

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
AUGUST 7, 2007**

CALL TO ORDER

Mayor Bernard called the 2011th meeting of the Milwaukie City Council to order at 7:00 p.m. in the City Hall Council Chambers.

Present: Council President Stone and Councilors Deborah Barnes, Carlotta Collette, and Joe Loomis

Staff present: City Manager Mike Swanson, City Attorney Tim Ramis, Community Development & Public Works Director Kenny Asher, Operations Director Paul Shirey, Engineering Director Gary Parkin, Planning Director Katie Mangle

PLEDGE OF ALLEGIANCE**PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS**

Mayor Bernard read a proclamation recognizing the week of September 17 through 23 as *Constitution Week*.

CONSENT AGENDA

- A. **City Council Minutes of July 3, 2007 Regular Session;**
- B. **Resolution 44-2007: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Rebecca Ives to the Milwaukie Design and Landmarks Committee;**
- C. **Resolution 45-2007: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the City Manager Project Purchasing Authority for Electronic Ticketing Equipment;**
- D. **Resolution 46-2007: A Resolution of the City Council of the City of Milwaukie, Oregon, approving the Award of the Contract for Towing Services to Olson Brothers Services, Inc.;**
- E. **Resolution 47-2007: A Resolution of the City Council of the City of Milwaukie, Oregon, Approving the Award of Contract for Insurance Agent of Record for the City of Milwaukie;**
- F. **Resolution 48-2007: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the Mayor to Sign and Renew the Intergovernmental Agreement with Clackamas County for a Grant to Maintain the Juvenile Diversion Program;**
- G. **Resolution 49-2007: A Resolution of the City Council of the City of Milwaukie, Oregon, Approving the Award of Contract for the Construction of 37th Ave. Waterline Replacement (King Road to Harvey St.);**
- H. **Resolution 50-2007: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the City Manager to sign Two Intergovernmental Agreements with Metro for Local Share Component of the Natural Areas,**

Parks, and Streams Bond Measure and land Acquisition and Due Diligence Services; and

I. OLCC Application for Hartwell's, 10608 SE Main Street, New Outlet.

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

AUDIENCE PARTICIPATION

• **David Helms, Milwaukie**

Mr. Helms read a letter he wrote dated August 7, 2007 to the Mayor and Council into the record regarding the Memorandum of Understanding (MOU) for the Texaco Site Development. "I am suggesting a statement should be added to the MOU that stipulates at the end of the construction a period of one week should be designed as an exterior inspection period for the general public to inspect the quality of workmanship and materials. A site for written comments would be at the Library or left at City Hall. No design changes would be considered. The comments would be passed on to the developer for corrective action if deemed necessary. Any comments should be made public at the next regular City Council session. Due to the worsening of the real estate situation, Main Street Properties should have to put up a bond to ensure completion of the project. The City should also be given the right of first refusal to buy back the site if things don't work out as planned due to future economic conditions.

• **Loretta Sharpe, Milwaukie**

Ms. Sharpe commented on the fact that the Farmers' Market would be removed and that the parking situation would be worsened by the light rail. It did not seem it would help that situation since she read the thing in the little Milwaukie paper about the problems with the parking. She did not see why the City wanted to take away a beautiful parking lot that had a lot of community development with people coming to the Sunday Market.

PUBLIC HEARING

None scheduled.

OTHER BUSINESS

A. Proposed Ordinance Repealing Milwaukie Municipal Code Chapter 15.12 and Proposed Resolution Approving the Fire Code as Adopted by the Clackamas County Fire District No. 1 Board of Directors – Ordinance and Resolution

Mr. Swanson reported there were two actions proposed in this item that he would address individually. The first was a proposed ordinance repealing Milwaukie Municipal Code Chapter 15.12 – Fire Code. The second was adoption of a resolution approving the Fire Code as adopted by the Clackamas County Fire District No. 1 Board of Directors. Chapter 15.12 was a section of the code that set out the process by which the Fire Code was adopted and provided the Council may do so by resolution. ORS 478.924 provided that the provisions of the Fire Prevention Code adopted by a district shall not apply within any city or county within a district unless the governing body of the city or county approved the Fire Code by resolution. The Municipal Code merely repeated state law. That section also contained a number of provisions regarding fees and standards that are included in the Fire Code that the District would ask the City to adopt. The section of the Municipal Code needed to be repealed first, and then state

law would allow the Council to adopt the Fire Code by resolution. This was all necessitated by the City's annexation to the Fire District in 2005.

It was moved by Councilor Barnes and seconded by Councilor Loomis for the first and second readings by title only and adoption of the ordinance repealing Milwaukie Municipal Code Chapter 15.12 – Fire Code and declaring an emergency. Motion passed unanimously. [5:0]

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

The City Recorder polled the Council: Councilors Loomis, Barnes, Collette, and Stone and Mayor Bernard voting 'aye.' Motion passed unanimously.

ORDINANCE NO. 1973:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, REPEALING MILWAUKIE MUNICIPAL CODE CHAPTER 15.12 – FIRE CODE, AND DECLARING AN EMERGENCY

It was moved by Councilor Stone and seconded by Councilor Collette to adopt the resolution that adopted the Fire Code as adopted by the District Board of Directors. Motion passed unanimously. [5:0]

RESOLUTION NO. 51-2007:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE FIRE CODE OF CLACKAMAS COUNTY NO. 1 ADOPTED BY THE CLACKAMAS COUNTY FIRE DISTRICT NO. 1 BOARD OF DIRECTORS ON MAY 21, 2007 PURSUANT TO ITS ORDINANCE NO. 07-02.

B. Light Rail Main Street Option Discussion

Mayor Bernard said there was an issue raised at the last Council meeting namely about the possibility of the Mayor or Council might have a conflict of interest. He had asked Mr. Swanson to look into this matter and asked for his comments.

Mr. Swanson reviewed the history on this issue. State law recognized two types of conflicts. One was an actual conflict of interest which was defined in statutes as any action, decision, or recommendation by a person acting in a capacity as a public official the effect of which would be to the private pecuniary benefit or detriment of the person or person's relative or any business with which the person or person's relative was associated. A potential conflict of interest as opposed to an actual conflict of interest – there was really one big change. A potential conflict of interest could be to the private pecuniary benefit or detriment. An actual conflict used the word "would" while a potential conflict used the word "could." In other words it was not a certainty. What happened if an elected public official believed he/she had potential conflict of interest. The statute further provided that when met with a potential conflict of interest the public official must announce publicly the nature of the potential conflict prior to taking any action thereon in the capacity of a public official. In other words, they do go on to act but announce the potential conflict. The statute went on to say as Mr. Monahan stated that neither the declaration of a potential conflict or actual conflict required any public official to announce the conflict of interest more than once on the occasion which the matter out of which the conflict arose was discussed. In other words, once it was announced in relation to the issue before the governing body, that was the last time it had to be – which did not mean it could not be time and time again – but legally that was the last it had to be. On May 18, 2004, when the City was looking at a proposed recommendation regarding a transit center siting, light rail alignment, and station siting, the Mayor at that point announced that he had a potential conflict in that he was a

downtown property owner. He described the block of land located at 21st and Washington, Main and Washington, and Adams and 21st. The transit center location being considered was not on his property but was near his property and there could be a potential benefit. It may offer some potential benefit in the future should light rail come by his property. He announced at the time according to the current plan light rail would be on the other side of the tracks from his property. There was a potential that would be far into the future and would be more likely be in increasing the potential value in the future. Technically Mr. Swanson wanted to mention that issue was brought up in the context of light rail. The Mayor did announce it on May 18, 2004, as part of a hearing on transit center and light rail alignment. It had been anticipated. He believed there might be one other potential conflict Councilor Collette wished to announce. The one the Mayor had was announced in May 2004.

Councilor Collette declared a slender potential. He husband worked for the consulting firm that was one of the subcontractors that will be performing the SDEIS. Her husband did not work on the project and did not work on projects in Oregon. He worked in Colorado, Utah, New Mexico, and Alaska these days. Nothing she said or did would have anything to do with him or the work that he did. She thought it was a potential but slender and very unlikely it would have any impact.

Councilor Stone asked if a potential or an actual conflict of interest was more in terms of what one would gain or lose. Was it more of a personal nature?

Councilor Collette understood it had to do with family and relatives also.

Mr. Swanson replied the statute said potential conflict of interest meant any action or recommendation by a person acting in the capacity as a public official the effect of which could be to the private pecuniary benefit or detriment of the person or person's relative or a business with which the person or person's relative was associated. That was pretty broad language. His advice to Councilor Collette was to go ahead and announce it. It was broad when talking about a person or person's relative and a business with which they might be associated. It was safer to announce it.

Councilor Stone said that brought another question to her mind. When you announce a potential or actual conflict of interest was there another step in terms of actually voting or did the person have to recuse himself/herself?

Mr. Swanson replied the statute spoke to that. It read an elected public official other than a member of the legislative assembly or an appointed public official serving on a board or commission shall when met with a potential conflict of interest announce publicly the nature of the potential conflict prior to taking any action thereon in the capacity of a public official. One must announce a potential conflict. When met with an actual conflict of interest announce publicly the nature, refrain from participating in any discussion or debate, and if the vote were necessary to meet a requirement of a minimum number of votes that member was still even with an actual conflict eligible to vote but not participate in any discussion. Potential was probably where we were right now. The difference between "could" and "would." In this case potential was merely something announced prior to taking an action.

Councilor Stone said this was very confusing and had one last question. At the beginning of Planning Commission testimony over this issue one of our Planning Commission members recused himself, and he was asked or encouraged to do that by staff. He did not have a potential or actual conflict of interest.

Mr. Swanson recalled, though he would have to look at the Planning Commission minutes, he did not know if that recusal was so much based on a conflict of interest as already having taken a position before anything had been heard. He did not think it was in terms of a private pecuniary benefit or detriment but rather based on perhaps already

having arrived at a decision or position. He did not believe it was in the statutory meaning of the definition.

Councilor Stone understood then it was done more so in the scope of a moral judgment on his part.

Mr. Swanson said that was his sense. He would have to read the minutes of the Planning Commission meeting to confirm that.

Mayor Bernard believed it was a decision made by the Planning Commission member, and the staff had suggested it but did not request it.

Mr. Swanson introduced the staff report. The actual report would be delivered by Mr. Asher. They had followed and been intimately involved with this particular process through the Planning Commission and two public meetings at which design options were developed. When staff first met one or two weeks ago to talk about a recommendation the intention was to take the various positions he thought might have been arrived at because this was not a staff that was afraid to disagree with each other. He was surprised to find out that everyone was indeed on the same page. What was before the City Council was a unanimous recommendation from staff that had been intimately involved in the project. Mr. Asher had participated at Metro and TriMet and others had participated in the public information process. This was a unanimous recommendation.

Mr. Asher explained there was no set staff recommendation or suggestion that any Planning Commissioners recuse themselves in June. Staff could pull out the record. The Planning Commission set some ground rules for itself one of which was can we remain open minded about the two questions the Mayor put before the Commission. Each got to determine whether or not they met that open-minded test. Staff did ask through the City Attorney about the plans going into it in order to prepare. There was more information if the Council wanted it. There were documents pertinent to tonight's discussion for anyone who wanted to do more reading. One was the staff report which he would summarize and was available on the City's website. The other document was the Metro report summarizing the review and analysis, including public input, for the Main Street option. That report would be on the Metro website.

This recommendation came from City Manager Mike Swanson, Planning Director Katie Mangle, Community Services Director JoAnn Herrigel, Engineering Director Gary Parkin, Resource and Economic Development Specialist Alex Campbell, and Operations Director Paul Shirey. The recommendation was arrived at through discussions with all of these departments, and there was agreement. The question before the Council was if the Mayor as the City's designated representative to the South Corridor Policy Steering Committee recommend a Main Street alignment be added to the SDEIS. This question had been circulating in the community for several weeks. Many people have formed opinions, and City staff now had an opinion. He pointed out it was only an opinion. Staff viewed the world differently from citizens, businesses, schools, and even Council. It tended to view reality through the lens of plans and policies and past practices and best practices. He offered it as a reminder that staff was just one more group that the Council needed to listen to before deliberating.

He reviewed the historical context. People were always arriving at these public discussions for the first time no matter how long they had been going on. Many discussions had already been held but for some he was sure this would come as news. Second a massive amount of work had been done on the question of downtown alternatives. He took the opportunity to thank Metro and TriMet staff and members of the Steering Committee to allow Milwaukie time to examine the options so thoroughly. On April 26 the SDEIS started up again to learn about and disclose environmental

impacts from an alignment that was already chosen for light rail. There was one called the locally preferred alternative (LPA). Metro, TriMet, and City staff went back out to the Milwaukie community to ask questions about if people remembered the study and if anything had changed in their lives to make the agencies think about some thing different. There were already some ideas about options to consider like running the alignment along the Tillamook Branch in the north industrial part of the City. In 2004 which was after the adoption of the LPA, Milwaukie, through a long process decided that was one option it liked. Also extending the line farther south. Subsequent to the decision about using the Tillamook Branch in the north industrial area and using Kellogg Lake for a transit center, the Kellogg Lake site was learned to be unavailable, and there was no terminus then for that alignment. It was determined it would be a good idea to find another park-and-ride site. Park Avenue came up, so that was an option.

There was a meeting on April 26 at the Portland Waldorf School (PWS) where project staff learned that PWS in particular was very concerned about using the Tillamook Branch right-of-way that ran right behind the School for the light rail alignment. PWS cited noise, visual disruptions, safety, and many other reasons. The meeting was lengthy and a lot of concerned questions and testimony were taken in. It was suggested that the project ought to study McLoughlin Boulevard and/or Main Street. Mayor Bernard took that feedback and went back to the Steering Committee and requested time to study McLoughlin Boulevard and/or Main Street. That request was granted. That set up a process whereby they heard from stakeholders who appeared they would be most impacted by using McLoughlin Boulevard and/or Main Street. Mayor Bernard asked for input by name: the Riverfront Board, north and industrial and downtown businesses, and the Planning Commission where everyone was able to express their views. The Riverfront Board met in June and voted 6:1 against McLoughlin Boulevard and/or Main Street. The businesses did not take a formal position at that time. There was a public forum where the Planning Commission listened to the community. They were asked two questions about McLoughlin Boulevard and/or Main Street. After several hours of testimony on two nights the Commission split rather perfectly on the question of consensus. One of the questions the Mayor asked of the community through the Planning Commission was did a large cross-section of the community support the inclusion of a McLoughlin Boulevard and/or Main Street alignment. Two said "yes"; two said "no"; and two said, "I give up." The other question was if the McLoughlin Boulevard and/or Main Street alignment have merit with regard to downtown's future economic development, urban design, and revitalization. Here even though it was rather tortuous they did get to some clarity. No one on the Commission liked McLoughlin Boulevard. All of the Commissioners, 5 out of 6 were intrigued with the Main Street option. The Planning Commissioners raised several good questions about Main Street, and the City had a 450-page record of this event. Commissioners asked if past studies had been done for Main Street – had a professional analysis been done? Everyone seemed to remember it had been talked about, looked at, and rejected but could not put their hands on that report. How would light rail interact with traffic on Main Street? Would it benefit downtown businesses on Main Street? Would it increase ridership? Would the concept hold up under more analysis? This last point was very important, and he would return to it. The Planning Commission Chair in particular indicated the Main Street option was worth studying in the SDEIS because its viability needed to be examined. There were several others who made the same point. It may be a good idea; therefore, let's study it. That question was important in helping staff formulate its recommendation.

On July 3, 2007, the City Council met and upholding the sentiments of the Planning Commission, Riverfront Board, and others voted "no" to McLoughlin Boulevard and said instead to focus on Main Street and 21st Avenue. On July 9 the Mayor duly took that direction back to the Steering Committee where he stated the City did not like

McLoughlin Boulevard as an option and that maybe there might be something to Main and 21st. He asked to have some time to continue along that path. The focus shifted to a Main Street possibility perhaps coupled with 21st Avenue. The Steering Committee again said, "sure, why not." Milwaukie was slowing things down but not so much the project would not be able to move forward on any of its fronts. Metro and TriMet responded to the Mayor's suggestion that there be two design workshops in July that would help understand what it would mean to have light rail on Main Street and also help the region understand if that was what Milwaukie wanted and what it was willing to trade off. It did not take a lot of study to understand that Main Street was an 80-foot right-of-way. Right now none of it was being used for light rail. If some of that 80-feet was used for light rail, then something would have to be given up. Those were not questions that any designers at TriMet or planners at Metro could figure out without community input. With great vigor and commitment Sean Batty, TriMet lead corridor designer, and Bridget Wiegart, Metro project manager, and their respective staff pulled together these two design workshops at Milwaukie High School. He invited Mr. Batty to discuss what was learned in the process of going through the design workshops when talking about light rail on Main Street.

Mr. Batty discussed what was learned in the two workshops and the two synthesized designs meant to capture the best good ideas added to what was learned technically about alignments from experience and applied to downtown Milwaukie. He would focus a bit on the inherent trade-offs in fitting a light rail project into an existing 80-foot right-of-way. They also looked at the suggestion of using two rights-of-way, Main Street and 21st Avenue which was a 60-foot public right-of-way. At the first workshop citizens were given scale drawings and maps, and they were encouraged to think about the right-of-way. The components of a project including track, stations, and park-and-rides with scale versions were provided so people could actually slide them around. People could talk about what was trying to be achieved in either of both of the rights-of-way. The other challenge was to remember the point of the exercise was to come up with an alignment that would be the most competitive with the previously selected LPA. Competitive in the sense of how it would stand up in the SDEIS analysis and federal funding process. It was an interesting dialogue and gave people a chance to roll up their sleeves and not only think about light rail but also their community and what it meant to preserve something while fitting in positive change including the 80-foot right-of-way. Each group did meet the assignment and produced a planned graphic with notes. There were examples of designs that used only Main Street both for north and southbound. There were some designs that used both Main Street and 21st Avenue in a couplet format. Summaries of the input gathered was compiled in a booklet. Staff took all the input and information and looked through the ideas and notes and used its judgment as light rail designers, planners, engineers, and urban designers and thought about the alignments. They found they really did express the two families of ideas – a couplet and a Main Street – and then tried to take all that input plus staff knowledge and experience and compress those into two designs that were called synthesized designs.

Mr. Batty referred to page 18 which summarized the second workshop that had a mix people who had and had not attended the first workshop. Staff presented the two synthesized designs and encouraged people to discuss them in a small group and discuss the notion of tradeoffs. He discussed aerial photographs looking down on Main Street. The first of the two options was a double track on Main Street meaning that there were two tracks side-by-side with one dedicated to moving trains north and the other to moving trains south. The plan view graphic was a scale drawing showing the aerial photo with the proposed project showed in colored lines and showing a series of sections as if one were standing on the street.

Mayor Bernard said the Council would consider whether or on the as the City representative to the South Corridor Policy Steering Committee should request another alternative downtown light rail alignment should be brought into the SDEIS. It was important to point out that the Councilors represent the City on various regional and local committee and that Councilors often act on the City's behalf. The reason Mayor Bernard was bring this particular issue to Council was because it was such an important one. The South Corridor Policy Steering Committee's next meeting is Monday, August 13, 2007 at 8 a.m. in the Council Chambers at Metro. His intention for this meeting was to spend two hours on public testimony, followed by a discussion by the Council. Those wishing to provide testimony were asked to fill out one of the cards provided in the hallway and then submit them to the Mayor or City Recorder. That would ensure correct spellings for the record and ensure everyone wishing to speak had the opportunity.

Mr. Batty continued his presentation. The booklet contained similar graphic and format showing the previous LPA so people could start to understand and compare them. This was the document produced to support the McLoughlin Boulevard actions. He showed a slide of the group work performed at the first workshop and how people grappled with the tradeoffs in introducing this facility into an 80-foot right-of-way or the 80-foot and 60-foot combined. There were statements before the entire group and then some small group discussion. There was a good blend of different kinds of discussion and dialogue to evaluate. The work was summarized in the booklet.

Mr. Batty reviewed the design proposals. He reviewed the graphics that focused on the heart of the downtown business district. The first was the Main Street double track that included a 275-space surface park-and-ride with an opportunity for retail.

Councilor Stone asked if the magenta was an elevated structure.

Mr. Batty replied this particular one started at the north. It indicated to construct light rail on Main Street with a minimum amount of the existing Hwy 224 structure. They were looking for an opportunity to find a space between existing columns and bridge abutment on the westbound ramp to McLoughlin Boulevard. There was not enough space available between the existing span and its abutment to the north for light rail and Main Street. They were showing reconstructing the entire span of Hwy 224 to make space and pushing part of the abutment – the dirt holding the span – to the east in order to make space for Main Street and light rail. The basic concept to this point was to open up and do this significant structural work to create a home for both Main Street and the light rail track. There was an existing slip ramp or place for cars to access Main Street from McLoughlin Boulevard which needed to be preserved although light rail was introduced into the mix. This was done with a series of gates and signals. Automobiles needed a place to stop if they were trying to get from McLoughlin Boulevard to Main Street. In order to do that, cars needed time to slow down and to stack up behind the gate and signal. That resulted in the idea of needing to create a slip lane where cars could slow down and stack up behind the gate or signal outside of the existing McLoughlin Boulevard lanes. Two businesses were close enough to McLoughlin Boulevard that it was assumed they would be displaced and purchased by the project to construct that feature. At that point the light rail would move into the center of Main Street in the 80-foot right-of-way allowing for traffic both northbound and southbound. He noted on the graphic where light rail moved from the west side into the median. This section showed a typical configuration as it moved down Main Street toward Harrison Street and the implications of running in the center within the 80-foot right-of-way with traffic flows north and southbound. Even parallel parking could be introduced on one side of the street but not both sides without acquiring more right-of-way. At the Harrison Street intersection it was likely when they did a traffic impact analysis they would also need to have a dedicated left turn lane to allow vehicles to come down Main Street

using the southbound lane to turn on Harrison and move onto McLoughlin Boulevard. That section actually showed two lanes in that position for traffic and showed it as an example of one of the tradeoffs to fit in 10-foot sidewalks in the immediate area. There would be no on-street parking for the length of that left turn. Those two sections described the typical conditions. There was more detail and nuance that could be addressed.

From Harrison south there was a previous suggestion and because there was no parking in front of City Hall there was an opportunity to do a station with minimum impact and a good notion for a position centrally located downtown. That section was shown with a center station with one lane of traffic southbound and likely difficult to fit parking in that block at all with a station. In order to fit this staff felt it was all right to just have one-way traffic southbound in order to fit this and still allow some opportunities for parking.

Mr. Batty showed a typical non-station section. It illustrated an eastside running light rail that allowed for a single through auto lane and some angle parking along the east side with 12-foot sidewalks. When traffic reached Washington Street the traffic analysis indicated both a right- and left-turn lane with some sidewalk width tradeoffs in that location. Taking a cue from the Downtown Public Area Plan and some dialogue, he suggested a closure of Main Street from this point to its interface with Lake Road and routing traffic back on to 21st Avenue. That would allow the creation of a transit plaza close to the 275-space park-and-ride and allowing the light rail to find its way under the Tillamook Branch alignment merging on the other side on a new structure that would allow for a grade separated crossing of McLoughlin Boulevard on this side. That was the general concept with a lot of detail behind it.

Councilor Barnes was concerned there were a lot of people wishing to testify and that perhaps Mr. Batty could provide a synopsis.

Mr. Batty agreed with the note there was a lot of information available. He showed a set of slides showing a double track on Main Street with traffic and other features on 21st Avenue. He showed the concept using the Main Street and 21st Avenue couplet. The idea of a couplet was to put less stuff in the right-of-way and leaving more for other features. This concept because of the constraints and what was trying to be achieved was nearly identical south of Harrison. The changes began at Harrison. Introducing the curves and some interesting ideas about transit-oriented development. It did limit the ability to a station near the curves, so they decided to show a single-station configuration. Single tracks ran on the east side of the street, and the west side respectively would turn back at this point. The parking structure was in the same position as the other option. There was a similar notion of having the least interface and reconstruction impacts of the Tillamook Branch freight rail. He showed several sections. On the City Hall block without the station there was some room to introduce parallel parking on that block. Some angle parking would be gained, but it was not creating enough space for double-loaded parking on both sides of the street. While there was more room available it was not quite enough to tip it to being another full lane or bay of parking on one side.

There was a higher level of tradeoffs for the couplet design on 60-foot right-of-way and positioning things to use the sidewalk. There was a single through lane and parallel parking in this configuration. There were three conditions that would be required. Two-way traffic needed to be preserved, so it was a tight squeeze for the first block. The station block relied on using a lot of the sidewalk but still allowed a single traffic lane northbound and some parallel parking on one side. One of the issues with the couplet or side running was the difficulty in preserving and reconfiguring parking and loading dock access. This was always a challenge in a CDB environment when trying to do

side running. Typically they would not allow private crossing of the tracks at a non-signalized location. Mr. Batty ended his presentation in deference to the Council's concerns with time and would be available to answer questions as needed.

Mr. Asher reported the workshops were well-attended and productive, and over 100 people attended over the two nights. They heard light rail could fit on Main Street with tradeoffs. The double track on Main was preferred over the couplet. Business impacts were deemed mostly negative. There were no businesses there who said they liked the idea by and large. Some participants felt that using a portion of McLoughlin Boulevard would have improved the options. Of course McLoughlin Boulevard had been ruled out by the time we got into this. Some participants felt that at least one downtown alternative should be studied in the SDEIS. One group said both of the alternatives should be, and another group said neither alternative was necessary to study in the SDEIS. What was the point of all that process? He was sure there were some people at this meeting who felt like this was a good process and the start of something exciting. The point of all of that was threefold. Time was needed to study the options, to gather public input, and to consider larger issues such as how it would be carried out and if it would help the project overall – considerations that were happening even tonight. Those were to could, should, and would questions. There would have been no way to answer those questions without the work that everyone put in during the past five weeks including citizens.

Mr. Asher reviewed the staff recommendation and how it was formulated. A lot of the discussion had focused on the fact that this was just a study. Why would something not be studied that people were interested in seeing studied? The question was how much time and study was required to answer those three questions. Could they be answered now? Can they be answered only after completing the SDEIS? This was back to the Planning Commission's point about using the SDEIS to assess the viability or desirability of the Main Street option. Staff was comfortable that those questions could be answered "no." Most of them or enough of them based on the analysis that was done, widespread expression of public opinion received in various ways, existing plans, policies and past actions, and interdepartmental discussion and debate. This option could be done. Metro and TriMet have said if Milwaukie wanted light rail on Main Street that it could be made to work. Should it be done? Staff would say "no." Would it help the overall project? Staff would say "no" and an explanation was in order. It was important to communicate what this process was not. It was not viewed as a side-choosing decision, i.e., school versus businesses. In fact the staff recommendation looked past every interest group and tried to do right by the most Milwaukie interests using the most measures with the most dispassion that could be applied. He read the staff recommendation into the record, "due to the incompatibility with the adopted *Milwaukie Downtown and Riverfront Land Use Framework Plan*, risk to other functional requirements of Main Street, and prior local support for, and technical affirmatives of a non-Main Street option, the City staff holds that there does not exist a framework for selecting Main Street as a future locally preferred alternative and that the option should therefore not be studied in the SDEIS." The only alternatives that the City should ask to be studied are those that the City believes could be faithfully upheld if selected as the final, fully-constructed project. That was really important to staff, and Council may end up feeling differently about that as plans can and do change. Staff cannot change the plans. Its job was to uphold and implement plans, and when asked about actions that were inconsistent, staff would always fall back to the framework that prior community processes had put in place. In looking at what the City had and where it would be with an LPA decision a year from now after the SDEIS and not feeling there was a framework to support it then, staff did not see the need nor the desire to study it now. There were three parts to that: incompatibility with the plan, risk to other requirements, and prior local support for and technical affirmation of a non-Main Street option.

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APPROVED MINUTES

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Mr. Asher revisited the Downtown Plan. There were many who knew more about the creation of the Downtown and Riverfront Framework Plan than he did. He did know more than 2,000 people participated in its creation, and the creation took almost two years. It forged a consensus in the community that had been recently racked with political upheaval and community discord. The Plan was built on three main concepts: (1) that it build on existing assets; (2) that it strengthen the downtown economy; and (3) that it feature the River and natural amenities that Milwaukie was lucky to have downtown. Staff believed that Main Street was the heart that beat at the core of the Plan. Main Street supported the Plan goals by acting as an urban design organizer, an economic driver, and a unifier. On all three of those concepts, Main Street had a really important role to play. The Plan featured dozens of land use suggestions which supported those concepts none of which as land use suggestions were absolutely essential to realizing what the Plan aspired to. It talked about a new transit center, grocery store, riverfront restaurant, hotel, marina, and using the Tillamook Branch as a rail trail. Those were all wonderful and good things to do, but they were not in the same classification as the core concepts he described.

Main Street was an urban design organizer. He described the elements on a Main Street in the future that one would expect to see in a small town or city because Milwaukie said it would like that about its Main Street. It was intended to be a friendly environment – business friendly, pedestrian friendly, and transit friendly meeting the basic needs of all those groups accounted for such as mixed use development that allowed people to live, work, and shop downtown and make short trips without cars and exercise. On-street parking would serve businesses and act as a buffer for pedestrians from traffic. Automobile circulation and lane widths that accommodated delivery trucks and buses. Transit service, typically buses, was very important so that young, elderly, and poor people can access services downtown along with sidewalk space for all those groups as the most important shared space. This Plan called for generous 13- to 15-foot sidewalks. The magic was in the formula which was to say it was in all of it. It was only realized when all the ingredients could come together. This was not an easy vision to realize at all because every part was important to the whole. The physical realm, the size of things, the availability, the development were all interdependent and carefully placed. This was the recipe the City had, and people liked it.

In addition, Main Street was supposed to be an economic driver of the City's economy. We did not want to lose sight of that. There was a mixture of uses so that it was not just housing and would not just become a bedroom community where people were sleeping here and going somewhere else to work and shop. Nor was it a convenience street for people who wanted to shop on their way home. It would need continuous retail on both sides of the street which most retailers would tell you requires convenient parking in front of the stores or at least the hope for parking. The ability for loading and unloading to occur along with access for businesses. Visibility was not just pedestrians walking by storefronts but also cars being able to drive along and see what is happening on Main Street and to check things out. The street needed successful businesses. Both existing businesses and start-up or expansions that have not come here yet. That raised another important point that Main Street was not yet a success retail street. It was just in the beginning of making the transition. The actions taken over the next several years would have an exaggerated effect on the Street's economy because of the herd mentality and the fact that success bred success. People would get more comfortable investing in the downtown. This was an important time in the history of Milwaukie's Main Street.

Last there was the issue of featuring the Riverfront and tying it all together. What did it mean for Main Street to be a unifier. Essentially, it meant that Riverfront Park, McLoughlin Boulevard, and Main Street which were the three big elements downtown

were envisioned as a unified whole which was to say a shared and interwoven experience with strong physical and visual connections. The job of Main Street with the Riverfront much as it was with McLoughlin Boulevard was to open up views and routes to the River. McLoughlin Boulevard recently achieved that, and the same principles would apply to Main Street. One would not want to do something to Main Street that would work against those goals. Toward the end of the Metro report there was a matrix that went through all the tradeoff issues between doing light rail on Main Street in the double track configuration versus the couplet as compared to the Tillamook Branch which was the one downtown alignment that would be studied in the SDEIS. Staff's assessment was that these considerations did not contribute to the aspirations of the Downtown Plan. Perhaps there was a way to do this, but this would radically change Main Street both in its look and feel and also in its use. The Downtown Plan would not have staff radically changing Main Street. It would have staff building upon what was already there.

The staff report addressed a Main Street alignment's posing risks to other requirements. One would not say those were impacts yet because not enough was known, but they were viewed as risks. Main Street was a street that was trying to move traffic in a congested part of town. There were not a lot of streets downtown. Main Street was a collector. The engineers would worry about changing traffic circulation patterns in a way that would lower levels of service at some sensitive intersections nearby. We know there are access and circulation issues on Main Street north of Hwy 224 even without light rail. If we use Main Street downtown for light rail it would be used north of Hwy 224 for light rail in order to make the connection. We need to think about Main Street in regard to infrastructure. The right-of-way under the street serviced as a principal trunkline for several of the large utility mains and particularly sanitary and storm sewers. All of those utilities would be relocated if we decided we wanted light rail on Main Street. Maintenance and repair would be more difficult if work needed to be done in a more constricted space and the utilities were all trying to share the same right-of-way. Right now there was plenty of room. Right now there was plenty of room, but in the light rail configuration there would be much less. There were costs associated.

Finally, staff would say there was prior local and technical support for a non-Main Street option. In 2003, the SDEIS was completed for this project which considered this segment and looked at all of the land uses in place and found no environmental impacts that could not be mitigated. There were people who would disagree with that based on their own standards of mitigation. From the federal perspective this was an alignment that could be done. There was technical work to back that up. The land uses have not changed in this section of the alignment since then including the schools. When this was studied the last time, it was studied for impacts to schools in those locations. Staff did not believe a contingency approach was necessary. Some had argued you might want to put this in the study in the event an impact was found that rendered this alignment unusable. Would you want to jeopardize the entire project because you did not have another alignment in place? Based on what was learned about this segment so far, staff saw no reason to do that. This Tillamook Branch alignment appeared to be perfectly usable, and that was not speculation. It was based on a lot of planning work and a recently completed SDEIS. Did it have local support? It was controversial for sure. Staff would point out that this first came up in 2000. It was conditionally supported in the Neighborhood 14-points memo in 2001. Some things had changed since then which were acknowledged. That was six years ago. Council adopted it as part of the LPA decision in 2003 and then later in 2004 during the Working Group process. It was not challenged in that discussion either. Over six years and one full DEIS study minimal community protests were heard. There was also the argument raised that Main Street would be better for redevelopment. As the community development voice in the City he would say there was such a thing as close enough

which might be better than too close. He thought that was what was going on with this discussion. A Main Street alignment was not required to serve downtown light rail users. The Tillamook Branch line would be close enough; those stations would be close enough. It was not required to stimulate transit-oriented development (TOD). In fact some of the larger possible TOD sites were adjoined to the Tillamook Branch and not Main Street. That was not to say there could not also be TOD on Main Street as well. You do not need a Main Street alignment to stimulate downtown development. In fact there was a letter from Main Street Partners that argues that a Main Street alignment would hurt present day redevelopment efforts for the reasons he just named.

Mr. Asher reviewed the conclusions. The merits of a Main Street alignment did not require an EIS as they could be judged today on many scales. The impacts of a Main Street alignment to the downtown environment have now been studied in enough detail to demonstrate incompatibility with Milwaukie's adopted vision for its downtown. He did not believe that could have been said a couple of months ago. The report was not available that said Main Street would not work, but he believed they had it now. The Tillamook Branch alignment had not been rejected by the Milwaukie public despite a recent outpouring of concern by some of the most impacted property owners. There were certainly people who rejected it in this community, but staff was not sure it was ready to say it was rejected by the board public. A Main St alignment was inconsistent with the Downtown Plan because it would fundamentally change the character of the street, raise questions about the street's economic vitality, and obstruct important connections between the downtown and the riverfront. In comparison to a Main Street option, the Tillamook Branch alignment would disrupt fewer auto, bus, and pedestrian circulation routes, will eliminate less parking, provide an easier connection to the south, and cost less to build. The downtown alternative will not add to consensus in the City around the project. That went back the question the Mayor asked. Staff did not see consensus forming around anything here. It was a hard decision to make, and there was no silver bullet. The Tillamook Branch alignment will do more for downtown's revitalization than a Main Street alignment. Limited resources available to the SDEIS would be best spent on addressing concerns voiced by those who would be most directly impacted by the Tillamook Branch alignment. Staff did not want to see this study diluted by an additional option unless it was one the Council was sure it might want to see go forward. Those resources were limited, and there was a lot of work to do just to study the options in the SDEIS. The only alternatives the City should ask for inclusion in the SDEIS were those the City believed could be faithfully upheld if selected as the final, fully constructed project. Finally, which he felt was the most important to the City Manager and staff, we should recognize Milwaukie will not be defined by the location of this project or any other project but rather by its success in holding difficult discussion while progressing toward community wide goals. Mr. Asher felt the City was in the process of doing that and hoped to continue it.

Mr. Swanson noted he had sign-up forms for six people who opposed adding the Main Street alignment but did not wish to speak and one person supporting the addition of the Main Street alignment who did not wish to speak.

Mayor Bernard continued to review the testimony process for those wishing to support the addition of the Main Street alignment option, those wishing to oppose the addition of the Main Street alignment, and those wishing to offer neutral comments. Individual presentations would be limited to two minutes. This ensured all persons wishing to testify either for, against, or neutral received the same allotment of time

Speaking In support of adding Main Street alignment to SDEIS

- **Marilyn Denham, Damascus**

Ms. Denham represented a property that would be highly impacted by the Tillamook Branch. However, she had been going to the meetings since she found out they were occurring to find out what else was possible. She registered a little protest that they had nearly 1-1/2 hour to put forth all their theories and so forth while others only had two minutes on an extremely important subject that was going to affect a lot of people. There were almost 300 people and many, many children in the property she was representing. They were right next to the Waldorf School. She had seen many children playing across the tracks. The tracks were going to be at street level where children will cross. It was only a matter of maybe 30-feet or less from the School and from the property she was discussing. In any case, she went to the meetings on the Main Street track and felt despite Mr. Asher's plan this was another time. Six years ago was a long time by today's standards any more. A lot had happened in America. Things had changed rapidly. That did not mean what might have occurred at that time was still current and should actually be put into action. She understood the position that Mr. Asher was taking and what had happened in the past. Now was now, and this was the present. She thought we had to make sure that our future was really the way we wanted it to look. Though he mentioned a lot of negatives to that particular plan, these were all negatives that had all been addressed in the past by TriMet and other rapid transit systems that had been overcome with great success. She felt it needed a chance to be looked at more thoroughly and certainly a few weeks was not enough.

- **Bert Hansen, Portland**

Mr. Hansen said it occurred to him that someone filled out a slip of paper that was the wrong color because both believed the Main Street alignment should be studied. He wanted to point out that he could not believe if they were talking about best practices that they would not consider an alignment that went down the middle of Milwaukie. He happened to live in North Portland right now closer to the Interstate Light Rail. Although he admitted he had a vested interest in this particular alignment because they had an offer accepted on a house in Clackamas County, so they were very interested in moving to this part of town. He knew on N. Interstate Avenue it made a dramatic impact on businesses. Some of the hotels have undergone incredible revitalization. It had also drawn in larger businesses such as Adidas. Kaiser has expanded greatly right on Interstate Avenue. He knew it came up that there was close and close enough, but he did not think coming down Main Street was too close. He thought the impact to the North Industrial area was very important. If the Tillamook spur were used, then the train would be a little too far east for those businesses to benefit as opposed to if it went down the middle of the industrial area. If it was on the Tillamook spur, the industrial area on the west side of McLoughlin Boulevard would be too far from the stops in order for those businesses to prosper.

- **Cyndia Ashkar, Oregon City**

Ms. Ashkar used to be a Milwaukie resident and was now a teacher of children. She really spoke on behalf of the children. She knew that was not being portrayed as businesses versus children event, but children were often not noticed because they did not come and speak to the Council. As a teacher at the School on April 26 when they were asked if they preferred the locally preferred alignment or do you want to go with the industrial's recommendation they were told more than once that the double tracks would go on the east side of the railroad track. They were being asked if they wanted a Harrison Street station or a Monroe Street station. Knowing about the railroad right-of-way she asked at the end of the meeting could the railroad track be moved? She was told someone would get back to her. On May 14 they learned the tracks would indeed come 15-feet closer with the Harrison Street station. That made her start wondering what else people did not know. We spent some time and learned what we can about

Main Street or Main Street and 21st Avenue. We still do not know about the Tillamook option. That was sort of a blind spot that was existing right now. She enjoyed Mr. Batty's genuine enthusiasm in the process. It made it feel real. It was great to sit at a table and talk with people who had very different concerns. Of course, those needed to be honored. One gentleman who was a partner with the North Main Village project stressed that the Downtown Plan would not be followed if light rail went on Main Street. In looking at the Plan, which had beautiful qualities, she noted that 21st Avenue was planned to go straight past the Library and go on and connect with Main Street. There was a place it was not being followed and made her wonder where else was it not being followed. In closing when the Minneapolis Bridge went out, the most heartening thing to see was the children who were spared harm. She was looking to spare the children harm.

- **Barbara Dimick, Milwaukie**

Ms. Dimick was a long time PWS parent instrumental in helping the School purchase the property here many years ago. It was obvious that it would be better for the School not to have it behind it. It was clear there were a lot of drawbacks and mitigation that needed to happen that may not be able to happen in order to maintain the program and viability and integrity of the School. She encouraged the Council to include the other study. After attending the two planning meetings, she saw a lot of earnest effort from a lot of citizens. She wanted to make it clear these were not all Waldorf parents. Sixty Waldorf families moved to Milwaukie since PWS moved here. There was dual citizenship. There were many more people than Waldorf parents at those meetings, and a lot of interest, effort, and desire was put into that. She felt that level of interest should be honored and included this in the study. It was a heartfelt group. We should be studying options. Only one option was not an option. It was only one choice, and if it blew up where would we go.

- **Ed Parecki, Milwaukie business owner**

Mr. Parecki said after going through this entire process over the past few months, he was at the point of giving up and agreeing with Mr. Asher how important it was to keep to the Downtown Plan and implement it as is and not sway. The problem with what he heard from Mr. Asher was that in order to implement the Downtown Plan it would be virtually impossible to do so. The Plan called for the Tillamook line to have a sidewalk. The Downtown Plan had a plaza that could not be constructed. The Downtown Plan had a grocery store that cannot be installed. The Downtown Plan had a transit center that was already impossible to build because the North Main Village project was built there instead. Code changes were made in order to implement that plan. He did not understand why there was such a marriage with the Downtown Plan when it was virtually impossible to implement. He would like to see the Downtown Plan implemented. He would like to see the pedestrian walkway on the Tillamook Branch line. That was what it called for. Let's do it and just end this whole game. Let's do everything else. Scott Street was supposed to be abandoned. Let's abandon Scott Street since that was the Downtown Plan. Let's bring back the transit center. Let's limit the size of buildings to three because that is what it called for. Why are we going up to five stories now? He could go on and on all night. It was very convenient to pick and chose what the City wanted. Who was the City? It was 3 to 2 – there's the City.

- **John Harrison, Portland Waldorf School**

Mr. Harrison represented the PWS Board of Trustees. They had submitted a prepared statement. The Board "thanked the Mayor, City of Milwaukie, Metro, and TriMet for hosting the recent workshop sessions discussing the Main Street or Main Street/ 21st Avenue alignment as an additional alignment to be discussed in Metro's upcoming

SDEIS. The Board and PWS community appreciated the chance the process has afforded us to share our views, thoughts, and ideas regarding this momentous decision and how it can be shaped to best impact the City of Milwaukie businesses, schools, churches, and families. Through recent workshops sessions they were encouraged by the number of people in attendance, the overall level of participation and the respect held for each respective view. The question before the City was actually pretty simple as was stated already of whether or not an additional alignment should be included. At the close of the last workshop session from their perspective it was evident that a double track running the full length of Main was not only technically viable but had broad support from a cross section of community participants in attendance. The City of Milwaukie had a unique opportunity to build upon this level of community involvement, consensus, and overall enthusiasm by strongly recommending a Main Street alignment be included. They also felt similar to Mr. Parecki that the concern regarding adherence to the Downtown Plan was somewhat misguided in that the Downtown Plan was fundamentally not being followed. There was a reference to a rail trail along the Tillamook Line. The Downtown Plan itself had no mention of light rail. It actually did not call for light rail anywhere in the City. The mere fact of light rail being included whether it ended up being on the Tillamook Line or in fact on Main Street was something that would frankly require the Downtown Plan to be updated regardless. The main concerns the school had regarding the Tillamook Line first and foremost was safety and security. There were recent statistics from the *Portland Tribune* regarding crime being up 25% in 2007. A lot of that crime was targeted and tied to teenagers. TriMet's Tim Garling had people that had a daily activity of watching closed-circuit TV to look for criminals. His opinion was that the greatest deterrent to crime in an around light rail was to locate stations in areas of greatest visibility where more people were and more eyes were watching. They believed strongly that an alignment down Main Street would accomplish that goal. Another key concern was noise and disruption. The Federal Railroad Administration (FRA) required that any light rail vehicle operating within the railway, i.e., by the freight train, would require essentially a horn that was similar in sound and decibel level to a freight train. With trains going every 7 to 15 minutes that would be a freight train noise every 7 to 15 minutes through every street grade crossing on that Tillamook Line.

- **Sara Genta, Portland**

Ms. Genta had three children who went to PWS. Her two oldest boys were going into 8th grade and 10th grade, and they take TriMet bus to school. Her 2nd grade daughter did not yet. She thought it was ridiculously premature to abort the option of having the SDEIS study not include the Main Street option. She thought it was foolhardy of us to limit ourselves. Mention was made by the gentleman who was presenting the staff recommendation about the monetary cost as if to imply that it would be on the burden of Milwaukie. That was not her understanding.

- **Jerry Foy, Oak Lodge**

Mr. Foy was disappointed in the staff report. He was very involved in both the Planning Commission meeting and two Council meetings and the two meetings at the High School. He thought the work that took place with the help of the staff was very focused. He thought that the two plans that came out of that were doable. He also realized it was only a study. It may turn out that if you include the Main Street study it may prove it was not the right choice as may the railroad line. He was there representing St. John's Catholic Church of 1,500 families. He assured Council that most of those families were totally opposed to the railroad line and for reasons he had given in letters to the Council. They had exactly the same reasons that PWS had. They were very concerned about safety and noise. When you talk about traffic circulation. Mr. Asher pointed out that

they thought the Tualatin [sic] line would have the least impact on traffic. If you think about it, you have Harrison Street, Monroe, and Washington. All of those streets would have to have arms swinging down blocking traffic at the time the train went across. You can image what that was going to do to traffic. Right now Washington Street backed up to Mr. Bernard's garage in almost any happenstance when the light changed on McLoughlin Boulevard. You can image if you do that on all three east/west corridors what kind of problems will occur in Milwaukie. His point was that he strongly believed an additional study ought to be performed. If nothing else take the \$900 million and fix the bridges.

Speaking in opposition to adding Main Street alignment to SDEIS

- **Peter Fry, Portland**

Mr. Fry was a professional consultant who had been working with downtown businesses and asked if someone would give up their time so he could have four minutes to get through his speech. Ed Shettig and Mark Hettervig offered to give up their time.

Mr. Fry had a PhD in urban and regional science. He worked with the downtown businesses, industrial businesses, and properties. He worked on light rail and streetcar from the very beginning as an advocate and consultant to them. He was deeply involved in the north end of the Milwaukie corridor. In fact, he helped the Carruthers Coalition which brought the light rail to OMSI because it desperately wanted the light rail. He strongly supported the staff report recommendation. He found it to be excellent. Main Street was the wrong location. It would be a mistake. Two questions were asked. Would a new alternative build consensus? In his view clearly not. Would Main Street alignment be good for Milwaukie? His response was 'no.' Light rail was a train; it was not a streetcar. The train does not move within traffic. The train was not designed to be slow. Light rail was designed as a long distance commuter train. The staff pointed out that light rail on Main Street would not be compatible with established Milwaukie policy. The loss of on-street parking which was as important to pedestrians as it was for accessibility, the curb-to-curb construction, the dramatic restriction of east/west pedestrian movement, the presence of heavy commuter vehicles with required track beds, fences, and large platforms would eliminate a Main Street. He looked at examples. He worked on Interstate Avenue, and it was deeply troubled. Beaverton had the struggling Round. Light rail did not go down Beaverton's main street nor did it go down Gresham's main street, nor did it go down Hillsboro's main street. Light rail required huge surface parking lots to bring commuters to rail. These park-and-rides were dead zones like Cleveland and Gateway. Portland did not support park-and-rides in its entire city limits. They had to make an exception for Gateway. A train down Main Street with the huge park-and-ride would in his opinion eliminate downtown Milwaukie. Finally Main Street would be bad for the regional system. A Main Street alignment would be more expensive to build than the LPA. It would be far slower defeating the commuter train's purpose making the project less competitive for federal and regional funds. Mr. Fry asked how long he took, and Mayor Bernard replied he still had three minutes.

- **Mary King, Milwaukie**

Ms. King said one of the most important votes this Council would cast was this evening's vote on whether to allow a second light rail alignment down Main Street to be added to the already chosen LPA. She asked the Council to support staff's recommendation and vote against this proposal. She was a member of the City Council when the School District decided to sell the Jr. High property. It was with a leaden heart she had to be part of the decision to give up the City's quest for the property. She was

very supportive of the District's decision and actively spoke on behalf of the Waldorf School to her Council and citizens of the City of Milwaukie. While many saw Waldorf as a threat, she saw the School as a great opportunity for collaboration. She had been delighted with Waldorf as new members of the community. The changes they have made have been a boon to the community. They have been excellent neighbors. That was why she was so appalled that they would propose to change the already established alignment at the expense of Milwaukie's long-existing Downtown Plan, Milwaukie existing Main Street businesses and residents, North Industrial businesses, and other things that would cause permanent traffic and parking problems for the citizens who live in Milwaukie just so the rail did not run behind their school. She was particularly upset with the proposed change because the Waldorf School was very aware of this light rail alignment when they bought the site. It had no history of Milwaukie as a City and was not part of an extensive planning effort for the last 10 years. She hoped the Council could look beyond the pressures of this evening to the irrefutable fact that a light rail on Main Street was a terrible idea. She asked those who do not agree to quell the rumors of recall or the ruining of future political careers if Council members voted against the alignment.

- **Carl Horn, Dark Horse Comics, Milwaukie**

Mr. Horn said as someone attending these meetings and this process for the first time he wanted to thank the representatives of the development commission and TriMet who explained things with great professionalism and clarity. Although it might be detrimental to admit this, he moved here from California. He moved here specifically to work for a homegrown Milwaukie corporation that offered him a unique professional opportunity that was Dark Horse Comics. Comics and graphic novels were one of the most exciting growth areas in the entire national publishing sector. He worked for a subsegment and specifically Japanese properties. Certainly there was mobility at Dark Horse that could not be done elsewhere. There were literally only a handful of companies he could work for in the United States. It was exciting that one of them happened to be in Milwaukie. It was an institution in which people should take great pride. Often when we think of Japan we have an image of Tokyo but actually many Japanese come from small cities not too different from Milwaukie. He had the opportunity to talk with them here, and they were often quite surprised, pleased, and touched to see that a company like this was in a town like this. Those at Dark Horse Comics believed that a Main Street alignment would be very disruptive to operations, and may possibly even require the company to leave the community which was something it did not really want to do. Therefore, he spoke in opposition.

- **Goran Samojlovski, Active Group, Milwaukie**

Mr. Samojlovski was president of the Active Group on Main Street. It currently had over 100 employees, and had been in the City for 2-1/2 years. Prior to that he grew up in Milwaukie; his parents still lived on SE 32nd. He attended Milwaukie Jr. and Sr. High Schools. He was very familiar with the City. He submitted a written position which he submitted to the City Recorder. He touched on three points in his position of opposition to the Main Street alignment. The first was community. When he located the business to Milwaukie, they were attracted by the sense of community they felt and continue to feel along with the plans that were in place to grow and revitalize Milwaukie. Some of the plans he heard regarding the waterfront were very exciting. Many of his employees frequented the shops and restaurants. This was a major selling point in attracting employees. He had been looking forward to the new downtown Milwaukie coming over the next few years. His fear was that in the event the train went directly through the middle of town it would destroy the sense of community Milwaukie has attempted to create and would in effect divide the town in two. One side of the tracks versus the

other. Further, although he was no expert, he could not imagine the construction of the rail and disruption the downtown as a whole would not have some significant economic impact on the community. In some past light rail construction, and he recalled the Yamhill Market specifically, some businesses did not survive. If that should happen it could create a domino effect on other businesses as these local amenities were necessary and considered by employees who chose a place to work. He could see the downtown as a dead zone as it may not fully recover from the major constriction to its downtown thus becoming relegated to a mere stop and start point for people going everywhere but downtown Milwaukie. Parking was a big problem which he addressed in his letter. The cost would be money wasted to study something that no one intended to do. It seemed to him that the Main Street plan was not a good plan and that the existing plan seemed to be the best. He submitted a letter and a petition signed by 50 people.

- **Lee Holzman, Reliable Credit, Milwaukie**

Mr. Holzman directed operations for Reliable Credit Association. The company was located on the corner of Main and Harrison. It would be nice if there was an alignment that did not negatively impact anyone. Unfortunately, that has not been found yet. He was strongly opposed to the idea of running a train down of Main Street. There were only one or two streets in downtown Milwaukie. The idea of running a train right down the one street to him did not make a lot of sense. Parking in the City of Milwaukie was already a problem, and he definitely believed if the problem was added to by removing those parking spaces and changing Main Street to one-way in certain areas would be a problem. If there was no parking for business, the City would not have businesses. Mr. Samojlovski mentioned Active had 100 employees, and Reliable had 53. Businesses needed to be able to provide opportunities for employees to park. Those employees were also consumers that supported other businesses in the downtown. He strongly opposed running a train on Main Street.

- **David Nestelle, Oak Grove**

Mr. Nestelle was a light rail commuter for four years. He rode it from end to end from Gresham to the Galleria. It was a great train, and he loved riding it. It is a train. It was not a trolley that would go through downtown where people could jump on and off and go to businesses. From his experience people got on the train, opened their books, or put on their headphones, or booted up their laptops and went to their destinations. At least that was his experience for four years. He came to the Sunday Farmers' Market and enjoyed it a lot. He loved the atmosphere, and there were a lot of families. He would hate to see that ruined by a train going through downtown.

- **Jenn Ladd, Portland Mechanical** was called, but she had left the meeting.
- **Nancy Hale, Portland Mechanical** was called, but she had left the meeting.
- **Kari Bray, Portland Mechanical** was called, but she had left the meeting.
- **Mark Hettervig, Portland Mechanical, Milwaukie**

Mr. Hettervig owned Portland Mechanical located in the old Hanna building. Mr. Fry was involved because of his knowledge. He told the Council it would be a disaster. He had seen Interstate, and it was a disaster. New businesses were not going in there; that was false. Adidas and Kaiser were always there. He thought it would be a really stupid thing to have a train run down Main Street in Milwaukie. It would be a dead zone by what Mr. Fry said.

- **Edward Shettig, Oak Grove**

Mr. Shettig worked in downtown Portland at 5th and Stark where they were building the light rail right now. The building he worked in was a major business. Since they started working down there it was such a disruption with a lack of parking that two major businesses, the Better Business Bureau and NW Staffing, had moved out to other parts of the City because there was no place to park. They had lost all their parking. Parking was not coming back downtown. He had seen what they do when tear up the streets and had been living through it since the beginning of the year. He had seen other small businesses that had gone out. If you ride up and down the streets, and he would invite anyone to ride light rail down there, and look at what was along the sides of the streets there were no big companies. You see the sides of buildings of other companies but not the storefronts. You see low-income housing when you get into the west part of Portland. Downtown you have Front Street and the waterfront. There was nothing down there really. You were not bringing stuff in; you were driving people out by putting light rail downtown. He was highly opposed to it.

- **Scott Allie, Dark Horse Comics, Milwaukie**

Mr. Allie had worked at Dark Horse Comics for 14 years and had seen downtown change a lot. A lot of businesses had gone, and it seemed like it was a struggle to keep good retail and restaurants downtown. He was looking forward to what would happen in the next few years to really bring it all back and create a great downtown. As Mr. Horn said earlier, people from all over the world come and visit Dark Horse Comics, and they all comment on what a great American old town this was. It seemed like that would be completely jeopardized if there was a one-way street or no traffic at all in front of Libbie's. How could Libbie's survive or flourish with that. People congregate at Libbie's and Windhorse, and he could not see how that would survive if there was a train going through. It would be a shame to lose that sort of downtown.

- **Candy Manzanares, Portland Mechanical** was called, but she had left the meeting.
- **Randy Stradley, Dark Horse, Milwaukie;**

Mr. Stradley was one of the founding members of Dark Horse Comics and spent a lot of his time in downtown Milwaukie. He was here virtually every day during business hours. He and his wife rent an artists studio across the street from Dark Horse Comics., so they were often there on weekends and after hours. He spent more time in Milwaukie than he did at home. He loved downtown Milwaukie and Main Street. He grew up in Scholls with Hillsboro the closest town. Milwaukie's downtown reminded him of Hillsboro which was a good thing. He could not imagine the changes that would take place to the businesses downtown and the community that has developed if the train ran through it. It made sense to use the existing right-of-way because there was already rail traffic there. It seemed foolish to him to consider destroying something with no guarantee of getting something better back.

- **Neil Hankerson, Dark Horse Comics, Milwaukie**

Mr. Hankerson had sent the Council a few documents expressing his views already. He grew up in the Gladstone area and lived in the general vicinity his whole life. Along with Mr. Stradley and Mr. Richardson when they outgrew their facility in northeast Portland they chose Milwaukie for a variety of reasons. Dark Horse Comics was generally in favor of light rail but adamantly opposed to the idea of train coming down Main Street. There were three pretty good reasons he could think of. One was just the barrier nature of light rail, disruption of traffic on McLoughlin Boulevard, Main Street, and 21st Avenue if there was a couplet. Second the parking situation was terrible. With the redevelopment proceeding and adding to that the tracks coming down Main Street

eliminating 60 – 70 parking spots, it gets increasingly worse for the businesses in downtown to adequately supply their businesses and/or to have places for employees to park. Dark Horse Comics has about 120 employees that needed to park downtown. Twenty of them were Milwaukie residents. His concern about light rail coming down Main Street had to do with jobs. There were 500 – 600 people who worked along Main Street, and he was very concerned about the long-range implications to their employment.

- **Mike Richardson, Dark Horse Comics, Milwaukie**

Mr. Richardson was president of Dark Horse Comics. He started taking some notes while people were talking and ended up with a speech. Imagine his disappointment when he found out he only had two minutes to deliver it. He grew up in Milwaukie and has been part of this community in one capacity or another for over 50 years. In fact he knew the Mayor when he was ... He thought that he held it against him but was not sure. It was a conscious decision to locate Dark Horse Comics in the City he grew up in. He always loved this City. Dark Horse Comics had tried to be a great member of the community and not just a business. Because of his connection and history with Milwaukie they tried to be good citizens as well. The company contributed on an ongoing basis for the past 20 years to schools, kids teams, hospitals, and charities. Dark Horse Comics had shown an intention of being good citizens beyond just what was good for the company. With that in mind, he was a strong advocate of light rail. He had the opportunity to travel around the world and has seen what rail means to cities and the quality of life it helped attain in cities around the world and the positive effects of light rail. He had been on record for a long period of time through this process for light rail. He thought Milwaukie needed it. We needed to look at the studies of potential population growth in the area. He had yet to see a study that said by putting more cars on the road congestion was reduced. He thought there needed to be options for people who wanted to travel in Milwaukie and Clackamas County. With the support of light rail in mind, then it became which was the best route into the City. It seemed the impact to the community, not just to Dark Horse Comics was lessened. The economic impact to the cost of the choice that was made it seemed clear that the existing rail alignment was the one that was preferred. Dark Horse Comics was very much against the downtown option which could literally force the business to move from the place it wanted to be located. Dark Horse Comics was in favor of using the existing rail corridor for transportation in the future for this light rail.

- **Michael Martens, Dark Horse Comics, Portland resident**

Mr. Martens moved to Oregon from Wisconsin 14 years ago to work for Dark Horse Comics. Once he relearned how to spell Milwaukie, he began to enjoy the community. One of the best things about working here was after lunch taking a walk along the streets of the City and going down to the Park. The improvements at the waterfront were phenomenal. He never went to Vic's during his lunch hour but did think about it when he stood by the water today, and it was wonderful. He lived in NE Portland and would definitely be a light rail rider, but he did not think it belonged on Main Street. He wanted to stand up for a group. Some supporting the Main Street alignment said they were standing up for a group that could not speak for themselves. He wanted to put in something for the elderly who spend so much time on Main Street at the drycleaners and Libbie's. He did not think there was a time when he walked up and down the street where he did not see some people that because of their age were not able to get out to other places. The fact that there was a small vital downtown was very important to them.

- **Mike Richardson, Dark Horse Comics, Milwaukie**

Mr. Richardson added there were comments earlier about why the adherence to the Downtown Plan. As someone who was here and helped try to start downtown development in 1988 he wanted everyone to know it had been a long process to come to that Plan. He was an advocate of the Downtown Plan and applauded it. It was great that the City was finally trying to stick to it and that there was direction.

- **Lia Ribacelli** was called, but she had left the meeting.
- **Rachel Edidin, Dark Horse Comic**

Ms. Edidin indicated she did not wish to speak but registered her opposition to the Main Street alignment on the sign-in sheet.

- **Cary Grazzini** was called but had left the meeting.
- **Tony Grazzini** was called but had left the meeting.
- **John Woods, CFO Portland Mechanical**

Mr. Woods stated Portland Mechanical came to Milwaukie through a development action. It had grown from 100 to 200 employees in the past year and planned to grow even more. This business depended on Main Street as its primary access. He felt if Main Street were used for light rail it would have significant negative impact on Portland Mechanical which thought it would continue to grow.

- **Chris Warner, Dark Horse Comics, Portland resident**

Mr. Warner grew up in the area of Linwood Avenue and King Road so a lot of his youth was spent in Milwaukie. It was amazing to him that he was working in a building that used to be the pharmacy where he bought books and comic books. There were three major issues which he thought had been covered in the presentation. One was the issue of disruption. No matter where it was built someone was going to be disrupted, and the key was what was the least disruptive. He thought the rail corridor was made for rail, and it would be far less disruptive than tearing up Main Street. Second was cost. Clearly these were federal tax dollars, and transportation money was hard to come by. Every extra dollar we spend was money that could not be spent somewhere else for other worthwhile projects. It was incumbent on the City to be as cost effective as possible with what was built. Third was the vision of what Milwaukie would be in the future. No matter where the project was built there would be a Milwaukie. His real concern was that whatever was done benefited the current residents and the current business people and not just some future potential development. He would hate to see Milwaukie become a transit center for downtown Portland. He was a huge advocate of public transportation and light rail. He thought Milwaukie could still have that without destroying the downtown and turning it into a bedroom community for downtown commuters or for people just to breeze through.

- **Ramsin Eiswazpour-Adeh, Libbie's**, was called but had left the meeting.
- **Cheryl Gaffney, Libbie's**, was called but did not wish to speak.
- **Ray Peck, Windhorse Coffee, Milwaukie**

Mr. Peck had been a retailer since 1992 in downtown Milwaukie and had been at his current location on Main Street as a coffee retailer since 1999. The Council did not want a study for light rail or a train downtown. With that Council would find the storefronts to continue to be open as they were today as he would not even consider opening a business in what was available until he knew exactly what was going to happen if in fact there was a study proposed. He suspected it would take some time. It

would tend to stymie what was available now for continued growth. The other thing he recognized was the professional staff in the planning department and other departments that the City had hired to make the recommendations for what the City ought to be taking a look at. It would be absurd not to support what its staff had to say and recommend. He recommended no study and absolutely no light rail in downtown Milwaukie.

- **Ralph Rigdon, Oak Grove**

Mr. Rigdon lived on the old streetcar track just south of town. He had been there for 44 years. He thought there was a mistake being made about light rail. He was in favor of stopping at the Southgate park-and-ride. A friend of his lived a block off Burnside, and everywhere light rail went by there was a swishing. He thought the Council should worry about the sound and noise. He was against light rail on downtown Main Street. Once this goes through the quiet days and nights will be gone forever.

Providing neutral comments of the proposal to add Main Street alignment to SDEIS

- **Ed Zumwalt, Milwaukie**

Mr. Zumwalt's written comment was no build – way out of scale.

- **Mike Miller, Milwaukie**

Mr. Miller's written comments was a no-build alternative should be considered. Mayor Bernard said a no-build alternative was being considered in the SDEIS.

- **John Otsyula, Milwaukie**

Mr. Otsyula provided information. He brought a list. When he did an environmental impact statement review he used that list to determine what alternatives worked and how Metro went about doing the alternatives. The first part of that could not be seen very well. He would like the public to have a copy of this – everyone in the public. This had a 'yes' or 'no' to determine what alignment will do what. This City Council had no authority to choose what went to Metro or not. The public did. The public was sitting here with an opinion there would be a decision on what went to Metro or not. He wanted the public to know it was still open to send in their requests for whatever alignment they wanted. It was up to Metro to use that list and determine if the alternatives met the purpose and need of the project. When reminded by the Mayor he said he would finish up. In looking at that he did his own little review. Tillamook failed hands down. It did not work. It had too much impact. No-build passed for the simple reason that it met the purpose and need to meet congestion on McLoughlin Boulevard

Mayor Bernard reminded Mr. Otsyula it was time to finish his comments.

Councilor Stone asked Mr. Otsyula if he had much more to say. People had been raising their hands. She wanted to finish hearing what he had to say. Was there anyone who would give up his or her time? Would it be just another minute or two? Other people gave their time. She asked the audience if anyone wanted to give up their time to let this man finish?

Councilor Loomis noted Mr. Richardson was given extra time.

Mayor Bernard said he had been given an additional 30 seconds so extended that amount of time to Mr. Otsyula.

Mr. Otsyula said with his 30 seconds he would ask the public when they got a copy from Council to look through it. If they did not understand something, then he was

available to review it. An environmental impact statement – to produce the study did not cost \$500,000. He could do one for less than \$50,000. He would do one free for the City.

- **Scott Churchill, Milwaukie**

Mr. Churchill was present as a member of the Milwaukie Transportation Coalition to address one of the most important concerns of all city government in the State of Oregon. Ethics and integrity. This was important because no matter what the outcome of a decision an elected official made, it must be one that followed the rules and regulations of the State of Oregon which required the highest level of ethics and integrity. Without this high level of ethics and integrity there was no confidence in the elected officials by the people they are there to represent. The State of Oregon supported this position in the State House and Senate by doubling the staff of the State Ethics Commission now headed by Dr. Patrick Hearn, the Executive Director of the Oregon Government Standards and Practice Commission. This year alone he doubled the staff. Dr. Hearn was tasked with monitoring public officials who were bound by the rules and regulations found in 244.040 of the Oregon State Revised Statutes Code. In these statutes it described in extremely fine detail the necessary steps all public officials must take to avoid an actual or potential conflict of interest. These necessary steps were found in 244.040 – 244.120 of the Oregon State Revised Statutes regulations. Over the course of the past several months the MTC monitored the actions and steps taken by all public officials including the Planning Commission, City staff, and City Council as the potential light rail alignments have unfolded. It had become clear that the process and outcome of the process had become tainted from unethical due process. From early February 2007 when the Mayor was lobbying for the Tillamook alignment to present day when alternative alignments were asked for by more than 700 Milwaukie citizens. There had been no declaration by the Mayor of his conflict of interest as required by section 244 other than three years ago. The regulations require that the Mayor do the following at each hearing – at each hearing – that he declare this conflict of interest. The Mayor owned four parcels – more than half a city block -- that served to benefit from this alignment – the Tillamook alignment. He formally asked the Mayor to recuse himself from voting and ask the City Council to rescind its vote on McLoughlin Boulevard alignment.

- **Charmaine Coleman, Milwaukie**

Ms. Coleman was present in support of her City Council and whatever decision was made this evening. She lived within two blocks of the Tillamook alignment and just three blocks from Main Street so one could hardly get closer to this than she was. As such she had many opportunities to question other community members who would be intimately impacted by the current LPA. She talked to people on swing sets at a park, at a garage sale, a neighborhood garden, in a pew at her church, at the grocery store, on the street. She talked with a total of seven community members without soliciting the conversation. Five were heavily involved with a private school along the Tillamook alignment, four lived within one block of Tillamook, and all were in favor of light rail in general and none were opposed to either alignment option necessarily. One said the train horns did not bother them. One said they were unconcerned with the effects of light rail on their child's education, and it would be fine either way. A third said light rail near a school would be spectacular no matter where it was located. A fourth stated outright they would vote for light rail even if they decided to put it on their house. Ms. Coleman knew where they lived, and it could happen. This was not to say these community members favored a Tillamook alignment over a Main Street option. That was not what she was saying at all. Rather that brought to light the indisputable fact based upon the voting majority that Milwaukie wanted light rail to happen much to the

chagrin of Mr. Zumwalt and the voting minority. The passion for the project was evident in the increasingly heated meetings she attended in recent months. The emotion she saw in this 11th hour reminded her of the fear and anger generated the last time Milwaukie voted in light rail and then got scared and voted it out again. She wondered for those community members adamantly opposed to light rail in Milwaukie at all whether that was actually the point. Will we relight our torches? Will we take up arms against one another? Main Street against Tillamook and still be fighting over this choice a year from now? Will we lose light rail altogether? Some hope so. She tended to think so. Please keep in mind that as a community they voted in light rail. She for one was in favor of whatever decision both arrives at that end goal and holds true to the vision Milwaukie created for its downtown over and above whatever effect any alignment had on those, herself included, with this train in the backyard. As City Council members she must believe the success of light rail in and through the town was the end goal as well. If she was wrong then shame on the City Council because it was not listening to the choices made already by the community it represented. In conclusion she supported the recommendation to TriMet as she supported light rail. She encouraged the rest of the community members to set aside torches and refocus energy on the positive potential for whatever alignment was ultimately chosen and certainly through all of this fuss TriMet heard the message loud and clear. Milwaukie cared about the quality of light rail, and it would be great.

- **Craig Flynn, Portland, Gateway District**

Mr. Flynn did not live here yet but bought a property on 27th Avenue next to the grade school and would be moving in soon. His son was living there now, and they were going to swap houses. He lived in the Gateway neighborhood and knew what light rail did to the neighborhood and what it did not do. First of all light rail did not reduce congestion. Gateway had two of the most congested intersections in the City of Portland, and they became that after light rail. Light rail did not save energy. It did not stimulate development. If you notice in Portland and along the light rail lines most of the development there was subsidized. Who will you tax more so other people can get a subsidy to build next to light rail? People were not attracted to light rail. Businesses were not. In fact he had light rail in his neighborhood for 10 years before businesses started to move in. They did that after the tax breaks came. He and his neighbors were told when light rail came through the neighborhood the single-family homes would still be there and nothing would be changed. The only thing would change was that there would be a train running up Burnside. The problem after the train ran up Burnside was very few people were using it. Most of the people who rode light rail used to ride the bus. To try to encourage more riders, they added density mandates along light rail. In fact at every light rail station the density mandates got even higher. The problem with that was of the people who lived next to light rail still did not use it. One percent of the people used it. It did not reduce congestion. It did not improve livability. If the Council wanted to bring business to Milwaukie, just give them the tax breaks.

Mr. Ramis clarified one point for the record. There was a statutory reference related to conflict disclosure. The relevant statute was 244.120(3) that said very clearly – this was the legislature’s statement of the law – that nothing in the statute required any public official to announce a conflict of interest more than once. That was the rule. As he read the record, that disclosure was in the minutes of the May 18, 2004 document.

Mayor Bernard added he had not been Mayor of Milwaukie since 1997. He asked for Council discussion.

Councilor Loomis thought Mayor Bernard should start the discussion since the process started with his questions. He wanted to figure out where the Council was going. From the testimony he heard he tried to look at the positives. There were a lot

of people who were not saying they did not want light rail, but there were issues with it. How did the Council address those issues? When they talked about referring the two alternatives, he was the only one who supported McLoughlin Boulevard. As he listened tonight he wished, although the Mayor thought it was absurd, it had been included in the working group process to answer those questions for him. It seemed to him if this project was to serve the people using that corridor that that was where one might want it. He did not know if all the testimony was accurate. It sounded like it would be a disruption wherever it went to traffic flow or it could be. The McLoughlin Boulevard alignment had some negatives but was not studied enough for him to come to the same decision as the Mayor so strongly. He saw possibilities of positives in the public benefits test. For years people had looked at ways to cross McLoughlin Boulevard. He thought in that sense there were some possibilities of doing that. The packet was full of well-done information, but he only had about five hours to review it since it came out on Monday. From the beginning he never cared for the Main Street option, but was that the question being answered tonight. Or was the Council going back to the original questions the Mayor asked.

Mayor Bernard said as a business owner when he put in a sidewalk he had to think about running a water pipe under it. He did not come along and tear it up in a few months and install a water pipe unless he made the mistake of thinking it was okay and not looking at it. \$4 million was invested in McLoughlin Boulevard and would be an injustice to tear it up again and start all over. Thanks to the McLoughlin Boulevard project the tavern and hotel were no longer there. Now there was a riverfront for the City to call its own. Investing in all that and tearing it all up again for light rail was not the right thing to do. He attended both community events as well as the Planning Commission meetings. When you hold a piece of track in your hand and lay it down on Main Street and visualize it or see what an engineer did – engineers know how a train turns. They lay that track down and it was obvious it took out 8 or 9 businesses on McLoughlin Boulevard before it even got across the street. It was a disaster and another separation of our community. He heard a couple of mis-statements. Interstate was not Main Street. It was a huge street with two lanes in each direction and a train down the middle. There was no comparison. It also had parking on both sides. They were just getting into the SDEIS where Waldorf parents were involved. According to the last letter, the Waldorf parents said if the Main Street alignment were not added they did not want to talk to the Council. It seemed at that point as if the City were being held hostage. The investment in the Downtown Plan was more than \$300,000. If you threw that alignment in and through out the Downtown Plan, then what about the two year investment and the time 2,000 people put into developing the Plan. It would have to be thrown out. When Electra Credit Union came to him before building they asked him if light rail was off Main Street. He told Electra it was finally off Main Street and was on the Tillamook Branch because that was the 2004 LPA. Electra started construction of its new building. There was an assumption that because people attended the two community workshops they supported looking at the Main Street alignment. Mr. Hankerson said that in one of his e-mails. There was an assumption if a person sat at a table and worked on the alignment, that meant they supported it. Mayor Bernard went to every table and heard people arguing against it – some angrily and some just wanting to find out if there was a solution even though it might be the least bad option. The downtown concept was a vision that flowed and was adjusted. Someone described it as a game; it was not a game. The City spent a lot of time coming up with that. It also disturbed him that everyone looked at the negative. What about the potential students that could come to PWS from all over the region? What about St. John's getting those people who cannot afford to drive a Cadillac, Mercedes, or BMW to church who instead could hop on light rail and go to a great church and school. No one ever mentions the positive things. There was nothing in the Plan that said the whole downtown was three

stories. There were options on levels throughout the town. To say right now the Downtown Plan was three stories was false. It varied depending upon the block. There was nothing in federal regulations that required the same whistle at the same decibel level every time a light rail train came through, and it was possible to totally eliminate it under the current rules. The Main Street alignment would hold up future development of downtown for years. First there needed to be an SDEIS, and it went beyond that no one was going to bother to move into the new buildings or the new project until that decision was made. In the past the claim was made that a majority of businesses supported the Main Street alignment. He thought one could see today that was false. A few businesses that employed 10 or fewer employees may have signed on, but a majority of the large businesses did not support a Main Street alignment at all. The Council never said it had the authority to throw out plans. When he went to Metro he would say Milwaukie recommended the Tillamook Branch alignment. Sometimes he asks for a little more time to study this or that, and Metro makes the decision. The important thing was years ago people thought Metro forced things down the City's throat. They didn't do it then – although some may think they did – and now they come and ask for the City's input. Milwaukie had been doing exactly that. He thought that was very important. In order to know retail was there you had to walk or drive by it. If you could not drive down Main Street but one way why would anyone even bother to turn down it? He had walked through the North Industrial area, and it was surprising how many businesses had been there and some for decades. Hydronics, Standard Gear, ZeePro, Holman, Trinity Carpet, PC Structural, Harder Mechanical, Rudie Wilhelm, WW Metal Fab, Museum Tour Catalogues, Northwest Doors, Certainteed, RKD, and many more businesses he felt would be negatively impacted by the Main Street alignment.

Councilor Collette said the two questions the Mayor asked the Council and City to consider were number one would a new alignment find consensus in the community among a broad cross section of interests? She thought the Council could settle at 'no' that adding a new alignment would not find any more consensus for light rail. She wanted people to remember the Tillamook Branch alignment – she had worked in the neighborhood at the time – had a consensus. All of the neighborhood leaders approved that line. When it was presented, the City Council adopted it after which Mr. Zumwalt recanted his support for it which one could expect Mr. Zumwalt to do. That did have a consensus of supporters in this community, and she felt it still did have a large majority of support in this community. The second question the Mayor asked was would a new alignment do more for the City's revitalization and economic growth than the existing alignment. She thought it was demonstrated through all the workshops and the process that 'no' adding a Main Street alignment to the study would not do any better for revitalizing Milwaukie than the Tillamook Branch alignment would do. They worked hard to come up with an alignment that had the fewest possible impacts on this community. She felt they came up with one that not only had the fewest impacts but added a number of benefits to this community. We can begin to grow downtown toward the Tillamook alignment and begin to build housing and still have a green link all around the City by having a walkway along the alignment. There was nothing that said there could not be a walking path and landscaping along the Tillamook Branch alignment. There would be Scott Park, Riverfront Park, and the others at the south end plus a parkway/walkway along the Tillamook alignment. She thought we could still have the vision in the Downtown Plan. She was very concerned about the issues raised by the PWS and St. John's parents. Those were issues that needed to be addressed. We needed to look at how light rail would affect the students in those schools as well as Historic Milwaukie Neighborhood residents, Lake Road, and others in the downtown. That was what an SDEIS did. It looked at those impacts and studied them deeply to come up with ways to make those impacts as minimal as possible. The City will need to

demand of Metro and TriMet that they do mitigate those potential impacts such as noise, vibration, and everything else discovered during the study that needed to be mitigated. Light rail needed to benefit the City and would benefit the City if it were done right. She really hoped those who got involved with planning an alternate alignment and sent all comments pro and con stayed involved and continued to work with the City through the many upcoming meetings. Come back to the table and make sure this was not the only time you commented in the City of Milwaukie. For those reasons she was going to vote not to include the Main Street alignment because she thought there was already a good alignment. She did not feel any more money should be spent or any more community resources going over an alignment that would not improve the downtown.

Mr. Swanson referred to MMC 2.04.180(b) – the Marshall Plan – that read in part, when the meeting agenda includes one or more public hearings the meeting may be adjourned no later than 11 p.m. If there are no public hearings scheduled which was the case at this meeting, meetings may be adjourned no later than 10 p.m. However, the adjournment time may be extended by majority vote. It looked as the Council might be passing that time, so it would be prudent to do that. He also recommended establishing some kind of time because the original code section established a time. This would keep the process clean.

It was moved by Mayor Bernard and seconded by Councilor Collette to extend the regular session by 30 minutes.

Councilor Stone suggested 30 to 45 minutes.

Mr. Zumwalt asked to speak.

Mayor Bernard replied the public comment period was over.

Mr. Zumwalt said cheap shots from Council should not be allowed. The Council did not show respect to the people. It was just proven.

The motion to continue the meeting to 10:30 p.m. passed unanimously. [5:0]

Councilor Stone understood Mr. Zumwalt was obviously upset by something he heard. Since the Council was not actually in a public hearing and not following a formality of a public hearing, could the Council give him time to say something.

Mayor Bernard said the time for audience comment was over and this was time for Council discussion on this item.

Councilor Stone wanted some clarification on questions – maybe from staff. The Council was being asked to deliberate on whether or not to include the light rail Main Street option in the recommendation to the South Corridor Policy Steering Committee. She had read NEPA documents and heard the gentleman who testified many times before Council say that it was not up to the City Council to determine what alternatives should be in a DEIS or SDEIS. The Council's responsibility was with forwarding all possible alternatives to the South Corridor Policy Steering Committee for that determination to be studied. How can the Council really make a decision on whether or not an alignment should be tossed out or tossed in without it being studied. That was not to say she was saying she was advocating for the Main Street alignment or the Tillamook Branch alignment. She just wanted some clarification on what authority the Council really had.

Mr. Asher said the answer had everything to do with where we were in the process. It was a long series of steps. Metro was the lead agency, and the Council had a subordinate role. The Council's role vis-à-vis Metro's role, the Steering Committee's

role, and then where we are in the study process were all issues that made it more confusing than one would guess.

Ms. Wiegart said the Milwaukie City Council role in actually including an option in the SDEIS Councilor Stone was right that it did not have the authority to include it. Only the Steering Committee had that authority. The Federal Transit Administration (FTA) was ultimately the signer of the document. They looked, as did Metro, to the local jurisdictions to make a determination as to what impacts and benefits of a particular alignment were appropriate for the community. The FTA would look to the regional, local process. The community would be asked to look at what would and would not work. That was not to say at some time Metro might not disagree, but it wanted to hear from the local jurisdiction as to what specifics made sense.

Councilor Stone said from what she heard tonight and from the huge amount of e-mails that the City received from those who were for the Main Street alignment and those who were against it, it was coming down for her to maybe neither of them were right. Maybe we needed to be looking somewhere else. Maybe there needed to be more than one alternative in the SDEIS. Maybe this was a time to be creative and think it should not even come near Milwaukie. Maybe it should stop at Southgate. Maybe it should stop at ODOT. Maybe it should go down Hwy 224 and stop behind the Milwaukie MarketPlace. She did not know. What she was hearing tonight was that there were a lot of people not supporting the Main Street alignment and had good reasons not to support it. There were a lot of people who were not supporting the Tillamook Branch alignment, and they have good reasons. When she went to the two special meetings where they were looking at the topographical maps she thought to her self we need to be having this meeting on Main Street. You cannot really get a feel for what it was going to be like having this huge train going down Main Street. She had to wonder if we should really be coming any where near our downtown and our neighborhoods. The 14 points that were drafted to mitigate impacts to neighborhoods – light rail was not quiet. It was screechy. They have train sounds and horns and they carry. In the last meeting the Council was talking about a quiet zone about ½ a mile from where we were thinking about putting this train. She hoped people would think about what this was going to mean to their livability having this train that close to their neighborhood and to their schools not to mention all the crosswalks and horns. They really needed to think about that. She would like to see all options in the SDEIS and all ideas. She thought there needed to be some creativity here. She did not think either one of these was the answer. Coming from her – and she had always been very open about it – she was not a huge light rail fan. She did not think it really managed congestion as we wanted it to do. She did not like seeing bus services get displaced a little bit. It needed to be a complement to our transportation infrastructure and not displace it. She would like the people to vote on how they wanted their money spent. If you did all those things and did not allow for developers to have subsidies and vertical housing tax abatements, then she could buy into light rail. All these things that are going on right now and especially the fact we have voted it down twice in Clackamas County. She would like to see the local share funding come to a vote of the people. That was getting off track a little bit from what the Council was supposed to be talking about. All of these things were going through her mind, and she thought the SDEIS needed to be more inclusive. Things have changed. When the Tillamook Line was decided upon the terminus was at Kellogg Lake/Kronberg Park, but things had changed. She thought it needed to be re-looked at.

Councilor Collette did not believe that was the case.

Ms. Wiegart understood the other question was what was the range of alternatives that should be included in an SDEIS and has that requirement been met. Other people have also asked that question, so it was an important one to clarify. Metro has already

met the reasonable alternatives requirement. There was an alternative analysis in 2000 – 2001. There was an SDEIS in 2002 and with the LPA in 2003. The point was that a range of modes were considered as well as a range of locations for that mode. Now they were looking at updating the previous SDEIS to see if anything had changed significantly enough to warrant design options in any particular location. They did not originally identify downtown Milwaukie as an area that had seen that kind of change since the 2003 LPA. They were willing to consider if the community wanted it whether there was another option that should be looked at, but it was not a requirement. They had looked at the range of reasonable alternatives from the federal perspective. She wanted to be really clear about that. In terms of the Working Group alignment she clarified that was the one proposed to terminate at Kellogg Lake. The 2003 LPA terminated at Lake Road. Since 2001 really the Tillamook Branch had been the preferred location in downtown Milwaukie.

Councilor Stone said with all of the testimony and over 600 signatures that were on a petition to look at a different alignment which was how the Main Street and McLoughlin Boulevard ideas were birthed. She thought it behooved Council to make sure this was the best alignment. There was a dense neighborhood right near that light rail train. It was noisy. She heard it when she was at work, and the train was noisy. You have to sound horns. It's going by every 7 to 13 minutes. Not 24/7 but pretty close. People needed to realize how their livability would be disrupted with that noise. She thought that was a real issue. She wanted to see the ODOT site considered. We had that beautiful Columbia River basalt building that could be used for a transportation museum. We talked about it being used for an environmental learning center. It could be tied into a big transportation hub which was what she thought we were trying to do here. A hub that would include an Amtrak stop. We used to have a stop for Amtrak in Milwaukie. It could be a stop for buses that went out of state. It needed to be larger than what we were looking at. Milwaukie had a small footprint for the downtown. It was a small, little community. If the City were to do something like this, it would destroy that neighborhood to the east and the downtown. As a policymaker she was obligated to put all ideas to Metro because it was the decision maker. That was not to say she was wild about either of them at all. We really need to ask ourselves if we have the right one.

Councilor Barnes read her comments into the record. Again, in Milwaukie, our Council must make a difficult decision. We must weigh the choices that will impact not only our friends, neighbors, and businesses of today but the City we all hold dear for future generations. With that in mind, I base my recommendation to the Mayor on the following: (1) Which proposal, plan or alternative will be the least disruptive, least costly, and will give Milwaukie a firm base for the future? (2) What have Milwaukie residents said clearly about parking in downtown Milwaukie for years? (3) When it comes to safety associated with light rail where can it be placed to keep our residents the most safe and secure?

In order to answer those questions, I have reviewed input from those who have sent email, letters, and participated in hearings and who shared their ideas with me while staffing the City Booth at the Farmer's Market. I have gathered input from City staff, TriMet staff, and by reviewing information on state and national websites.

The answer to question one regarding disruption and cost focuses on the proposal that follows the current rail lines. With an addition of a noise barrier, there may actually be less noise than what is currently heard from trains. The costs associated with building a light rail track through our downtown core would be more than just financial. It would impact Milwaukie's downtown on many levels. Our economics, our hometown feel, and our character and long-term vision for Milwaukie will be impacted negatively with what would happen if the Main Street alignment were chosen.

As for parking, this Council has heard for years that Milwaukie's downtown parking is a key issue. Folks from businesses and neighborhoods have come before this body to express their concerns that our downtown is not conducive to parking. As our City continues to experience development with new businesses, new homes, and new growth, taking away any parking in our downtown (and in the process disrupting our downtown) would have severe impacts on our community.

As for safety, Chief Kanzler and his department have already proven to this City and its residents that they know what they are doing. Chief Kanzler tells me he will make sure the safety of our citizens will not be compromised with light rail coming into Milwaukie. It is up to all of us to remember the importance of station design as we move through the process. We need to make sure and get it in writing that we expect to have eyes on the stations so we can monitor all activity. We have received the commitment from TriMet managers, designers and security that this is going to be the safest line on the system. Our police department and our Council and staff will make sure that occurs.

Finally, I do appreciate the concerns raised by the teachers, parents, and others of Waldorf School. I made contact with the President of the Board of Trustees and asked the question: Why did Waldorf decide to purchase a building with rail running behind the property knowing that the LPA would also include a light rail alignment behind their structure?

Mr. Dimick informed me in an email today that those buying the building did know about the possibility... I will quote him... "Although my children were attending PWS at the time, I was not involved in the purchase of the present PWS site, my understanding is that the possibility of the Tillamook alignment was disclosed during the due diligence. At that time a station was proposed behind the school to serve a proposed community center on the same site that never came to pass. The school expressed our concerns regarding such a station and the safety and noise issues caused from a light rail line in such close proximity to the school, in a 2001 letter written by our then Business Manager, Reis Hoyt. You may have seen that letter. Awareness and unconditional support are two very different things. We have known about the possibility of a light rail line behind the school, but that was only in general terms as details were not available at that time."

When Waldorf bought Milwaukie Junior High they had freight trains running behind their building. Trains are noisy...we have learned that and are rectifying that in other sections of Milwaukie. Still, students at Waldorf (as well as Milwaukie High School) continue to become well-educated members of our community despite the noise from the railroad. Students with great curriculum, wonderful teachers, and nurturing parents can learn in even the most challenging environments. It is obvious students at Waldorf are exceptional learners even with trains running behind their school. Having a sound barrier as part of the mitigation will actually make their environment better.

There has been much discussion regarding the National Environmental Policy Act. My understanding, from Metro, our lead agency partner, is that this project has followed, and is following, the NEPA process. If we choose to add this option, it will be because Milwaukie, WANTS to add it -- not because the federal government requires that we add it. This is a local decision, and one that I expect our regional and federal partners will support. People need to remember that this is a supplemental DEIS study -- that means that a lot of options and alternatives have ALREADY been looked at. In fact, we already have a Locally Preferred Alternative. All we're doing now is updating it, and deciding if anything has changed locally that would compel us to look at any new options. There's absolutely no reason to believe that we HAVE to add options for NEPA purposes. That's not my understanding at all, and I'd encourage anyone with those concerns to contact Metro project staff for additional clarification.

CITY COUNCIL REGULAR SESSION – AUGUST 7, 2007

APPROVED MINUTES

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Councilor Collette was correct. We are not going to make everyone happy with our recommendations. We have studied the Tillamook Branch and the SDEIS study was completed just four years ago. That study did not find any environmental impacts that could not be mitigated. Our community leaders made the decision in 2004 to choose the Tillamook Branch as the Locally Preferred Alternative. Our downtown plan supports this alternative. With that said, Mr. Mayor, I am against adding the Main Street alignment in any form to the SDEIS study.”

Councilor Loomis did not disagree with what the Councilors said. It bothered him a little was what Mr. Dimick said about the effort people put into the workshops. It seemed to him in the beginning that the Main Street proposal was not viable. He did not know why that was forwarded. He understood the Mayor had told Advantis that it was off the table and would not work. He did not know why people including staff were put through that process. Most of the information showed why it would not work, and Council knew why it would not work. Having the train go down Main Street would be a big impact. Parking was an issue that was known, and he was not sure why Council voted to do that. He felt bad in the sense it was almost like a false hope to spend the time and effort. The photos showed that people were really engrossed in the process. He felt bad about that. He would not support the Main Street alignment.

Mayor Bernard commented there was misconception that those who were there supported the Main Street alignment. You had to find out whether it was something to consider. He would have considered it until he sat down at those meetings and put the track on the scale map. People had no idea about parking impacts. There were some real possibilities. All of those people got involved and walked away with the feeling they could impact it or learned that alignment would not work. It was a good event and well done. Some participants changed their minds because of the opportunity.

Mr. Asher reported Main Street got the reviews it had gotten because first PWS and others in the community asked. An important community partner wanted to find out if Main Street could work. The Planning Commission was united in its distaste for McLoughlin Boulevard but was united in being intrigued by Main Street. They thought Main Street was worth looking at. Main Street had been looked at and talked about, but it never made it far enough into a single EIS report or an alternatives analysis where it could be pulled out and identified all the things about Main Street that made it difficult. They wanted to create that report in fairness to the community.

Councilor Stone asked if that report was created and studied in depth as it would in an SDEIS.

Mr. Asher replied it was not in the same way as it would in an SDEIS. What the Council had in the Metro report gave a full flavor for what Main Street would be like with graphics and public testimony. They did not have that, and he thought the reason was because the idea was rejected so early in previous conversations that except for a portion of Main Street never got out of the talking stage.

Mayor Bernard added in the very beginning there was a survey about what was important, and downtown parking was low in importance. There were few businesses from downtown, so it was thought that parking was not that important. Bernard's had been in business since 1925. His dad was Mayor in 1962, and he never stopped hearing downtown Milwaukie parking complaints. The downtown businesses were clearly not represented. Mr. Hankerson was shocked. Mayor Bernard and Mr. Hankerson took the survey together and although they did not agree on everything parking was of great importance to the retail businesses. He heard the votes, and there were a couple of things he wanted to add. Over the years people said if you build light rail it would create another transportation division, another division, another bridge, another McLoughlin Boulevard, another Hwy 224. If you put it down Main Street it

would create another new transportation corridor. If you put it in an existing corridor, it would share the corridor and reduce the impact. Every few years Milwaukie changes its mind. He thought it was time to stick with a decision and focus on getting it done like it did with the Downtown Plan. He and Mr. Eiswerth operate the Farmers' Market, and everyone says people will not walk from a park-and-ride structure to light rail. If people were willing to walk to the Sunday Market they would certainly be willing to get on light rail to Portland State, OMSI, OHSU, and all the other job opportunities in Portland. People offered their recommendations, and he felt he had direction.

Mayor Bernard asked Councilor Stone how if she never supported light rail ever why would she want to add an alternative to study? Why not just say she did not like light rail.

Councilor Stone replied she was thorough. She wanted to make sure the Council looked under every rock to find the right alternative. She said earlier at this meeting that she could be a light rail supporter if all those things she mentioned were met for her. The vote of the people to support this was a no-brainer. The Council needed that. Stop developers from building tax subsidized housing along TOD housing. She thought that would be great. She discussed stopping the train at Southgate or ODOT which would save money or have it run down behind the Milwaukie MarketPlace. There was the density right back there. That huge neighborhood. There were only two options -- no-build or build. That was only two things. It was very limiting. From all the testimony the Council heard tonight we did not exactly have the answer. She was skeptical about this train going through our town. She thought Milwaukie needed a trolley through the town, and that should be in the SDEIS. A trolley made a lot of sense. Hook it up to Sellwood. Hook it up to Lake Oswego. She thought people would be really surprised at the level of noise the train made and the sound of the horns and disruption to the neighborhood. She thought there needed to be more options SDEIS.

Mr. Zumwalt made comments from the audience which were not audible.

Councilor Collette suggested she and Mr. Zumwalt continue the discussion after adjournment.

ADJOURNMENT

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

Mayor Bernard adjourned the regular session at 10:21 p.m.



 Pat DuVal, Recorder

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO OFFER NEUTRAL COMMENTS ON THE MATTER OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: SCOTT CHURCHILL
Organization: _____
Address: 2700 SE MIDLAND ST
Phone: (503) 929 9134
E-mail: _____

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO OFFER NEUTRAL COMMENTS ON THE MATTER OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: Charmaine Coleman

Organization: Milwaukie citizen

Address: 10392 SE 23rd Avenue

Phone: 503-740-0590

E-mail: charmaine.coleman@comcast.net

Comments:

PLEASE don't call on me too early!
I haven't yet written down what I will say.



Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO OFFER NEUTRAL COMMENTS ON THE MATTER OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

I have spoken to the Council on this issue before.

I have not spoken to the Council on this issue before.

Name: Craig Flynn

Organization: None

Address: 11934 NE 27th

Phone: 503 255 3557

E-mail: _____

Comments:

Oppose Both Alignments

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO OFFER NEUTRAL COMMENTS ON THE MATTER OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: ED ZUMWALD
Organization: HIST-MILWA NDA
Address: _____
Phone: _____
E-mail: WIKI NOT SPEAK

Comments: NO BUILD - WHY OUT OF
SCALE

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

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- I have not spoken to the Council on this issue before.

Name: Mike Miller

Organization: _____

Address: _____

Phone: Will Not Speak

E-mail: _____

Comments: _____

I Believe a no build option should be considered

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO OFFER NEUTRAL COMMENTS ON THE MATTER OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: JOHN OTSYULA

Organization: _____

Address: 2515 SE Lake Road, Melwaukie, OR 97222

Phone: _____

E-mail: _____

Comments:

Date: August 7, 2007

Would like to speak.

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: Marilyn Denham

Organization: Images Properties

Address: 20100 SE HIGH RIDGE CT, DAMASCUS, OR 97089

Phone: 503-558-0982

E-mail: merrilymad@aol.com

Comments:

Absolutely for. We need a choice. Though cost is a consideration, this will be a project that will become long lasting. Make sure we have a chance to develop the best solution, not the cheapest or easiest.

Date: August 7, 2007

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Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

I have spoken to the Council on this issue before.

I have not spoken to the Council on this issue before.

Name: BERT HANSEN
Organization: CONCERNED CITIZEN + PWS
Address: 2156 N. WYANT
Phone: (603) 701-2398
E-mail: bert@renodelpdx.com

Comments:

THE MAIN STREET ALIGNMENT WOULD BENEFIT NOT ONLY DOWNTOWN MILWAUKEE, BUT IT IS VERY IMPORTANT FOR THE FUTURE DEVELOPMENT OF THE NORTH INDUSTRIAL AREA.

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Cyndia Ashkar

Organization: _____

Address: 15790 S. Springwater Rd, Oregon City

Phone: 503.631.7471

E-mail: cyndia@ccwebster.net

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Barbara Dimick

Organization: _____

Address: 12727 SE 22

Phone: 503-659-7883

E-mail: BDIMICK@AOL.COM

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: ED PARECKI

Organization: _____

Address: 7677 SW 87th AVENUE

Phone: 503 977 9988

E-mail: ED@PARECKI.COM

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: John Harrison
Organization: Portland Waldorf School
Address: _____
Phone: _____
E-mail: johnh@yesma1.com

Comments: The PWS Board of Trustees has a prepared statement we would like to present

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

I have spoken to the Council on this issue before.

I have not spoken to the Council on this issue before.

Name: Sara Genta

Organization: _____

Address: 7116 SE 34th Ave Portland OR 97202

Phone: 503-772-3313

E-mail: _____

Comments: Please include mainstreet option
- funding for studies
coming from bigger gov. pot.

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: JERRY FOY
Organization: ST JOHN'S THE BAPTIST CATHOLIC Church
Address: 15242 56 FAIRBANKS AVE
Phone: 503-654-0144
E-mail: _____

Comments:

I AM OPPOSED TO THE TURENTIN ALIGNMENT

Date: August 7, 2007

Don't wish speak

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: JEANNE BUSCHBACH

Organization: _____

Address: 3212 PARK AVE - MILW 97222

Phone: 503-659-5046

E-mail: CJBUSCHBACH@GMAIL.COM

Comments:

I AM IN SUPPORT OF ADDING THE MAIN STREET ALIGNMENT BUT WILL NOT NEED TO SPEAK ON THE ISSUE

Date: August 7, 2007

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Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: Peter F Fry

Organization: _____

Address: 2153 SW Main #105

Phone: 503-2742744

E-mail: _____

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

I have spoken to the Council on this issue before.

I have not spoken to the Council on this issue before.

Name: MARY KING

Organization: CITIZEN

Address: 9877 SE 33rd Ave.

Phone: 503-654-2969

E-mail: maryking@spiritone.com

Comments: See correspondence

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: CARL HORN
Organization: DARK HORSE COMICS
Address: 10956 SE MAIN ST. MILWAUKIE OR 97272
Phone: 503.652.8815 x365
E-mail: carlh@darkhorse.com

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN OPPOSITION OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: Goran Samojlovski

Organization: The Active Group

Address: 10501 SE MAIN ST. #200

Phone: 503-546-9681

E-mail: _____

Comments: - Submitted letter outlining
oppositions as well as petitions from
over 50 employees

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have ^{EMAILED} spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: Lee Holzman

Organization: Reliable Credit Association, INC

Address: _____

Phone: 503 462 3000

E-mail: _____

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: DAVID NESTELLE

Organization: _____

Address: 16235 SE RAYNA CT MIWAUKIE OR 97267

Phone: 503 652 6164

E-mail: _____

Comments:

DO NOT PUT A COMMUTER TRAIN THROUGH MIWAUKIE

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN OPPOSITION OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: Jenn Ladd
Organization: Portland Mechanical Contractors
Address: 2000 SE Hawthorne Harveston
Phone: 503 656 7400
E-mail: jennl@portlandmechanical.com

Comments:

No !!!

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Nancy Hale
Organization: Portland Mechanical Contractors
Address: 240 SE Hanna Harvestor Drive
Phone: 503-680-7450
E-mail: _____

Comments:

No Light Rail Please!

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Kavi Bray
Organization: PMC
Address: 12363 SE Whitcomb Dr. #1 Milwaukie OR 97222
Phone: 503-866-4199
E-mail: kavib@portlandmechanical.com

Comments:

I am building a new home in the area and would not
like the rail to come thru here.

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

I have spoken to the Council on this issue before.

I have not spoken to the Council on this issue before.

Name: Mark Hettervig
Organization: Portland Mechanical
Address: 2000 SE Harry Harverson Dr.
Phone: 503-~~5~~ 656-7400
E-mail: _____

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: EDWARD SCHETTIG

Organization: _____

Address: 10400 SE COOK ST #86 MILWAUKIE

Phone: 503-329-3048

E-mail: ESCHETTIG@HOTMAIL.COM

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Scott Allie
Organization: Dark Horse Comics
Address: 10956 SE Main
Phone: 503 233 2251
E-mail: scott@scottallie.com

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Candy Manzaneres

Organization: PMC

Address: 2000 SE Hanna Harvest Dr. Milw-97222

Phone: 503-656-7400

E-mail: Candy m @ portland mechanical .com

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: RANDY STRADLEY

Organization: _____

Address: 2915 SE LONG St. PORTLAND 97202

Phone: 503-905-2323

E-mail: r.stradley@comcast.net

Comments: DON'T LET LIGHT RAIL DESTROY DOWNTOWN.

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Neil Hankerson
Organization: DARK HORSE Comics
Address: 10956 SE MAIN
Phone: 503-905-2320
E-mail: neilh@darkhorse.com

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

I have spoken to the Council on this issue before.

I have not spoken to the Council on this issue before.

Name: MIKE RICHARDSON

Organization: DARK HORSE

Address: 10956 MAIN

Phone: 657-8815

E-mail: MIKER@DARKHORSE.COM

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: MICHAEL MARTENS

Organization: _____

Address: 411 NEDAVIS

Phone: 503 236-7918

E-mail: macvooty@concrat.net

Comments:

Lia Ribacelli

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: LIA RIBACELLI
Organization: _____
Address: 6811 N. BURBANK AVE. APT. 97212
Phone: _____
E-mail: lia@darkhorse.com

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Rachel Edidin

Organization: Dark Horse Comics

Address: # 3309 SE 13th Ave #1 Portland, OR 97202

Phone: 503-545-8089

E-mail: rachel@darkhorse.com

Comments:

I don't want to ~~step~~ speak but
would like to register my opposition to
the Main St. Alignment.

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

I have spoken to the Council on this issue before.

I have not spoken to the Council on this issue before.

Name: CARY GRAZZINI

Organization: DARK HORSE COMICS, INC.

Address: 1095G SE MAIN STREET

Phone: (503) 652-8815

E-mail: caryg@darkhorse.com

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Jay Higgins
Organization: Resident
Address: 10920 S.E 29th Apt 9
Phone: _____
E-mail: _____

Comments: Like the City the
way it is.

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: JOHN R. WOODS
Organization: PORTLANDS MECHANICAL
Address: _____
Phone: _____
E-mail: _____

Comments:
I OPPOSE THE LIGHT RAIL GOING THRU MAIN STREET

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: CHRIS WARNER
Organization: DARK HORSE COMMS
Address: 2603 SE 35th PLACE, PORTLAND OR 97202
Phone: 503-232-3494
E-mail: chrisw@darkhorse.com

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: RAMSIN EIWAZPOUR-Adel
Organization: LIBBIES Adel INC.
Address: 11056 Southeast main Street Milwaukee
Phone: 653 2044
E-mail: _____

Comments:
It will Hurt all the independent Businesses
in Milwaukee

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: CHERYL GAFFNEY
Organization: LIBBIE'S
Address: 11056 SE MAIN ST
Phone: 503-653-2044
E-mail: _____

Comments:

DO NOT DESIRE THIS AT ALL
Milwaukee needs independent businesses to
survive. This is important for low community
I DO NOT WANT TO SPEAK

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Ray Teck

Organization: Wind Horse Coffee

Address: 10611 SE MAIN

Phone: 659-1000

E-mail: windhorsecoffee@yahoo

Comments:

A oppose a Main street rail system.

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN OPPOSITION OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: MARK EIDEM

Organization: Portland Mechanical

Address: 2000 SE Hanna Harvester Dr.

Phone: 503-209-7093

E-mail: _____

Comments:

This would impact several hundred people's livable hood
Not ~~just~~ also would impact several businesses Not only
in Molokanie / Portland But other cities in OR, WA, ID.

Date: August 7, 2007

I DO NOT wish to speak

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN OPPOSITION OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

I have spoken to the Council on this issue before.

I have not spoken to the Council on this issue before.

Name: Brenda Hoffman

Organization: Portland mechanical Contractors

Address: _____

Phone: _____

E-mail: _____

Comments:

The light rail would ruin the city of
Milwaukie. Street cars would be
better mode of transportation in the downtown
city itself, NO LIGHT RAIL!!!

Date: August 7, 2007

I DO NOT WISH TO SPEAK

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: ROSALIND MORIN

Organization: _____

Address: 3309 SE 13th Ave #1 Portland 97202

Phone: 503 545 8086

E-mail: _____

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Reggy Dell
Organization: Urban Best
Address: 11056 SE Main St
Phone: 503 653-2044
E-mail: _____

Comments: I Don't want to speak
You will tear up what tradition
milwaukee has left - I# work here & would
like it to stay the same

I DO NOT WISH TO SPEAK

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN OPPOSITION OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: Terry Renoe
Organization: Portland Mechanical
Address: 2000 SE Hanna Harvester Milw
Phone: 503-656-7400
E-mail: _____

Comments:
The beautiful city of Milwaukie would be destroyed by light rail going down main street - Our bldg would be
gone - Do not wish to lose it!

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

I have spoken to the Council on this issue before.

I have not spoken to the Council on this issue before.

Name: Samantha Robertson

Organization: Dark Horse Comics

Address: ~~10200~~ 10956 SE main st.

Phone: 503-905-2332

E-mail: samantha@darkhorse.com

Comments:

Don't wish to speak.

Date: August 7, 2007

Do not need to speak

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN OPPOSITION OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
- I have not spoken to the Council on this issue before.

Name: DAVID SCROGGY

Organization: _____

Address: 3742 S.E. Glenwood St. PDX 97202

Phone: (503) 774-5393

E-mail: dscroggy@ipho.com

Comments: have written previously - do not
need to speak

Date: August 7, 2007

I do not wish to speak

Agenda Item #6.B -- Light Rail Main Street Option Discussion

**I WISH TO SPEAK IN OPPOSITION OF ADDING THE
MAIN STREET ALIGNMENT TO THE SDEIS**

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: Miles Stokes

Organization: Dark Horse Comics

Address: 3309 SE 13th Ave. #1, Portland, 97202

Phone: 503-545-8086

E-mail: miless@darkhorse.com

Comments:

Date: August 7, 2007

Agenda Item #6.B -- Light Rail Main Street Option Discussion

I WISH TO SPEAK IN OPPOSITION OF ADDING THE MAIN STREET ALIGNMENT TO THE SDEIS

- I have spoken to the Council on this issue before.
 I have not spoken to the Council on this issue before.

Name: RAUPH RIGDON

Organization: PRIVATE CITIZEN

Address: 2417 SE. SILVER SPRING RD - MILWAUKEE - WI 53222

Phone: 503-654-2335

E-mail: _____

Comments: STOP LIGHT RAIL AT SOUTH GATE PARK

AND RIDE. DO NOT COME INTO DOWNTOWN MILWAUKEE
THE QUIET DAYS & NIGHTS WILL BE GONE FOREVER



12205 SE 31 PL., APT-125
 Milwaukie, OR.
 97222-8620

Mayor James Bernard,
 Milwaukie City Council Members,

August 7, 2007

Re: Memorandum of Understanding for the
 Texico site development.

I am suggesting a statement should be added to the MOU that stipulates, at the end of construction a period of one week should be designated as an exterior inspection period for the general public to inspect the quality of workmanship and materials. A site for written comments should be at the library or left at city hall. No design changes would be considered. The comments would be passed onto the developer for corrective action if deemed necessary. Any comments should be made public at the next regular City Council session.

Due to the worsening of the real estate situation, main street properties, should have to put up a bond to ensure completion of the project. The city should also be given the "Right of First Refusal", to buy back the site if things don't work out as planned due to future economic conditions.

Sincerely,

David L. Helms

503-654-1101

dauidoregon7@hotmail.com



To: Mayor and City Council
From: Pat DuVal
Subject: Additional Correspondence for Light Rail Main Street Option Discussion
Date: August 7, 2007

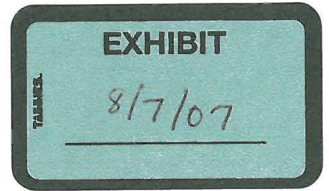
The attached correspondence was submitted at the City Council meeting on August 7, 2007.

Correspondence Regarding Light Rail Alignment

No.	Date	Type	Name
1.	8/7/2007	Letter (2 pages) Petition (6 pages)	Goran Samojlovski, President, Active Group
2.	Undated	Article (2)	ORTEM submitted by Craig Flynn

THE ACTIVE GROUP

ACTIVE CREDIT SERVICES INC.
ACTIVE TELESOURCE INC.



Full Spectrum Customer Relations & Receivables Management



August 7, 2007

City of Milwaukie
City Counsel – HAND DELIVERED

Re: LPA Light Rail Alignment

Dear Counsel Members,

My name is Goran Samojlovski and I am the president of the Active Group which consists of two businesses, Active Credit Services, Inc., and Active TeleSource, Inc. Collectively we employ approximately 100 employees at our location at 10501 SE Main St.

I am writing to you in opposition to any locally preferred alternative alignment for light rail that would include bringing the train into Milwaukie through and down Main Street.

Although I have some very legitimate concerns regarding disruption to my own business, I believe the idea of bringing the train into Milwaukie down Main Street is bad for Milwaukie for these reasons.

- 1) Community - When we located our businesses to Milwaukie, we were attracted to the sense of community we felt and continue to feel, along with the plans that were in place to revitalize and grow Milwaukie. Some of the plans I have heard regarding the waterfront are very exciting. Many of my employees frequent many of the shops and restaurants here and this is a major selling point in attracting employees. I have been looking forward of the new "downtown" Milwaukie coming over the next few years. My fear is that in the event the train goes directly through the middle of town, it will destroy the sense of community that Milwaukie is attempting to create, and will in affect divide the town in two; one side of the tracks versus the other. Further, although I am no expert, I can imagine the construction of the rail and the disruption to the downtown as a whole will have some significant economical impact on the community.

In past rail constructions, and I recall the Yamhill Market area specifically, some businesses didn't survive. If that should happen, it could create a domino affect on other businesses as these local amenities are necessary and are considered by employees when choosing a place to work. I could see downtown being a "dead zone" as it may not fully recover from the major construction to it's downtown, thus becoming relegated to a mere start and stop point for people going everywhere but downtown Milwaukie.

- 2) Parking – Is a big problem in the area. It was a problem a few years ago and with the development of the North Main condo's has further taxed the parking situation. If the rail comes through Main Street, it will further exacerbate the problem. The rail will all but eliminate any options Milwaukie would have to expand the much needed parking relief for the downtown area.
- 3) Cost – It would seem so much more expensive to construct the rail down Main Street then that of the Portland Traction right of way option. When you consider all of the costs associated including the costs of business disruption and closures that will happen, I can't imagine bringing the train down Main Street pencils out.

In closing, thank you for allowing me to be heard, I have also brought petitions signed by approximately 50 of our employees demonstrating their opposition to this alternative that I will leave for you today. I realize it is a difficult situation and not everyone will be happy, but I think using the Portland Traction right-of-way makes the most sense to Milwaukie as a whole.

Sincerely,



Goran Samojlovski
President

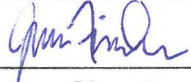


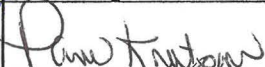


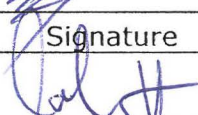
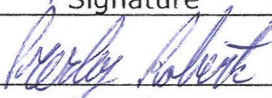

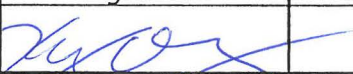
The Active Group
Active TeleSource, Inc.
Active Credit Services, Inc.

EXHIBIT

8/7/07

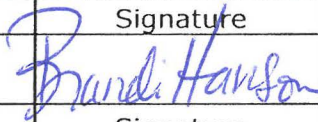

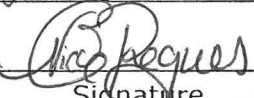
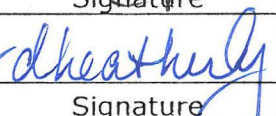
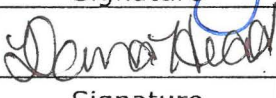
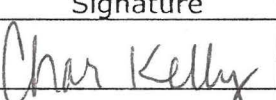
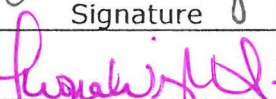
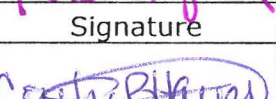
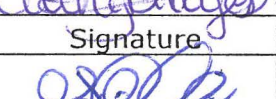

Concerned Milwaukie Employees & Citizens for the LPA Light Rail Alignment

We, the undersigned, support the Locally Preferred Alternative alignment for the light rail. We believe that using the Portland Traction right-of-way makes the most sense for the passage of light rail through Milwaukie.

Print Name	Address	City	Signature	Email Address	Phone number
Jason Fincher	211 W. Franklin	Newberg			(503)481-6503
Christina Montalvo	6049 NE Simpson	Portland			(503)449-3316
Jason Pickle	9009 SE Casey Ave	Portland			971-998-7745
Pam Knutson	15144 SW Kilchis Ct	Beaverton			503 336-0832
Andrew Krizer	16405 E. Burnside # 220	Portland		u-reality@ hotmail.com	503-490-9021
MAX HUNGER	225 NE HYDE CIRCLE	HILLSBORO		MHUNGER@GMAIL.COM	503-693-1937
John Wright	15016 SW Barielma way	Beaverton			(503)520-9647
Presley Roberts	5590 SW Murray Blvd	Beaverton			971-109-3759
Daphne Fred	8018 SE Boise St	Portland			503-856-5196
Kelly O'Ryan	3059 35 th St.	Portland			(503)458-0085

Concerned Milwaukie Employees & Citizens for the LPA Light Rail Alignment

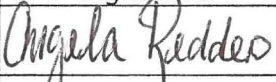
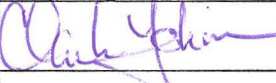
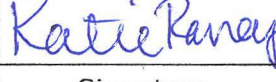
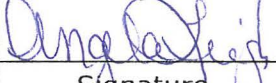
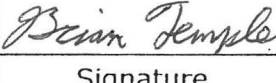
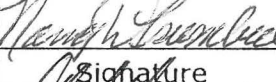

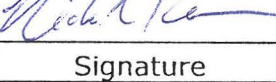
We, the undersigned, support the Locally Preferred Alternative alignment for the light rail. We believe that using the Portland Traction right-of-way makes the most sense for the passage of light rail through Milwaukie.

Print Name	Address	City	Signature	Email Address	Phone number
Brandi Hanson	34063 Sykes Rd	St Helens		bl.hanson@theacchivegroup.biz	503-292-2077 ext 332
Jan Parsons	9205 SE CLACKAMAS #72	CLACKAMAS		billybang3@NETZERO.com	503.282.2021
Nicole Pegues	14018 SE Arista Drive	Milwaukie		grizzlybait@yahoo.com	541-968-7130
Debbie Heatherly	300 NE 104th Ave #90	Vancouver		ds.heatherly@theacchivegroup.biz	503-292-2077 text 332
Dana Head	9700N Fairhaven	Portland		dhead118@sprintpcs.com	503 806 6346
Char Kelly	10433 SE COOK #137	Milwaukie		candtkelly@msn.com	503-840-5584
Twoma Wright	15767 SE ANDEREGG PKWY	DAMASCUS		twoma200@hotmail.com	503-984-8326
Courtney Hayes	1510 S.E. Sunnyside Rd #35	Clackamas		courtneybrooke@aol	503-866-2082
Gary Chamberlain	6603 SW Butte-Hills Hwy #141	Portland		sjswarm@yahoo.com	503 329-9446
Phil Thomas	13247 Moccasin Way	Oregon City		Bl.Baker@kndmngg	503 292-2077 182

EX 3535

Concerned Milwaukie Employees & Citizens for the LPA Light Rail Alignment

We, the undersigned, support the Locally Preferred Alternative alignment for the light rail. We believe that using the Portland Traction right-of-way makes the most sense for the passage of light rail through Milwaukie.

Print Name	Address	City	Signature	Email Address	Phone number
Angela Redden	1679 Pine St	Lake Oswego		afirestarter@yahoo.com	503-292-2077 ext 6013
Clark Yokum	8770 N. Geneva Ave	Portland		clark.yokum@yahoo.com	503-292-2077 ext 6046
Katie Raney	19753 River Rd. Apt. G	Gladstone		katie.raney@comcast.net	503-292-2077 EX.6018
Angela Leigh	18770 Bountynst.	Oregon City		Stubby.44@hotmail.com	503 655-9839
Brian Temple	7024 N. ARMOUR ST	Portland		gymeye.tavis@yahoo.com	503-285-3508
Nancy Trumbull	14866 SE Tarpot Ct	(to pp.) Valley		trumbullnancy@comcast.net	503-805-3078
ALBERTO GARCIA	4400 SE NAEF RD-A30	OAK GROVE		ALBERTOGARCIA503@GMAIL.COM	971-344-1677
NICOLAS FAVAZZA	6824 SE 63RD AVE	PORTLAND		HELPSUP@EARTHLINK.NET	503 756 7795

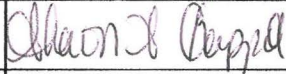
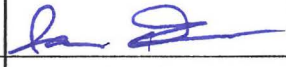
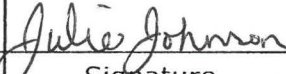
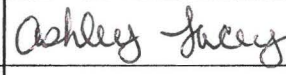
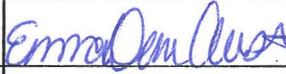
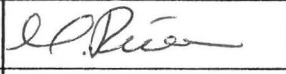
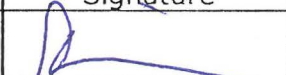

Concerned Milwaukie Employees & Citizens for the LPA Light Rail Alignment

We, the undersigned, support the Locally Preferred Alternative alignment for the light rail. We believe that using the Portland Traction right-of-way makes the most sense for the passage of light rail through Milwaukie.

Print Name	Address	City	Signature	Email Address	Phone number
Violet M. O'Neil	14915 SE Kronberg	Milwaukie	Violet M O'Neil		503-654-4829
Print Name	Address	City	Signature	Email Address	Phone number
FATEKH FAWAZ	15910 SE WALLACE	MILWAUKIE	FATEKH FAWAZ		503-484-6027
Print Name	Address	City	Signature	Email Address	Phone number
Karen Hoppe	6825 SE Tenino	Port.	Karen Hoppe	B.K.Hoppe at Yahoo	503-7751782
Print Name	Address	City	Signature	Email Address	Phone number
Ladonna Haeckel		Oregon City	Ladonna Haeckel		
Print Name	Address	City	Signature	Email Address	Phone number
Elizabeth Richard	Portland	Portland	Elizabeth Richard		971-212-3077
Print Name	Address	City	Signature	Email Address	Phone number
Jennifer Junior	1504 SE Center St	Portland	Jennifer Junior		503-851-3836
Print Name	Address	City	Signature	Email Address	Phone number
Print Name	Address	City	Signature	Email Address	Phone number
Print Name	Address	City	Signature	Email Address	Phone number
Print Name	Address	City	Signature	Email Address	Phone number

Concerned Milwaukie Employees & Citizens for the LPA Light Rail Alignment

We, the undersigned, support the Locally Preferred Alternative alignment for the light rail. We believe that using the Portland Traction right-of-way makes the most sense for the passage of light rail through Milwaukie.

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Why Light Rail Is Wrong for Clackamas

Published by ORTEM. For more information, see ortem.org and americandreamcoalition.org.

Light Rail Does Not Reduce Congestion

Portland's light rail carries only about 1 percent of passenger travel in the Portland area, which is not enough to make a difference on our crowded roads. If anything, new light-rail lines add to congestion when they run in or cross streets.

Rail advocates love to brag that Portland's transit ridership grew by almost 60 percent in the 1990s. What they fail to mention is that TriMet ridership grew by 180 percent in the 1970s, when the agency was running only buses. This is because TriMet was able to improve bus service throughout the region.

Light rail is an extremely expensive way to improve service in only a few corridors. Due to the high cost of light rail, TriMet cannot make many improvements in bus service, and at times has had to reduce bus service to pay for rail cost overruns.

In 1980, 9.8 percent of all commuters in the Portland area rode transit to work. Today, thanks to the high cost of light rail, only 7.6 percent of Portland-area commuters ride transit to work. How does that relieve congestion?

Light Rail Does Not Save Energy

A light-rail car may use less energy per passenger than an equally loaded bus. But light rail does not reduce the number of miles of bus operations. Instead, TriMet changes corridor buses that once took people directly to their destinations to feeder buses, which require people to change to the light-rail line.

These feeder buses are necessary for transit-dependent people. But most people end up driving to the light-rail stations, so the feeder buses run emptier than the corridor buses they replaced. The result is that the transit system as a whole consumes more energy and emits more greenhouse gases than before the light-rail line opened.

- After TriMet opened the light-rail line to Gresham, its energy consumption per passenger mile increased by 5 percent, and its CO₂ emissions per passenger mile increased by 13 percent.
- After TriMet opened the light-rail line to Hillsboro, its energy consumption per passenger mile increased by 7 percent, and its CO₂ emissions per passenger mile increased by 11 percent.

This does not even count the huge energy cost required to build light rail. It costs energy to build roads, too, but

because roads are so much more heavily used than transit, the energy cost of roads per passenger mile is far lower than for rail transit.

Light Rail Does Not Stimulate Development

Rail advocates claim that light rail stimulates billions of dollars of improvements and redevelopment. Even if you want five-story apartment buildings and mixed-use developments in your neighborhood—which most people do not—light rail does not do a very good job of stimulating such development.

In 1986, when Portland opened its first light-rail line, the city rezoned all the land near light-rail stations for high-density, transit-oriented development. Ten years later, planners reported to the city council that not a single development of this sort had been built.

"It is a myth to think that the market will take care of development along transit corridors," said Portland City Commissioner Charles Hales. Hales proposed to subsidize such developments with property tax breaks and a variety of other subsidies.

To date, Portland has given close to \$2 billion in subsidies to developers in the Pearl District, the South Waterfront District, the airport, on Interstate Avenue, and in other areas served by light rail or streetcars. Gresham, Beaverton, and other cities have also subsidized development near light-rail stations. It is these subsidies, not the rail lines, that have stimulated development.

Light Rail Is Not High-Capacity Transit

Rail advocates like to claim that rail lines can carry as many people as an eight-lane freeway. But, other than New York subways, no rail line in the country comes close to carrying as many people as even one freeway lane.

The average mile of Portland-area light-rail line carries less than 20 percent as many people per day as the average mile of Portland-area freeway lane. Yet light rail costs far more to build than a freeway lane.

Buses Are Better than Rail

Portland replaced its streetcar system in the 1950s for a good reason: buses are faster, more flexible, and cost less than rail. Studies show that transit riders don't care

whether the vehicle they are riding on has rubber tires or steel wheels. They care instead about the quality of service. When TriMet improved bus service on the #33 McLoughlin bus in 2000, it gained 20 percent more riders.

Buses can run more frequently than rail, they can run as fast or faster than rail, and they can serve more neighborhoods than rail, all at a far lower cost. Buses can also move more people: a bus lane can move ten times as many people as a light-rail line.

Light Rail Is a Tragic Waste of Money

The Sellwood Bridge is so badly deteriorated that it has been closed to bus and truck traffic; several other bridges in the Portland area are also overdue for replacement; and Metro claims it doesn't have the money to relieve congestion at some of the worst bottlenecks in the Portland area. At times like these, spending money on light rail is a tragic misplacement of priorities.

Because of the high cost of light rail, Portland is spending well over half of its transportation dollars on a transit system that carries less than 2.5 percent of all travel (including both buses and rail). The result is that your time is wasted in traffic and your car wastes fuel and emits more pollution. Portland should spend money on actions that will relieve congestion, not make it worse.

Sources

Data in this fact sheet come from the U.S. Department of Transportation's reports, *Highway Statistics* and *National Transit Database*, and from the U.S. Department of Energy report, *Transportation Energy Data Book*. All of these reports are available on line.

EXHIBIT
8/7/07



Portland-Milwaukie Light Rail Project

Downtown Milwaukie Workshops Summary SE Main Street/SE 21st Avenue

AUGUST 2007





Portland – Milwaukie

LIGHT RAIL PROJECT

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Rod Park, District 1
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Robert Liberty, District 6

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Sam Adams, City of Portland
Jim Bernard, City of Milwaukie
Fred Hansen, TriMet
Alice Norris, City of Oregon City
Lynn Ann Peterson, Clackamas County Board of Commissioners
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Portland-Milwaukie Light Rail Project Citizen Advisory Committee

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David Aschenbrenner	Joanna Jenkins
Mike Bolliger	Michole Jensen
Valerie Chapman	Theresa Langdon
Barbara Dimick	Lance Lindahl
David Edwards	Rod McDowell
Lisa Ferguson	Susan Pearce
Michael Gebhardt	Nicole Peterson
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INTRODUCTION

This report

This report and the previous report (*Downtown Milwaukie Alignments Review*) are in response to Milwaukie Mayor Jim Bernard's request to the Portland-Milwaukie Light Rail Project Steering Committee for an opportunity to explore light rail alignments in downtown Milwaukie. The Mayor's requests respond to public requests. The previous report considered alignments on SE McLoughlin Boulevard and/or SE McLoughlin Boulevard and SE Main Street. This report illustrates potential light rail alignments along SE Main Street and/or SE Main Street and SE 21st Avenue.

Illustrations of SE Main Street light rail alignment options are provided in the following two configurations:

- Light rail adjacent to or within the public right of way of SE Main Street
- A light rail couplet on SE Main Street and SE 21st Avenue.

Also included in this report are illustrations of the adopted Locally Preferred Alternative, which, along with the Working Group Alignment, use the Tillamook Branch rail right of way through downtown Milwaukie.

The question the Mayor of Milwaukie has asked is: Should the City of Milwaukie request that an additional light rail alignment option on SE Main Street or SE Main Street and SE 21st Avenue be added to Metro's Supplemental Draft Environmental Impact Statement (SDEIS) analysis?

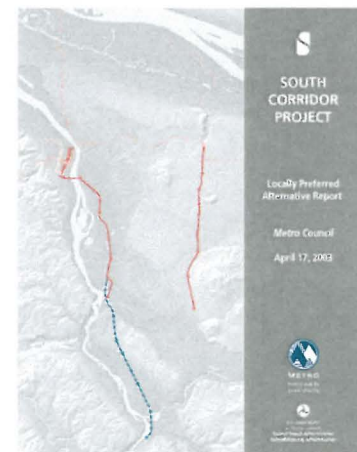
Background

Since the 1980s numerous studies have concluded that there is a need for high capacity transit service in the Portland to Milwaukie corridor.

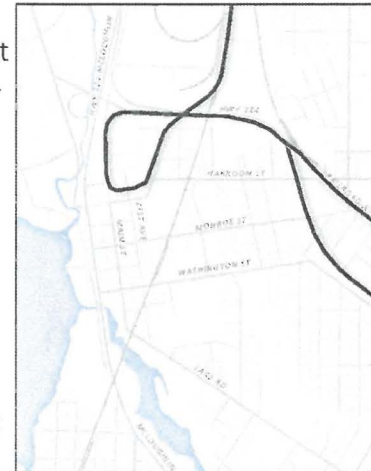
Early Studies - Between 1990 and 1996, Metro studied multiple light rail alignments in downtown Milwaukie including alignments on portions of SE McLoughlin Boulevard, SE Main Street, SE 21st Avenue, Highway 224, SE Harrison Street, SE Monroe Street, SE Washington Street, and SE Railroad Avenue. Metro conducted technical analysis of all the options in conjunction with community meetings before selecting a Locally Preferred Alternative (LPA). The LPA include a loop

alignment around the former Safeway site, along the Tillamook Branch rail right of way, to SE Main Street and onto Highway 224. The LPA was adopted in 1998 following votes from local jurisdictions, including the City of Milwaukie.

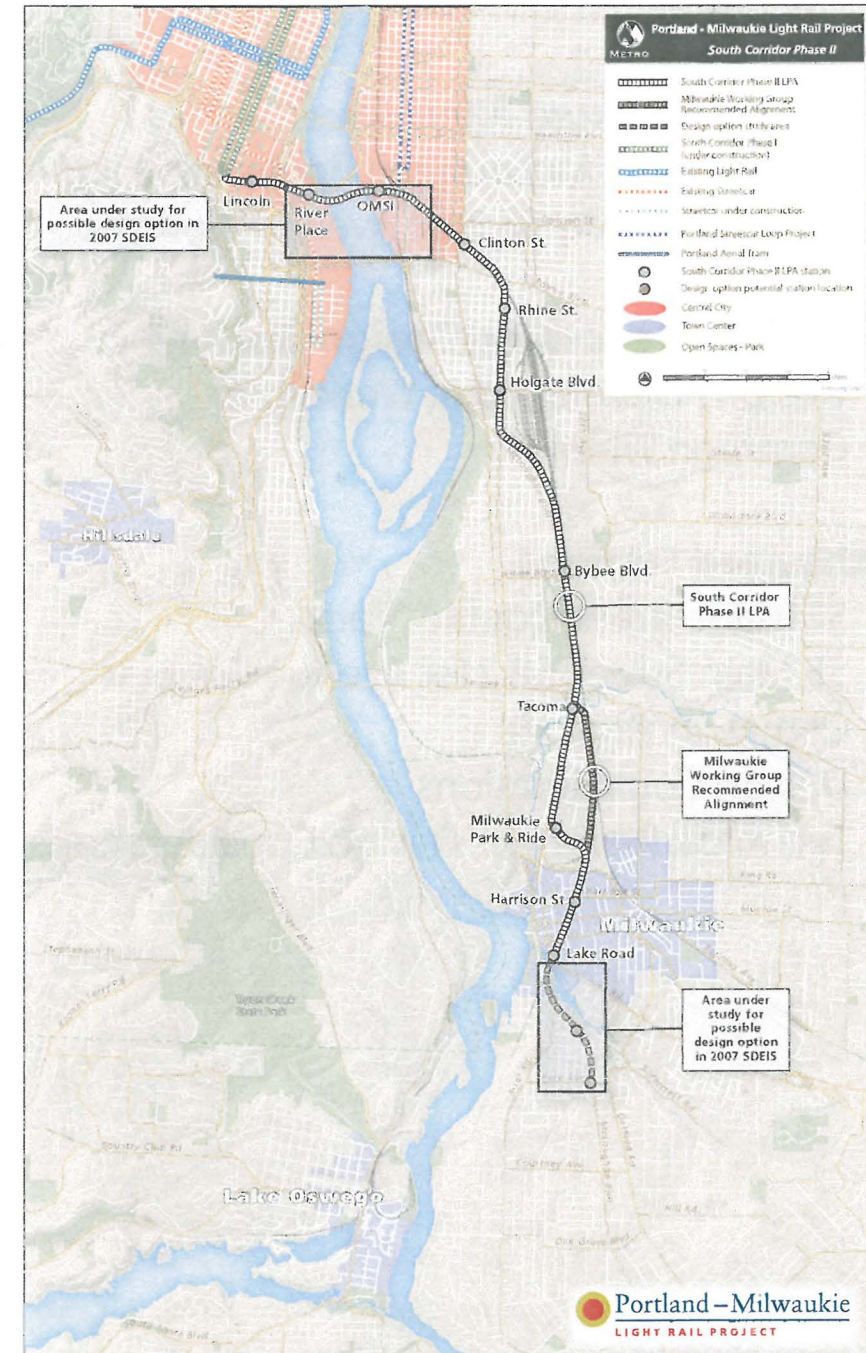
Tillamook Branch Alignment – between 1999 and 2001, Metro completed an alternatives analysis on a wide range of transit options for the South Corridor. Commuter rail, busway, bus rapid transit and light rail options were studied. In 2001, the chairs of Milwaukie's neighborhood associations requested an alignment that located a transit center at the former Southgate Theater site and crossed over to the Tillamook Branch right of way as it moved south into downtown. It included a station at SE Harrison Street behind the former Milwaukie Junior High School (now Portland Waldorf School). Milwaukie neighborhoods and the City Council co-hosted a town hall to discuss this alignment and gather additional alignment ideas. In 2002, Metro completed a Supplemental Draft Environmental Impact Statement (SDEIS) that included the Tillamook Branch Alignment as proposed and discussed by the community.



This process culminated in the adoption of a two-phased Locally Preferred Alternative (LPA) in 2003, after an approval vote from the City of Milwaukie and other project partners. Phase I included light rail on the transit mall in downtown Portland and along the I-205 corridor between Gateway and Clackamas Town Center. Phase II was a light rail alignment between Portland and Milwaukie.



1998 adopted LPA



2003 adopted LPA with Milwaukie Working Group alignment

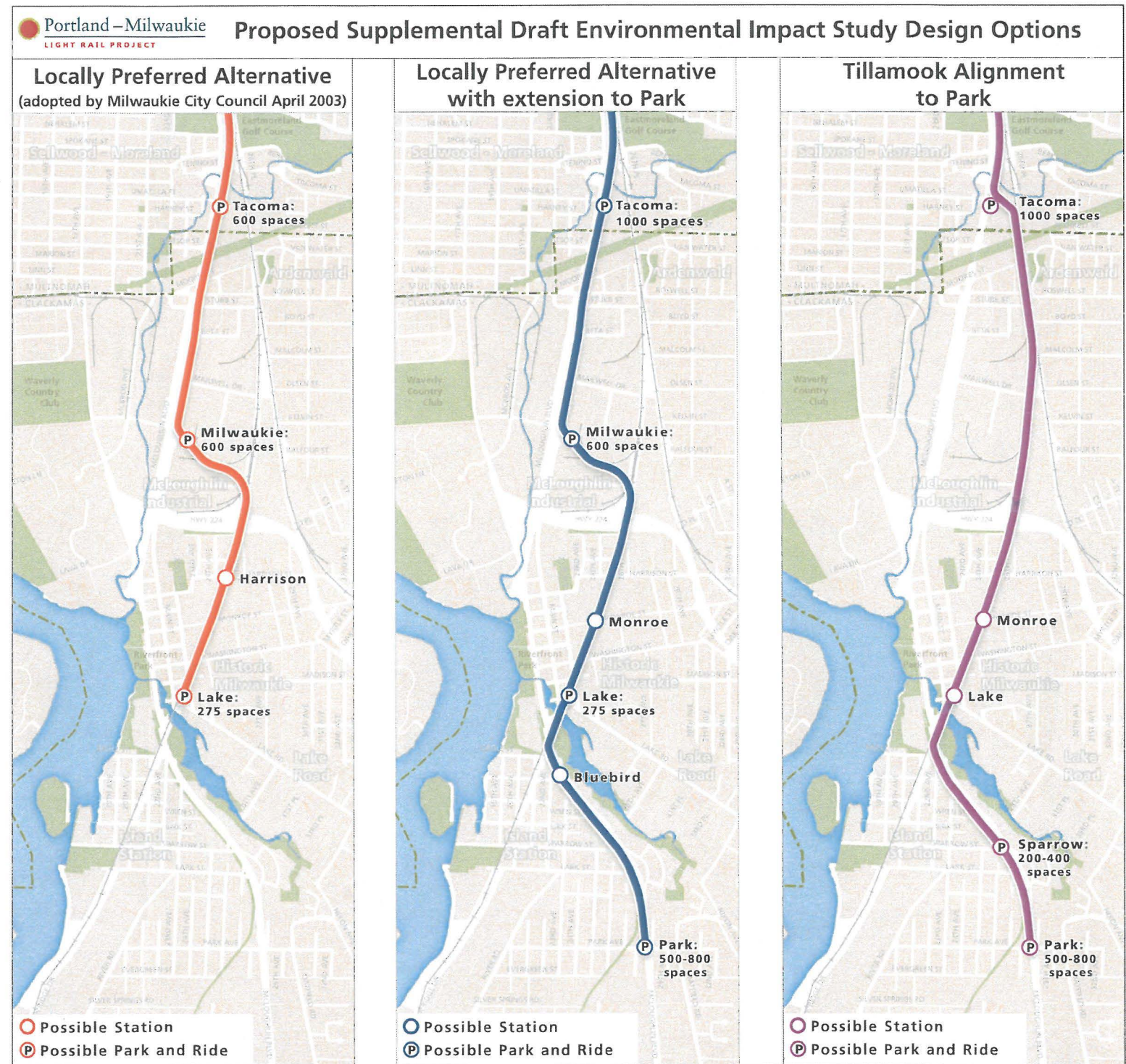
In response to business concerns about potential impact to truck access in the North Industrial area, Milwaukie City Council established a Working Group that included neighborhood representatives. The Working Group reaffirmed use of the Tillamook Branch Alignment north of and through downtown. They proposed relocation of the park and ride from the Southgate site to a location south of Kellogg Lake. Milwaukie City Council adopted the alignment but learned later that the property at Kellogg Lake was unavailable.

Current Process – With construction of the I-205/Portland Bus Mall LRT Project underway, the region is commencing a new SDEIS on the Phase II alignment between Portland and Milwaukie. The SDEIS is required to review portions of the LPA that are new or have not been reviewed in several years. In preparation, a refinement study was undertaken to consider, at a conceptual level, whether changed conditions warrant the inclusion of design options in the upcoming SDEIS.

During the refinement phase, a light rail extension south of downtown Milwaukie along McLoughlin Boulevard to Park Avenue was considered as an extension to both the LPA and the Working Group's Tillamook Branch Alignment. This extension allows for a new terminus location and park and ride in place of the unavailable Kellogg Lake site. Public comment was solicited on alignment, park and ride and station location choices. This input, along with technical criteria, was used to develop specific options for study in the SDEIS.

It was recommended that both the Milwaukie Working Group alignment along the Tillamook Branch right of way and the adopted LPA, together with the extension to Park Avenue, be studied further in the SDEIS. The design options are intended to allow further study of key choices in terms of alignment, locations and amount of park and ride capacity and stations.

For more background, please refer to the *Refinement Report* and the *Downtown Milwaukie Alignments Review* report.



TOTAL PARK AND RIDE: 1475

TOTAL PARK AND RIDE: 2375 - 2675

TOTAL PARK AND RIDE: 1700 - 2200

These station and park and ride locations are proposed for study in a SDEIS. The final alternative could incorporate elements from several options. May 2007

Refinement Report recommended options

LOCALLY PREFERRED ALTERNATIVE



REVIEW OF SE MCLOUGHLIN BOULEVARD ALIGNMENTS

On May 14th, 2007, in response to concerns recently raised about potential impacts of light rail in downtown Milwaukie, Mayor Bernard asked the Portland-Milwaukie Light Rail Project Steering Committee to allow the Milwaukie community to consider adding a fourth alignment to the SDEIS study, one that would use SE McLoughlin Boulevard and/or SE Main Street through downtown.

The Mayor identified four groups with a special interest in Main Street and McLoughlin Boulevard: the Riverfront Board, the downtown business community, the North Industrial Business community and the Planning Commission. These four groups were asked for their views on including a SE McLoughlin Boulevard and/or SE Main Street alignment in the upcoming study. The Planning Commission was singled out as the place where schools, neighborhoods and citizens could contribute opinions.

Mayor Bernard specifically asked that these groups discuss new alignment options thoughtfully in order to honor past processes and agreements about light rail in Milwaukie. Over the years that light rail has been discussed in Milwaukie, many people have expressed strong views about the location of the alignment. The Mayor did not want to jeopardize trust or alienate any stakeholder groups. Each group was asked to consider two questions:

Question 1. Does a large cross-section of the community support the inclusion of a SE McLoughlin Boulevard and/or SE Main Street alignment in the South Corridor Phase II SDEIS study?

Question 2. Does a SE McLoughlin Boulevard and/or SE Main Street alignment have merit with regard to downtown's future economic development, urban design and revitalization?

Riverfront Board, North Industrial and Downtown Business Meetings

After reviewing information about potential light rail alignments and discussing the Mayor's questions, the Riverfront Board voted six to one against adding any additional light rail alignment on SE McLoughlin Boulevard, citing concern over the impact on the Riverfront Park and noting that their primary mission is to reconnect downtown and the riverfront. The North Industrial and downtown business and property

owners do not have formal associations and therefore did not take a vote or make a formal joint statement about the alignment options. Several, however, spoke at the meetings and testified before the Planning Commission.

North Industrial representatives were uniformly concerned that rail spurs not be harmed, under any alignment. One large business representative commented that the possible new alignment could complicate the use of the Tillamook Branch for light rail in the North Industrial District, which the businesses in the district strongly prefer.

Planning Commission Public Forum

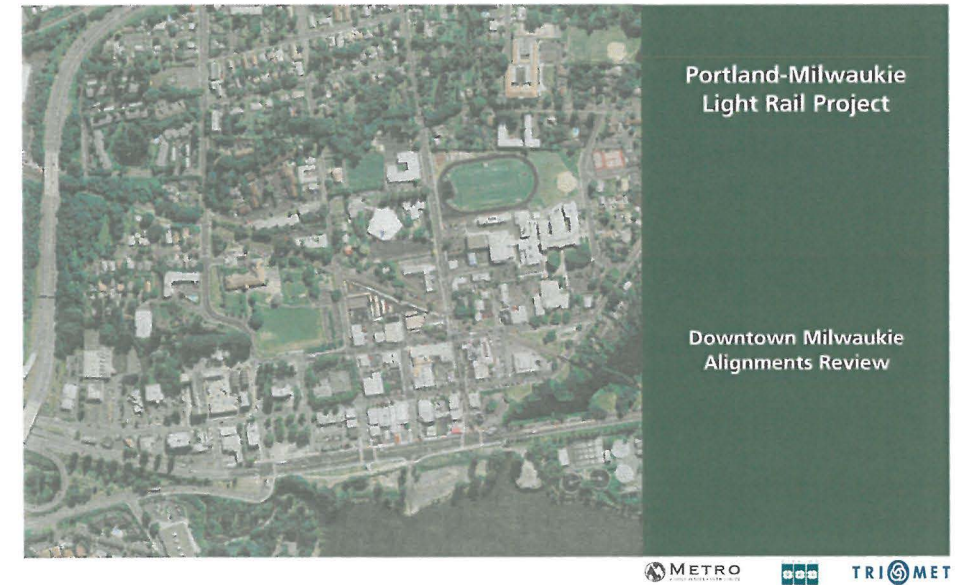
On June 12th and 14th 2007, Planning Commissioners participated in a Public Forum to consider questions posed by Mayor Bernard regarding the potential to add a fourth alignment to the South Corridor Phase II SDEIS study. Six commissioners participated; one commissioner recused himself. At the end of the Public Forum the Planning Commissioners stated their answers to the two questions posed by Mayor Bernard:

Question 1: No – 2, Yes – 2, Don't Know- 2

The Planning Commissioners were split as to whether a large cross-section of the community supported further study of an alignment along SE McLoughlin Boulevard and/or SE Main Street. The commissioners agreed that they had heard from a large number of people, approximately 170 verbal and/or written comments. However, they disagreed as to whether this represented a broad cross-section of the community. Several commissioners noted that a large majority of those interested in studying an additional alignment were associated with the Portland Waldorf School or others located immediately adjacent to the Tillamook Branch right of way. One commissioner noted that public comments focused on a number of concerns about placing light rail on the Tillamook Branch right of way. Very few speakers, however, provided positive reasons about what makes SE McLoughlin Boulevard a great (or better) location for light rail to operate.

Question 2: No – 1, Yes – 5

Five planning commissioners stated that a SE McLoughlin alignment did not merit further study due to the significance of traffic impacts and impacts on the Riverfront Park. One commissioner stated that a



The Downtown Milwaukie Alignments Review provided technical review on three alignments:

- McLoughlin Boulevard, west alignment
- McLoughlin Boulevard, center alignment
- McLoughlin Boulevard/Main Street couplet

SE Main Street alignment did not merit further study. Five commissioners thought that some additional exploration of the idea of light rail on SE Main Street or perhaps SE Main Street and SE 21st Avenue could be worthwhile.

Milwaukie City Council Action

Based on recommendations from the Milwaukie Planning Commission and Riverfront Board, and input at the Planning Commission forums and meetings with the Downtown and North Industrial businesses, Milwaukie City Council voted on July 3, 2007 to remove a SE McLoughlin Boulevard light rail alignment from consideration and instead focus on determining whether there is an alignment along SE Main Street or SE Main Street and SE 21st Avenue that merits further consideration. In response to this, Mayor Bernard drafted a letter to Milwaukie City Council that proposed two workshops to be held in July 2007 to define a SE Main Street or SE Main Street and SE 21st Avenue design option.

SE MAIN STREET / SE 21st AVENUE WORKSHOPS

At the July 9, 2007 Steering Committee meeting, Mayor Bernard requested that the Steering Committee allow project staff to work with the City of Milwaukie to explore the validity of additional options on SE Main Street and SE Main Street /SE 21st Avenue. The Mayor outlined the proposed process whereby two community workshops would be held and the City Council would discuss the results at an August 7 work session. He indicated that he would bring a final recommendation to the Steering Committee in August about whether to add a specific design option to the SDEIS. The Steering Committee accorded the Mayor the review time requested.

The Mayor asked community members to participate in a timely manner and with honest intentions, honoring past processes and recognizing the importance of carefully considering investments that will impact the whole Milwaukie community and its future. Realizing that general alignment ideas won't suffice, he asked that people come to the workshops ready to do the hard work of developing specific design options and considering the opportunities, constraints and issues associated with each one.

The project team hosted two public workshops on July 18 and July 26 and invited community members to identify potential alignments and to discuss the trade-offs between the alignments.

The Milwaukie City Council and the Portland-Milwaukie Light Rail Project Steering Committee will use input gathered at the workshops to determine if an additional downtown Milwaukie light rail alignment should be studied as part of the South Corridor Phase II Supplemental Draft Environmental Impact Statement (SDEIS).



COMMUNITY GENERATED DESIGN OPTIONS

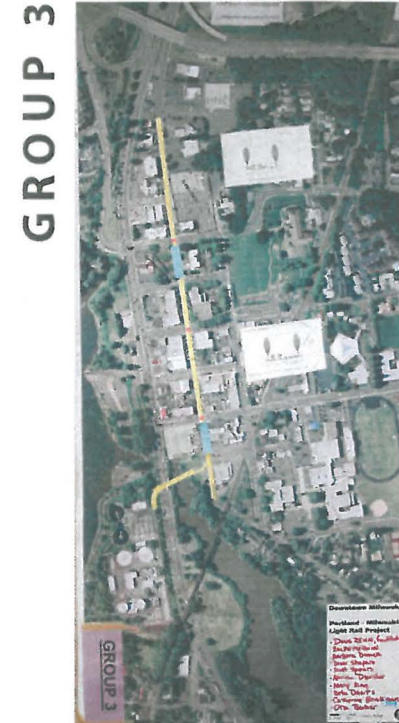
The first workshop on July 18, 2007 allowed the community to generate design ideas on SE Main Street and SE Main Street and SE 21st Avenue. The process was interactive. Three participants who had prepared design ideas ahead of time had an opportunity to share their ideas with the group. Then attendees broke into small groups to work on maps with tools that would allow them to create additional light rail designs through downtown. About 80 participants filled out a questionnaire regarding downtown revitalization and developed nine potential design options. Participants were primarily comprised of parents and staff associated with Portland Waldorf School but also included some City Planning Commissioners, current and former City Councilors, Citizen Advisory Committee members, representatives from neighborhood associations and residents at large.

The community designs are summarized on the following pages. Of the nine designs, four groups developed a couplet, and five groups developed a double track alignment on SE Main Street. Some similarities emerged. Six of the groups included a park and ride garage on Main Street south of Washington Street. Six groups also included a station at City Hall. All of the couplet options chose a turn at SE Jackson Street.

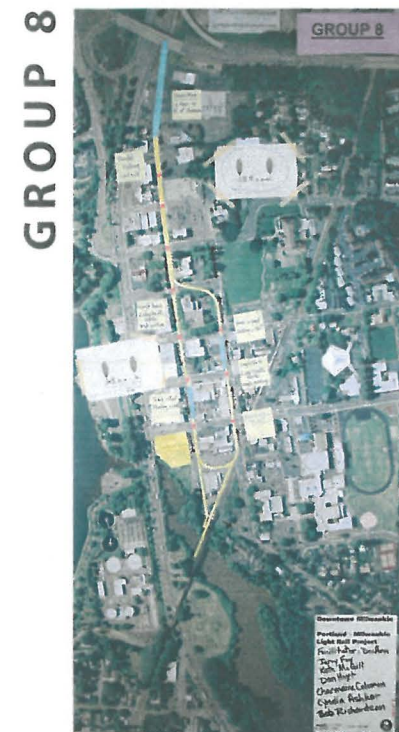
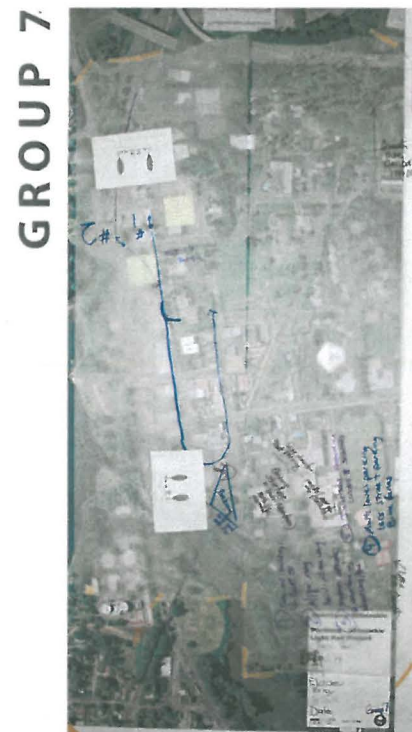
Project staff synthesized the input into two designs, which were reviewed and discussed by participants at the July 26 workshop.



DESIGNS DEVELOPED AT WORKSHOP



There were ten stations at the workshop. There was not a group at station 5.



GROUP 1



SE Main Street/ SE 21st Avenue Couplet

Design features:

- Double-track light rail on SE Main Street to SE Jackson Street
- Light rail couplet from SE Jackson Street south to Kellogg Lake
- Station in front of City Hall
- Station on SE 21st Avenue south of SE Monroe Street
- Station and park and ride garage at SE Washington Street



GROUP 2



SE Main Street Double-track

Design features:

- Double-track light rail on SE Main Street to SE Washington Street
- Station in front of City Hall
- Station and park and ride garage at SE Washington Street
- Double-track crosses SE McLoughlin Boulevard at SE Washington Street via shoofly bridge



GROUP 3



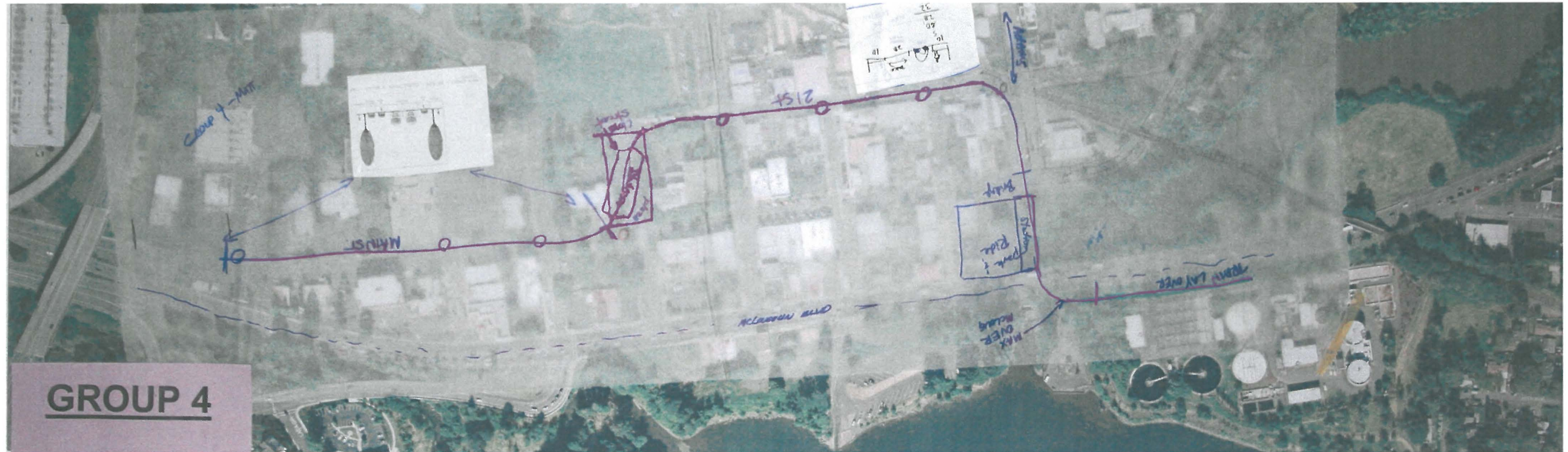
SE Main Street Double-track

Design features:

- Double-track light rail on SE Main Street
- Station in front of City Hall
- Station and park and ride garage at SE Washington Street
- Development of a "town center" across from City Hall
- One-way traffic couplet on SE Main Street and SE 21st Avenue, with two-way traffic on SE 21st Avenue south of SE Washington Street
- New traffic lights on SE Main Street at SE Harrison, SE Monroe and SE Washington streets
- Light rail crosses Kellogg Lake through Dogwood Park to the west side of SE McLoughlin Boulevard



GROUP 4



SE Main Street /21st Avenue Double-track

Design features:

- Double-track light rail on SE Main Street
- Close SE Jackson Street south of City Hall to auto traffic to create a station plaza area
- Light rail cross-over to SE 21st Avenue at SE Jackson Street
- Station and park and ride garage at SE Washington Street
- Cross over to west side of SE McLoughlin Boulevard at Washington Street to create train layover area



GROUP 6



SE Main Street / SE 21st Avenue Couplet

Design features:

- Double-track light rail on SE Main Street to SE Jackson Street
- Station in front of City Hall
- North-bound light rail crosses over to SE 21st Avenue south of SE Washington Street; crosses back to SE Main Street at SE Jackson Street
- Station on SE Main Street north of SE Scott Street provides redevelopment opportunity
- Station and park and ride garage at SE Washington Street
- One-way traffic couplet on SE Main Street and SE 21st Avenue, with two-way traffic on SE 21st Avenue south of SE Washington Street
- New traffic lights along SE Main Street
- Light rail crosses Kellogg Lake adjacent to current rail bridge



GROUP 7



SE Main Street / SE 21st Avenue Couplet

Design Features:

- Light rail couplet south of City Hall
- Commuter and community parking north of SE Harrison Street
- Additional station outside of downtown with streetcar and bus
- Multi-level parking, less street parking, and bike lanes
- Investment and protection of condominiums and schools



GROUP 8



SE Main Street / SE 21st Avenue Couplet

Design features:

- Light rail couplet on SE Main Street and SE 21st Avenue
- Double-track light rail on SE Main Street to SE Jackson Street
- North-bound light rail follows Tillamook Branch to SE 21st Avenue and crosses over to SE Main Street at SE Jackson Street
- One-way traffic couplet on SE Main Street and SE 21st Avenue
- Station on SE 21st Avenue south of SE Monroe Street, station on SE Main Street south of SE Jefferson Street, but station locations are "soft"
- Angle parking on SE Main Street and SE 21st Avenue
- Seven new traffic lights on SE Main Street; three new traffic lights on SE 21st Avenue



GROUP 9



SE Main Street Double-track

Design features:

- Double-track light rail on SE Main Street
- Light rail may be elevated on SE Main Street with on-street parking
- Station in front of City Hall
- Station and park and ride garage at SE Washington Street



GROUP 10



SE Main Street Double-track

Design features:

- Double-track light rail on SE Main Street
- Station in front of City Hall
- Station and park and ride garage at SE Washington Street
- One-way traffic couplet on SE Main Street and SE 21st Avenue, with two-way traffic on SE 21st Avenue south of SE Washington Street
- New traffic lights along SE Main Street
- Light rail crosses Kellogg Lake adjacent to current rail bridge



COMMON THEMES

During the July 18 workshop, participants were asked to rank a list of downtown revitalization priorities according to their personal opinion and after discussion with other small group members. Each of the items on the list would be affected by changes to the proposed light rail alignment through downtown Milwaukie. To facilitate the synthesis of a number of community designs into the best options for consideration at the July 26 workshop, the project team planned to use the priorities worksheet results to better understand community values.

Downtown revitalization priorities:

- Angled parking near retail
- Parallel parking near retail
- Wide sidewalks
- Good downtown traffic circulation
- Street landscaping
- Wide auto lanes
- Limited displacement of downtown businesses
- Adequate pedestrian crossings
- Convenient park and ride location
- Accessible station location(s)

Forty-four workshop participants completed the priorities worksheets individually. Their top priorities are as follows:

Top priorities of individuals:

- Adequate pedestrian crossings
- Accessible stations
- Good downtown traffic circulation
- Limited displacement of downtown businesses
- Street landscaping

After discussion, participants were asked to complete the same priorities worksheets as a group. Groups ranked their priorities and made notes about trade-offs between priorities. Three groups added priorities not previously identified.

Top priorities of groups:

- Adequate pedestrian crossings
- Limited displacement of downtown businesses

Trade-offs identified by groups:

- Park and ride location is too far for business related parking
- Parking is important to downtown businesses
- Center-running tracks conflict with improved traffic flow
- Double-track impedes angled and parallel parking
- Limited parking is acceptable between the library and City Hall if it promotes good downtown traffic circulation

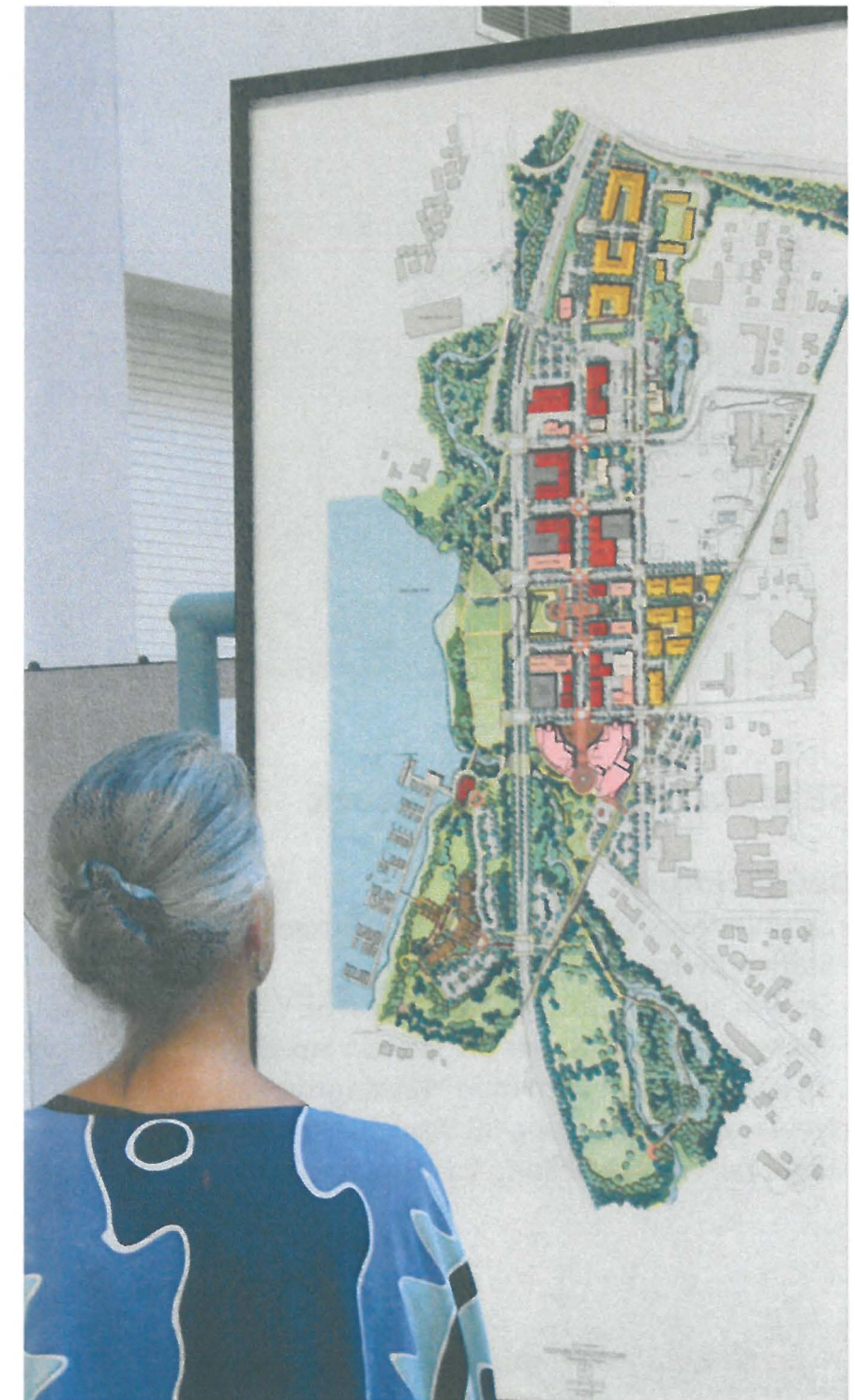
Other priorities identified during group discussion:

- Growth and needs for the future
- Safety and noise
- Kellogg Creek protection
- Bus terminal connection
- Downtown redesign
- Invigorated retail
- Redevelopment opportunities
- Protection of downtown and school interests
- Bike lanes and paths

Summary of design themes

In the report out, groups offered support for two basic design options in addition to the Tillamook Branch alignment through downtown Milwaukie: double-track on SE Main Street and a couplet on SE Main Street and SE 21st Avenue. Of those who suggested the couplet, all but one agreed that it should return to SE Main Street at its intersection with SE Jackson Street. There were a variety of designs south of SE Jackson Street. One group suggested running parallel to SE Main Street in the northern section though SE 21st Avenue does not currently extend north to Highway 224.

Loss of parking between SE Jackson Street and Highway 224 was a concern identified by several groups. A couple suggested finding a way to add community parking lots at the north end to compensate while another group suggested an additional floor in the park and ride structure proposed at SE Lake Road.



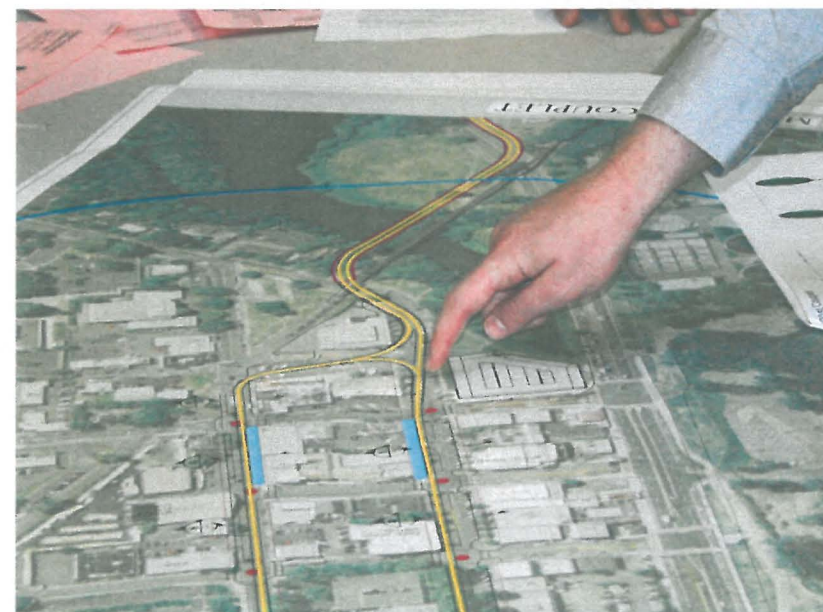
SYNTHESIZED DESIGNS

The purpose of the second workshop, held on July 26, was to review and discuss trade-offs in downtown Milwaukie inherent in a SE Main Street or SE Main Street/SE 21st Avenue option. Project staff presented two options that staff had synthesized from input generated at the previous workshop along with technical knowledge and judgement. In developing the synthesized designs for group discussion, staff avoided features that would make an option compete less favorably with the Tillamook Branch alignment option. Two options, a SE Main Street double-track and a SE Main Street/SE 21st Avenue couplet, resulted from the staff effort.

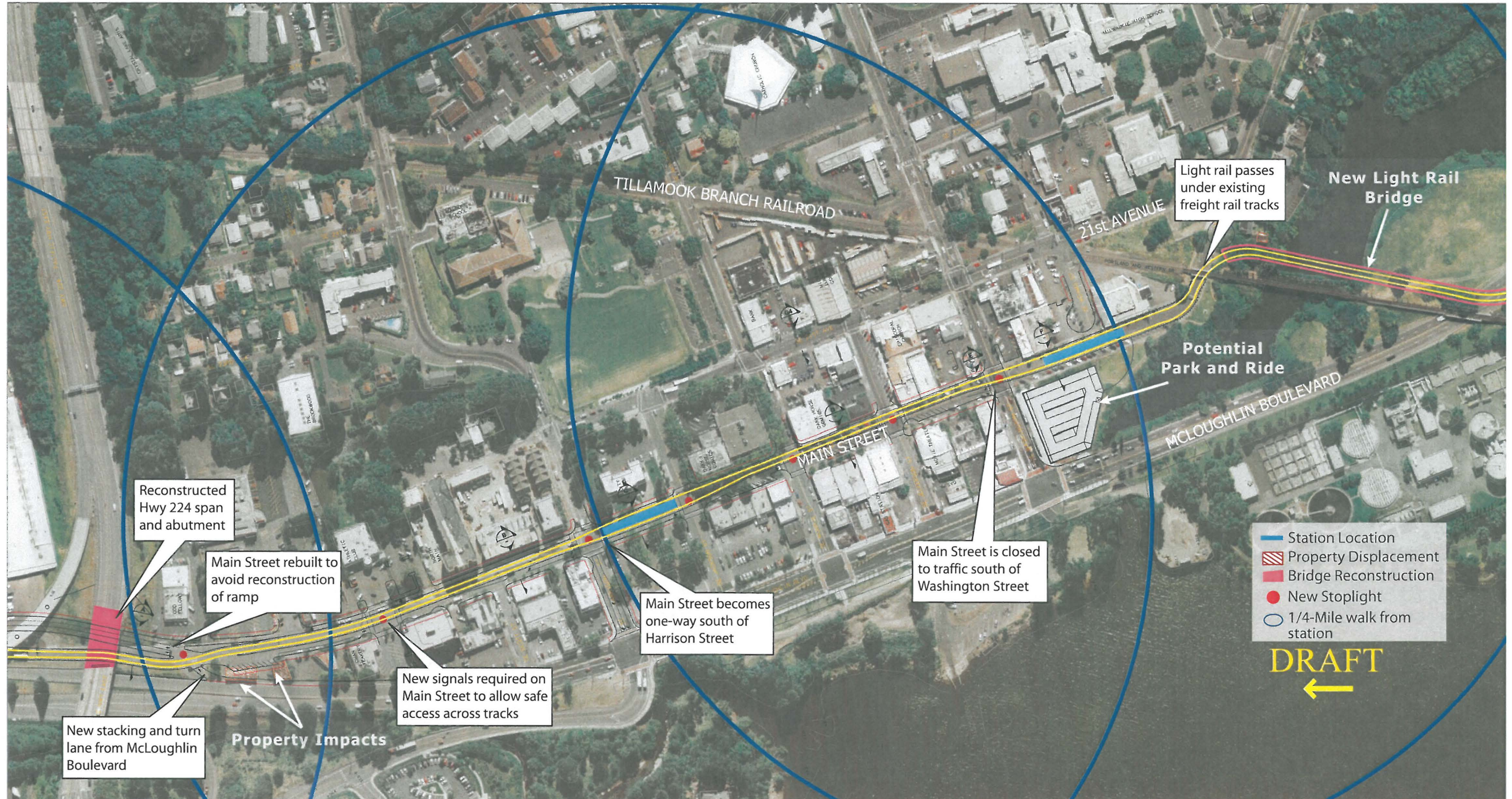
After a short question and answer session, participants divided into small groups to discuss the two design options. Project staff and table facilitators encouraged participants to discuss:

- Property impacts
- Significance and type of environmental impacts
- Quality of downtown traffic circulation
- Park and ride access
- Business access impacts
- Type and number of bridges or tunnels
- Ability to connect to light rail north of Highway 224
- Ability extend light rail south
- Sidewalk impacts
- Bike lane impacts
- Parking impacts
- Street trees and landscaping

Facilitators did not seek consensus in small group discussions and groups were not asked to vote to express preferences. This summary of the second workshop includes an assessment of key themes and a summary of issues raised during each small group discussion.

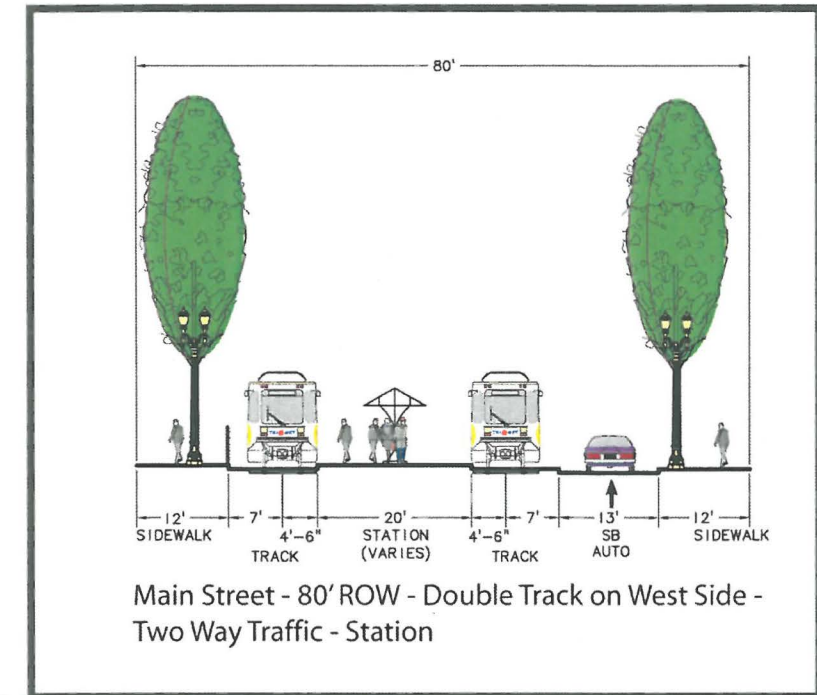
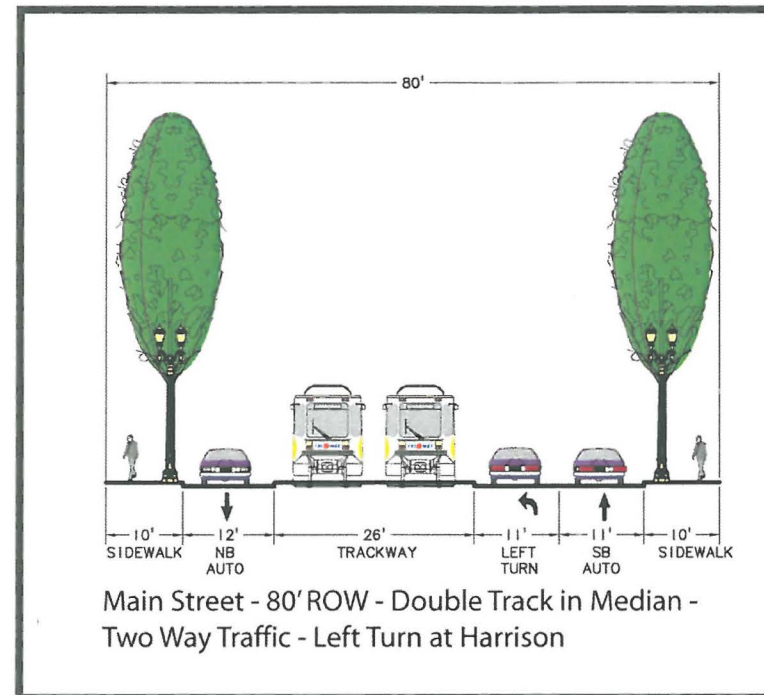
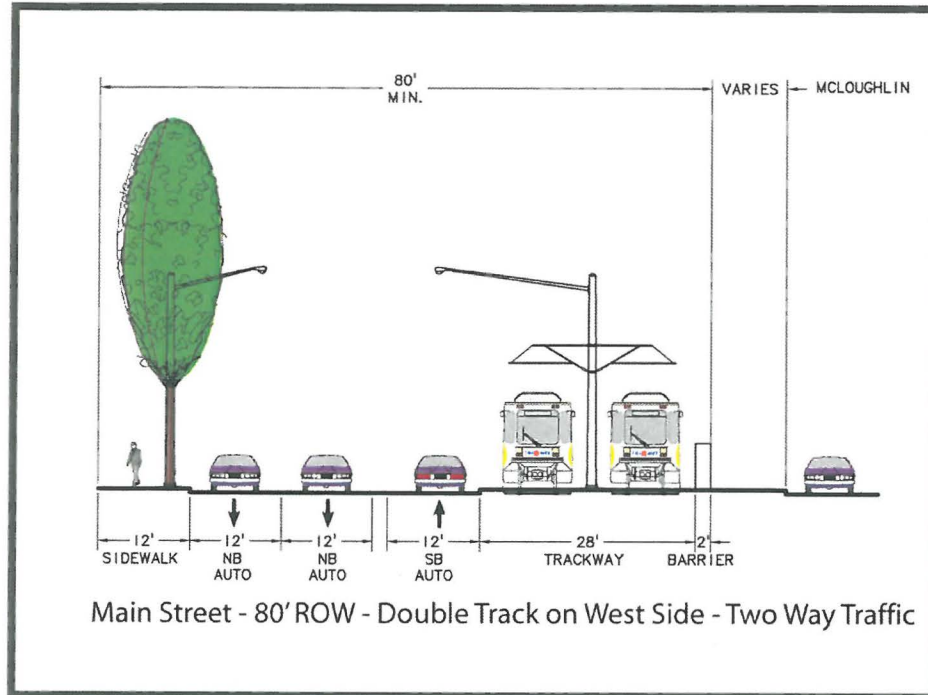


SE MAIN STREET DOUBLE-TRACK



SE MAIN STREET DOUBLE-TRACK: CROSS SECTIONS

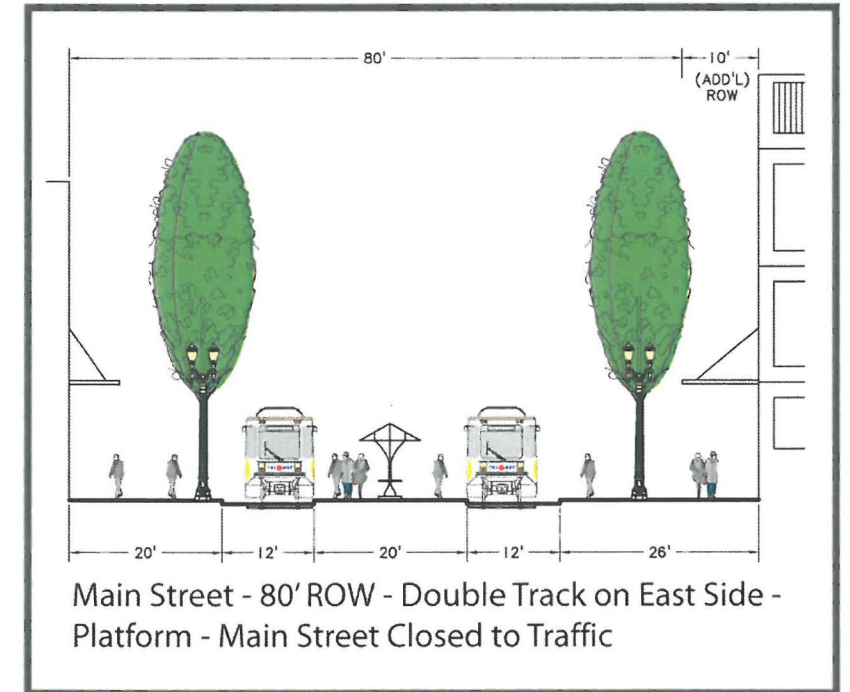
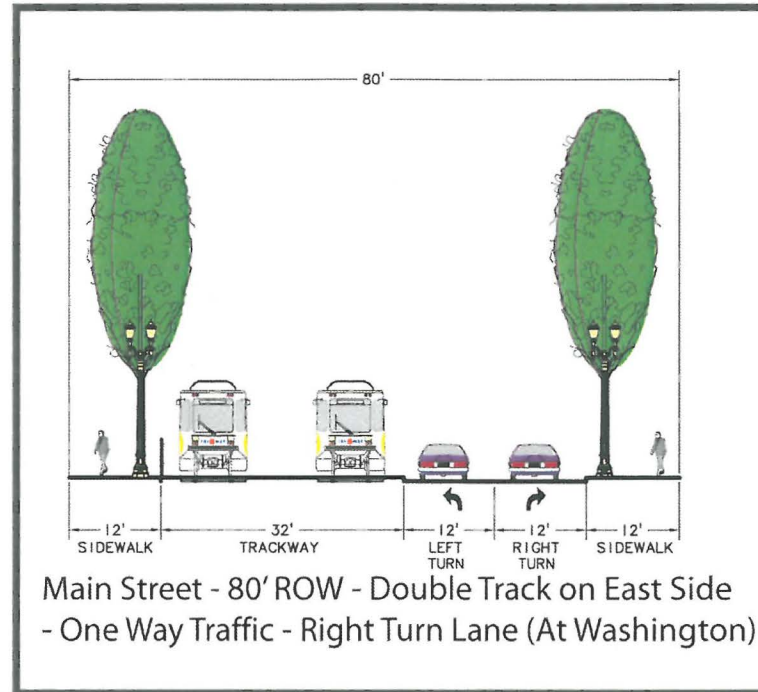
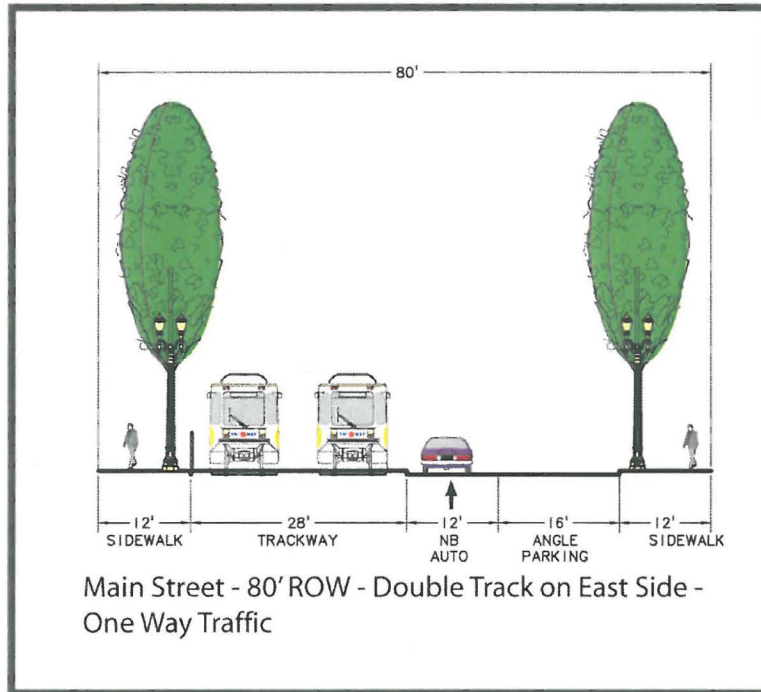
(All views facing south)



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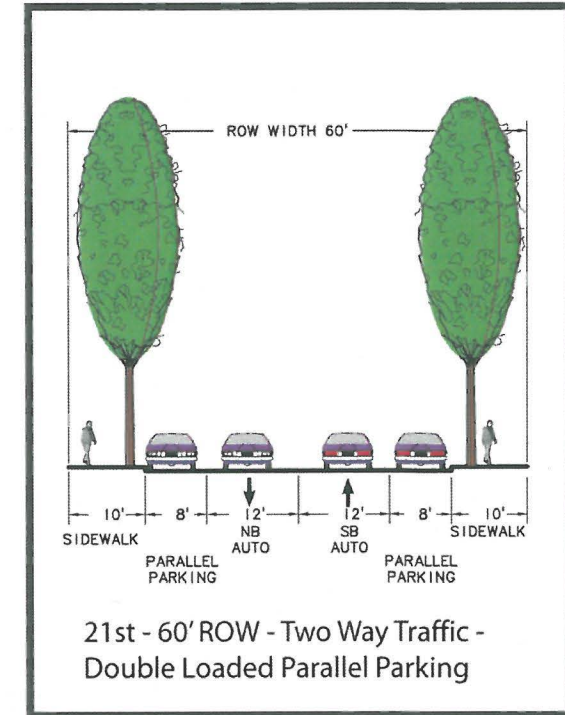
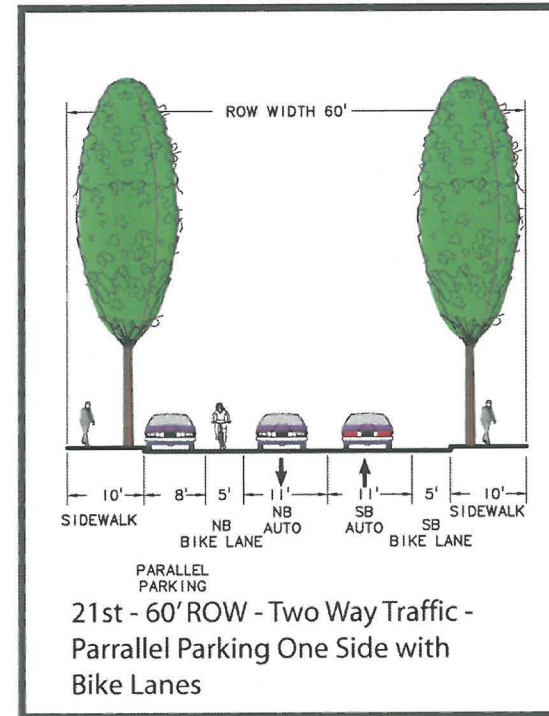
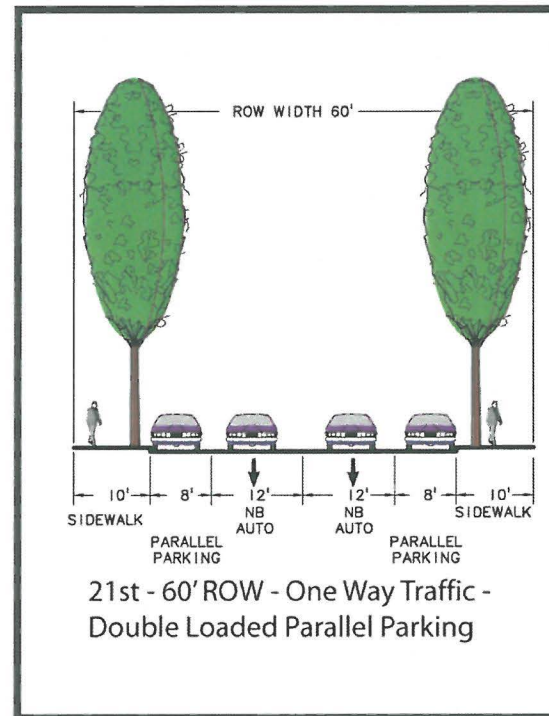
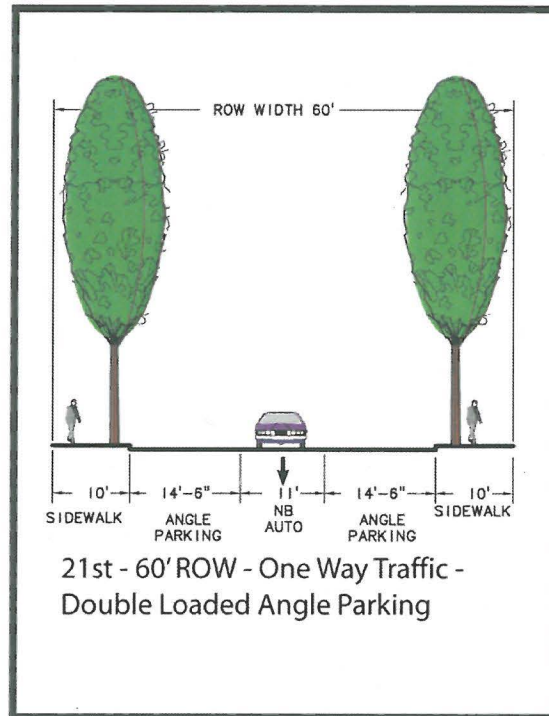
SE MAIN STREET DOUBLE-TRACK: CROSS SECTIONS

(All views facing south)

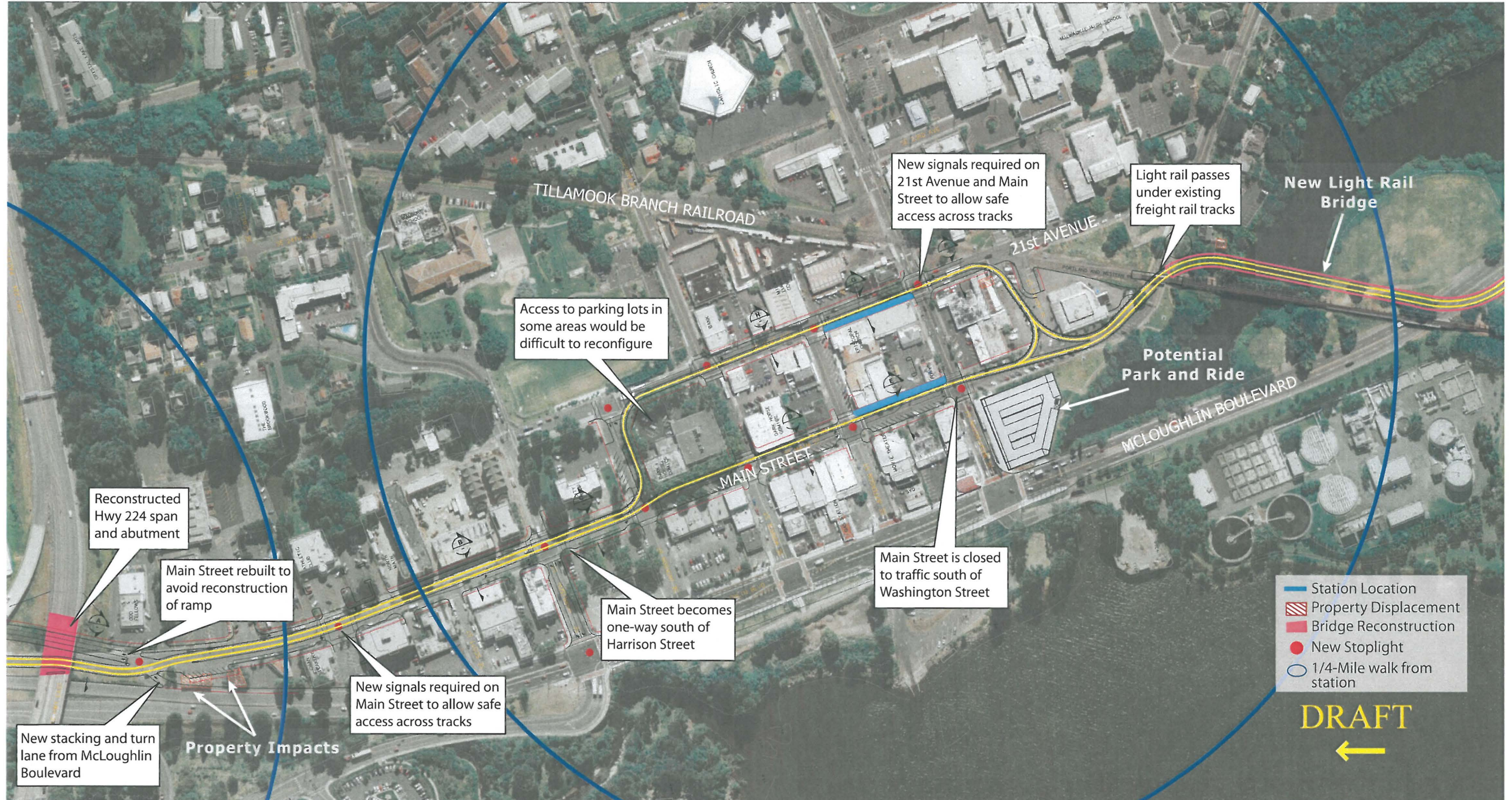


SE MAIN STREET DOUBLE-TRACK: SE 21st AVENUE TRAFFIC AND PARKING OPTIONS

(All views facing south)

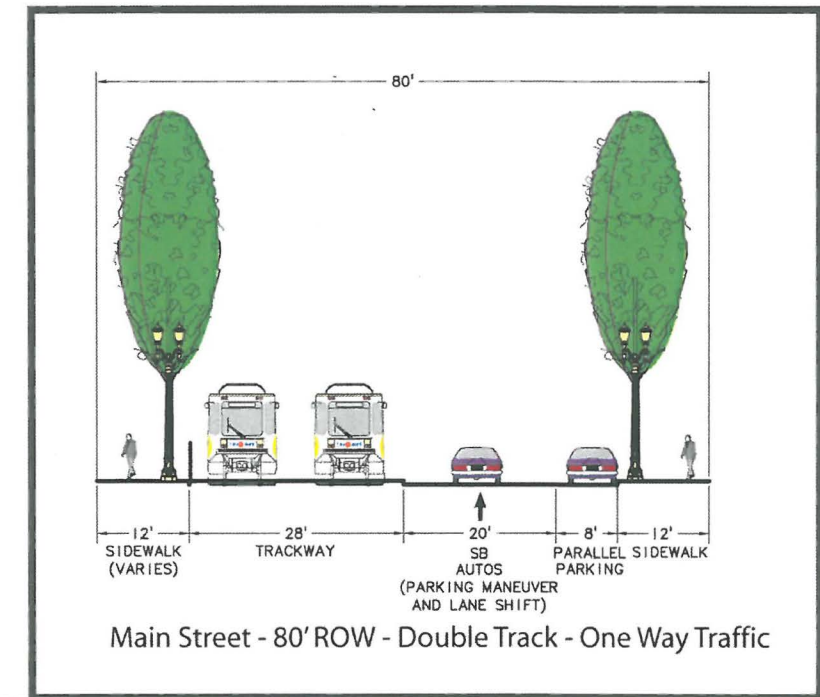
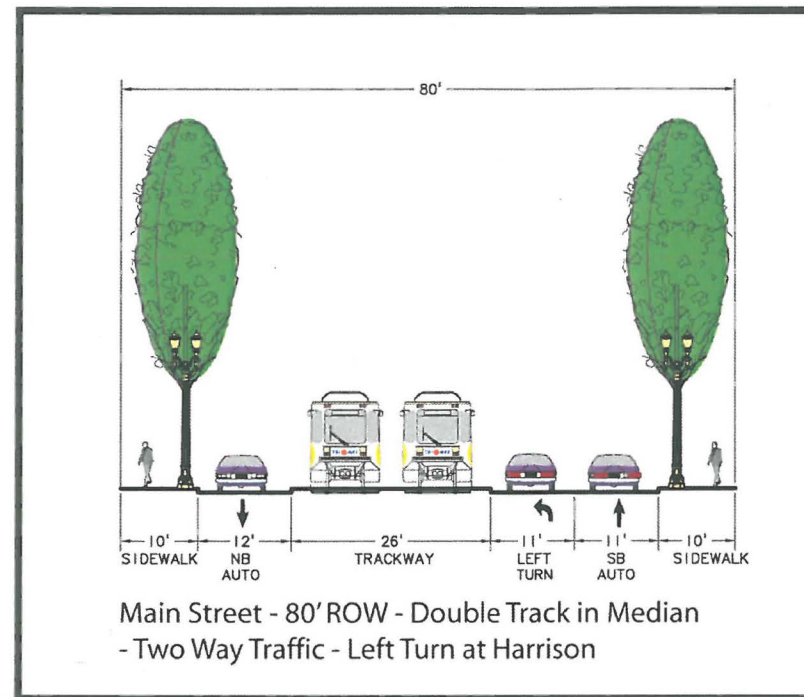
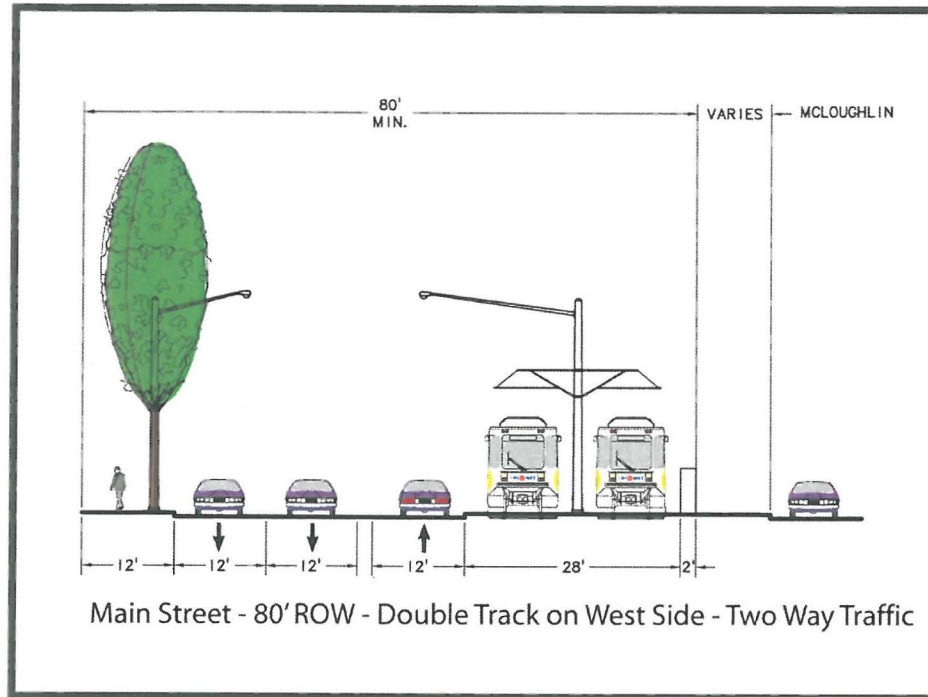


SE MAIN STREET/ SE 21ST AVENUE COUPLET



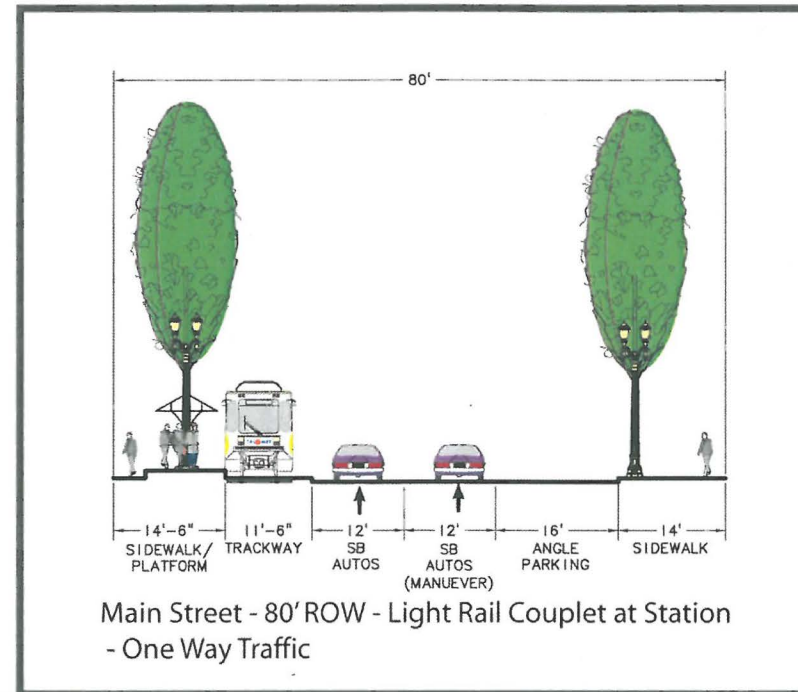
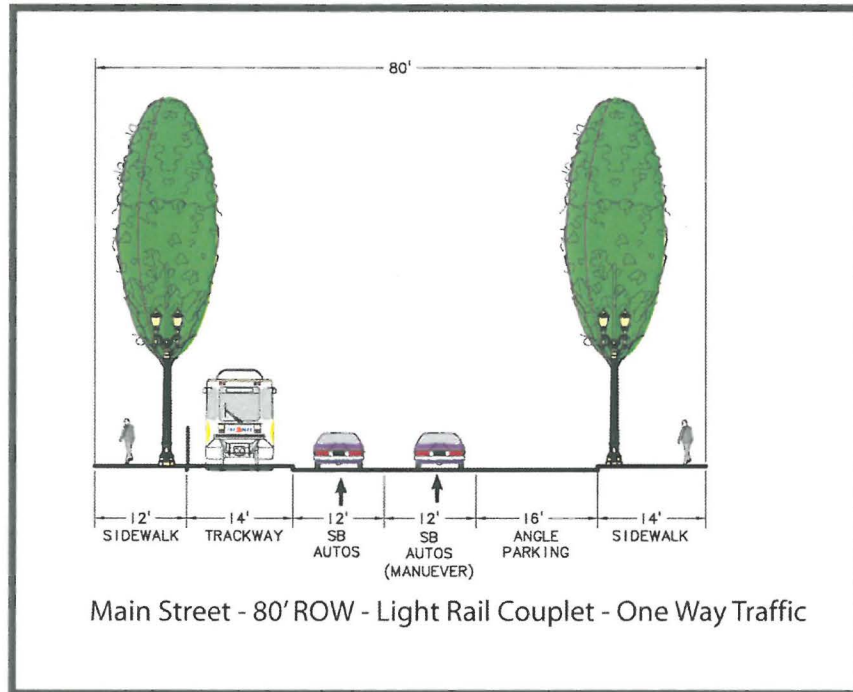
SE MAIN STREET/ SE 21ST AVENUE COUPLET: SE MAIN STREET CROSS SECTIONS

(All views facing south)



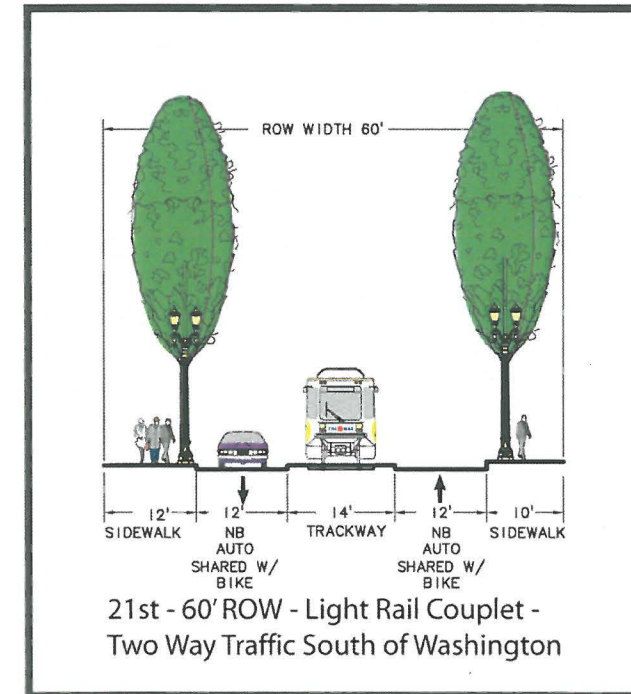
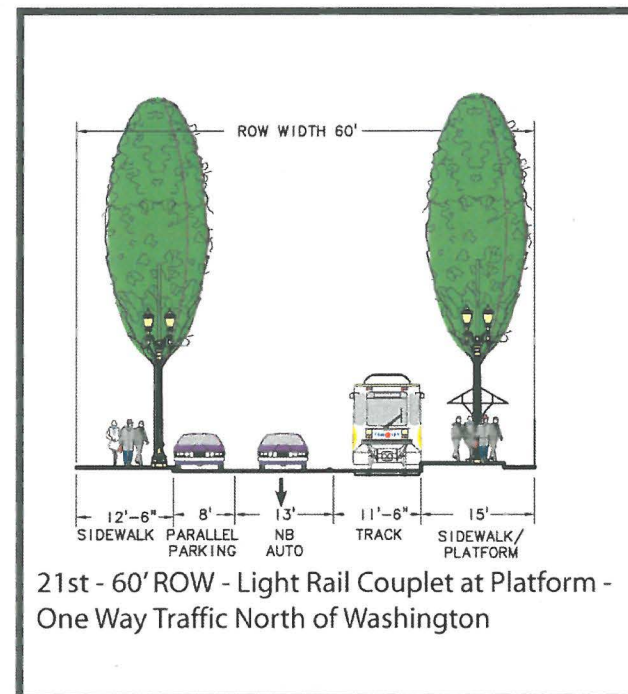
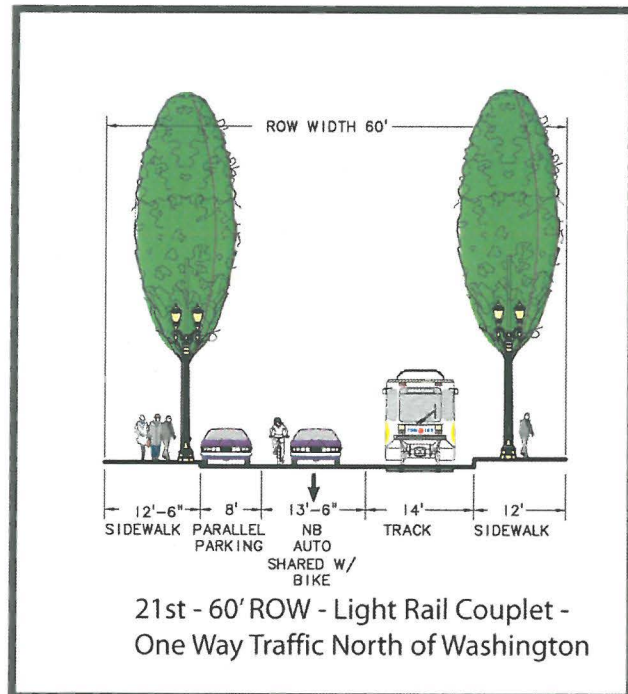
SE MAIN STREET/ SE 21ST AVENUE COUPLER: SE MAIN STREET CROSS SECTIONS

(All views facing south)



SE MAIN STREET/ SE 21ST AVENUE COUPLET: SE 21st AVENUE CROSS SECTIONS

(All views facing south)



COMMON THEMES



Group 1

Group 1 preferred the Tillamook Branch alignment and did not think that any downtown option should be carried forward. This group was concerned about disruption to downtown businesses, impacts to retail and the pedestrian environment, truck and delivery access, and loss of downtown parking.

If a downtown alignment was included, group 1 said it should be on SE Main Street only. The group was split on whether it should include one or two stations, but agreed that a station should be located near the park-and-ride garage.

Some group members made the following comments:

- The couplet at SE Jackson Street takes parking and blocks access to businesses.
- A single-traffic lane on SE Main Street is a negative aspect of the double-track option.
- Light rail could overpower the downtown area in either concept.
- Putting any light rail alignment on downtown streets could drive small businesses away and hurt retail, but the double-track on SE Main Street would be less disruptive.
- Double-track on SE Main Street would result in less parking loss but where would lost parking be replaced?
- Either design would hurt the downtown retail and pedestrian environment.
- Either design would negatively impact truck traffic and delivery traffic to downtown businesses.

Group 2

Group 2 agreed that a downtown design option should definitely be included in the SDEIS. This group also discussed the possibility of terminating light rail at Southgate and continuing transit service into downtown Milwaukie with a trolley route.

Some group members made the following comments:

- Traffic circulation could be impeded with either option.
- Parking and business impacts would be less with the double-track option than with the SE Main Street and SE 21st Avenue couplet.
- The couplet would be less disruptive to businesses and could aid business development.
- The couplet would cost more because it includes more signals.
- A design that crosses Kellogg Lake further north and gets to SE McLoughlin Boulevard sooner to avoid impacts to Kronberg Park should be considered.
- A park and ride lot is needed at SE Park Avenue to intercept northbound traffic.
- A station should be located in front of City Hall.



COMMON THEMES



Group 3

Group 3 reported that another parking garage at the north end of downtown should be considered and said that landscaping must be included with any option. The group strongly favored the idea of extending light rail further south, however, they favor less disruption to Kronberg Park, downtown businesses and the post office.

Some group members made the following comments:

- A SE Main Street double-track would be less disruptive to properties in general but would still have significant parking impacts. However, the couplet option would isolate businesses.
- Both options would impact Kronberg Park and create issues for the post office.
- Both options would create more disruption of utilities than the Tillamook Branch alignment.
- Park and ride access would be better with the SE Main Street double-track option because stations would be closer to the park and ride.
- An additional parking garage at the north end of downtown is needed.
- The couplet adds more traffic lights, which would slow traffic.
- Wires are intrusive and unattractive.
- Consider closing SE Jackson Street near City Hall to create downtown pedestrian plaza.
- The group expressed interest in a streetcar option.

Group 4

Group 4 agreed that an additional downtown light rail design should be studied in the SDEIS. They noted that there were good and bad things about both of the downtown designs as presented. The group would prefer to see both studied in the SDEIS to allow more time to evaluate trade-offs. The group agreed that there likely would be a better way to mitigate the impacts to Kellogg Lake than is reflected in either option presented. And, they reported that not enough consideration had been given to major transportation corridors (e.g. SE McLoughlin Boulevard).

Some group members made the following comments:

- Consider impacts on impact churches and schools.
- The couplet option distributes impacts to more businesses including the lumberyard and to churches while the SE Main Street double-track option limits impacts to one street.
- Business impacts should be considered with a long-term view.
- Is the Locally Preferred Alternative a misnomer? What is the value of the Locally Preferred Alternative?
- Another option should be studied in the SDEIS. If all of this effort results in a decision to study only the Tillamook Branch alignment, it would be a shame.
- The couplet option could create development opportunities and a similar feel to downtown Portland.
- The group would like to learn more about the challenges and successes of light rail in the region.



COMMON THEMES



Group 5

Group 5 agreed that an additional downtown option should be studied in the SDEIS. The group reported that all group members except for one preferred double-track on SE Main Street but the one person who preferred a couplet lives downtown. The group felt that there are fewer business impacts with the double-track option. They agreed that a station to serve the north end of downtown should be included in the downtown option that is carried into the SDEIS. They also thought that extra floors should be added to the downtown parking structure to replace lost on-street parking. They felt that the Tillamook Branch alignment option has fewer property impacts but more impacts to schools and churches.

Some group members made the following comments:

- The couplet would be less intrusive than the SE Main Street double-track option but it would have more significant traffic circulation impacts than the SE Main Street double-track option.
- Concerns were identified about the noise associated with gated crossings.
- There should be fewer stations in downtown Milwaukie.
- Parking impacts with both alignments were less than expected.

Group 6

Group 6 was split on the question of whether another downtown Milwaukie option should be included in the SDEIS. The group agreed that the City of Milwaukie and Metro should partner to construct a municipal parking garage to serve downtown businesses if parking is removed to construct light rail. Group members who said that a second downtown Milwaukie option should be included preferred the SE Main Street double-track option since it would have station locations that could better support local businesses. However, concerns were expressed about the safety of having angled parking on streets with light rail tracks. And, group members felt that pedestrian crossings would feel safer on streets with single-track light rail rather than double-track light rail.

Some group members made the following comments:

- Concern about environmental impacts of park and ride location.
- Desire to consider other park and ride locations in the SDEIS.
- Light rail is a commuter train and, as such, the Tillamook Branch alignment was a more appropriate location for it than SE Main Street or SE 21st Avenue.
- Concern about park and ride facilities in downtown Milwaukie.
- Extending rail south of Milwaukie to a SE Park Avenue park and ride was vital to the success of the project.



COMMON THEMES



Group 7

Most members of Group 7 felt that both design options should be studied but they preferred the SE Main Street double-track option if only one is studied. As a whole, the group was concerned about how the new traffic signals in downtown Milwaukie would affect traffic circulation. The group noted concerns about the crossing of Kellogg Lake and the impacts of either option to downtown businesses. They said that tracks on SE Main Street, in either plan, would hurt retail but a couplet would also have more business and park and ride access issues. And, both downtown options move noise impacts away from residential areas.

Some group members made the following comments:

- Some did not like station locations proposed near Milwaukie Lumber and Foxy's as shown on the couplet option and preferred a station location near SE Washington Street and SE Main Street.
- Concern about the impacts to parks, wetlands and waterways with the couplet option.
- Light rail should terminate at Southgate with a shuttle serving downtown Milwaukie.

Group 8

Group 8 identified pros and cons for both downtown options. The group said that the SE Main Street option had fewer business impacts than the couplet option but that more consideration should be given to parking at the north end of downtown in either option. The group was concerned about negative impacts to the City's Master Plan, businesses and retail, parking, North Main development and noise with either design. The group was also concerned that the couplet option would increase the number of track and street crossings and would impact SE Jackson Street. The group noted that benefits of the couplet option included reduced parking impacts, safer pedestrian environment and better traffic circulation.

Some group members made the following comments:

- A SE Main Street double-track option would be more difficult for bikes to negotiate.
- Both options would have impacts to downtown parking.
- Either option would benefit pedestrians by increasing the number of traffic signals.
- The park and ride garage should include some dedicated municipal parking.
- Some group members preferred the Tillamook Branch alignment.



DESIGN CONSIDERATIONS

Key Themes from Workshop 2

During a question and answer session, throughout small group discussions and in the report out, some key themes emerged.:

- Many participants preferred the double-track on SE Main Street to the couplet option.
- Many participants said that either downtown option would impact on-street parking, business access and traffic circulation.
- A number of participants said that it was important that at least one of the downtown options be studied in the SDEIS while some participants thought that both options should be studied.
- Some participants raised questions about why designs that moved light rail from SE Main Street to SE McLoughlin Boulevard further north of Kellogg Lake were not included in the synthesized options.
- Some participants supported the Tillamook Branch alignment and did not think that any additional downtown design option should be studied in the SDEIS.

Technical Review of Design Options

In order to provide an initial assessment of the double-track and couplet options on SE Main Street and SE 21st Avenue, a matrix of design considerations has been completed. This matrix is similar to the one used to assess the SE McLoughlin Boulevard design options, and can be found on the following pages.

When examining light rail alignments, safety, traffic and property impacts and cost are critical factors. Impacts to historical areas or parklands are subject to significant federal requirements that could affect project feasibility. In response to the Mayor's focus on downtown revitalization, information related to parking, sidewalks, business access, bike lanes and downtown traffic circulation were also considered.



TECHNICAL REVIEW OF DESIGN CONSIDERATIONS

Design Consideration	SE Main Street double-track	SE Main Street/SE 21st Avenue couplet	Tillamook Branch alignment (LPA)
Properties displaced	4	5	3
Number of new traffic signals	7	11	None
Number of gated crossings	1	2	4
Quality of downtown traffic circulation	Seven new traffic signals would be installed. SE Main Street would be converted to a one-way street south of SE Harrison Street. SE Main Street would be closed south of SE Washington Street. Left turns across tracks into properties would be prohibited except at new traffic signals.	Eleven new traffic signals would be installed. SE Main Street, SE 21 st Avenue and SE Jackson Street would be converted to one-way streets. SE Main Street would be closed south of SE Washington Street. Left turns across tracks into properties would be prohibited except at new traffic signals.	Downtown circulation patterns would remain unchanged.
Parking impacts	Net loss of 117 on-street parking spaces	Net loss of 140 on-street parking spaces	Net loss of 15 on-street parking spaces
Business access impacts	Autos would not be able to turn left across the tracks except at traffic signals. Access into and out of properties will be right in/right out. South of SE Harrison Street, four driveways would be blocked on SE Main Street. Some parking lots would require reconfiguration to consolidate and allow access to SE Main Street using remaining driveways.	Autos would not be able to turn left across the tracks except at traffic signals. Access into and out of properties will be right in/right out. South of SE Harrison Street, four driveways would be blocked on SE Main Street and four driveways would be blocked on SE 21st Avenue. Some parking lots would require reconfiguration to consolidate and allow access to SE Main Street and SE 21st Avenue using remaining driveways. Access to the parking lot and loading dock at Dark Horse comics would be difficult to reconfigure.	If there is a station at SE Monroe Street, driveways to two single-family residences would be realigned between SE Monroe and SE Washington Streets.
Walk access to light rail within one quarter mile	Station areas provide access to downtown as well as employment areas north of downtown. There are approximately 880 households within a quarter mile of stations. Employment within a quarter mile of stations is approximately 1870.	Station areas provide access to downtown. There are approximately 660 households within a quarter mile of stations. Employment within a quarter mile of stations is approximately 1650.	Station locations provide access to downtown as well as households and employment areas to the north and east of downtown. There are approximately 1300 households within a quarter mile of stations. Employment within a quarter mile of stations is approximately 2090.
Sidewalk quality	Light rail would operate adjacent to the sidewalk on the east side of SE Main Street from SE Jackson Street to south of SE Adams Street.	Light rail would operate adjacent to the sidewalk on east side of SE Main Street from SE Jackson Street to south of SE Adams Street and on the west side of SE 21st Avenue from SE Adams to SE Jackson Street and on the south side of SE Jackson street between SE 21st Avenue and SE Main Street.	Crossings at SE Harrison, SE Monroe, SE Washington and SE Adams streets would extend the gated sidewalk areas.
Bike lane impacts	No change	Impacts the ability to add bike lanes to SE 21st Avenue.	No change
Bus connections	Modifications to downtown traffic circulation could require modifications to bus stop locations. Addition of traffic signals could result in additional delay for buses. Conversion of SE Main Street south of Harrison to one-way traffic may increase out-of-direction travel for some buses and result in higher operating costs.	Modifications to downtown traffic circulation could require modifications to bus stop locations. Addition of traffic signals could result in additional delay for buses. Conversion of SE Main Street and SE 21 st Avenue south of SE Harrison Street to one-way traffic may increase out-of-direction travel for some buses and result in higher operating costs.	Bus stops could remain in current locations. Due to location of light rail stops, slightly longer walks to transfer between light rail and bus could, but are not certain to, be required with alternative.

TECHNICAL REVIEW OF DESIGN CONSIDERATIONS

Design Consideration	SE Main Street double-track	SE Main Street/SE 21st Avenue couplet	Tillamook Branch alignment (LPA)
Transit reliability	Light rail would operate in a separate right of way but within the street with autos and pedestrians nearby. Light rail speed would be slightly less. Service could be less reliable.	Light rail would operate in a separate right of way but within the street with autos and pedestrians nearby. Light rail speed would be slightly less. Service could be less reliable.	Light rail would operate in a separate right of way with pedestrian or auto crossings only at crossing gates. As a result, light rail speed would be slightly higher and service would be very reliable.
Estimated ridership	Estimated ridership may be less because of increased travel time for the train due to slower speeds within the downtown and fewer jobs and homes within walking distance.	Estimated ridership may be less because of increased travel time due to slower speeds in downtown and fewer jobs and homes within walking distance.	Because of fastest travel times and more jobs and houses within walking distance, ridership could be more. However, walk access from SE Main Street along SE Harrison Street increases slightly.
Park and ride access	Access would be provided via SE Washington Street to the SE Lake Road park and ride structure. Access to the Southgate park and ride structure would be via new longer slip lane/turn pocket from SE McLoughlin Boulevard and would require a crossing of the tracks.	Access would be provided via SE Washington Street to the SE Lake Road park and ride structure. Access to the Southgate park and ride structure would be via new longer slip lane/turn pocket from SE McLoughlin Boulevard and would require a crossing of the tracks.	Access would be provided via SE Washington to the SE Lake Road park and ride structure. Access to the Southgate park and ride structure would be via existing connection between SE Main from SE McLoughlin Boulevard. This would not require a crossing of the tracks.
Noise impacts	Locations that are sensitive to sound exist on SE Main Street north of SE Harrison Street (approximately 13) that might be impacted by noise and vibration in addition to potential noise from the track curve at SE Lake Road.	Locations that are sensitive to sound exist on SE Main Street north of SE Harrison Street (approximately 13) that might be impacted by noise and vibration in addition to potential noise from the track curve at SE Lake Road.	Locations that are sensitive to sound exist along the Tillamook Branch Alignment that might be impacted by noise (ten) and vibration (five). Mitigation appears feasible for all locations.
Affected parks	Dogwood Park, Kronberg Park and the future Trolley Trail	Dogwood Park, Kronberg Park and the future Trolley Trail	Kronberg Park and the future Trolley Trail
Affected natural areas	New crossing of Kellogg Creek	New crossing of Kellogg Creek	New crossing of Kellogg Creek and rail adjacent to Spring Creek north of SE Harrison Street
Affected historic structures	At least two historic resources are located directly adjacent to the alignment. At this time, no use of the historic resource is assumed as part of the light rail design.	At least two historic resources are located directly adjacent to the alignment. At this time, no use of the historic resource is assumed as part of the light rail design.	At least two historic resources are located directly adjacent to the alignment. At this time, no use of the historic resource is assumed as part of the light rail design.
Type and number of major structures	The Highway 224 overpass at SE Main Street would require reconstruction and a new structure would be built over Kellogg Creek.	The Highway 224 overpass at SE Main Street would require reconstruction and a new structure would be built over Kellogg Creek.	A new structure would be built over the freight tracks north of Highway 224 and a new structure would be built over Kellogg Creek.
Additional cost factors	Capital cost for this option would be substantially more than the Tillamook Branch alignment due to design that includes paved track, street and sidewalk reconstruction, traffic signals, property displacements, driveway modifications, more and longer new and reconstructed bridges and retaining walls, and the relocation of underground utilities from the track-way on SE Main Street. This option will take longer to construct, and will require more temporary traffic impacts, because of these features.	Capital cost for this option would be substantially more than the Tillamook Branch alignment due to design that includes paved track, street and sidewalk reconstruction, traffic signals, property displacements, driveway modifications, more and longer new and reconstructed bridges and retaining walls, and the relocation of underground utilities from the track-way on SE Main Street and SE 21st Avenue. This option will take longer to construct, and will require more temporary traffic impacts, because of these features. This option would likely have the highest capital cost because it involves two streets.	This alignment requires retained earth structure on the east side of the alignment in various locations. Sound walls may also be needed on portions of the alignment.
Ability to extend light rail south	Light rail would be extended south via a new bridge across Kellogg Creek. This design includes two slow speed curves east of the undercrossing of the freight rail and assumes the closure of SE Main Street between SE Washington Street and SE Lake Road.	Light rail would be extended south via a new bridge across Kellogg Creek. This design includes two slow speed curves east of the undercrossing of the freight rail and assumes the closure of SE Main Street between SE Washington Street and SE Lake Road.	Light rail would be extended south via a new bridge across Kellogg Creek. This alignment is straight, allows higher speed curves and does not assume SE Main Street would be closed between SE Washington and SE Lake Road.



Stauffer, Scott

From: Cyndia Ashkar <cyndia@ccwebster.net>
Sent: Saturday, July 21, 2007 12:00 PM
To: Milwaukie OCR; Bernard, Jim; Stone, Susan; Loomis, Joe; Barnes, Deborah; Collette, Carlotta; Asher, Kenny; Swanson, Mike
Cc: Sam Adams
Subject: Tillamook Branch alignment
Attachments: Quiet Zone Fact Sheet.pdf

Dear Miss Duval, Mayor Bernard, Councilors and Light Rail Project Managers,

The placement of light rail in an active freight train corridor is unusual. While this is not so problematic when the alignment does not cross any streets (the Max along the railroad tracks by the Banfield freeway is an example of this, I was told), it has issues when it intersects with streets "at grade", as would be the case with the Tillamook Branch alignment through Milwaukie.

As of June, 2006, the Federal Railroad Administration stated a rule that any light rail train that shares an active freight train corridor must sound a horn similar to that of a train, with a similar decible level, to warn when it is approaching a crossing. This is in addition to the crossing arms and bells. *There are provisions for establishing a "quiet zone"(it only quiets the horns, not the bells), which you are probably aware of as I believe you've been trying to raise funds for the tracks east of the Tillamook line.*

Attached is an publication created in another state that has compiled information in an easily read form, in case that is of any help to you.

I had thought that traffic lights could operate at the intersections and replace horns and/or bells, but have learned that this is not so. Motorists and pedestrians need multi-sensory warnings. Again, this rule only applies when light rail is in a freight train corridor.

The experience of a horn and bells is not unique to Milwaukie. There is a thrill, even, to an occasional train passing by. What is not thrilling, nor acceptable, to those who wish to reside or spend time within several blocks of the Tillamook line in Milwaukie, is when horns and bells are occuring every 3 1/2 to 7 1/2 minutes or so.

Although horns can be silenced with safety measures that meet FRA specifications, they seem to be pretty expensive - perhaps a million dollars for the four intersections in the city. Apparently this would mean local taxes, which don't seem that easy to find. And, given Milwaukie's past experience with promises from TriMet/Metro, it doesn't seem a responsible thing to rely on any promises around this.

On another note...you may have read the Sellwood Bee article about the teenager who was killed by a train recently. It is true, he should not have been in that rail yard. In the article it said that he and a friend were crossing the tracks, paying attention to another train, and the boy did not see the train that hit him. Although not directly related, I thought that was interesting because, when I was at the Beaverton Transit Center to experience what it was like with three tracks, I found it a bit disorienting. You're not sure which direction you need to be the most mindful of, because it is not easily discerned from which way a train might appear, and on which track. Farther out on the Hillsboro line, where there were only two tracks, you always knew that the one on your right would approach from behind you, like autos on streets do.

Thank you for your consideration of this,

Cyndia Ashkar

Train Horns at Grade Crossings Fact Sheet

BACKGROUND

In June 2005, the Federal Railroad Administration (FRA) issued laws governing the use of train horns at grade crossings throughout the United States. These laws, included in the Final Rule on the Use of Locomotive Horns at Highway-Rail Grade Crossings, state that a train crew must sound the locomotive's horn when approaching a grade crossing. This practice has been common for many years, and was required internally by railroads prior to the federal law. However, communities were looking for ways to reduce the noise associated with the horns and the FRA stepped in to develop an overall policy. In addition to requiring that train horns must be sounded, the FRA Rule now provides a nationally consistent methodology for establishing, maintaining, and enforcing "Quiet Zones". Quiet Zones are segments of railroad lines where train crews are exempt from sounding the horn at grade crossings. It should be noted that train crews are still permitted to sound the horn within a Quiet Zone for railroad-related reasons or for safety reasons. For more information, refer to the FRA's Quiet Zone website at www.fra.dot.gov/us/content/1318

DEFINITIONS

Municipality – Under the train horn rule, the public agency with authority over the roadway that crosses the tracks must apply for the quiet zone. Under this definition, cities, counties, and special districts with roadway authority could apply for quiet zones within Colorado. In cases where roads within the quiet zone are managed by different authorities, the affected agencies must collaborate and choose a lead agency to apply for the quiet zone.

Supplemental Safety Measure (SSM) - a measure intended to improve grade crossing safety when train horns are not sounded and that is defined as effective in the FRA rule.

Alternate Safety Measure (ASM) – a measure intended to improve grade crossing safety (when train horns are not sounded) that does not fall under the FRA definition of an SSM. ASMs are subject to FRA review and analysis as to effectiveness.

SUPPLEMENTAL SAFETY MEASURES

- Four Quadrant Gate System;
- Gates with Medians;
- Gates with Channelization;
- One Way Street with Gate(s);
- Close (permanently) Railroad Crossing;
- Close (temporarily) Railroad Crossing.

Wayside Horn – A horn mounted along the roadway at a grade crossing used to replace the train horn.

Power Out Indicator – A wayside device that notifies an approaching train crew whether or not the active warning system at a grade crossing has appropriate power.

Constant Warning Time Circuitry – Railroad signal system elements that use a train’s approach speed to determine when it will reach a grade crossing, and then start the crossing gate cycle a specified time before the train reaches the crossing.

Dual Gates – Crossing gates provided along the approaches to the railroad crossing (often one in each direction, or two total).

Quad Gates – Crossing gates provided along the approaches to and departures from the railroad crossing (often one on each side of the tracks in each direction, or four total).

Electric Multiple Unit (EMU) – a commuter rail technology that uses overhead electric systems to power self-contained electric railcars.

Diesel Multiple Unit (DMU) – a commuter rail technology that uses a diesel engine to power self-contained railcars.



Wayside horn and sign at crossing in Roseville, CA



Wayside horn at crossing adjacent to New Jersey Transit Commuter Rail station



Four quadrant gates at a crossing in Illinois

APPLICABILITY

The new train horn rule generally applies to railroads operating as part of the nation’s general railroad system of transportation. This includes freight railroads across the U.S., Amtrak, and transit systems (typically commuter rail) that fall under FRA oversight. It typically does not include heavy rail systems (subways) or light rail (LRT) systems that operate outside of freight rail corridors. Although the title of the

rule refers to locomotives, it applies to any vehicles operating on the national system, including locomotive-hauled coaches, EMUs and DMUs.

IMPLEMENTATION

Under the FRA Rule, a municipality wishing to implement a Quiet Zone needs to:

- Define the group of crossings to be included in the Quiet Zone. The crossings must be adjacent, and at least a ½ mile segment of railroad must be included.
- Review and evaluate existing conditions at the crossings within the segment. This includes updating the FRA's grade crossing inventory for each crossing.
- All crossings within the Quiet Zone must be improved to certain baseline criteria, generally including flashing lights and gates; power out indicators; constant warning time circuitry; and audible warning for pedestrians.
- Based on the existing condition evaluation and implementation of the baseline requirements, a Risk Index is calculated, both with and without the train horns at the crossings.
- The municipality must then develop an enhancement plan that improves the Risk Index without train horns back to the level of the Risk Index with train horns.
 - o The FRA has defined a group of improvements that can be used to improve the Risk Index called Supplemental Safety Measures (SSMs). If these are used to reach the Risk Index with train horns, the application can be submitted and the Quiet Zone can be established (assuming FRA approval).
 - o If the community does not wish to use SSMs, Alternate Safety Measures (ASM) are available, which also improve the Risk Index. A community can also propose modified SSMs to help improve the Risk Index. If ASMs or modified SSMs are specified in the Quiet Zone application, any resulting approval will be conditional. A Quiet Zone resulting from this process will be subject to annual FRA review.
 - o Grade crossing modifications (SSMs, modified SSMs, or ASMs) are subject to approval by the Colorado Public Utilities Commission and the owning railroad.
- Once FRA approval of the Quiet Zone has been obtained, the community must implement the identified safety measures before the Quiet Zone can be put into place. There is currently no Federal funding for Quiet Zone improvements, so communities must be ready to pay for their safety measures in order to obtain a Quiet Zone. Costs for quiet zone improvements vary widely depending on the measures

All photos from Railroad Control Limited (www.railroadcontrols.com).

used and existing conditions at the crossings. Typical improvements can cost between \$200,000 and \$300,000, meaning a 4- to 8-crossing quiet zone can cost \$1 to \$2 million.

- The FRA reserves the right to remove the Quiet Zone if safety conditions deteriorate after installation.

COLORADO QUIET ZONES

There are currently no Quiet Zones in Colorado. Three Front Range communities are working with the FRA to evaluate Quiet Zones, and one mountain community has prepared and then withdrawn an application. Quiet Zones are most common in the midwestern and eastern states, including Minnesota, Wisconsin, Massachusetts, and Maine.

AGENDA

MILWAUKIE CITY COUNCIL AUGUST 7, 2007

MILWAUKIE CITY HALL

10722 SE Main Street

2011th MEETING

REGULAR SESSION – 7:00 p.m.

I. CALL TO ORDER
Pledge of Allegiance

2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS

Constitution Week Proclamation

3. CONSENT AGENDA *(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.)*

A. City Council Minutes of July 3, 2007 Regular Session

B. Appoint Rebecca Ives to Design and Landmarks Committee -- Resolution

C. Equipment Purchases to Implement Electronic Traffic Ticketing and Docketing – Resolution

D. Contract for Towing Services – Resolution

E. Personal Services Agreement for Insurance Agent of Record – Resolution

F. Renew Intergovernmental Agreement for Juvenile Crime Diversion Program -- Resolution

G. Contract for Minthorn Sewer Replacement -- Resolution

H. Metro Natural Areas, Parks, and Streams Bond Measure Local Share Program Funds—Intergovernmental Agreements -- Resolution

I. OLCC Application for Hartwell's, 10608 SE Main Street, New Outlet

4. AUDIENCE PARTICIPATION *(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.)

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

None scheduled

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

- A. **Proposed Ordinance Repealing Milwaukie Municipal Code Chapter 15.12 and Proposed Resolution Approving the Fire Code as Adopted by the Clackamas County Fire District No. 1 Board of Directors – Ordinance and Resolution (Mike Swanson)**
- B. **Light Rail Main Street Option Discussion (Kenny Asher)**
- C. **Council Reports**

7. **INFORMATION**

8. **ADJOURNMENT**

Public Information

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

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

- For assistance/service per the Americans with Disabilities Act (ADA), please dial TDD 503.786.7555
- The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.

PROCLAMATION

WHEREAS, September 17, 2007, marks the two hundred twentieth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, James Bernard, by virtue of the authority vested in me as Mayor of the City of Milwaukie in the State of Oregon do hereby proclaim September the week of September 17 through 23 as

Constitution Week

And ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I hereunto set my hand this
7th day of August 2007.

James Bernard, Mayor

ATTEST:

Pat DuVal, City Recorder

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
JULY 3, 2007**

CALL TO ORDER

Mayor Bernard called the 2009th meeting of the Milwaukie City Council to order at 7:00 p.m. in the City Hall Council Chambers.

Present: Council President Stone and Councilors Deborah Barnes, Carlotta Collette, and Joe Loomis

Staff present: City Manager Mike Swanson, Planning Director Katie Mangle, and Community Services Director JoAnn Herrigel

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

Mayor Bernard congratulated Alicia Amsberry, Margaret McCue, and Nicole Peterson on receiving the Girl Scout Gold Award. The Gold Award was bestowed upon only 6% of all Senior Girl Scouts and symbolizes outstanding accomplishments in the areas of leadership, community service, career planning, and personal development.

CONSENT AGENDA

A. City Council Minutes

1. May 15, 2007 Regular Session
2. June 5, 2007 Regular Session

B. OLCC Application, Hong King '97, 6128 SE King Road, New Outlet

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

AUDIENCE PARTICIPATION

- **Ed Parecki, Milwaukie business owner**

Mr. Parecki was present on behalf of Mark Gamba who was on vacation this week. He had been trying to get together with TriMet or Metro to show a proposed alignment for Main Street which he was asked to do at one of the last meetings. He wanted to make sure the City received it and forwarded it on to Metro. The proposed alignment was created by Mark Gamba and Shawn of TriMet. It showed the possibility of a 2-rail system on Main by changing Main Street to one-way going south and 21st Avenue going one-way north and putting two tracks on Main Street with a station in front of City Hall and a station in the park-and-ride structure itself elevated to height above McLoughlin Boulevard. In essence there were no buildings being removed or any traffic impeded. It started getting elevated at Jefferson to the park-and-ride and stayed elevated across Kellogg Lake and over McLoughlin Boulevard and on to the west side of McLoughlin Boulevard to wherever it kept going. This was one possibility they had been trying to ascertain if it was even possible to have another alignment that worked. He was sure there would be a lot of refinements and a lot of questions. This kind of highlighted City

CITY COUNCIL REGULAR SESSION – JULY 3, 2007

DRAFT MINUTES

Page 1 of 14

Hall with a station right in front of it. People would be able to come to City meetings via light rail which would be nice. Nothing changes. There were no impacts to the School. There were no impacts to the church or to Milwaukie Lumber. He thought ultimately as the petition showed 25 business owners were in favor of light rail on Main Street. Here it was on Main Street working and exposing the businesses to people coming and going, commuting to and from Portland. He wanted to hand it off to Mr. Swanson to take to TriMet since Mr. Gamba could not contact anybody – they were all on vacation. That was all he was here to do -- to make sure it got to the proper person at TriMet or Metro or a combination of both before the next Steering Committee meeting.

Councilor Collette asked if Shawn worked with Mr. Gamba on this.

Mr. Parecki replied that Shawn had asked Mr. Gamba to work on something like this via phone. He had all the sketches on heights and widths, so they worked together to come up with something like this. Shawn may not have seen the final outcome of their discussions, and this was what Mr. Gamba had come up with.

Councilor Stone said if that happened and there was one-way on Main and one-way on 21st then that would eliminate parking or angled parking.

Mr. Parecki replied on Main Street a lot of the parking would be eliminated but much more would be gained on 21st Avenue because it could be angled on both sides of the street. More was gained than was lost on Main Street. There would still be a travel lane on Main Street.

Councilor Stone asked if there would be a travel lane on 21st Avenue.

Mr. Parecki replied 21st Avenue was one-way.

- **Debbie Cronk, Milwaukie property owner, Portland**

Ms. Cronk felt strongly about the Tillamook alignment. Just looking at the Main Street alignment she was not certain how much extra business the shops would get having light rail moving up and down Main Street. This was the first time she had seen this plan. She felt like the cost had been established for the original plan, and no businesses were removed. This one had that same idea. She understood the cost to work up another plan was \$400,000, and that was a lot of money that could be spent somewhere else in the City. She believed this alignment would make Main Street too busy. She would rather see retail business or the bus transfer than having a lumberyard which she felt should be in a more industrial area. She advocated for the original plan.

- **Alex Foz, Milwaukie**

Mr. Foz encouraged Council to take action on establishing the quiet zone and improving the safety at the intersections of Harrison, Oak, and 37th Avenue. As a new homeowner in the area he was not sure he would have bought the house where he did knowing that the train would be as loud as it was in the middle of the night. They had listened to it but one cannot really tell until 3 in the morning. The actual sound of the train was white noise; it was fine. In the daytime the whistle was nice and did not bother him at all. There was no schedule to the train so one's brain could think about it. The conductors each seemed to do their own thing. The horns were of varying loudness, and some of them seemed to be aware that there were hundreds of people sleeping nearby and loved waking people up. He had a baby and liked to walk from his house to Albertson's and that area. Taking a stroller across those intersections was difficult as they were not very pedestrian friendly. He wanted to state that he cared and that the quiet zone was worthwhile. He imagined it would improve property values as well. He could not

imagine that people would pay the asking price for properties if they had done a little more due diligence than he had.

Councilor Collette asked Mr. Foz if his house shook.

Mr. Foz replied he did not experience shaking because he lived on Rio Vista which was two or three streets up the hill. He could imagine shaking even one block closer depending on the soil.

- **John Otsyula, Milwaukie**

Mr. Otsyula was an environmental scientist and had been a regulator before. He permitted many projects such as the light rail project being looked at here. The last time he tried to discuss National Environmental Policy Act (NEPA) as related to this light rail project, but he ran out of time. This time he would just hit the main points. As a transportation project light rail was required to have alternatives including a no-build option. He looked at what Metro produced for the timeline for this project. It went from different alternatives to a light rail alternative almost out of thin air – just overnight. This was a violation of NEPA. If this project were pursued the way it was stated, alternatives must be given according to the Policy and presidential decree. These were not design alternatives. They were alternative sites. Whether they worked or not they had to be included. Practicable reasons had to be given why they should not be considered. The light rail did not look at cumulative impacts of this project. By that he meant the design that would send the project through Kellogg Lake. That meant there would be impacts to Kellogg Lake. Already the Army Corps of Engineers (Corps) was studying some activity on Kellogg Lake. Kellogg Lake already had a fish ladder to look at the Endangered Species Act (ESA). What was called logical termini, or the logical conclusion of a project, was not clearly expressed in this process. Cumulative impacts also include impacts done way before there was any civilization up to now. That was not looked at. Cumulative impacts also included the 40% funding that would have to come from the residents of Milwaukie. He was not sure we agreed to fund 40% of this light rail. Impacts to the Portland Waldorf School (PWS) – first of all PWS was a historic site. The noise impacts to the children were unbelievable. He could provide a study that showed light rail running that close to the school would result in deaf children. He had enough time repeating things to his 12-year old let alone having to yell at them. A logical alternative would be to put light rail on McLoughlin Boulevard. To the extent that the public came out with an alternative, then Metro as the lead agency needed to take responsibility and follow the regulations or otherwise it opened itself up for a lawsuit. A similar issue happened in the City of Portland where ...

Mayor Bernard asked that Mr. Otsyula wrap up his comments as his time was almost up.

Mr. Otsyula reviewed many environmental impact statements for several projects. He recently permitted a project in Eugene. It was not an option not to include alternatives. It was a requirement to include alternatives. It seemed – he could not believe he had to come here two times to support the idea of just including an alternative.

Councilor Stone asked Mr. Otsyula if he had much more to tell the Council in terms of getting the information out that he was not able to get out at the Planning Commission hearings. Did he have a couple of more minutes of comments? She would like to hear what he had to say.

Mayor Bernard said other people were being limited and was concerned it would not be fair.

Councilor Stone asked if there was someone in the audience who would give Mr. Otsyula 5 minutes.

Mayor Bernard felt Mr. Otsyula had used up his time and asked him to submit the remainder of his comments in writing. Council would be happy to read it, and it would be part of the record. His testimony was also in the Planning Commission record.

Councilor Stone heard Mr. Otsyula and knew he did not have enough time. In the past people had been allowed to give others their time if they knew they were going to go over. The City Council was here to get information, and she appreciated getting information from everybody.

Mr. Otsyula asked if he could come back another time prior to a decision by fiat.

Mayor Bernard said there would be three community forum opportunities over the next month before the decision was made on the City's recommendation. Written testimony was also included in the record.

Mr. Otsyula said the City Council was the decision maker in this process. He wanted to assist the City in not making an egregious mistake. He was concerned something would be lost in the translation if he wrote his comments.

- **Jerry Foy, Oak Grove**

Mr. Foy entered a letter into the record from St. John the Baptist Catholic Church signed by Fr. D'costa the new pastor and Dr. Julie Vogel, the new principal, and himself. He touched on one specific issue. He read some newspaper articles and some comments about the testimony the last time that lead to the fact that it was only PWS that was represented. The truth of the matter was that St. John's submitted in excess of 400 signatures petitioning an alternative study. There were more than just Waldorf involved, and that was the theme the paper was addressing. He read that 33% of the PWS people were out of the area and not in Milwaukie. He assured Council in excess of 400 were from Milwaukie.

- **Scott Churchill, Milwaukie**

Mr. Churchill supported an alternative study and reiterated what Mr. Foy said earlier. He thought there were some people who may have spot checked the signatures that were submitted. Spot checking being looking at addresses maybe. It was truly a coalition of St. Johns, PWS, Historic Milwaukie Neighborhood, and the Lake Road Neighborhood as well. It was not an exclusive PWS agenda. It may have appeared that way initially, but when everyone got the same idea it became a true coalition and expanded to the Friends of Kronberg Park as well. He wanted it recognized it was a well-balanced signature list. It was not exclusive to one particular school either St. John's or Waldorf. Another issue he wanted to bring up was a concern that could affect the validity of any decisions by this Council tonight too. He did a little research on the web on Oregon Revised Statutes (ORS) applicable to issues like this. He was looking at ORS 244.020(1) and (2) which discussed actual conflicts of interest. He was concerned about how any decision by this body could be challenged given proximity of landowners in relationship to this rail spur. He wanted the Council to take that into consideration and make sure it had good counsel. It appeared that there may be some apparent conflicts of interest, and he just wanted to look into that.

Mayor Bernard asked Mr. Churchill if he represented the PWS Board.

Mr. Churchill responded he did not represent the PWS Board. He was a member of the Milwaukie Transportation Coalition (MTC), and that was the hat he wore tonight.

Mayor Bernard noted Mr. Churchill kept mentioning PWS.

Mr. Churchill responded as one of the members of the Coalition that was correct. There were many members in the coalition. There were four core members St. John's School and Church, PWS, Historic Milwaukie NDA, and the Lake Road NDA. They all

signed on for an alternative alignment study which was the core issue of the MTC. In addition to that there were the Friends of Kronberg Park.

Mayor Bernard understood from his comments that Mr. Churchill represented PWS but not the PWS Board.

Mr. Churchill replied he represented MTC to which PWS signed on to in support of an alternative alignment. The core issue with MTC was to study an alternative. PWS supported that core mission, St. John's supported that, the two neighborhood associations supported that, Friends of Kronberg Park supported that, and so did the Friends of North Clackamas Park. They all voted as board members to support that coalition. He asked if that made sense.

Mayor Bernard asked if the Board or the school was signing on.

Mr. Churchill said the PWS Board of Directors was supportive of the MTC and its initiative. It was an independent group supported by all of the various members.

Councilor Stone said Mr. Churchill vaguely brought up conflicts of interest. It was kind of like the elephant in the room. She wanted it known that she did not have a conflict of interest. She thought everyone knew that Mayor Bernard had property in that area, so that was what she understood he was referring to.

Mr. Churchill was not aware of all the property owners in the area that had adjacent property. He was aware of Mayor Bernard's property, and there may be other Council members who had interests in other properties. That was why he would not address it specifically because there may be other members.

Councilor Stone suggested that legal counsel address that since Mr. Churchill brought it up, and it may be an issue.

Mr. Monahan said the statutes on conflicts of interest were primarily related to decisions that were made by a governing body. It was always good practice for members of governing bodies to make declarations so the public was aware of any ownership that they might have or property that could be affected by a decision. Mr. Churchill was alluding to the two types of conflicts. There was likely and apparent. Apparent was when an action would in fact lead to a financial detriment or advantage for someone. The other was a possibility and was less apparent that an action by the governing body would in fact lead to some financial benefit or detriment. In this particular setting, the Council was just exploring various alternatives and making a recommendation of some future action. It would not harm anything for the Mayor or anyone else who had property that could be affected if an alignment going into the downtown area could come close to their property if it could potentially have a financial side effect, then it would be worthwhile mentioning that. It was obviously just raised. He did not think the Mayor in any way has in the past tried to make anyone unaware of his ownership.

Mr. Churchill said his intent was to make sure whatever decision this body came up with stood and could not be challenged without a lack of disclosure. That was what he was trying to achieve. If there were interests, and others might have interest in partial parts of property – he did not know. To hold the decision so it would not be challenged as Mr. Monahan recommended like 244.020.07, which was referred to as a potential conflict of interest as well. Get it out in the open so everyone knew and it would not be challenged. He believed the City Council and Planning Commission heard significant testimony that may result in a recommendation for a certain direction. He wanted it to hold and stand properly. That was what he was after tonight.

Councilor Barnes responded anyone who followed this Council knew that Mayor Bernard was a walking advertisement for Bernard's Garage. Anyone who knew

anything about Milwaukie knew his property. Milwaukie had good counsel who would make sure everything was being done legally. There was no way anyone wanted to ruin a process with any kind of court situation. Everyone wanted this resolved easily with as good a decision as possible for everyone involved.

Mr. Churchill just thought it would be good to get it out there so the public would understand that impact.

Councilor Collette said for the record it might be useful for Mayor Bernard to say he was the only one on Council that had property in conflict with the light rail alignment.

Mayor Bernard responded his property was not in conflict with the light rail alignment, but he did have property downtown. The current or proposed alignments did not touch his property, and there was no plan to ever touch his property. He was confronted at the Market by a person saying he only wanted it to happen so he could sell his property, but he did not own any property on the light rail alignment. In 1998 he stood up at a community meeting that Councilor Loomis attended and said if it was right for the community Bernard's Garage would not be there. If that was what had to happen and he felt it was right for the community, then Bernard's Garage would move. That was in 1998 during public testimony. PWS and Mr. Churchill should realize it was not about us or our backyards -- it was about the future.

PUBLIC HEARING

None scheduled

OTHER BUSINESS

A. Amend Section 13.04.050(A) of the Milwaukie Municipal Code by Deleting the Area to be Inspected and Tested and the Requirement that New Meter Installation Be Inspected by the Clackamas County Department of Environmental Services – Ordinance

Mr. Swanson reported there were two sentences in section 13.04.050 that needed to be updated. The area to be inspected and tested was defined in the Uniform Building Code, and City staff was currently certified to do inspections and no longer contracted with Clackamas County to do so.

It was moved by Councilor Barnes and seconded by Councilor Loomis for the first and second readings by title only and adoption of the ordinance amending Milwaukie Municipal Code Section 13.040.050(A). Motion passed unanimously. [5:0]

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

The City Recorder polled the Council: Councilors Stone, Loomis, Barnes, Collette, and Mayor Bernard voting 'aye.' Motion passed unanimously.

ORDINANCE NO. 1971:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING MILWAUKIE MUNICIPAL CODE SECTION 13.040.050(A) BY DELETING THE LAST TWO SENTENCES DEFINING THE AREA TO BE TESTED AND REQUIRING A PLUMBING INSPECTION BY THE CLACKAMAS COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES

B. Review Community Responses to the Possible SDEIS Inclusion of a McLoughlin and/or Main Street Light Rail Alignment Option

Mayor Bernard read his statement into the record.

"I appreciate very much the time and effort that the members of the Planning Commission, City staff, and Metro and TriMet staff put into hearing the public testimony on the questions I submitted. I know it was difficult, to say nothing of the fact that it took 2 nights of their valuable time. We asked the Commission to participate in a very difficult process, and I appreciate their work. I also want to thank the members of the Riverfront Board for the time and effort they invested. Finally, I would like to thank all who took the time to share their ideas and concerns.

I know that we all want the same thing: namely, we all want what is best for Milwaukie. I am sure that when the decision is made we will all take that into account. We also must be sure to understand that the environment that currently exists will not be anything like that in 10, 20, 30100 years from now and while we have some control over that there will always be pressures beyond our control. As we make decisions we make them for both today and for those who will be here decades from now.

A lot of smart people from the East coast and all across the country that feel that investing in light rail is a good investment and there are also people all across Oregon who also agree and have proven that over and over again by voting to support funding of the Metro light rail system.

The first question I posed to the Planning Commission was: Does a large cross-section of the community support the inclusion of a McLoughlin and/or Main Street Alignment in the South Corridor Phase 2 SDEIS study? The Planning Commission voted "No -2, Yes -2, Don't Know -2."

The second question was: Does McLoughlin and/or Main Street have merit with regard to downtown's future economic development, urban design, and revitalization? The Planning Commission voted "No -1, Yes -5" (of the 5, three stated that a McLoughlin alignment did not have merit, and 2 stated that both could have merit).

I would like to remove from consideration the addition of a McLoughlin alignment for three reasons: (1) negative impacts on Riverfront Park; (2) negative impacts on existing businesses; and (3) to protect the investment ODOT, the Federal Government, and the City of Milwaukie have already invested in McLoughlin.

I am the City's representative to the South Corridor Policy Steering Committee. The next decision facing us is to define the alternatives that will be studied in the SDEIS. It is a decision that will be made shortly. If we are to add another alternative, we need to define the alternative we will introduce. I intend to ask the South Corridor Policy Steering Committee to indulge us a little longer in order for us to develop and conduct a process in a timely manner that will lead to a defined Main Street alternative that can be considered.

I will look to Mike and City staff as well as Metro and TriMet to assist us in developing the next steps. I expect to be able to lay out those steps by the end of this week. He understood there would be three public meetings – one at lunchtime, in the evening, and on the weekend so everyone could attend.

The Council has been provided with both a transcript of the Planning Commission hearings as well as the supplemental material that was before the Commission." Tonight Council would talk about the information it received.

Councilor Collette was excited to see this option. Not necessarily because she thought it was a terrific option; there were some things about it that she liked. As the

Council moved forward if it did open it to another alternative, and this might be a good one. It looked like the impacts might not be that great. Her concern at this stage, and she wanted people to really think about this, was what do we want Main Street in downtown Milwaukie to look like. As much as she was an advocate of light rail and transit options for our citizens now and in the future she was also an advocate of downtown Milwaukie maintaining as much of its small town and historic character as the City could as it moved forward. It was possible to still develop a downtown around an alignment on Main Street, but it would be more difficult. But the complaints the Council has heard over even having 3 and 4 story buildings on Main Street made her wonder how any of the same people who complained about 3 and 4 story buildings could be advocating having light rail come down and be elevated over parts of Main Street. To her it was incongruous. At the same time she welcomed studying it. She agreed completely that she would not be supportive of going along McLoughlin Boulevard for the reasons Mayor Bernard stated. It had taken so long for people to come to consensus on a riverfront park. To come in now and strip out acres of that park when there was so little and to separate downtown from the riverfront when the City had worked so hard to connect the two she could not support moving forward with that proposal. If there were a viable alternative that the community seemed to embrace and it went along Main Street or 21st Avenue she would be open to considering it and having it included in the study. This was the time to look at alternatives because as people mentioned there would not be another shot at this process. At the same time she knew there were people in the community looking at this as a way to stall light rail and keep Milwaukie from ever having light rail. She would work very hard to keep this process moving forward because she thought that did this community and its future and its children a terrible disservice if we used our own small nature and lack of vision to stop a process that could be of huge benefit to future.

Councilor Stone wanted to comment on what Councilor Collette just said about people trying to use this alignment issue to thwart light rail from even coming. She did not see that happening.

Councilor Collette said there were some people, and she thought they were small in number. There were some people who would do that.

Councilor Stone said most of the community knew she had not been a real strong supporter of light rail. Not because she did not believe that trains were necessary and were good. Her issue was that it was not an adjunct to the current public transportation infrastructure. We have buses out there that go to multiple areas all over the region. Light rail was a pretty fixed track. What happens when the light rail line comes through some buses are displaced. The lines are completely eliminated. To her it seemed contradictory in terms of trying to make a transportation infrastructure that was multimodal. Therefore, a choice has been eliminated for citizens when that happens. Now a person that rides the bus will have their line eliminated because of light rail and would have to get in their cars to go to the light rail station which increased congestion and pollution. So she had some issues with it because she did not believe it was practical from that standpoint. If they did not eliminate bus service and if it was an adjunct to public transportation that would be a whole other story. People would therefore have that option left. They give you no option in some instances. They make you ride the train because they have taken your bus away. She thought this discussion over the alignment really for her had begged the question of should we even bring light rail into Milwaukie. She did not know what the long-range plan was in terms of if it would ever go south to Oregon City. She had heard that it would not go down McLoughlin Boulevard. The Hwy 224 route was not even being discussed any longer because they had the 205 alignment to the transit center. She had to wonder if the alignment needed to stop at Southgate or even the ODOT site. She would like to see in

the SDEIS not only alignments such as what have been suggested. Looking at Main, McLoughlin, and 21st – she wanted it to be a much broader look. The gentleman who was an environmental scientist said in there that it was a requirement to have alternatives. It was a requirement to have as one of the alternatives a no-build alternative. She thought the Council needed to look long and hard at that. Light rail was expensive. It was costing taxpayers hundreds of millions of dollars. The federal money we get was still taxpayers' dollars, and she thought the Council needed to look at how wisely it was spending that. She took a visit with Cyndia Ashkar of the Waldorf School – she invited all member of Council to take a look at the locally preferred alternative site today. While she was up there in back of the school Union Pacific rolled by. It was loud and blowing the horn and rumbling. You can feel the ground vibrate. It started her thinking about transportation alternatives and how we can really make a great transportation hub here in Milwaukie and not just focus completely on light rail. Was there a possibility of utilizing Amtrak that comes through our City to run a line out to Oregon City? Was it possible to have a hub at Southgate or ODOT that included a stop for Amtrak, a stop for Trailway buses, a stop for TriMet, for cars. She traveled a little bit in our world and saw what other countries did in terms of their transportation infrastructure. It was much more superior to anything we could hope to have unless there was an unlimited pot of money to build it with. She thought the Council needed to look in a more broader sense and not just say forward this alignment idea for 21st and Main to be included in the locally preferred alternative SDEIS. She thought the Council needed to send a letter that addressed what the City really wanted to see in our town. She particularly had reservations about putting a light rail train in our downtown because the scope of the infrastructure and size was disproportionate to our footprint in downtown. She thought the Council needed to look at the scale of things. Even as we were doing our buildings that was a big concern from our community and it was certainly a concern for her. The scale of light rail was a big concern as well. She thought that ultimately we had some federal funding now, \$250 million in lottery money – state funding. The City still needed to recoup significant amounts of money to build this project. It had always been her belief that this should go to a vote of the people. She truly hoped that it would. She had a really hard time sitting up in this chair and watching what we do with our infrastructure transportation dollars. She wanted to spend them in the wisest way to give the benefit to all the community. The Council just passed a street maintenance fee and executed the right to do the 1.5% PGE franchise tax and the gas tax. All of this was happening yet we were talking about building light rail and transient-oriented development structures that had vertical tax abatements that we all pay for. Nobody was paying taxes down there for 10 years. There were a lot of issues she had with this whole idea about light rail and its alignment. She hoped the Council would want to see this in a broader picture and take it to the South Corridor Policy Steering Committee with the idea in mind that maybe we will not come into downtown Milwaukie. We have to remember the locally preferred alternative was chosen when we thought the transit center was going to be at Kellogg Lake. That was not happening any more. She thought the question really needed to be asked should we even bring it into our downtown or should we terminate it elsewhere. She did not want to see the neighborhoods being a terminus for the train and for a high rise parking structure. She thought that would really look terrible and would just bring a lot of unnecessary traffic into our neighborhoods. For the record she was not in favor of light rail for the reasons she just stated. But if the Council was voting on this alternative she hoped – and the alignment – that it would be so broad that everything was looked at. The study needed to be all inclusive and needed to include a no-build alternative.

Mayor Bernard asked Councilor Stone if she wanted to comment on the McLoughlin Boulevard option.

Councilor Stone thought all alignments needed to be considered. You cannot just say this will do this or this will do that. Nobody knows what the impacts will be unless the thing was studied. That was the key; you had to study it. You should not limit yourself to study only one option or two options. You should look at the entire area and study it. She would be remiss if she said, this was what will happen if you do this. She did not know. She was not the expert here. That was why we do the DEIS studies. She thought the Council needed to make sure it was in compliance with the NEPA policies as well.

Councilor Loomis said it had been a long time since the Council had talked about light rail and had not been revisited after the Kellogg Lake decision fell through. He would reply 'yes' to both of the Mayor's questions. The groups were passionate on both sides. Some thought it was the greatest thing ever; some thought it was evil. The majority of people in this City thought it was okay as long as it did not cost anything or tear up the town. Put it in the best place where it did not negatively impact the community. Don't ask me for the money, and I'm okay with it. He felt that was what the cross section of the community believed. From what he had heard and seen light rail did add some economic revitalization to areas. Some thought that was good; some thought that was bad. When he was much younger and voted for the creation of Metro, he voted so everyone would chip in and have a great zoo. Whether one agreed with Metro's direction or not, it was supported by the region – by the majority of people. He would have chosen another transportation alternative – he was a car guy. He would like to see the infrastructure and not all crammed in, but that was reality. That was the way it was going, and it was working according to plan. We were getting tighter and tighter. Transportation was an issue, so in the future people would welcome and use light rail. It would be a benefit for the community. Both the Main Street and McLoughlin Boulevard alternatives had an effect on the park. He did not want anything to slow down progress on the park. He wanted the park to move forward and not wait on light rail. If part of it was torn up in the future, then fine. Do not wait for light rail to come before doing anything to the park. In looking at the park he saw some benefit on the west side. He would like to see it studied. The property at the north end was a possible park-and-ride. He could see getting a viable way to cross McLoughlin Boulevard out of that. A bridge perhaps. What would be done with the top area anyway? It was something to look at. What did the Council's decision actually mean when it went to the Steering Committee. What was the process? Would it come back to the City Council? What were the ramifications of the Council's recommending these alternatives?

Mayor Bernard replied the SDEIS was a yearlong community involvement process with many opportunities for the City Council and community to participate. Adding the Main Street and McLoughlin Boulevard options to the process would cost about \$300,000 to \$400,000.

Councilor Loomis thought that was a bargain considering the citizens and institutions that were coming forward. More information would help him make a good decision.

Councilor Barnes spoke with a North Clackamas School District Board member and noted the District was on record in favor of the Tillamook alignment. She understood Councilor Stone and Councilor Loomis represented a portion of the community, as did Councilor Collette and Mayor Bernard. This was a very difficult issue for her because she had been on the fence until she met with Mr. Asher. She was trying to understand this more each day because it was a huge issue. She had a couple of concerns but she believed Kathy Buss of the Lake Road Neighborhood Association summed it up. "While there are certainly some intense challenges to be faced with the current study plans I prefer to be optimistic that they can be overcome in at least a satisfactory way. It is true that I am pro-light rail, but it is more because there has been no alternative, much less a "perfect" solution brought forward. Doing nothing is not acceptable and light rail does

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DRAFT MINUTES

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work. Milwaukie can make it work to our advantage.” If we stay united on that Councilor Barnes thought they could come to a solution. She did have one concern, which was \$300,000 per alignment study which could be over \$1 million. That was a lot of money. It came from taxpayers too. She would not be in support of McLoughlin Boulevard. She thought the Riverfront Board was very clear. The one thing the Council and community was able to achieve was to understand the importance of the Milwaukie riverfront. The City had moved on that to the point where it was making progress. To stop that progress in any way, shape or form would be a detriment to the community. That was our living room, and she did not want to see anything stop that progress. She had not even thought about Main Street as a possibility. She did not know about that. It looked great on paper, and she wished someone were present from TriMet to help Council understand it better. She appreciated the fact the Mr. Parecki brought it forward. Maybe that was the winning solution. She was concerned that once again light rail was breaking up the community. This was based on emotion and innuendo in a lot of ways. Studying things may help, but it came down to core values. What did this community really want 50 years from now? When we leave this earth to our children and grandchildren... She had a brand new granddaughter and when holding her in her arms she thought about what she wanted to leave. They lived in Milwaukie, so she thought about what she wanted to leave as a legacy. That she can get on a bus, light rail, a car? She wanted her granddaughter to have every option available. There were parents and grandchildren in this community thinking about what they could leave for their own kids. As the City moved forward she would say absolutely ‘no’ on McLoughlin Boulevard. She did not see anything relevant to the community. She thought light rail had some really good promises for today and into the future. Our environment depended on us making good choices for the future, and that was where the Council needed to be thinking.

Mayor Bernard explained the SDEIS was a supplement, and no-build was already included. There were already other alternatives including light rail. The legislature voted for \$254 million for light rail last week, which would be almost the entire match. People across the country supported light rail as an investment. Metro was considered one of the premier systems. The Federal Transit Administration allocated \$350 million for I-205 light rail last week. People across the country were investing in this transportation system. People may not drive cars someday. He sat through both Planning Commission meetings, and that group did a good job under a lot of pressure. The Council heard some of the same comments at this meeting. He read all of the information. The McLoughlin Boulevard alignment was totally destructive. 56,000 cars used McLoughlin Boulevard, and light rail would close every intersection when the train came. Trains ran every four minutes during the peak times – two hours per day. The McLoughlin Boulevard alignment also took out 8 businesses, and he understood that included Mr. Parecki’s. Every single design took out his and other businesses. The McLoughlin Boulevard improvements cost \$4 million plus millions on the riverfront. It took 20 years to get consensus on that plan, and it seemed absurd to start all over again. The Riverfront Board members had been working for 15 years to come to consensus. It did not make sense to him to take 26-feet of the riverfront. He thought McLoughlin Boulevard should be pulled from the recommendation. There were some advantages, but over the next month he would have to see that. He could not support spending \$300,000 or \$400,000 or \$800,000 or \$1.2 million of taxpayers’ dollars. He was a financially conservative person and could not see wasting money by throwing stuff on this study. People say alternatives were never studied. The locally preferred option was worked down to one – 1996, 1998, 2001, 2002, 2004, 2007. In his office there were even some from the 1980’s. The riverfront plan too. He thought that was the whole idea of working them down to one. What was accomplished with having 16 and at \$400,000 a shot. Can you imagine what has already been spent on studying

these? Millions and millions in taxpayer dollars because people came up and said something should be added. Maybe it should be buried under McLoughlin Boulevard or under the river. One day Mayor Vera Katz asked him to sit in on a downtown Portland alignment committee meeting. People fought and fought, and some people wanted it buried. Now people were talking about burying the Sellwood Bridge or take out every apartment ever built. At some point it had to come down to one. The McLoughlin Boulevard alignment was not one he would ever consider. He did not want to spend hard earned taxpayer dollars to add this and that.

It was moved by Mayor Bernard and seconded by Councilor Barnes to remove the McLoughlin Boulevard alignment from consideration and take the next month to look at Main Street/21st Avenue alignment.

Mr. Swanson explained to say Main Street was a general concept. The City was trying to work with TriMet and Metro to come up with a process that would make it more definable and look at options and provide more than a global Main Street idea. Mr. Parecki presented one at this meeting, and maybe there were others. A month-long process would give it more definition, so when it was taken into the SDEIS it would be more than a global statement. Any Main Street alternative at this point was probably fair game and define what would be an acceptable project to take onto the SDEIS.

Councilor Loomis understood in that case that the Council was answering a question that was not even asked of the general public. He thought the Council was going to discuss the two questions.

Councilor Barnes responded the Mayor asked those questions of the community for feedback, and now he needed to make a recommendation to the committee with Council input. She asked if the maker of the motion would be open to an amendment that in addition to the McLoughlin Boulevard alternative being removed from being moved forward that a Main Street alternative be considered in the SDEIS.

Mayor Bernard wanted to spend a month looking at the impact of the Main Street alignment. There was not enough known about displacement or height until there were some preliminary drawings. Trains needed room to turn, and he wanted to see those types of impacts before he supported spending more money. He would like to spend a month looking at those types of impacts. He proposed three open houses to discuss those issues in conjunction with TriMet and Metro.

Councilor Loomis understood the reason for this meeting was so he could give the Steering Committee a recommendation tomorrow or Monday.

Mayor Bernard said he would ask for a little more time on July 9. He was confident the Steering Committee would give the City more time to look at Main Street and/or McLoughlin Boulevard.

Councilor Collette heard the possibility of two motions. The first was to take the McLoughlin Boulevard alternative off the table. The second motion might be something like the Council wanted to take another month to meet with the community and try to refine an alternative that could be brought to the SDEIS.

Mayor Bernard said his first motion was to remove McLoughlin Boulevard and consider some possibilities on Main Street over the next month.

Councilor Barnes said she understood that as a seconder.

Councilor Stone asked if the maker of the motion would be willing just to make it clear to split the motion into two pieces. The first would be to eliminate the McLoughlin Boulevard alignment from consideration and the next to look at other possibilities during the next month instead of doing it in one motion.

The maker and seconder of the motion agreed, and Mayor Bernard withdrew his motion.

It was moved by Mayor Bernard to remove McLoughlin Boulevard from further consideration, and Councilor Barnes seconded the motion. Motion passed with the following vote: Councilors Barnes and Collette and Mayor Bernard voting 'aye' and Councilors Loomis and Stone voting 'no.' [3:2]

It was moved by Mayor Bernard to consider alternative alignments including Main Street and possibly 21st Avenue over the next month, and Councilor Collette seconded the motion. Motion passed unanimously. [5:0]

It was moved by Councilor Stone to look at the possibility of not putting light rail all the way through the downtown. She liked the plan on the wall because it made some sense to do a one-way street. Light rail was too big in scale for the downtown footprint. She would not be opposed to see a trolley going through the downtown. She would like to throw that out to the City Council for discussion to see if maybe that was something that could be taken forward to the South Corridor Steering Committee as a possibility for the downtown if light rail could terminate at Southgate or even the ODOT site. It would certainly save hundreds of millions of dollars by not running it through the downtown, and it might eliminate a lot of possible destroying of property in terms of needing more space for a light rail line than a trolley. There used to be a trolley track on the riverfront on the west side. It certainly would speak to bringing a little piece of history back into Milwaukie. She really liked that idea. She moved to include that possibility as the suggestions were taken to the South Corridor Policy Steering Committee. Councilor Loomis seconded the motion.

Councilor Loomis asked Councilor Stone if her idea was to end at Southgate with a streetcar.

Councilor Stone said when she was first appointed to the Council -- a few months into her first term light rail landed in her lap. She threw out what some people thought was a wild idea which may be expensive to sink the traffic from Southgate to River Road and run light rail down the middle of McLoughlin Boulevard should that line be extended further south. That was a question that needed to be answered. Where was it going? She did not want it just to terminate in the downtown and not go anywhere else. That would be doing a disservice to the neighborhood to have that happen. There were a lot of questions that needed to be answered to which the Council did not have the answers right now. It was difficult to make a decision when one did not know all the little elements that could certainly impact where the line was put. She commented briefly on what it would cost to study an additional alignment. She did not know where those figures exactly came from, but she knew from sitting at the dais that figures were tossed out. A month later they were different and different a month after that. Her example was the moving of the bus mall. At first it was not feasible because it was going to cost too much. Now they figured out a way to make it happen. She thought those numbers should be taken lightly and not just bank on that was how much it was going to be for every alignment studied. She felt the City should be diligent in asking the regional partners about what it wanted. She felt the City should hold them accountable to ensure the City got what it wanted and that those 14 points were acknowledged and that the impacts to the neighborhood were not there. She thought the City really needed to look at that and encourage them to do that as well.

Councilor Collette could not support the motion. The City and region had gone over those other options for years and years. They had been studied in great detail. Burying McLoughlin Boulevard and putting light rail over the top would mean they would probably have to have boats for the traffic because the City was right on the river. The

water table was very close. More importantly, stopping light rail before it got to Milwaukie and further south did a huge disservice to this community because it did nothing to relieve traffic on McLoughlin Boulevard. The trolleys and streetcars cannot carry the number of passengers that light rail can for the same size and amount of money. Most of the traffic would still be coming on McLoughlin Boulevard, and people would queue up to get on light rail at Southgate. She did not think it was a viable option for light rail to bypass Milwaukie and not reach the community.

Mayor Bernard added the Working Group recommendation would be studied which was the Tillamook Branch. There was also the alternative that would come down Main Street and past Southgate to the Tillamook Branch. At the end where it continues south out of downtown Milwaukie would also be studied in that alignment. There were a number of alternatives. This has been studied since 1990. He did not support adding those. Quite a bit of time had been spent on looking at busway, bus rapid transit (BRT), streetcars, and other methods. He felt this would only delay the process even further and waste taxpayer dollars.

The motion failed with the following vote: Councilors Loomis and Stone voting 'aye' and Councilors Barnes and Collette and Mayor Bernard voting 'no.' [2:3]

C. Council Reports

Councilor Stone recapped the 3rd Annual Secret Garden Tour and reported she toured the Vancouver Wastewater Treatment Plant as a member of the Site Selection Committee. A treatment plant might end up in the North Industrial area, and maybe light rail could go on top of that.

Councilor Collette noted the extraordinary tree canopy in the Ardenwald neighborhood, and she and Councilor Stone urged that ordinances be considered that protected some of these trees. Some were being cut because they were on private property. It would be good to do a tree inventory and heritage tree designation.

Councilor Stone noted there was a lot being cleared on Balfour, and there was no recourse. It would be an important endeavor because many beautiful old trees were being lost that she estimated should still be standing.

Mayor Bernard was installed as the North Clackamas Chamber chair.

ADJOURNMENT

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

Mayor Bernard adjourned the regular session at 8:30 p.m.

Pat DuVal, Recorder

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPOINTING REBECCA IVES TO THE MILWAUKIE DESIGN AND LANDMARKS COMMITTEE.

WHEREAS, a vacancy exists on the Milwaukie Design and Landmarks Committee; and

WHEREAS, Milwaukie Municipal Code Section 19.323.4(A) provides for appointment of members of the Milwaukie Design and Landmarks Committee "by the council;" and

WHEREAS, Rebecca Ives possesses the necessary qualifications to serve on the Committee and has indicated his desire to serve.

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

SECTION 1: That Rebecca Ives is appointed to the Milwaukie Design and Landmarks Committee.

SECTION 2: That her term of appointment shall commence upon adoption of this resolution and shall expire on March 31, 2011.

SECTION 3: This resolution takes effect immediately upon passage.

Introduced and adopted by the City Council on August 7, 2007.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Ramis, Crew & Corrigan, LLP

Pat DuVal, City Recorder

City Attorney



MEMORANDUM

To: Mayor and City Council
Through: Mike Swanson, City Manager
From: Larry R. Kanzler, Chief of Police
Subject: Electronic Ticketing and Court Docketing
Date: July 19, 2007

Action Requested

Adopt a resolution authorizing the City Manager to approve the purchase of hardware and software to implement electronic traffic ticketing and docketing for the City of Milwaukie.

Background

Traffic related concerns are the number one complaints received by the police department. Neighborhoods complain about the speed of vehicles, pedestrians complain that cars fail to yield to them in the crosswalks, and motorists complain about the high speed of traffic on McLoughlin Boulevard and Highway 224.

Highway 224 and Highway 99E, McLoughlin Boulevard, provide the primary commuter routes through Milwaukie. More than 80,000 commuters use these two thoroughfares everyday as they travel to and from work. When these routes backup with high volumes of traffic during the rush hour commutes, the commuters divert into the City's residential neighborhoods in their efforts to avoid delays. As a result, neighborhood traffic speeds increase and the danger of being involved in an accident increases.

To address these community complaints and concerns, the police department has taken a very aggressive approach to enforcing the traffic laws. Two motorcycle officers are dedicated to traffic enforcement, and traffic speed monitors are used to determine patterns of times and places where speeding is a problem. Once the pattern of speeding is identified, motorcycle officers are dispatched to work those locations during the patterned periods.

As a result of the department's directed traffic enforcement efforts, the number of traffic citations being issued has more than doubled during the previous 12-month period. The collateral effect of this heightened level of traffic enforcement

is being seen in Milwaukie's municipal court and the doubling of the workload being administered by court staff.

During its 2007 session, the state legislature passed House Bills 2466 and 2508 authorizing the City of Milwaukie to deploy photo traffic enforcement technology for speed and red light traffic enforcement. Based on the history and use of this technology in other similar cities the number of citations issued is forecasted to double and correspondingly the workload on court staff will also double.

To reduce the court staff's work of transcribing paper traffic tickets to a court docket, electronic ticketing provides officers with the technology to issue the citation and then electronically transfer the citation directly to the court software. As the e-ticket moves through the transfer process it is automatically added to the City's financial and municipal court modules thereby eliminating the need to manually process the paper citation by court staff.

Currently, there are several jurisdictions using various forms of e-ticketing that include Clackamas County and the City of Portland. The City of Portland's e-ticketing system, Tripod Data Systems (a Trimble company), integrates the issuance of the ticket into the court system, creates the court docket, and is capable of providing revenue data compatible with the City of Milwaukie's InCode accounting software thereby eliminating redundant court, docket, and revenue information.

All other e-ticketing systems that we have been able to identify fail to integrate tactical data information (driver's license status, criminal arrest warrants – State and NCIC checks, and vehicle registration information) into the hand held ticketing unit. Only the application developed by Tripod Data Systems (TDS) offered automated court docketing and software that allowed direct entry revenue documentation without redundant clerical keyboarding.

It is our intent to phase implementation of the e-ticketing system. Phase one would create the infrastructure to support implementation of five handheld units, the court docketing software, and revenue accounting data collection at a cost of \$95,000. Phase two would be implemented during FY 2008-09 and would fund the cost of fully integrating an additional 25 handheld ticket e-ticketing units to the remainder of the police department, an estimated \$125,000.

Concurrence

- Police Department
- Milwaukie Municipal Court Personnel

Fiscal Impact

Phase one of the project is estimated to cost \$95,000. Phase two, implementing the system police department-wide, is expected to cost an additional \$125,000.

Implementation of the TDS e-ticketing system would eliminate violator mailings to clarify illegible information, the creation of clarifying letters, eliminate the dismissal of citations by the court for missing data, and reduce the administrative

cost of processing large volumes of traffic citations. The capacity of court staff will be enhanced.

The TDS e-ticketing system costs were approved in this year's police department budget.

Work Load Impacts

Currently, court staff is working at capacity to create dockets and track revenue data. This system would eliminate all but a small number of hand written citations. With the implementation of phase two, hand written citations will be an anomaly.

Traffic officers currently spend more than an hour each day writing documentation for traffic citations issued. The average time to issue a hand written citation is ten minutes. The average time is driven by radio verification of driver's license status information, vehicle registration information, and checks for criminal warrants. In comparison, the average time for a TDS e-ticket is four minutes.

Portland Police Traffic Division officers equipped with the TDS e-ticketing system are issuing 50-60 citations per 10-hour work shift. By comparison, Milwaukie Police Traffic Unit officers are issuing between 18 to 25 citations per 12-hour shift. The complaint by Milwaukie traffic officers is that they could be issuing more citations except for the time it takes to hand write all the information. The TDS e-ticketing system automates all of the handwritten information.

When court staff receives the hand written citations they review the citation for legibility. If any of the citation is illegible court staff sends the violator a letter clarifying any confusing or illegible information on the citation. The creation and mailing of these individual letters is very time consuming and adds cost to the court docketing process. The TDS e-ticketing system will remove all legibility issues, the individual mailings of correcting information, and eliminate the associated mailing costs.

Alternatives

- Seek Council spending approval on each component that exceeded the City Manager's spending authority. This would create additional staff work drafting individual resolutions for a project currently approved and budgeted.
- Authorize the City Manager authority to approve all expenditures for this project as the vendors bill them. This eliminates the need for individual component spending approval that exceeds the Manager's spending authority and the additional staff workload this creates. Also, the efficiency and timeliness of project implementation will be greatly improved.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
AUTHORIZING THE CITY MANAGER PROJECT PURCHASING AUTHORITY FOR
ELECTRONIC TICKETING EQUIPMENT.**

WHEREAS, the City of Milwaukie understands the need to develop efficiency and economies of scale within departments and citywide operations; and

WHEREAS, the City Council has directed city staff to develop efficiencies in all departments; and

WHEREAS, the community demands a visible and effective police traffic enforcement presence to keep Milwaukie's streets safe;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to authorize E-ticketing equipment and services purchases for development and implementation of the project.

Introduced and adopted by the City Council on August 7, 2007.

This resolution is effective on August 7, 2007.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Ramis, Crew, Corrigan LLP

Pat DuVal, City Recorder

City Attorney



To: Mayor Bernard and Milwaukie City Council
Through: Mike Swanson, City Manager
From: John W. Hipes, Sergeant
Date: July 17, 2007
Subject: Recommendation of Contract for Towing Services

Action Requested:

It is respectfully requested that the Mayor and Council adopt a resolution authorizing the City Manager to enter into a Personal Services Contract with Olson Brothers Service, Inc. dba Olson Brothers Towing for towing services.

Background:

The police department depends on private sector companies to provide towing services. The services are used for impounding vehicles, to clear accident scenes, removing abandoned vehicles, and tow city owned vehicles. Olson Brothers Towing Service has been the sole contractor for towing services since 1992.

As of June 30, 2007 the contract with Olson Brothers expired. A Request For Proposal (RFP) was issued on June 26, 2007. Request for Proposals were accepted until July 9, 2007 at 2pm. On July 5, 2007 Olson Brothers submitted a proposal, which, was the only proposal, submitted by the stated deadline.

After reviewing Olson Brothers proposal I found they meet or exceeded the RFP requirements.

- Good to excellent performance for the previous contracts
- Immediate response to special requests including reduction or waiving of fees and free unlocking services.
- Vehicle storage within the maximum distance required by the RFP.
- Facilities above average for storage requirements, security and ease of accessibility for police and customers.
- Highly recommended from police and customer references.
- High satisfaction rate based on comments from police department employees.

- Local business and community connection.
- Equivalent alternative service for heavy-duty towing equipment (sub-contract between Olson Brothers and Buds Towing). Buds Towing offers specialized water response for waterway clearance in the City.
- Below average metro area towing rates. (Olson Brothers also includes their storage facility within the geographical boundaries of the City of Milwaukie, so there are not additional fees for mileage from inside the city).

Concurrence

Police Department Staff

Fiscal Impact

The City of Milwaukie does not pay for towing services of privately owned vehicles. Olson Brothers charges towing fees to the owners of the vehicles towed and stored. The City of Milwaukie does pay reduced fees to Olson Brothers for the towing of any city owned vehicle.

Work Load Impacts

None

Alternatives

Reject Olson Brothers proposal and initiate a new RFP process.

Attachments

1. Personal Services Contract for Towing Services
2. Exhibit A to Contract – Scope of Work
3. Resolution



Personal Services Contract

THIS AGREEMENT is made and entered into this 1st day of, July 2007 by and between the CITY OF MILWAUKIE, a municipal corporation of the State of Oregon, (CITY), and Olson Brothers Service, Inc. dba Olson Brothers Towing (CONTRACTOR).

RECITALS

- a. CITY has need for the services described in this contract, including Exhibit A.
- b. CONTRACTOR has the training, ability, knowledge, and experience required to perform the services described in this contract.
- c. CONTRACTOR is qualified and capable of performing the services required by this contract.

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 execution, and shall expire, unless otherwise terminated or extended, on June 30, 2010. All work under this agreement shall be completed prior to the expiration of this agreement. The CITY reserves the right to extend the term of this contract for an additional two years.

III. COMPENSATION

All compensation shall be paid by vehicle owners at the rates specified in EXHIBIT "B" attached hereto and by this reference made part of hereof. CONTRACTOR shall be responsible for the delivery of quality towing services ordered by the CITY. CONTRACTOR will receive all police requests for non-preference private tows during the term of the contract. CONTRACTOR will be compensated by owner of vehicle and not by the CITY under any circumstances.

Fees established in EXHIBIT "B" shall remain fixed for the first three years of the contract and may be adjusted for the additional two years in accordance with the most recent calendar year consumer price index (all urban consumers component) for the Portland Standard Metropolitan Statistical Area (SMSA).

IV. OWNERSHIP OF WORK PRODUCT

CITY shall be the owner of and shall be entitled to possession of any and all work products of CONTRACTOR which result from this agreement, including any computations, plans, correspondence or 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.

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 is not employed for a total of 600

hours or more in the calendar year by any public employer participating in the Retirement System.

C. Unless exempt, CONTRACTOR shall pay the City of Milwaukee Business Tax

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 Milwaukee, 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 Milwaukee 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 all of the 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 (any one fire)	50,000
Medical Expense (any one 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 effected until the required certificates have been received and approved by the City.

Proof of insurance shall be provided before work commences to:

City Recorder
City of Milwaukie
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.

IX. 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: Accounts Payable
City of Milwaukie
10722 SE Main
Milwaukie OR 97222

CONTRACTOR:
Olson Bros. Towing
14115 SE McLoughlin Blvd.
Milwaukie, Or. 97267

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.

X. 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.

XI. 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 at least 90 days prior to the termination date specified in the notice. If CITY terminates the contract pursuant to this paragraph, CONTRACTOR shall have the right to recover from vehicle owners for all tows performed before termination of the contract. The right of CITY to terminate provided in the above clause does not limit any other rights and remedies provided by law or under this agreement.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. EXTRA (CHANGED) WORK

Only the City Manager may authorize extra (and/or changed) work. Failure of CONTRACTOR to secure Manager's 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.

XVII. 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.

XVIII. WARRANTIES

CONTRACTOR warrants that it will perform all services with professional skill, using appropriate equipment and capable personnel.

XIX. 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.

XX. 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 13.135 are incorporated by this reference.

XXI. 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.

XXII. AUDIT

CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit City 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.

XXII. 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.

XXIII. 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: OLSON BROTHERS
TOWING

By:

By:

Mike Swanson, City Manager

Bradley S. Olson, General manager

EXHIBIT “A” – SCOPE OF WORK

SCOPE OF WORK:

The selected CONTRACTOR shall be responsible for the delivery of quality and cost effective towing services as ordered by the City of Milwaukie.

SPECIFIC RESPONSIBILITIES:

Prior to commencement of service CITY and CONTRACTOR shall mutually agree to:

1. Provide twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five days (365) per year service. This requirement includes gatekeeper service when tow lot is not open. Contractor must guarantee one-hour response by gatekeeper after telephone/radio notification for release of vehicle.
2. Contractor must have complete geographical knowledge of all streets in the immediate vicinity of the City of Milwaukie.
3. Tow lot must be easily locatable and accessible. Lot must be located within three miles of the city limits of the City of Milwaukie. Lot must be well lit at night and appropriately signed. Outside storage lot must be fenced and of sufficient size to accommodate tows ordered by the CITY. Secure inside storage must be available for at least two vehicles (maximum order anticipated by the CITY) at any one time.
4. All drivers will be licensed, trained and insured appropriate to the legal requirements to operate the equipment to which they are assigned.
5. Contractor will be responsible for containing and removing spilled or leaking fuels, oils and non-hazardous materials in cooperation with, and under direction of, the Clackamas Fire District #1 and/or the Milwaukie Police Department. Contractor will assure that each tow vehicle is equipped with absorbent pads, dikes, diesel transfer pumps, absorbent sweeps and a tank patch kit.
6. Contractor will be responsible for post accident clean up under the direction of the Milwaukie Police and/or Clackamas Fire District #1.
7. Tow requirements shall, at a minimum, be:

EXHIBIT “A” – SCOPE OF WORK – Page 2

<u>EQUIPMENT</u>	<u>CLASS “A” (under 12,000 gvw)</u>	<u>CLASS “B” (12,000-27,000 gvw)</u>	<u>CLASS “C” (27,000+ gvw)</u>
1 lb. CO2 or Dry Chemical fire extinguisher	“	“	“
Emergency Warning Lights with night visibility of at least 500 feet	“	”	“
One extension light or 5 cell flashlight or equivalent	“	“	“
One wrecking bar	“	“	
Six emergency fuses (thirty-minute) or two electric flashing red emergency portable lights with night visibility of at least 300 feet	“	“	“
Adequate unlocking tools	“	“	(not required)
Adequate hot start cables of not less than ten feet	”	“	(not required)
At least one set of dollies per truck (except roll beds)	“	(not required)	(not required)
Portable auxiliary brake lights, turn signals and tail lights for use on towed vehicles	“	“	“
Two-way radio/cellular telephone communication system	“	“	“
Reversible power winch	8 ton with 100’ steel cable	10 ton with 150’ steel cable	30 ton with 150’ steel cable
Tow Availability	Day – 20 minutes Night – 30 Minutes	Day – 20 minutes Night – 30 Minutes	Day – 30 minutes Night – 45 minutes

EXHIBIT "B"

Proposal Form

Sergeant John Hipes
Milwaukie Police Department
3200 S. E. Harrison Street
Milwaukie, Oregon 97222

Dear Sergeant Hipes:

We have read the Request for Proposal and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the. We have reviewed the Personal Services Contract, included as Attachment "C" with the Request for Proposals, and agree to execute such upon award of the contract by CITY.

It is further understood that all information included in, attached to, or required by this Request for Proposal shall be public record upon its delivery to the CITY.

We propose to provide Towing Services in accordance with the specifications contained in the proposal submitted in response to the RFP issued by the City of Milwaukie for a three-year period with contract extensions of two additional years at the option of the CITY.

The rate price schedule proposed by: *

Submitted By:

Olson Brothers Towing
(Firm)

by: Bruce Olson / GENERAL MANAGER
(Signature/Title) (Signature/Title)

503658-5141
(Telephone) (Date)

* See next page for worksheet Towing Services Proposed Rates

Exhibit "B"

Towing Services Proposed Rates

SERVICES	CLASS A	CLASS B	CLASS C	OTHER	CITY OWNED
Towing Minimum	\$90.00	\$120.00			\$40.00
Flat Rate	\$90.00	\$120.00			\$40.00
Mileage One-Way **	\$4.00	\$5.00			\$3.00
Dolly or Flatbed	\$35.00	N/A			\$20.00
Standby Time per Operator	\$70.00	\$70.00			
Outside Storage per 24-hour period	\$25.00	\$35.00			
Inside Storage per 24-hour period	\$40.00	\$50.00			
Dispatch Fee	\$0	\$0			
Labor at Scene	\$70.00	\$70.00			
Roll Over per Hour	\$70.00	\$70.00			
Special Recovery/Winching Per hour	\$70.00	\$70.00			
Remove Drive Line	\$35.00	\$45.00			
Gate Fee (after hours / call back)	\$30.00	\$40.00			
Hook Up fee	\$90.00	\$90.00			
Flares each 30 minutes	\$8.00	\$8.00			
Motorcycles Towed *	\$125.00				
Motorcycles Stored	\$25.00				
Other Service or Rates Proposed:					
Lock-out	\$30.00				
Fuel delivery	\$30.00				
Tire change	\$30.00				
* includes flatbed fee					
**mileage only charged if tow leaves Milwaukee city limits excluding Olson Bros. Lot.					

By: Bradley Olson

Title: General Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE AWARD OF THE CONTRACT FOR TOWING SERVICES TO OLSON BROTHERS SERVICES, INC.

WHEREAS, the Milwaukie Police Department depends on private sector companies to provide towing services; and

WHEREAS, a Request for Proposals (RFP) was issued on June 26, 2007 for towing services; and

WHEREAS, Olson Brothers Services, Inc. was the only company to submit a proposal within the stated deadline, and

WHEREAS, after a review the proposal was found to meet or exceed the RFP requirements;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Milwaukie authorizes the City Manager to enter into a personal services contract with Olson Brothers Services, Inc dba Olson Brothers Towing effective on the date of execution and shall expire unless terminated or otherwise extended on June 30, 2010.

Introduced and adopted by the City Council on August 7, 2007.

This resolution is effective on August 7, 2007.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Ramis, Crew, & Corrigan, LLP

Pat DuVal, City Recorder

City Attorney



To: Mayor and City Council

Through: Mike Swanson, City Manager
Pat DuVal, City Recorder

From: Barb Kwapich, Risk Manager

Subject: Personal Services Agreement for Insurance Agent of Record

Date: July 18, 2007

Action Requested

Authorize the City Manager to sign a personal services agreement with JBL&K, Portland, Oregon, for Insurance Agent of Record.

Background

The City identified the need to sign an agreement with a qualified Insurance Agent of Record to act on its behalf in areas of Property, Liability, Workers Compensation, and Benefits insurance programs. Staff elected to go through the request for proposal (RFP) process.

A committee of City staff from affected departments was assembled. Members were Mike Swanson, City Manager, Mary Rowe, Human Resource Director and myself. The committee's tasks were to prepare a final RFP, evaluate the proposals received based on identified objective criteria, interview the top proposer(s) if needed, and recommend the firm that most closely fit Milwaukie's needs.

The RFP was published in the *Daily Journal of Commerce* on May 10 and May 11, 2007 and posted on the City's website. The process closed on June 7, 2007 with six companies responding. Committee members evaluated each proposal using the evaluation outlined in the RFP. On June 29th, the top three vendors were interviewed. Based on completion of this full process, the selection committee unanimously recommended that a contract be negotiated with JBL&K of Portland, Oregon. The proposed contract is for a four and one half year period.

Concurrence

Representatives of affected departments agreed on this provider. The City Attorney reviewed the final agreement and found it is satisfactory to the City.

Work Load Impacts

Contract administration is assigned to Risk Manager.

Alternatives

The Council may authorize the City Manager to execute the agreements, or direct staff to reissue the RFP for Insurance Agent of Record services.

Attachments

- 1 - Exhibit A from Personal Services Contract – Scope of Work
- 2 - Exhibit B from Personal Services Contract – Compensation
- 3 - Resolution

Attachment A

Scope of Work- City of Milwaukie

General

- Preparation of insurance specifications
- Consult on specific coverages, limits and deductibles
- Rate and coverage negotiations with carriers
- Analyze alternative risk finance options such as self insurance, purchasing groups and captives
- Recommend best risk transfer vehicle
- Risk identification and analysis
- Provide training and resources tailored to identified risks
- Provide benchmarking and best practices information to the District
- Contract protective clause review and recommendation
- Claims advocacy
- Preparation of an Annual Report

Employee Benefits

- Meet with Council/Board as needed
- Assist with union negotiations regarding benefits
- Participate in establishing and staffing the benefit committees
- Benchmark competitiveness with other local governmental plans
- Help with open enrollment
- Project benefit rates for budgeting
- Update on federal and state legislation impacting local government
- Market insurance coverage (informal annually...formal once every three years)
- Advocate on claims issues
- Assist with eligibility problems and contract interpretation

Program Design

- Develop employee benefit plan objectives
- Analyze plan design, recommend changes to meet goals and objectives
- Present new benefit plans and concepts for consideration
- Review all contracts for possible gaps and omissions
- Consult on program design:
 - ◆ Group health and welfare plan insurance (all lines of coverage)
 - ◆ Voluntary coverage
 - ◆ Section 125/cafeteria plans
 - ◆ Section 132/transportation fringe benefit plans

Financial Services

- Monitor and report benefit plan experience

- Negotiate competitive renewals
- Review funding alternatives
- Market plans and price new benefits
- Present claims and utilization control design features

Work-Life and Wellness Programs

- Design and marketing of Employee Assistance Programs (EAP) and Wellness programs
- Health risk appraisals
- Stress management
- Information on nutritional training, weight control, exercise, smoking cessation programs

Employee Communications

- MyWave
- Review employee booklets/Summary Plan Descriptions
- Review benefit employer/employee communication materials
- Prepare strategy for comprehensive employee communication
- Organize and assist with employee enrollment meetings
- Assist in the creation of presentation materials

Government Compliance

- Assist with COBRA compliance
- Review plans to comply with mandated benefits (e.g., FMLA, Mental Health Parity Act, HIPAA, Newborns' and Mothers' Health Protection Act, Women's Health and Cancer Rights Act), including other human resources-related issues
- Assist in the development of human resources policies and procedures as they relate to the benefits program

Other Services

- Review self-insuring dental
- Market voluntary products

Attachment B

AGENCY COMPENSATION BY SERVICE FEE

Prepared for
City of Milwaukie

Prepared by
JBL&K Risk Services LLC
220 NW 2nd Ave Ste 800
Portland OR 97209
(503) 222-1831 Phone
(503) 274-0323 Fax
www.jblk.com

July 27, 2007

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STANDARDS AND ETHICS

At JBL&K Risk Services, LLC, we know that your selection of us as your broker is a statement of your trust in us to “Do the right thing. Every time. Period.” We are committed to the highest standards of legal and ethical business conduct. The foundation of this is our Code of Ethics, but many of our standards go beyond legal requirements. This is not something that our employees are simply trained on once a year... we put them to use daily on your behalf.

How do we do this? It is really not that hard. We place the interest of our clients ahead of all other interests. We make a diligent effort to learn your needs, business objectives, and circumstances before offering products and services. We take all steps possible to determine the accuracy of information and data used to support our requests for services. We disclose to you the relevant facts, considerations, costs, and risks necessary for an informed decision on your part. We maintain the highest levels of professionalism by requiring our employees to meet high standards of professional ethics, to act with honesty, integrity, fairness, diligence, and skill in all that they do. We ensure our employees maintain the required licenses and continually keep their skills updated via continuing education each year.

Our Compliance Committee meets regularly to set policy, analyze data, perform audits, and review work product to ensure high standards are met. The committee is Co Chaired by President, Chuck Floberg and Executive Vice President, Bill Mooney and works closely with the DCBS and other regulatory agencies. Our automated systems distribute compliance related policies annually and require employees to sign off on each policy and complete a test showing their understanding of our standards and expectations.

COMPENSATION

We are compensated for our services by way of commissions from our insurance providers on an individual account basis. Commissions vary by carrier and coverage and can typically range from 10% to 17.5% for Property and Casualty lines; 3-7% on Workers Compensation; and 1%-5% on Employee Benefit contracts.

We also recognize that some accounts are better suited for a fee arrangement. When this makes sense we will design a service contract that fits your needs. The fee will be based upon a combination of the equivalent commission we would have received from your carriers and the level of services you need. Depending on the size of the fee, payments can be structured on an annual, quarterly, or monthly basis. The contract and fee will be reviewed annually. In addition, we' will perform an annual audit on your account to ensure that you pay the agreed-upon compensation amount. Should an adjustment be necessary, our policy is to apply the credit to the next year's fee.

Per Oregon law, only the following accounts are eligible for a fee arrangement:

1. Life and Health Insurance for Groups of 51 or more
2. Property and Casualty Insurance for accounts totaling \$100,000 or more in net premiums

CONTINGENT INCOME

In addition to the commissions and fees, we can earn additional compensation from our insurance carriers. These arrangements are contingent upon a variety of factors spanning multiple years or specific periods of time and they may not occur every year.

Since calculating the effect of your premium in these arrangements is challenging, we have listed carriers in which an agreement is currently in place along with the historical profit-sharing percentage based on premium.

Carriers	Type	2006 % of Profit from Written Premium	2005 % of Profit from Written Premium	2004 % of Profit from Written Premium
Allied	Commercial Lines	2.3%	0.0%	0.0%
Atlantic/OneBeacon	Commercial Lines	1.9%	1.9%	11.4% ¹
C N A	Commercial Lines	1.4%	1.0%	1.2%
Chubb	Commercial Lines	3.9%	1.2%	3.3%
CIG	Commercial Lines	11.0%	7.0%	0.0%
Clarendon	Commercial Lines	0.0%	6.8%	8.0%
Firemans Fund	Commercial Lines	7.2%	10.3%	0.0%
Great American	Commercial Lines	.5%	1.2%	2.9%
Hartford	Commercial Lines	0.0%	2.5%	1.4%
Liberty Northwest	Commercial Lines	5.5%	3.0%	0.0%
Magna Carta	Commercial Lines	0.0%	0.0%	0.0%
Safeco	Commercial Lines	4.0%	5.2%	5.7%
Special Districts	Commercial Lines	NA	0.0%	0.4%
St.Paul	Commercial Lines	NA	NA	2.8%
Travelers	Commercial Lines	4.3%	3.1%	4.8%
Tri-City	Commercial Lines	1.0%	1.0%	1.0%
Unigard	Commercial Lines	0.0%	1.0%	3.2%
Unitrin	Commercial Lines	2.1%	2.9%	0.0%
SAIF	Commercial Lines	.4%	0.0%	0.5%
Wausau	Commercial Lines	1.8%	0.0%	0.0%
Zurich	Commercial Lines	0.0%	0.0%	0.0%
Average Commercial Lines		2.5%	2.3%	1.7%
Allied	Personal Lines	2.3%	0.0%	1.3%
Chubb	Personal Lines	1.1%	3.0%	5.0%
Drive/Progressive	Personal Lines	0.0%	NA	NA
Encompass	Personal Lines	0.0%	0.0%	0.0%
Firemans Fund	Personal Lines	7.2%	0.0%	0.0%
Foremost	Personal Lines	0.0%	0.0%	0.0%
Hartford	Personal Lines	0.0%	0.0%	0.0%
MetLife	Personal Lines	2.5%	4.3%	3.9%
Safeco	Personal Lines	1.0%	5.0%	8.2%
Sublimity	Personal Lines	1.8%	2.4%	0.0%
Unigard	Personal Lines	0.0%	3.2%	4.1%
Unitrin/Kemper	Personal Lines	1.3%	3.5%	3.2%
Average Personal Lines		1.4%	2.0%	2.3%

¹ Includes special captive arrangement that is no longer in place

CONTINGENT INCOME – CONTINUED

Carriers	Type	2006 % of Profit from Written Premium	2005 % of Profit from Written Premium	2004 % of Profit from Written Premium
CNA	Employee Benefit		0.00%	0.00%
Fortis/Assurant	Employee Benefit		0.00%	0.15%
Great-West Life	Employee Benefit		1.23%	0.02%
Health Net	Employee Benefit		0.00%	0.00%
Jefferson Pilot	Employee Benefit		2.50%	0.79%
Kaiser	Employee Benefit		0.18%	0.37%
Lifewise	Employee Benefit		0.15%	0.83%
MetLife	Employee Benefit		0.00%	0.00%
Mutual of Omaha	Employee Benefit		0.00%	0.00%
Pacificare	Employee Benefit		0.01%	0.07%
Principal Financial	Employee Benefit		0.00%	0.00%
Providence	Employee Benefit		0.10%	NA
Regence	Employee Benefit		0.00%	0.00%
Reliance Standard	Employee Benefit		0.00%	1.11%
Unum Provident	Employee Benefit		0.06%	0.39%
	Average Employee Benefits		0.28%	0.27%

SERVICE FEE CONTRACT

General

JBL&K Risk Services, LLC (hereinafter **Agent**) in consideration for providing services, and in lieu of receiving commission from products represented by **Agent** relating to the services provided, shall receive a fee directly from City of Milwaukie (hereinafter **Client**). Any additional fees or commission received from other sources by **Agent** for services provided on behalf of **Client** pursuant to this contract shall be used to offset the Fee Amount, unless otherwise stated in this contract. Please note that we may collect commissions on insurance services not checked under the Scope of Services section.

This contract is not an **Agent** of record letter, an authorization letter, or a proposal of services.

Fee Amount

Client agrees to compensate **Agent** in the amount of \$32,000. If combining Property/Casualty and Employee Benefit services under one fee, please indicate allocation between both services:

\$20,000 Property & Casualty, subject to annual escalation of 5% per year

\$12,000 Employee Benefits, subject to annual review and negotiation

Contract Period

This contract shall be in effect for the period of August 1, 2007 to March 1, 2011. This contract shall remain in effect during this contract period unless 60 (sixty) days written notice of termination is given by either party to the other.

Payment Terms

The Fee Amount shall be paid directly to **Agent** by **Client** in equal payments. The payments shall be made:

- Annually, beginning or
- Other Quarterly, beginning August 1, 2007

Agent will conduct an annual audit to reconcile all revenues collected to ensure **Client** is not charged more than the agreed-upon fee in any contract period. In addition to the annual audit, there will be additional oversight by our company to verify our process has been done accurately. If the audit indicates an adjustment is necessary, it will be applied to the next year's Fee Amount.

- Agent** may receive contingent income in addition to the fee
- Agent** may not receive contingent income in addition to the fee

Scope of Services

The fee shall be in consideration for the following insurance services

- Employee Benefit Program**
 - 401(k) Administration
 - AD&D
 - COBRA Administration
 - Dental
 - Employee Assistance Program
 - Life
 - Long Term Care
 - Long Term Disability
 - Other
 - Medical
 - Medical Accident
 - Pharmacy Mgr/Prescription Drug
 - Section 125/FSA Administration
 - Short-Term Disability
 - Special Risk
 - Travel Accident
 - Vision
 -

- Property and Casualty Insurance Program**
 - Aviation
 - Boiler & Machinery
 - Builders Risk/Course of Construction
 - Commercial Auto/Trucking/Garage
 - Commercial Property
 - Crime
 - Directors & Officers Liability
 - Earthquake/DIC
 - Employment Practices Liability
 - Fiduciary Liability
 - Flood
 - Foreign
 - General Liability
 - Hull/Protection & Indemnity
 - Inland Marine
 - International/Foreign
 - Liquor Liability
 - Ocean Marine
 - Pollution Liability
 - Professional Liability
 - Special Events
 - Surety/Bond
 - Umbrella/Excess Liability
 - Watercraft
 - Workers Compensation
 - Excess Workers Compensation
 - Wrap Ups/Special Projects
 - Other

This contract does not alter, void, terminate, or rescind any agreement that may be in effect between **Client** and **Agent** for insurance needs not marked in this Scope of Services section.

Coverages not checked may be eligible for commission.

Additional Comments:

Services- Employee Benefits

Agent will provide the following marked services under the terms of this contract.

- Determine employee benefit plan objectives and goals
- Annual Service Calendar
- Comprehensive review and evaluation of benefit program including plan design, contract provisions, funding methods, and cost analysis
- Brokering plans, including request for proposal (RFP) and proposal analysis report
- Premium rate and fee negotiations
- Underwrite carrier renewal rating
- Project benefit plan costs including claims, administrative expenses, and reserve liabilities
- Develop budget and COBRA rates for self-insured plans
- Routine claim experience reporting
- Annual benefit plan review including cost comparisons and retention
- Assist in collective bargaining negotiations
- Organize and assist with employee enrollment meetings
- Assist in the creation of open enrollment presentation materials
- Verify and process contracts, amendments, and statement of plan benefits
- Assistance with government compliance requirements, including ERISA reporting and disclosure
- Daily assistance with administrative problems (claims disputes, billings, etc.)
- Annual Report
- Other _____

Services- Property and Casualty

Agent will provide the following marked services under the terms of this contract.

- Comprehensive review and evaluation of property and casualty insurance program
- Daily maintenance and service of property and casualty insurance program (coverage modifications, audit disputes, premium billings, etc.).
- Aggressive marketing and premium negotiation
- Annual Service Calendar
- Other _____

Risk Management:

- Safety Committees – implementation and training
- Claim Management - Workers' Compensation
- Claim Management – Property and Liability
- Ergonomic assessment and training
- Review Drug and Alcohol Safety Program
- Review, develop, and assist in Emergency Procedures
- Employment Practices consultative services
- Development of an Employment Handbook
- Fleet Management
- MyWave internet connection
- Provide safety tools as needed
- Site Inspection (annual)
- Other All above is available at the client's request. Should risk management services be more frequent than a monthly basis, an additional fee may be required.

Signatures

by

Client Signature

Client Name and Title

Date

JBL&K Risk Services, LLC by

Agent Signature

Agent Name and Title

Date

Department Manager

Date

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
APPROVING THE AWARD OF CONTRACT FOR INSURANCE AGENT OF RECORD
FOR CITY OF MILWAUKIE.**

WHEREAS, a formal request for proposal process was following per City's Public Contracting Rules was conducted, and

WHEREAS, JBL&K was the agency selected through this process, and

WHEREAS, the was approved for funding in the 2007/2008 budget; and

NOW, THEREFORE, BE IT RESOLVED that the City of Milwaukie authorizes the City Manager to sign a contract for the services of insurance agent of record in the amount of \$32,000.

Introduced and adopted by the City Council on August 7, 2007.

This resolution is effective on August 7, 2007.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Ramis, Crew, & Corrigan, LLP

Pat DuVal, City Recorder

City Attorney



To: Mayor and City Council

Through: Mike Swanson, City Manager

From: Larry R. Kanzler, Chief of Police

Subject: Renew Intergovernmental Agreement – Juvenile Crime Diversion Program

Date: August 7, 2007

Action Requested

Adopt a resolution authorizing the Mayor to sign and renew the current Intergovernmental Agreement with Clackamas County, which provides pass-through grant funding for the Milwaukie Police Department's Juvenile Diversion Program.

Background

During the past several years, the resources of the Clackamas County Juvenile Department have been depleted by the increasing demand for juvenile intervention of criminal offenders. In the past, police departments throughout Clackamas County could arrest a juvenile for a crime and refer that juvenile to the Juvenile Department of Clackamas County, knowing full well that there would be some timely sanction imposed by the Juvenile Court. That condition continues not to exist.

Prior to the implementation of this program in 2001, when Milwaukie police officer arrested juvenile criminal offenders, and the report of the criminal behavior was referred to the Juvenile Department, routinely there was no sanction levied against the juvenile for their criminal conduct. The Juvenile Diversion Program is filling that gap by addressing, through a diversion panel comprised of local citizens, first time minor offenders.

The purpose of the panel is to listen to the offender's reasons for committing the crime and then negotiate a restitution agreement. This program has successfully used locally sponsored diversion panels to address criminal behavior by first time offenders since the inception of this program. The program has resulted in 142 juvenile offenders served in calendar year 2004 with 59% of the offenders completing their individual accountability programs as compared to 78 juvenile offenders served in calendar year 2006-7.

Data collected by the Clackamas County Juvenile Department tracked 78 youth were diverted from the juvenile court system through this program. 56 youth completed their respective diversion programs (restitution or some form of community service) with 22 youth failing to complete the diversion program. Currently, the Juvenile department is not tracking juveniles who re-offend during the subsequent 12-month period. Data clearly indicates that immediate accountability discourages recidivism.

This year's pass-through diversion grant money is reduced from \$24,500 in 2003 to a total of \$13,605. I have purposely delayed presenting renewal of this pass-through grant to Council because of the tenuous commitment of State funding. Neither the City of Milwaukie, nor the Police Department budgeted any money to support operation of this program. State funding provides total funding for this program.

This Intergovernmental Agreement will renew the existing agreement between the City of Milwaukie and Clackamas County for \$13,605 to implement and administer the Juvenile Diversion Program from July 1, 2007 to June 30, 2008.

Concurrence

Milwaukie Police Department
City Attorney

Fiscal Impact

Provides \$13,605 in grant funds to operate the Juvenile Diversion Program.

Work Load Impacts

Approximately 20 hours of staff time to prepare and administer administrative program support.

Alternatives

None

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AND RENEW THE INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY FOR A GRANT TO MAINTAIN THE JUVENILE CRIME DIVERSION PROGRAM.

WHEREAS, the City of Milwaukie is developing strategies to provide high quality livable communities ; and

WHEREAS, the City Council has directed city staff to develop cost effective programs to improve community livability; and

WHEREAS, first time juvenile criminal offenders need immediate intervention to discourage continued criminal activity ;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to sign and renew the intergovernmental agreement with Clackamas County to receive a grant in the amount of \$13,605 to provide juvenile crime intervention for the City of Milwaukie, Oregon.

Introduced and adopted by the City Council on August 7, 2007.

This resolution is effective on August 7, 2007.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Ramis, Crew, Corrigan & Bachrach, LLP

Pat DuVal, City Recorder

City Attorney

Document3 (Last revised)

INTERGOVERNMENTAL AGREEMENT

(FY'08)
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
CITY OF MILWAUKIE

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and the City of Milwaukie for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of continuing a diversion program for at-risk youth referred from the Clackamas County Juvenile Department as part of the Clackams County Juvenile Crime Prevention Plan for High Risk Youth.

II. Scope of Work and Cooperation

A. The City of Milwaukie agrees to:

- 1) Assess all youth residing within the boundaries of the North Clackamas School District, who are referred to the Clackamas County Juvenile Department for status offenses, violations, all Class C Misdemeanors and all Class B Misdemeanors and specified Class A Misdemeanors (Exhibit 1, II, 12).
- 2) Complete a Risk Assessment for all youth determined to be eligible to participate in the local diversion program (Exhibit 1, II. 13).
- 3) Enter into and monitor compliance of youth's Diversion Agreement conditions (Exhibit 1, II. 14).
- 4) Coordinate and keep open communications with the Clackams County Juvenile Department liaison regarding case planning, progression of the case and final disposition of the case.
- 5) Develop and implement a volunteer services component.
- 6) Complete Quarterly Progress Work Plan (Exhibit 1) and Monthly Fiscal (Exhibit 3) reports.

B. The COUNTY agrees to:

- 1) Forward copies of appropriate documents, including police reports, to the City of Milwaukie Diversion Program.
- 2) Serve as a centralized depository for all records involving juvenile offenders.

INTERGOVERNMENTAL AGREEMENT

- 3) Provide liaison staff for technical assistance, case consultation and networking as required.
- 4) Except any and all diversion cases in which the juvenile and/or parents refuse to participate or have failed to adequately complete the local diversion program.
- 5) All youth that score two risk factors on the Oregon JCP Risk Assessment (Exhibit 1, II. 13) to be eligible for Clackamas County Juvenile Department funded resources.

III. Compensation

The COUNTY agrees to pay the City of Milwaukie an amount not to exceed \$ 13,605 for the services outlined in Section II.A.

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Thomas M. Barrett, Program Planner
Office for Children & Families
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045-4035

IV. Liaison Responsibility

Andrea Rohm of Parrott Creek Children & Family Services will act as liaison from the City of Milwaukie for this project, Mark McDonnell or Jana Wiseman will act as liaison from the COUNTY for program services and Tom Barrett will act as liaison from the COUNTY for fiscal services.

V. Special Requirements

- A. The COUNTY and the City of Milwaukie agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Indemnity. The COUNTY and the City of Milwaukie agree to indemnify, save harmless and defend each other, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of fault or sole negligence of the City of Milwaukie or the COUNTY, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act. ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7. The conditions described in the

INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreement supersede examples described in exhibits 1 through 3.

During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the

INTERGOVERNMENTAL AGREEMENT

COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and

INTERGOVERNMENTAL AGREEMENT

documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the City of Canby which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective when this contract is signed by all necessary parties, but not prior to July 1, 2007. This contract will terminate June 30, 2008.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

INTERGOVERNMENTAL AGREEMENT

GOVERNMENTAL UNIT
CITY OF MILWAUKIE

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

By

James Bernard
Name (Typed)

Signing on Behalf of the Board:

Mayor
Title

Gary DiCenzo, Director
Department of Human Services

Date

Date

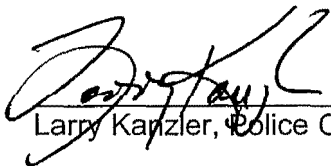
10722 SE Main
Street Address

Milwaukie, Oregon 97222-6537
City/Zip

(503) 786-7555
Phone Number

93-6002212
TIN, FIN or S.S.#

Gary Firesetone, City Attorney Date

 7/17/07
Larry Kanzler, Police Chief Date

Approved as to Content:

Rodney A. Cook, Division Director

Date

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 - AGENCY programs and services shall have ongoing community investment and involvement.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend OCF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 - AGENCY shall develop and promote continuous communications with similar organizations.
 4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
 - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
 5. **Implement Research Based Accountability**
 - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by OCF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.

INTERGOVERNMENTAL AGREEMENT

- AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by OCF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.

1st Quarter, Jul 1 – Sep 30: due on Oct 31, 2007

2nd Quarter, Oct 1 – Dec 31: due on Jan 31, 2008

3rd Quarter, Jan 1 – Mar 31: due on Apr 30, 2008

4th Quarter, Apr 1 – Jun 30: due on Jul 31, 2008

6. **Reflect and Incorporate Diversity**

- AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by OCF.
- AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by OCF.

7. **Internal Controls**

- AGENCY shall submit a completed Annual Fiscal Capability Assessment to OCF on or before October 31, 2007.

8. **Funder Recognition**

- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.

9. **Resource Expansion**

- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.

10. **Use of Grant Funds**

- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.

11. **HIPAA Compliance**

- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations

INTERGOVERNMENTAL AGREEMENT

implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:

- i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
- ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.
- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

12. **Diversion Panel Cases**

* AGENCY shall use the misdemeanor classification and criteria for referral to the juvenile diversion panel.

13. **Oregon Juvenile Crime Prevention Screen/Assessment**

* AGENCY shall assess level of risk in juveniles for determining eligibility for appropriate services using the Oregon Juvenile Crime Prevention Screen/Assessment instrument.

INTERGOVERNMENTAL AGREEMENT

14. **Clackamas County Diversion Agreement**

* AGENCY shall use the Clackamas County Diversion Agreement with youth participating in the local diversion program.

PROGRAM/PROJECT WORK PLAN

2007-2008

Organization: City of Milwaukie	Activity name: City of Milwaukie Diversion Panel
Contact: Andrea Rohm, Coordinator Larry Kanzler, Police Chief City of Milwaukie 10722 DE Main Milwaukie OR 97222-6537	Report For <input type="checkbox"/> 1st Qtr: July 1, 2007 – Sept. 30, 2007 <input type="checkbox"/> 2nd Qtr: Oct. 1, 2007 – Dec. 31, 2007 <input type="checkbox"/> 3rd Qtr: Jan. 1, 2008 – Mar. 31, 2008 <input type="checkbox"/> 4th Qtr: Apr 1, 2008 - June 30, 2008
Phone: (503) 819-7664 {cell}	Start Date: Upon approval but not before July 1, 2007
Email: Arohman@pcreek.org Kanzler@ci.milwaukie.or.us	End Date: June 30, 2008

Intermediate OUTCOMES: (Include expected targets)	Measurement Tool and Tool Timing:	1st Quarter 7/1/07- 9/30/07	2nd Quarter 10/1/07 12/31/07	3rd Quarter 1/1/08 3/31/08	4th Quarter 4/1/08- 6/30/08	Cumulative Total or %	Comments
1) 80% of the youth participants will successfully complete an Individual Diversion Agreement (IDA) [OCCF 3.07.01] Target: Up to 60 youth	1) Results to be reported quarterly using Juvenile Department JJIS and/or Oregon JCP Risk Screen records as: # cases closed 1 st & 2 nd quarter # cases closed 3 rd & 4 th quarter # Successful						

Exhibit 1

<p>2) 80% of the youth participants will not be referred to the Juvenile Department for another law violation for a 12-month period of time following termination of services. [OCCF #3.07.03]</p> <p>Target: Up to 60 youth</p>	<p>2) Results to be reported when 6 month period of time has elapsed following termination of services:</p> <p># Assessed</p> <p># Successful</p>						
--	---	--	--	--	--	--	--

<p>OUTPUTS: (Services)</p>	<p>Performance Measurement Instrument:</p>	<p>1st Quarter 7/1/07- 9/30/07</p>	<p>2nd Quarter 10/1/07- 12/31/07</p>	<p>3rd Quarter 1/1/08- 3/31/08</p>	<p>4th Quarter 4/1/08 - 6/30/08</p>	<p>Cumulative Total or %</p>	<p>Comments</p>
<p>1) Of the youth referred for diversion program services, up to 30 youth will have been put on an IDA by June 30, 2008.</p> <p>Target: A minimum of 45 & up to 90 youth</p>	<p>1) Reported quarterly as number of youth referred <u>and</u> number of youth being put on an individual diversion agreement (IDA)</p>						
<p>2) By June 30, 2008, 90 youth will receive intensive community services to ensure accountability for completing the individual diversion agreement (IDA) to include options not limited to the following services:</p> <ul style="list-style-type: none"> • completion of written essay • participate in counseling 	<p>2) Reported quarterly by submitting a copy of the Quarterly Diversion Report that is submitted to the Juvenile Department.</p>						

Exhibit 1

<ul style="list-style-type: none"> • attend drug & alcohol evaluation/education program • attend victim impact panel • complete specified hours of community service • completion of volunteer service • restitution paid • participate in victim offender mediation program • participate in a personal skills class. 							
---	--	--	--	--	--	--	--

Developmental Activities <i>(Note: Please see Exhibit 1 of the contract for required Developmental Activities)</i>	Measured By and How:	1st Quarter 7/1/07-9/30/07	2nd Quarter 10/1/07-12/31/07	3rd Quarter 1/1/08-3/31/08	4th Quarter 4/1/08 - 6/30/08	Cumulative Total	Comments
Primary provider to complete the Office for Children and Families' Cultural Competency Services Self-Assessment	1) Cultural Specific Services Self-Assessment completed or updated by June 30, 2008						

Exhibit 1

<p>2) Participate in any State or County-endorsed Gender and/or Cultural Specific and/or evidence-based training and/or contractor's meeting</p>	<p>2) Meeting dates reported quarterly</p>						
<p>3) Participants, staff and clients will participate in Juvenile Department evaluation training requirements</p>	<p>3) Date of training & number attending reported quarterly <u>and</u> number of pre/post program assessments given reported quarterly.</p>						

INTERGOVERNMENTAL AGREEMENT

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

INTERGOVERNMENTAL AGREEMENT

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total funds advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

Withholding of Contract Payments: Notwithstanding any other payment provision of this contract, should the AGENCY fail to submit required reports when due or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

INTERGOVERNMENTAL AGREEMENT

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic form, 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit Juvenile Crime Prevention risk screen and reassessment screen data for all youth served and other reports as required and supplied by the COUNTY.

4. DATA FOR PERFORMANCE MEASUREMENT

AGENCY shall use the Juvenile Crime Prevention (JCP) risk tools, including the Risk Assessment instrument and required forms for parental consent and youth assent, for all youth receiving direct services supported with this grant. The Risk Screen Assessment will be administered at the beginning of program service and at six month intervals, or the end of service (whichever is first). The office for Children and Families shall enter the collected data in the online JCP Data Manager or the appropriate area of the Juvenile Justice Information System (JJIS).

5. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures, and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines of corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate annual site visits by the COUNTY. Site visit activities include, but are

INTERGOVERNMENTAL AGREEMENT

not limited to, review of client case files, program personnel policies, and program services procedures.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

6. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

Audits are due 120 days after the end of the contract period.

INTERGOVERNMENTAL AGREEMENT

7. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

ADJUSTMENTS

AGENCY shall not make minor or major budget adjustments without prior written approval of the COUNTY.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working through the Commission on Children & Families and staff of the Office for Children & Families, will work with the AGENCY to manage budget adjustments.

BALANCES

The AGENCY is to forecast any expected grant balance and notify the Office for Children and Families by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).

**CLACKAMAS COUNTY OFFICE FOR CHILDREN AND FAMILIES
MONTHLY FISCAL REPORT (FY '08)**

Organization:	City of Milwaukie	Report For: <input type="checkbox"/> Jul 07 <input type="checkbox"/> Aug 07 <input type="checkbox"/> Sep 07 <input type="checkbox"/> Oct 07 <input type="checkbox"/> Nov 07 <input type="checkbox"/> Dec 07 <input type="checkbox"/> Jan 08 <input type="checkbox"/> Feb 08 <input type="checkbox"/> Mar 08 <input type="checkbox"/> Apr 08 <input type="checkbox"/> May 08 <input type="checkbox"/> Jun 08
Service:	City of Milwaukie Diversion Program	
Program Contact:	Andrea Rohm @ Parrott Creek or Mike Swanson, City Manager	
Date:		

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
Total Personnel Svcs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
Total Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies									
Office Supplies			\$ -			\$ -			\$ -
Postage			\$ -			\$ -			\$ -
Program Supplies			\$ -			\$ -			\$ -
Equipment									
Equipment Maint/Rental			\$ -			\$ -			\$ -
Non-Capital Equip Purchases			\$ -			\$ -			\$ -
General Office									
Rent			\$ -			\$ -			\$ -

**CLACKAMAS COUNTY OFFICE FOR CHILDREN AND FAMILIES
MONTHLY FISCAL REPORT (FY '08)**

Organization:	City of Milwaukie	Report For: <input type="checkbox"/> Jul 07 <input type="checkbox"/> Aug 07 <input type="checkbox"/> Sep 07 <input type="checkbox"/> Oct 07 <input type="checkbox"/> Nov 07 <input type="checkbox"/> Dec 07 <input type="checkbox"/> Jan 08 <input type="checkbox"/> Feb 08 <input type="checkbox"/> Mar 08 <input type="checkbox"/> Apr 08 <input type="checkbox"/> May 08 <input type="checkbox"/> Jun 08
Service:	City of Milwaukie Diversion Program	
Program Contact:	Andrea Rohm @ Parrott Creek or Mike Swanson, City Manager	
Date:		

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Utilities			\$ -			\$ -			\$ -
Printing			\$ -			\$ -			\$ -
Phone			\$ -			\$ -			\$ -
Insurance(s)			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
Professional Fees & Contract Svcs						\$ -			\$ -
Contract Services	\$13,605		\$ 13,605.00						
Travel									
Conferences & Training			\$ -			\$ -			\$ -
Mileage			\$ -			\$ -			\$ -
Additional (please specify)									
			\$ -			\$ -			\$ -
			\$ -			\$ -			\$ -
Total Program Costs	\$ 13,605.00	\$ -	\$ 13,605.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 13,605.00	\$ -	\$ 13,605.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please provide information on any budget anomalies in the budget above:



To: Mayor and City Council

Through: Mike Swanson, City Manager
Kenny Asher, Community Development/Public Works Director

From: Jason Rice, Associate Engineer

Subject: Minthorn Sewer Replacement

Date: July 17th, 2007 for August 7th Regular Session

Action Requested

Authorize the City Manager to sign a contract for the construction of Minthorn Sewer Replacement (between 37th Ave. and Minthorn Loop) with Kuenzi Communications, LLC, in the amount of \$204,000. This amount includes a 15% project contingency.

Background

The current 2008-2012 Capital Improvement Plan identifies the Minthorn Sewer Replacement as a project to be completed in the 2007/08 fiscal year. Approximately 680 lineal feet of existing 8" PVC sewer main along Minthorn Loop right-of-way (between 37th Ave. and previously improved Minthorn Loop) will be replaced with 10" PVC sewer line.

The existing 8" sewer line is located 29 feet north of its proposed location (see attachment #1). City sewer crews identify this section of line as a trouble spot due to cracks and bellies in the line. By relocating the line into an area where it can be better maintained, the City will reduce the time spent in effort to clean an already decaying line in a poor location.

This project went through a competitive bidding process per Chapter 30 of the City's Public Contracting Rules. 3 bids were received by the City before the July 19th, 2007 1:30 PM bid opening. The following table is a summary of all bid amounts as well as the engineer's estimate.

	<u>Contractor</u>	<u>Bid Amount (less 15% Contingency)</u>
1.	Kuenzi Communications, LLC	\$174,521
2.	Paul Lambson Contracting Co.	\$222,000
3.	Dunn Construction	\$265,537
***	Engineer's Estimate	\$168,095

Concurrence

Engineering staff coordinated with Operations on both concept and design phases of the project.

The property to the north of the project is owned and maintained by an organization named The Wetland Conservancy. Copies of both the plans and project scope have been sent to the Conservancy. Staff has had multiple conversations with both the Conservancy and its stewards; both are pleased to see this project take place because of the threat of sewage being introduced into the area at this time. They also had said that any development that cleans up the area would be gladly received.

The Department of Environmental Quality (DEQ) is almost complete with their Technical Activities Review and foresees no additional conditions associated with the project.

The Hector Campbell neighborhood association has also been notified of the potential construction project in the area.

Fiscal Impact

This project is a part of the 2007-08 CIP. The approved Wastewater Capital and Reserve Fund budget includes \$204,000 for construction, including contingency. The recommended bid for total construction cost for this project is \$204,000 including contingency.

Work Load Impacts

Engineering staff will provide “in-house” inspections on this project. This will reduce the cost of the project and slightly increase the workload of the Engineering Staff.

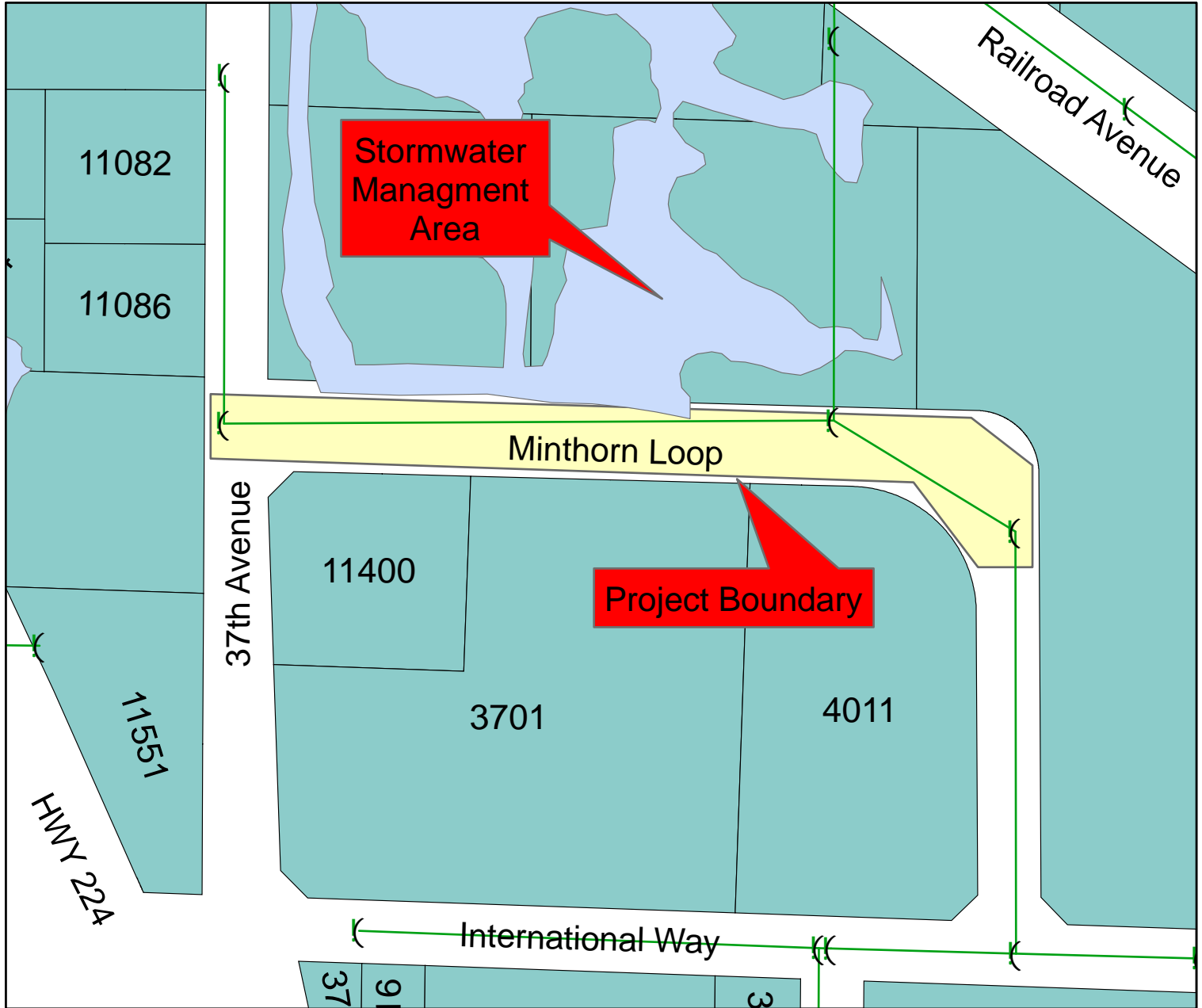
Alternatives

- 1) Do not award project (defer indefinitely)
 - If council wishes not to award project and remove it from the CIP list.
- 2) Re-bid project without amending
 - If council approves of the project design but thinks the project should be re-bid for any reason.
- 3) Direct Staff to modify project and re-bid
 - If council does not approve of the project was design and/or thinks that re-bidding could reduce cost.

Attachments

- 1) Project Vicinity Map
- 2) Resolution

Minthorn Sewer Replacement City of Milwaukie, Oregon



Legend

- Sewer Manhole
- Sewer Pipe
- Water Body
- Milwaukie Tax Lots 2006

Feet
0 125 250 500

This Milwaukie GIS map is for spatial reference only. In no way is it intended to be used for Engineering or Surveying purposes.

ATTACHMENT 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE AWARD OF CONTRACT FOR THE CONSTRUCTION OF 37TH AVE WATERLINE REPLACEMENT (KING RD. TO HARVEY ST).

WHEREAS, the sewer line along Minthorn Loop between 37th Avenue and Minthorn Loop is deficient in structure and location; and

WHEREAS, the project was approved for funding in the 2007/2008 budget; and

WHEREAS, a formal competitive bidding process following Chapter 30 of the City's Public Contracting Rules was conducted, and

WHEREAS, Kuenzi Communications, LLC, is the lowest responsive and responsible bidder;

NOW, THEREFORE, BE IT RESOLVED that the City of Milwaukie authorizes the City Manager to sign a contract for the construction of Minthorn Sewer Replacement (between 37th Avenue and Minthorn Loop) with Kuenzi Communications, LLC, in the amount of \$204,000.

Introduced and adopted by the City Council on August 7, 2007.

This resolution is effective on August 7th, 2007.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Ramis, Crew, & Corrigan, LLP

Pat DuVal, City Recorder

City Attorney

Document2 (Last revised)



To: Mayor and City Council

Through: Mike Swanson, City Manager

From: JoAnn Herrigel, Community Services Director

Subject: Metro Natural Areas, Parks, and Streams Bond Measure Local Share Program Funds—Intergovernmental Agreements

Date: July 11, 2007

Action Requested

Approve a resolution authorizing the City Manager to sign two intergovernmental agreements (IGA) with Metro: the first authorizing the City to receive the Local Share funds allocated under Metro's Natural Areas Bond Measure and the second authorizing Metro to perform land acquisition and negotiation services on behalf of the City of Milwaukie.

Background

1) Local Share IGA

On February 21, 2006, Milwaukie City Council approved a list of proposed projects to be included in the Metro Open Spaces Bond Measure (Resolution 7-2006). On November 7, 2006 Metro area voters approved the Natural Areas, Parks and Streams Bond Measure, a \$220 million measure that sets aside \$44 million for "a local share" program. Under this local share program, Metro transfers bond funds to local governments for use in property acquisition and park and open space enhancements. The City's allocation under this program is \$657,751.

In order to participate in the Local Share program and receive the bond funds, the City must sign an Intergovernmental Agreement with Metro. The Local Share IGA that will allow the City to receive program funds is attached. (Attachment A). Projects proposed for completion in Milwaukie using the Local Share funds include:

Enhancement Projects:

Homewood Park	\$50,000
Spring Park Phase I	\$ 80,000
Milwaukie Riverfront Park	\$120,000

Acquisition Projects:

- West of 32nd Avenue, in the Ardenwald neighborhood, and
- South of Lake Road, in the Lake Road neighborhood

(\$400,000 has been allocated for the purchase of sites in each areas of the City)

The rationale for this final list of Local Share projects was as follows:

- Acquisition should focus on areas of the City that remain underserved with park and opens space facilities, and
- Park enhancement projects that have final designs, land use approvals and are “construction ready” should be given the highest priority

Acquisition and enhancement project costs may vary from what is estimated in the IGA. The IGA allows funds to be reallocated among projects or for new projects to be added to the list by a Council resolution amending the IGA. Staff expects that some reallocation will be necessary over the next few years and is viewing the current project list as relatively “flexible”.

Staff has reviewed the current list with the Milwaukie Park Board and the City’s neighborhood leadership group. No major concerns have been expressed regarding the current list. Obviously, Milwaukie has more projects than it has funding available, but all who have reviewed the list have expressed support for the priorities shown here.

2) Acquisition Services IGA

Under the new Open Spaces Program, Metro has offered to provide acquisition services to local jurisdictions at no cost for Metro staff time. Costs related to appraisals or other acquisition tools would be paid for using the City’s local share funds. Since the City does not have in-house acquisition expertise and the cost of this service could be significantly more if the City were to hire a separate entity to provide this service, staff recommends that the City use Metro’s property acquisition services. City staff will still be in charge of choosing the properties with appropriate public input but Metro staff will help with property negotiations, due diligence process reports and legal documents and instruments such as agreements of purchase and sale, appraisals, environmental assessments, preliminary title reports, negotiated conditions, deeds and easements as required.

The proposed IGA between the City of Milwaukie and Metro for land acquisition services is also attached (Attachment B.)

Concurrence

The City Manager and the Community Development Director concur with the recommendation in this staff report. The Park Board also supports this proposal.

Fiscal Impact

The City will receive up to \$657,751 as reimbursement for land acquisition and park enhancement of those properties listed in the Local Share IGA.

Work Load Impacts

Community Services staff will bear increased workload as part of this program but will receive assistance from Metro with property acquisition and negotiations. Community Development, planning and engineering staff will assist with projects as requested by Community Services staff.

Alternatives

Do not pass the attached resolution and provide staff with alternative direction.

Attachments

Attached is the Local Share IGA to be signed Metro (Attachment A) and the IGA between the City of Milwaukie and Metro for land acquisition services (Attachment B.)

INTERGOVERNMENTAL AGREEMENT

Natural Areas Bond Measure Local Share Component

This Intergovernmental Agreement (hereinafter the "Agreement"), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the "Effective Date"), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Milwaukie, located at 10722 SE Main Street, Milwaukie, OR 97222 (hereinafter referred to as the "Local Share Partner"), and shall remain in full force and effect for the period from April 1, 2007, until June 30, 2027.

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the "Measure"); and

WHEREAS, the Measure provided that \$44 million from bond proceeds be expended by local parks providers for specified projects; and

WHEREAS, the Local Share Partner is a local government jurisdiction who has received approval for funding for projects as specified in the Measure; and

WHEREAS, Metro and the Local Share Partner desire to enter into this Agreement to provide for funding of the Local Share Partner's projects subject to terms and conditions as provided for in the Measure;

NOW THEREFORE, the parties agree as follows:

1. Declaration of Projects

Metro hereby approves the project proposals described in the "Local Share Project List," attached hereto as Attachment A to this Agreement (each individual proposal on the Local Share Project List is referred to hereinafter as a "Project"), and Metro authorizes the Local Share Partner to proceed with Projects on the Local Share Project List in accordance

with Attachment A. All real property interests acquired pursuant to this Agreement shall be held in the name of the Local Share Partner.

2. Funding

Metro's financial obligation under this Agreement is limited to \$657,651. Payment of funds by Metro to the Local Share Partner is subject to the procedures set forth in the "Procedures for Payment of Funds By Metro," attached hereto as Attachment B to this Agreement.

3. Funding Limitations

A. The sole purpose of this Agreement is to implement the Measure by funding Projects on the Local Share Project List. Except as described in Section 4 with respect to Metro's provision of property acquisition technical services, Metro shall have no obligations under this Agreement other than for the payment of funds pursuant to the procedures described in Attachment B to this Agreement.

B. Except as described in Section 4 with respect to Metro's provision of property acquisition technical services, Metro shall have no supervisory responsibility regarding any aspect of any Project and Metro neither intends nor accepts any direct involvement in any Project that can or could be construed to result in supervisory responsibility during the course of the Project. Upon completion of a Project and payment of funds, as provided for in Attachment B, Metro shall have no further obligations.

C. The Local Share Partner shall comply with this Agreement, the provisions of the Measure, and the Local Share Guidelines attached as Attachment C to this Agreement.

D. Metro shall not be obligated to make any payments or reimbursements pursuant to this Agreement that were incurred by the Local Share Partner prior to the Effective Date of this Agreement.

E. Metro shall not reimburse the Local Share Partner for any administrative costs, including staff, overhead and indirect costs, in excess of ten percent (10%) of the cost of a Project.

4. Land Acquisitions Technical Assistance

Provided that the Local Share Partner agrees to the terms of a separate "Land Acquisition Services" intergovernmental agreement ("IGA") with Metro substantially similar to the IGA attached as Attachment D to this Agreement prior to April 1, 2007, Metro shall provide the Local Share Partner with technical assistance regarding real estate negotiation and

related due diligence services for any Project that calls for real property acquisitions. Metro shall provide such technical assistance as provided in such Land Acquisition Services IGA and subject to the availability of Metro staff and resources as determined by Metro at its sole discretion. Metro's obligation to provide such technical services pursuant to such Land Acquisition Services IGA may be extended beyond the initial term of such IGA with the mutual written consent of Metro and the Local Share Partner.

5. Projects Not on the Local Share Project List

The Local Share Partner may substitute a different Project for a Project described in Attachment A, or may add a new Project, only if the following conditions are met:

- A. The Local Share Partners, through its governing body, finds that one or more of the Projects described in Attachment A have become degraded, are cost prohibitive, or are otherwise unfeasible, or that a Project can be accomplished for less funds than estimated, thereby making such savings available for use in a new Project;
- B. The Local Share Partner, through its governing body, shall conduct a public process, including holding a public meeting in accord with its adopted public meeting procedures, and determine the substitute or new Project consistent with the provisions of the Measure and Attachment C (this provision may be satisfied during the course of the Local Share Partner's capital improvement plan or budgeting process); and
- C. The substitute or new Project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, and such approval shall not be unreasonably withheld.

6. Increasing Spending on a Project on the Local Share Project List

The Local Share Partner may spend more on a Project than the Project cost described in Attachment A only if the following conditions are met:

- A. The Local Share Partner, through its governing body, finds that the Project described in Attachment A will cost more than anticipated, but that it remains a priority Project;
- B. The Local Share Partner, through its governing body, shall conduct a public process, including holding a public meeting in accord with its adopted public

meeting procedures, and determine that increasing the allocated spending on the Project is consistent with the provisions of the Measure and Attachment C (this provision may be satisfied during the course of the Local Share Partner's capital improvement or plan budgeting process); and

- C. The increase in spending on the Project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, and such approval shall not be unreasonably withheld.

7. Term

Metro's obligation to provide funds pursuant to this Agreement shall terminate March 31, 2012, and all other provisions of this Agreement shall terminate on June 30, 2027. It is the intent of the parties for the Local Share Partner to have completed the Project, and for all Metro funding obligated under this Agreement to have been paid, prior to March 31, 2012. Metro's obligation to provide funds may be extended by mutual written consent of Metro and the Local Share Partner. The provisions of Sections 8, 9, 10 and 11 shall continue in effect after the Local Share Partner's completion of any Project pursuant to this Agreement.

8. Limitations on Use of Property

A. Acquired Real Property and Associated Buildings and Improvements.
All real property acquired by the Local Share Partner with funding provided by Metro pursuant to this Agreement shall be maintained as parks, open space, natural areas, or trails. The Local Share Partner may not sell or otherwise authorize use of such property pursuant to this Agreement in a manner inconsistent with the intended and stated purposes of the Measure, that is, for a use other than as parks, open space, natural areas, trails or other uses associated with use of such property as parks, open space, natural areas or trails (e.g., when a de minimis portion of such property is required to be put to another use, such as for a road dedication, as part of a land use review proceeding initiated to use the overall property consistent with the intended and stated purposes of the Measure), unless the Local Share Partner complies with all of the following conditions:

- (1) The Local Share Partner's decision to sell or use the property in a manner inconsistent with the intended and stated purposes of the Measure is the result of unforeseen circumstances;

- (2) The Local Share Partner's intent, at the time it purchased the property, was to use it in a manner consistent with the intended and stated purposes of the Measure, that is, for a use as a park, open space, natural area, or trail;
- (3) The Local Share Partner provides Metro 180 days advance written notice of its intent to authorize the change in use or the sale of the property to a third party;
- (4) The Local Share Partner holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, prior to making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections 8(A)(1) through (4) of this Agreement have been satisfied and that the Local Share Partner has satisfied or will satisfy its obligations as described in subsections 8(A)(5) and (6) of this Agreement;
- (5) Metro has approved the Local Share Partner's determination of the appraisal value of the property pursuant to the following steps:
 - i. At least 90 days prior to making a final decision to change the use of, or sell, the property, the Local Share Partner shall provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time the Local Share Partner purchased the property. Such appraisal shall not be subject to any other extraordinary assumptions; and
 - ii. Not later than 60 days after receiving the appraisal obtained by the Local Share Partner, Metro shall inform the Local Share Partner whether Metro has approved the appraisal, which decision shall be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review shall include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro shall inform the Local Share Partner the reasons for not approving the appraisal and the Local Share Partner may resubmit a revised appraisal

to Metro pursuant to subsection 8(A)(5)(i) of this Agreement; and

- (6) Within 180 days after selling the property or authorizing the change in use of the property, the Local Share Partner shall apply toward completion of a Project listed on Attachment A, or a substitute Project selected consistent with the provisions of Section 5 of this Agreement, an amount equal to the greater of either (a) the appraisal value of the property, as determined pursuant to subsection 8(A)(5) of this Agreement, or (b) the amount of Measure funding that Metro provided to the Local Share Partner to purchase the property.

B. Construction of Buildings or Other Improvements.

All buildings and other improvements constructed by the Local Share Partner using funding provided by Metro pursuant to this Agreement shall be maintained for use in conjunction with parks, open space, natural areas, or trails. The Local Share Partner may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with the intended and stated purposes of the Measure, that is, for a use other than in conjunction with parks, open space, natural areas, or trails, unless it complies with all of the following conditions:

- (1) The Local Share Partner's decision to sell or use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the Measure is the result of unforeseen circumstances;
- (2) The Local Share Partner's intent, at the time it constructed such buildings or improvements, was to use them in a manner consistent with the intended and stated purposes of the Measure, that is, for a use in conjunction with a park, open space, natural area, or trail;
- (3) The Local Share Partner provides Metro 180 days advance written notice of its intent to authorize the change in use or the sale of such buildings or improvements to a third party;
- (4) The Local Share Partner holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, prior to making a final decision to sell or change the use of such buildings or

improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections 8(B)(1) through (4) of this Agreement have been satisfied and that the Local Share Partner has satisfied or will satisfy its obligations as described in subsections 8(B)(5) and (6) of this Agreement;

- (5) Metro has approved the Local Share Partner's determination of the appraisal value of such buildings or improvements pursuant to the following steps:
 - i. At least 90 days prior to making a final decision to sell or change the use of such buildings or improvements, the Local Share Partner shall provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. Such appraisal shall not be subject to any extraordinary assumptions; and
 - ii. Not later than 60 days after receiving the appraisal obtained by the Local Share Partner, Metro shall inform the Local Share Partner whether Metro has approved the appraisal, which decision shall be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review shall include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro shall inform the Local Share Partner the reasons for not approving the appraisal and the Local Share Partner may resubmit a revised appraisal to Metro pursuant to subsection 8(B)(5)(i) of this Agreement; and
- (6) Within 180 days after selling such buildings or improvements or authorizing the change in use of such buildings or improvements, the Local Share Partner shall apply toward completion of a Project listed on Attachment A, or a substitute Project selected consistent with the provisions of Section 5 of this Agreement, an amount equal to the greater of either (a) the appraisal value of such buildings or improvements, as determined pursuant to subsection 8(B)(5) of this Agreement, or (b) the amount of Measure funding that Metro provided to the Local Share Partner to construct such buildings or improvements.

9. Oregon Constitution and Tax Exempt Bond Covenants

The Local Share Partner acknowledges that Metro's source of funds for this Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The Local Share Partner covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event the Local Share Partner breaches this covenant, the Local Share Partner shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for any Projects funded under this Agreement that resulted in the Local Share Partner's breach of its covenant described in this section.

10. Funding Recognition

The Local Share Partner shall recognize and document on-site, for each Project whether an acquisition or a capital improvement, and in any publications, media presentations, or other presentations referencing such Project that are produced by or at the direction of the Local Share Partner, that funding for the Project came from the Metro Natural Areas Bond Measure. Such recognition shall comply with the recognition guidelines detailed in Attachment E to this Agreement.

11. Mutual Indemnification

The Local Share Partner shall indemnify and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Local Share Partner or the Local Share Partner's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify and hold the Local Share Partner and the Local Share Partner's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the

performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

12. Termination for Cause

A. Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines, in its sole discretion, that the Local Share Partner has failed to comply with any provision of this Agreement and is therefore in default. Metro shall promptly document such default and notify the Local Share Partner in writing of Metro's determination as required in Section 12 of this Agreement, below. Notwithstanding any termination for cause, the Local Share Partner shall be entitled to receive payments for any work completed or for which the Local Share Partner was contractually obligated on the date that Metro provided written notice of default, except that Metro shall not be obligated to make any payment other than for work specifically provided for in this Agreement.

B. Prior to termination under this Section 12 of this Agreement, Metro shall provide the Local Share Partner with written notice of default that describes the reason(s) that Metro has concluded that the Local Share Partner is in default and includes a description of the steps that the Local Share Partner shall take to cure the default. The Local Share Partner shall have 90 days from the date of the notice of default to cure the default. In the event the Local Share Partner does not cure the default within 90 days, Metro may terminate all or any part of this Agreement. Metro shall notify the Local Share Partner in writing of the reasons for the termination and the effective date of the termination, which shall not be earlier than 90 days from the date of the notice of default. The Local Share Partner shall be entitled to receive payments for any work completed, including any contractual obligations entered, after the date of the notice of default and before the date that Metro provided written notice of termination, provided that such work or contractual obligations were undertaken by the Local Share Partner in a good faith effort to comply with one of the steps to cure the default described by Metro in the notice of default, except that Metro shall not be obligated to make any payment other than for work specifically provided for in this Agreement.

C. The Local Share Partner shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

D. If, after notice of termination, Metro agrees or a court finds that the Local Share Partner was not in default or that the default was excusable, such as due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of the Local Share Partner, Metro shall allow the Local Share Partner to continue work, or both parties may treat the termination as a joint termination for convenience whereby the rights of the Local Share Partner shall be as outlined as provided in Section 13 of this Agreement.

13. Joint Termination for Convenience

Metro and the Local Share Partner may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by Metro subject to that mutual agreement. Within 30 days after termination pursuant to this provision, the Local Share Partner shall submit an itemized invoice for all unreimbursed Project work completed before the effective date of termination. Metro shall not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond the Local Share Partner's control.

14. Project Records, Audits, and Inspections

A. The Local Share Partner shall maintain comprehensive records and documentation relating to any Project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of any nature that the Local Share Partner incurred or anticipated to be incurred for the performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project, including any substitute Project selected consistent with Section 5 of this Agreement.

B. The Local Share Partner shall maintain all fiscal Project Records in accordance with generally accepted accounting principles. In addition, the Local Share Partner shall maintain any other records necessary to clearly document:

- (1) The Local Share Partner's performance of this Agreement, including but

not limited to the Local Share Partner's compliance with the Agreement, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions;

- (2) Any claims arising from or relating to the performance of the Local Share Partner under this Agreement or any public contract entered into by the Local Share Partner that is related to this Agreement;
- (3) Any cost and pricing data relating to this Agreement; and
- (4) Payments made to all suppliers and subcontractors engaged in any work for the Local Share Partner related to this Agreement.

C. The Local Share Partner shall maintain Project Records for the longer period of either (a) six years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement, which date is provided in Section 7 of this Agreement, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement.

D. The Local Share Partner shall make Project Records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Local Share Partner agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. Such costs paid by the Local Share Partner to Metro for inspection, auditing, examining and copying such records shall not be recoverable costs in any legal proceeding.

E. The Local Share Partner authorizes and permits Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and Project Records of the Local Share Partner, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any requirements of this Agreement.

Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of Section 14(F) of this Agreement.

F. The Local Share Partner agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and the Local Share Partner, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. The Local Share Partner agrees that in the event such Project Records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Local Share Partner shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due to the Local Share Partner from Metro.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this section shall be construed as limiting the Local Share Partner's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

16. Law of Oregon, Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that the Local Share Partner and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement, other than reimbursement requests required pursuant to Attachment B, shall be addressed to the other party's representative(s) designated in this Section of this Agreement and shall be deemed provided (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or

(c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Local Share Partner's Designated Representative(s):

JoAnn Herrigel
10722 SE Main Street
Milwaukie, OR 97222
Tel: (503) 231-1703
herrigelj@ci.milwaukie.or.us

Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97232
Fax (503)-797-1849

with copy to:

Office of Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97232
Fax (503) 797-1792

18. Assignment

The Local Share Partner shall not assign any of its responsibilities under this Agreement without prior written consent from Metro, which shall not be unreasonably withheld, except that the Local Share Partner may delegate or subcontract for performance of any of its responsibilities under this Agreement.

19. Severability

If any covenant or provision in this Agreement shall be adjudged void, such

adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

20. Entire Agreement; Modifications

This Agreement 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 the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

CITY OF MILWAUKIE

METRO

Signature

Michael Jordan
Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY:

Signature

Print Name: _____

Title: _____

Date: _____

Paul A. Garrahan

Senior Assistant Metro Attorney

Date: _____

Local Share Project List for
City of Milwaukie

Project Name:

Homewood Park

Project Description:

The majority of the 1.2-acre park is a natural area with a wood chip path running through it. The one remaining feature from this park's master plan to be completed is a small play area with a play structure for children aged seven years and younger, which ties in to the natural area with a nature observatory theme. Metro funds would be used to construct the play area, fall zone and surrounding- sidewalks as well as installing benches, garbage receptacles and interpretive signage.

Project Funds Required (including other funding sources, if any):

\$ 50,000 Local Share

\$ 10,000 Hector Campbell Neighborhood

Project Timeline:

2007-08

Project Location:

10821 SE Home Avenue, Milwaukie. See map.

Project Contact Information:

JoAnn Herrigel

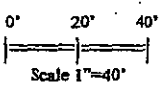
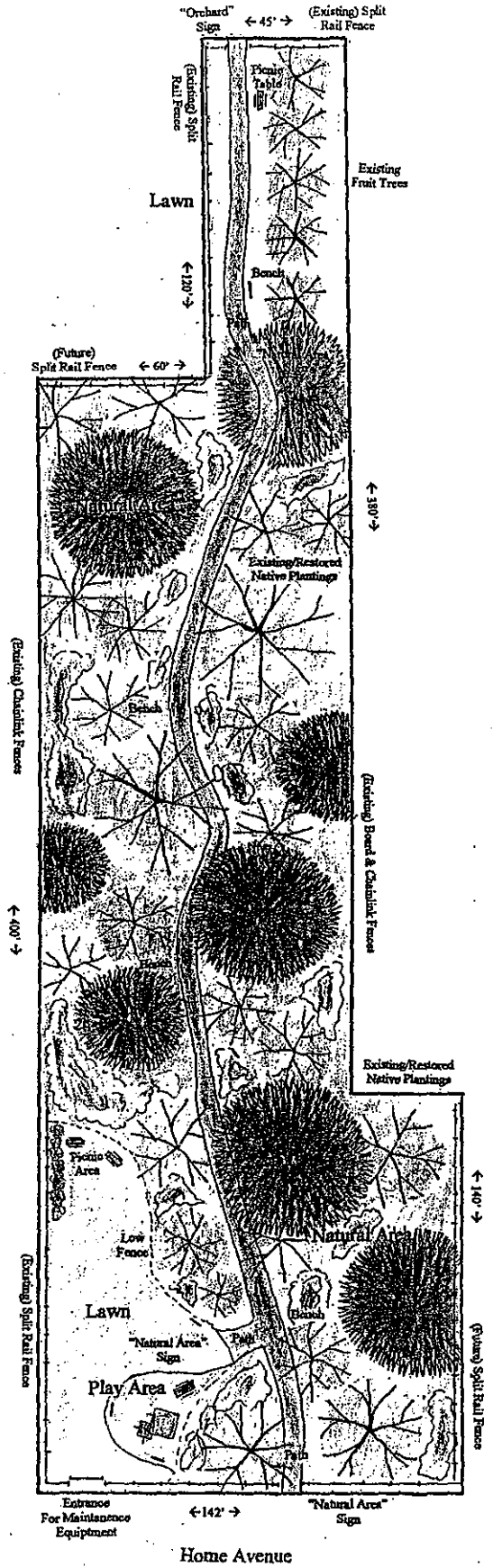
10722 SE Main Street

Milwaukie, OR 97222

Tel: (503) 231-1703

herrigelj@ci.milwaukie.or.us

Garrett Drive



This landscape design has been prepared by a landscape designer; "hardscape" elements have been included as artistic representations only to illustrate the conceptual ideas presented, and are subject to construction specifications prepared by an appropriate licensed professional such as a Landscape Architect or Landscape Contractor as required by law.

Local Share Project List for
City of Milwaukie

Project Name:

Spring Park Phase 1

Project Description:

Spring Park is a 6.87-acre City-owned park located south of Sparrow Street and west of 20th Avenue in the Island Station neighborhood in Milwaukie. A large area of wetland exists in the center and low land area of the site. The Master Plan has two phases: Phase I would be the development of a neighborhood park in the upland northeast corner of the park. The play area will have a nature theme and act as an entrance treatment for the natural wetland areas located in the park; Phase II includes the enhancement of the wetland and wooded area on the site, installation of interpretive signs, and relocation and formalization of the path system through the site.

Project Funds Required (including other funding sources, if any):

\$ 80,000 Local Share

\$ 10,000 Island Station Neighborhood and City

Project Timeline:

2007-08

Project Location:

Project located at SE Sparrow Street and 19th Avenue. See map.

Project Contact Information:

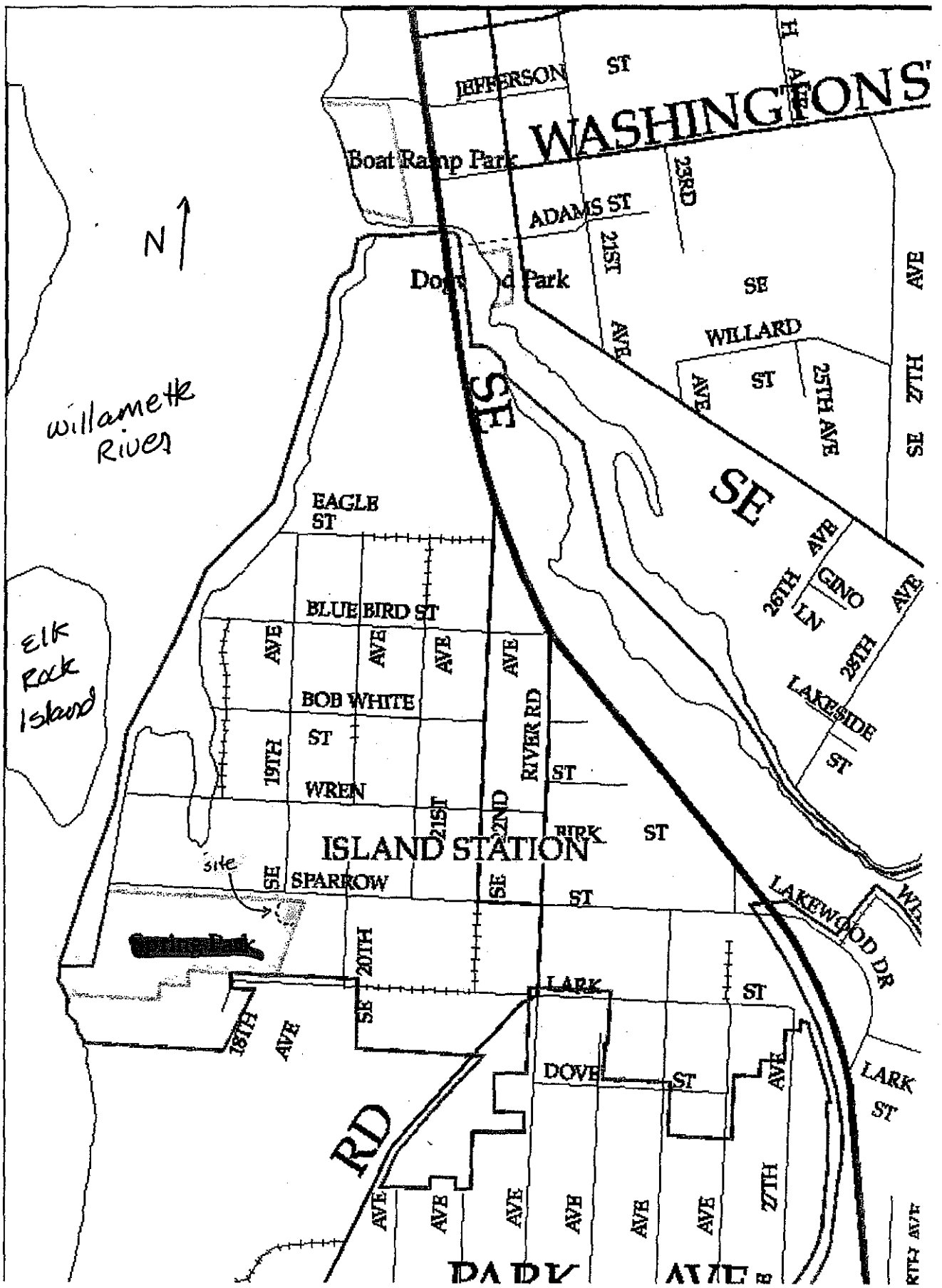
JoAnn Herrigel

10722 SE Main Street

Milwaukie, OR 97222

Tel: (503) 231-1703

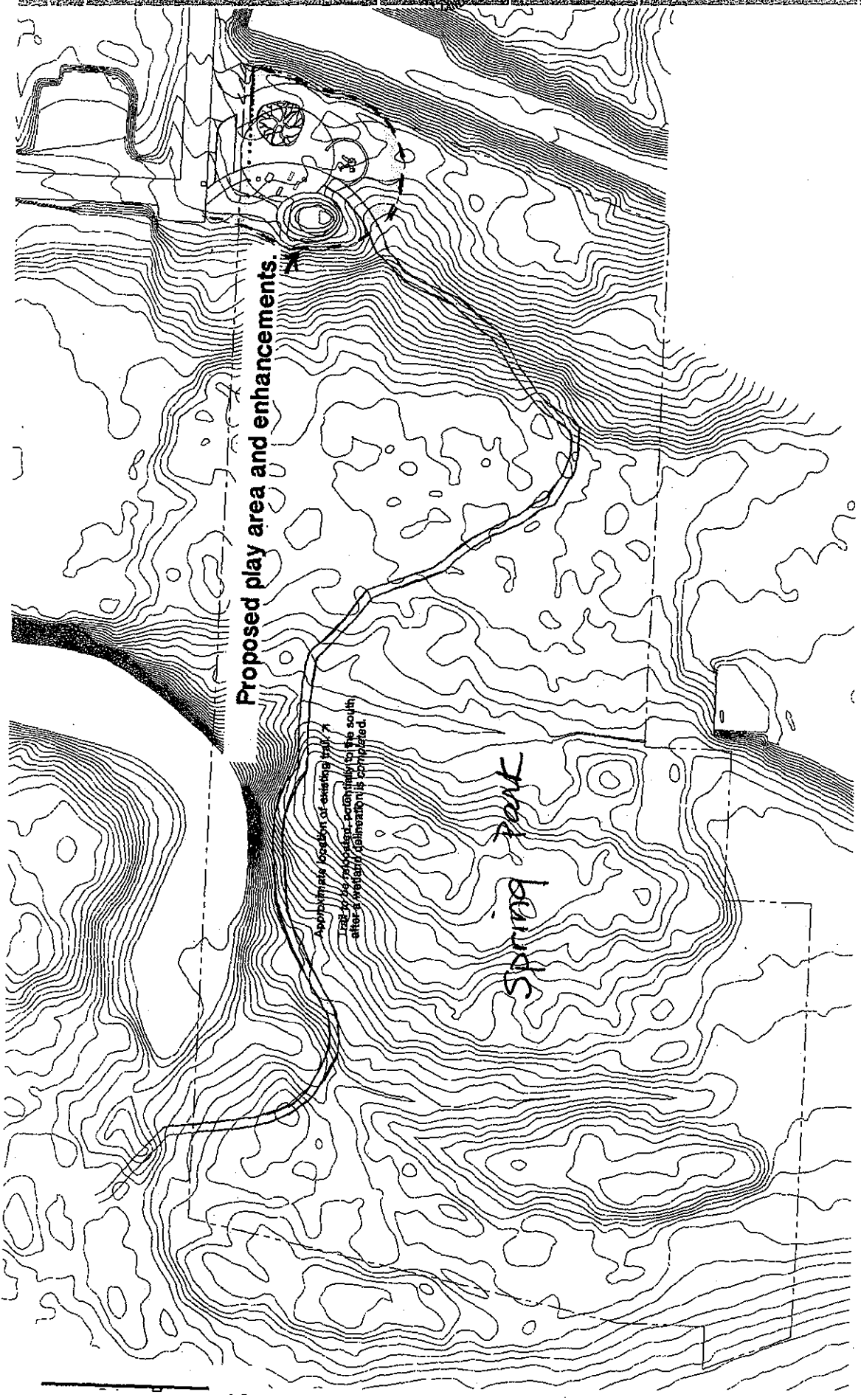
herrigelj@ci.milwaukie.or.us



Proposed play area and enhancements.

Approximate location of existing trail. Trail to be reconstructed south after a wetland delineation is completed.

Spring Bands



Local Share Project List for
City of Milwaukie

Project Name:

Milwaukie Riverfront Park

Project Description:

Milwaukie Riverfront Park is a 6.5-acre property along the Willamette River in Milwaukie, between Kellogg and Johnson Creeks. The design, permitting, and land use approvals for the park, by David Evans and Associates, began in December 2006 and will be completed in Spring 2008. The City plans to apply for funding from the Oregon Parks and Recreation Department and the Oregon Marine Board for construction of the park, and would augment other grant funds received.

Park amenities will include:

- Pathway installation
- Restroom facilities
- Public event amphitheater
- Revegetation of riparian area along the Willamette River and Kellogg and Johnson Creeks
- Park landscaping

Project Funds Required (including other funding sources, if any):

\$ 120,000 Local Share

\$ 200,000 City of Milwaukie

\$ 500,000 Oregon Parks and Recreation (OPRD)

\$ 500,000+ Oregon Marine Board (OMB)

Project Timeline:

2009 – Grants secured from OMB and OPRD

2010 – Bid let and construction begins

Project Location:

Located west of McLoughlin Blvd, between Kellogg and Johnson Creeks, along the Willamette River.

See map.

Project Contact Information:

JoAnn Herrigel

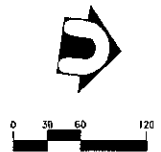
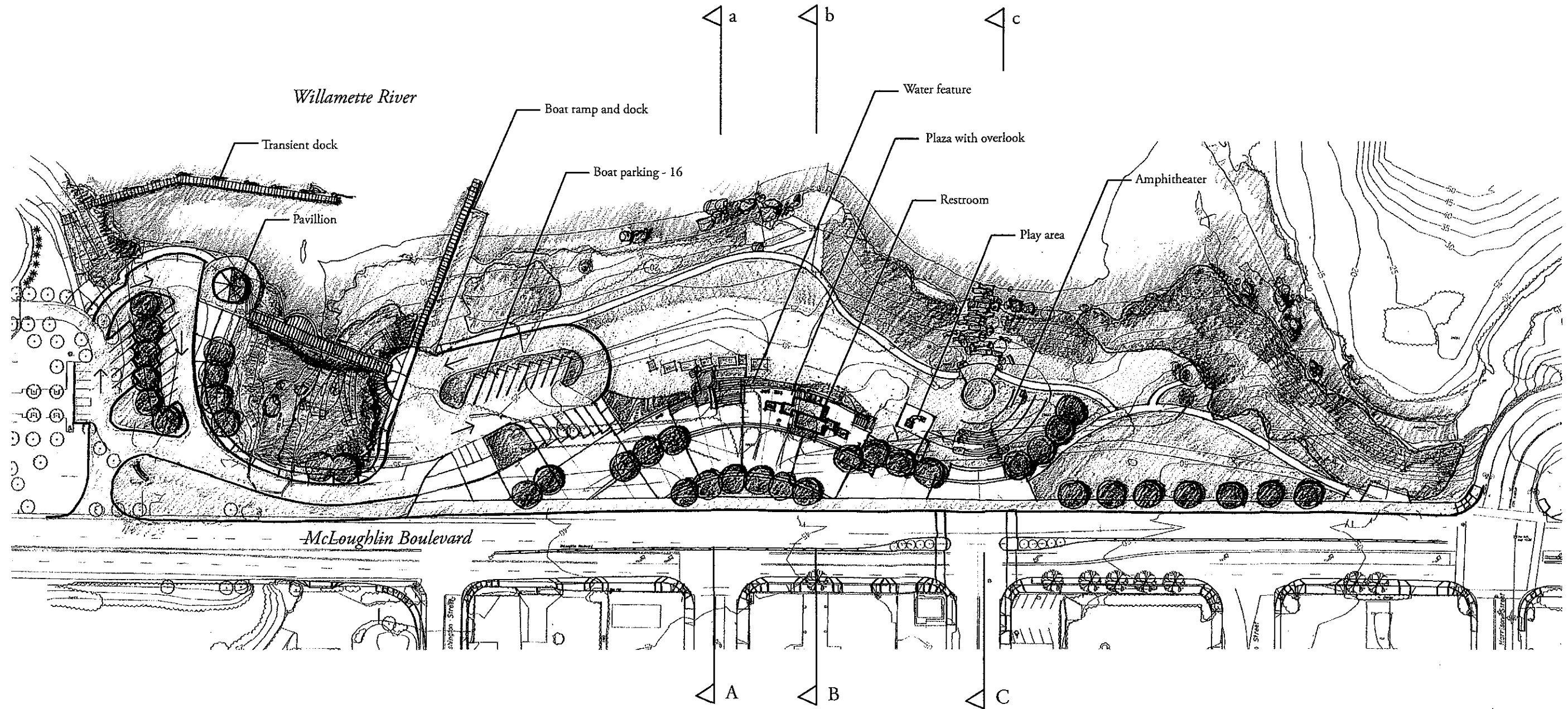
10722 SE Main Street

Milwaukie, OR 97222

Tel: (503) 231-1703

herrigelj@ci.milwaukie.or.us

Milwaukie Riverfront Park



Local Share Project List for
City of Milwaukie

Project Name:

Land Acquisition

Project Description:

Tow parcels will be identified for acquisition. One will be west of 32nd Avenue in the Ardenwald neighborhood and the other will be south of Lake Road, in the Lake Road neighborhood.

Project Funds Required (including other funding sources, if any):

\$ 407,751 Local Share

\$ 10,000 City of Milwaukie

Project Timeline:

As parcels are identified and available.

Project Location:

Located west of 32nd Avenue, in the Ardenwald neighborhood and south of Lake Road, in the Lake Road neighborhood. See map.

Project Contact Information:

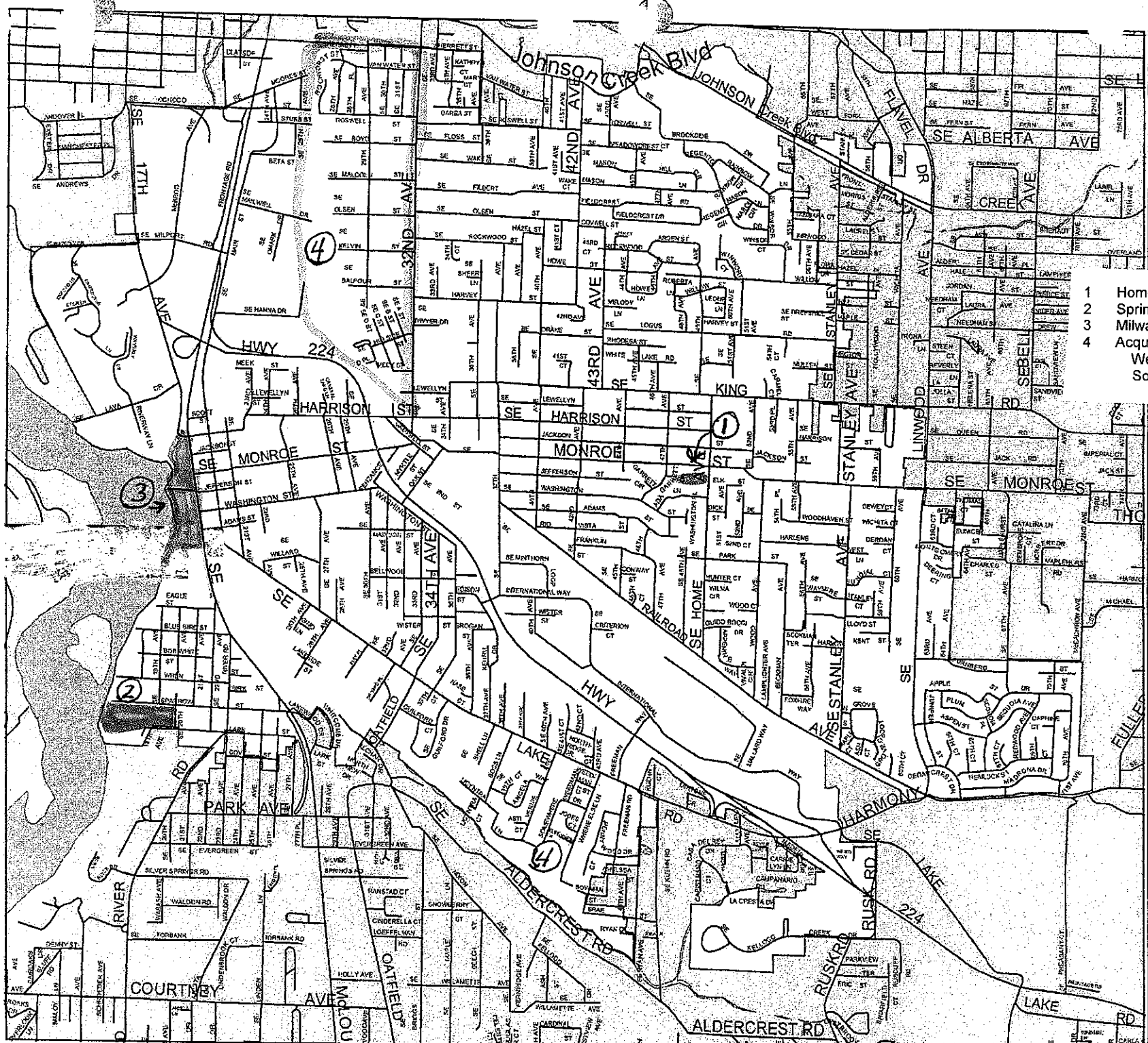
JoAnn Herrigel

10722 SE Main Street

Milwaukie, OR 97222



Tel: (503) 231-1703

herrigelj@ci.milwaukie.or.us



City of
Milwaukie
Streets Map

- 1 Homewood Park
- 2 Spring Park
- 3 Milwaukie Riverfront Park
- 4 Acquisitions
West of 32nd
South of Lake Road

 City of Milwaukie
 Clackamas and
Multnomah Counties



Attachment B

PROCEDURES FOR PAYMENT OF FUNDS BY METRO NATURAL AREAS BOND PROGRAM LOCAL SHARE

Metro has committed to pay to local jurisdictions (Local Share Partners) amounts specified for approved projects under the local share component of the 2006 Natural Areas Bond Measure. Under the Measure, funds must be expended on projects for acquisition and capital construction and improvements that result in the creation or acquisition of a capital asset, consistent with generally accepted accounting principles. For purposes of reimbursement, all of the following also apply:

- Capital cost may include not only the purchase price or cost of construction, but also any other costs incurred to place the asset in its intended location and condition for use;
- Each project shall be an improvement to non-federal, publicly owned property, or, in the case of acquisition, the ownership of the property shall be by a non-federal public agency or jurisdiction;
- Each project shall be real property (including buildings on such real property) or a building or other tangible improvement to real property, not intellectual or other intangible property; and
- The Local Share Partner shall properly record the acquisition or improvement as an asset in the jurisdiction's audited financial statements, and the accounting treatment for this project shall be consistent with the Local Share Partner's treatment of other similar transactions.

Examples of potentially eligible costs include the following, provided that they are costs that can be capitalized under generally accepted accounting principles:

- Legal and title fees
- Closing costs (including escrow fees and recording fees)
- Negotiation costs
- Due diligence costs (including costs of appraisals, land surveys and environmental investigations)
- Land preparation costs
- Demolition cost (associated with new construction)
- Architect and engineering fees
- Insurance premiums during the construction phase
- Transportation and freight charges
- Staff overhead costs, meeting federal guidelines under the Single Audit Act of 1984, which are directly related to the acquisition of a natural area asset.

Payments to Local Share Partners will be processed as reimbursement for costs incurred and paid by the Local Share Partner. Only in the case of land acquisition will transfers be made prior to expenditure, with said transfer into escrow accounts for land acquisition transactions.

Prior to any reimbursement or transfer of funds to escrow the Local Share Partner must sign a designation of signature authority form.

REIMBURSEMENT PROCEDURES

For each request for reimbursement, the Local Share Partner shall provide to Metro:

- A completed Request for Release of Funds, signed by an authorized representative of the Local Share Partner certifying appropriateness of the charges,
- A schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount, and
- Applicable documentation to support the schedule of charges, including copies of invoices, statements, receipts, payroll reports, and/or other evidence of expenditures incurred.

Such documents shall be submitted to:

Local Share Coordinator
Metro Regional Parks and Greenspaces
600 N.E. Grand Avenue
Portland, OR 97232-2736

Upon Metro's receipt of a request for reimbursement:

- Metro's Local Share Coordinator shall review the submitted documents and recommend approval for payment to the Program Director, or request additional information from Local Share Partner as needed.
- Metro Accounts Payable will process a reimbursement check to the Local Share Partner within thirty (30) days of the date of receipt of completed reimbursement documents by Metro. All reimbursements will be made payable to the Local Share Partner jurisdiction. Reimbursement may be by electronic funds transfer, warrant or check.

ESCROW TRANSFER PROCEDURES

If the Local Share Partner requires a wire transfer of funds to escrow to complete land acquisition transactions, a wire transfer information request form must be completed. A preliminary closing statement that details the price of the property and all related closing costs should be included to document each request submitted.

Funds will be transferred as required within five business days of written or faxed notice submitted to the attention of:

Local Share Coordinator
Metro Regional Parks and Greenspaces
600 N.E. Grand Avenue
Portland, OR 97232-2736

Fax number: 503-797-1849

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Attachment C

Local Share Guidelines

The Metro Council established these Local Share Guidelines with its adoption of Metro Resolution No. 06-3672B, which resolution submitted the Measure to the voters of the Metro region. As provided in Exhibit B to that resolution, only agencies that were public park providers as November 6, 2006 are eligible to receive funds. Funds from the bond measure shall not be used to replace local funds on any project and funds from the bond measure should be used to leverage other sources of revenue when possible. Local share funds should be used to the greatest extent possible to fund new projects and not pay agency overhead or indirect costs. In no event shall the staff, overhead and indirect costs on local share projects exceed 10% of the cost of any project. In addition, such funds may be expended only on projects related to natural areas or acquisition of land for natural areas, open space, parks or trails, including:

Real Property Acquisition:

- Fee Simple (or easement) purchase of real property for use as parks, open space, natural areas, or trails, including natural areas, wildlife and trail corridors identified in the Metropolitan Greenspaces Master Plan, the Regional Greenspaces System Concept Map (adopted 2002), the Regional Trails Plan Map (adopted 2002), the Nature in Neighborhood Map (Fish & Wildlife Habitat Protection Program, Resource Classification Map), and locally determined significant natural areas, neighborhood and pocket parks, wildlife habitat and trail corridors.

Capital Improvement Projects:

- Restoration or enhancement of fish and wildlife habitat.
- Improvements to existing parks to enhance the integrity of habitat and increase natural plantings.
- Improvements to existing natural area amenities to provide universal access to the public (meets Americans with Disabilities Act requirements).
- Public use facilities such as trailheads, rest rooms, picnic tables and shelters, children's play areas, viewing blinds, water systems, camp sites and barbeque pits, fishing piers, associated accessories such as information signs, fences, security lighting, and circulation facilities (i.e., entry, egress and circulation roads, parking areas).
- Environmental education structures or accessories (e.g., nature centers and/or interpretive displays).
- Trail design, engineering, construction and landscaping.

Attachment D

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE LOCAL SHARE PARTNER and METRO
FOR LAND ACQUISITION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), entered into under the provisions of ORS chapter 190 and effective on the date the IGA is fully executed (the “Effective Date”), is entered into by and between the _____, located at _____ (“Local Share Partner”) and Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 (“Metro”).

RECITALS

WHEREAS, the goal of this IGA is for Metro to provide land acquisition services for the Local Share Partner for acquisitions pertaining to the 2006 Natural Areas Bond Measure(the “Measure”);

WHEREAS, the Local Share Partner has executed an intergovernmental agreement with Metro pertaining to the Local Share Component of the Measure;

WHEREAS, the Local Share Partner is involved in various projects that require land acquisition and due diligence services in relation to parcel and easement purchases;

WHEREAS, the Local Share Partner does not have the in-house staff to perform these land acquisition and due diligence services;

WHEREAS, Metro has determined that there is available Metro staff capacity within the existing Natural Areas Work Plan to provide limited technical assistance to the Local Share Partner for land acquisition and due diligence services; and

WHEREAS, the purpose of this IGA is to identify the responsibilities and compensation for land acquisition and due diligence services to be provided by Metro to Local Share Partner;

NOW THEREFORE, the parties agree as follows:

1. **SCOPE OF METRO’S SERVICES**

Metro shall provide to Local Share Partner services as shown in the attached Scope of Work (Exhibit A). In addition, each project shall require a project specific scope of work (consistent with this IGA) and a written notice to proceed from Local Share Partner prior to Metro commencing work. Local Share Partner shall be entitled to copies of all products prepared by Metro hereunder, upon request, including but not limited to due

diligence process reports and legal documents and instruments (agreements of purchase and sale, appraisals, environmental assessments, preliminary title reports, negotiated conditions, deeds, easements, and leases).

2. SCOPE OF LOCAL SHARE PARTNER'S SERVICES

Local Share Partner shall provide written direction to Metro regarding the services to be performed by Metro under this IGA. Local Share Partner shall also provide the input and review as described in Exhibit A.

3. PAYMENTS FOR SERVICES

- A. Costs that Metro incurs to obtain any services from third parties under this IGA shall be deducted from the total amount of funds available to the Local Share Partner under the terms of the Measure. Such deduction shall occur at the time that Metro makes payment for such services. Such costs may include, without limitation, the costs for Metro to obtain appraisals, appraisal reviews, preliminary title reports, environmental site assessments (e.g. "Phase I" and "Phase II" investigations), and land surveys. Metro shall provide Local Share Partner with written notice of all such deductions related to each project within 30 days of either (a) closing, if the project is a successful real property acquisition, or (b) the date that Metro determines, at its sole discretion, that a proposed acquisition is infeasible, at least in the short term.
- B. Metro shall provide all other land acquisition and due diligence services described herein, other than those services described in Section 3A of this IGA, at no cost to the Local Share Partner.

4. TERM AND RENEWALS

The Term of this IGA shall be for five (5) years following the Effective Date. However, this IGA shall automatically renew for successive one-year terms unless terminated by either party by written notice at least 30 days prior to expiration of the initial term or any renewal term.

6. MODIFICATION, AMENDMENT OR TERMINATION OF AGREEMENT

Metro and Local Share Partner, by mutual written agreement signed by both parties, may modify, amend, or terminate this IGA at any time. Either party also may unilaterally terminate this IGA by providing the other party with written notice of termination. Such notice shall comply with the provisions of Section 13 of this IGA, and such termination shall be effective 30 days after providing such notice. Metro shall be entitled to deduct from the total amount of funds available to the Local Share Partner under the terms of the Measure any costs, as described in Section 3 of this IGA, that Metro had incurred or for which Metro was contractually obligated on the date that Metro provided or received written notice of default.

7. MUTUAL INDEMNIFICATION

The Local Share Partner shall indemnify and hold Metro and Metro’s agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Local Share Partner or the Local Share Partner’s officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify and hold the Local Share Partner and the Local Share Partner’s agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro’s officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

8. FUNDS

Local Share Partner shall be responsible for insuring that sufficient funds are available for each Project.

9. PROJECT MANAGER

Each party designates the following as its representative for purposes of administering this IGA:

Local Share Partner:

Metro: Natural Areas Bond Program Manager
Metro Regional Center
600 N.E Grand Ave
Portland, OR 97232

Either party may change its designated representative by giving written notice to the other as provided in Section 13.

10. LAWS OF OREGON

The laws of the state of Oregon shall govern this IGA and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this IGA. Specifically, it is a condition of this Agreement that

the Local Share Partner and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

11. SEVERABILITY

If any covenant or provision in this IGA shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this IGA.

12. ENTIRE AGREEMENT

This IGA constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to this IGA. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties.

13. NOTICES

Except as specifically otherwise provided in this IGA, any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested and addressed to the representative designated in Section 9. Either party may change its address by notice given to the other in accordance with this paragraph.

14. ARBITRATION

Any controversy regarding the terms and conditions of this IGA shall be submitted to arbitration. Any party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent that party and the two arbitrators shall immediately select a third impartial person to complete a three member arbitration panel. If the two arbitrators cannot agree within 15 days on the third arbitrator, then either party may petition the Presiding Judge of the Multnomah County Circuit Court to select the third arbitrator. The panel shall conduct the arbitration in accordance with the provisions of ORS Chapter 33, or the corresponding provisions of any such future law. The arbitrator(s) shall assess all or part of the cost of the arbitration, including attorney fees, to any or all parties.

LOCAL SHARE PARTNER:

METRO:

By: _____
Print Name:

By: _____
Michael Jordan, Chief Operating Officer

Date: _____

Date: _____

By: _____

By: _____

Jim Desmond, Parks Director

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____

By: _____

for the Local Share Partner, Oregon

Paul A. Garrahan

Senior Assistant Metro Attorney

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Exhibit A
Land Acquisition Services IGA

SCOPE OF WORK

TASK 1 Local Share Partner Preliminary and General Services

Objective: Initiate project and facilitate mutual understanding of the project scope.

Description: Meet with Metro real estate negotiator on a project-by-project basis, to confirm roles, responsibilities and expectations for each specific project in relation to the IGA. Establish clear lines of communication. Discuss project goals and identify specific concerns. Review the project and the land acquisition schedule.

Local Share Partner Products:

Provide project-specific goals, target properties, budget and desired schedule, including key project deadlines and milestones. Schedule and host initial project meeting. Provide the names and addresses of the owners of targeted properties, and tax identification information for such properties. Provide direction as appropriate. Information to be provided includes:

- Written description of the target property, property contact information (including history of communication), specific approval schedule, deadlines, authorization procedures, and required communication procedures.
- Whether review by the Local Share Partner’s attorney is required, and, if so, the points during the project timeline when such review must occur.
- Whether and when approval(s) by the Local Share Partner’s governing body is required. Describe the process and estimated time lines for such approval(s).
- A completed Signature Authority form provided by Metro.
- Identification of any other approval(s) or review periods that the Local Share Partner will require.

TASK 2 Metro Negotiation and Related Services

Objective: Conduct “willing seller” land acquisition negotiations with the purpose of acquiring properties targeted by the Local Share Partner for land acquisition services. When directed in writing by Local Share Partner, conduct such land acquisition negotiations in accord with federal acquisition guidelines.

Description: Metro will perform land acquisition negotiations. Steps to be taken include the following activities:

- 2.1 Setup negotiation files to preserve documents and a record of the negotiations.

- 2.2 Setup and maintain diaries documenting property owner(s) contacts.
- 2.3 Prepare the appropriate documents for review by the Local Share Partner's Project Manager and attorney, including, but not limited to, Metro's standard form Agreement of Purchase and Sale, modified or supplemented with property specific detail, deeds, easements, legal descriptions and other documents and instruments, as needed.
- 2.4 Prepare offer letters and other communications required to establish contact with property owner(s).
- 2.5 Explain the offer to the property owner(s) or a representative and provide an understanding of the land acquisition process.
- 2.6 Comply with federal and state acquisition and relocation guidelines and requirements, when directed in writing to do so by the Local Share Partner.
- 2.7 Advise and coordinate with the Local Share Partner's Project Manager.

Metro Products:

Maintain property specific negotiation files including diaries, offer letters, and documentation of other communications. Transaction specific preparation of the Purchase and Sale Agreement, and other documents, as requested. Provide negotiation files to Local Share Partner upon request.

TASK 3 Metro Due Diligence Services

Objective: Perform due diligence substantially satisfying the standards set forth in Metro's Natural Areas Implementation Workplan.

Description: Metro will conduct due diligence in good faith and as Metro determines necessary at its sole discretion. Steps to be taken may include the following activities:

- 3.1 Obtain an independent MAI appraisal of the proposed acquisition property subject to no extraordinary assumptions and confirmed by an appraisal review conducted in accordance with USPAP and general appraisal standards. Alternatively, if the Seller obtains an independent MAI appraisal, then Metro shall obtain an appraisal review of Seller's appraisal, conducted in accordance with USPAP and general appraisal standards, and such appraisal review must verify the accuracy of Seller's appraisal, including confirming that it is subject to no extraordinary assumptions.

- 3.2 Paralegal review of title reports, title exception documents, vesting deed, existing surveys, plats, legal description and other documents.
- 3.3 Perform a site visit and visual inspection of boundaries and access; identify possible hazards, unrecorded easements, and trespassers.
- 3.4 Obtain a Phase I Environmental Assessment and conduct further environmental investigation only if necessary to conduct “All Appropriate Inquiry” into the environmental condition of the Property, in accord with the Standards and Practices for All Appropriate Inquiry set forth in the Code of Federal Regulations, Chapter 40, Part 312.
- 3.5 Obtain survey services for a land use application or to resolve uncertainties as to property lines or easement location.
- 3.6 Obtain land use approvals if required under the Purchase and Sale Agreement.
- 3.7 Provide Metro Attorney review of documents. The Metro Attorney shall advise Metro negotiators regarding their work under this Agreement and shall oversee Metro’s due diligence work, but shall not provide legal advice directly to the Local Share Partner. If the Local Share Partner feels it needs legal advice regarding any matter it shall seek such advice from its own attorney.

Metro Products:

Due diligence conforming substantially to Metro Natural Areas Implementation Workplan standards. Copies of all pertinent legal documents will be provided as appropriate.

Local Share Partner Products:

Local Share Partner’s Project Manager and attorney review, direction of the due diligence process, review and approval of the closing checklist.

TASK 4 Metro Purchase and Closing Services/Escrow Liaison

Objective: Conduct escrow and closing services.

Description: Metro shall perform the following services in good faith and as Metro determines necessary at its sole discretion:

- 4.1 Communicate with property owners, or their representatives, in a timely and professional manner.
- 4.2 Open escrow.

- 4.3 Prepare escrow instructions.
- 4.4 Place documents in escrow.
- 4.5 Coordinate payments to Title/Escrow Company related to closing.
- 4.6 Assist in obtaining releases, if necessary.
- 4.7 Review closing statements, escrow instructions, title insurance policies, and vesting documents, and make recommendations to Local Share Partner or work with the title company to correct errors.
- 4.8 Deliver documents for recording and track the recording process to ensure that recording has occurred.

Metro Products:

Escrow instructions, Escrow account setup, documents placed in escrow, payment coordination, closing statements, recorded documents. Provide recorded documents to Local Share Partner with recording numbers.

Local Share Partner Products:

Local Share Partner's Program Manager and attorney review of closing documents and instruments. Provide documentation to authenticate that the individual signing all closing documents has authority to sign on behalf of the Local Share Partner.

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Attachment E

Funding Recognition

As provided in this document, the Local Share Partner shall recognize that funding to complete the project was provided from the Metro 2006 Natural Areas Bond Measure. Such project recognition shall be included in and on on-site documentation, any published final products and visual presentations, web site information, collateral materials, newsletters, and press releases.

At or before project completion of a project, signage shall be installed at the project site in prominent and highly visible locations near each primary public access point or viewing access area (but not located in a manner that would have a detrimental impact on any natural area viewshed) to acknowledge Metro's funding of the project and any other project partners (as necessary) that have provided project funding. Signage shall be either:

- a. A standard, free-standing sign provided by Metro, which Metro shall make available to Local Share Partners upon request; or
- b. Inclusion of Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Metro Bond Measure for the project being recognized, in relation to other agencies recognized on such signage. In no event, however, must Metro's logo and script be larger than the logo and script of the Local Share Provider. Metro shall make its graphics available upon request.

When the project is opened to the public, the Local Share Partner shall plan and hold at least one community/media event to publicize the project and its relationship to the Metro 2006 Natural Areas Bond Measure. The Local Share Partner agrees to provide the Metro Natural Areas Program Manager with written notice of such event at least three weeks prior to the scheduled event in order to coordinate with and allow for participation by Metro staff and elected officials.

At least once during the term of the Agreement, the Local Share Partner shall hold a public meeting with members of the Local Share Partner's governing body, at which the Local Share Partner shall recognize the Local Share Partner's partnership with Metro to complete the Local Share Partner's Bond Measure-funded projects. The Local Share Partners shall provide the Metro Natural Areas Program Manager with written notice of such public meeting at least three weeks prior to the scheduled event in order to coordinate with and allow for participation by Metro staff and elected officials.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE LOCAL SHARE PARTNER and METRO
FOR LAND ACQUISITION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), entered into under the provisions of ORS chapter 190 and effective on the date the IGA is fully executed (the “Effective Date”), is entered into by and between the City of Milwaukie, located at 10722 SE Main Street, Milwaukie, OR 97222 (“Local Share Partner”) and Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736 (“Metro”).

RECITALS

WHEREAS, the goal of this IGA is for Metro to provide land acquisition services for the Local Share Partner for acquisitions pertaining to the 2006 Natural Areas Bond Measure (the “Measure”);

WHEREAS, the Local Share Partner has executed an intergovernmental agreement with Metro pertaining to the Local Share Component of the Measure;

WHEREAS, the Local Share Partner is involved in various projects that require land acquisition and due diligence services in relation to parcel and easement purchases;

WHEREAS, the Local Share Partner does not have the in-house staff to perform these land acquisition and due diligence services;

WHEREAS, Metro has determined that there is available Metro staff capacity within the existing Natural Areas Work Plan to provide limited technical assistance to the Local Share Partner for land acquisition and due diligence services; and

WHEREAS, the purpose of this IGA is to identify the responsibilities and compensation for land acquisition and due diligence services to be provided by Metro to Local Share Partner;

NOW THEREFORE, the parties agree as follows:

1. SCOPE OF METRO’S SERVICES

Metro shall provide to Local Share Partner services as shown in the attached Scope of Work (Exhibit A). In addition, each project shall require a project specific scope of work (consistent with this IGA) and a written notice to proceed from Local Share Partner prior to Metro commencing work. Local Share Partner shall be entitled to copies of all products prepared by Metro hereunder, upon request, including but not limited to due

diligence process reports and legal documents and instruments (agreements of purchase and sale, appraisals, environmental assessments, preliminary title reports, negotiated conditions, deeds, easements, and leases).

2. SCOPE OF LOCAL SHARE PARTNER'S SERVICES

Local Share Partner shall provide written direction to Metro regarding the services to be performed by Metro under this IGA. Local Share Partner shall also provide the input and review as described in Exhibit A.

3. PAYMENTS FOR SERVICES

A. Costs that Metro incurs to obtain any services from third parties under this IGA shall be deducted from the total amount of funds available to the Local Share Partner under the terms of the Measure. Such deduction shall occur at the time that Metro makes payment for such services. Such costs may include, without limitation, the costs for Metro to obtain appraisals, appraisal reviews, preliminary title reports, environmental site assessments (e.g. "Phase I" and "Phase II" investigations), and land surveys. Metro shall provide Local Share Partner with written notice of all such deductions related to each project within 30 days of either (a) closing, if the project is a successful real property acquisition, or (b) the date that Metro determines, at its sole discretion, that a proposed acquisition is infeasible, at least in the short term.

B. Metro shall provide all other land acquisition and due diligence services described herein, other than those services described in Section 3A of this IGA, at no cost to the Local Share Partner.

4. TERM AND RENEWALS

The Term of this IGA shall be for five (5) years following the Effective Date. However, this IGA shall automatically renew for successive one-year terms unless terminated by either party by written notice at least 30 days prior to expiration of the initial term or any renewal term.

5. MODIFICATION, AMENDMENT OR TERMINATION OF AGREEMENT

Metro and Local Share Partner, by mutual written agreement signed by both parties, may modify, amend, or terminate this IGA at any time. Either party also may unilaterally terminate this IGA by providing the other party with written notice of termination. Such notice shall comply with the provisions of Section 13 of this IGA, and such termination shall be effective 30 days after providing such notice. Metro shall be entitled to deduct from the total amount of funds available to the Local Share Partner under the terms of the Measure any costs, as described in Section 3 of this IGA, that Metro had incurred or for which Metro was contractually obligated on the date that Metro provided or received written notice of default.

6. MUTUAL INDEMNIFICATION

The Local Share Partner shall indemnify and hold Metro and Metro’s agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Local Share Partner or the Local Share Partner’s officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify and hold the Local Share Partner and the Local Share Partner’s agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro’s officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

7. FUNDS

Local Share Partner shall be responsible for insuring that sufficient funds are available for each Project.

8. PROJECT MANAGER

Each party designates the following as its representative for purposes of administering this IGA:

Local Share Partner:

JoAnn Herrigel
10722 SE Main Street
Milwaukie, OR 97222
Tel: (503) 231-1703
herrigelj@ci.milwaukie.or.us

Metro:

Natural Areas Bond Manager
Metro Regional Center
600 NE Grand Avenue
Portland, OR 97232

Either party may change its designated representative by giving written notice to the other as provided in Section 12.

9. The laws of the state of Oregon shall govern this IGA and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this IGA. Specifically, it is a condition of this Agreement that

the Local Share Partner and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

10. SEVERABILITY

If any covenant or provision in this IGA shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this IGA.

11. ENTIRE AGREEMENT

This IGA constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to this IGA. No waiver, consent, modification or change of terms of this IGA shall bind either party unless in writing and signed by both parties.

12. NOTICES

Except as specifically otherwise provided in this IGA, any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested and addressed to the representative designated in Section 8. Either party may change its address by notice given to the other in accordance with this paragraph.

13. ARBITRATION

Any controversy regarding the terms and conditions of this IGA shall be submitted to arbitration. Any party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent that party and the two arbitrators shall immediately select a third impartial person to complete a three member arbitration panel. If the two arbitrators cannot agree within 15 days on the third arbitrator, then either party may petition the Presiding Judge of the Multnomah County Circuit Court to select the third arbitrator. The panel shall conduct the arbitration in accordance with the provisions of ORS Chapter 33, or the corresponding provisions of any such future law. The arbitrator(s) shall assess all or part of the cost of the arbitration, including attorney fees, to any or all parties.

CITY OF MILWAUKIE:

METRO:

By: _____
Print Name:

By: _____
Michael Jordan, Chief Operating Officer

Date: _____

Date: _____

By: _____
Print Name

By: _____
Jim Desmond, Parks Director

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
for the Local Share Partner, Oregon

By: _____
Paul A. Garrahan
Senior Assistant Metro Attorney

Exhibit A
Land Acquisition Services IGA

SCOPE OF WORK

TASK 1 Local Share Partner Preliminary and General Services

Objective: Initiate project and facilitate mutual understanding of the project scope.

Description: Meet with Metro real estate negotiator on a project-by-project basis, to confirm roles, responsibilities and expectations for each specific project in relation to the IGA. Establish clear lines of communication. Discuss project goals and identify specific concerns. Review the project and the land acquisition schedule.

Local Share Partner Products:

Provide project-specific goals, target properties, budget and desired schedule, including key project deadlines and milestones. Schedule and host initial project meeting. Provide the names and addresses of the owners of targeted properties, and tax identification information for such properties. Provide direction as appropriate. Information to be provided includes:

- Written description of the target property, property contact information (including history of communication), specific approval schedule, deadlines, authorization procedures, and required communication procedures.
- Whether review by the Local Share Partner’s attorney is required, and, if so, the points during the project timeline when such review must occur.
- Whether and when approval(s) by the Local Share Partner’s governing body is required. Describe the process and estimated time lines for such approval(s).
- A completed Signature Authority form provided by Metro.
- Identification of any other approval(s) or review periods that the Local Share Partner will require.

TASK 2 Metro Negotiation and Related Services

Objective: Conduct “willing seller” land acquisition negotiations with the purpose of acquiring properties targeted by the Local Share Partner for land acquisition services. When directed in writing by Local Share Partner, conduct such land acquisition negotiations in accord with federal acquisition guidelines.

Description: Metro will perform land acquisition negotiations. Steps to be taken include the following activities:

- 2.1 Setup negotiation files to preserve documents and a record of the negotiations.

- 2.2 Setup and maintain diaries documenting property owner(s) contacts.
- 2.3 Prepare the appropriate documents for review by the Local Share Partner's Project Manager and attorney, including, but not limited to, Metro's standard form Agreement of Purchase and Sale, modified or supplemented with property specific detail, deeds, easements, legal descriptions and other documents and instruments, as needed.
- 2.4 Prepare offer letters and other communications required to establish contact with property owner(s).
- 2.5 Explain the offer to the property owner(s) or a representative and provide an understanding of the land acquisition process.
- 2.6 Comply with federal and state acquisition and relocation guidelines and requirements, when directed in writing to do so by the Local Share Partner.
- 2.7 Advise and coordinate with the Local Share Partner's Project Manager.

Metro Products:

Maintain property specific negotiation files including diaries, offer letters, and documentation of other communications. Transaction specific preparation of the Purchase and Sale Agreement, and other documents, as requested. Provide negotiation files to Local Share Partner upon request.

TASK 3 Metro Due Diligence Services

Objective: Perform due diligence substantially satisfying the standards set forth in Metro's Natural Areas Implementation Workplan.

Description: Metro will conduct due diligence in good faith and as Metro determines necessary at its sole discretion. Steps to be taken may include the following activities:

- 3.1 Obtain an independent MAI appraisal of the proposed acquisition property subject to no extraordinary assumptions and confirmed by an appraisal review conducted in accordance with USPAP and general appraisal standards. Alternatively, if the Seller obtains an independent MAI appraisal, then Metro shall obtain an appraisal review of Seller's appraisal, conducted in accordance with USPAP and general appraisal standards, and such appraisal review must verify the accuracy of Seller's appraisal, including confirming that it is subject to no extraordinary assumptions.

- 3.2 Paralegal review of title reports, title exception documents, vesting deed, existing surveys, plats, legal description and other documents.
- 3.3 Perform a site visit and visual inspection of boundaries and access; identify possible hazards, unrecorded easements, and trespassers.
- 3.4 Obtain a Phase I Environmental Assessment and conduct further environmental investigation only if necessary to conduct "All Appropriate Inquiry" into the environmental condition of the Property, in accord with the Standards and Practices for All Appropriate Inquiry set forth in the Code of Federal Regulations, Chapter 40, Part 312.
- 3.5 Obtain survey services for a land use application or to resolve uncertainties as to property lines or easement location.
- 3.6 Obtain land use approvals if required under the Purchase and Sale Agreement.
- 3.7 Provide Metro Attorney review of documents. The Metro Attorney shall advise Metro negotiators regarding their work under this Agreement and shall oversee Metro's due diligence work, but shall not provide legal advice directly to the Local Share Partner. If the Local Share Partner feels it needs legal advice regarding any matter it shall seek such advice from its own attorney.

Metro Products:

Due diligence conforming substantially to Metro Natural Areas Implementation Workplan standards. Copies of all pertinent legal documents will be provided as appropriate.

Local Share Partner Products:

Local Share Partner's Project Manager and attorney review, direction of the due diligence process, review and approval of the closing checklist.

TASK 4 Metro Purchase and Closing Services/Escrow Liaison

Objective: Conduct escrow and closing services.

Description: Metro shall perform the following services in good faith and as Metro determines necessary at its sole discretion:

- 4.1 Communicate with property owners, or their representatives, in a timely and professional manner.
- 4.2 Open escrow.

- 4.3 Prepare escrow instructions.
- 4.4 Place documents in escrow.
- 4.5 Coordinate payments to Title/Escrow Company related to closing.
- 4.6 Assist in obtaining releases, if necessary.
- 4.7 Review closing statements, escrow instructions, title insurance policies, and vesting documents, and make recommendations to Local Share Partner or work with the title company to correct errors.
- 4.8 Deliver documents for recording and track the recording process to ensure that recording has occurred.

Metro Products:

Escrow instructions, Escrow account setup, documents placed in escrow, payment coordination, closing statements, recorded documents. Provide recorded documents to Local Share Partner with recording numbers.

Local Share Partner Products:

Local Share Partner's Program Manager and attorney review of closing documents and instruments. Provide documentation to authenticate that the individual signing all closing documents has authority to sign on behalf of the Local Share Partner.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN TWO INTERGOVERNMENTAL AGREEMENTS WITH METRO FOR LOCAL SHARE COMPONENT OF THE NATURAL AREAS, PARKS, AND STREAMS BOND MEASURE AND LAND ACQUISITION AND DUE DILIGENCE SERVICES.

WHEREAS, the electors approved a ballot measure on November 7, 2006 authorizing Metro to issue \$220 million in bonds for Natural Areas, Parks and Streams; and

WHEREAS, the measure provided a “local share” program for local jurisdictions to receive a portion of the bond monies for specified projects, and the city of Milwaukie has been allocated \$657,751 to be used for specified projects; and

WHEREAS, Metro has offered to provide acquisition services to local jurisdictions and the City of Milwaukie would like to use those services for acquisition of properties targeted for Local Share funding; and

WHEREAS, Milwaukie and Metro desire to enter into Intergovernmental Agreements to provide for funding of Milwaukie projects and land acquisition services for properties identified by the City;

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized to sign two Intergovernmental Agreements with Metro for funding the Milwaukie’s Local Share Projects, as listed on the IGA, and to accept Metro’s land acquisition and due diligence services.

Introduced and adopted by the City Council on _____ .

This resolution is effective immediately.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Ramis, Crew, & Corrigan, LLP

Pat DuVal, City Recorder

City Attorney



To: Mayor Bernard and Milwaukie City Council
Through: Mike Swanson, City Manager
From: Larry R. Kanzler, Chief of Police
Date: July 11, 2007
Subject: **O.L.C.C. Application – Hartwell’s - 10608 SE Main Street**

Action Requested:

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from Hartwell’s – 10608 SE Main Street.

Background:

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



TO: MAYOR AND CITY COUNCIL
FROM: MIKE SWANSON, CITY MANAGER
DATE: JULY 18, 2007
**RE: PROPOSED ORDINANCE REPEALING MILWAUKIE
MUNICIPAL CODE CHAPTER 15.12 AND PROPOSED
RESOLUTION APPROVING THE FIRE CODE AS ADOPTED BY
THE CLACKAMAS COUNTY FIRE DISTRICT NO. 1 BOARD OF
DIRECTORS**

ACTION REQUESTED

The action requested includes two separate motions:

1. Adoption of a proposed ordinance repealing Milwaukie Municipal Code Chapter 15.12—Fire Code; and
2. Adoption of a resolution approving the Fire Code as adopted by the Clackamas County Fire District No. 1 Board of Directors.

It is further requested that the two actions be taken separately and in the order presented above.

BACKGROUND

Milwaukie Municipal Code Chapter 15.12—Fire Code consists of a number of ordinances, the first of which was adopted in 1983. It includes Ordinance No. 1873 adopted in 2000, which allowed the City Council to “adopt Fire Code Provisions by resolution.” The City Council followed adoption of Ordinance No. 1873 with Resolution No. 14-2000 which, among other things adopted the “Fire Prevention Code adopted by the Clackamas County Fire District No. 1 pursuant to Ordinance No. 98-01 . . . as the Fire Code for the City of Milwaukie.” This action occurred at approximately the same time as the City and District entered into a contract for services. Subsequently, the City adopted Ordinance No. 1939 in 2004. Among other things it “recognizes the Oregon Fire Code, based on the current edition of the International Fire Code.”

On July 1, 2005 the City was annexed into the District. On May 21, 2007 the District Board of Directors adopted Ordinance No. 07-02 (Exhibit 1), which enacted the Fire Code of Clackamas County Fire District No. 1.

ORS 478.924 provides as follows: “The provisions of a fire prevention code adopted by a district after October 4, 1977, shall not apply within any city or

county within the district unless the governing body of the city or county approves the fire code by resolution.” Milwaukie Municipal Code Section 15.12.010 duplicates this statutory provision by enabling the City Council “to adopt fire code provisions by resolution.” In addition, Milwaukie Municipal Code Section 15.12.090 permits the Council to set fees, but the Fire Code already does that. Finally, Milwaukie Municipal Code Section 15.12.110 establishes a fine for violation of the Fire Code. However, enforcement of the Fire Code may also be based on the general provisions of Milwaukie Municipal Code Chapter 1.12. Thus, Milwaukie Municipal Code Chapter 15.12 is redundant in its substantive provisions, and it may be repealed.

Once the City Council acts to repeal Chapter 15.12 you should then approve by resolution the Fire Code newly adopted by the District Board of Directors. The changes made to the existing Fire Code are outlined in the District Board of Director’s Ordinance No. 07-02 (Exhibit 1). They primarily focus on both the need to retain local control of Fire Code enforcement and to prescribe standards for the firefighting water supply in order to ensure a continued ISO Class 3 rating.

FISCAL IMPACTS

We do not anticipate any fiscal impacts by enacting this ordinance and resolution.

CONCURRENCE

The City Manager, the District Fire Chief, and the City’s Building Inspector concur in this action.

COPY

Clackamas Fire District #1



ORDINANCE NO. 07-02

AN ORDINANCE ADOPTING A FIRE PREVENTION CODE FOR CLACKAMAS COUNTY FIRE DISTRICT NO. 1 A RURAL FIRE PROTECTION DISTRICT, PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, MOBILE FIRE APPARATUS ACCESS, FIREFIGHTING WATER SUPPLIES, AND ABATEMENT OF FIRE AND OTHER LIFE HAZARDS IN BUILDINGS AND ON PREMISES; PROVIDING FOR THE ISSUANCE OF PERMITS REGULATING HAZARDOUS USES OR OPERATIONS; REPEALING ORDINANCE NO. 06-01 AND ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

Whereas, the Board of Directors, hereinafter referred to as the Board, of Clackamas County Fire District No. 1, hereinafter referred to as the District, being aware of the need to develop adequate rules and regulations to safeguard the residents, inhabitants, and property located in the District from fire, explosion and other hazards; and

Whereas, the Board finds it necessary to provide for the inspection and maintenance of buildings and premises to protect life and property from hazardous conditions; and

Whereas, after investigation and consideration, the Board is of the opinion and belief that a revised Fire Code is needed by the District and finds it necessary to adopt the following regulations; therefore

THE DISTRICT DOES ORDAIN AS FOLLOWS:

SECTION 1. ADOPTION OF FIRE PREVENTION CODE

- (a) This ordinance, including the codes hereby adopted, shall be filed in the record of the District and with the Oregon Office of State Fire Marshal, and a copy shall be posted at each District fire station as prescribed by ORS 478.940. This ordinance is the Fire Prevention Code of the District, hereinafter referred to as the Fire Code, adopted pursuant to ORS 478.910.

- (b) For the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, mobile fire apparatus access, fire-fighting water supplies, and abatement of fire and other life hazards in buildings and on premises, the District adopts the International Fire Code, 2006 Edition, as published and copyrighted by the International Code Council, as amended and adopted by the Oregon State Fire Marshal and known as the Oregon Fire Code, together with appendices B, C, D, H, I, and L, except as hereinafter amended by this ordinance.
- (c) Notwithstanding the provision to assist the State Fire Marshal as required under ORS 476.060, it is the intention of the Board that this code stand separate and distinct from, and to the extent authorized by ORS 478.910, shall supercede such rules enacted by the State Fire Marshal under ORS 476.030 unless herein stated otherwise. The authority of the Fire Chief to act as an assistant to the State Fire Marshal where provided by statute or authorized by the State Fire Marshal is retained.

SECTION 2. DEFINITIONS

- (a) Whenever the term "Fire Chief" is used in this ordinance it shall mean the Fire Chief of the District or the Fire Chief's authorized representative.
- (b) Whenever the term "Fire Code Official" is used in this ordinance it shall mean the Fire Chief or the Fire Chief's designated authority charged with the administration and enforcement of the Code, or a duly authorized representative of the District.
- (c) Whenever the term "State Fire Marshal" is used in this ordinance it shall mean the Fire Marshal of the State of Oregon.

SECTION 3. AMENDMENTS TO THE OREGON FIRE CODE

The Oregon Fire Code, based on the 2006 Edition of the International Fire Code, is amended and changed in the following respects:

1. Section 101 GENERAL is amended as follows:

101.1 Title. These regulations shall be known as the ~~Oregon Fire Code~~ Fire Code of Clackamas County Fire District No.1, hereinafter referred to as "this code."

101.3 Intent. The purpose of this code is to establish the minimum requirements consistent with nationally recognized good practice for providing a reasonable level of life safety and property protection from the hazards of fire, explosion or dangerous conditions in new and existing buildings, structures and premises and to provide safety to fire fighters and emergency responders during emergency operations ~~as authorized by ORS 476.030.~~ It is further intended that this code regulate mobile fire apparatus means of approach to buildings and structures; firefighting water supplies; the issuance of permits before burning trash or waste materials; the inspection of premises by officers

designated by the Fire Chief and the removal of fire hazards found on premises during such inspections, as authorized by ORS 478.910, 478.920, and 478.960.

2. **Section 103 DEPARTMENT OF FIRE PREVENTION** is amended as follows:

103.1 (Not adopted) General. The department of fire prevention is established within the jurisdiction District under the direction of the Fire code official Chief. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

3. **Section 104 GENERAL AUTHORITY AND RESPONSIBILITIES** is amended as follows:

104.1 General. The fire code official is hereby authorized to enforce the provisions of this code as ~~directed in ORS 476.060 and OAR Chapter 837, Division 39~~ and shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Modifications to this code shall not be less stringent than the minimum fire code adopted by the State Fire Marshal. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

104.3 (Not adopted) Right of Entry. Whenever it is necessary to make an inspection to enforce the provisions of this code, or whenever the fire code official has reasonable cause to believe that there exists in a building or upon any premises any conditions or violations of this code which make the building or premises unsafe, dangerous or hazardous, the fire code official shall have the authority to enter the building or premises, except a private residence, at all reasonable times to inspect or to perform the duties imposed upon the fire code official by this code. If such building or premises is occupied, the fire code official shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the fire code official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the fire code official has recourse to every remedy provided by law to secure entry and is authorized to seek, obtain and execute a warrant pursuant to ORS 476.155 through 476.170.

Section 104.6.5 is added as follows:

104.6.5 Occupancy records. The fire code official is authorized to keep contact records of the owners and any persons having charge, care, or control of every building or premises in the District.

Section 104.8 is amended as follows:

104.8 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the fire code official shall have the authority to grant modifications for individual cases, provided the fire code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the department of fire prevention. The State Fire Marshal may make adjustments and variances to this code under ORS 476.035.

4. **Section 105 PERMITS** is amended as follows:

105.6 Required operational permits. An operational permit as authorized by law or regulation shall be obtained from the State Fire Marshal for the operations set forth in Sections 105.6A through 105.6E. When ~~the District a governmental subdivision~~ has enacted regulations the local fire code official may issue operational permits for the operations set forth in Sections 105.6A through 105.6.46.

5. **Section 106 INSPECTIONS** is amended as follows:

106.1 (Not adopted) Inspection authority. The fire code official is authorized to enter and examine any building, structure, marine vessel, vehicle or premises in accordance with Section 104.3 for the purpose of enforcing this code.

Section 106.1.2 Interference is deleted in its entirety and replaced by:

106.1.2 Interference. The fire chief is authorized to seek the arrest and prosecution of any individual who obstructs the lawful administration of this code by an employee or duly authorized representative of the District in violation of ORS 162.235, or interferes with the lawful duties of a firefighter in violation of ORS 162.257.

Section 106.2.1 is added as follows:

106.2.1 Registration required. In order to ensure public safety and to assure that necessary inspections are conducted, the owner and the person having charge, care, or control of a building or premises shall not fail or neglect to provide to the department of fire prevention such contact information as deemed necessary by the fire code official. This information shall be provided within 30 days of initial ownership or occupancy of the building or premises, and further amended within 30 days of any changes.

6. **Section 107 MAINTENANCE** is amended as follows:

107.6 Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The fire code official, upon

finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to cause the event to be stopped until such condition or obstruction is corrected. The fire code official is further authorized to close a building or structure that is occupied by a number of persons in excess of the maximum number of persons allowed at any one time in violation of ORS 479.195.

7. **Section 108 BOARD OF APPEALS** is deleted in its entirety and replaced by:

Section 108 BOARD OF APPEALS

108.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the District Board and shall hold office at its pleasure. The fire code official shall be an ex officio member of said board and shall act as secretary of the board of appeals, but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the fire code official. Members shall receive no compensation for their service, however reimbursement of reasonable expenses incurred in the course of fulfilling duties may be provided as approved by the Fire Chief.

108.2 Limitations on authority. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board of appeals shall have no authority to waive requirements of this code.

108.3 Qualifications. The board of appeals shall consist of five to seven members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems and are not employees of the District. At least one of the members shall be a registered design professional with experience in fire and life safety considerations.

108.4 Meetings. The board shall make a reasonable effort to meet within 10 days of receipt of a written appeal, but in no case will the board be required to meet more often than once monthly. Four members of the board shall constitute a quorum. Decisions shall be made by the affirmative vote of a majority of voting board members present. Members with a material or financial interest in a matter before the board shall excuse themselves from said matter.

8. **Section 109 VIOLATIONS** is amended as follows:

109.2.3 (Not adopted) Prosecution of violations. If the notice of violation is not complied with promptly, the fire code official is authorized to request the legal counsel of the jurisdiction to institute the appropriate legal proceedings at law or in equity to restrain, correct or abate such

violation or to require removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant hereto. See ORS 478.990 and 198.600.

109.3.1 Violation penalties. Any owner or occupant of any building or premises who fails to comply with an order to correct any fire safety deficiency or violation of this code not appealed from, shall be punished by a fine as provided by ORS ~~479.990~~ 478.990.

~~Exception: Where other penalties for specific violations are provided for by law, they shall prevail. See ORS 476.990 and ORS 480.990.~~

9. **Section 110 UNSAFE BUILDINGS** is amended as follows:

110.1.1 Unsafe conditions. Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate means of egress or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. A vacant structure which is not secured against unauthorized entry as required by Section 311 shall be deemed unsafe. ~~Actions to correct hazards and other deficiencies shall be according to ORS 479.160, 479.170 and 479.195. See the procedures specified in OAR 837-041-0050.~~

10. **Section 111 STOP WORK ORDER** is amended as follows:

111.1 (Not adopted) Order. Whenever the fire code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the fire code official is authorized to issue a stop work order.

~~**111.1.1 Order.** Stop orders shall be administered through the provisions of ORS 479.170.~~

111.2 (Not adopted) Issuance. A stop work order shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work is authorized to resume.

111.3 (Not adopted) Emergencies. Where an emergency exists, the fire code official shall not be required to give a written notice prior to stopping the work.

111.4 (Not adopted) Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be ~~liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.~~ in violation of this code. See ORS 478.990 and 198.600.

11. Section 202 GENERAL DEFINITIONS is amended as follows:

AUTHORITY HAVING JURISDICTION. When used in this Code or other referenced or recognized standards used to enforce this code, it shall mean the fire code official.

DISTRICT. Clackamas County Fire District No.1.

DISTRICT BOARD. The board of directors of the District.

FIRE CHIEF. ~~Is the State Fire Marshal, Deputy State Fire Marshal, or the chief officer of the fire department serving the jurisdiction.~~ The Fire Chief of the District or a duly authorized representative.

FIRE CODE OFFICIAL. ~~The fire chief Fire Chief or other the Fire Chief's designated authority charged with the administration and enforcement of the code, or a duly authorized representative of the District.~~

FIRE DEPARTMENT. Clackamas County Fire District No.1.

12. Section 308 OPEN FLAMES is amended as follows:

Section 308.3.1 Open-flame cooking devices is deleted in it's entirety and replaced with the following:

308.3.1 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One and two family dwellings.
2. Listed LP-gas barbeques.
3. Where buildings, balconies and decks are protected by an automatic sprinkler system.

13. Section 508 FIRE PROTECTION WATER SUPPLIES is amended as follows:

508.2 Type of water supply. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains, or other fixed systems capable of providing the required fire flow. New water mains installed to serve residential subdivisions shall be a minimum of six-inch nominal inside diameter. New water mains installed to serve all other occupancies shall be a minimum of eight-inch nominal inside diameter unless otherwise approved by the fire code official.

508.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122m) from a hydrant on a fire apparatus road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183m). This distance may be increased by the fire code official when such occupancies are provided with an approved automatic sprinkler system, or when the fire code official approves an alternate means of water supply.
2. For buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183m). In rural areas this distance may be increased when the fire code official approves an alternate means of water supply.

14. Section 605 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS is amended as follows:

605.1 Abatement of electrical hazards. Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the code official responsible for enforcement of the ICC *Electrical Code*. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used. The fire code official is authorized to order that measures be taken to prevent the use of any existing electrical wiring, devices, appliances or other equipment found to be defective, improperly installed or is operated in a manner that constitutes an electrical shock or fire hazard after giving notice to this effect to any person, owner, firm or agent or operator in charge of the same. The fire code official is authorized to take measures to prevent the use of such equipment without notice when inspection shows the existence of an immediate electrical or fire hazard or when imperiling human life. Such equipment shall remain withdrawn from service until all necessary repairs or alterations have been made.

605.1.1 Unauthorized operation. It shall be a violation of this code for any person, user, firm or agent to continue the utilization of electrical wiring, devices, appliances or other equipment (the operation of which has been discontinued or ordered discontinued in accordance with Section 605.1), unless written authority to resume operation is given by the fire code official. Removing or breaking the means by which operation of the device is prevented shall be a violation of this code.

605.10.1 Listed and labeled. Only listed and labeled portable, electric space heaters shall be used. Heaters subject to overturn must be equipped with an integral tip-over switch

that prevents the device from heating if it is overturned.

15. **Appendix B** title is amended as follows:

FIRE-FLOW REQUIREMENTS FOR BUILDINGS

~~The provisions contained in this appendix are adopted by the State of Oregon~~

16. **Appendix B, Section B101 GENERAL** is amended as follows:

Section B101.2 Existing conditions is added as follows:

B101.2 Existing conditions. The fire code official is authorized to utilize approved field or computer model generated fire-flows provided by the water purveyor or other qualified individuals when assessing available water supplies. Before approving fire-flows for new buildings or subdivisions the fire code official is authorized to consider the impact of new domestic demand on available fire-flows for existing buildings. The fire code official is authorized to consider the potential impact on the ISO rating for the District when approving any proposed water supply that deviates from fire-flow requirements in Section B105.

17. **Appendix B, Section B102 DEFINITIONS** is deleted in its entirety and replaced with the following:

Appendix B, Section B102 DEFINITIONS

B102.1 Definitions. For the purpose of this appendix, certain terms are defined as follows:

FIRE-FLOW. The flow rate of a water supply, measured at 20 pounds per square inch (psi) (138 kPa) residual pressure, that is available for fire fighting.

FIRE-FLOW CALCULATION AREA. The floor area, in square feet (m²), used to determine the required fire flow.

18. **Appendix B, Section B103 MODIFICATIONS** is deleted in its entirety and replaced with the following:

Appendix B, Section B103 MODIFICATIONS

B103.1 Decreases. The fire code official is authorized to reduce the fire-flow requirements for isolated buildings or a group of buildings in rural areas or small communities where the development of full fire-flow requirements is impractical.

B103.2 Increases. The fire code official is authorized to increase the fire-flow requirements where conditions indicate an unusual susceptibility to group fires or conflagrations. An increase shall not be more than twice that required for the building under consideration.

B103.3 Areas without water supply systems. For information regarding water supplies for fire-fighting purposes in rural and suburban areas in which adequate and reliable water supply systems do not exist, the fire code official is authorized to utilize the *ISO Guide for Determining Needed Fire Flow, 2006 Edition*, NFPA 1142 or the *International Wildland-Urban Interface Code*. The installation of an approved automatic sprinkler system shall be regarded as a priority substitute for water supplies.

19. **Appendix B, Section B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS IN PROTECTED AREAS WITH ADEQUATE AND RELIABLE WATER SYSTEMS** is deleted in its entirety and replaced with the following:

Appendix B, Section B105 FIRE-FLOW REQUIREMENTS FOR BUILDINGS

B105.1 One- and two-family dwellings. The minimum fire-flow requirements for one- and two-family dwellings having a fire-flow calculation area which does not exceed 3,600 square feet (344.5 m²) shall be 1,000 gallons per minute (3785.4 L/min). Fire flow and flow duration for dwellings having a fire-flow calculation area in excess of 3,600 square feet (344.5 m²) shall not be less than that specified in Table B105.1. A 25 percent reduction in the Table B105.1 fire flow is permitted under this section.

Exception: A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system.

B105.2 Buildings other than one- and two-family dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

Exception: A reduction in required fire flow of up to 75 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 of the *Oregon Fire Code*. The resulting fire flow shall not be less than 1,500 gallons per minute (5678 l/min) for the prescribed duration as specified in Table B105.1. The resulting fire flow may be further reduced by the fire code official where modifications are approved using Sections B103.1 or B103.3.

20. Appendix C title is amended as follows:

FIRE HYDRANT LOCATIONS AND DISTRIBUTION

The provisions contained in this appendix are adopted by the State of Oregon

21. Appendix C, Section C103 NUMBER OF FIRE HYDRANTS is amended as follows:

Section C103.1 Fire hydrants available. The minimum number of fire hydrants available to a building shall not be less than that listed in Table C105.1, using the Appendix B fire flow requirement determined prior to any reduction for automatic fire sprinklers. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table C105.1 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted.

Exception: The fire code official may reduce the number of fire hydrants and increase Table C105.1 required spacing for buildings protected throughout by an approved automatic fire sprinkler system.

22. Appendix D title is amended as follows:

FIRE APPARATUS ACCESS ROADS

The provisions contained in this appendix are adopted by the State of Oregon

23. Appendix D, Section C102 REQUIRED ACCESS is amended as follows:

Section D103.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 ~~60,000~~ pounds (34 050 kg) (~~27 240 kg~~).

SECTION 4. ENFORCEMENT OF THE FIRE CODE

- (a) The Board authorizes the Fire Chief to conduct a fire prevention program that pursues a reasonable level of fire and life safety throughout the District. The Fire Chief is further authorized to determine the scope of all fire prevention activities conducted by the District in consideration of the overall financial health of the District.
- (b) The Fire Chief is authorized to designate a Fire Marshal, Deputy Fire Marshals, Fire Inspectors, and other representatives for the purpose of implementation, administration and enforcement of the Fire Code. Authority to enter buildings and premises for the

purpose of inspection is provided under this Fire Code and ORS 478.920, and 476.070.

- (c) The Fire Code Official is authorized to issue citations for violations of this ordinance as permitted by law.
- (d) In accordance with ORS 478.927, the Fire Chief shall ensure that plan review is provided at the agency of the city or county responsible for the issuance of building permits for the orderly administration of that portion of the Fire Code that requires approval prior to the issuance of building permits. Plan review and inspection of construction and operations not subject to building permit but regulated by the Fire Code, as herein adopted, shall be under the direction of the Fire Chief.

SECTION 5. APPEALS

Whenever the Fire Code Official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or interpreted, the applicant or aggrieved party may appeal the decision of the Fire Code Official to an appeals board appointed by the District Board. An appeal must be submitted to the Fire Code Official in writing within 30 days from the date of the decision appealed.

SECTION 6. PENALTIES

- (a) This Fire Code is adopted pursuant to ORS 478.910 under procedures prescribed in ORS 198.510 to 198.600. Unless other penalties for specific violations are provided for by law, violations of the provisions of this Code are subject to the applicable penalties prescribed under ORS 478.990.
- (b) Obstructing or interfering with the duties of a Fire Code Official is a Class A misdemeanor under ORS 162.235 and 162.257. The Fire Chief is authorized to seek prosecution for such offences.
- (c) Burning without a permit required under ORS 478.960 (1) or in violation of a condition thereof is subject to the penalties prescribed in ORS 478.990. Violation of ORS 478.960 (4) is subject to the penalties prescribed in ORS 478.990. In accordance with ORS 478.965, the Fire Chief is authorized to pursue the recovery of costs incurred in connection with the extinguishment or control of a fire that has been started or allowed to spread in willful violation of ORS 478.960 (1) to (5).
- (d) Violation of this ordinance, unless otherwise provided for under ORS 478.965 or 478.990, is subject to prosecution under, and penalties described in, ORS 198.600.

SECTION 7. SEVERABILITY AND VALIDITY

If any section, subsection, sentence, clause or phrase of this ordinance or herein referenced codes or standards is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that

it would have passed all other portions of this ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared invalid or unconstitutional.

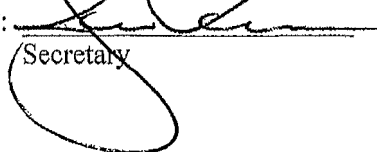
SECTION 8. CONFLICTING ORDINANCES OR RESOLUTIONS


Ordinance No. 06-01 and all previously adopted ordinances, resolutions or parts thereof in conflict herewith, to the extent of such conflict and not further, are hereby repealed. Provisions of this ordinance, insofar as they are substantially the same as existing ordinances or resolutions, shall be construed as restatements and continuations and not as new enactments. However, until such time as a city or county within the District approves the provisions of this Fire Code pursuant to ORS 478.924, all former ordinances or parts thereof, shall continue in effect.

SECTION 9. DATE OF EFFECT

This Ordinance shall be effective the 30th day following its second reading and adoption by majority vote of the Board of Directors pursuant to ORS 198.550(1) and (2). This Fire Code shall apply within each city and county within the District when approved pursuant to ORS 478.924.

This Ordinance was read during a regular meeting of the Board of Directors on the 16th day of April, 2007. This Ordinance was re-read during a regular meeting of the Board of Directors on the 21st day of May, 2007, and adopted by the affirmative vote of a majority of the Board of Directors of Clackamas County Fire District No. 1.

ATTEST: 
Secretary

BY: 
Chairman

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON
REPEALING MILWAUKIE MUNICIPAL CODE CHAPTER 15.12—FIRE CODE AND
DECLARING AN EMERGENCY**

WHEREAS, the City is provided with fire protection services by Clackamas County Fire District No. 1 and the City desires to have the Fire code apply within the City limits; and

WHEREAS, the substantive provisions of Milwaukie Municipal Code Chapter 15.12—Fire Code duplicate similar provisions in State Statutes, the Milwaukie Municipal Code, and the Fire Code of Clackamas County Fire District No.1; and

WHEREAS, the substantive provisions of Milwaukie Municipal Code Chapter 15.12 are redundant; and

WHEREAS, repeal of Milwaukie Municipal Code Chapter 15.12 will eliminate applicability of the Fire Code within the City; and

WHEREAS, pursuant to ORS 478.924, the City Council may approve the “provisions of a fire prevention code adopted by a district . . . by resolution;” and

WHEREAS, immediately following adoption of this Ordinance, it is the intention of the City Council to adopt the Fire Code of Clackamas County Fire District No. 1.

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

Section 1. Milwaukie Municipal Code Chapter 15.12—Fire Code is repealed.

Section 2. It is essential that a fire code be in effect for the city, therefore, an emergency exists so that the City may immediately adopt the Fire Code of Clackamas County after Chapter 15.12 is repealed.

Section 3. Shall become effective upon its adoption.

Read for the first time on August 7, 2007 and moved to a second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on August 7, 2007.

Signed by the Mayor on August 7, 2007.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:
Ramis, Crew, & Corrigan, LLP

Pat DuVal, City Recorder

City Attorney

Ordinance No. _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE FIRE CODE OF CLACKAMAS COUNTY NO. 1 ADOPTED BY THE CLACKAMAS COUNTY FIRE DISTRICT NO. 1 BOARD OF DIRECTORS ON MAY 21, 2007 PURSUANT TO ITS ORDINANCE NO. 07-02

WHEREAS, ORS 478.924 provides as follows: “The provisions of a fire prevention code adopted by a district after October 4, 1977, shall not apply within any city or county within the district unless the governing body of the city or county approves the fire code by resolution;” and

WHEREAS, the whole territory of the City was annexed into Clackamas County Fire District No. 1 (District) effective July 1, 2005; and

WHEREAS, the City has previously approved the Fire Code as approved by the District’s Board of Directors; and

WHEREAS, on May 21, 2007 the District’s Board of Directors adopted the Fire Code of Clackamas County Fire District No.1; and

WHEREAS, the action of the District Board of Directors is set forth in its Ordinance 07-02, a copy of which is attached.

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

Section 1. The Fire Code of Clackamas County Fire District No. 1 as adopted on May 21, 2007 by the District’s Board of Directors pursuant to its Ordinance No. 07-02 is approved to apply within the city limits of Milwaukie pursuant to ORS 478.924.

Section 2. A copy of the Fire Code of Clackamas County Fire District No. 1 shall be filed in the Office of the City Clerk.

Section 3. This resolution is effective upon its adoption.

Introduced and adopted by the City Council on _____, 2007.