

MINUTES
MILWAUKIE CITY COUNCIL WORK SESSION
SEPTEMBER 18, 2012

Mayor Ferguson called the work session to order at 5:01 p.m. in the City Hall Conference Room.

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

Staff Present: City Manager Bill Monahan, Assistant to the City Manager Teri Bankhead, City Attorney Tim Ramis, City Recorder Pat DuVal, Police Chief Bob Jordan, Community Services Director JoAnn Herrigel, Public Affairs Coordinator Grady Wheeler, Community Development and Public Works Director Kenny Asher, Planning Director Steve Butler, Civil Engineer Jason Rice, and Assistant Finance Director Rina Byrne.

Media: Victoria Edwards, *The Oregonian*

City Manager's Report

Mr. Monahan reviewed the evening's agendas. He provided an update on Dena Swanson's request and reported she found the solution regarding the TriMet payment was not sufficient. The group discussed upcoming study session dates and scheduling a meeting with the North Clackamas School District Board. Mr. Monahan announced the candidate orientation on September 19 and Budget Committee meeting on September 20.

Community Development and Planning Active Projects

Mr. Asher introduced Planning Director Steve Butler. He reported on the proposed Downtown Reimbursement Code Amendments and the process for Planning Commission and Design and Landmarks Committee consideration.

Council President Chaimov asked if there were an appeal process for the Community Development Director's determination.

Mr. Asher said there was no appeal process if all the information was submitted with the property owner's request.

Councilor Miller asked if the fees could be waived until the code was amended. People were still being hung up with payments, and he felt that was negative to businesses.

Mr. Asher agreed that was a problem, and staff was looking at how to fix the problem. Until there was a new policy in place, staff had to enforce the code.

Councilor Miller said at one time Mr. Monahan had drafted a resolution that suspended the requirements for 18 months.

Mr. Monahan said the solution at the time had been the grant program. He discussed the time limit on reimbursement of 365 days after the effective date.

Councilor Miller was concerned about the upfront money and out of pocket expense. It seemed vague as to when the money would be paid back.

City Council Work Session – September 18, 2012

Approved Minutes

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Councilor Hedges felt it was important to apply some common sense and commented on enforcement. The City could say it would waive fees until the code amendments were adopted; however, that would leave a debt hanging over the owners' heads.

Mr. Monahan thought it would be best to have this discussion with the City Attorney to get a full understanding of the options.

Mr. Asher discussed the Commercial Core Enhancement Project (CCEP) using Metro Construction Excise Tax (CET) funds. He believed the Project could be done, but other projects would be slowed down or put off until 2014. He provided a list of projects with timelines.

Council President Chaimov thought the cost of slowing down certain projects would outweigh the benefits of the CCEP.

Councilor Miller could not accept the delay of some of the projects.

Councilor Hedges felt too much would be given up if the CCEP took priority.

Councilor Loomis liked the program.

Mayor Ferguson would like to do the program, but the money was not identified in the budget.

Public Safety Advisory Committee Update

Chief Jordan was joined by Public Safety Advisory Committee (PSAC) **Chair Don Wiley** and member **Linda Hedges**.

PSAC had worked on a number of projects over the past year including the prescription drug turn in, document shred day, Officer of the year dinner, 9K for K9 fundraiser, development of community safety awareness, and the Walk Safely Milwaukie Program (WSMP).

Mr. Wiley added PSAC was planning a safety fair to coincide with the next Shred Day event. The Committee was still working with Milwaukie High School on the photo radar tutorial.

Chief Jordan commented on the presumptive fine schedule that went into effect January 1, 2012. The assessment fee, used to fund community education and speed reader signs, was no longer available. Those funds would have to be taken out of existing revenue.

Mayor Ferguson asked for information on the revenue impact and added he would like to be able to keep that funding in place.

Chief Jordan would work with the Finance Department on this matter and report back.

Mr. Monahan commented there would be a photo radar program review next summer.

The group discussed signage when the van was deployed. **Chief Jordan** would provide some photographs of the signage. He noted the camera flashed only for those vehicles that were speeding.

Council President Chaimov appreciated the Police Department's participating in Cycle Oregon.

Councilor Hedges hoped support would continue for the Walk Safely Milwaukie Program (WSMP).

Ms. Hedges applauded the engineering staff that had worked very hard on the WSMP and saved the City money on the projects. PSAC made some changes to the more objective components of the criteria, but no new projects had been submitted for funding.

Councilor Loomis appreciated the Committee's involvement with the Officer of the Year dinner and its work on the light rail project.

Options for Public and Government Access

Ms. Herrigel discussed options for providing public and government access. She had contacted a number of organizations including Mt.r. Hood Community College, Clackamas County, Sabin-Schellenberg, and MetroEast Community Media. The most optimistic response was from Portland Community Media. She suggested authorizing the City Manager to extend the Willamette Falls Media Center (WFMC) contract to November 30 while the contract was being reviewed. She further recommended sending out a request for qualifications (RFQ) to have someone on call to address any lapses in services.

Councilor Hedges noted the WFMC staff was very professional, but the Board was neither professional nor organized. He was concerned the City would be without coverage for its meetings.

The Mayor and Councilors concurred that the agreement with Willamette Falls Media Center should be extended while the City went out for a request for proposals (RFP).

Riverfront Park Status Report

Ms. Herrigel updated the City Council on the Klein Point Project that was scheduled for completion by the end of October. She provided a status report on the rest of the project and looked forward to regular reporting. There was a fall capital campaign planned to speak with potential donors, and grant opportunities were coming up. She briefly discussed the access issues south of Kellogg to allow Kellogg Treatment Plant and Riverfront Park access. Water Environment Services (WES) and City staff had been meeting to come to terms on the matter, but unfortunately WES continued to express concerns. She described several alternatives and related costs that might include Park redesign. She discussed truck size and load capabilities of the bridge over Kellogg Creek.

Mayor Ferguson noted a meeting was being planned with Commissioner Paul Savas, County Counsel, City Attorney Harlan Jones, and he.

Councilor Hedges thought the Oregon Department of Transportation (ODOT) and WES might come up with some acceptable alternatives.

Mr. Asher said ODOT had not yet permitted this design, but it probably met its standards. WES was concerned about safety and additional operating costs.

Ms. Herrigel added that ODOT indicated that a signal was not warranted because of the relatively low number of vehicles accessing the Plant per day. She commented on the McLoughlin Boulevard Improvement design.

Mr. Asher noted if the Park were smaller some of the uses would shrink. He thought compromise might require some WES property.

The group discussed the feasibility of WES trucks controlling the lights, and **Ms. Herrigel** said she would check into that.

Harrison Street Bike Lanes

Mr. Wheeler and **Mr. Rice** reported on the recent Harrison Street improvements and the Transportation System Plan (TSP) recommendation for bike lanes between 32nd and 42nd Avenues. As part of the Street Surface Maintenance Program (SSMP) that section of Harrison Street was reconstructed. Adding bike lanes would eliminate on-street parking. They discussed a proposed outreach strategy to get input on the TSP recommendation.

Mr. Monahan added the bike lanes were in the TSP, but staff would also be looking at alternatives.

Mr. Rice thought about 80 residences and 4 businesses would be impacted.

Mayor Ferguson announced the City Council would meet in executive session pursuant to ORS 192.660(2)(h) for consultation with legal counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.

Mayor Ferguson adjourned the work session at 6:33 p.m.



Pat DuVal, Recorder

WORK SESSION

EXHIBIT

9/18/12 WS

19.710 DOWNTOWN REIMBURSEMENT**19.710.1 Reimbursement Eligibility**

In downtown zones, the City will reimburse property owners for certain expenditures related to frontage improvements. The city will reimburse those requesting reimbursement for expenditures that meet all of the following criteria.

- A. The expenditure is required as a prerequisite to obtaining a development or building permit.
- B. The development approved by the permit for which the expenditure was a prerequisite, has been completed in its entirety.
- C. The expenditure is either a payment made to the City as a fee in lieu of construction pursuant to Section 19.706, or is the amount paid to construct right-of-way frontage improvements, pursuant to Subsection 19.703.3.B.
- D. Either the fee in lieu of construction was paid to the City or the right-of-way permits for the frontage improvements were issued, between the dates of August 1, 2012 and _____, 2012, the effective date of Ord. #_____.
- E. The development or change in use would have been exempt under Subsection 19.702.3.B.
- F. The expenditures for which reimbursement is requested were made by the party or parties requesting reimbursement, or the successors in interest of such parties.

19.710.2 Reimbursement Amount

- A. Reimbursement by the City under this section shall be for one of the following expenses.
 1. The total amount paid by the party or parties requesting reimbursement to the City as a fee in lieu of construction for right-of-way improvements on the property's frontage.
 2. The total amount expended by the party or parties requesting reimbursement on right-of-way improvements along the property's frontage.
- B. The following expenses are not eligible for reimbursement by the City: System Development Charges, improvements identified as required mitigation by a Traffic Impact Study per Section 19.704, permit fees, or inspection fees.

19.710.3 Reimbursement Process

A property owner in the downtown zone must initiate the reimbursement process by submitting a written request for reimbursement to the Community Development Director.

- A. The written request for reimbursement must include the following information.
 1. The address or tax lot number of the property in question.
 2. The name of the person or persons (individual or corporate) that are requesting the reimbursement.
 3. Documentation of current ownership of the property in question.
 4. The amount of the requested reimbursement.
 5. Written documentation of the payment to the City of a fee in lieu of construction or the amount expended on the construction of right-of-way improvements, by the party or parties requesting reimbursement, or the predecessors in interest to such parties.

Proposed Code Amendment

6. A copy of the decision requiring the construction of the subject right-of-way improvements or the payment of the subject fee in lieu of construction, for which reimbursement is requested.
- B. Upon receipt of a written request for reimbursement, the Community Development Director shall review the request for consistency with the requirements and standards of this section. This review is not a land use decision.
- C. Upon approval of a reimbursement request, the City shall make the funds payable to the requesting party or parties within 60 days.

19.710.4 Time Limit on Reimbursement

Section 19.710 shall no longer be effective 365 days after it becomes effective. On the 366th day after the effective date, this section shall be automatically repealed, no longer part of the Milwaukie Municipal Code, and no longer of any effect within the City.

2013

EXHIBIT

9/18/12 WS

PRIORITIZED	PROJECT		
		SLOWS DOWN	STOPS until 2014
CCEP/CET	Commercial Core Enhancement Project ¹		
KFCI	Kellogg For Coho Initiative		
	Station Building Development	SBD	
ASC	Adams Street Connector		
	Tacoma Station Area Plan ²	TSAP	
	South Downtown Rezoning ³		SDT RZ
	UGMA Update and Annexations ⁴		UGMA
TSP	TSP Update		
	Comp Plan Update		CPU
RP	Riverfront Park		
	City Sidewalks Program		CSP
	Kronberg Park/Multi-Use Trail		KP/MUT
QZ	UP & P&W/TM Quiet Zones		
	Walk Safely Milwaukie Program ⁵		WSMP

¹ Assumes one Associate Planner at least 330 hours to serve as Project Manager; CD and Planning Directors increases time from 263 hours to ~300, second planner at 340 hours and support from Neighborhood Services with public outreach

² Plan drafting stays on schedule, but adoption process slows after June 2013

³ With the exception of downtown parking regulations, which would be amended in 2013

⁴ No CD or Planning staff available to support UGMA agreements (service area agreements, ORS 195 agreements, annexation opportunities, etc.)

⁵ Implementation of 2012-13 projects would continue, but program redesign/renewal would not occur in 2013 (assuming Community Development Dept. participation)

REVISED

**MILWAUKIE CITY COUNCIL
WORK SESSION
SEPTEMBER 18, 2012**

MILWAUKIE CITY HALL

Conference Room
10722 SE Main Street

A light dinner will be served

WORK SESSION – 5:00 P.M.

		<u>Presenter</u>	<u>Page #</u>	
1.	5:00 p.m.	City Manager's Report	Bill Monahan	
2.	5:30 p.m.	Public Safety Advisory Committee (PSAC) Update	Committee members and Chief Bob Jordan	1
3.	6:00 p.m.	Options for Public and Government Access	JoAnn Herrigel	8
4.	6:15 p.m.	Riverfront Park Status Report	JoAnn Herrigel	
5.	6:30 p.m.	Harrison Street Bike Lanes	Grady Wheeler and Jason Rice	20
6.	6:45 p.m.	Adjournment		

EXECUTIVE SESSION

The City Council will meet in executive session immediately following adjournment of the work session pursuant to ORS 192.660(2)(h) for consultation with legal counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.

Information

Executive Session: All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions as provided by ORS 192.660(3) but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

Public Notice

- The Council may vote in work session on non-legislative issues.
- The time listed for each discussion item is approximate. The actual time at which each item is considered may change due to the length of time devoted to the one previous to it.
- The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.
- The City of Milwaukie is committed to providing equal access to information and public meetings per the Americans with Disabilities (ADA). If you need special accommodations, please call 503.786.7502 or email ocr@ci.milwaukie.or.us at least 48 hours prior to the meeting.



To: Mayor and City Council

Through: Bill Monahan, City Manager

From: Bob Jordan, Chief of Police

Subject: Public Safety Advisory Committee Update for Council

Date: August 30, 2012

ACTION REQUESTED

None. For information only.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Annual Report

BACKGROUND

Milwaukie City Council requires a regular update on official city committees and boards. This memorandum will provide information about the City of Milwaukie's Public Safety Advisory Committee and its mission.

The Public Safety Advisory Committee is established for the purpose of advising and making recommendations to the Chief of Police and City Council regarding public safety needs in the city and its urban growth boundary. The board shall be responsible for, but not limited to, the following activities:

1. Review and make recommendations on community livability concerns related to crime prevention and traffic safety issues that affect public safety and neighborhood livability in Milwaukie and within its urban growth boundary;
2. Review and make recommendations for police-community partnerships to mitigate the negative influence of crime and traffic on the community;
3. Promote public education and awareness of the effects of crime and the fear of crime on the community;

4. Collaborate with local, county and state government agencies to develop strategies to mitigate negative community livability concerns by focusing partnership agency resources to reduce or eliminate specific crime, problem areas or concerns;

5. Such other activities as the Council may assign. (Ord. 1869 § 3, 2000: Ord. 1797 § 3 (part), 1996).

The Public Safety Advisory Committee has worked on a number of projects over the past year, to include the following:

- 1) The Prescription Drug Turn-In Day
- 2) The Identity Theft Prevention/Document Shredding Day
- 3) The Officer/Cadet/Reserve Officer of the Year Dinner
- 4) The 9K for K9 Walk Fundraising effort as part of the Milwaukie Festival Daze
- 5) Assistance to the Police Department in developing community safety projects associated with the Photo Radar Program, such as the electronic speed reader signs placed in the neighborhoods
- 6) Walk Safely Milwaukie Program

The Public Safety Advisory Committee is the primary conduit for the exchange of information between our neighborhood associations and the Police Department.

The current members of the Public Safety Advisory Committee are as follows:

Don Wiley, Chair - Linwood NDA
Ray Bryan: Vice-Chair - Historic Milwaukie NDA
Margaret Anderson: Member - Llewellyn NDA
Jo Anne Bird: Member - Island Station NDA
Sue Richardson: Member - Lake Road NDA
Mary Weaver: Member - Hector Campbell NDA
Sonja Souder: Member - Ardenwald NDA
Sine Adams: Member at Large
Art Ball: Member at Large
Linda Hedges: Member at Large
Jory Lueck: Milwaukie High School Student Representative (to begin September 2012)

CONCURRENCE

FISCAL IMPACTS

None

WORK LOAD IMPACTS

None

Council Staff Report – Public Safety Advisory Committee Annual Report
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Milwaukie Public Safety Advisory Committee
WORK PLAN 2011-2012

BACKGROUND

DIRECTION FROM CITY COUNCIL:

The Public Safety Advisory Committee is established for the purpose of advising and making recommendations to the Chief of Police and City Council regarding public safety needs in the city and its urban growth boundary. The board shall be responsible for, but not limited to, the following activities:

- A. Review and make recommendations on community livability concerns related to crime prevention, traffic safety, and emergency preparedness that affect public safety and neighborhood livability in Milwaukie and within its urban growth boundary;
- B. Review and make recommendations for police-community partnerships to mitigate the negative influence of crime and traffic on the community;
- C. Promote public education and awareness of the effects of crime and the fear of crime on the community;
- D. Collaborate with local, county and state government agencies to develop strategies to mitigate negative community livability concerns by focusing partnership agency resources to reduce or eliminate specific crime, problem areas or concerns;
- E. Such other activities as the council may assign. (Ord. 1869 § 3, 2000: Ord. 1797 § 3 (part), 1996)

PSAC 2011 - 2012 WORK PLAN

ACTIVITY A

(1) Walk Safely Milwaukie Program - We will follow the guidelines as agreed upon by PSAC, city staff, and Neighborhood Associations, and approved by Council, including any revisions made during 2011-2012. 2013 projects have will be those next in line.

TIMELINE: The timeline for this program will be the same as that adopted for the WSMP.

WHO PARTICIPATES: This work is done by the whole committee so that each NDA is equally represented in discussions, investigations, and prioritizing, and in cooperation with city staff as designated by City Council.

(2)(a) CERT training will be offered regularly. Any citizen may attend, but PSAC and NDA officers are especially encouraged to attend the 1-day training to prepare for a possible disaster affecting their neighborhoods. This training provides PSAC members with valuable insight into community safety needs and resources.

TIMELINE: 2012 training dates are May 12th, and October 6th
(2013 dates to be determined)

WHO PARTICIPATES: Anyone (mature age 16+) may sign up for training

(2)(b) Milwaukie's CERT Team is in its third year of meeting monthly to drill. New CERT trainees will be able to join a committed and enthusiastic team! Coordinator: Linda Hedges

(3) Neighborhood Representatives offer an open channel of communication between neighborhoods, law enforcement, city traffic management staff, and others. All PSAC members support collaborative efforts to address livability concerns and make the best use of available resources (professional experts, grants, fundraising projects, etc.). One example: with the help of information from the Chief and discussion led by PSAC representatives, all NDA's decided to support the continued use of the photo van in Milwaukie.

TIMELINE: Ongoing as issues arise.

WHO PARTICIPATES: Issues to be addressed are determined by the whole committee. Subcommittees or individual follow-ups are determined by the scope and urgency of a particular issue.

ACTIVITY B

(1) Support the Officer/Reserve Officer of the Year Dinner, held in March of each year. (2013 date to be determined)

TIMELINE: Begin planning in October, 2012, for 2013 dinner. Debrief in April.

WHO PARTICIPATES: Subcommittee of PSAC, coordinating with community and business organizations and volunteers.

(2) Guests - PSAC allows time in our meeting schedule for invited guests to provide information relating to traffic safety, crime prevention, fire prevention, and other related topics. Although we encourage citizens to go to their NDA's first, we also are open to guests who ask to be on our agenda to provide particular insight or express individual or business concerns.

TIMELINE: Ongoing.

WHO PARTICIPATES: Appropriate agenda time will be given to anyone who has information, concerns, and suggestions which fit within PSAC's mission.

(3) Partner with Providence Hospital to support an Annual Prescription Meds Turn-in Day.

TIMELINE: April of each year.

WHO PARTICIPATES: Providence Hospital staff, PSAC members, MPD, and Cadets.

(4) Support a Shred Day, evaluate, and continue annually if successful. Research and include a child safety seat check-up at the same time, if possible.

TIMELINE: June of each year. Set date for 2013 by 4/12.

A committee has been formed to add a "Safety Display" component to the annual shred Day event for 2013.

WHO PARTICIPATES: PSAC, MPD, Cadets, and selected partners.

(5) 9K for K9 Walk - A fund-raising event to help maintain K9 units at the Milwaukie Police Department in conjunction with community partnerships.

TIMELINE: July - coincides with Milwaukie Festival Daze

WHO PARTICIPATES: Sponsors and anyone who wants to walk (by registration for the event)

ACTIVITY C

(1) Recruit and support candidates for the Citizen Police Academy and provide help as needed for the 2011 Academy. (All participating cities will have attendees from their neighborhoods.) The intensive, several week courses gives citizens a solid overview of law enforcement and the criminal justice system.

TIMELINE: 2012 Academy will occur in September.

WHO PARTICIPATES: Entire committee will help recruit and support candidates. Members are encouraged to attend if they have not been before.

(2) Encourage participation in the Citizen Ride-Along Program after NDA elections each year.

(3) Safety Education Program: To be developed.

ACTIVITY D

(1) Keep as a monthly agenda item light rail safety and security. Aggressively continue to lobby city and Tri-Met staff to make sure this is a priority.

TIMELINE: ongoing

WHO PARTICIPATES: everyone

(2) Community Safety Appreciation Week

TIMELINE: Connect with North Clackamas Chamber of Commerce and Milwaukie City Council regarding which week is designated for the year, and their annual luncheon date. Determine what role PSAC should have during this week. (Not being held in 2012)

WHO PARTICIPATES: PSAC members - to be determined by activities selected.

(3) Milwaukie Police Department Bikes for Kids - 2011 project is being done through Lewelling NDA and Lewelling School. 2012 is to expand to all Milwaukie elementary schools. 2013 will include participation in this event.

TIMELINE: Plan to be developed with leadership from Chief Jordan.

WHO PARTICIPATES: 2012 partners to be announced

ACTIVITY E

Develop a plan as follow-up to the renewed contract for the Photo Radar Van. The plan should be presented to Council and should include:

(1) A proposal for a general traffic safety campaign in Milwaukie

(2) An awareness/education proposal directly related to the van and how it is used by the City of Milwaukie

(3) Recommendations for the use of any money received over and above the operating, management, and maintenance costs for the Photo Radar Van - amount determined by the Chief and city staff - to support #1 and #2 above

(4) Recommendations for gathering citizen input into the regular reviews of the use of the Photo Radar Van and evaluation of the strategies used in #1 and #2 above

TIMELINE: Plan to be finalized by PSAC as soon as video is completed by Milwaukie High School Video Department.

WHO PARTICIPATES: PSAC and Council, with assistance from staff

NOTES:

(1) PSAC has decided to use a 2-year plan, reviewed and updated annually, and a master calendar will be developed and included in our Operating Manual to help PSAC make the best use of time and resources.

(2) CERT: "The Community Emergency Response Team (CERT) program helps train people to be better prepared to respond to emergency situations in their communities. When emergencies happen, CERT members can give critical support to first responders, provide immediate assistance to victims, and organize spontaneous volunteers at a disaster site. CERT members can also help with non-emergency projects that help improve the safety of the community.

"The CERT course is taught in the community by a trained team of first responders who have completed a CERT Train-the-Trainer course conducted by their state training office for emergency management, or FEMA's Emergency Management Institute (EMI), located in Emmitsburg, Maryland. CERT training includes disaster preparedness, disaster fire suppression, basic disaster medical operations, and light search and rescue operations."

FOR MORE INFORMATION: <http://www.citizencorps.gov/cert/>

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Don Wiley, PSAC Chair

Approved by PSAC members, February 23, 2012

Amended March 7, 2012



WS 3.

Agenda Item: Public and
Government Access Options
Meeting Date: Sept 18, 2012

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Public and Government Access Options

Prepared By: JoAnn Herrigel, Community Services Director

Dept. Head Approval: JoAnn Herrigel, Community Services Director

City Manager Approval:

Reviewed by City Manager:

ISSUE BEFORE THE COUNCIL

Council asked staff to report back to them at the September 18, 2012 work session regarding steps the City might take to ensure continued coverage of government access broadcasts and public access opportunities for citizens.

STAFF RECOMMENDATION

None. Staff to provide information and receive Council guidance.

KEY FACTS & INFORMATION SUMMARY

Willamette Falls Media Center, under the governance of the Clackamas Cable Access Board(CCAB) was slated to transition to a new entity, Friends of Willamette Falls media Center by July 1, 2012. This transition has been delayed and Council has expressed concerns about the ability of the new entity to provide uninterrupted Government and Public Access services to the City and its residents. Council asked staff to provide them with options for ensuring continued coverage of these services.

OTHER ALTERNATIVES CONSIDERED

NA

CITY COUNCIL GOALS

None.

ATTACHMENT LIST

Draft IGA with Friends of Willamette Falls Media Center

FISCAL NOTES

None at this time.



To: Mayor and City Council

Through: Bill Monahan, City Manager

From: JoAnn Herrigel, Community Services Director

Subject: Public and Government Access Services Options

Date: September 18, 2012

ACTION REQUESTED

Provide staff with input on options to pursue with respect to Public and Government Access services for the City and its residents.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

August 28, 2012 Council directed staff to review and report on options available to the City for Government and Public Access services

BACKGROUND

The City of Milwaukie has contracted with Willamette Falls Media Center (formerly called Willamette Falls TV) for the provision of Government and Public Access services under an agreement signed in 2004. Government access services include the filming, editing and scheduled broadcasting of City Council work sessions and regular sessions as well as Planning Commission meetings. Public access services include the provision of training and studio use for all Milwaukie residents interested in producing their own films for public broadcasting.

Willamette Falls Media Center, under the governance of the Clackamas Cable Access Board(CCAB) and formed by an intergovernmental agreement between West Linn and Oregon City was slated to formally dissolve as an entity as of June 30, 2012. In early June, 2012, the City received a request from the CCAB that the City sign an extension of our existing IGA through September 30, 2012. They noted that this would allow for the transition of the CCAB to the new entity, Friends of Willamette Falls Media Center (FO-WFMC), to be completed. The City Manager signed this extension for the City.

At Council's August 28, 2012 study session, Council Hedges reported on concerns he had about the board of FO-WFMC which had resulted in his recent resignation from the FO-WFMC Board of Directors. Council asked staff to report back to them at the September 18, 2012 work session regarding steps the City might take to ensure continued coverage of government access broadcasts and public access opportunities for citizens.

On August 30th, the City received a draft of a proposed intergovernmental agreement from FO-WFMC (see attached). This agreement proposes to continue current public and government access services for a one year period.

Staff has developed a summary of services currently provided by the Willamette Falls media Center under the CCAB and has begun to confer with similar service providers in the area in order to report to Council on discussion outcomes on September 18. Council suggested that staff include the Sabin-Schellenberg Center, Clackamas County, Mt. Hood Cable Regulatory Commission and local film and broadcast professionals in discussions of potential service provision.

FISCAL IMPACT

None.

WORK LOAD IMPACTS

The Community Services Director will spend approximately 20 hours researching options for Council consideration.

ALTERNATIVES

None.

ATTACHMENTS

1.DRAFT IGA WITH FO-WFMC

**AGREEMENT BETWEEN
CITY OF MILWAUKIE
AND
WILLAMETTE FALLS MEDIA CENTER**

Purpose

- A. This Agreement is made and entered into this day of October 1, 2012 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, (CITY), and Friends of Willamette Falls Media Center /dba Willamette Falls Media Center (WFMC), (CONTRACTOR) an Oregon Non-Profit entity.
- B. This Agreement provides the basis for citizen residing anywhere in Milwaukie to use the facilities of WFMC for the purpose of production and cablecasting of Public, Educational and Government non-commercial programs. It also provides for reimbursement by the City to WFMC of WFMC's capital cost for construction of cable access facilities, to assist WFMC with the production and cablecasting of public, education and governmental access television channels(s).

AGREEMENT

CITY and CONTRACTOR agree as follows:

I. SERVICES TO BE PROVIDED

CONTRACTOR agrees to perform the work listed in the Scope of Work attached as EXHIBIT "A" and incorporated by this reference.

II. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of October 1, 2012, and shall expire, unless otherwise terminated or extended, on June 30, 2013. All work under this Agreement shall be completed prior to the expiration of this Agreement.

III. COMPENSATION

CITY agrees to pay CONTRACTOR up to \$44,000 (prorated for FY 2012/13) annually for performance of the Public Access services described in Exhibit A (Part I), Government Access services described in Exhibit A (Part II) and the Outreach Plan, (Part III). Additional services will be based on WFMC's Rate Card Exhibit B. Payments by CITY to CONTRACTOR shall be pursuant to the following terms:

- A. Payment will be made in installments based on CONTRACTOR's invoice, subject to the acceptance of the CITY Manager.

- B. Payment by CITY shall release CITY from any further obligation for payment to CONTRACTOR. The services are services performed or expenses incurred as of the date of the statement of services. Payment shall not be considered acceptance or approval of any work or waiver of any defects.

IV. OWNERSHIP OF WORK PRODUCT AND CABLE EQUIPMENT

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

The CITY is the sole owner of the cable equipment including all equipment in the AV/Cable room at City Hall and Council Chambers. The CITY retains the right to add, upgrade, or eliminate equipment as necessary.

V. ASSIGNMENT/DELEGATION

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

VI. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

CONTRACTOR certifies that:

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

declared in writing. If this payment is to be charged against Federal funds, CONTRACTOR certifies that he is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided. CONTRACTOR and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

C. CONTRACTOR certifies that it currently has a CITY of Milwaukie Business License or will obtain one prior to delivering any services under this Agreement.

VII. INDEMNIFICATION

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

CONTRACTOR agrees to indemnify and defend CITY of Milwaukie, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the CITY and its employees. Such indemnification shall also cover claims brought against the CITY of Milwaukie under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. It is understood by CONTRACTOR that in the event CONTRACTOR through their action or inaction injures, damages or otherwise diminishes the value of property owned by the CITY (beyond that incident to normal wear and tear), CONTRACTOR agrees to pay CITY upon written demand by the CITY, the amount necessary to restore, repair or replace said property. CONTRACTOR further agrees that in the event CITY has monies owing to CONTRACTOR on this project or otherwise, CONTRACTOR agrees CITY may retain any amount CITY reasonably deems necessary to cover any costs associated with the damage, injury or diminished value until CONTRACTOR either pays the CITY or other arrangements satisfactory to the CITY are made. In the event said arrangements cannot be made within thirty (30) days of the CITY's written notice, the CITY may set-off any or the entire disputed amount from any amounts owed.

VIII. INSURANCE

a. Commercial General Liability Insurance

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

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

b. Workers' Compensation Insurance

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

c. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the CONTRACTOR shall furnish a Certificate of Insurance to the CITY. No contract shall be affected until the required certificates have been received and approved by the CITY.

Proof of insurance shall be provided before work commences to:

City of Milwaukie
 ATTN: City Recorder
 10722 SE Main St.
 Milwaukie, OR 97222

The procuring of insurance shall not be construed to limit CONTRACTOR's liability under this contract. Notwithstanding any insurance obtained by CONTRACTOR, CONTRACTOR shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

X. METHOD OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY:

 City of Milwaukie
 ATTN: Accounts Payable
 10722 SE Main St.
 Milwaukie, OR 97222

CONTRACTOR:

 Willamette Falls Media Center
 1101 Jackson Street
 Oregon City, OR 97045

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

XI. MERGER

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

XII. TERMINATION WITHOUT CAUSE

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

XIV. ACCESS TO RECORDS

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

XV. FORCE MAJEURE

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

XVI. NON-WAIVER

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

XVII. NON-DISCRIMINATION

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

XVIII. EXTRA (CHANGED) WORK

Only the CITY Manager or designated Supervisor of project may authorize extra (and/or changed) work. Failure of CONTRACTOR to secure authorization for extra work shall constitute a waiver of and all right to adjustment in the contract price or contract time due to such unauthorized extra work and CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

XIX. ERRORS

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

XX. WARRANTIES

All work shall be guaranteed by CONTRACTOR for a period of one year after the date of final acceptance of the work by the owner. CONTRACTOR warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in this contract. Neither acceptance of the work nor payment therefore shall relieve CONTRACTOR from liability under warranties contained in or implied by this contract.

XXI. ATTORNEY'S FEES

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

XXII. APPLICABLE LAW

CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including those set forth in ORS 279.310 to 279.320. All provisions required to be in a contract of this type by ORS Chapter 279 and PCR 13.030 are incorporated by this reference.

XXIII. CONFLICT BETWEEN TERMS

It is expressly agreed that should there be any conflict between the terms of this instrument and the proposal, this instrument shall control and nothing in this contract shall be considered as an acceptance of the terms of the proposal conflicting with this contract.

XXIV. AUDIT/REVIEW

CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit CITY of Milwaukie, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds. Any independent audit report of CONTRACTOR's activities or finances prepared for CONTRACTOR shall be submitted to the CITY of Milwaukie's Finance Director.

XXV. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

XXVI. COMPLETE AGREEMENT

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

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

CITY:

City of Milwaukie

CONTRACTOR:

Willamette Falls Media Center

Signature

Signature

Date

Date

EXHIBIT A

Part I. Public Access

Under this Agreement the responsibilities of CONTRACTOR will be as follows:

1. Residents of CITY will be allowed full access to the WFMC studio, currently located at 1101 Jackson Street in Oregon City, to produce and edit TV programs for showing on the public access channels, subject to the Operating Rules and Procedures of WFMC governing board.
2. Resident of CITY will be allowed to cablecast programs on public access channels, using WFMC's facilities, subject to the usual operation rules of WFMC.
3. WFMC will run reader board notices submitted by residents of CITY on its regular reader board computer.
4. WFMC will maintain discrete accounting record of all expenditures for which reimbursement from capital funds is sought under this Agreement. WFMC shall use and maintain accounting policies, practices, and procedures which are consistent with generally accepted accounting principles, and in accordance with applicable regulations. On request, WFMC will permit the CITY to inspect its facilities.
5. WFMC warrants that the capital funds will not be used to retire any debt or reimburse any person, entity, or municipality for expenditures not related to capital costs.
6. WFMC will submit requests for capital funds to CITY, including receipts showing items purchased and prices paid by WFMC.
7. CITY residents will have full access to all education and training for media production classes as outlined in facility operation rules.
8. Facility accessible to Milwaukie residents by:
 - Scheduling, monitoring and maintaining editing and production facilities and studio.
 - Monitoring equipment and performing maintenance as needed.
 - Managing and coordinating cablecast of programming on the Public Access channel, according to an established cablecast schedule.

Part II. Government Access

Under this Agreement the responsibilities of CONTRACTOR will be as follows:

- Contracted annual rate includes a videographer to operate the on-site audio/video equipment for two work sessions and two city council meetings, which are scheduled the same day back to back. In addition, two planning commission meetings each month.
- Produce copies audio/video media of meetings as needed.

- Maintain public messages on a video bulletin board.
- Ensure high quality audio and video output of each meeting broadcast on the government channel.
- Coordinate, develop, maintain and manage the programming and playback of an established schedule for all programs and meetings.
- Work with CITY staff and the CITY's cable provider, to enhance the audio and video quality of all cablecasts by coordinating selection and purchase of appropriate equipment.
- Monitoring equipment and performing basic maintenance as needed.
- Transporting media to off-site broadcast feed locations, as necessary.
- Be on call (by phone) to trouble shoot playback errors within one hour of when they are identified.
- Provide ON-Call productions services at WFMC's Rate Card charges Exhibit B.

Part III. Outreach Plan

Responsibilities of the CONTRACTOR will include:

- A) Identifying methods for increasing studio user base by researching other public access programs in the Portland area.
- B) Promoting community dialogue via cable television by:
 - Producing and implementing an effective promotion plan for access services
 - Creating and implementing outreach activities, special events and advertising and contractual partnerships with other community non-profit or public organizations.
- C) Educating community members in the production of non-commercial television programs by:
 - Creating and providing training curriculum for various levels of video proficiency.
 - Establishing a regular training program for studio users.
 - Promoting the importance of production quality in public access programming and enforcing production standards.
- E) Providing equitable channel availability to all segments of the community by:
 - Promoting and supporting use of the studio and production equipment by community and institutional users, including the Fire District and the North Clackamas School District.
- F) Developing and implementing revenue-generating activities such as facility and equipment rental, tape and commodity sales, development of public sponsorships and other activities as approved by the CITY.



Agenda Item: WS 5
Meeting Date: 9-18-12

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Harrison Street bike lanes

Prepared By: Grady Wheeler, Public Affairs Coordinator
Dept. Head Approval: NA
City Manager Approval: Bill Monahan, City Manager
Reviewed by City Manager:

ISSUES BEFORE THE COUNCIL

Review the outreach strategy for planned bike lanes on Harrison Street between 32nd and 42nd Avenues.

STAFF RECOMMENDATION

Approve the proposed outreach strategy seeking input on the implementation of the Transportation System Plan (TSP) recommendation of installing bike lanes on Harrison Street.

KEY FACTS & INFORMATION SUMMARY

This stretch of Harrison was recently reconstructed and painted with a center-line stripe. The TSP calls for adding bike lanes to this segment. Doing so would eliminate on-street parking. Staff proposes meeting with the Hector Campbell NDA and sending information to the addresses in this project area to explain the project and collect feedback before a decision is made to stripe for bike lanes.

OTHER ALTERNATIVES CONSIDERED

Deferring this project to some point in the future.

CITY COUNCIL GOALS

9. Allocate resources within the Capital Improvement Plan to
 - Improve livability in the neighborhoods

ATTACHMENT LIST

DRAFT of proposed mailer
Map of TSP recommended projects

FISCAL NOTES

This year's SSMP projects finished below budget. Adding bike lanes and the related signage on Harrison will cost approximately \$3,600, still within the project budget.



To: Mayor and City Council

Through: Bill Monahan, City Manager

From: Grady Wheeler, Public Affairs Coordinator

Subject: Bike lanes on Harrison Street

Date: Sept. 12, 2012

Action Requested

Approve the proposed outreach strategy seeking input on the implementation of the Transportation System Plan (TSP) recommendation of installing bike lanes on Harrison Street between 32nd and 42nd Avenues.

Background

There are two east/west roadways that include bike lanes in the City: King Road and Lake Road. However, neither of these facilities reach the downtown area and/or connect with other facilities that allow for travel to other destinations. For this reason the TSP that was adopted in 2007 recommends adding bike lanes on Harrison Street between 32nd and 42nd Avenues to connect with the bike lanes of King Road and creating a bike boulevard with bike lanes on Monroe Street.

As part of this year's Street Surface Maintenance Project, this section of Harrison was recently reconstructed and Monroe was reconstructed between Railroad and Linwood Avenues. The called for bike lanes could be installed on Harrison Street at this time, but doing so would eliminate on-street parking in both directions on these blocks. The Monroe project has already been striped with bike facilities as no parking was impacted.

Staff is proposing sending a mailer to the addresses in the Harrison Street area invite residents to attend a future Hector Campbell Neighborhood Association meeting where staff will describe the TSP recommendation, what the parking effects would be, and to elicit feedback before moving forward.

Concurrence

The Engineering and Planning Departments recommend moving forward with the outreach for this proposed project.

Fiscal Impact

This year's SSMP projects finished below budget. Adding bike lanes and the related signage on Harrison will cost approximately \$3,600, still within the project budget.

Work Load Impacts

Staff time to send out the mailer, attend a future Hector Campbell NDA, and to respond to inquiries and collect input.

Alternatives

Deferring this project and outreach to some point in the future.

Attachments

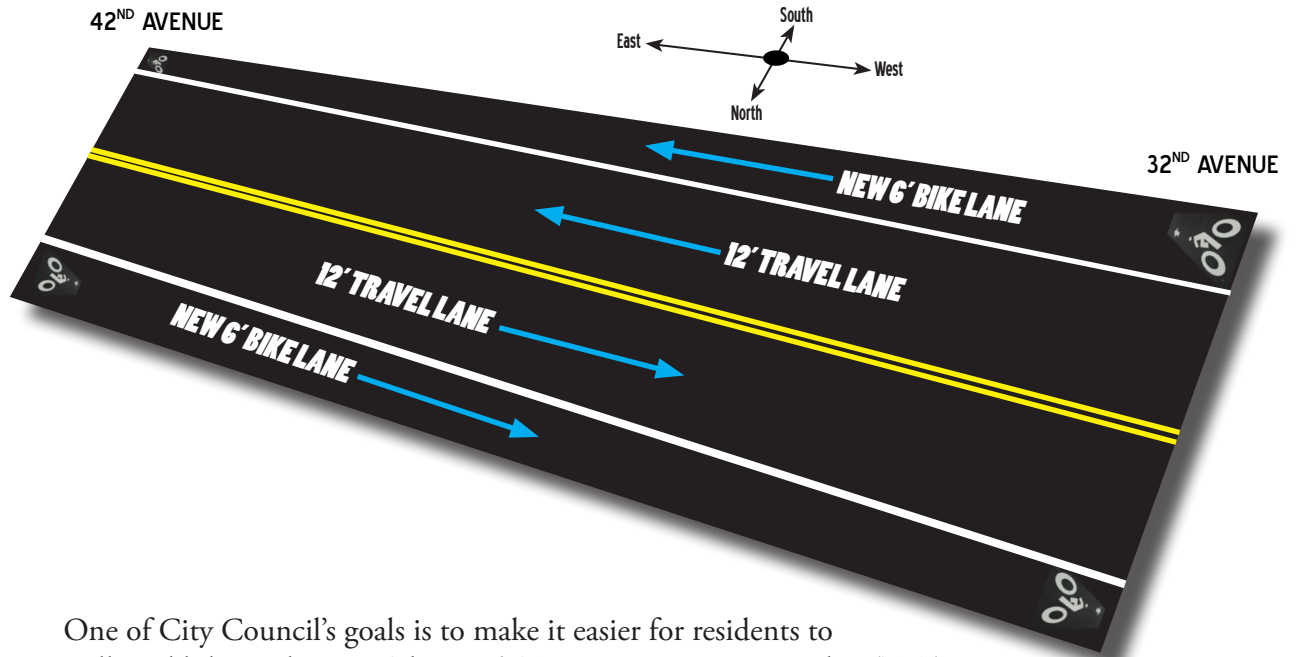
1. DRAFT of proposed mailer
2. Map of TSP recommended projects



Milwaukie Street Surface Maintenance Program Harrison Street Bike Lanes

ENGINEERING DEPARTMENT - PROJECT MANAGER JASON RICE - 503-786-7605

Attachment 1



One of City Council's goals is to make it easier for residents to walk and bike in the City. The City's Transportation System Plan (TSP) documents this policy and identifies projects to achieve this goal.

Because Harrison Street is one of the City's primary east-west routes, the City has planned for bike lanes between 42nd and 32nd Avenues. Now that Harrison Street has been reconstructed and will soon be restriped, the City is considering implementing these bike lanes.

ON-STREET PARKING IMPACT

However, the street profile is not wide enough to fit two bike lanes, two travel lanes, and parking on both sides of the road. Adding bike lanes would eliminate on-street parking in this portion of Harrison Street.

HOW WOULD THIS AFFECT YOU?

The City wants to know what kind of impact this would have on your home or business. Please contact City staff and let them know:

- Do you park on Harrison Street?
- Do you have other options for parking if parking were eliminated?
- Are you in favor of adding bike lanes at this time, or at some point in the future?

TIME FRAME

The permanent center-line was striped on Sept. 10th. Depending on the feedback from residents and business owners in this area, bike lanes may be striped shortly thereafter. Please contact one of the staff persons listed here by Oct. 3rd and share your thoughts so the City can determine if bike lanes should be striped at this time. If the on-street parking impacts are significant, the City will postpone the implementation of bike lanes until more outreach and information sharing can take place.

If you would like to discuss the project further, please contact City of Milwaukie Civil Engineer Jason Rice.

CONTACT INFORMATION

Jason Rice, Civil Engineer
P) 503-786-7605
E) ricej@ci.milwaukie.or.us

Grady Wheeler, Public Affairs
P) 503-786-7503
E) wheelerg@ci.milwaukie.or.us

CITY OF MILWAUKIE
Transportation System Plan
FIGURE 6-2
BICYCLE MASTER PLAN
 December 2007

LEGEND

Existing Bicycle Facilities	Proposed Improvements
Shared Facility	Bicycle Intersection Safety Improvement
Bicycle Lane	Bicycle Corridor Enhancement
Springwater Trail	Bike Boulevard
Kellogg Creek Trail	Bicycle Lanes
Schools	Trolley Trail
Major Roads	County Line
Streets	Parks
Railroad	Water
10' Contours	City Limits

PROPOSED PROJECTS

Improve Intersection to Increase Bicycle Safety

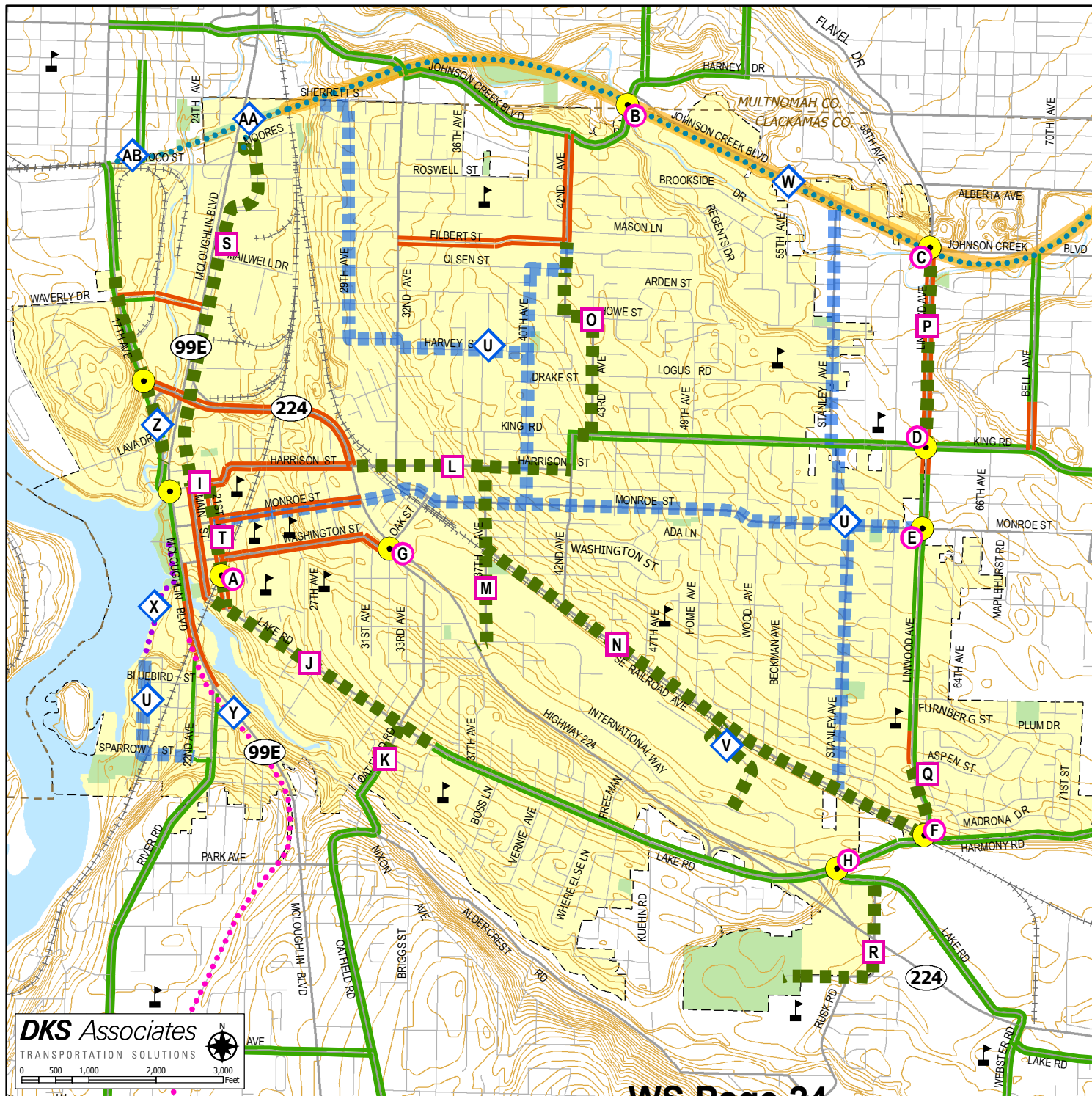
- A** Adams St/21st Ave/Railroad Crossing
- B** Johnson Creek Blvd/Springwater Trail
- C** Johnson Creek Blvd/Linwood Ave
- D** Linwood Ave/King Rd
- E** Linwood Ave/Monroe St
- F** Linwood Ave/Harmony Rd
- G** Washington St/Oak St/HWY 224
- H** International Way/Lake Rd

Provide Bicycle Lanes Where not Currently Present

- I** Harrison St from HWY 99E to 21st Ave
- J** Lake Rd from Main St to Guilford Dr
- K** Oatfield Rd from Guilford Ct to Lake Rd
- L** Harrison St from HWY 224 to 42nd Ave
- M** 37th Ave from Harrison St to HWY 224
- N** Railroad Ave from 37th Ave to Linwood Ave
- O** 43rd Ave from King Rd to Filbert St
- P** Linwood Ave from Queen Rd to Johnson Creek Blvd
- Q** Linwood Ave from approximately Juniper St to Harmony Rd
- R** Rusk Rd from Lake Rd to North Clackamas Park
- S** Main St from Harrison St to Moores St
- T** 21st Ave from Harrison St to Lake Rd

Enhance Existing Bicycle Connection

- U** Install Bike Boulevard treatments at various locations
- V** Construct bicycle overpass from Railroad Ave to International Way
- W** Improve Springwater Trail paving
- X** Improve Kellogg Creek Trail
- Y** Install Trolley Trail signage
- Z** Fill in gaps in existing bike network with bike lanes or multiuse path.
- AA** Improve intersection safety on 17th Ave at HWY 224 and at 99E.
- AB** Improve ramp at Springwater Trail/HWY 99E
- AB** Complete Springwater Trail along Ochoco St



DKS Associates
 TRANSPORTATION SOLUTIONS

0 500 1,000 2,000 3,000 Feet