Milwaukie Neighborhood. Now you tell me that that was appropriate and would fit. It would not. It was absolutely out of the question. Huge. It just did not belong here. She was a rail advocate. She loved rail. She loved all kinds of rail. She traveled by train. She traveled abroad by train. She traveled locally by train. We need appropriate infrastructure and appropriate projects for Milwaukie. What would be more appropriate in Milwaukie was a streetcar that linked up to light rail at some point. These were the things we needed to think about. When we were looking at this agreement she thought the cart was in front of the horse and we needed to turn that around.

It was moved by Councilor Barnes and seconded by Mayor Bernard to adopt the resolution authorizing the execution of two intergovernmental agreements with TriMet for Portland-Milwaukie Light Rail funding and project planning/engineering services.

Councilor Chaimov asked if Councilor Barnes would accept a brief amendment. He proposed, subject to her approval, to add to the proposed resolution on pages 50 and 51 of the packet on page 51 after the word "project" the phrase "with the referenced park-and-ride being at Park Avenue." Councilor Barnes and Mayor Bernard agreed to the amendment.

Motion passed with the following vote: Councilors Barnes and Chaimov and Mayor Bernard voting 'aye' and Councilors Loomis and Stone voting 'no.'

RESOLUTION NO. 87-2008:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING EXECUTION OF TWO INTERGOVERNMENTAL AGREEMENTS WITH TRIMET FOR PORTLAND-TO-MILWAUKIE LIGHT RAIL FUNDING AND PROJECT PLANNING/ENGINEERING SERVICES.

Mayor Bernard called for a 10-minutes recess.

B. Amend Milwaukie Municipal Code Chapter 13.12.063, Fat, Oil, and Grease (FOG) – Ordinance

Mr. Shirey provided the staff report. The proposed amendment would add a set of best management practices (BMP) as adopted by the Association of Clean Water Agencies. It was recommended that food service facilities become familiar with and implement

BMP. The City would not enforce these practices on businesses. He commented on the history of this Chapter of the code and briefly discussed the exception program. Existing businesses submitted 19 applications, and staff inspected all of them and created a set of findings. Staff granted 8 exceptions and denied the remaining 11. The City Manager reviewed the staff decision and to date has reviewed two appeals and reversed staff's decision. Staff would distribute a pamphlet produced by the Water Environment Federation on how to prevent fats, oils, and grease from damaging homes and the environment. The City would also supply plastic lids for cans so people could collect their grease rather than pouring it down the sink. The action is to adopt the BMP by reference.

Councilor Loomis asked if homeowners could recycle grease or if Ms. Herrigel could look into it.

Mr. Shirey replied unfortunately not. Only oils used in a frying process such as a fast food restaurant could be recycled.

Mayor Bernard noted his garage did accept recycled motor oils.

Councilor Stone asked if other jurisdictions enforced BMP or was it impossible.

Mr. Shirey was not aware of any in Oregon. Jurisdictions did require food service facilities to trap FOG and keep it from going into the drain. The intent of the BMP was to help manage the system and keep it clean.

Councilor Stone asked how many were inspected.

Mr. Shirey replied the City received 19 applications, and one came in past the due date. Staff approved an exception for 8 of them.

Councilor Stone asked if all the coffee houses were on the approval list. She asked who was not on there. She thought Café Bonjour was going to get an exception.

Mr. Shirey replied they were not. Café Bonjour and Spring Creek did not get exceptions. Wind Horse did get an exception as did Purdy's Pit stop.

Mr. Swanson added Spring Creek appealed, and he granted the request. He still had an appeal from Zappo's Pizza and Bonjour.

Councilor Stone happened to be in Spring Creek the day Mr. Shirey walked in for the inspection. She was just leaving. She asked Mr. Shirey what he had found.

Mr. Shirey mentioned in the staff report that they used certain criteria since there was no measure. They looked at the number of meals and drinks on average that were served, the hours of operation, the amount of seating, the amount of take-out business versus eat-in, awareness and implementation of BMP to control the introduction of FOG, and the types and amounts of FOG producing items prepared and served, the dishware that was used, the serving equipment, and all those things that had to be washed rather than thrown away which contributed most of the FOG to the system.

Councilor Stone said not if it was washed in the dishwasher.

Mr. Shirey said that was correct but much of it was not.

Councilor Stone understood that dry scraping would eliminate most of it.

Mr. Shirey said the volume of food and drinks served, the amount of consumption in house, the type of preparation, and those kinds of things were all taken into consideration.

Councilor Stone asked what was actually found in the grease interceptor.

Mr. Shirey responded no one had one except Great American Video, and they were collecting enough to require cleaning every six months. He felt that was evidence that they were producing more than a minimal amount of FOG.

Councilor Stone thought this was a really nice addition to the policy to include BMP. She also liked the idea of the brochure being distributed for households. Education was a big piece of it.

Mr. Parecki, Milwaukie business owner, testified in opposition. Mr. Shirey did not grant him an exception, and he needed to and did appeal to someone who had a lot more commonsense. He appreciated what Mr. Swanson did in granting the exception.

Councilor Chaimov asked Mr. Parecki to keep his comments to the issue at hand and not denigrate the City staff.

Mr. Parecki apologized and said it was not very nice of him. Staff found "more than a minimal amount of grease" apparently in his coffee house. None of the additions to the existing code said anything about minimal. If one looked at paragraph 3 it said an establishment had to contribute an excessive amount of grease. He was trying to think why any of this came up. He boiled it down to something really simple. If a facility used fat, oil, or grease in the preparation of any item that was when a grease trap was required. Not when fat, oil, or grease was a byproduct of things that were being served. If we just had kept it to that very basic, simple statement we would not have spent as much time as we had on this small issue compared to what we just heard about light rail. That was where he was getting to as far as commonsense. He served a lot of food, but it was eaten and not thrown away and not pushed down a drain and did not create any grease. The amendments being proposed today were fine. Best management practices were good. He was not opposing the amendment. He thought it was a good thing for people to be aware. The exceptions should have been and still need to be granted to any coffee house that did not use fat, oil, or grease in the production of any items. He did not add grease to his coffee. He did not add grease to anything. He did not have a storage container of grease or oil. Neither did any of the coffee houses. He was befuddled as to how Wind Horse and Purdy's were granted exceptions, but he was not. That was where the rub came in. They did the same kind of practices although one of those did actually use fat and grease in the production of food and was granted an exception. His problem was how the criteria was used and was it adequately and fairly used when the exceptions were granted. The BMPs were a great idea. Every household and restaurant should apply them whenever feasible. He did scrape before washing, and we avoid doing anything that might contribute to the system. We serve a lot of coffee, but it only goes down the drain at the end of the day. It was only one air pot so it did not really matter if he had 10 or 500 air pots a day. It was always the last one that got thrown out. Everything else got used up during the day. Commonsense and logic have to rule the day. That was all he was asking for. He appreciated Mr. Swanson's granting the exception one more time.

Mayor Bernard understood Mr. Parecki was granted the exception on appeal. That was the whole purpose of the appeal process. He thought there were just exceptions for the coffee shops.

Mr. Swanson replied that was a misconception. When the exception process was created if he had placed a bet on how many he would process he would not have guessed. There would be as many as would attempt to submit an application under the exception process.

Mayor Bernard said in the future when someone built a coffee shop or restaurant then they had to install a trap.

Mr. Swanson said the exception process was limited to a specific time period. Many of those who applied already had grease traps.

It was moved by Councilor Chaimov and seconded by Councilor Stone to read the ordinance for the first and second times by title only and adoption of the ordinance amending Milwaukie Municipal Code Chapter 13.12.063, Fat, Oil, and Grease. Motion passed with the following vote: Councilors Loomis, Barnes, Chaimov, and Stone and Mayor Bernard voting 'aye.'

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

The City Recorder polled the Council: Councilors Loomis, Barnes, Chaimov, and Stone and Mayor Bernard voting 'aye.' [5:0]

ORDINANCE NO. 1990:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING MILWAUKIE MUNICIPAL CODE CHAPTER 13.12.063, FAT, OIL, AND GREASE CONTROL.

C. Council Reports

Councilor Chaimov attended the Historical Society Holiday Potluck.

Councilor Stone looked forward to attending the Umbrella Parade and Tree Lighting, the Solstice Event, and the Ardenwald Neighborhood Holiday Potluck.

Councilor Loomis announced the Winter Solstice on December 12.

Councilor Barnes announced the Community Solutions Wastewater Group meeting. She would attend the Chamber elected officials gathering, the Ardenwald Neighborhood Holiday Party, and the Winter Solstice.

Mayor Bernard had only one more City Council meeting, and he thanked Milwaukie voters for their support in his campaign for County Commissioner. Milwaukie had a lot of challenges in the future and encouraged Councilors to work as he had to have a seat at the table. He encouraged a smooth transition with someone who could move the City Council forward. He suggested appointing Councilor Barnes to the Mayor's position so she could work with regional partners. He believed Mayor would be the highest title he ever achieved. That was where you really influenced everyone's lives, and he thought seriously about how decisions would affect Milwaukie in the future. That was why Milwaukie bought Safeway and why McLoughlin Boulevard was finished. That was because Milwaukie had a seat at those tables. It was going to take time and the commitment of those with whom you worked to give that time.

ADJOURNMENT

It was moved by Councilor Barnes and seconded by Councilor Stone to adjourn the meeting. Motion passed with Councilors Stone, Loomis, Barnes, and Chaimov and Mayor Bernard voting 'aye.'" [5:0]

Mayor Bernard adjourned the regular session at 9:35 p.m.

Pat DuVal
Pat DuVal, Recorder

REGULAR SESSION

AGENDA

MILWAUKIE CITY COUNCIL DECEMBER 2, 2008

MILWAUKIE CITY HALL
10722 SE Main Street

2043rd MEETING

REGULAR SESSION – 7:00 p.m.

- | | Page # |
|---|--------|
| 1. CALL TO ORDER
Pledge of Allegiance | |
| 2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS | |
| A. 2008 Christmas Ship Proclamation | 2 |
| 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> | |
| A. City Council Work Session Minutes, September 16, 2008 | 4 |
| B. City Council Regular Session Minutes, November 4, 2008 | 17 |
| 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 directed to the whole Council, and the Presiding Officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous." The Presiding Officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.)</i> | |
| 5. PUBLIC HEARING <i>(Public Comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.)</i> | |
| A. City Initiated Street Right-of-Way Vacation of Kellogg Creek Drive in North Clackamas Park – Ordinance (Gary Parkin) | 20 |

- 6. OTHER BUSINESS** *(These items will be presented individually by staff or other appropriate individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*
- A. Funding and Preliminary Engineering Service Intergovernmental Agreements with TriMet for the Portland-Milwaukie Light Rail Project – Resolution (Kenny Asher) 26**
 - B. Amend Milwaukie Municipal Code Chapter 13.12.063, Fats, Oils, and Grease (FOG) – Ordinance (Paul Shirey) 52**
 - C. Council Reports**

7. INFORMATION

- A. Center/Community Advisory Board Minutes of October 10, 2008 75**
- B. Park and Recreation Board Minutes of September 23, 2008 80**

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.

2.

PROCLAMATIONS,
COMMENDATIONS,
SPECIAL REPORTS,
AND AWARDS

PROCLAMATION

WHEREAS, commencing December 10, 2008 and ending on December 21, 2008, with a special performance in Camas, Washington on December 6, 2008, the Christmas Ship Parade will be sailing the Columbia and Willamette Rivers, and;

WHEREAS, 2008 marks the fifty-fourth year that the annual Christmas Ship Parade has made its voyages part of the Portland Metro area's annual holiday tradition; and

WHEREAS, the Columbia and Willamette River Christmas Ship Fleets average between fifty-five and sixty boats; and

WHEREAS, the boat owners who participate are volunteers who donate their time, resources, and money to continue this holiday tradition enjoyed by generations of families; and

WHEREAS, the Willamette Fleet will visit the City of Milwaukie on December 10, 2008, December 12, 2008, December 15, 2008, December 17, 2008, and December 19, 2008; and

WHEREAS, the unique characteristics of the Milwaukie riverfront permit those wishing to view the Christmas Ship Fleet to enjoy unparalleled views of the boats; and

WHEREAS, the response by those viewing the ships at the Milwaukie riverfront is heard and appreciated by the volunteers who give of their time and resources; and

WHEREAS, the City of Milwaukie is deeply honored to serve as a destination for the Christmas Ships Parade and expresses its appreciation to the volunteers who continue this tradition year after year.

NOW, THEREFORE, I, James Bernard, proclaim December 10, 2008 through December 21, 2008 as

CHRISTMAS SHIPS PARADE WEEKS

in the City of Milwaukie and encourage citizens to greet the ships and their owners as they arrive each night at the Milwaukie Boat Ramp and to experience this very special holiday tradition so enjoyed by generations of families.

IN WITNESS WHEREOF, I hereunto set my hand this
2nd Day of December, 2008

ATTEST:

James Bernard, Mayor

Pat Duval, City Recorder

3.
CONSENT AGENDA

MINUTES

MILWAUKIE CITY COUNCIL WORK SESSION

September 16, 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, Planning Director AIC Susan Shanks, Engineering Director Gary Parkin, Resource & Economic Development Specialist Alex Campbell,

Harmony Road Transportation Improvements

Ron Weinman and **Dan Johnson** and provided a slide show.

Mr. Johnson gave an update to Council on the Harmony Road transportation improvement project. The purpose of the project was to review the alignment and design alternatives for 1.5 miles of Harmony Road from 82nd Avenue to Hwy 224. The general goals were to reduce congestion while improving safety, remove potential conflicts with the railroad, facilitate future high-speed rail and rail freight mobility, minimize neighborhood and environmental impacts and improve multi-modal access from neighborhoods. He provided an aerial photograph of the regional study area. Discussion about the project began with need. The study area was looking at about a 20% increase in residences, 43% increase in the job base, and 28-43% increase of daily traffic along that corridor. In the 2030 no-build scenario there were a number of safety issues. Currently, there was a queuing issue due to a lack of east/west connectivity west of 82nd Avenue, along 82nd Avenue between Sunnyside Road and Sunnybrook Boulevard. Those two left turns queued back into each other extending into the through-travel lanes creating a safety issue in the 82nd Avenue corridor. There were some concerns with the railroad crossing and those concerns would increase with the desire from ODOT to make that a high-speed rail. With increased congestion there would be an increase in traffic incidents. There was a 3-year study done from 2003-2005 that showed approximately 40 incidents along that line, most of them rear-end incidents associated with high congestion. They had a 2030 congestion estimate based on data through the EIS process that measured system speed and travel time. They were estimating that the system speed for the line at Harmony Corridor under the no-build scenario would be reduced from 15 mph to 9 mph. Also, there would be about a 60% increase in travel time throughout the system as a whole. The level of service at the Linwood/Harmony intersection currently operates at LOS E and at F in 2030. The City standard current LOS is D for that area.

Project Status – They were looking to conclude the screening phase of the EIS study. They would be presenting 4 options that the Policy Review Committee had recommended for Council consideration and comment. Next week they would hold a meeting with Board of County Commissioners (BCC) to have a final recommendation on those alternatives. The next phase of the EIS include: the impact analysis, environmental documentation, and final impact analysis

CITY COUNCIL WORK SESSION – SEPTEMBER 16 2008

DRAFT MINUTES

Page 1 of 13

statement. In 2006, staff looked to establish purpose and need, goals, gather data, and solicit and narrow alternatives. Through public outreach they were provided with 45 alternatives, and it had taken some time to whittle those down to 4. Those alternatives included alternative #1, which was no build. Alt #5 included widening 82nd Avenue to seven lanes keeping Harmony Road at three lanes and included grade separation at Linwood. Alt #9 illustrated Harmony at 3-5 lanes, Sunnybrook Boulevard would have an extension of its current termination west, and it would tie into Harmony Road with grade separation at the rail crossing. Alt #10 was the same as #9 with the exception that Harmony would have 3 lanes and the rest of the cross section was the same. He discussed the public outreach efforts including project advisory meetings, website for feedback, and a newsletter.

Mr. Johnson said they heard from the public outreach the necessity to address traffic delays, minimize environmental impacts, reduce neighborhood impacts, concerns with the EIS process, and a desire for them to coordinate more closely with the Harmony Community Campus. In response to those concerns, in terms of traffic delays, three of the four remaining EIS alternatives improve the transportation system. The no-build had no benefit. They were looking at a phasing plan and having a closer discussion with the neighborhood and what phasing the improvements might take. Environmental impacts: entertaining closer discussion with Metro habitat program and part of the Natures in the Neighborhood Program that looked to find better ways to integrate habitat with the urban form. Neighborhood impacts: it was important to get an idea of the phasing the Harmony Road corridor. They had done some preliminary estimates and currently there was really no need to widen the roadway on Harmony itself beyond a 3-lane section for the next 20 years.

Mr. Weinman added the key thing they found was that they needed to do something at either end to keep level of service down for 3-lanes.

Mr. Johnson heard a number of concerns in regards to the grade separation of the structure, and they were trying to think of creative ideas such as a roundabout. The height of the structure was a concern. They were looking for creative opportunities to reduce those impacts. They heard a desire from Councilor Barnes to look at putting the railroad underground. They had taken a preliminary look at that, but they wanted to take a more refined look.

EIS process – one of the things they had been hearing was that it was restrictive in nature. The Federal Government had a number of requirements that did not allow them to cut to the chase. A great example was looking at Alt #10, which would address the transportation issues and Alt #9 would do the same with 5-lanes. The EIS process cannot allow to arbitrarily remove Alt #9 though they know it had more impacts to the community, and the concerns of that neighborhood could be addressed in Alt #10. They were reviewing alternatives to that, and they would be proposing alternatives to the BCC. One alternative would be to transition out of the NEPA process and look to a more locally organized process. One idea would be to communicate and work more closely with and to incorporate the discussion as part of the Harmony Community Campus effort and how best to utilize the area. Phase 1 of that effort was to go out to the community and have a discussion about visioning and what they would like to see on that site. Phase 2 was a master planning discussion for partnering opportunities, avoiding duplication of efforts, and creating a sustainable environment with a number of recreational and educational opportunities.

Mr. Johnson said they were here tonight to present the information and respond to comments and concerns and to answer questions. On September 23, they were meeting with BCC to share the concerns they heard tonight, the comments from the public as a whole, and recommend alternatives on how to move forward with the process.

Goals - Their goal is to meet the current safety and capacity needs and respond to concerns and advance the decision making process. The recommendations to the BCC will outline options which include, Advancing the EIS process to the impact analysis phase or transitions from a NEPA and EIS process into the more localized process in partnering with the Harmony Visioning efforts seen today. If NEPA were suspended staff would recommend utilizing Alt #10 as a baseline. It seemed to address the transportation concerns of the area while having the least amount of impacts to the neighborhood. They would discuss phasing and looking at Sunnybrook as phase 1, the overpass discussion as phase 2, and widening Harmony as phase 3. They would continue to coordinate efforts with the Harmony Vision partners, work on mitigating concerns, and continue public engagement. The packet provided outlined 10 options reviewed by the PRC. The recommendation going to the BCC included forwarding options 1, 5, 9, & 10.

Councilor Chaimov asked if they had shown the intersection improvement design to the neighborhood.

Mr. Johnson answered not yet. One of the concerns they had was the formality of the EIS process as a whole. When they started the discussion a number of years ago it was 5-lanes that would look like an 82nd Avenue cross section. They wanted to refine that discussion further, minimize impacts, and look at the alternatives. This would be circulated no matter how the process advanced.

Councilor Chaimov said his impression from discussions with residents of the area and the concerns they had expressed for whatever development occurred was increase cut through traffic. Any proposal would need to focus on incorporating ways to keep that from happening. His first major concern was not just designing Harmony Road in a way that encouraged people to stay on it but discouraging cut through traffic. His second major concern was visual because some of the images looked like large concrete structures that were typically on an interstate rather than in a neighborhood. The steps made here toward keeping the roadway on one plane so it looks like it fits more into the neighborhood was a step in the right direction. His main hope was to continue working with people in the neighborhood to assure their concerns were addressed.

Mr. Weinman said a project like this could be made as a gateway to the community, how did that reflect what you want to do in that area? That was one of the things that could be done with regards to how we fit everything together. They were trying to hit some of those same concerns with regards to keeping the traffic on Harmony so cars were not cutting through. A roundabout keeps the traffic on the road and helps the congestion flow.

Councilor Stone asked if this idea was incorporated would you be transitioning out of the NEPA process? Did this imply that the roadway would be a 2 or 3 lane roadway? How would you do that?

Mr. Johnson said they would not rule this type of alternative out of any process. It was something that could be considered. The desire would be to build skinny roads with big nodes to move at a constant speed and get traffic out of interchange points.

Councilor Stone envisioned a roundabout like the one at 39th and Glisan where every street had to stop. Would that be the same?

Mr. Weinman did not think so. That actually hurt what they wanted to do with traffic. He discussed Rosemont Road in the Stafford area with a yield situation. There may be 2 lanes but they were trying to keep it to 1 lane.

Councilor Stone asked how that would work with the projected volumes. The volume at 39th and Glisan was huge.

Mr. Weinman responded he did not know the volume on 39th. The volume expected here was probably 50-60% of that volume. Right now volume was 17,000 to 20,000. They were looking at a 23,000 to 26,000. He believed Glisan was probably 35,000 to 40,000. There were a couple of roundabouts in Beaverton that worked well at the 10,000 to 15,000 rate so they should work in that range.

Councilor Stone said a concern was also livability and with more traffic came more noise. From an engineering standpoint you want to move traffic and we want to see less impact to the neighborhood. What would be the posted speed?

Mr. Weinman said it would likely be 30-35 mph. It was an arterial so not 25 mph.

Mr. Johnson said this was one of a number of options to look at. They heard the concerns and the desire to minimize the impact. This was the first blush something else might arise, which at that point they would bring it back in front of the committee as a whole to discuss in more detail.

Mr. Weinman said he did not have a lot of details right now, so he was giving standard responses at this time. Regardless of whether NEPA or not they had to put in more design effort and how it would work in more detail.

Councilor Stone encouraged them to make neighborhood livability and safety a design priority. This was not just about moving traffic because it was cutting through a neighborhood. She would like that to be kept in mind.

Councilor Loomis asked what would happen if these intersections were improved? How did the grade go up or down?

Mr. Johnson responded in the grading scale lack of improvement at that intersection, currently LOS E, would soon become F. Their hands had been tied by ODOT, and they had heard the community's desire to look at alternatives that do not include the grade separation. They had been told by ODOT rail that any improvements to the intersection needed to be grade separated to not only deal with the current safety concerns but the long-term need for high speed freight and high speed rail through that corridor.

Mr. Weinman said if they did something like this regardless they would have to come up about 30-feet. It would be a more flat intersection for everyone. The reason for that was the railroad which needed a 23-foot clearance. If nothing was done we would see more cars backing up in both directions on 82nd and Harmony, which had an impact on getting out of the neighborhoods and that resulted in cut through traffic.

Councilor Loomis asked if it was solid so people couldn't camp underneath it.

Mr. Weinman responded there was a small 1200 foot bridge and 2 railroad lines of traffic under there so there would be no room for people to camp. Currently the number of railroad trips was 25 – 30 trains per day including Amtrak.

Councilor Loomis said maybe they could talk with staff about a boulevard treatment to 37th Avenue. It would be nice to improve that for vehicle, pedestrian, and bicycle safety.

Mr. Weinman said it was a lot easier to partner in this as a local project. That was one of the reasons they were asking the BCC.

Mayor Bernard said he supported the upland development of Harmony Campus but did not support this project for a couple of reasons. Traffic needed to move to Hwy 224, and not through the neighborhoods. We needed to do everything we could to get them to go there. If we provided an option that made it easier for them, they would take it. There was an assumption made that there would be more traffic. That was an assumption, but with the high cost of gas there would be alternative transportation options. He had always heard that Harmony Campus could not be done unless the road was improved. He disagreed and said there were transportation options that could be developed. This was a terrible road, and he drove it every day. Assuming that gas would be \$4-\$6 per gallon he thought that predicting traffic would be increased to a certain level was wrong. He supported Alt #1. The roundabout would take out a large swath of land. He had seen other roundabouts, and they do take up a lot of land. The other assumption was high-speed rail. He was on JPACT, and there was no money to do anything in our lifetimes. He agreed we should phase in sidewalk improvements, better access, improvements to turn lanes, and do the upland campus development. If he were to choose anything he would say to dig a tunnel, but he understood there were water table and engineering issues. He did not approve of it when he ran for Mayor and still did not feel good about. He thought the development of the Harmony Campus was a must. If Harmony Campus depended on this then we needed to work with the community to find a solution otherwise he would support Alt #1.

Mr. Johnson said to be clear, in working with Clackamas Community College in their phase 1 expansion they found some issues through discussion. Some of the issues in regards to the phasing plan were current – safety issue on 82nd Avenue, which could be addressed through the Sunnybrook extension. There was a LOS E. When he had spoken to the City previously the only reason Phase 1 came on line was because of the reduction in trips and the removal of the Harmony Middle School. They could look at that data and other alternatives and creative options. This had always been a multi-modal discussion.

Mayor Bernard suggested transitioning out of the NEPA process and working with the community to find out what kind of project would be supported. He had walked under a bridge on 82nd Avenue that would represent the height of this one, and he was amazed at the size. It was huge.

Councilor Barnes was at the meeting and that was not what they came up with. She along with Lynn Peterson voted to go back to the drawing table because nothing worked and nothing was going to be decided until January. Four alternatives were not what she and Commissioner Peterson voted on. This was not working. They listened to hundreds of residents, not just from Linwood, and not one Milwaukie resident said 'go' to her. She had 50-60 emails and no one wanted it. Neighborhood associations outside of the Milwaukie were also concerned about the environment. They made it clear to staff to go back to the drawing table, and come up with new plans. The picture was very pretty, but to put it in perspective, how tall was 30-feet in the neighborhood? Can you see Linwood students walking through there? She asked to get the signal changed at that light. We would see a huge difference in traffic the minute that got

changed. We just voted to include this new storage facility and part of the report said that the County was going to expand from Lake Road/International Way to that traffic light. There would be two lanes not just one. When people drove Lake Road to the railroad crossing, it squeezed together and caused a backup. That needed to be expanded so there were two lanes all the way through. They approved that two weeks ago when they approved annexation of the mini-storage property. Six lanes would encourage more traffic. Why encourage additional traffic through Milwaukie for people who were not residents? We can estimate data, but we do not have clear figures or hard data for what is going to happen 10 or 20 years from now. Until we have that we were guessing that 25,000 people would use the area. She checked with the traffic folks, and high-speed rail would not happen for another 10 years at least because there was no money for it. With the Linwood NDA, Lake Road NDA, CPO's that had come to her she had notes from a lot of people in opposition. They said was let's go back, come up with other alternatives that don't impact that neighborhood, the kids, the environment and at least 3 businesses. That had to happen before we could send anything to the BCC because it needed to work for everyone. Until then she couldn't say go with the proposed alternatives because those were not alternatives that worked.

Mr. Johnson said to build upon that the term used was hybrid. They were looking at 10 as a baseline because it had the narrowest road and least amount of impact. It still had the big structure, but it was to look at that as a baseline and whittle down from that. They needed to see if they can get this thing down smaller, narrower and deal with the community concerns about the Linwood intersection and utilize that as a tool to refine the design further.

Councilor Barnes said that was a lot different than asking this Council to give input on 4 alternatives. We were going back to the drawing table and finding pictures and ideas that could work for this neighborhood and decrease traffic.

Mr. Johnson said the discussion was going on out there and continuing to engage and possibly re-engage through different means and redefine the discussion for a more informed decision. They were looking at the signals and the possibility of running fiber optic.

Councilor Barnes asked what the chances were of expanding that area to make it 2 lanes.

Mr. Johnson said he had to get a better handle of that.

Mr. Parkin said the Harmony Road annexation would allow for 2 lanes. They were not doing 2 lanes with that improvement. The annexation did not deal with future improvements. The buildings were set back so in the future it could be accommodated, but that was the only accommodation for the second lane. We cannot change the width of the crossing across the track without the railroads permission and they have said they would not grant it.

Councilor Barnes said there were still 2 lanes. One went up the hill and the other went right. If we expanded the right turn lane back to International Way and Lake Road, we would have 2 lanes not just 1. It did not even go into the 2 until you hit halfway through that street which was part of the problem. The crossing was not the problem.

Mr. Weinman said the right turn lane was not far enough back.

Mr. Parkin said the campus had one mitigation to improve, which was that signal. That would incrementally help in offsetting the traffic generated from

Phase 1. After that improvement there was no more tweaking where LOS was less than E.

Councilor Barnes said she understood that, but we have lived with E for how long? 5 years minimum and we seem to be okay with it right now. We need to find an alternative that does not tear up the neighborhood and take away businesses.

Mr. Parkin said honestly that was what everyone was trying to do. This was a good step towards that. Maybe they did not hit everything, but there were only so many ways to solve that problem. He heard that direction and in the report you would see looking out of the box for solution. Maybe the presentation of those 4 alternatives was not quite there.

Mayor Bernard said we have spent a lot of money on studies. We could have built some of that sidewalk and that lane and done signal improvements with all of the money we have spent researching this when we didn't want it 7-8 years ago. He thought it had gone away and then it resurfaced again. He realized that there was a greater demand, but the solution should be to direct people to Hwy 224 where the capacity could be handled. This was a very expensive solution to what he thought could be a redirection of traffic.

Mr. Parkin responded those options were looked at but they did not alleviate the traffic problem at that intersection. It was still at LOS F in 20 years.

Mr. Weinman said they found they would need to increase speed with free flowing movements from 82nd Avenue to Hwy 224 to make something work. They found that there was such a heavy flow from other markets in that area that it would have caused some problems. They found that the dual lefts on Sunnyside during peak hour there was about 1,600 trips per hour both on Sunnyside and Sunnybrook, which indicated a large movement already in that area. They were trying to get more cars using it, but it did not seem to work when they did the analysis.

Mayor Bernard had an opportunity in Wilsonville to look at Beckman Road, which was an amazing project where there was nothing around it. We did not have that ability today. There was something there and the impact would be great. At some point we needed to live with it and accept it. Those people would live in their houses for another 30 years and maybe their kids would live in them. We have to accept the level of traffic is probably going to be bad, and should gas hit \$6 we would need to look at alternatives anyway. You could practically run a streetcar for what this would cost. The environmental impact was huge. We need to put this aside and sit down with the community one-on-one and not spend a lot more money.

Councilor Stone commented on making a turn lane. As much as traffic engineers loved to move traffic she has seen designs around our City and Portland that impede traffic like Johnson Creek Blvd at 45th and 32nd. When all of that was redesigned if they had put right turn lanes for traffic to move to 32nd and Johnson Creek cars would not back up at peak hours on the overpasses. It was frustrating when you knew that could make a difference and improve the flow of traffic if you just allowed cars to make right turns rather than opting for a traffic light or some major expensive thing. She would like to know if the number of cars using these intersections were primarily in the region or in the neighborhood.

Mr. Weinman replied the analysis showed most was regional with 10% local staying in that area. 6% of trips were from the area but went outside to somewhere else. 30% was through traffic.

Councilor Stone said that made her lean toward putting the traffic where it belonged which was Hwy 224. The hypothetical question she wanted to ask was have you looked at making Hwy 224 like Hwy 217 with no stoplights. It made more sense to her to channel all of that traffic. If most of traffic was regional then put them on Hwy 224. We need to maybe look at fixing Hwy 224 and putting some money into that rather than into this project.

Mr. Weinman agreed we needed to do something to Hwy 224. We need to get rid of some of the signals.

Extension of Wastewater Collection System to “Dual Interest Area A”

Mr. Swanson said they had several meetings on this issue over the past couple of months and the meetings left him feeling there was still some questioning on the part of Council and they needed to clarify policy issues. Some timing issues have arisen in respect to making decisions. No formal decision will be made tonight. It will be put on the October 7 agenda. Staff was looking for direction, and he referred to page 28. He reviewed the policy issues. We were involved because of 2 policy considerations that were adopted in the past. We talk time and again about the Urban Growth Management Agreement (UGMA); he handed out a copy of the 1990 agreement. He referred to page 2, section B.1 regarding urbanizing services in Dual Interest Area A in the agreement between Clackamas County and the City. When the agreement was adopted the areas were not chosen by guess. There was a real underlying engineering consideration. The considerations were topography and the need to install an additional pump station if the county absorbed that area, which was a more expensive consideration. He referred to Comprehensive Plan Chapter 6 on page 6-6 showing the policy requirement that required annexation in order to receive or utilize a City service. The UGMA set Dual Interest Area A as being an area that the City would serve. The Comprehensive Plan required annexation in order for a property to receive that service. He had been asked a number of times, why this particular area? It was not a high value area and would not make money for the City. That was true. It would probably be a net cost. That would be one of the things they would be looking at after October 7 should Council decide to proceed presented with the actual decisions. He talked to Jon Mantay about annexation and his expectation was that the City would take low and high value and not just cherry pick one over the other. The result from this could be redevelopment opportunities once sewer went in. The answer to the question about the lower value area was it was not really a fair approach for the City to tell the County that we would pick off the high value areas to result in a larger income to the City. He wanted Council to know that there were 2 policy considerations underlying this decision, one is the UGMA and the other was the Comprehensive Plan. One followed the other and was why the City was pursuing this project.

Mr. Asher said this was a wastewater service project not an annexation project. This was a really important project and an important discussion. He emphasized what Mr. Swanson pointed out that if we didn't have this agreement in place when Barb Cartmill, Clackamas County, inquired a year and a half ago as to the City's interest in sewerage this part of the area since they were sewerage the rest of the urban renewal area. She asked if the City was prepared to do that, and his answer was of course we were because that was what the policy said we would do. If we did not have the policies we probably would not be having this

discussion. If this area were already sewered we would not be having this discussion. They were not trying to force annexation and annex for the sake of annexation. They were trying to provide sewer service and follow policy that when people hooked up to sewer they would voluntarily come in or the mechanics would be such that they would have to figure out a way to bring in groups. They did not have an annexation plan, and staff was looking for guidance. The general rule they were trying to follow was to get the service in the ground, provide the option, and let people tell the City when they were ready to use that service.

Mr. Parkin discussed the need for the project. Environmentally this was an area of concern because of the Johnson Creek watershed and type of soil. In many cases a lot of places had quite a bit of rock that did not treat the septic going into to the tanks. That meant it would reach the water table without all of the treatment that we would like to see. He passed out some information that was provided today by Jim Fisher, County Soil Expert, who regulated the septic systems. There was a real need environmentally that corresponded to the human health need and the threat to the ground water, and the socioeconomic need that was determined when they put together the urban renewal area. The number one desire for those people was to get the sewers put in. There were several houses that had to be boarded up and could no longer support families. People in general were supportive of having that neighborhood benefit. He went over the design. It was not a complicated type of project. It was an extension of the sewer system south of Johnson Creek. North of Johnson Creek there were a few existing buildings that were on an existing system that would be extended to serve the other properties in that area. There was a natural break with the Creek that they could phase in and do one side at a time. If approved they would look at a lot of factors and try to come up with doing a portion that made the most sense. Looking at how to pay for this they did have the state revolving fund loan that DEQ offered, which had a very good rate. They provide for the express purpose of serving areas like Dual Interest A that they think would benefit the environment. It would be a 20-year loan that the City would look to pay off with the money from the people connecting.

Mr. Campbell said one way to look at the risk was to look at a minimum and maximum. The minimum risk had a pretty negligible impact on the sewer fund; maximum risk worst-case scenario they modeled assumed only 60% of the properties connected over the 20-year life of the loan. That would imply an impact of \$1 million to the capital and reserve fund. He thought that was rather unlikely. The more likely scenario would be 80% - 90% of the existing lots connecting to the sewer. Septic systems had a typical life of about 50 years. A lot of this area was built out in the 1950's and 1960's, so it was reasonable to believe there would be a number of system failures over the next 20 years. There were a number of failures already. If 80%-90% hooked up that would be a net cost to the fund of \$100,000 to \$500,000. That might result in some delay in achieving the goal of building up a \$5 million balance in the sewer capital and reserve fund or some impact on project schedule on capital projects for the sewer fund. There were a couple of steps they could take to minimize exposure. It was possible to establish a reimbursement district in perpetuity to decrease the incentive for people in the out years. If we did that it would mean we would recoup that money in future years to pay back the capital fund. These numbers assumed doing the project in phases so they could gauge what the preferences were, which areas were more urgent, and see what the real rates looked like before they pursue the balance of the project. They looked at what the impact on the general fund was and it was not a big winner for the City given the area was

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in urban renewal, so property tax revenues were not escalating. There was \$150,000 to \$200,000 in additional tax revenue there for the City that would help pay for some of the additional services that would be provided.

Mr. Asher said due to timing we really needed to act or get out of the way. The County was moving ahead with its project and graciously started to do some of the preliminary services in the area with the expectation that City would follow through and sign an IGA with the County to either reimburse or pay for the more expensive services. There were some savings in scale as there were already contractors out there doing the work for whom mobilizing and studying the area would be less costly than if we try to pick up and do this at some later date or if the County were to try and pick up and do this at some later date. It was a less expensive project by doing it now. The State was holding the City's place in line for a year. This is a competitive loan program, and this project rated very high. It rated #1 in the state, which was a statement of what kind of environmental priority it was for DEQ. He thought we were getting to the end of our grace period. They had said there would be an answer in September. They would have like an answer to know what to do with their funding this year. The County was in the same position. One of the goals was not to leave any islands of blight in this urban renewal area, and if the urban renewal area was going to get sewer and there was no sewer in the dual interest area it was not fair to the property owners. If the City was not going to act, then the County was willing to take that step. Staff did not think that was the advisable course, not only because of policy, but there was something in the notion of unified services for efficiency purposes addressed in Comprehensive Plan Chapter 6. It was imperative that staff got some direction and decision pretty quickly.

Councilor Barnes asked Mr. Wheeler when someone in this area now had a problem with their sewer/septic system and they called the County, what was the County's reaction and what did they say to these folks when it came to next steps for them? What was the public relations response from the County at this point?

Mr. Wheeler was not sure what the public relations response was.

Mr. Parkin said people contacted the City to find out if there was a way to get sewer. A lot of it depended on the proximity to the lines. If they were within 300 feet they are obliged under state law to connect to a public system. Other than that they were looking and asking if the City could provide the sewer. Staff was telling them some day we could. Staff then looked at if we could provide some treatment that would fix the system. In a lot of cases they could and for a lot of cases they didn't have enough room. Usually there was something that could be done on a temporary basis. They would either have a cesspool that they collected it in and then gets pumped out, which was an expensive long-term solution. If they knew something was coming, the County would allow that. They had slow sand filters that were expensive and took a lot of property. The City was notified and had not been able to be helpful to provide those things.

Mayor Bernard had a house on May Street, and his septic tank was a truck body that was put in during the 30's or 40's. After pumping it out every day for 3 weeks he ended up paying a neighbor to run a sewer line through his yard to connect to the street. It was very expensive but solved the problem.

Councilor Loomis said he was glad to see there was some progress in moving forward and providing service one way or another. He was at the meeting that was facilitated by Mr. Wheeler and people did want to be sewerred, but the issue was who would provide the service. He would like to see on October 7th if we do go this route what the benefit was to the City, what the benefit was to the

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Milwaukie residents, what the benefit was to the residents to the Dual Interest Area A, what the cost to the City was, what the cost to the Dual Interest residents was and what it would cost the residents outside the Dual Interest area. He would like to be able to compare those numbers and see if the benefit was worth it because he could see how they could picture it as being unfair if their neighbor across the street was being sewerred by the County.

Mr. Parkin said there were some residents that would be treated by City sewer and others by County. There would be that dissimilarity at some point.

Mr. Campbell said the dissimilarity was about property taxes. It was not about project cost. There may be some quirks of geography that might make some areas cheaper than others, and it was possible that separating out the Dual Interest Area might make it marginally more or less expensive, but that had nothing to do with whether the City provided the service. The difference would be the taxes. That line existed one way or another. It was a question of where that line was.

Mayor Bernard asked if a neighbor's house that was not in the City was broken into would Milwaukie police be called?

Mr. Campbell said that usually MPD did respond to calls in that area.

Councilor Loomis said he would like to know if that was actually true. He had heard that back and forth. If there was a way to get those statistics that showed our police were responding and servicing that area he wanted to know.

Mr. Asher said he thought we could provide some of the costs. The County's project was not even through their preliminary engineering phase so those project costs were still moving. It was very hard to do a one to one. They think that our project would be comparable. The cost for service was higher in the City and he thought that there was a higher level of service that came along with that. That was in the staff report that they worked on a couple of years ago when this was first brought up. They could look at those numbers again and do that comparison. Not everyone agreed with that, but that was their position.

Councilor Loomis said he was hearing that whoever provided sewer the costs would be comparable, so the difference was in property taxes and rates.

Mr. Asher said sewer rates were more expensive, but other rates were lower. On balance it was more expensive to be in the City, and they would argue there was a reason for that having to do with the level of service across the board.

Councilor Loomis said there were probably comparable houses in the Dual Interest Area that were right across the street from each other and maybe that could be used as a model.

Mr. Parkin said there was a need for a pump station in Milwaukie system because of the low spot. If it was decided the City was not going to provide service to that area and we weren't going to allow any more sewer to come into our City and they had to pump it around it would be silly. There would be a cost they could calculate.

Mr. Asher added it would be a gravity fed system, but there was just one spot that needed the pump station.

Councilor Loomis said if they chose to go with an alternative, be prepared for the alternatives stated in the staff report.

Mr. Asher said he could not have that done completely by October 7 but could make some general comments.

Councilor Barnes asked if Mr. Asher was trying to get feedback from each of the Councilors or a general consensus.

Mr. Asher responded the first thing staff wanted to know was if there was enough interest in this project to see a resolution with the 3 things on the first page of the staff report? In a way there were seeking Council approval to proceed with the project. If there was not an interest in that tonight it would be good to know. They could attach a draft IGA for the October 7 meeting, but it would not be to execute the IGA.

Mr. Swanson said that brought us to the next step of the process. His point in citing the 2 policy considerations was to say this was what we had. If that were not the conclusion, then they would need to do the work to change those policies. There would be much more discussion on October 7.

Councilor Chaimov was fine with going forward in current direction. He was not comfortable taking actions that might bring people into the City who did not wish to come in, but there was no option under the UGMA other than to go forward. We had made an agreement to do this and he thought we had to. However, he would like to hear more of a discussion on why assuming no UGMA or Comprehensive Plan that it would make more sense for Milwaukie to put in the system rather than the County.

Councilor Loomis got a good flavor of how people felt. There was a certain pride in being in unincorporated.

Councilor Stone agreed that sewerage seemed to make a lot of sense. It was environmentally the right thing to do. In terms of Milwaukie versus the County she shared the same concerns about sewerage people who did not want to be part of the City and how do we deal with that. She would like to see the figures that Councilor Loomis had asked about. She asked if the City was putting forth the application for the state revolving fund for the entire project? Was it a \$3.8 million project with a city cost of \$270,000?

Mr. Swanson replied it was just for Dual Interest Area A.

Mr. Asher explained those were two separate costs. The \$270,000 was for design, engineering and environmental. \$3.8 million was to do the entire Dual Interest Area and they were just talking about phases.

Councilor Stone asked in 20 years how many of 286 properties would we anticipate needing to hook up. She heard tax revenue would be \$150,000-\$200,000 per year. What was that based on?

Mr. Campbell responded as far as the financial impact on the sewer fund itself he was thinking about repayment and how many people they could expect to hook up. The low side was 60% and high side 80%-90% over 20 years. The \$150,000-\$200,000 would be if the entire area annexed. We only incur additional service costs when people annexed.

Mr. Asher said Council had been asked to do a very difficult thing. The costs they could manage and they would share. The difficult thing was to explain why the City and not the County without going to the Comprehensive Plan Chapter 6, which was the City's growth element. It had a lot of information in it about how the City said it wanted to grow. We haven't had a lot of discussion around this table about that chapter of the Plan. He recommended that Council become

familiar with Chapter 6 because that was where staff would go to explain why the City was the appropriate provider. It was not just because it is written on paper. There was logic behind it. He knew this was difficult because back in May he was trying to explain why the City and not the County and why consolidated services and not districts. A lot of that came right out of the Comprehensive Plan. Even if we give it the old college try he thought it was a high bar for staff to clear to make a strong case for why they City and not the County. He thought there was a lot of philosophy that went right to governance and to urban planning and urban service provision and efficiency of services. Those are really complicated issues. The reason annexation was so hard was because it was right in the middle of all of that. He was up for it, and staff will try its best. It would help a lot if Council was familiar with that part of the Comprehensive Plan and was ready to give feedback in that discussion.

Mr. Swanson said if the question was only whether people wanted to or not, then the answer was evident. There were other people underlying the policy that was contained in Chapter 6 of the Comprehensive Plan. If it was only taking a poll that was very simple, but it was a lot deeper than that.

Mayor Bernard adjourned the work session at 6:57 p.m.

Pat DuVal, City Recorder

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
NOVEMBER 4, 2008**

CALL TO ORDER

Mayor Bernard called the 2041st meeting of the Milwaukie City Council to order at 5:29 p.m. in the City Hall Council Chambers.

Present: Council President Joe Loomis, Councilors Deborah Barnes, and Greg Chaimov

Staff present: City Attorney Bill Monahan, Civil Engineer Zach Weigel

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

CONSENT AGENDA

It was moved by Councilor Chaimov and seconded by Councilor Barnes to consider other business item 6.A, City-Initiated Street Right-of-Way Vacation of Kellogg Creek Drive in North Clackamas Park, with the consent agenda. Motion passed with the following vote: Councilors Chaimov and Barnes and Mayor Bernard voting 'aye' and Councilor Loomis voting 'no.' [3:1]

It was moved by Councilor Barnes and seconded by Councilor Chaimov to adopt the consent agenda.

- A. City Council Minutes of October 7, 2008 Regular Session;
- B. City Council Minutes of October 21, 2008; and
- C. City-Initiated Street Right-of-Way Vacation of Kellogg Creek Drive in North Clackamas Park

Councilor Loomis announced he would abstain from voting on item C. Motion to approve consent agenda items A and B passed with the following vote: Councilors Chaimov, Barnes, and Loomis and Mayor Bernard voting 'aye.' [4:0]

Motion to approve consent agenda item C passed with the following vote: Councilors Chaimov and Barnes and Mayor Bernard voting 'aye' and Councilor Loomis abstaining. [3:0:1]

AUDIENCE PARTICIPATION

- **Philip Stose, Clackamas County**

Mr. Stose spoke in opposition to Resolution 81-2008 that the Council decided to go forward with to provide sewers to Dual Interest A in unincorporated Clackamas County. They had been in opposition to annexation to the City of Milwaukie since before he was living there which was 25 years. The last time there was a community meeting, Councilor Loomis and Councilor Stone both attended. Ironically enough, those were the two Councilors in opposition to this resolution. Since October 7 he had been talking to a lot of his neighbors. Overwhelmingly they were not opposed to sewers and not opposed to improvements to the neighborhood. They were, however opposed to the lack of representation in this discussion. They vowed to continue the fight to oppose it.

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He did not know at this time what that would involve. People were pretty upset about this and would not go down quietly. He for one would not be annexing to the City of Milwaukie any time soon for any reason. They would continue the fight.

PUBLIC HEARING – None Scheduled

OTHER BUSINESS

- A. City-Initiated Street Right-of-Way Vacation of Kellogg Creek Drive in North Clackamas Park (moved to consent agenda0**
- B. Council Reports -- None**

ADJOURNMENT

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

Mayor Bernard adjourned the regular session at 5:34 p.m.

Councilor Stone arrived as the meeting adjourned due to work constraints.

Pat DuVal, Recorder

5.
PUBLIC HEARING



To: Mayor and City Council

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

From: Gary Parkin, Engineering Director

Subject: City Initiated Street Right-of-Way Vacation of Kellogg Creek Drive in North Clackamas Park

Date: November 12, 2008 for the December 2, 2008 Regular Session

Action Requested

Approve street right-of-way vacation of Kellogg Creek Drive within North Clackamas Park.

History of Prior Actions and Discussions

November 2008: Approval to initiate the process to vacate right-of-way for Kellogg Creek Drive within the North Clackamas Park.

June 2008: Planning Commission briefing on how to apply the sign code to North Clackamas Park. The Commission determined that the street within the park remains public right-of-way and that the sign code applies unless the right-of-way is vacated.

Background

Last spring, the North Clackamas Parks and Recreation District (NCPRD) applied for a sign permit to replace the existing, damaged informational sign at North Clackamas Park. The requested replacement sign would update the manually-operated sign (mainly used to announce events at the Milwaukie Center) with an electronic reader board sign. The Milwaukie Municipal Code section that governs signs, Title 14, exempts

signs that “*are not oriented toward or intended to be legible from a right-of-way or other property.*” (14.12.010L.) Without this exemption, the sign would not be permitted in the residential zone that covers this site.

Kellogg Creek Drive right-of-way in North Clackamas Park is no longer needed as public right-of-way. The underlying property is city-owned and there is no longer a street occupying the right-of-way (See attachment “A”). Only a small portion of the right-of-way currently functions as a road (the parking lot and driveway into the park). The largest portion of the right-of-way has been developed as ball fields.

Planning staff initially felt that since the sign faces Kellogg Creek Drive, which functions as a driveway to the park, the sign code might not apply to the site. Staff presented this interpretation to the Planning Commission at its June 24, 2008 meeting. The Commission directed staff to interpret the code otherwise. Because Kellogg Creek Drive is within a public right-of-way, Planning Commission directed staff to apply the sign code.

If the right-of-way is vacated the NCPRD would be able to apply for a sign construction permit and would be able to site the sign so that the exemption clause of the code would apply. The exempting clause of sign code section 14.12.010 states that signs oriented toward, or intended to be legible for, users of a site, such as a recreational facility, and not oriented toward or intended to be legible from a right-of-way or other property, are exempted from the sign code.

Regarding the new sign, the city would provide direction for its installation primarily based on construction and positioning parameters. Easements needed for the water and sanitary sewer utilities that serve the site (Clackamas River Water and Clackamas County Sewer District #1) will be preserved or recorded as needed.

The street vacation process (city-initiated) is governed by Oregon Revised Statute (ORS) Chapter 271.130. The process involves the following steps:

- Motion to initiate the vacation (completed with council action at the November 4, 2008 meeting)
- Notice provided for two weeks prior to the hearing, by newspaper and posted on site (this has been done)
- A public hearing (part of the December 2, 2008 city council meeting)
- Council adoption of an ordinance to vacate the right of way (attached)

The ordinance (if adopted) is then filed with Clackamas County for implementation.

Concurrence

The North Clackamas Parks and Recreation District supports the street vacation and the electronic reader board sign replacement.

The Milwaukie Senior Center Director supports the electronic reader board sign replacement.

The Community Services Director supports the street vacation and the electronic reader board sign replacement.

The Planning Commission, during its discussion of the sign code applicability, also discussed the possibility of an electronic reader board sign at this site. Many commission members expressed dislike for electronic reader board signs in general and concern that such a sign at the proposed location would pose safety and aesthetic problems.

The Planning and Engineering Directors support the street vacation.

The Street/Water Operations supervisor supports the street vacation.

Fiscal Impact

No fiscal Impact to the City.

Work Load Impacts

Processing the street vacation has no significant workload impact.

Alternatives

1. Council may direct staff to begin the street vacation process.
2. Council could direct staff to withhold the street vacation at this time, effectively preventing the installation of the sign.

Attachments

1. Map of North Clackamas Park showing the existing right-of-way.
2. Ordinance to vacate Kellogg Creek Drive street right-of-way

This map was prepared for assessment purpose only.

SW 1/4 NE 1/4 SEC. 6 T2S. R.2E. W.M.
CLACKAMAS COUNTY

D.L.C.
ELISHA KELLOGG NO. 54

2 2E 6AC

13000 APP 1/16 COR

1"=100'

5100

5400

5700

APP 1/16 COR

SEE MAP 2 2E 6AB

SEE MAP 2 2E 6AB

SEE MAP 2 2E 6BD

100
32.40 Ac.
5894

100

12-118

13200

SEE MAP 2 2E 6AD

MOUNT SCOTT CREEK

(PARK WAY DRIVE)

100

KELLOGG CREEK

DRIVE

KELLOGG CREEK DRIVE

Gate

APPROX LOC OF EXISTING & PROPOSED SIGN

NW COR DV 549-434

RIGHT OF WAY TO BE VACATED

APP 1/16 COR 13500

F.H.D.

2 2E 6AC
BOOK 15

SEE MAP 2 2E 6DB

SEE MAP 2 2E 6CA

SEE MAP 2 2E 6A

SEE MAP 2 2E 6A

SEE MAP 2 2E 6A

SEE MAP 2 2E 6A

SEE MAP 2 2E 6A

SEE MAP 2 2E 6A

SEE MAP 2 2E 6A

ATTACHMENT 2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, VACATING A PORTION OF KELLOGG CREEK DRIVE.

WHEREAS, the Council initiated this vacation on November 4, 2008; and

WHEREAS, after proper notice, a hearing was held before the Council on December 2, 2008 in accordance with Oregon Revised Statute (ORS) Chapter 271,

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

Section 1. Findings. The City Council finds that notice has been duly given of the hearing on this vacation, there are insufficient objections to prevent the vacation under ORS 271.130 and the vacation is in the public interest.

Section 2. Vacation. The following described street is vacated.

That portion of Kellogg Creek Drive (aka Park Way Drive) and identified as County Road no 2237 west of the East Boundary of GG&E North, D.V. 296-436 (the east boundary of North Clackamas Park)

Section 3. Filing. The City Recorder is directed to file a certified copy of this ordinance with the Clerk, Assessor and Surveyor for Clackamas County, Oregon.

Read the first time on _____, and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Jim Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC

Pat DuVal, City Recorder

City Attorney

6.
OTHER BUSINESS



To: Mayor and City Council

Through: Mike Swanson, City Manager

From: Kenneth Asher, Director of Community Development & Public Works

Subject: Funding and Engineering Service Intergovernmental Agreements with TriMet for the Portland-Milwaukie Light Rail Project

Date: November 20, 2008 for the December 2 Regular Session

Action Requested

Authorize execution of two Intergovernmental Agreements (IGAs) as anticipated under the Umbrella Agreement, adopted by TriMet and Council in the spring of 2008 (Res. 59-2008). The Umbrella Agreement set forth the framework under which the parties will construct transit improvements in Milwaukie for the ten-year period between 2008 and 2018. The two IGAs, if approved, will commit funds from Milwaukie to the light rail project and from TriMet to Milwaukie in the form of a dedicated project FTE.

History of Prior Actions and Discussions

October 2008 - Work session discussion on the draft IGAs.

July 2008 – Adoption of an updated Locally Preferred Alternative for a light rail alignment along the Tillamook Branch through Milwaukie with a terminus at Park Avenue (Res. 69-2008).

May and June 2008 – Work session discussions and action on the City of Milwaukie-TriMet Umbrella Agreement.

2007-2008 – Various actions and discussions regarding items that are in the Umbrella Agreement, including downtown bus facilities, light rail alignments, light rail station design, safety and security, and downtown revitalization.

Background

In the spring and summer of 2008, several discussions between the City of Milwaukie and TriMet resulted in agreements regarding the Portland-Milwaukie light rail project. The first of these agreements, referred to as the Umbrella Agreement, describes a sequence of supplemental agreements to specify roles, responsibilities, expectations and aspirations of both parties as activities are undertaken to expand transit service in Milwaukie. The second agreement was the adoption of a Locally Preferred Alignment update, which was endorsed by both parties and all other project partners.

Two IGAs are now presented for Council action. Both agreements were anticipated in the Umbrella Agreement and are now advisable given the mounting demands and momentum of the light rail project.

The first of the agreements is a Funding Agreement and is attached hereto as Attachment 1. The Funding Agreement commits the City of Milwaukie to contributing \$5 million to TriMet for the light rail project, to be used to mitigate project impacts in Milwaukie as described in the Record of Decision. The funds are payable within 30 days of FTA approval of the Full Funding Grant Agreement (FFGA) – the vehicle by which federal funds will be made available for the project. The FFGA is expected to be approved in the summer of 2012. The Funding IGA states that if the FFGA is not approved by June 2014, Milwaukie may terminate the agreement.

TriMet is in the process of obtaining funding contributions from the other local partners, including the City of Portland, Metro, Clackamas County and the State of Oregon. The Funding IGA has been prepared for Milwaukie to adhere to the terms of the Umbrella Agreement, which anticipated the IGA by the end of 2008, to fix the Milwaukie contribution, and to provide Milwaukie with time to prepare a financial strategy for making the contribution.

At the October work session, council members asked staff about the wisdom of the light rail investment as compared to other possible uses of \$5 million dollars that the City might consider. Attachment 2 is the *Economic and Community Development Opinion regarding Milwaukie's Proposed \$5 Million Financial Contribution to the Portland-Milwaukie Light Rail Project*. Staff encourages the council to review the memo (drafted in the summer of 2008 during the Locally Preferred Alternative deliberations), which presents five separate criteria by which staff has evaluated the question of reasonableness and judgment of the \$5 million light rail investment.

The second agreement is an Engineering Services Agreement and is attached hereto as Attachment 3. Also contemplated in the Umbrella Agreement, this IGA addresses the risks that will confront both the City and the Project if the City of Milwaukie is not properly staffed for the light rail design, permitting and construction phases scheduled to begin in January 2009. As originally flagged in the Umbrella Agreement, the Parties

recognize the City of Milwaukie does not have the resources to dedicate staff to the Project at the optimal level of involvement. This IGA will fund one City FTE beginning with the Preliminary Engineering phase of the project. The FTE will be responsible for reviewing engineering drawings to critically analyze how and where the light rail project will change existing City of Milwaukie utilities, traffic patterns, railroad usage, environmentally sensitive sites, school and neighborhood interactions, redevelopment parcels, business operations, etc. Without such a position, the City would be compromised in its ability to provide this critical review and input, simply because of the workload demand.

TriMet has made application to the FTA to begin preliminary engineering and anticipates having FTA approval by January 2009. Both Milwaukie and TriMet staff are interested in beginning the recruitment and preparation process for bringing the full-time, project-dedicated staff person on to the City's team as soon possible. The FTE will be a City of Milwaukie employee, and will report to the Community Development/Public Works Director. The parties anticipate filling the position with a civil engineer with land use planning and permitting experience. This will help the project interface smoothly between City planners, engineers, and TriMet project staff and consultants. Significant cost savings can be realized for the project if it can avoid unnecessary time delays and inefficiencies because of redesign, lengthy jurisdiction approval timelines, and/or other inefficient decision-making processes.

Concurrence

No city department heads have taken issue with the action as proposed. City staff most directly involved with the project (Community Services Director, Engineering Director, Resource and Economic Development Specialist and Planning Director) have all expressly concurred. The Budget Officer (City Manager) is in support of the action and has enlisted the help of the Finance Director in preparing for the financial obligation. The Human Resources Director and Finance Director collaborated on the structure and terms of the Services IGA. The City Attorney has reviewed the agreements and approves them as to form. TriMet project and legal staff are in support of the agreements as drafted and are preparing to forward them for board approval.

Fiscal Impact

The Funding IGA represents a large financial commitment for the City, and one that must be carefully planned with other City obligations. The City Manager and Finance Director have evaluated the City's borrowing capacity and support execution of the IGA. Staff would note that obligation is expected to come due at the end of fiscal year 2011-12, giving the city more than four years to prepare for the transfer of funds.

Should the project not secure federal funding by June 2014, the City's financial commitment will no longer be in effect, and any funds committed by Milwaukie for the project will be returned.

The Preliminary Services IGA is expected to have no fiscal impact on the City, as the cost of the FTE position is being fully borne by TriMet's project funding.

Work Load Impacts

The Funding IGA will require financial planning by the City Manager, Finance Director and Community Development & Public Works Director. Likewise, approval of the Engineering Services IGA will generate work for the Human Resources Department and certain department heads in recruiting, hiring, training and supervising the new position.

Workload impacts from electing to not approve either of these IGAs would be immense. Staffing is not currently available to renegotiate the Umbrella Agreement, or to oversee the engineering of the light rail project, or to help facilitate project permitting. Ongoing negotiation of these IGA's would divert staff resources away from technical responsibilities for protecting Milwaukie's interests during the Preliminary Engineering phase of the project.

Alternatives

Council could direct staff to seek different or additional terms in one or both IGAs, or could seek to have further discussion with TriMet officials about the project or the work that these agreements will facilitate. Council could elect to approve only one of the agreements, setting the other aside if additional information is desired. Staff does not support any of these alternatives for reasons described in this staff report. Additionally, staff believes the City has a responsibility to follow through on commitments made in the Umbrella Agreement (Res. 59-2008), just as Milwaukie will expect TriMet to follow through on the same.

Attachments

1. Intergovernmental Funding Agreement between TriMet and the City of Milwaukie for the Portland to Milwaukie Light Rail Project.
2. Economic and Community Development Opinion regarding Milwaukie's Proposed \$5 Million Financial Contribution to the Portland-Milwaukie Light Rail Project.
3. Intergovernmental Agreement between TriMet and the City of Milwaukie for Engineering Services for the Portland to Milwaukie Light Rail Project.
4. Resolution

**INTERGOVERNMENTAL FUNDING AGREEMENT
BETWEEN TRIMET AND THE CITY OF MILWAUKIE FOR THE
SOUTH CORRIDOR PHASE II PORTLAND TO MILWAUKIE
LIGHT RAIL PROJECT**

This intergovernmental agreement (“Agreement”), dated _____, 2008, is made and entered into by and between the City of Milwaukie (“Milwaukie”) and the Tri-County Metropolitan Transportation District of Oregon (“TriMet”) (collectively the “Parties”).

RECITALS

1. TriMet and Milwaukie are authorized to enter into this Agreement with each other pursuant to the provisions of ORS 190.
2. TriMet owns and operates the public mass transit system serving the Portland, Oregon metropolitan region, which includes an existing light rail system composed of segments commonly known as the Eastside/Banfield, Westside/Hillsboro, Airport, and Interstate lines. TriMet also is currently constructing the South Corridor Light Rail Project, consisting of the I-205 Segment and the Portland Mall Segment.
3. TriMet and Milwaukie have a joint interest in serving Milwaukie, north Clackamas County and the Portland Metro region with high quality, convenient public transit.
4. TriMet plans and proposes to construct the South Corridor Phase II Portland to Milwaukie Light Rail Project (“Project”). The Project will provide a reliable, high frequency transportation option for Milwaukie and Clackamas County commuters, and will benefit north Clackamas County and City of Milwaukie residents and workers by providing car-free linkages to multiple destinations in the TriMet system. The Project also offers Milwaukie a transportation investment that can help catalyze Milwaukie’s downtown revitalization as described in local and regional land use plans.
5. On May 9, 2008, the Federal Transit Administration (“FTA”) issued a Supplemental Draft Environmental Impact Statement (“SDEIS”) on the Project, in compliance with FTA and National Environmental Protection Act (“NEPA”) requirements.
6. On July 15, 2008, the City of Milwaukie Council adopted the Locally Preferred Alternative
7. On July 24, 2008, Metro adopted the Locally Preferred Alternative (“LPA”) and the Land Use Final Order (“LUFO”) for the Project.
8. The Parties anticipate that TriMet will be the entity responsible for entering into a Full Funding Grant Agreement (“FFGA”) with the FTA as the vehicle through which the Project will receive its federal funding component. As the grant recipient, TriMet will be the entity responsible for performing, or contracting for, the design services and construction work.

9. In addition to the FTA, TriMet is in the process of obtaining funding contributions for the Project from local partners, including the City of Milwaukie, the City of Portland, Metro and the State of Oregon.
10. On June 17, 2008, the Parties entered into a Memorandum of Understanding For Transit Improvements in Milwaukie from 2008-2018 (“MOU”). The MOU anticipated that the Parties would enter into a series of intergovernmental agreements over ten years, including a funding agreement for the Project by December 31, 2008.
11. Milwaukie agrees to help fund the Project by contributing \$5 million toward the Project.

NOW, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

MILWAUKIE OBLIGATIONS

1. Milwaukie agrees to contribute \$5,000,000 to TriMet for the Project.
2. Milwaukie’s contribution of \$5,000,000 shall be paid to TriMet within 90 days of FTA approval of the Full Funding Grant Agreement for the Project, which approval is anticipated in or around June 2012.

TRIMET OBLIGATIONS

1. TriMet agrees that it is fully committed to constructing and operating the Project upon entering into a Full Funding Grant Agreement for the Project with FTA.
2. TriMet agrees to apply Milwaukie’s \$5,000,000 in contributed funds to the Project, to be expended for mitigation of the effects of the Project on residences and schools in the City of Milwaukie as defined in the Record of Decision, prior to expenditure for other project costs.
- 3 TriMet agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement.

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GENERAL PROVISIONS

1. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership,

joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

Both Parties agree to in good faith enter into additional agreements as needed for the Project, potentially to include: Formatted: Bullets and Numbering

- a. Engineering Services Agreement;
- b. Final Design and Construction Agreement;
- c. Right of Way Agreement;
- d. Continuing Control Agreement;
- e. South Precinct Agreement;
- f. Parking Agreement; and
- g. Maintenance Agreement.

| 2. This Agreement may be terminated at any time by mutual written consent of both Parties. Formatted: Bullets and Numbering

| 3. Milwaukie may terminate this Agreement upon 30 days written notice to TriMet, but only if TriMet has not received FTA approval of a Full Funding Grant Agreement for the Project by June 30, 2014. Formatted: Bullets and Numbering

| 4. The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party. Formatted: Bullets and Numbering

| 5. Milwaukie and TriMet are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are expressly described as intended beneficiaries of the terms of this Agreement. Formatted: Bullets and Numbering

| 6. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision. Formatted: Bullets and Numbering

| 7. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party. Formatted: Bullets and Numbering

8. This Agreement shall be construed according to the laws of the State of Oregon. TriMet and Milwaukie shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties. In the event mediation is unsuccessful, the Parties are free to pursue any legal remedies that may be available. Any litigation between Milwaukie and TriMet arising under this Agreement or out of work performed pursuant to this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

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9. If any clause, sentence, or portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

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10. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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11. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

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12. Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall hold harmless, indemnify and defend the other and its directors, officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.

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13. All routine correspondence and communication regarding this Agreement shall be between the following representatives of the Parties:

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TriMet: David Unsworth
TriMet Project Planning

710 NE Holladay Street
Portland, OR 97232
Telephone: (503) 962-2147
Facsimile: (503) 962-2281

With copy to: TriMet Legal Department
710 NE Holladay Street
Portland, OR 97232
Attn: Lance Erz
Telephone: (503) 962-2108
Facsimile: (503) 962-2299

City of Milwaukie: Kenny Asher
Director of Community Development and Public Works
City of Milwaukie
6101 SE Johnson Creek Boulevard
Milwaukie, OR 97206
Tel 503-786-7654
Fax 503-774-8236

15. Either Party may change the foregoing notice address by giving prior written notice thereof to the other Party at its notice address.

16. Each party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a party represents that it has been authorized by that party to execute and deliver this Agreement.

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON**

By _____
Fred Hansen, General Manager

Date _____

APPROVED AS FORM

By _____
Lance Erz, TriMet Legal Department

Date _____

CITY OF MILWAUKIE

By _____
James Bernard, Mayor

Date _____

APPROVED AS FORM

By _____
Milwaukie City Attorney

Date _____



Interoffice Memorandum

To: City Council

From: Alex Campbell, Resource and Economic Development Specialist
Kenny Asher, Community Development and Public Works Director

CC: Mike Swanson, City Manager
Ignacio Palacios, Finance Director

Date: November 24, 2008

Re: Economic and Community Development Opinion regarding Milwaukie's
Proposed \$5 Million Financial Contribution to the Portland-Milwaukie Light Rail
Project

Members of City Council recently questioned the appropriateness of a City of Milwaukie contribution of \$5 million to the estimated \$1.4 billion Portland-Milwaukie Light Rail Transit (LRT) project cost. This contribution, though less than .05 percent of the total estimated project cost, is nevertheless a significant financial undertaking for the City of Milwaukie.

To provide Council with a framework for considering this expenditure, Milwaukie's Economic Development staff has reviewed existing research about the benefits of light rail to local communities, weighed the investment against expected financial and non-financial returns, and reviewed past local jurisdiction contributions to other light rail projects.

This memo summarizes why the City's Community and Economic Development staff believe a \$5 million expenditure on light rail will improve Milwaukie's economic prosperity, its ability to attract new investment, and why, in the end, staff views it as a wise expenditure of funds.¹

¹ This memo assumes that the light rail project is well designed to integrate within the community and takes into account safety, security and livability features which are essential for a successful project. Staff recognizes that the benefits described in this memo are not automatic and in fact are greatly dependent on the quality of the project design. For the purpose of this analysis, such quality has been presumed.

Such a conclusion requires criteria to measure the appropriateness of this relatively large investment of local funds. Staff has identified five such criteria suitable for City purposes.²

1. Fulfillment of local and regional land use and economic development visions
2. Benefits to the larger region, in which Milwaukie shares
3. Financial benefits to Milwaukie residents and taxpayers
4. Appropriateness of making a local contribution to a large, regional, federally-funded project
5. Return on the City's investment

Project benefits can be evaluated against these five criteria to reasonably determine the effectiveness or wisdom of the City's investment in the Project.

1. Fulfillment of Local and Regional Land Use and Economic Development Visions

One of local government's most important roles is to help guide and shape development through planning and public infrastructure investment. Although light rail was not a stated element of the Downtown Framework Plan, staff has two reasons for believing it is consistent with, and important to, achieving the vision described in that Plan: First, the vision is multi-modal, insofar as the new development allowed cannot occur if every new resident, employee or shopper drives to and from Milwaukie. There simply wouldn't be enough room for all that parking, nor would the community tolerate the ensuing congestion, air pollution and desired building heights³. Secondly, fulfillment of the vision will require significant new investment in the form of new buildings, streetscapes and public spaces that together create a vibrant, pedestrian-friendly, mixed-use environment. Such an environment will not occur without the urban amenities that attract large numbers of new businesses and residents to a small area. High on the list of urban amenities is convenient access to locations outside one's city limits.

It is difficult to imagine any single investment (public or private) that can more dramatically help make Milwaukie's vision a reality than light rail. This is not because other investments aren't immensely important -- parks, retail, jobs, and housing are all essential also, but only light rail can guarantee that downtown Milwaukie will never be more than a 60 minute trip from the rest of the Portland region. Light rail will, increasingly over time as the region grows, keep downtown Milwaukie functionally closer to the airport, job centers, employers, universities, cultural events, shopping destinations and entertainment venues as compared to non-MAX served cities. Many of these destinations are located in downtown Portland, which will be less than 30 minutes by MAX from downtown Milwaukie. Over time, communities without light rail will find

² Were this an analysis of a \$5 million private equity investment, staff would recommend a different set of criteria

³ Land that is set aside for parking is land that cannot be built on. As building footprints are reduced by the need for larger parking lots, a commensurate increase in height is required to achieve the same density that could have been achieved at a lower height with a larger footprint,

themselves at a competitive disadvantage against communities that can offer this convenience.

Downtown Milwaukie has assets of its own, of course, and another tenet of the Downtown Plan is to preserve and build on the strengths of downtown. If the City wishes to retain Dark Horse, ODS and other major downtown employers, to assist them in their expansions, and to attract new businesses, then Milwaukie should be interested in investments that enable convenience and travel options for employees.

If Milwaukie were to reject this forward-looking investment in light rail -- one that would help fix its position on a regional transit system that is growing in importance, it would be isolating itself and quite possibly selecting a future in which the new investments envisioned in the Downtown Plan become far more difficult to attract.

As the economist Jerry Johnson recently told city council, left to its own, current and foreseeable market dynamics do not justify the type and quality of the investment envisioned in the Downtown Plan. As Mr. Johnson explained, Milwaukie occupies a somewhat precarious place within the regional competition for investment. On the one hand, the City has tremendous assets, including the Riverfront and proximity to downtown Portland. However, the City also faces the same challenges as inner-ring suburbs around the country, since inner ring suburbs in the Portland region and nationally are falling further behind outer ring suburbs, even as many inner city/major metro downtowns have seen rebounds and new investments.⁴

The construction of light rail, however, would significantly alter that calculus. First, it would be a very clear and strong signal to the region and the development community that the City government is committed to following through on its vision for a more urban downtown environment. Second, it would increase the attractiveness (and value) of new residential development. Higher value development allows for higher quality construction, structured parking (instead of surface), enhanced streetscapes, more successful retailers and as a consequence of all the above, higher assessed values, increased property tax receipts, and a higher level of municipal service for Milwaukians.

2. Benefits to the larger region, in which Milwaukie shares

Staff is aware that there are Milwaukie residents who are reluctant to accept, let alone embrace, the larger vision that has been adopted for regional growth and development. However, several regional considerations, relevant to Milwaukie's decision of whether to support the expansion of the regional light rail system, should not be ignored.

In an effort to reduce sprawl, protect farm and forest land, and improve air and water quality, the region committed more than a decade ago to focus job and housing growth in centers (i.e. central city, regional centers and town centers) and to connect those centers with high capacity transit. The regional transit system is more than the sum of its parts;

⁴ Lee and Leigh, "Intrametropolitan Spatial Differentiation and Decline of Inner-Ring Suburbs, A Comparison of Four U.S. Metropolitan Areas," *Journal of Planning Education and Research* 27 (2007).

each additional leg makes the system a stronger and more attractive alternative to the auto trip. To the extent that Milwaukie is interested in seeing a well-functioning regional transit system that contributes to regional goals (and Milwaukie should be more interested than most, given its geographic centrality and susceptibility to regional through-traffic) the City ought to support the continued improvement of the system.

Further, all of the regions' cities stand to benefit when the region improves its economic standing. The Portland-Milwaukie light rail project would bring a very substantial influx of federal and state dollars into the Portland region, matching local/regional funds roughly 3:1. These dollars represent income associated with new construction jobs, income from jobs created in industries that supply goods and services to construction firms, and additional jobs created due to the additional spending made possible by the new jobs. The SDEIS estimates a regional income boost of over \$400 million due to these multiplier effects. Again, this boost to the regional economy would positively impact Milwaukie and Milwaukie-based businesses. Joe Cortright recently authored a study for "CEO's for Cities" in which he documented the regional economic benefits that accrue to the Portland area from transportation cost reductions and time-savings.⁵ Again, to the extent that Milwaukie's economic success is tied to the region's (and it is inextricably linked, like it or not), it is in the City's interest to support this kind of investment.

The regional plan for accommodating population growth is also dependent on continued improvements to fixed-rail transit. To the extent Milwaukie's residents value the larger land use patterns that have reduced the amount of sprawl in the region (at least relative to other comparable metropolitan regions), the City must again support light rail.

Finally, if Milwaukie supports state and regional efforts to reduce carbon emissions in the hopes of ameliorating global warming, the City must do its part to support investments in transit and centers, since this strategy is the region's chosen strategy for reducing sprawl and its associated long distance drive trips and resultant carbon emissions.

3. Financial benefits to Milwaukie residents and taxpayers

The City strives to improve the quality of life for local residents, help protect and strengthen the financial health of homeowners and other investors in the City, and, ultimately, preserve and strengthen those elements that make Milwaukie a wonderful place to live and work. Staff believes that light rail is a good investment for the City on these grounds as well.

A multitude of studies have found that light rail often increases property values of nearby residential properties. The effect has been estimated between a few percent and as much as 25%. And the positive effect has been found to be statistically significant over a mile from the nearest station. This is a very real benefit to thousands of Milwaukie homeowners who hold significant equity in their homes.

⁵ Portland's Green Dividend, A White Paper from CEOs for Cities by Joe Cortright, July, 2007, available at: <http://www.ceosforcities.org/internal/files/PGD%20FINAL.pdf>.

Another economic benefit of light rail is the ride itself. The SDEIS modeling predicts thousands of Milwaukians using light rail from the Lake Road station every workday, each of whom would be saving between 5 and 45 minutes per day (to downtown Portland destinations). In travel time alone, this implies literally millions of dollars worth of time saved per year for Milwaukians, who would also realize significant savings from reduced out-of-pocket transportation costs. One study of expenditures patterns (conducted in 2000, i.e., before the recent dramatic increases in gas prices) found that households in areas with better public transit access spent, on average, a thousand dollars a year less than their counterparts in regions with poor transit opportunities.⁶ Staff believes the potential benefit available to Milwaukie residents could be valued, very conservatively, at hundreds of thousands of dollars per year in the aggregate. (For instance, if just five hundred Milwaukie families were able to reduce their family transportation expenditures by a thousand dollars a year because of light rail, that would translate to \$500,000 saved in a single year.)

4. Appropriateness of making a local contribution to a large, regional, federally-funded project

Local jurisdictions have made financial contributions to all six of the major regional transit projects (Banfield LRT, Westside LRT, Airport LRT, Interstate LRT, Westside Commuter Rail, and South Corridor Mall/I-205).

However over time, as total project construction costs have increased, the share carried by the locals has grown as the federal share has declined. For instance, the federal share on the Banfield light rail project was 83%, while the federal share on the Portland-Milwaukie light rail is likely to be 60% or less. The net effect has been more than a doubling of the proportion shouldered by the state and the region (from 17% to 40%).

The City of Portland has contributed significant proportions to the more recent projects in Portland, including \$23 million, or 18% of the total project cost for the Airport light rail project, and \$30 million, or 9% of the total project cost for the Interstate line. Washington County contributed roughly 7% of the Westside commuter rail line cost, scheduled to open later this year.

South Corridor Phase 1 (the I-205/Mall project), currently under construction, is the most similar to the proposed Portland-Milwaukie LRT project in terms of the federal financing environment. The project was funded 60% by the FTA and 20% from state and regional sources. Roughly 20% of total costs are being covered by the local jurisdictions, including nearly \$40 million from Clackamas County and nearly \$70 million from the City of Portland and PDC.

5. Return on the City's Investment

⁶ Surface Transportation Policy Project and Center for Neighborhood Technology, 2000.

A return on investment (ROI) analysis is not entirely straightforward when calculated on an investment of public funds, principally because public funds are not invested simply to make a profit. Public investments are made to realize a range of “returns,” (financial and non-financial) for both the public entity and the public whose funds are being invested. In addition to the value of fiscal responsibility, most would accept that it is the responsibility of government to invest in projects that raise citizens’ quality of life, protect the environment, and provide opportunities for education and economic advancement. Based on this list of possible returns, staff believes that the benefits from the Project easily justify a \$5 million contribution from the City. Light rail reduces vehicle miles travelled (which is a primary contributor to greenhouse gas emissions and climate change), reduces transportation costs for users, ensures tens of thousands of jobs will remain within an easy commute time for Milwaukians, and provides transportation to universities for people who cannot or will not drive. As mentioned already, light rail also tends to raise property values near stations, which should directly raise the living standard for some Milwaukians, and should indirectly enhance livability for many more as new services, jobs and recreational opportunities follow light rail to downtown Milwaukee.

However, even if viewed through the narrow lens of direct financial returns to the City government itself, staff believes the City will recapture its \$5 million within a respectable payback period.

Staff calculated new City property tax revenues that would be generated by development likely to be stimulated by the construction of light rail. Such projects include the Town Center project, redevelopment of the Milwaukee lumber site, and similar downtown redevelopments; probable expansion of Waverly Heights and redevelopment at the Pendleton property adjacent to the Tacoma Street station.⁷ (All of these projects are believed to be either less likely to occur, less likely to occur as quickly, or unlikely to occur at all, in the absence of light rail.)

Staff also assumed the presence of light rail would encourage 3-6 additional residential units to be developed per year in areas outside of the core of downtown due to the additional draw of light rail. Finally, staff assumed light rail would stimulate several rehabilitation projects at nearby multi-family housing complexes, such as those south of Lake Road and north of Monroe, as owners of those properties take steps to realize higher rents available with light rail nearby.⁸

⁷ Key redevelopment opportunities and private investment targets match the scenarios developed by Shields Oblatz Johnsen in a memo provided to the City in October 2005.

⁸ Staff assumptions may be somewhat aggressive on the likely schedule for major downtown redevelopment projects (completion of about one per year over a decade and a half), but are probably conservative on the spillover effect on reinvestment in nearby residential neighborhoods. The Murphy and McFarland sites were not included because staff feels they are likely outside the sphere of the direct influence of light rail. However, there is an argument to be made that these sites might support more intensive development with the presence of light rail. Similarly, staff did not include the Kellogg Wastewater treatment plant in the analysis because of the uncertainty of the schedule and the strong basis for redevelopment even absent light rail. But, again, such redevelopment could likely be more intensive (i.e. higher valuation) were it near a light rail station.

Staff then calculated the annual City tax revenues that would be realized from the new, light rail-related development and subtracted the tax revenue lost from property displacements necessary to construct the project. The net increase in property tax revenues would “break even” with the cost of a \$5 million contribution in this scenario sometime between years 15 and 20. (The analysis included both borrowing costs at WHAT PERCENT? over a 20-year bond repayment schedule, and a discount factor to convert future value streams to a “present value.”)⁹

From this very narrow economic viewpoint, the project has a payback schedule that would be somewhat marginal for a private equity investor, but returns excellent dividends over a longer time horizon, which is more appropriate for a long-term investor like a City. By year 26, the analysis suggests the City would have realized a 100% return on its investment, i.e., the net present value of the post-light rail property tax revenues over 26 years are more than Milwaukie’s original investment (plus interest paid). So, even without the additional non-monetary benefits described above, staff believes this is a solid return for public capital, based on the financial performance of the investment alone.

Conclusion

With these five criteria in mind, and given the very real benefits anticipated for Milwaukie residents and the City as a whole, Economic and Community Development staff feels that a \$5 million contribution is an excellent economic investment for the City. At less than one-half of one percent of total project cost, staff likens it to a venture in which Milwaukie is asked to add a half-penny to every 99 and a half cents that its partners are willing to invest. It is not hard to argue that the City of Milwaukie and its residents will enjoy at least one half a percent of all the benefits described in this memo. In fact, one would be hard-pressed to envision a project, particularly a transportation project, in which City dollars could go further toward helping Milwaukie realize its many community and economic development ambitions.

⁹ Add clarification footnote that other revenue to the city (utility fees, for example) are not included, making this even more conservative. AC, any other revenue streams worth noting?

ATTACHMENT 3

INTERGOVERNMENTAL AGREEMENT BETWEEN TRIMET AND THE CITY OF MILWAUKIE FOR ENGINEERING SERVICES FOR THE PORTLAND TO MILWAUKIE LIGHT RAIL PROJECT

This intergovernmental agreement (“Agreement”), dated _____, 2008, is made and entered into by and between the City of Milwaukie (“Milwaukie”) and the Tri-County Metropolitan Transportation District of Oregon (“TriMet”) (collectively the “Parties”).

RECITALS

1. TriMet and Milwaukie are authorized to enter into this Agreement with each other pursuant to the provisions of ORS 190.
2. TriMet owns and operates the public mass transit system serving the Portland, Oregon metropolitan region, which includes an existing light rail system composed of segments commonly known as the Eastside/Banfield, Westside/Hillsboro, Airport, and Interstate lines. TriMet also is currently constructing the South Corridor Light Rail Project, consisting of the I-205 Segment and the Portland Mall Segment.
3. TriMet and Milwaukie have a joint interest in serving Milwaukie, north Clackamas County and the Portland Metro region with high quality, convenient public transit.
4. TriMet plans and proposes to construct the Phase II South Corridor Light Rail Project from Portland to Milwaukie (“Project”). The Project will provide a reliable, high frequency transportation option for Milwaukie and Clackamas County commuters, and will benefit north Clackamas County and City of Milwaukie residents and workers by providing car-free linkages to multiple destinations in the TriMet system. The Project also offers Milwaukie a transportation investment that can help catalyze Milwaukie’s downtown revitalization as described in local and regional land use plans.
5. On May 9, 2008, the Federal Transit Administration (“FTA”) issued a Supplemental Draft Environmental Impact Statement (“SDEIS”) on the Project, in compliance with FTA and National Environmental Protection Act (“NEPA”) requirements.
6. On July 15, 2008, the Milwaukie City Council approved the Locally Preferred Alternative and on July 24, 2008 the Metro Council adopted the Locally Preferred Alternative (“LPA”) and the Land Use Final Order (“LUFO”) for the Project.
7. The Parties desire to work collaboratively on the design of the Project in the City of Milwaukie, and Milwaukie is prepared to assign staff to the Project as necessary to

oversee coordination and facilitation of the City's various roles in the design, permitting and construction of the Project. However, the Parties recognize that Milwaukie does not have the resources to dedicate staff to the Project at the optimal level of involvement. In order to facilitate sufficient involvement by Milwaukie staff, TriMet will fund one Milwaukie full time employee beginning with FTA approval of Preliminary Engineering ("PE") and ending with substantial completion of the construction of the Project.

8. On June 17, 2008, the Parties entered into a Memorandum of Understanding For Transit Improvements in Milwaukie from 2008-2018 ("MOU"). The MOU anticipated that TriMet would fund one Milwaukie full time employee beginning with FTA approval of Preliminary Engineering.

NOW, therefore, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

MILWAUKIE OBLIGATIONS

1. Upon notice from TriMet that it has received FTA approval to begin preliminary engineering for the Project, which is currently anticipated by approximately January 2009, Milwaukie shall hire a full time civil engineer ("FTE") who shall be dedicated to working full time on the Project on behalf of Milwaukie. The FTE shall be a City of Milwaukie employee, and shall assist the City of Milwaukie and TriMet in reviewing, designing, permitting and constructing the Project elements that will be built in Milwaukie. Tasks to be performed by the FTE may include, but not be limited to, the following:

Participate with Project staff and Design Team directly to provide City of Milwaukie perspective and timely design assistance and input to specific design studies.

Coordinate the comprehensive review and comment from City of Milwaukie staff on preliminary and final design plans;

Facilitate the issuance of construction permits within the City of Milwaukie;

Provide coordination and assistance in the preparation of required land use reviews; permit applications, environmental reviews and potential adjustments;

Provide coordination between City staff and Project staff on community, design and construction issues;

Assist the Project by developing a list, during preliminary engineering, of the permits or approvals necessary to complete the Project construction and installation, and with any permit/approval processes,

Assist the Project by assuring it meets Milwaukie Code and Building requirements, including design review standards and guidelines for the downtown station and park and ride (if needed).

Assist Milwaukie and TriMet in coordinating information related to private property impacts to Milwaukie property owners.

Participate with Milwaukie staff in providing the Milwaukie community appropriate opportunities to comment and influence the design of Milwaukie's station and park and ride (if needed).

Report to Milwaukie's Light Rail Project Manager, Planning Director, Engineering Director, Police Chief and Operations Director on a regular basis to ensure team-based problem-solving and interdepartmental coordination in the City.

Assist TriMet and Milwaukie in the drafting and review of additional agreements contemplated in the MOU, including but not limited to a Final Design and Construction Agreement and Security Operations Plan.

Contribute to the selection of, and participate in the resolution of, project mitigation measures, including those listed in the MOU.

Provide staff support to Milwaukie, and coordination with the Project in the City's pursuit and achievement of a Quiet Zone designation or equivalent from the Federal Railroad Association for the downtown Milwaukie portion of the alignment.

Assist Project staff in efforts to examine and execute on joint development opportunities such as those listed in the MOU.

2. Milwaukie shall dedicate 100 percent of FTE's time to the Project from the beginning of PE through substantial completion of construction of the Project.

3. Milwaukie shall have hiring and firing authority over the position, and the FTE shall be subject to all City of Milwaukie personnel policies and procedures, including terms and conditions in applicable collective bargaining agreements between the City and AFSCME. Milwaukie shall provide supervision of the position and shall be solely responsible for conducting performance reviews and disciplinary actions if needed. Should the position need to be refilled during the term of this agreement, TriMet and Milwaukie will jointly recruit and interview for a replacement FTE, with Milwaukie to retain the authorities described in this paragraph.

TRIMET OBLIGATIONS

1. TriMet shall pay the amount of FTE's salary plus the standard City of Milwaukie employee benefits package from the start of PE through substantial completion of construction of the Project, expected to occur in the summer or fall of 2015. The FTE's yearly salary shall not exceed \$72,000 for the first year, plus benefits. In all other years, TriMet's payment will include FTE cost of living and/or merit increases as agreed to between the City and AFSCME in the applicable collective bargaining agreement. TriMet shall also reimburse the City of Milwaukie for up to \$34,000 for the cost of consultant assistance for design and engineering coordination during the 2008-2009 fiscal year. This work is necessitated by the concurrent Preliminary Engineering work for the Lake Road light rail station and the City of Milwaukie's South Downtown planning process. This consultant work will be focused on the Lake Road station area. TriMet's total payment to the City under this agreement shall not exceed \$1.0 million

2. The FTE will be paid per all terms and conditions of employment in effect at the City of Milwaukie, including terms of the City's collective bargaining agreement with AFSCME at the time of execution of this Agreement. The total estimated cost of this Agreement is based on the fringe benefits authorized at the time this Agreement is executed. Should terms of the collective bargaining agreement or policies regarding fringe benefits change during the course of this Agreement, the total amount of payment will be revised by amending this Agreement.

3. Payment from TriMet to the City of Milwaukie shall be made on a monthly basis. Within thirty (30) days of the receipt of an invoice, TriMet shall pay Milwaukie the amount due. In the event there is a dispute regarding the amount due, TriMet shall pay any undisputed amount in accordance with this Paragraph, and the Parties will work in good faith to resolve the dispute in an expeditious manner. Invoices shall contain the contract number, the date(s) services were furnished; and a brief description of the services furnished. All invoices shall be signed by FTE or another Milwaukie employee, certifying the hours worked and activities performed. Invoices shall be submitted to TriMet's Finance Department as follows:

TriMet Finance Department
Attn: Accounts Payable
4012 SE 17th Avenue
Portland, OR 97202

GENERAL PROVISIONS

1. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar

relationship, and each Party hereby specifically disclaims any such relationship.

2. Both Parties agree to in good faith enter into additional agreements as needed for the Project, potentially to include:
 - a. Funding Agreement;
 - b. Preliminary Engineering Agreement;
 - c. Final Design and Construction Agreement;
 - d. Right of Way Agreement;
 - e. Continuing Control Agreement;
 - f. South Precinct Agreement;
 - g. Parking Agreement;
 - h. Maintenance Agreement.
3. Unless terminated sooner by a method set forth in this Agreement, the Agreement shall terminate 30 days after the conclusion of substantial completion of construction the Project. The Agreement may be extended by the mutual written consent of both Parties.
4. This Agreement may be terminated at any time by the mutual written consent of both Parties.
5. Either Party may terminate this Agreement upon 30 days written notice to the other Party, but only if TriMet has not received FTA approval to enter into PE for the Project by December 31, 2009.
6. TriMet may terminate this Agreement upon 30 days written notice to Milwaukie if TriMet fails to obtain FTA approval to enter into Final Design.
7. Either Party may terminate this Agreement in the event of a material breach by the other Party, but only if the other Party fails to cure the breach within 15 days of receipt of written notice specifying the breach.
8. The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
9. Milwaukie and TriMet are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are expressly described as intended beneficiaries of the terms of this Agreement.

10. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
11. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.
12. This Agreement shall be construed according to the laws of the State of Oregon. TriMet and Milwaukie shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties. In the event mediation is unsuccessful, the Parties are free to pursue any legal remedies that may be available. Any litigation between Milwaukie and TriMet arising under this Agreement or out of work performed pursuant to this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
13. If any clause, sentence, or portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.
14. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
15. Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

16. Within the limits of the Oregon Constitution and the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall hold harmless, indemnify and defend the other and its directors, officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent acts or omissions of the indemnitor, its officers, employees, or agents.

17. All routine correspondence and communication regarding this Agreement shall be between the following representatives of the Parties:

TriMet: Leah Robbins
TriMet Project Planning
710 NE Holladay Street
Portland, OR 97232
Telephone: (503) 962-8838
Fax: (503) 962-2282

With copy to: TriMet Legal Department
710 NE Holladay Street
Portland, OR 97232
Attn: Lance Erz
Telephone: (503) 962-2108
Fax: (503) 962-2299

City of Milwaukie: Kenny Asher
Director of Community Development and Public Works
City of Milwaukie
6101 SE Johnson Creek Boulevard
Milwaukie, OR 97206
Telephone: (503) 786-7654
Fax: (503) 774-8236

18. Either Party may change the foregoing notice address by giving prior written notice thereof to the other Party at its notice address.

17. Each party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a party represents that it has been authorized by that party to execute and deliver this Agreement.

TRI-COUNTY METROPOLITAN CITY OF MILWAUKIE
TRANSPORTATION DISTRICT OF
OREGON By _____

By _____
Neil McFarlane, Executive Director

Date _____

APPROVED AS FORM

By _____
Lance Erz, TriMet Legal Department

Date _____

James Bernard, Mayor

Date _____

APPROVED AS FORM

By _____
Milwaukie City Attorney

Date _____

ATTACHMENT 4

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
AUTHORIZING EXECUTION OF TWO INTERGOVERNMENTAL AGREEMENTS
WITH TRIMET FOR PORTLAND-TO-MILWAUKIE LIGHT RAIL FUNDING AND
PROJECT PLANNING/ENGINEERING SERVICES**

WHEREAS, by Resolution 59-2008, the City of Milwaukie executed an Umbrella Agreement for Transit Improvements in Milwaukie 2008-2018 with TriMet; and

WHEREAS, the City of Milwaukie adopted an updated Locally Preferred Alternative (LPA) for the light rail project by Resolution 69-2008, which, with related actions taken by other governments, enables the project to enter Final Environmental Impact Statement and Preliminary Engineering phases; and

WHEREAS, parties to both the Umbrella Agreement and LPA decision anticipate a contribution of local funds from the City of Milwaukie to help meet the local share match portion of the light project finance plan; and

WHEREAS, TriMet, as Project sponsor, is seeking \$5 million from the City of Milwaukie as the City's contribution to the local share match; and

WHEREAS, the City recognizes the investment of \$5 million in the light rail project is expected to leverage the expenditure of significant public funds in Milwaukie, the investment of private capital in Milwaukie that would otherwise not materialize, and real savings in household transportation costs for Milwaukie citizens; and

WHEREAS, TriMet will apply Milwaukie's contributed funds to mitigation of the Projects' effects on residences and schools in the City as defined in the Record of Decision, prior to expending those funds on other project costs; and

WHEREAS, the City recognizes it is not adequately staffed to ensure the best possible light rail design and construction process for meeting the City's many interests in the Project; and

WHEREAS, TriMet concurs there is a staffing need at the City of Milwaukie and is prepared, under the direction of the Umbrella Agreement, to dedicate Project funding to the establishment of a Planning/Engineering position at the City of Milwaukie to assist both parties in achieving the most successful project; and

WHEREAS, the City and TriMet view the establishment of the Planning/Engineering position to be critical to the overall staffing plan for the Project and to be a risk mitigation factor for the Project;

NOW, THEREFORE, BE IT RESOLVED that the Council authorizes execution of a Light Rail Funding Intergovernmental Agreement with TriMet committing the City to a \$5 million contribution to the project; and

ATTACHMENT 4

BE IT FURTHER RESOLVED that the Council authorizes execution of a services intergovernmental agreement with TriMet for City of Milwaukie light rail planning and engineering services for the Portland-to-Milwaukie light rail project.

Introduced and adopted by the City Council on December 2, 2008.

This resolution is effective immediately.

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
Kenneth Asher, Community Development and Public Works Director

From: Paul Shirey, Operations Director
Ronelle Sears, Operations Supervisor

Subject: Proposed Amendment to Milwaukie Municipal Code Chapter
13.12.063 Fats, Oils and Grease (FOG)

Date: November 17, 2008 for December 2 Regular Session

Action Requested

Adopt amendment to Chapter 13.12.063 FOG control section of the Milwaukie Municipal Code (MMC) to incorporate by reference, Best Management Practices (BMP's) to limit the introduction of FOG (fats, oil and grease) into the municipal wastewater system.

History of Prior Actions and Discussions

September 2008: Adoption of Ordinance #1985 Amending Chapter 13.12.063 to provide for an exception process for businesses subject to FOG regulation; to clarify uses subject to regulation; and to amend penalties applicable to violations under this section of code.

September 2008: Discussion of proposed Ordinance #1985 Amending Chapter 13.12.063.

August 2008: Work session discussion of proposed FOG program amendments.

June 2008: Discussion following public comments made regarding FOG control ordinance.

July 2008: Adoption of Ordinance # 1972- amending Title 13- Public Services to create an inspection and enforcement program to control FOG.

Background

In July 2007, Council passed amendments to MMC 13.12.063 to create an inspection and enforcement program to help the City regulate food service establishments that contribute FOG to the municipal wastewater system. The purpose of FOG control is to protect a critical public asset and the taxpayer's investment in that wastewater system asset. FOG in the system adversely shortens the lifecycle of the pipe and contributes to higher maintenance cost due to clogging and pipe deterioration, and adds to treatment costs as well.

The City's Stormwater Department implemented the new FOG control program and worked with business owners over the following eleven months, achieving a high degree of compliance with the new regulations. 64 businesses were identified initially that met the definition of a food service provider. Of these, 21 already had some type of FOG control device installed at their business in the form of a trap or an interceptor. Those businesses were put on a recurring maintenance schedule and inspection program. 20 other businesses that produced FOG but did not have either a trap or interceptor were identified and were required to install them. 18 remaining food service facilities are still not in compliance; one is no longer in business and four have been removed from the enforcement list. The program has resulted in the installation of grease traps in many food service facilities that are major FOG producers. This includes Providence Milwaukie Hospital, and several full-service, dine-in restaurants, and several businesses have replaced faulty or outdated traps. The bottom line is that in a short time, the FOG program has substantially reduced FOG introduction into Milwaukie's wastewater collection system and the Kellogg Treatment Plant.

In June 2008, owners of four coffee shops and one restaurant in Milwaukie, subject by definition to FOG regulations, appeared at Council to make a case that FOG regulation should not apply to their businesses. The argument was based on the contention that coffee shops produce no or very little FOG and that the Ordinance was vague as to whether coffee shops were to be regulated or not. Staff was directed to come up with a measurable standard that could be applied to FOG producers.

Following several months of effort, staff returned to Council on September 2, 2008 with amendments to the FOG program. The amendments addressed clarifying code language to include coffee shops and to correct an error in the July 2007 code amendments pertaining to penalties and fines for non compliance. The amendments did not include language to address a measurable standard for FOG. Staff contended among other things that the variability in type and amount of FOG that might be generated by various commercial establishments would frustrate a "one size fits all" approach, that measuring FOG once it entered the wastewater system was subject to high levels of error and that there appeared to be no industry standard for how much

FOG was too much. City Council did not act on the proposed amendments and asked Staff to return on September 16.

At the September 16 meeting, Council adopted Ordinance #1985 to amend the FOG ordinance in several ways:

1. Provide a clearer definition of business uses subject to FOG regulation.
2. Provide a correction to the enforcement and penalties section of the chapter.
3. Provide a limited time for all businesses subject to FOG regulation to apply for an exception from the regulations.

Staff was further directed to return to Council with Best Management Practices (BMPs) for controlling FOG and to look for ways to address FOG generated by households in Milwaukie. Staff recommends the adoption of BMPs published by The Oregon Clean Water Association (ACWA) by reference in Chapter 13.12.063. This collection of BMPs was prepared by ACWA to help both wastewater agencies and food service providers reduce or eliminate the introduction of FOG into wastewater collection and treatment systems. The Oregon Association of Clean Water Agencies (ACWA) is comprised of 75 wastewater treatment and stormwater management agencies and associate members providing water quality services to Oregon's urban areas. The goals of ACWA's members are, among other things, to provide sewerage collection and treatment and to prevent or minimize discharges of toxic or harmful substances into treatment plants. Many of the BMPs for FOG address traps or interceptors that are installed between kitchen sinks and the sewer discharge line to capture FOG before it goes into the sewer system. Timely maintenance of these devices is critical to ensure they work properly. The balance of the BMPs address situations where there are no traps or interceptors. These include such things as dry wiping dishes and pans prior to washing, posting signage to discourage putting FOG down the drain, and training of kitchen staff to ensure that FOG is minimized.

To implement the amendment passed to the FOG ordinance on September 16, staff created a "FOG Exception Program" and a process that has as of this writing generated 20 applications for an exception. All food service establishments were notified immediately following adoption of Ordinance 1985 that they were eligible to apply for an exception even if they already had a grease trap. The deadline for this one-time-only process was November 1, 2008. The process includes an inspection of the facility and the preparation of findings on which to base a decision to grant an exception or not. The Community Development and Public Works Director has authority to approve or deny each application. Any applicant that disagrees with the decision has the right to appeal to the City Manager. At this stage ten applications have been processed and of those five exceptions have been granted and five denied. One appeal has been filed with the City Manager.

The criteria considered for each application includes the number of meals and drinks served per day (average), the hours of operation, the amount of seating and proportion of in-house food and beverages served, versus take-out, the awareness of best management practices to minimize FOG and evidence that staff is trained in BMPs, the types and amounts of FOG-producing items prepared and served and the amount of dishware, preparation and serving equipment that requires washing and cleaning.

In addition to the FOG Exception Program, staff has worked on ways to reduce the amount of FOG generated by households in the community. Two steps are being taken to 1) raise awareness of the FOG problem; and 2) give homeowners some tools to keep FOG out of the sink. A brochure published by the Water Environment Federation (Attachment 3), a clean water trade association, will be mailed out in billing statements to all households in the coming months. The Oregon Clean Water Association (ACWA) provides plastic lids free of charge to seal metal cans used to collect household FOG. The City will be distributing these to households throughout the city in the near future.

Concurrence

The City Attorney, Clackamas County Water Environment Services Department and the owners of some of Milwaukie's coffee shops concur with the action proposed.

Fiscal Impact

None

Work Load Impacts

None

Alternatives

Do not adopt proposed amendment to the FOG ordinance. Staff would continue to enforce the FOG program. No changes would be necessary but the inclusion of BMP's in the City's FOG ordinance lends more credibility to the program and provides a clear and consistent set of guidelines for the regulated community.

Attachments

1. Ordinance
2. Oregon Association of Clean Water Agencies Fats Oils and Grease Best Management Practices Manual Chapter 3 (pages 9-26)
3. Water Environment Federation Fat-Free Sewers Brochure

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING MILWAUKIE MUNICIPAL CODE CHAPTER 13.12.063, FAT, OIL AND GREASE CONTROL.

WHEREAS, the introduction of fat, oil and grease into the city’s sanitary sewer system requires costly maintenance and produces long-term adverse impacts on the collection and treatment systems; and

WHEREAS, amendments to Milwaukie Municipal Code Chapter 13.12 were adopted by City Council on September 16, 2008; and

WHEREAS, City Council directed that the staff prepare a further amendment to MMC Chapter 13.12 to adopt best management practices (BMPs) to control the introduction of Fat, Oil, and Grease (FOG) into the municipal sanitary sewer system.

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

Section 1. Section 13.12.063 C. Definitions, of the Milwaukie Municipal Code is amended to add the following:

“FOG Best management Practices” means practices undertaken at food service facilities proven effective to minimize the adverse impacts of the discharge of Fats, Oil and Grease into the municipal waste water systems and the environment.

Section 2. Section 13.12.063 of the Milwaukie Municipal Code is amended to add the following:

12.12.063 L. Best Management Practices. The application of best management practices that have been developed to minimize the adverse impacts of fats, oil and grease discharge is encouraged for all food service facilities and businesses in the city. The city suggests that food service facilities become familiar with and implement those practices published in Chapter 3 of the Oregon Association of Clean Water Agencies publication, “Fats, Oil and Grease Best Management Practices Manual.”

Read the first time on _____, and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Jim Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Schrader Ramis PC

Pat DuVal, City Recorder

City Attorney



Fats, Oil, and Grease

Best Management Practices Manual

Pollution Prevention and
Compliance Information for
Publicly-Owned Treatment Plants



Acknowledgements

The manual was produced by Brown and Caldwell for the Oregon Association of Clean Water Agencies. It was funded in part by the Oregon Department of Environmental Quality, through its Pollution Prevention Incentives for States grant awarded by the federal Environmental Protection Agency.

The authors gratefully acknowledge the input and review provided by the members of the Oregon Association of Clean Water Agencies Industrial Pretreatment Committee and the material contributed by the Unified Sewerage Agency of Washington County, Oregon and the City of Woodburn, Oregon.

The information in this manual can also be found at the Oregon Association of Clean Water Agencies website at: <http://www.oracwa.org>

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Fats, Oil, and Grease

Best Management Practices Manual



Chapter 1
Introduction 1



Chapter 2
Frequently Asked Questions
about Fats, Oil, and Grease..... 3



Chapter 3
Best Management Practices..... 9



Chapter 1 Introduction

Fats, oil and grease — also called FOG in the wastewater business — can have negative impacts on wastewater collection and treatment systems. Most wastewater collection system blockages can be traced to FOG. Blockages in the wastewater collection system are serious, causing sewage spills, manhole overflows, or sewage backups in homes and businesses.

Two types of FOG pollutants are common to wastewater systems. Petroleum-based oil and grease (non-polar concentrations) occur at businesses using oil and grease, and can usually be identified and regulated by municipalities through local limits and associated pretreatment permit conditions. Animal and vegetable-based oil and grease (polar concentrations) are more difficult to regulate due to the large number of restaurants and fast-food outlets in every community.

This manual is written to provide municipal pretreatment staff — along with restaurant and fast food business managers and owners — with information about animal and vegetable-based oil and grease pollution prevention techniques focused on their businesses, effective in both reducing maintenance costs for business owners, and preventing oil and grease discharges to the sewer system.

Many of the nation's fast-food restaurant chains participate in FOG recycling programs. Ensuring that grease trap and grease interceptors are properly installed — and most importantly, properly maintained — is more difficult.



This manual focuses on proper maintenance of grease traps and interceptors, and includes inspection checklists for municipal pretreatment inspectors.

Manual contents include:

- Frequently Asked Questions About Fats, Oil, and Grease Best Management Practices (BMPs)
- Prohibitions Relating to Discharge of Fats, Oil, and Grease
- Grease Trap and Interceptor Maintenance
- Fats, Oil, and Grease Haulers and Recyclers
- How Grease Traps and Interceptors Work
- Compliance Inspection and Installation Checklists

Knowledgeable municipal pretreatment staff, working with business owners, can effectively prevent oil and grease buildup, and associated problems, for both the sewerage agency and the restaurant owner.



Chapter 2

Frequently Asked Questions about Fats, Oil and Grease

Page 59

Is grease a problem?

In the sewage collection and treatment business, the answer is an emphatic YES! Grease is singled out for special attention because of its poor solubility in water and its tendency to separate from the liquid solution.

Large amounts of oil and grease in the wastewater cause trouble in the collection system pipes. It decreases pipe capacity and, therefore, requires that piping systems be cleaned more often and/or some piping to be replaced sooner than otherwise expected. Oil and grease also hamper effective treatment at the wastewater treatment plant.

Grease in a warm liquid may not appear harmful. But, as the liquid cools, the grease or fat congeals and causes nauseous mats on the surface of settling tanks, digesters, and the interior of pipes and other surfaces which may cause a shutdown of wastewater treatment units.

The information in this chapter is courtesy of the Unified Sewerage Agency of Washington County.



Problems caused by wastes from restaurants and other grease-producing establishments have served as the basis for ordinances and regulations governing the discharge of grease materials to the sanitary sewer system. This type of waste has forced the requirement of the installation of preliminary treatment facilities, commonly known as grease traps or interceptors.

What is a grease trap and how does it work?

A trap is a small reservoir built into the wastewater piping a short distance from the grease producing area. Baffles in the reservoir retain the wastewater long enough for the grease to congeal and rise to the surface. The grease can then be removed and disposed properly. See *How Grease Traps and Interceptors Work* for a description of how the various components of a grease trap function.

What is a grease interceptor?

An interceptor is a vault with a minimum capacity of between 500 and 750 gallons that is located on the exterior of the building. The vault includes a minimum of two compartments, and flow between each compartment is through a 90° fitting designed for grease retention. The capacity of the interceptor provides adequate residence time so that the wastewater has time to cool, allowing any remaining grease not collected by the traps time to congeal and rise to the surface where it accumulates until the interceptor is cleaned. See *How Grease Traps and Interceptors Work* for a description of how the various components of a grease interceptor function.

How do I clean my grease trap?

Refer to *Maintenance of Grease Traps and Interceptors*.



Can you recommend a grease interceptor maintenance schedule?

All grease interceptors should be cleaned at least twice each year. Some establishments will find it necessary to clean their traps more often than twice per month. If the establishment is having to clean it too often, the owner should consider installing a larger trap or interceptor.

Do I have a grease trap?

If the establishment is uncertain whether it has a grease trap, the owner should contact the local sewer agency for the community served.

Do I need a grease trap?

Any establishment that introduces grease or oil into the drainage and sewage system in quantities large enough to cause line blockages or hinder sewage treatment is required to install a grease trap or interceptor. Interceptors are usually required for high volume restaurants (full menu establishments operating 16 hrs/day and/or serving 500+ meals per day) and large commercial establishments such as hotels, hospitals, factories, or school kitchens. Grease traps are required for small volume (fast food or take-out restaurants with limited menus, minimum dishwashing, and/or minimal seating capacity) and medium volume (full menu establishments operating 8 to 16 hrs/day and/or serving 100 to 400 meals/day) establishments. Medium volume establishments may be required to install an interceptor depending upon the size of the establishment.

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Is the grease trap I have adequate?

The Uniform Plumbing Code (UPC) requires that no grease trap have a capacity less than 20 gallons per minute (gpm) or more than 55 gpm. The size of the trap depends upon the number of fixtures connected to it. The following table provides criteria for sizing grease traps:

Total number of fixtures connected	Required rate of flow, gpm	Grease retention capacity, lbs
1	20	40
2	25	50
3	35	70
4	50	100

The size will also depend largely upon the maintenance schedule. If a grease trap or interceptor is not maintained regularly it will not provide the necessary grease removal. The establishment should work out a specific cleaning schedule that is right for the establishment. All grease traps need to have the grease cleaned out periodically and no one likes to do the job. It is a dirty job. Running extremely hot water down the drain only moves the problem down stream. It does not go away. Catch the grease at the source! This is the most economical means to reduce all costs.

What if I don't install a grease trap?

If the establishment uses grease and oil in food preparation, it will eventually encounter a maintenance problem with a plugged building sewer line. The blockage can create a sewer backup situation and ultimately a potential health problem in the establishment. Someone will have to pay for removing the blockage. If the problem is in the building sewer line, then the establishment has direct responsibility for paying for the maintenance. If the



blockage or restriction is in the public sewer main and it can be proven that the establishment is the cause of the blockage, then the establishment may have to pay for the public sewer to be maintained. Blocking a sanitary sewer line is also a violation of the federal Clean Water Act.

Who determines if I need a grease trap or interceptor?

When waste pretreatment is required by the Administrative Authority, an approved grease trap or interceptor shall be installed according to the UPC. The rules of the Health Department and your municipal sanitary sewer agency will also assist the establishment in determining if a grease trap or interceptor is required. All administrative authorities prohibit the discharge of materials that can solidify and create blockages in the wastewater collection system or treatment plants. The Health Department makes periodic inspections to see that no health problems exist due to improperly maintained grease interceptors. These rules will be enforced if a problem exists.

How can I get in compliance?

The establishment should contact its local jurisdiction. The establishment will be asked to purchase a permit for the grease trap. This will enable the proper jurisdiction to assist the establishment in cleaning schedules and advise them of a problem showing up in the wastewater collection system. A grease interceptor permit is required regardless of whether the establishment has an existing trap or is installing a new one.



What are the criteria for inspecting grease traps?

All food service establishments suspected of causing problems to the collection system or treatment facilities will be inspected. Some agencies use the following criteria to inspect grease traps:

Percent of Trap Filled	Trap Condition
25	Good
25-50	Fair
>50	Poor

If the trap is in FAIR condition, the establishment should be advised to keep an eye on the maintenance schedule. The cleaning frequency may need to be increased. If the trap is in POOR condition, the establishment should be issued a compliance order to have it cleaned immediately. The establishment should then be required to contact the issuing authority within 30 days to verify that the grease interceptor has been properly cleaned.



Chapter 3 Best Management Practices

Fats, oil, and grease (FOG) can be managed effectively in the food service industry to minimize adverse impacts on municipal wastewater systems and the environment. Municipal pretreatment staff and food service industry workers have developed Best Management Practices (BMPs) that, when implemented, will minimize the adverse impacts of FOG. This chapter summarizes these BMPs, and other important information, including the reason for BMPs, the benefit of BMPs to the food service industry, and inspection tips for municipal pretreatment staff to determine if the BMPs are being implemented.



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Train kitchen staff

BMP

Train kitchen staff and other employees about how they can help ensure BMPs are implemented.

Reason For

People are more willing to support an effort if they understand the basis for it.

Benefit to food service establishment

All of the subsequent benefits of BMPs will have a better chance of being implemented.

Pretreatment inspection tips

Talk to the establishment manager about the training program that he/she has implemented.



Post "No Grease" signs

BMP	Post "No Grease" signs above sinks and on the front of dishwashers.
Reason For	Signs serves as a constant reminder for staff working in kitchens.
Benefit to food service establishment	These reminders will help minimize grease discharge to the traps and interceptors and reduce the cost of cleaning and disposal.
Pretreatment inspection tips	Check appropriate locations for "No Grease" signs.



Use water temperatures less than 140° F

BMP	Use water temperatures less than 140° F in all sinks, especially the pre-rinse sink before the mechanical dishwasher.
Reason For	The mechanical dishwasher requires a minimum temperature of 160° F, but the Uniform Plumbing Code (UPC) prohibits discharging the dishwasher to grease traps. Temperatures in excess of 140° F will dissolve grease, but the grease can re-congeal or solidify in the sanitary sewer system as the water cools.
Benefit to food service establishment	The food service establishment will reduce its costs for the energy – gas or electric – for heating the water.
Pretreatment inspection tips	Check boiler or hot water heater discharge temperature. Measure the temperature of the hot water being discharged from the closest sink.



Use a three-sink dishwashing system

BMP

Use a three-sink dishwashing system, which includes sinks for washing, rinsing, and sanitizing in a 50 to 100 ppm bleach solution. Water temperatures are less than 140° F.

Reason For

The three-sink system uses water temperatures less than 140° F where a mechanical dishwasher requires a minimum temperature of 160° F.

Note: The UPC prohibits the discharge of dishwasher water to grease traps.

Benefit to food service establishment

The food service establishment will reduce its costs for the energy – gas or electric – for heating the water for the mechanical dishwasher and for operating the dishwasher.

Pretreatment inspection tips

Measure the temperature of the hot water at the three-sink system.



Recycle waste cooking oil

BMP

Recycle waste cooking oil.

Reason For

There are many waste oil recyclers throughout Oregon. This is a cost recovery opportunity.

Benefit to food service establishment

The food service establishment will be paid for the waste material and will reduce the amount of garbage it must pay to have hauled away.

Pretreatment inspection tips

Obtain the name of the recycler used.

Review recycling records.

Confirm records with the recycler.

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"Dry wipe" pots, pans, and dishware prior to dishwashing

BMP

"Dry wipe" pots, pans, and dishware prior to dishwashing.

Reason For

The grease and food that remains in pots, pans, and dishware will likely go to the landfill. By "dry wiping" and disposing in garbage receptacles, the material will not be sent to the grease traps and interceptors.

Benefit to food service establishment

This will reduce the amount of material going to grease traps and interceptors, which will require less frequent cleaning, reducing maintenance costs.

Pretreatment inspection tips

Observe dishwashing practices.



Dispose of food waste by recycling and/or solid waste removal

BMP

Dispose of food waste by recycling and/or solid waste removal.

Reason For

Some recyclers will take food waste for animal feed. In the absence of such recyclers, the food waste can be disposed as solid waste in landfills by solid waste haulers.

Benefit to food service establishment

Recycling food wastes will reduce the cost of solid waste disposal.

Solid waste disposal of food waste will reduce the frequency and cost of grease trap and interceptor cleaning.

Pretreatment inspection tips

Inspect grease traps and interceptors for food waste accumulation.

Confirm the recycler or solid waste removal company with the establishment manager.



Witness all grease trap or interceptor cleaning and maintenance

BMP

Witness all grease trap or interceptor cleaning and maintenance activities to ensure that the device is properly operating.

Reason For

Grease trap/interceptor haulers and recyclers may take shortcuts. If the establishment manager inspects the cleaning operation and ensures it is consistent with the procedures in *Grease Trap and Interceptor Maintenance* they are more assured of getting full value for their money.

Benefit to food service establishment

The establishment will ensure it is getting value for the cost of cleaning the grease trap or interceptor. Otherwise the establishment may be paying for cleaning more often than necessary.

Pretreatment inspection tips

None.



Clean undersink grease traps weekly

BMP

Clean undersink grease traps weekly.

If grease traps are more than 50 percent full when cleaned weekly, the cleaning frequency needs to be increased.

Reason For

Undersink grease traps have less volume than grease interceptors.

Weekly cleaning of undersink grease traps by the establishment's own maintenance staff will reduce the cost of cleaning the grease interceptor.

If the establishment does not have a grease interceptor, the undersink grease trap is the only means of preventing grease from entering the sanitary sewer system. If the grease trap is not providing adequate protection, the local sewer agency may require installation of a grease interceptor.

Benefit to food service establishment

This will extend the length of the cleaning cycle for grease interceptors that the establishment maintains.

Pretreatment inspection tips

Visually inspect the contents of the undersink grease trap.

Inspect cleaning records.



Clean grease interceptors routinely

BMP

Clean grease interceptors routinely.

Reason For

Grease interceptors must be cleaned routinely to ensure that grease accumulation does not cause the interceptor to operate poorly.

The cleaning frequency is a function of the type of establishment, the size of the interceptor, and the volume of flow discharged by the establishment.

Benefit to food service establishment

Routine cleaning will prevent plugging of the sewer line between the food service establishment and the sanitary sewer system. If the line plugs, the sewer line may back up into the establishment, and the business will need to hire someone to unplug it.

Pretreatment inspection tips

Interceptor should have no more than 1/3 the depth as grease, AND

Interceptor should have no more than 1/4 the depth as sediment, AND

No more than 25 percent of the depth should be a combination of grease (top) and sediment (bottom).



Keep a maintenance log

BMP

Keep a maintenance log.

Reason For

The maintenance log serves as a record of the frequency and volume of cleaning the interceptor. It is required by the pretreatment program to ensure that grease trap/interceptor maintenance is performed on a regular basis.

Benefit to food service establishment

The maintenance log serves as a record of cleaning frequency and can help the establishment manager optimize cleaning frequency to reduce cost.

Pretreatment inspection tips

Inspect maintenance log.

Provide the establishment with a sample maintenance log if it does not have one.

Confirm the maintenance log with the grease hauler identified.



Cover outdoor grease and oil storage containers

BMP

Cover outdoor grease and oil storage containers.

Some local jurisdictions will have BMPs in place for stormwater also.

Reason For

Uncovered grease and oil storage containers can collect rainwater. Since grease and oil float, the rainwater can cause an overflow onto the ground. Such an overflow will eventually reach the stormwater system and nearby streams.

Benefit to food service establishment

The discharge of grease and oil to the storm drain system will degrade the water quality of receiving streams by adding biological and chemical oxygen demand to the stream.

Discharge of grease and oil to the storm drain might also result in legal penalties or fines.

Pretreatment inspection tips

Observe storage area for signs of oil and grease.

Inspect containers for covers.

Remove covers to ensure containers have not overflowed and do not have excess water.



Locate grease dumpsters and storage containers away from storm drain catch basins

BMP

Locate grease dumpsters and storage containers away from storm drain catch basins.

Reason For

The farther away from the catch basin, the more time someone has to clean up spills or drainage prior to entering the storm drain system.

Be aware of oil and grease dripped on the ground while carrying waste to the dumpster, as well as oil and grease that may "ooze" from the dumpster.

Benefit to food service establishment

The discharge of grease and oil to the storm drain system will degrade the water quality of receiving streams by adding biological and chemical oxygen demand to the stream.

Discharge of grease and oil to the storm drain might also result in legal penalties or fines.

Pretreatment inspection tips

Observe storage area for signs of oil and grease.

Inspect the closest catch basin for signs of accumulated grease and oil.



Use absorbent pads or other material in storm drain catch basins

BMP

Use absorbent pads or other material in the storm drain catch basins if grease dumpsters and containers must be located nearby.

Do not use free flowing absorbent materials such as "kitty litter" or sawdust.

Reason For

Absorbent pads and other materials can serve as an effective barrier to grease and oil entering the storm drain system.

Benefit to food service establishment

The discharge of grease and oil to the storm drain system will degrade the water quality of receiving streams by adding biological and chemical oxygen demand to the stream.

Discharge of grease and oil to the storm drain might also result in legal penalties or fines.

Pretreatment inspection tips

Check the nearest catch basin and drainage paths for signs of grease and oil.

Require absorbent pads if the basin is within 20 feet of grease dumpsters or containers, or if there are signs of grease in the catch basin at any distance.

Do not permit the use of free flowing absorbent material such as "kitty litter."



Use absorbent pads or other material to clean up spilled material

BMP

Use absorbent pads or other material to clean up spilled material around outdoor equipment, containers or dumpsters.

Do not use free flowing absorbent materials such as "kitty litter" or sawdust that can be discharged to the storm drain system.

Reason For

Absorbent pads or materials can help clean up grease and oil that is spilled on the ground and prevent it from flowing to the storm drain system.

Benefit to food service establishment

The discharge of grease and oil to the storm drain system will degrade the water quality of receiving streams by adding biological and chemical oxygen demand to the stream.

Discharge of grease and oil to the storm drain might also result in legal penalties or fines.

Pretreatment inspection tips

If grease and oil are observed on the ground in the storage area, recommend the use of absorbents to minimize movement of the grease and oil.

Do not permit the use of free flowing absorbent material such as "kitty litter."



Routinely clean kitchen exhaust system filters

BMP

Routinely clean kitchen exhaust system filters.

Reason For

If grease and oil escape through the kitchen exhaust system, it can accumulate on the roof of the establishment and eventually enter the storm drain system when it rains.

Benefit to food service establishment

The discharge of grease and oil to the storm drain system will degrade the water quality of receiving streams by adding biological and chemical oxygen demand to the stream.

Discharge of grease and oil to the storm drain might also result in legal penalties or fines.

Pretreatment inspection tips

Inspect roof (if safely accessible) for signs of oil and grease.

Require a maintenance schedule and records for cleaning exhaust filters. Cleaning is usually by washing, which will discharge the grease to the interceptor where it can be controlled.

**Fats, Oils, and Greases
aren't just bad for
arteries and waistlines;
they're bad for sewers, too.**

**Sewer overflows and backups
can cause health hazards,
damage home interiors, and
threaten the environment.**

**An increasingly common
cause of overflows is sewer
pipes blocked by grease.**

**Grease gets into the sewer
from household drains as well
as from poorly maintained
grease traps in restaurants
and other businesses.**

For additional copies of this bill stuffer, call 1-800-666-0206,
or visit <http://www.wef.org>.



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10/06

Fat-Free Sewers

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**How to Prevent
Fats, Oils, and
Greases from
Damaging Your
Home and
the Environment**

Helping to prevent sewer overflows and backups is easy.

Where does the grease come from?

A byproduct of cooking, grease comes from meat fats, lard, oil, shortening, butter, margarine, food scraps, baking goods, sauces, and dairy products. When washed down the sink, grease sticks to the insides of sewer pipes (both on your property and in the streets). Over time, it can build up and block the entire pipe.

Caution: Home garbage disposals do not keep grease out of the plumbing system. Products, such as detergents, that claim to dissolve grease may pass it down the line and cause problems elsewhere.

The results can be:

- Raw sewage overflowing in your home or your neighbor's home;
- An expensive and unpleasant cleanup that often must be paid for by **you, the home or business owner**;
- Raw sewage overflowing into parks, yards, and streets;
- Potential contact with disease-causing organisms; and
- An increase in operation and maintenance costs for local sewer departments, which causes higher sewer bills for customers.

What you can do to help:

Help prevent sewer overflows by:

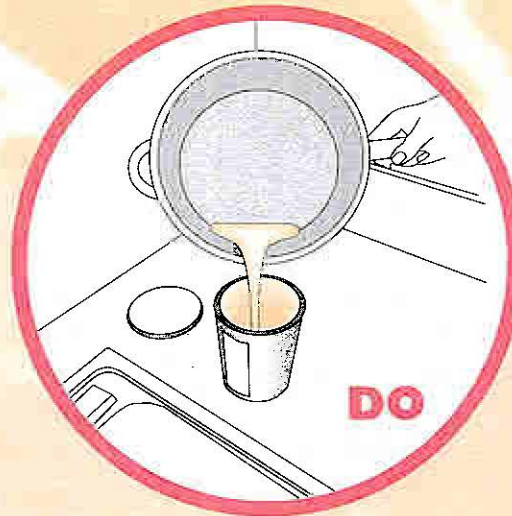
- Never pouring grease down sink drains or into toilets;
- Scraping grease and food scraps into a can or the trash for disposal (or recycling where available);
- Putting baskets/strainers in sink drains to catch food scraps and other solids, and emptying them into the trash; and
- Speaking with your friends and neighbors about how to keep grease out of sewers.

What restaurant and building owners need to know about grease traps or interceptors:

For a grease trap or interceptor to work correctly, it must be properly:

- Designed (sized and manufactured to handle the amount that is expected);
- Installed (level, vented, etc.); and
- Maintained (cleaned and serviced on a frequent basis).

Solids should never be put into grease traps or interceptors. Routine, often daily, maintenance of grease traps and interceptors is necessary.



7. INFORMATION

North Clackamas Parks and Recreation District
MILWAUKIE CENTER/COMMUNITY ADVISORY BOARD
Minutes of Oct 10, 2008

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

STAFF PRESENT: Joan Young, Donna Lugibihl, Rose Hunt

GUESTS: Mark Pinder

CALL TO ORDER: Joan S. called the meeting to order at 9:30 am. Chuck made a motion to accept the minutes as printed and Molly seconded the motion. The minutes were approved unanimously.

CORRESPONDENCE: None

REPORT – Facility Use

Rose Hunt, Facility Use Coordinator for the Milwaukie Center, Sara Hite Memorial Rose Garden and N. Clackamas Park, gave a thorough report of the usage and concerns associated with renting these areas. A handout was given to the board outlining the annual rentals, critique cards, rental revenue, internal events and classes offered for the past several years. Rose noted that the rental revenues this year have gone down because of the poor economy. She also mentioned she's started sending critique cards postage paid and that has encouraged people to return the cards with their comments. About 80% of the cards returned say that they would use the Center again. Class offerings has increased from 126 in '03-'04 to 149 in '07-'08. Finding room for all that goes on at the Center is a challenge.

Some of the issues Rose faces are having close, available parking, access to picnic areas (especially Area C) for people bringing in food and beverages and alcohol use and security deposits. One idea to transfer items out to the picnic area is to have a big wheeled cart available for use. The only issue would be how to make sure it returns and to keep it secure.

Rose noted that North Clackamas Parks and Recreation are hosting the National Softball Tournament from Mon, July 27-Sun, Aug 2. All reservations are suspended during this time.

Jane Hanno introduced Mark Pinder, who is the Principal at Milwaukie High School. Mark said that he's been attending neighbor groups and was interested in hearing what goes on at the Milwaukie Center. He also commented about the association with North Clackamas Parks & Rec in putting new turf on the athletic fields which has been a great improvement to the school.

BOARD/COMMITTEE REPORTS

NC DISTRICT ADVISORY BOARD MEETING

Eleanor reported on the Thursday evening meeting. There were 3 applicants vying for the two open positions on the Advisory Board. Michael Morrow, a reapplicant from Happy Valley, was approved on the spot. Rick Frank and Susan McCarty were also interviewed and it was decided to send Susan's name on to the Board of County Commissioners for approval. Michelle Healy spoke about Stringfield Family Park and reported that it was complete except for the picnic shelter. Work is continuing on the Trolley Trail and 162nd Street park. At the 162nd Street park, rock has been spread, sewer lines are in, paving and concessions are out for bid.

NC PARK STEWARDSHIP COMMITTEE

Joan Y reported that we still need a representative for this committee. Presently, they meet on the 4th Wednesday of the month from 4-6 pm. Anyone interested, contact Joan.

PROGRAM/SERVICES COMMITTEE

Katie reported that they met on Mon, Oct 6th. Abby mentioned there were changes in the foot clinic, senior law project and blood pressure clinics. The foot clinic has changed providers from Legacy VNA to Northwest Senior Management Services. The cost will be less and a portion of the fee will go to the Center for use of the room. The senior law project has extended its program from once a month to twice a month on the 1st and 3rd Tuesday. The blood pressure clinic will now be situated in the Rhododendron room for more visibility and will be held on the 1st Monday and 3rd Tuesday of the month when they have other programs going on.

Memory screening will take place on Tue, Nov 18, from 10 am-1 pm and volunteers are needed. There will also be a caregiving table set up on Wed, Nov 12, 10:30 am-1 pm.

Beth Meyer reported on new classes being offered Fall Term. They include: Printmaking, Art Literacy and Yoga. New classes being considered are: Nordic walking, Oregon History and Astronomy. The Keep on Trekkin' program had 76 sign ups and several people did the Fitness Assessment which was offered. There will be prizes offered for the best Halloween costumes on Oct. 31. In December it was decided to have two game days when people bring in their favorite games/cards to play at the Center. Beth announced that the Travel Program has planned their first overnight trip to Newport.

BUILDING REVIEW COMMITTEE

Ben Horner-Johnson reported they met on Thu, Oct 9, and it was discussed that during Maintenance Week, the sliding walls were cleaned and serviced, bathroom floors were cleaned, and the canopy was repaired and finished. Recently, there was a problem with the water heater flooding the kitchen and it had to be replaced. The old pole sign has been removed from the south parking lot. A new sign will replace it in the near future.

FRIENDS OF THE MILWAUKIE CENTER, INC.

Eleanor reported that the Lumberjack Breakfast was well attended and netted about \$1,800 which included sponsorships and tickets sold. The food was good and there was a lot of volunteer help.

Rosie Steenson has been hired in the Friends' office as a part time Resource Development Manager. Her job will be to build relationships and sponsorships with the business community.

GOVERNOR'S COMMISSION

Joan S reported on driving to Medford last month to see how programs are going there. The south part of the state's economy has been hard hit and there's little money for funding. A lot of hard work is going to need to be done. The people there were very friendly and welcoming.

CENTER REPORT

Joan reported about the "Farewell to Summer" BBQ that was held in September. About 180 people attended and enjoyed the good food and entertainment.

The Firewood Program is up and rolling. A big thanks goes to the Sunrise Rotary group for all their hard work in chopping and stacking wood for this program.

Only those people who live in the district and are either seniors or disabled are eligible for the wood.

Joan and other park staff attended the ORPA conference last month in Bend. There were many good seminars on topics related to such things as baby boomers, healthy aging and many more.

Larry, our maintenance specialist, is still having knee problems and has not yet been released for full duty. He's now working part time in the afternoon for desk duty only. Jason, a part time person, has been hired and is a great help to staff. Cheryl Nally, who is working on special projects, will be bringing to the Board in January findings on work done from the Vision Task Force. She is also heading up the Nutrition Task Force which has already met once and is moving forward. Joan went down to Salem for the grand opening of the newest senior center, Center 50+. The facility has 30,000 sq ft and is state of the art. They have partnership spaces that they rent out, which is a great source of income. She said it would be worthwhile for anyone to go down and take a look.

Joan said that the Friends will be hosting North Clackamas Chamber of Commerce's Business Connections at the Center on Fri, Oct 24, around 8 am. Board members are encouraged to come and meet one-on-one with other business people in the community.

Donna reported a big influx of calls relating to the Tai Chi classes. An article in the Oregonian triggered people's interest.

Joan reminded everyone of the North Clackamas Arts Guild Art sale this weekend and the upcoming "Best of the West" Bazaar next Friday and Saturday. She reported that the art sale had more paintings than ever and the Bazaar had sold 56 booths, so they would be extending the sale into the Camas/Dogwood rooms.

INFORMATION/ANNOUNCEMENTS

Eleanor reminded everyone that the North Clackamas Parks office will be moving in November up to the Oregon City location.

AGENDA FOR NEXT MEETING

Joan will not be here but Abby will be here to present the annual report.

ADJOURN –The board meeting was adjourned by Chair Joan Staley at 10:35 am.

Minutes prepared by: Donna Lugibihl

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

Programs/Services

Milwaukie Center fall term classes are in full swing with more than 500 people registered in forty-six class offerings, varying from art to dance to fitness to language to writing to computers.

The Travel Desk held a successful Travel Fair with representatives from Collette Vacations, Premier World Discovery and Mary Long Harvey, author of "Travel Wise, Travel Safe". Travel vendors, volunteers and staff were on site to help interested individuals sign up for a myriad of trip offerings, both local and far away.

The Milwaukie Center receives ongoing donations of medical equipment such as wheel chairs, walkers, canes, raised toilet seats and more. The equipment is loaned to community members who need access to such supplies for short term loan as they recover from surgery or other issues. In the last year, Milwaukie Center provided 150 equipment loans.

We had an overwhelming response to a Tai Chi article in the Oregonian newspaper on Oct. 8. The article pointed out the alarming statistic of older adults needing hospital care due to injuries from falling. The article stressed that learning Tai Chi can improve one's balance, therefore preventing falls. Currently 14 people are on a class waitlist. James Lusk, Tai Chi teacher, will present a Tai Chi demonstration on Fri, Dec. 5 at 10am so newcomers can observe the techniques and determine if this form of exercise is right for them.

A Milwaukie Center Social Services staff attended the annual Brookdale National Group Respite Conference in Denver, Colorado. Milwaukie Center was the first Oregon senior center to receive a Brookdale Foundation grant to start "A Place at the Center" social respite program in 1993. Brookdale provides the conference at no cost to one staff member from organizations that received grants. Conference participants networked with other professionals and learned the "best practices" approach to working with people afflicted with Alzheimer's and other forms of dementia.

The Center celebrated Halloween with a costume contest and trick or treating. The winning costume prize received a \$20 gift certificate for classes at the Milwaukie Center.

Fundraising

For over 30 years the Milwaukie Center has held the annual "Best in the West" Bazaar each fall, benefitting the Nutrition Program. This year's event was well attended, the largest yet, with 56 vendors and a bake sale, bringing in \$3,750 gross sales.

Coming Up

Property Tax Town Hall Meetings, Mon, Nov. 3, 9am – 10:30am, and Mon, Nov. 10, 7pm – 8:30pm. Clackamas County Assessor Bob Vromen will provide information about property tax statements, property values, how taxes are computed and property value appeal procedures.

Completing Advanced Directives, Mon, Nov. 3, 1pm – 2pm. Get step-by-step assistance from Attorney Julie Lohuis, of the law office of Geoff Bernhardt, Elder Law Specialists.

Flu Shot Clinic, Tue, Nov. 4, 10am – 1pm. Flu shots are provided courtesy of Get A Flu Shot.com.

Famous Sunday Thanksgiving Dinner, Sun, Nov. 16, 3pm – 6pm. Don't miss this great dinner of turkey with mashed potatoes and gravy, dressing, vegetable, roll and pumpkin custard.

National Memory Screening Day, Tue, Nov. 18, 10:30am – 1pm. This test is confidential and will be administered by trained volunteer healthcare professionals.

**Park & Recreation Board
PARB
Tuesday, September 23, 2008
7:30AM
City Hall – Conference Room
10722 SE Main Street**

Minutes

Type of meeting: Regular

Attendees: Ray Harris, Mart Hughes, Val Hubbard, Katie MacCready, Sherri Dow, Bob Cooper

Absent: Christie Schaeffer

Staff: JoAnn Herrigel

Minutes

August minutes were approved 6-0.

IGA Status

Herrigel said the IGA was in the hands of the County's attorney and she had not heard from them in a while. She noted that when she received their comments she'd be able to move toward a Council agenda date for approval. The group suggested writing a note to the County staff asking if the IGA could be moved forward soon.

Proposed Name Change for Lewelling Community Park

Herrigel said she had received a request from the Lewelling Neighborhood Association to change the name of Lewelling Community Park to Ball Michel Park. The name is in honor of Art Ball and Jean Michel who were instrumental in getting the park designed and built. Herrigel noted that according to the City's Park Naming policy, the City must obtain written approval for name use from individuals or their families before considering a name or name change. She noted that that approval has not yet been obtained but she felt confident that such approvals would be forthcoming.

The group voted 6-0 to recommend the name change to Council pending the receipt of the written letters of permission from the Ball and Michel families.

City Projects

- Herrigel announced the Johnson Creek Watershed Council Auction to be held on October 17th at Club Paesano in Gresham from 7 to 10.
- Kellogg for Coho initiative meeting was held on September 9. All attendees were supportive of the efforts to increase fish passage to Kellogg Creek.

Hughes suggested that a temporary fish ladder be considered that would allow a permanent draw down to be completed. He noted that a draw down of the lake would result in growth of indicator species that colonize the creek's edge. A permanent draw down would lead to a "natural recruitment"

Park Walk

The group discussed the details of the Park walk they had decided to hold in October. They decided:

- Walk would start in front of City Hall
- People should be told to bring binoculars so they can bird watch (Hughes will interpret)
- Date = October 19th at 10 am
- Walk will be 2 hours

Harris motioned to adjourn and Cooper seconded. Motion passed 6-0.