

MINUTES
MILWAUKIE CITY COUNCIL WORK SESSION
AUGUST 20, 2013

Mayor Ferguson called the work session to order at 5:40 p.m. in the City Hall Conference Room.

Council Present: Council President Hedges and Councilors Scott Churchill, Mark Gamba, and Mike Miller.

Staff Present: City Manager Bill Monahan, City Attorney Damien Hall, Assistant to the City Manager Teri Bankhead, City Recorder Pat DuVal, Associate Planner Li Alligood, Public Works Director Gary Parkin, Parks and Sustainability Director JoAnn Herrigel, Public Affairs Coordinator Grady Wheeler, Community Development Director Steve Butler, Engineering Director Jason Rice, and Finance Director Casey Camors.

Ballot Measure Discussion

Mr. Wheeler reported on activities to date and reviewed the proposed Barney & Worth, Inc. scope of work. He discussed capital and neighborhood project costs.

Council President Hedges liked the suggested changes to the scope of work.

Mr. Monahan wanted to ensure that any costs that were given to the public were the full costs from beginning to conclusion and included project management.

Council President Hedges did not want to go out for a bond that was little more than a guesstimate.

The group discussed the Library Expansion Project, square footage, and possible phasing. **Councilor Miller** was concerned about costs if the expansion were put off, and **Councilor Churchill** said there would be about \$.5 million escalation annually to accommodate increases in material costs and inflation. He asked if \$6.5 million for Riverfront Park took into account construction related increases.

Ms. Herrigel said construction could not begin until 2015, and she would provide more specificity for the next meeting. She commented on the possible private sector response if a Riverfront Park measure were on the ballot.

Mr. Monahan recommended a retreat to discuss a strategy and said it would be difficult to come up with a service reduction plan at this point in time. It might, for example, be a percentage of the general fund.

Councilor Churchill commented on the feasibility of putting the projects on sequentially and identifying a relative range of dates.

Councilor Miller thought it was important for the survey to have a date range and that the City asked for what it needed.

Councilor Gamba understood some Councilors' reticence, but the primary goal was to meet the TriMet commitment.

Mr. Monahan discussed the timing issues related to the budget preparation.

Mr. Wheeler reported that based on the scope of work there would be a draft communication plan for the City initiatives and work will begin on the poll.

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Design and Landmarks Committee Update

Ms. Alligood was joined by Committee members Becky Ives, Chantelle Gamba, Frank Hemer, Chair, Sherry Grau, and Val Ballestrem. She discussed the Committee's role, membership, and recent activities.

Mr. Hemer summarized the elements of the 2013 – 2014 work program. He discussed the feasibility of establishing Milwaukie as a Certified Local Government (CLG) as a key component of the currently inactive historic preservation ordinance update project and potential workload impacts. He commented on the importance of spreading information on the history of Milwaukie. He was particularly interested in preservation and was willing to take on any challenge.

Ms. Ives provided an overview of the Storefront Façade Improvement Program that enhanced the entire look of the downtown. The Committee conducted a Downtown Design Review for proposed renovations to the Clackamas Community Federal Credit Union building at 10400 SE Main Street and advised the Planning Commission.

Ms. Alligood added the Design and Landmarks Committee would be a good resource as the CCEP project moved forward. Committee members talked about their interests in the community and areas of expertise.

Council President Hedges appreciated the Committee's preservation efforts, and **Councilor Miller** supported moving forward on preservation efforts and suggested adding Heritage Trees to the group's list of interests.

Councilor Gamba asked what the Design and Landmarks Committee members thought of the Kellogg Bridge girders.

Ms. Gamba was happy with them, and **Mr. Hemer** said in 10 years after some weathering, they would be gorgeous.

Councilor Gamba challenged the Committee to work on sprucing up McLoughlin Boulevard as identified in the Fresh Look Milwaukie Project.

Mayor Ferguson suggested signage to entice people into the downtown area. He encouraged historic resources and suggested looking at the budget to determine if CLG designation were feasible. He found the work plan to be sound.

Landscape Contract Discussion

Ms. Herrigel and **Mr. Parkin** reported on the current combination of landscape maintenance responsibilities between City Stormwater staff, contractors, and the intergovernmental agreement with North Clackamas Parks and Recreation District (NCPRD). Staff felt this would be a good time to move to a single contract for landscape maintenance and possibly a separate contract for lawn maintenance. Staff was working on a scope of work that addressed performance measures. Ms. Herrigel reported on research she had done on the City of Seaside and Willamette View landscape practices.

Mr. Parkin commented on the City of Seaside's level of service, and he estimated in terms of the budget that there would be about a 25% increase over the previous contract. He reviewed possible options that included contract management in the Public Works Department, possibly adding an FTE to the Stormwater Division, and not renewing the agreement with Clackamas County for correction crew work.

Councilor Miller volunteered to work with staff on this matter because of his horticultural background.

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Council President Hedges was concerned the correction crews had no supervision but did have questions about Railroad Avenue roadside maintenance. Some of the intersections were quite overgrown.

Mr. Parkin responded that the crews were supervised although the level of work could be higher. He recommended using the correction crews on an as needed basis but without a contract.

Councilor Churchill thought some of the performance based language in the maintenance section was a little loose. He also suggested a demonstration project at City Hall to determine a way to use an organic based solution.

Councilor Gamba thought performance based work was a good idea and agreed mowing and gardening should be considered as separate contracts. He supported having a central control point.

Mr. Parkin was concerned separate mowing and landscaping contracts might result in accountability issues.

Mayor Ferguson was supportive of the track.

Garbage Rate Proposal - 2013

Ms. Herrigel was joined by **Rick Winterhalter**, Sr. Sustainability Analyst, Clackamas County. Staff reviewed financial information and recommended residential, commercial, and drop box rate increases effective October 1, 2013. The projected rate of return for the coming year for all service areas combined was expected to be 8.4%. During that year staff would increase public outreach to encourage waste reduction, conduct a waste characterization study, and develop a proposal for a yard debris exemption program.

Ms. Herrigel discussed possible rate structure options. Option 1 was that presented by staff; option 2 was a differential application with increases based on relative can size and pick up frequency; and option 3 placed increases only on 90 gallon containers.

Councilor Gamba thought option 2 began moving the City in the proper direction. Those creating the least waste paid lower rates.

Councilor Churchill thought option 3 was a red herring and was not realistic in representing what citizens wanted. He could support either option 1 or option 2.

Council President Hedges expressed concern that option 2 did not meet the rate of return. He supported option 1 with the direction for change in the coming year. He could also support option 2.

Councilor Miller supported either option 1 or option 2 but felt option 3 was unfair.

Mayor Ferguson liked option 2 if it achieved the rate of return and gave the public a sense of the City Council's direction.

Mr. Monahan would ask Mr. Wheeler to prepare a press release with this modification and notice that the solid waste rates would be considered on September 3, 2013.

Ms. Herrigel would also appreciate Council input on the community involvement element.

Road Home Program

Russ Isom, Milwaukie Christian Church, **Angela Trimble**, MSW, Director of Homeless Intervention Services, Northwest Housing Alternatives (NHA), and **Martha McLennan**,
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Director, NHA, discussed a proposal for a pilot project for a "Road Home" program. They asked the Milwaukie City Council for its support to begin a land use modification application for the Church located at 5197 SE King Road. The modification would allow the use of vehicles as a temporary dwelling and having sanitation facilities. The pilot project would be at one church location and limited to one vehicle. The application would go before the Planning Commission, and the City was asked to waive the processing fee.

The group discussed homeless issues in Clackamas County and the numbers of families living in their cars. The goal was to provide support to families to assist them in transitioning back into a home and back into the community. The Road Home Program would offer a safe place for the night with a responsible party inside the Church. While the application was being processed, Mr. Isom and others would talk with neighbors to discuss the details of the program.

Ms. Trimble offered background on NHA and availability of affordable housing. Those interested in the Program would sign an agreement to develop a plan with the help of NHA. If the family was not able to complete the agreed upon tasks, they may be asked to leave the program. Families will be moved to shelters as they became available.

Councilor Miller understood neither the Neighborhood District Association (NDA) nor the neighbors had been consulted. He requested a report from Chief Jordan on possible impacts of the Program including increased call loads.

Mr. Isom felt it was appropriate to speak with the City Council and get its direction prior to sharing the plan with the neighborhood. Further, he would be happy to speak with Chief Jordan.

Mr. Butler outlined the public involvement requirements for a Type 3 permit modification that included a hearing before the Planning Commission.

Mayor Ferguson said the intent of this discussion was to put the proposal before the City Council. He suggested partnering with NHA to allow a waiver of the application fees so the public involvement element and Planning Commission hearing could go forward.

Councilor Gamba observed homelessness was a critical situation facing the nation. He supported the process in baby steps and supported waiving the fee.

The group discussed affordable housing in the region and available programs.

Councilor Churchill thought the transition plan was a good idea and favored the idea of families sleeping in the church structures rather than their cars. He hoped churches would open their doors as he was concerned about encouraging people to live in their vehicles.

Mr. Isom found some people did not wish to leave their cars as that was all they had. This program was a step, although maybe not the best, in addressing the situation of homelessness.

Councilor Churchill understood one might have all the family's worldly belongings in that car, but he would prefer to see the people brought inside and their cars parked in a secure place.

Council President Hedges thought it was unfortunate that people had gotten upset before having all the information and suggested going to the Lewelling NDA meeting.

He supported the pilot program, waiving the fee, and scheduling the Planning Commission hearing.

Councilor Miller was not opposed to the program as long as it went through the process but was concerned about children living in a car.

The City Council supported the fee waiver, and **Mr. Monahan** recommended a motion at the regular session.

Mr. Hall cautioned against conflicts of interest as the application went through the land use process.

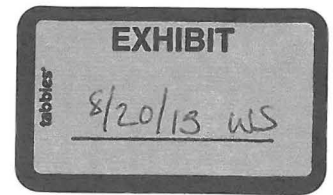
Mayor Ferguson adjourned the work session at 7:40 p.m.

Respectfully submitted,



Pat DuVal, Recorder

WORK SESSION



**Garbage Rate Structure Options
August 20, 2013 Work Session**

Option 1: Staff Presented

(Weight of garbage is variable – other costs even)

Monthly	.10
20 gal	.25
32 gal	.25
60 gal	.30
90 gal	.30

Option 2: Differential application

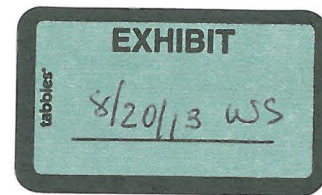
(Increase is based on relative size and frequency)

Monthly	¼ of weekly 32 gal	.04	
20 gal	x	.10	(baseline)
32 gal	x times 1.67	.17	
60 gal	x times 3	.30	
90 gal	x times 4.5	.45	

Option 3: Loaded

(Increase placed only on larger size containers)

Monthly	0.00
20 gal	0.00
32 gal	0.00
60 gal	0.00
90 gal	Increase/# of customers \$2-3.00/month



BARNEY & WORTH, INC.

1211 SW FIFTH AVE, STE 2330
PORTLAND, OR 97204-3732
503/222-0146 phone
barneyandworth.com

247 COMMERCIAL ST NE, STE 204
SALEM, OR 97301-3411
503/585-4043 phone



City of Milwaukie

Public Education—G.O. Bond Program Rev. 8/9/13

Purpose

The City of Milwaukie has committed to pay for its share of TriMet's light-rail project through Milwaukie. Funding currently is designated comes from Milwaukie's General Fund that also supports for the City's core services such as public safety, parks, and the library.

The City of Milwaukie ("City") has committed to pay for its share of TriMet's light-rail project from Milwaukie's General Fund revenues. The General Fund revenues also support the City's core services such as public safety, parks, and the library.

Comment [A1]: This entire paragraph makes no sense as written. For that reason, I would strike the entire paragraph and insert the redline addition set forth below it.

There is an opportunity for Milwaukie citizens to save money on the light-rail payments and protect core services through the issuance of a \$4 million general obligation (G.O.) bond. Bonding the project allows the city to borrow money at today's low interest rates and extend the spread the repayments for over several years. This action would to ensure that future residents who will benefit from the service can also contribute. Milwaukie is also considering adding other important community service initiatives to the bond measure, including a library expansion and park improvements.

The City is committed to ensuring community members are informed of this opportunity to sustain core services and save money by refinancing the light-rail funding obligation and potentially funding top priority community capital projects.

Priorities

Priorities for the initial phase of public education include:

- Develop a strategic communication plan and public education materials for Milwaukie's core service and capital project funding opportunities, focusing on clear messages for: possible funding measures; public transportation benefits; cost savings; stability of core services; need for / benefits of library and park improvements.
- Conduct public opinion research to gauge the attitudes and preferences of Milwaukie voters, and confirm messaging.
- Augment the City of Milwaukie's staff communications capabilities, supporting the public education programs as needed.

G.O. Bond Program

The City of Milwaukie has authorized payments to support construction of the Milwaukie light-rail project. However, there may be an opportunity for the City of Milwaukie to experience receive cost savings by seeking voter approval to issue G.O. bonds to repay the City's share of the TriMet light-rail project this obligation. Additional property tax revenues could become available, instead of payments coming for from the City's existing General Fund revenues, undercutting the City's core services. Other long-awaited eding City projects are also being considered for inclusion in the bond measure.

Comment [A2]: What obligation? I perceive this to mean the TriMet light-rail project costs of the City.

Milwaukie City Council is considering – but has not yet authorized – the G.O. bond approach. This represents a “new idea” for Milwaukie voters. To pursue this option, there will be heightened public awareness in anticipation of ~~a vote~~placing a measure on the ballot to seek voter approval of this approach. A program for public education will be needed to inform community members and property owners of the benefits and effects of the G.O. bond approach, in anticipation of a successful bond program.

Comment [A3]: We recommend not using the word vote, as after the measure gets on the ballot there are issues with spending money on a contract such as this. Activity under this agreement should end before the measure gets on the ballot (if it does), or of not, the work needs to be viewpoint-neutral afterwards.

Consultant Tasks

Consultant tasks to support public education for Milwaukie's GO bond program and capital projects.

Task 1 - Research

The consultant will compile and review Milwaukie's information/documents regarding the light-rail program, recent public opinion research, project(s) financing and the GO bond proposal, along with related information on recent public infrastructure ballot measures in North Clackamas County. Proposed capital projects (library and park improvements) will also be researched and defined. Stakeholder interviews will be conducted to discern the views of Milwaukie opinion leaders on the possible funding measures being considered. Additional public opinion research (telephone poll, two focus groups) will also be conducted to gauge the attitudes and preferences of Milwaukie voters, and confirm effective messaging.

Task 2 – Public Education Plan

Results of the research will contribute to development of a Public Education Plan for one or more bond measures. The Plan will identify target audiences, key messages, public education materials and tools, outreach roles / assignments, outreach partnerships, and schedule. Public information / education materials and tools will be developed as necessary to support the plan; these include a: fact sheet, frequently asked questions, webpage content, presentations, and feedback mechanisms

Task 3 – Themes / Messaging

To help educate community members and property owners, the consultant will assist in developing themes and messages that best communicate the City's current funding situation and GO bond program. Themes and messaging will also be developed for bond measures supporting priority capital projects.

Task 4 – Client Consultation

The consultant will organize and attend a kickoff meeting, and then will be available to meet and consult with staff, policymakers, and other groups as requested by the client.

Timing*

August 2013 – March 2014

*Schedule for GO bond public education will be contingent upon an election date chosen by the Milwaukie City Council.

Compensation

Professional services under this agreement will be billed on a time-and-materials basis, with the \$74,710 limit for compensation established by contract. Consultant services will be billed at the standard hourly rates provided. Public opinion research will be charged at the following fixed price:

Telephone survey; 10-minutes; n=300	\$12,000
Two (2) focus groups	\$15,000

Other direct-expenses will be billed at actual cost, plus 15% for administration and handling.

Barney & Worth will submit monthly invoices documenting work performed in the previous month, along with any reimbursable direct expenses. Milestone amounts for professional services are shown below:

Task 1 – Research	
Preliminary research	\$5,000
Stakeholder interviews	\$10,000
Telephone survey	\$15,000
Focus groups	\$17,000
Task 2 – Public Education Plan	
Public education plan	\$5,500
Materials and tools	\$6,700
Task 3 – Themes / Messaging	\$6,000
Task 4 – Client Consultation	\$5,600

City of Milwaukie
Public Education—G.O. Bond Program

Budget Estimate Rev. 7/30/13

Professional Services

Barney & Worth, Inc.	\$ 43,800	
DHM Research	<u>27,000</u>	
Total Professional Services		\$ 70,800

Direct Expenses *

Printing & Photocopies	\$ 600	
Graphic Design	1,500	
Travel	400	
Long Distance Telephone & Fax	150	
Postage & Delivery	150	
Meeting Expenses	300	
Photography & Reproduction	200	
Insurance	100	
Administration & Handling @ 15%	<u>510</u>	
Total Direct Expenses		<u>3,910</u>
Total Project		\$ 74,710

* Assumes client will be responsible for mass printing and distribution of reports and printed materials; advertising and public notice, room rental and refreshments for public meetings.

Hourly Rates for Professional Services (Barney & Worth, Inc.)

Principal	\$190
Senior Associate	\$160
Associate	\$140
Research Associate	\$110
Clerical/Support	\$ 80



Contract # _____

**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OR
FOR BOND MEASURE ANALYSIS AND
COMMUNICATIONS**

THIS AGREEMENT made and entered into this (Day) day of (Month), (Year) by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and Barney & Worth, Inc., hereinafter called Contractor.

RECITALS

WHEREAS City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

WHEREAS City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, ~~by~~ April 1, 2014~~3~~. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor not to exceed \$Seventy-four thousand, seven hundred and ten ~~dollars~~ (\$ 74,710) for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

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- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.

- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. **OWNERSHIP OF WORK PRODUCT**

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans,

correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. **ASSIGNMENT/DELEGATION**

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. **STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR**

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.
- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

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

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

8. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverage:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000
Umbrella	1,000,000

- B. Commercial Automobile Insurance
Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.
- C. Professional Liability Insurance Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.
- D. Workers' Compensation Insurance
The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.
- E. Additional Insured Provision
The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.
- F. Notice of Cancellation
There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days notice of cancellation to the City.
- G. Insurance Carrier Rating
Insurance coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- H. Certificates of Insurance
As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The

Comment [A1]: I am not sure that carriers underwrite professional liability policies for political consultants, so an E and O certificate of some kind should suffice.

Contract # _____

certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for (name of project) . The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

I. Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

J. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie
Attn: Finance
10722 SE Main Street
Milwaukie, Oregon 97222

Business Phone: 503-786-7555
Business Fax: 503-653-2444
Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. **METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and

Contract # _____

other information:

City	Contractor
City of Milwaukie	Company: Barney & Worth, Inc.
Attn: Accounts Payable	Attn: Clark Worth
10722 SE Main Street	Address: 1211 SW 5 th Ave., Suite 2330
Milwaukie, Oregon 97222	Portland, OR 97204
Phone: 503-786-7523	Phone: 503-222-0146
Fax: 503-786-7528	Fax: 503-274-7955
Email Address: finance@milwaukieoregon.gov	Email Address: clark@barneyandworth.com

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

10. **MERGER**

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. **TERMINATION WITHOUT CAUSE**

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

12. **TERMINATION WITH CAUSE**

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

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

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

- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:
 - 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

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

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

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so

disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. **NON-WAIVER**

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. **NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. **ERRORS**

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. **EXTRA (CHANGES) WORK**

Only the Public Affairs Coordinator Grady Wheeler may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. **WARRANTIES**

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

20. **ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. CONFLICT BETWEEN TERMS

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

24. AUDIT

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

Contract # _____

CITY OF MILWAUKIE

CONTRACTOR

Signature

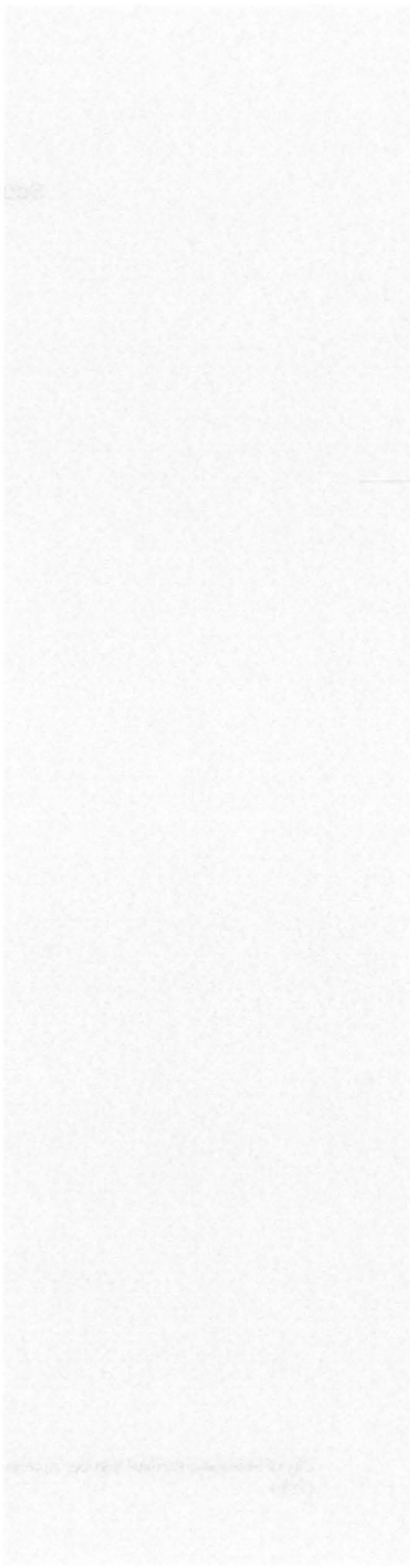
Signature

Printed Name & Title

Printed Name & Title

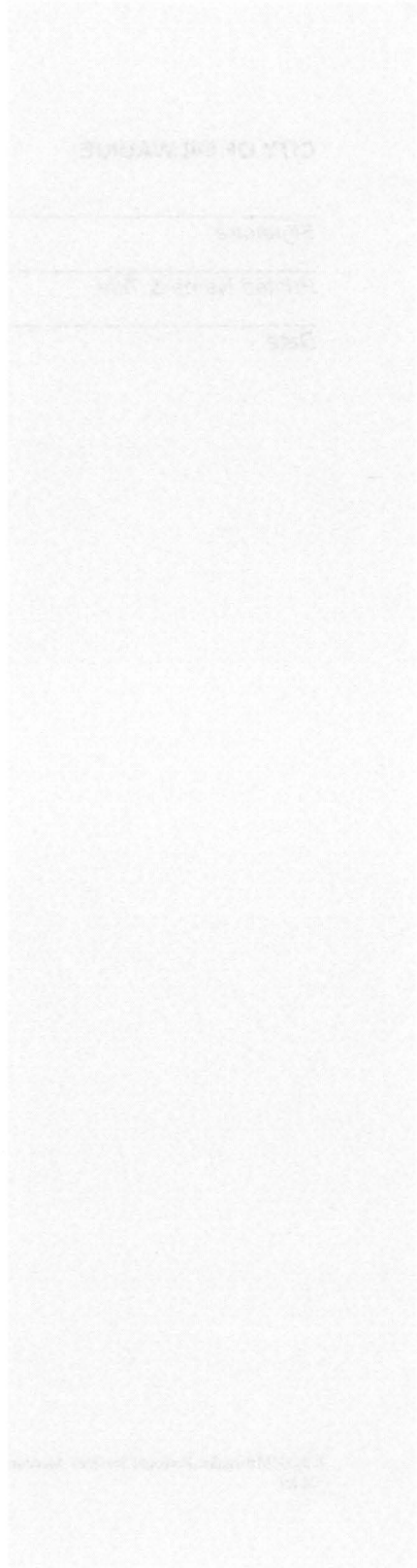
Date

Date



Contract # _____

EXHIBIT A
SCOPE OF WORK (SERVICES TO BE PROVIDED)



AGENDA

MILWAUKIE CITY COUNCIL WORK SESSION

AUGUST 20, 2013

MILWAUKIE CITY HALL

10722 SE Main Street

A light dinner will be served

Executive Session – 5:00 p.m. The City Council will meet in executive session pursuant to ORS 192.660(2)(e) to deliberate with persons designated by the governing body to negotiate real property transactions.

- | | | | | |
|----|-----------|---------------------------------------|--------------------------------------|----|
| 1. | 5:30 p.m. | Ballot Measure Discussion | Bill Monahan | |
| 2. | 5:45 p.m. | Design and Landmarks Committee Update | Li Alligood and
Committee Members | 1 |
| 3. | 6:00 p.m. | Landscape Contract Discussion | Gary Parkin and
JoAnn Herrigel | 4 |
| 4. | 6:30 p.m. | Garbage Rate Proposal - 2013 | JoAnn Herrigel | 18 |
| 5. | 6:45 p.m. | Road Home Program | Steve Butler | 34 |
| 6. | 7:00 p.m. | Adjournment | | |

Information

Executive Session: The City Council may meet in executive session pursuant to ORS 192.660(2). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions as provided by ORS 192.660(3) but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

Public Notice

- The Council may vote in work session on non-legislative issues.
- The time listed for each discussion item is approximate. The actual time at which each item is considered may change due to the length of time devoted to the one previous to it.
- The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.
- The City of Milwaukie is committed to providing equal access to information and public meetings per the Americans with Disabilities (ADA). If you need special accommodations, please call 503.786.7502 or email ocr@milwaukieoregon.gov at least 48 hours prior to the meeting.



Agenda Item: WS 2
Meeting Date: 8/20/13

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Design and Landmarks Committee Update

Prepared By: Li Alligood, Associate Planner

Dept. Head Approval: Steve Butler, Community Development Director

City Manager Approval: Bill Monahan

Reviewed by City Manager: 8/7/13

ISSUES BEFORE THE COUNCIL

Update from the Milwaukie Design and Landmarks Committee on this year's accomplishments, goals and the 2013/2014 DLC work plan.

STAFF RECOMMENDATION

N/A

KEY FACTS & INFORMATION SUMMARY

The Design and Landmarks Committee reviewed the proposed work plan at its August 5, 2013, meeting. One or more members of the DLC will attend the update with Council to discuss the proposed work program.

OTHER ALTERNATIVES CONSIDERED

N/A

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

1. Design and Landmarks Committee – 2013/2014 Proposed Work Program

FISCAL NOTES

None

Milwaukie Design and Landmarks Committee

2013/14 WORK PROGRAM Proposed

For discussion August 20, 2013

Accomplishments of 2012/13

Between August 2012 and August 2013, the DLC met seven times and saw some turnover in membership. Scott Barbur and Jim Perrault left the committee in April 2013. Val Ballestrom and Sherry Grau were appointed to the committee on July 16, 2013.

During the past year, the Committee has wrapped up the Storefront Façade Improvement Program; participated in historic preservation education and training activities; stayed abreast of State requirements related to elections law and ethics; and provided City staff with recommendations on the design of the Adams Street Connector lanterns.

Work Program for 2013-14

The following is a summary of the projected DLC activities for 2013-14:

1. Downtown Design Review. For development proposals in Downtown zones, conduct public design review meetings to advise the Planning Commission on implementation of the Downtown Design Guidelines. Anticipated proposals for the coming year include:
 - Major exterior renovations to 10400 SE Main St (Veterinary, Cancer, and Surgery Specialists)
 - Potential new building(s) or exterior renovations
2. Post-Decision Limited Design Review. Conduct design review meetings on development proposals when the Planning Commission has made design review a condition of approval or to assist with other City projects. Anticipated proposals to be reviewed in the coming year include:
 - Riverfront Park restroom
3. Historic Resources. Review of Historic Landmarks alteration or demolition, and advise the Planning Commission on applications when City approval is required by Code. There are no known proposals in the coming year.

The Committee has expressed interest in updating the City's historic resource inventory and determination of eligibility procedures, and establishing Milwaukie as a Certified Local Government (CLG). As in years past, staff is supportive of this project; it is a key component of an inactive project to update the City's outdated historic preservation ordinance. However, activating this project would

have significant impacts on staff workload. If Council directs staff to include this project in the work plan for future years, staff would likely be able to address it in 2014/15.

4. Code Revision Projects. Participate in and advise Planning staff and Planning Commission on code revisions relating to community design. Anticipated projects in the Planning Department work program for the coming year include:
 - Commercial Core Enhancement Program (CCEP) - Comprehensive Plan and code amendments related to design standards and design review in downtown and central Milwaukie, as well as the “neighborhood main streets” of 32nd and 42nd avenues.
5. Committee Training. Continue to develop the group’s understanding of the particular design elements that make Milwaukie unique; deepen the group’s knowledge of the land use review process; and stay up to date on State statutes regarding land use law and ethics for public officials.
6. Public Education. Create resources that help the general public and potential developers understand the city’s history and key design elements. Current ideas include:
 - Establish a relationship with the Historic Milwaukie NDA and other groups working in downtown Milwaukie
 - Downtown walking tour



Agenda Item: **WS 3**
Meeting Date: 8/20/2013

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Landscape management plan

Prepared By: Gary Parkin, Public Works Director and JoAnn Herrigel, Parks and Sustainability Director

Dept. Head Approval:

City Manager Approval: Bill Monahan

Reviewed by City Manager: August 7, 2013

ISSUE BEFORE THE COUNCIL

Landscaping has been accomplished through a combination of City Stormwater staff, several City contractors and by agreement with the North Clackamas Parks District. With landscaping responsibilities divided among multiple parties service provision has suffered and been difficult to track.

STAFF RECOMMENDATION

Move to a single contract for landscape maintenance and a separate contract for lawn maintenance for the remainder of the biennial budget, propose an in-house solution for the next budget.

KEY FACTS & INFORMATION SUMMARY

In order to avoid a lapse in landscape maintenance services, the City will need to issue a Request for Proposals as soon as possible. There should be a single contract for all City landscape maintenance (with possibly a separate contract for lawn maintenance only) with a term to complete the fiscal year.

The contract should be based more on desired results than on a strict specification of service. Oversight of the landscape maintenance contract would move to the Parks and Sustainability Director.

In addition, the plan for the upcoming biennium should consider shifting the portion of the stormwater funding proposed in the stormwater master plan to be allocated to stormwater swale maintenance, to the landscape maintenance contract. In support of evaluating a move to in-house maintenance, the cost effectiveness of providing landscape maintenance using City staff rather than contractors should be completed prior to the budgeting process for the next budget.

OTHER ALTERNATIVES CONSIDERED

1. Begin in-house staffing this year with a supplemental budget.
2. Continue contracting for minimal landscape services
3. Extending City maintenance beyond current responsibility

CITY COUNCIL GOALS

Livability, Downtown

ATTACHMENT LIST

1. Map showing landscape maintenance need
2. Proposed scope of work

FISCAL NOTES

For the current fiscal year, staff will not contract for landscape maintenance services beyond what the current budget can support without direction from Council.

During the budgeting process for the upcoming biennium, staff will propose a comprehensive landscape maintenance plan that will likely require budgeting changes.



To: Mayor and City Council

Through: Bill Monahan, City Manager

From: Gary Parkin, Public Works Director
JoAnn Herrigel, Parks and Sustainability Director

Subject: Landscape Management Plan

Date: August 20, 2013 Work Session

ACTION REQUESTED

Review landscape management plan and provide feedback on its implementation.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

June 2010: Three-year contracts approved for landscaping services for Facilities (Bizon) and the Water Division (M and H).

May 2013: Council briefed on Landscaping issues and the need to renew contracts at Study Session. Council direction was to move to a single contract and look at level of service need and cost for City to take care of landscaping in-house.

BACKGROUND

The City is responsible for the landscape maintenance of 11 building/facility sites including building grounds, utility sites, landscape strips and stormwater facilities (see attachment 1). The landscaping need includes lawns, flower beds, trees, street planter strips and medians, and stormwater treatment planted areas, or "swales". The landscape need is growing. New features recently added include the sculpture garden and stormwater swales and planted medians added with each new street improvement, such as Jackson St, Lake Road, and the Light Rail street improvements.

Landscape maintenance in the City is currently provided by several sources. The North Clackamas Parks and Recreation District (NCPRD) provides maintenance of the park areas under a 1992 agreement, the City's Stormwater staff take care of the Stormwater facilities, the Public Works Street division mows along street rights-of-way and provides basic care of street planters and medians.

There are three contracts in place to cover the rest of the landscaping need. The Facilities division oversees a contract that provides landscape maintenance service for the areas around the City buildings and properties, the street medians and landscape strips for McLoughlin Blvd between Washington and Jackson (per an agreement with ODOT when the boulevard was improved in 2005). The Water division oversees a landscaping maintenance contract to provide care for two water well sites that include lawn area, trees and planted areas. The third contract is an agreement with Clackamas County Corrections Division that provides for the use of juvenile offenders to perform landscaping, mostly heavy work such as cutting back blackberries. All three of these contracts expired on June 30, 2013. The first two have been extended until September 30, 2013.

Recently concern with the landscape services provided by the City has been expressed by citizens, staff and business owners. Concerns include a lack of care for the area around the Jackson Street bus transit station, inadequate care in general for the building sites mostly related to a lack of planting, and a lack of care for street landscape strips and traffic islands in the downtown and outlying areas.

The concerns generally reflect that the landscaping responsibility is divided among multiple parties, the lack of flexibility in the current contracts, and a lower level of service provided by the contracts than desired.

Addressing these concerns is difficult under the current structure. The contracts, in place since 2010, do not provide the maintenance coverage desired and the scope of work is too specific to allow adaptability. Also, the oversight of the contracts is provided by different City divisions by staff whose primary areas of focus is not landscaping.

Volunteers currently maintain some of the street landscape strips in the downtown area and traffic islands in the Lake Road, Historic Milwaukie and Ardenwald NDAs. The landscape strips are within the public right-of-way and, as such, responsibility for maintenance of these areas has been confusing, historically. Milwaukie Municipal Code places the responsibility for the safety issues and code compliance of the rights-of-way, such as sight obstruction and removal of tall weeds, with the adjacent property owner.

However, the aesthetics of the rights-of-way and maintenance of these areas is not directed or regulated by the City code. As a result, where little or no care is provided by adjacent property owners, volunteers have stepped in to "spruce up" areas and to care for them on a consistent basis. Often the landscape is maintained at a high level by a volunteer with help from some adjacent property owners or tenants. Any future

landscape contract or arrangement will need to address whether existing volunteer landscape efforts should be continued or be shifted to paid contractors or staff.

A quick solution to the landscape maintenance issue is difficult mainly because expanding the scope to provide for a higher level of service requires additional funding. Increasing the budget is difficult both because the current budget is set for this fiscal year and due to general current budgetary constraints.

The budgeted funding for 2013-14 is about \$50,000. This amount can be increased by using some of the contingency budgeted in the Facilities budget and potentially, by using Stormwater funds. However, moving funds from the Stormwater Fund to add maintenance of stormwater facilities is problematic this fiscal year as the Stormwater fund was not budgeted for a separate landscaping contract amount (it is currently done by in-house staff).

Over the past month, staff has reviewed several landscape maintenance programs and contracts in other jurisdictions and businesses. The Willamette View Retirement community, for instance, has two contracts, one for lawn maintenance and one for “gardening”. There are also contracts, like Milwaukie’s, which outline, in detail, the specific tasks to be completed by the contracted landscapers. This results in situations where the City is forced to pay “extra” for any task that is not specifically called out in the contract. Finally, there are other contracts, such as that used in the City of Seaside, Oregon, where the contract states the objective, rather than the *method* of maintenance, by noting that:

“The objective of the Downtown Maintenance District is to provide the downtown district with creatively landscaped, well groomed and maintained planting areas consistent with good landscape design and horticultural practices. For the enjoyment and pleasure of residents and visitors, these areas should be designed and planted in such a way as to provide maximum color throughout the year. Design and maintenance plans should include keeping planting and shrubbery to a height that will not obstruct business fronts or street signage, or pedestrian and vehicular vision.”

In order to avoid a lapse of landscape maintenance services, the City will need to issue a Request for Proposals as soon as possible. Unfortunately, a comprehensive change in the City’s landscape maintenance provision will require additional time, beyond the end of September, and should be addressed through the budgeting process. However there are steps that can be taken at this time to improve the situation.

1. Structure a new contract, to be issued within the next few weeks, that is based more on desired results than on a strict specification of service (a sample is provided here as attachment 2).
2. Use a single contract for all City landscape maintenance. The contract term would be tied to the fiscal year.

3. Shift oversight of the landscape maintenance contract to the Parks and Sustainability Director. Responsibility may shift to the Public Works Director as required by the work load of the Parks and Sustainability Director.

In addition, the plan for the upcoming biennium should consider the following:

1. Shifting the portion of the stormwater funding, proposed in the stormwater master plan to be allocated to stormwater swale maintenance, to the landscape maintenance contract.
2. The cost effectiveness of providing landscape maintenance using City staff rather than contractors.

CONCURRENCE

Staff from Community Development and Public Works have worked together on this program review and concur with the direction in which this project is moving.

Finance Staff have verified that the funding sources are available and will be consulted as this work moves forward.

FISCAL IMPACT

For the current fiscal year, staff will not contract for landscape maintenance services beyond what the current budget can support without direction from Council. A prioritized list of obligations will be provided in the Scope of Work. The lowest bidder will be the one providing service for the most work. Any obligation that is not covered will be evaluated for need and either added to the contract or addressed outside of the contract.

During the budgeting process for the upcoming biennium, staff will propose a comprehensive landscape maintenance plan that will likely require budgeting changes.

WORK LOAD IMPACTS

Potential impacts would result from the transfer of the landscape maintenance oversight from Public Works Department (the Facilities and Water Divisions) to the Parks and Sustainability Director.

ALTERNATIVES

1. Begin in-house staffing this year with a supplemental budget.
2. Continue contracting for minimal landscape services
3. Extending City maintenance beyond current responsibility

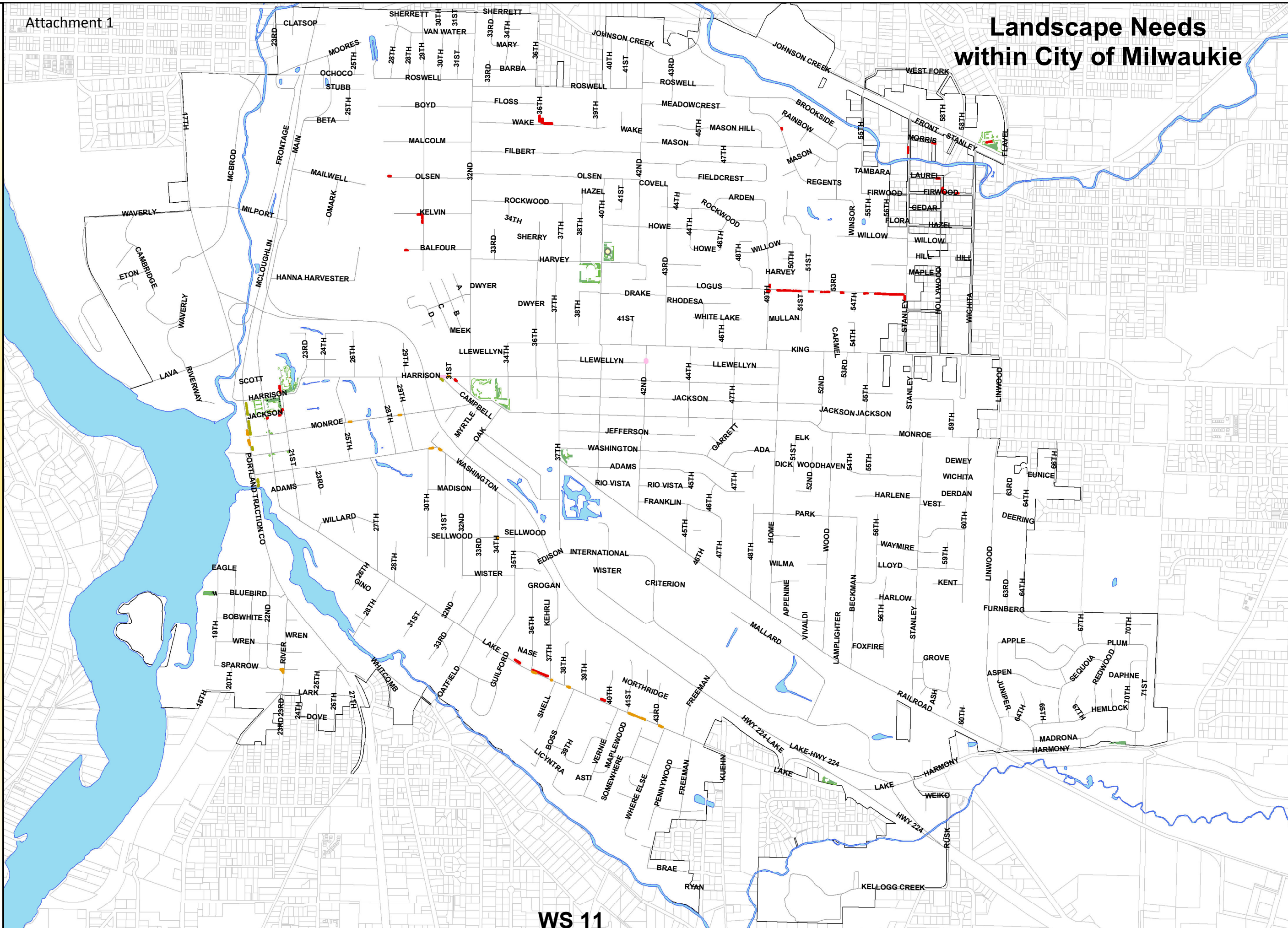
ATTACHMENTS

1. Map showing landscape maintenance need
2. Proposed scope of work



Landscape Needs within City of Milwaukie

- Landscaping Areas**
- Lawn
 - Gravel Path
 - Planted Landscaping
 - Base area of Tree
 - Planter Strip
 - Median Planter
 - Median Concrete
 - Rain Gardens



SCOPE OF WORK

The objective of this contract is to provide the City of Milwaukie with creatively landscaped, well groomed and maintained planting areas consistent with good landscape design and horticultural practices.

For the enjoyment and pleasure of residents and visitors, these areas should be designed and planted in such a way as to provide maximum color throughout the year.

Design and maintenance plans should include keeping planting and shrubbery to a height that will not obstruct street signage, business fronts or pedestrian and vehicular vision.

The following is a detailed description of work involved in the maintenance of the specified landscape areas. All of the work is to be completed in a substantial and workmanlike manner by a licensed landscape contractor or the contractor's employees according to standard practices. Regular maintenance does not include major vandalism or storm damage. Any alteration or deviation from specifications involving extra cost of material or labor will only be executed upon written orders, and will become an extra charge over the sum bid. All such agreements shall be made in writing.

The bulk of this contract/agreement pertains to the general maintenance of specific landscape areas as prescribed by the City of Milwaukie. Many of the planter areas contain established trees and shrubs; other than the normal seasonal work associated with these areas i.e. cultivation, mowing, fertilization, insect control, weeding, planting and transplanting of annuals and perennials, seasonal pruning of established plant materials should be done in order to prevent these materials from becoming overgrown.

This maintenance contract/agreement will require the planting, transplanting or replacement of some ornamental plant materials other than annuals or perennials due to general landscape design or loss due to weather etc. It is recommended that the contractor make allowances for this inevitability, as it will fall within their area of responsibility.

Large established and mature trees and shrubs will not be removed by the contractor unless there are cases or events that may require re-landscaping or removal due to logistics, stress, overcrowding, obstruction etc. A request by the contractor for removal or replacement of any such specimens should be made to the City in writing. The City encourages the holder of this contract to make suggestions or present ideas or concerns regarding the beautification or enhancement of these properties that would improve the overall esthetics of the landscaped areas.

LANDSCAPE MAINTENANCE LOCATIONS (listed by priority)

Sites – building areas with lawn and landscaping

City Hall: 17,000 square feet (sf) of lawn, 4,300 sf of planted area and 200 sf of stormwater treatment area. Special needs: Sculpture garden, sidewalk maintenance.

PSB: 8,400 sf of lawn and 23,000 sf of planted area.

JCB: 10,000 sf of lawn, 21,000 sf of planted area and 500 sf of stormwater treatment area. Special needs blackberry management around perimeter.

Library: 7,500 sf of lawn, 24,000 sf of planted area and 550 sf of stormwater treatment area.

Pond House: 4,000 sf lawn and 2,000 sf of planted area.

Bertman House/Well 7: 11,500 sf of lawn and 900 sf of planted area. Special needs: well site (#7)

40th-Harvey complex: 41,000 sf of lawn and 14,000 sf of planted area. Special needs: well site (#2,3 and 5)

Water Treatment Plant 4: 5,000 sf of lawn and 4,000 sf planted area. Special needs: well site (#4)

Water well Lake Rd site: 7,000 sf of lawn and 2,000 sf of planted area. Special needs: well site (#8)

Water intertie with CRW: 8,000 sf of lawn (by others).

Wastewater Lift Station in Island Station: 8,000 sf of lawn and 1,000 sf of planted area.

Highway 99E medians and planter strips:

Center median between Jefferson and Monroe Streets – 700 sf, sprinkler system in place, established planting

Center median between Monroe and Jackson Streets – 500 sf, sprinkler system in place, established planting

Landscape strip east side between Monroe and Jackson Streets – 1,000 sf, sprinkler system in place, established planting

Landscape strip east side between Jackson and Harrison Streets – 800 sf, sprinkler system in place, established planting

Downtown landscape strips:

Main/Jackson – NE corner: 3 small trees and 3 small plants, 300 sf
NW corner: 1 small and 1 large planters, 100 sf
SE corner: 2 small areas (raingarden also here), 100 sf
SW corner: 2 small areas either side of ramp, 150 sf (NOT CITY)

Main/Monroe – NE (3) and NW – 700 sf. (NOT CITY)

Main/Jefferson – (600 sf total) NW corner: 2 either side of ramp
SE corner (Cha-cha-cha restaurant) – 3 planters (NOT CITY-VOLUNTEER)

Main/Washington – (4) (400 sf total) (NOT CITY-VOLUNTEER)

Jefferson/21st – (2) need maintenance (NOT CITY)

Other landscape strips:

Lake Road medians: (4) between Where Else and 36th ave – 800 sf total.

Street median: 34th at Sellwood, (2) Washington between 30th and 31st Ave, Monroe (25th and 29th Ave) : 300 sf total.

Harrison RR Crossing at 30th Ave (landscape strip): 200 sf total

Stormwater – (Rain Gardens)

21st/Jackson, on West side of 21st along 10722 SE Main, 70 sf

21st, across from library 10659 SE 21st, 240 sf.

21st, across from Library, nearest to Harrison, 10677 SE 21st, 210 sf.

9045 SE 36th, 740 sf
North garden, 450 sf.
Southern rain garden, 330 sf.

49th & Logus, NE corner on 49th, 200 sf

10005 SE 49th, 120 sf.

10006 SE 49th, 120 sf.

2808 SE Balfour, west end of Balfour, south side, 420 sf.

6001 SE Firwood, 700 sf.

6007 SE Firwood, 200 sf

3136 SE Harrison (located more on Railroad), 220 sf.

21st/Jackson on South side of Jackson, 100 sf.

NW corner of 21st & Jackson on Jackson, 120 sf

6101 SE Johnson Creek, 500 sf.

2840 SE Kelvin East side North corner, 200 sf.
 North side of property, 300 sf.
 East side South of driveway, 160 sf.

3566 SE Lake, 600 sf

Lake road on north side of Lake between 36th and 37th, 1500 sf.

3963 SE Lake, 400 sf .

5920 SE Laurel, 400 sf

South side of Logus, along the North side of 10001 Stanley, 60 sf.

South side of Logus, in front of church parking lot, east of 5630 Logus, 700 sf.

4940 SE Logus, 160 sf

4960 SE Logus, 60 sf.

4972 SE Logus, 150 sf.

5002 SE Logus, 140 sf

5044 SE Logus, 40 sf

East garden at 5076 SE Logus, 90 sf

West garden at 5076 SE Logus, 40 sf.

5150 SE Logus, 220 sf.

5206 SE Logus, 60 sf.

5230 Se Logus, 110 sf

5302 SE Logus, 390 sf

5420 SE Logus, 100 sf

5620 SE Logus, 20 sf.

5626 SE Logus, 160 sf.

5630 SE Logus, 190 sf.

SE corner of Main & Jackson, 120 sf.

2707 SE Olsen, 190 sf.

9311 SE Stanley, 320 sf.

10001 SE Stanley, 160 sf.

South side of Logus, along the North side of 10001 Stanley, 70 sf.

Across street from 3614 SE Wake, 1200 sf.

DEFINITIONS OF TREATMENT

Lawn: by others

Planted areas: maintain appearance, weeding, irrigation maintenance, planting annuals
Stormwater treatment: maintain appearance, health of vegetation, debris removal, dirt removal by City, weeding by hand (no chemical use), minimal mulch replacement, plant trimming only for rushes and juncus plants that have flopped over, irrigation for the established plants is not needed (severe weather may require watering), remove dead vegetation and replant with a suitable replacement.

Well sites: maintain appearance, no chemical use

Tree and Shrub Maintenance

Tree and shrub maintenance shall include regular fertilization, annual pruning of trees, and regular pruning to maintain shape, and pruning of shrubs to maintain shape and performance.

Landscaped Bed Maintenance

Landscaped bed maintenance shall consist of regular fertilization, cost of plant materials for seasonal gardens including perennials and replacement of existing plant materials, annual addition of bark dust, rock or other existing landscape materials where needed, and regular maintenance of plantings (grooming and weeding).

Work Experience

A resume outlining experience in landscape maintenance and planting, and related work experience, plus at least two letters of reference must accompany the proposal. Additional pertinent information is welcome. The successful candidate shall be licensed as a landscape contractor by the State of Oregon.



Agenda Item: WS 4
Rate Proposal - 2013
Meeting Date: 8-20-13

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: Garbage Rate Proposal

Prepared By: JoAnn Herrigel, Parks and Sustainability Director

Dept. Head Approval: Steve Butler, Interim Community Development Director

City Manager Approval:

Reviewed by City Manager:

ISSUE BEFORE THE COUNCIL

Provide staff with input on a proposed increase on residential, commercial and some drop box service rates, effective October 1, 2013, to reflect increases in the Metro tip fee and labor costs.

STAFF RECOMMENDATION

Staff supports the proposed rate increase. This item is for discussion only on August 20. A rate resolution will be submitted for Council consideration on September 3, 2013.

KEY FACTS & INFORMATION SUMMARY

Staff reviewed the Milwaukie rate information with Clackamas County staff and Chris Bell, of Bell and Associates, a CPA firm on contract with Clackamas County. The results of this review were shared with the garbage haulers at a July 29 meeting. Staff is recommending residential, commercial and drop box rate increases, effective October 1, 2013. With these increases, the projected rate of return for the coming year for all service areas combined is expected to be 8.40%. Over the next year, staff will increase public outreach to customers, conduct a waste characterization study and develop a proposal for a yard debris exemption program. A rate resolution will be considered by Council at the September 3 regular session.

OTHER ALTERNATIVES CONSIDERED

- Defer rate increases until 2014, potentially resulting in larger rate increases for all service levels.
- Modify the rates to reflect a broader cost differential between service levels without completing a waste characterization study.

CITY COUNCIL GOALS

None.

ATTACHMENT LIST

- 1) Sample of Proposed Rate Changes
- 2) Draft Rate Sheet - 2013
- 3) Customer notification flier

FISCAL NOTES

The proposed rate increase will result in a slight increase in garbage franchise fee revenue. The City may need to pay for services required to review rate information and conduct a waste characterization study. Actual costs associated with these tasks have not been determined



To: Mayor and City Council

Through: Bill Monahan, City Manager
Steve Butler, Interim Community Development Director

From: JoAnn Herrigel, Parks and Sustainability Director

Subject: Garbage Rate Proposal - 2013

Date: August 20, 2013

ACTION REQUESTED

Provide staff with input on increasing residential, commercial and some drop box service garbage rates, effective October 1, 2013, to reflect increases in the Metro tip fee and labor costs.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

July 2013

Staff presented information at the work session regarding rate differentials and yard debris exemption programs in the region.

June 2013

Staff presented proposed rate increases for 2013 for Council's consideration and input. Council requested further review of rates to achieve a projected return on revenue of between 8% and 12%. In addition, Council requested additional information regarding rate differentials and a yard debris exemption program.

June 2012

Council approved rate increases for residential and commercial garbage rates to reflect a \$4.31 increase in the Metro tip and rising labor and fuel costs.

BACKGROUND

At the June 18, 2013 work session, staff presented to Council proposed garbage rate increases for 2013. The proposed increases were to offset a .49/ton Metro tip fee increase, effective September 1, 2013 and other labor related cost increases that the haulers anticipate over the coming year. The proposed rates mirrored those being

adopted in the Clackamas County urban area and the projected return on revenue (ROR) for Milwaukie garbage haulers, after these increases, was expected to be 7.40%. Council members expressed concern that the projected ROR was below the 8% to 12% range proscribed in City Code.

Staff met again with Council at the July 16, 2013 work session to provide Council with an update on the rate review, general rate structure and a potential yard debris exemption program. Staff noted that proposed rates would be reviewed with Council at the August 20 work session and then Council would consider adopting a rate resolution at the September 3 regular session. Council agreed to allow staff and the haulers to review the rate structure and yard debris exemption program over the coming year and to submit findings and recommendations to Council during the 2014 rate review season.

Staff reviewed the Milwaukie rate information with Clackamas County staff and Chris Bell, of Bell and Associates, a CPA firm on contract with Clackamas County. The results of this review were shared with the garbage haulers at a July 29 meeting. Staff is ready now to recommend that Council adopt the rate increases, previously shared with Council. The haulers support the proposed rate increase. With these increases, the projected rate of return for all service areas combined is now expected to be 8.40%.

The 1% difference in the projected rate of return was identified through a more detailed review of the hauler's expenses and revenues. A closer look determined that while the individual RORs for the residential and commercial service sectors were above or very slightly below 8% (9.83% and 7.57% respectively), the drop box ROR was well below this level (4.23%). Further investigation of this low drop box ROR revealed that mileage billing for some larger drop box customers was being billed inaccurately. By correcting this billing practice in the coming year, adequate revenue is expected to be generated to increase the drop box rate of return to 6.33%, thus increasing the combined projected ROR to 8.40%.

Following is a description of the rate changes staff is proposing:

- Increase rates for residential and commercial can and cart service levels by an average of 1%. For the most common residential service level, the 32 gallon can/cart collected weekly, this would mean an increase of 25 cents per month, from \$28.65 to \$28.90.
- Increase commercial container service by \$.94 per cubic yard serviced. This reflects the adjustments to fuel, labor and disposal costs as mentioned above.
- Increase fees associated with open drop box service and for small compactors by \$6.00 to \$8.00 to more accurately reflect the cost of service.

As directed by Council at the July 16 work session, over the next nine months, staff will work with the garbage haulers and Council on the following initiatives:

- 1) **Increased public outreach on available garbage service levels**
Increase public outreach to garbage customers regarding the variety of garbage service levels available to residential and commercial customers. A flier will be mailed to all garbage customers in September 2013 reporting the October 1 rate increase and emphasizing customers' ability to change service frequency and can size (see Attachment #3.) This same information will be placed on the City web site and in the Milwaukie Pilot. Finally, the City will encourage the County's Office of Sustainability to place this information in their Trash Talk newsletter that is mailed to all County residents in the summer and winter of each year.
- 2) **Conduct a waste characterization study**
A waste characterization of Milwaukie garbage customers will be completed to determine if larger can or cart sizes are being fully utilized and if recyclables are being disposed of. This information will be shared with Council, when available, to inform future discussions of cost differentials among service levels.
- 3) **Develop a Yard Debris Exemption Program**
A yard debris exemption program will be developed and presented to Council for their review and potential adoption during the next annual garbage rate review period. This program would allow those who handle their yard debris on their own to opt out of weekly yard debris collection and to reduce their monthly rate accordingly.
- 4) **Provide Council with Metro rate setting information**
A Metro rate analyst is scheduled to attend the September 19, 2013 study session to discuss the Metro tip fee rate setting process and history.

CONCURRENCE

The garbage haulers support the proposed rate increases and have agreed to participate in the public outreach and waste characterization efforts the City undertakes over the next several months.

FISCAL IMPACT

The proposed rate increase will result in a slight increase in garbage franchise fee revenue for the City. The City may need to pay for services required to review rate information and conduct the waste characterization study. Actual costs associated with these tasks have not been determined.

WORK LOAD IMPACTS

No work load impact will result from the proposed rate increases. However, the waste characterization, added public outreach and rate structure evaluation will result in added work for the Parks and Sustainability Director over the next 9 months.

ALTERNATIVES

- Defer rate increases until 2014, potentially resulting in larger rate increases for all service levels.

- Modify the rates to reflect a broader cost differential between service levels without completing a waste characterization study.

ATTACHMENTS

- 1) Sample of Proposed Rate Changes
- 2) Draft Rate Sheet - 2013
- 3) Customer notification flier

ATTACHMENT 1

Sample of Proposed Garbage Rate Changes - 2013

Residential and Commercial Can/Cart Service

Cart/Can Service		Adjustment	
Current Rate	Service Level	Proposed	\$
\$ 24.90	20 gal Singlefamily	\$ 25.15	0.25
\$ 28.65	32 gal	\$ 28.90	0.25
\$ 37.80	60 gal	\$ 38.10	0.30
\$ 44.40	90 gal	\$ 45.00	0.60
\$ 12.95	On Call	\$ 13.05	0.10
\$ 12.25	Monthly	\$ 12.35	0.10
\$ 20.40	20 gal Multifamily	\$ 20.65	0.25
\$ 24.15	32 gal Court Apartments	\$ 24.40	0.25
\$ 24.70	35 gal Commercial	\$ 24.92	0.22
\$ 35.75	60 gal Commercial	\$ 36.05	0.30
\$ 38.35	90 gal Commercial	\$ 38.65	0.30

Commercial Container Service

Commercial Container Service		Adjustment	
Current Rate	Service Level	Proposed	\$
\$ 92.30	1 yard weekly	\$ 93.25	\$ 0.95
\$ 151.99	2 yard weekly	\$ 153.90	\$ 1.91
\$ 296.25	2 yard 2x weekly	\$ 300.06	\$ 3.81
\$ 507.83	4 yard 2x weekly	\$ 515.45	\$ 7.62

Drop Box Service		Adjustment	
Current Rate	Service Level	Proposed	\$
\$113.00	10/20 Cubic Yards	\$ 119.00	\$ 6.00
\$130.00	30 Cubic Yards	\$137.00	\$7.00
\$147.00	40 Cubic Yards	\$155.00	\$8.00

Compactor Service		Adjustment	
Current Rate	Service Level	Proposed	\$
\$128.00	10/20 Cubic Yards	\$ 135.00	\$ 7.00

Proposed

**City of Milwaukie
Uniform Solid Waste and Recycling Rates**

**Uniform Monthly Residential Rates
Rates Effective October 1, 2013**

SERVICE	MONTHLY RATE
<u>20 Gallon Can (Mini-Can)</u>	
1 Can/Cart (1 time/week)	\$25.15
<ul style="list-style-type: none"> • Weekly collection includes recycling and yard debris service. 	
<u>32 Gallon Can/Cart</u>	
1 Can/Cart (1 time/week)	\$28.90
2 Cans/Cart (1 time/week)	\$57.80
Each Addt'l Can/Cart	\$28.90
Extra can of garbage (occasional)*	\$ 6.05
Extra Can of Yard Debris (occasional).....	\$ 2.60
Court Apartments (1 time/week/recycling only)	\$24.15
<ul style="list-style-type: none"> • Weekly collection includes recycling and yard debris service. Recycling carts and bins and yard debris carts <u>must</u> be placed at the curb. • Additional stops per week are charged at 100% of the first stop per week rate. * This rate is for the first extra can collected, each additional at the stop is \$3.00. Maximum weight for a 20 or 32 gal. can/cart is 60 lbs. 	
<u>Roller Carts</u>	
60 Gallon Cart (1 time/week)	\$38.10
90 Gallon Cart (1 time/week)	\$45.00
Extra Can of Yard Debris (occasional).....	\$ 2.60
<ul style="list-style-type: none"> • Weekly collection includes recycling and yard debris service. Recycling bins and yard debris carts <u>must</u> be placed at the curb. • Additional stops per week are charged at 125 % of the first stop per week rate. • A deposit of \$30.00 may be charged when cart is placed. Refunds will be made after return of cart or after five years (whichever comes first). • A \$10.00 redelivery charge may be charged for redelivery within one year, regardless of reason. • Maximum weight for 60 gal. cart is 100 lbs and for 90 gal cart is 120 lbs. 	

Monthly and On-Call Service

Monthly	\$12.35
On Call	\$13.05

- Monthly service includes recycling but not yard debris service.
- Monthly and on-call customers must subscribe for one year in advance for yard debris service.
- On call customers must provide hauler with 24 hours notice

Uniform Monthly Commercial Rates

SERVICE **MONTHLY RATE**

32 Gallon Can/Cart

One Can/Cart (1 time/week)	\$24.92
Two Cans/Cart (1 time/week)	\$47.67
Each Addt'l Can/Cart	\$20.75
Extra can (occasional)	\$ 5.00

Roller Carts

60 Gallon Cart (1 time/week)	\$36.05
90 Gallon Cart (1 time/week)	\$38.65

- Additional stops per week are charged at 125 % of the first stop per week rate.
- A deposit of \$30.00 may be charged when cart is placed. Refunds will be made after return of cart or after five years (whichever comes first).
- A \$10.00 redelivery charge may be charged for redelivery within one year.

Compacted Containers

2.2 times the loose container rate

- Containers weighing in excess of 500 lbs per cubic yard will be charged this rate plus disposal for the excess weight.
- Compactors furnished by the customers shall be compatible *with* the equipment of the collector. If the collector agrees to furnish the compactor, the collector may charge a reasonable rental rate based on the value of the compactor and the cost of repair and maintenance.

Uniform Drop Box Rates

Drop Box Service

Loose Material -

10/20 Yards	\$119.00 (plus disposal costs)
30 Yards	\$136.00 (plus disposal costs)
40 Yards	\$153.00 (plus disposal costs)

- An additional \$40.00 per drop box may be charged for one-stop service (plus disposal costs).
- Deposits of no more than \$500.00 may be charged for each drop box.

Compacted Material:

Under 25 Cubic Yards	\$135.00 (plus disposal costs)
25-34 Cubic Yards	\$169.00 (plus disposal costs)
34 + Cubic Yards	\$196.00 (plus disposal costs)

- Rental rate for Permanent boxes hauled at least weekly will be \$50.00 per month
- Rental rate for Occasional boxes after 48 hours on location is \$6.30 per day or \$63.00 a month, whichever is less, if one load per week hauled.
- Mileage charge of \$4.70 per mile (over 18 miles round-trip from shop or Metro South).

Non-Customer Services

(Non-customer includes a regular customer with a less than weekly service frequency.)

Recycling Only

Weekly curbside collection of recyclables..... \$4.15

Yard Debris Subscription Service Annual rate must be paid in full in advance

60 Gallon Cart..... \$5.30

Extra can of yard debris..... \$2.60

Permanent second can \$3.85

- Monthly rates predicated on weekly service.
- This service is provided only within the Urban Growth Boundary.
- The subscriber is required to pay for one year of service in advance.

ANY OTHER TYPE OF SERVICE

If, due to changes in technology or needs of residents and business people of Milwaukie, additional or other types of services are needed, the charge for the service shall not be discriminatory, shall be reasonable by being commensurate with the rates above, and shall not exceed the rates most generally applicable in the Portland Metropolitan area.

Bio-Medical Services Rates

Number of units	Tub Rates	
	per Gallon	
	20/21	35/48
1	\$ 81.45	\$ 83.25
2	\$ 61.85	\$ 63.50
3	\$ 54.30	\$ 56.00
4	\$ 49.35	\$ 51.00
5	\$ 46.35	\$ 48.00
6	\$ 44.35	\$ 46.00
7	\$ 41.85	\$ 43.50
8	\$ 40.40	\$ 42.00
9	\$ 37.35	\$ 39.00
10	\$ 35.85	\$ 37.50
11	\$ 34.75	\$ 36.50
12	\$ 33.25	\$ 35.00
13	\$ 32.75	\$ 34.50
14	\$ 32.00	\$ 33.75
15	\$ 31.25	\$ 33.00
16	\$ 26.30	\$ 28.00
17	\$ 26.30	\$ 28.00
18	\$ 26.30	\$ 28.00
19	\$ 26.30	\$ 28.00
20	\$ 26.30	\$ 28.00
60	\$ 17.90	\$ 18.75
75	\$ 17.45	\$ 18.05
90	\$ 12.80	\$ 13.10

Commercial Container Rates

Stops/ Week	Size in Cubic Yards					
	1	Add'l	1 1/3	Add'l	1.5	Add'l
1	\$93.25	\$78.81	\$115.00	\$96.84	\$121.92	\$103.77
2	\$178.78	\$151.55	\$222.27	\$188.54	\$236.07	\$200.08
3	\$264.30	\$222.84	\$329.52	\$279.23	\$350.26	\$296.95
4	\$349.83	\$297.02	\$436.79	\$370.54	\$464.41	\$393.03
5	\$435.35	\$368.30	\$544.06	\$461.24	\$578.59	\$492.76
6	\$520.88	\$441.66	\$651.33	\$551.25	\$692.74	\$588.23

Stops/ Week	Size in Cubic Yards					
	2	Add'l	3	Add'l	4	Add'l
1	\$153.90	\$130.80	\$207.83	\$176.89	\$263.94	\$226.40
2	\$300.06	\$255.79	\$403.23	\$343.90	\$515.45	\$441.67
3	\$446.23	\$379.98	\$598.62	\$511.53	\$766.96	\$656.10
4	\$592.39	\$501.82	\$794.02	\$681.23	\$1,018.47	\$867.93
5	\$738.57	\$631.05	\$989.42	\$847.27	\$1,269.98	\$1,086.33
6	\$884.73	\$753.47	\$1,184.82	\$1,010.04	\$1,521.49	\$1,301.03

Stops/ Week	Size in Cubic Yards					
	5	Add'l	6	Add'l	8	Add'l
1	\$317.70	\$292.95	\$364.41	\$335.94	\$446.04	\$413.03
2	\$621.80	\$573.01	\$715.20	\$660.39	\$878.47	\$813.12
3	\$925.89	\$850.90	\$1,065.99	\$978.56	\$1,310.90	\$1,213.42
4	\$1,229.98	\$1,130.49	\$1,416.78	\$1,303.24	\$1,743.33	\$1,611.72
5	\$1,534.08	\$1,413.01	\$1,767.58	\$1,627.54	\$2,175.76	\$2,003.04
6	\$1,838.17	\$1,698.12	\$2,118.37	\$1,945.65	\$2,608.19	\$2,407.31

- Collector shall furnish the container.
- Overweight charge for containers over 300 lbs. per cubic yard determined through mutual agreement between hauler and customer.
- Container cleaning, if required more than twice in 12 months, will be charged at actual cost of cleaning.

Dear Valued Customer:

Garbage and recycling collection fees are set by the City of Milwaukie. This year's financial review by the City and the City's garbage haulers show that current fees are not keeping pace with the costs of providing service, primarily due to increases in the cost of labor and disposal. For instance, Metro's fee for disposal at the regional transfer stations will increase .49/ton this year, and driver wages will increase 2%.

This being the case, City Council has approved Solid Waste Management Fee increases, effective Oct. 1, 2013.

Weekly Service Level Options	Current Fee	Monthly Increase	New Monthly Fee
20 gallon garbage can/cart	\$24.90	\$0.25	\$25.15
32/35 gallon garbage can/cart	\$28.65	\$0.25	\$28.90
60 gallon garbage cart	\$37.80	\$0.30	\$38.10
90 gallon garbage cart	\$44.40	\$0.60	\$45.00
<i>Weekly service includes recycling and yard debris collection</i>			
Monthly Service Option	Current Fee	Monthly Increase	New Monthly Fee
For one 32 gallon can/cart of garbage	\$12.25	\$0.10	\$12.35
<i>Includes weekly recycling, but not yard debris service</i>			
On-Call Option	Current Fee	Monthly Increase	New Monthly Fee
For each 32 gallon can/cart of garbage	\$12.95	\$0.10	\$13.05
<i>Recycling and yard debris service are not included</i>			

CUSTOMIZE THE SIZE & SAVE

One way to cut your garbage service costs is to downsize your cart or can. If you can get by using less, you can pay less. As shown above, there are four sizes to choose from for weekly collection, and there are monthly options, too. For more information, please contact our office.

Please call if you have questions or would like to make any changes to your service.

**90 Gallon Cart
\$45.00**



**60 Gallon Cart
\$38.10**



**32 Gallon
Can/Cart
\$28.90**



**20 Gallon
Can/Cart
\$25.15**



**32 Gallon
Can/Cart
Monthly
\$12.35**



More information on the other side...

NOT FULL - SAVE THE PULL

The fewer stops a recycling truck makes, the lower the haulers' operation costs will be. If all customers keep this in mind, the haulers can keep the costs down which will help stabilize rates.

Please place recycling containers out **only** when they are full.

TAKING ANOTHER LOOK AT RATE-SETTING

Over the next year, Milwaukie City Council has asked City staff to look into several aspects of the City's garbage rates. The idea is to ensure that Milwaukie's rate payers are paying for the garbage they generate.

Working with Clackamas County's Office of Sustainability and the City's franchised garbage haulers, staff will gather information regarding the following issues:

- 1) Why do people use larger sized garbage cans/carts and would a more drastic price difference between can/cart sizes shift customers to smaller container sizes?

The first step in this process will be a "hands on" look at what customers are putting in their containers right now. Once sample data has been gathered and reviewed, Council will consider whether existing rates provide adequate incentives for customers to "downsize" to smaller containers or even monthly collection service.

- 2) Should the City implement a yard debris service exemption program and if so, how would it work?

Some jurisdictions in the Portland region have implemented programs that allow those who compost all their own yard debris or have a landscaper remove it regularly to "opt out" of the curbside recycling program and reduce their monthly rate accordingly.

Staff will develop a similar program for Milwaukie and bring it to Council for its consideration during the 2014 rate review.



Agenda Item: WS 5
Meeting Date: 8/20/13

COUNCIL AGENDA ITEM SUMMARY

Issue/Agenda Title: “Road Home” Program

Prepared By: Ryan Marquardt, Senior Planner

Dept. Head Approval: Steve Butler, Interim Community Development Director & Planning Director

City Manager Approval: Bill Monahan, City Manager

Reviewed by City Manager: 8/8/13

ISSUES BEFORE THE COUNCIL

Establishment of a pilot project for “Road Home,” a program to allow homeless persons to reside in their vehicle in a church parking lot on a temporary basis.

STAFF RECOMMENDATION

None. This is a briefing on the land use permitting required for the Road Home program.

KEY FACTS & INFORMATION SUMMARY

Staff has been asked about the process for establishing a test case for the Road Home program at a religious institution in Milwaukie to allow someone without permanent housing to park and sleep in a vehicle overnight for a limited time period. The religious institution has committed to providing portable toilets for people in the program and to monitoring the parking lot. While a “pilot project” for one church site for one motor vehicle is currently being proposed, the expectation is that a successful trial run will result in a future request for a code amendment allowing the approach to be applied for up to three vehicles to other religious institutions’ sites.

Setting up an experimental “pilot project” program at one site would require a land use application to modify the site’s approved use as a religious institution. The modification would expand the allowed use of the property to allow the use of vehicles as a temporary dwelling and having sanitation facilities. Staff believes that this use would be a major modification because of its potential impacts to surrounding properties. Approval of a major modification requires a public hearing before the Planning Commission and involves notice to nearby properties. This type of approval typically takes 6-8 weeks from the time an application is received until a decision is issued by the Planning Commission. If the City Council is supportive of this “pilot program” approach, it may wish to initiate the land use application on behalf of the proposing groups.

Representatives from Milwaukie Christian Church and Northwest Housing Alternatives will present their concept at the August 20 Council meeting.

OTHER ALTERNATIVES CONSIDERED

N/A

CITY COUNCIL GOALS

N/A

ATTACHMENT LIST

1. Road Home Program fact sheet

FISCAL NOTES

No fiscal impacts anticipated from operation of the program.

ROAD HOME FLOW CHART

Households Experiencing Homeless
A family with or without children or single adult who wants to move out of homelessness. Has some income and is willing to connect with case management services to begin the transition into being housed.

REFERRAL SOURCES

Father Heart Street Ministries

Homeless School Liaisons

Clackamas Service Center

SCREENING

Northwest Housing Alternatives

ROAD HOME PARKING | MINISTRY CHURCH

Milwaukie Christian Church

30 DAYS OF TRANSITIONAL SUPPORT WITH POSSIBLE EXTENSION IF ACTIVELY WORKING ON PERMANENT HOUSING PLAN



Parking Guests Are Rehoused or Have a Plan to Secure Housing
WS 36

Road Home Guest Guidelines

We welcome you to the Road Home Safe Place to Park Shelter.

The Road Home Pilot is an opportunity to provide emergency short term parking for 30 days. It is the expectation that the guest-household will work with a case manager to secure permanent housing. Every effort will be made to assist the guest-household to secure permanent housing, but permanent housing is not guaranteed.

Road Home Guidelines - I agree to the following:

- Meet with the staff of the HomeBase case management staff weekly, and establish a plan to help move guest into permanent housing.
- Once enrolled in the "Road Home" Program guests will spend every night at the site. Exceptions may occur for a night for a cultural or religious holiday celebrated by the household or if there is any emergency (e.g. hospital stay). Prior communication for any adjustment to the nightly parking schedule with host church is required.
- Smoke only in the designated areas.
- Treat staff, volunteers, and other guests with respect and courtesy. Stealing, fighting, and arguing, being uncooperative/disruptive or using foul language will not be tolerated.
- Provide a nurturing environment for any guest children by attending to them and disciplining them with patience and understanding.
 - Children under the age of 10 must be supervised at all times.
 - School age children must attend school on a regular basis.
 - Any and all suspected child abuse or children not being sent to school on a regular basis will be reported to the Department of Human Services
- Keep all areas near guest parking clean and free from debris.
- I will notify the host congregation if I will not be coming to the host church by 6:00 PM and will inform them of the time that I expect to return.
- Curfew is at 11 p.m. unless work schedules do not allow. If guest is working past 10 p.m. they will notify the host church and establish special arrangements.
- Visitors are not allowed at the host church at any time.
 - Only those persons listed on my intake paperwork may stay with me.
 - Only the enrolled vehicle will be allowed in the church parking lot.
- Each host church has specific rules about use of their space, food, drinks and miscellaneous. Host Coordinators and/or volunteers will communicate these rules upon arrival. Guest –households will respect the rules of each host church.
- The "Road Home Program" is a DRUG-FREE and ALCOHOL-FREE environment.
- NO WEAPONS or articles that can be used as weapons are permitted at the "Road Home" Program.
- Guest will monitor all their personal possessions as the host congregation is not responsible for lost or stolen items.

I understand the above guidelines. I agree to abide by them while using the shelter services. Furthermore, I understand that violations could result in being asked to leave the Road Home Program.

Family Members staying at the shelter (please list):

Signature: _____

Date: _____

Signature: _____

Date: _____

Rev 7/22/13

Job Description for Host Church Coordinator

- Liaison between host church and Northwest Housing Alternative (meet on a regular basis to evaluate and monitor program progress)
- Phone contact for guest and collaborative partners
- Respond to site emergencies as needed
- Parking lot monitoring – Arrange for parking lot waste and sanitation (Porte potty) contracts
- Planning
 - Determine church expectation and rules.
 - Determine what on-going customized support/friendship for each guest – (phone call check-in, a birthday card, a meal, prayer, etc).
 - Work with church to determine specific level of security that would meet church standards.
- Recruit a team a few volunteers to provide any needed assistance or peer support for the family.
- Welcome parking guest
 - Meet and greet parking guest on first day
 - Gives tour – where to park
 - Explains church rules
 - Is there a shower available?