

**CITY OF MILWAUKIE
CITY COUNCIL REGULAR SESSION
APRIL 17, 2012**

CALL TO ORDER

Mayor Ferguson called the 2124th meeting of the Milwaukie City Council to order at 7:14 p.m. in the City Hall Council Chambers.

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

Staff present: City Attorney Tim Ramis, Assistant to the City Manager Teri Bankhead, City Recorder Pat DuVal

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Recognize Milwaukie High School Student of the Month for April

Mayor Ferguson and the City Council recognized Valentina Galindo as the Milwaukie High School Student of the Month for April 2012.

B. Earth Day Proclamation

Mayor Ferguson read a proclamation naming April 22, 2012 as *Earth Day* and urged all citizens to be mindful of local, state, and national laws which protected our environment and to join in efforts to preserve the beauty and wonder of the land, skies, and water of the Earth in all its diversity.

C. Portland General Electric Green Challenge Presentation

Thor Hinkley and **Annette Mattson** of Portland General Electric (PGE) discussed the City's opportunity to participate in the EPA Green Power Challenge Program. The City would sign an agreement for a monthly premium, and PGE negotiated on the City's behalf to receive a certain amount of renewable power. Mr. Hinkley briefly reviewed the benefits.

Mayor Ferguson proposed that the Milwaukie City Council consider subscribing to the clean wind proposal at some level, preferably at the bronze level, to express the City's commitment to a sustainable future.

Ms. Mattson briefly discussed the LED lighting program. The technology had matured to the point where PGE would offer the program at the end of this year to jurisdictions and beginning with the older fixtures. The benefit would be reduced electrical costs.

Mayor Ferguson requested further discussion at a future work session.

Mr. Hinkley discussed residential use of renewable energy and the awards levels points program.

CONSENT AGENDA

It was moved by Councilor Hedges and seconded by Councilor Chaimov to adopt the consent agenda as presented.

A. City Council Meeting Minutes:

1. April 3, 2012 Work Session; and
2. April 3, 2012 Regular Session

- B. Resolution 22-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing Execution of an Intergovernmental Agreement with the State of Oregon to Prepare a Draft Tacoma Station Area Plan;
- C. Resolution 23-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Adopting Its Council Goals for 2012;
- D. An Intergovernmental Agreement between the Clackamas County Sherriff's Office and Signatory Law Enforcement Agency for the Provision of Peer Support Services; and
- E. A Memorandum of Understanding between the Milwaukie Police Department and Cycle Oregon.

Motion passed with the following vote: Councilors Loomis, Miller, Chaimov, and Hedges and Mayor Ferguson voting "aye." [5:0]

AUDIENCE PARTICIPATION

Greg Hemer, Milwaukie, thanked City Council and staff for allowing the monthly light rail meetings where all were treated with respect although there was a diversity of opinions. He also invited the Mayor and Council to the first Pacific Northwest *Made in America Home* ribbon cutting in the Lake Grove area.

PUBLIC HEARING

None scheduled.

OTHER BUSINESS

A. Council Reports

Mayor Ferguson and Councilors reported on meetings they had attended on behalf of the City and announced upcoming events.

ADJOURNMENT

It was moved by Councilor Hedges and seconded by Councilor Miller to adjourn the meeting. Motion passed with the following vote: Councilors Loomis, Miller, Chaimov, and Hedges and Mayor Ferguson voting "aye." [5:0]

Mayor Ferguson adjourned the regular session at 7:55 p.m.

Respectfully submitted,



Pat DuVal, Recorder

REGULAR SESSION

Date: 4/17/12

I wish to address City Council on Agenda Item # 4 ✓

Name: Greg / Frank Hemer

Organization:

Address: [Redacted]

Phone: [Redacted]

E-mail: [Redacted]

- Speaking in support Speaking in opposition
 Providing neutral comments / or asking questions of clarification

Comments: monthly milw PLMR

Invite & announce made in America Home
Thurs April 26th 10:00 AM 16173 SW Bonaire Ave
Lake Grove, OR Ribbon cutting

Commercial & Industrial Customer Benefits

PGE Clean WindSM Renewable Power

Complimentary Publicity and Recognition

LOWRRA ENERGY GROUP

Awards	Platinum	Gold	Silver	Bronze
Personalized Ad in Oregonian or Portland Business Journal <i>Ad will appear within three months of your enrollment</i>	X			
Press release <i>Timing to be coordinated with your PR goals; usually release is sent within one month of your enrollment.</i>	X			
Exclusive 100% renewable window decal	X			
Eligible for profile in PGE Renewable Report newsletter with coupon potential	X	X		
Profile on GreenPowerOregon.com <i>PGE's green community website. Profile will be posted within three months of your enrollment.</i>	X			
Recognition at customized employee event <i>PGE provides a customized event to educate your employees on your commitment to buy green power</i>	X	X		
Inclusion in page dominant Oregonian and Business Journal ads <i>Platinum level receives premium recognition, Gold receive secondary recognition, Silver get tertiary mention. Limit 25 characters maximum. See the back of this page for more details.</i>	X	X	X	
Engraved recognition plaque - Presented at annual customer recognition event	X	X	X	
Invitation to annual customer recognition event <i>Previous VIP presenters of awards include Senators Wyden and Smith</i>	X	X	X	X
One-time listing in "welcome new customers" ad in newspaper				X
Framed certificate of enrollment - Delivered within one month of your enrollment	X	X	X	X
Listing in Renewable Report newsletter - Circulation more than 80,000 customers <i>Listing also appears on PortlandGeneral.com and GreenPowerOregon.com</i>	X	X	X	X
Marketing toolkit: Online photos, Web graphics and marketing messages	X	X	X	X
Eligible for inclusion in PGE's Green Community coupon book	X	X	X	X
Annual CO₂ offset certificate - Delivered annually in 1st Quarter	X	X	X	X



Commercial & Industrial Awards Levels Clean WindSM Renewable Power

	Platinum*	Gold	Silver	Bronze
Points Needed to Achieve Levels	25,000*	12,500	7,500	2,500

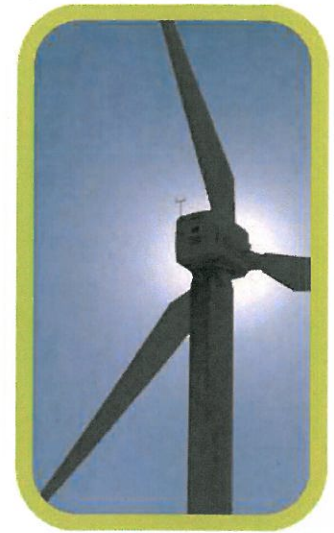
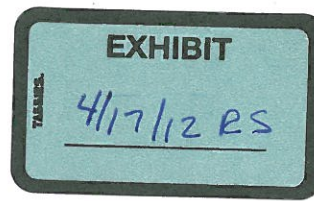
For every 1,000 kWh/A purchased, you earn 10 points.

*To reach the highest Platinum level, you must earn 25,000 points AND purchase 100% of your Rate Schedules 83, 85 and 89 energy use with Clean WindSM power.

Oregonian/Business Journal Ad:

- This ad runs six times a year in the Oregonian and/or Portland Business Journal.
- Platinum level customers receive premium recognition, with Gold level customers receiving secondary recognition and Silver level customers receiving tertiary mention.
- There is a 25-character limit to each organization name listed
- We will aggregate multiple divisions or locations of a company or organization to arrive at the highest possible level listing, but if you choose you can have a maximum number of three individual listings instead.

Clean WindSM Proposal



City of Milwaukie

Wednesday, April 11, 2012

Basic Service

12 Months Billing:	4,729,892
Averaged Monthly Usage:	394,158

Clean Wind Award Levels

	Annual Premium	Monthly Premium	kWh Purchased Year	kWh Purchased Month	% of Annual kWh
PLATINUM*	\$31,217.29	\$2,601.44	4,729,892	394,158	100.00%
GOLD	\$8,250.00	\$687.50	1,250,000	104,167	26.43%
SILVER	\$4,950.00	\$412.50	750,000	62,500	15.86%
BRONZE	\$1,650.00	\$137.50	250,000	20,833	5.29%
3% Minimum Purchase	\$93.65	\$7.80	14,190	1,182	3.00%

*Platinum requires 100% purchase

Disclaimer: You do not need to purchase this product to continue to receive safe, reliable power from PGE. You may buy similar products and services from other providers.



You have the **power** to make a difference.

Portland General Electric

PortlandGeneral.com/CleanWind

AGENDA

MILWAUKIE CITY COUNCIL APRIL 17, 2012

MILWAUKIE CITY HALL
10722 SE Main Street

2124th MEETING

REGULAR SESSION – 7:00 p.m.

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No. |
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| 1. CALL TO ORDER
Pledge of Allegiance | |
| 2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS | 1 |
| A. Recognize Milwaukie High School Student of the Month for April | |
| B. Earth Day Proclamation | 2 |
| C. Portland General Electric Green Challenge Presentation | |
| 3. CONSENT AGENDA <i>(These items are considered to be routine, and therefore, will not be allotted Council discussion time on the agenda. The items may be passed by the Council in one blanket motion. Any Council member may remove an item from the "Consent" portion of the agenda for discussion or questions by requesting such action prior to consideration of that portion of the agenda.)</i> | 3 |
| A. City Council Meeting Minutes | 4 |
| 1. April 3, 2012 Work Session | |
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| B. Intergovernmental Agreement with the State of Oregon for Station Area Planning – Resolution | 10 |
| C. Council Goals Adoption – Resolution | 73 |
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| E. Memorandum of Understanding between Cycle Oregon and the City of Milwaukie | 89 |
| 4. AUDIENCE PARTICIPATION <i>(The Presiding Officer will call for statements from citizens regarding issues relating to the City. Pursuant to Section 2.04.140, Milwaukie Municipal Code, only issues that are "not on the agenda" may be raised. In addition, issues that await a Council decision and for which the record is closed may not be discussed. Persons wishing to address the Council shall first complete a comment card and return it to the City Recorder. Pursuant to Section 2.04.360, Milwaukie Municipal Code, "all remarks shall be directed to the whole Council, and the Presiding Officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous." The Presiding Officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.)</i> | |

5. **PUBLIC HEARING** *(Public Comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.)*

A. **None scheduled**

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

A. **Council Reports**

7. **INFORMATION**

8. **ADJOURNMENT**

Public Information

- **Executive Session:** The Milwaukie City Council may meet in executive session immediately following adjournment of the regular 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.
- The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.

2.

PROCLAMATIONS,
COMMENDATIONS,
SPECIAL REPORTS,
AND AWARDS

PROCLAMATION
EARTH DAY
CITY OF MILWAUKIE

WHEREAS, the first Earth Day was celebrated on April 22, 1970, with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our nation's natural resources; and

WHEREAS, it is the responsibility of each of us to safeguard the environment, by recognizing that all human life depends upon the Earth and upon one another for our mutual existence, well-being, and development; and

WHEREAS, steps to protect and preserve our natural environment through education, partnerships, and positive actions are being encouraged in City of Milwaukie public buildings through our Sustainable Milwaukie plan and in the community in general; and

WHEREAS, the citizens of the City of Milwaukie are committed not only to the protection and preservation of our environment, but also to the restoration of ecosystems and habitat; and

WHEREAS, the City of Milwaukie proudly recognizes all who participate in Earth Day, for their dedication to taking a proactive role in shaping the future of our environment and in protecting Milwaukie's precious natural resources.

NOW, THEREFORE, BE IT RESOLVED that I, Jeremy Ferguson, Mayor of the City of Milwaukie, Oregon, do hereby proclaim April 22, 2012 as

EARTH DAY

in the City of Milwaukie and urge all our citizens to be mindful of local, state and national laws which protect our environment, and to join in efforts to preserve the beauty and wonder of the lands, skies, and water of the Earth in all its diversity.

Jeremy Ferguson, Mayor of the City of Milwaukie
Signed this 17th day of April 2012

3.

CONSENT AGENDA

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 Harbargar, *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

**CITY OF MILWAUKIE
CITY COUNCIL REGULAR SESSION
APRIL 3, 2012**

CALL TO ORDER

Mayor Ferguson called the 2123rd meeting of the Milwaukie City Council to order at 7:05 p.m. in the City Hall Council Chambers.

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

Staff present: City Manager Bill Monahan, City Attorney Damien Hall, Assistant to the City Manager Teri Bankhead, Police Chief Bob Jordan, Police Captain Dave Rash, Police Captain Steve Bartol, City Recorder Pat DuVal, and Interim Operations Director/Engineering Director Gary Parkin

Media: Molly Harbager, *The Oregonian*

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Citizen Recognition for Austin Reamer

Chief Jordan and the Milwaukie City Council commended Austin Reamer for his good judgment when finding a hand grenade in the rafters of his room. A reception for him and his family followed.

B. Update on Union Pacific Quiet Zone Update

Mr. Parkin gave a brief report on the progress of the quiet zone for the Union Pacific Mainline. The horns were blasted at three crossing, and he provided a graphic of the decibel levels in the City. The City would look to implement all pedestrian measure when the Harrison Street improvements were completed. The City would spend approximately \$50,000 in Transportation System Development Charges (SDC) funds and \$100,000 in Community Development Block Grant (CDBG) funds. The costs for 37th Avenue/Railroad Avenue would be partially funded by the Street Surface Maintenance Program (SSMP).

CONSENT AGENDA

It was moved by Councilor Chaimov and seconded by Councilor Hedges to adopt the consent agenda as presented.

A. City Council Meeting Minutes:

1. February 7, 2012 Work Session;
2. March 6, 2012 Work Session;
3. March 6, 2012 Regular Session;
4. March 20, 2012 Work Session; and
5. March 20, 2012 Regular Session

B. Resolutions Making Appointments to Boards, Commissions, and Committees:

1. Resolution No. 13-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Laura Gamble to the Milwaukie Library Board;

2. **Resolution No. 14-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Kathleen Gannett as an Alternate to the Milwaukie Library Board;**
3. **Resolution No. 15-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Reappointing Chantelle Gamba to the Milwaukie Design and Landmarks Committee;**
4. **Resolution No. 16-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Scott Barbur to the Milwaukie Design and Landmarks Committee;**
5. **Resolution No. 17-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Members to the Milwaukie Arts Committee (Kara Busick, Elyssa Thelin, Zara Logue, Jennifer Finn, and Joseph J. Riso newly appointed and Jason “Dizzy” Lavery and Lars Campbell reappointed);**
6. **Resolution No. 18-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Shaun Lowcock to the Milwaukie Planning Commission;**
7. **Resolution No. 19-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Reappointing Scott Churchill to the Milwaukie Planning Commission; and**
8. **Resolution No. 20-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Wilda Parks as an Alternate to the Milwaukie Planning Commission.**

C. Resolution No. 21-2012: A Resolution of the City Council of the City of Milwaukie, Oregon, Assessing the Costs of Abatement of the Nuisance Located at 2836 SE Monroe Street and Entering the Same on the Docket of City Liens Pursuant to Milwaukie Municipal Code Section 8.04.200(D).

Motion passed with the following vote: Councilors Hedges, Loomis, Miller, and Chaimov and Mayor Ferguson voting “aye.” [5:0]

AUDIENCE PARTICIPATION

None.

PUBLIC HEARING

None scheduled.

OTHER BUSINESS

A. Adoption of Emergency Operations Plan

Capt. Rash described the Emergency Operations Plan (EOP) update process and the National Incident Command system. The basic plan outlined the overall emergency management organization and described participants’ roles.

Councilor Hedges observed there appeared to be nothing in the Plan for feeding and housing emergency personnel for long-term incidents.

Capt. Rash replied as an emergency grew, the Plan was designed to move up the chain and allow for resources.

Mayor Ferguson stated it was important for residents to know this was a piece of the larger national structure to make sure all were on the same page and facilitate communication during an emergency. He and the Councilors commended Capt. Rash for spearheading the effort for Milwaukie.

It was moved by Councilor Hedges and seconded by Councilor Miller for the first and second readings by title only and adoption of the ordinance amending Milwaukie Municipal Code Section 1.15.010 Plan Adopted. Motion passed with the following vote: Councilors Hedges, Loomis, Miller, and Chaimov and Mayor Ferguson voting “aye.” [5:0]

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

Ms. DuVal polled the Council: Councilors Hedges, Loomis, Miller, and Chaimov and Mayor Ferguson voting “aye.” [5:0]

ORDINANCE NO. 2046:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING MILWAUKIE MUNICIPAL CODE SECTION 1.15.010 PLAN ADOPTED

B. Council Reports

Mayor Ferguson and Councilors reported on meetings they had attended on behalf of the City and announced upcoming events.

ADJOURNMENT

It was moved by Councilor Chaimov and seconded by Councilor Hedges to adjourn the meeting. Motion passed with the following vote: Councilors Hedges, Loomis, Miller, and Chaimov and Mayor Ferguson voting “aye.” [5:0]

Mayor Ferguson adjourned the regular session at 7:51 p.m.

Respectfully submitted,

Pat DuVal, Recorder



Agenda Item: 3.B.
Meeting Date: Apr 17, 2012

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Tacoma Light Rail Station Area Project

Prepared By: Susan P Shanks
Dept. Head Approval: Katie Mangle
City Manager Approval: Bill Monahan
Reviewed by City Manager: 4/6/12

ISSUE BEFORE THE COUNCIL

Consideration of an Intergovernmental Agreement (IGA) between the City of Milwaukie and the State of Oregon for a Transportation and Growth Management (TGM) grant to develop a Tacoma Station Area Plan.

STAFF RECOMMENDATION

Approve the IGA and commit the necessary staff time to successfully complete the project.

KEY FACTS & INFORMATION SUMMARY

Approval of the IGA would enable the City to: (1) undertake a project that is not currently in the City's budget, (2) gain access to the technical and analytical expertise of various land use and transportation professionals, and (3) develop a light rail station area plan that would improve the economic vitality of this area.

OTHER ALTERNATIVES CONSIDERED

Until the IGA is signed, the City is not obligated to work on the project.

CITY COUNCIL GOALS

The project supports Council's economic development goal by: (1) addressing barriers to redevelopment in the City's North Industrial Area, (2) evaluating the transportation and land use feasibility of minor league baseball in this area, (3) and maximizing access to—and activation of—this area through the use of existing and future State, regional, and local transportation facilities.

ATTACHMENT LIST

Resolution & Intergovernmental Agreement
Preliminary Project Schedule
Preliminary Project Overview

FISCAL NOTES

The project requires the commitment of a significant amount of staff time.



To: Mayor and City Council

Through: Bill Monahan, City Manager
Kenneth Asher, Community Development and Public Works Director
Katie Mangle, Planning Director

From: Susan P. Shanks, Senior Planner

Subject: Tacoma Light Rail Station Area Project

Date: April 10, 2012 for April 17, 2012 Work Session

ACTION REQUESTED

Approve a resolution (Attachment 1) to enter into an intergovernmental agreement with the State of Oregon to develop a Tacoma Station Area Plan.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

March 2012: Staff provided Council with an overview of the project and its status.

March 2011: Council adopted Resolution 30-2011 that endorsed the City's grant application for Transportation and Growth Management (TGM) funding to develop a Tacoma Station Area Plan.

February 2011: Council directed staff to prepare a TGM grant application for the Tacoma Station Area Plan project.

BACKGROUND

Upon notification in June 2011 that the City's project was selected by the State's TGM Program for funding, staff worked with the TGM grant manager and Angelo Planning Group, the selected consultant, to develop a Statement of Work (SOW) for the project. The SOW is Exhibit A of the IGA (Attachment 2), and describes the project's purpose, assumptions, objectives, and tasks in detail. It also includes a table that itemizes the consultant's project costs, and is the basis for the City's grant award of \$145,000. Attachment 3 is a one-page summary of the SOW.

The IGA required by the State for the expenditure of the \$145,000 grant obligates City staff to work with the grant manager and project consultants to complete the work described in the SOW by June 2013. The IGA specifies that the City's staff time contribution shall be equal to at least \$25,000, which is 14.71% of the total project costs.

Once the IGA is signed, staff will develop a public involvement plan and invite participation in the project's technical advisory committee (TAC) and stakeholder advisory group (SAG). At a minimum, outreach efforts will include the abutting neighborhood district associations in Milwaukie and Portland and affected property owners and businesses. Staff recently briefed the Planning Commission on the status of this project and will invite at least one Commissioner to join the project's SAG. Attachment 4 is a one-page graphic that shows the various public meetings and outreach efforts anticipated by the project as it moves forward.

CONCURRENCE

The Planning Department has worked closely with the Community Development Department on the SOW to ensure effective coordination between this project and the City's minor league baseball efforts.

The Planning Department also coordinated with other affected departments by holding a kick-off meeting on April 3 wherein staff was oriented to the project and individual staff roles and assignments were discussed.

The City Attorney was provided with a copy of the IGA for review.

FISCAL IMPACT

The IGA between the City and the State commits the State to fund the project as described in the SOW. No matching funds from the City are required beyond the commitment of staff time. This project is currently on the Planning Department's work plan. Due to the project's scope, however, it cannot be accomplished without outside funding.

WORK LOAD IMPACTS

The IGA between the City and the State commits staff to undertake the project as described in the SOW. This project would be a significant part of the Planning Department's workload for the 2012-13 fiscal year and would require the involvement of staff from the Operations (specifically GIS), Community Services, Community Development, and Engineering Departments. Attachment 3 estimates the amount of staff time that will be needed to successfully complete the project as it is currently described in the SOW.

ALTERNATIVES

Council has the following options:

- Sign the intergovernmental agreement, which would mean:
 - Accepting the \$145,000 TGM Program grant.

- Directing the Planning Department to manage and coordinate the development of a draft Tacoma Station Area Plan. Staff from other departments would also contribute significant time to the project.
- Do not sign the intergovernmental agreement, which would mean:
 - Rejecting the \$145,000 TGM Program grant.
 - Directing the Planning Department to remove this project from its 2012-13 work plan since no other funding source has been identified.

ATTACHMENTS

1. Resolution
2. Intergovernmental Agreement for Tacoma Station Area Plan (includes project scope)
3. Preliminary Project Schedule (includes workload estimates)
4. Preliminary Project Overview (includes public involvement component)

ATTACHMENT 1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON TO PREPARE A DRAFT TACOMA STATION AREA PLAN.

WHEREAS, City staff applied for and received a \$145,000 grant from the State of Oregon’s Transportation and Growth Management (TGM) Program to fund the City’s Tacoma Station Area Planning Project; and

WHEREAS, City staff worked with the TGM Program staff and its consultants to develop a Statement of Work (SOW) for this project that took the City’s desire to explore the feasibility of minor league baseball into consideration; and

WHEREAS, the SOW provides for the development of a draft Tacoma Station Area Plan; and

WHEREAS, the State of Oregon requires an intergovernmental agreement with the City for the expenditure of the grant money for this project; and

WHEREAS, the intergovernmental agreement obligates City staff to work with the TGM program staff and its consultants to complete the work described in the SOW by June 2013;

NOW, THEREFORE, BE IT RESOLVED that the Council authorizes the City Manager to sign an intergovernmental agreement (IGA) with the State of Oregon to fund the City’s 2012-13 Tacoma Station Area Planning Project.

Introduced and adopted by the City Council on _____ .

This resolution is effective immediately.

Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

INTERGOVERNMENTAL AGREEMENT

City of Milwaukie, Tacoma Station Area Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and City of Milwaukie (“City” or “Grantee”).

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.

2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.

3. This TGM Grant (as defined below) is financed with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”) funds. Local funds are used as match for SAFETEA-LU funds.

4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.

5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.

6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. “City's Amount” means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. “City's Matching Amount” means the amount of matching funds which City is required to expend to fund the Project.

C. “City's Project Manager” means the individual designated by City as its project manager for the Project.

D. “Consultant” means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. “Consultant’s Amount” means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. “Grant Amount” or “Grant” means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant’s Amount.

I. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.

J. “PSK” means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. “Project” means the project described in Exhibit A.

L. “Termination Date” has the meaning set forth in Section 2.A below.

M. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on June 30, 2013 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$145,000.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$145,000.

E. City's Matching Amount. The City's Matching Amount is \$25,000 or 14.71% of the Total Project Costs.

SECTION 3. DISBURSEMENTS

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed by ODOT for, or may use as part of the City's Matching Amount, as the case may be only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.

C. **Reserved**

D. **Reserved**

E. **Reserved**

F. ODOT shall limit reimbursement of, or use as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall ensure that each of its contractors complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation

Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land

Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall

(1) pay to ODOT City’s Matching Amount less Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) to substitute for an equal amount of federal SAFETEA-LU funds used for the Project or use such funds as matching funds; and

(2) provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City’s Matching Amount;
- (c) A list of final deliverables; and
- (d) [Reserved].

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will

participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of

Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

On December 1, 2010 the Director of the Oregon Department of Transportation approved DIR-06, in which authority is delegated from the Director of the Oregon Department of Transportation to the Operations Deputy Director and Transportation Development Division Administrator, to approve agreements with local governments, other state agencies, federal governments, state governments, other countries, and tribes as described in ORS 190 developed in consultation with the Chief Procurement Officer.

City

City of Milwaukie

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

Contact Names:

Katie Mangle
City of Milwaukie
6101 SE Johnson Creek Blvd.
Milwaukie, OR 97206
Phone: 5037867652
Fax: 503-774-8236
E-Mail: manglek@ci.milwaukie.or.us

Gail Curtis, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
Portland, OR 97209-4037
Phone: 503-731-8206
Fax: 503-731-3266
E-Mail: Gail.E.Curtis@odot.state.or.us

EXHIBIT A
TGM 1B-11
City of Milwaukie
Tacoma Station Area Plan

Definitions and Acronyms

Agency/ODOT – Oregon Department of Transportation

City – City of Milwaukie

FEIS – Final Environmental Impact Statement

GIS – Geographic Information System

LOS – Level-of-Service

LPA – Locally Preferred Alternative

Non-SOV – Non-single Occupancy Vehicles

PM – Project Manager

PMLR - Portland to Milwaukie Light Rail

PMT – Project Management Team

Project – Tacoma Station Area Plan project

Report -- Refined Redevelopment Scenarios Report

RTP – Regional Transportation Plan

SAG – Stakeholder Advisory Group

STARS - Sustainable Transportation Access Rating Systems

Station –Tacoma Light Rail Transit Station, including the land used for the station itself and associated parking

TAC – Technical Advisory Committee

TCOC Report - Traffic and Forecast Conditions Opportunities and Constraints Report

TDM – Transportation Demand Management

TGM – Transportation and Growth Management Program

TPR – Transportation Planning Rule

TSA – Tacoma Station Area

TSP – Transportation System Plan

V/C – Volume to Capacity

VMT – Vehicle Miles Traveled

WOC – Work Order Contract

WOCPM – Work Order Contract Project Manager

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the “WOC”) with the work order consultant (“Consultant”) shall contain the following provisions in substantially the form set forth below:

“PROJECT COOPERATION

This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant’s obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a subcontractor shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (Agency) Work Order Contract Project Manager (WOCPM) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.
2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall ODOT be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. WOCPM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.”

Project Purpose and Transportation Relationship and Benefit

The Portland to Milwaukie Light Rail (PMLR) line is expected to open for service in 2015. The Tacoma Station Area Plan will establish the boundaries of the Tacoma Station Area for Metro’s 2040 Plan “Station Community” implementation. While the Tacoma Station Area Plan focus is on the area within the City of Milwaukie’s (City) jurisdiction, it is expected that there may be recommendations for areas and public investments within the City of Portland.

The City of Milwaukie has interest in developing a 4,000-seat baseball (or multipurpose) stadium within the Project Study Area. Currently, there is City Council support and interest in the baseball stadium but that may change over the course of the Tacoma Station Plan development. For this reason, one of the development scenarios to be prepared as part of this work will assume development of the stadium. It is

anticipated that a decision about the baseball stadium will be known prior to the completion of the Tacoma Station Area Plan project (Project) based on a parallel effort occurring.

The purpose of the Project is to create and adopt a land use and transportation plan for the Milwaukie portion of the Project Study Area that addresses barriers to redevelopment, including:

- Developing revised land use zoning for Opportunity Sites 1-3 and the area north of Opportunity Sites 1-3 that effectively takes advantage of light rail access and creates an active Station Community as defined by the Metro Urban Growth Management Functional Plan while allowing the existing industrial uses on Manufacturing-zoned land to continue operation and be viable.
- Completing the analysis and mapping required to demonstrate compliance with Metro's Title 6 and to define the Station Community boundary;
- Preparing a plan for the Project Study Area to improve the multimodal connectivity; including Transportation Demand Management, Transportation System Management and Operations, and parking management strategies.

The transportation benefits include:

- Land use plan and implementation measures to support transit-supportive and transit-oriented development;
- Multi-modal improvements to improve access and connectivity;
- Identifying improvements to McLoughlin Boulevard/Highway OR 99E at the existing, two traffic signals at Ochoco and Milport.

Description of the Project Study Area

The Project Study Area extends from the Tacoma Interchange on the north and Highway 224 on the south. The railroad tracks form the east boundary except where the Springwater multiuse trail extends east of the railroad tracks. The west Project boundary is Highway OR 99E also referred to as McLoughlin Boulevard, with the exception of the area west of McLoughlin and north of the Tacoma Interchange that extends this portion of the Project Study Area to the western edge of the R1 zoned area within the City of Portland in the vicinity of SE 23rd Avenue. Figure 1 shows Opportunity Sites 1-3, the Springwater Trail, and McLoughlin Blvd. The primary focus of this Project is the area south of the station location in Milwaukie.

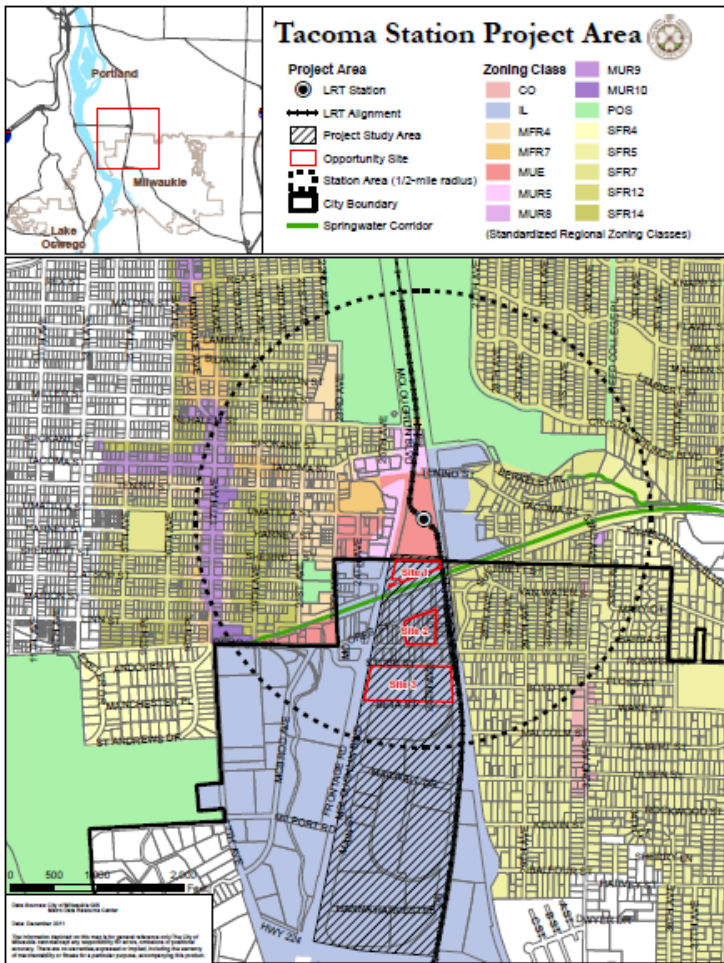


Figure 1: Opportunity Sites 1-3

Background

The Tacoma Light Rail Transit Station (Station) is the third southernmost station for the planned Portland to Milwaukie line of the region’s light rail system. The Station is located north of the city of Milwaukie, in the City of Portland. The Station is located east of and abuts McLoughlin Boulevard (OR99E) and is directly south of Johnson Creek and the Tacoma Street/OR99E interchange. The Station has limited access and is isolated from surrounding areas due to the 5-lane McLoughlin Blvd on the west, Union Pacific heavy rail line on the east, the Tacoma Street/McLoughlin interchange to the north, and the Springwater Corridor which is raised about 20 feet above the Station grade due to its former use as a railroad. To the north of the interchange are Westmoreland Park (west side OR99E) and Eastmoreland Golf Course (east side OR99E) and a bluff to the east of the Union Pacific rail line. Collectively, the existing conditions make the Station isolated. Despite this, the 2030 forecast is for 3,230 weekday on/offers at the Tacoma Station, of which 43 percent are expected to be walk or bike trips.

The Project Study Area includes the Station and the North Milwaukie Industrial area which is one of the City’s three major industrial areas. It is currently comprised of warehouses, manufacturing uses, and an ODOT maintenance yard. The portion of the Project Study Area that extends from the station site south

to Highway 224 between McLoughlin Blvd and the railroad tracks to the east will be a focus of the Project in terms of land use opportunities.

About 15 acres have high redevelopment potential according to a recent market study (9002 SE McLoughlin Best Use Study by Kidder Mathews). These are within walking distance of the Station and are identified as Opportunity sites 1-3 on Figure 1. The City is engaged with the property owners and potential developers regarding their future use and redevelopment.

- The owners of Opportunity Site 1 on the area map are actively exploring possible new uses for the existing building.
- Opportunity Site 2 is highly “parcelized”, but under one ownership, and is largely unimproved.
- Opportunity Site 3 is in ODOT ownership. The ODOT maintenance facility (Opportunity Site 3) is in the process of being relocated and Site 3 is available for redevelopment

The Kidder Mathews study provides valuable background to help inform possible land use scenarios for this Project. A key objective of the Project will be to understand how much land use intensification and which kinds of land uses can reasonably occur without auto-oriented transportation improvements and conversely how much capacity can reasonably be achieved through non-vehicular transportation modes. The analysis will then be used to develop different redevelopment scenarios that flesh out opportunities for development and redevelopment, given the area’s unique access challenges.

The Project will develop and study three development scenarios. The three scenarios are intended to identify various tolerance levels to test how much land use can occur based on varying levels of transportation investment. The scenarios would generally include the following as described in Task 3:

- Scenario 1 – A scenario that includes a 4,000 seat baseball stadium on Opportunity Site #3.
- Scenario 2 – A scenario without a baseball stadium that represents the most intensive land uses that this area could reasonably accommodate with no additional highway transportation improvements over what is already planned, with the exception of ODOT-identified operational improvements at the Ochoco/McLoughlin and Milport/McLoughlin intersections.
- Scenario 3 – A third scenario recommended by Consultant and City based on the project goals and objectives and assuming an alternative, less intensive mix of land uses in comparison to Scenario 2.

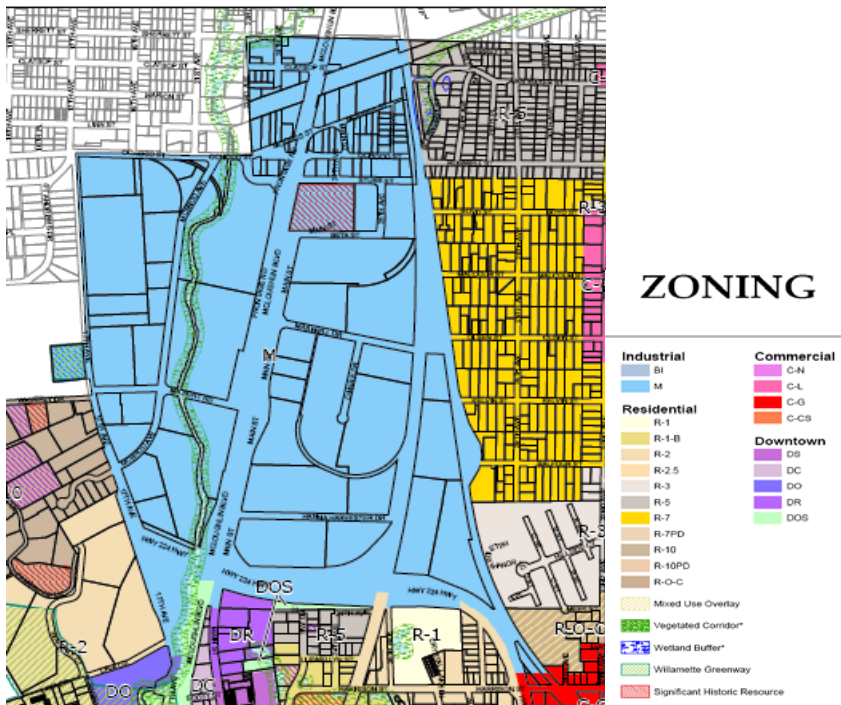


Figure 2: City of Milwaukie Zoning

The Station and 320 parking space park-and-ride facility are expected to be under construction for four years starting in late 2011. The 320 spaces may be expanded in the future to the originally planned 800 parking spaces in a parking structure. The primary vehicular access to the Station will be from a new road extension from the Johnson Creek/McLoughlin Boulevard interchange to the Station. One of the “Three Bridges,” an exclusive bicycle/pedestrian bridge (that crosses OR99E), is located about 150 feet south of the Station. This bike/pedestrian facility is part of the regional, Springwater 40-Mile Loop system. It connects the Station with residential neighborhoods to the east, the Sellwood Neighborhood to the northwest, and Oregon Health Sciences University, Central City and OMSI-area employment areas also to the northwest.

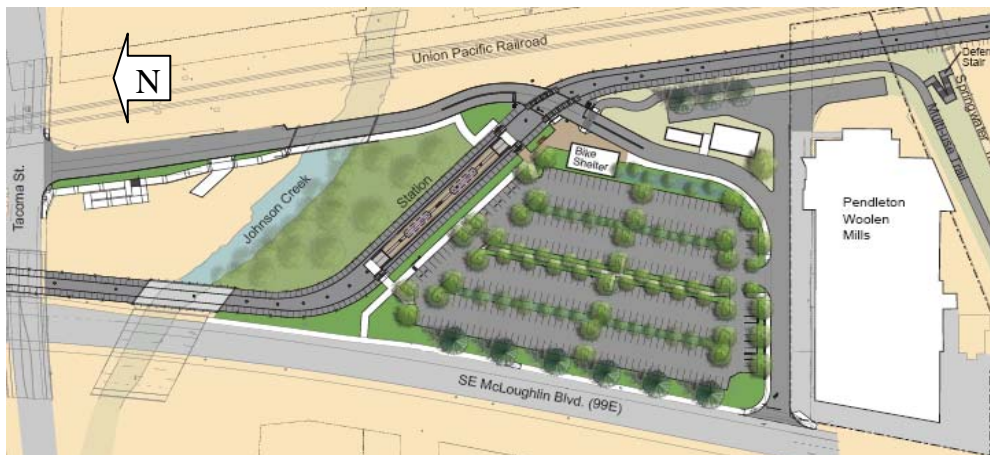


Figure 3: Tacoma Station site plan

The light rail alignment and station location largely preserves truck access to the industrial area. For this reason, the light rail alignment was received favorably by the area's industrial property owners.

The Final Environmental Impact Statement (FEIS) for the PMLR Project contains helpful background information. This document, which contains traffic analysis specific to the Tacoma Station, can be found at <http://trimet.org/pm/library/index.htm>. The PMLR Project completed 90% design in October 2011, establishing important baselines in terms of traffic mitigations and intersection configurations.

The community vision statement from the PMLR FEIS:

“The Tacoma Station will have a vibrant mix of industrial, employment, retail and housing. The station will be a catalyst for continuing restoration of Johnson Creek and redevelopment. Enhance pedestrian and bicycle connections along Tacoma Street, Umatilla Street, and the Springwater Corridor Trail will connect the Sellwood and Ardenwald neighborhoods to the station.”

BACKGROUND

Project Land Use

The majority of the Project Study Area is zoned Manufacturing under the City of Milwaukie. Based on the Kidder Mathews study, the current manufacturing zone is the highest and best use for the properties located south of Opportunity Sites 1-3 but changes in the Manufacturing Zone permitted use language needs updating. A recent code audit provides some suggestions for possible changes.

Tacoma Street Station and Park and Ride

The Tacoma park-and-ride includes two vehicular access points (a full access pre-existing signalized intersection to SE Tacoma Street, and a pre-existing right-in/right-out access on SE McLoughlin Boulevard). The right-in/right-out access point on SE McLoughlin Boulevard is proposed to be a right-in access only, with right-out as emergency vehicle access only. Conversion of this access to a right-in-only for motor vehicles minimizes weaving and safety concerns along SE McLoughlin Boulevard within the interchange area. The SE McLoughlin Boulevard access point is 1,375 feet south of the northbound ramps from SE Tacoma Street and 1,100 feet north of the SE Ochoco Street intersection. Under the 2008 Locally Preferred Alternative (LPA) alignment, the Tacoma Street Station park-and-ride would provide 800 parking spaces and generate approximately 560 PM peak hour vehicle trips (160 in, 400 out). Under the LPA Phasing Option, the park-and-ride is reduced in size to a 320 space facility and would generate approximately 225 PM peak hour vehicle trips (65 in, 160 out). Under the MOS alignment the Tacoma Street Station park-and-ride would provide 1,000 parking spaces and generate approximately 700 PM peak hour vehicle trips (200 in, 500 out).

Bicycle Connectivity to Tacoma Station

Approximately a 1/3-mile access area surrounding the Tacoma Station was analyzed for bicycle access. SE Tacoma Street has bike lanes within the sub area, except for a short section east of SE 17th Avenue

and second section east of SE McLoughlin Boulevard, where gaps exist. SE 17th Avenue has no bike lanes within the City of Portland. Within the City of Milwaukie, 17th Avenue has bike lanes, but a few gaps are present. The City of Milwaukie's TSP has proposed to build bike lanes along their section of SE 17th Avenue. There are no bicycle lanes on SE Main Street and there is no direct connection between SE Main Street and the Springwater Trail or the Tacoma Station. A connection between the station and the proposed bike lanes on SE Main Street would be needed for this to be a viable bicycle access route to the station. Utilizing existing bike facilities, the Tacoma Station would be serviced by bicycle lanes on SE Tacoma Street and by the Springwater multi-use trail. The park-and-ride access roadway to the Tacoma Station from SE Tacoma Street (to the south) would provide direct access to the station as a shared bicycle and motor vehicle facility. Station access could also be provided along SE Main Street, once bicycle lanes on the street, and a station connection are constructed.

Other Planning Efforts

A 2009 Transportation and Growth Management (TGM) Quick Response project identified transit oriented development opportunities at the Station and serves as background information. No regulatory changes or plan adoption occurred as a result of that work.

The City's 2003 North Industrial Land Use Study, a TGM-funded project, provided a critique of the compatibility of the existing City of Milwaukie zoning with more intensive employment uses. No plans or policies were adopted as a result of that project. In combination with Milwaukie's 2007 Transportation System Plan (TSP), the North Industrial Land Use Study also provides a baseline for needed transportation improvements in the Project Study Area.

The City of Portland has received federal funds for design and professional engineer for a stairway between the Springwater Corridor and the Station. Currently, there are no funds for construction.

Project Objectives

The Project objectives are to adopt the Tacoma Station Area Plan, a redevelopment plan that establishes a flexible land use program that:

- Implements the 2011 Kidder Mathews land use recommendations for highest and best land use for the Project Study Area south of Opportunity Site 3.
- Maximizes the Project Study Area's ability to take advantage of its proximity to the Tacoma Station, Highway OR 99E, light and heavy rail, and Springwater Corridor regional multi-use trail;
- Improves bicycle and pedestrian access, especially to the Station;
- Protects the Project Study Area's rail-dependent industrial uses;
- Provides amenities and jobs for the surrounding community;
- Includes strategies to achieve non-single occupancy vehicle (non-SOV) mode share targets;
- Uses the Sustainable Transportation Analysis & Rating Systems (STARS) to develop non-SOV mode share targets and evaluation criteria for access and mobility, safety and health, and economic benefit and considers system performance for the 20-year planning period and one additional intermediate year, and;
- Is consistent with Metro's Urban Growth Management Functional Plan Titles 1, 2, and 6, including a recommendation for a Station Community boundary.

Additional Project objectives include:

- Determine whether a portion or all of the Project Station Area would qualify as a Multimodal Mixed-Use Area as defined in Transportation Planning Rule (TPR) 660-012-0060(10);
- Prepare a Tacoma Station Area Plan for adoption as an element of, or ancillary document to, the Milwaukie Comprehensive Plan;
- Prepare comprehensive plan and zoning code amendments to update the City's existing Manufacturing Zone and to implement the Tacoma Station Area Plan. The Tacoma Station Area Plan may also require amendments to the City's TSP.

Project Assumptions

- Consultant may make recommendations for the Project Study Areas within the City of Portland but the regulatory actions and Plan adoption will be limited to the City.
- City of Portland staff will serve on at least the Technical Advisory Committee (TAC) committee to provide coordination;
- Assume the limitations of the highway consistent with the Constrained Regional Transportation Plan (RTP).
- ODOT will generate concepts for minor OR99E highway improvements at the two signalized intersections (S.E. Ochoco and S.E. Milport).

Project Management Responsibilities:

City shall form the Project Management Team (PMT) to provide Project direction and oversight, assess progress, and ensure Project success. The PMT must consist of the City Project Manager (PM), WOCPM, and Consultant PM. The PMT is expected to meet at the beginning of each major task to coordinate and clarify the work as identified in the subtasks. PMT members are expected to review deliverables and gain consensus on issues prior to material being distributed to other committees. Conflicting points of discussion or topics needing additional consensus must be resolved by the City PM in consultation with the WOCPM.

The PMT meetings are in-person meetings unless PMT members agree to teleconference. The majority of meetings will take place at Consultant office; selected PMT meetings (up to three) may take place at City office if needed to accommodate additional City staff participants.

The PMT is also expected to collaborate and coordinate with the PMLR Project and the City of Portland.

The WOCPM must be invited to all Project meetings.

Joint Responsibilities

City, WOCPM, and Consultant shall work together to provide sufficient oversight to ensure the Project is well managed; to ensure the outcomes are consistent with City, regional, and state policies; and to effectively manage diverse community points of view in order to achieve and clearly document a sound base for smart growth, urban development, and public improvements.

City Responsibilities

1. City jointly with WOCPM shall oversee execution of tasks and deliverables as described in this statement of work. This includes review and approval of all Consultant products.
2. Focus on outcomes that are consistent with smart growth strategies.
3. Brief the Planning Commission and City Council as needed to ensure productive Project meetings and Tacoma Station Area Plan development.
4. Coordinate with public agencies and affected service districts throughout the Project to ensure that the Tacoma Station Area Plan is consistent with all applicable external policies and plans.
5. Coordinate and lead the public involvement throughout the process to ensure the effort is consistent with community objectives.
6. Provide Consultant with readily available Geographic Information System (GIS) or other City data needed to prepare Baseline Conditions or other project reports.
7. Coordinate City staff involvement in the Project.
8. City PM shall maintain Project information on the City website.
9. Notify WOCPM of potential scope, schedule, budget or Plan development issues.
10. Respond to Consultant and WOCPM inquiries.

Consultant Responsibilities

1. Provide technical guidance to City, PMT, committee members, Planning Commission, and City Council.
2. Focus on outcomes that are consistent with smart growth strategies and products that move development and redevelopment toward “shovel ready”.
3. Communicate regularly with City and WOCPM.
4. Respond to City and WOCPM inquiries.
5. Notify City PM and WOCPM of potential scope, schedule, or Tacoma Station Area Plan development issues.
6. Notify WOCPM and City PM of any potential delays in deliverables.

WOCPM Responsibilities

1. Respond to City and Consultant inquiries.
2. Review all draft deliverables and serve on PMT.
3. Track compliance with Work Order Contract and Intergovernmental Agreement.
4. Coordinate and track grant requirements with TGM Program in Salem.
5. Coordinate ODOT technical review of deliverables affecting state facilities within the Project Study Area.

ODOT Staffing

Early to mid-way during the Project development, ODOT staff will do a sensitivity analysis to determine a rough availability for additional trips at OR99E intersections by performing non-grade separation mitigations for these locations.

Written and Graphic Deliverables:

- City and WOCPM shall review all Consultant Deliverables in preliminary draft form before they are distributed beyond the PMT. Unless stated otherwise in the task description, Consultant shall send deliverables electronically to City PM and WOCPM for review (and revision if needed) one week

prior to distribution for meetings. One week in advance of distribution, Consultant shall advise the City and WOCPM that they plan to distribute the preliminary drafts. A shorter or longer review period may be mutually agreed upon for specific situations. City PM is responsible for providing Consultant with a single set of internally consistent, City staff comments.

- All Consultant-generated draft and final documents must be substantially complete, professionally written and fully proofed by Consultant prior to distribution. City PM and WOCPM review is for inclusion or exclusion of substantive content, not editorial or to proof.
- Consultant shall use professional judgment to incorporate input received through City, TAC, and public review process.
- Document identification:
 - o Graphic deliverables must include the Project name, a title that best represents the Contract deliverable (not necessarily the Contract deliverable title), the task reference number, and the date of preparation as appropriate to the graphic. Graphics that are maps must have a legible, graphic (bar) scale. File types and formats may vary from those specified below upon approval of the WOCPM.
 - o Written deliverables shall include the Project name, a title that best represents the Contract deliverable (not necessarily the Contract deliverable title), the task reference number, and date of preparation. Consultant names shall not be placed on deliverables, with the exception of the acknowledgement page in the final Plan document.
- Document format:
 - o Consultant shall provide electronic copies of the majority of draft and final text deliverables (such as memoranda, reports, and agendas) to City PM and WOCPM in an editable file format that is compatible with Microsoft Word. Graphically intensive presentation materials or reports (such as the Baseline Conditions, Opportunities and Constraints and Redevelopment Scenario Reports) may be produced using Adobe Creative Suite and SketchUp and provided in PDF format. Consultant shall provide text from these reports in Microsoft Word. Consultant shall provide draft and final photos in JPEG format. Depending on the specific type of graphic, Consultant shall provide electronic copies of draft graphics in *.pdf. (The objective is that deliverables are in versions that allow tracking changes and amendments to the documents.)
 - o Consultant shall provide the Project schedule to City PM and WOCPM in MS Project or similar program which City or WOCPM can manipulate for internal use.
 - o Consultant shall provide electronic copies of final text deliverables (such as final memoranda) to City PM and WOCPM in an editable file format that is compatible with Microsoft Word. As noted above, graphically intensive documents such as the Baseline Conditions, Opportunities and Constraints and Redevelopment Scenario Reports may be produced using Adobe Creative Suite and SketchUp and provided in PDF format. Consultant shall provide text from these reports in a Microsoft Word or compatible, document that can be edited. Consultant shall provide photos in JPEG format. The final Tacoma Station Area Plan, which incorporates the results of all task deliverables, will be produced in InDesign and saved as a pdf. Consultant shall provide to City PM and WOCPM the InDesign source files for future use. Consultant shall provide to City PM and WOCPM electronic copies of final graphics in Adobe Illustrator, Adobe Photoshop, JPEG or ArcView compatible format as agreed upon. Data used for the final version of all maps must be provided in a standard ESRI file format in NAD_1983_HARN_StatePlane_Oregon_North_FIPS_3601_Feet_Intl.

- Consultant shall strive to create written and graphic deliverables that are legible and can be accurately interpreted when reproduced in black and white. City shall produce presentation graphics and meeting handouts pertaining to City deliverables, and Consultant shall produce presentation graphics and meeting handouts pertaining to Consultant deliverables. Consultant shall produce handouts and materials relevant to Consultant tasks unless otherwise noted. City shall produce handouts and materials relevant to City tasks unless otherwise noted.
- City shall provide templates and style sheets, as available and appropriate, for proposed code amendment documents. Consultant shall use all applicable templates and style sheets to ensure code amendment documents are correctly formatted and adoption-ready.
- Consultant shall prepare final plans and plan amendments as final policy statements of the local government and shall not include language must as “it is recommended” or “City should.” New and amended code language shall be prepared as final regulatory statements of the City. Final plans and plan amendments must include all necessary amendments to existing City plans to avoid conflicts and enable full integration of proposed Plan with existing City documents.
- The following text must appear in any work product produced in this Project.

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

Meeting Deliverables:

Unless otherwise specified:

City shall provide logistics (i.e. secure meeting locations), provide meeting notices and distribute meeting materials for all public and committee meetings. City shall attend all meetings.

Consultant shall prepare agendas, presentation materials, and meeting summaries for all public and committee meetings in coordination with City staff and Consultant shall facilitate meetings.

City PM, WOCPM, and Consultant shall review draft meeting agendas, materials, and summary notes prior to public release. Consultant shall provide PMT with SAG and TAC meeting summary notes within one week of the meetings. SAG and TAC will receive final meeting notes as part of the subsequent meeting packets and be given the opportunity to provide substantive corrections on the former meeting notes at the beginning of the subsequent meeting. The corrections will be noted in the current notes.

Public Involvement:

Outreach efforts must follow State and City public involvement policies and must consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. This includes making special efforts

to engage minority, low-income, women, disabled, and senior populations. This could mean providing things like childcare at key meetings. Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

In addition to public meetings, City may present Tacoma Station Area Plan development updates to other groups interested in civic affairs in an effort to raise awareness of the planning process. Examples of these groups may include Rotary, Lions, chamber of commerce, local bodies representing low-income or disadvantaged groups, or other groups that may be interested in the Plan process. City shall provide meeting notices and materials as appropriate on the City website and at City facilities.

Expectations about Traffic Analyses:

All traffic analysis work must comply with the following requirements:

- An Oregon-registered professional engineer (Civil or Traffic) must perform or oversee all traffic analysis work.
- Intersection performance must be determined using the Highway Capacity Manual 2000 published by the Transportation Research Board. All traffic analysis software programs used must follow Highway Capacity Manual 2000 procedures. Synchro / SimTraffic (Version 8) must be used for signal controlled intersections in key urban corridors. All other study intersections are to be analyzed using the most recent version of the traffic application for the traffic analysis (e.g., Highway Capacity Software 2000). The City Engineer may approve a different intersection analysis method prior to use when the different method can be justified for City intersections.
- Traffic analysis must be consistent with ODOT's Transportation Planning Analysis Unit's *Analysis Procedures Manual*.
Operational standards for state facilities must be volume-to-capacity ratio (v/c). Standards for non-state facilities can be v/c, level-of-service (LOS), or a combination of v/c and LOS, depending on the City and Metro standards.
- Consultant shall use the PMLR FEIS 2030 "base case" traffic demand to 2030. The Consultant shall post-process model output to produce road link LOS and intersection v/c ratios for comparison with the outputs of the "Future Planned" and "Future Build" traffic forecasts. Consultant shall submit all 2030 data and calculations to City PM and WOCPM for review and record-keeping. Electronic file copies of analysis data are required. These written and electronic products must be in ODOT and City compatible formats.
- Future build conditions for at least one alternative must be consistent with City and ODOT design requirements. Alternative improvements may be proposed subject to the approval of the facility's jurisdiction.
- Consultant shall use the existing traffic signal timing for the corridor in the existing and proposed zoning impact analyses.

- Trip generation must be based on existing and proposed zoning impact analyses. Land use assumptions must be documented using factors such as floor-to-area ratios, parking, building height, type of use, and building-to-land ratio.

Work Tasks

TASK 1 - Project Organization

Objectives

- Create project schedule that ensures effective project management and that meets approved schedule, budget, and deliverables.
- Create Public Involvement Plan that provides meaningful public involvement in Plan development process.

Subtasks

- 1.1 **Project Schedule** - Consultant shall prepare draft and final Project Schedule reflecting TAC and Stakeholder Advisory Group (SAG) meeting dates and meeting purpose based on statement of work. The Project Schedule must be at a level of detail to show the PMT, TAC, and SAG reviews of major products, major milestones, the public review process, and the adoption process. The schedule must be provided in electronic format so the City and WOCPM can utilize it for in-house scheduling. As necessary, Consultant shall revise Project Schedule as part of later PMT meeting materials.
- 1.2 **Draft Project Goals and Objectives** – Consultant shall develop a preliminary and draft Project Goals and Objectives statement that includes the project goals and objectives, plan development process, and an Access Problem(s) Statement. The plan development process portion must include Project milestones and show public input opportunities. The Consultant shall provide the preliminary draft version to the PMT one week prior to PMT #1 and the draft version incorporating the PMT comments within two weeks after PMT Meeting #1.
- 1.3 **Draft Manufacturing Zone Revision** – Consultant shall draft revisions to the current City Manufacturing Zone in the form of a preliminary and draft versions in order to make the zone current. This subtask work must be based in part on the Code Audit conducted by Angelo in 2009 for the City. The Consultant shall distribute the preliminary version to the PMT two weeks prior to PMT Meeting #1 and provide the draft version incorporating the PMT’s comments within two weeks of receipt of PMT comments. The draft version will remain in draft form throughout much of the project. The purpose of providing this product as an earlier deliverable is to widely distribute it to affected property owners and businesses in order to gain extensive input. The preliminary and Draft Manufacturing Zone Revision versions must include a disclaimer that the work is draft and is intended to remain in draft form through the Project period in order to gain extensive input and identify the opportunities for public input during the Project period.
- 1.4 **Policy and Regulatory Framework Technical Memorandum** - City shall prepare draft and final Policy and Regulatory Framework Technical Memorandum for PMT and City of Portland

and Metro TAC members. City shall provide final version incorporating PMT and TAC member comments within two weeks of receiving their comments. The Policy and Regulatory Framework Technical Memorandum must describe the local, regional, and state regulations (standards and performance measures) relevant to the Plan development distinguishing aspirational provisions, mandatory provisions, and those that will guide decision-making. Potential conflicts between existing policies and Project Objectives must be identified. The memorandum must be focused and concise, written for public consumption, and address the following in a table format:

- a. Applicable sections of the Milwaukie Comprehensive Plan, Milwaukie Zoning and Land Division Ordinances, and other adopted City plans (e.g. 2007 TSP);
- b. Metro 2040 Urban Growth Management Functional Plan requirements for Station Communities, with an assessment of the deliverables required by Metro for a proposed Station Community to be in compliance with Title 6;
- c. TPR 660-012-0060(10) relating to Multimodal Mixed-Use Areas;
- d. Regional or State policies related to industrial lands that are not Title 4 designated industrial lands, including policies and regulations regarding the expansion of commercial uses; and include City's buildable lands analysis findings and assumptions about the supply of industrial and commercial land;

The Policy and Regulatory Framework Technical Memorandum must summarize the relevant portions of the following documents or programs:

- e. Metro RTP Corridor #14 function and recommendations;
- f. Ardenwald Individual Market Program;
- g. North Industrial Land Use Study;
- h. Kidder Mathews Study;
- i. Chapter 5 PMLR FEIS (include as attachment).

1.5 **Public Involvement Plan** – City shall provide coordination and management of public involvement throughout the Project outside the committee structure in coordination with the Consultant. The City shall inform the City of Portland Project liaison of the public involvement plan and opportunities for public comment. The City may request the WOCPM's review of material generated by the City for the public. At a minimum public involvement undertaken by City must include the following:

- Regular briefings to the City Planning Commission and City Council to keep them informed throughout the project as determined by the City PM;
- Project-related U.S. Postal service mailings;
- Post project information and progress to City website in order to keep the public informed as determined by the City PM;
- Write "Pilot" (City newsletter) articles advertising key public meetings and project milestones as determined by City PM; and
- Maintain "Interested Persons Mailing List" including:
 - o property owners and business owners in the Project Study Area;
 - o service providers;

- o affected agencies and jurisdictions, including but not limited to ODOT, TriMet, Metro, Department of Land Conservation and Development, City, and City of Portland;
- o other interested persons or groups including the Milwaukie and Portland neighborhood associations, North Clackamas Chamber of Commerce; and citizens in Plan Area who have participated in the PMLR Project and Tacoma Station planning process (list from TriMet);

1.6 **Committee Rosters** - City shall establish PMT, TAC, and SAG committees. City shall prepare committee rosters with key City staff and committee member contact information.

- PMT must consist at a minimum of the City PM, WOCPM and Consultant and up to two additional members.
- TAC must consist of the Consultant and representatives from affected agencies, including but not limited to ODOT, Department of Land Conservation and Development, TriMet, Metro, and the City. The City of Portland shall be invited to participate on at least the TAC committee to provide coordination;
- City shall inform the TAC of their membership and role. TAC's role is to provide technical review of Project deliverables and recommendations, ensure coordination among agencies and other planning efforts in the Project Study Area, and ensure compliance with state and regional plans and policies. The PMT will determine if additional TAC participants are needed.
- SAG must consist of 8 to 14 members who have interest in the Project and Project Study Area including potentially affected citizen groups. SAG's role is to provide PMT feedback on Project deliverables and recommendations.

1.7 **PMT Meeting # 1** - Consultant shall organize, and conduct PMT Meeting #1 to review Task 1.1 through 1.6 and to review Task 2 expectations. Consultant shall distribute agenda and meeting materials at least one week prior to the meeting. Consultant shall distribute meeting summary notes to the PMT members within one week after PMT Meeting #1.

City Deliverables

- 1A Comments on draft Project Schedule
- 1B Comments on preliminary Project Goals and Objectives
- 1C Comments on preliminary Draft Manufacturing Zone Revisions
- 1D Policy and Regulatory Framework Technical Memorandum (draft and final)
- 1E Public Involvement Plan – briefings, mailings, articles, interested persons list
- 1F Committee Rosters
- 1G PMT Meeting #1 (participation)

Consultant Deliverables

- 1A Project Schedule (draft and final)
- 1B Draft Project Goals and Objectives (preliminary and draft)
- 1C Manufacturing Zone Revisions (preliminary and draft)
- 1D Comments on Policy and Regulatory Framework Technical Memorandum
- 1E PMT Meeting #1

TASK 2: Existing Conditions, Forecast Conditions and Opportunities and Constraints

Objectives

- Understand the existing and future “baseline” conditions.
- Identify opportunities and constraints for redevelopment based on Project Objectives.
- Identify strategies to overcome constraints.
- Identify opportunities to increase area economic vitality through the use of light rail transit and other alternative travel modes.
- Address transportation opportunities and constraints including the potential impacts and trade-offs with increased vehicle, bicycle, and pedestrian access to through movement and freight movement.

Subtask

- 2.1 **Stakeholder Interviews** - City shall conduct Stakeholder Interviews with at least 8 Project Study Area stakeholders interviewed. Draft and final interview questions must be developed jointly by PMT with City PM providing first draft. City PM shall conduct and summarize Stakeholder Interviews into final summary report for PMT. The final summary report must be coordinated with the Consultant for use in Subtask 2.3 Draft Tacoma Station Conditions, Opportunities, and Constraints Report.
- 2.2 **Preliminary Draft Baseline Traffic and Forecast Conditions, Opportunities and Constraints Report** – Consultant shall prepare a preliminary draft and draft Baseline Traffic and Forecast Conditions Opportunities and Constraints Report (TCOC Report) that includes information described in the following four categories, although not necessarily in the listed order below or with the titles shown. The preliminary draft must be provided to PMT three weeks before PMT Meeting #2. Note that the PMT’s comments are incorporated into Subtask 2.3 Tacoma Station Conditions, Opportunities, and Constraints Report in order to present an integrated land use and transportation report.

The TCOC Report must include the following information:

Part 1. Study Area Existing Circulation System in text and maps from the 2007 TSP, PMLR, City inventories, and existing Metro data, supplemented by follow-up field observations at key locations. GIS data provided by the City must be in a ready-to-use format. No new GIS data shall be created by Consultant. Part 1 maps are to serve as base maps for the Station Plan and other Project materials. Part 1 data must include:

- a. roadway classifications (in table format);
- b. Vehicle Miles Traveled (VMT) and mode split estimates for current travel to the Station area based on PMLR or Metro's regional travel demand model;
- c. bike and pedestrian systems including facility deficiencies and system gaps based on a review of GIS data provided by the City and supplemented by Consultant field observations;
- d. potential walk and bike travel sheds to the study area based on the assumptions that people will walk up to one-half mile and bike two to three miles to reach the Station;

- e. gaps in the transportation system (including bike and pedestrian modes);
- f. access, capacity and safety problems;
- g. obstacles to transit access; and
- h. other transportation opportunities and constraints by mode.

Part 2. Future Light Rail Station and Line Configuration: The TCOC report must include the LPA light rail access and circulation (graphically distinguished from existing conditions). TCOC Report must include a description of the Springwater Corridor Trail existing and planned improvements for the Project Study Area including the plan for stairways from McLoughlin Blvd. to the Springwater Corridor Trail (if developed by the City of Portland within the Project timeframe).

Part 3. Summary of PMLR FEIS existing and 2030 PMLR LPA conditions for traffic volumes, v/c ratio, queuing, and mitigations as available for the ‘intersections of interest’ (listed below), including the PMLR FEIS diagrams and figures. The purpose of the TCOC Report is to help convey the available (or constrained) vehicle capacity. The TCOC Report, in combination with Subtask 2.3 deliverable, is intended to provide the groundwork for Task 3 and subsequent tasks to determine how the study area can be made attractive for expanded or new land uses given the limitations of the vehicular system; to estimate how many trips can reasonably be accommodated through non-SOV modes; and to determine the composition of the corresponding land uses and needed infrastructure and when and how parking should be managed.

Intersections of Interest

- OR99E/Tacoma Street interchange (NB and SB ramps)
- OR99E / Ochoco
- Moores St and McLoughlin Blvd
- Ochoco St and Main St
- Ochoco St and McLoughlin Blvd Loop (West side of McLoughlin)
- McLoughlin Blvd Loop and West Frontage Road (West side of McLoughlin near Ochoco)
- Main St and Mailwell St
- Milport Rd and Main St
- Milport Rd and McLoughlin Blvd/Highway 224 Interchange
- Milport Rd and West Frontage Rd
- Main St and Hanna Harvester Dr
- Main St and McLoughlin Blvd Pull Off (Near 10282 Main St)
- Main St and Scott St
- Scott St and McLoughlin Blvd
- Harrison St and 21st Ave
- Harrison St and Main St
- Harrison St/17th Ave and McLoughlin Blvd
- McLoughlin Blvd between Tacoma St and Harrison St plus the following “intersections:
- 32nd Ave and Johnson Creek Blvd

Part 4. Existing Vehicle Trip Threshold allowed under the existing zoning compared to an estimate of the current, existing trips. The purpose of this information is to establish the study area trip threshold under the current zoning that requires no mitigation without applying the TPR exceptions under subsection TPR 660-012-0060. The existing vehicle trip threshold must be based on a reasonable worst case trip generation using the existing zoning and the most recent edition of the Institute of Transportation Engineers Trip Generation Manual. A first step in developing this information must be a draft and final memo developed by the Consulting traffic engineer that describes the reasonable worst case scenario methodology and assumptions. Prior to the first draft, the Consulting traffic engineer meeting must organize a meeting that includes the City PM, WOCPM and other ODOT staff as determined by the WOCPM to determine the assumptions for the reasonable worst case scenario.

- 2.3 **Draft Tacoma Station Conditions, Opportunities and Constraints Report** - Consultant shall prepare preliminary and draft Tacoma Station Conditions, Opportunities, and Constraints Report containing an introduction, summary, text, maps and data of existing and planned conditions for the Project Study Area to inform the Task 3 scenarios. Information summarized in the Draft Tacoma Station Conditions, Opportunities and Constraints Report must be based on Task 2.2 information, existing GIS data, and other information provided by City as noted. Consultant shall provide preliminary draft Tacoma Station Conditions Opportunities and Constraints Report to PMT one week before PMT Meeting #2. The final draft must incorporate PMT comment and be available for the TAC Meeting #1 packet distribution.

The Draft Tacoma Station Conditions, Opportunities, and Constraints Report must include the following:

Part 1. Land Use Data

- a. Current (specific) land uses; current zoning designations; and any existing relevant land use approvals as determined by the City PM;
- b. Total acreage by zone;
- c. Parcel data: ownership (contiguous ownership and public/semi-public ownerships distinguished), parcel size, structure size and age, and assessed value for structures and land based on tax assessor records provided by City PM;
- d. Major activity centers such as schools and parks, within 2 miles of the Station;
- e. Aerial photos with parcel and 10-ft. topography lines, public right of way, and private roadways;
- f. Minority and low-income populations mapped (if applicable and if available from Metro from the RTP background documents);
- g. Information about potential redevelopment issues or plans based on property owner stakeholder interviews conducted earlier in Task 2.
- h. Market conditions as described in the Kidder Mathews Report, supplemented by observations from the consulting team.
- i. Identification of other issues (built or natural features) that constrain development or redevelopment.

- j. Sewer, water, electrical and gas infrastructure deficiencies, if any as previously identified in City facility master plans or other efforts or as identified by City staff for Project; and any planned infrastructure as identified in City facility master plans or by City staff for Project;

Part 2. TCOC Report (this version reflects PMT comments)

Part 3. Opportunities and Constraints: The Draft Tacoma Station Conditions, Opportunities and Constraints Report must include a discussion and summary of the identified opportunities and constraints based on the existing/baseline and forecast land use and transportation conditions and Project Objectives. The Draft Tacoma Station Conditions, Opportunities and Constraints Report must have a combination of text, maps, and associated graphics (e.g., photos) to describe and illustrate the study area land use and transportation opportunities and constraints to guide Task 3 scenario development. Building on the Kidder Mathews Report, the summary of Tacoma Station Conditions, Opportunities and Constraints Report must include a discussion of the following topics for Opportunity Sites 1-3 and the Project Study Area as a whole within the context of the Project goals and objectives and baseline conditions information:

- a. Opportunities and constraints associated with baseline and forecast conditions related to transportation, land use, and redevelopment;
- b. access, capacity, freight movement, and safety problems;
- c. gaps in the transportation system (including bike and pedestrian modes);
- d. obstacles to transit access;
- e. other transportation opportunities and constraints by mode; and
- f. examples of other transit station areas to illustrate and explain station area development trends.

- 2.4 **Draft Evaluation Measures** - Consultant shall prepare a preliminary and Draft Evaluation Measures to be used to evaluate the redevelopment scenarios. The preliminary version is for the PMT's review and approval and the draft version is for upcoming committee, Planning Commission, and City Council review. During the various reviews, the Consultant shall either record each recommended, committee change in a cover memo (for the subsequent review) or revise the Draft Goals and Objectives and Draft Evaluation Measures as determined by the Consultant.

As a first step in developing the evaluation measures, the Consultant shall arrange a meeting with Metro modeling staff to gain an understanding of the benefits to the Project by using the Metro model to evaluate the three development scenarios (developed under Task 3) and to determine which evaluation measures should be included assuming use of the Metro model. The PMT members and up to three TAC members must be invited to Metro meeting. A key objective in using the Metro model is to measure the differences in VMT, mode split, and trip distribution between the scenarios. VMT and mode split information, if refined enough, is intended to guide the level of needed transportation demand management (TDM). One concern is that the scale of the Study Area may be too small for the Metro model to be effective. If the PMT determines that it is worthwhile to use the Metro Model and if Metro has the time and capacity to do the runs

consistent with the Project Schedule and that model runs then Metro will be paid through ODOT/Metro technical fund.

The Evaluation Measures must reflect the Project Goals and Objectives and the regulatory requirements identified in the Policy and Regulatory Framework Technical Memorandum. The Evaluation Measures must be expressed in a metric applicable to the specific measure to the extent practicable. At a minimum, the measures must facilitate comparison of the redevelopment scenarios with regard to the following:

- a. consistency with the TPR and in particular the requirements found under TPR 660-012-0060(10).
- b. achieving compliance with Metro Title 6 (Functional Plan Sections 3.07.610 – 3.07.640) provisions for recommended employment density of 45 persons per acre and criteria for 30% generation reduction in trips;
- c. achieving compliance with the definition of Multimodal Mixed Use Areas in TPR 660-012-0060(10);
- d. achieving 2030 Station weekday ridership and mode split forecast as a qualitative measure based on improved access, transit supportive land uses, etc.;
- e. achieving objectives resulting from utilizing STARS to develop goals and objectives;
- f. generating jobs;
- g. providing amenities (in the form of attractors or new land uses) for the surrounding neighborhoods;
- h. differences in VMT using the regional model;
- i. local vehicular system impacts;
- j. duration of congestion on OR 99E; and
- k. potential redevelopment costs (order of magnitude).

The draft version of the Evaluation Measures must be provided to the PMT after PMT Meeting #2 and before TAC Meeting #1 (Subtask 2.6) packet distribution. Final product is generated under Subtask 2.9.

- 2.5 **PMT Meeting # 2** – Consultant shall organize and conduct PMT Meeting #2 to solicit input on the preliminary draft Tacoma Station Conditions, Opportunities, and Constraints Report, preliminary Draft Evaluation Measures, potential MMA, and TAC Meeting #1 draft agenda. Consultant shall also recommend to the PMT the unique elements of the Task 3 development scenarios (see Subtask 3.1) with the objective of gaining the PMT’s consensus on Consultant’s recommendation. Consultant recommendation must include whether a MMA is advised for either development scenario and where the boundaries for the MMA and the Station Community are preliminary recommended. Consultant shall distribute the PMT Meeting #2 agenda and meeting materials at least one week prior to the PMT Meeting #2 and prepare the meeting summary notes within one week after the meeting. PMT Meeting #2 is expected to last 2 hours.
- 2.6 **TAC Meeting #1** – City shall organize and arrange and Consultant shall conduct TAC Meeting #1 to present Draft Project Goals and Objectives and solicit input on:
 - Draft Project Goals and Objectives
 - Draft Policy and Regulatory Framework Technical Memorandum

- Draft Evaluation Measures;
- Draft Tacoma Station Conditions, Opportunities, and Constraints Report; and
- Preliminary aspects of Task 3 development scenarios based on the outcome of PMT Meeting #2 and as those scenarios are described in this statement of work (see Subtask 3.1).

City shall send meeting materials to TAC at least two weeks in advance of TAC Meeting #1. Consultant shall provide meeting summary notes. Assumption is that Consultant representation at TAC meeting is limited to one Consultant.

- 2.7 **SAG Meeting #1** - City shall organize and arrange and Consultant shall conduct SAG Meeting #1 to gain SAG consensus on the Project Goals and Objectives and Evaluation Measures. In the form of a visual presentation Consultant shall present the Draft Project Goals and Objectives and Draft Evaluation Measures and summarize the Draft Tacoma Station Conditions, Opportunities and Constraints Report. Consultant shall prepare meeting agenda subject to PMT approval. The meeting packet must sent out by City PM and include: final SAG Meeting #1 agenda; Draft Tacoma Station Conditions, Opportunities and Constraints Report; and Draft Evaluation Measures. City shall send out meeting packet at least one-week prior to SAG Meeting#1. The Consultant shall prepare and distribute draft summary notes to the PMT within one week after SAG Meeting #1. The SAG members will receive the meeting summary notes as part of next SAG meeting packet unless Consultant determines sooner is better.
- 2.8 **Planning Commission Work Session #1** – City shall organize, arrange, and conduct Planning Commission work session in order to gain Planning Commission’s consensus on the Draft Goals and Objectives and Draft Evaluation Measures. Consultant shall attend and present same or similar presentation prepared under Subtask 2.7. Consultant shall convey any substantive recommendations on the Draft Goals and Objectives and Draft Evaluation Measures made by the SAG. City shall prepare meeting summary notes and distribute to PMT.
- 2.9 **City Council Work Session #1** — City shall organize, arrange, and conduct City Council Work Session #1. Consultant shall attend to present and gain the City Council’s consensus on the Draft Goals and Objectives and Draft Evaluation Measures based on SAG Meeting #1 presentation and Planning Commission Work Session #1 and must include the same type of information and any substantive recommendations made by those groups. City shall prepare meeting summary notes and distribute to PMT.
- 2.10 **Final Goals and Objectives and Evaluation Measures** – Consultant shall provide Final Goals and Objectives and Evaluation Measures to the PMT and for posting on the City Project website within two weeks of the City Council Work Session #1. City shall provide direction to Consultant in the case of conflicting points of view prior to finalizing.
- 2.11 **Final Tacoma Station Conditions, Opportunities, and Constraints Report** - Consultant shall provide Final Tacoma Station Conditions, Opportunities, and Constraints Report within two weeks after City Council Work Session #1. City shall provide direction to Consultant in the case of conflicting points of view prior to finalizing.

City Deliverables

- 2A Stakeholder Interviews – draft and final questions and summary report
- 2B Comments on Preliminary Draft Baseline Traffic and Forecast Conditions, Opportunities, and Constraints Report
- 2C Comments on Draft Tacoma Station Conditions, Opportunities, and Constraints Report (preliminary and draft version)
- 2D Comments on Draft Evaluation Measures (preliminary and draft)
- 2E PMT Meeting #2 attendance
- 2F TAC Meeting #1 logistics and attendance
- 2G SAG Meeting #1 logistics and attendance
- 2H Planning Commission Work Session #1 logistics, attendance, meeting summary
- 2I City Council Work Session #1 logistics, attendance, meeting summary

Consultant Deliverables

- 2A Comments on draft Stakeholder Interview Questions
- 2B Preliminary Draft Baseline Traffic and Forecast Conditions, Opportunities and Constraints Report
- 2C Draft Tacoma Station Conditions Opportunities and Constraints Report (preliminary and draft version)
- 2D Draft Evaluation Measures (preliminary and draft; Metro meeting)
- 2E PMT Meeting #2
- 2F TAC Meeting #1
- 2G SAG Meeting #1
- 2H Planning Commission Work Session #1
- 2I City Council Work Session #1
- 2J Final Goals and Objectives and Evaluation Measures
- 2K Final Tacoma Station Conditions, Opportunities, and Constraints Report

TASK 3: Develop Redevelopment Scenarios

Objectives

- Explore three varied Redevelopment Scenarios in order to help identify a preferred or hybrid Station Area Plan recommendation.
- Provide opportunities for public input on the Redevelopment Scenarios.
- Work with interested citizens to develop a concept to improve the Springwater Corridor Trail access into the neighborhoods.

Subtasks

- 3.1 **Draft Redevelopment Scenarios Report** - Consultant shall develop three development scenarios in the form of a preliminary and draft Redevelopment Scenarios Report based on the Project Goals and Objectives and work to date.

Key Assumptions and Expectations

- Circulation: The proposed circulation system will vary based on the scenario and all three scenarios must consider new street connections, bicycle and pedestrians connections and facilities.
- Additional vehicle trips resulting from any land use changes do not further degrade the 2030 forecast conditions, or the following situations exist:
 - 1) MMA proposal under TPR 660-012-0060(10); and/or
 - 2) Station Community characteristics support a 30 percent trip reduction for a portion or all of the area is consistent with TPR and Metro Urban Growth Functional Plan (UGFP), Title 6, section 3.07.630 provisions.

Based on TPR 660-012-0060(10)(b)(E) additional trips that have a “significant affect” can be approved under certain conditions “if mainline facility provider [ODOT] has provided written concurrence with the MMA designation” following a review of certain safety considerations (found under TPR 660-012-0060(10)(c).

- The OR99E/Tacoma interchange is within one-quarter mile of the Study Area and is the primary constraint for increased area vehicle capacity. No major improvements to the interchange are programmed or can be assumed. All scenarios will assume at-grade operational improvements identified at the Ochoco and Milport intersections provided in advance of subtask by ODOT staff.
- “Optimal Transportation System” must explore new street, bike and pedestrian connections between the Tacoma Station, Springwater Corridor Trail, and Milwaukie’s downtown and be agreed upon prior to the completion of the preliminary version of the Draft Redevelopment Scenarios Report. The Springwater Corridor and Highway OR99E stairway connection project is being planned through the City of Portland.
- Scenario 1 – A 4,000-seat baseball stadium on Opportunity Site #3. The City is sponsoring a concurrent study to develop a detailed program for this use on this site; the product will be available to the Consultant in early 2012. City shall provide Consultant with all available information needed to further describe and evaluate this scenario, including market analysis, traffic levels, proposed site plan, and needed public improvements.
- Scenario 2 – A no-baseball stadium assumption that represents the most intensive land uses that this area could reasonably accommodate with no additional highway transportation improvements over what is already planned, with the exception of the ODOT-identified efficiency improvements at the Ochoco/McLoughlin and Milport/McLoughlin intersections.
- Scenario 3 – A third scenario recommended by Consultant and City based on the project goals and objectives and assuming an alternative, less intensive mix of land uses in comparison to Scenario 2.

- The scenarios must identify a recommended Metro 2040 “Station Community” boundary and which areas, if any, are proposed as MMA as defined by the TPR. The housing component of the proposed Station Community area may be met by areas currently zoned residential located in the City of Portland and potentially with mixed-use zoning allowing residential on Opportunity Sites 1, 2, and 3 and the area north of the Opportunity Sites.
- Each scenario must have enough detail and supporting data for the scenario to be evaluated using the Project Goals and Objectives and Evaluation Measures.
- The Draft Redevelopment Scenarios Report must include a development program that identifies the types of land uses and the quantity of potential development in the Project Study Area. Land use types and development character must be specific enough to use in estimating trip generation and trip distribution for evaluation in Task 4.
- For all three scenarios, the historic ODOT building and surrounding trees on Opportunity Site 3 shall be retained with a new use and a design treatment appropriate for historic building character.

Consultant shall provide preliminary draft Redevelopment Scenarios Report to PMT at least two weeks prior to PMT Meeting #3 (Subtask 3.2) to allow for PMT review. Consultant shall provide draft version incorporating PMT input within one week following PMT Meeting #3.

- 3.2 **PMT Meeting #3** - Consultant shall arrange and conduct PMT Meeting #3 and provide agenda one week in advance. The agenda must include a list of questions and emerging issues for PMT discussion. The purpose of the meeting is for the Consultant to recommend and gain consensus on the preliminary version of the Redevelopment Scenarios Report developed under Subtask 3.1. Consultant shall also brief PMT on plans for TAC Meeting #2, SAG Meeting #2 and Community Meeting #1 in order to gain PMT direction. (Note that additional preparation for the Community Meeting will occur under Subtask 3.5). Consultant shall distribute meeting summary notes within one week following PMT Meeting #3.
- 3.3 **TAC Meeting #2** – City shall organize and arrange and Consultant shall conduct TAC Meeting #2 to present the Draft Redevelopment Scenarios Report and identify key questions and issues related to the three scenarios. Consultants meeting presentation materials (preliminary presentation slides and display boards) must be reviewed by City and revised requested by City before TAC Meeting #2. City shall distribute agenda and Draft Redevelopment Scenarios Report at least two weeks in advance of TAC Meeting #2. Consultant shall prepare the TAC Meeting #2 draft and final (after PMT review) meeting summary notes.
- 3.4 **SAG Meeting #2** – City shall organize and arrange and Consultant shall conduct SAG Meeting #2 to present Draft Redevelopment Scenarios Report using TAC Meeting #2 presentation materials. The purpose of this meeting is to introduce and explain the three scenarios and identify what, if any, changes SAG members would like to see. City shall distribute agenda, SAG Meeting #1 summary notes and Draft Redevelopment Scenarios Report at least one week in

advance of SAG Meeting #2. Consultant shall determine if there are any changes in SAG Meeting #1 summary notes during SAG Meeting #2 meeting. Consultant shall prepare SAG Meeting #2 summary notes within two weeks of meeting and distribute to PMT. City shall send SAG Meeting #2 meeting notes out as part of next SAG Meeting #3 packet unless Consultant determines sooner is better.

- 3.5 **PMT Meeting #4** – Consultant shall arrange and conduct PMT Meeting #4 (or conference call) at least one month prior to the Community Meeting #1 with City PM, other City staff as determined by City PM, WOCPM, and Consultant to prepare for Community Meeting #1.
- 3.6 **Community Meeting #1** – City shall organize and arrange and Consultant shall conduct Community Meeting #1 to present the Draft Project Goals and Objectives, Draft Evaluation Measures, and Draft Redevelopment Scenarios Report using visual aids from TAC Meeting #2 and previous work. Consultant shall provide public project summary sheet for citizens, comments cards and prepare the public comment summary for the PMT.

City Deliverables

- 3A Comments on preliminary Draft Redevelopment Scenarios Report
- 3B PMT Meeting #3 attendance
- 3C TAC Meeting #2 logistics and attendance
- 3D SAG Meeting #2 logistics and attendance
- 3E PMT Meeting #4 attendance
- 3F Community Meeting #1 – logistics and attendance

Consultant Deliverables

- 3A Draft Redevelopment Scenarios Report (preliminary and draft versions)
- 3B PMT Meeting #3
- 3C TAC Meeting #2
- 3D SAG Meeting #2
- 3E PMT Meeting #4
- 3F Community Meeting #1

Task 4: Evaluate Redevelopment Scenarios

Objectives

- Refine and evaluate Redevelopment Scenarios identified under Task 3.
- Evaluate each scenario and identify needed improvements and programs to support each scenario.
- Identify a preferred scenario.

Subtasks

- 4.1 **PMT Meeting #5** - Consultant shall arrange and conduct PMT Meeting #5 to agree on refinements to the scenarios prior to the evaluation. Consultant shall make recommendation on refinements to the scenarios based on the work and public input to date and discuss the Task 4 subtasks in order to obtain PMT direction. Consultant shall send out agenda one week in advance

of the meeting with summarized list of recommended refinements to the scenarios and provide a meeting summary no later than one week following the meeting.

- 4.2 **Expert Panel Review** – City shall arrange and Consultant shall organize and conduct Expert Panel Review to gain input from the panel participants on the market appeal and feasibility of the Draft Redevelopment Scenarios. Consultant shall prepare a list of prospective Expert Panel participants with input from the City prior to the list becoming final. The Expert Panel may include participants from the existing Metro Developer Project Interest list. Consultant shall prepare meeting agenda and packet that explains the Draft Redevelopment Scenarios based on Project material developed in earlier tasks. Consultant shall send meeting packet in hard copy to the Expert Panel at least one week prior to the Expert Panel Review meeting. Consultant shall provide a meeting summary within two weeks after the Expert Panel Review meeting.
- 4.3 **Refined Redevelopment Scenarios and Evaluation** – Consultant shall develop the Refined Redevelopment Scenarios Report (Report) based on Project input provided to date and as described below. Consultant shall evaluate and document each scenario using the Evaluation Measures plus considering the comments received to date and any refined Project assumptions. Report must include a summary of any changes to the scenarios or assumptions.

The Refined Redevelopment Scenarios and Evaluation must have text and graphics to communicate the concepts to PMT, TAC, SAG and other interested parties and include:

- o A text summary outline of the pros and cons of three redevelopment scenarios;
- o Strategies and policy concepts necessary to support the land use approval and implementation of the three scenarios including parking management, transportation demand management, and transportation system management and operations strategies and policies. Consultant shall review and incorporate some or all of the STARS Project Transportation Demand Management and Transportation System Management Credits for Guidance.
- o Visual aids that summarize the evaluation of the scenarios in matrix format on a 24 by 36-inch sized board plus at least one, 24 by 36-inch sized board for each redevelopment scenario to distinguish each scenario land use and transportation proposal.

- 4.4 **Redevelopment Scenarios Future Traffic Conditions Technical Memorandum**– Consultant shall prepare a draft and final Redevelopment Scenarios Future Traffic Conditions Technical Memoranda, to evaluate multi-modal site connectivity, mode split, TDM strategies, and the resulting peak period motor vehicle trip generation for up to three proposed land use scenarios. The evaluation must include Institute of Traffic Engineers Trip Generation Methodology for determining motor vehicle trip generation potential. The evaluation must also include mode split or TDM estimations that would reduce the trip generation potential. This evaluation will help guide the selection of a preferred scenario, with the goal of identifying land use and transportation management strategies that increase development potential in the area without creating significant off-site roadway operations impacts. Specific items to incorporate in the Redevelopment Scenarios Future Traffic Conditions Technical Memorandum must include:

1. Proposal to improve pedestrian and vehicular connections to Tacoma Station Area (TSA) from within the TSA vicinity, and ways to provide safe and more convenient pedestrian crossings at specific locations within the TSA.
2. Identify enforceable ongoing requirements that would demonstrably limit motor vehicle traffic generation.
3. Compare garage parking needs with potentially available parking supply, and ways to address future parking needs.
4. VMT of the motor vehicle trips to and from the area measured using Metro's regional travel demand model (which assumes that Metro will conduct full model runs for each land use scenario to update trip tables). Metro model runs will be conducted and compared for the forecast year and one intermediate year to be determined by the PMT. PMT may jointly determine that Metro does not conduct full model runs based on agreement that the model runs are not able to provide worthwhile information due to such factors as the Project Study Area is too small or the proposed changes are too small or both.
5. Duration of congestion on OR 99E under each scenario (utilizing ODOT Region 1's Hours of Congestion Tool).
6. Determine the potential for significant effect on the surrounding transportation system based on the trip generation evaluation.

Consultant shall provide draft Redevelopment Scenarios Future Traffic Conditions Technical Memoranda to PMT and Metro TAC member and allow three weeks for review and comment. Consultant shall provide revised version incorporating input no later than five weeks from when draft was provided.

- 4.5 **Contingency: Preferred Scenario Traffic Impact Analysis Memorandum(s)** - Upon written approval from the WOCPM (based on determination of the potential for significant effect on the surrounding transportation system relating to impacts of Task 4.4 Redevelopment Scenarios). Consultant shall prepare up to two drafts and one final Preferred Scenario Traffic Impact Analysis Technical Memorandum(s), to evaluate the Preferred Redevelopment Scenario. Consultant shall provide a TPR, 660-012-0060 traffic impact analysis, (including evaluation of the existing zoning reasonable worst-case scenario), which must include the identification and clear documentation of specific land use changes with density and trip assumptions. PMT shall agree on the reasonable worse-case assumptions and the associated number of trips for existing and proposed specific land uses prior to the Preferred Scenario Traffic Impact Analysis being completed.

Preferred Scenario Traffic Impact Analysis Technical Memorandum(s) must include:

- o the peak hour link volumes and turn-movements at all "intersections of interest" for the existing zoning and preferred zoning reasonable worst-case scenarios;
- o information on the status (planned, programmed, or proposed) of transportation improvements needed to support scenario(s); and
- o TPR compliance findings, including analysis to support conclusions to reduce auto trips, such as transportation demand management, parking management, and improved mode-shift caused by transit or no-auto supportive land uses.

The Consultant shall develop the methodology for the Preferred Scenario Traffic Impact Analysis in coordination with Agency and City, and Consultant shall include the following components:

1. Using the current edition of Institute of Transportation Engineers “Trip Generation” manual, Consultant shall manually prepare the p.m. peak hour trip generation (the increment from existing zoning to the proposed zoning scenario) and assign them to the study area roadway network (using trip distribution patterns from the regional travel demand model). The trip reduction credits provided for in the TPR and the Metro RTP (or otherwise determined in the Traffic Alternatives Evaluation Memorandum) must be applied to the analysis of each scenario, as appropriate. Consultant shall overlay the prepared auto trips of each scenario onto the future, background traffic volumes.
2. The traffic analyses must include v/c and intersection LOS analysis to determine if and where there is significant impact(s) and providing remedies per OAR 660-012-0060 (2).

Oregon Highway Plan Table 7 and RTP Table 1.2 mobility standards for Station Communities (0.99 v/c; LOS F for one hour peak) must be applied to facilities within the proposed Station Community boundary. For affected intersections outside the Station Community, existing City mobility standards, as well as RTP and Oregon Highway Plan standards (E/E LOS and 0.99 v/c ratio) must be considered.

3. The potential for operational or safety effects to the interchange area and the mainline highway, must consider:
 - (i) whether the interchange or mainline area has a crash rate that is higher than the statewide crash rate for similar facilities;
 - (ii) whether the interchange or mainline area is in the top ten percent of locations identified by the safety priority index system developed by ODOT; and
 - (iii) whether existing or potential future traffic queues on the interchange exit ramps extend onto the mainline highway or the portion of the ramp needed to safely accommodate deceleration.
4. Consultant shall provide tables or figures showing a comparison of the v/c ratios for unmitigated and mitigated conditions. Consultant shall provide tables or figures showing a comparison of the available queue storage, baseline conditions 95th-percentile queue lengths, unmitigated scenarios 95th-percentile queue lengths, and mitigated scenarios 95th-percentile queue lengths from SimTraffic.
5. Consultant shall prepare general cost estimates for proposed capital improvement mitigation measures.
6. Consultant shall compare strategies or mitigations with the 2007 TSP and RTP for consistency. Any needed amendments will be identified.

If there are operational or safety effects resulting from the analysis above, the effects may be addressed by an agreement between the local government and the facility provider regarding traffic management plans favoring traffic movements away from the interchange, particularly those facilitating clearing traffic queues on the interchange exit ramps.

Consultant shall provide draft Preferred Scenario Traffic Impact Analysis Memorandum to PMT and Metro TAC members and allow three weeks for review and comment. Consultant shall provide revised version incorporating input no later than five weeks from when draft Preferred Scenario Traffic Impact Analysis Memorandum was provided.

- 4.6 **Scenarios Evaluation Executive Summary**– Consultant shall summarize the evaluation results of Task 4 in the form of a draft and final Scenarios Evaluation Executive Summary for the PMT and for the TAC, SAG, Planning Commission and City Council meetings under Subtask 4.7 through 4.10. The draft and final Scenarios Evaluation Executive Summary must include the Consultant’s recommendation on the preferred scenario. Based on the PMT’s comments on the draft Scenarios Evaluation Executive Summary memorandum, the Consultant shall prepare the final version and as a meeting packet item for Subtask 4.7 through 4.10 meetings. Consultant shall make refinements to the Scenarios Evaluation Executive Summary to reflect relevant changes resulting from Subtask 4.7 through 4.10 meetings as determined by the PMT.
- 4.7 **TAC Meeting #3** – City shall organize and arrange and Consultant shall conduct TAC Meeting #3 to present and receive comment on the Scenarios Evaluation Executive Summary and Redevelopment Scenarios Future Traffic Conditions Technical Memoranda and to solicit a recommendation for TAC preferred scenario. Consultant shall provide meeting summary notes within one week after the TAC Meeting #3.
- 4.8 **SAG Meeting #3** – City shall organize and arrange and Consultant shall conduct SAG Meeting #3 to present and receive comment on the Scenarios Evaluation Executive Summary and Redevelopment Scenarios Future Traffic Conditions Technical Memoranda and to solicit a recommendation for SAG preferred scenario. Consultant shall provide meeting summary notes within one week of the meeting.
- 4.9 **Planning Commission Work Session #2** - City shall provide logistics, arrange, and conduct Planning Commission Meeting. Consultant shall attend to present and receive comment on the Scenarios Evaluation Memorandum and Redevelopment Scenarios Future Traffic Conditions Technical Memoranda and to solicit a recommendation for Planning Commission preferred scenario. City shall provide meeting summary notes within one week of the Planning Commission Work Session #2.
- 4.10 **City Council Work Session #2** - City shall provide logistics, arrange, and conduct City Council Work Session #2; Consultant shall attend to present and receive comment on the Scenarios Evaluation Memorandum and Redevelopment Scenarios Future Traffic Conditions Technical Memoranda, Redevelopment Scenarios Future Traffic Conditions Technical Memoranda and to solicit a recommendation for City Council preferred scenario. City shall provide meeting summary notes within one week after City Council Work Session #2.

City Deliverables

- 4A PMT Meeting #5 attendance
- 4B Expert Panel Review - organize and attend
- 4C Comments on Refined Redevelopment Scenarios and Evaluation
- 4D Comments on Redevelopment Scenarios Future Traffic Conditions Technical Memoranda
- 4E Contingency: Comments on Preferred Scenario Traffic Impact Analysis Memoranda
- 4F Comments on Scenarios Evaluation Executive Summary
- 4G TAC Meeting #3 - organize and attend
- 4H SAG Meeting #3 - organize and attend
- 4I Planning Commission Work Session #2 - organize and conduct
- 4J City Council Work Session #2 - organize and conduct

Consultant Deliverables

- 4A PMT Meeting #5
- 4B Expert Panel Review
- 4C Refined Redevelopment Scenarios and Evaluation
- 4D Redevelopment Scenarios Future Traffic Conditions Technical Memoranda
- 4E *Contingency*: Preferred Scenario Traffic Impact Analysis Memorandum
- 4F Scenarios Evaluation Executive Summary
- 4G TAC Meeting #3
- 4H SAG Meeting #3
- 4I Planning Commission Work Session #2
- 4J City Council Work Session #2

Task 5: Draft Tacoma Station Area Plan

Objectives

- Prepare Draft Tacoma Station Area Plan based on work to date and gain community review and support.

Subtasks

- 5.1 **PMT Meeting #6** - Consultant shall arrange and conduct PMT Meeting #6 for PMT to debrief about TAC Meeting #3 and SAG Meeting #3 and to prepare for Task 5 Subtasks. Consultant shall prepare and distribute a meeting agenda including any policy questions or issues for PMT direction one week before PMT Meeting #6. Consultant shall provide meeting summary no later than one week following PMT Meeting #6.
- 5.2 **Draft Tacoma Station Area Plan** - Consultant shall prepare preliminary and Draft Tacoma Station Area Plan. The Draft Tacoma Station Area Plan must include the following information.
 - o Documentation of the public process and coordination with agencies that has occurred;
 - o Summary of the evaluation measures and process to develop the evaluation measures;

- o Highlights of the scenario selection process and evaluation including the Scenarios Evaluation Memorandum and Redevelopment Scenarios Future Traffic Conditions Technical Memoranda (in appendix format as directed by the City);
- o Recommended parking management or other transportation demand management strategy(ies) and associated regulatory framework;
- o Recommendations specific to the City of Portland;
- o Refined land uses and proposed transportation networks from earlier work if necessary;
- o Short- term (1 to 7 years) and medium-term (7 to 12 years) strategies for implementing the Preferred Alternative and recommended economic strategies to support redevelopment. Revised Draft Tacoma Station Area Plan must include strategic capital projects, priority of public spending and phasing, development incentives, and potential public-private, or private funding opportunities.
- o Recommendations for comprehensive plan and zoning code amendments, including design standards and parking requirements;
- o Plan for bike and pedestrian improvements and local street extensions and connections within the Project Study Area consistent with the TPR and the RTP, the details of the Revised Draft Tacoma Station Area Plan, and 2007 TSP amendments.
- o Proposed 2007 TSP amendments; and
- o Planning level cost estimates, phasing and funding recommendations for improvements consistent with the “typologies” outlined in *Metro TOD Strategic Plan* dated April 2011.
- o Visual aids or illustrations that help summarize the above information

The needed infrastructure improvements must be prioritized in the form of a Consultant-recommendation considering all modes and including an action/investment plan that recommends the short and long term investment needs for plan implementation.

Consultant shall submit the preliminary version of the Draft Tacoma Station Area Plan to the PMT at least one week prior to PMT Meeting #7. Consultant shall provide a revised version incorporating PMT input within two weeks after PMT Meeting #7.

- 5.3 **TAC Review** – City shall distribute Draft Tacoma Station Area Plan (Subtask 5.2) for review and comment to TAC. Consultant shall review TAC comments. Comments will be presented to Planning Commission as part of Subtask 5.4.
- 5.4 **Planning Commission Work Session #3** - City shall provide logistics, arrange, and conduct Planning Commission Work Session #3. City shall invite SAG and TAC members based on City PM’s discretion. Consultant shall attend to present the major elements and recommendations of the Draft Tacoma Station Area Plan. City shall prepare meeting summary notes and distribute to PMT within one week after meeting and post notes or summarized version on city website.
- 5.5 **City Council Work Session #3** - City shall provide logistics, arrange, and conduct City Council Work Session #2. City shall invite SAG and TAC members based on City PM’s discretion. Consultant shall attend to present the major elements and recommendations of the Draft Tacoma Station Area Plan. City shall prepare meeting summary notes and distribute to PMT within one week of meeting and post notes or a summarized version on City website.

- 5.6 **Community Meeting #2** – City shall organize and arrange and Consultant shall conduct Community Meeting #2 to present the Draft Tacoma Station Area Plan using visual aids that are at least 24 by 36-inch sized boards to explain the redevelopment scenarios, evaluation considerations (summarized), and next steps in plan development process. City shall invite SAG and TAC members, provide public comments cards, and provide a summary of all verbal and written public comments within one week after meeting.

City Deliverables

- 5A PMT Meeting #6 attendance
- 5B Comments on Draft Tacoma Station Area Plan (preliminary and draft)
- 5C TAC Review
- 5D Planning Commission Work Session #3 – organize and conduct
- 5E City Council Work Session #3 – organize and conduct
- 5F Community Meeting #2 - organize and attend

Consultant Deliverables

- 5A PMT Meeting #6
- 5B Draft Tacoma Station Area Plan (preliminary and draft)
- 5C TAC Review (review comments)
- 5D Planning Commission Work Session #3
- 5E City Council Work Session #3
- 5F Community Meeting #2

Task 6: Recommended Plan, Implementing Ordinances and Adoption Hearings

Objectives

- Prepare Final Tacoma Station Area Plan, including a Station Community boundary.
- Prepare Final Implementation Plan and Funding Strategy.
- Develop City comprehensive plan policies, map designations and zoning code regulations necessary to implement the Tacoma Station Area Plan.
- Local plan adoption with Consultant support and final documentation.

Subtasks

- 6.1 **PMT Meeting #7** - Consultant shall arrange and conduct PMT Meeting #7 to debrief about work to date including Community Meeting #2 and work sessions from Task 5, any policy implications, and to provide Consultant with direction for Task 6 work. Consultant shall prepare and distribute a meeting agenda including a refined set of key questions and issues at least one week before PMT Meeting #7. Consultant shall provide meeting summary no later than one week following PMT Meeting #7.
- 6.2 **Recommended Plan** - Consultant shall develop Recommended Plan based on revisions to Draft Tacoma Station Plan in draft and final versions. The Recommended Plan must include proposed Comprehensive Plan and Zoning Code Amendments and Goal Findings of Compliance

addressing the applicable provisions of the Milwaukie Comprehensive Plan, Milwaukie Zoning Ordinance, and State and regional policies. The Consultant shall provide the PMT with the draft version within two weeks after PMT Meeting #7 and give PMT at least one week to review. Based on the PMT comments, the Consultant shall provide the final version for plan adoption. City shall provide 45-day notice to DLCDD.

- 6.3 **Plan Adoption Hearings** – City shall provide logistics, arrange and conduct Plan Adoption Hearings. Consultant shall attend up to two Planning Commission and two City Council hearings for the Tacoma Station Area Plan. Display boards from the earlier tasks must be available at the hearings. City shall mail hearing notice and produce newsletter articles about plan adoption. City shall provide copies of the plan adoption material before and at the hearings.

As part of the second Planning Commission hearing and based on feedback received at the Planning Commission hearings, Consultant shall prepare a draft and final memo to the City Council outlining Planning Commission actions and plan changes for adoption. The draft memo is subject to the City review.

- 6.4 **Final Plan Documents** - Consultant shall make edits to the Proposed Comprehensive Plan and Zoning Code Amendments and Goal Findings of Compliance based on the City Council adoption and shall prepare Final Plan Documents. The elements being changed are subject to one round of review by City PM before becoming final. Consultant shall provide:
- o twelve hard copies of the Tacoma Station Area Plan to City and two to ODOT (14 total);
 - o two electronic copies of Tacoma Station Area Plan to ODOT and City in .pdf and editable format(s); and
 - o One set editable versions of all Project deliverables provided to the City on a computer disk(s)

City Deliverables

- 6A PMT Meeting #7 - attendance
- 6B Comments on Recommended Plan – 45-day notice
- 6C Plan Adoption Hearings logistics, arrangement, and public outreach
- 6D Final Plan Documents

Consultant Deliverables

- 6A PMT Meeting #7
- 6B Recommended Plan
- 6C Plan Adoption Hearings
- 6D Final Plan Documents

CITY DELIVERABLES BUDGET

Task #	Amount
Task 1 – Project Organization	\$4,000
Task 2 – Existing Conditions, Forecast Conditions and Opportunities and Constraints	\$4,000
Task 3 – Develop Redevelopment Scenarios	\$4,000
Task 4 – Evaluate Redevelopment Scenarios	\$4,000
Task 5 – Draft Tacoma Station Area Plan	\$4,000
Task 6 – Recommend Plan, Implementing Ordinances and Adoption Hearings	\$5,000
Total	\$25,000

Consultant Amount per Deliverable Table

Task	Description	Total Fixed Amount Per Deliverable	Schedule
1	Project Organization		
1A	Project Schedule	\$ 1,350	
1B	Draft Project Goals and Objectives	\$ 1,750	
1C	Manufacturing Zone Revisions	\$ 550	
1D	Comments on Policy and Regulatory Framework Technical Memorandum	\$ 250	
1E	Public Involvement Plan (coordination)	\$ 250	
1G	PMT Meeting #1	\$ 550	
	Subtotal - Task 1	\$4,700	June 2012
2	Existing Conditions, Forecast Conditions and Opportunities and Constraints		
2A	Comments on Draft Stakeholder Interview Questions	\$ 200	
2B	Preliminary Draft Baseline Traffic and Forecast Conditions, Opportunities and Constraints Report	\$ 8,100	
2C	Draft Tacoma Station Conditions Opportunities and Constraints Report	\$ 16,050	
2D	Draft Evaluation Measures	\$ 2,050	
2E	PMT Meeting # 2	\$ 1,300	
2F	TAC Meeting #1	\$ 1,350	
2G	SAG Meeting #1	\$ 1,700	
2H	Planning Commission Work Session #1	\$ 400	
2I	City Council Work Session #1	\$ 400	
2J	Final Goals, Objectives and Evaluation Measures	\$ 600	
2K	Final Tacoma Station Conditions, Opportunities, and Constraints Report	\$ 5,050	
	Subtotal - Task 2	\$37,200	August 2012

Task	Description	Total Fixed Amount Per Deliverable	Schedule
3	Develop Redevelopment Scenarios		
3A	Draft Redevelopment Scenarios Report	\$ 21,900	
3B	PMT Meeting #3	\$ 2,600	
3C	TAC Meeting # 2	\$ 1,350	
3D	SAG Meeting # 2	\$ 1,700	
3E	PMT Meeting # 4	\$ 600	
3F	Community Meeting #1	\$ 3,350	
	Subtotal – Task 3	\$31,500	November 2012
4	Evaluate Redevelopment Scenarios		
4A	PMT Meeting #5	\$ 550	
4B	Expert Panel Review	\$ 2,100	
4C	Refined Redevelopment Scenarios and Evaluation	\$ 6,900	
4D	Redevelopment Scenarios Future Traffic Conditions Technical Memoranda	\$ 7,050	
4E	<i>Contingency: Preferred Scenario(s) Traffic Impact Analysis Memorandum(s)</i>	\$ 16,400	
4F	Scenarios Evaluation Executive Summary	\$ 2,100	
4G	TAC Meeting #3	\$ 1,600	
4H	SAG Meeting #3	\$ 600	
4I	Planning Commission Work Session #2	\$ 500	
4J	City Council Work Session #2	\$ 1,700	
	Subtotal – Task 4	\$39,500	February 2013
5	Draft Tacoma Station Area Plan		
5A	PMT Meeting #6	\$ 2,100	
5B	Draft Tacoma Station Area Plan	\$ 13,650	
5C	TAC Review	\$ 400	
5D	Planning Commission Work Session #3	\$ 500	
5E	City Council Work Session #3	\$ 500	
5F	Community Meeting #2	\$ 3,350	
	Subtotal – Task 5	\$20,500	April 2013
6	Recommended Plan, Implementing Ordinances and Adoption Hearings		
6A	PMT Meeting #7	\$ 550	
6B	Recommended Plan	\$ 6,200	
6C	Plan Adoption Hearings	\$ 3,100	
6D	Final Plan Documents	\$ 1,750	
	Subtotal – Task 6	\$11,600	June 2013
	TOTAL	\$145,000	

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
 5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
 6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.**

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
PERSONNEL SERVICES
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.
SERVICES AND SUPPLIES
In-State Travel - Per Rates Identified in State Travel Handbook
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
Office Expense
<i>Direct Project Expenses Including:</i>
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.
Telecommunications
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
Publicity & Publication
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (costs to put on conference or seminars)
Equipment \$250 - \$4,999
NOT ELIGIBLE
Employee Training, Excluding Travel
NOT ELIGIBLE
Training In-State Travel
NOT ELIGIBLE
CAPITOL OUTLAY
NOT ELIGIBLE

ATTACHMENT 3

Tacoma Station Area Project
Preliminary Schedule

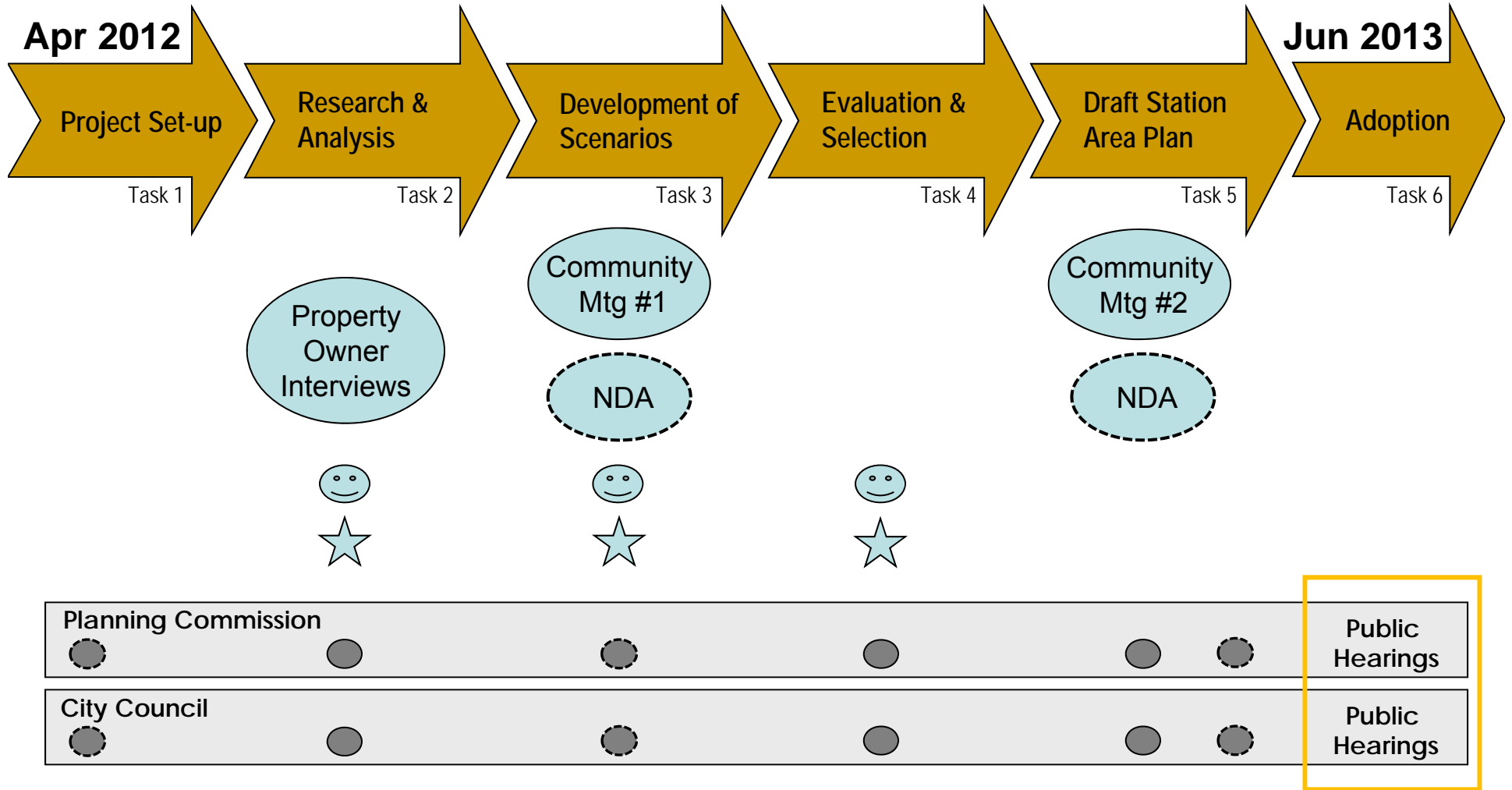
Task #	Task Description	Lead Agency	City PM Role	City PM Hrs ¹	Other Dept Hrs ²	Other Dept Involvement ³	May 2012	Jun 2012	Jul 2012	Aug 2012	Sep 2012	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sep 2013
Task 1 Project Set-up																							
1.A	Project Schedule	Consultant	Review	1																			
1.B	Project Goals & Objectives	Consultant	Review	1																			
1.C	Draft M-Zone Amendments	Consultant	Review/Coord	5	5	PL																	
1.D	Policy & Regulatory Framework Memo	City	Develop/Coord	50	10	GIS																	
1.E	Public Involvement Plan (PIP)	City	Develop/Coord	10	5	CS																	
1.F	Committee Rosters	City	Develop/Coord	10	5	CD Admin																	
1.G	PMT Meeting #1	Consultant	Attend	5																			
**	PIP Implementation (e.g. PC, CC, NDA, Pilot, Website, STARS Survey)	City	Implement	30	15	CS / CD Admin																	
	Subtotal			112	40																		
Task 2 Baseline and Forecast Conditions																							
2.A	Stakeholder Questions and Interviews	City	Develop/Coord	25	5	CD																	
2.B	Preliminary Traffic Conditions, Opportunities, and Constraints Report	Consultant	Review/Coord	5	20	GIS / ENG																	
2.C	Draft Tacoma Station Conditions, Opportunities, and Constraints Report	Consultant	Review/Coord	20	20	GIS / ENG																	
2.D	Draft Evaluation Measures	Consultant	Review	10																			
2.E	PMT Meeting # 2	Consultant	Attend	5																			
2.F	TAC Meeting #1	Consultant	Support	10																			
2.G	SAG Meeting #1	Consultant	Support	10																			
2.H	PC Work Session #1	Consultant	Support	10																			
2.I	CC Work Session #1	Consultant	Support	10																			
2.J	Final Goals, Objectives and Evaluation Measures	Consultant	Review	1																			
2.K	Final Tacoma Station Conditions, Opportunities, and Constraints Report	Consultant	Review	1																			
**	PIP Implementation (e.g. PC, CC, NDA, Pilot, Website, STARS Survey)	City	Implement	5	5	(CS)																	
	Subtotal			112	50																		
Task 3 Redevelopment Scenarios (NEED BASEBALL INFO)																							
3.A	Draft Redevelopment Scenarios Report	Consultant	Review/Coord	20	10	CD																	
3.B	PMT Meeting #3	Consultant	Attend	5																			
3.C	TAC Meeting # 2	Consultant	Support	10																			
3.D	SAG Meeting # 2	Consultant	Support	10																			
3.E	PMT Meeting # 4	Consultant	Attend	5																			
3.F	Community Meeting #1	Consultant	Support	10	15	(PL / CS)																	
**	PIP Implementation (e.g. PC, CC, NDA, Pilot, Website, STARS Survey)	City	Implement	30	10	(CS)																	
	Subtotal			90	35																		
Task 4 Scenario Refinement, Evaluation, and Selection																							
4.A	PMT Meeting #5	Consultant	Attend	5																			
4.B	Expert Panel Review	Consultant	Review/Coord	1	1	CD																	
4.C	Scenarios Refinement and Evaluation	Consultant	Review/Coord	10	15	CD / ENG																	
4.D	Redevelopment Scenarios Future Traffic Conditions Technical Memoranda	Consultant	Review/Coord	10	15	CD / ENG																	
4.E	Contingency: Scenario(s) Future Traffic Conditions Technical Memorandum(s)	(Consultant)	(Review/Coord)	5	10	(ENG)																	
4.F	Scenarios Evaluation Executive Summary	Consultant	Review	1																			
4.G	TAC Meeting #3	Consultant	Support	10																			
4.H	SAG Meeting #3	Consultant	Support	10																			
4.I	PC Work Session #2	Consultant	Support	10																			
4.J	CC Work Session #2	Consultant	Support	10																			
**	PIP Implementation (e.g. PC, CC, NDA, Pilot, Website, STARS Survey)	City	Implement	5	5	(CS)																	
	Subtotal			77	46																		
Task 5 Draft Plan																							
5.A	PMT Meeting #6	Consultant	Attend	5																			
5.B	Draft Tacoma Station Area Plan	Consultant	Review/Coord	30	30	PL / CD / ENG																	
5.C	TAC Review	City	Conduct	1																			
5.D	PC Work Session #3	Consultant	Support	10																			
5.E	CC Work Session #3	Consultant	Support	10																			
5.F	Community Meeting #2	Consultant	Support	10	15	(PL / CS)																	
**	PIP Implementation (e.g. PC, CC, NDA, Pilot, Website, STARS Survey)	City	Implement	30	10	(CS)																	
	Subtotal			96	55																		
Task 6 Final Plan and Adoption																							
6.A	PMT Meeting #7	Consultant	Attend	5																			
6.B	Recommended Plan	Consultant	Review	20																			
6.C	Plan Adoption Hearings	City/Consultant	Support/Coord	80	15	CD Admin																	
6.D	Final Plan Documents	Consultant	Review/Coord	10	15	CD Admin																	
**	PIP Implementation (e.g. PC, CC, NDA, Pilot, Website, STARS Survey)	City	Implement	10	5	(CS)																	
	Subtotal			125	35																		

¹ These are rough estimates for the City Project Manager's (PM) time only. These estimates do not include the Planning Director's involvement with or oversight of this project.

² These are rough estimates for all other City staff time.

³ Acronyms in this column are as follows: PL = Planning, GIS = GIS, CS = Community Services, CD Admin = Community Development Admin, CD = Community Development. Parentheses indicate that staff involvement in these tasks may not be necessary.

ATTACHMENT 4 TACOMA STATION AREA PROJECT OVERVIEW



- ☺ = Stakeholder Advisory Group (SAG) Mtg
- ★ = Technical Advisory Committee (TAC) Mtg
- = Work or Study Session
- = TBD by City's Public Involvement Plan





Agenda Item: 3.C.
Meeting Date: 4/17/12

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Adoption of 2012 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: 4/6/12

Issue Before the Council

Adoption of the 2012 Council Goals

Staff Recommendation

Staff recommends adoption of the 2012 Council 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 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.

At the April 3, 2012 work session, Council confirmed the revisions to the 2012 goals and requested these be scheduled for April 17, 2012 for adoption.

Other Alternatives Considered

Revise the goals and delay adoption for a future meeting

City Council Goals

2012 Council Goals

Attachment List

Staff Report, Resolution and 2012 Council Goals

Fiscal Notes



To: Mayor and City Council

Through: Bill Monahan, City Manager

From: Teri Bankhead, Asst. to the City Manager

Subject: Adoption of Council 2012 Goals

Date: April 2, 2012 for the April 17, 2012 Regular Session

Action Requested

Adoption of Council 2012 Goals

History of Prior Actions and Discussions

Background

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.

October 18, 2011 work session: Staff presented an update on the work towards those goals to date.

February 28, 2012: Staff 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.

April 3, 2012 work session: Council confirmed the revisions to the 2012 goals and requested these be scheduled for April 17, 2012 for adoption.

Concurrence

Council agreed with these revisions at the April 3rd work session

Fiscal Impact**Work Load Impacts****Alternatives**

Revise the goals and delay adoption for a future meeting

Attachments

1. Resolution with 2012 Goals

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
ADOPTING ITS COUNCIL GOALS FOR 2012.**

WHEREAS, the City Council periodically establishes Council goals to guide it in carrying out the work of the City; and

WHEREAS, on April 5, 2011, the Council by unanimous vote adopted a list of twenty goals and subsequently prioritized them for the 2011 work plan; and

WHEREAS, the Council met in work sessions on October 18, 2011 and February 28, 2012 to receive updates on staff progress towards the goals; and

WHEREAS, on February 28, 2012 the Council revised the 2011 goals and reprioritized them and confirmed these revisions on April 3, 2012;

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

Section 1. The list of City Council Goals adopted at the April 5, 2011 Council meeting are revised to reflect the Council Goals for 2012 and are hereby adopted.

Section 2. That the Council has prioritized the goals to provide direction to staff which goals the Council considers most important for the coming year, attached as Exhibit A.

Section 3. This resolution is effective immediately.

Introduced and adopted by the City Council on April 17, 2012.

Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

EXHIBIT A

2012 CITY COUNCIL 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

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.

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



Agenda Item: 3.D.
Meeting Date: 4/17/12

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Peer Support Intergovernmental Agreement

Prepared By: Bob Jordan, Chief of Police

Dept. Head Approval: Bob Jordan

City Manager Approval: Bill Monahan

Reviewed by City Manager: 4/9/12

ISSUES BEFORE THE COUNCIL

Approval of an Intergovernmental Agreement

STAFF RECOMMENDATION

That City Council authorize the approval of an intergovernmental agreement in support of a Peer Support Program within the Milwaukie Police Department

KEY FACTS & INFORMATION SUMMARY

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.

OTHER ALTERNATIVES CONSIDERED

None.

CITY COUNCIL GOALS

ATTACHMENT LIST

Prior Staff Report re Peer Support;
Peer Support IGA

FISCAL NOTES



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.

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- 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 Milwaukie

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



Agenda Item: 3.E.
Meeting Date: 4/17/12

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Cycle Oregon MOU

Prepared By: Bob Jordan, Chief of Police
Dept. Head Approval: Bob Jordan
City Manager Approval: Bill Monahan
Reviewed by City Manager:

ISSUES BEFORE THE COUNCIL

Approval of Memorandum of Understanding (MOU) with Cycle Oregon

STAFF RECOMMENDATION

Approve MOU

KEY FACTS & INFORMATION SUMMARY

The Milwaukie Police Department and Cycle Oregon (CO) propose to enter in to an agreement that provides for CO to reimburse all of the expenses incurred by the Milwaukie Police Department in the course of providing a motorcycle escort for two CO events in 2012. The two events are the Weekend Ride and the Week Ride. 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/>. The original staff report listed the expenses that we would be reimbursed for by CO.

OTHER ALTERNATIVES CONSIDERED

Not offering to provide motorcycle escorts for CO events

CITY COUNCIL GOALS

Promote the City of Milwaukie

ATTACHMENT LIST

Cycle Oregon MOU
Staff Report with attachments

FISCAL NOTES

Type here



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/>.

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

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

Memorandum of Understanding

Between

The Milwaukie Police Department

And

Cycle Oregon

Concerning

The establishment of a working relationship between the two parties to provide a police presence on Cycle Oregon events to enhance overall traffic safety on public roads selected by Cycle Oregon as routes for its Week and Weekend bicycle rides.

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) is to establish a working relationship between the two parties and a procedure for Cycle Oregon to reimburse the city of Milwaukie for costs associated with providing a police presence on Cycle Oregon events.

II. OBJECTIVES

- A. Enhance overall safety for cyclists and motorists who by law must Share the Road on public highways used by Cycle Oregon.
- B. Provide a uniformed law enforcement presence of police motorcycle patrols on all public highways selected as cycling routes during a Cycle Oregon bicycle event.
- C. Establish mutually agreed upon procedures for reimbursement of costs incurred by city police department officers working on Cycle Oregon events by Cycle Oregon to the City of Milwaukie.

III. RESPONSIBILITIES AND PROCEDURES

- A. Cycle Oregon agrees to:
 1. Provide a detailed description of the routes used by Cycle Oregon to the Milwaukie Police Department as part of its planning process.
 2. Establish the number of motorcycle officers requested for each day of an event, with input from the Milwaukie Police Department.
 3. Provide an estimate of hours per day each motorcycle officer will be expected to work on a Cycle Oregon event.

4. Provide lodging for each officer working on a Cycle Oregon event, based upon two officers per room.
5. Provide all food for city police officers each day at Cycle Oregon's food tent, and on-course lunch sites and rest stops.
6. Provide emergency or initial medical assistance as necessary on-course through its contract Emergency Medical Service provider, consistent with the provisions of an individual officer's health insurance policy.
7. Reimburse the City of Milwaukie for personnel and equipment costs based on actual costs incurred by city police department officers. These costs include travel to and from a Cycle Oregon event, from the Milwaukie Police Department office, or other location approved by the Milwaukie Police Department for off-duty storage of a city police motorcycle.

B. The Milwaukie Police Department agrees to:

1. Prior to an event, provide to Cycle Oregon an estimate of costs to be incurred by motorcycle officers based on route descriptions provided by Cycle Oregon.
2. Assign the agreed upon number of officers for each day of the Cycle Oregon event, and assign one officer the responsibility of being the primary contact with Cycle Oregon's Course Director, and/or staff.
3. Confer with Cycle Oregon staff to focus patrol efforts on general or specific areas of concern during each day of a Cycle Oregon event.
4. Patrol public highways selected by Cycle Oregon as the "official" route of a Cycle Oregon event.
5. Expend an agreed upon number of hours per day in patrolling a Cycle Oregon route. The number of hours "on-duty" each day may be modified dependent upon actual need, with input from Cycle Oregon's Course Director and/or Executive Director.
6. Take appropriate law enforcement action for violation of Oregon Law observed on public highways of a Cycle Oregon route.
7. Investigate, or assist local or state police officers, in the investigation of crashes involving a Cycle Oregon cyclist and a motor vehicle, or a traffic crash resulting in a serious injury or death to a Cycle Oregon cyclist.
8. Provide Cycle Oregon copies of official reports generated by assigned officers, consistent with Oregon's Public Records Law, of incidents involving a Cycle Oregon participant.
9. At the conclusion of the event, reconcile actual costs incurred with initial cost estimates.

10. Provide Cycle Oregon a detailed accounting of reconciled personnel and equipment costs, for reimbursement by Cycle Oregon.

C. Both parties agree to cooperatively provide the most cost-effective means of enhancing overall traffic safety on highways used by Cycle Oregon, with the goal of ensuring both the motoring public and cyclists lawfully and safely “Share the Road.”

IV. ADMINISTRATION

A. Either party may propose changes to this MOU. Any changes will be in the form of an amendment and will not take effect until both parties have agreed and signed the amendment.

B. Contact for the Milwaukie Police Department will be the Chief of Police, or his/her designee. The Cycle Oregon point of contact is the Executive Director, or his/her designee.

C. This MOU shall become effective when signed by both parties. This MOU shall continue until written termination by mutual agreement or by either party giving 30 days prior written notice to the other party.

APPROVED

Milwaukie Police Department Representative

Date

Cycle Oregon Representative

Date

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
 \$ 3.95
 \$

26.25
 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
 \$ 3.95
 \$

26.25
 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
	Downey	\$ 32.31	10	\$ 323.10	Motorcycles x2	500	20	\$ 3.95	\$ 79.00
Day 7									
15-Sep	Odem	\$ 27.91	10	\$ 279.10					
	Downey	\$ 32.31	10	\$ 323.10	Motorcycles x2	400	16	\$ 3.95	\$ 63.20
Travel Day									
16-Sep	Odem	\$ 43.95	5.5	\$ 241.73	SUV	307	20	\$ 3.75	\$ 75.00
	Downey	\$ 32.31	5.5	\$ 177.71	Motorcycles	307	12	\$ 3.95	\$ 47.40
Total Salary				\$ 5,318.00	Total Fuel		221	\$ 858.35	

Non Food Tent Meals

Meals - Sat	Lunch	\$ 13.00							\$ 6,176.35
	Dinner	\$ 29.00							
Mon	Break	\$ 9.00							
Sunday	Break	\$ 9.00							
	Lunch	\$ 13.00							
Total		\$ 73.00	x2	\$ 146.00	Total for Week Ride		\$ 6,322.35		