

MINUTES

MILWAUKIE CITY COUNCIL APRIL 20, 2004

CALL TO ORDER

Mayor Bernard called the 1932nd meeting of the Milwaukie City Council to order at 6:30 p.m. in the City Hall Council Chambers. The following Councilors were present:

Councilor Deborah Barnes
Councilor Joe Loomis

Councilor Susan Stone

Staff present:

Mike Swanson,
City Manager
Gary Firestone,
City Attorney
Alice Rouyer,
Community Development/Public
Works Director

Kelly Somers,
Facilities & Fleet Manager
Jeff King,
Project Manager
Paul Shirey,
Engineering Director

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS

Outstanding Milwaukie High School Student Recognition

Senior Kaira Hammond was recognized as the Outstanding Milwaukie High School Student of the month. Kaira has exhibited great leadership not only at her school but also in the community while maintaining a 3.7 GPA and ranking 37th in her class of 315.

Hammond is planning for a career in medicine and hopes to become a pediatric oncologist. She has been a volunteer at Doernbecher Hospital as well as with private physicians and at child-care facilities. Her friendly, outgoing personality makes her an asset wherever she serves. In addition to her volunteer work, Kaira is a photographer for the Milwaukie High School newspaper. She and her sister recently performed a tap routine in a talent show to benefit the Annie Ross House.

Principal Aeylin Summers announced that Milwaukie High School was the first school in Oregon to certify an entire graduating class for literacy and excellence.

Councilor Loomis thanked Information Specialist Grady Wheeler for taking on the Student of the Month Program and moving it forward.

CITY COUNCIL REGULAR SESSION – APRIL 20, 2004

APPROVED MINUTES

Page 1 of 4

National Take Your Child to Work Day Proclamation

Mayor Bernard read a proclamation naming April 22, 2004 as *National Take Your Child to Work Day*.

Recognize Brenda Bernards

Community Development & Public Works Director Alice Rouyer recognized Brenda Bernards who acted as Metro's field representative to Milwaukie for the past 8 years. Bernards is moving out of state, and Rouyer wanted to express the City's appreciation for her hard work and can-do attitude.

Recognize Johnson Creek Boulevard Project Team

Rouyer recognized members of the Johnson Creek Boulevard Project Team:

- Brett Kesterson, Brian Oberding, and Dan Layden, City of Portland;
- Steve Bauer, Clackamas County; and
- Paul Shirey, Jay Saatkamp, Dave Ferguson, and Rick Pauker, representing City of Milwaukie engineering department and operations divisions.

CONSENT AGENDA

It was moved by Councilor Barnes and seconded by Councilor Stone to approve the Consent Agenda that consisted of:

- A. City Council Minutes of April 6, 2004;**
- B. Uninterruptible Power Supply (UPS) for Public Safety Building; and**
- C. Assignment of Memorandum of Understanding – North Main Project.**

Motion passed unanimously among the members present.

AUDIENCE PARTICIPATION -- None

PUBLIC HEARING -- None

OTHER BUSINESS

U.S. FEMA Winter Storm Reimbursement

Project Manager Jeff King presented the staff report in which the City Council was requested to authorize the city manager to sign a contract with Oregon Emergency Management for January 2004 winter storm reimbursement funds. President Bush declared the area a disaster making it eligible for reimbursement of costs.

CITY COUNCIL REGULAR SESSION – APRIL 20, 2004

APPROVED MINUTES

Page 2 of 4

The City recently finished its work with FEMA and determined there was \$13,405 in eligible reimbursements. This contract allows the City to participate in the program, identifies the funds, and responsibilities for records maintenance.

It was moved by Councilor Barnes and seconded by Councilor Loomis to authorize the city manager to sign a contract with Oregon Emergency Management for January 2004 winter storm reimbursement funds. Motion passed unanimously among the members present.

Second Amendment to Personal Services Contract with Ramis, Crew, Corrigan & Bachrach -- Resolution

City Manager Mike Swanson provided the staff report in which the City Council was requested to adopt a resolution authorizing the contract amendment on behalf of the City. The original contract was entered into in July 1998 with one amendment in 2002 that had to do with housekeeping matters but did not change the hourly rates.

Swanson reviewed the proposed rate changes. The City finds it much less expensive to contract for legal services, and it is privy to a number of areas of expertise that would probably not be available with in-house counsel. He recommended the rates be adjusted as follows:

- Partners from \$125.00 to \$135.00
- Senior Associates from \$110.00 to \$120.00
- Associates from \$100.00 to \$110.00
- Law Clerks/Legal Assistants from \$65.00 to \$70.00

Only about \$67,000 of the budgeted \$140,000 has been expended this fiscal year. Swanson encourages staff to anticipate problems and contact counsel, and this practice has not significantly increased expenditures over the previous more restrictive practice. Swanson believes the City receives very good service, and the firm is much attuned with Milwaukie's issues.

It was moved by Councilor Loomis and seconded by Councilor Stone to adopt a resolution authorizing the contract amendment on behalf of the City. Motion passed unanimously among the members present.

RESOLUTION NO. 5-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE PERSONAL SERVICES CONTRACT WITH RAMIS, CREW, CORRIGAN, & BACHRACH ESTABLISHING NEW RATES FOR SERVICE EFFECTIVE JULY 1, 2004.

Board and Commission Interview and Appointments

Mayor Bernard with the consent of City Council reappointed **Betty Chandler** to her position on the Citizens Utility Advisory Board.

City Council Evaluation

Councilor Loomis suggested putting together an evaluation of the City Council, and the group discussed a possible survey.

Councilor Barnes commented on the recent library volunteer recognition event.

Mayor Bernard extended appreciation to the many Milwaukie volunteers who put forth their efforts on such projects as the Centennial book, cemetery cleanup, and the upcoming Down-to-Earth Day.

Swanson announced the League of Women Voters Forum on formation of the Electric People's Utility District.

ADJOURNMENT

It was moved by Councilor Stone and seconded by Councilor Barnes to adjourn the meeting. Motion passed unanimously among the members present.

Mayor Bernard adjourned the regular session at 7:00 p.m.

Pat DuVal

Pat DuVal, Recorder

AGENDA

MILWAUKIE CITY COUNCIL
APRIL 20, 2004

MILWAUKIE CITY HALL
10722 SE Main Street

1932ND MEETING

REGULAR SESSION - 6:30 p.m.

- I. CALL TO ORDER**
Pledge of Allegiance
- II. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**
 - A. Outstanding Milwaukie High School Student Recognition**
 - B. National Take Your Child to Work Day -- Proclamation**
- III. 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 April 6, 2004**
 - B. Uninterruptible Power Supply (UPS) for Public Safety Building (Kelly Somers)**
 - C. Assignment of Memorandum of Understanding – North Main Project (Jeff King)**
- IV. AUDIENCE PARTICIPATION** *(The Mayor will call for statements from citizens regarding issues relating to the City. It is the intention that this portion of the agenda shall be limited to items of City business which are properly the object of Council consideration. Persons wishing to speak shall be allowed to do so only after registering on the comment card provided. The Council may limit the time allowed for presentation.)*
- V. 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
- VI. 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. U.S. FEMA Winter Storm Reimbursement (Jeff King)**

OTHER BUSINESS, continued

- B. Second Amendment to Personal Services Contract With Ramis, Crew, Corrigan & Bachrach (Firm) (Mike Swanson)**
- C. Advisory Board Interview and Appointments**

VII. INFORMATION

Center/Community Advisory Board Minutes, February 13, 2004

VIII. ADJOURNMENT

Public Information

- Executive Session: The Milwaukie City Council may go into Executive Session immediately following adjournment of the regular session pursuant to ORS 192.660(1).

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, Take Your Child to Work Day is a nationally recognized event; and

WHEREAS, this day was founded to enable youth to explore work and professional opportunities; and

WHEREAS, the City of Milwaukie promotes the education of youth and furthering their knowledge about City government;

NOW, THEREFORE, be it resolved that during the National Take Your Child to Work Day, James Bernard, Mayor of the City of Milwaukie, Oregon, does hereby proclaim the day of Thursday, April 25, 2004 as

National Take Your Child to Work Day

In the City of Milwaukie and asks everyone to join us in recognizing this event and encouraging the further education and career options for youth.

James Bernard, Mayor

ATTEST:

Pat DuVal, City Recorder

MINUTES

MILWAUKIE CITY COUNCIL WORK SESSION APRIL 6, 2004

Mayor Bernard called the work session to order at 5:30 p.m. in the City Hall Conference Room.

Councilors present: Barnes, Lancaster, and Loomis.

Staff present: City Attorney Gary Firestone and Community Development and Public Works Director Alice Rouyer.

Citizens Utility Advisory Board Interview

City Council interviewed Bob Hatz for re-appointment to his position on the Citizens Utility Advisory Board.

Community Development Update

Community Development and Public Works Director Alice Rouyer reminded the City Council of the upcoming tour of several Tom Kemper projects on Monday, April 12.

Because Councilor Lancaster would not be available for the Transit Center Relocation hearing scheduled for April 20, 2004, Council agreed to hold a special meeting on April 22 or 29 depending on Councilor Stone's schedule. The group agreed to begin the meeting at 5:30 p.m. to allow sufficient time for public testimony. Rouyer will check Michael Fisher's schedule.

The group discussed scheduling of the sewer rate hearing. Rouyer will report on that.

Board and Commission Interviews

The City Council interviewed Teresa Bresaw for reappointment to the Planning Commission and Charles Bird for reappointment to the Citizens Utility Advisory Board.

Mayor Bernard announced the City Council would meet in executive session pursuant to ORS 192.660(1)(f) – exempt public records.

The work session adjourned at 6:10 p.m.

Pat DuVal, Recorder

MINUTES

MILWAUKIE CITY COUNCIL APRIL 6, 2004

CALL TO ORDER

Mayor Bernard called the 1931st meeting of the Milwaukie City Council to order at 6:30 p.m. in the City Hall Council Chambers. The following Councilors were present:

Council President Lancaster
Councilor Deborah Barnes

Councilor Joe Loomis

Staff present:

Gary Firestone,
City Attorney
Steve Smith,
Finance Director
Alice Rouyer,
Community Development/Public
Works Director
Paul Shirey,
Engineering Director

Kelly Somers,
Facilities & Fleet Manager
Cynthia Sturgis,
Senior Librarian
Joe Sandfort,
Senior Librarian

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS

Outstanding Project Award for Ledding Library Ready to Read Grant Project 2002 – 2003

MaryKay Dahlgreen, Youth Services Consultant at Oregon State Library, honored the Ledding Library of Milwaukie for its 2002 – 2003 project. The Ready to Read Grant Program was created in 1993 to establish, develop, or improve public library services for children from birth to age 14. All legally established public libraries in Oregon are eligible to apply, and 105 projects were funded in 2002 – 2003. Five were chosen as outstanding, one of which was the Ledding Library of Milwaukie. In addition to purchasing materials for the professional storytelling collection, the Ledding Library used its \$4,491 grant to purchase Russian and Spanish language titles. It also provided a series of programs for infants and parents that included giveaway books and lists of resources to borrow. The collections allow children and parents to build literacy in their primary language and to form a foundation for literacy in English. The program provides a model for parents about the importance of beginning early language and literacy activities with their children.

Sturgis expressed her appreciation to Dahlgreen and the Oregon State Library for supporting and encouraging this program for 11 years. Milwaukie has applied for a grant each of those years, and it has been a valuable resource to develop new services and collections for Milwaukie patrons.

Councilor Barnes felt it was important to recognize those residents for whom English is not the primary language. It is an achievement for the Ledding Library to have these additional resources and opens up new opportunities for those coming to our area for the first time.

Dahlgreen said these grants are funded from the state general fund, so there have been decreases in the amounts available.

POW Recognition Day in Oregon

Mayor Bernard read a proclamation naming April 9, 2004 as POW Recognition Day in the City of Milwaukie.

CONSENT AGENDA

Councilor Barnes asked that item 3.B – Amendment to Intergovernmental Agreement with Clackamas County for King/37th/40th Avenue Improvement Project be pulled from the Consent Agenda for discussion.

It was moved by Councilor Loomis and seconded by Councilor Barnes to approve the Consent Agenda that consisted of:

- A. City Council Minutes of March 16, 2004; and**
- C. Operations Building/Rigid Steel Building Package.**

Motion passed unanimously among the members present.

AUDIENCE PARTICIPATION -- None

PUBLIC HEARING -- None

OTHER BUSINESS

Amend Low Income Utility Rate Provisions of the Municipal Code -- Ordinance

Finance Director Steve Smith presented the staff report in which the City Council was requested to adopt an ordinance that deletes the provision of the Code requiring that the general fund subsidize the sewer fund for losses incurred by the low income utility program and providing that sewer rates be established at a level sufficient to cover

those losses. The low-income program will continue, and this action would save the general fund about \$40,000 annually.

It was moved by Councilor Barnes and seconded by Mayor Bernard for the first and second readings by title only and for adoption of an ordinance amending Section 13.20.020 relating to financing of low-income utility provisions of the code by deleting the requirement that it be financed from the general fund. Motion passed unanimously among the members present. The City Attorney read the ordinance twice by title only.

The City Recorder polled the Council: Mayor Bernard, Councilor Barnes, Councilor Lancaster, and Councilor Loomis aye; no nays; no abstentions.

ORDINANCE NO. 1930:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING SECTION 13.20.020 RELATING TO FINANCING OF LOW INCOME UTILITY PROVISIONS OF THE CODE BY DELETING THE REQUIREMENT THAT IT BE FINANCED FROM THE GENERAL FUND.

Amendment to the Intergovernmental Agreement with Clackamas County for King/37th/40th Avenue Improvement Project

Councilor Barnes asked where this project is budgeted in capital improvements and where does the matching amount come from?

Shirey said the City's matching funds are budgeted in the street and storm water funds. The first \$295,000 grant is reflected in this year's budget. The grant was increased by an additional \$245,000 in 2003. The Lewelling Neighborhood District Association (NDA) is contributing another \$12,000 to the match for improvements to Lewelling Park at Stanley/Willow.

Shirey referred to the staff report. The grant total is \$568,000, and the total available funds is \$715,000. The difference, about \$147,000, is budgeted in the street and storm water division funds. The unused funds in this year's budget will be carried over to FY 2004 – 2005 since only design has been done to this point. The bulk of the cost is in construction, which is expected to begin after July 1.

Councilor Barnes understood the 37th Avenue portion would be the logical segment to eliminate if the bids are too high. Is staff concerned the bids will be higher than estimated?

Shirey said that is a concern. The engineering estimate is \$865,000, but it is difficult to tell what the bid climate will be. He explained the project would be bid in segments with the 37th Avenue portion being the logical piece not to construct. Grant funds have paid

for the design of that segment, so it can be put on the shelf until there is funding for construction sometime in the future.

Councilor Loomis commented the candidates interviewed for reappointment on CUAB recognized Shirey for his leadership.

It was moved by Mayor Bernard and seconded by Councilor Loomis to authorize the Mayor to sign the first amendment to the current IGA with Clackamas County. Passed unanimously among the members present.

Advisory Board and Commission Appointments

Mayor Bernard with the consent of Council made the following appointments:

- Budget Committee – Art Ball and Peter Koonce
- Citizens Utility Advisory Board – Bob Hatz and Charles Bird
- Planning Commission – Teresa Bresaw

ADJOURNMENT

It was moved by Councilor Barnes and seconded by Councilor Loomis to adjourn the meeting. Motion passed unanimously among the members present.

Mayor Bernard adjourned the regular session at 6:55 p.m.

Pat DuVal, Recorder



To: Mayor and City Council

Through: Mike Swanson, City Manager
Alice Rouyer, Director of Community Development and Public Works

From: Kelly Somers, Fleet/Facilities Manager

Subject: Uninterruptible Power Supply (UPS) for Public Safety Building

Date: April 2, 2004

Action Requested

Authorize the City Manager to sign purchase orders totaling \$60,000, for the purchase and installation of a new uninterruptible power supply (UPS) system for the Public Safety Building.

Background

The Public Safety Building was constructed in 1992. The following year a UPS system was installed to provide conditioned backup electrical power for the building's critical functional areas. The UPS is a power supply that includes a battery to maintain power in the event of a power outage. Typically, a UPS keeps computers and other electrical equipment running for several minutes after a power outage, enabling staff to save data that is in RAM and shut down the computers and other electrical equipment gracefully. The other electrical equipment includes the building security, HVAC, fire systems, police and fire radio systems, video camera surveillance systems, indoor cell, radio and pager reception booster system, servers, voice systems, and networking equipment in the building's server room. Several key City services originate and terminate at the Public Safety Building. Power interruptions or outages in the Public Safety Building will cripple these services to the other City buildings.

The current Liebert unit protects about \$450,000 worth of critical equipment in the event of an electrical power outage or power event (spikes and sags). The Facilities Department is recommending replacement of the current unit as it is 11 years old and at the end of its expected operational life. The system failed last year, causing it to be

down a week while waiting for parts. It is now considered unreliable. The current unit cannot “communicate” with other devices on the network. Therefore, IST must supply additional smaller downstream UPS units to provide protection for the City’s data and networking equipment. This capability is necessary to shutdown critical equipment in the event of a power failure without causing possible irrecoverable damage during a system crash. The new proposed unit has the capacity to back up all of our computer and electrical components, and to communicate with the system so no additional smaller UPS’s are necessary. Staff believes that the purchase is critical to keeping services to customers at the Public Safety Building both seamless and efficient

Concurrence

The City Manager, Director of Community Development and Public Works, the Information Systems and Technology Director, and the Chief of Police support the recommended replacement unit.

Fiscal Impact

The cost savings realized by transferring the City’s 9-1-1 dispatch services to the Lake Oswego 9-1-1 facility would fund the initial project. The Facilities Maintenance budget would fund the annual hardware maintenance on the proposed unit. No budget adjustments will be needed to fund the project this fiscal year.

Work Load Impacts

This project will have a minimal workload impact on the Facilities Maintenance, IST, and Police Staff.

Alternatives

The City Council has the following decision making options:

1. Authorize the City Manager to sign the purchase orders.
2. Delay this project until a later date.
3. Take no action at this time.



To: Mayor and City Council

Through: Mike Swanson, City Manager
Alice Rouyer, Community Development & Public Works Director

From: Jeffrey King, Project Management

Subject: Assignment of Memorandum of Understanding

Date: April 5, 2004 for April 20, 2004 Council Meeting

Action Requested

Consent to the assignment of the Memorandum of Understanding (MOU) between the City and Peak Development, LLC to Main Street Partners, LLC.

Background

With the addition of Tom Kemper to the development team, a new entity called Main Street Partners, LLC has been created. In July 2003, Council signed a Memorandum of Understanding (MOU) with Peak Development, LLC. At this time, staff is requesting Council to consent to the assignment of the MOU to Main Street Partners, LLC from Peak Development. The content of the original MOU remains the same. The assignment of the MOU helps insure a smooth transition and maintains the same vision, goals and responsibilities that the City outlined in the original document.

The MOU is a non-binding agreement that gives Peak, and now Main Street Partners, LLC, the right to negotiate exclusively with the City. It also outlines the goals and responsibilities of both parties. The MOU also sets up the parameters for the Disposition and Development Agreement (DDA). Following a successful execution of the MOU, staff will proceed in developing a DDA. The DDA is a legally binding agreement that defines the terms of the real estate and development deal with the City and the formal obligations of each party. Staff will be preparing the DDA for Council consideration in late June.

Concurrence

Community Development and the City Attorney have been consulted and concur with the MOU assignment.

Fiscal Impact

Staff will keep Council apprised of the details of the real estate transaction and project financing.

Work Load Impacts

This project is being managed by existing staff and consultant, Main Street Partners, LLC. This work is part of the existing Community Development staff work plan and budget.

Alternatives

- Consent to the assignment of the MOU from Peak Development, LLC to Main Street Partners, LLC.
- Decline consent of the assignment of the MOU from Peak Development, LLC to Main Street Partners, LLC.

Attachment

1. Assignment of MOU from Peak Development, LLC to Main Street Partners, LLC

ATTACHMENT 1

Assignment of MOU and Other Rights

Date: March 31, 2004

Peak Development, LLC (Peak), an Oregon limited liability an Oregon limited liability company, hereby assigns to Main Street Partners, LLC (Main), an Oregon limited liability company:

- a. the Memorandum of Understanding (MOU), dated _____, 2004, between the City of Milwaukie (City), an Oregon municipal government, and Peak;
- b. all rights to the deposit in the amount of \$25,000 held by the City pursuant to the MOU;
- c. all due diligence concerning the project, including feasibility analysis, studies, reports, soils reports, architectural work product, engineering analysis, market studies and any other work product or reports held or acquired in connection with the North Main Street property or any development contemplated thereon.

Main contemporaneously with the execution and delivery of this Assignment shall pay to Peak the sum of \$25,000 and accepts the assignment of such assets, including the obligation under the MOU.

IN WITNESS WHEREOF, the parties hereby set forth their hands.

PEAK DEVELOPMENT, LLC

By _____

MAIN STREET PARTNERS, LLC

By _____



To: Mayor and City Council

Through: Mike Swanson, City Manager
Alice Rouyer, Community Development & Public Works Director

From: Jeffrey King, Project Manager

Subject: U.S. FEMA Winter Storm Reimbursement

Date: April 5, 2004 for April 20, 2004 Council Meeting

Action Requested

Authorize the City Manager to sign Infrastructure Contract 1510-DR-OR with Oregon Emergency Management (OEM) for January 2004 winter storm reimbursement funds.

Background

Execution of the attached contract with OEM will enable the City of Milwaukie to be eligible for reimbursement of certain costs by the U.S. Federal Emergency Management Agency (FEMA) incurred as a result of the severe winter storm in January 2004.

In mid-February 2004, the President of the United States declared that a major disaster existed in most Oregon counties as a result of damage from severe winter storms on December 26, 2003 through January 14, 2004.

Under the authority of the Presidential Major Disaster Declaration, U.S. FEMA is authorized to allocate funds for eligible costs and activities. Funds are used for the reimbursement of repair and restoration of public facilities and infrastructure damaged during the storm. FEMA has subcontracted with OEM to help provide management oversight, guidance, and disbursement of funds.

FEMA has determined that Milwaukie incurred costs that are eligible for reimbursement. In Milwaukie's case, these costs came specifically from the January 6-9 storm period.

Staff has completed most cost documentation with FEMA. Under this program, FEMA will reimburse up to 75% of eligible costs. At this preliminary stage, total eligible costs are at \$17,000 with FEMA reimbursing the City up to \$12,750. Eligible cost items for Milwaukie are:

- Debris Removal
- Emergency Protective Measures (sanding, snow and ice clearance)
- Waterline Repair
- Curb Repair

The contract with OEM identifies standard contract requirements such as the reimbursement payment process, record-keeping, audits, and sub-grantee assurances.

Concurrence

Finance, Streets, Sewer, Water, Fleet/Facilities, Engineering, Police, and Community Development have been consulted and concur with this project.

Fiscal Impact

The project will result in a reimbursement of up to \$12,750 to the City. Project management is being handled within the existing budget and staff.

Work Load Impacts

Project has been managed with existing staff.

Alternatives

1. Execute the contract to participate in the federal reimbursement program.
2. Decline to sign the contract and not participate in the federal reimbursement program.

Attachment

1. OEM Infrastructure Contract 1510-DR-OR

**STATE OF OREGON
OREGON EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 1510-DR-OR**

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Department of State Police, Office of Emergency Management, hereinafter referred to as "OEM" and the City of Milwaukie, Oregon, hereinafter referred to as the "SUBGRANTEE".

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from a severe winter storm on December 26, 2003 through January 14, 2004, and

WHEREAS OEM is authorized by the 2004 FEMA-State Agreement for the 2003/2004 Severe Winter Event to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 1510-DR-OR, OEM is reimbursing the SUBGRANTEE for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of December 26 through January 14, in the manner described herein.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBGRANTEE under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBGRANTEE upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBGRANTEE which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-1510-DR-OR. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

The parties understand that the Federal Emergency Management Agency will contribute 75 percent of the eligible costs for any eligible project and also will contribute an administrative allowance, as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBGRANTEE will commit and is responsible for providing the required 25 percent match to any eligible project for the SUBGRANTEE which has been identified under the Presidential Major Disaster Declaration FEMA-1510-DR-OR and for which funding is authorized by state and federal officials.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA, shall issue payments to the SUBGRANTEE as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-1510-DR-OR, that amount is \$54,100.
 - b) Payments are made for all small projects to the SUBGRANTEE upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for Small Projects, as provided in 44 CFR 205.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBGRANTEE upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
 - c) Final Payment: Final payment will be made upon submission by the SUBGRANTEE of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.
3. In addition to payment as provided by subsections 1 and 2 of this section 6.0, SUBGRANTEE is eligible to receive federal administrative monies, upon completion and closure of the project, for the costs of requesting, obtaining, and administering the disaster assistance grant. This payment shall be based upon the following percentages of total eligible costs.
 - For the first \$100,000 of eligible costs, three percent of such costs;
 - For the next \$900,000, two percent of such costs;
 - For the next \$4,000,000, one percent of such costs; and
 - For those costs over \$5,000,000, one-half percent of such costs.

4. All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.
5. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-1510-DR-OR. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this agreement.

7.0 RECORDS MAINTENANCE

The SUBGRANTEE shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBGRANTEE will retain all books, records, documents, and other material relevant to this Agreement for three years after date of final payment, or an extended period as established by FEMA in 44 CFR 13.42.

8.0 AUDITS

Audits shall be in accordance with the Single Audit Act of 1984. The SUBGRANTEE is to procure, at its own cost, audit services based on the following guidelines:

1. SUBGRANTEE receiving less than \$50,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by OEM.
2. SUBGRANTEE receiving \$50,000 to \$500,000 in total federal funds in a fiscal year may choose to have an audit made in accordance with the Office of Management and Budget (OMB) Circular A-133 or a program audit.
3. SUBGRANTEE receiving \$500,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular A-133.

As applicable, the SUBGRANTEE must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Generally Accepted Government Auditing Standards developed by the Comptroller General; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

The SUBGRANTEE must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number (CFDA-83.516), grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balance.

The SUBGRANTEE shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBGRANTEE is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBGRANTEE disallowed costs resulting from the final audit.

The SUBGRANTEE shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBGRANTEE's fiscal year in which SUBGRANTEE receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBGRANTEE will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBGRANTEE shall include these requirements in any subcontracts.

9.0 RECOVERY OF FUNDS

In the event that the SUBGRANTEE fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBGRANTEE of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBGRANTEE shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBGRANTEE shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBGRANTEE obtains recovery from a responsible party, the SUBGRANTEE shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBGRANTEE shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

10.0 CONFLICT OF INTEREST

The SUBGRANTEE will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

11.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

12.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBGRANTEE either in whole or in part.

13.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBGRANTEE subcontracts for engineering services, the SUBGRANTEE shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBGRANTEE for the benefit of the SUBGRANTEE of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBGRANTEE shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

14.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBGRANTEE may appeal any determination previously made related to the federal assistance for the SUBGRANTEE. The SUBGRANTEE's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBGRANTEE's position.

Upon receipt of an SUBGRANTEE's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

15.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBGRANTEE that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the in the Circuit Court of Marion County for the State of Oregon, provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for services rendered by the other party, prior to the effective date of termination.
2. OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is a reduction in federal funds which are the basis for this Agreement.

17.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

18.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBGRANTEE, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBGRANTEE shall, as required by ORS 401.145(2), indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBGRANTEE, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

19.0 SUBGRANTEE ASSURANCES

SUBGRANTEE represents and warrants to OEM as follows:

1. SUBGRANTEE is [a political subdivision of the State of Oregon] [an independent, non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Oregon]. SUBGRANTEE has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subgrantee and constitutes the legal, valid and binding obligation of Subgrantee, enforceable in accordance with its terms.
3. The SUBGRANTEE hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).
4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBGRANTEE will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.

6. The SUBGRANTEE will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBGRANTEE will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBGRANTEE will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBGRANTEE will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBGRANTEE shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 16.0 of this Agreement.
10. The SUBGRANTEE shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. The SUBGRANTEE does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
12. The SUBGRANTEE and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBGRANTEE, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

20.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBGRANTEE.

21.0 ACKNOWLEDGMENTS

The SUBGRANTEE shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this project in any release or other publication developed or modified for, or referring to the project.

22.0 INSURANCE

The SUBGRANTEE will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

23.0 SEVERABILITY

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

24.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

25.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this agreement are:

For SUBGRANTEE:

NAME Jeffrey King
TITLE Project Manager
ADDRESS 6101 SE Johnson Creek Blvd.
CITY Milwaukie, OR 97206
Phone: (503) 786-7609
Fax: (503) 774-8236

For OEM:

Abby Kershaw
Section Director, Financial and Recovery Services Section
Oregon Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503)378-2911, ext 22227
Fax: 503-373-7833

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

26.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. Any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into an amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBGRANTEE have executed this Agreement as of the date and year written below.

Abby Kershaw, Section Director,
Financial and Recovery Services Section
Office of Emergency Management
Date:

Subgrantee Signature
Printed Name: Mike Swanson
Title: City Manager
Date:

APPROVED AS TO FORM

Keith Kutler
Assistant Attorney General

DATE: 2-04-04

Oregon Emergency Management
P. O. Box 14370
Salem, OR 97309-5062

SUBGRANTEE - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Federal Tax ID No. (TIN): 93-6002212

Organization: City of Milwaukie
10722 SE Main St.
Address: Milwaukie, OR 97222

Phone: (503) 786-7609

CFDA: 97-036



TO: Mayor and City Council

FROM: Mike Swanson, City Manager

DATE: April 7, 2004

RE: Second Amendment to Personal Services Contract With Ramis, Crew, Corrigan & Bachrach (Firm)

ACTION REQUESTED

Approval of the proposed Second Amendment to Personal Services Contract regarding the fees paid for City Attorney services and authorizing the Mayor to execute it on behalf of the City.

BACKGROUND

In July 1998 the City and the Firm entered into a contract providing for "legal representation as authorized by the City Council and/or City Manager." Among the provisions of that agreement was a fee schedule that set forth the hourly rates to be paid as follows:

Partners	\$125.00
Sr. Associates & Special Counsel	\$110.00
Associates	\$100.00
Law Clerks/Legal Assistants	\$ 65.00

An amendment to the 1998 professional services contract was executed by the parties in August 2002 updating the original contract. The fee schedule was not changed by that amendment, and it remains unchanged to this day.

The proposed Second Amendment to Personal Services Contract amends the rates to be paid as follows:

Partners	\$135.00
Senior Associates	\$120.00
Associates	\$110.00
Law Clerks/Legal Assistants	\$ 70.00

This would be the first increase in the rates charged in seven years.

The Firm serves a number of cities in the same capacity. The rates charged for services to those cities range as follows:

Partners	\$135.00-\$150.00
Senior Associate/Of Counsel	\$125.00-\$140.00
Associates	\$115.00-\$130.00
Law Clerks/Legal Assistants	\$ 70.00-\$ 75.00

The City has been well-served by the Firm. Prompt responses and direct answers to Council and staff requests for opinions are the usual practice.

FISCAL IMPACT

The proposed amendment will become effective July 1, 2004. It is anticipated that the cost to the City Attorney budget within the Administrative Services Fund will not exceed \$8,000. The cost to the Water Services Fund for the current litigation is estimated not to exceed \$16,000. The litigation is charged at the hourly municipal rate established by the contract.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON
AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO
PERSONAL SERVICES CONTRACT WITH RAMIS, CREW, CORRIGAN &
BACHRACH ESTABLISHING NEW RATES FOR SERVICE EFFECTIVE JULY 1, 2004**

WHEREAS, the City and Ramis, Crew, Corrigan & Bachrach (Contractor) executed a contract in July 1998 whereby the Contractor assumed the duties of City Attorney on behalf of the City; and

WHEREAS, the rates for service have not been changed since execution of the original agreement; and

WHEREAS, the Contractor's performance justifies an increase in the rate charged; and

WHEREAS, the new proposed rates are consistent with the rates charged to other jurisdictions.

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

Section 1. Section II.A.2. of the July 1998 agreement be amended as follows:

Hourly Rates effective July 1, 2004:

Partners	\$135.00
Senior Associates	\$120.00
Associates	\$110.00
Law Clerks/Legal Assistants	\$ 70.00

Section 2. That the Mayor be authorized to execute the Second Amendment to Personal Services Contract.

Section 3. This resolution is effective July 1, 2004.

Introduced and adopted by the City Council on _____.

James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:

Pat DuVal, City Recorder

Ramis, Crew, Corrigan & Bachrach LLP

SECOND AMENDMENT TO PERSONAL SERVICES CONTRACT

This Second Amendment to Personal Services Contract is made between the City of Milwaukie, an Oregon Municipal Corporation ("CITY") and Ramis Crew Corrigan & Bachrach, LLP ("CONTRACTOR").

RECITALS

- A. CITY and CONTRACTOR's predecessor in interest entered into a Personal Services Contract for the provision of city attorney services by CONTRACTOR to CITY on July 23, 1998 (the "1998 Contract"). The 1998 Contract was amended by an Amendment to Personal Services Contract in 2002 (the "2002 Amendment").
- B. The parties wish to further amend the contract by changing the hourly rate charged for services under the 1998 Contract, as amended by the 2002 Amendment.

AGREEMENT

- 1. Except as expressly modified herein, all provisions of the 1998 Contract, as amended by the 2002 Amendment, remain in effect.
- 2. Section II.A.3 of the 1998 Contract is amended to read:
- 3. Hourly Rates effective July 1, 2004:

Partners & Of Counsel	\$135
Senior Associates	\$120
Associates	\$110
Law Clerks/Legal Assistants	\$70

CITY OF MILWAUKIE

DATED: _____ By: _____
Mayor

DATED: _____ By: _____
City Manager

CONTRACTOR

DATED: _____ By: _____
Timothy V. Ramis

North Clackamas Parks and Recreation District
Milwaukie Center/Community Advisory Board
February 13, 2004

Members present: Jane Hanno, Joan Staley, Janet Witter, Molly Hanthorn, Joan Newman, Eleanor Johnson, Sharon Phillips, Kim Buchholz, Jim McCready, Chuck Petersen, Ben Tabler, Katie Rudfelt

Guests: Don Trotter, Chair of DAB

Staff Present: Charlie Ciecko, Joan Young, Cheryl Nally, Larry Bumbar, Roy Wall

Call to Order: Kim called the meeting to order at 10:00 am. Larry Bumbar, the new Maintenance Specialist for the Center, was introduced and praised by Board members for his hard work. Joan Staley moved and Ben seconded the motion to approve the minutes of December 12 as printed.

Special Topic: 2004-2005 Budget

Don Trotter commented on the long process to draft and approve a new Master Plan. Based on committee recommendations and results of public meetings and community surveys the new plan will include expansion of senior services to the east, more collaboration with other bodies, improving and extending programs and services where appropriate, and expanded scholarships for low income clients. The Master Plan now goes to the Board of County Commissioners for final approval, after which copies will be available for C/CAB Board members as requested. Don also indicated that the new approach to budgeting will use the results from the priority process from the citizen survey completed in the spring. The Center programs and services were listed high on the priority process for continued inclusion in the budget.

Charlie Ciecko distributed the 2004-2005 budget schedule. Work began this fiscal year to conserve costs and the District has made significant savings, with more expected by July 1, 2004. Currently, there is some discussion of sharing staff between NCPRD and the County Parks. More efficiency could result in a net increase in funds. If these economies work out, the District could maintain staff and current level of services for one more year. Good discussions for future cooperation are happening between Happy Valley and the Parks District. A draft IGA will go before the Happy Valley Council soon which could begin the process to bring Happy Valley within the District. The Parks System Development Charge update was distributed and explained. The non-residential SDC fee has been eliminated but the rest of the proposal has been forwarded to the Board of County Commissioners. Short Term goals include: (1) completion of the Duplication of Services study to improve communications with other providers and determine needs, (2) Fee and Cost of Services study and (3) creation of Aquatic Park Task Force to understand history and current facts and to consider all options and make a recommendation to the Board of County Commissioners.

Correspondence: There was none.

Board/Committee Reports

Executive Committee: No meeting.

NCPRD Board: Kim reported on the meeting. An Eagle Scout was presented with an award. Renee King was appointed as an alternate to the board from east of I-205. The Trolley Trail Master Plan was discussed and approved as a conceptual document. There was discussion of restructuring the DAB. Current Board was in consensus to not omit C/CAB as a member.

Budget & Finance: Jim announced meetings start soon and attendance is encouraged. Although the budget is looking better than we thought, Nutrition and Transportation will fall short. C/CAB budget committee is scheduled for Feb 23 at 3 pm. (Note: re-scheduled to Feb 26 at 3 pm).

Programs and Services: Molly reported on studies Joan and Cheryl are working on to compare our programs and costs with other providers in the area. The Center telephone system is being replaced on March 9. Staff is working on 2004-2005 budget. Travel program is without a volunteer leader at this time. Summer programming has begun.

Nutrition & Transportation: Ben reported on various fund-raising activities. A site visit from The Area Agency on Aging Focal Point Committee gave us a pat on the back. Grant writing has raised 1/3 of the cost of the three shelf stable meals per client we are required to provide. The effort continues. Marty reports many calls for help in heating costs.

Building Review: Jim has good words for Larry Bumbar. The roof is looking bad with soft spots but no leaks. Some windows are being replaced.

History: Janet commented on the completion of the book project and suggested that the committee had completed its work. The group thanked her for her work.

Centennial: Sharon gave a final Centennial Report. The group thanked her for her work.

Friends of the Milwaukie Center: Eleanor reported on upcoming events including the Spaghetti Dinner, Pool Tournament, Casino Night and quilt raffle.

Director's Report: Joan reminded that we need new Board members and urged recruitment.

Charles Peterson commented that he was pleased to be a part of the group. Eleanor Johnson announced her resignation as a representative of the DAB. We need a new person to be our representative on the DAB. The group thanked Eleanor for her long and faithful service.

Meeting adjourned at 11:35 am.

m. hanthorn, secretary