

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
FEBRUARY 6, 2001**

Call to Order

The 1855th meeting of the Milwaukie City Council was called to order by Council President King at 6:00 p.m. in the City Hall Council Chambers. The following Councilors were present:

Brian Newman

Larry Lancaster

Staff present:

Mike Swanson,
City Manager Pro Tem
Tim Ramis,
City Attorney
Martha Bennett,
Assistant City Manager

Alice Rouyer,
Planning Director
Jack Perry,
Operations Supervisor

PLEDGE OF ALLEGIANCE**PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS****Scouting Anniversary Week**

Council President King read a proclamation naming the week of February 4, 2001, as *Scouting Anniversary Week*. Scouts from Packs 153 and 513 introduced themselves.

CONSENT AGENDA

It was moved by Councilor Newman and seconded by Councilor Lancaster to adopt the Consent Agenda consisting of:

- A. City Council Minutes of January 16 & 23, 2001;
 - B. Roswell Sidewalk/Storm Project, Final Acceptance;
 - C. Les Schwab Tires Purchase Order Amendment;
 - D. McLoughlin Boulevard State Transportation and Growth Management (TGM) Grant Intergovernmental Agreement;
 - E. Resolution 6-2001: A Resolution of the City Council of the City of Milwaukie, Oregon, Creating a Temporary Business fee for People and Institutions Conducting Business for Less than Two Consecutive Months in One Calendar year within the City of Milwaukie and Repealing Resolution No. 3-2001; and
 - F. Park and Recreation Board Facility Naming Recommendation
- Motion passed unanimously among the members present.

AUDIENCE PARTICIPATION

Michael Davis, Masonic Lodge, 10636 SE Main Street. He requested time at the next Council work session to discuss concerns with the Transit Center and planned development. Concerns included parking for the Lodge, Library, and nearby businesses, increased noise and air pollution, and safety. He was concerned the busses might compromise the structural integrity of the Lodge. The current underage drinking and drug problems may move from Scott Park to the alley he understood would be between the Lodge and the transit oriented development. He has attended the Transit Oriented Development Committee meetings but does not feel he has been heard.

Davis and the Council agreed to discuss these concerns at the February 26 work session.

Ed Zumwalt, 10888 SE 29th Avenue. He understood there might not be any documentation for the \$90,000 Safeway property lease and asked on behalf of the community for answers to his questions. Speaking for himself, he expressed concern with noise, vibration, fumes, and security and asked how these problems would be mitigated. He questioned the appropriateness of possibly sacrificing the Masonic Lodge, Ledding Library, and neighboring downtown businesses for the transit oriented development. Could the federal funds go to a different site? He urged the Transit Oriented Development (TOD) Selection Committee meetings be held in the evening so more people could attend.

Councilor Lancaster encouraged neighborhood input and added each concern needed to be addressed before moving toward completion of the project. The project is key to downtown redevelopment, and the questions need to be answered satisfactorily.

Rosemary Crites, 4917 SE Aldercrest Road. She read correspondence into the record which expressed her feelings about city government deal making and citizens' feelings of impotence and apathy. Crites feels nepotism runs rampant at city hall. She questioned the appointments former Mayor Tomei made to the TOD Committee that included her husband Gary Michael, recalled city councilor Don Trotter, an absentee landlord, 4 governmental representatives, and only one concerned citizen. A majority of the Committee members are promoting their political and financial ambitions. Meetings should be scheduled in the evening when more people can attend rather than in the afternoon. She recommended disbanding the current TOD Selection Committee and appointing all new members.

Councilor Newman was supportive of expanding the Committee but considered both Trotter and Michael as good men. Trotter was recalled because of differences of opinion, not malfeasance. He suggested broadening the pool of members but not pointing fingers at the current members.

Councilor Lancaster agreed but at the same time found comments about lack of service and under-the-table dealings disconcerting. It is critical for the new Council to demonstrate this is not the way business is being done. It is important to make citizens feel a part of the process, so the issues need to be handled.

Crites said the community was closed out of the Committee. She herself applied but was not appointed. Peck and Weisenberg of Windhorse Café, one of the most viable downtown businesses, were not appointed, but the out-of-town landlord, Dave Strauss was selected. Trotter was recalled because people do not want him serving the community.

Patty and **Julie Wisner**, 3325 SE Wister, Milwaukie. They asked the Council to work with the School District to delay the demolition of a house located at 2336 SE Washington Street where the District plans to construct a parking lot for Milwaukie High School. They hoped the house, a good example of Arts and Crafts architecture, could be moved to a suitable lot rather than being destroyed. The cost of the building would be nominal, and Mike Burns, Historic Preservation League of Oregon, would be available to move it after the Frank Lloyd Wright House project. Moving the house 1 mile will cost about \$10,000, and the building is suitable for either office or residential.

Councilor Newman said he had been looking at the house for himself and would continue to do so. He wanted to make it clear he would excuse himself from any Council discussion or decision on this request to avoid a conflict of interest.

The group discussed deadlines on the property, and **J. Wisner** understood the current tenants had to be out of the building by the end of March.

PUBLIC HEARING

None scheduled.

OTHER BUSINESS

Juvenile Crime Diversion Program Intergovernmental Agreement -- Resolution

Kanzler presented the staff report in which the City Council was requested to adopt a resolution authorizing the Council President to sign an intergovernmental agreement (IGA) between the City and Clackamas County to implement a Juvenile Crime Diversion Program. The City will receive a \$32,198 grant to implement and administer the Program until June 30, 2001.

It was moved by Councilor Newman and seconded by Councilor Lancaster to adopt the resolution. Motion passed unanimously among the members present.

RESOLUTION NO. 5-2001:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY FOR A GRANT TO INITIATE A JUVENILE CRIME DIVERSION PROGRAM.

Board Appointment

Council President King, with Council consensus, appointed Bogdan Garbar to the ex officio Milwaukie High Student position on the Traffic Safety Board.

Other Items and Announcements

1. Council directed staff to ensure all Council members receive copies of advisory board applications.
2. Festival Daze Planning Committee meeting on February 7 at Pietro's.
3. Councilor Lancaster asked for clarification of a comment in the TOD Committee meeting notes to the effect there was no way to get around an ongoing subsidy situation. Bennett responded projects such as this are eligible for many types of funding including federal housing and sidewalk grants. The TOD Committee will make recommendations for Council's final decision.
4. Council President King added the TOD Committee members are honorable people and believed they would do their best for the City.
5. Council was pleased to see trucks were no longer parking along Railroad Avenue and thanked all those involved.

ADJOURNMENT

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

Council President King adjourned the meeting at 7:10 p.m.

Pat DuVal

Pat DuVal, Recorder

**CITY OF MILWAUKIE
CITY COUNCIL AGENDA
FEBRUARY 6, 2001**

MILWAUKIE CITY HALL
10722 SE Main Street

1855th MEETING

REGULAR SESSION - 6:00 p.m.

- I. CALL TO ORDER**
Pledge of Allegiance

- II. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**
Scouting Anniversary Week -- Proclamation

- III. CONSENT AGENDA** *(These items are considered to be routine, and therefore, will not be allotted Council discussion time on the agenda. The items may be passed by the Council in one blanket motion. Any Council member may remove an item from the "Consent" portion of the agenda for discussion or questions by requesting such action prior to consideration of that portion of the agenda.)*
 - A. City Council Minutes of January 16 & 23, 2001**
 - B. Roswell Sidewalk/Storm Project, Final Acceptance (Barnett)**
 - C. Les Schwab Tires Purchase Order Amendment (Somers/M. Bennett)**
 - D. McLoughlin Boulevard State Transportation and Growth Management (TGM) Grant Intergovernmental Agreement (Rouyer)**
 - E. Temporary Business Registrations -- Resolution (M. Bennett)**
 - F. Park and Recreation Board Facility Naming Recommendation (Herrigel)**

- IV. AUDIENCE PARTICIPATION** *(The Mayor will call for statements from citizens regarding issues relating to the City. It is the intention that this portion of the agenda shall be limited to items of City business which are properly the object of Council consideration. Persons wishing to speak shall be allowed to do so only after registering on the comment card provided. The Council may limit the time allowed for presentation.)*

- V. PUBLIC HEARING** *(Public Comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.)*
None scheduled.

- VI. OTHER BUSINESS** *(These items will be presented individually by staff or other appropriate individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*
 - A. Juvenile Crime Diversion Program Intergovernmental Agreement -- Resolution (Kanzler)**
 - B. Board Appointment (Council President King)**

VII. INFORMATION

- A. Ledding Library Board Minutes, December 18, 2000**
- B. Park and Recreation Board Minutes, December 18, 2000**
- C. Traffic Safety Board Minutes, December 20, 2000**
- D. Transit Oriented Development Selection Committee Meeting Notes, December 6, 2000**

VIII. ADJOURNMENT

EXECUTIVE SESSION -- *At the end of the regular meeting, 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.

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

PROCLAMATION

WHEREAS, the Boy Scouts of America is a volunteer organization; and

WHEREAS, these volunteers selflessly serve the young people in their community through the organizations chartered by the Boy Scouts of America to use the program; and

WHEREAS, these men and women often neither receive nor seek the thanks of the public;

NOW, THEREFORE, be it resolved that during the celebration of the 91st anniversary of the founding of the Boy Scouts of America, I, Mary King, Council President of the City of Milwaukie, Oregon, do hereby resolve to proclaim the week of February 4, 2001 as

Scouting Anniversary Week

In the City of Milwaukie and ask everyone to join us in honoring and giving thanks to the Boy Scouts of America volunteers.

Mary King, Council President

ATTEST:

Pat DuVal, City Recorder

CITY OF MILWAUKIE
CITY COUNCIL MEETING
JANUARY 16, 2001

III. A. 1

Call to Order

The 1854th meeting of the Milwaukie City Council was called to order by Council President Marshall at 6:00 p.m. in the City Hall Council Chambers. The following Councilors were present:

Mary King
Brian Newman

Larry Lancaster

Staff present:

Mike Swanson,
City Manager Pro Tem
Tim Ramis,
City Attorney
Martha Bennett,
Assistant City Manager
Michelle Gregory,
Neighborhood Services
Manager

JoAnn Herrigel,
Program Specialist
Kelly Somers,
Fleet and Facilities Manager
Jason Wachs,
Program Specialist

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS

Recognize St. Johns Elementary School Students and Teachers for Downtown Cleanup Project

Wachs recognized students and teachers from St. John the Baptist Elementary School for their October 3, 2000, downtown cleanup project.

Councilor Newman encouraged people to get involved with the upcoming Springwater Corridor Cleanup program.

CONSENT AGENDA

It was moved by Councilor Lancaster and seconded by Councilor King to adopt the Consent Agenda consisting of:

- A. City Council Minutes of January 2, 2001; and**
- B. Award Contract for Janitorial Services to D & A Janitorial.**

Motion passed unanimously.

AUDIENCE PARTICIPATION

Art Ball, 4960 SE Harvey St., Milwaukie, Lewelling Neighborhood District Association (NDA) Chair. He reported the NDA had a very positive discussion about the proposed

III. A. 2

Council stipend, and none of the 30 residents attending the recent meeting opposed the increase. Most were surprised the Council was not salaried or on an expense account.

Councilor Lancaster found these comments interesting and appreciated the discussion. He did not want this item to detract from other important issues and was willing to delay any decision until after the Budget Committee process.

Councilor Marshall thanked the neighborhood chairs for seeking input from the membership.

Sharon Phillips, 11128 SE 28th Avenue, and **Sharon Van Horn**, 3011 SE Balfour, Milwaukie discussed the annual Festival Daze event and grand opening of the Oregon City Skate Board Park. It was noted that Ed Zumwalt submitted the winning Festival Daze theme -- *The Old Meets the New*.

Ramis advised, if a quorum of the Council were involved in a Festival Daze planning activity, they should refrain from discussing City business or any possible connections between the City and the event.

PUBLIC HEARING

None scheduled.

OTHER BUSINESS

Elect Council President

Swanson referred to City Charter Section 24 and Municipal Code Section 2.04.040 which state the Council shall elect a president from its membership following the seating of any new duly elected members. Councilors Lancaster and Newman were elected at the November 1999 General Election and took the oath of office at the January 2, 2001 regular Council session.

Councilor Marshall said the Council agreed not to appoint an interim mayor because of the short amount of time before the March election. He understood he would be the presiding officer as Council President.

Councilor Lancaster felt the decision to forego appointing an interim mayor was sound and suggested rotating the council president position among the members annually. In the absence of a formal rotation method, he nominated Councilor King.

Councilor Newman agreed with Councilor Lancaster's comments and suggested seniority be considered. He seconded Councilor King's nomination.

Councilor King accepted the nomination.

Herrigel presented the staff report in which the City Council was requested to adopt a resolution authorizing the City Manager to sign an intergovernmental agreement (IGA) with Clackamas County Fire District #1 (CCFD #1) to share the District facility at 6600 SE Lake Road for use as the City public access studio.

The Lake Road site would be used for filming, production, and editing with playback from City Hall. The cost of installing a direct feed from the District site is \$60,000 and would be a high infrastructure investment. Staff will continue discussing long-term public access studio options with the School District. The proposed use is permitted under current Clackamas County zoning. Permits will be required for certain electrical and physical modifications, and the building will be added to the City's existing insurance policy.

It was moved by Councilor Newman and seconded by Councilor Lancaster to adopt the resolution authorizing the City Manager Pro Tem to sign an intergovernmental agreement with Clackamas Fire District #1 to share a facility for a public access studio. Motion passed unanimously.

RESOLUTION NO. 5-2001:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE AUTHORIZING THE CITY MANAGER TO SIGN AN IGA WITH CLACKAMAS FIRE DISTRICT NO. 1 TO PROVIDE FOR THE SHARING OF THE FIRE DISTRICT FACILITY LOCATED AT 6600 SE LAKE ROAD FOR USE BY MILWAUKIE AS A PUBLIC ACCESS STUDIO AND FOR OTHER USES BENEFICIAL TO BOTH AGENCIES.

Board Interview

The City Council interviewed Bogdan Garbar for the ex officio Milwaukie High School student position on the Traffic Safety Board.

Other Items and Announcements

1. Work session schedule and recommended discussion topics:
 - Swanson: Riverfront Project; laptop training;
 - Lancaster: MDDA Business Plan; Transit Center Development and Design Review;
 - Marshall: Jr. High Site; MDDA; Tree Ordinance;
 - King: Transit Oriented Development, Library and Transit Center; traffic issues; citizen involvement; and
 - Newman: budget; transforming project; city manager search

III. A. 4

The group agreed to add January 23, February 12 and 26, and March 12 to the existing work session schedule.

In reference to the transit center, **Bennett** said Tri-Met is contracting with a project manager. It is not uncommon for federal administration changes to cause some funding delays, and she suggested a Council update in March.

2. **Councilor Lancaster** referred to an LOC newsletter article regarding Community Incentive Funds and asked if Milwaukie would apply. **Bennett** said the City is applying for \$1 million for a one-block, downtown demonstration project.
3. **Councilor Marshall** asked Bennett to comment on the transit oriented development project and affordable housing. **Bennett** said the Transit Oriented Development (TOD) Committee discussed development alternatives for the second stories as commercial and affordable and/or market rate housing. She noted Northwest Housing Alternatives expressed an interest in the project. The Committee has chosen not indicated its preference because it wants to see what types of development proposals are made. Design is the key, and, Bennett noted, there are funding mechanisms available for affordable housing. She believed the Committee would establish good criteria and bring a quality package to the Council. The group discussed the public restroom issue.
4. **Councilor Marshall** requested a report comparing tax revenues collected by the Parks District and the amount directed to the City. He suggested revising SDC language in the intergovernmental agreement.
5. **Councilor Marshall** announced the Milwaukie neighborhood grant program was selected by the Innovations Group for a presentation at next year's conference in Dublin, Ohio. He was very proud of the program because it brings local control back into the neighborhoods.
6. **Council President King** announced a community meeting on January 24 to discuss recent burglaries of downtown businesses.

Swanson announced an executive session pursuant to ORS 192.660 to discuss property negotiations.

ADJOURNMENT

It was moved by **Councilor Newman** and seconded by **Councilor Marshall** to adjourn the meeting. Motion passed unanimously.

Council President King adjourned the meeting at 7:15 p.m.

Pat DuVal, Recorder

MILWAUKIE CITY COUNCIL
WORK SESSION
JANUARY 23, 2001

III. A. 5

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 and Neighborhood Services Manager Gregory.

Information Sharing

Parks District Information

The Council reviewed information Swanson provided comparing North Clackamas Parks and Recreation District (NCPRD) property tax and system development charge (SDC) revenues collected in Milwaukie with the amount expended in the City.

Milwaukie Jr. High Property

Swanson said the North Clackamas School Board indicated it would solicit requests for proposals (RFP) to gauge interest in the property. Responses will be due July 1 with Board discussion July 19. He understood the Board would hold the non-profit group, Milwaukie Jr. High School Preservation Committee, in the first position. If the Committee develops a reasonable offer, the Board indicated it would terminate the RFP process.

Ed Zumwalt added, Superintendent Naso spoke more favorably of the Committee's effort than indicated in the recent *Oregonian* article.

Bob Pinson, Pinson Philanthropic Advancement, outlined the fundraising strategy. He will begin with an organizational plan and recruit the assistance of highly-regarded community people. Since it is unlikely the money will be collected by July, the key is a strong, enthusiastic community group which is so confident in its abilities the District will be willing to negotiate. The purpose of the four-month contract will be to determine the probability for success and perhaps move forward with solicitation. Interim targets will assure project funds can ultimately be raised as well as evaluate the committee members' quality and commitment. He referred to several regional projects in which he has been involved including Providence Milwaukie Hospital and Willamette View in the Milwaukie area. People are influenced by a lot more money, and this project has a quality of citizen participation making it difficult for the District to say "no" to a reasonable proposal.

The Council supported moving forward with Pinson.

III. A. 6

Milwaukie Downtown Development Association

Swanson suggested the group begin by comparing the Milwaukie Downtown Development Association (MDDA) goals with its current City contract.

Jack Elder, MDDA Director, and **Dave Strauss**, MDDA President, addressed the Council.

Strauss reviewed the five goal categories: enhance the environment and image within the Association's boundaries; support the Milwaukie Development Plan; promote and market downtown Milwaukie; recruit businesses that foster the economic vitality of the downtown; and increase participation in the MDDA and its projects. The plan includes systematically calling on each business to hear its needs. He commented on the importance of launching a website to aid in marketing and recruitment.

Council President King asked the average length of success a business has in Milwaukie. **Strauss** did not have that data, but it generally depends on the type of business. The goal is to recruit those types of businesses which have longevity and complement each other

Councilor Newman asked how many property owners are assessed in the economic improvement district, and **Elder** said there are about 135 properties. **Councilor Newman** suggested surveying each of the businesses to determine what services each wants from the MDDA.

Councilor Newman asked the assessment amount, and **Swanson** replied the total assessment is \$18,000.

Council President King asked if there were promotion and advertising outside the immediate area. **Strauss** responded Milwaukie currently has very few vacancies, so there is little to promote. As the downtown plan evolves, a website could reach a lot of people.

Councilor Lancaster suggested advertising and promoting downtown businesses in local papers such as the *Clackamas Review*. **Strauss** replied this has not been done because of expense and lack of desire on the part of the business owners.

Councilor Lancaster asked how many of the 135 downtown businesses actively participate in the MDDA. **Strauss** said participation is at about 10%.

Councilor Lancaster asked if the Association had a summary of its past year's efforts to develop a strategy. **Elder** maintains a phone log.

Strauss said one of the director's goals is to document his activities. There is little marketing effort at this time because there is no space available.

Elder added the city manager told the MDDA not to market the area until the downtown plan was adopted.

Councilor Lancaster asked how many people participated in developing the business plan. **Strauss** felt goals and procedures applied to organizations but not necessarily business plans.

The MDDA will provide its annual report to the City on April 1.

The group discussed the success of the Sunday Farmers' Market. **Elder** said the market will begin its third season in May. Last year, vendors paid about \$17,000 in fees and expenses came to \$12,000. The attempt to bring in crafters was not successful because they were separated from the rest of the market. There will be parking issues when the transit center block begins developing. He spends about 20 hours a week in February making preparations, and, when the Market is operating, his time drops to 5 or less hours per week. The MDDA hires a manager to evaluate and balance the vendors.

Councilor Newman asked if there was a sense the Market benefited other downtown businesses. **Elder** said businesses complain the Market is held on Sunday. Milwaukie Popcorn store owners, who operate a booth at the Market, find it has the positive effect of bringing new customers into their store.

The group discussed the feasibility of a Wednesday Market. **Strauss** said the highly successful Beaverton Market has a Wednesday session, but only about 10% of the vendors participate.

Councilor Newman said a critical piece of the Downtown Plan is a grocery store anchor on the north end. He asked who would take the lead on that part of the project.

Elder said the MDDA has not been given any specific direction, so the timing may be right to discuss a development organization. The transit center project will make people aware of Milwaukie, but parking will be a huge issue.

Councilor Marshall noted the MDDA contract had limited expectations compared to the actual business and economic needs of the City today. The number of service-oriented businesses downtown reflects earlier zoning. He was frustrated by the perception that Milwaukie lacks development community leadership.

Swanson believed the original ordinance establishing the economic improvement district authorizes business recruitment and development activities.

Strauss did not disagree with Councilor Marshall's assessment. He believed a professionally-staffed Milwaukie Chamber of Commerce could effectively promote community retail.

III. A. 8

Councilor Marshall discussed the feasibility of a development commission with a professional leader and volunteer staff. There needs to be a citywide approach which also encompasses the underutilized industrial areas.

Council President King thought some of the current dissatisfaction with the MDDA might actually be its charge. Clearly, there needed to be more discussion.

Swanson noted the contract does not have an expiration date, but certain actions by the parties could terminate the agreement. The group discussed the funding mechanism and the feasibility of the MDDA's becoming self-sufficient. Council recommended the Association's include a membership survey in its annual report.

Legislative Issues

The group agreed to schedule one or more day trips to Salem to meet with Rep. Tomei and other legislators. Swanson will coordinate scheduling the meetings.

Councilor Marshall identified 2 very important legislative issues to discuss with Tomei: system development charges and franchise fees.

Councilor Lancaster was concerned with impacts of unfunded mandates.

Councilor Newman hoped Tomei could help speed up promised ODOT projects like McLoughlin Boulevard and the River Road intersection.

Agenda Process

Swanson summarized the internal agenda process that would set standards for staff reports going to Council.

Councilor Marshall said the document should be revised to show the mayor and manager determine the final agenda.

Council President King discussed the importance of a "no surprises" agreement among Councilmembers on potentially controversial subjects.

Swanson suggested taking time to revisit the communications agreement.

Riverfront Project

Swanson distributed copies of the State Marine Board's conceptual drawings for the Jefferson Street Boat Ramp re-design. He will work with Gill Williams, Atlas Landscaping, on an update for the Council's February 5 work session.

The group discussed the importance of setting goals, establishing criteria, and communicating with its appointed boards and commissions.

Other

1. Council President King announced several upcoming meetings including Festival Daze planning and downtown policing issues.
2. Council President King will appoint Bogdan Garbar to the Traffic Safety Board at the next regular Council session.
3. The group agreed to hold all upcoming work sessions at 5:30 p.m.

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, Recorder



III. B. 1

To: Mayor and City Council

Through: Mike Swanson, City Manger Pro Tem
Martha Bennett, Assistant City Manager – CD *MB*
Jerry Baker, City Engineer Pro Tem

From: Brion Barnett, P.E., Associate Engineer *BB*

Subject: Roswell Street and Storm Improvements Project Acceptance

Date: January 24, 2001, for February 6, 2001, City Council Meeting

Action Requested

City Council accept the Roswell Street and Storm Improvements Project.

Background

On June 6, 2000, the Council authorized the City Manager to sign a Contract for the Roswell Street and Storm Improvements Project for the bid amount of \$315,757.50 with Oregon Underground, Inc. In addition, the Council authorized the City Manager to approve up to 19.7% in contingency equal to \$62,243.00. The City also received a \$100,000 grant towards the project from the Oregon Department of Transportation's Bicycle and Pedestrian Program.

Discussion

1. The improvements included curb, sidewalk and storm drainage structures on the South side of Roswell Street from 32nd Avenue to 36th Avenue, both sides of Roswell from 36th Avenue to 42nd Avenue, and storm drainage structures on 41st Avenue from Roswell Street to Johnson Creek Boulevard.

III. B.

2

2. City of Milwaukie Public Works Director issued the notice to proceed on June 20, 2000. The project was substantially completed by September 1, 2000. All the punch list items were completed by January 10, 2001.
3. The project cost, including change orders, totaled \$328,688.13. The project was \$12,930.63 over the bid amount, but well within the contingency budgeted for the project. Due to the poor condition of the existing asphalt concrete pavement, additional asphalt pavement replacement was necessary and was the primary reason project costs exceeded the original bid amount. Additionally, the City received a total \$28,826 from cost sharing agreements with North Clackamas School District #12 and North Clackamas Parks District for improvements along their frontage.
4. Retainage in the amount of \$15,985.85 is being held pending final approval of the project by the Milwaukie City Council. At the time of acceptance, the Contractor will be informed that the one-year warranty period has begun

Fiscal Impact

\$ 95,205.00 from Storm Fund
\$ 50,000.00 from Bike Fund
\$183,483.13 from Street Fund

Attachment

Project cost spreadsheet.



III. C. 1

MEMORANDUM

TO: Mayor and City Council

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

FROM: Kelly Somers, Fleet/Facility Manager

DATE: January 23, 2001

RE: Approve Amending Purchase Order to Les Schwab

Recommendation/Action Requested

Staff recommends that council authorize the City Manager to sign an amended purchase order totaling \$50,000 to Les Schwab for tire purchases.

Discussion

We currently buy the majority of our tires from Les Schwab Company through the State Bid process. In past years Fleet Services had not exceeded \$15,000 per year for tire purchases. We currently provide service to Clackamas Fire District #1; the tire requirements for the Fire Apparatus have more than tripled our tire purchases.

The cost of the tires for the Fire District is billed to the district and the City is reimbursed for the expense.

Staff recommends that the Council authorize the City Manager to sign the amended purchase order in the amount of \$50,000 for the remainder of the 2000/2001 fiscal year.



III. D. 1

To: City Council

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

From: Alice Rouyer, Planning Director *AR*

Subject: Consent Item: Intergovernmental Agreement for State Transportation and Growth Management Grant; McLoughlin Boulevard Preliminary Design Project

Date: January 26 for the February 6, 2000 meeting

Action Requested

Authorize the City Manager to sign an intergovernmental agreement with the Oregon Department of Transportation (ODOT) to implement a \$60,000 grant project for preliminary design of a widened and improved McLoughlin Boulevard through downtown.

Background

Over the past few years, ODOT has been working with the City to explore the idea of improving a portion of McLoughlin Boulevard through downtown to include widened sidewalks, street trees, bicycle lanes, landscaped medians, improved pedestrian crossings, and relocated traffic signals. The Downtown Plan and Public Area requirements adopted in September 2000 also include preliminary design standards for McLoughlin as a means to improve access to the new riverfront park.

Milwaukie has been awarded \$2 million to build the boulevard improvements in 2003. Before construction can begin, preliminary design and engineering must be completed. In late 1999, the State of Oregon awarded a \$60,000 grant to the City to begin preliminary design of these boulevard improvements. The grant will be used to fund consultant time to help city staff assess pre-design issues such as right-of-way width, environmental constraints, and traffic flow through this roadway segment. The grant anticipates time to discuss the preliminary design issues with adjacent property owners, the MDDA and others that may be interested or impacted by the boulevard improvements.

III. D. 2

IGÁ for McLoughlin Boulevard TGM

Concurrence

This project will be managed by the Public Works Department with participation from Planning, Neighborhood Services, and ODOT staff. Staff will keep the City Council updated on the progress of the project. No public hearings will be required in this early design phase.

Fiscal Impact

The City of Milwaukie will match this grant with approximately 222 hours of staff time (for various Public Works, Planning and Neighborhood Services staff members) equaling approximately \$7,500.

Recommendation

Authorize the City Manager to sign the attached IGA with ODOT to implement the grant project.

Attachments

Attachment 1: Intergovernmental Agreement

Rouyer, Alice

From: Ross.P.KEVLIN@odot.state.or.us
Sent: Tuesday, January 23, 2001 4:56 PM
To: rouyera@ci.milwaukie.or.us
Cc: BennettM@ci.milwaukie.or.us
Subject: SOW and IGA for McLoughlin retrofit project



IGA_1_Grantee
_with_Contractor...



1R99contractSOW.doc

Alice --

I've just submitted the attached statement of work for the McLoughlin Boulevard project to Salem for final review to allow for preparation of the contract and intergovernmental agreement. I am hoping that we can complete the review and provide a signature-ready IGA in time for the next regular City Council meeting. I don't know that we will because I cannot know or control the workload of those involved in the review. However the attached "boilerplate" IGA is identical to the document the city will be asked to sign, except that the blank spaces will be filled in to specify the City of Milwaukie, the name of the project, the grant amount, and the like. (I'm sorry I can't provide a filled-in version -- TGM staff does not insert this information prior to approval of the statement of work, which is incorporated as an attachment to the IGA.) Except for the project name and grant amount, this IGA also is identical to that approved by the city for the ongoing TSP implementation project.

As for the statement of work, the revisions that appear below were in response to consultant concerns. You and I approved of these changes; the last hurdle will be the review by ODOT's contracts unit. At this stage in the process, the contract unit's concerns are usually about the format of the document rather than the substance of the project, however I will check with you before I respond to any concerns they may raise to ensure that the city approves of text changes. I will work to expedite the review to provide a signature-ready IGA by January 29 in time for the Council's meeting packets. If this is not possible, however, I respectfully request that Council consider authorizing city approval as soon as signature-ready documents do arrive, in the interest of avoiding project delay until the subsequent Council meeting.

Thanks again for your help on this project. Please let me know if you need any more information or assistance.

Ross Kevlin
Planner 3
ODOT Region 1
(503) 731-8232

<<IGA_1_Grantee_with_Contractor.doc>> <<1R99contractSOW.doc>>

INTERGOVERNMENTAL AGREEMENT

«M_72», «M_2»

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 «M_72», hereinafter referred to as “«M_117»”.

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. «M_126» 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 «M_117» 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 «M_14».
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 «M_117» and the personal services contractor(s) for this project.
4. The **grant amount** is the sum of the «M_117»'s amount (defined below) and the personal services contract amount (defined below) payable by ODOT. The grant amount shall not exceed «M_4».
5. The **«M_117»'s amount** is the maximum amount payable by ODOT to «M_117» for the project and shall not exceed «M_120».
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 «M_5».
7. «M_117»'s **matching amount** is the maximum amount of matching funds which the «M_117» is required to expend to fund the project and is 10.27% of the total project cost, or up to «M_7».
8. **Qualified costs** are direct project costs, including matching amounts, incurred by the «M_117» 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.

«M_117» REPRESENTATIONS, WARRANTIES, AND COVENANTS

1. «M_117» shall perform the work and provide the deliverables described in Exhibit A, for which «M_117» is identified in Exhibit A as being responsible.
2. «M_117» shall be responsible for any nonqualifying costs associated with the work described in Exhibit A and any costs above the «M_117» amount.
3. «M_117» shall perform the work identified in Exhibit A as «M_117»'s responsibility under this agreement as an independent contractor. «M_117» shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform any work identified in Exhibit A as «M_117»'s responsibility and for providing for employment-related benefits and deductions that are required by law,

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including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

«M_117» 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. «M_117» shall present cost reports, reimbursement requests, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. «M_117» shall not submit requests for payment that exceed the «M_117»'s amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
5. «M_117» agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, «M_117» 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. «M_117» shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, «M_117» shall maintain any other records pertinent to this agreement in such a manner as to clearly document «M_117»'s performance. «M_117» 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 «M_117» that are pertinent to this agreement to perform examinations and audits and make copies, excerpts and transcripts.
7. «M_117» 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. «M_117» 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, «M_117» 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 «M_117»'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 «M_117»'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. «M_117» acknowledges and agrees that «M_117» 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 «M_117» that result from this agreement are the exclusive property of ODOT. ODOT and «M_117» 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", «M_117» 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. «M_117» shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT.

«M_117» 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 «M_117» a royalty free, non-exclusive license to reproduce any work products for distribution upon request to members of the public.

12. «M_117» 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

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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. «M_117» 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. «M_117» 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. «M_117» 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, «M_117» 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, «M_117» 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. «M_117» 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, «M_117» 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. «M_117», 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. «M_117» represents and warrants to ODOT that:
- a. it is duly formed and operating under applicable State of Oregon law;
 - b. «M_117» 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 «M_117» 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 «M_117» for qualified costs for work described in Exhibit A, up to the «M_117»'s amount.
2. ODOT shall make interim payments within 45 days of satisfactory completion (as determined by «M_117»'s project manager and ODOT's Contract Administrator) of deliverables identified as being the «M_117»'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 «M_117» 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 «M_117»
Representations, Warranties, and Covenants.

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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 «M_117» the statements of proposal for the «M_117»'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 «M_117», 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 «M_117» 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 «M_117»'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 «M_117» 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 «M_117» 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

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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.

«M_117»

«M_72»

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: _____

«M_71»
«M_72»
«M_73»
«M_74», «M_75» «M_76»
Phone: «M_78»
Fax: «M_79»
E-Mail: «M_77»

«M_59», Contract Administrator
Transportation and Growth Management Program
«M_68»
«M_61», «M_62» «M_63»
Phone: «M_65»
Fax: «M_66»
E-Mail: «M_64»

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 | <ul style="list-style-type: none"> 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; |
|---|---|

- 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

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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 Contractor, 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.

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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.**

2.0 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.

3.0 ~~Proposed Work 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

The final contract, should one result from this solicitation, will include the following statement:

Project Cooperation

This statement of work describes the responsibilities of all entities involved in this cooperative project. In this contract the Contractor shall only be responsible for those responsibilities and deliverables identified as being assigned to the Contractor in this contract and the statement of work. All work assigned to other entities is not

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subject to this contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the same statement of work found in this contract. References to work to be performed or responsibilities of any other entities in this statement of work other than references to the Contractor are merely for informational purposes and are in no way binding. Neither are these other entities parties to this contract. Any tasks or deliverables assigned to a sub-contractor shall be construed as being the responsibility of the Contractor.

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 Report 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.

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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:

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- 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 meeting 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 efforts on this project shall be based upon available information provided by ODOT and the City. The Contractor, ODOT and the City shall work jointly to assure all necessary available information is identified and provided. 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.

Work Project Tasks

~~Work 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.
- _Schedule-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.

Contractor budget: \$500

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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.
3. Present alternatives and cost estimates to TAC (at the first TAC meeting, described in Task 3, below, "Identification of preliminary issues") for comment, including concerns about safety and feasibility, measures to address these concerns, and a preliminary assessment of alternatives.
4. Revise alternatives and estimates to reflect TAC member comments.

5.3. ~~Prepare a Technical Report #1, describing construction alternatives, TAC member comments and cost estimates.~~

(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.
2. Description of traffic staging alternatives, with cost estimates.
3. ~~Presentation of construction specifications, traffic staging alternatives and cost estimates at the first TAC meeting, documentation of comments and concerns, and an assessment of alternatives.~~
- 4.3. ~~Technical report describing construction specifications and traffic staging alternatives, including cost estimates, revised to address TAC comments and the alternatives assessment.~~

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 a ~~technical memo~~ 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 ~~plans and policies identified above,~~ 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.

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4. Prepare a revised Technical Report ~~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. Attend one TAC meeting to provide professional discretion with regard to identifying issues and potential constraints, and to document these.
2. Written materials and presentation graphics to illustrate conceptual design and accompanying downtown plan, and to explain this design process.
- ~~2.3.~~ Attend one TAC meeting to provide professional discretion with regard to identifying issues and potential constraints, and to document these. Prepare an Introductory Report describing issues to be analyzed and anticipated constraints, and how they potentially may affect the boulevard design or construction cost.
4. Revised Technical Memo #1 incorporating TAC member comments.
- ~~3.5.~~ Attend individual meetings with the City to present the Introductory Report Revised Technical Memo #1, describe project's decision-making process (evaluation of conceptual design, identification of constraints, evaluation and selection of alternatives), and provide facilitation to identify concerns and preferences.
- ~~4.6.~~ Written materials and presentation graphics to illustrate conceptual design and accompanying downtown plan, and to explain this design process.
- ~~5.7.~~ Documentation of stakeholder concerns and preferences.

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 ~~R-O-W~~ 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 ~~likely~~ 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

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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.

~~3.4.~~

~~4.5.~~ Prepare Technical Report Memo #2, summarizing construction constraints and cost information, and Technical Report Memo #3, describing traffic operations analysis results, including volume-to-capacity ratios and traffic performance measurements.

~~5.6.~~ Present Technical Report Memos #2 and #3 to TAC for review and comment. (ODOT comments on Technical Report 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.)

~~6.7.~~ Present an overview of the project, including a summary of Technical Report Memo findings, to a meeting of stakeholders, including the Milwaukie Downtown Development Association.

~~7.8.~~ Revise Technical Report 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. Draft Technical Report Memos #2 and #3 describing traffic, ROW, environmental and cost issues, and traffic analysis, per Methodology Item 4 (NOTE TO EDITOR. Paragraph numbering in the methodology is faulty, and I can't correct it [Microsoft Word idiosyncrasy]. Can you please change it, or revise the text so the deliverables and methodology match.) 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.
2. ~~Results of traffic analysis modeling, including documentation to compare existing traffic counts in the study area with the existing conditions model, and time/space diagrams, in printed and electronic form.~~
3. Attend TAC meeting to present draft Technical Report Memos and record comments.
4. Revised Technical Report Memos addressing TAC comments.
5. Attend stakeholder meeting to present revised Technical Report Memos and record comments.
6. Final Technical Report 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.

Contractor budget: \$2535,000

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 Report~~ 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 Report~~ 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.

III. D. 30

- 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.
2. Meeting facilitation and documentation per the traffic issues methodology.
3. Report of meeting discussion and outcome per the traffic issues methodology.
4. Master Concept and two to four alternatives 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.
5. Technical Report #5 per the environmental/right-of-way/engineering methodology.
6. Presentation of Master Concept, construction alternatives and Technical Report #5 at TAC meeting and documentation of TAC comments.
7. Revised Master Concept, construction alternatives and Technical Report #5 to incorporate TAC comments.
8. Presentation of Master Concept, construction and traffic alternatives and issues, and Technical Report #5 at a stakeholder meeting.
9. Revised Master Concept, construction alternatives and Technical Report #5 to incorporate stakeholder comments.

Contractor budget: \$1611,500

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

III. D. 31

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

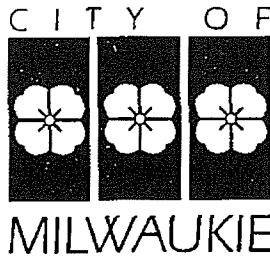
Contractor \$5560,000

* Milwaukie in-kind match

BUDGET SUMMARY

| | Grant Amount | Match Amount | Total |
|-----------------|--------------|--------------|----------|
| Milwaukie Labor | -- | \$7328* | \$7,328* |
| Contractor | \$5560,000 | -- | \$55,000 |
| TOTAL | \$5560,000 | \$7328* | \$62,328 |

*Overmatch of \$1,033461



III. F. 1

To: City Council
Through: Mike Swanson, City Manager, Pro Tem
Fr: JoAnn Herrigel, Program Services Coordinator *JH*
Re: Park Naming Request - Lewelling
January 25, 2001

Action Requested

Approve the proposed name "Lewelling Community Park" for the park site located at Stanley and Willow Streets based on the recommendation of the Milwaukie Parks and Recreation Board (PARB).

Background

In November of 2000, Council adopted park naming policy and procedures. Consequently, staff developed a Facility Naming Request Form for use by anyone that wants to name a park. In December the Lewelling Neighborhood Association obtained a Facility Naming Request Form from staff and on January 9, 2001 voted at their monthly meeting to propose that the site at Stanley and Willow be named "Lewelling Community Park". The NDA Chair, Art Ball, then submitted a completed Facility Naming Request Form to staff. Staff forwarded the request form to the Parks and Recreation Board (PARB) for consideration at their January 22 meeting.

On January 22, PARB discussed the NDA's proposal and voted 6-0 to recommend that Council approve it. The only discussion on the proposal had to do with the North Clackamas Parks District *designations* with respect to use and size of parks. Park designations establish: how a park will be used, what its service area is, park size in acres, park characteristics and mode of access (bike, auto, walking etc). Typically, a park the size of the Lewelling site, with the uses proposed for the site, would be designated as a "neighborhood park", not a "community park". The concern raised was that the name of the park might, in the future, be confused with its formal designation. PARB members did not feel that this was a large enough concern to prevent them from approving the NDA's proposed name.

The PARB voted to recommend that Council approve the name proposed by the Lewelling NDA regardless of the potential confusion regarding designation.

Attached is the Facility Naming Request Form, the minutes from the Lewelling meeting and the minutes from the PARB meeting pertaining to this park name.



III. F. 2

FACILITY NAMING REQUEST FORM

Date Request Submitted 1-10-01

Facility name applies to:

- Building
- Structure
- Open Space
- Public Park
- Recreational Facilities
- Environmental Habitat/Land

Private or City Request?

- Naming request by Private Party
- Naming Request by City
- Renaming request by Private Party
- Renaming request by City

(This application does not cover street naming proposals)

Contact Information for Requesting Party

Proposed Name: "Levellng Community Park"

Name Arthur T. Ball

Organization Affiliation Levellng N.O.A. Chair

Address 4960 S.E. HARVEY Milwaukee, Wn.

Phone Number 503-786-4016 E Mail Dansart@netcom.com

Location or address of facility to be (re)named:

Corner of Willow and Stanley

Is the property or facility jointly owned or operated? Yes No

If yes, list all owner/operators:

Which of the following best describes the name you are proposing?

- A person who has made significant contributions to the City or the community
- A person, group, place or feature, particularly identified with the public land or facility or of historic or cultural significance
- Geographic location (neighborhood, streets, etc)
- Natural features or resources
- Other (please provide description and reasoning)

Please provide any additional information about the proposed name that you feel is important:

General opinion was "Community" opposed to "Neighborhood" would be more appropriate in the park name considering the parks geographic location and who would be using it.

Subject: Minutes

Date: Tue, 9 Jan 2001 02:16:05 EST

From: TNAHOUGH@aol.com

To: donmart@ix.netcom.com, wheelerg@ci.milwaukie.or.us

III. F. 3

**Lewelling Neighborhood Association Meeting
January 4, 2001**

Child care was provided by Stephanie Deppo.

Attendance for the January meeting was at a record high of more than 30 members.

Milwaukie Days

Sherri Campbell of Ardenwald neighborhood is a Committee member of the Milwaukie days Parade. The parade is June 16th. Our association was asked for participation in this years event by entering a float, with noise, (drums, kazoos') and maybe helping with the children's entertainment.

Lighting Contest Prizes

The money prizes for the Lewelling Christmas Lighting Contest, were passed out to the winners.

Reflect of 2000

Chairperson, Art Ball, (as well as other neighborhood NDA members, about their own areas) received a list of what the Lewelling Neighborhood Association had accomplished the past year.

Winsor CT Wetlands restoration

Lewelling outdoor classroom restoration

Received Honors on our Milwaukie days float

Neighborhood BBQ

Park begun on Willow, and Stanley

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Safety Study for Sidewalk on Logus Rd

Park Committee

David Green spoke about the Association's options to plant trees on the South side of the park, and what types. This spring would be an ideal time. Spoke of some irrigation options with an employee from Cedar Landscape.

Park Naming

Neighborhood Association heard Four possibilities for the future name of the park on the corner of Stanley and Willow. Claudia Berg motioned the park be named Lewelling Community Park. Motion was Seconded, and voted majority rules. 19 yes.

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All participants were rewarded a Certificate of appreciation for entering in the Contest.

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Gene Michelle prepared a map with possible future sights of the Welcoming signs for our neighborhood.

City Council Stipend

Art Ball asked the Neighborhood Association how we felt about the city raising the monthly Stipend for the city council. The general conscious of the members was positive for a raise.

Treasury report for the Lewelling Neighborhood Association



Park & Recreation Board PARB

Monday, January 22, 2001
6:35 PM to 9:00 PM
City Hall Conference Room

DRAFT MINUTES

Attendees: Kathy Buss, Edie Kerbaugh, Don McCarty, Thom Kaffun, Joe Loomis,
Sharon Van Horn, Darlene Walsh
Absent: Mart Hughes,
Staff: JoAnn Herrigel

Meeting called to order by Vice Chair Kerbaugh at 6:35 PM

McCarty moved approval of minutes of 12-18 meeting, second by Buss and approved,
6-0.

UPDATES:

Herrigel noted the following:

- Annexation application for Stanley and Willow site has been submitted and will be reviewed by Planning Commission and City Council
- Sharon Van Horn represented the City and PARB at the Skatepark opening in Oregon City on January 13. Event was well attended even with the rain.
- Herrigel held a meeting with neighbors and people interested in the Home and Monroe site to begin Master Plan development for site on January 17.
- Work party to finish fence and pull ivy at Home and Monroe is planned for February 10.
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Park Name Proposal – Stanley and Willow

Herrigel noted that Lewelling Neighborhood Association had submitted a Facility Name Request Form and had attached minutes of their Jan 4, 2001 NDA meeting at which the proposed name was discussed and approved by the NDA. The proposed name is: Lewelling Community Park.

Kaffun noted that the Parks District has specific park designations based on park size (acreage) and uses. Typically, a Community Park is a 5-10 acre park and a one acre park is typically designated a Neighborhood Park. Kaffun was concerned that having the word "Community" in the name of the Park might be construed by some to reflect its designation. He suggested that if we approve the name that we make it clear that the Park is designated a neighborhood park even though its name contains "community".

McCarty moved to approve the name "Lewelling Community Park" and asked that staff make clear to Council that the name did not reflect the designation of the park. Motion was seconded by Buss. Walsh noted that she felt it was important to convey to Council that the PARB recommended approval of the proposed park name regardless of the designation issue. The group vote 6-0 to approve the name. Herrigel said the name will go to City Council for approval at their February 6 meeting.



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To: Mayor and City Council
Through: Mike Swanson, City Pro Tem
From: Pat DuVal, City Recorder ~~DD~~
Subject: Temporary Business Registrations
Date: January 11, 2001

Action Requested

Adopt a resolution revising the temporary business registration fee and repealing Resolution 3-2001.

Background

The City Council adopted Resolution 3-2001 at its January 2, 2001, regular session. It came to staff's attention the current temporary business tax is \$21 as adopted in Resolution 21-2000, and not \$20 as written in Resolution 3-2001.

The proposed resolution corrects the fee amount and repeals the previously adopted resolution. The intent of the resolution remains the same, and no other text changes were made.

III. E. 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, CREATING A TEMPORARY BUSINESS FEE FOR PEOPLE AND INSTITUTIONS CONDUCTING BUSINESS FOR LESS THAN TWO CONSECUTIVE MONTHS IN ONE CALENDAR YEAR WITHIN THE CITY OF MILWAUKIE AND REPEALING RESOLUTION NO. 3-2001.

WHEREAS, The City of Milwaukie has a business tax created by Milwaukie Municipal Code Section 5.08; and

WHEREAS, The City Council establishes fees for the business tax; and

WHEREAS, The City Council wishes to establish a lesser fee for businesses that are doing business in Milwaukie on a temporary basis;

NOW, THEREFORE, BE IT RESOLVED that persons and institutions subject to Milwaukie Municipal Code section 5.08 that are doing business on a temporary basis in the City of Milwaukie shall pay a business tax of \$21. Temporary businesses are defined as those who do business in the City of Milwaukie for less than two consecutive months in any calendar year.

Introduced and adopted by the City Council of the City of Milwaukie, Oregon, on February 6, 2001.

Jeff Marshall, Council President

ATTEST:

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

Pat DuVal, City Recorder

City Attorney



VI. A. 1

To: Council President Marshall & Milwaukie City Council
Through: Mike Swanson, City Manager Pro-Tem
From: Larry R. Kanzler, Chief of Police
Date: December 21, 2000
Subject: Intergovernmental Agreement – Juvenile Crime Diversion Program

Action Requested:

Adopt a resolution authorizing the Council President to sign an Intergovernmental Agreement (IGA) between the City of Milwaukie and Clackamas County to implement a Juvenile Crime Diversion Program. The Intergovernmental Agreement will provide the City of Milwaukie a grant from Clackamas County for \$32,198 to implement and administer a Juvenile Diversion Program until June 30, 2001.

Background:

During the last several years, the resources of the Clackamas County Juvenile Department have been depleted by the increasing demand for juvenile intervention of criminal offenders. In the past, police departments throughout Clackamas County could arrest a juvenile for a crime and refer that juvenile to the Juvenile Department of Clackamas County, knowing full well that there would be some timely sanction imposed by the Juvenile Court. That condition no longer exists.

Currently, when a Milwaukie police officer arrests a juvenile criminal offender, and the report of the criminal behavior is referred to the Juvenile Department, routinely there is no sanction levied against the juvenile for their criminal conduct. The Juvenile Diversion Program addresses, through a diversion panel comprised of local citizens, first time minor offenders.

The purpose of the panel is to listen to the offender's reasons for committing the crime and then negotiate a restitution agreement. The use of diversion panels is a relatively new concept. The cities of Lake Oswego, West Linn, Molalla, and Oregon City have recently implemented the concept of using diversion panels. The police agencies from these jurisdictions report a significant reduction in the number of repeat offenders. The Clackamas County Juvenile Department reports that 80% of the juveniles that are held accountable for their criminal behavior, and that the period for accountability is in close proximity to the commission of the crime, never re-offend.

The Juvenile Diversion Program:

The Juvenile Department will identify juveniles who have committed minor criminal violations and refer those offenders to a representative of the Milwaukie Police Department. The Police Department's representative will schedule the juvenile offender to appear before one of two citizen diversion panels, comprised of citizens from the Milwaukie community, to explain their criminal behavior. Once the juvenile has addressed the issues of their involvement in the crime charged the citizen panel will negotiate a sanction that usually consists of some type of restitution. In the case of "victimless" crimes such as *minor in possession of alcohol*, restitution will frequently be in the form of community service. However, when the crime involved the damage of personal or public property the sanction can also include financial restitution for damages and community service.

The goal of the program is to get the juvenile to acknowledge their involvement in the crime charged, and profess accountability for their conduct. That self acknowledged responsibility serves to dissuade future misconduct.

CC: File



CLACKAMAS COUNTY

VI. A 3

Department of Human Services
Office for Children and Families

Commission on Children and Families

RODNEY A. COOK
DIRECTOR

December 6, 2000

Larry Kanzler, Police Chief
Milwaukie Police Department
3200 SE Harrison ST
Milwaukie OR 97222-6537

Re: Revised Contract for City of Milwaukie Diversion
Program

Larry:

I think we have it now! The County attorney did approve language changes in Exhibit 2, section 5, second paragraph as a result of a conversation with Jan Galen. I have made those adjustments along with the other changes you submitted in October. The revised contract copies (5) are attached for signature and return to my attention.

Sincerely,

A handwritten signature in cursive script that reads "Tom".

Thomas M. Barrett
Program Planner

TMB/tb

Enclosures: 5 copies of City of Milwaukie Diversion Panel
Intergovernmental Agreement

VI. A. 4

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY FOR A GRANT TO INITIATE A JUVENILE CRIME DIVERSION PROGRAM.

WHEREAS, the City of Milwaukie is developing strategies to provide high quality livable communities ; and

WHEREAS, the City Council has directed city staff to develop cost effective programs to improve community livability; and

WHEREAS, first time juvenile criminal offenders need immediate intervention to discourage continued criminal activity ;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to sign an intergovernmental agreement with Clackamas County to receive a grant in the amount of \$32,198 to provide juvenile crime intervention for the City of Milwaukie, Oregon.

Introduced and adopted by the City Council of the City of Milwaukie, Oregon. on February 6, 2001.

Jeff Marshall, Council President

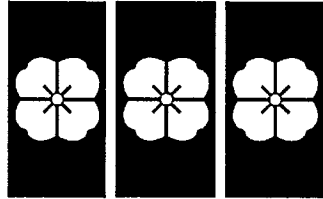
ATTEST:

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

Pat DuVal, City Recorder

City Attorney

CITY OF



MILWAUKIE

Ledding Library Board December minutes

12/18/00

6:30 PM

Ledding Library

Meeting called by: Sue Trotter

Attendees: Attendees: Pat Healy, Anna O'Guinn, Sue Trotter, Ed Zumwalt
Absent: Arlene Miller, Shannon Scott
Staff: Cynthia Sturgis

Agenda topics

Approval of minutes

November minutes approved as written.

Librarian's report

Budget update: No budget packet or instructions have been distributed to departments thus far. Staff would like comments and recommendations from the Board about budget items for the next fiscal year. This will be on the agenda for the January meeting.

Action item: Cynthia asked Charlene about the Future's Report being submitted to Council. Charlene reported that the LNIB needed to indorse it before it would be presented to City Council.

Long Range Planning

Board members discussed the need to present recommendations from the Long Range Planning Committee to Neighborhood Associations and the Downtown Development Association. Members of the Board, LRP Committee and librarians will have a brief orientation meeting on January 2, at the library, to plan the presentations.

Cynthia reported that the Senior Librarians have been working on a format for the draft of the report, contents for appendices, and are starting on goals/objectives. A general staff meeting will be held in early January to provide further input.

Transit Center

Board members reviewed the June memo to City Administration and the City Council stating Library Board and staff concerns about the proposed transit center. Assistant City Manager Martha Bennett has agreed to meet with the Board at the January 25th meeting.

Cynthia was asked to contact Martha and see if the Trimet environmental study has been completed and if Chief Kanzler has initiated ordinance revisions concerning joint security enforcement with Transit Police in and around the transit center.

Board vacancies

Cynthia reported that City Recorder Pat DuVal has not been able to contact Arlene Miller about her intention to serve on the Library Board. Her recommendation was to request a new appointment at the January meeting.

A new applicant, Tom Hogan, has applied for a position on the Board. He is scheduled to be interviewed on January 2.

Members directed Cynthia to contact Mary Angerman and see if she is still interested in applying for a position.



Park & Recreation Board

PARB

VII. B. 1

Monday, December 18, 2000

7:05 PM to 8:57 PM

PSB, Conference Room

MINUTES

Attendees: Kathy Buss, Edie Kerbaugh, Don McCarty, Thom Kaffun, Joe Loomis
Absent: Mart Hughes, Sharon Van Horn, Darlene Walsh
Staff: JoAnn Herrigel

Meeting called to order at 7:05 PM

Minutes: Motion by McCarty to approve minutes of November 27, 2000 meeting w/ revisions proposed by Kaffun. Seconded by Buss. Motion passed 4-0.

OPEN PERIOD: No audience

UPDATES:

NCPRD

- Boardwalk done at Furnberg and work on hold until January or February when additional plants will be installed
- Latest vandalism to restroom at Boat Ramp resulted in door being pried off and destruction of interior. Other vandalism at Heddie Notz Park and Park on Harmony near Aquatics Park
- Rotary has said they are interested in cleaning up Scott Park pond.

City

- Minthorn soil moved. Herrigel will have site seeded and will reconvene advisory group to determine next steps
- Hector Campbell NDA put up fence at Home and Monroe site on December 9. Next step is a master planning meeting for the site on January 17.
- Staff and City manager Pro Tem working with Council to set new schedule and tasks for Riverfront following the departure of Charlene Richards and Dan Bartlett
- Entrance to Springwater Trail project almost complete. Boulders have replaced jersey barriers.
- ESD has agreed to a park development on their property off Lake Rd. staff will provide input and distribute final IGA to PARB
- Oregon City Skatepark at Clackamette Park will open January 13th

TRAILS PLAN

- Herrigel reported that Hughes attended the Planning Commission meeting and some input from them on Trails Plan. Herrigel will meet with Alice Rouyer before next PARB meeting to lay out a process for moving forward with this Trails concept plan.

VII. B. 2

- Kerbaugh noted that the PARB members should walk the route so they are familiar with it and that ultimately we should farm out parts of the trail that are in specific NDAs so that they can give specific route input
- McCarty noted that Steve Berliner does a newsletter for Friends of Mt Scott and Kellogg Creek that could run a positive article. Herrigel said she'd contact him.

RECREATION PROGRAMMING

- Buss spoke with Walsh but Walsh has been unable to get info from anyone at NCPRD. What PARB wants to know from NCPRD is: What's the budget and program plan for next year for recreation for kids and what can Milwaukie do to help or increase services?

PARK NAMING PROCESS

- Herrigel asked for comments on form she developed for applicants
- Buss noted that applicants should be notified of the process and schedule for review when they apply
- McCarty noted that sometimes the name being proposed is that of someone who donated funds to the facility being named. The form should have a space for this too.

NCPRD MEETING RE: CIP

- Herrigel reported that she had spoken to Suzanne Bader of NCPRD regarding meeting with PARB on January 22. NCPRD will send a representative to speak with us and the public but will focus the discussion on the impact of the levy failure on NCPRD budget, staffing and future plans.
- Given that, Herrigel distributed a matrix of projects the PARB had on their work plan for FY 2000-01 for the group to discuss regarding existing priorities and needs.
- General comments reflected need to leave all projects on the list for next year but to move forward wherever possible.
- Ideas that group thought worth emphasizing included:

Recreation facilities (football and soccer fields)

What about master plan for North Clackamas Park ?
Clackamas High School fields?

Ardenwald Park Concerts Series – to be repeated?

Elk Rock Island Annexation and Spring Park Master Plan (Herrigel to get Master Plan for Elk Rock Island to Buss and a list of steps to getting master planning process for Spring Park going.)

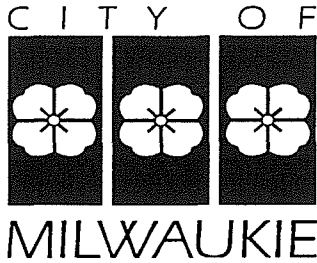
Summer recreation programs for kids/adults – would like data on Milwaukie users and may want to pursue federal funding available for low-income neighborhoods for kids programs

Possibly develop some activities that bring the community together such as boat lights viewing, Christmas Carols, pumpkin growing contests (kids and City Council) or Community Chorus

Info from NCPRD on how volunteer efforts could augment District work.

Kaffun said he'd discuss with Bader and get back to us.

Motion to adjourn by Buss, seconded by McCarty and approved 4-0. Meeting adjourned at 8:57.



Traffic Safety Board

TSB Minutes

For December 20, 2000

Johnson Creek Blvd., Meeting Room

Final

Type of meeting: Regular

Attendees: Board Members-Susan Stone (Chair), Gene Covey , Linda Montgomery, Julie Wisner

Staff – Brion Barnett (Staff Liaison), Sue Stepan (City Engineer)

Others – Bogdan Garbar (Milwaukie H.S. student)

----- **Agenda Topics** -----

Meeting called to order at 6:08 PM

Minutes

Discussion: Julie Wisner moved, Susan Stone seconded the motion to accept the 11/15/00 minutes as amended.

| Action items: | Person responsible: | Deadline: |
|---|---------------------|-----------|
| Submit approved minutes for Council packet. | Brion Barnett | 12/22/00 |

ACTS/Oregon Bicycle Helmet Grant

Discussion: Because Trauma Nurses Talk Tough will be at Linwood School this spring, it was decided to try and target the school distribution efforts around the same time.

| Action items: | Person responsible: | Deadline: |
|---------------------------------------|---------------------|-----------|
| Contact parties to coordinate efforts | Susan Stone | |

Traffic Control Device Requests

Discussion: Bogdan Garbar was present again and reiterated his request to remove the left turn signage/restrictions at 27th Ave. and Willard St. **Barnett** stated that he had observed the intersection last week and that the traffic flowed smoothly, and had witnessed no incidences of vehicles backing into driveways to turn around and proceed North. Additionally, feedback was received from both the Milwaukie Police Department and Milwaukie Elementary School in regards to the proposed change. Both parties were opposed to the change. In light of this information, after considering that the present restrictions were supported/implemented from the School Trip Safety Program for Lewelling Elementary School, and that the intersection presently functions adequately, the City is denying the request for removal (TSB concurred with the City's decision). **The TCDR from John Fox (10/24/00)** was denied because STOP signs are not warranted after reviewing the accident history and observing traffic volumes for the intersections in question. **The TCDR**

from Teresa Bresaw (9/03/00) for a speed zone change on Lake Rd. still needs to be researched with ODOT. Regarding various requests for parking zone changes, one 15-minute spot will be designated at Sully's, and one at Wind Horse Tea. Additionally, 3-4 of the existing 8-hour parking spots on the West side 21st Ave. South of Adams will be converted to 2-Hours spots.

| | | |
|---------------|---------------------|-----------|
| Action items: | Person responsible: | Deadline: |
|---------------|---------------------|-----------|

Other Business

Conclusions:

| | | |
|---------------|---------------------|-----------|
| Action items: | Person responsible: | Deadline: |
|---------------|---------------------|-----------|

Information Sharing

Discussion: **32nd Ave. Speed Bumps** – **Barnett** addressed the concerns TSB members voiced regarding what to do if the speed bumps do not perform as designed. One of the objectives listed under the current NTMP policy is for the 85-percentile speed to be within 7 mph over the posted speed, which equates to 32mph for the 32nd Ave. project. Also the NTMP does not address what to do if this objective is not met. Barnett reiterated that until the traffic counts are taken this spring, we wouldn't really know how effective the project is. **TSB members** handed out information regarding past work on the NTMP program, including the Traffic Manual on Speed Bumps which they developed a few years back. **Julie Wisner** noted that the effectiveness of a speed bump project should be based on guidelines contained in the Traffic Manual on Speed Bumps, not on NTMP ranking criteria. **Wisner** also noted that the constructed bumps differ from the 22-foot seminole speed bumps recommended by the City's Traffic Manual on Speed Bumps, and their effectiveness has not been tested. **Barnett** noted judging a project solely by the Traffic Manual conflicts with the NTMP policy objective. Discussion ensued and it was decided that another meeting should be held to decide on criteria to judge the speed bumps and how to treat cases that do not meet the requirements. **Wisner asked Sue Stepan** if the City was willing to commit to taking out the speed bumps and reconstructing them if they are found to be ineffective. **Stepan** replied that she could not commit to that at this point, but that it would be considered as an option as a last resort only.

Rowe Middle School – Discussion regarding the modifications of the school and the resulting effects on traffic and pedestrian safety were discussed. Stone drafted a memo related to TSB's concerns (see attached memo).

Oak/Railroad/Monroe Intersection – Discussion regarding possible improvement to the intersection were discussed. **Barnett** show pictures of possible restriping scenarios from a similar intersection in Beaverton that may help reduce potential conflicts. **Gene Covey moved and Wisner seconded that an engineering study be performed to see if a STOP sign is warranted at the NE corner of the Oak/Railroad/Monroe intersection (at Monroe St.). The motion passed unanimously.**

| | | |
|---------------|---------------------|-----------|
| Action items: | Person responsible: | Deadline: |
|---------------|---------------------|-----------|

Next meeting -- agenda topics, date, time & location

Conclusions: Agenda topics: 32nd Ave. Speed Bump Project, Oak/Railroad/Monroe intersection, ACTS/Oregon Grant – Helmet distribution. Next Meeting Date: January 8, 2001 Time: 6 PM, Location: Johnson Creek Boulevard Meeting Room

| | | |
|---|---------------------|-----------|
| Action items: | Person responsible: | Deadline: |
| Distribute Draft Minutes and Agenda Packet for 12/13/00 Meeting | Brion Barnett | 12/29/00 |
| Leave TSB application in will call at JCB for Susan Stone | Brion Barnett | 12/22/00 |

Meeting Adjourned at 9:24 PM

Susan Stone, Chair
 Susan Stone, Chair

Brion Barnett
 Brion Barnett, Staff Liaison

Members Present: Don Trotter, Chair, John Blatt, Maggie Dickerson, Mark Guichard, Michael Kiser, Gary Michael, Dave Strauss, Ed Zumwalt

Staff: Martha Bennett, Michelle Gregory, and Don Arambula

Welcome and Introductions

Chair Trotter welcomed everyone to the meeting, and members of the committee introduced themselves

Background and charge

Bennett distributed the charge to the committee from the Milwaukie City Council. That charge is to:

- Provide direction to staff about the key criteria and issues that need to be included in the request for proposals for development of the Transit Oriented Development property.
- Review and evaluate development proposals. Interview development teams.
- Recommend one development proposal and development team to the City Council for the Transit Oriented Development Projects.

Introduction of the Downtown Plan and the TOD Project

Arambula gave a report on the development of the Milwaukie Downtown and Riverfront Plan. He also reviewed the proposal for the Milwaukie Transit Center and development details for the Transit Oriented Development project.

Several members of the committee asked for the zoning requirements for the TOD site. Bennett will provide the complete regulations for the site for the next meeting.

Discussion of the RFP process: criteria development, selection, timeline

Development of RFP – December 2000 through February 2001

- Research
 - Criteria
 - Process
 - Council Approval
- } Preliminary discussion/
Feedback with Developers

VII. D. 2

Out with RFP February or March 2001.

- 3 to 4 months

Selection Process – in June, July and August 2001

- Review Proposal
 - Interview
 - Recommend to Council
 - Negotiate agreement
- } Council 3 to 4 weeks

Discuss outreach scenario for project

The Committee decided they would take public comment at every meeting. Trotter will work with staff to decide if the comment will take place at the beginning or at the end of the meeting. The committee also discussed the need to have specific input reports at certain times in the project. Gregory will recommend a process to the committee as they need to seek input.

Discuss criteria for RFP and initial draft

The Committee listed issues for the development, concerns about the RFP and development, and information they would like to obtain. Those issues included:

- Survey/Geo Tech information (could be shared with Tri-Met)
- What is the interrelationship between Transit Center & TOD? Uses in TOD should be complementary w/ Transit Center.
- RFP allows you to be specific to get things that may not happen otherwise. Development can be more Community oriented (Caution: May require subsidy). Requirements/Regulations will affect financing and the level of public subsidy. The Committee needs to know more about subsidies.
- Don't be too restrictive. Allow developers the flexibility to propose what they think is best. For example, overly prescriptive designs for retail may not result in good space for retail (examples in DT Portland were given). Good retail space can be designed by the private sector.
- Use community input
- Need to look at the track record & business plan of developer
- Compatible with neighborhood and all surroundings
- Committee desired more information about the market. What is the market for housing? What are local rents? How about retail rents?
- What about the Post Office? Would be good opportunity to move, both to keep the post office and to provide steady income for TOD.
- Is there shortage of retail space overall, in downtown or is downtown being used for office instead of retail?
- TOD should be compatible with Library.
- Clarify requirements – restrooms & parking

- "Green" building technology (efficient, storm water, environmental impacts).
- Parking (or the shortage of parking) is a critical issue. The committee may want to encourage uses that require less parking because of its location next to the transit center. The committee wanted information about how different retail uses compare in their demand for parking.
- How successful is TOD retail (possible examples of other TOD's)
- Grocery Store is opportunity
- Relationship to Masonic Temple
- Retail orientations? Street & Transit Center – Retail users may not be transit riders, but some retail may take better advantage of Transit Center.
- Daycare Possibility? (low parking demand, low demand for visibility).

Next meeting

The Committee set the next meeting for January 3, 2001, at the City Hall Conference Room from 3:00 p.m. to 5:00 p.m.

Public Comment

The Committee took public comment. Some remarks pertained to the character and nature of the development. Other comments were about public involvement and information. The results of those comments became requests for information.

Information Requested

Based on their meeting and the public comment, the Committee discussed needing the following information.

- Roster of the committee, including email and staff info.
- Old market studies.
- Initial draft of RFP
- Development regulations pertaining to site (zoning code and other development standards)
- Presentation from Tri-Met on transit center
- Visual images and stories of TOD's from elsewhere (best practices/failed experiments)

Date February 6, 2001

I wish to address City Council on Agenda Item # 4

Name Michael Davis

Organization Milwaukie Masonic Lodge No. 109

Address 10636 Main

Phone (503) 293-2815

Speaking in Support

Speaking in Opposition

Raising Questions

Providing Information

Comments Regarding Safeway Redevelopment Property

Date 2/6/2001

I wish to address City Council on Agenda Item # Proclamation-Scouts

Name Carla Bantz

Organization Cub Scout Pack 513

Address Milwaukie OR

Phone 503) 654-9353

Speaking in Support

Speaking in Opposition

Raising Questions

Providing Information

Comments please introduce Pack after proclamation.

Date Feb. 6, 2001

I wish to address City Council on Agenda Item # _____

Name Rosemary A Grites

Organization _____

Address pm B180 13807 SE McLoughlin Blvd - Milwaukie

Phone 503-659-4682

Speaking in Support

Speaking in Opposition

Raising Questions

Providing Information

Comments _____

Date 2/6/2001

I wish to address City Council on Agenda Item # - special subject

Name Pathy Warner

Organization citizen / Design + Landmarks Commission

Address _____

Phone 654-7468

Speaking in Support

Speaking in Opposition

Raising Questions

Providing Information

Comments This is a special request to Council

Date 2/6

I wish to address City Council on Agenda Item # _____

Name ED ZUNWALT

Organization ALST. MILK. NDA.

Address 10808 S.E. 29TH

Phone 654-2493

Speaking in Support

Speaking in Opposition

Raising Questions

Providing Information

Comments _____
