

MINUTES
MILWAUKIE CITY COUNCIL WORK SESSION
APRIL 3, 2012

Mayor Ferguson called the work session to order at 5:06 p.m. in the City Hall Conference Room.

Council Present: Council President Greg Chaimov and Councilors Dave Hedges, Joe Loomis, and Mike Miller.

Staff Present: City Manager Bill Monahan, Assistant to the City Manager Teri Bankhead, Community Development/Public Works Director Kenny Asher, Planning Director Katie Mangle, Program Coordinator Beth Ragel, Police Chief Bob Jordan, Community Services Director JoAnn Herrigel, and Interim Operations Director/Engineering Director Gary Parkin

Media: Molly Harbarger, *The Oregonian*

City Manager's Report

Mr. Monahan reviewed the evening's agenda and future agendas. The group agreed to meet in executive session after the Budget Committee study session on April 5, 2012. He provided a status report on the Land Use Board of Appeals (LUBA) appeal filed by Les Poole.

Community Development and Planning Active Projects

Mr. Asher reported on the Dark Horse relocation/real estate study, the Oregon Department of Transportation (ODOT) yard and minor league baseball, and the light rail station building.

Councilor Chaimov commented that in his work with the North Clackamas Chamber of Commerce one of the major issues cited was making more retail space on Main Street.

Ms. Mangle reported on Planning Department staffing relative to the light rail project, and the Tacoma Station Area Planning effort. She discussed the status of the façade program and application deadline.

Susan Lehr, North Clackamas Chamber of Commerce CEO

Ms. Lehr provided information on how the City and Chamber might work together to enhance the business climate in Milwaukie. A recent survey of businesses showed that about 70% of the respondents were "locally grown" with the largest percentages being commercial/retail, professional/financial, and healthcare/medical. Critical success factors identified were qualified labor, government business climate, and transportation. Respondents were looking to streamlining permitting processes. Major advantages to locating in Milwaukie were proximity to customers, adjacent to Portland, and freeway access. Major barriers were insufficient customer base, general operating costs including fees and taxes, and cash flow and working capital. Ms. Lehr hoped to work with the City to delve further into these responses and generate a system of good communication and two-way assistance.

Councilor Chaimov looked forward to some specific recommendations in the future.

New Century Players, Bertman House Lease

Mr. Asher was joined by New Century Players (NCP) Board of Directors members **Kelley Marchant**, **Elisabeth Goebel**, and **Marlin Goebel**. He explained the current lease expired in May, and a decision had to be made on whether to renew it with NCP and if so for what term. The purpose of the discussion was to provide direction on lease negotiations.

Ms. Marchant said the Bertman house provided NCP with a central location for meetings, office space, rehearsals, and storage for costumes and props. She thought NCP had a great positive impact on the community, and many local residents felt strongly about its being in Milwaukie. She also noted it was a strong tourism draw.

Mr. Goebel described the improvements made to the house including a new furnace and sharing the cost of a new roof. He described the volunteer hours and out of pocket costs that included fundraising and grant applications. The group discussed the current economic climate.

Councilor Hedges would like to see performances inside the City if NCP were a tourism draw.

Ms. Marchant commented on obstacles related to performing at Milwaukie High School while there was no charge for using the Rex Putnam Theater.

The City Council discussed how it might help in various ways to find theater space in Milwaukie and opportunities for enhancing the working relationship.

Community Service Department Matters

Municipal Lot Fundraiser Use

Ms. Ragel discussed the conditions of approval and removing condition #5. The City Council concurred and directed her to proceed.

Update on Dual Interest Area Outreach

Ms. Ragel provided an update on survey responses from dual interest area A (DIA). Most of the 17% of the respondents were interested in being part of the Lewelling Neighborhood District Association (NDA). Pepi Anderson, Lewelling NDA Chair, was working on a strategy to welcome the new members. Ms. Ragel recommended she return to a future City Council meeting with a change in the NDA boundary map that would include the DIA preceded by notice to the community.

Councilor Loomis suggested an NDA at-large position specifically for that area.

Update on Mural Program Outreach

Ms. Ragel provided information on the artMOB outreach efforts and survey of community feelings on the concept of implementing a mural program in the City of Milwaukie. She clarified there was no public funding for murals. Some of the key findings were that there was a high level of support for the concept for commercial and industrial buildings, and respondents wanted a review committee that involved the neighborhoods. Concerns had to do with visual clutter and compatibility with community values and aesthetics. The initial proposal will go to the Planning Commission in May followed by a recommendation to the City Council.

Police Department Matters**Peer Support Services**

Chief Jordan discussed the Peer Support program for police department employees. A number of local jurisdictions were involved in the training program that included some limited confidentiality.

The City Council concurred that Chief Jordan should pursue Milwaukie's entering into the agreement.

Cycle Oregon Memorandum of Understanding

Chief Jordan described the proposed memorandum of understanding and reimbursement to the City if its motorcycle officers were involved. He identified three reasons for entering into the MOU: it gave Milwaukie visibility in high profile statewide events, it gave Milwaukie officers an opportunity to train on a varied terrain, and the officers would not come out of the regular rotation. The general fund would be reimbursed approximately \$10,000.

Councilor Hedges thought this was a positive opportunity and particularly so because it did not impact rotation.

Mayor Ferguson suggested working with Grady Wheeler on press coverage.

Mayor Ferguson adjourned to work session at 6:50 p.m.

Respectfully submitted,



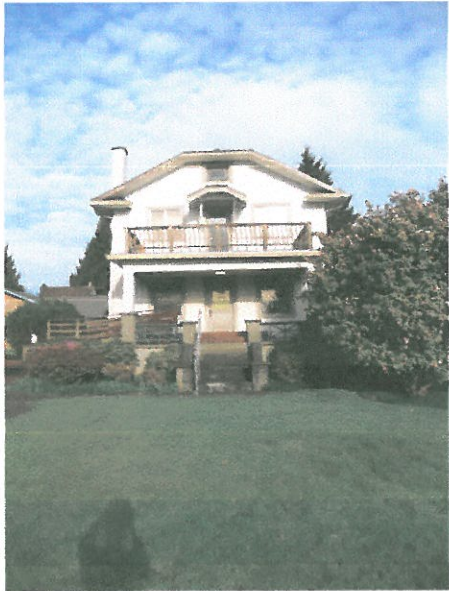
Pat DuVal, Recorder

WORK SESSION

EXHIBIT
TALKING
CC ios 4/3/12



and the
BERTMAN HOUSE



**REPORT/REQUEST TO THE
CITY of MILWAUKIE
2012**



Mission Statement

To build community in the greater Milwaukie area by providing opportunities for artistic expression through live performances.

This corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

INCORPORATED: 2004

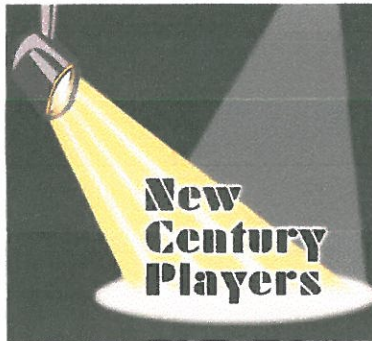
BOARD OF DIRECTORS 2012

| | | | |
|------------------------|------------------------|-------------------------------|-----------------------|
| Elisabeth Goebel | Managing Director | 14001 SE Laurie Ave | Milwaukie, OR 97267 |
| Kelley Marchant | Artistic Director | 12425 SE 27 th Ave | Milwaukie, OR 97222 |
| Arleen Daugherty | Secretary | | Milwaukie, OR 97222 |
| Marlin Goebel | Treasurer | 14001 SE Laurie Ave. | Milwaukie, OR 97267 |
| David Bliss | Technical Advisor | | Milwaukie, OR 97222 |
| Donna Sellman-Pilorget | Corporate Liaison | | Oregon City, OR 97045 |
| Kevin Yell | Director/Venue Manager | Ainsworth House, | Oregon City, OR 97045 |
| Gordon Mouser | Member at Large | 14377 SE Bridgeton | Clackamas, OR 97015 |
| Sara Benner | Company House Manger | | Damascus, OR 97089 |



BERTMAN HOUSE BENEFITS to NEW CENTURY PLAYERS:

- *Recognition of City support for our mission
- *Central meeting place for interviews, board meetings & conference
 - *Easy access place for city-wide auditions and small rehearsals
 - *Central space for storage of costumes, props & set materials
- *Meeting space for non-profit organizations and other community groups to organize charitable events
- *Office space and landmark for visitors



NEW CENTURY PLAYERS BENEFITS to CITY of MILWAUKIE:

- *Local source of QUALITY live theatre entertainment
- *Addition to tourism for the City (regular attenders from WA, CA & ID)
 - *Opportunities for local artists and designers
 - *Cultural awareness and addition to the community
 - *Opportunities for local arts students
- *Helping to change the outsider's "view" of our City in a positive way and "raising the bar" for entertainment options in our neighborhoods
- *Resource for other non-profit groups and local residents in the areas of performance, costume, set and prop rentals

NEW CENTURY PLAYERS PRODUCTION HISTORY

| | <u>Actors</u> | <u># Perf.</u> | <u>Audience Total</u> |
|--|---------------|----------------|-----------------------|
| <u>SEASON ONE 2004-2005</u> | | | |
| TAKE THREE, Summer 2004 | 15 | 5 | 250 |
| WONDERFUL LIFE, December 2004 | 25 | 4 | 700 |
| ROMANCE CAN BE FATAL (Dinner Theatre) Spring 2005 | 12 | 8 | 300 |
| ANGEL STREET, July 2005 | 6 | 6 | 400 |
| FAITH COUNTY, August 2005 | 10 | 6 | 300 |
| ANGEL STREET (Again!), September 2005 | 6 | 4 | 300 |
| <u>SEASON TWO 2005-2006</u> | | | |
| YOU CAN'T TAKE IT WITH YOU, November 2005 | 18 | 6 | 550 |
| WAITING FOR THE PARADE, February 2006 | 6 | 6 | 300 |
| PRETENDERS IN PARADISE (Dinner Theatre), Spring 2006 | 12 | 9 | 450 |
| CALIFORNIA SUITE, Summer 2006 | 12 | 6 | 500 |
| THE MONSTER (Youth Theatre Camp), Summer 2006 | 22 | 2 | 160 |
| <u>SEASON THREE 2006-2007</u> | | | |
| LITTLE SHOP OF HORRORS October 2006 | 18 | 8 | 1200 |
| GRACELAND (One Act Dessert Theatre) February, 2007 | 2 | 3 | 100 |
| FATAL PASSAGE (Dinner Theatre), April/May, 2007 | 15 | 8 | 600 |
| HARRIET HANDELMAN (Youth Theatre), Summer 2007 | 40 | 2 | 220 |
| STEEL MAGNOLIAS, July 2007 | 6 | 8 | 500 |
| <u>SEASON FOUR 2007-2008</u> | | | |
| PICASSO AT THE LAPIN AGILE, November 2007 | 10 | 7 | 400 |
| A MIDSUMMER NIGHT'S DREAM, February 2008 | 24 | 9 | 1800 |
| A MIDSUMMER NIGHT'S SCREAM, April/May 2008 | 10 | 8 | 450 |
| A MIDSUMMER NIGHT'S DREAM Youth, July 2008 | 24 | 2 | 150 |
| LAUNDRY & BOURBON/ LONE STAR, July 2008 | 6 | 8 | 300 |
| <u>SEASON FIVE 2008-2009</u> | | | |
| A MURDER IS ANNOUNCED, Oct/Nov. 2008 | 12 | 7 | 500 |
| AN EVENING WITH DURANG, February 2009 | 8 | 6 | 220 |
| TRAIL OF EVIDENCE, April/May 2009 | 10 | 7 | 430 |
| WIZARD OF OZ, July 2009 | 58 | 7 | 885 |
| <u>SEASON SIX 2009-2010</u> | | | |
| THE LARAMIE PROJECT EPILOGUE, October 2009 | 14 | 1 | 350 |
| THE LARAMIE PROJECT, October 2009 | 17 | 10 | 520 |
| 12 ANGRY MEN & WOMEN, February 2010 | 13 | 7 | 375 |
| DEADLY DANCING (Dinner Theatre) Spring 2010 | 11 | 8 | 260 |
| MOON OVER BUFFALO, July 2010 | 8 | 7 | 195 |

NEW CENTURY PLAYERS PRODUCTION HISTORY (cont.)

| | <u>Actors</u> | <u># Perf.</u> | <u>Audience Total</u> |
|--|---------------|----------------|-----------------------|
| <u>SEASON SEVEN 2010-2011</u> | | | |
| STEPPING OUT, October 2010 | 10 | 7 | 315 |
| LOVE LETTERS, February 2011 | 22 | 9 | 220 |
| RECIPE FOR MURDER (Dinner Theatre) April 2011 | 10 | 8 | 260 |
| <u>SEASON EIGHT 2011-2012</u> | | | |
| BAD SEED, October 2011 | 12 | 8 | 525 |
| BELLE OF AMHERST, January 2012 | 1 | 1 | 124 |
| HAIRSPRAY, February 2012 | 55 | 8 | 2400 |
| BLUNT FORCE DRAMA (Dinner Theatre) Spring 2012 | 10 | 6 | |

New Century Players Bertman House Improvements and Upkeep

Description of Improvements and Upkeep:

| | Volunteer hours at \$20 per hr | Out of pocket costs |
|---|--------------------------------------|---------------------------|
| Work and costs in 2007 and 2008: | | |
| Repair of accessible ramp and handrail | 400 | |
| Painted all the woodwork on the front porch | 200 | |
| Power wash porch, sidewalks, and parking lot | 200 | |
| Install code compliant handrail on front entry | 200 | |
| Install handrail on stairs to second floor | 40 | |
| Repair electrical deficiencies by a professional electrician | 400 | |
| Electrical inspection by Crawford Inspection Service | | 250 |
| Service of old oil furnace by contractor | | 250 |
| Purchase of 200 gallons of oil for furnace | | 750 |
| Patch and paint four rooms | 800 | |
| Purchase and install lighting fixtures | 200 | 100 |
| Cleaning of cellar and clearing of cellar access | 200 | |
| Upkeep of landscaping | 1,000 | |
| Work and costs in 2009 and 2010: | | |
| Installation of duct work, venting and new gas furnace | | 7,000 |
| Repair attic and under floor vents | 400 | |
| Remove and replace all insect damaged wood | 400 | |
| Purchase and install brackets for shelves | 100 | 82 |
| Upkeep of landscaping | 1,000 | |
| NW Natural Gas bills | | 250 |
| Work and costs in 2011: | | |
| Procure, evaluate and accept eventual winning bid on roof replacement | 200 | |
| Roof replacement - participation (1/2 NCP, 1/2 City) | | 4,387 |
| Repair of toilet's and sinks for water leak | 200 | 175 |
| Upkeep of landscaping | 500 | |
| NW Natural Gas bills | | 250 |
| City of Milwaukie sewer and water bill beginning December, 2010 | | 939 |
| | 6,440 | 14,433 |

New Century Players
Statement of Activities
For the Years Ended January 31, 2012 and 2011

| | 1/31/12 | 1/31/11 |
|---|---------|---------|
| Income: | | |
| Ticket Sales from plays produced | 10,990 | 9,515 |
| Ticket Sales from Dinner Theatre | 10,125 | 12,944 |
| Fee income from custom Private Shows | 3,180 | 2,480 |
| Charitable Contributions | 2,772 | 3,519 |
| Fundraiser | 1,865 | 0 |
| Other income | 120 | 718 |
| | 29,052 | 29,177 |
| Production costs: | | |
| Personnel (incl actor, director & other stipends) | 5,710 | 5,775 |
| Technical (props, lights, sound, costumes, sets) | 4,645 | 2,553 |
| Meals at the Dinner Theatre | 5,874 | 6,340 |
| Facility | 765 | 530 |
| Royalties and scripts | 926 | 2,694 |
| | 17,920 | 17,892 |
| Marketing (Programs, post cards, posters, postage, brochure) | 3,028 | 3,843 |
| Administration: | | |
| Rent and Utilities (office and storage) | 3,764 | 2,431 |
| Insurance | 850 | 1,710 |
| Accounting and web site consulting | 0 | 871 |
| Professional organization dues and office supplies | 1,537 | 1,744 |
| | 6,151 | 6,756 |
| Net Income | 1,953 | 686 |
| Ending Cash balance | 6,292 | 4,339 |
| Reserve required to upfront royalties, sets and costumes for the next NCP production (Hairspray) | (6,000) | |
| | 292 | |

Plays produced:

Twelve Angry Men - February, 2010; 7 performances, 362 audience members
Moon Over Buffalo - July, 2010; 7 performances, 193 audience members
Stepping Out - September, 2010; 7 performances, 303 audience members
Love Letters - February, 2011; 9 performances, 217 audience members
The Bad Seed - November, 2011; 8 performances, 522 audience members
The Belle of Amherst (One woman show) - January, 2012; 3 performances, 124 audience members
Hairspray - February, 2012; 8 performances, 2,885 audience members

Dinner Theatre:

Deadly Dancing - Spring, 2010, 7 performances, 260 audience members
Recipe for Murder - Spring, 2011, 8 performances, 260 audience members

New Century Players is a member of the following organizations:

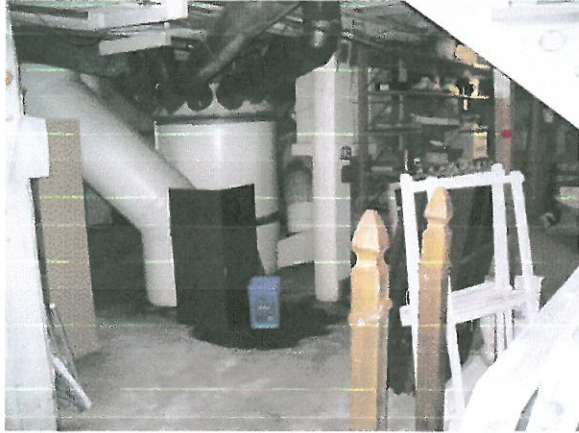
North Clackamas Chamber of Commerce
Oregon City Chamber of Commerce
American Association of Community Theatres
Portland Area Theatre Alliance
Oregon Community Theatre Alliance

New Century Players is registered with the following:

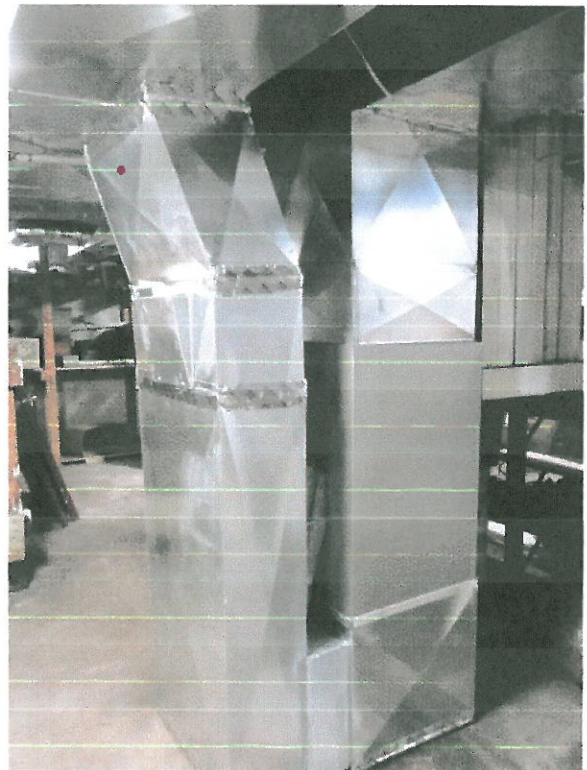
Internal Revenue Service as a 501(C3) non-profit corporation in good standing (#87-0731092)
Oregon Department of Justice, Charitable Activities Section in good standing (#35630)

NEW CENTURY PLAYERS
Report to the City of Milwaukie
Bertman House Maintenance and Repairs

Basement/ Furnace (Before):



Basement/New Furnace(After):



NEW CENTURY PLAYERS

Annual Report to the City of Milwaukie

Bertman House Maintenance and Repairs

New Exterior Railing:



New Exterior Railing:



New Entryway w/ Railing:

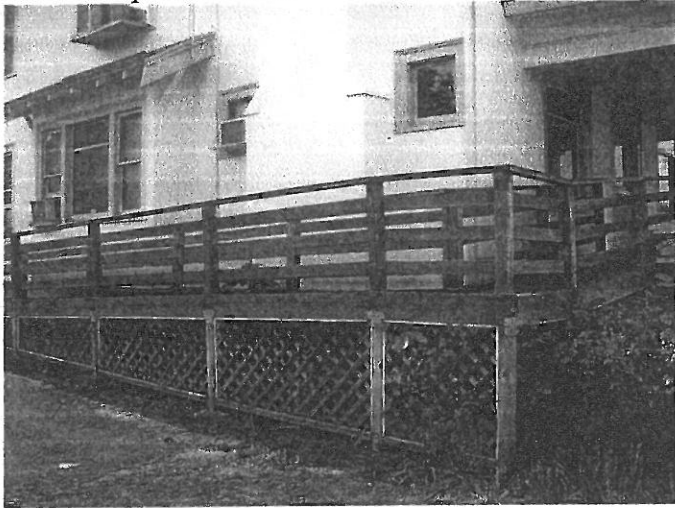


NEW CENTURY PLAYERS

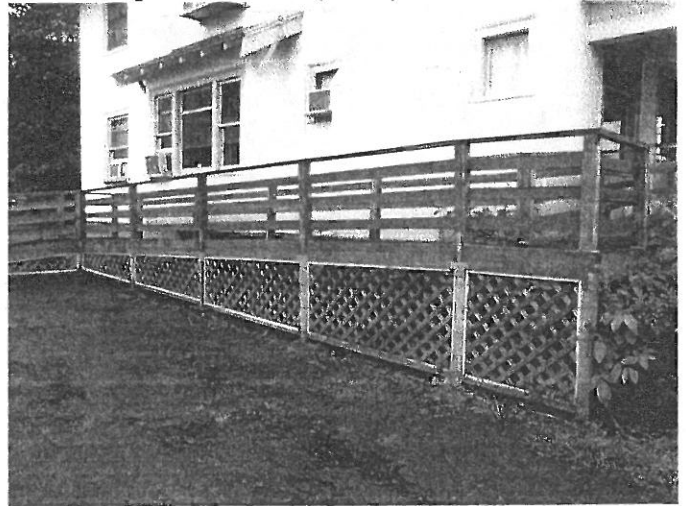
Annual Report to the City of Milwaukee

Bertman House Maintenance and Repairs

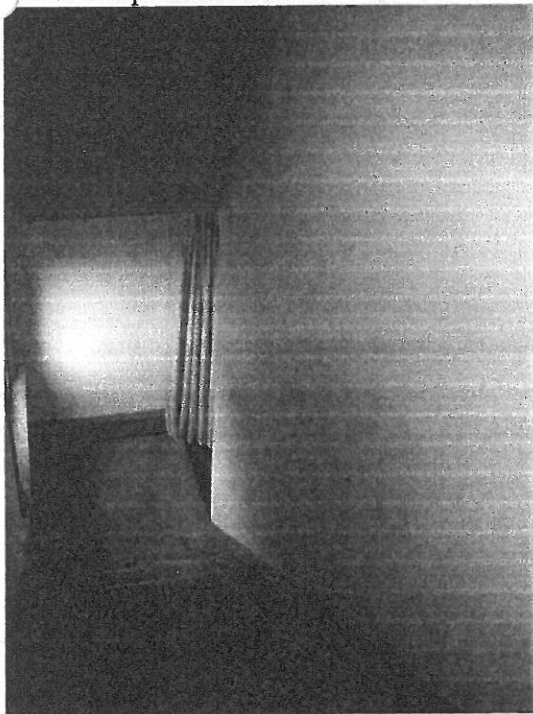
Lease Requirement A:



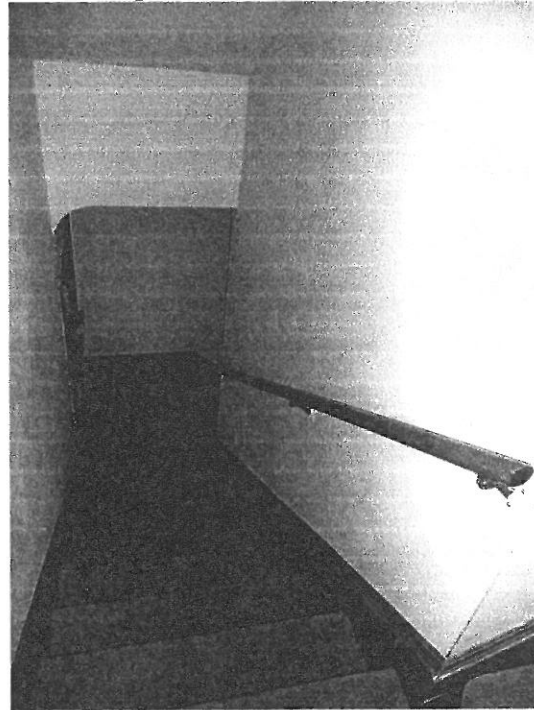
Lease Requirement A: (After)



Lease Requirement C:



Lease Requirement C: (After)

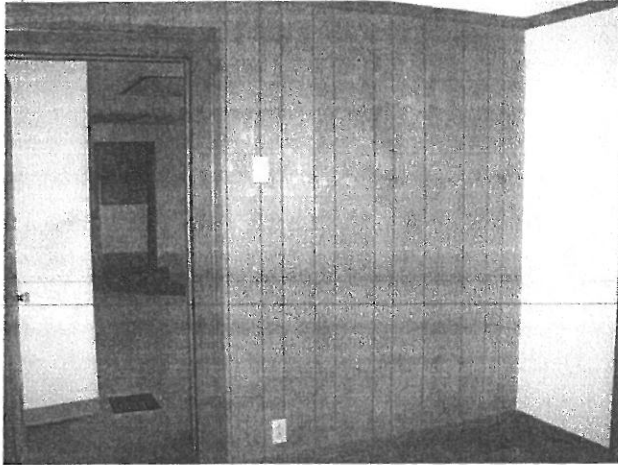


NEW CENTURY PLAYERS

Annual Report to the City of Milwaukie

Bertman House Maintenance and Repairs

Lease Requirement F:
(Front Room) Before:



(Front Room) After:



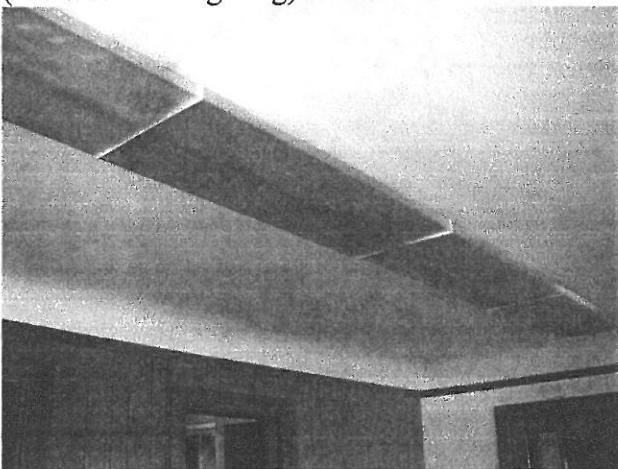
(Front Room) Before:



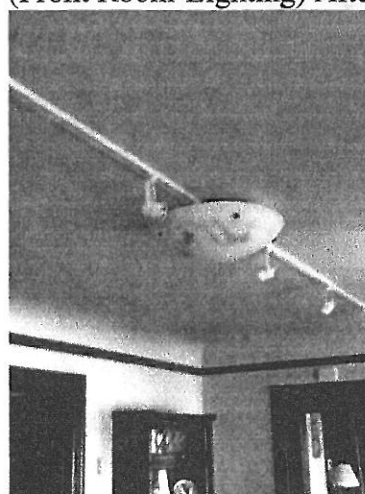
(Front Room) After:



(Front Room-Lighting) Before:

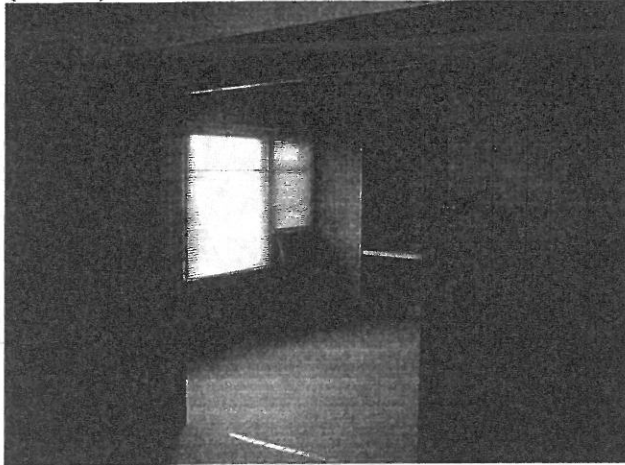


(Front Room-Lighting) After:

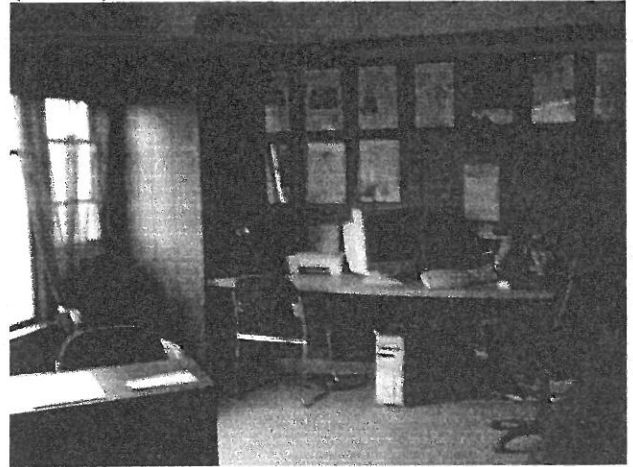


NEW CENTURY PLAYERS
Annual Report to the City of Milwaukee
Bertman House Maintenance and Repairs

(Office) Before:



(Office) After:



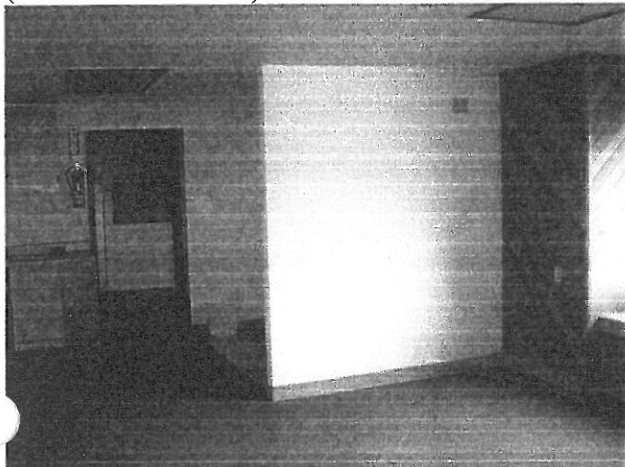
(Office Lighting) Before:



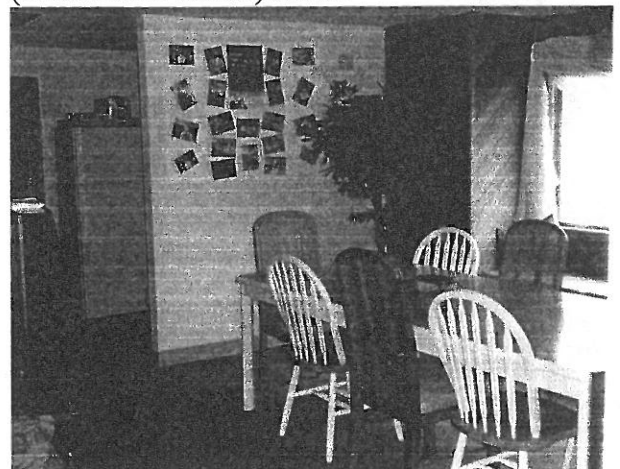
(Office Lighting) After:



(Conference Room) Before:

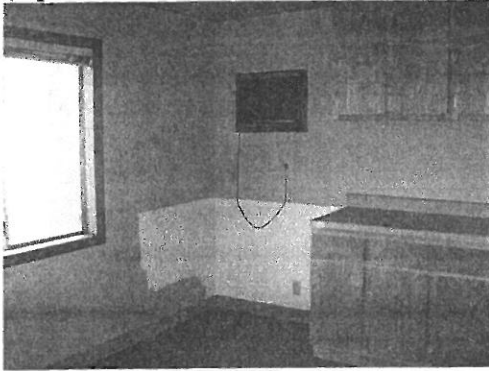


(Conference Room) After:



NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs

(Upstairs Room 1) Before:



(Upstairs Room 1) After:



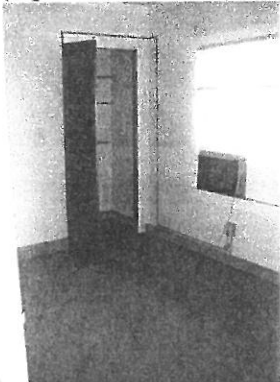
(Upstairs Room 2) Before:



(Upstairs Room 2) After:



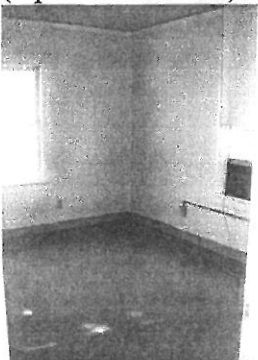
(Upstairs Room 3) Before:



(Upstairs Room 3) After:



(Upstairs Room 4) Before:



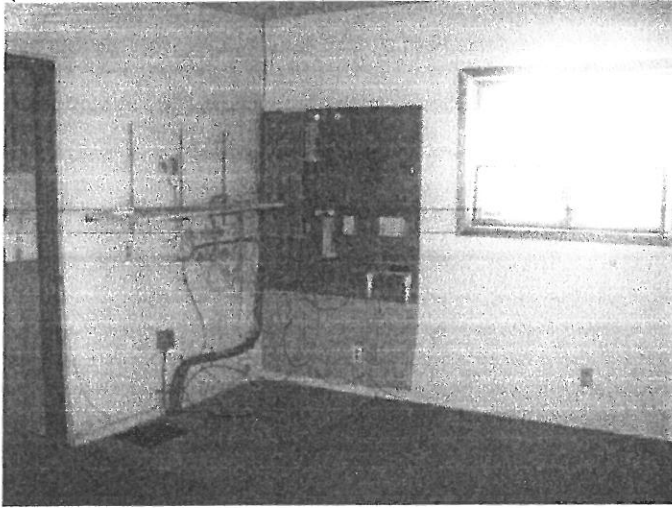
(Upstairs Room 4) After:



NEW CENTURY PLAYERS
Annual Report to the City of Milwaukee
Bertman House Maintenance and Repairs

Lease Requirement F:

(Back Room Downstairs) Before:



(Back Room Downstairs) After:



Lease Requirement H:

Front of House (Before):



Front of House (After):



Letters and Comments of Support

for





Milwaukie on board with the arts...

Dear City Council and Mayor Ferguson,

March 21, 2012

As a city committee, artMOB would like to express our support of renewing the lease for New Century Player's (NCP) use of the Bertman House.

NCP has benefited and collaborated with artMOB through the committee's short existence. When artMOB first began, NCP served as our fiscal agent—allowing the committee's money to be stored separately from the city's accounts (the city's finance director at the time thought that would be helpful). They have helped artMOB increase our community presence through flashmobs at the Milwaukie Farmer's Market.

NCP provided entertainment for the city of Milwaukie's volunteer recognition event free of charge in 2010 with skits and improv. NCP also does an annual murder mystery dinner theater to raise funds for "Meals on Wheels" at the Milwaukie Center.

As we understand it, NCP faces several challenges in offering plays within Milwaukie proper. The Milwaukie High School theater is full during the school year with their plays, and without air conditioning in the summer, it is not an attractive facility during the summer months. As such, NCP doesn't currently have performances in Milwaukie proper beyond the murder mystery dinner theater at the Milwaukie Center. While Milwaukie lacks appropriate theater facilities beyond the High School, artMOB is considering ways to try to pull NCP into more Milwaukie based programming in their regular season. We have invited members of the NCP to attend an upcoming meeting to discuss options.

Having arts non-profits associated with our city is important to the community-at-large, as it will help us to provide artistic experiences to adults and children alike. Renewing NCP's lease at the Bertman House is one way that we can help a small non-profit to continue to flourish and grow in our community.

Thank you for your time and effort in considering this matter, and we, as a committee, hope to have New Century Players living and breathing in our community for years to come.

Sincerely,

Milwaukie Arts Committee
artMOB

**Enriching our community by encouraging, promoting and facilitating the arts in
the City of Milwaukie.**

www.artMOB.net

My husband and I have attended many of the performances of the New Century Players and always enjoy them. They are professional quality, well done, well acted and always a lot of fun. Milwaukie is fortunate to have a theater company that allows local talent to be involved and gives the Milwaukie citizens a place to see good theater at a reasonable cost, and a venue the whole family can enjoy.

Please continue to lease the Bertman House to the theater group. It provides a great place for the cast to meet and rehearse, and the placement encourages Milwaukie residents to become involved in regional theater.

State Representative Carolyn Tomei

"New Century Players is a real asset to the City of Milwaukie and Clackamas County. Their community outreach and educational programs are fun and accessible for all ages. New Century Players not only provides the community with quality entertainment, but they help drive cultural tourism in the City of Milwaukie. The City of Milwaukie and Clackamas County is very fortunate to host such a wonderful organization!"

Kirk Mouser
Chair, Clackamas County Arts Alliance
Chair, Clackamas County Arts Action Foundation
Board Member, ARTPAK

I was a part of the Milwaukie Centennial Planning Committee in 2003 -- when the New Century Players were founded and first introduced. Since then I have volunteered at a number of performances as an usher -- and had the privilege to see some wonderful productions over the years. This theater group puts on quality productions and has gained a popular following -- so much so that some shows are "sold out". New Century Players have done a variety of plays -- musicals -- comedies -- dramas -- and vignettes and never disappoint the audience. There is a dedicated group of people who put this all together -- Kelley Marchant is to be applauded for her hard work, as well as the actors, production, set direction and volunteers -- including students from Rex Putnam that bring quality (and affordable) theater to our community. A great addition to our local culture indeed.

MARTHA GERMANY | Legal Secretary/Assistant
SCHWABE, WILLIAMSON & ASSOCIATES
1211 SW 5th Ave., Ste. 1900 Portland, OR 97204

I hope the Milwaukie City Council approves the lease on the Bertman House. This is a great group of players truly dedicated to entertaining and bringing a bit of the arts to our community. I do not get to attend the plays and events offered by the New Century Players as much as I would like due to not working on and off, raising a teen, and life in general. But, when I can attend, the venue helps me escape to another world. I would much prefer to support and attend events locally, than be forced to have only downtown Portland as my only option to attend plays, dinner theaters, and just plain fun events. I have taken my teen to a couple plays and I especially enjoyed a mystery dinner theatre with my family last year.

Having the arts in OUR community is a plus. Giving our young (and old) people exposure and the first hand experience of attending these locally adds value to our lives and to our community. I think that the New Century Players should be promoted as a draw to the community.

Wishing you the best and thanking you for your time and for the smiles.

Kind Regards,
Laurie Curry
A life-long Milwaukie Resident for over 56 years

We have lived in the Milwaukie area for 35 years and feel the cultural contribution that the New Century Players has brought to the community is very significant. We - along with our friends - have attended many of the events that have been presented and really enjoyed them. We have supported your endeavors in the past and will continue to do so if you are able to remain in the area. Thanks for the great work that your organization has accomplished to date - hope it will continue.

Sincerely Yours,
Gene & Binnie Grant

Without the Bertman House, I would not have a quiet, organized place to meet with the heads of other community non-profits for the purpose of planning joint community fundraisers. Over the course of the last five years, we have done murder mystery fundraisers for the Lion's Clubs of Milwaukie, Beaverton and Oregon City, the Shriners of Wilsonville, The Friends of the McLean House and Gardens, The Living Room, Pacific Crest and Milwaukie Senior Center among others. These custom murder mysteries have been completely planned and organized utilizing the space at Bertman. Losing the Bertman would make helping other non profits very, very difficult if not impossible.

Donna Sellman-Pilorget
Customer Service Representative
West Linn Paper Company

I've been an audience member at New Century Players' "The Bad Seed" and "Hairspray." I can't say enough positive things about the organization. New Century Players is a real asset to the city of Milwaukie. The organization provides critical opportunities for actors and aspiring actors. It provides great entertainment. And New Century Players is unique because it's a partnership between the school and the community. It provides valuable opportunities for students to participate along with the community's adult actors. It's a great example of how collaboration benefits a community--and should be a model for other communities.

New Century Players engages, inspires, educates and entertains. Milwaukie is fortunate to be home to this great organization!

Best,
Lisa Cohn

I am a volunteer all around the Portland area, seeing and enjoying plays almost every day of the week. New Century Players continues to bring professional and very high quality theatre to our city and is extremely important to have in a part of town that is relatively unserved by live theatre performance.
Thank you, Kay Olsen

To whom it may concern~

Kudos to the New Century Players for their continued exciting and professional contributions to local community theatre! Recently, we were fortunate to attend their production of "Hairspray" and were absolutely delighted by the skills of the performers and the overall tenor of the show itself. What a treat to have such wonderful theatrical opportunities right here in Milwaukie.

The New Century Players' productions are easily on par with those of other, larger theatre companies such as Broadway Rose (Tigard) and even many productions who visit the Keller Auditorium in Portland.

Keep those shows coming and we'll keep coming back! Thanks for the great entertainment!

Julie Lane

To: The Milwaukie City Council

Along with several friends I have been attending the New Century Players productions since the formation of their group. It's marvelous to have such energy and talent in our city with the productions very accessible. We attended the Open House in the Bertram House at the beginning of their leasing it, they are a very positive factor in the community and I would highly recommend an extension of their lease. They're a good fit to our community.

Rose Martin
10501 SE Crystal Lake Ln
Milwaukie, Or 97222

I was putting photos from our family reunion in an album this week end and was reminded of how amazing your performance was and how your dinner theatre added so much excitement and fun to our family reunion! Its so wonderful to have a group the quality of New Century Players in our community. New Century Players brings culture and entertainment all while stimulating the local economy of Milwaukie. In addition to enjoying one of your performances at our private celebration, my family and I have fond memories of attending a Mother's Day Brunch theatre in the Milwaukie Center that your group performed for. I take pride in knowing your group and am pleased you see how you bring your gifts to the next generation through your collaboration with Milwaukie High School and Rex Putnam High School and Lakewood Center for the Arts theatrical productions. New Century Players are an asset to Milwaukie. I look forward to attending future productions. (Its so great traveling to Milwaukie from Oregon City rather than having to drive all the way to downtown Portland in order to enjoy a night out of dinner and a play!)

Thank you,
Marla Resnick, M.S.
Speech Language Pathologist

To whom it may concern:

My children were a part of the cast when the New Century Players did The Wizard of Oz a few years ago at Rex Putnam. What a positive experience for them. Not only did they have a fantastic time participating but the learned valuable team skills that will stick with them for the rest of their lives. As their first time being involved with something like that the New Century Players members went above and beyond to make sure that everyone had a positive and productive experience. What a great show and I look forward to seeing another one soon!

Thanks,
Tiffany Goss
Milwaukie, OR

For a few years now, my wife and I have been attending performances put on by your group. We were introduced to it through family and have loved going ever since.

It is always great to see the schedule of performances for each season when they are released. With titles that we have heard of all of our lives and never had the opportunity to have seen before performed (Hairspray, Little Shop of Horrors, Steel Magnolias...) to new discoveries that only would have happened by visiting a community theater performance (Bad Seed, Angel Street, Laundry and Bourbon...). Every time that we have attended a performance we always leave amazed at the talent assembled for the production and knowing that it all comes from our own town and community makes it even more special.

It is easy to see that there is a ton of time and effort dedicated to each performance. All of it done by people who do it out of the sheer love of theater and performing - not for profit, and assumingly, by people who have families and other occupations.

Your dedication and sacrifice to your art are greatly appreciated.

So again thank you to you and all of those that support you that allow for these splendid evenings to occur where we can all get out and experience the theater.

Kevin and Erica Godell-Grant

C2K ARCHITECTURE INC

The New Century Theatre is a valuable addition to the arts landscape in Milwaukie. Without this professional and lively group to help bring culture and theatrical education into this area, Milwaukie residents would have few options in this area to see quality theater. Seeing their commitment and collaboration with Rex Putnam High School is also a benefit to the students and the community. McLoughlin Blvd. has plenty of karaoke bars and other low-brow "entertainment" venues...having the New Century Players exist and based here is crucial to keeping Milwaukie vital and classy. From Shakespeare to Hairspray, the high quality theater provided by NCP is imperative to our community and cultural health.

Rene' Ormae-Jarmer
Milwaukie OR resident

We believe that exposure to the arts is essential for a healthy society. We are avid supporters of theatre and believe that a strong, vibrant theatre is invaluable to a community. Theatre can entertain, spur discussion, challenge and inspire us. Milwaukie, and the Portland area, is fortunate to have a community theatre company that rises to the level of the New Century Players. NCP consistently produces plays that are unrivaled in their professionalism on every level of the production. NCP never disappoints.

Cheryl and Roger Nelson

I have had many happy memories over the past few years attending the theatrical performances by the New Century Players. They have been a great asset to the community of Milwaukie. I support their dedicated hard work of bringing the arts to our citizens of Milwaukie as well as the other neighboring cities. I have been a resident since 1983 and NCP brings positive business to Milwaukie so that we can be proud of what our city offers.

Sincerely,
Lita Bybel

My family and I have enjoyed several performances of the New Century Players. An important part of any community is music and performing arts. This non-profit community group provides a great opportunity to expose our children to high quality and affordable theater. Please consider continuing to support New Century Players as they are an important part of the community.

Scott Weninger and family

New Century Players offers very high quality entertainment. They have also been able to make tickets affordable. This theater company is one of the best in the area.
Sincerely,
Bonnie Littleton, Avid Audience Member

I want to voice my support and appreciation for the work NCP does. I have been to many performances. Everyone from the ticket taker on has an positive attitude and the performances have been stellar. Please approve their on-going needs to be the great organization they have proven themselves to be.

Nikki Johnson Portland, OR 97217

WE have attended a few performances by your group and found them to be very good. My wife and I would surely recommend that the City renew your contract for an extended time as you most definitely bring value to the theater experience. We look forward to attending more of your performances, where ever they are held. Keep up the good work. Gary and Anne Bliss

TO: Milwaukie City Council:

I am writing to convey my encouragement for you to continue support of Century Players' location at Bertman House for an additional five years.

I was first introduced to this organization last fall when I was cast in one of the group's most successful undertakings, the play "The Bad Seed." I remember, anticipating my audition, wanting to be in an acting ensemble with strong community support and attendance. I'm pleased to say that this was indeed the environment I found.

New Century Players has a strong board, dedicated volunteers and actors from the greater metropolitan area, and an active schedule of performances, which serves your community in a special way. People love good theater, reasonably priced tickets, and which is accessible and available to everyone. Allowing this organization to retain its headquarters at Bertman House is an indication of your recognition that theater and the arts are enthusiastically endorsed by the citizens of Milwaukie. You are to be commended for your support in the past and I'm honored to join with many individuals in encouraging continuation of such in the future. Thank you!

David Rianda

It's vital for any community to have outlets for its citizens to express themselves artistically. A community theatre is more than a theatre that is merely located within the community, it is a theatre that is built by and sustained by members of that community. For some, it provides a venue where they can present and share their talents; for others, it provides a welcome evening of live entertainment in their own neighborhood. New Century Players has given a variety of productions to Milwaukie, presenting shows that have been thought-provoking, entertaining, socially conscious, and fun. In a society of steadily increasing "connectivity" via social media, cell phones, and an ever-growing array of electronic devices, it becomes increasingly invaluable to provide for venues where people can truly feel a part of their community. New Century Players is doing an excellent job of filling this need. As an actor, as a patron, and as a member of this community, I look forward to NCP's continued presence and contribution.

Regards,
~ Seth Haas

I've attended two productions by the New Century Players and thoroughly enjoyed each one! It is so nice to be able to enjoy a local theatrical group without having to go downtown. Milwaukie is very fortunate to have this group!

I also greatly appreciate the opportunity given by the New Century Players to high school students who are interested in the theatre. My granddaughter, a student at Rex Putnam, participated in one of the productions and it was a wonderful experience for her. Working with actual actors and theatre personnel is really beneficial to these young people.

I'm really looking forward to additional productions.

Thanks and keep up the great work!

Carol Homan
Milwaukie, OR

Mayor Ferguson, Council President Chaimov, Councilor Loomis:

In Milwaukie and North Clackamas County, arts organizations are scarce. Those that call the area home are barely able to maintain their existence. There are few opportunities for residents to see a musical performance, view an art exhibit or attend a theater production locally.

Milwaukie is extraordinarily fortunate to be the home of New Century Players. This community theater company is comprised of many individuals with professional credentials. Their performances are outstanding, their artistic direction vital, and their reputation amongst theater companies is such that actors from throughout the Metro area audition for roles. Their involvement with North Clackamas School District provides opportunities for young people to participate in community theater as actors, stage hands, lighting designers, and house managers. They are also grooming the next generation of theater performers and patrons.

New Century Players leases the Bertman House from the City of Milwaukie. They use this facility for meeting, audition and rehearsal space, as well as storage for props, equipment and other production items. In exchange for use of the property, New Century Players provides maintenance and upkeep of the building and grounds. Their lease with the city is due to expire in May.

As a Community Theater Company, the organization is primarily volunteer, with most capital going to production of performances. As stated earlier, art organizations in our area are barely able to survive. Without the support of the City of Milwaukie, New Century Players would be hard pressed to find a suitable replacement to the Bertman House.

I urge you to support the local arts by extending another five year lease to the New Century Players for use of the Bertman House.

Thank you for your consideration.

Respectfully

William Wild

Dear Milwaukie City Council,

I first became involved with New Century Players (NCP) as a performer and then later as a director and board member.

NCP is not only one of the best community theatres in the greater Portland Metro area for quality theatre productions; they are also a supportive community partner.

From my experience with NCP I know that having a facility like the Bertman House available for office and storage space is so vital to the theatre group. Being able to have ready access to costumes and props at a glance makes the process of producing a show easier. But beyond that, NCP has also graciously loaned costumes and props to other groups including LaSalle Prep, Hillsboro Artist Regional Theatre, Theatre in the Grove and Public House Theatre.

They have produced a broad mix of perennial favorites such as *You Can't Take It With You*, *It's A Wonderful Life* and *The Wizard of Oz*, as well as challenging theatre goers with more cutting edge works like *The Laramie Project* and *Picasso At The Lapin Agile*. NCP has also partnered with the Rex Putnam theatre department and North Clackamas Parks and Rec to provide theatre opportunities for youth.

New Century Players has done all of these things while also keeping ticket prices affordable. NCP has proven themselves a valuable community asset for Milwaukie. I hope they will receive your ongoing goodwill.

Sincerely,

Molly McDevitt



CASCADE HEIGHTS

March 26, 2012

To: Milwaukie City Council

In support of the New Century Players receiving a renewal lease, it is worth my time to tell you what their presence means to the community of us. Serving North Clackamas School District as an outstanding school, we are committed to the arts as a part of a well rounding education we offer our students. New Century Players is important because they offer opportunities not only entertainment but education. In the shows I have seen over the years, I see a group of passionate volunteers, dedicated to bringing professional-quality live theater to the area, an excellent model of young members of our community for volunteerism, creativity and commitment. Especially important to me is their Youth Theatre Program, an opportunity for children who have the “acting bug” to try their craft without parents spending thousands of dollars. I look forward to strengthening our partnership with NCP in the years to come and highly recommend the renewal of their lease.

Sincerely,

Holly Denman

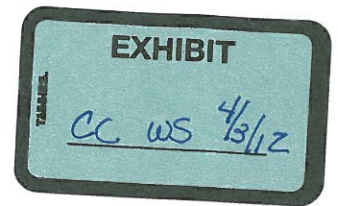
Founding Director

Cascade Heights Public Charter School

www.cascadeheights.org



Milwaukie on board with the arts...



Dear City Council and Mayor Ferguson,

March 21, 2012

As a city committee, artMOB would like to express our support of renewing the lease for New Century Player's (NCP) use of the Bertman House.

NCP has benefited and collaborated with artMOB through the committee's short existence. When artMOB first began, NCP served as our fiscal agent—allowing the committee's money to be stored separately from the city's accounts (the city's finance director at the time thought that would be helpful). They have helped artMOB increase our community presence through flashmobs at the Milwaukie Farmer's Market.

NCP provided entertainment for the city of Milwaukie's volunteer recognition event free of charge in 2010 with skits and improv. NCP also does an annual murder mystery dinner theater to raise funds for "Meals on Wheels" at the Milwaukie Center.

As we understand it, NCP faces several challenges in offering plays within Milwaukie proper. The Milwaukie High School theater is full during the school year with their plays, and without air conditioning in the summer, it is not an attractive facility during the summer months. As such, NCP doesn't currently have performances in Milwaukie proper beyond the murder mystery dinner theater at the Milwaukie Center. While Milwaukie lacks appropriate theater facilities beyond the High School, artMOB is considering ways to try to pull NCP into more Milwaukie based programming in their regular season. We have invited members of the NCP to attend an upcoming meeting to discuss options.

Having arts non-profits associated with our city is important to the community-at-large, as it will help us to provide artistic experiences to adults and children alike. Renewing NCP's lease at the Bertman House is one way that we can help a small non-profit to continue to flourish and grow in our community.

Thank you for your time and effort in considering this matter, and we, as a committee, hope to have New Century Players living and breathing in our community for years to come.

Sincerely,

Milwaukie Arts Committee
artMOB

Enriching our community by encouraging, promoting and facilitating the arts in the City of Milwaukie.

www.artMOB.net

**MILWAUKIE CITY COUNCIL
WORK SESSION**

APRIL 3, 2012

MILWAUKIE CITY HALL

Conference Room
10722 SE Main Street

A light dinner will be served

WORK SESSION – 5:00 P.M.

| | <u>Time</u> | <u>Topic</u> | <u>Presenter</u> | <u>Page #</u> |
|----|-------------|--|------------------|---------------|
| 1. | 5:00 p.m. | City Manager's Report <ul style="list-style-type: none">• Council Goals Review | Bill Monahan | 1 |
| 2. | 5:30 p.m. | Susan Lehr, North Clackamas Chamber of Commerce CEO | Mayor Ferguson | |
| 3. | 5:40 p.m. | New Century Players, Bertman House Lease | Kenny Asher | |
| 4. | 5:55 p.m. | Community Service Department Matters <ul style="list-style-type: none">• Municipal Lot Fundraiser Use• Update on Dual Interest Area Outreach• Update on Mural Program Outreach | Beth Ragel | 4 |
| 5. | 6:15 p.m. | Police Department Matters <ul style="list-style-type: none">• Peer Support Services• Cycle Oregon Memorandum of Understanding | Bob Jordan | 31 |
| 6. | 6:30 p.m. | Update on Quiet Zones | Gary Parkin | |
| 7. | 6:45 p.m. | Adjourn | | |

Information

Executive Session: The City Council may meet in executive session 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.

Public Notice

- The Council may vote in work session on non-legislative issues.
- The time listed for each discussion item is approximate. The actual time at which each item is considered may change due to the length of time devoted to the one previous to it.

- The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.
- The City of Milwaukie is committed to providing equal access to information and public meetings per the Americans with Disabilities (ADA). If you need special accommodations, please call 503.786.7502 or email ocr@ci.milwaukie.or.us at least 48 hours prior to the meeting.



Agenda Item: WS 1
Meeting Date: 4/3/12

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Council Goals

Prepared By: Teri Bankhead, Asst. to the City Manager

Dept. Head Approval: Bill Monahan, City Manager

City Manager Approval: Bill Monahan, City Manager

Reviewed by City Manager:

Issue Before the Council

Review and confirmation of the revised 2012 Council Goals

Staff Recommendation

Confirm the revisions and direct staff to proceed with work on the goals

Key Facts & Information Summary

In early 2011 Council set 20 goals and prioritized nine of them for the 2011-2012 fiscal year. Staff developed a spreadsheet to track progress on these goals with the purpose of reporting quarterly to Council. At the October 18, 2011 work session, staff presented an update on the work towards those goals to date. On February 28, 2012, staff again brought forth to a study session a progress report on the Council goals. At that time Council made some revisions to the goals for 2012, and created three separate lists: 1) priority; 2) unprioritized; and 3) ongoing projects. Some goals were moved between the priority and nonpriority lists while others were categorized as ongoing, as staff has made headway and continues to work on these. Other goals were combined to eliminate redundancy. There remain nine goals as priority, three unprioritized goals, and six ongoing projects. Council requested that the quiet zone be discussed at the April 3rd work session. The revised lists are attached for review and consideration.

Other Alternatives Considered

Revise the goals

City Council Goals

2012 Council Goal Lists Attached

Attachment List

2012 Council Goal Lists

Fiscal Notes

2012 CITY COUNCIL TOP 9 PRIORITIZED GOALS

1. Identify where the \$5 million for light rail comes from
2. Pursue economic development initiatives
 - a. Promote small business investment and development that capitalize on making Milwaukie a unique destination
 - b. Promote development of neighborhood-centered commercial centers, including 20-minute walking neighborhoods
 - c. Promote downtown as a special place
 - d. Identify facilities in the City to attract destination events and activities
 - e. Continue to explore the opportunity to bring minor league baseball and secure the ODOT property.
3. Complete a fair wastewater agreement with Clackamas County Service District #1 and make the Kellogg Plant a good neighbor
4. Parks District Master Plan:
 - a. Continue development of Riverfront Park
 - b. Bring forward cost and scope information to complete Master Plans for Kronberg and Balfour Parks and complete the plan for Kronberg Park by the time light rail opens
 - c. Complete Kellogg for Coho Project by Jan. 1, 2016
 - d. Determine if funding of City parks and open spaces can be part of a NCPD levy
5. Develop a plan for consideration of Ledding Library expansion options
6. Develop the station building with the Light rail line so the building is in place when the Light Rail line opens in Milwaukie
7. Review the City's boundaries - negotiate with Happy Valley in establishing Milwaukie's eastern border
8. Establish a Quiet Zone

*Note: Set for April 3 work session

- a. Status Report
 - i. What has been done?
 - ii. What's left to do?
 - iii. What's an achievable product?
- b. Timeline

- c. Funding Source
 - d. Expense Limit
9. Allocate resources within the Capital Improvement Plan to
- Improve livability in the neighborhoods
 - Conduct an analysis of a possible sidewalk maintenance/improvement fee program – considering sidewalk walkability in neighborhoods and designation of safety corridors in school zones.

2012 CITY COUNCIL UNPRIORITIZED GOALS

- Gather more information on Tree City USA designation, assess current greening efforts, and decide how the City will care for City parks, open space, median strips and other public area that are the responsibility of the City
- Develop an intra-city transportation system to coordinate with Light Rail
- Review Public Facilities Study and provide direction for implementation

ONGOING PROJECTS

- Improve collaboration between Council, Boards, Commissions, Committees, and Neighborhood District Associations
- Cultivate other avenues of two-way communication between City and citizens
- Council play a greater role in regional bodies
- Address emergency preparedness by developing and implementing a plan of what the City does to prepare and respond to an emergency while assisting City residents to become sufficiently prepared
- Coordinate with other local governments to facilitate efficiencies: school, fire, others
- Move from a reactive to proactive Code Enforcement Program in the City



Agenda Item: Work Session
Meeting Date: 4/3/2012

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: New Century Players: Bertman House Lessee

Prepared By: Kenneth Asher, Community Development and Public Works Director
Dept. Head Approval: Kenneth Asher
City Manager Approval: Bill Monahan
Reviewed by City Manager:

ISSUES BEFORE THE COUNCIL

Council will be introduced, or reacquainted with, the New Century Players (NCP), who lease the Bertman House at 11022 SE 37th Avenue. The lease is due to expire in May 2012. The New Century Players are a community organization and Milwaukie business; and tenant of a city-owned property.

STAFF RECOMMENDATION

None. No action is being taken at this work session.

KEY FACTS & INFORMATION SUMMARY

The NCP are looking to renew their lease with the City for use of the Bertman House in exchange for renovation improvements and grounds keeping.

OTHER ALTERNATIVES CONSIDERED

Not Applicable, as no action is sought.

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

1. NCP Annual Reports
2. 3/12/12 Letter from NCP Managing Director
3. Bertman House Lease Agreement

FISCAL NOTES

There are no fiscal impacts associated with this update.



To: Mayor and City Council

Through: Bill Monahan, City Manager

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

Subject: New Century Players: Bertman House Lessee

Date: March 16, 2010 for the April 3 Work Session

ACTION REQUESTED

None. New Century Players is a nonprofit organization that has been occupying the city-owned Bertman House at 11022 SE 37th Avenue under a lease agreement since 2007. With the lease due to expire in May 2012, Council will be introduced to (or reacquainted with) New Century Players as a community organization and Milwaukie business, and tenant of a city-owned property.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

April 2007 – City Council adopted Resolution 23-2007 authorizing the City Manager to execute a lease agreement with New Century Players.

November 2006 – City Council discussed a proposal to rent the Bertman House to New Century Players and expressed strong support for the idea.

BACKGROUND

In 2007, the City and New Century Players (“NCP”), a 501c3 non-profit arts organization, executed a lease agreement under which NCP would occupy the city-owned house at 37th and Washington (the “Bertman House”) for five years in exchange for renovation improvements and grounds keeping. The lease defined specific building maintenance and repair needs that NCP would complete at its own expense, as well as a provision to make office space, meeting space and wall space available to other artists and arts organizations. These community enhancements would be in lieu of rent payments to the City.

NCP has complied with the terms of the lease, with the exception of a window replacement provision, which was mutually agreed to be postponed by NCP and the City. Annual reports and some before and after photos, are included as Attachment 1 to this staff report.

NCP would like to renew its lease with the City. See Attachment 2.

Lease renewal negotiations are underway. The City Manager recommended that the organization be introduced to(or reacquainted with) the Milwaukie City Council, as most of the Council was not in place when the original lease was signed in 2007. NCP representatives will be at the April 3 work session to explain the organization's mission and connections to the City of Milwaukie.

Staff will be on-hand to take any direction or follow-up on any City Council questions as they pertain to a possible lease renewal. Should the Council direct staff to negotiate a new lease with NCP, staff would do so and return to the Council with a newly structured lease agreement that Council would consider by resolution.

CONCURRENCE

There is no action with which to concur. Members of the City's Arts Committee have relationships with the theater company and may want to address the City Council at the work session. The Bertman House is adjacent to one of the City's well sites. The city's Water Specialist and Water Supervisor report that NCP has been a responsible neighbor by abiding the lease provision that prohibits the use of pesticides on the property.

FISCAL IMPACTS

There are no fiscal impacts associated with this update. However, Council is encouraged to begin considering the fiscal impacts of a possible lease renewal. The current arrangement obviates the need for the City to maintain the Bertman House and grounds, which is estimated to save \$4,620 annually for monthly utility, security and landscape maintenance costs.

The City has not tested the rental market to identify a new tenant capable of making a monthly rent payment; however such a search can be conducted, recognizing the challenges of the office rental market in Milwaukie, zoning issues, neighborhood input, etc.

WORK LOAD IMPACTS

The Bertman House lease renewal will be handled by the Community Development Department and the City Attorney. Depending on Council direction, the renegotiation process will take between five and twenty hours of time in the Community Development Department, and between three and six hours of legal. This work can be accomplished over the next two months with no impact on other projects.

ALTERNATIVES

Not applicable, as no action is sought.

ATTACHMENTS

1. NCP Annual Reports
2. 3/12/12 Letter from NCP Managing Director
3. 2007 Bertman House Lease Agreement

ATTACHMENT 1
NEW CENTURY PLAYERS
Report to the City of Milwaukee
Bertman House Maintenance and Repairs
2/24/2012

The following is documentation of the repairs, refurbishment and maintenance New Century Players has done to the Bertman House in keeping with our Lease from the City. Lease requirements are in blue and fulfillment of requirement is in red. Pictures (when available) are in the attached Appendix and labeled according to lease requirement lettering. The following are Lease requirements for Year Four (2010-2011):

Lease Requirement listing: a. **Permit and install energy efficient windows throughout the building.**

Because of the cost of previous lease requirements, a difficult economy, and the cosmetic nature of this requirement, the window replacement lease requirement was postponed, per discussions with City representative Paul Shirey.

Lease Requirement listing: b. **Maintain continual upkeep and landscaping maintenance on building grounds and exterior.**

We have maintained the upkeep and landscaping maintenance on building grounds and exterior, with volunteer labor and the support of the city of Milwaukee landscaping crews. Pruned, including overgrown shrub obscuring handicapped parking sign, removed dead plants, weeded beds, repaired rotted board in handicapped ramp, improved signage on front door.

Lease Requirement listing: c. **Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.**

We have discussed sharing space with different parties (the County Cable channel, Stumptown Stages, ArtMob, Boys and Girls Aid Society) about use of space. None have requested use of said space at this point.

NEW CENTURY PLAYERS
Report to the City of Milwaukee
Bertman House Maintenance and Repairs
2/24/2012

Lease Requirement listing: d. Prepare and submit to Landlord an annual report documenting progress made toward the completion of items a. through e. noted above. The report shall include photo documentation of work performed and the results. This report is a combined 2010-2012 report for Year Four and Five of our lease contract.

Additional information: The roof replacement reported begun in September 2010 was completed on 10/10/10.

In addition to standard interior upkeep, New Century Players professionally repaired two leaking toilets and two leaking sinks on 1/3/2012.

Report prepared by Elisabeth Goebel
New Century Players Managing Director

NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs
08/09

The following is documentation of the repairs, refurbishment and maintenance New Century Players has done to the Bertman House in keeping with our Lease from the City. Lease requirements are in blue and fulfillment of requirement is in red. Pictures (when available) are in the attached Appendix and labeled according to lease requirement lettering. The following are Lease requirements for Year Two (2008-09) and Three (2009-10):

Lease Requirement listing: a. **Repair all damaged or blocked attic or under-floor vents.**
This was done as part of the fulfillment of Lease Requirement item "c" for this time period.

Lease Requirement listing: b. **Remove and replace all insect damaged wood noted in inspection report and treat the structure for the removal of carpenter ants and powder post beetles. Chemicals used to accomplish this must have prior approval of Landlord described in Section 3.3.**
This was done in the basement when the abandoned leaking water heater was removed from the first/second floor wall space in 2008.

Lease Requirement listing: c. **Abandon use of the existing oil furnace. This may be accomplished by converting to an alternative heating system or by utilizing a series of electric baseboards or cadet type heaters. A permit will be required for this work.**
With all required permits and new gas installation, a cost-effective gas furnace was installed and the old oil furnace removed. All related duct work and venting was replaced or repaired. Work completed: 01/07/09 (Cost: \$7000)

Lease Requirement listing: d. **Replace the roof and repair any related dry rot or structural damage. Remove chimney or clean and implement additional chimney stabilization measures on the north side of the building. A licensed structural engineer must design any such measures. A permit will be required for this work.**
Because of the cost of the lease requirement "c", we had no funding for this in year two. We hope to accomplish this in year three.

NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs
08/09

Lease Requirement listing: e. **Maintain continual upkeep and landscaping maintenance on building grounds and exterior.**
We have maintained the upkeep and landscaping maintenance on building grounds and exterior.

Lease Requirement listing: f. **Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.**
We have met with a couple different parties (including the County Cable channel) about use of space and to this point no one has formally requested use of said space. We have been working with the new Milwaukie arts commission (artMOB) and have become their fiscal agent of record, but this point, our relationship with them has not required use of space.

Lease Requirement listing: g. **Prepare and submit to Landlord an annual report documenting progress made toward the completion of items a. through e. noted above. The report shall include photo documentation of work performed and the results.**
This report is our 2008-09 annual report for Year Two of our lease contract.

NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs
08/09
Appendix

Lease Requirement B/C:

Basement/ Furnace (Before):



Basement/New Furnace(After):



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Lease Requirement E:

Outside Maintenance (June '09):



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The following is documentation of the repairs, refurbishment and maintenance New Century Players has done to the Bertman House in keeping with our Lease from the City. Lease requirements are in blue and fulfillment of requirement is in red. Pictures (when available) are in the attached Appendix and labeled according to lease requirement lettering. The following are Lease requirements for Year One:

- Lease requirement listing: a. **Repair the accessible entry ramp to a safe condition.**
The handicap accessible entry ramp and attached railing has been repaired and supported to a safe and stable condition.
- Lease requirement listing: b. **Install a code compliant handrail on at least one side of the front entry stair.**
A handrail is currently being soddered and will installed by a local professional contractor within 90 days.
- Lease requirement listing: c. **Install a code compliant handrail on at least one side of the stairs to the second floor and replace the window on the landing with tempered glazing.**
A code compliant handrail has been installed and window installed with tempered glazing.
- Lease requirement listing: d. **Contract with a licensed electrical contractor to permit and repair all electrical deficiencies noted in the inspection report provided by Crawford Inspection Service dated July 13, 2004.**
A licensed electrical contractor repaired all deficiencies. Also, Clackamas County Fire came in and made an inspection finding additional deficiencies. These have all been rectified and repaired to their satisfaction according to a personal inspection dated December, 2007.
- Lease requirement listing: e. **Engage a reputable HVAC contractor to service the existing furnace and verify its safety.**
The existing furnace was inspected and verified safe in October, 2007. We purchased 200 gallons of oil to get through the winter. We are currently raising funds to convert to a high efficiency gas furnace within the next 8 months.
- Lease requirement listing: f. **Refurbish the interior first and second floors to the satisfaction of the tenant.**
We chose to patch and paint in four rooms. We also removed fluorescent lighting in two rooms and replaced it with more decorative lighting.
- Lease requirement listing: g. **Refurbish, clean or improve basement/cellar access to the satisfaction of the tenant. Structural alterations will require permits and prior approval from the Landlord.**
We have cleaned much of the basement/cellar out, but there are many items left by the Milwaukie Museum and the Fire Department that we are unsure about.

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Lease requirement listing: h. **Maintain continual upkeep and landscaping maintenance on building grounds and exterior.**
We are continuing to work on the landscaping through the different seasons.

Lease requirement listing: i. **Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the Tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.**
At this point we have only been approached by Grady Wheeler and the possibility of a video/editing/storage area for the city. No arrangement has been made at this time.

Lease requirement listing j. **Prepare and submit to Landlord an annual report documenting progress made toward the completion of items a. through i. noted above. The report shall include photo documentation of work performed and the results.**
This report is a completion of this Lease requirement listing.

ATTACHMENT 2



503.367.2620

info@newcenturyplayers.org
www.newcenturyplayers.org

Office:

11022 SE 37th Ave
Milwaukie, OR 97222

12 March 2012

Recognizing that our lease of the Bertman House (11022 SE 37th Avenue) ends in 60 days, New Century Players requests a meeting to discuss extending our lease.

We are grateful for the opportunities having the Bertman House as our base of operation provides. Not only does it give us office space, but also costume, prop, and set storage. New Century Players owns hundreds of costumes and props. Currently, costumes fill two upstairs rooms (with plans to expand into a third) and props fill two rooms downstairs. Previously, our costumes and props were stored in various volunteers' homes. Having everything in one place is a huge boon. Other theatres in the Portland area are able to rent or borrow our props and costumes easily, cementing our relationships with other arts organizations.

In addition to office and storage space, we have been able to use Bertman House as a meeting space for our board and production meetings. It is also an easily found location to hold auditions and rehearsals. Most importantly, it gives us a presence in the community of Milwaukie, among our audience base.

In return, New Century Players has taken great care of Bertman House. Since our occupation, NCP volunteers have patched plaster and painted walls. We have replaced aging light fixtures and maintained existing ones. Volunteers clean, organize, check mail, maintain the handicapped ramp, trim shrubbery, and care for the space.

In 2009, NCP spent \$7000 to replace the existing furnace with a new, cost-effective gas furnace. In 2010, NCP spent \$4000 towards the cost of a complete roof replacement, including stabilizing the chimney.

These costs represent a huge outlay for us. New Century Players Community Theatre is an all-volunteer organization, relying solely on the energy and goodwill of our board, our members, and our supporters. Our income is derived solely from ticket sales, program ads, donations from patrons, and small grants.

New Century Players is a 501 (c) 3 non-profit corporation. Tax ID# 87-0731092

A less tangible benefit of NCP's lease of the Bertman House is that we continue a regular watchful presence. A board member or volunteer goes by the property at least once per week (and usually more) to check the mail, attend a meeting, pick up costumes or props, maintain the files, and check the house in general. Recently, we discovered a silent leak in one of the toilets, as well as two leaking sinks. NCP hired a plumber to repair the leaks. Without a regular presence at the Bertman house, these leaks might have caused hundreds of dollars in repairs and water bills.

Again, we are so grateful to the City of Milwaukie for allowing us to lease the house these past five years. New Century Players would like to continue this partnership with the city, supporting both the arts and community involvement.

Sincerely,



Elisabeth Goebel
Managing Director
New Century Players

COMMERCIAL LEASE

Date: May 1, 2007

Between: THE CITY OF MILWAUKIE ("Landlord")
10722 SE Main Street
Milwaukie, OR 97222

And: NEW CENTURY PLAYERS, Inc. ("Tenant")
7740 SE Harmony Road
Milwaukie, OR 97222

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

The building area leased to tenant is the second floor of the property at 11022 SE 37th Ave, Milwaukie, Oregon, tax lot 1S1E36ADO2500. The total square footage leased to Tenant is 940 square feet (the second floor of the building). Although the remaining area of the building is not leased to Tenant, Tenant shall also be entitled to periodically utilize other areas of the building. Such use of additional space shall be subject to scheduling use through the Landlord, for the purpose of making repairs consistent with Section 2 of this lease. It is the intent of the parties that Tenant eventually will lease additional space up to the entire building. Landlord retains control over the water system facilities that are within a separate building co-located on the property. The water system facilities will not be part of a future lease to Tenant.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall be for five years, commence May 1, 2007, and continuing through May 1, 2012, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on May 1, 2007.

1.3 Renewal Option. If the lease is not in default, Tenant shall have the right to renew this lease for one (1) five year term as follows:

(1) The renewal term shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than 6 months prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties, other than the Landlord and Tenant shall then be bound to negotiate the rent. The rent will be negotiated once the notice of election to renew is received by Landlord. The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant will no longer have an option to renew this lease.

(3) If the parties do not agree on the rent within 60 days after notice of election to renew, the rent shall be determined by arbitration as provided in Section 14.

Section 2. Rent

2.1 Tenant shall secure any required permits or approvals, complete the following improvements to the property, and complete an annual report documenting the repairs and maintenance performed in lieu of rent payments to Landlord, in exchange for use of the property within the five year lease term:

- Year One:
- a. Repair the accessible entry ramp to a safe condition.
 - b. Install a code compliant handrail on at least one side of the front entry stair.
 - c. Install a code compliant handrail on at least one side of the stairs to the second floor and replace the window on the landing with tempered glazing.
 - d. Contract with a licensed electrical contractor to permit and repair all electrical deficiencies noted in the inspection report provided by Crawford Inspection Service dated July 13, 2004.
 - e. Engage a reputable HVAC contractor to service the existing furnace and verify its safety.
 - f. Refurbish the interior first and second floors to the satisfaction of the tenant.
 - g. Refurbish, clean or improve basement/cellar access to the satisfaction of the tenant. Structural alterations will require permits and prior approval from the landlord.
 - h. Maintain continual upkeep and landscaping maintenance on building grounds and exterior.
 1. Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the Tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.
 - j. Prepare and submit to Landlord an annual report documenting

progress made toward the completion of items a. through i. noted above. The report shall include photo documentation of work performed and the results.

- Years Two & Three:
- a. Repair all damaged or blocked attic or under-floor vents.
 - b. Remove and replace all insect damaged wood noted in inspection report and treat the structure for the removal of carpenter ants and powder post beetles. Chemicals used to accomplish this must have prior approval of Landlord described in Section 3.3.
 - c. Abandon use of the existing oil furnace. This may be accomplished by converting to an alternative heating system or by utilizing a series of electric baseboards or cadet type heaters. A permit will be required for this work.
 - d. Replace the roof and repair any related dry rot or structural damage. Remove chimney or clean and implement additional chimney stabilization measures on the north side of the building. A licensed structural engineer must design any such measures. A permit will be required for this work.
 - e. Maintain continual upkeep and landscaping maintenance on building grounds and exterior.
 - f. Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.
 - g. Prepare and submit to Landlord an annual report documenting progress made toward the completion of items a. through e. noted above. The report shall include photo documentation of work performed and the results.

- Years Four & Five:
- a. Permit and install energy efficient windows throughout the building. Permit and repair any related dry rot or structural damage.
 - b. Maintain continual upkeep and landscaping maintenance on building grounds and exterior.
 - c. Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.
 - d. Prepare and submit to Landlord an annual report documenting

progress made toward the completion of items a. and b. noted above. The report shall include photo documentation of work performed and the results.

2.2 Additional Rent. Landlord and tenant shall negotiate payment of additional rent for years four and five during year three. If Landlord makes payments for real property taxes related to tenant's occupancy of the property, and such taxes will continue to be assessed in year four or five, during negotiation of additional rent the parties shall discuss and determine the allocation of tax payment obligation.

2.3 Utilities. Landlord shall be responsible for the cost of certain utilities in years one, two and three of the original term: water, sewer, storm drainage, routine weekly solid waste collection (not the cost of collection and disposal of materials by special request), security services and transportation fees. Tenant shall be responsible for the cost of telephone, cable, electrical, and heating expenses.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for office space and for no other purpose without the consent of Landlord, which consent shall not be withheld unreasonably. For the purposes of this lease, "office space" is intended to include use of the facility for meeting rooms and art display.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord. Tenant is permitted to hang artwork for display purposes on interior walls. Care should be taken to repair marks and nail holes on an ongoing basis to maintain a neat and clean appearance. Tenant is permitted to hang a temporary (e.g. "New Home of...") banner or sign for up to 90 days from occupancy, provided the banner or sign is no larger than 16 square feet. Tenant is also permitted to display a permanent sign provided it is no larger than four square feet.

3.3 Protective Restrictions.

(1) Tenant shall not cause or permit use of herbicides or pesticides on the premises without permission of Landlord. A written request for such use must be presented to Landlord at least 45 days in advance and reviewed by the City's Water Quality Control Coordinator and the Oregon Drinking Water Program Hydrologist. The request must contain the following information:

- a. Purpose of chemical use.
- b. Label name of product and copy of label and Material Safety Data Sheet (MSDS).
- c. Graphic depiction of area of use.
- d. Application rate and total use.

(2) Tenant may use only small amounts of low nitrate organic fertilizer in landscape areas and only with prior approval of the City's Water Quality Control Coordinator.

(3) Storage of Hazardous Substances (other than routine household cleaners in less than one gallon containers) is prohibited. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material organic or synthetic as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

(4) Parking. Vehicle parking is limited to paved areas only. There is no parking allowed in the first position next to north side of well house located on the site. All tenant vehicles must be able to be moved on short notice to facilitate emergency repair to well site or emergency operations.

Section 4. Obligations

4.1 Landlord's Obligations. Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to the Premises.

(2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 5.2 dealing with waiver of subrogation.

(3) Ordinary maintenance of the heating and air conditioning system and any repairs necessary because of improper maintenance.

(4) As set forth in Section 3.2, any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 4.2.

(5) Prepare and provide annual reports documenting repairs and maintenance that are required in Section 2.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant.

4.4 Reimbursement for Repairs Assumed. If Tenant either fails or refuses to make repairs that are required by Section 3 or this Section 4, Landlord may make the repairs and charge the actual cost of repairs to Tenant. Such expenditures shall be reimbursed by Tenant on demand by Landlord.

4.5 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times with 24 hour written notice to Tenant.

4.6 Limitation on Tenant's Obligation to Make Repairs. If while performing repairs Tenant encounters unforeseen latent conditions in the building that cause it to be unable to complete the requirements of Section 2.1, Tenant shall inform Landlord to discuss the concern. Tenant and Landlord shall meet and discuss whether a modification of the improvement schedule in Section 2.1 is needed. Upon independent evaluation and verification of the conditions, Landlord will grant permission to a modification of the improvement schedule.

Section 5. Insurance

5.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall carry similar insurance insuring the property of Tenant on the Premises against such risks.

5.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's

successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 6. Taxes

6.1 Personal Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises.

6.2 Real Property Taxes. Landlord is exempt from paying real property taxes levied against the Premises. It is the intent of the parties that the entire property continue to be exempt from taxation, however, Tenant must establish and maintain tax-exempt status. The parties recognize that tax-exempt status will be determined by Clackamas County or the State of Oregon. Tenant shall be responsible for filing with Clackamas County an Application For Real and Personal Property Tax Exemption for the portion of the property under its control. If Tenant fails to qualify for tax exemption, Landlord shall take responsibility for paying the full tax obligation in those years that tenant does not qualify, but limited to years one, two and three. The obligation for Landlord to pay taxes only exists if 1) Tenant submits a written request explaining the status of Tenant's Real and Personal Property Tax Exemption application and organizational financial status, and, 2) Landlord finds that tenant has diligently attempted to attain exempt status. Any real or personal property tax obligation arising from Tenant's use of the property in years four and five shall be determined by the parties during year three as part of negotiations on Additional Rent, as described in Section 2.2 of this Lease. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant or personal property.

Section 7. Liability and Indemnity

7.1 Liens.

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent which shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy that Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a

lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

7.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant including any such claim, loss, or liability that may be caused or contributed to in whole or in part by Landlord's own negligence or failure to effect any repair or maintenance required by this lease. Landlord shall have

no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises.

7.3 Liability Insurance. Before going into possession, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

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

Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant, and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring a 10-day written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 8. Quiet Enjoyment; Mortgage Priority

Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease them free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Section 9. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. Landlord may withhold or condition such consent in its sole and arbitrary discretion. "Assignment and subletting" shall not be construed to include those times when Tenant, consistent with the requirements stated in Section 2.1 of this Lease, makes space available to other local artists, arts organizations or city-sponsored events to utilize office space, meeting space and wall space for limited duration purposes.

Section 10. Default

The following shall be events of default:

10.1 Default in Rent. Failure of Tenant to perform its obligations as stated in Section 2.

10.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than Section 2) within 15 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 15 day period, this provision shall be complied with if Tenant begins correction of the default within the 15 day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

10.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this Section 10.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

10.4 Abandonment. Failure of Tenant for 30 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 11. Remedies of Default

11.1 Termination. In the event of a default, the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant of the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

11.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

Section 12. Surrender at Expiration

12.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

12.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 10 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the

date of expenditure by Landlord.

12.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially

interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 12.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 60 days prior to the termination date that shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 13. Miscellaneous

13.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

13.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

13.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

13.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

13.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

13.6 Time of Essence. Time is of the essence of the performance of each of Tenants

obligations under this lease.

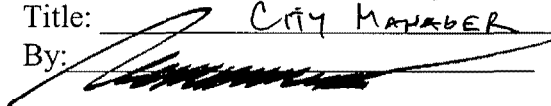
Section 14. Arbitration

14.1 Disputes to Be Arbitrated. If any dispute arises between the parties, either party may request arbitration and appointment as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within 10 days of choosing the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the premises are located to appoint the required arbitrator.

14.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the lease premises are located. The parties shall share costs of the arbitration equally, but each party shall pay its own attorney fees incurred in connection with the arbitration.

THE CITY OF MILWAUKIE, an Oregon
municipal corporation

NEW CENTURY PLAYERS, Inc. an
Oregon non-profit corporation

Printed Name: Mike Swanson
Title: CITY MANAGER
By: 

Printed Name: Kelley Marchant
Title: MANAGING DIRECTOR
By: Kelley Marchant



Agenda Item: Work Session
Meeting Date: 4/3/2012

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: New Century Players: Bertman House Lessee

Prepared By: Kenneth Asher, Community Development and Public Works Director
Dept. Head Approval: Kenneth Asher
City Manager Approval: Bill Monahan
Reviewed by City Manager:

ISSUES BEFORE THE COUNCIL

Council will be introduced, or reacquainted with, the New Century Players (NCP), who lease the Bertman House at 11022 SE 37th Avenue. The lease is due to expire in May 2012. The New Century Players are a community organization and Milwaukie business; and tenant of a city-owned property.

STAFF RECOMMENDATION

None. No action is being taken at this work session.

KEY FACTS & INFORMATION SUMMARY

The NCP are looking to renew their lease with the City for use of the Bertman House in exchange for renovation improvements and grounds keeping.

OTHER ALTERNATIVES CONSIDERED

Not Applicable, as no action is sought.

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

1. NCP Annual Reports
2. 3/12/12 Letter from NCP Managing Director
3. Bertman House Lease Agreement

FISCAL NOTES

There are no fiscal impacts associated with this update.



To: Mayor and City Council

Through: Bill Monahan, City Manager

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

Subject: New Century Players: Bertman House Lessee

Date: March 16, 2010 for the April 3 Work Session

ACTION REQUESTED

None. New Century Players is a nonprofit organization that has been occupying the city-owned Bertman House at 11022 SE 37th Avenue under a lease agreement since 2007. With the lease due to expire in May 2012, Council will be introduced to (or reacquainted with) New Century Players as a community organization and Milwaukie business, and tenant of a city-owned property.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

April 2007 – City Council adopted Resolution 23-2007 authorizing the City Manager to execute a lease agreement with New Century Players.

November 2006 – City Council discussed a proposal to rent the Bertman House to New Century Players and expressed strong support for the idea.

BACKGROUND

In 2007, the City and New Century Players (“NCP”), a 501c3 non-profit arts organization, executed a lease agreement under which NCP would occupy the city-owned house at 37th and Washington (the “Bertman House”) for five years in exchange for renovation improvements and grounds keeping. The lease defined specific building maintenance and repair needs that NCP would complete at its own expense, as well as a provision to make office space, meeting space and wall space available to other artists and arts organizations. These community enhancements would be in lieu of rent payments to the City.

NCP has complied with the terms of the lease, with the exception of a window replacement provision, which was mutually agreed to be postponed by NCP and the City. Annual reports and some before and after photos, are included as Attachment 1 to this staff report.

NCP would like to renew its lease with the City. See Attachment 2.

Lease renewal negotiations are underway. The City Manager recommended that the organization be introduced to(or reacquainted with) the Milwaukie City Council, as most of the Council was not in place when the original lease was signed in 2007. NCP representatives will be at the April 3 work session to explain the organization's mission and connections to the City of Milwaukie.

Staff will be on-hand to take any direction or follow-up on any City Council questions as they pertain to a possible lease renewal. Should the Council direct staff to negotiate a new lease with NCP, staff would do so and return to the Council with a newly structured lease agreement that Council would consider by resolution.

CONCURRENCE

There is no action with which to concur. Members of the City's Arts Committee have relationships with the theater company and may want to address the City Council at the work session. The Bertman House is adjacent to one of the City's well sites. The city's Water Specialist and Water Supervisor report that NCP has been a responsible neighbor by abiding the lease provision that prohibits the use of pesticides on the property.

FISCAL IMPACTS

There are no fiscal impacts associated with this update. However, Council is encouraged to begin considering the fiscal impacts of a possible lease renewal. The current arrangement obviates the need for the City to maintain the Bertman House and grounds, which is estimated to save \$4,620 annually for monthly utility, security and landscape maintenance costs.

The City has not tested the rental market to identify a new tenant capable of making a monthly rent payment; however such a search can be conducted, recognizing the challenges of the office rental market in Milwaukie, zoning issues, neighborhood input, etc.

WORK LOAD IMPACTS

The Bertman House lease renewal will be handled by the Community Development Department and the City Attorney. Depending on Council direction, the renegotiation process will take between five and twenty hours of time in the Community Development Department, and between three and six hours of legal. This work can be accomplished over the next two months with no impact on other projects.

ALTERNATIVES

Not applicable, as no action is sought.

ATTACHMENTS

1. NCP Annual Reports
2. 3/12/12 Letter from NCP Managing Director
3. 2007 Bertman House Lease Agreement

ATTACHMENT 1
NEW CENTURY PLAYERS
Report to the City of Milwaukee
Bertman House Maintenance and Repairs
2/24/2012

The following is documentation of the repairs, refurbishment and maintenance New Century Players has done to the Bertman House in keeping with our Lease from the City. Lease requirements are in blue and fulfillment of requirement is in red. Pictures (when available) are in the attached Appendix and labeled according to lease requirement lettering. The following are Lease requirements for Year Four (2010-2011):

Lease Requirement listing: a. **Permit and install energy efficient windows throughout the building.**

Because of the cost of previous lease requirements, a difficult economy, and the cosmetic nature of this requirement, the window replacement lease requirement was postponed, per discussions with City representative Paul Shirey.

Lease Requirement listing: b. **Maintain continual upkeep and landscaping maintenance on building grounds and exterior.**

We have maintained the upkeep and landscaping maintenance on building grounds and exterior, with volunteer labor and the support of the city of Milwaukee landscaping crews. Pruned, including overgrown shrub obscuring handicapped parking sign, removed dead plants, weeded beds, repaired rotted board in handicapped ramp, improved signage on front door.

Lease Requirement listing: c. **Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.**

We have discussed sharing space with different parties (the County Cable channel, Stumptown Stages, ArtMob, Boys and Girls Aid Society) about use of space. None have requested use of said space at this point.

NEW CENTURY PLAYERS
Report to the City of Milwaukee
Bertman House Maintenance and Repairs
2/24/2012

Lease Requirement listing: d. Prepare and submit to Landlord an annual report documenting progress made toward the completion of items a. through e. noted above. The report shall include photo documentation of work performed and the results. This report is a combined 2010-2012 report for Year Four and Five of our lease contract.

Additional information: The roof replacement reported begun in September 2010 was completed on 10/10/10.

In addition to standard interior upkeep, New Century Players professionally repaired two leaking toilets and two leaking sinks on 1/3/2012.

Report prepared by Elisabeth Goebel
New Century Players Managing Director

NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs
08/09

The following is documentation of the repairs, refurbishment and maintenance New Century Players has done to the Bertman House in keeping with our Lease from the City. Lease requirements are in blue and fulfillment of requirement is in red. Pictures (when available) are in the attached Appendix and labeled according to lease requirement lettering. The following are Lease requirements for Year Two (2008-09) and Three (2009-10):

Lease Requirement listing: a. **Repair all damaged or blocked attic or under-floor vents. This was done as part of the fulfillment of Lease Requirement item "c" for this time period.**

Lease Requirement listing: b. **Remove and replace all insect damaged wood noted in inspection report and treat the structure for the removal of carpenter ants and powder post beetles. Chemicals used to accomplish this must have prior approval of Landlord described in Section 3.3. This was done in the basement when the abandoned leaking water heater was removed from the first/second floor wall space in 2008.**

Lease Requirement listing: c. **Abandon use of the existing oil furnace. This may be accomplished by converting to an alternative heating system or by utilizing a series of electric baseboards or cadet type heaters. A permit will be required for this work. With all required permits and new gas installation, a cost-effective gas furnace was installed and the old oil furnace removed. All related duct work and venting was replaced or repaired. Work completed: 01/07/09 (Cost: \$7000)**

Lease Requirement listing: d. **Replace the roof and repair any related dry rot or structural damage. Remove chimney or clean and implement additional chimney stabilization measures on the north side of the building. A licensed structural engineer must design any such measures. A permit will be required for this work. Because of the cost of the lease requirement "c", we had no funding for this in year two. We hope to accomplish this in year three.**

NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs
08/09

- Lease Requirement listing: e. **Maintain continual upkeep and landscaping maintenance on building grounds and exterior.**
We have maintained the upkeep and landscaping maintenance on building grounds and exterior.
- Lease Requirement listing: f. **Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.**
We have met with a couple different parties (including the County Cable channel) about use of space and to this point no one has formally requested use of said space. We have been working with the new Milwaukie arts commission (artMOB) and have become their fiscal agent of record, but this point, our relationship with them has not required use of space.
- Lease Requirement listing: g. **Prepare and submit to Landlord an annual report documenting progress made toward the completion of items a. through e. noted above. The report shall include photo documentation of work performed and the results.**
This report is our 2008-09 annual report for Year Two of our lease contract.

NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs
08/09
Appendix

Lease Requirement B/C:

Basement/ Furnace (Before):



Basement/New Furnace(After):



NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs
08/09
Appendix

Lease Requirement E:

Outside Maintenance (June '09):



NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs
05/08

The following is documentation of the repairs, refurbishment and maintenance New Century Players has done to the Bertman House in keeping with our Lease from the City. Lease requirements are in blue and fulfillment of requirement is in red. Pictures (when available) are in the attached Appendix and labeled according to lease requirement lettering. The following are Lease requirements for Year One:

- Lease requirement listing: a. **Repair the accessible entry ramp to a safe condition.**
The handicap accessible entry ramp and attached railing has been repaired and supported to a safe and stable condition.
- Lease requirement listing: b. **Install a code compliant handrail on at least one side of the front entry stair.**
A handrail is currently being soddered and will installed by a local professional contractor within 90 days.
- Lease requirement listing: c. **Install a code compliant handrail on at least one side of the stairs to the second floor and replace the window on the landing with tempered glazing.**
A code compliant handrail has been installed and window installed with tempered glazing.
- Lease requirement listing: d. **Contract with a licensed electrical contractor to permit and repair all electrical deficiencies noted in the inspection report provided by Crawford Inspection Service dated July 13, 2004.**
A licensed electrical contractor repaired all deficiencies. Also, Clackamas County Fire came in and made an inspection finding additional deficiencies. These have all been rectified and repaired to their satisfaction according to a personal inspection dated December, 2007.
- Lease requirement listing: e. **Engage a reputable HVAC contractor to service the existing furnace and verify its safety.**
The existing furnace was inspected and verified safe in October, 2007. We purchased 200 gallons of oil to get through the winter. We are currently raising funds to convert to a high efficiency gas furnace within the next 8 months.
- Lease requirement listing: f. **Refurbish the interior first and second floors to the satisfaction of the tenant.**
We chose to patch and paint in four rooms. We also removed fluorescent lighting in two rooms and replaced it with more decorative lighting.
- Lease requirement listing: g. **Refurbish, clean or improve basement/cellar access to the satisfaction of the tenant. Structural alterations will require permits and prior approval from the Landlord.**
We have cleaned much of the basement/cellar out, but there are many items left by the Milwaukie Museum and the Fire Department that we are unsure about.

NEW CENTURY PLAYERS
Annual Report to the City of Milwaukie
Bertman House Maintenance and Repairs
05/08

Lease requirement listing: h. **Maintain continual upkeep and landscaping maintenance on building grounds and exterior.**
We are continuing to work on the landscaping through the different seasons.

Lease requirement listing: i. **Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the Tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.**
At this point we have only been approached by Grady Wheeler and the possibility of a video/editing/storage area for the city. No arrangement has been made at this time.

Lease requirement listing j. **Prepare and submit to Landlord an annual report documenting progress made toward the completion of items a. through i. noted above. The report shall include photo documentation of work performed and the results.**
This report is a completion of this Lease requirement listing.

ATTACHMENT 2



503.367.2620

info@newcenturyplayers.org
www.newcenturyplayers.org

Office:

11022 SE 37th Ave

Milwaukie, OR 97222

12 March 2012

Recognizing that our lease of the Bertman House (11022 SE 37th Avenue) ends in 60 days, New Century Players requests a meeting to discuss extending our lease.

We are grateful for the opportunities having the Bertman House as our base of operation provides. Not only does it give us office space, but also costume, prop, and set storage. New Century Players owns hundreds of costumes and props. Currently, costumes fill two upstairs rooms (with plans to expand into a third) and props fill two rooms downstairs. Previously, our costumes and props were stored in various volunteers' homes. Having everything in one place is a huge boon. Other theatres in the Portland area are able to rent or borrow our props and costumes easily, cementing our relationships with other arts organizations.

In addition to office and storage space, we have been able to use Bertman House as a meeting space for our board and production meetings. It is also an easily found location to hold auditions and rehearsals. Most importantly, it gives us a presence in the community of Milwaukie, among our audience base.

In return, New Century Players has taken great care of Bertman House. Since our occupation, NCP volunteers have patched plaster and painted walls. We have replaced aging light fixtures and maintained existing ones. Volunteers clean, organize, check mail, maintain the handicapped ramp, trim shrubbery, and care for the space.

In 2009, NCP spent \$7000 to replace the existing furnace with a new, cost-effective gas furnace. In 2010, NCP spent \$4000 towards the cost of a complete roof replacement, including stabilizing the chimney.

These costs represent a huge outlay for us. New Century Players Community Theatre is an all-volunteer organization, relying solely on the energy and goodwill of our board, our members, and our supporters. Our income is derived solely from ticket sales, program ads, donations from patrons, and small grants.

New Century Players is a 501 (c) 3 non-profit corporation. Tax ID# 87-0731092

A less tangible benefit of NCP's lease of the Bertman House is that we continue a regular watchful presence. A board member or volunteer goes by the property at least once per week (and usually more) to check the mail, attend a meeting, pick up costumes or props, maintain the files, and check the house in general. Recently, we discovered a silent leak in one of the toilets, as well as two leaking sinks. NCP hired a plumber to repair the leaks. Without a regular presence at the Bertman house, these leaks might have caused hundreds of dollars in repairs and water bills.

Again, we are so grateful to the City of Milwaukie for allowing us to lease the house these past five years. New Century Players would like to continue this partnership with the city, supporting both the arts and community involvement.

Sincerely,



Elisabeth Goebel
Managing Director
New Century Players

COMMERCIAL LEASE

Date: May 1, 2007

Between: THE CITY OF MILWAUKIE ("Landlord")
10722 SE Main Street
Milwaukie, OR 97222

And: NEW CENTURY PLAYERS, Inc. ("Tenant")
7740 SE Harmony Road
Milwaukie, OR 97222

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

The building area leased to tenant is the second floor of the property at 11022 SE 37th Ave, Milwaukie, Oregon, tax lot 1S1E36ADO2500. The total square footage leased to Tenant is 940 square feet (the second floor of the building). Although the remaining area of the building is not leased to Tenant, Tenant shall also be entitled to periodically utilize other areas of the building. Such use of additional space shall be subject to scheduling use through the Landlord, for the purpose of making repairs consistent with Section 2 of this lease. It is the intent of the parties that Tenant eventually will lease additional space up to the entire building. Landlord retains control over the water system facilities that are within a separate building co-located on the property. The water system facilities will not be part of a future lease to Tenant.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall be for five years, commence May 1, 2007, and continuing through May 1, 2012, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease shall commence on May 1, 2007.

1.3 Renewal Option. If the lease is not in default, Tenant shall have the right to renew this lease for one (1) five year term as follows:

(1) The renewal term shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than 6 months prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties, other than the Landlord and Tenant shall then be bound to negotiate the rent. The rent will be negotiated once the notice of election to renew is received by Landlord. The terms and conditions of the lease for the renewal term shall be identical with the original term except for rent and except that Tenant will no longer have an option to renew this lease.

(3) If the parties do not agree on the rent within 60 days after notice of election to renew, the rent shall be determined by arbitration as provided in Section 14.

Section 2. Rent

2.1 Tenant shall secure any required permits or approvals, complete the following improvements to the property, and complete an annual report: performing the repairs and maintenance performed in lieu of rent payments to Landlord, in exchange for use of the property within the five year lease term:

- Year One:
- a. Repair the accessible entry ramp to a safe condition.
 - b. Install a code compliant handrail on at least one side of the front entry stair.
 - c. Install a code compliant handrail on at least one side of the stairs to the second floor and replace the window on the landing with tempered glazing.
 - d. Contract with a licensed electrical contractor to permit and repair all electrical deficiencies noted in the inspection report provided by Crawford Inspection Service dated July 13, 2004.
 - e. Engage a reputable HVAC contractor to service the existing furnace and verify its safety.
 - f. Refurbish the interior first and second floors to the satisfaction of the tenant.
 - g. Refurbish, clean or improve basement/cellar access to the satisfaction of the tenant. Structural alterations will require permits and prior approval from the landlord.
 - h. Maintain continual upkeep and landscaping maintenance on building grounds and exterior.
 - 1. Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the Tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.
 - j. Prepare and submit to Landlord an annual report documenting

progress made toward the completion of items a. through i. noted above. The report shall include photo documentation of work performed and the results.

- Years Two & Three:
- a. Repair all damaged or blocked attic or under-floor vents.
 - b. Remove and replace all insect damaged wood noted in inspection report and treat the structure for the removal of carpenter ants and powder post beetles. Chemicals used to accomplish this must have prior approval of Landlord described in Section 3.3.
 - c. Abandon use of the existing oil furnace. This may be accomplished by converting to an alternative heating system or by utilizing a series of electric baseboards or cadet type heaters. A permit will be required for this work.
 - d. Replace the roof and repair any related dry rot or structural damage. Remove chimney or clean and implement additional chimney stabilization measures on the north side of the building. A licensed structural engineer must design any such measures. A permit will be required for this work.
 - e. Maintain continual upkeep and landscaping maintenance on building grounds and exterior.
 - f. Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.
 - g. Prepare and submit to Landlord an annual report documenting progress made toward the completion of items a. through e. noted above. The report shall include photo documentation of work performed and the results.

- Years Four & Five:
- a. Permit and install energy efficient windows throughout the building. Permit and repair any related dry rot or structural damage.
 - b. Maintain continual upkeep and landscaping maintenance on building grounds and exterior.
 - c. Make available office space, meeting space and wall space for other local artists, arts organizations or city-sponsored events. Availability shall be determined at the sole discretion of the tenant. Tenant shall notify landlord of any arrangements that will result in an ongoing co-occupancy of the premises, subject to Section 9.
 - d. Prepare and submit to Landlord an annual report documenting

progress made toward the completion of items a. and b. noted above. The report shall include photo documentation of work performed and the results.

2.2 Additional Rent. Landlord and tenant shall negotiate payment of additional rent for years four and five during year three. If Landlord makes payments for real property taxes related to tenant's occupancy of the property, and such taxes will continue to be assessed in year four or five, during negotiation of additional rent the parties shall discuss and determine the allocation of tax payment obligation.

2.3 Utilities. Landlord shall be responsible for the cost of certain utilities in years one, two and three of the original term: water, sewer, storm drainage, routine weekly solid waste collection (not the cost of collection and disposal of materials by special request), security services and transportation fees. Tenant shall be responsible for the cost of telephone, cable, electrical, and heating expenses.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for office space and for no other purpose without the consent of Landlord, which consent shall not be withheld unreasonably. For the purposes of this lease, "office space" is intended to include use of the facility for meeting rooms and art display.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord. Tenant is permitted to hang artwork for display purposes on interior walls. Care should be taken to repair marks and nail holes on an ongoing basis to maintain a neat and clean appearance. Tenant is permitted to hang a temporary (e.g. "New Home of...") banner or sign for up to 90 days from occupancy, provided the banner or sign is no larger than 16 square feet. Tenant is also permitted to display a permanent sign provided it is no larger than four square feet.

3.3 Protective Restrictions.

(1) Tenant shall not cause or permit use of herbicides or pesticides on the premises without permission of Landlord. A written request for such use must be presented to Landlord at least 45 days in advance and reviewed by the City's Water Quality Control Coordinator and the Oregon Drinking Water Program Hydrologist. The request must contain the following information:

- a. Purpose of chemical use.
- b. Label name of product and copy of label and Material Safety Data Sheet (MSDS).
- c. Graphic depiction of area of use.
- d. Application rate and total use.

(2) Tenant may use only small amounts of low nitrate organic fertilizer in landscape areas and only with prior approval of the City's Water Quality Control Coordinator.

(3) Storage of Hazardous Substances (other than routine household cleaners in less than one gallon containers) is prohibited. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material organic or synthetic as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

(4) Parking. Vehicle parking is limited to paved areas only. There is no parking allowed in the first position next to north side of well house located on the site. All tenant vehicles must be able to be moved on short notice to facilitate emergency repair to well site or emergency operations.

Section 4. Obligations

4.1 Landlord's Obligations. Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

4.2 Tenant's Obligations. The following shall be the responsibility of Tenant:

(1) Repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to the Premises.

(2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 5.2 dealing with waiver of subrogation.

(3) Ordinary maintenance of the heating and air conditioning system and any repairs necessary because of improper maintenance.

(4) As set forth in Section 3.2, any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 4.2.

(5) Prepare and provide annual reports documenting repairs and maintenance that are required in Section 2.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with use of the Premises by Tenant.

4.4 Reimbursement for Repairs Assumed. If Tenant either fails or refuses to make repairs that are required by Section 3 or this Section 4, Landlord may make the repairs and charge the actual cost of repairs to Tenant. Such expenditures shall be reimbursed by Tenant on demand by Landlord.

4.5 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times with 24 hour written notice to Tenant.

4.6 Limitation on Tenant's Obligation to Make Repairs. If while performing repairs Tenant encounters unforeseen latent conditions in the building that cause it to be unable to complete the requirements of Section 2.1, Tenant shall inform Landlord to discuss the concern. Tenant and Landlord shall meet and discuss whether a modification of the improvement schedule in Section 2.1 is needed. Upon independent evaluation and verification of the conditions, Landlord will grant permission to a modification of the improvement schedule.

Section 5. Insurance

5.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall carry similar insurance insuring the property of Tenant on the Premises against such risks.

5.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's

successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 6. Taxes

6.1 Personal Property Taxes. Tenant shall pay as due all taxes on its personal property located on the Premises.

6.2 Real Property Taxes. Landlord is exempt from paying real property taxes levied against the Premises. It is the intent of the parties that the entire property continue to be exempt from taxation, however, Tenant must establish and maintain tax-exempt status. The parties recognize that tax-exempt status will be determined by Clackamas County or the State of Oregon. Tenant shall be responsible for filing with Clackamas County an Application For Real and Personal Property Tax Exemption for the portion of the property under its control. If Tenant fails to qualify for tax exemption, Landlord shall take responsibility for paying the full tax obligation in those years that tenant does not qualify, but limited to years one, two and three. The obligation for Landlord to pay taxes only exists if 1) Tenant submits a written request explaining the status of Tenant's Real and Personal Property Tax Exemption application and organizational financial status, and, 2) Landlord finds that tenant has diligently attempted to attain exempt status. Any real or personal property tax obligation arising from Tenant's use of the property in years four and five shall be determined by the parties during year three as part of negotiations on Additional Rent, as described in Section 2.2 of this Lease. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant or personal property.

Section 7. Liability and Indemnity

7.1 Liens.

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent which shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy that Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a

lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

7.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant including any such claim, loss, or liability that may be caused or contributed to in whole or in part by Landlord's own negligence or failure to effect any repair or maintenance required by this lease. Landlord shall have

no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises.

7.3 Liability Insurance. Before going into possession, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

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

Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant, and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring a 10-day written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 8. Quiet Enjoyment; Mortgage Priority

Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease them free of all encumbrances. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

Section 9. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. Landlord may withhold or condition such consent in its sole and arbitrary discretion. "Assignment and subletting" shall not be construed to include those times when Tenant, consistent with the requirements stated in Section 2.1 of this Lease, makes space available to other local artists, arts organizations or city-sponsored events to utilize office space, meeting space and wall space for limited duration purposes.

Section 10. Default

The following shall be events of default:

10.1 Default in Rent. Failure of Tenant to perform its obligations as stated in Section 2.

10.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than Section 2) within 15 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 15 day period, this provision shall be complied with if Tenant begins correction of the default within the 15 day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

10.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this Section 10.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

10.4 Abandonment. Failure of Tenant for 30 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 11. Remedies of Default

11.1 Termination. In the event of a default, the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant of the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

11.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

Section 12. Surrender at Expiration

12.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

12.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 10 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the

date of expenditure by Landlord.

12.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially

interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 12.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 60 days prior to the termination date that shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

Section 13. Miscellaneous

13.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

13.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

13.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

13.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

13.5 Recordation. This lease shall not be recorded without the written consent of Landlord.

13.6 Time of Essence. Time is of the essence of the performance of each of Tenants

obligations under this lease.

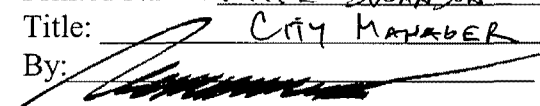
Section 14. Arbitration

14.1 Disputes to Be Arbitrated. If any dispute arises between the parties, either party may request arbitration and appointment as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within 10 days of choosing the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the premises are located to appoint the required arbitrator.

14.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the lease premises are located. The parties shall share costs of the arbitration equally, but each party shall pay its own attorney fees incurred in connection with the arbitration.

THE CITY OF MILWAUKIE, an Oregon
municipal corporation

NEW CENTURY PLAYERS, Inc. an
Oregon non-profit corporation

Printed Name: Mike Swanson
Title: CITY MANAGER
By: 

Printed Name: Kelley Marchant
Title: MANAGING DIRECTOR
By: Kelley Marchant



WS 4

Agenda Item: Milwaukie Mural
Arts Program
Meeting Date: 4/3/12

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Proposed policy regarding use of the City's municipal lots along McLoughlin for fundraising events.

Prepared By: Beth Ragel

Dept. Head Approval: JoAnn Herrigel

City Mgr. Approval: Bill Monahan

ISSUE BEFORE THE COUNCIL

Council input on proposed policy regarding use of the City's municipal lots along McLoughlin for fundraising events.

STAFF RECOMMENDATION

Staff recommends allowing use of the Metro Lot, the Main Street Lot and the Chopsticks Lot under outlined conditions. Staff recommends four criteria for approval. Staff suggests eliminating the originally proposed fifth criterion, which is shown as a strikethrough on the attached memo.

KEY FACTS & INFORMATION SUMMARY

The City has received and granted requests for use of our lots for fundraising events such as rummage sales and plant sales. The City typically receives 3-5 requests annually for the use of our lots for such events.

OTHER ALTERNATIVES CONSIDERED

Not allowing or limiting use of the City's municipal lots for fundraising events.

CITY COUNCIL GOALS

n/a

ATTACHMENT LIST

n/a

FISCAL NOTES

n/a



Memorandum

To: Bill Monahan, City Manager

From: Beth Ragel, Community Services Program Coordinator

CC: JoAnn Herrigel, Community Services Director

Date: Feb. 21, 2012

Re: Proposed Policy Regarding Use of Municipal Lots along McLoughlin for Fundraising Events

The City of Milwaukie currently owns or manages five lots in the downtown including City Hall. These lots are:

- City Hall: City Hall is located at 10722 SE Main St. and has a small parking lot in the back;
- Cash Spot: This lot was formerly used by the Cash Spot shop and is located at 11100 SE McLoughlin Boulevard (tax lot 11E35AD01100);
- Main Street: The City owns and operates this lot which is located on Main Street between Harrison and Jefferson with driveway access on Main Street. (The site does not have an assigned address but the tax lot is 11E35AA00900);
- Metro Lot: This lot is owned by Metro and managed by the City and is located at 10700 SE McLoughlin Boulevard (tax lot 11E35AA01000); and
- Chopsticks Lot: The Chopsticks lot is located behind Chopsticks restaurant. (This lot does not have assigned address but the tax lot is 11E35AA01100).

The City has received and granted requests over the years for use of these lots for fundraising events such as rummage sales and plant sales. These lots are desirable because they are so visible and are large enough for staging and traffic flow to work well. For example, the Annie Ross House (which serves and provides housing for homeless families) used the Metro lot last year for their annual plant sale. Other groups that have used the lot(s) in the past include the Relay for Life group (which raises funds for cancer research), the Milwaukie High School basketball team and the Milwaukie High School wrestling team.

The City currently allows the Milwaukie Farmers Market to use the City's lot and the Metro lot every Sunday May-October at no charge. The City has also let the Milwaukie Daze Festival and the First Friday Art a la Carte groups use these lots for concerts, cruise-ins, carnival rides and other happenings related to their events. All of these groups are required to complete a Temporary Event Permit application and abide by any additional conditions developed by staff (e.g. signage restrictions).

The Temporary Event Permit application requires that applicants provide a site plan, cleanup plan, insurance, indemnification, signage plan and requires they garner any other needed permits or licenses that the event triggers.

Concerns have been raised by some City staff that rummage sales are unsightly and do not support the City's goals to revitalize the downtown. Community Services staff have not heard these concerns from City Council or community members.

Several months ago the City Manager directed staff to develop a policy regarding the use of all City owned property in the downtown area for sales/fundraising events. This memo proposes that the City Hall and Cash Spot properties not be allowed for public use for the following reasons:

- The Cash Spot site is not currently suitable for any public use as it is in bad repair and the current driveway entrance on McLoughlin is so close to the intersection of Washington that it is deemed potentially unsafe by engineering staff. If upgrades are made to the site, and the temporary use of the site does not detract from City plans, staff proposes that the City Manager then determine if it should be included in the following proposed policy.
- The City Hall parking lot behind City Hall is not suitable for sales events as it is too small for the storage of materials and traffic flow.

The following policy is proposed for the three lots in downtown Milwaukie which are the Metro Lot, the Main Street Lot and the Chopsticks Lot.

This policy should be reviewed annually to determine its effectiveness and if the City is able to continue to accommodate requests for use of our lots. This policy will not apply to lots once conveyed to a developer or reserved for other use by the City.

Recommended Policy:

Community groups such as non-profits, school booster clubs, religious groups and neighborhood associations shall be allowed to use the City's municipal lot, the Metro lot, and the Chopsticks lot for fundraising activities such as plant sales and rummage sales under the following conditions:

1. The group completes the City's Temporary Event Permit application and receives approval or approval with conditions based on a staff decision that the event will comply with all rules and regulations within the Temporary Event Permit;
2. The event does not conflict with other scheduled uses or activities;
3. The event does not violate any State of Oregon laws (e.g. laws regarding the use of public resources for political advocacy or laws regarding non-discrimination).

4. The event will not require additional public resources (e.g. staff time, funding) beyond the review of the request and Temporary Event Permit application.
5. ~~The City can allow more than one use of a property by a group in a calendar year if the City determines the additional use will not be detrimental to the community or the spirit of this policy.~~



Agenda Item: Milwaukie Mural
Arts Program
Meeting Date: 4/3/12

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Proposed next steps for incorporation of annexed residents of the Dual Interest Area A (DIA A) into the Lewelling Neighborhood District Association.

Prepared By: Beth Ragel

Dept. Head Approval: JoAnn Herrigel

City Mgr. Approval: Bill Monahan

ISSUE BEFORE THE COUNCIL

Council approval to move forward with incorporating annexed residents of the DIA A into the Lewelling Neighborhood District Association.

STAFF RECOMMENDATION

Based on survey results, staff recommends incorporating annexed residents of the DIA A into the Lewelling Neighborhood District Association. Next steps are to modify the NDA Boundary Map by Resolution at a future Council regular session meeting. Annexed residents of the DIA A will be notified of this Council date via letter.

KEY FACTS & INFORMATION SUMMARY

A survey of annexed DIA A residents indicated that the majority would like to join the Lewelling NDA.

OTHER ALTERNATIVES CONSIDERED

Assisting the DIA A residents in starting their own new Milwaukie NDA.

CITY COUNCIL GOALS

n/a

ATTACHMENT LIST

n/a

FISCAL NOTES

n/a



Memorandum

To: Bill Monahan, City Manager

From: Beth Ragel, Community Services Program Coordinator

CC: JoAnn Herrigel, Community Services Director
Katie Mangle, Planning Director
Pepi Anderson, Chair of the Lewelling NDA

Date: March 8, 2012

Re: Proposed next steps for incorporation of annexed residents of the Dual Interest Area A into the Lewelling Neighborhood District Association

In March 2010, Council adopted a resolution to extend Milwaukie’s sewer system to an area northeast of the City within the “Dual Interest Area A” (DIA A). As of February 2012, seventy-five (75) properties out of the total two hundred and sixty-one (261) DIA A properties had annexed into the City. The seventy-five properties now in the City can no longer participate in the County’s Community Planning Organization (CPO) and have not yet been formally included in any Milwaukie Neighborhood District Association (NDA). These residents are without a formal neighborhood organization representing them.

On December 20, 2011 City Council directed Community Services staff to conduct outreach to the annexed residents within the DIA A to determine their preferences regarding neighborhood affiliation. In February, 2012 a letter was sent to these seventy-five residents summarizing their two options—to either join the Lewelling NDA or start a new Milwaukie NDA. The letter included a postage paid postcard inside for residents to return. The postcard survey included space to write comments and contact information. The survey options presented were:

- I am interested in joining the nearest Milwaukie neighborhood—the Lewelling NDA.
- I am interested in starting a new neighborhood association.
- I would like to attend a meeting to discuss the options.
- I do not have a preference.
- I would like more information. Please contact me.

As of March 6, 2012 staff had received a total of thirteen completed postcards back (17% response rate) and six returned as undeliverable due to no mailbox on street. A tally of the postcards returned indicated that seven want to join the Lewelling NDA, four had no preference, and two were interested in starting their own new NDA. No one indicated a desire to meet and discuss the topic.

While the responses were weighted towards inclusion in the Lewelling NDA, Community Services Program Coordinator, Beth Ragel, contacted the two respondents that indicated they wanted to start a new NDA to ask what their ideas and motivations were. Upon speaking to the first individual he indicated he really didn't have a preference he 'just wanted to make sure joining the Lewelling NDA will not increase {his} my taxes.' He also indicated he didn't really have time to work on starting a new NDA anyways. Staff spoke with the second individual who said she also did not have a strong preference but would have been willing to work towards a new NDA if there were others interested in that as well and that is why she indicated that on the return postcard.

Since the majority of respondents indicated that they prefer to be included in the Lewelling NDA and the rest had no strong preference, and; the Lewelling NDA voted on May 11, 2011 to include these residents in their NDA—staff recommends moving forward with inclusion of annexed residents in the Lewelling NDA.

Staff recommends modifying the NDA Boundary Map by Resolution to include annexed residents of the DIA A in the Lewelling NDA. City Council would need to adopt a Resolution replacing Resolution 6-1994, creating a new NDA Boundary Map. The DIA A could be depicted as a transitional part of the City with the needed supporting language regarding annexed properties joining the Lewelling NDA. (An updated map would also need to be incorporated in the Comprehensive Plan. The Planning Department has been keeping a list of needed Comprehensive Plan fixes and intends to adopt the changes all at one time at a future date.)

Before this Resolution is brought to City Council, staff proposes to send out another letter to each annexed DIA A resident summarizing the results of the postcard survey and the intention to take a Resolution to City Council to incorporate them in the Lewelling NDA. The letter would provide the date of the Council meeting and information on providing testimony at that meeting. Staff also plans to attend the Lewelling NDA meeting on March 14, 2012 to provide an update on the outreach conducted and the steps proposed in this memo. The Chair of the Lewelling NDA, Pepi Anderson, has also been cc-d on this memo.

Annexed residents of the DIA A still have the option of forming their own NDA down the road if that is what they prefer. Any decision regarding the DIA A residents splitting off from the Lewelling NDA in the future or any discussion to redistrict portions of Milwaukie's NDAs is a larger conversation that staff and Council will have with the community upon their request.



Agenda Item: Milwaukie Mural
Arts Program
Meeting Date: 4/3/12

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Update on outreach conducted for the Milwaukie Mural Arts Program (MMAP).

Prepared By: Beth Ragel

Dept. Head Approval: JoAnn Herrigel

City Mgr. Approval: Bill Monahan

ISSUE BEFORE THE COUNCIL

Community outreach results for the Milwaukie Mural Arts Program (MMAP) and next steps.

STAFF RECOMMENDATION

Staff shall continue work on the following: 1) Drafting changes to the municipal code so that murals are defined apart from the sign code, and 2) Developing a mural review process so that murals are reviewed for artistic merit, context and community support.

KEY FACTS & INFORMATION SUMMARY

Survey responses show high levels of support for murals in Milwaukie and for a mural review process.

OTHER ALTERNATIVES CONSIDERED

Direct staff to cease work on and the project, and reject the creation of a Milwaukie mural program.

CITY COUNCIL GOALS

Council does not have a goal regarding public art but has established economic revitalization as a top goal. Studies have shown a correlation between public art and economic revitalization. This program is also a priority for the Milwaukie Arts Committee (artMOB) and City Council has a goal to improve collaboration with the City's Boards, Commissions and Committees.

ATTACHMENT LIST

n/a

FISCAL NOTES

n/a



To: Mayor and City Council

Through: Bill Monahan, City Manager
JoAnn Herrigel, Community Services Director
Katie Mangle, Planning Director

From: Beth Ragel, Community Services Program Coordinator
Ryan Marquardt, Associate Planner

Subject: Community outreach results for the Milwaukie Mural Arts Program (MMAP) and next steps.

Date: April 3, 2012

September 2012: Beth Ragel, Community Services Program Coordinator and staff liaison to the Milwaukie Arts Committee and Ryan Marquardt, Associate Planner, talked with Council about the staff time required to develop the Milwaukie Mural Arts Program (MMAP). This project would require updating to the City code to define murals and exempt them from sign regulations (the sign regulations limit size and require a sign permit). At this meeting, Council directed staff to go forward with conducting public outreach and developing the program including a proposed review committee, and as time allowed for Planning staff, to proceed with drafting revisions to the code.

ACTION REQUESTED

No action at this time. This is an update on the public outreach, survey results, and project timeline.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Community Outreach Conducted:

The Milwaukie Arts Committee, known commonly as “artMOB,” is committed to public outreach. Most of the members of artMOB are involved with their respective neighborhood district associations (NDAs) and several are NDA Officers. As such, the outreach and program design for the Milwaukie Mural Arts Program (MMAP) has included an emphasis on seeking input from Milwaukie’s NDAs through several avenues.

On February 1, 2012 artMOB hosted a “Making a Scene: A Mural Q & A Session”. At this meeting, regional art coordinators from Beaverton/Hillsboro, Clackamas County and Portland shared their jurisdictions’ experiences with murals. The Arts Committee created a list of questions for the panel ranging from “What are the key regulations you have for murals?” to “Have you ever had a controversial mural and how did you handle it?” to “What are best practices you recommend regarding a mural program?” Panelists responded to the prepared questions and there was also time for questions from the audience. The meeting was videotaped and the recording was posted on the City website and the artMOB website and sent via email to the Milwaukie NDAs for viewing. This meeting was promoted through the City website, Facebook and Twitter pages; the artMOB website and Facebook page; and sent via email to the NDAs. A press release was sent regarding this meeting and a feature was posted on OregonLive.com and ClackamasReview.com. This meeting provided an opportunity for residents to ask any question or share any concerns they had regarding murals in Milwaukie. All current artMOB members and three residents attended the meeting.

In the month of February, artMOB members and staff liaison Beth Ragel made arrangements to attend each of the seven NDAs to give them an update on the project and solicit feedback. Representatives from artMOB took information about the proposed project (project brochure, a zoning map, and project timeline) plus a paper survey for residents to complete at the meetings.

In addition to seeking feedback and promoting the mural survey at the NDA meetings, the survey was promoted on the City website; Facebook and Twitter pages; the artMOB website and Facebook page; and sent via email to about 25 people that have indicated interest in arts related activities in the City. Those stakeholders that have expressed interest in having murals on their buildings such as Dark Horse Comics, Spring Creek Coffee, and Milwaukie High School, were also sent the survey via email.

A press release was sent regarding the survey and it was posted on OregonLive.com as a result. The MilwaukieRules.com website also featured a story about artMOB which included a plug for the mural survey.

The survey was online from February 1, 2012 to March 19, 2012. A total of 78 responses were received with 11 submitted on paper and 67 online. The survey depicted 10 photos of murals and respondents were asked to rate which types of murals they would like to see in Milwaukie. The survey also included a series of ranking questions and open ended questions. Following are the results of this survey and suggested next steps. The survey results are attached to this report (Attachment 1).

Key Survey Findings:

There was a high level of support for most of the murals depicted in the survey (see Attachment 1 for complete report). Respondents were split on the Graffiti/Street Art Mural, the Abstract Mural and the Commercial Mural—with each getting about the same number of those in favor as those against.

There was high level of agreement that murals can highlight the uniqueness of a community (95%); can offer a positive opportunity to feature niche businesses (88%); and that murals can enhance public spaces (94%). The majority of respondents agreed that Milwaukie should carefully balance the rights of property owners with the aesthetics of the community (85%) and that the City should exempt murals from the sign code which limits their size (77%). The majority of respondents said that even if a mural is not their taste, they support the freedom of expression (83%). The survey showed support for an ad-hoc review committee, with 72% in agreement.

The three review criteria most important to the community are:

- 1) Context/Location (87%)
- 2) Artistic Merit (78%) and,
- 3) Community Support (65%).

Respondents believed the most important members to include on the review committee are neighborhood or business representatives (85%) while Milwaukie Arts Committee members, experienced mural artists and public arts professionals also received high marks as important to include (all 70%+). The majority of respondents thought murals should be allowed on commercial buildings (97%) and industrial buildings (95%). There was support for murals on school buildings even if in residential zones (68%) and less support for murals on religious buildings (46%) and private homes or small businesses in residential zones (35%).

Respondents were split as to whether murals have been shown to reduce the amount of graffiti or tagging on buildings with 47% agreeing that they do reduce graffiti and tagging and 50% responding “don’t know”.

Primary concerns expressed about murals were visual clutter, murals that do not fit with the community’s values or aesthetics, and advertisements posing as murals. Those in favor of murals expressed fear that the community would not be open enough to a variety of artistic expression. Staff will be working to address these concerns in the program design.

NEXT STEPS

Staff has researched how mural programs function and how murals are regulated in other cities and has refined the program design. Staff will be taking the initial findings to a Planning Commission work session in late April or early May with the goal of bringing the proposed code revisions to Planning Commission this summer. Due to a high number of projects on the Planning Commission schedule and recent changes in Planning Department staff, staff is unsure at this time how soon this project can advance. The artMOB would like the project to be completed this summer and staff is hoping to accomplish this.

CONCURRENCE

JoAnn Herrigel, Community Services Director and Katie Mangle, Planning Director, have reviewed this staff report and concur.

FISCAL IMPACT

This program would not require direct expenditure.

WORK LOAD IMPACTS

Staff anticipates another 60 hours of staff time will be required to complete this project.

ALTERNATIVES

N/A


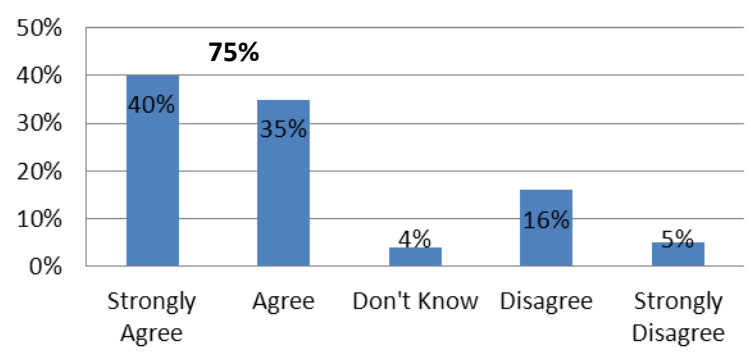

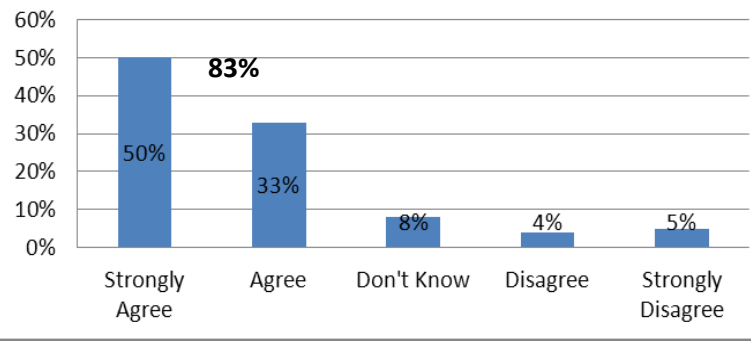

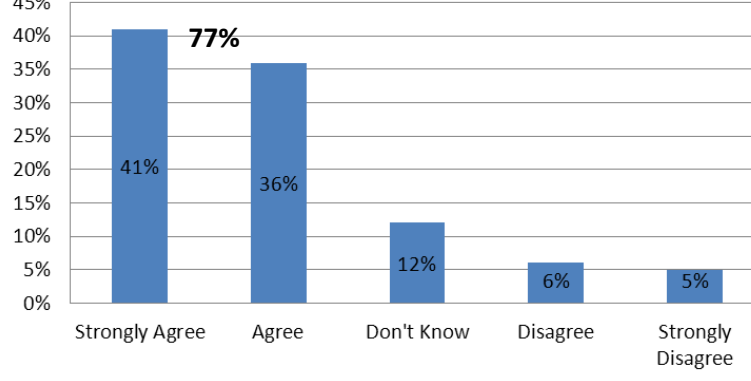
ATTACHMENTS

1. Milwaukie Mural Survey Results, March 2012

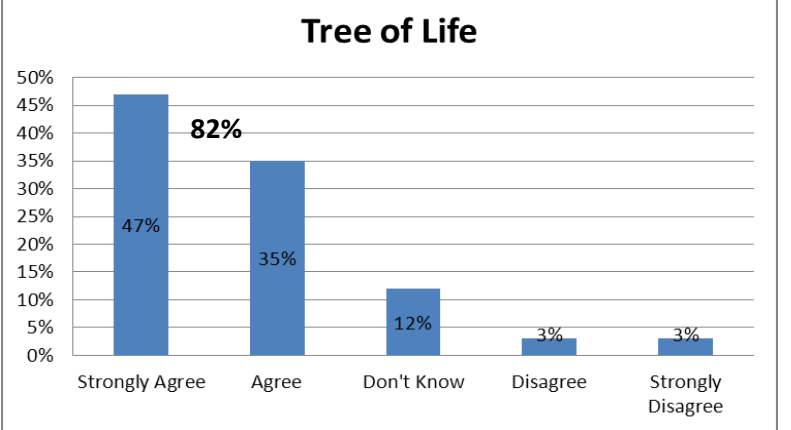
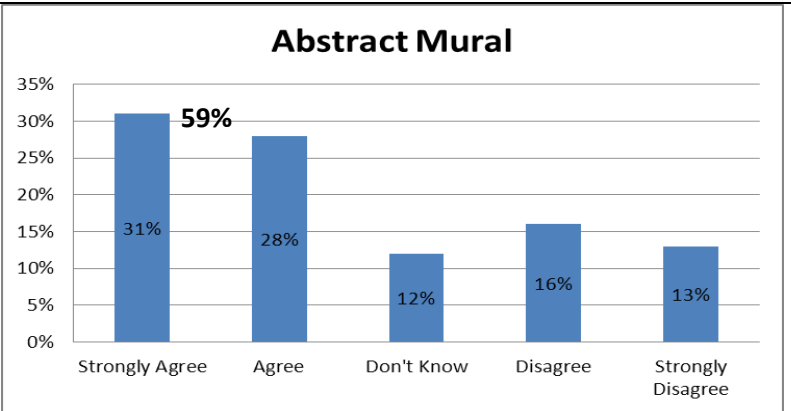
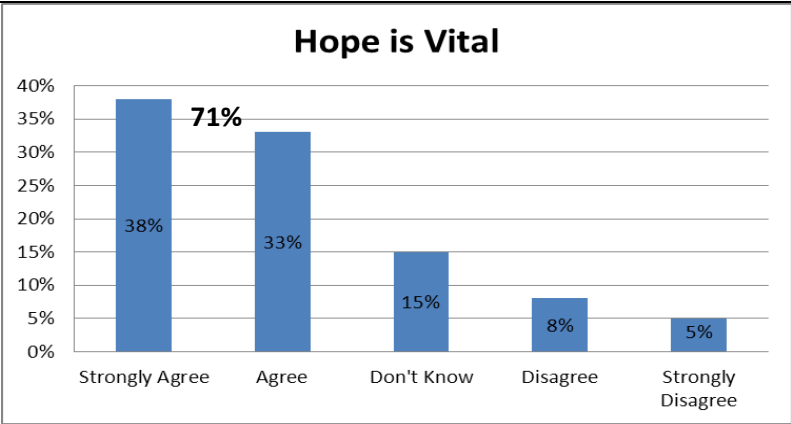
MILWAUKIE MURAL SURVEY RESULTS



Please indicate your whether you would like to see more of the following kinds of murals in Milwaukie—rank according to your level of agreement:

| Photo Example | I would like to see murals like this in Milwaukie: | | | | | | | | | | | | | | |
|--|--|----------|------------|----------------|-----|-------|-----|------------|-----|----------|-----|-------------------|----|--------------------|------------|
|  <p>Eric Griswold Photo Milwaukie High School</p> | <h3>MHS Mustang Mural</h3>  <table border="1"> <thead> <tr> <th>Response</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Strongly Agree</td> <td>40%</td> </tr> <tr> <td>Agree</td> <td>35%</td> </tr> <tr> <td>Don't Know</td> <td>4%</td> </tr> <tr> <td>Disagree</td> <td>16%</td> </tr> <tr> <td>Strongly Disagree</td> <td>5%</td> </tr> <tr> <td>Total Agree</td> <td>75%</td> </tr> </tbody> </table> | Response | Percentage | Strongly Agree | 40% | Agree | 35% | Don't Know | 4% | Disagree | 16% | Strongly Disagree | 5% | Total Agree | 75% |
| Response | Percentage | | | | | | | | | | | | | | |
| Strongly Agree | 40% | | | | | | | | | | | | | | |
| Agree | 35% | | | | | | | | | | | | | | |
| Don't Know | 4% | | | | | | | | | | | | | | |
| Disagree | 16% | | | | | | | | | | | | | | |
| Strongly Disagree | 5% | | | | | | | | | | | | | | |
| Total Agree | 75% | | | | | | | | | | | | | | |
|  <p>Eric Griswold Photo</p> | <h3>Historic Mural on Chopticks</h3>  <table border="1"> <thead> <tr> <th>Response</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Strongly Agree</td> <td>50%</td> </tr> <tr> <td>Agree</td> <td>33%</td> </tr> <tr> <td>Don't Know</td> <td>8%</td> </tr> <tr> <td>Disagree</td> <td>4%</td> </tr> <tr> <td>Strongly Disagree</td> <td>5%</td> </tr> <tr> <td>Total Agree</td> <td>83%</td> </tr> </tbody> </table> | Response | Percentage | Strongly Agree | 50% | Agree | 33% | Don't Know | 8% | Disagree | 4% | Strongly Disagree | 5% | Total Agree | 83% |
| Response | Percentage | | | | | | | | | | | | | | |
| Strongly Agree | 50% | | | | | | | | | | | | | | |
| Agree | 33% | | | | | | | | | | | | | | |
| Don't Know | 8% | | | | | | | | | | | | | | |
| Disagree | 4% | | | | | | | | | | | | | | |
| Strongly Disagree | 5% | | | | | | | | | | | | | | |
| Total Agree | 83% | | | | | | | | | | | | | | |
|  <p>Eric Griswold Photo Behind Bernard's Garage, Downtown Milwaukie</p> | <h3>Historic Mural behind garage</h3>  <table border="1"> <thead> <tr> <th>Response</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Strongly Agree</td> <td>41%</td> </tr> <tr> <td>Agree</td> <td>36%</td> </tr> <tr> <td>Don't Know</td> <td>12%</td> </tr> <tr> <td>Disagree</td> <td>6%</td> </tr> <tr> <td>Strongly Disagree</td> <td>5%</td> </tr> <tr> <td>Total Agree</td> <td>77%</td> </tr> </tbody> </table> | Response | Percentage | Strongly Agree | 41% | Agree | 36% | Don't Know | 12% | Disagree | 6% | Strongly Disagree | 5% | Total Agree | 77% |
| Response | Percentage | | | | | | | | | | | | | | |
| Strongly Agree | 41% | | | | | | | | | | | | | | |
| Agree | 36% | | | | | | | | | | | | | | |
| Don't Know | 12% | | | | | | | | | | | | | | |
| Disagree | 6% | | | | | | | | | | | | | | |
| Strongly Disagree | 5% | | | | | | | | | | | | | | |
| Total Agree | 77% | | | | | | | | | | | | | | |

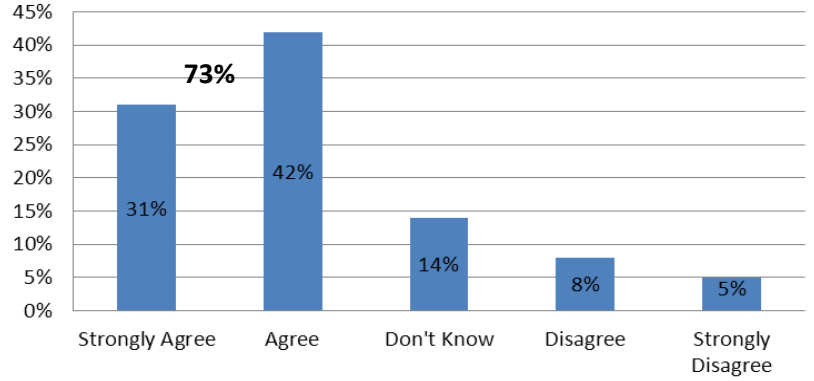
MILWAUKIE MURAL SURVEY RESULTS



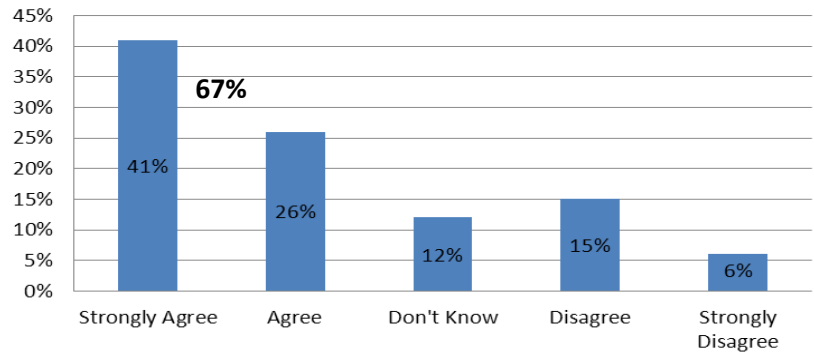
MILWAUKIE MURAL SURVEY RESULTS



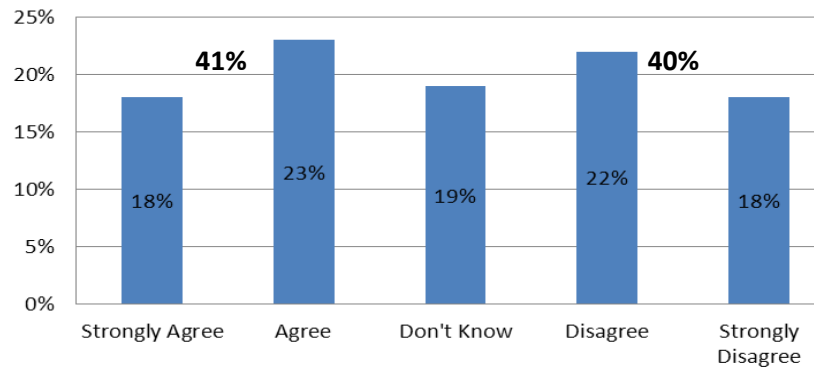
Welcome to Braddock



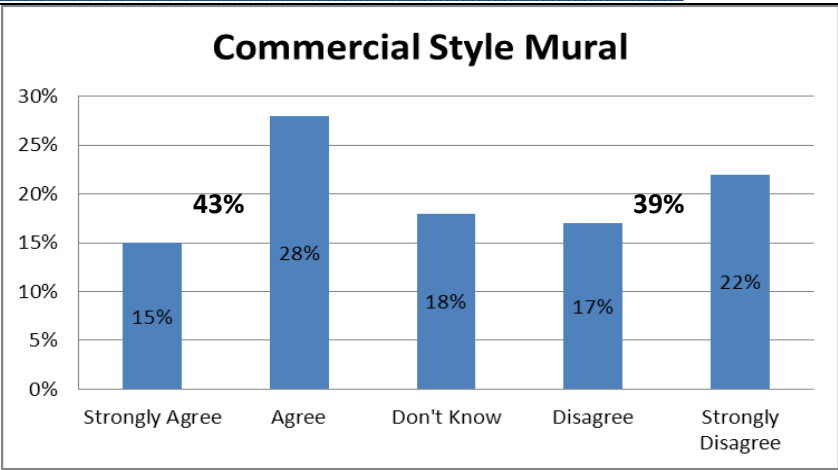
MLK & Ghandi Mural



Graffiti/Street Art Mural



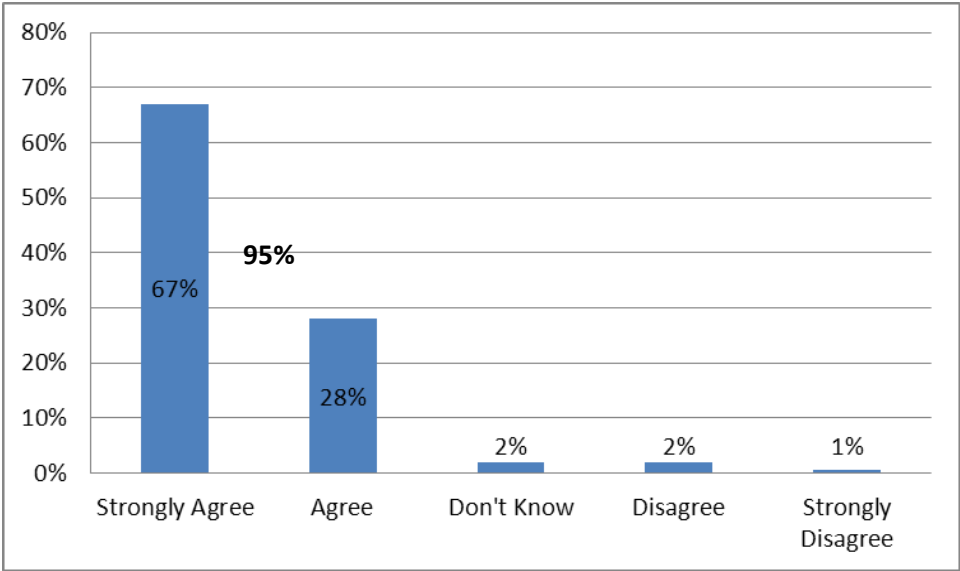
MILWAUKIE MURAL SURVEY RESULTS



Please indicate your level of agreement or disagreement with the following statements:

strongly agree agree don't know disagree strongly disagree

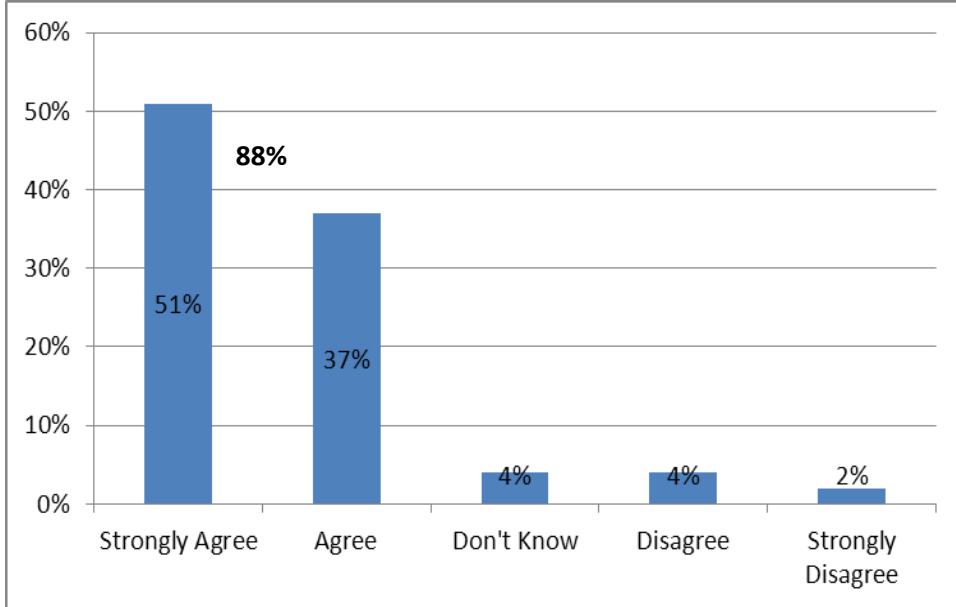
1. Murals can highlight the uniqueness of a community such as its history or culture.



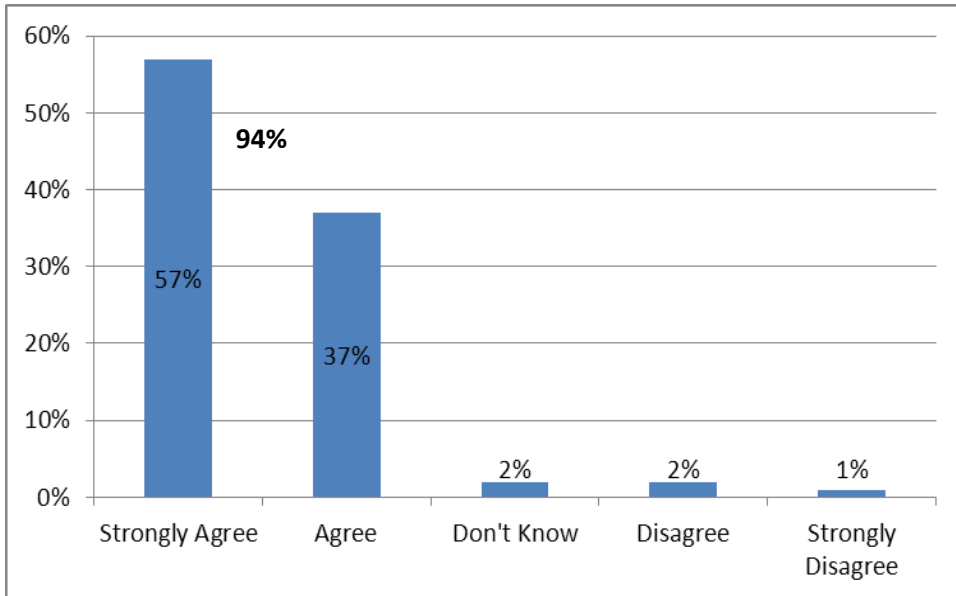
MILWAUKIE MURAL SURVEY RESULTS



2. Murals offer a positive opportunity to feature niche businesses and/or organizations like Dark Horse Comics and Milwaukie High School.



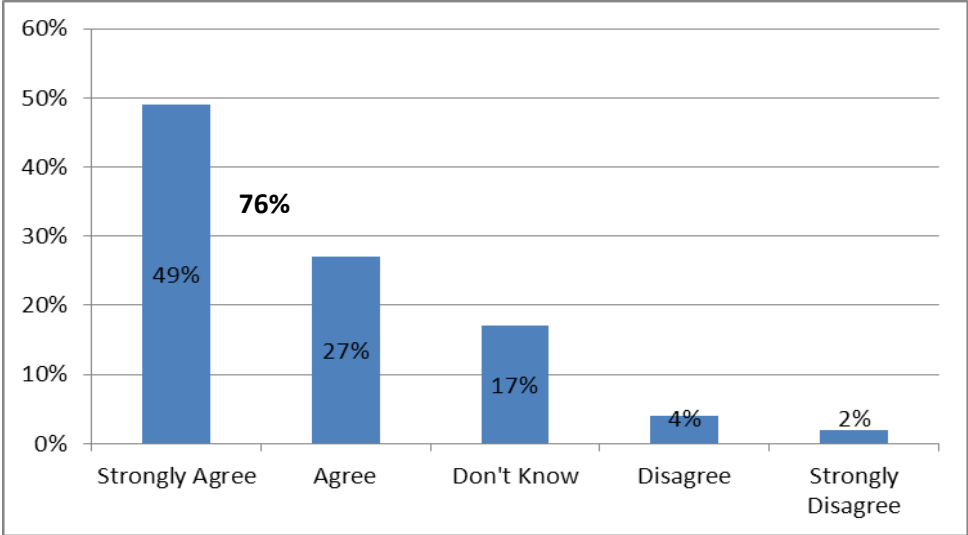
3. Murals enhance the environment of public spaces.



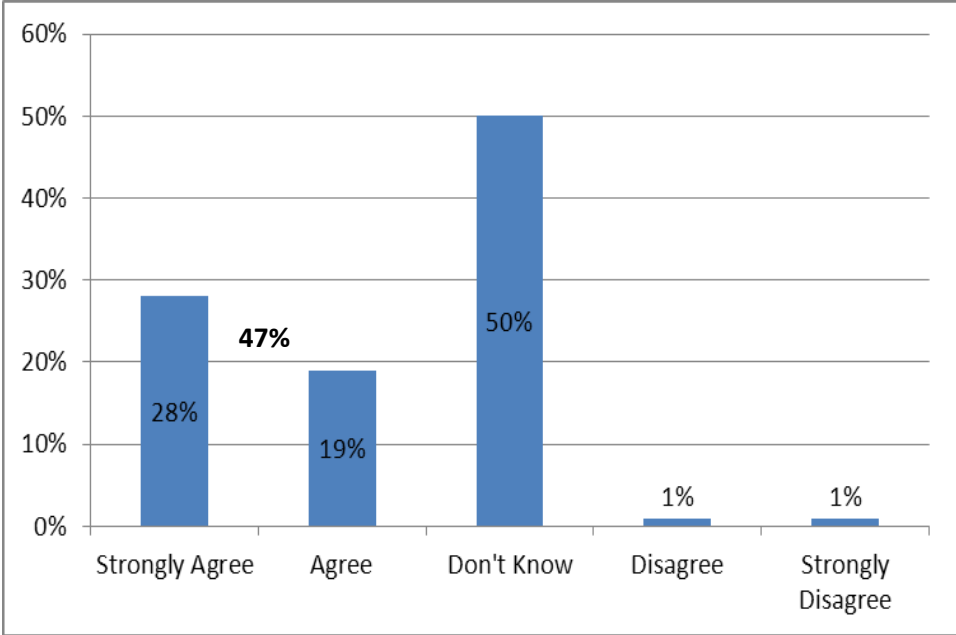
MILWAUKIE MURAL SURVEY RESULTS



4. Milwaukie should catch up with other Cities that have murals—such as Estacada, Beaverton and Portland.



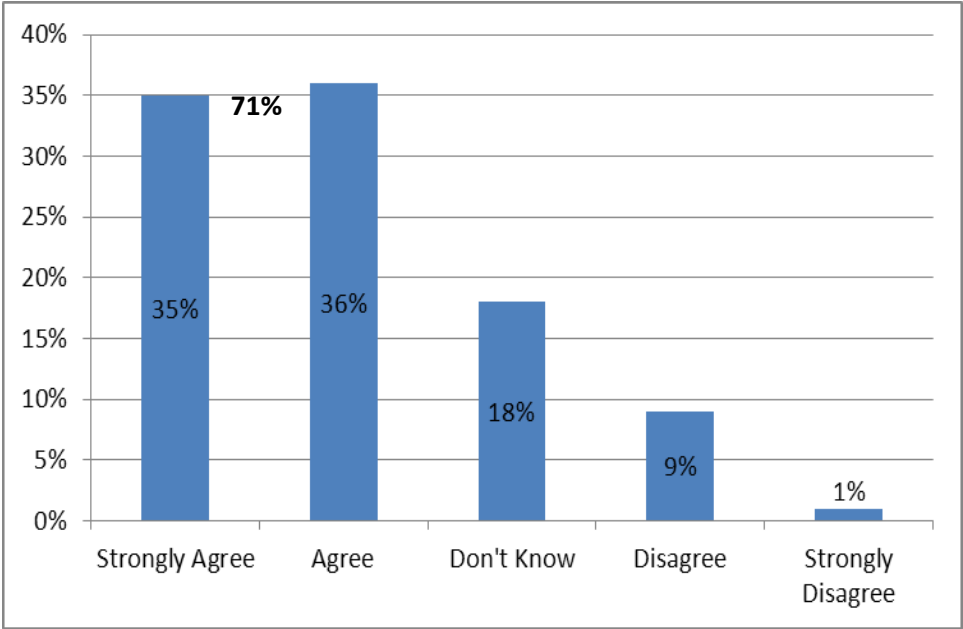
5. Murals have been shown to reduce the amount of tagging and graffiti on buildings.



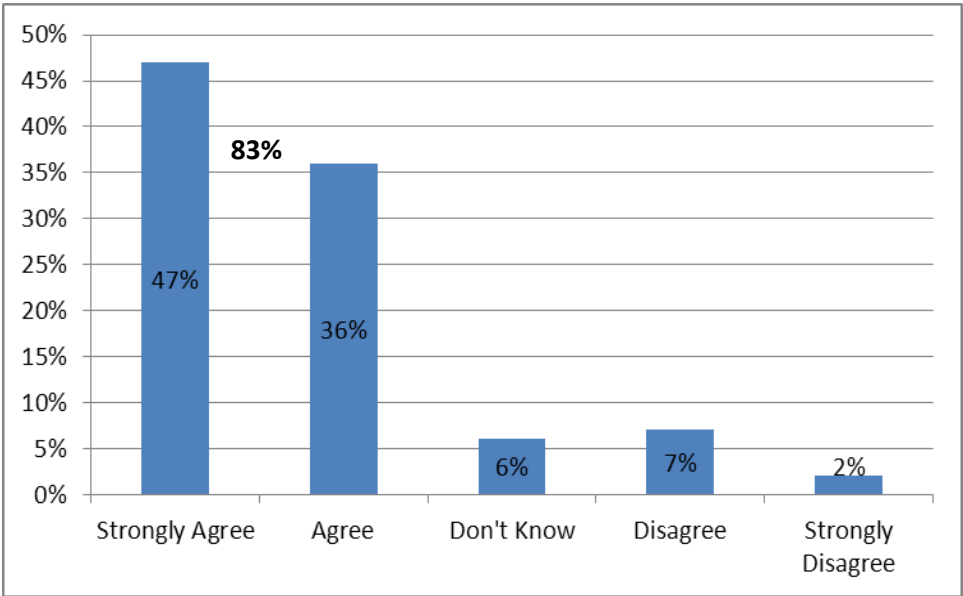
MILWAUKIE MURAL SURVEY RESULTS



6. Murals can enhance the tourist and economic potential of Milwaukie.



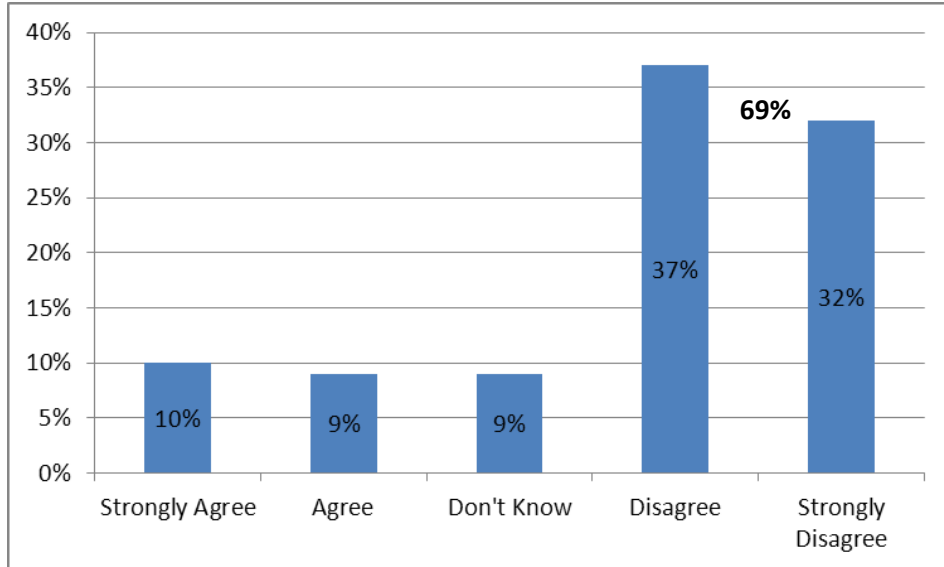
7. Even if a mural is not my taste, I support the freedom of expression.



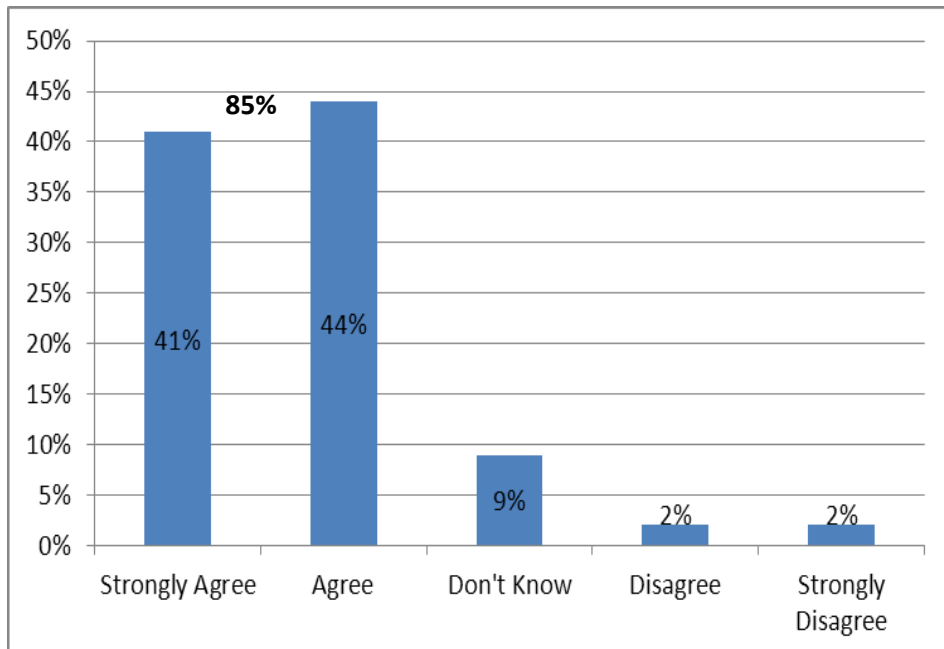
MILWAUKIE MURAL SURVEY RESULTS



8. **Building owners should have the right to commission any kind of mural they want on their own building(s) without being reviewed by a committee.**



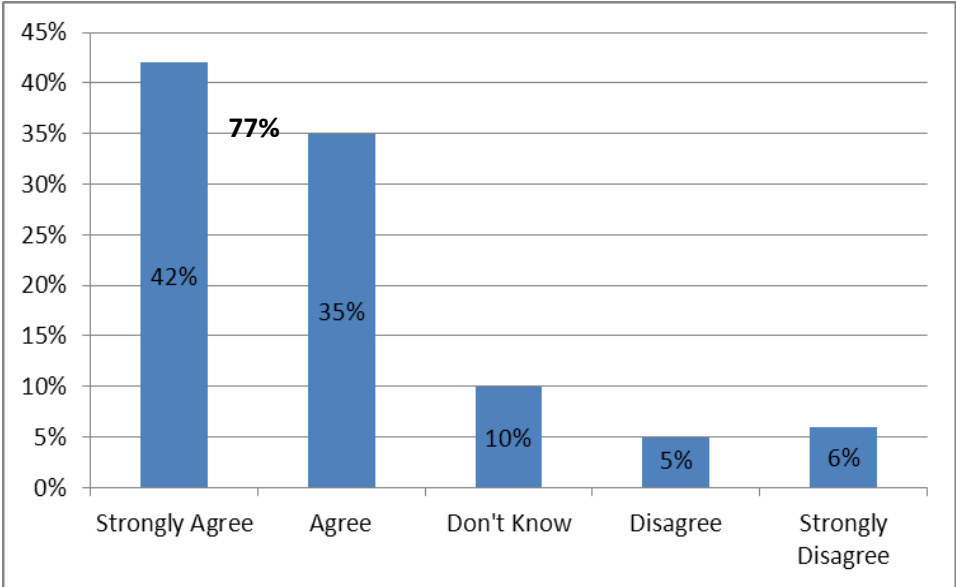
9. **Milwaukie should carefully balance the rights of property owners and artists with the aesthetics of the community.**



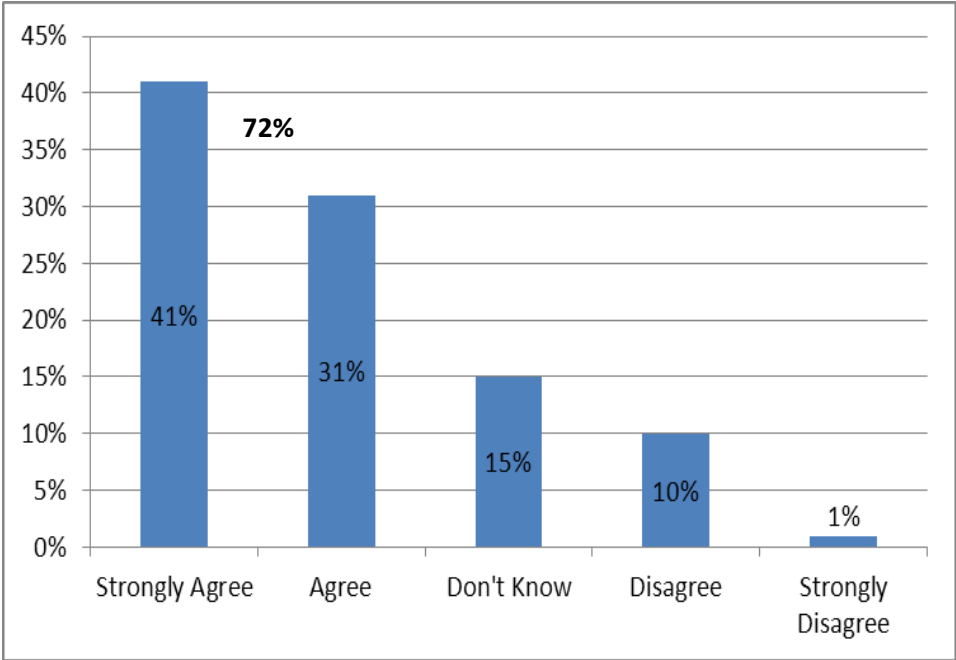
MILWAUKIE MURAL SURVEY RESULTS



10. Milwaukie should exempt murals from current sign regulations, which limit their allowed size.



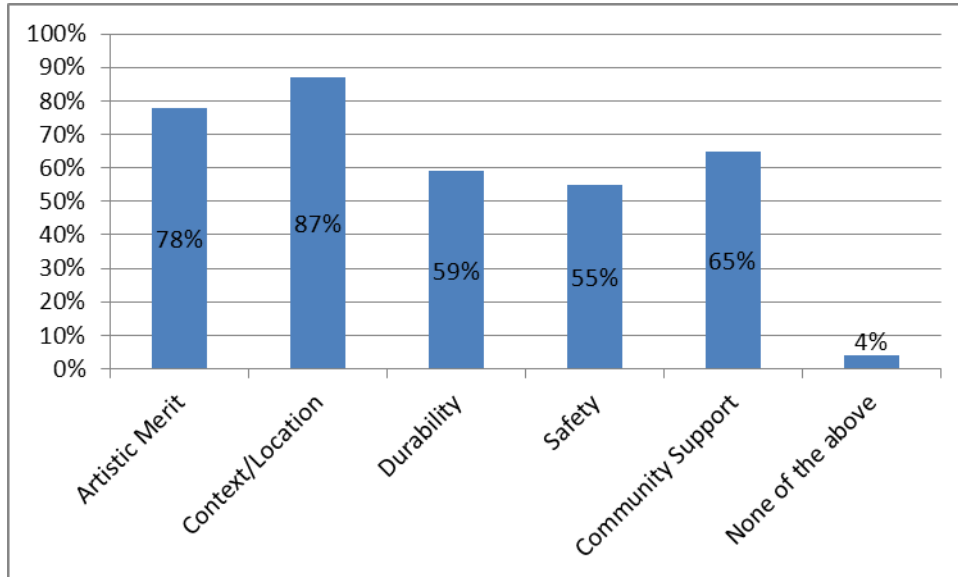
11. Milwaukie should create an ad-hoc review committee to review proposed murals.



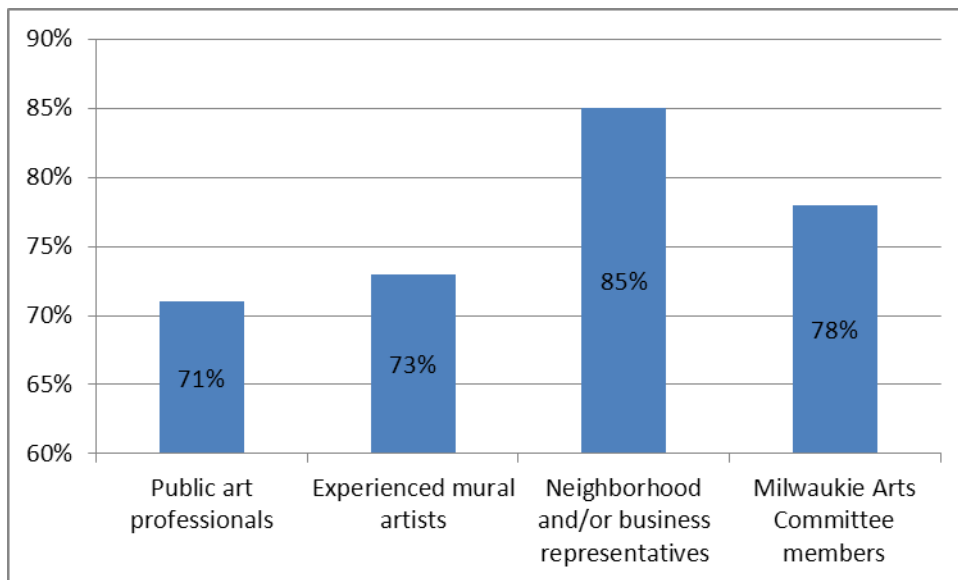
MILWAUKIE MURAL SURVEY RESULTS



12. The MMAP mural review committee should evaluate murals based on the following criteria (you may circle more than one):



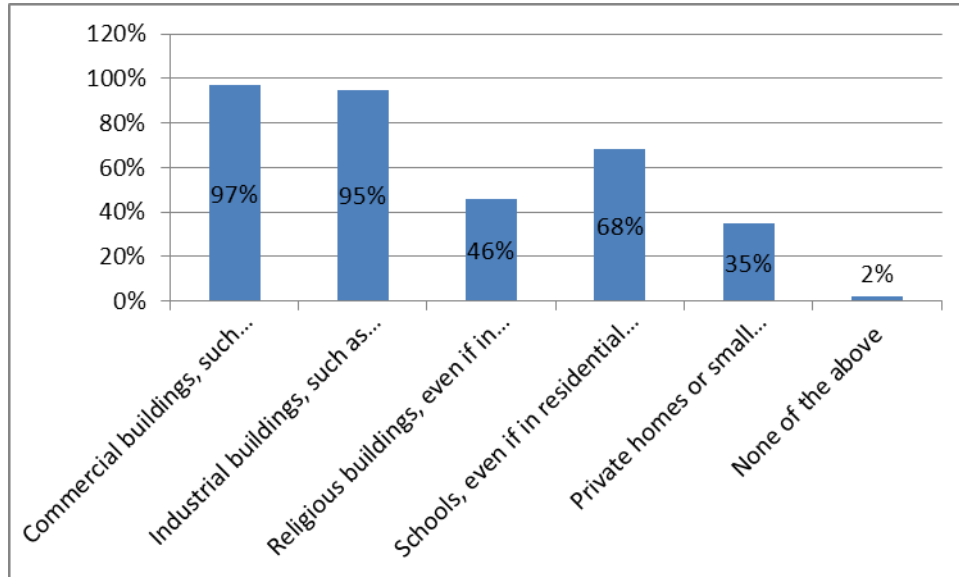
13. The MMAP mural review committee should include the following representatives (you may circle more than one):



MILWAUKIE MURAL SURVEY RESULTS



14. Milwaukie should allow murals on the following building types/locations (you may choose more than one):



15. An example of a mural in the region that I like is:

Buckman Community mural; 28th/flanders mural
 Wade Creek Park "Bird Party" mural in Estacada
 Mike Hensley, Outside-In at SE 13th Ave
 The mural that used to be on Chopsticks
 Mike Hensley's at Outside In in downtown PDX is wonderful;
 Angelina Marino in Beaverton-Hillsdale
 Not seen any locally
 Silverton
 Historic murals and murals on schools
 I tend to love any kind of murals/graffiti that one is able to label artwork
 I really like the one facing the post office.
 No longer there but was Portland - big garden behind a community garden so it seemed to go on and on
 None
 Portland Mausoleum (seen from Oaks Bottom and Oaks Park).
 The Tree of Life, I love that mural. (Estacada)
 I like the historic walk of murals in Silverton. Milw. has a lot of history with the river, etc.
 Mustangs at the high school.
 Hillsdale mural @ Terwilliger & SW Capitol Hwy
 Mural that used to be on Chop Sticks.
 Rose that used to be on water tower in Parkrose
 Hope is Vital in Portland.
 Milwaukie High School Mustangs. Roses in Portland.
 I really liked the Chopsticks Express mural which is now gone.

All
 The trump de l'oiel mural on the History Museum downtown
 The river
 Corner of SE 20th and Belmont, but building just torn down; Tree of Life in Estacada is nice.
 The mural that was on Chopsticks-(Kangas mural that was facing the farmers' market).
 The horses coming out of the wall as shown in the survey above.
 I truly love all murals.
 The blue heron in the Oaks Bottom area!
 "Hope is Vital" Mural (Portland)
 Buckman
 The whale mural near the central library in Portland. Also the Big Red Rose in Portland.
 West Moreland nature area--backside of mortuary.
 Milwaukie High School horses on wall
 Most murals with historical themes.
 Those identified in this survey are fine by me -- just not advertising!
 Historic mural like story of founders and execution of mural
 OCY at Main near cross tracking
 Oregon City
 McMennamin's Murals are great! Historic murals in Oregon City.
 Downtown Bend murals.
 Portland State "books" mural.
 Historic mural in downtown Walla Walla.

MILWAUKIE MURAL SURVEY RESULTS



16. An example of a mural in the region that I dislike is:

Jane Brewster, SE 33rd & Hawthorne

None

The pioneer ones in downtown Oregon City, but I like the one inside the city hall

I didn't like a lot of them shown above - aesthetically something poorly designed or executed.

Can't think of one.

All

Any graffiti art (on buildings, trains, etc.)

The mustang mural

Abstract

MHS wall. It was better before it was redone. It is ugly.

the ones with loud colors and are hard to read or understand a quick glance

Commercial style

Can't think of any

Milwaukie Mustang mural

Abstract mural in Beaverton

Inside the Milwaukie post office

None

Can't think of one

The art on Chip and Dales, or whatever the iron place on McLoughlin is called

Graffiti style

Historic Mural that used to be on Chopsticks

Graffiti

Any abstract mural

Any mural with a graffiti/tag style.

Commercial advertising murals in downtown Portland

MHS mustang mural not very strong in artistic sense

Portland 39th and Belmont

Not applicable; art will be both liked and disliked

Commercial

I don't like tag art like on ACI on 45th near JCB. I like the small school one w/animals

MILWAUKIE MURAL SURVEY RESULTS



17. My biggest concern about murals in Milwaukie is:

| | |
|--|---|
| It will be difficult to get some peoples buy in on certain designs | That they are not beautiful and aesthetic. |
| Cheesy artwork | Should be employed to support the Arts - not Commerce. |
| My biggest concern is that Milwaukie will end up with a dry "historical" mural | Being to "loud" or "distracting" |
| Limits won't be set/Need committee to assure | Not historically or culturally appropriate |
| Commercialism | Review panels voting on artistic merit |
| They will be cute or hokey and lacking in artistic value | Amount of cost to city, if any, and fear of a design that looks dated quickly |
| Not fitting into environment in which it is placed | Artistic quality |
| Garish colors, inappropriate to historic value. | The lack of murals |
| That there would be too many and the artwork would be too weird | Hiring non-local artists |
| The committee will be biased. | Cluttering up the look of downtown |
| General upkeep so the quality is maintained | That actual Milwaukie residents won't have a say in what the artwork will look like, much like the proposed sculpture at the park place light rail station that was scrapped. |
| Religious murals irritate me | That they be pleasing to look at, and make people think. |
| I hope all will relate to or connect people with Milwaukie in some way past, present, future, not just be a "display". | Public support |
| Gang activity | No oversight |
| Being vandalized | That they will be damaged by vandals with spray paint. |
| Tasteful | Colorfast and no bleaching in the sun |
| That they will get co-opted by the "we want it to represent what Milwaukie was" crowd rather than promoting true art | They will be eyesores |
| No connected theme, poor quality | Historically significant and an enhancement to the community with no political or religious agenda |
| No theme and every business just does whatever it likes | Content vs size vs "appropriateness" which is subjective. |
| Everyone's tastes are different. Once a mural is up we are stuck looking at it regardless of if we like it or not. | Example: I wouldn't want some of Dark Horses characters in larger than life size on Main Street, etc. but DH does have some great potential. |
| Small mindedness will kill complexity, variety & limit #s | Selecting murals that will enhance the city and keeping them in good condition. |
| Beauty is in the eye of the beholder | None |
| That they cover graffiti | Murals should be enjoyed by all--not just by a select few "artistic geniuses" |
| Looking amatuerish. | Upkeep & durability of paint |
| A mural that is a distraction to drivers and "aesthetically challenged" based on majority values of the community. | No concern |

MILWAUKIE MURAL SURVEY RESULTS



18. Additional comments:

Murals don't have to be limited to paint.

Best of luck!

My legal address is in not Milwaukie, but consider Milwaukie to be our home.

I also love a great mural at Tabor Commons, the Jupiter Hotel and SE 33rd + Hawthorne.

When I marked "i don't know" above a lot of the time I was saying that I was neutral - i didn't agree or disagree or maybe i didn't care.

I have lived in Milwaukie for less than a year. I see no reason why, with all the talent that lies untapped here, that we can't have the same feel as Hawthorne St. or Albina St.

Would love for some to be visible to Amtrak riders. Nobody's political statement. Culturally diverse and culturally sensitive but honest. My daughter painted 2 murals inside my house that I love.

Let's worry about more important issues first before we start thinking about art.

Art is subjective, therefore people will have different taste in various style of art and theme.

Murals should be about art first, message second.

Do it and do it well. Make people want to come to Milwaukie to see it.

Keep it classy.

I don't think murals should be allowed as they could be considered an eye sore based on a person's taste in art.

Exeter, CA has won many awards for murals, should check it out.

The style and content is key. Also to have a way to remove something that does not have community support. It should reflect the history of the community or company. Maybe they should just be in downtown. This is a great idea!

I think this is a WONDERFUL idea!

Murals are one of the best forms of artistic expression to reach the public

This is great way to involve the community and show the talent of our local artist.

I don't think murals in Milwaukie will bring tourists in. Don't over do it. A few placed in the right spots will add to the city.

Murals make Milwaukie more personalized and friendly. Murals should be professionally commission. Even if it is student produced which is very appropriate, it should hold to high artistic standards and community relevance. Would prefer a few strategic murals rather than all over the place.

Murals shouldn't be allowed in residential areas absent (1) NDA approval, and (2) lack of objection by any landowner within 300 feet or within sight (whichever is further).

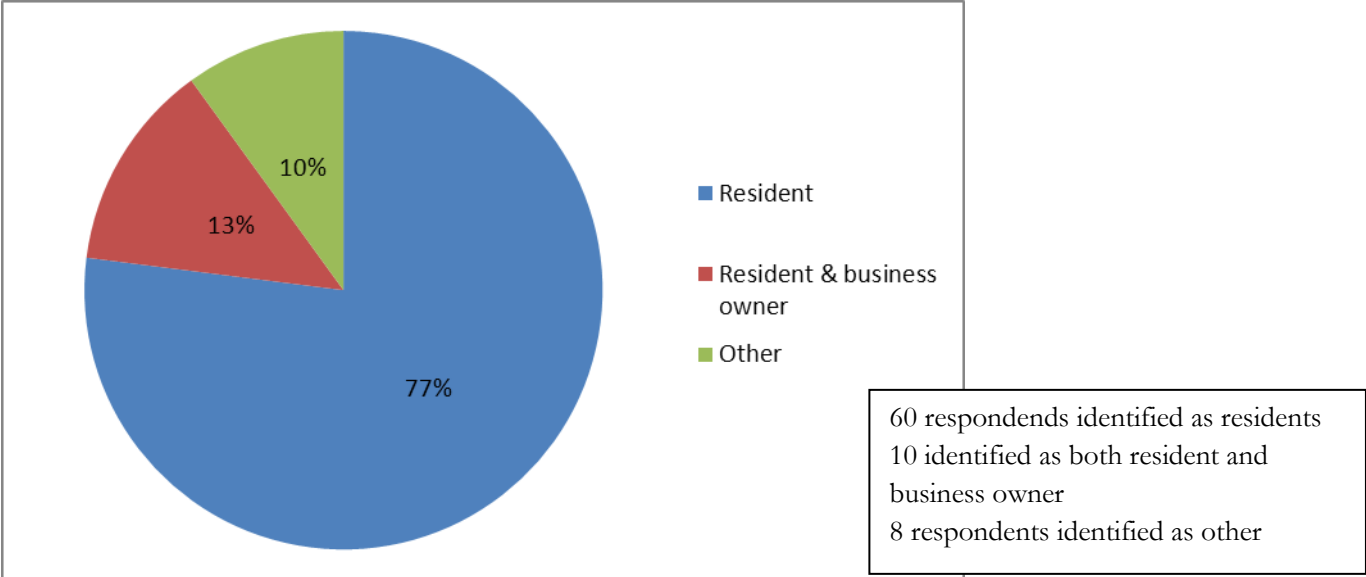
Be careful of oversaturation.

I love murals - especially nature or historical reference or cool retro community themes.

MILWAUKIE MURAL SURVEY RESULTS



Please tell us a little about yourself:



Name: _____ Email: _____

- I live in Milwaukie and the nearest intersection is: _____
- I own a business in Milwaukie and the nearest intersection is: _____
- I do not live or own a business in Milwaukie.

THANK YOU for completing this survey!

MAIL TO:
City of Milwaukie
Attn: Beth Ragel/artMOB
10722 SE Main St. Milwaukie, Or. 97222



To: Mayor and City Council
Through: Bill Monahan, City Manager
From: Bob Jordan, Chief of Police 
Subject: Intergovernmental Agreement (IGA) re the Provision of Peer Support Services
Date: March 2, 2012

ACTION REQUESTED

Authorize the signing of the IGA for the provision of peer support services for Milwaukie Police Department Employees

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

None

BACKGROUND

The Oregon State Legislature recognizes that law enforcement officers and other emergency responders are regularly exposed to incidents that can generate stress, either the result of a single incident or the accumulation of several incidents. These critical incidents can cause an individual to experience strong emotional reactions that have the potential to interfere with their ability to function either at a scene or later. Some of these stress reactions can appear immediately or surface days or weeks later.

Although many police officers would identify officer-involved shootings as a typical critical incident, other events could include serious motor vehicle accidents, fatal crime scenes, or even a divorce, separation or custody dispute that the officer experiences in his personal life.

The proposed IGA provides a mechanism for peer support, in the form of a confidential resource of assistance to member agencies and their employees during critical incidents. The service is available to all member agencies and their families.

The proposed Peer Support IGA would create peer support teams as a confidential counseling support group as defined and regulated by Oregon Revised Statutes 181.860. This statute provides a measure of confidentiality from testimony to qualified peer support team members, acting in that role. In fact, peer support teams have become the standard in the law enforcement profession to mitigate the stress that occurs as part of the law enforcement experience.

In June, 2009, our Police Department was involved in a fatal officer-involved shooting. Members of the Clackamas County Sheriff's Peer Support Team arrived on scene and were very helpful to our officers, not only that day, but in the weeks and months that followed.

The following Clackamas County law enforcement agencies have signed on to this agreement:

- 1) Clackamas County Sheriff's Office;
- 2) Gladstone Police Department;
- 3) Lake Oswego Police Department;
- 4) Oregon City Police Department

If the IGA is approved, the Police Department would approve a small number of officers to receive training as peer support counselors as defined by ORS 181.860.

CONCURRENCE:

FISCAL IMPACTS: None

WORK LOAD IMPACTS: Minimal

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CLACKAMAS COUNTY SHERIFF'S OFFICE
AND SIGNATORY LAW ENFORCEMENT AGENCY
FOR THE PROVISION OF PEER SUPPORT SERVICES**

This is an intergovernmental agreement between the Clackamas County Sheriff's Office (CCSO) and the signatory law enforcement agency for the cooperative provision of regional Peer Support services under ORS 190.010 and ORS 181.860.

Section 1. PURPOSE

The purpose of this Agreement is to define the terms by which a signatory law enforcement agency may participate in cooperative regional peer support services with other law enforcement agencies to assist their public safety personnel. The CCSO Peer Support Program will act as coordinator of the cooperative provision of regional peer support services. Appendix A to this Agreement identifies the forming law enforcement agencies that have expressed intent to participate as a signatory agency.

Section 2. TERMS OF COOPERATION

- 2.1 **Term.** This Agreement is intended as a statement of mutual cooperation for the provision of peer support services. A signatory agency may discontinue participation at any time by written notice to the CCSO Peer Support Program Manager.
- 2.2 **Effective Date.** This Agreement will be effective as to the signatory agency on the date of signing and will remain in effect until participation is terminated in accordance with this Agreement.
- 2.3 **Scope.** A signatory agency agrees to provide personnel to participate as a Peer Support Team member as required and to share peer support resources with other participating law enforcement agencies to include counseling, defusing, and debriefing sessions.
- 2.4 **Training.** A signatory agency agrees to share resources to provide continuing education and training for Peer Support Team members.
- 2.5 **Selection.** A signatory agency will insure that their Peer Support Team members selected to participate in cooperative services have received training in peer support counseling to include providing emotional and moral support to public safety personnel who have been involved in emotionally traumatic incidents by reason of their employment.

- 2.6 **Steering Committee.** Signatory agencies will form a steering committee to meet as determined to develop cooperative procedures consistent with the purpose and furtherance of this Agreement.

Section 3. INDEMNIFICATION AND INSURANCE

- 3.1 Each party shall be responsible for the acts of their respective employees and agents under this Agreement. No party, nor any elected official, officer, board or council members, employee, volunteer or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other parties hereto, their officers, board or council members, employees, volunteers or agents, under or in connection with or arising out of any activities pursuant to this Agreement.
- 3.2 Subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 through 30.300, the parties shall each defend, save and hold harmless and fully indemnify each other, their elected and appointed officials, officers, board and council members, employees, volunteers and agents from any claims suits or actions of whatsoever nature, from all loss, expenses or costs, including attorney fees, judgments, damages or liability arising from injury or death to persons or property, by reason of, and to the extent caused by, the negligent acts or omissions or the willful misconduct of the indemnifying party, its elected and appointed officials, officers, board and council members, employees, volunteers and agents, under or in connection with or arising out of activities pursuant to this Agreement.
- 3.3 Each party is considered the sole employer of any of their employees who participate in Peer Support Team activities under this Agreement and shall be solely responsible for providing workers' compensation insurance for their respective employees.
- 3.4 If a party receives notice of a claim or suit relating to Peer Support Team activities in which a member of the participating agency was involved they shall promptly notify all other participating agencies to this agreement. All parties agree to fully cooperate with the others in the administration or litigation of all such claims.
- 3.5 Each party shall obtain insurance coverage for themselves and their officers, employees and agents with limits no less than the applicable limits of liability

provided for under the Oregon Tort Claims Act. A party may use self-insurance to meet this requirement in whole or in part so long as that party maintains an actuarially sound self-insurance fund for that purpose.

Section 4. CONFIDENTIALITY AND ADHERENCE TO LAW

- 4.1 Each agency participant will comply with all federal, state, and local laws pertaining to the delivery of peer support services.
- 4.2 Any communications made by a participant or counselor in a peer support counseling session conducted by a Peer Support Team member and any oral or written information conveyed in the peer support counseling session is confidential and may not be disclosed by any person participating in the peer support counseling session, except to the limited extent that disclosure is necessary for the safety of the person receiving peer support services or another or as may be compelled by applicable law.
- 4.3 All oral communications, notes, records and reports arising out of a peer support counseling session are confidential. Any notes, records or reports arising out of a peer support counseling session may not be disclosed, unless all or a part of such communications, notes, records and reports are determined to be subject to disclosure by the District Attorney or a court of competent jurisdiction.

Section 5. SURVIVAL

Any termination of this Agreement shall be without prejudice to any obligation or liability of a signatory agency that has accrued prior to the date of termination.

Section 6. SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature page follows:

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below:

City Of Molalla

Signer

Title

Date

DATED this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Approved as to form

County Counsel

APPENDIX A
FORMING LAW ENFORCEMENT AGENCIES AS OF OCTOBER 2011

Canby Police Department
Clackamas County Department of Communications (C-COM)
Clackamas County Sheriff's Office
Gladstone Police Department
Lake Oswego Police Department
Milwaukie Police Department
Molalla Police Department
Oregon City Police Department
Oregon State Police
Sandy Police Department
West Linn Police Department

To: Mayor and City Council

Through: Bill Monahan, City Manager

From: Bob Jordan, Chief of Police

Subject: Intergovernmental Agreement (IGA) between Cycle Oregon and the City of Milwaukie

Date: March 26, 2012

ACTION REQUESTED

Approval of an IGA that authorizes Cycle Oregon to reimburse the City of Milwaukie for the deployment of motorcycle officers assisting in two Cycle Oregon events.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

None

BACKGROUND:

Cycle Oregon is a non-profit that hosts two bicycle tours around Oregon every year. Their signature tour is called Cycle Oregon - the Week Ride. The shorter ride is called Cycle Oregon - the Weekend Ride. During the Week Ride, over 2,000 bicycle riders from all over the United States tour the back roads of Oregon over routes that explore a different part of Oregon every year. The Week Ride occurs the second week of September; the Weekend Ride generally occurs in mid-July. The ride includes three catered meals a day, and a campsite "city" that is transported to the next site by truck while the cyclists pedal their way there. Last year Cycle Oregon celebrated 25 years of this event. Even more importantly, Cycle Oregon provides much-needed financial support to those same communities through the Cycle Oregon Fund. From the time the Cycle Oregon Fund was established all the proceeds from the ride have been placed in the fund.

The Cycle Oregon grant fund supports two main causes: projects in communities through which they ride, and bicycling advocacy and projects in Oregon. With more than \$1.5 million currently in the fund, Cycle Oregon disburses approximately \$100,000 each year in grants that spotlight the kind of endeavors that frequently lack statewide attention but often mean everything to the people in the small towns who welcome the riders. Cycle Oregon also provides approximately \$130,000 each year to the communities that host their ride in the summer and in September, for the services they provide. These hosts assist greatly in planning the events and provide hundreds of volunteers whose passion and dedication make the tours a success. Cycle Oregon is widely recognized by the cycling community as the “Best Bike Ride in America”.

Historically, Cycle Oregon has relied on the Oregon State Police Motorcycle Unit to provide traffic assistance during the ride. Motorcycles are uniquely suited for this event as their maneuverability allows the officers to navigate the narrow back roads of Oregon that form the bulk of the mileage on the route. The Oregon State Police disbanded their Motorcycle Unit because of budget cuts earlier this year, leaving Cycle Oregon without this valuable resource.

The Milwaukie Police Department has three motorcycle officers, one of whom is Officer John Downey. Although John refers to himself as the “junior” motor officer, he is anything but, having retired as a State Police Captain and multi-year veteran of providing motorcycle patrol duty on Cycle Oregon.

I have worked with Cycle Oregon’s Executive Board, our Traffic Unit, as well as Milwaukie’s Human Resources and Finance Departments to propose a reimbursement agreement that fairly reflects the actual costs of deploying our motorcycle officers, including all of the intangible costs, such as cost of the officers’ health insurance, for example. The Weekend Ride, scheduled for July 13 – 15, 2012 is further described at <http://www.cycleoregon.com/weekend-ride>. The Week Ride is scheduled for September 8 – 15 and is further described at <http://www.cycleoregon.com/week-ride/>.

Because our motorcycle officers are not included in the calculation of the Department’s minimum staffing for patrol, as they are assigned to traffic enforcement duties, their reassignment for this detail will not affect minimum staffing or cause the expenditure of overtime.

The projected costs, a result of our collaboration with the City’s Human Resources and Finance Departments and Cycle Oregon, are as follows:

| | |
|-----------------|------------|
| 1) Weekend Ride | \$2,407.20 |
| 2) Week Ride | \$6,322.35 |
| Total Costs | \$8,729.55 |

I have included three attachments which provide further, more detailed, information about how these costs were calculated;

- 1) Attachment marked "HR Personnel Costs" is a breakdown of each officer's cost to the City with and without Health Insurance
- 2) Attachment marked "Cycle Oregon – Weekend Ride" is a breakdown of the cost of the three officers and related expenses for the two day weekend ride
- 3) Attachment marked "Cycle Oregon – Week Ride" is a breakdown of the cost of the two officers (note that three officers are doing the weekend ride) and related expenses for the weeklong ride

There are three primary benefits to the City of Milwaukie if this IGA is approved;

- 1) The participation of our uniformed motorcycle officers in these two events will raise the profile of the City of Milwaukie by aligning us with a well-regarded state-wide event, exposing us to thousands of Oregonians and out-of-staters in a positive, helpful light. Current sponsors of Cycle Oregon include Nike, ODS, the Oregonian, Umpqua Bank, Alpenrose Dairy and our own local Dave's Killer Bread. Cycle Oregon's Executive Board is working to fashion a similar recognition for our participation.
- 2) The reimbursement of the cost of the officers and collateral expenses, from Cycle Oregon to the City of Milwaukie, will serve as a cash fund that would not otherwise be available in these difficult budget times.
- 3) Our motorcycle officers will greatly benefit from the opportunity to employ the diverse skills required to accompany these cyclists over a multi-day period and varied terrain. Motorcycle officers depend on training opportunities to ride safely in their daily deployment.

Attached find a copy of the proposed IGA.

CONCURRENCE:

FISCAL IMPACTS: None

WORK LOAD IMPACTS: Minimal

HR PERSONNEL COSTS

| EMP. NO | NAME | Weekly Cost | Cost |
|-------------|----------------|------------------|------------------|
| | | WITHOUT | WITH |
| | | Health insurance | Health Insurance |
| 01-1101 | Hall, Leslie H | \$1,656 | \$1,896 |
| 01-1587 | Downey, John E | \$744 | \$744 |
| 01-1710 | Odem, Zane C | \$1,410 | \$1,820 |
| Grand Total | | \$3,810 | \$4,460 |

CYCLE OREGON

WEEKEND

TRIBE

Day 1

14-Jul

Hall \$ 50.88
 Odem \$ 27.91
 Downey \$ 32.31

10 \$
 10 \$
 10 \$

508.80
 279.10
 323.10

SUV
 Motorcycles X 3

100
 600
 7
 20

\$ 3.75 \$ 26.25
 \$ 3.95 \$ 79.00

Day 2

15-Jul

Hall \$ 32.31
 Odem \$ 43.95
 Downey \$ 32.31

10 \$
 10 \$
 10 \$

323.10
 439.50
 323.10

SUV
 Motorcycles X 3

100
 600
 7
 20

\$ 3.75 \$ 26.25
 \$ 3.95 \$ 79.00

Total \$ 2,196.70

Total \$ 210.50

Grand Total

\$ 2,407.20

CYCLE OREGON - WEEK RIDE

| Travel Day | | Hr. Rate | Hours | Total | Fuel | Miles | Gallons | Cost | Total |
|------------|--------|----------|-------|-----------|----------------|-------|---------|---------|----------|
| 8-Sep | Odem | \$ 27.91 | 5.5 | \$ 153.51 | SUV | 307 | 20 | \$ 3.75 | \$ 75.00 |
| | Downey | \$ 32.31 | 5.5 | \$ 177.71 | Motorcycles | 307 | 12 | \$ 3.95 | \$ 47.40 |
| Day 1 | | | | | | | | | |
| 9-Sep | Odem | \$ 43.95 | 10 | \$ 439.50 | SUV | 155 | 11 | \$ 3.75 | \$ 41.25 |
| | Downey | \$ 32.31 | 10 | \$ 323.10 | Motorcycles x2 | 400 | 16 | \$ 3.95 | \$ 63.20 |
| Day 2 | | | | | | | | | |
| 10-Sep | Odem | \$ 43.95 | 10 | \$ 439.50 | SUV | 85 | 6 | \$ 3.75 | \$ 22.50 |
| | Downey | \$ 32.31 | 10 | \$ 323.10 | Motorcycles x2 | 500 | 20 | \$ 3.95 | \$ 79.00 |
| Day 3 | | | | | | | | | |
| 11-Sep | Odem | \$ 43.95 | 10 | \$ 439.50 | SUV | 60 | 5 | \$ 3.75 | \$ 18.75 |
| | Downey | \$ 32.31 | 10 | \$ 323.10 | Motorcycles x2 | 500 | 20 | \$ 3.95 | \$ 79.00 |
| Day 4 | | | | | | | | | |
| 12-Sep | Odem | \$ 27.91 | 10 | \$ 279.10 | SUV | 60 | 5 | \$ 3.75 | \$ 18.75 |
| | Downey | \$ 32.31 | 10 | \$ 323.10 | Motorcycles x2 | 500 | 20 | \$ 3.95 | \$ 79.00 |
| Day 5 | | | | | | | | | |
| 13-Sep | Odem | \$ 27.91 | 10 | \$ 279.10 | | | | | |
| | Downey | \$ 32.31 | 6 | \$ 193.86 | Motorcycles x2 | 300 | 12 | \$ 3.95 | \$ 47.40 |
| Day 6 | | | | | | | | | |
| 14-Sep | Odem | \$ 27.91 | 10 | \$ 279.10 | SUV | 80 | 6 | \$ 3.75 | \$ 22.50 |
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| Day 7 | | | | | | | | | |
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| Travel Day | | | | | | | | | |
| 16-Sep | Odem | \$ 43.95 | 5.5 | \$ 241.73 | SUV | 307 | 20 | \$ 3.75 | \$ 75.00 |
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Total Salary \$ 5,318.00 Total Fuel 221 \$ 858.35

Non Food Tent Meals

| | | | | | | | | | |
|-------------|--------|----------|--|--|--|--|--|--|-------------|
| Meals - Sat | Lunch | \$ 13.00 | | | | | | | |
| | Dinner | \$ 29.00 | | | | | | | \$ 6,176.35 |
| Mon | Break | \$ 9.00 | | | | | | | |
| Sunday | Break | \$ 9.00 | | | | | | | |
| | Lunch | \$ 13.00 | | | | | | | |

Total \$ 73.00 x2 \$ 146.00

| |
|---|
| Total for Week Ride \$ 6,322.35 |
|---|

To: Mayor and City Council

Through: Bill Monahan, City Manager

From: Bob Jordan, Chief of Police

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