

**MINUTES****MILWAUKIE CITY COUNCIL  
WORK SESSION  
APRIL 14, 2003**

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

Councilors present: Lancaster, Loomis, and Stone.

Staff present: City Manager Mike Swanson, Police Chief Larry Kanzler, Neighborhood Services Manager Michelle Gregory, Community Development/Public Works Director Alice Rouyer, and Project Manager Jeff King.

**Police Department Staffing Levels**

**Kanzler** introduced Mary Weaver, Milwaukie Police Captain Jim Colt, and Milwaukie Police Officer Robbie Graves. He explained police staffing concepts are a collaborative effort involving each level of the department with officer safety a primary concern. He invited Weaver because she has been working with the Public Safety Advisory Committee (PSAC) regarding drug activity in the Milwaukie Christian Church parking lot on King Road.

To clear up any misunderstandings, Kanzler outlined Council and staff roles and responsibilities. The police department makes recommendations to the City Council and city manager based on knowledge, experience, and training, and the chief performs his duties at the city manager's direction. The basic assumption is that all City departments operate with integrity, and department managers make decisions in the best interest of the City. The City Council considers departmental recommendations for its strategic planning, policy development, and communication with the community. Further, City Council, the city manager, and department managers work as a team to solve community problems and are not adversaries.

Charles Matthews, Special Agent in Charge of the Portland FBI office, has been in the business of public safety for over 30 years and is part of the FBI task force on terrorist activities. Matthews says the primary responsibility of government is to provide for the security of the people governed. Without this foundation, society cannot enjoy the benefits of a viable economy, a strong education system, and necessary social services. The FBI believes the reason terrorists attack is to demonstrate a government cannot provide safety for its citizens.

In past presentations, Kanzler has told Council that California is a barometer of what Oregon can expect within 6 – 8 months. In the first 2 months of 2002, California's crime rate increased by 5.3%. He showed monthly crime maps of Milwaukie neighborhoods which will be posted on the City's website in the near future. Part 1 crimes include murder, manslaughter, rape, and arson, and part 2 crimes include theft, misdemeanors, and juvenile crimes. In 2002, the Milwaukie police department responded to approximately 11,000 calls for assistance. Identity theft increased by 300% in Milwaukie and 1500% in Clackamas County. Kanzler made the tactical decision to bring the narcotics detective back from the county to work on identity theft.

**Councilor Stone** asked if identity theft means mail is being stolen or if personal information is being stolen electronically.

**Kanzler** said identity theft can be both. He continued to summarize Milwaukie statistics. Part 2 crimes include forgery, fraud, embezzlement, criminal mischief, narcotics, and counterfeiting. He pointed out increases in driving under the influence and disorderly conduct. Cases have increased in almost every category.

When preparing for high call loads and unsafe conditions, the department considers several issues. Kanzler works closely with the police union to ensure a safe minimum staffing level is maintained. If officers cannot protect themselves, they cannot protect the public. Call types also determine staffing levels. Another issue is availability of support from neighboring jurisdictions. He discussed crime rates in neighborhoods adjacent to Milwaukie and the staffing levels in Clackamas County and Portland. Response time expectations are also key in the decision making process. If certain calls are not responded to quickly, public expectations drops, and citizens interpreted it as a lack of caring by the City. Milwaukie, unlike Portland, does care about its residents. Finally, the response level, or how many officers should be sent on a call, is also an issue.

In 1996 through 1998, Milwaukie received grants for overtime costs, problem solving, and community policing. The grants plus the City's match provided for \$150,000 for overtime without any additional officers being hired. These grant funds, however, are no longer available. Kanzler reviewed staffing ratios of police departments in the area. He noted a high level of recidivism in Milwaukie because Clackamas County cannot keep people in jail. The sheriff does not have the staffing level needed to supervise 150 custodial beds. As of March 6, 2003, there were 866 resident warrants in Milwaukie. This is a law enforcement system failure.

Kanzler discussed the pros and cons of 4 deployment strategies: equal staffing distribution; response time; calls for service; and a combination of calls for service and community problem solving. In the equal staffing scenario, the number of officers it takes to do the job is defined by the number of available

hours. In the response time deployment scenario, the staffing level is determined by how long it takes to get to a call. The national response time average for priority calls is 3 minutes. Most departments do not use the calls for service option as a single standard because volume and priority are unknowns. In the response time strategy, officers are assigned to districts to provide a 3-minute response, which may result in abandonment of particular districts under certain circumstances. Problems inherent with that strategy are: no control of the number and types of calls; staffing needs are not predictable; and increased staff does not result in a reduction in crime. The calls for service strategy is the basic shift augmented as call for service increase with the 3-minutes response time on priority and life threatening calls. Milwaukie uses a combination of calls for service and community problem solving. Shifts are staffed to meet the workload created by calls and augmented by additional staff to investigate issues. The number of officers it takes to do the job is defined by the hours available. To work 1 district 24 hours a day, 7 days a week, 365 days a year, requires 8,760 hours or 6.33 officers. This is a total of 25.3 patrol officers. Kanzler discussed liability issues related to required training and providing adequate supervision. In addition to this basic staffing level, Milwaukie provides 1 Tri-Met officer, 2 school resource officers, 2 traffic officers, and 4 detectives. This brings the current staffing need to 34.3 officers with 29 actually budgeted.

Upon transitioning to Lake Oswego Dispatch on March 31, Milwaukie gained access to CAD technology that efficiently tracks calls for services. The calls for service deployment strategy can be more finely tuned by using this data. During low call volume periods, staffing can be dropped to minimum safe levels, and community issues can be addressed more efficiently without extensive use of overtime.

At a previous Budget Committee meeting, former Councilor Marshall asked Kanzler what staffing level Milwaukie needed, and, based on solid law enforcement principles, he responded that Milwaukie needs 1.75 officers per thousand. The Milwaukie police department has a 30-officer demand for a total of 35 sworn personnel to reach the 1.7 officer per thousand-population ratio. Unfortunately, Milwaukie is understaffed by 6 officers. He briefly reviewed a comparison of staffing levels in other cities.

The Milwaukie police department will not be able to deal with issues in the near future. For example, the 2 traffic officers were responsible for 550 of the 650 citations written last month; this is revenue to the City. If there is a temporary staffing gap in a district, Kanzler pulls a traffic officer or school resource officer to fill it. Financially, it is not feasible for the City to staff 35 officers. The crime rate is on the rise, and law enforcement is faced with a system-wide problem. Livability is at stake because ineffective public safety discourages community development.

His recommendations to the City Council and Budget Committee are very basic. He believes the Council should consider developing a policy that deals with community safety and livability and set it as a priority of this government. Police staffing represents the backbone of community livability and future development, and he urged restoring staffing levels as funds become available. He promises to do the best job possible with available personnel, but, as a matter of public trust, adequate police department staffing must be a priority.

**Mayor Bernard** asked if homeowners are required to pay for false alarms.

**Kanzler** said they are required to pay after the fourth false alarm.

**Mayor Bernard** asked if there is funding available for mandated officer training.

**Kanzler** explained Milwaukie has a reciprocity program with the Portland training unit.

**Mayor Bernard** understands some cities are fining people because incarceration is a problem.

**Kanzler** said most of the people who are arrested do not have credit cards, but it would be something to consider.

**Mayor Bernard** suggested Milwaukie adopt an ordinance establishing a minimum fine amount.

**Kanzler** indicated he has already made that recommendation to the city manager.

**Councilor Lancaster** asked the current officer to population ratio.

**Kanzler** said Milwaukie currently has 1.26 officers per thousand. The recommendation in the good years would be 1.7. Oregon has the lowest ratio of officers to population of any state in the country.

**Councilor Stone** asked how many officers there are with a staffing ratio of 1.26 officers per thousand.

**Kanzler** responded there are 29 officer positions in the city manager's recommended budget. The transition to Lake Oswego dispatch provides technology that may result in more efficient staffing. He guarantees getting the most bang for the buck from personnel and doing the best job possible. The Milwaukie police department is already seeing some benefits of this technology through more accurate tracking and information sharing between shifts. Without the resources and people to pay attention to problems, the department will only be able to deal with the symptoms.

**Councilor Loomis** said as a citizen he feels safe in this community and believes the department is doing a good job.

**Weaver** commented on the number of criminal activities that go unreported because people feel they cannot provide enough information. She recommended educating citizens on how they can effectively report activities to the police department to more efficiently use the limited resources. Her present concern is activity at the Milwaukie Christian Church on King Road.

**Carl Jacob** asked if citizen patrols would minimize some of the minor problems that take up police time.

**Kanzler** said citizen patrols have been used in Hillside Manor and are effective in dissuading certain people. Generally, once a problem goes away, citizen interest wanes. He feels it is appropriate to identify and solve a problem without burdening people with an ongoing activity that no longer has a benefit for them. Usually citizen patrols work best on a specific problem.

**Mayor Bernard** noticed a lot of crime takes place when people do not lock their homes and vehicles. In reading the call log, it seems the police are sometimes called unnecessarily.

**Councilor Lancaster** asked Kanzler his views on installing video stations in high crime spots.

**Kanzler** said when light rail was first being considered, he recommended video monitors in high use areas. He believes this is a viable option for public areas and active transit areas in particular.

**Councilor Stone** suggested a monthly *Pilot* article that educates the public on protecting itself from such things as identity theft and knowing how and when to report suspicious activities to the police.

**Kanzler** will use the City's website as much as possible and commented on the number of residents who contact him via e-mail with questions and comments.

**Councilor Stone** believes the walking patrol is a great idea and has seen it implemented in the Ardenwald area periodically. She asked if the Public Safety Advisory Committee (PSAC) is reaching out to their neighborhood associations to establish a program.

**Kanzler** said, if there were specific problems, he would recommend that.

### **Centennial Update**

**Gregory** updated the City Council on Centennial project plans. She hopes to get feedback from Council on how the City can support the project given the budget situation, her resignation effective June 30, and Ed Zumwalt's current medical condition.

**Mayor Bernard** has met with the Centennial Committee to find out specifically what it needs from the City. There has been discussion about hiring someone outside City staff to coordinate the event. One organization made a proposal, and Zumwalt suggested an individual who might be interested. There is some money left from the consultant's contract.

**Swanson** wants a clear idea from the Committee how much is left to be done before making a commitment. He wants to ensure someone capable is taking over for Zumwalt by tailoring the person to the remaining tasks.

**Gregory** noted staff is reviewing all permits submitted for the event and working with *The Clackamas Review* on an insert that will serve as the main publicity piece for the events. Publicity will continue in *The Pilot* and on the City website, and the neighborhoods are moving forward on their projects.

**Councilor Lancaster** understands Gregory to say additional monetary support from the City is needed.

**Swanson** said the City would have to spend some funds to pick up what Zumwalt has been doing. This is the Milwaukie Centennial, and he believes the City should be responsible for keeping the event going.

**Councilor Lancaster** agreed. He is concerned about additional support and the chief's ability to provide sufficient security because of overtime costs. A celebration can quickly turn into a disaster if security is not adequate.

**Gregory** indicated she is still working on this issue with the chief.

**Councilor Loomis** remembers when City Council first discussed the Centennial. He wants to hear from the Committee and would be supportive of its requests. People have put a lot of time and effort into the event, and it needs to come to a nice finale.

**Mayor Bernard** said there would come a point when no more commitments could be made. Zumwalt, as the principal fundraiser, has collected over \$40,000 for the event.

**Councilor Stone** asked if anyone else on the Committee has been actively fundraising.

**Gregory** said there are a few other members supporting Zumwalt's efforts, but he has been the lead fundraiser.

**Mayor Bernard** added contacts have been made and money is coming in for the event.

**Councilor Loomis** said for Zumwalt's benefit, the City needs to step up and finish the project.

**Mayor Bernard** will find out from Zumwalt what needs to be done and coordinate those final efforts. He has talked to the Centennial Committee chair, and she is willing to sign any contracts.

**Councilor Lancaster** requested strategic updates. He asked if staff and volunteer liability issues have been resolved.

**Gregory** responded the volunteer issue is on its way to being resolved, and there is sufficient information on staff liability.

**Councilor Lancaster** asked Gregory to address earlier concerns about renegade marketing efforts.

**Gregory** said initially Committee members were concerned about use of the Centennial logo in ways that would not make everyone proud, but she feels it is safe to say nothing has come up that would cause alarm.

**Mayor Bernard** added the City paid for logo development, and Celebrate Milwaukie, Inc. (CMI) might be interested in licensing it if the City authorizes.

**Councilor Stone** recommended communicating with Centennial Committee and suggested an update from the Chair at the next City Council work session.

**Councilor Lancaster** asked if the \$250,000 grant was still viable.

**Gregory** said Milwaukie was eliminated but believes it is still eligible for tourism planning assistance from Clackamas County.

### **Board and Commission Interviews**

City Council interviewed Carlotta Collette, Lisa Batey, Kate MacCready, Mark Weidkamp, and Rosemary Crites for vacant positions on appointed advisory boards.

**Donald Hammang**, Planning Commission Chair, said despite budget constraints a lot of the work has been accomplished. The Commission is cohesive, and organically the members perform well together. He believes the neighborhood

program provides an avenue that helps residents focus their development concerns and in turn helps the Commission move forward in its decision-making processes.

**Councilor Lancaster** said Hammang understands better than most the efforts that have gone into providing the tools to help the Commission operate effectively and fulfill the community goals. He asked if there were anything else the Council could do.

**Hammang** said his ongoing concern is sufficient staff time. Staff and consultants have been working to modernize the code so the Commission and City employees can deliver a consistent message and more cost-effectively operate local government. He perceives this as modernizing a business process and believes progress has been made. Another qualitative hallmark has been working through controversial development situations like the Centex Homes application in the Lake Road neighborhood. The neighborhood focused its residents' concerns, which enabled staff to work through issues item by item. The Planning Commission was able to render a decision that went from controversy, to consensus, to an application that will be built with which the community seems happy. This represents a big change over the past 10 years. There is either greater consensus on the Commission or better rules.

**Brent Carter**, Design and Landmarks Commission (DLC) Chair, said the members are celebrating the adoption of the downtown design guidelines. Now, they will watch the plan work and evaluate it for future amendments. Over the past 6 months, the Commission has had vacancies resulting in decision-making problems, so he was happy to see the number of applicants being interviewed by Council. Staff is excellent in its communications, and all of the current Commission members relate well.

**Councilor Stone** asked how many members there are. She noted Carter's name was not on the roster.

Staff will check on the oversight.

#### **Transportation Maintenance Fee**

**Mayor Bernard** explained Clackamas County has been considering a utility maintenance fee for about 1 year, and Milwaukie is part of the study group.

**Rouyer** said the City has had an intergovernmental agreement (IGA) with Clackamas County to study the feasibility of a countywide utility fee. This is a critical issue for Milwaukie because its growth is stagnant. The City has been entirely dependent on state gas taxes, and because there is no significant increase in population or geographical size, these revenues will flat line or decline over time. There is a considerable backlog of projects, and many City



streets are in bad repair. Staff is seeking direction on whether the Council wishes to proceed with Clackamas County or go forward independently. The Budget Committee expressed interest in a PGE privilege tax of 1.5% to go toward street lighting costs, and staff is seeking Council input on this. The street fund currently pays about \$300,000 for street lighting, and, if implemented, the tax would free up that amount for maintenance projects.

**John Ghilarducci**, Financial Consulting Solutions (FCS) Group, Inc., provided background information on the issues, the process, preliminary rate numbers, and sample bills. The project participants are Clackamas County and the Cities of Milwaukie, Happy Valley, Gladstone, Estacada, and Oregon City. One issue is decreasing revenues for local transportation funding due in part to auto fuel efficiency. Other potential revenue sources like property taxes, timber receipts, and franchise fees are traditionally not spent on roads or are being phased out. As revenues go down, needs increase for capital construction and maintenance.

**Councilor Lancaster** asked if high fuel costs reduce consumption.

**Ghilarducci** said the information on fuel efficiency is from the department of transportation, and there was no information on what the elasticity effect might be on the price of fuel.

**Councilor Lancaster** believed, given the volatility of world events and the unknown in terms of oil, that if gas reached \$3 per gallon there would be a deterring effect on consumption making the situation even worse.

**Ghilarducci** explained to the group that gas tax is a cent per gallon and not, as many believe, a percentage of the per gallon cost. The goal of the feasibility study has been to address the need for funding in an equitable, legally defensible manner, to meet the costs and deficiencies in a politically palatable way, and to develop a process that is reasonable to administer. The Transportation Adequate Financing Subcommittee of the Clackamas County Concurrency Committee (CCCC) looked at the options and concluded this fee as the preferred option.

Utilities are a business enterprise within the local governments. Their revenues can be dedicated to a specific purpose, and a fee structure can be designed that equitably recovers costs from those most significantly impacting the system. The technical advisory committee (TAC), made up of staff from each of the participating jurisdictions, acted as a support committee for the CCCC.

Initially, policy issues were identified and papers prepared that defined each issue and provided alternatives for Committee discussion. The resulting TAC policy recommendations were: name and purpose of the fee and the fee structure. Early on, it was decided a road maintenance fee to fund specific projects in the county and participating cities would best fit the need. A

transportation fee is most easily based on land use and trip generation which in turn can be directly linked to road maintenance. Further, it is most legally defensible as a user fee.

Other issues had to do with developing fiscal policies that would ensure the ongoing financial health of the utility; granting only cost-based credits for senior, low income, tax exempt, and public agencies; applying initial rates uniformly throughout the service area and allowing area specific rates in participating cities; processing bills within each participating jurisdiction; and developing implementation strategies designating the county as the first adopting agency followed by the cities' consent to have the fee imposed in their areas.

Once the actual framework of policy recommendations was done, estimates were prepared. Three main questions were asked: Does the activity have a direct and perceived benefit? Does the activity serve the general road user? Does the level of activity required vary with the volume of usage? Ghilarducci briefly reviewed the pavement life cycle and how crucial maintenance is. As the pavement quality falls from excellent to fair, the life of the pavement is reduced by 25%. As the quality drops below fair, all but 12% of the life of that pavement is used. At that point, the cost is 4 – 5 times as much to improve the pavement quality because the road has to be reconstructed.

Eligible maintenance activities included roadway treatments, road shouldering, bridge maintenance, guardrails, traffic operations, and vegetation control. The costs of these components varied widely among the participating jurisdictions. Each participant was asked to cost out how much it actually spends on each of those activities and what it should spend. Preliminary rates were established using these figures. The annual costs of the eligible maintenance activities were divided by customer information on the number of average daily trips (ADT) to come up with the base rate per trip. Ghilarducci discussed the proposed residential and non-residential rates. The trip generation information comes from the *Institute of Transportation Engineers Manual*, which contains estimates for some very specific land uses based on nationwide survey data. He discussed the non-residential groups and the types of entities included in each.

**Councilor Stone** noted Group 5 has 100 ADTs which seems low when compared to Group 1.

**Ghilarducci** explained the 100 ADTs are per 1,000 square feet of developed floor space. He thought it was wise to err on the low side particularly when looking at fees that could be thousands of dollars per month. The trip generation information, in some cases, does not have as many surveys supporting the numbers as some may like. He believed Stone was right, and there could be specific land uses that would generate significantly more ADTs.

**Ghilarducci** said once the Committee had the capability to develop rates, it looked at alternatives using the area-specific rate approach and the uniform rate approach. In cities, fees for a single-family residence could be as little as \$1 - \$2 per month, but in the county fees could be as much as \$20. At the CCCC level there was a real desire to work collaboratively, so the area-specific rates were generally ruled out in favor of the uniform rate approach. The problem came when this approach generated revenue that in some jurisdictions' cases far exceeded and in others fell far short of the needed amounts. In other words, cities were collecting more, and the excess revenue was going to the county. This did not seem feasible. As a result, the proposed approach is a uniform rate set by the lowest area-specific rate of any of the participants, and no money changes hands. The downside is, no one jurisdiction collects all the money it needs. It is important to remember the gas tax revenue may still be used for capital projects, and the utility fee would be used for delivering a higher level of service in road maintenance.

In Milwaukie, the ratio is about 68% commercial and 32% residential. In the scenario he discussed, single family residential would pay \$2.17 per month and multi-family residential would pay \$1.36. For non-residential, Group 5 businesses could pay up to \$22.68 per thousand square feet of developed floor space. He reviewed sample billings for several businesses in the participating jurisdictions. The highest ratepayers in Milwaukie would be Albertson's and Providence Hospital.

The Council discussed charging distribution centers and Tri-Met. **Councilor Stone** was concerned about not being able to access trucking companies whose use results in substantial maintenance needs.

**Ghilarducci** said he had looked at adding a multiplier to businesses with a lot of truck traffic but did not find any usable information to charge that kind of factor; however, the Committee will continue to look at this issue. Further, pass-by trips have been deducted from the ADTs for all retail land uses.

**Councilor Lancaster** thought this did not get to the critical issue of Milwaukie's being a pass through community.

**Rouyer** said the argument might be made for Milwaukie's keeping some county revenues.

**Councilor Lancaster** and **Councilor Stone** agreed with that argument because of the trips generated through Milwaukie.

**Rouyer** added that Clackamas County might make a similar argument about Milwaukie residents going to the Town Center.

**Councilor Lancaster** noted the excessive damage caused by truck traffic and expressed concern over what he has heard about distribution centers. Even based on the very large square footage, the fee does not come close to the damage done by continuous heavy truck traffic.

**Mayor Bernard** said these companies pay a weight and mile tax of which Milwaukie receives a share through ODOT.

**Councilor Lancaster** does not believe it covers the damage inflicted on Milwaukie streets.

**Ghilarducci** said 1 way to deal with that is to apply a local multiplier but cautioned the methodology must be applied fairly.

**Councilor Lancaster** said that seems like an almost impossible mission. Even the square footage element does not seem to factor in those operations that are open 24 hours per day.

**Ghilarducci** said any non-residential customer might appeal its rate by providing a traffic study that shows how its operation differs from the data in the *Manual*. The onus is on the customer to make the investigation and appeal the rate. Any utility rate is imperfect, and the best that can be done is to take all the information and do what is most fair.

**Councilor Stone** asked why the county did not put a measure on the ballot to raise the gas tax and let the voters decide instead of imposing a utility fee on residents. It seems more equitable to tax those using gasoline.

**Ghilarducci** said the Committee generally felt voters would not approve a gas tax. One of the advantages of this approach is that it is first adopted by the County Commissioners and then consented to by the participating City Councils.

**Councilor Stone** understands it is hard to develop a fee that is perfect and equitable for everyone, but it seems unfair that a certain segment of those actually using our roadways would be exempt from the fee.

**Ghilarducci** reviewed rates already adopted by other jurisdictions that ranged from \$1.42 to \$5.12 per month for single family residences. Eugene, for example, adopted a fee plus a local gas tax. Lake Oswego's utility is postponed because, as he understands, an impassioned citizen convinced the City Council education came first.

**Councilor Lancaster** has concerns with the exemptions.

**Ghilarducci** said only those residential customers who are able to prove they have no vehicle or licensed drivers and that they are basically not providing

services which generate trips to and from their residence or places of business would be exempt. It is written so that very few people would be exempt, and the onus would be on the appellants to prove they are not subject to the fee. His report only represents a sample of businesses that might be in a group; the *Manual* is much more detailed. Parks fees, for example, are based only on structures in a park. Measurements are based on the developed interior square footage of facilities including enclosed courtyards. Parking areas are not counted. He believes city and county parks are based on acreage. Churches, as he recalls, are in Group 1 or 2 because the average daily trips do not occur at peak hours, and there are few trips on an average daily basis.

**Rouyer** said Ghilarducci prepared a large spreadsheet with all of these groupings, and the *Manual* is very thorough. Any entity may challenge the group in which it is placed by providing a traffic study.

**Ghilarducci** added that obvious misclassifications could be easily fixed. The draft ordinance requires that a licensed engineer carry out the traffic study.

**Councilor Stone** referred to page 8 of the report regarding the basis for the fee and heavy vehicle usage. In parenthesis it reads "since determined to be unsupportable with data available."

**Ghilarducci** explained there is plenty of data that says trucks cause thousands of times more damage than cars. The data that is not available is how to specifically apply the methodology to a location and determine who should be paying the additional amount for those truck trips.

**Councilor Stone** thought something could be done about that by doing research on the businesses and who receives the services.

**Bob Hatz**, Citizens Utility Advisory Board (CUAB), Chair, said the Board supports the effort to develop a transportation maintenance fee as a reasonable method to help address the preservation and improvement of Milwaukie's road system. The Board supports the user fee for several reasons. Milwaukie roads are rapidly declining. The backlog of needed repairs and capital improvements has grown each year, and now equals several million dollars. At the same time, existing revenue sources like state gas tax are declining because Milwaukie is not growing as fast as some of the other cities. Milwaukie has over 75 miles of roads with a value in excess of \$90 million, and the City needs to find a way to maintain and protect its investment. The transportation maintenance fee is based on usage like any other utility. It is a user fee and not a tax. The fee is a modest way to begin rebuilding City roads. The current proposal shows a monthly fee of \$2.17 for single family residential and \$1.36 for multi-family units. The CUAB supports the current county/city methodology being proposed for this user fee provided that certain safeguards and designs are in place. These are: all monies collected by the transportation maintenance fee in Milwaukie go to

Milwaukie roads only, and all monies collected are clearly dedicated to road maintenance projects only. Users may appeal their fees if they believe they have been placed in an incorrect group.

**Rouyer** commented on how impressed she has been with the Board members. They have been engaged in their assignment and have asked many critical questions about the concepts.

**Councilor Lancaster** asked if there was any reason the City Council would not want to do a joint process with the county.

**Rouyer** said, through the neighborhoods, Milwaukie does more active outreach and is probably more aware of citizen concerns and questions than other jurisdictions in the area. Her only apprehension would be an overwhelming concern by the rest of the county. On the other hand, if the concept is supported countywide, the Milwaukie City Council could simply consent to the county action rather than developing a fee system of its own.

**Project Manager Jeff King** said the county appointed a Transportation Maintenance Advisory Board comprised mostly of business representatives. The proposed fee is still a work in process and is being vetted by much of the business community.

**Mayor Bernard** is concerned about finding a greater balance between residential and commercial fees. He is very concerned about the City's desire to grow by attracting businesses while implementing a transportation utility. He agrees, however, there needs to be a sharing of road maintenance responsibilities. For this reason, he is interested in looking at the feasibility of a PGE privilege tax to pay for street lighting. He also questions if the Clackamas County Commissioners would support actually this proposal. Milwaukie streets are reaching the end of their life cycles, and, if this is an equitable method for Milwaukie to maintain its streets, it should be considered.

**Councilor Loomis** asked why the gas tax has not been increased. He understands a fee can be implemented without a vote.

**Rouyer** said voters have not approved a state gas tax increase.

**Ghilarducci** said user fees are charged equitably to those causing the costs to be incurred, so must be an attempt to make it fair.

**Swanson** added there is some discussion of increasing the gas tax during each legislative session, and a number of issues get in the way including AAA, truckers, and ODOT. Voter approval of a gas tax increase is only one element with a host of other issues swirling around the proposal. Cities may charge a local gas tax, and Washington County implemented its own gas tax. Clackamas

County sent a gas tax proposal to the voters on 2 occasions, but each was rejected. He explained gas tax funds may be used only within the right-of-way. Many years ago the healthiest fund in local governments was the road fund because the gas tax was generating a tremendous amount of money. As a result, many cities put their street lighting programs into their road funds. Now cities find themselves in the position of spending needed road maintenance money on lighting, and general funds cannot absorb that expense either. Cities that are growing and adding roads are taking a greater share of the gas tax, and as a result Milwaukie is getting a smaller share. Last year Milwaukie's share was \$768,775. The street fund is about \$2 million, so there are some other limited revenue sources including water, sewer, and storm franchise fees. This figure also includes a \$626,000 fund balance with a projected revenue of about \$1.6 million. Next year's fund balance will be less because of some rather large expenditures this year.

**Rouyer** added the current spending in the street fund is about \$600,000 for maintenance, but it needs \$1.29 million.

**Mayor Bernard** said Wilsonville has had a road maintenance utility fee for about 10 years and is getting caught up on its projects. As a result, Wilsonville is lowering its fees.

**Ghilarducci** believes Wilsonville's residential rate started at \$4.48 and is down to \$4.17.

**King** discussed declining gas tax revenues since 1995.

**Rouyer** commented on pre-emption legislation efforts that would not allow local governments to impose this type of fee to generate revenue.

**Mayor Bernard** understands that Safeway costs would be \$700,000 annually.

**Ghilarducci** said that amount is for all the Safeway stores in Oregon. Fees would probably be about \$1,000 per month for individual stores.

**Mayor Bernard** would like to see that amount reduced because stores are already paying weight and mile taxes. He is concerned about discouraging businesses. If the county does adopt the fee, the Milwaukie City Council may vote to consent or decide to do impose a fee of its own.

**Councilor Loomis** asked how much the gas tax would have to increase for Milwaukie to repair its roads. He feels a gas tax is more equitable.

**Mayor Bernard** pointed out Milwaukie does not have a lot of gas stations within its city limits. Sandy, for example, has a local gas tax, but there are a lot of tourist attractions in the area. Further, it is not in the midst of a metropolitan

area. Everyone gets some advantage from roads, including public transportation and deliveries to stores, even if they do not drive.

**Hatz** added that if Milwaukie gas stations charge extra for a local gas tax many drivers would go elsewhere to purchase gas.

**King** commented money in the street fund goes to street lighting and other expenses, so it does not strictly go to road reconstruction or overlay projects.

**Councilor Loomis** would be in favor of finding a way to pay for lighting outside the street fund and using available money to repair the roads.

**Rouyer** asked for direction on whether or not staff should proceed with work on the fee either with Clackamas County or independently, and if staff should pursue the PGE privilege tax. The privilege tax would substantially cover street lighting costs.

**Ghilarducci** added, according to the draft ordinance as written, cities may adjust their fees up or down independent of the other participants. Milwaukie could lower its rate if other revenue sources are identified.

**Rouyer** believes it is important for the City to closely monitor the county's course of action and evaluate the public involvement process.

**Swanson** said direction to continue does not commit the City Council to anything. He likes what he has seen of the process, and Milwaukie has worked well with the county over the past year. Milwaukie still has the opportunity to pull the plug, and further conversation needs to take place with a broader range of City residents. At this point, he believes there is more to gain than lose by continuing. He reminded the group the PGE privilege tax is a tax. Continuing with the county keeps Milwaukie's options open, and he believes the process has been very thorough.

**Ghilarducci** said the County Commissioners will consider the fee in September, and he does not know of any timelines for cities to consent.

**City Council directed staff to continue the transportation maintenance fee project with Clackamas County and asked the Citizens Utility Advisory Board to prepare a recommendation on implementing the PGE privilege tax.**

**Councilor Stone** said something needs to be done. Money will be coming out of people's pockets whether it is a fee or a privilege tax. She understands that although the PGE option is a privilege tax, it will not go to the voters. She hopes there will not be a misinterpretation.



**Councilor Lancaster** said the City would have to do a publicity campaign to make people understand the privilege tax goes to street lighting and nothing else.

### **Municipal Court Judge Services**

**Swanson** said the judge's annual contract will expire at the end of June and asked the City Council's desires regarding renewal. On a separate issue, he is considering a resolution of some kind setting minimum mandatory fines on all traffic citations giving the municipal court judge only discretion greater than that amount. Currently Milwaukie is collecting about 25% of the fine amount. The purpose for setting a minimum would be to pay for officers' time spent in issuing citations as well as acting as a deterrent.

**Councilor Lancaster** felt there needed to be a very strong deterrent. If people cut through the community and break the law, they should understand it will cost them.

**Mayor Bernard** said the judge's contract and the Council's opinion on an ordinance must be separate.

**Councilor Stone** had an issue with Milwaukie being a pass through community and agreed there should be consequences for people disobeying the law. Her husband grew up in Milwaukie, and at that time the police had a reputation. In her years on the Traffic Safety Board, she was told tickets were not issued until speeds were 10 – 15 mph over the posted limit; otherwise, the judge threw out the ticket. She feels that is significant. She wants to know if the Council could have an impact on that by adopting a resolution.

**Kanzler** said the standard is about 10 mph over the posted speed limit to ensure the driver is actually in violation. The judge may take a driver's possible temporary inattention into account and be lenient. He did agree Milwaukie should have a reputation for expecting speed limits to be observed.

**Councilor Stone** recommended a long-range education plan for the public that says the judge will uphold any citation that exceeds 5 mph over the speed limit.

**Kanzler** said the onus is on the officer to honestly justify that the judge can find the driver guilty.

**Mayor Bernard** asked if it was really worthwhile to write a ticket for 5 miles over the speed limit.

**Kanzler** said the officer is obligated by law to come to court, so there are costs involved.

**Councilor Lancaster** commented there are, in reality, a lot of vehicles to choose from that are going 10 or more mph over the limit.

**Councilor Stone** said the goal is not to have to write so many tickets. It seems sensible that if Milwaukie is known for issuing citations backed up with a minimum fine amount, the City will get its reputation back.

#### **Rowe Middle School Resource Officer**

**Swanson** discussed a letter he received from Bill Dierdorff of the North Clackamas School District asking for a rebate on the amount paid for the middle school resource officer because the school year was shortened. The more important issue than money is one of deployment. The information Kanzler provided earlier in the work session will help more efficiently deploy the 29 budgeted officers. That is not to say officers will not be assigned to the schools. These are deployment decisions that must be made by the police chief. He believes the District's \$35,000 share will disappear. If both the middle school and high school warrant a full time resource officer, he has every confidence the chief will make that decision. It is all about community safety, and if that safety is better served by a different configuration or different assignment, the chief needs to be able to make those operational decisions.

**Councilor Lancaster** said as far as he is concerned the chief makes the call.

**Mayor Bernard** agrees with Swanson that deployment is the issue but also believes the first line of defense is in the schools. He would leave deployment decisions up to the chief and hopes the department would concentrate its efforts on supporting at-risk children.

**Kanzler** demonstrated to the City Council earlier that staff is decreasing and crime is increasing. His hands are tied if he cannot pull resources from the schools to meet a critical community need. He agrees with the Mayor that having a presence in the school is valuable, but he needs flexibility in staffing priorities. When community safety is at risk, the department must be able to respond. The department will try to maintain its presence in the school as much as possible, but it would not be mandated if City Council accepts this recommendation.

**Councilor Loomis** feels if there was no funding from the District, then deployment is the chief's decision.

**Kanzler** agreed. The City pays the entire cost of the high school resource officer, and up until this fiscal year fully funded the middle school officer.

**Councilor Stone** asked for clarification if the City would still try to have a resource officer in the middle school if the District withdrew its share of the

funding for that position. Would Kanzler deploy that officer elsewhere for an emergency?

**Kanzler** said deployment of that officer would depend on community need. The department is seeing a lot of recidivism with the same criminals coming back into the community, and the crime rate is going up. With an increased demand, he needs to have the flexibility of taking an officer out of a school to fill a district need. If his hands are tied, he cannot respond to community needs.

**Councilor Stone** understands the officer would be in the school but pulled out if needed elsewhere.

**Kanzler** said that is correct. The school resource officer understands the higher need of the community and would willingly accept the assignment.

**Councilor Loomis** asked Kanzler if the City Council or the District was tying his hands.

**Swanson** said he is tying Kanzler's hands because he was given direction.

**Councilor Loomis** asked if the \$35,000 was tying his hands.

**Kanzler** said the \$35,000 commits the City to placing an officer in the middle schools half time during the school year. If the District does not pay, then the department has greater flexibility.

**Swanson** said in many ways he would rather have the flexibility than the \$35,000. The department's responsibility is to the wider community. This is not a comment on the District but on the City's responsibility and appropriate allocation of a scarce resource.

**Councilor Stone** referred to the letter from Bill Dierdorff. When the City entered into the contract with the District, was it on a day-to-day basis?

**Swanson** said the City and District did not discuss that aspect.

**Councilor Lancaster** recalled quarterly payments were set up to accommodate the District.

**Councilor Stone** asked if it is ethical for the District to demand reimbursement.

**Councilor Lancaster** said, like any contract, parties are free to make an effort to renegotiate, but there is no obligation to even discuss the issue.

**Other**

**Councilor Loomis** asked the procedure on questions relating to regular session Council agendas. He asked how people felt about the special event military item because he has a lot of questions and is concerned asking them at the meeting might offend others.

**Councilor Stone** understands Loomis does not want to slow down the meeting, and members are wondering what they can ask.

**Mayor Bernard** noted the Budget Committee has recently been meeting during the normal Council work session times, so that advantage was temporarily lost. Councilors may talk to the city manager or department head about agenda items.

**Councilor Lancaster** said at times there has been so much discussion about regular session items during work sessions that it appears to the viewing audience that the Council has put little thought into making its decision. Sometimes it is appropriate to ask questions for which Councilors already know the answer, so people can follow the decision-making process.

**Councilor Loomis** does not like to feel rushed. The group discussed full work session agendas and appropriate scheduling of consultants.

**Swanson** said when Councilors have questions it is appropriate to give the staff person a courtesy call so he or she can research the answer if necessary.

**Mayor Bernard** reads the packet as soon as he gets it and calls staff if he has any questions.

**Councilor Stone** had a question about minutes. She certainly does not feel comfortable consenting to the minutes if she believes there is something that needs a correction. She got the feeling from other Councilors that the minutes are on the consent agenda and nobody reads them anyway. Her understanding of minutes is that they are an accurate reporting of what happened at the meeting, and they should reflect that. Sometimes there are little things that did not get in the minutes that should have or maybe wording slightly alters the intent.

**Mayor Bernard** said then those words should be amended at the next meeting.

**Councilor Stone** said 1 person is doing the reporting, and the minutes are not verbatim. How does that get reflected?

**DuVal** said she makes those changes and signs the final version for the record.

**Mayor Bernard** said he had discussed Stone's use of the phrase, "it was not my intention" with the attorney.

**Councilor Stone** said the issue was that it did not convey what she said. She is not trying to change the minutes. Words are powerful, and the way they are construed and constructed in a sentence can alter the meaning of that sentence. To have it be altered changes the meaning of what was really said. She was not trying to change anything.

**Councilor Lancaster** got the sense Stone was angry when he read her e-mail

**Councilor Stone** said she was angry and could not respond to the e-mail.

**Councilor Loomis** understood from the discussion that Stone did not say, "that isn't what I said". It came across as, "that isn't what I meant."

**Councilor Stone** said 1 person does the recording and things needed to be clarified. Stone will e-mail her changes to DuVal.

**Councilor Lancaster** did not mean to trivialize the issue. Material omissions or incorrectly stated facts need to be corrected. If it is minor it is his experience no one reads the minutes anyway.

**Councilor Loomis** added the meetings are on tape.

**Councilor Stone** would like information on the MDDA at a future time.

**Mayor Bernard** adjourned the work session at 9:20 p.m.

  
\_\_\_\_\_  
Pat DuVal, Recorder

**CITY OF MILWAUKIE  
CITY COUNCIL WORK SESSION AGENDA  
APRIL 14, 2003**

**MILWAUKIE CITY HALL**

Second Floor Conference Room  
10722 SE Main Street

***WORK SESSION – 5:30 p.m.***

**Discussion Items:**

	<u>Time</u>	<u>Topic</u>	<u>Presenter</u>
1.	5:30 p.m.	Information Sharing	Group
2.	5:45 p.m.	Police Department Staffing Levels	Larry Kanzler
3.	6:00 p.m.	Open Public Forum	
4.	6:30 p.m.	Centennial Update	Michelle Gregory
5.	7:00 p.m.	Board and Commission Interviews	Mayor and Council
6.	7:45 p.m.	Transportation Maintenance Fee Project	Alice Rouyer & Jeff King
7.	8:15 p.m.	Municipal Court Judge Services	Mike Swanson
8.	8:30 p.m.	Rowe Middle School Resource Officer	Mike Swanson
9.	8:45 p.m.	Adjourn	

***The Council may vote in work session on non-legislative issues.***

***The time listed for each discussion item is approximate. The actual time at which each item is considered may change due to the length of time devoted to the preceding items.***

*At the end of the work session, the Council may hold an Executive Session under the authority of Oregon Revised Statutes 192.660 as needed.*

*For assistance/service per the Americans with Disabilities Act (ADA)  
dial TDD 786-7555.*

<b><i>The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.</i></b>
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To: Mayor and City Council

Through: Mike Swanson, City Manager  
Gary Firestone, City Attorney

From: Michelle Gregory, Neighborhood Services Manager

Subject: City Support for the Centennial Celebration

Date: March 11th, 2003

#### Action Requested

Staff is seeking direction on the city's continued involvement with the Centennial. Several questions are emerging about what role the city and its staff should assume from this point forward. There are resource issues, risks and opportunities associated with further city involvement. Clarification is needed, so that staff can proceed appropriately and so that the community can succeed in this public-private partnership.

#### Background

December of 2001, staff was directed to support the work of a council-appointed committee, in their efforts to develop a plan for celebrating the Centennial of the city's incorporation. Staff was directed to:

- ☐ Form a Coordinating Committee to focus on the big picture/whole process.
- ☐ Use the Budget Process to Initiate Effort
- ☐ Enlist the Help of a Resource Development/Public Affairs Professional

The committee was given a charge and a set of goals:

*To solicit, review and select community ideas for how to celebrate Milwaukie's Centennial. To develop a work plan and budget for a regionwide campaign that will be presented to the Council and Budget Committee for consideration as part of Milwaukie's 2002-3 fiscal process. To work with a fundraiser and community groups to generate private and civic sponsorship of Centennial events and projects throughout the process.*

*The Council asked the committee to work toward the following goals:*

- ☐ *Celebrate the Past with an Eye Toward the Future*
- ☐ *Foster Partnerships with a Broad Base of Community Groups and Private Sector Interests*
- ☐ *Leverage additional support through fundraising*
- ☐ *Establish Region-wide Visibility*
- ☐ *Integrate Long Term Community Goals*
- ☐ *Cultivate Volunteerism and Community Involvement that will be Sustained After the Centennial*

After the committee was appointed, the firm of Metropolitan Group was retained to assist the committee with its plan development, marketing and fundraising strategy. The city paid \$15,000 for consulting services in FY 01-02. In the spring of 2002 the staff and the committee presented the Centennial plan and a proposed a budget request for an additional \$30,000 to 'seed' the Centennial committee's efforts in the following fiscal year. This money was used to brand the Centennial, to train the committee members in the area of fundraising, to produce a proposal that committee members could leave with prospective partners, and to cover publicity for the Opening Ceremony of the Centennial.

Early on in the process, it became apparent that direct involvement with fundraising and major events production by city employees would present some compromising scenarios. In order to maximize the potential for fundraising and limit the city's liability, a non-profit corporation called Celebrate Milwaukie Inc (CMI) was registered to support the efforts of the committee and serve as the financial mechanism for the Centennial. Staff in Neighborhood Services has provided creative, clerical, planning and coordinating support to the Centennial committee and to the fledgling organization, though no additional city funds have been budgeted for the project.



At this point, the Centennial project, a collaboration of the City, CMI, the Chamber and other community groups and businesses, has raised \$59,650 in cash contributions and sponsorships and another \$20,420.0 in the value of in-kind donations or volunteer time. The city did incur some additional expenses for the Opening Ceremony. These have come out of the Neighborhood Services budget and the City Council budget. This was negotiated with CMI as a fair compromise, given the extent to which this particular Centennial event involved the City Council, the first Council meeting, and the historic significance of the city's incorporation.

The City is struggling to solve a deficit problem and the Neighborhood Service Manager will be resigning at the end of the fiscal year. In addition, the Centennial plans call for a 3-day celebration in June, a fireworks display in July, and possibly a series of boat races and relay races later in the summer. These events will all require permits for their impact upon public rights of way or their crowd management requirements.

The situation poses obvious resource accountability and liability concerns. The appropriate degree and form of city support for the Centennial, who among the staff should provide support, and the exact limitations on city involvement, are policy and management questions that need clarification. The Centennial committee, other community volunteers and the staff cannot proceed as a team and be protected from personal liability, at this juncture.

Some issues to consider:

- **Intellectual Property:** The city paid for the development of a Centennial Logo, which means that it is the city's property. This logo has been very successful in that people associate it with the Centennial. It is being used to promote Centennial events and to co-brand with sponsors and other enterprises that are approved by the committee. In order to protect the Centennial from renegade marketing efforts that are not sanctioned by the Centennial committee, the use of a licensing agreement has been suggested. The committee supports this suggestion. This brings up the question of who should handle the licensing agreements - the City or CMI? If the city is handling the licensing, there is a workload impact for staff to shepherd, negotiate and track these agreements. If we have a single license agreement with CMI or another third party, it gives them the ability to sub-license from the city, and the workload is transferable. In the long term, it is possible that the Centennial logo would become the logo for CMI. It has been used on the sponsorship agreements between CMI and individual sponsors and it is the goal of the non-profit corporation to sustain itself as a community fundraising entity in future years beyond the Centennial year.

- **Liability:** The city requires events permits and proof of insurance for these major events. This begs the question, who is applying for the event permit for things like the Summer Celebration, the fireworks display, etc. The applicant must provide proof of insurance and demonstrate that they intend to implement certain safety controls (crossing guards, street barricades, stage parameters, etc). If CMI is applying for the events permit, they will need to show proof of insurance. Alternatively, the city may choose to extend coverage to the applicant in the form of a separate, short-term events policies, or it may choose to be the applicant. If the city is the applicant we still have to meet our own the requirements and there may be separation a staff duties to consider. If the city applying for the permits, there is more staff time involved, than if we are merely reviewing them.
- **Purpose and Value:** There is reasonable debate about whether or not the Centennial project is a worthy public-private endeavor in these harsh economic times. Continued endorsement of this project by the city, and continued support, in the form of staff time or other resources, should be clarified so that the people who are making this effort, whether they are paid staff or volunteers, understand their respective roles, the authority with which they act and the liabilities they are encountering. The council may want to consider the future opportunities that can arise out of a formalized partnership with CMI, on balance of the risks involved in this relationship, absent of a public contract. The city has recently applied for a \$200,000 grant on behalf of CMI to help the community develop a non-governmental fundraising body for long-term community improvement projects that promote active living, such as the riverfront park. Our eligibility for this grant will in large part be determined by how well organized we are as a community and what sort of commitment we have demonstrated to this idea.

#### Concurrence

A rough projection of the staff resources that would be needed to help carry out the Centennial plan was circulated to the committee and department heads in December 2002 for feedback. Department heads were asked to review the projection, help to quantify it, and determine the feasibility of their assistance. The Police Chief registered concerns early on that officers would not be able to provide security for the summer celebration because of the overtime costs to the dept. JoAnn Herrigel offered her continued support for various events and projects, especially related to the Legacy Project. Other departments have not responded or are not as heavily affected, apart from their duties as reviewers of the events permits. The neighborhoods are currently determining their individual contributions to the Centennial via the grants program and the City attorney has advised that the issues raised in this report, be resolved before staff proceed any further.

### Fiscal Impact

To date the city has expended approximately :

\$37,700	in contractual services
1,870	in supplies
32,347	in staff time
<hr/>	
<b>\$71,917.00</b>	

To date the project has raised approximately:

\$59,650	in sponsorship/contributions
4,700	in-kind or donated goods
20,420	in volunteer time
<hr/>	
<b>\$84,770.00</b>	

### Work Load Impacts

*Included Above.*

### Alternatives

The project has successfully leveraged public funds by creating a private sector response and a community in-kind response that exceeds the city's cash commitment, though the staff time to support the project is significant. The community is organizing activities to commemorate the Centennial and leave a legacy. More and more volunteers and organizations are becoming involved in the community. The economy is proving to be an albatross around the necks of prospective givers, but the sponsorships continue to come in as we approach major events. The region is aware of Milwaukie's 100<sup>th</sup> anniversary of incorporation and the past is being celebrated with an eye toward the future. These were the original goals that the Council asked the Centennial Committee and the staff to achieve. In addition to these, we have all learned a lot about each other, about our history, and our future. We are in line for a large grant from the Robert Wood Johnson Foundation and we are also being considered for tourism funding from the County Tourism Development Council.

The City must now determine if it should continue support the project that we started, to what extent and in what form.

The options for how to articulate city support for the Centennial are:

- ☐ Curtail the use of city resources (staff time, supplies, or services) toward the Centennial.

- ❑ Set limits on the quantity and kind of support the city will provide from now to a date certain for re-evaluation. Staff recommends basing these limits on what is fiscally responsible and what the needs of the committee are at this point. It may be worthwhile to re-evaluate the goals of the project at this point as well.

The options for how to clarify the relationship of the City and the Celebrate Milwaukie Inc. organization are:

- ❑ Cease city activity related to the Centennial Celebration.
- ❑ Enter into a public contract with CMI that describes the nature of city support, the rights that CMI has to the intellectual property of the city and kind of reporting or public accountability that the city expects from CMI.
- ❑ Engage the services of a consultant to work with or for CMI and other members of the community on the celebration.

**ADVISORY BOARD INTERVIEWS****Monday, April 14, 2003**

<u>Time</u>	<u>Applicant</u>	<u>Area of Interest</u>
7:00 p.m.	Carlotta Collette	Design & Landmarks Commission
7:10 p.m.	Lisa Batey	Planning Commission Design & Landmarks Commission
7:20 p.m.	Kate MacCready	Park and Recreation Boar
7:30 p.m.	Mark Weidkamp	Design & Landmarks Commission

**CITY OF MILWAUKIE  
APPOINTED ADVISORY BOARD APPLICATION**

Name: Carlotta Collette Date: December 2, 2002  
Street address: 3905 SE Johnson Creek Boulevard, Milwaukie, Oregon, 97222  
Mailing address if different than home address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Home Phone: 503-653-5771  
E-mail address: carlottacollette@attbi.com  
How long have you been a Milwaukie resident? 10 years \_\_\_\_\_  
Are any members of your household currently serving on a City of Milwaukie Advisory Board or Commission? If so, which one. NO  
Are you a registered voter in Milwaukie?  
YES  
How did you hear about the position? Through Pat Duval  
  
Occupation: consultant/writer Employer: Self-employed  
Employer's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Please list any prior civic or professional activities. For 14 years, I was on the public involvement staff of the Northwest Power Planning Council. I was also the Council's executive editor, overseeing all Council correspondence and official communications. Before joining the Council, I was involved with community access cable tv in Portland, helping to coordinate several local access news programs. I also was editor of RAIN Journal of Appropriate Technology, a magazine and resource center that covered community-based projects—community gardens, small businesses, alternate transportation modes, etc.—throughout the world. I am currently a private consultant specializing in public involvement and information on transportation and natural resource projects. I have written extensively on a variety of topics including energy policy, fish and wildlife, architecture, and transportation.

Why have you applied for this position? I am concerned about Milwaukie's future. Milwaukie's economy, its ability to both survive and grow, will depend on strategies and resources brought into play now. Local economic development, downtown planning and implementation of those plans, transportation strategies (including gaining access to Riverfront Park), etc., will all have bearing on this city's future livability.

What special training, skills, or experience have you had that would be pertinent to this application? I am very interested and well read about community infrastructure and design – with a particular emphasis on sustainability. I am also an experienced facilitator and can bring that skill

to the table to help resolve conflicts and motivate cooperation. In addition, I have some contacts in the Portland development community.

Board(s) or Commission(s) in which you are interested, North Main Project Review Committee,  
Budget Committee

Please complete this form fully so City Council can evaluate your application. Thank you for the extra time and effort. Please return to City Recorder's Office, 10722 SE Main Street, Milwaukie, OR 97222, or fax to 653-2444. If you need additional information, please call 786-7502.

Received by City \_\_\_\_\_  
Interviewed \_\_\_\_\_  
Commission \_\_\_\_\_

Information Sent \_\_\_\_\_  
Appointed \_\_\_\_\_  
Term Expires \_\_\_\_\_

Carlotta Collette

Collette Communications

3905 SE Johnson Creek Boulevard

Milwaukie, Oregon 97222

Phone: 503-653-5771

Fax: 503-654-7497

Email: carlottacollette@attbi.com

Carlotta Collette develops and implements public information materials and involvement strategies for government agencies, consulting firms and non-profit organizations. Her areas of focus include energy policy, energy efficiency, renewable resources, fish and wildlife recovery, transportation planning and neighborhood involvement.

Collette has also written extensively on these topics. Recent credits include a special "Oregon Salmon Plan" issue of High Country News, a tabloid on energy conservation in industries for the Northwest Power Planning Council, and a chapter on Oregon's watershed planning efforts for the book: *Across the Great Divide, Explorations in Collaborative Conservation and the American West* (Island Press, 2001).

Partial list of Collette Communication's clients

Oregon Department of Transportation

URS Corporation

PacifiCorp

Northwest Power Planning Council

Northwest Energy Efficiency Alliance

Tennessee Valley Authority

Bonneville Environmental Foundation

Northwest Environmental Advocates

Northwest Gas Association

World Stewards Foundation

Background

- Collette was on the public involvement staff of the Northwest Power Planning Council from 1984 until 1998. Her responsibilities included developing and carrying out regionwide public information and involvement strategies on critical fish and wildlife and energy issues. As senior staff writer and executive editor, Collette reviewed and coordinated all Council official correspondence and publications, speech and editorial writing, and video production.
- Prior to joining the Council, Collette co-produced and was onscreen live reporter for an award winning television news magazine show and a live call-in news talk show for Cablesystems Northwest.
- She was publisher of RAIN Journal of Appropriate Technology from 1979 until 1983, and president of RAIN Umbrella, Inc., a community resource center.
- In her home state of Minnesota, Collette was special projects coordinator for the Center for Local Self-Reliance. Her responsibilities included coordinating a neighborhood-based, 400-home weatherization project, several community-based solar demonstration projects and a special weatherization self-help project for a Native American housing development.
- Previous experience includes community-based group counseling and probation oversight for juvenile offenders in Minneapolis, Minnesota, under the Hennepin County Court System.
- Collette also designed and implemented a community resource network to assist welfare recipients in Hennepin County, Minnesota.

References available on request.



**CITY OF MILWAUKIE  
APPOINTED ADVISORY BOARD APPLICATION**

Name: Lisa M. Batey Date: December 3, 2002

Street address: 11912 SE 19th Avenue, Milwaukie 97222

Mailing address if different than home address: same

Business Phone: 503-353-1825 Home Phone: same

E-mail address: lisa.m.batey@usdoj.gov

How long have you been a Milwaukie resident? Since April 2002

Are any members of your household currently serving on a City of Milwaukie Advisory Board or Commission? If so, which one. no

Are you a registered voter in Milwaukie? yes

How did you hear about the position? Milwaukie Pilot

Occupation: attorney Employer: US Immigration and Naturalization Service

Employer's Address: 425 I Street, NW Washington, DC 20536

Phone: 202-616-7946 is the number for my supervisor, Cristina Hamilton

Please list any prior civic or professional activities: Currently volunteer with Clackamas County Volunteer Connections, offering Russian language expertise for workers and residents of Hillside Manor and Hillside Park. Also a member of the World Affairs Council in Portland.

Past activities in the Washington DC area include volunteering with Arena Stage, active member of the Network of Women in Slavic Studies, and writing for various periodicals, including college newspaper and employer newsletters. Past employment includes private law practice and work abroad on migration policy issues with the International Organization for Migration.

Why have you applied for this position? I am interested in helping work toward smart development in and around downtown Milwaukie, which seems to me an underutilized and underappreciated area with great potential.

What special training, skills, or experience have you had that would be pertinent to this application? I think my legal and public policy background, while not in areas related to development or urban planning, nonetheless equip me well to contribute to the work of Milwaukie committees. I believe I have strong analytical and writing skills which would make me a valuable member of such committees.

WS. 5 6

Board(s) or Commission(s) in which you are interested. I am most interested in serving on committees working on development plans for downtown Milwaukie or the waterfront, but would consider other committees as well.

Please complete this form fully so City Council can evaluate your application. Thank you for the extra time and effort. Please return to City Recorder's Office, 10722 SE Main Street, Milwaukie, OR 97222, or fax to 653-2444. If you need additional information, please call 786-7502.

Received by City \_\_\_\_\_

Interviewed \_\_\_\_\_

Commission \_\_\_\_\_

Information Sent \_\_\_\_\_

Appointed \_\_\_\_\_

Term Expires \_\_\_\_\_

CITY OF MILWAUKIE  
APPOINTED ADVISORY BOARD APPLICATION

WS. 5 7

Name: Kate MacCreedy Date: 2/5/03  
Street address: 3418 SE Roswell  
Business Phone: 503-353-4330 Home Phone: 503-654-1927

How long have you been a Milwaukie resident? 18 yrs

Are any members of your household currently serving on a City of Milwaukie Advisory Board or Commission? If so, which one. no

Are you a registered voter in Milwaukie? yes

How did you hear about the position? from another committee member

Occupation: data analyst Employer: Clackamas County - DTO  
Employer's Address: 9101 SE Sunnybrook Blvd Phone: 353-4330?  
Clackamas OR 97015 (ung phone)

Please list any prior civic or professional activities. no prior civic -  
Served on several committees in work environment.  
Secretary of Safety Committee

Why have you applied for this position? Interest in parks, especially.  
Interested in city, in general. I want to participate  
a bit more than just voting - time to give a little time.

What special training, skills, or experience have you had that would be pertinent to this application? good communication skills + facilitate  
consensus w/ others at work environment  
membership in environmental/conservation groups -  
informational

Board(s) or Commission(s) in which you are interested. Park & Recreation Board

Please complete this form fully so City Council can evaluate your application. Thank you for the extra time and effort. Please return to City Recorder's Office, 10722 SE Main, Milwaukie, OR 97222. If you need additional information, please call 786-7502.

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Received at City Hall \_\_\_\_\_  
Interviewed \_\_\_\_\_  
Commission \_\_\_\_\_

Information Sent \_\_\_\_\_  
Appointed \_\_\_\_\_  
Term Expires \_\_\_\_\_

# CITY OF MILWAUKIE

## APPOINTED ADVISORY BOARD APPLICATION

Name: Mark W. Weidkamp

Date: February 10, 2003

**Street address:** 12638 SE Weedman CT, Milwaukie, OR 97222**Mailing address if different than home address:** PO BOX 220015, Milwaukie, OR 97269-0215**Work:** 503-550-1525**Home Phone:** ~~503-653-6877~~ 503.654.6912**E-mail address:** mark.weidkamp@attbi.com**How long have you been a Milwaukie resident?** 6 months**Are any members of your household currently serving on a City of Milwaukie Advisory Board or Commission? If so, which one?** none**Are you a registered voter in Milwaukie?** Yes - Clackamas /County**How did you hear about the position?** newspaper article/suggestion/recommendation of a neighbor**Occupation:** strategic planning, sales & marketing **Employer:** self**Employer's Address:** see above mailing address **Phone:** see above**Please list any prior civic or professional activities.**

1. Oregon Road Runners Club (ORRC) Volunteer 1970 – 1990 (father was a founder)
2. Assistant to the race Director, Seaside Marathon, 1975-1980
3. Public Address Announcer, Sunset High School 1977-1999, men's/women's Basketball, Men's Football, Winter Classic Basketball Tourneys, etc.
4. Driver, "Coastline Cruisers" all women's Hood to Coast Relay Team, 1981-1993
5. Air Force ROTC, 1981-1982, pilot candidate, Oregon State University
6. Portland Marathon Volunteer, 1971-1992 (father founded the event), also race director
7. Member, Board of Advisors, Hopewell House Hospice – Hillsdale, OR 1985 –present (mother was a co-founder)
8. Youth Group Leader, St. Bartholomew's Episcopal Church, Beaverton, OR 1988-1994
9. Driver, Doernbecher Memorial Dash, Cascade Sports Car Club, Portland International Raceway, 1989-2001
10. Volunteer, Confederate Air Force/Blue Angels, Hillsboro Air Show 1989
11. Volunteer marketing/consulting, Beach Boys Summer's End Tour, Civic Stadium, Portland, OR 1989
12. Oregon Pilots Association summer's end event volunteer, 1997
13. First Aid/Lost & Found Logistics Specialist, Hillsboro Air Show, 1997-1999
14. Driver/volunteer, Multnomah Days Parade, Santa's Christmas Breakfast, etc.
15. Member, Vestry Board, St. Bartholomew's Episcopal Church, Beaverton, OR 1992-1996
16. Chairman, Strategic Long Range Planning Committee, St. Barts, 1992-1993

17. President, Cruzin for Hope, Inc. (not for profit fund raising organization) 1996 – present
18. Grounds Crew, Fred Meyer Challenge 2001-2002
19. Various volunteer/donated freelance photograpy for Jr. high & high school yearbooks,  
Portland Trailblazers, ORRC, Sunset High School Women's Cross Country Team  
Photographer, Portland Marathon, Seaside Marathon, Cascade Run-off, Hood to Coast  
Relay, Spruce Goose Inaugural Event, Evergreen Air Museum, Portland 200, Long Beach  
Grand Prix, Hillsboro Air Show, various running, auto racing, and snow mobile  
magazines, etc., weddings & events for low income families & organizations.

**Why have you applied for this position:**

I believe that I have valuable experience that will help shape the future of our city for the next 100 years, or so.

**What special training, skills, or experience have you had that would be pertinent to this application?**

Commercial & Residential real estate development (US & Mexico) , strong & successful business background, strategic & business planning acumen & experience, sales & marketing acumen, strong communications & negotiation skills, contagious enthusiasm, and I enjoy working with people to bring forth results beyond expectations while having fun every step of the way.

**Board(s) or Commission(s) in which you are interested?**

Development & Landmarks Commission

Please complete this form fully so City Council can evaluate your application. Thank you for the extra time and effort. Please return to City Recorder's Office, 10722 SE Main Street, Milwaukie, OR 97222, or fax to 653-2444. If you need additional information, please call 786-7502.

Received by City \_\_\_\_\_  
Interviewed \_\_\_\_\_  
Commission \_\_\_\_\_

Information Sent \_\_\_\_\_  
Appointed \_\_\_\_\_  
Term Expires \_\_\_\_\_



**To:** Mayor and City Council

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

**From:** Jeffrey King, Project Manager *JK*

**Subject:** Update On Transportation Maintenance Fee Project

**Date:** March 27, 2003 for April 14, 2003 meeting

**Action Requested**

1. Review and discuss information presented. A project consultant from the County will be available to provide an update on the county-wide transportation fee project.
2. Give staff direction on whether to proceed with research, community input gathering and fee proposal refinement. Proposal to be submitted to City Council for consideration at a future date.
3. Give staff direction on whether to proceed jointly with a Clackamas County proposal or independently with a Milwaukie only program.

**Background**

Since May of last year, the several cities and Clackamas County, with the assistance of transportation consultants, have been jointly reviewing the feasibility of enacting a Transportation Maintenance Fee to help address the deterioration of the local road system. The Clackamas County Coordinating Committee (4-C Group), a group of elected officials in the cities and the county who meet monthly to review matters of transportation and land use, is overseeing the study

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The City of Milwaukie has approximately 75 miles of roads with a value in excess of \$90 million. Like most cities, Milwaukie has strived to maintain and protect its investment. However, due to several factors, the City's roads are deteriorating quickly. Milwaukie has not been able to keep up with needed maintenance and capital improvements. Some of the causes include:

- Decreasing gas tax revenues to Milwaukie as autos have become more fuel-efficient. Additionally, the gas tax has not been increased since 1993.
- Property taxes not spent on roads. Declining city budgets lack the funds for road improvements. Over the last number of years, road improvements have been limited to pothole repairs or the occasional grant funded project.
- There are more cars and trucks on the road than ever.

As a result Milwaukie has built up a multi-million dollar backlog of road improvement capital projects. In 1995 a Pavement Management System report was completed for the City of Milwaukie. This report detailed the conditions of the City roads at the time. At that point Milwaukie was just on the cusp where roads were adequate but slowly declining. Since then distress and quality of the roads show serious problems. Using a very conservative estimate of 25% decline in the eight years since the PMS report, a number of indicators show the magnitude of the problem.

- **Surface Distress Index:** Measures surface condition of road in terms of type, severity and extent of distresses. A value of 10 indicates no distress, while 7.5 marks the point at which distresses are significant. In 1995 the mean rating was 8.5. Assuming a 25% decline in 2003 it is projected to be 6.4
- **Riding Comfort Index:** Measures the roughness of the pavement. A value of 10 means an extremely smooth ride. Values in the 4.5 to 6.5 range indicate that pavement is becoming in need of rehabilitation. In 1995, the mean value was 6.6. In 2003 it is projected to be 5.0.
- **Structural Adequacy Index:** Measures how adequate the current pavement structure is to support the traffic presently using it. A value less than 5.0 indicates the pavement is too weak and will show signs of premature failure. In 1995 the mean value was 7.0. In 2003 it is projected to be 5.3
- **Pavement Quality Index (PQI):** Measure of the overall serviceability provided by a pavement to the end user. Best overall indicator as it takes into account the other factors listed above. A newly constructed road has a PQI value of 9.5-10. The PQI level at which pavement becomes in need of rehabilitation is in the 4.0-7.0 range. In 1995 the average PQI was 7.3. In 2003 it is projected to be 5.5.

Rapidly deteriorating roads have major consequences for Milwaukie over time:

- Loss of commerce and higher costs for transport.
- Damage to vehicles, increased hazards, lowered safety, inefficient transportation and more congestion for Milwaukie residents.
- Lower quality of life.
- Substantial future costs. Because of the delays in capital maintenance, improvements that would have cost \$1 per unit at 75% of life now cost \$5 per unit at 12% of remaining life of the road.

Since early 2002 Clackamas County and a number of cities have been examining the feasibility of a Transportation Maintenance Fee. The cities and the county have meeting though the creation of a Technical Advisory Committee with representation from participating cities. This group has also shared costs of a professional transportation consultant. The benefits envisioned of such a joint approach included development of a common ordinance, a uniform fee, streamlined administration and the recognition that the road distress problems are occurring throughout the county. The County has since established a TMF Advisory Committee, which consists of a wide range of business leaders. Members from Milwaukie are also represented.

The County-wide Concurrency Committee and Transportation Adequate Financing Subcommittee of the Clackamas County Commission recommended this fee-based approach to meet local needs over other revenue sources. This is the result of the following considerations:

- Cost-of-service approach is seen as equitable cost recovery.
- Fee provides reliable and dedicated revenues for transportation
- It is a self-sufficient funding program
- Funds specifically earmarked for transportation maintenance.
- All fees collected by City will be spent only in City.
- Nine communities in Oregon currently have a Transportation Maintenance Fee and two more are pending. Thus fee program has a track record and has been refined.

### **Concurrency**

Community Development, Planning, Engineering and Street Department have been working with the County Technical Advisory Committee in developing a possible fee strategy in Milwaukie.



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### **Fiscal Impact**

Research, refinement and community input phase would have minimal fiscal impact. The proposed Community Development Administration budget includes possible consultant dollars that may be needed to proceed with the project.

### **Work Load Impacts**

Research, refinement and community input phase can be handled adequately with existing staff and is part of the existing Community Development work program. Staff may elect to use a consultant if further refinement is needed on the fee methodology.

### **Alternatives**

- Authorize staff to proceed with fee proposal development and continue with joint city-county process.
- Authorize staff to proceed with fee proposal development but with independent Milwaukie process.
- Consider other funding sources or methods to address deteriorating road system.
- Not proceed at this time with any funding program or method to address deteriorating road system.



TO: Mayor and Council  
FROM: Mike Swanson, City Manager  
DATE: April 7, 2003  
RE: Municipal Judge Contract

### **ACTION REQUESTED**

Direction on your desires with respect to the Municipal Judge position. The current contract expires on June 30, 2003.

### **BACKGROUND**

Section 10, Milwaukie Charter of 1975 lists the "appointive officers" of the City as the "city manager, city attorney, and municipal judge." That section further states that "[e]ach such officer is appointed and removed by a majority vote of the entire council. In the case of the municipal judge, the council may designate a state court to perform the judicial functions of the city."

Section 28(a), Milwaukie Charter of 1975 further states that "[t]he municipal judge shall be the judicial officer of the city. The municipal judge shall be appointed by and hold office during the pleasure of the council."

Judge Gray's current contract is for a period of one year and expires on June 30, 2003. (copy attached) It is time to explore the Council's desires with respect to the future of that position. We can renegotiate a contract with Judge Gray or circulate an RFP to see if there is any interest in the legal community. Section 28(a), Milwaukie Charter of 1974 requires that the Municipal Judge "be a member in good standing of the Oregon State Bar during the entire term of office."

## **CITY OF MILWAUKIE, OREGON**

### **PERSONAL SERVICES CONTRACT**

THIS AGREEMENT made and entered into this 2<sup>nd</sup> day of July 2002, by and between the CITY OF MILWAUKIE, a municipal corporation of the State of Oregon, hereinafter called CITY, and Ronald L. Gray hereinafter called CONTRACTOR.

#### **WITNESSETH:**

WHEREAS, CITY has need for the services of an attorney with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

WHEREAS, City Council has determined that Ronald L. Gray is qualified and capable of performing the professional services as CITY does hereinafter require, under those terms and conditions set forth:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

#### **1. SERVICES TO BE PROVIDED:**

CONTRACTOR agrees to perform the services of Municipal Court Judge for the City of Milwaukie, Clackamas County, Oregon.

#### **2. 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, 2003. All work under this agreement shall be completed prior to the expiration of this agreement.

#### **3. COMPENSATION:**

CITY agrees to pay CONTRACTOR up to \$1,500 per month for performance of those services provided herein. CITY also agrees to reimburse CONTRACTOR for necessary and normal expenses that are incident to performance of the services specified herein.

Payments by CITY to CONTRACTOR shall be based upon the following applicable terms:

- i. Payment will be made in monthly installments of \$1,500 payable on or before the last working day of each calendar month.
- ii. City shall establish an annual budgeted amount of \$500.00 each fiscal year for pro tem judge costs. Any such cost shall be charged against this amount until \$500.00 has been expended in any fiscal year. Any pro tem costs above this amount shall be charged against the monthly compensation paid to the CONTRACTOR.

- iii. The CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

**4. 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.

**5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:**

CONTRACTOR certifies that:

- i. 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; and, 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.
- ii. 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.

- iii. CONTRACTOR certifies that it currently has a City of Milwaukie Business License or will obtain one prior to delivering any services under this agreement.

**6. INDEMNIFICATION:**

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

CONTRACTOR agrees to indemnify and defend City of Milwaukie, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the CITY and its employees. Such indemnification shall also cover claims brought against the City of Milwaukie under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

It is understood by Contractor that in the event Contractor through their action or inaction injures, damages or otherwise diminishes the value of property owned by the City (beyond that incident to normal wear and tear), Contractor agrees to pay City upon written demand by the City, the amount necessary to restore, repair or replace said property. Contractor further agrees that in the event City has monies owing to Contractor on this project or otherwise, Contractor agrees City may retain any amount City reasonably deems necessary to cover any costs associated with the damage, injury or diminished value until Contractor either pays the City or other arrangements satisfactory to the City are made. In the event said arrangements cannot be made within thirty (30) days of the City's written notice, the City may set-off any or all of the disputed amount from any amounts owed.

**7. INSURANCE:**

CONTRACTOR shall maintain Professional Liability Insurance as required by the Oregon State Bar. Proof of insurance shall be provided before work commences to:

City Recorder  
City of Milwaukie  
3200 SE Harrison  
Milwaukie, OR 97222

Ten days cancellation notice shall be provided CITY by Certified Mail to the City Recorder at the address listed above in event of cancellation or non-renewal of the insurance.

**8. 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, Oregon 97222

**CONTRACTOR:**

Ronald L. Gray  
814 7<sup>th</sup> Street #6  
Oregon City, OR 97045

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

**9. 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.

**10. TERMINATION WITHOUT CAUSE:**

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

**11. TERMINATION WITH CAUSE:**

If CONTRACTOR fails to perform any of its obligations under this contract, within the time and in the manner provided, or in the event of any of the following: insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR; or an assignment for benefit of creditors of CONTRACTOR, or otherwise violates any of the terms of this Agreement, CITY may terminate the Agreement by giving CONTRACTOR written notice stating the reason for the termination. If CITY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees

specified in the Agreement as the services satisfactorily rendered by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damage, if any, sustained by CITY due to the breach of the Agreement by CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

A. CITY may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by CITY, under any of the following conditions:

- I. if CITY funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- II. if federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement.
- III. if any license or certificate required by law or regulation to be held by CONTRACTOR, its subcontractors, agents and employees to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- IV. if CONTRACTOR becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against CONTRACTOR, if a receiver or trustee is appointed for CONTRACTOR, or if there is an assignment for the benefit of creditors of CONTRACTOR.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. CITY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate the whole or any part of this agreement:

- I. if CONTRACTOR fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- II. if CONTRACTOR fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from CITY, fails to correct such failures within ten (10) days or such other period as CITY may authorize.

The rights and remedies of CITY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

If CITY terminates this agreement under paragraph (B), CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this agreement as the services satisfactorily rendered by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by CITY due to breach of contract by CONTRACTOR. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**12. 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 disenabled, 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 disenabled 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. CONFLICT BETWEEN TERMS:**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.



**19. 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.

**20. 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 MILWAUKEE)

By:  Mike Swanson, City Manager

CONTRACTOR

By:  Ronald L. Gray



**TO: Mayor and City Council**  
**FROM: Mike Swanson, City Manager**  
**DATE: March 31, 2003**  
**RE: Attached Letter Re School Resource Officer**

### **ACTION REQUESTED**

Direction on whether or not to pursue the full compensation for the School resource Officer assigned to Rowe Middle School.

### **BACKGROUND**

Last year Chief Kanzler and I notified Council that we were removing the School Resource Officer from full-time duty at Rowe Middle School. Coverage would remain on an as needed basis. Council desired to retain the full-time School resource Officer status and requested that I contact the District and inquire as to its desire to share in the cost of the officer. The District agreed that full-time coverage was desirable and agreed to pay roughly half of the cost, or \$35,000.

That encompassed the extent of the "agreement." In fact, upon receiving the invoice for the full amount, Ron Naso called me and asked that it be billed quarterly. We adjusted our billing practice to do so. The point is that we have been handling "contract terms" on a case-by-case basis.

The attached letter is one such term. I am more than willing to make the determination, and will do so, but I would like some input from Council before my final decision.

One final note. The District is considering whether or not to include the School Officer budget amount in its FY 2003-04 budget. As of this date I am proposing it as a revenue to the General Fund and am proceeding with the assumption that the District will include it and Council continues to desire it.

However, I also believe, as I did before, that we should vest in the Chief the power to deploy the forces of the Department as he deems necessary to meet

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the challenges faced by the City. That was my original reason for approving of the reassignment of the School Resource Officer. He may well deem that assignment to be in the best interests of the City, and, if so, he will make it. If, however, there are other challenges that need to be met, I believe that we need to give him the power to meet them.

deploymentmemo

Toward A New

**Excellence**

*North Clackamas Schools*

**NORTH CLACKAMAS SCHOOL DISTRICT**

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4444 SE Lake Road · Milwaukie, Oregon 97222  
503-653-3604 Fax: 503-653-3627  
dierdorff@nclack.k12.or.us

William H. Dierdorff, Ed.D.  
*Director of Business Support Services*

March 26, 2003

Finance Director  
City of Milwaukie  
10722 SE Main Street  
Milwaukie OR 97222

Re: School Resource Officer

North Clackamas School District pays for a portion of the School Resource Police Officer based at Rowe School. Due to cut backs in state funding, the school year will be five days shorter than expected – 171 days rather than 176 days.

Would you please adjust your final invoice to reflect the reduction. The total amount paid by North Clackamas School District is \$35,000 for 176 days or \$198.86 per day. The adjustment should total \$994.30 for the five days.

Thank you for your assistance.



W. H. Dierdorff, Director  
Business Support Services

rp

cc: Elaine Drakulich  
Accounts Payable