

MILWAUKIE CITY COUNCIL
WORK SESSION
FEBRUARY 5, 2001

The work session came to order at 6:00 p.m. in the City Hall Conference Room.

City Council present: Council President King and Councilors Lancaster, Marshall, and Newman.

City staff present: City Manager Pro Tem Swanson; Assistant City Manager M. Bennett; Planning Director Rouyer; Neighborhood Services Manager Gregory; Program Specialist Wachs; and Information Specialist Wheeler.

Information Sharing

The group discussed the proposed Metro Greenspaces levy and project funding. **Councilor Newman** felt funds should be dedicated to capital projects determined by the local jurisdictions and not used for operations. **Councilor Marshall** supported a Greenspaces levy.

Art Ball asked Council to consider funding the Stanley/Willow Park master plan in the Lewelling neighborhood in order to move the property from its current land bank mode. The Plan, which will cost between \$8,000 and \$10,000, is the first step in starting some of the improvements. The estimate total completion cost of the park project is \$130,000. Bringing water to site for plantings will cost about \$5,000.

Swanson said there are certain property acquisition issues which may affect this request.

Johnson Creek Watershed Presentation

Council President King introduced **Maggie Skenderian**, City of Portland, Bureau of Environmental Services and **Jeff Eubel**, US Forest Service and Johnson Creek Watershed Council President.

Eubel gave an overview of the *Johnson Creek Restoration Plan*. The section of this 26-mile creek within Milwaukie are important to fish spawning and provides a refuge area during times of poor water quality in the Willamette. The major emphasis of the Plan is to restore the floodplain as well as provide over-wintering areas for the fish. In addition, there are numerous opportunities to replant the riparian areas. He showed a video tracing Johnson Creek's history.

Skederian noted the work started in 1991, and, in 1995, the *Johnson Creek Resource Management Plan*, describing resources in a comprehensive manner, was adopted. Restoration activities are voluntary, and the Watershed Council works to coordinate the various jurisdictions and seeks grants.

Councilor Lancaster was concerned jurisdictions upstream from Milwaukie were similarly committed to the restoration project.

Councilor King said, as an executive board member, she has seen this multi-jurisdictional project grow and gather support from Rep. Blumenauer and FEMA. There is a greater possibility of funding if all of the jurisdictions work together. Both she and R. Bennett are active with coordinating activities.

Eubel added Johnson Creek in Milwaukie is an important site because it is near the Willamette and is fed by cool spring water.

Citizen and Youth Involvement Projects

Wachs discussed three programs, Citizen Involvement Board, government education series, and youth development, and outlined possible implementation strategies.

Councilor Newman suggested contacting Southeast Uplift and Portland State University regarding classes on citizen involvement.

Councilor Lancaster asked if any curriculum credits were offered to students involved with youth councils.

Wachs understood there could be a link with next year's senior project requirement. He spoke with the Milwaukie High School student leadership, and members were receptive.

Councilor Newman felt there could also be a collaborative effort with the Parks District.

The group discussed other youth involvement programs implemented by cities in the region and the amount of staff time required to get projects started.

Councilor Lancaster asked to what extent parents would be involved. If parents acted in a supporting role, two segments of the community could be reached through one effort.

Wachs believed youth should be given ownership and responsibility for success and not directed too much.

Councilor Marshall was supportive of education series followed by the Citizen Involvement Board then youth development.

Councilor Newman suggested continuing citizen involvement efforts through the Neighborhood District Associations (NDA) and leadership meeting rather than creating a new advisory board.

Councilor Marshall suggested a Citizen Involvement Committee could alleviate some staff workloads.

Councilor Lancaster was interested in forming project groups with defined goals to be completed within a specified amount of time but not increasing the number of appointed advisory boards.

Councilor King felt educating citizens should be a priority.

Councilor Marshall agreed training is essential. He wanted citizens to be more involved and make more decisions so Council could work more on the state and county levels.

Councilor Newman saw youth involvement and training going hand-in-hand. The NDAs are already a good apparatus for citizen involvement.

The group discussed the aspects of Martin County, Florida's Citizens Academy and Resource Education Series (CARES) and the applicability to Milwaukie. All agreed educating the public was critical, and the process of laying out the functions of each department could help in the class/comp study, transforming, and budgeting projects.

Swanson saw this as building trust, educating, developing citizen capacity, and increasing youth involvement in the training program. Local chambers of commerce frequently sponsor training programs.

Direction: Prepare an education series proposal for Council review in one month that includes a youth track.

Tree Committee Charge

Rouyer recommended a clear statement of the Committee's charge and work program. She suggested the group meet four times to prepare findings and conclusions within a four-week time period. She further suggested the Committee review the draft Urban Forestry ordinance sections relating to regulation of tree cutting on public property, protection of tree resources on private property including the possibility of incentive programs, and protecting significant, historical trees. The desired outcome might be findings and conclusions from which to prepare an ordinance for Council adoption.

The group felt there should be some flexibility in the number of times the Committee would meet within the given time period. Some work could be done by subgroups without a staff person attending.

Councilor Marshall suggested the Committee charge include consideration of tree maintenance/pruning codes.

The group discussed the member selection process and the general consensus was a 5 to 7 person committee.

Other

The group discussed a recent action by the Clackamas County Board of Commissioners that placed the Sunrise Corridor Project in front of the Harmony/Linwood intersection improvements for funding.

Councilor Marshall urged the community to speak up on this issue. The Sunrise Corridor project puts further stress on an already inadequate intersection.

Bennett suggested joining with the other Clackamas Cities to develop a strategy for working with the County. There are negative consequences for communities like Milwaukie when construction takes place on the outskirts. Rhode is the current Clackamas Cities representative to Joint Policy Advisory Committee on Transportation (JPACT), and Councilor Newman is the alternate. Linwood/Harmony is a county intersection, so the Commissioners consider it a trade.

Swanson recommended taking two actions: Council makes direct contact with the County to say this is not a supportable substitution, and Clackamas Cities JPACT representatives gathering support for the cities' positions.

Councilor Lancaster saw the trade as irresponsible and was concerned the County had no dialogue with the City.

The group discussed the importance of preliminary engineering in further project funding.

Direction: Bennett will prepare a letter to the Clackamas County Board of Commissioners for the Council President's signature.

Swanson further suggested Clackamas Cities discuss the issue and develop an urban position on something that affects a lot of jurisdictions.

Swanson announced the Council would meet in executive session pursuant to ORS 192.660 to discuss potential litigation.

Adjournment

The work session ended at 7:55 p.m.

Pat DuVal

Pat DuVal, Recorder

Rosemary A. Crites

Madam Councilperson, Councilmen and citizens of Milwaukie:

My name is Rosemary Crites. My family has resided in Milwaukie since 1949. With the passing of my parents a couple years ago I decided to keep my family home. I definitely have a vested interest in seeing that Milwaukie is a safe and progressive town. Over the years I've witnessed the city going downhill. If anything it is a joke. There is no personality or substance to this town.

For years the city government has been a cesspool of political cronyism and backroom deal making. The average citizen feels impotent and apathetic, feeling that decisions are out of their hands, which may I add, has and is the case.

The "Transit Committee" selection process is a prime example of the nepotism that runs rampant at City Hall. At the City Council meeting July 10, 2000, you the Council members decided to create an eight member Selection Committee to help draft the request for proposals and then to evaluate the private sector's submitted proposals. Interested citizens were asked to submit an application noting reasons for their interest in being on this committee and what they could contribute. It is my understanding that the "Transit Committee" was hand picked by Mayor Carolyn Tomei. This committee consists of:

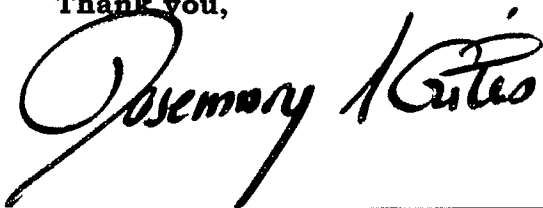
- **Don Trotter, chair of the committee who is an ex-councilman and who was recalled by the citizens of Milwaukie**
- **Gary Michael, now ex-mayor Carolyn Tomei's husband. This is a grievous conflict of interest.**
- **An absentee landlord**
- **Four members representing government agencies**
- **One concerned citizen of Milwaukie**

It appears that 85% of this committee are more interested in promoting personal ambitions, both political and financial, than in serving the interests of the taxpayers in the City of Milwaukie. Why are these meetings scheduled between 3-5:00PM? Most business owners and Milwaukie citizens cannot attend these meetings because they work. This is another example of not involving the community.

I suggest that this committee is disbanded and a new committee formed made up of Milwaukie business owners and citizens.

I fully understand that greed and dirty politics are acceptable at the Federal level, but we the citizens of the community of Milwaukie deserve better.

Thank you,





To: City Council

From: Alice Rouyer, Planning Director *AR*

Subject: Regular Session Agenda Item III(D) "McLoughlin State Transportation and Growth Management Grant Intergovernmental Agreement": Final IGA

Date: February 5, 2001

Meeting Date: February 6, 2001

Action Requested

Please add this attachment to your memo for Agenda Item III(D). The IGA in your Council packet is a draft. This attached IGA is the final copy. I will be available to answer any questions at the Tuesday, February 6, 2001 meeting.

INTERGOVERNMENTAL AGREEMENT

City of Milwaukie, McLoughlin Boulevard Retrofit: Issues Analysis and Scoping

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT", and City of Milwaukie, hereinafter referred to as "City".

RECITALS

1. The Transportation and Growth Management Program, hereinafter referred to as the "TGM Program", is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objectives of these projects are to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact, pedestrian, bicycle, and transit friendly urban development.
3. This TGM grant is financed with federal Transportation Equity Act for the 21st Century (TEA-21) funds. State General funds are used as match for TEA-21 funds.
4. By authority granted in ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement, or their officers or agents have the duty or authority to perform.
5. The City has been awarded a TGM grant which is conditional upon the execution of this agreement.
6. The parties desire to enter into this agreement for their mutual benefit.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERM OF AGREEMENT; DEFINITIONS

1. The beginning date of this agreement is that date on which all parties have signed. The termination date of this agreement is June 30, 2001.
2. The **project** is described in Exhibit A attached hereto and by this reference made a part hereof.

3. The **total project cost** is the sum of qualified costs incurred by the City and the personal services contractor(s) for this project.
4. The **grant amount** is the sum of the City's amount (defined below) and the personal services contract amount (defined below) payable by ODOT. The grant amount shall not exceed \$60,000.
5. The **City's amount** is the maximum amount payable by ODOT to City for the project and shall not exceed \$0.
6. The **personal services contract amount** is the amount payable by ODOT to a personal services contractor(s) and is equal to the total amount payable for all deliverables described in Exhibit A for which the personal services contractor(s) is identified as responsible. The personal services contract amount is \$60,000.
7. City's **matching amount** is the maximum amount of matching funds which the City is required to expend to fund the project and is 10.27% of the total project cost, or up to \$6,867.
8. **Qualified costs** are direct project costs, including matching amounts, incurred by the City and personal services contractor(s) during the term of this agreement.
9. **Direct project costs** are costs which are directly associated with the project. These may include the salaries and benefits of personnel assigned to the project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not direct project costs. Any jurisdiction or Metropolitan Planning Organization that has federally approved indirect cost plans may treat such indirect costs as direct project costs.

CITY REPRESENTATIONS, WARRANTIES, AND COVENANTS

1. City shall perform the work and provide the deliverables described in Exhibit A, for which City is identified in Exhibit A as being responsible.
2. City shall be responsible for any nonqualifying costs associated with the work described in Exhibit A and any costs above the City amount.
3. City shall perform the work identified in Exhibit A as City's responsibility under this agreement as an independent contractor. City shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform any work identified in Exhibit A as City's responsibility and for providing for employment-related benefits and deductions that are required by law, including, but not limited to,

federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

City shall be responsible, to the extent permitted by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

4. City shall present cost reports, reimbursement requests, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall not submit requests for payment that exceed the City's amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
5. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:
 - a. Meet with the ODOT's Contract Administrator; and
 - b. Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the project.
6. City shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this agreement to perform examinations and audits and make copies, excerpts and transcripts.
7. City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.
8. City shall not enter into any subcontracts to accomplish work described in Exhibit A, unless written approval is first obtained from ODOT.
9. If ODOT engages a personal services contractor(s) to accomplish work described in Exhibit A, City shall:
 - a. Provide ODOT's Contract Administrator with the opportunity to participate in the personal services contractor selection;
 - b. Select personal services contractor(s) in accord with ODOT procedures, and advise ODOT of City's recommendation;

- c. Provide ODOT's Contract Administrator with the opportunity to review and approve personal services contractor's work, billings and progress reports; and
 - d. Provide a project manager to:
 - i. be City's principal contact person for ODOT's Contract Administrator and the personal services contractor for the project;
 - ii. monitor and coordinate the work of the personal services contractor;
 - iii. review and approve bills and deliverables (work products) produced and submitted by the personal services contractor; and
 - iv. advise ODOT's Contract Administrator regarding payments to the personal services contractor.
10. City acknowledges and agrees that City shall not be reimbursed for, and shall not request reimbursement for, project costs or expenses related to this agreement which are incurred prior to the execution of this agreement.
11. All project work products of City that result from this agreement are the exclusive property of ODOT. ODOT and City intend that such work products be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, the work products are not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the work products, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT.

City forever waives any and all rights relating to the work products, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any work products for distribution upon request to members of the public.

12. City shall ensure that any work products produced pursuant to this agreement include the following statement:

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Transportation Equity Act for the 21st Century (TEA-21), local government, and the State of Oregon funds.

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

13. City shall submit two hard copies of all final products produced in accordance with this agreement to ODOT's Contract Administrator, unless otherwise specified in Exhibit A. City shall also submit to ODOT's Contract Administrator all final products produced in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on IBM-compatible 3.5" computer diskettes. The Oregon Department of Land Conservation and Development may display appropriate products on its "home page".
14. City shall submit to ODOT's Contract Administrator all payment claims within 45 days after the termination date of this agreement.
15. Within 45 days after the termination date of this agreement, City shall provide, in a format provided by ODOT, a completion report. The report shall contain:
 - a. A summary of qualified costs incurred for the project, including reimbursable costs and matching amount;
 - b. The intended location of records (which may be subject to audit);
 - c. A list of final deliverables; and,
 - d. Prepare payment requests to ODOT's Contract Administrator for reimbursement.
16. Within 45 days after the termination date of this agreement, City shall pay to ODOT the matching amount less previously reported qualifying matching amount. ODOT shall use any funds paid to it under this paragraph to substitute for an equal amount of federal TEA-21 funds used for the project or use as matching funds.
17. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, as amended from time-to-time, which are incorporated by reference herein.
18. Without limiting the generality of the foregoing, City expressly agrees to comply with:
 - a. Title VI of Civil Rights Act of 1964;
 - b. Section V of the Rehabilitation Act of 1973;
 - c. The Americans with Disabilities Act of 1990 and ORS 659.425;
 - d. All regulations and administrative rules established pursuant to the foregoing laws; and,
 - e. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

19. City, and all employers working under this agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
20. City represents and warrants to ODOT that:
 - a. it is duly formed and operating under applicable State of Oregon law;
 - b. City has full legal right and authority to execute and deliver this agreement and to observe and perform its duties, covenants, obligations and agreements hereunder and to undertake and complete the project;
 - c. the agreement has been authorized pursuant to its official action that has been adopted and authorized in accordance with applicable state law;
 - d. the agreement is duly authorized and executed and delivered by an authorized officer(s) of City and constitutes its legal, valid and binding obligations enforceable in accordance with its terms;
 - e. the authorization, execution and delivery of the agreement by it, the observation and performance of its duties, covenants, obligations and agreements hereunder, and the undertaking and completion of the project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgement, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or assets; and,
 - f. the statement of work attached to this agreement as Exhibit A has been approved by ODOT's Contract Administrator.

ODOT COVENANTS

1. ODOT shall reimburse City for qualified costs for work described in Exhibit A, up to the City's amount.
2. ODOT shall make interim payments within 45 days of satisfactory completion (as determined by City's project manager and ODOT's Contract Administrator) of deliverables identified as being the City's responsibility in the approved statement of work, described in Exhibit A. Subject to the 10% withholding described in paragraph 3, below, the amount of the interim payment for a deliverable will be the qualified costs in the payment request. The balance due to City under this paragraph shall be payable within 45 days of ODOT's Contract Administrator's approval of the completion report described in paragraph 14 of City Representations, Warranties, and Covenants.
3. Further, ODOT reserves the right to withhold payment equal to 10% of the total project amount until all work required hereunder (and under any personal services

contract(s) related to the project) is completed and accepted by the ODOT's Contract Administrator.

4. ODOT shall limit reimbursement of travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.
5. ODOT certifies that, at the time this agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this agreement within the appropriation or limitation of its current biennial budget.
6. ODOT will provide City the statements of proposal for the City's project that meet the minimum requirements of the Request for Proposals, advertised by the Transportation Growth Management Program for this project.
7. ODOT will assign a Contract Administrator for this agreement who will be ODOT's principal contact person regarding administration of this agreement.
8. If ODOT engages a personal services contractor(s) to perform the work described in Exhibit A, it agrees to pay personal service contractor(s) the personal services contract amount, subject to the terms and conditions of the applicable personal services contract(s).
9. If ODOT engages a personal service contractor(s) to complete work described in Exhibit A, ODOT's Contract Administrator shall:
 - a. At his/her discretion, participate in selection of a personal services contractor(s), monitor personal services contractor's work, review and approve personal services contractor billings and progress reports; and
 - b. Prepare and obtain execution of a personal services contract(s).

GENERAL PROVISIONS

1. Budget modifications and major adjustments from the work described in Exhibit A must be processed as an amendment to this agreement and personal services contract(s).
2. This agreement may be terminated by mutual written consent of all parties. ODOT may terminate this agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:
 - a. Failing to complete work specified in Exhibit A within the time specified in this agreement, including any extensions thereof, or failing to perform any of the provisions of this agreement and City does not correct any such failure within

10 days of receipt of written notice or the date specified by ODOT in such written notice.

- b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.
- c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided for in this agreement.

Any termination of this agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

3. As federal funds are involved in this grant, Exhibits B and C are attached hereto and by this reference made a part of this agreement and are hereby certified to by City's representatives.
4. Except as otherwise expressly provided in this agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
5. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (and/or any other agency or department of the State of Oregon) and City that arise from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
6. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been

obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this agreement shall not constitute a waiver by ODOT of that or any other provision.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2, in which the Director grants authority to the Branch and Region Managers to approve and execute agreements for projects included in the Statewide Transportation Improvement Program.

City

City of Milwaukie

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Craig Greenleaf, Deputy Director
Transportation Development Division

Date: _____

Alice Rouyer
City of Milwaukie
10722 SE Main St.
Milwaukie, OR 97222
Phone: 503-786-7502
Fax: 503-652-4433

Ross Kevlin, Contract Administrator
Transportation and Growth Management Program
123 NW Flanders
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Phone: 503-731-8232
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E-Mail: ross.kevlin@odot.state.or.us

EXHIBIT A

Background

The City of Milwaukie (City) has requested and received funding for a boulevard retrofit project on McLoughlin Boulevard between Highway 224 and River Road. This segment is adjacent to the City's downtown/town center to the east, and to the west, riverfront land that is planned for a park, intended to be a major downtown amenity to stimulate redevelopment. The \$1.9M construction award is in Metro's Transportation Improvement Plan (MTIP) and the State Transportation Improvement Plan (STIP) as a locally sponsored project. The funds are programmed for FY 2003. In addition to a \$50,000 Transportation and Growth Management (TGM) grant allocation to address this segment of McLoughlin, the Oregon Department of Transportation (ODOT/Agency) has committed \$100,000 toward preliminary engineering for the boulevard project. Because the boulevard retrofit project is locally initiated, ODOT policy stipulates that the local government, not ODOT, leads the design and preliminary engineering of the project, but that ODOT has authority to approve this work. ODOT will be a partner in this project, providing technical information and assistance to the City and Contractor, and reviewing interim and final products.

For some years, ODOT has been working with the City exploring the idea of the boulevard segment, most recently as a project to be funded under the \$600M gas tax bond issue. The City has incorporated a conceptual boulevard cross-section as part of its land use framework plan for the downtown. The most recent cross-section dimensions in the draft plan generally were compliant with ODOT standards. ODOT has preliminarily identified a number of environmental and historic resources that the project may impact. This project will identify the magnitude of these impacts and prospective mitigation measures to be applied during preliminary engineering and construction. The most significant constraints anticipated, and a major focus of analysis, are ODOT's traffic operations policies and practices, and how they may impact City objectives to minimize the highway's effect on downtown and improve pedestrian linkages.

Tasks & Products

Definitions

City – City of Milwaukee

MTIP – Metro Transportation Improvement Plan

OAR – Oregon Administrative Rules

ODOT/Agency – Oregon Department of Transportation

OHP – Oregon Highway Plan
STIP – State Transportation Improvement Plan
TAC – Technical Advisory Committee
TGM – Transportation and Growth Management

Project Cooperation

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

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

1. At the first indication of non-cooperation, the Contractor shall provide written notice (email acceptable) to Agency Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the statement of work.
2. Agency Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and/or expedite items determined to be delaying the Contractor/project.
3. If Contractor has followed the notification process described in item 1, and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the statement of work, the Contractor will not be found in breach or default of contract; nor shall the Contractor be assessed or liable for any damages. Neither shall Agency be responsible or liable for any damages to Contractor as the result of such non-cooperation by other entities. The Agency Contract Administrator will negotiate with Contractor in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Contractor.

Project Description

The goal of the TGM grant-funded project is to specifically define the boulevard project to the point that a project prospectus can be completed, although the writing of a prospectus itself is beyond this project's scope. A prospectus document stipulates the scope and estimated cost of a roadway project, and must be completed for the City to access funds for preliminary engineering and project

construction. This project shall prepare a conceptual cost analysis to identify costs and constraints to building the conceptual cross-section, and the segment and cross-section to be built given the available construction budget. Anticipated constraints include a number of environmental issues, such as impacts to wetlands and endangered species habitat and the need to clean up contaminated soil. If these constraints are indicated in the analysis, the project will identify preferred mitigation measures and their cost, and adjust the scope of the proposed construction project (e.g. the length of the boulevard segment) accordingly to fit the construction budget. Given the limited budget for engineering and construction, the boulevard retrofit must be a minor action under the National Environmental Policy Act. The project will also produce Technical Memos describing anticipated constraints, and mitigation methods and costs.

The Contractor for this TGM project will evaluate the proposed boulevard cross-section in terms of:

- traffic operation,
- right-of-way needs,
- property access,
- impacts to environmental and historic resources,
- maintenance requirements, and
- construction cost.

If problems are identified in any of these areas, mitigation alternatives and cost estimates shall be developed and the City and ODOT shall select a preferred alternative.

The most significant constraints anticipated, and a major focus of analysis, are ODOT's traffic operations policies and practices, and how they may impact the City's objectives to minimize the highway's impact on the downtown and improve pedestrian linkages.

Traffic operations analysis will start with an assessment of the proposed boulevard design and its operational features. One of the City's desired features is the relocation of one existing traffic signal, and addition of a third traffic signal between Harrison and Washington Streets. This would place three signals within a five-block segment, at a spacing of approximately 450 feet. Another desired objective is to calm actual traffic speed along the downtown segment of McLoughlin, at least to the 30 mph posted speed, and preferably as low as 25 mph. Analysis will provide for a determination as to whether these features are acceptable to ODOT under Agency policies and practices for traffic operations. This will require an assessment of current and 20-year (build-out) traffic, including turn movements, signal progression, the potential need to limit private

access, and the effect on corridor travel speeds and traffic performance, to determine whether signal warrants and other requirements of ODOT policy and practice can be met.

If traffic operations are unacceptable to ODOT, the project will identify why, and suggest changes to traffic operations or design changes that would be acceptable to the Agency. The project will develop alternatives that consider ODOT-acceptable operating conditions and suggestions, and will analyze these alternatives and assess how well they meet each party's objectives and requirements. The project includes a facilitated discussion so that both parties can express their opinions and concerns in an effort to reach a consensus to carry forward into preliminary engineering. If no consensus can be reached, the project's final report will identify policy conflicts that inhibit the implementation of the Oregon Highway Plan (OHP), and local and regional land use plans.

Project Objectives

- Prepare a conceptual cost analysis for the proposed boulevard section, identifying costs and constraints to construction, preferred methods for addressing constraints and their estimated cost. This information is to be the basis for a project prospectus, although the creation of a prospectus is not within the scope of this statement of work.
- Considering the estimated mitigation costs from the objective above, and the \$2-million construction budget that must also pay for mitigation, prepare a boulevard design in plan and cross-section that can be built within the total budget constraint. The design must be consistent with 2040 Street Design Guidelines and ODOT design standards to the extent possible and shall identify and describe the rationale for ODOT design exceptions where necessary. The design must indicate boulevard segment length and taper requirements, its centerline, roadway edge and right-of-way boundaries, and potential for future construction phases.
- Ensure interagency coordination between City and ODOT, and representation from stakeholders in developing the recommended project design.

Objectives for the boulevard design and its preparation are to:

- Accommodate multiple modes along and across the boulevard section, particularly pedestrians wanting to cross the boulevard, to ensure that the park is an accessible downtown amenity.

- Accommodate vehicular traffic consistent with roadway performance standards in the Metro Regional Transportation Plan and ODOT technical standards and exceptions requirements.
- Ensure that traffic operations and characteristics support the redevelopment of a pedestrian-oriented downtown.
- Ensure that a preferred boulevard design can be built within the budget and timing constraints of the \$1.9 million MTIP allocation (\$2.1M including the City's required match) for project construction.
- If budget constraints necessitate phasing of the construction project, ensure that the first phase, to be built with the \$2.1 million MTIP allocation, supports the City's redevelopment objectives.

Objectives for addressing traffic operations are to:

- Assess traffic operations of boulevard features to determine acceptability to ODOT.
- Develop and assess alternatives as may be necessary to meet City objectives and requirements of ODOT policies and practices.
- Achieve consensus on a traffic operations alternative that meets City and Agency objectives and requirements. If consensus is not possible, describe conflicts that hinder implementation of the OHP, and local and regional land use plans.

Transportation Relationship and Benefits

The goal of this project is to develop a conceptual boulevard plan to the point that a prospectus can be written in preparation for preliminary engineering. The project objectives are to accommodate multiple modes of travel, and to reconcile needs for downtown redevelopment and regional traffic flow. A significant element of the project is traffic modeling.

Deliverable Overview:

1. Written materials -- Agendas, summaries, Technical Memos and Reports, graphics, etc. must be submitted in writing and may be required electronically in MS Word 97 or other appropriate software as determined by City staff.
2. Drafts -- Any draft deliverables must be reviewed by City and TGM Contract Administrator. Draft deliverables to be reviewed by the TAC must be submitted for review by City staff and the Contract Administrator.

Deliverables scheduled to be discussed and/or reviewed at meetings must be distributed at least one week prior to the respective meeting. Issues and feedback raised during the staff and public review process must be addressed with necessary changes incorporated by Contractor into the final deliverable.

3. Meetings -- For all meetings listed in this statement of work, City is responsible for meeting logistics (scheduling of meeting space, notification of participants, etc.) and meeting facilitation, except where expressly assigned to the Contractor. Contractor is responsible for presentation of technical information, including handout materials, and subsequently responding to comments and concerns expressed at meetings through the revision of draft products, as described in work tasks above.
4. With the exception of presentation-sized graphics, one copy of all deliverables must be submitted to the TGM Contract Administrator. Two copies plus one electronic copy of the final Master Concept, construction alternatives and Technical Report #5 shall be delivered to the TGM Contract Administrator.

Project Assumptions

The Contractor, ODOT and the City will work jointly to assure all necessary available information is identified and provided in a timely manor to allow completion of the tasks in the order described below. Electronic base maps for the McLoughlin project study area, including right-of-way, utility and other as-built information as available, shall be provided by ODOT and the City.

Project Tasks

Project tasks are:

- Task 1: Develop interagency and stakeholder groups
- Task 2: Pedestrian underpass study
- Task 3: Identification of preliminary issues
- Task 4: Analysis of issues and constraints
- Task 5: Alternatives development
- Task 6: Project management.

Tasks 2 and 3 are concurrent. The objectives, methodology and deliverables for each task are described below.

Task 1. Develop interagency and stakeholder groups.

Objectives:

- Ensure a coordinated planning process.

- Ensure the interests of stakeholders (owners and tenants of properties adjoining the boulevard, and established downtown business and citizen groups) are considered in creating and evaluating alternatives.
- Ensure that technical information is shared among the City, the Contractor, ODOT and other affected agencies, so that decisions and recommendations are consistent with City and Agency objectives and policies.

City deliverables:

- Membership list for technical advisory committee (TAC) and list of stakeholders with contact information.
- Proposed schedule for TAC and stakeholder meetings, circulated electronically to TAC members and Contractor.
- TAC and stakeholder meeting schedule, with revisions as necessary to ensure attendance and representation from TAC members and Contractor.

City budget: \$500

Contractor deliverables:

- Review and coordinate meeting schedule to ensure availability of staff. (Item "a." in Deliverables table.)

Contractor budget: \$500

Task 2. Pedestrian underpass study

Background:

The City's downtown redevelopment plan, which contains the conceptual boulevard design for McLoughlin, also proposes the construction of a new bridge on McLoughlin to accommodate a pedestrian underpass underneath the roadway for approximately one block between Jefferson and Monroe. The undercrossing is intended to provide pedestrian access and a visual link from the downtown to a riverfront park. As proposed in the plan, the underpass would be approximately 180 feet wide, requiring a roadway bridge at least as long.

The City and ODOT have questions about the feasibility of the proposed undercrossing, due to concerns over construction costs and affordability, and the need to accommodate McLoughlin traffic during construction. Construction of the pedestrian underpass and new McLoughlin Bridge is not part of the boulevard retrofit project that the City intends to build with its \$1.9 million MTIP allocation. However, the feasibility of the underpass and bridge will affect the MTIP boulevard project. If it is determined that the City can build the facility at a reasonable cost, and with measures to accommodate arterial traffic on McLoughlin during construction, the City may decide to postpone a boulevard treatment between Jefferson and Monroe until after the underpass/overpass is built.

The goal of this task is to develop traffic staging alternatives and construction cost estimates, to allow the City to determine whether or not to pursue eventual construction of the underpass/overpass, based on a feasibility assessment. This task is being done concurrently with Task 3, Identification of Preliminary Issues, because feasibility of the underpass must be assessed before proceeding to Task 4, Analysis of Issues and Constraints.

Objectives:

- Determine potential methods to accommodate traffic on McLoughlin during construction of a pedestrian underpass/vehicle overpass, as proposed in City's downtown redevelopment plan.
- Ensure safety for vehicles and pedestrians during underpass construction.
- Minimize inconvenience for adjacent property owners and residents that may result during underpass construction.
- Estimate the cost of overpass construction, including the cost of accommodating McLoughlin's traffic during the construction project.

Methodology

Contractor shall:

1. Develop preliminary, planning-level construction cost estimates for the overpass as proposed in the City downtown redevelopment plan. Estimates must be based on a determination of the dimensions of the roadway overpass, applying a cost-per-square meter factor. The cost factor must reflect the cost of overpass construction to ODOT standards. The estimate may also include the cost of aesthetic features as desired by the City, the costs of which must be identified separately.
2. Develop two to three traffic staging alternatives to accommodate existing and anticipated traffic volumes during construction of the underpass, including cost estimates for each. Staging alternatives must accommodate traffic for the duration of overpass construction. Therefore a number of phases may need to be described, as determined in the Contractor's professional judgement. The descriptions shall discuss impacts to the boulevard adjacent to the overpass segment, such as the need for pavement tapers.

(NOTE: Construction cost estimates and traffic staging alternatives must be incorporated into Technical Memo #1, described in Task 3 below, which must be reviewed by the TAC and revised to reflect TAC comments received. This process is also described in Task 3.)

Contractor deliverables:

1. Cost estimate for vehicular overcrossing. (Item "b." in Deliverables table, \$3,000)

2. Description of traffic staging alternatives, with cost estimates. (Item "c." in Deliverables table, \$1,500)

Contractor budget: \$4,500

Schedule: Concurrent with Task 3., "Identification of preliminary issues"

Task 3. Identification of preliminary issues

Objectives:

- Identify issues and tentative constraints that may be the subject of analysis in later tasks, distinguishing "variable" issues, that may be resolved through trade-offs, such as design adjustments, from "control" issues that present a fatal flaw to certain construction options, or will impact all alternatives equally. Examples of the latter may include environmental features such as Kellogg Creek, where anticipated mitigation costs are in excess of the construction budget.
- Identify and describe plans, policies and practices that relate to City downtown redevelopment goals, and traffic operations goals and requirements.
- Present project objectives, issues and tentative constraints, and conceptual design to the stakeholders.
- Identify preliminary stakeholder concerns and preferences.

Methodology

Contractor shall:

1. Review plans, policies and procedural documents that relate to traffic operations and land use patterns, particularly mixed-use, pedestrian-oriented town centers. Documents to be reviewed shall include City's Comprehensive Plan, Downtown Riverfront Land Use Framework Plan and Public Area Requirements, Zoning Ordinances, the Metro RTP and 2040 Street Design Guidelines, the OHP and Highway Design Manual, ODOT Traffic Signal Policy Guidelines, the Manual on Uniform Traffic Control, and Oregon Administrative Rules (OAR) Chapter 734 Divisions 20 and 31.
2. Prepare Technical Memo #1 summarizing land use plans and policies, policies and practice requirements and guidelines pertaining to traffic operations, and incorporating the overcrossing construction cost estimates and staging alternatives described in Task 2. (Contractor)
3. Attend a TAC meeting to present the contents of Technical Memo #1, discuss issues to be analyzed in subsequent tasks, identify how they may pose constraints to building the conceptual design, and distinguish variable and control issues.

4. Prepare a revised Technical Memo #1, incorporating TAC member comments, concerns and opinions on the existing plan and policy memo and on anticipated constraints.
5. Conduct individual meetings and interviews with directly affected stakeholders (adjacent property owners and tenants) to describe the project, analysis issues and anticipated constraints, and gather stakeholder concerns.

City deliverables:

1. Provision of City and regional plan and policy documents pertaining to land use.
2. Schedule and attend a TAC meeting.
3. Attend all individual meetings and interviews with stakeholders to describe project background and objectives.

City budget: \$1,500

Contractor deliverables:

1. Prepare Technical Memo #1 describing issues to be analyzed and anticipated constraints, and how they potentially may affect the boulevard design or construction cost. (Item "d.." in Deliverables table, \$2,000)
2. Written materials and presentation graphics to illustrate conceptual design and accompanying downtown plan, and to explain this design process. (Item "e." in Deliverables table, \$2,400)
3. Attend one TAC meeting to provide professional discretion with regard to identifying issues and potential constraints, and to document these. (Item "f." in Deliverables table, \$1,000)
4. Revised Technical Memo #1 incorporating TAC member comments. (Item "g." in Deliverables table, \$500)
5. Attend individual stakeholder meetings with the City to present the Revised Technical Memo #1, describe project's decision-making process (evaluation of conceptual design, identification of constraints, evaluation and selection of alternatives), provide facilitation to identify concerns and preferences, and to document these. (Item "h." in Deliverables table, \$2,600)

Contractor budget: \$8,500

Timeline: Tasks 1-3 must be completed by April 15, 2001

Task 4. Analysis of issues and constraints

Objectives:

- Identify and estimate the magnitude of technical, financial and policy constraints to constructing the proposed conceptual boulevard design.
- Identify options for mitigating identified constraints, and their estimated costs.
- Distinguish variable and control constraints, to identify fatal flaws, constant costs, and issues that may be resolved through design adjustments and budget trade-offs.
- Determine whether proposed boulevard traffic operational features are acceptable to ODOT under Agency policies and practices, and if not, identify why.

Specific issues to be analyzed by Contractor are:

Traffic operations:

Perform a traffic operations analysis to:

- Determine whether signals can be provided on the segment as proposed in the conceptual design. Traffic analysis must use a design speed of 25 mph and the current posted 30 mph.
- Determine whether each signal can accommodate eastbound left turns and adequate phases for pedestrian crossing.
- Determine whether the segment can function with mid-block driveways, either with full access or right-in-right-out.

Assumptions in the analysis shall include a right-in/right-out access from McLoughlin to the riverfront park at Jackson Street, as proposed in the downtown/riverfront plan.

Right-Of-Way:

- Determine whether obstacles exist to acquiring or building on the right-of-way that would be required for the proposed cross-section (i.e., unwilling sellers, impacts on park space, adherence to federal acquisition/relocation procedures).
- Estimate the cost of required right-of-way, and if other obstacles or problems are found, estimate the cost of correction or mitigation.

Environmental:

- Identify environmentally sensitive features and historic resources within the proposed right-of-way.
- Where environmentally sensitive or historically significant features are found, identify mitigation options and estimate their cost.

- Identify potential soil contamination sites, the likely need to further investigate, correct or monitor the problem, and estimated costs for doing so.

Engineering cost and feasibility:

- To inform the later cost estimates for boulevard design options, prepare a unit cost estimate for construction costs, including all proposed features and amenities of the conceptual boulevard plan, and estimates for using existing pavement and replacement of pavement.
- Identify construction cost and maintenance issues, which may affect the choice of design and pavement options.

Methodology

Contractor shall:

1. Gather information on existing conditions and the proposed design, including overlay maps of the existing roadway, right-of-way, property lines, buildings, street and driveway approaches, wetland and environmental features including possible soil contamination, and construction specifications of the existing roadway. Soil contamination analysis must include a review of the records of documented soil contamination sites, a site visit to identify soil contamination indicators not recorded, and the locations in the Contractor's professional judgement where Level 2 (soil sample) analysis will be needed. Soil sample analysis is beyond the scope of this project.
2. Using the Objectives/Specific Issues identified above and the Contractor's professional judgement, identify anticipated constraints to boulevard construction, and the methods and estimated costs to mitigate them.
3. Conduct traffic operations analysis of proposed boulevard features using both existing conditions and 20-year (build-out) conditions during the two PM peak hours. The traffic analysis must use Synchro modeling software, and must be calibrated using traffic counts within the study segment, including turn movements. The analysis must include evaluation of the existing traffic signals at Highway 224 and River Road, and all existing and proposed signals between these two locations. Analysis must consider signal phasing to accommodate pedestrian crossings as well as vehicular movement, and provide a queuing analysis to determine the storage length requirement for turn movements at each signalized intersection in the study area. Traffic analysis must include up to five additional traffic counts, and must otherwise use existing data.
4. Prepare Technical Memo #2, summarizing construction constraints and cost information, and Technical Memo #3, describing traffic operations analysis results, including volume-to-capacity ratios and traffic performance measurements.

5. Present Technical Memos #2 and #3 to TAC for review and comment. (ODOT comments on Technical Memo #3, to be provided in writing, shall state whether the resulting traffic operations are acceptable under the Agency's policies and practices. The Agency comments must specify all traffic operation features that are unacceptable, or acceptable with conditions, along with the reasons under Agency policy and practices, and suggest traffic operations alternatives which may be acceptable to the Agency. ODOT response shall be provided to all TAC members prior to beginning the subsequent task.)
6. Present an overview of the project, including a summary of Technical Memo findings, to a meeting of stakeholders, including the Milwaukie Downtown Development Association.
7. Revise Technical Memos #2 and #3 to incorporate ODOT and stakeholder comments and concerns.

City deliverables:

1. Conduct and attend TAC meeting.
2. Conduct and attend stakeholder/community meeting.

City budget: \$1,800

Contractor deliverables:

1. Conduct up to five traffic counts. (Item "i." in Deliverables table, \$500)
2. Draft Technical Memos #2 and #3 describing ROW, environmental and cost issues, and traffic analysis, per Methodology Item 4 above. Technical memo #3 must include results of traffic analysis modeling, with documentation to compare existing traffic counts in the study area with the existing conditions model, and time/space diagrams, in printed and electronic form. (Items "j." and "k." in Deliverables table, Technical Memo 2 - \$16,500, Technical Memo 3 - \$12,000)
3. Attend TAC meeting to present draft Technical Memos and record comments. (Item "l." in Deliverables table, \$1,000)
4. Revised Technical Memos addressing TAC comments. (Item "m." in Deliverables table, \$2,000)
5. Attend stakeholder meeting to present revised Technical Memos and record comments. (Item "n." in Deliverables table, \$1,000)
6. Final Technical Memos addressing all comments provided in the TAC, stakeholder/community reviews, and ODOT's written findings, either through substantive text changes or an explanation why changes are not warranted in the Contractor's professional opinion. (Item "o." in Deliverables table, \$2,000)

Contractor budget: \$35,000

Task 5. Alternatives Development

Objectives:

- Develop a master concept for the prospectus that addresses all control constraints consistent with project objectives.
- Develop a range of alternatives incorporating the master concept that also address constraints identified in Task 4, including the overall \$2.2 million budget constraint on preliminary engineering, right-of-way acquisition and construction, and ODOT traffic requirements.
- Evaluate traffic impacts of alternatives using the traffic model developed in Task 4.
- Evaluate alternatives against project objectives and previously expressed TAC, and stakeholder concerns.
- Identify an alternative that best meets City and Agency objectives and requirements.

Methodology:

For traffic issues Contractor shall:

1. Develop potential alternatives for resolving traffic concerns and constraints within the boulevard construction project. In developing the alternatives, the Contractor shall consider any ODOT suggestions from the previous task, and apply professional judgement as to whether a potential alternative is feasible, and consistent with City objectives and Agency policy and practice constraints.
2. Prepare a traffic model analysis of the proposed alternatives using the traffic modeling methodology as described in Task 4, and a summary report including an assessment as to how each alternative meets City and Agency requirements and objectives.
3. Conduct a facilitated discussion including ODOT traffic and planning staff and City representatives. The discussion is to consider the alternatives developed in Item 1 above and the assessment in Item 2. The discussion's objective is to reach consensus on a traffic operations alternative for the boulevard retrofit, resulting in a recommended alternative to carry forward to preliminary engineering after the conclusion of this project. The Contractor shall present the alternatives and the assessment report, facilitate a discussion to identify the participants' opinions and concerns, and propose solutions that may be agreeable to the parties. Solutions may include adjustments to an alternative, or combinations of alternatives, and shall include conditions or caveats that may affect final approval.
4. Prepare a traffic analysis of all traffic operations alternatives generated at the facilitated discussion that have not previously been modeled. Analysis must

use the methodology as described in Task 4, and results must be distributed to TAC members for review and comment prior to commencement of Item 5 below. The analysis and comments may be sent electronically, and do not require a separate TAC meeting.

5. Document the meeting discussion, post-meeting traffic analysis and outcome (subtasks 3 and 4) in Technical Memo #4, describing affirmative alternatives that are agreeable to both the City and ODOT, tentative alternatives that may be acceptable to both parties with caveats or conditions, and negative alternatives upon which either the City or ODOT cannot agree. Affirmative and tentative alternatives are to be used during the subsequent project development phase to determine traffic operating conditions for the boulevard construction project, which may require further traffic analysis outside the scope of this statement of work. If no affirmative or tentative alternatives are found, Technical Memo #4 shall describe why the remaining alternatives are unacceptable to either party, and identify the obstacles to consensus.

For environmental, right-of-way and engineering cost and feasibility issues Contractor shall:

- 1(a). Develop a Master Concept that responds to control constraints. The Master Concept, at a minimum, must define the termini of the construction project, and must set other boundaries on the scope of the construction project, as required to avoid fatal flaws identified in Task 4.
- 2(a). Using the Master Concept as a base, develop two to four construction alternatives to address variable constraints identified in Task 4. Included with each alternative must be a cost estimate for all design features, anticipated mitigation requirements and right-of-way acquisition.
- 3(a). Using the Contractor's professional judgement, evaluate each alternative against project objectives, and present the evaluations in a Technical Report #5. Technical Report #5 must include a recommended alternative, which best meets objectives in the Contractor's professional judgement.
- 4(a). Present the Master Concept, construction alternatives and Technical Report #5 to the TAC for review and comment.
- 5(a). Revise the Master Concept, construction alternatives and Technical Report #5 to incorporate TAC comments.
- 6(a). Present the Master Concept, construction alternatives, traffic alternatives and issues, and Technical Report #5 at a stakeholder meeting for review and comment.
- 7(a). Revise the Master Concept, construction alternatives and Technical Report #5 to incorporate stakeholder comments.

City deliverables:

1. Attend facilitated discussion of traffic operations issues.

2. Conduct and attend TAC meeting for environmental, right-of-way and engineering cost issues.
3. Conduct and attend a stakeholder meeting.

City budget: \$2,528

Contractor deliverables:

1. Traffic model analysis of potential alternatives using modeling methodology described in Task 4, and including time/space diagrams in printed and electronic form. (Item "p." in Deliverables table, \$1,000)
2. Meeting facilitation and documentation per the traffic issues methodology. (Item "q." in Deliverables table, \$1,000)
3. Report of meeting discussion and outcome per the traffic issues methodology. (Item "r." in Deliverables table, \$500)
4. Master Concept, two to four alternatives, and Technical Report #5 per the environmental/right-of-way/engineering methodology. The concept and alternatives must depict the boulevard segment in plan and cross-section views, and must indicate boulevard segment length and taper requirements, its centerline, roadway edge and right-of-way boundaries, and potential for future construction phases. (Item "s." in Deliverables table \$6,500)
5. Presentation of Master Concept, construction alternatives and Technical Report #5 at TAC meeting and documentation of TAC comments. (Item "t." in Deliverables table, \$500)
6. Revised Master Concept, construction alternatives and Technical Report #5 to incorporate TAC comments. (Item "u." in Deliverables table, \$500)
7. Presentation of Master Concept, construction and traffic alternatives and issues, and Technical Report #5 at a stakeholder meeting. (Item "v." in Deliverables table, \$1,000)
8. Revised Master Concept, construction alternatives and Technical Report #5 to incorporate stakeholder comments. (Item "w." in Deliverables table, \$500)

Contractor budget: \$11,500

Timeline: Tasks 4 and 5 must be completed by June 30, 2001

Task 6. Project Management

Objective:

- To provide sufficient resources to assure this project is effectively managed.

City deliverables:

1. Bi-monthly Status Reports and invoices

- 2. Final Project Report
- 3. Final Products Compilation

City budget: \$1,000

Schedule: Ongoing for duration of project

Personnel	Hours	Pay Rate	Cost
Assistant City Manager	10	\$44	\$440*
Planning Director	40	\$39	\$1560*
Public Works Director	15	\$43	\$645*
Assoc. Engineer, Traffic	120	\$27	\$3,240*
Neighborhood Serv. Mgr.	37	\$39	\$1,443*
TOTAL.....			\$7,328*
Contractor			\$60,000

* Milwaukie in-kind match

BUDGET SUMMARY

	Grant Amount	Match Amount	Total
Milwaukie Labor	--	\$7328*	\$7,328*
Contractor	\$60,000	--	\$55,000
TOTAL	\$60,000	\$7328*	\$62,328

*Overmatch of \$461

Budget Summary

McLoughlin Boulevard Retrofit: Issues Analysis and Scope

DKS Associates/Otak

Task	Deliverable	Total
1. Develop Interagency and stakeholder groups	a. Review and approve meeting schedule at a kickoff meeting	\$500
2. Pedestrian Underpass Study	b. Overpass cost estimate memo c. Staging Options memo	\$3,000 \$1,500
3. Identification of Preliminary Issues	d. Review RTP, OHP, TSP and other plans. Prepare a matrix of key issues related to McLoughlin. Incorporate Task 2 Memos into Tech Memo No. 1 e. Prepare concept sketch of project area (City/ODOT to provide base maps) f. TAC Meeting g. Revised Tech Memo No. 1 h. Stakeholder meetings memo	\$2,000 \$2,400 \$1,000 \$500 \$2,600
4. Analysis of Issues and Constraints		\$500
	j. Tech Memo 2 - Construction Costs/ROW/Envir./Constraints k. Tech Memo 3 - Traffic Analysis l. Attend TAC meeting m. Revised Memos 2* & 3* n. Attend Stakeholder Meeting o. 2nd Revision to Memo 2* & 3*	\$16,500 \$12,000 \$1,000 \$2,000 \$1,000 \$2,000
5. Alternatives Development	p. Model Analysis/Alternatives/ Time-Space q. ODOT Alternatives Workshop r. Tech Memo 4 (workshop summary) s. Tech Memo 5 - Master Concept Assessment & Plan t. TAC Meeting	\$1,000 \$1,000 \$500 \$6,500 \$500

u. Updated Tech Memo 5*	\$500
v. Stakeholder Meeting	\$1,000
w. Updated Tech Memo 5*	\$500
TOTALS	\$60,000

* - Project manager provides one set of unified,
non-contradictory comments for response

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

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

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

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

EXHIBIT C

**Federal Provisions
Oregon Department of Transportation**

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

- | | |
|--|--|
| <ul style="list-style-type: none">1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a | <p>criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;</p> |
|--|--|

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

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

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

EXCEPTIONS:

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

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

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

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

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

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

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

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

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

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

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

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

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

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

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

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

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

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

**CITY OF MILWAUKIE
CITY COUNCIL WORK SESSION AGENDA
FEBRUARY 5, 2001**

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.	Dinner and Information Sharing	Group
2.	5:45 p.m.	Johnson Creek Watershed Presentation <i>Please bring executive summary previously distributed</i>	Maggie Skenderian, Portland Ruthanne Bennett
3.	6:15 p.m.	Citizen and Youth Involvement Projects	Jason Wachs
4.	7:00 p.m.	Tree Committee Charge	Alice Rouyer
5.	7:30 p.m.	Adjourn	Mike Swanson

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

The time listed for each discussion item is an estimate only. The actual time at which an item is considered depends upon the actual time devoted to each item.

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.*

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



WS. 2 1

To: Mayor and City Council

Through: Mike Swanson, City Manager Pro Tem
Martha Bennett, Assistant City Manager - CD *MS MB*
Jerry Baker, City Engineer Pro Tem *JB*

From: Ruthanne Bennett, Civil Engineer *R. B.*

Subject: Johnson Creek Restoration Plan

Date: January 24, 2001 for February 5, 2001 City Council Work Session

Action Requested

Staff seeks support for the principles and approach of the Johnson Creek Restoration Plan. No Council action is required at this time.

Background

On June 15, 1999, Council authorized the signing of a Memorandum of Understanding with the other cities and the counties in the Johnson Creek watershed setting forth our intention to work cooperatively to improve watershed health and livability in the region. (A copy is attached.) Since then, staff has participated in many Johnson Creek activities including the development of the Johnson Creek Restoration Plan.

Discussion

The Johnson Creek Restoration Plan is an opportunity for Milwaukie to partner with other cities and the counties in the Johnson Creek watershed to reduce flood hazards to people and property, improve water quality for people and wildlife, and increase quality open space. The following Milwaukie goals are consistent with the Johnson Creek Restoration Plan:

1. Restore Johnson Creek as part of the Downtown and Riverfront Plan
2. Construct sewers as needed in unsewered areas
3. Acquire appropriate land for open space
4. Shallow infiltration of storm water runoff is preferred over piping
5. Meet Endangered Species Act requirements for fish listed in 2000 and 2001

Cooperation throughout the watershed when applying for grants will help all of us to be successful. Coordinating our requests for participation by property owners will reduce duplication of staff work and will usually be preferred by citizens. Specific projects within Milwaukie will be developed with citizen participation and will be subject to the normal requirements for City Council approval.

Concurrence

Engineering staff will work with other agencies and with other affected City departments (Planning, Operations and Community Services).

Fiscal Impact

None.

Work Load Impacts

Staff is presently attending monthly Johnson Creek meetings. Staff is reviewing the Johnson Creek Restoration Plan.

Attachment: Council Memo



WS. 2 3

MEMORANDUM

TO: Mayor and City Council

THRU: Dan Bartlett, City Manager
Martha Bennett, Assistant City Manager, Community Development

FROM: Ruthanne Bennett, Civil Engineer *R. B.*

RE: Johnson Creek Policy Committee and Memorandum of Understanding (MOU)

DATE: June 3, 1999

ACTION REQUESTED

That Council authorize an appropriate representative of the City of Milwaukie to sign the revised Memorandum of Understanding which is attached.

BACKGROUND

On February 16, 1999 Council directed staff to get City Attorney review of the MOU and clarification of the following six items before making a decision on the MOU:

1. What words state that the MOU is voluntary?
2. What is the MOU's duration? (Is a termination clause needed?)
3. How many parties have to sign the MOU for it to take effect?
4. What does it mean for the Johnson Creek Watershed Council to represent the Johnson Creek watershed-community (as stated in item 4 on the first page)?
5. What is the level of funding commitment for each jurisdiction (as stated in item 2 on the second page)? Will it be determined for each project, will it be based on fair share or available funds?
6. Will it be necessary to fund additional permanent staffing for the Johnson Creek Watershed Council?

A copy of the February 16, 1999 Memorandum to City Council and the Johnson Creek Policy Committee organizational chart are attached.

DISCUSSION

Gary Firestone, City Attorney, requested clarification from Dan Cooper, Metro Attorney, and revisions were made which provide clarification of the six items above as follows:

1. In the middle of the second page, the sentence which starts with "NOW, THEREFORE" states that "the parties voluntarily enter into this legally non-binding Memorandum of Understanding...."
2. Just below the middle of the second page under "A. EFFECTIVE DATE" the second sentence states that the "Memorandum of Understanding may be renewed or revised annually...and may be terminated by any one of the Parties upon 60 days written notice to all other Parties."
3. Just below the middle of the second page under "A. EFFECTIVE DATE" the first sentence states that the commitments commence when the "Memorandum of Understanding is signed by all of the Parties."
4. The last phrase was added to item 4. on the first page which softens item 4. Also, as stated in 1. above, this Memorandum of Understanding is "legally non-binding."
5. and 6. There is no funding commitment since as stated in 1. above, this Memorandum of Understanding is "legally non-binding." Also, at the top of the third page of the MOU the first sentence states that financial contributions to the Johnson Creek Watershed Council will be "as approved by the Parties' respective budget processes...."

The clarifications above in the DISCUSSION section were paraphrased from statements made by the City Attorney following legal review. On May 24, 1999 the members of the Johnson Creek Policy Committee signed a resolution stating that they would "take this MOU to their respective governing body and recommend the MOU be signed." A copy of the resolution is attached.

FISCAL IMPACT

None

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made by and among the City of Gresham, City of Happy Valley, City of Milwaukie, City of Portland, County of Clackamas, County of Multnomah, and Metro (hereinafter collectively referred to as "the Parties.")

RECITALS

1. The Parties participated jointly and cooperatively in the planning, organization, and conduct of the first Johnson Creek Watershed Summit, held November 14, 1998;
2. The Parties recognize the Vision for the 1998 Johnson Creek Watershed Summit as the following:

The Johnson Creek Watershed will become a healthy, vibrant watershed by effectively planning for and managing growth, promoting sustainable economic development, and respecting and enhancing the natural functions and benefits of the Creek. This will be achieved by a well-organized, well-equipped, motivated watershed-community (including a multi-jurisdictional coalition) ready and willing to work cooperatively and to take specific actions which will improve watershed health and livability in the region;

3. The Parties recognize the Mission for the 1998 Johnson Creek Summit as the following:

Help create and sustain this Johnson Creek watershed-community and identify specific action steps for the next 12 months that will move the Vision toward reality;

4. The Parties recognize the Johnson Creek Watershed Council as the representative organization of the Johnson Creek watershed-community, bringing together a diverse body of stakeholders within the Watershed;
5. The Parties recognize that the City of Happy Valley, City of Milwaukie, and County of Clackamas are members of the North Clackamas Watershed Management Commission. The purpose of the Commission is to develop and implement a coordinated, comprehensive watershed management approach to storm and surface water programs in order to meet regulatory requirements and maximize use of resources for the area within the Urban Growth Boundary of North Clackamas County.
6. The Parties recognize the importance of addressing the issues and concerns which emerged from the 320 participants who attended the Johnson Creek Watershed Summit, including:
 - a. Obtaining interjurisdictional cooperation for planning and project implementation within the Watershed;

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- b. Protecting existing riparian areas and reestablishing or enhancing others within the Watershed;
 - c. Developing common databases and cooperating on data gathering for inventories of Watershed characteristics such as natural areas, riparian areas, floodplains, and land uses;
 - d. Educating the public to become stewards of the Watershed;
 - e. Managing floodplains to mitigate flooding, improve fish and wildlife habitat through biological methods and to improve quality and management of stormwater runoff;
 - f. Promoting innovative, watershed-friendly land use development through incentives.
7. The Parties agree that the ongoing cooperation of the parties is desirable and necessary to achieving the Vision and Mission of the Johnson Creek Watershed Summit and addressing issues and concerns in the Watershed raised at the first Johnson Creek Watershed Summit and future Summits;

NOW, THEREFORE, it is mutually agreed that the Parties voluntarily enter into this legally non-binding Memorandum of Understanding setting forth the intention of the Parties to work cooperatively to realize the Vision of and to carry out the Mission of the Johnson Creek Watershed Summit subject to the terms and conditions recited below:

A. EFFECTIVE DATE.

The respective commitments of the parties hereto shall commence on the latest date this Memorandum of Understanding is signed by all of the Parties. This Memorandum of Understanding may be renewed or revised annually at the option of the Parties, and may be terminated by any one of the Parties upon 60 days written notice to all other Parties.

B. COOPERATION, COORDINATION AND SUPPORT.

In order to achieve the purposes of this Memorandum of Understanding as stated above, the Parties agree to the following:

1. The Parties and each of them will encourage various advocates, business representatives, property owners, public agencies, citizens groups, and other organizations and individuals to serve as active members of the Johnson Creek Watershed Council;

2. The Parties and each of them will support the Johnson Creek Watershed Council through such annual financial contributions as approved by the Parties' respective budget processes or through ongoing in-kind contributions of personnel or other resources;
3. The Parties will serve as active members of the Johnson Creek Interjurisdictional Committee, which shall operate as a forum for joint cooperation on Watershed issues of a technical nature;
4. The Parties will serve as active members of the Johnson Creek Policy Committee, which shall operate as a forum for joint cooperation on Watershed issues requiring resolution by elected officials and directors of government agencies;
5. The Parties will coordinate and cooperate on a list of specific issues and projects developed each year at the annual Johnson Creek Watershed Summit and updated periodically by the Johnson Creek Watershed Council, Johnson Creek Interjurisdictional Committee and the Johnson Creek Policy Committee and each of them. For the initial year of cooperative effort under this Memorandum of Understanding, the issues and projects shall be those listed in the Appendix A of this Memorandum of Understanding.

C. ANNUAL EVALUATION.

1. The Parties shall annually review this Memorandum of Understanding to determine and document the Parties' accomplishments, if any. An Annual Report shall be prepared describing any accomplishments resulting from this Memorandum of Understanding.
2. The Annual Report shall specifically address each of the following:
 - a. Issues identified and Action Plans developed at the annual Johnson Creek Watershed Summit;
 - b. Progress made on resolving issues and accomplishing projects listed in Appendix A of this Memorandum of Understanding;
 - c. Activities and accomplishments of the Johnson Creek Watershed Council, the Johnson Creek Interjurisdictional Committee, and the Johnson Creek Policy Committee.
 - d. Recommendations for improving the terms, conditions or operations under this Memorandum of Understanding.

IN WITNESS WHEREOF, each party has caused this Memorandum of Understanding to be executed by its duly authorized representative, on the date set forth by their names below:

CLACKAMAS COUNTY

Date: _____, 1999 by: _____ Title: _____

CITY OF GRESHAM

Date: _____, 1999 by: _____ Title: _____

CITY OF HAPPY VALLEY

Date: _____, 1999 by: _____ Title: _____

METRO

Date: _____, 1999 by: _____ Title: _____

CITY OF MILWAUKIE

Date: _____, 1999 by: _____ Title: _____

MULTNOMAH COUNTY

Date: _____, 1999 by: _____ Title: _____

CITY OF PORTLAND

Date: _____, 1999 by: _____ Title: _____

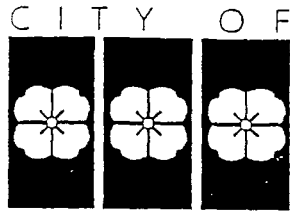
MEMORANDUM OF UNDERSTANDING FOR THE JOHNSON CREEK WATERSHED

APPENDIX A: PROJECT AND POLICY ISSUES LIST May 9, 1999

1. Coordinate funding with COE, FEMA, and the Johnson Creek Watershed Jurisdictions to complete the floodplain delineation study. (Lead: City of Portland with Interjurisdictional Committee support)
2. Recommend and support legislative changes to forestry and agricultural practices within mostly urban watersheds to prevent erosion and control sedimentation and to implement best management practices (BMP's) to improve water quality throughout the Watershed. (Lead: unidentified. Interjurisdictional Committee will provide technical support on BMP development.)
3. Obtain direct or in-kind funding to coordinate, develop, and implement Project Impact within the Watershed. (Lead: City of Portland and Multnomah County)
4. In cooperation with appropriate local, State, and Federal agencies, fund and conduct a watershed-wide restoration site inventory project to prioritize public and private sites along Johnson Creek and its tributaries for riparian area planting and restoration projects. (Lead: unidentified. JCWC, Interjurisdictional Committee, and Metro will provide technical support.)
5. Work together to identify key properties for acquisition within the 100 year flood plain of Johnson Creek on a willing seller basis and to obtain annual funding through local, State, and Federal agencies to purchase the identified properties in order to reduce flood damage, improve water quality, and enhance fish and wildlife habitat; (Lead: City of Portland)
6. Each party will adopt stream-side buffer requirements and flood plain balanced cut and fill regulations for the Johnson Creek Watershed based on Metro's Title 3 Model ordinance which will adequately protect water quality and reduce flood damage impacts; (Lead: Local jurisdictions)
7. Work cooperatively to ensure that the Oregon State Legislature develops and passes implementing legislation for the recently passed Measure 66 (15% of Oregon Lottery Funds for State Parks and fish & wildlife habitat restoration). (Lead: JCWC)
8. Work cooperatively to ensure that the Oregon State Legislature provides adequate ongoing funding for Watershed Councils in general and the Johnson Creek Watershed Council specifically. (Lead: JCWC)
9. Participate jointly and cooperatively in the planning, organization, and hosting of the second Johnson Creek Watershed Summit. (Lead: Summit Steering Committee with support from Interjurisdictional Committee)

WS. 2 1b

10. Commit to fund, coordinate, and develop land use plans for the urban reserve areas in the Watershed which will properly address and protect fish & wildlife habitat and recreational opportunities of the Creek and its tributaries. This will include model standards for development which are "watershed friendly". (Lead: Local jurisdictions and Metro with Interjurisdictional Committee developing model standards)
11. Develop a mechanism to coordinate various planning efforts in the watershed and ensure, where applicable, the incorporation of the following principles:
 - a. flood damage reduction
 - b. appropriate land development: encourage development outside the floodplain, adequate riparian buffers, erosion control, and storm water quality and quantity controls
 - c. fish and wildlife enhancement and Endangered Species Act (ESA) considerations
 - d. pollution prevention for all activities(Lead: Local jurisdictions with coordination through Interjurisdictional Committee)
12. Implement specific action items contained in the May, 1995 Johnson Creek Resources Management Plan and revise as necessary. (Lead: Local jurisdictions with support from JCWC, Interjurisdictional Committee, and Metro)
13. Obtain direct funding or in-kind contributions for the Johnson Creek Summit Coordinator position. (Lead: Local jurisdictions)



WS. 2 11

MILWAUKIE

MEMORANDUM

TO: Mayor and City Council

THRU: Dan Bartlett, City Manager
Martha Bennett, Assistant City Manager, Community Development
Jim Brink, Public Works Director

FROM: Ruthanne Bennett, Civil Engineer

RE: Johnson Creek Policy Committee and Memorandum of Understanding (MOU)

DATE: February 16, 1999

ACTION REQUESTED

Council direction on response to draft MOU

BACKGROUND

1. On November 14, 1998 the first Johnson Creek Watershed Summit was held. It was initiated by U. S. Congressman Earl Blumenauer and organized by the Johnson Creek Watershed Council with active participation by the local jurisdictions in the watershed, by Metro and by a variety of community organizations. The major financial contributors were Federal Emergency Management Agency (FEMA) and other federal agencies, local jurisdictions, Metro and engineering firms.
2. The Johnson Creek Watershed Council is a voluntary organization that receives some government funds. Its mission is to inspire and facilitate community investment in the Johnson Creek watershed for the protection and enhancement of its natural resources.
3. As a result of the Johnson Creek Watershed Summit a Johnson Creek Policy Committee was organized. The Committee is composed of a councilor or commissioner from each local jurisdiction in the Johnson Creek watershed. Mary King is the councilor that represents Milwaukie. A Johnson Creek Policy Committee organizational chart is attached.
4. The first meeting of the Johnson Creek Policy Committee was held February 8, 1999. The meeting opened with a Project Impact ceremony. FEMA announced the intent to award \$150,000, as part of Project Impact, for use in the Johnson Creek watershed to help "Build a Disaster Resistant Community." A draft voluntary Memorandum of Understanding (MOU) was discussed and received a lot of positive comments. Earl Blumenauer's assistant stated that the MOU would be important when seeking additional federal funds. (A copy of the MOU is attached.)

COMMUNITY DEVELOPMENT DEPARTMENT

Planning • Public Works • Facilities

6101 SE Johnson Creek Blvd., Milwaukie, Oregon 97206

PHONE: (503) 786-7600 • FAX: (503) 774-8236

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5. During the February 8, 1999 meeting the Johnson Creek Policy Committee agreed to meet again on March 8, 1999 to discuss the MOU and the Endangered Species Act.

DISCUSSION

MOU highlights:

1. Voluntary agreement among local jurisdictions in the Johnson Creek watershed for the purpose of coordinating management of the watershed
2. Any City financial support must be approved within the City's budget process.
3. Cites several ongoing City activities such as participation in the Johnson Creek Interjurisdictional Committee and the Johnson Creek Watershed Council, and cooperation with the Johnson Creek Watershed Council and other local jurisdictions on projects that contribute to the improvement of the Johnson Creek watershed

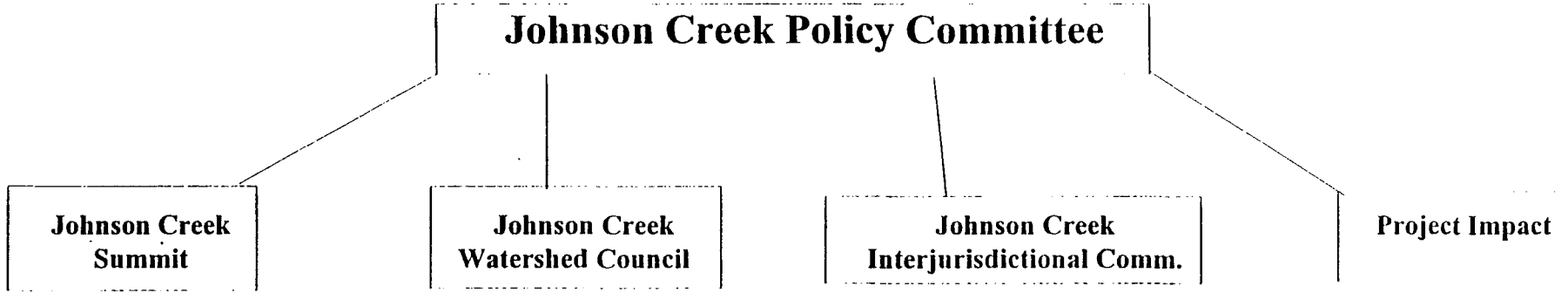
MOU items that may require clarification:

1. What words state that the MOU is voluntary?
2. What is the MOU's duration? (Is a termination clause needed?)
3. How many parties have to sign the MOU for it to take effect?
4. What does it mean for the Johnson Creek Watershed Council to represent the Johnson Creek watershed-community (as stated in item 4 on the first page)?
5. What is the level of funding commitment for each jurisdiction (as stated in item 2 on the second page)? Will it be determined for each project, will it be based on fair share or available funds?
6. Will it be necessary to fund additional permanent staffing for the Johnson Creek Watershed Council?
7. How does the City deal with issues raised by the City attorney during the legal review of the MOU?

FISCAL IMPACT

None

Johnson Creek Policy Committee



Role

- Summit 1999
- Administer Policy Committee
- Identify Action Plan input from:
(Project Impact, PreDesign, Summit 1998, JCRMP)
- Business and Industry Outreach
(banks, insurance co. realitors, developers)

Members

- JCWC
- Jurisdictional reps.
- Elected Official reps.
- Cong. Blumenuaer
- Metro

Role

- Stewardship
- Identify Goals and Objectives
- Project Implementation
- Grass roots Policy
- Advocacy

Members

- Reach reps. (citizens)
- Jurisdiction reps.
- Business reps.
- Other organization reps.

Role

- Technical
- Project Initiation
- Coordination between jurisdictions

Members

- Portland
- Gresham
- Milwaukie
- Clackamas Co.
- Multnomah Co.
- Happy Valley
- (Metro)

Role

- Grant Administration
- Project Initiation

Members

- East Mult. Co.
- Portland
- Cong. Blumenauer
- FEMA
- Mult. Co Commissioner
- (Clackamas Co.)



RESOLUTION

Recommend approval of Memorandum of Understanding (MOU) between the City of Gresham, City of Happy Valley, City of Milwaukie, City of Portland, the County of Clackamas, the County of Multnomah, and Metro to work cooperatively in the Johnson Creek Watershed.

WHEREAS, the jurisdictions, within the Johnson Creek Watershed have an impact on the water quality, fish and wildlife, flooding and overall health of the watershed, and

WHEREAS, the Johnson Creek Watershed Council has representation from all the jurisdictions and stakeholders in the watershed to coordinate and assist in the implementation of watershed-wide issues, and

WHEREAS, the 1998 Johnson Creek Summit had over 300 attendees representing businesses, landowners, residents, agencies and organizations, and

WHEREAS, the recommendation of the summit was a Johnson Creek Policy Committee to address coordination between agencies to implement plans and projects, and

WHEREAS, the Johnson Creek Policy Committee has been meeting regularly and has drafted this MOU,

NOW THEREFORE, BE IT RESOLVED that the following jurisdictions take this MOU to their respective governing body and recommend the MOU be signed.

Vicki Thompson City of Gresham Randy Nicolay City of Happy Valley

Mary K King City of Milwaukie Don Daltzman City of Portland

Cady Sorensen County of Clackamas Lisa Hout County of Multnomah

Neil Gunders
Metro

Date: May 24, 1999



WS. 3 1-1

To: Mayor and City Council

Through: Mike Swanson, Interim City Manager
Michelle Gregory, Neighborhood Services Manager *MG*

From: Jason Wachs, Program Specialist

Subject: The possibilities of a City Government Education Series in Milwaukie using an evaluation of Martin County, Florida's CARES Program as a model.

Date: January 26, 2001

Action Requested

The purpose of the City of Milwaukie's External Communications Plan is to organize, explain and make the best use of the various methods and tools that the City staff has for communication with the Citizens of Milwaukie. The current array of communications options are set forth in this plan and it identifies some goals that we should work toward for improving communication. This report describes another option that could be considered in furthering various goals outlined in the Communications Plan. The program that will be described in these pages is entitled the Citizens Academy & Resource Education Series (CARES) that has been used in Martin County, Florida for the past several years.

Summary

The CARES (Citizen Academy and Resource Education Series) Program is a multi-jurisdictional avenue to educate public employees and the general populace as to how various groups, departments, and staff members communicate and work together to achieve countywide goals. Its components include training sessions available to citizens and staff of Martin County as well as an informational notebook about each department within the county that is a valuable resource for participants during and after the classes. Milwaukie could potentially further its Communications Plan through the implementation of a similar education series. It could build strong relationships between City Staff

and citizens resulting in more public trust in local government and also produce a multi-departmental informational notebook that may result in more consistent publications. Each of Milwaukie's Governmental Departments could present their information as to how various groups and staff members communicate and work together to achieve citywide goals. The fiscal and workload impacts of such a series would consist of outreach, coordination, maintenance, and printing costs. The impacts of outreach could be minimized, at least initially, by getting the word out about the series through the Pilot and the Neighborhood Associations. Coordination would require staff time from the Neighborhood Services Department to contact and convince each department of the city as to the merits of the series as well as the necessary correspondence with interested citizens. Maintenance includes all of the aforementioned and would also include the staff time from each department needed to prepare and give the presentations at the classes. This may be significant up front, but once the presentation material was established it could simply be modified from year to year to remain current and relevant. Finally, printing costs may be the most significant, but the costs will be absorbed by each department if they are held responsible for providing the material for the notebook once per year. Much of the printed material is already available in the form of each department's various pamphlets and brochures. The alternative to such an education series is to continue providing information about Milwaukie local government on as needed basis, which usually is sought by a citizen as a reaction to a specific issue.

Background

Martin County's Organizational Structure:

Martin County, Florida is situated halfway between Miami and Orlando. It consists of the City of Stuart, and the towns of Jupiter Island, Ocean Breeze Park, and Sewall's Point, among other small communities. The county's organizational structure is comprised of a Community Planning Group, a Systems Group, and a Community Services Group. Martin County's population of 101,000 continues to grow, which has resulted in a recognition by staff and elected officials that it is necessary to constantly reevaluate methods in order to provide appropriate government services and infrastructure. Therefore, the county has made a commitment to involve stakeholders in creating a culture of change. Three focus areas were noted to fulfill this culture of change according to a newsletter about Martin County written by the IG Group (The Innovation Group):

1. **Internal Transformation:** Creating an atmosphere of change among employees and systems that results in a "citizens first" customer service attitude.
2. **Best Practices:** Identifying and integrating the best ideas and systems, from both private and public sector venues, that meet the challenges of employee development and customer service improvement.

3. **Civic Engagement:** Getting citizens to take ownership of their government through participation.

The internal transformation mentioned above contained three vital components:

1. Martin County recognized the need for each individual within the organization to understand the importance of their role as it affects the whole organization.
2. A link was provided from employees' personal performance to organizational goals.
3. Employees were encouraged to participate in activities and/or teams outside their normal scope of work.

This enabled Martin County employees to more fully cooperate across and within the various departments of the county through exposure to broader organizational objectives and through participation in teams tasked with cross-departmental objectives. After this transformation was realized, it was important to recognize and accept the importance of citizen participation in this transformation. The following guiding principles have been established in Martin County to guide Civic Engagement (CE):

1. CE enables the public to have a say in decisions that affect their lives.
2. CE includes the promise that the public's input will influence the decision.
3. CE communicates the interests and meets the process needs of participants.
4. CE actively seeks out and facilitates the involvement of those potentially affected.
5. CE involves participants in how they participate.
6. CE provides participants with the information they need to participate in a meaningful way.
7. CE communicates to participants how their input affected the decision.

To move this transformation forward a Citizens Academy & Resource Education Series (CARES) Program has been initiated in Martin County. This report explains this program in detail and clarifies how it may be useful for the City of Milwaukie in fulfilling its goals.

What is the Citizens Academy and Resource Education Series?

The CARES (Citizens Academy & Resource Education Series) Program is a multi-jurisdictional avenue to educate public employees and the general populace as to how various groups, departments, and staff members communicate and work together to achieve countywide goals. Participants in this program include both citizens and government employees. It is intended to increase the participants' knowledge and understanding of Martin County's government by allowing them to meet the men and women who serve in that

government, visit numerous county facilities, and get a behind-the-scenes look at how the county operates.

What does the CARES Program consist of?

1. Training Sessions

The CARES Program provides three training sessions per year with a usual class size of 45 participants. The sessions are each from 8:00 AM to 2:00 PM one day per week for four consecutive weeks. The classes are always held on Thursdays and the location varies. No classes are held from April until July because many citizens are on vacation. Each department presents their own information and is required to do a slide show. The first day of classes are all inside in the style of a traditional classroom so that participants may learn about the administrative departments. After that, site visits are scheduled for the other meetings. These visits include the landfill, emergency services, parks, etc. One full day is given to the Constitutional Officers, seeing the courthouse, jail, etc.

2. Informational Notebook

The Citizens Academy and Resource Education Series also consists of the compilation of a notebook that contains information about each department within the county. It is compiled prior to the training sessions and is given to each class participant to be used during and after graduation from the program. Each department in the county is responsible for providing the material that is included in the notebook. The amount of information included in the notebook is dependent upon the size and number of services that each department provides. Each department sends approximately 200 copies of their material at the beginning of each year to the CARES team, who then assemble the notebook. This ensures that the material is consistently updated from year to year.

Involvement of Staff:

Only five or six of the 45 available seats in each class are allowed to be county staff. Staff have to request to attend, are on a first to sign-up basis, and there is usually a waiting list. Attending these sessions has been especially helpful for new employees of Martin County by allowing them to quickly and easily learn about Martin County's organizational structure. Also, long time employees have benefited by taking time in these sessions to learn about groups, departments, and other staff members that they had not had any or very little previous involvement with. In conclusion, the county employees who have attended these sessions have learned about Martin County government in relation to how countywide goals are, or may be, met by communication across all departments and jurisdictions.

Educating the public:

The CARES Program is advertised through various civic groups in Martin County. There is currently a waiting list at the writing of this report. Since the class size is about 45 and only five or six of those can be staff, there are usually

40 citizens that end up being apart of this program. After three sessions that totals about 120 citizens per year who complete the program.

Fiscal and Workload Impacts

Fiscal and Workload Impacts in Martin County:

Each department in Martin County sends 200 copies of their material at the beginning of the year to the CARES team, who assemble the notebook described above. Staff time and costs for copying and assembling the notebook have not been quantified. The costs could be absorbed mostly by each department and could include the time to gather together materials for the notebook, the creation of slides, and the time spent presenting the material at each session. Another cost could be the time that the CARES Team spends in coordinating the effort, which also has not been quantified. The cost that has been quantified is the provision of breakfast and lunch to the group, which consists of a simple continental breakfast and luncheon platters for sandwiches. This usually runs about \$12.00 per person per class with a total of four classes each session totaling about \$48.00 per person. The yearly costs for food for the three sessions are contained in the following graph:

Yearly Costs for Participant Refreshments		
		4 Classes
Session	Number of Participants	(\$12 per person for each class)
Session 1	45	\$2,160
Session 2	45	\$2,160
Session 3	45	\$2,160
Totals	135	\$6,480

Fiscal and Workload Impacts in Milwaukie:

The fiscal and workload impacts of such a program in Milwaukie could take the form of Martin County or stray from it in some respects. Due to the population differences between Martin County and Milwaukie, it is clear that the class sizes and number of classes provided annually could be reduced tremendously. This could be decided upon after the demand for the classes is determined. Such demand could be discussed at the quarterly Neighborhood Leadership Meeting and with participants in the various Neighborhood Associations.

The fiscal and workload impacts could consist of staff time to coordinate each of Milwaukie's Departments in a concerted effort to assemble an information filled notebook and staff time to present the material at the classes. This staff time could be complemented with the costs to print the material and provide refreshments at the classes. The number of staff members responsible for the coordination of these efforts could be limited to one or two people and the provision of refreshments could consist of a rather simple breakfast and lunch. Overall, the fiscal and workload impacts may be significant up front, but once the

program was structured and all departments bought into the process, it could continue with limited staff time and administrative costs. The notebooks could be updated yearly by videotaping the training sessions, which could provide an opportunity for each department to critique themselves in relation to the material they provide and the presentation that they give. This issue of buying into the idea will be discussed in an upcoming section of this report.

Evaluations

Is Martin County unique in its abilities to provide such a program?

Only a few jurisdictions have done such a program, but the CARES Program, as it is described here, has been duplicated elsewhere. David Graham, the coordinator of the program in Martin County, also did the very same type of program in Lee County, Florida. Taryn Kryzda, the Administrative Services Director, feels that Martin County is not unique in its program concept, but may be unique in the fact that the county has no communications department like other jurisdictions. Each of the sessions are broken into department sections, which are taught by the departments themselves. The departments have taken ownership in their sections and are all proud to present it to the citizens. She did mention that many were apprehensive about such an approach at first, but after the success of the first class and the way the citizens received the departments, it has been well worth the effort. Graduation is held before the Board of County Commissioners, where at least three graduates of the program are selected to address the Board on the class. The comments have been very complimentary so far and overwhelmingly appreciative, which helps to get the elected officials to buy into the process. The program has recently won a number of awards and is recognized nationally.

Complexities of the Program:

On the surface, the CARES Program may not seem transferable to a City such as Milwaukie simply because it is currently done within a county and not a city. The complexities of gathering together so many departments appears very daunting for a county initiative of this nature. Martin County contains thirteen different departments that all must provide information and be prepared to give presentations for the classes. Even one department missing from the curriculum would alter the effectiveness of such a program. With all of this said, the program has been a success in Martin County, which preliminarily leads one to believe that it could be done in a City such as Milwaukie, which also has a complex structure, but is much smaller in scale. The same model could be very useful in Milwaukie and could only need some minor adjustments that relate to the size of the program.

Important Points that make the CARES Program Work:

The CARES Program requires a commitment from all division managers, directors, and anyone else that makes decisions within a jurisdiction. Someone has to motivate the staff to provide their end of the information and take the time

to make sure the information is presented well. Each department must take the time to have a good presentation of information. Coordinating such an effort, although not quantified in Martin County, could be a very time consuming task, at least initially.

Buying into the idea:

Once each department bought into the idea and found it important, coordinating the effort could require much less time and commitment from a dedicated staff member or a few staff members. This buy in may be much easier if it were prefaced with the success that has occurred in Martin County. Furthermore, an explanation to each department as to the importance of well-informed and educated citizens could be helpful. Over time more citizens could be made aware of how the City functions and works together, which could eventually result in less staff time devotion to explaining such processes. Staff time could then be applied to more important functions and citizens may be more inclined to get involved in local government because they are aware of how it functions. This understanding should be assured by all in the department so that those compiling and delivering the presentation put forth their best effort.

How can the CARES Program further goals contained in Milwaukie’s Communications Plan?

The CARES Program is a great way for jurisdictions of all sizes and complexities to educate the populace about the structure of local government. The implementation of a similar program in Milwaukie could result in each department taking a very close look at the services they provide, which would then have to be articulated for the presentations. Every department in Milwaukie would have to go through this process resulting in a very close look at what they do and the departments that they rely upon internally to function. Such an examination could allow each department to have a specific definition of what it provides to the citizens of Milwaukie and could potentially lead to more cross-departmental cooperation to achieve specific goals. Some of the goals specifically addressed within the Communications Plan by the CARES Program could potentially be:

1. Strong Relationships between City Staff and Citizens, More Public Trust
 - The CARES Program will further such relationships and improve upon public trust by simply educating the populace about the City’s structure, processes, opportunities and constraints, and it allows citizens to meet and learn alongside city staff.

2. Consistency and quality in City Publications.
 - The compilation of the notebook provided for these classes brings together all printed information about each department, which could be used as a way for the city to increase uniformity with respect to such information.

The CARES Program could be a very useful way for Milwaukie to not only educate its citizens and staff, but also engage its citizenry proactively. What cannot be said enough, is how valuable an educated populace can be over time. If citizens are informed and aware of how the City of Milwaukie functions, they are able to make valuable suggestions, become involved where they may otherwise not, and know where, when, and who to approach when they have needs, concerns, and questions. As stated in Milwaukie's Communications Plan, "Greater understanding within the organization facilitates greater understanding within the community. Questions and apprehension expressed within the organization are good harbingers of questions and apprehensions that will be expressed within the Community." The CARES Program could further this understanding and allow citizens and staff to flush out such questions and apprehensions together on a consistent basis over time.

Implementation Ideas:

This program could be implemented into multiple phases, which could make the task less cumbersome. The first phase could be the compilation of a notebook such as the one the CARES Program compiles. It contains a description of each department's structure, objectives, staff contacts, and anything else that a department identifies as important. The notebook may not have to be completely uniform across departments, but a baseline of what should be included could allow for continuity and ease of use by citizens. The compilation of such a notebook could then give the staff member/s responsible for the creation of the program an idea of how each department views such an idea and the importance that each has placed on it. If limited information is provided from specific departments compared to others, it may be assumed that these departments are not convinced about the value of such a program. This is where motivation may be necessary to insure that the presentations at the classes are of the highest quality possible across all departments. The final phase of the program then could be to coordinate the classes and decide on an outreach strategy to let people know of the program's existence. Outreach could begin with the quarterly Neighborhood Leadership meetings, the NDAs, and other bodies and commissions.

Alternatives

The alternative to implementing a City Government Education Series in Milwaukie is to provide such education on an as needed basis as has been the case since the inception of the city. This could include education and consultation from City Staff at Neighborhood District Association meetings, information contained within the Pilot, and the open line of communication between City Staff and citizens when questions arise about local government programs and processes. Educating the citizenry about Milwaukie's Governmental structure will continue in this manner whether or not an Education series is implemented or not.

As mentioned above, citizens will become educated about local government programs and processes in Milwaukie on an as needed basis without the implementation of the City Government Education Series discussed in this report. Such education is very useful to citizens in many instances, but it is sometimes sought only with respect to an immediate issue or public concern. In other words, citizens sometimes react to an issue and then try to educate themselves about the issue in order to influence the outcome. This education as a result of a reaction in many instances does nothing more than frustrate the citizen further, especially when the outcome does not favor their opinion. The citizen then feels as though the time spent in educating themselves was not worth it so why continue similar education in the future. Trust in local government is deteriorated and the citizen becomes unwilling or hesitates when making the decision to become involved in local government again. A City Government Education Series could engage citizens in a more proactive manner and give them a welcome opportunity to learn about local government programs and processes.

The series could be a way for citizens to become educated in a structured and efficient manner that may lead to less staff time devotion in educating the public about local government programs and processes when time sensitive issues need to be addressed. The result may be a lessening of staff time in answering telephone calls and meeting one on one with residents to explain programs and processes that could be explained in depth in the notebook and at the classes described in this report.



To: Mayor and City Council

Through: Mike Swanson, Interim City Manager
Michelle Gregory, Neighborhood Services Manager

From: Jason Wachs, Program Specialist

Subject: Furthering Youth Development in Milwaukie.

Date: January 26, 2001

Action Requested

Youth Development principles and ideas are alive and well in Milwaukie. Through preliminary research that consisted of talking with various Milwaukie High School students, counselors, and teachers, it is apparent that there are tremendous opportunities for Youth Development here. The task is to now outline the best approach to capitalize on these opportunities and help create a foundation for making a commitment to youth development and future youth development initiatives in Milwaukie.

Summary

Youth Development, as it is described in this report, is centered around the development of a specific and well defined 'framework.' This framework has three essential components that include City Council Support that is clear and defined, a Youth Advisory Council with specific roles and responsibilities concurrent with City Council's roles and responsibilities, and a Youth Resources Information Network that creates multifaceted links among youth and between youth and adults. The fiscal and workload impacts of implementing this framework are relatively low because it is intended to be youth driven and eventually self-sustaining. Most of the impact may be felt up front when a City Staff person initiates, coordinates, and begins to maintain the Youth Advisory Council. Council Support would impact the Youth Advisory Council in two ways. First of all, this plan recommends that a Youth Policy Statement be formerly drafted by the City Council with help from City Staff with ongoing opportunities to update the statement. Another impact would include time for City Council and

the Youth Council to hear one another. This could include quarterly work sessions between the two that focus on youth issues. A Youth Advisory Council would require significant time up front from City Staff, but this time commitment should decrease once the Youth Council is up and running. The Youth Resources Information Network would only require City Staff time to compile and update a database of resources (placed on the City's Web Site) that could include such things as information on the Youth Advisory Council, a things to do for young people in and near Milwaukie section, a youth programs/services inventory, etc. The implementation of a Youth Advisory Council could result in revenue generation for the city because they could seek and apply for grant funding that is reserved for youth related projects. This process could be begun with a Milwaukie Youth Summit discussing such issues as health and safety of youth, education, employment, recreation, and community. Finally, alternatives to such a framework could include more civic issue learning in local schools, more opportunities for youth to volunteer, and/or more recruitment of youth to boards and commissions. New programs and services specifically for youth that are current, relevant, and necessary in Milwaukie may be less likely to occur without the structure that a Youth Development Framework provides.

Background

Youth Development is not a new concept. Over the last twenty years it has become increasingly important for young people to be considered and included in the debate as communities make public policy decisions regarding their future. The phrase "Youth Development" refers to philosophies, concepts, ideas, as well as programs and plans focusing on youth. It is best defined by the City of Concord, California in its "Policy Statement on Youth Development:"

Youth Development is a framework that addresses human needs for the healthy growth of young people including competencies necessary for adult success. The use of the term 'framework' is intended to transmit a wider approach than the terms 'programs' and 'services.' Framework addresses all of the elements associated with the youth programs and services, including the training of youth workers and selection of collaborative partners. By implementing youth development within this defined framework, a park and recreation agency opens the doors to a multitude of programs, services, workshops, volunteer activities and other experiences that will facilitate the transition from traditional activities to new activities intended to help youth grow to successful adults.

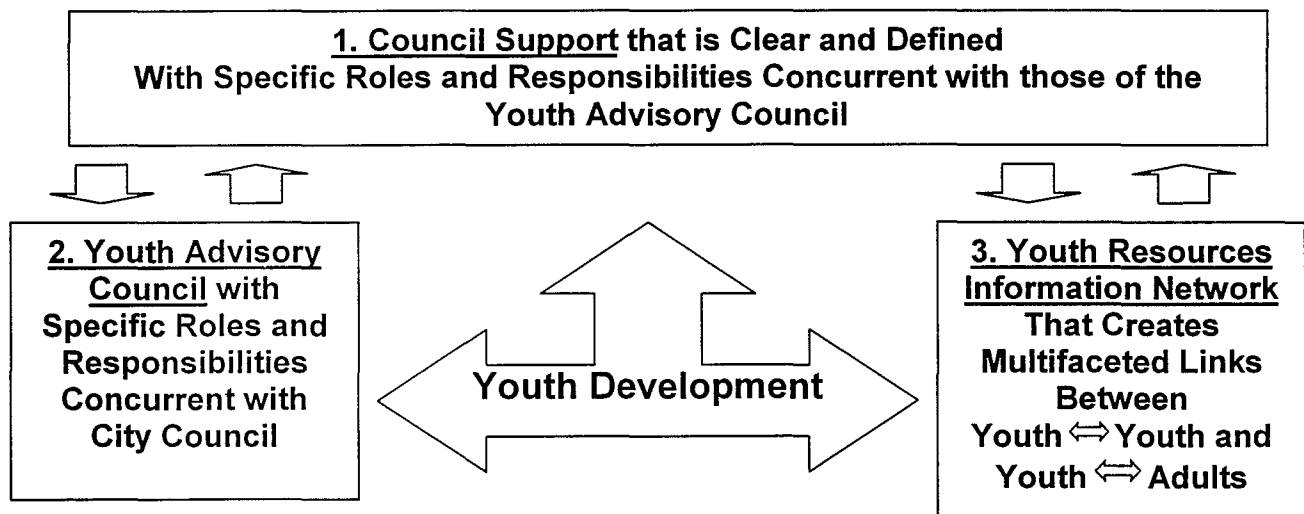
The City of Concord created a Youth Council almost thirty years ago through the initiative of the Concord City Council and under the auspices of the Leisure Services Department. The Youth Council acts as an advisory board to the City Council. Their purpose is to keep the City Council informed of the needs, and concerns of Concord's youth-including issues on recreation, employment, education, ecology, and delinquency.

Concord's Youth Council organizes fund-raisers to support its various community projects. The Council is made up of fifteen members and three alternates who serve one-year terms from July 1 through June 30. Members must be between the ages of 13-21, and reside in or attend school in Concord. Each Youth Council member is responsible for attending meetings, which are scheduled for the second and fourth Monday of each month in the City Council Chamber. The Monday meetings are mandatory and members are dismissed if they miss three meetings. Also, other scheduled activities occur on a monthly basis. There are five elected Youth Council representatives during each term.

Concord's Youth Council will be referenced throughout this report because it is one of the oldest and longest operating Youth Councils in the United States. Much can be learned from how this Council is structured, which is used for the recommendations that follow.

The Proposed Framework

The proposed framework for Youth Development in Milwaukie is three pronged and is best depicted in the diagram below:



1. Council Support

Mayoral and City Council support are key elements to the successful implementation of a Youth Development Framework. Such support lends a level of importance to such ideas and principles. Without leadership support, needs may fall on deaf ears, and the desire to promote youth in the community can fall behind other community priorities. Once this commitment is clear, the second step is an official policy statement formally adopted that outlines this commitment. The policy statement should include the following elements:

a. Scope of Youth Served

- The target population must be identified. Youth age 5-15? Youth age 2-10? Who are the most underserved age groups in Milwaukie if any are underserved?
 - Identifying this target population could begin with the Youth Resources Information Network contained in this plan. Once a comprehensive list of Youth Services, Programs, and activities are identified, age groups that are not represented to a great extent could be the initial target population.

b. Roles and Responsibilities of the Council:

- Council should identify what their roles will be in promoting youth development. These roles and responsibilities could include:
 1. **Support** of a youth development approach to organizational policies, programming, and evaluation.
 2. **Training** of staff in youth development concepts and practices, with refresher training as time goes on.
 3. **Assessment** of current activities in depth in order to make changes and achieve best practices in youth development where necessary.
 4. **Outreach** that includes a commitment to the intentional involvement of young people in the City's decision making about programming, operations, and evaluation of effectiveness.
 5. **Stewardship** that includes the intentional involvement of youth caretakers and other community members in the city's maintenance realm.
 6. **Programming** that includes the development of structured activities through which young people participate in community services, volunteer work, and, when possible, paid positions throughout the City of Milwaukie.
 7. **Support of Mentors** that monitor the progress of young people, maintain an open door policy for communication, and who embrace diversity.
 8. **Information sharing** of youth development ideas between staff, elected officials, other colleagues, and the community at large when it is discovered.

City Council's roles and responsibilities with respect to youth development could take into consideration the eight listed above, but also try to formulate new roles and responsibilities over time. This could be made possible with the assistance of youth themselves who are most knowledgeable about current and relevant issues affecting young people.

Youth could help to define City Council's Roles and Responsibilities:

Most important in the process of identifying City Council's roles and responsibilities with respect to youth development, is youth involvement in those discussions. Milwaukie could benefit in the short and long term by including youth in discussions about how to best implement City Council's roles and responsibilities. These could be defined while assembling and writing the bylaws for a Youth Advisory Council that is discussed next. Having City Council's roles and responsibilities be concurrent with a Milwaukie Youth Advisory Council's roles and responsibilities could be very effective. The direction that both move and the implementation strategies that both put into effect are not only dependent on one another, but are also complementary. If they prove to be similar, or at least have similar attributes, they could move youth development in profound ways in Milwaukie. A scenario that depicts such concurrency is described below:

The utility of youth involvement in defining City Council's Roles and Responsibilities:

A group of students in Milwaukie High School are interested in doing a project on the Downtown Riverfront Plan. They immediately approach the Milwaukie Youth Advisory Council to ask for their assistance in defining an appropriate research topic. The Youth Advisory Council, having a policy statement that outlines a commitment to service learning that uses community service as the vehicle for the attainment of students' academic goals and objectives, decides that it will bring up the project at their next meeting with City Council and mention it to their staff liaison. City Council, as it is stated in their youth policy statement, are committed to involving youth in any plans for future development, but have not been able to get many young people to attend their board meetings. They immediately recognize this as an opportunity to get youth involved in the plan and recommend that the students review the plan and make comments with the help of their teacher and the Youth Council's city staff liaison. Both the City Council and the Youth Advisory Council have therefore fulfilled their roles as defined in their policy statement and bylaws, respectively.

City Council's roles and responsibilities concerning youth may be most effective and withstand the tests of time if they are drafted when a Youth Advisory Council is formed and its bylaws are created. This is an opportunity for the city of Milwaukie to develop its policy and program development with the direct assistance of those young people who will be most directly affected by such decisions. The discussion that follows recommends specific attributes that the City of Milwaukie may want to consider if it decides to support the creation of a Youth Advisory Council.

2. Youth Advisory Council

A Youth Advisory Council can help youth come together in a group to talk about ideas and issues pertinent to their lives. If properly developed, a youth advisory council can function as a conduit to exchange ideas between city leaders, the community, and the young people in the community. An open

line of communication between youth and adults creates trust. Certain principles have been significant in helping form and maintain quality youth advisory councils around the country. They are as follows:

- **Youth Driven:** Youth being primarily responsible for themselves and how their council operates fosters a sense of ownership.
- **Bylaws and Job Duties:** Having a sense of guidance and duties helps promote organization and efficiency within the council. This organization helps elevate the status of the council among its peers and associates in the community.
- **Visioning of Goals and Issues:** Through retreats or workshops, youth must come together to define their goals. Is community service the defining purpose? Or is it a policy advisory council? This should be updated periodically.
- **Training and Outreach:** Youth must be able to go to other youth councils and committees to discuss issues and receive training through seminars, meetings, or conferences on youth development.
- **Commitment from Local Agency:** The local agency or agencies should commit to providing staff support for the council and funding for essential program elements. This could be from the school district or the City of Milwaukie. Research has indicated that having dedicated staff time elevates the status of the youth council and helps give insight into process and goals of the group.
- **Connection to Community and Government:** Once created, the group must have an open line of communication between local agencies and the youth council. This can be created to include policies and projects being presented to the youth council for input, members of the youth advisory council serving on other city boards and commissions with voting authority, or some combination of the above.

Recruitment to the Youth Advisory Council:

Recruitment for the Youth Advisory Council could begin with consultation with the student council at Milwaukie High School. There has already been interest from this group in becoming involved in a Youth Advisory Council should it be implemented. Once interested persons are identified, recruitment for positions in the council could be open and made public in Milwaukie High School. A concerted effort would then be made to recruit students of various races, sexes, ethnic backgrounds, etc. Also, students with differing interests, after school activities, and lifestyles will be sought. Should such a council be formed it should make a concerted effort to have youth involved who represent the gamut of young people who live in Milwaukie.

Milwaukie may want to consider the appointment of members to the Youth Council using a task force composed of City Staff, citizens, and youth. As an example, the City of Concord appoints its Youth Council members through a task force that consists of:

1. One member of the Parks and Recreation Commission
2. Two Youth Council members not seeking reappointment who are selected by the Youth Council. This would obviously only be an option in Milwaukie after the Youth Advisory Council is up and running.
3. Two representatives of the Department of Leisure Services (similar to Neighborhood Services in Milwaukie, but without Code Enforcement), one being the Leisure Services Staff Liaison.

This is only one example of who could potentially be on a task force to appoint members to a Youth Advisory Council in Milwaukie. Others could include Neighborhood Association members, teachers, counselors, etc. Having youth involved in the task force should be assured, which is a component that should not be missing should one be assembled.

Possible Structure for the Youth Advisory Council:

In order for a Youth Advisory Council to be effective in Milwaukie, it must have a specific and well-defined structure. The process of providing this structure is as important as the structure itself and could take the following path:

A. Drafting of Mission Statement and Bylaws

Once members are recruited they could go through a period of drafting a Mission Statement and Bylaws. Again, the Milwaukie City Council's Mission Statement and Bylaws should be reviewed in this process. Such roles should be concurrent and include such things as training, legal issues, relationships, commitments of members, process versus product, and conflict management. As an example Concord's Youth Council's Vision Statement states:

"The Concord Youth Council, established in 1969, is responsible for conducting public input and advising the City Council on matters pertaining to youth and youth activities. The main purpose of the Concord Youth Council is to represent, inform and involve the entire youth of Concord. The Youth Council also wants to increase its interaction with the community."

The Main Goals for the Concord Youth Council are as follows:

1. Monitor City Council and Commission Meetings to insure the Youth Council communicates its position on various issues pertaining to youth.
2. Act as liaisons to the various high schools in communicating youth issues and activities.
3. Joint sponsor with other city Youth Councils at regional teen activities.
4. Conduct an area-wide forum or conference to discuss relevant issues to youth.

B. Electing Officers

The initially drafted bylaws would not necessarily have to be rigid and well defined, but could be used as a way for the members of the council to decide who is appropriate for specific offices. The bylaws could then be updated on a regular basis in order to remain current and relevant to the issues of the day. Some questions the members would want to consider before nominating others to run for office could include:

- Who took lead roles in drafting the bylaws?
- Who provided useful insight and was open to the opinions of others no matter how much they disagreed with them?
- Who was interested in recruiting members that represent all young people in Milwaukie?

These questions are only given as examples of how the drafting of preliminary bylaws could result in a more informed election of officers to the council. If elections occur prior to the bylaws, those elected may be based on popularity or friendships that are going to be inherent in this process and may occur anyway.

The officers that could be elected may include the following that are taken from Concord's Youth Council representative structure:

1. Chairperson – Presides at meetings, develops agenda with advisor
2. Vice Chair – Assists Chairperson, assumes duties when Chair is unable to attend meetings.
3. Secretary – Records minutes of meetings.
4. Treasurer – Keeps track of Youth Council funds.
5. Historian – Keeps an album documenting events during the year.

C. Strategic Plan

The strategic plan of action for the Youth Advisory Council should again be concurrent with City Council's strategic plan. Some examples that are contained in the City of Milwaukie's Strategic Planning Process include:

- Where are we now?
- Where are we trying to get?
- What are our goals, objectives, and constraints?
- What are the main steps that we must plan? What is their sequence?

This plan should be youth driven, but the City Staff liaison should consult during the process when necessary. Consultation may be heavier in the beginning, especially in relation to the Youth Advisory Council's leadership development. Once officers are elected, roles are made clear, and specific tasks are assigned, the consultation could decrease and more responsibility could be placed on youth leaders of the council. The roles and responsibilities of a staff liaison should be clear from the beginning if one is assigned in Milwaukie. An effective

example of Concord's Youth Council staff liaison's roles and responsibilities is contained in a section to follow entitled Fiscal and Workload Impacts.

3. Youth Resources Information Network

The most efficient and economical way to begin information sharing is the city's hosting of a Youth Resources Inventory on the city's web site. Such an inventory could encompass a vast array of information about the issues that kids face. The opportunities are endless. Social and recreational opportunities could be listed and updated (concerts, movie reviews, sports league information, and links to other organizations such as Mt. Hood Meadows, KUFO, swing dancing sites, etc.) There could be a student activist section that offers a list serve to allow discussions of issues that are of importance to youth whether they be of local or international origin. A list serve would require a youth moderator, a city staff moderator, or both, and specific rules would have to be established to manage the content of the list serve. There could be employment opportunities listed. This section could also highlight youth sponsored initiatives and events from other parts of the world that have been successful or unsuccessful in order to further their knowledge as to what works and what doesn't in terms of youth development ideas. A possible outline for such a site could include, but would not have to be limited to:

Youth Advisory Council

- Meeting Dates
- Mission
- Agendas
- Meeting Minutes
- Bylaws

Youth Development Information

- Search Institute (Have defined 40 Developmental Assets all young people need to succeed.)
- America's Promise (A national campaign to invest in children and young people by mobilizing the nation to fulfill five promises that include caring adults, safe places, a healthy start, marketable skills, and opportunities to serve.)
- Educational Links (Colleges, Scholarship Information, etc.)
- Other examples of Youth Development

Youth Programs/Services Inventory

- Could include such things as Boy Scouts, sports leagues, the availability of counseling, etc.

Things to Do

- Volunteer Information
- Concerts
- Affordable Restaurants

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- Parks and open spaces and activities available at them.
- Radio Stations
- Employment Information

Youth Feedback Section

- Comment area for all issues
- Various forums for discussion
- Serious Topics (i.e. violence, substance abuse, etc.)
- Fun Topics (i.e. sports, music, local events, clubs, etc.)

Fiscal Impact and Workload Impacts

The costs and workload impacts to implement this framework are relatively low because it is intended to be youth driven and eventually self-sustaining. Each section of the proposed framework is described below:

1. Council Support

- This support would cost the city in terms of time given by staff and council members in drafting a Youth Policy Statement. Once drafted, it should be updated annually to remain relevant, current, and ever changing. An example of such a statement from New Zealand is attached at the end of this report.
- Another cost would include time and opportunity for City Council and the Youth Council to meet and hear one another. This could consist of a number of opportunities for open discussion between City Council and the Youth Council. Quarterly work sessions could be made available that focus on youth issues recognized by the Youth Council, minutes of meetings could be disseminated and discussed between the City Council and the Youth Council, etc.

2. Youth Advisory Council

- The costs of implementing this would include administrative support and some time devotion from a staff member who would be directly involved in the beginning and eventually act only as a liaison once the council was up and running. Again, the goal would be for such a council to eventually be self-sustaining and youth driven. Administrative support would come in the form of the preparation and printing of needed documents such as bylaws, minutes, and work plans. Also, financial support from the city should also include postage and printing of mailings as needed to further the Youth council's goals. The staff liaison's roles and responsibilities, as Concord's Youth Council has adopted, could include:
 - Set up Youth Council Orientation at the beginning of the school year
 - Oversee all of the Youth Council Meetings
 - Work with special committees on Special Projects

- Promote Youth Council open seats and assist in the selection of the new Council members every year.
- Schedule Youth Council members to attend all City Council, Commissions, and Board Meetings
- Provide reports to Youth Council pertaining to City policies and procedures
- Provide information to the State in reference to time allotted to the Youth Council by all departments of the City of Milwaukie. The provision of such information could be valuable in forging partnerships with state agencies by demonstrating the commitment Milwaukie has made to youth development. It could also help to elevate youth development issues with respect to the state's priorities thereby increasing the support the state gives to cities such as Milwaukie to further youth development.
- Participate in all Youth Council community activities and fundraising events

3. Youth Resources Information Network

- This would only require time from staff to assemble what would be contained on the web site described above. TechCadre, the student operated web design service at Milwaukie High School, already does the city's web site so placing a youth section on the site would be done by young people and would merely require us to inform them of our plans. Once the information is assembled, it would not require much more of TechCadre's time to include another section.

4. The Potential for Revenue Generation

- The formation of a Youth Advisory Council could actually increase the revenue intake within Milwaukie by establishing a central group of youth, with staff support, to seek and apply for grant funding that is reserved for Youth related projects. This could be especially helpful in obtaining grant funding from sources that have age limits to receive the funding. A few grants with such a description are described below, which come from the National 4-H Council:

A. Safety Education Grant

- National 4-H Council will offer grants of up to \$500-\$1,000 to teams of youth and adults to conduct projects addressing safety issues in their communities. These funds must be matched by local resources and can be the catalyst for securing those resources. Projects can focus on safety in the home, at school, or in the community at large. Awards for this grant are made in January each year.

B. Youth in Action/Community Service

- With Funding from the Metropolitan Life Foundation, the National 4-H Council's Youth Grant Program awards community service project grants of \$500 TO \$1,500 to youth who take leadership roles and work with adult 4-H volunteer leaders and/or County Extension agents. Grants require youth teams to identify critical issues in their communities, develop activities to address these issues, and educate other young people and children on the ways to model community service. Youth must be actively involved in writing the proposal and in program implementation. Collaborative efforts reflecting the diversity of the community are encouraged.

These are only a few examples of the hundreds of local, regional, state, and national grants available to youth. An organized group of youth within Milwaukie such as a Youth Advisory Council could potentially apply for these funds, which would not only increase the revenue intake here, but also increase community development initiatives throughout the city. Such revenue intake may be more likely to consistently be applied for over time if there is an organized body of youth to initiate and seek out such funding.

A Milwaukie Youth Summit

The consideration of the three action plans mentioned above in formulating a Youth Development Framework could all be kick started with a Milwaukie Youth Summit. Such summits have been done elsewhere with resounding success such as the one held in Canby, Oregon on March 30, 2000. The areas that were discussed at the summit included general feelings about Canby, the health and safety of youth, education, employment in the 21st Century, and recreation and community. The results of the focus groups at the summit were compiled taking all subjects and recording the ideas, concerns, and statements of the youth that were involved. These results were then analyzed by a work group on April 11 and April 25, 2000 and each area was discussed to discover what is needed in Canby. Listing needs is important to a Youth Development Process, but what was not done enough in Canby was recognizing and listing the assets already available there.

Building upon assets and then focusing on needs is the recommended direction that Milwaukie may want to consider. If a Youth Summit is done here, it should make a point to recognize assets already in place for Youth Development and then pinpoint strategies to build on those assets.

A Youth Summit in Milwaukie at the start of the new year could also provide the Transforming Government Process with an opportunity to gather focus groups to discuss service provision in Milwaukie.

Alternatives

The alternative to the detailed strategy mentioned in this report may be a general increase in programs and services that allow young people to become involved in their communities throughout Milwaukie. This could include more civic issue learning in the high school, more opportunities for youth to volunteer, and/or more recruitment of youth to current and future boards and commissions. These alternatives would be most valuable if someone at the City of Milwaukie were responsible for providing technical and administrative support to such initiatives.

It is the opinion of many within the Youth Development field, both professionally and academically, that a general increase in such programs and services is made much easier if it is initiated and furthered by youth themselves. The most efficient, economical, and lasting way to forge such an increase may be through a Youth Advisory Council. Without such a structure youth programs and services will probably continue in Milwaukie, but in a very fragmented manner. New Programs and Services that are current, relevant, and necessary in Milwaukie may be less likely to occur without the structure that a Youth Advisory Council could potentially provide.

YOUTH POLICY

CHRISTCHURCH CITY COUNCIL

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The Christchurch City Council is committed to developing, supporting and promoting initiatives which positively contribute to the safety and wellbeing of young people, their families and communities.

OUTCOMES:

The Christchurch City Council will work towards developing a city where:

- Young people's views and contributions to their families and their communities are valued
- Young people are cherished and their diversity is recognised, acknowledged and celebrated
- The views of young people are sought and taken into account in the development of the Council's policies and activities
- Young people have access to the information and resources required to meet their needs in the areas of:
 - Health, safety and wellbeing
 - Physical environment and design
 - Entertainment and recreation
 - Education and training
 - Employment
 - Family

SCOPE:

All Christchurch people aged 13-25 years, recognising that there are varying needs within this age group.

ROLES:

In working towards these outcomes the Christchurch City Council will have the following roles:


- To ensure that the views and needs of young people are taken into account in Council activities
- To advocate on behalf of, and with, young people
- To resource, provide and support services for young people in partnership with other agencies where appropriate
- To be a coordinator, with the community, of activities which provide for young people

Note: An action plan for this document will be developed annually for implementation



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To: Mayor and City Council

Through: Mike Swanson, Interim City Manager
Michelle Gregory, Neighborhood Services Manager 

From: Jason Wachs, Program Specialist

Subject: Citizen Involvement Boards

Date: January 26, 2001

Action Requested

This report attempts to clarify whether or not the City of Milwaukie is an appropriate place for the creation and maintenance of an official Citizen Involvement Board. Such a board could complement the already existing framework for involving citizens in both General City issues and Land Use issues that currently consists of, a quarterly Neighborhood Leadership meeting, participation in the seven Neighborhood District Associations, and citizen involvement on various boards and commissions.

Summary

A Citizen Involvement Board (CIB) is essentially a group of citizens who have official recognition from a governmental body with written bylaws and elected officers. Goals may differ from one to another but the basic purpose of CIBs is to involve, inform, consult, and engage citizens in local government. Corvallis, OR and Springfield, OR have gathered CIBs together to address Oregon's statewide Goal #1 (Citizen Participation) with respect to Land Use issues. Washoe County, NV maintains a CIB in order to inform County Commissioners about the needs/concerns of residents and property owners, while providing a forum for citizens to learn about activities of county government. Specific attributes of CIBs to consider include such things as equal representation, the transcending of Land Use Issues, and ongoing training of board members. The impacts of a Citizen Involvement Board could depend on which of three avenues are chosen. The first involves the initiation and maintenance of a CIB while continuing the

quarterly Neighborhood Leadership Meetings (NLM). The Fiscal Impacts of this option could consist of planning, outreach, and implementation and staff time may nearly double to gather and maintain both a quarterly NLM and a CIB. The second avenue includes the augmentation of the NLMs to resemble a CIB. The Fiscal Impacts of this option may only consist of the drafting of bylaws and the election of officers and staff time would only increase slightly from what is already devoted to the NLMs. The final avenue is to do nothing and continue involving citizens in Milwaukie's local government through the NLMs, citizen involvement on boards and commissions, and involvement in the Neighborhood District Associations.

Background

Citizen Involvement Boards have been in place throughout Oregon and the rest of the United States for a number of years. How they have succeeded or are expected to succeed in cultivating participation by citizens in governmental and community initiatives is an important question that this report is attempting to clarify. Three case studies of Citizen Involvement Boards were conducted for this report and include the City of Corvallis, OR, the City of Springfield, OR and Washoe County, NV. Corvallis and Springfield were specifically chosen to illustrate how other cities in Oregon are addressing Statewide Goal #1 relating to Citizen Participation. Washoe County was chosen to provide an example from outside Oregon to illustrate how other jurisdictions are addressing Citizen Participation and because it appears to be succeeding in cultivating citizen participation in a proactive manner. They were also chosen because they each have differing organizational structures, goals, and success rates, which is intended to help clarify how appropriate such a board would be for the City of Milwaukie.

Case Study #1 - City of Corvallis, OR - Committee for Citizen Involvement

Overview:

The City of Corvallis' Committee for Citizen Involvement consists of nine members who are all appointed by the mayor and who reside within the Corvallis Urban Growth Boundary. Two liaisons sit on the committee, one from City Council and one from the Planning Commission. This Committee is independent from any other standing Boards and Commissions and members shall not be current members of any other standing City Board or Commission.

Corvallis does not have an organized Neighborhood Association Framework in place as is the case in Milwaukie, but staff sources say it is something that they would like to devote more time and resources to in the future. The same staff members feel that the majority of the populace supports the creation of such a framework, which they feel warrants the devotion of staff time and resources. The City has a list of neighborhood associations and homeowner associations, to which the Planning Department sends public notices and updates on planning

activities. Some associations are somewhat active, while others are not active at all.

Objectives:

The primary objective of this Committee is to involve and inform citizens about Land Use Issues in accordance with Oregon's Statewide Planning Goal #1.

Notable Achievements:

The first two goals of the CCI in Corvallis are as follows:

- Providing information to citizens regarding opportunities to become involved in land use processes and decisions;
- Developing educational materials to promote greater understanding of land use issues.

These goals appear to have been achieved in Corvallis. Brochures have been created and are available in various locations and on the internet. These brochures include a Land Use Applicant Toolkit, which provides guidance to land use applicants with suggestions for citizen outreach, with an emphasis on neighborhood meetings, a Participating in Land Use Decisions brochure, which provides an introduction to land use decisions, how citizens can get involved, and where to find more information, and a brochure entitled Corvallis Land Use Decisions: Tips for Providing Effective Testimony, which includes suggestions for preparing verbal or written testimony for proposed land use decisions. This dissemination of information follows the work plan for the CCI, which begins with the task of ensuring the availability of information about Land Use decisions and its processes.

The final goal of the CCI in Corvallis is to:

- Evaluate programs and procedures used to promote citizen involvement in land use planning.

This evaluation has not occurred and is the last portion of the work plan for the CCI in Corvallis. Such an evaluation could be the most effective aspect of the CCI and may reveal whether or not the mass dissemination of information about Land Use Planning decisions and processes that has been done is sufficient to involve and inform citizens in Corvallis.

Assessment:

Corvallis' Committee for Citizen Involvement's primary objective of involving and informing citizens about Land Use Issues seems to be missing an extremely important aspect of the reason to gather such a committee. First of all, many citizens do become involved in Land Use issues, especially issues that affect taxes and result in change within a given city. Making a concerted effort to address Land Use issues is not a bad idea per se, but if such a committee is going to be useful and effective it should go further in involving citizens. This could include such things as social capital, community identity, volunteerism, etc. Two important lessons learned from Corvallis include:

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- Addressing Land Use issues is important, but if time and money are spent on gathering such a committee, it should look to go much further than this.
- A citizen involvement board's most powerful attribute could simply be an opportunity for citizens to conceptualize, define, articulate, and implement issues that are recognized by people who live in a given place. An open forum for a wide array of topics to enter into the discussion that go beyond Land Use issues may be the result of a Citizen Involvement Board.
- The fact that Corvallis has no organized Neighborhood Association framework is a shortcoming of this involvement strategy. Members to the Committee for Citizen Involvement are selected randomly and appointed by the mayor. This strategy for filling positions on the committee does not ensure that there is equal representation from each of the neighborhoods within Corvallis. If the Neighborhood Associations were organized and Committee members were chosen from each neighborhood, this representation could potentially be more encompassing of those who live in Corvallis. Members could potentially be brought to the committee via the Neighborhood Association officer elections.

The City of Milwaukie may not want to use Corvallis as a model for its Citizen Involvement Strategy. Land Use issues already get people passionately involved here to some extent. Moving beyond only discussing and reacting to issues is vital to an effective Citizen Involvement Board in Milwaukie. Why duplicate and expend resources on what is already occurring here? If a board is created it should be proactive in its thinking to go beyond the reactionary dynamic citizens are already accustomed to.

Case Study #2 – Springfield, OR – Citizen Involvement Program

Overview:

Springfield has had a Citizen's Involvement Program to address Statewide Goal #1 since 1990. This program consists of two sections that include General Citizen Involvement and Land Use Planning.

Objectives:

The General Citizen Involvement aspect of this program describes how the city will provide for citizen participation in general City issues, while the Land Use aspect provides an overview of how the City will provide for citizen participation in land use issues. General Citizen Involvement is maintained by the City's Communication Manager who is given the duty to review the City's public information and community outreach programs.

The Land Use component of the program provides opportunities for involvement citywide, through neighborhood associations, planning advisory committees,

other groups, individuals and agencies, and regional bodies. Under the Land Use component is a provision that includes an officially recognized Committee for Citizen Involvement whose members are nominated by the Mayor or Councilors and then confirmed by the Mayor and Council during a public meeting, which in reality is the Springfield Planning Commission itself.

Notable Achievements:

The General Citizen Involvement aspect and the Land Use Component of the CCI in Springfield have made strides in involving citizens. This has been accomplished through heightened correspondence with four notable programs and groups. They include:

1. Public Information Programs
 - a. Meeting announcements and agendas for all Commissions and Committees are sent on a weekly basis to all news media in the Springfield Metropolitan area.
 - b. Display advertising is bought in the Springfield news and other broadcast news media in the area to publicize hearings and major meetings.
 - c. Mayor and other city officials often go on local radio call-in shows.
 - d. Numerous brochures about City Services and Programs are printed and disseminated throughout the year.
2. Neighborhood Associations
 - a. City sends a monthly agenda of the Springfield Planning Commission to the recognized neighborhood association presidents, and staff reports for land use actions within the association's boundaries.
3. Planning Advisory Committees
 - a. The CCI appointed a Gateway Plan Advisory Committee in April of 1990 and has since appointed other planning advisory committees when they were needed. These committees increase citizen involvement by allowing a group of citizens to review all draft "working elements" that result in the final draft of new plans in Springfield. The groups work products are delivered to both the Planning Commission and City Council and are made available to any other interested parties who want to review them.
4. Other groups
 - a. The CCI has enabled the City of Springfield to gather various Ad-Hoc Advisory Groups consisting mostly of citizens. These groups began in 1990 when one was assembled to consider possible sites for BPA power line corridors in Eugene and Springfield.

Assessment:

The strategy that Springfield has employed is an example of a city finding a way to address the issue of Citizen Participation without expending further resources or staff time beyond what was in place before Statewide Goal #1 was

implemented. This program is financially easy to implement, but it does not offer any opportunities or strategies for citizens to proactively become involved. The objectives of the General Citizens Involvement program give much lip service to citizen involvement, but includes no implementation strategies. On the other hand, the Land Use aspect of this program does have specific tasks listed, but the fact that it is conducted and maintained by the Springfield Planning Commission relegates itself to being misrepresentative of the community at large. Two important lessons learned from Springfield could include:

- Springfield's program appears to be a reaction to the fact that it was required to address Citizen Participation principles and ideas mandated by the State of Oregon, but it did not attempt to do so proactively or with much conviction.
- This program is simply outdated and not relevant to citizen involvement in the year 2000. As with Corvallis, Springfield tends to focus on getting citizen involvement with respect to Land Use Issues. This involvement is usually a reaction by citizens to a proposed plan or shortcomings within their neighborhoods. Milwaukie may want to address citizen participation in a proactive, relevant and current manner that contains specific implementation strategies, which are continuously updated and refined.

What can be learned from Springfield and Corvallis?

The case studies outlined above contain very valuable lessons that the City of Milwaukie can utilize in determining whether or not it should implement a Citizen Involvement Board. The information that has been gathered concerning Springfield and Corvallis has shown that Citizen Involvement Boards are very effective in obtaining citizen involvement and input, but the structure and objectives of such boards reveal how effective they will be over time. These two examples have some basic problems associated with them.

- The topics and issues that are discussed are too narrow. Both concentrate on land use issues, which are reactionary issues that many citizens already are very passionate about. There is no room in either strategy to be creative or proactive in getting citizens involved who would otherwise not get involved.
- The second shortcoming of these Citizen Involvement Strategies is the lack of a specific implementation strategy. The bylaws of each are extremely broad and do not contain specific information about officers, tasks of members, goals, strategies to involve a cross section of the population, and ways to update and change over time.
- These strategies and boards simply have no direction and no recognized avenues for change. They appear to have been gathered merely because citizen involvement was mandated by Oregon Statute.

These case studies are given as examples of how Milwaukie may not want to go about forming a Citizen Advisory Board. A board that only discusses Land Use issues may not be needed in Milwaukie. Citizens are involved in such discussions already through the Neighborhood District Associations, the Land Use Commission, and the Planning Commission. Also, a Citizen Involvement Board here that does not have specific goals, action plans, and strategies of how to change over time may not be effective and may only duplicate efforts.

The final Case Study below is an example of a well-structured and very effective Citizen Involvement Strategy in Washoe County, NV that takes advantage of a network of Citizen Involvement Boards throughout the county. Should a Citizen Involvement Board be created in Milwaukie, it could learn much from what is happening in Washoe County.

Case Study #3 – Washoe County, NV – Citizen Advisory Boards (CAB)

Overview:

The Board of Washoe County Commissioners in 1975 began to establish citizen advisory boards in areas of the county where residents share similar problems and concerns and where the community is distinct from other communities. The legal basis for such boards is under a Nevada Revised Statute, which authorizes the Board of County Commissioners to establish citizen advisory boards “for any purpose relating to the County about which the Board desires study or advice.” Citizen Advisory Board members must reside within the geographic area of responsibility for their advisory board. Members are appointed by the Board of County Commissioners for only one two-year term to ensure that all major viewpoints are examined, and that the citizen advisory board is not dominated by any faction or special interest group. If there are no acceptable applications for a position within a specific area of representation on a citizen advisory board, the Board of County Commissioners may change that position to an at-large position for one term. At the end of that term, the position reverts back to the original representation.

Washoe County has 14 officially recognized Citizen Advisory Boards with a total of 89 citizen officers at the writing of this report. Approximately 5 to 10 officers sit on each board depending on the size of the geographic area represented.

Objectives:

There are two primary objectives of Citizen Advisory Boards in Washoe County. The first is to inform the County Commissioners about the needs and concerns of residents and property owners in their community. The second is to provide a forum where citizens can learn of the activities of County Government. Members of the board are expected to be responsible for representing and understanding the views of neighbors and developing and maintaining good communication with the Board of County Commissioners. Other responsibilities of the Boards are providing advice on land use issues, zoning, county services, budget, taxes and

other matters, as well as disseminating information to the citizens within their geographical area of responsibility on areas of concern to the residents and property owners.

Notable Achievements:

The objectives of the various Citizen Advisory Boards in Washoe County have been met to a great extent. The two primary objectives of Citizen Advisory Boards in Washoe County and how they have been met are below:

1. The first is to inform the County Commissioners about the needs and concerns of residents and property owners in their community.
 - An active membership in most of the Citizen Advisory Boards throughout the county has insured that this has occurred. A profile of CAB Membership was compiled using a telephone survey completed by the University of Nevada Cooperative Extension. The profile pointed out that members were interested in articulating their needs and concerns to anyone who would listen, including the County Commissioners. The profile listed member attributes as including:
 - a. Most citizens join the CAB's to be involved in their community.
 - b. Typically members are long term residents in the County (approximately 20 years)
 - c. 76% of members have some form of higher education.
 - d. Most members are generally satisfied with being a board member.
 - e. Satisfaction and motivation levels are not low, but they could be improved upon.

2. The second is to provide a forum where citizens can learn of the activities of County Government.
 - a. This objective has been achieved through the CAB monthly meetings where citizens discuss County Government and also invite speakers from the County Government to present and discuss County -wide issues.
 - b. Also, the CAB's are asked to give feedback and endorse plans as they are discussed within each neighborhood boundary. For example, the Arrowcreek Park Master Plan was recently approved and endorsed by the Southwest Truckee Meadows CAB and the Parks Commission. This was only after considerable public comment about the plan that went through various iterations before the CAB approval.
 - c. Lastly, the city sponsors a monthly CAB Newsletter for members of the Washoe County Citizen Advisory Boards. It includes a section on statewide issues, a "Did you Know" section about current events and plans in Washoe County, updates about processes, profiles of board members, and contact information.

Assessment:

Washoe County's Citizen Advisory Boards have many attributes that have contributed to the success and high participation rates it has enjoyed for a number of years. These attributes are described below.

- New members must attend a new member orientation training session within six months of appointment. Failure to comply with this requirement results in automatic removal from the Citizen Advisory Board. This type of training is very unique to Washoe County and could be emulated in Milwaukie. It has resulted in heightening the level of knowledge among board members in relation to how government processes work, which in turn has allowed members to articulate issues more comprehensively.
- The Washoe County Department of Comprehensive Planning supports all of the Citizen Advisory Boards, which is in the form of record keeping, membership, one full-time administrator for the overall program, and budget and financial support.
- In order to keep attendance of board members consistent at all meetings, any member who has three consecutive unexcused absences from regular board meetings is automatically removed from membership on the advisory boards under provision of Washoe County Code.
- Meetings of all Advisory Boards are held once a month and, when possible, the meetings are held in publicly owned buildings. The meetings are always held in the same meeting place unless it is recognized that moving the meeting place would encourage community/neighborhood attendance for a specific meeting.
- Washoe County also has a recommended order of business for the meetings, but it is recognized that the content and results of the meetings are much more important than adhering to strict meeting formats. The recommended agenda for meetings include name of the Citizen Advisory Board, date and time of meeting, location of meeting, call to order, roll call, approval of agenda, approval of minutes for previous meeting(s), old business, new business, public comments, and an adjournment.
- Three officers are elected from membership and include a chairman, vice-chairman, and secretary-treasurer. The duties of each elected officer are outlined in the bylaws and are very specific. Correspondence is delegated to the chairman and other officers should the chairman not be available.
- Amendments to the standard bylaws may be recommended by a Citizen Advisory Board to cover unique issues or concerns in the advisory board's area and must be approved by the Washoe County Board of County Commissioner to take effect.

Lessons learned about how to structure a Citizen Involvement Board should it be implemented in Milwaukie:

The Case Studies outlined above provide valuable lessons about how best to implement a Citizen Involvement Board in Milwaukie. If done properly, such a board could make great strides in addressing issues and involving citizens throughout the City. These lessons include:

1. Bylaws and implementation strategies should be created that are as specific as possible and updated yearly. Also, anyone should be able to recommend an amendment to these bylaws at anytime with final decisions being relegated to City Council.
2. A citizen involvement board should go beyond addressing land use issues and bring multifaceted ideas, values, and points of view into popular discussion.
3. The involvement board should seek to remain current and make strides to proactively involve citizens who may otherwise only become involved in local government as a reaction to issues that directly affect them.
4. Representation on such a board must be all-inclusive both geographically and demographically.
5. Such a board should meet fairly often and should appoint members to act as liaisons to various boards and committees both in the City of Milwaukie and the rest of the region. This representation will allow such members to report back to the group about present and future issues as they arise so that they can be discussed within the group.
6. Members of Citizen Involvement Boards should be required to attend a training session about local government processes and structure.
7. If a Board is created in Milwaukie, the City should be clear as to the type and level of support it will lend to the Board over time. The recommended level of support should, at a minimum, include record keeping, membership, budget and financial support, and a dedicated staff member/s to act as a liaison.
8. Board members should be removed from the Advisory Board should they accumulate more than 3 unexcused absences.
9. Meetings should occur once a month and move from neighborhood to neighborhood in Milwaukie on a rotating basis. This may heighten attendance from residents in each neighborhood.
10. A specific outline of meeting agendas should be created and used as a basis for each and every meeting of the board. This will ensure consistency and may help attendance because those who can only attend a portion of a meeting will know approximately when things they are interested in will be discussed.
11. A chairman, vice-chairman, and secretary/treasurer should be elected and over time other positions should be created to delegate responsibility to specific persons. This will ensure that specific tasks are completed and holds someone responsible should they not be completed.
12. The chairman should be responsible for correspondence with other officers available should the chairperson not be available.

Fiscal Impact

The fiscal impacts of a Citizen Involvement Board could depend on how it is structured and/or the support that it receives from the city. These matters would need to be discussed before it is created. The boards that have been discussed above from other jurisdictions try to use existing staff as liaisons, while having the citizens themselves do most of the required work. A brief description of the budgets for a few Citizen Involvement Boards are contained below:

1. Corvallis, Oregon's Committee for Citizen Involvement (CCI) is a nine-member committee all appointed by the mayor. The Planning Director was involved with the initial setup of the committee who also worked with the City Council to establish the ordinance that created the CCI. Corvallis had a consultant prepare a report outlining some options for creating the CCI. The consultant estimated that all of his time amounted to about \$5,000. The total budget for Corvallis' CCI has been limited for printing, publishing, and design assistance, which has amounted to about \$5,000 annually. The CCI did receive a budget enhancement last year of an additional \$5,000 to support web site development.
2. Washoe County, NV has 14 Citizen Advisory Boards (CAB). The annual budget for their CAB Program is approximately \$90,000. This includes secretarial services, mailings, reproduction services and public relations activities. There is also one staff person who administers the program on a full time basis. These figures are very similar to the Neighborhood District Association structure currently in place in Milwaukie.
 - a. 14 Citizen Advisory Boards with a total budget of \$90,000 results in each board receiving approximately \$6,429 annually. Each board receives approximately 3 hours of the staff person's time per week.

Potential Fiscal Impacts to consider:

- Fiscal impacts will be dependent upon the structure of a Citizen Involvement Board in Milwaukie. Corvallis works with a very limited budget of about \$10,000 per year and about 40% of a staff person's time is devoted to the committee. A Citizen Involvement Board in Milwaukie may not need this much staff time or the \$10,000 that is allocated to it in Corvallis. It is my opinion that Milwaukie's fiscal impacts with respect to a Citizen Involvement Board will resemble Washoe County's instead. This opinion arises from the fact that a structure to create and support a Citizen Involvement Board is already in place here in the form of the quarterly Neighborhood Leadership Meetings that already require limited funding and staff support for its maintenance. This will be discussed in the alternatives section at the end of this report.

- Washoe County, NV currently only spends about \$6,429 annually on one of their Citizen Advisory Boards, which is all that may be needed in Milwaukie. This was calculated by taking the \$90,000 total budget for the program and dividing it by the 14 Citizen Boards that this amount supports. The amount is given here to illustrate that with little funding and staff devotion, a Citizen Involvement Board can be created and maintained that is effective in furthering a jurisdiction's goals pertaining to citizen involvement.

Work Load Impacts

The work load impacts could be significant in the planning, gathering, and implementation stages. These impacts could include, but are not limited to:

- A. Planning
 - 1. Brainstorming and researching the structure of other Boards. (This report attempts to clarify this aspect of the work plan.)
 - 2. Creating a Work Plan that is current and relevant to Milwaukie, which involves citizens throughout its creation.
- B. Outreach
 - 1. Outreach strategies would have to be designed and implemented to find interested people willing to devote time to the board.
 - a. Such strategies should attempt to involve citizens from all seven Neighborhood District Associations in Milwaukie.
- C. Implementation
 - 1. Staff time would have to be spent in working with members to draft bylaws, elect officers, etc.
 - 2. Providing administrative support could require staff time and materials such as paper, copying, mailing expenses, etc.

Once the Advisory board is created, it could require staff time in the form of maintenance and research activities. The maintenance and research could include the following:

- D. Maintenance
 - 1. At least one City of Milwaukie Staff person should act as a liaison to this board in order to act as a resource. This liaison should not attempt to control or conduct the meetings or the agenda, but could potentially act as a mediator, especially when internal disputes flare up.
 - 2. Again, administrative support could continue to require city staff time. This could include outreach, copying, further research about topics that the board may want to investigate, etc.
- E. Examples of Workloads from Case Studies
 - 1. Corvallis, Oregon's Committee for Citizen Involvement is made up of nine citizen members all appointed by the Mayor. About 40% of one of their Associate Planner's time is allocated to the CCI for coordination and

maintenance. Workloads for the initial setup were divided among the Associate Planner, the Planning Director, and a consultant that outlined the options for the creation of the CCI.

2. Washoe County's CAB Program has one full-time administrator. The County contracts with three independent companies to provide secretarial services. Staff from other departments and agencies attend the CAB meetings on an on-going, as-needed basis to provide technical support. The CAB's each meet monthly and their meetings are approximately 3 hours in duration.

Potential workload impacts to consider:

- The initial setup could be more economical and efficient and may not significantly impact workloads of current employees if a team is gathered that may include various Department heads and the staff person that will be responsible for the board once it is created. In this manner each department is able to contribute and remain aware of the creation of the board, which may prove to be the most labor-intensive time. Also, consultants may want to be considered to develop options for creating the board.
- Milwaukie may only need one Citizen Involvement Board so a dedicated staff member may need to devote approximately 2-4 hours per week to the Citizen Involvement Board in Milwaukie if it were structured like Washoe County's. Some further secretarial services may need to be provided in addition to this 2-4 hours, but should not be substantial. The total amount of staff time needed could fluctuate, but the average time spent would most likely not exceed 6 hours per week. This could include administrative support, attendance at meetings, and time to do research into topics that the board is interested in learning about.
- Having various staff members attend meetings and help out with technical matters could lighten workloads. Various departments could send representatives to meetings on an ongoing, as needed basis. This strategy resembles the current appointment of various City of Milwaukie Staff to meetings of the seven Neighborhood District Associations in Milwaukie.

Alternatives

The alternative to implementing a Citizen Involvement Board is to continue treating citizen participation in accordance with Oregon's Statewide Goal #1 as it has been for a number of years through the Land Use Committees. This involvement is augmented by citizen involvement on various boards and committees, the quarterly Neighborhood Leadership meetings, and involvement in the seven Neighborhood District Associations. The quarterly meetings of Neighborhood Leaders in essence act as a Citizen Involvement Board already. By expanding on the already existing structure, citizen involvement could be heightened without initiating completely new programs. The transformation of

the quarterly Neighborhood Leadership meetings into something that resembles a Citizen Involvement Board could include, but is not limited to:

- What could be most important in transforming the Neighborhood Leadership meetings into an official citizen involvement board is a structure that is in place from the beginning. The case studies within this report all attest to the utility of having a well structured Citizen Advisory Board that at least contains bylaws, elects officers, outlines a detailed schedule of meetings for the year, and assigns at least one dedicated staff person to provide support such as technical advise and the researching of new ideas, initiatives, and programs. Some important points to consider that could be a result of a Citizen Involvement Board in Milwaukie with no structure are outlined below.
 1. Without a specific process to elect officers all major viewpoints may not be examined and the citizen involvement board could become dominated by a faction or special interest group.
 2. The citizen involvement board may not have the ability to assign specific tasks to specific people, which may leave vital tasks, such as fundraising, left undone.
 3. Structure gives a citizen involvement board more legitimacy, which leads to more influence with respect to local issues that the board discusses and acts upon.

The quarterly Neighborhood Leadership meetings could be given such a structure with very little additional staff time and other city resources. The members are already gathered from each of the seven Neighborhood District Associations, which would eliminate the need to do further outreach, at least initially. The quarterly meetings are already scheduled and the participants come ready and willing to participate. Dedicated staff members from Neighborhood Services are already assigned to work with the Neighborhood Leaders. The creation of bylaws and the election of officers could then proceed with relative ease. What is left may be a discussion of how often to meet, which would have to be voted on by all members present.

- The Neighborhood Leaders could be granted some sort of voting right when issues are voted on by City Council. Citizens are always told that their opinions and viewpoints are important to the process and to become involved, but it is usually not clear to them how their opinions and viewpoints were important, which sometimes leads to a mistrust in local government that can perpetuate over time. Granting a Citizen Involvement Board a single vote pertaining to specific matters decided on by council may give citizens an opportunity to clearly see how their ideas made a difference in the final decision. This could also lead to more participation and interest in a Citizen Involvement Board by a wider spectrum of the population in Milwaukie. People generally become interested in participating in something when they can actually influence the process in a concrete and obvious manner.

The implementation of a Citizen Involvement Board separate from the Neighborhood Leadership meetings may result in a group of citizens being diverted from these meetings anyhow. These are the citizens who most likely would want to become part of such a Board. Approaching these meetings and transforming them into something akin to a Citizen Involvement Board could save much time and resources in assembling the board efficiently and effectively.

On the other hand, a Citizen Involvement Board that is separate from the Neighborhood Leadership Meetings could provide all citizens of Milwaukie the opportunity to become involved in local government and issues that affect them. This may be a welcome opportunity for many people in Milwaukie who, for one reason or another, do not become involved in their local Neighborhood groups. Furthermore, operating two separate groups could lead to a preservation of the quarterly Neighborhood Leadership meetings as a forum for leadership development, which may be a preference of the neighborhood leaders. Leadership development could potentially be stifled if only a Citizen Involvement Board is up and running because neighborhood specific issues may be overshadowed by much broader issues affecting the entire City of Milwaukie.

If a Citizen Involvement Board were created separate from the Neighborhood Leadership Meetings is there much utility in continuing the operation of both or could one be absorbed into the other?

This question may only be answerable after the creation of a Citizen Involvement Board. If the majority of citizens who are interested in joining a Citizen Involvement Board come from the usual attendees of the quarterly Neighborhood Leadership Meetings, then operating both groups may only serve to duplicate efforts, which is not economical or efficient. On the other hand, if the majority of citizens who are interested in joining a Citizen Involvement Board are citizens that have interests beyond their specific neighborhood, or citizens that have had very little or no involvement in their neighborhood, then it may be useful to operate both a monthly Citizen Involvement Board and the quarterly Neighborhood Leadership meetings. This could serve to maximize citizen involvement in Milwaukie and may not lead to a duplication of efforts.



WS. 4 1

To: City Council

Through: Mike Swanson, City Manager Pro Tem
Martha Bennett, Assistant City Manager

From: Alice Rouyer, Planning Director

Subject: Urban Forestry Update and Ad Hoc Committee Charge

Date: January 26, 2001 for the February 6 meeting

Action Requested

1. City Council discussion about direction and priorities of Urban Forestry program
2. Review and approval of the Urban Forestry Ad Hoc Committee Charge Statement

Background

At the May 1, 2000 work session, City Council spoke with three citizens interested in the direction of the proposed Urban Forestry Ordinance. The citizens gave the Council input on the proposed ordinance, stating those areas that both caused concern and those elements that should be preserved in an Urban Forestry program. Following this discussion, the Council directed staff to develop a charge statement for an Urban Forestry Ad-hoc Committee. The Council reviewed this statement and solicited applications to participate on the committee from interested citizens.

In September, the Council decided to await appointment of the committee until early 2001, when more staff resources are available to manage the committee. Six citizens have officially applied for the committee, while one citizen expressed verbal interest in sitting on the committee with the City Recorder. The applications and note from City Recorder Pat DuVal are attached (see Attachment A).

Staff is now ready to begin working with the Urban Forestry Ad-Hoc Committee and is requesting that the Council review the committee charge statement again prior to appointing the committee. It is important that the Council give both staff and the ad-hoc committee a clear assignment of tasks and a schedule of completion of these tasks.

WS. 4 2

Some recommended tasks are included below for discussion on February 5. Upon acceptance of a charge statement, the Council can begin interviewing committee members for appointment as early as the February 26 work session.

Charge Statement/Work Program for the Ad-Hoc Committee

1. Review the March 2000 draft Urban Forestry Ordinance. Identify deficiencies and highlights in the draft and recommend approaches to City Council that relate to:
 - Regulation of tree cutting on public property;
 - Protection of tree resources on private property including possible incentive-based programs; and
 - Protecting significant, historical trees

2. After no more than 4 meetings and no longer than 4 months from the date of the first meeting, the Committee should report findings and conclusions to Council at a work session.

Attachments

Attachment A: Urban Forestry Ad-Hoc Committee Applications

ATTACHMENT A

10722 SE Main Street-
Milwaukie, OR 97222
Phone: 786-7502
Fax: 653-2444
Pager: 271-2192

WS. 4 3

Facsimile transmittal

To: Alice **Fax:** 503-774-8236

From: Pat DuVal **Date:** 01/25/01

Re: Tree Committee Applications **Pages:** 7 including cover

CC:

Urgent For Review Please Comment Please Reply Please Recycle

Per your request, the applications for the Tree Committee. Betty Chandler, a current CUAB member, also responded by phone to *The Pilot* article.

Call if you have any questions.

Thanks,

Pat



WS. 4 .7

**CITY OF MILWAUKIE
APPOINTED ADVISORY BOARD APPLICATION**

Mart A. Hughes
3006 SE Washington Street
Milwaukie, Oregon 97222

503 659 8509

COMMUNITY SERVICE EXPERIENCE

Milwaukie Parks and Recreation Advisory Board
Board of Directors The Wetland Conservancy
City of Milwaukie Goal 5 Advisory Task Force
Chief petitioner of Milwaukie City Measure 3-5
City of Milwaukie Riverfront Advisory Committee
North Clackamas Parks Task Force.
Candidate for Milwaukie City Council
Johnson Creek Corridor Committee
North Clackamas Storm Water Management Citizens Advisory Committee
Oregon Department of Fish and Wildlife Naturescaping Program
Metropolitan Greenspace Program
Friends of Spring Park Elk Rock Island
Friends of Johnson Creek
Friends of The Clackamas River
The Oregon Potters Association, Treasure and Board member

I have applied for this position because I care about the livability of Milwaukie as a residential community.

As a biologist I have a technical understanding of the issues involved regarding the maintenance and management of trees in a urban setting. As a community activist I have a set of political skills that will contribute to the development of a successful Urban Forestry ordinance.

WS. 4 9

CITY OF MILWAUKIE
APPOINTED ADVISORY BOARD APPLICATION

Name: Gary Nebergall Date: 7/5/00
Street address: 8626 SE 30th Milwaukie, Oregon 97222
Business Phone: 503-653-6873 Home Phone: 503-659-9373

How long have you been a Milwaukie resident? 27 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?
Being involved in meetings

(21 Years)
Occupation: Owner of Tree Maint. Co Employer: City Wide Tree Service, Inc.
Employer's Address: 11254 SE 21st Ave Phone: 503-653-6873

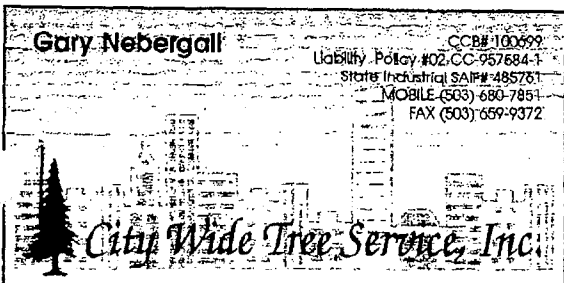
Please list any prior civic or professional activities. _____

Why have you applied for this position? I am very interested in trees in general. I am specifically interested in how government regulates trees. I think I have a great deal of experience in dealing with the public and municipalities and how they interact.

What special training, skills, or experience have you had that would be pertinent to this application? I have been in the tree business full time, 6 and 7 days a week for 21 years, I have been self employed for all but 5 of those years. It has been my hobby and my livelihood.

Board(s) or Commission(s) in which you are interested. Urban Forestry Ad Hoc 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, 3200 SE Harrison, Milwaukie, OR
ed additional information, please call 786-7502.



_____ Information Sent _____
_____ Appointed _____
_____ Term Expires _____