



Work Session

WS

Milwaukie City Council



MINUTES
 MILWAUKIE CITY COUNCIL
 www.milwaukieoregon.gov

WORK SESSION
 DECEMBER 17, 2013
 City Hall Conference Room

Mr. Monahan called the Work Session to order at 5:08 p.m.

Council Present: Council President Dave Hedges and Councilors Scott Churchill, Mark Gamba, and Mike Miller and Mayor Ferguson

Staff Present: City Manager Bill Monahan, Finance Director Casey Camors, Assistant to the City Manager Teri Bankhead, Administrative Specialist Scott Stauffer, Program Coordinator Beth Ragel, Engineering Director Jason Rice, Court Manager Carla Bantz, Operations Director Gary Parkin, Planning Director Denny Egner, Interim Chief of Police Steve Bartol

Media Present: Michael Bamesberger, *The Oregonian*

City Manager's Report

Mr. Monahan noted that Mayor Ferguson was running late and reviewed the agenda.

Municipal Court Judge Request for Proposals (RFP)

Mr. Monahan discussed the Municipal Court Judge RFP and reported that a pro-tem judge is in place through January. The RFP process will work through a subcommittee with representatives of the Finance Department, the City Council and the City Attorney.

The group discussed observing final candidates in court if they were already judges.

Mr. Monahan noted the City Prosecutor's contract is coming up for review and Mr. Bernstein is interested in extending the same contract. Mr. Monahan recommended, and the group agreed, to extend the City Prosecutor's contract for another year.

Consent Agenda Item Discussion

Councilor Gamba asked, in regard to the Regular Session Consent Agenda item authorizing an abatement lien, if staff had actually spoken to the property owner.

Mr. Monahan replied that he was not sure and offered to remove the Agenda Item to the next Regular Session agenda. He added that Code Enforcement staff makes every effort to contact the property owner via the information available.

The group discussed certified mail as a way to communicate with property owners and vacant homes in the city. The group agreed to leave the item on the Consent Agenda.

Staff Responses to Audience Participation

Mr. Monahan discussed staff responses to recent public comments regarding code enforcement and habitat creation; he noted that the City Council will hear a Police Department lead discussion on the topic in January. He reported that the abatement process has been stopped while this issue is discussed by the City Council.

Councilor Miller reported that he had spoken to County Commissioner Jim Bernard, Public Affairs Coordinator Grady Wheeler, and a former director of the Milwaukie Downtown Development Association (MDDA) regarding the ownership of the trees along Main Street. He requested that discussion on that topic be held until January.

Mr. Monahan added that the number of trees planted by the MDDA along Main Street was actually between 20 and 25 and staff hopes to learn more from documents possibly in the possession of a former MDDA director.

Community Development Update

Mr. Egner introduced himself as the new Planning Director and discussed pending land use cases on Logus Road. He reviewed the status of the Road Home Project and a land use application filled by the North Clackamas School District (NCSD) for a permanent batting practice facility at Milwaukie High School (MHS). He didn't think a Design and Landmark Committee review for the NCSD application would be necessary but agreed the Neighborhood District Association (NDA) should be involved. The group requested links to the online version of the Transportation System Plan (TSP) and Council President Hedges requested a CD copy of the TSP.

Mr. Egner reported that the Moving Forward Milwaukie (MFM) project will meet with opportunity site property owners and will report to the City Council in January.

The group discussed the possible existence of a moratorium on flag lots being parceled. Mr. Egner and Mr. Rice agreed to investigate.

Mr. Rice reported on the status of the Riverfront Park project, noting easements held by Clackamas County Water Environment Services (WES) and the North Clackamas Parks and Recreation District (NCPRD) were being reviewed. He added that the architecture firm David Evans and Associates (DEA) is working on the final design which includes a joint permit with the federal and state governments.

Mr. Egner provided an update on the Monroe Street Transportation Growth Management (TGM) project.

The group discussed a possible project advisory committee with NDA representatives and possible public workshops to be held with Monroe Street residents and the public.

Mr. Rice reported on the Clackamas County TSP process and the Linwood-Harmony intersection project, which is currently not part of the County TSP under consideration. He reported that the City is still negotiating with an Oregon Department of Transportation (ODOT) vendor for the 17th Avenue Multiuse Trail project, citing concern about the vendor's overhead costs causing a final project budget overage which the City is responsible for per the terms of the inter-governmental agreement. Mr. Rice then announced that the City will be replacing trees on Main Street after consultation with property owners and after receiving an offer from TriMet to replace two trees in front of Libbie's restaurant with two smaller, slower growing trees. The group agreed with Mr. Rice's recommendation to accept the TriMet offer.

Councilor Churchill asked about the tree well prep and **Mr. Rice** said that staff and TriMet have agreed to inspect the work to ensure City standards are met.

Councilor Miller expressed concern about setting a precedent of buying replacement trees for property owners. **Mr. Rice** and **Mayor Ferguson** explained this is a special case where the City had provided incorrect information to the property owner.

Mr. Rice provided a brief update on the Quiet Zone project reporting that ODOT rail inspectors had signed off and the Federal Railroad Administration (FRA) had sent a letter to the Union Pacific Rail Road (UPRR) who should send out its final notice this Friday, which will silence train horns in the quiet zone immediately.

Regional Committee Assignments

Mayor Ferguson announced he was moving this agenda item to the Regular Session.

Citizens Utility Advisory Board (CUAB) Report on Wastewater and Utilities

Mr. Parkin introduced the members of the CUAB and reported on the board's review of the adequacy of the wastewater rate. He reported that the utility was doing well in meeting reserve and capital requirements and noted that the CUAB believes it is better to look at rate changes in July and not mid-year.

Mr. Alvarez stated that the utility was meeting the County's requirements and the CUAB is looking at a 9% or possibly smaller rate increase in 2014.

Mr. Parkin reported that water usage was about average during the summer and lower than average this fall, with no signs of additional usage.

Councilor Gamba recalled that he had testified against the rate increase and in favor of an alternate rate structure. He reported that he had heard from a single person living alone who broke out her basement as an accessory dwelling unit (ADU) and now these two people are paying the same as two families. He believes the rate system is unfair.

Ms. Kelland noted that the Clackamas County Service District (CCSD) charges a flat rate regardless of the number of residents in a home and the City has no way to put in to the equation any effective way to incentivize using less water.

Mr. Alvarez noted that the waste in the water is what affects the sewage treatment rate.

Councilor Gamba discussed future rate increases due to increased density that comes with population growth and how CCSD charges per volume not per unit.

The group discussed the flat wastewater rates now charged by CCSD and the City's previous flow-meter like system. It was noted that CCSD changed its rate structure and the City had to change accordingly or it would have taken years to meet the flat rates. The group then discussed the different per unit rate scenarios and the equations and methods reviewed by the CUAB in trying to figure out how to create a rate based equitably on usage. There was discussion about the current rate system's fairness and the burden of dealing with the CCSD imposed fixed rates.

Mr. Parkin and **Mayor Ferguson** recalled that past analysis of the rate system concluded that commercial customers subsidize residential customers and they agreed to share that analysis data with Councilor Gamba.

Mr. Parkin summarized that the CUAB has concluded that the current rate does provide adequate resources for the utility. He noted they were not asked to address the rate structure but that they had reviewed alternate tier rate plans and had determined those plans shifted costs from low to high flow users.

The group discussed the potential savings in using less through placing smaller pipes and how to get residents to use less water.

Mr. Parkin shifted the conversation to discussion of the water rate and discussed the current rate system based on the equitable rate per unit.

Councilor Gamba disagreed with Mr. Parkin about the equability of the per unit rate system noting that those using more units get an up to 20% reduction.

The group discussed the potential savings of moving to a tiered rate structure and noted other local governments who have moved to this model. They discussed the size and costs of the current water treatment system. They also discussed the equity of per gallon rates paid by residential, commercial and industrial users and the fixed costs of the City's available water sources.

Mayor Ferguson and **Councilor Gamba** agreed to attend upcoming CUAB meetings to further discuss utility rates and they requested a tour of the water system.

Ms. Kelland noted that the CUAB is working to get more information to the public about water usage averages and how to conserve water.

Mr. Alvarez and **Mr. Parkin** noted that even with reduced water consumption there will be fixed costs to maintain the system and to remain ready for fire and emergency uses.

Councilor Gamba stated that fixed costs are not an argument against implementing an equitable rate structure.

Council President Hedges and **Councilor Churchill** stated that they were happy to accept the CUAB's recommendation.

Mayor Ferguson recapped the conversation and encouraged Councilor Gamba to work with the CUAB and the Water Providers Consortium on the rate structure.

Councilor Miller expressed appreciation for the CUAB's work and concurred with Councilor Gamba's concern about the rate burden placed on single-person households.

Mayor Ferguson and **Ms. Ragel** presented Ms. Kelland with a certificate of appreciation for her years of service to the City.

Consent Agenda Item Discussion Revisited

Mr. Monahan reintroduced the Consent Agenda discussion and stated he had conferred with Interim Chief Bartol and can confirm that staff did reach out to the property owner but contact was not made, adding that staff believes the owner inherited the home but has abandoned the property.

Interim Chief Bartol reviewed the Code Enforcement abatement process and stated that he believes every effort has been made to communicate with the owner.

City Hall Parking Lot Use – Free Public Parking 6-Month Trial

Ms. Bankhead reviewed the City Council decision to increase the time limits on parking in part of the lot across Main Street from City Hall. She reported that staff believes the 4 hour public parking is working and stated that it was the recommendation of the City Manager's office to continue the current lot configuration and time limits for six more months. Ms. Bankhead reported that the plan has received community support.

The group discussed possible additional parking signage in and around the lot and agreed that the poor lighting is a safety issue for staff and the public.

Ms. Bankhead reported on updated permit numbers from the last six months.

The group discussed the usage of the 4 hour spots and how many parking permits have been sold. The group concurred with the City Manager's recommendation to continue the new parking time limits and lot configuration, with another review in six months.

Management Study

Mr. Ramis presented the market rates of five firms available to conduct the management study the City Council is considering. He noted that each firm has the experience and asked for a recommendation on which firm to work with.

The group discussed the firms' different rates.

Council President Hedges recommended using HR Answers, Mayor Ferguson and Councilor Gamba concurred.

The group discussed setting up interviews and Councilors Churchill and Hedges were appointed to meet with representatives of HR Answers within the next couple weeks.

Mayor Ferguson adjourned the Work Session at 6:50 p.m. and announced that the City Council would 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.

Respectfully submitted,



Scott S. Stauffer, Administrative Specialist II



MILWAUKIE

Dogwood City of the West

EXHIBIT

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12/17/13 WS

Memorandum

To: City Council

From: Steve Butler, Community Development Director
Denny Egner, Planning Director
Jason Rice, Engineering Director
Tom Larsen, Building Official

CC: Bill Monahan, City Manager

Date: December 17, 2013

Re: Community Development Department Projects - City Council Update for 12/17/13 Work Session

Parks & Sustainability

- Neighborhood Park Completion
- Park District Cost Allocation
- City Swale/Median Maintenance Contracts
- Sustainability Plan
- Tree City USA
- Public/Government Access
- **Milwaukie Riverfront Park**

Engineering

- Quiet Zone Implementation
- **Adams Street Connector**
- **17th Avenue Multiuse Trail**
- **Clackamas County TSP Update**
- ADA Ramp Grant – CDBG
- **Trees**

Planning

- Annexations
- **Land Use and Development Review**
- **Transportation System Plan Update**
- Light Rail Permitting
- Zoning Code Enforcement
- **Moving Forward Milwaukie: Enhancing Our Commercial Districts**
- Code Amendments

Community Development

- Kellogg Ped/Bike Bridge
- **ODOT TGM Grant—Monroe Street Neighborhood Greenway**
- Adams Street Lanterns

Building

- Updates

Planning

Land Use and Development Review

- Staff is writing the notice of decision for two minor land partitions on Logus Rd, and anticipates issuing the decision at the end of this week.
- The "Road Home" project at Milwaukie Christian Church submitted their land use application in late November. The application is currently in review and may be scheduled for a Planning Commission hearing as early as February 2014.
- North Clackamas School District has submitted a land use application for approval to construct an indoor batting practice facility on the Milwaukie High School baseball fields on Lake Rd. The application is being reviewed for completeness and could be heard by the Planning Commission as early as late February or March 2014.

Transportation System Plan Update

- Copies of the updated TSP will be distributed when the updates become effective, on January 18, 2014. Marcia Hamley at JCB is coordinating the distribution—Councilors should let Marcia know if they want an updated printed copy or if access to an electronic copy will be adequate.

Moving Forward Milwaukie: Enhancing Our Commercial Districts

- The MFM project team is currently discussing the development concepts with the owners of the opportunity sites. The project team will return to Council at the January 21st Work Session to talk about

the development concepts that will be evaluated as the Moving Forward Milwaukie project progresses in 2014.

Parks & Sustainability

Milwaukie Riverfront Park

- Riverfront Park Access Easements - Easement documents for both Water Environment Services (WES) and North Clackamas Parks and Recreation District (NCPRD) tied to existing and future Riverfront Park access have been generated by the City's surveying consultant and have been sent to the respective agencies for review.
- Riverfront Park Phase II Design - David Evans and Associates (DEA) is now under a new Engineering Services Agreement and has resumed design work for Phase II of Riverfront Park.
- Joint Permit (US Army Corp and Dept. of State Lands) Update - DEA is currently revising permit exhibit drawings to conform with comments received from the Army Corp and DSL. The revised drawings are scheduled to be completed by the end of the year. Also, a revised cultural resource survey report has been recently sent to the State Historic Preservation Office (SHPO) in late November for their 30-day review period. This report will be back in the Army Corp's hands by the end of the year for inclusion into the final permit.

Community Development

ODOT TGM Grant—Monroe Street Neighborhood Greenway

- At the Council Work Session on January 7, 2014, staff will discuss the project scope that is currently being drafted by the City and ODOT. Staff will outline the general timeline and parameters for the project.
- Approximately 20 people showed up at the public information meeting on Wednesday, December 4, 2013, to hear an update about the Monroe Street Neighborhood Greenway concept plan. The meeting was part of an effort to let the community know that work on the concept plan will be starting in a few months (spring 2014). Similar talking points were distributed to all of the NDA liaisons to share at the December NDA meetings.
- Key points: (1) This is not a construction project—it is a planning effort to determine what types of improvement would make Monroe Street a safer facility for bicycles and pedestrians and adjacent property owners. (2) The project will provide numerous opportunities for public participation and input, including a Public Advisory Committee with NDA and other citizen involvement. (3) Property owners and residents along the entire length of Monroe Street will be invited to participate.

Engineering

Clackamas County TSP

- On December 11th at 6:00pm, the Clackamas County Board of Commissioners conducted its second Public Hearing to discuss the adoption of the County's newly revised Transportation System Plan.
- Prior to this meeting Staff was notified that one of the County Commissioners had suggested bringing back the Harmony Road widening project to the list of approved projects.
- Jason attended along with Councilor Gamba in order to express concerns with bringing back the Harmony Road widening, which was ultimately supported by the Commissioners in their vote to follow the recommendations made by the County's Planning Commission and Staff.

17th Avenue Multiuse Trail

- Staff is nearing completion of negotiations with the preferred design firm.
- Currently, the total amount being discussed has quite a few contingencies to meet ODOT's contractual and design requirements. Contingencies that if spent, have caused Staff to be concerned with how much budget will remain for construction.
- Staff is currently meeting with ODOT in an effort to minimize unknowns and create clarity around expectations for project deliverables.

Trees

- Engineering Staff is working to replace the undersized trees in front of the Golden Nugget and expect to be planted later this week.
- Approximately one month ago Staff had made a request to TriMet to swap out the Red Sunset Maples for sourwood and sassafras (from the newly adopted Downtown Street Tree List). The company growing the trees has agreed to the changing of species as long as the new trees can be between 1.5 and 2".



MILWAUKIE CITY COUNCIL WORK SESSION

City Hall Conference Room
10722 SE Main Street
www.milwaukieoregon.gov

AGENDA December 17, 2013

A light dinner will be served.

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| 1. | 5:00 p.m. | City Manager's Report | Bill Monahan | 1 |
| | | • Municipal Court Judge Request for Proposals (RFP) | | |
| 2. | 5:15 p.m. | Regional Committee Assignments | Mayor Ferguson | 16 |
| 3. | 5:30 p.m. | Citizens Utility Advisory Board Report on Wastewater and Utilities | Gary Parkin | 24 |
| 4. | 6:00 p.m. | City Hall Parking Lot Use – Free Public Parking 6-Month Trial | Teri Bankhead | 44 |
| 5. | 6:15 p.m. | Management Study | Tim Ramis | |
| 6. | 6:30 p.m. | Adjourn Work Session | | |

6:30 p.m. Executive Session – The City Council will meet in executive session immediately following adjournment of the work session pursuant to ORS 192.660(2)(e) to deliberate with persons designated by the governing body to negotiate real property transactions.

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 mobile devices be set on silent 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 Act. For special accommodations, please call 503-786-7502 or email ocr@milwaukieoregon.gov at least 48 hours prior to the meeting.



**CITY OF MILWAUKIE, OREGON
REQUEST FOR PROPOSALS
MUNICIPAL COURT JUDGE SERVICES**

Issued: December 20, 2013

Proposal Due Date: 5:00 p.m. January 3, 2014

The City of Milwaukie invites proposals for contracted judicial services. Proposals are due to the City Recorder's Office by 5:00 p.m. on January 3rd, 2014. The City seeks the services of a Municipal Court Judge to perform the functions and duties specified in the City's Charter/Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

For information about the City of Milwaukie, visit www.milwaukieoregon.gov. For questions, contact the Finance Director, Casey Camors, by phone at 503-786-7522 or email at camorsc@milwaukieoregon.gov.

City Introduction. The City of Milwaukie, with a total of 138 FTE's, operates under the Council-Manager form of government. The Council consists of a Mayor and four Council Members elected at-large. The Mayor serves as the political head of the City and serves a four-year term. Council Members serve for staggered four year terms. The Municipal Court Judge, City Attorney, and the City Manager are appointed by and responsible to the Council. The City Manager directs all City operations.

Municipal Court. The Municipal Court has a Court Clerk who also serves as the Court Operations Supervisor. The Court Clerk is assigned to the City's Finance Department. The Finance Director, with input from the Municipal Court Judge, is responsible for the clerk's evaluation and day-to-day supervision, as well as court budgeting. The Municipal Court Judge is responsible for directing the Court Clerk as to court responsibilities.

The City holds municipal court weekly, three to four weeks per month on Wednesday generally from 8:00 am to 5:00 pm. Truancy court is held once a month on Monday evenings for the months of October through June. Court trials are conducted in the mornings and arraignments in the afternoon on court day. The Court processed approximately 16,000 violation accounts a year from 2010-2012.

Legal Staff. The City contracts with an outside attorney for city prosecutor services and an outside legal firm for city attorney services.

Police Department. The City has its own Police Department. The Police Chief is appointed by the City Manager and is currently a vacant position. The City has a police force consisting of 34 sworn officers, operates an active traffic safety program including photo radar, and has a full time code compliance coordinator who performs code enforcement duties.

Judicial Services/Duties. Section 28 of the Milwaukie City Charter (see below) sets forth the authority and functions of the Municipal Court Judge. Duties include all normal duties of Municipal Court Judge acting in that capacity for Municipal Court. These duties include, but are not limited to, having weekly arraignments, accepting pleas, and conducting sentencing. The judge also issues warrants, such as bench warrants, for non-appearances.

The City's Court Clerk assists the judge with paperwork and necessary orders. The judge may review court programs, court fines, court charges, and court procedures. The judge may issue court orders establishing procedure and amounts of fees. The judge will help keep the Court Clerk apprised of changes in laws and procedures. There are judicial conferences which the judge may attend at his or her own expense.

City Charter - Section 28. Municipal Judge.

- (a) The municipal judge shall be the judicial officer of the city. The municipal judge shall be appointed by and hold office during the pleasure of the council. The municipal judge shall be a member in good standing of the Oregon State Bar during the entire term of office. Disbarment shall be a basis for removal from office. The municipal court judge shall hold a court within the city which shall be known as the municipal court for the city of Milwaukie, Clackamas County, Oregon. The court shall be open for transaction of judicial business for such days and hours as the council may establish.
- (b) Except as this charter or city ordinance prescribes to the contrary, procedures of the court shall conform to the general laws of this state governing justice of the peace and justice courts.
- (c) All area within the city and, to the extent provided by state law, area outside the city is within the territorial jurisdiction of the court.
- (d) The municipal court has original jurisdiction of all offenses defined and made punishable by ordinances of the city and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by any ordinance of the city. The municipal judge may:
 - (1) render judgments and, for enforcing them, impose sanctions on persons and property within the court's territorial jurisdiction;
 - (2) order the arrest of anyone accused of an offense against the city;
 - (3) commit to jail or admit to bail anyone accused of such an offense;
 - (4) issue and compel obedience to subpoenas;
 - (5) compel witnesses to appear and testify and jurors to serve in the trial of matters before the court;
 - (6) penalize contempt of court;
 - (7) issue process necessary to effectuate judgments and orders of the court;
 - (8) issue search warrants; and
 - (9) perform other judicial and quasi-judicial functions prescribed by ordinance.
- (e) A municipal judge may appoint municipal judges pro tem which judges shall serve at the pleasure of the council.
- (f) Notwithstanding this section, the council may transfer some or all of the functions of the municipal court to an appropriate state court.

Contract Term and Relationship. The City anticipates a two-year contract, with two possible extensions of two years each, for a possible total duration of 6 years. Extensions of the contract will require Council authorization. The municipal judge is a contract position and all compensation will be reported on a 1099-Misc. The selected judge will be subject to a criminal background check as well as other background checks, fingerprinted for CJIS Security, required to complete CJIS Security Awareness training and required to sign a LEDS (Law Enforcement Data System) User Agreement.

Budgeted Compensation. The current, budgeted compensation for the presiding judge is \$900 per full court date (40 anticipated) and \$100 per truancy court session (9 anticipated) for a total of \$37,000 per year. The municipal judge is expected to compensate the pro tem judge when necessary.

Minimum Qualifications. Minimum of five (5) years' of legal experience required. Experience in trial proceedings as a judge or prosecutor; municipal court experience preferred. Active member of the Oregon State Bar, in good standing with no pending or unresolved disciplinary matters.

Preferred Qualifications. Demonstrated use of innovative approaches. Experience in the conduct of proceedings in an active court environment.

Schedule. The following schedule applies to this RFP. This is for information only and will be adjusted as needed. Proposers are encouraged to reserve flexibility for interviews during the week of January 13, 2014, as the City will not be able to allow much advance notice when scheduling initial interviews.

- RFP Release Date: December 20, 2013
- RFP Responses must be submitted by: 5 p.m. January 3, 2014
- Interviews will be conducted during the week of: January 13, 2014

- Council Consideration: January 21, 2014
- Anticipated Start Date: February 1, 2014

Content of Proposal. Respondent's proposal should include the following items in the following sequence, as well as any additional information deemed relevant:

A. Information to be included:

1. Provide a brief description of your professional experience and qualifications, including:
 - A. Education
 - B. Employment
 - C. Offices held
 - D. Professional organizations
 - E. Oregon State Bar number

Note: a résumé may be attached

2. Identify any experience with conduct of a municipal court.
3. Describe your capability in providing services as Municipal Court Judge.
4. Provide a brief description of your judicial philosophy.
5. Provide a brief description of actions you would take to:
 - A. Monitor and report timeliness and efficiency of court proceedings,
 - B. Minimize and monitor work load in other City departments created by court actions,
 - C. Increase outstanding fine(s) collections,
 - D. Facilitate court and City Council relations,
 - E. Control and monitor costs associated with court operations, and
 - F. Keep the City Council informed regarding changes that would affect court operations.
6. Describe any other action or program you would implement in court operations.
7. Provide a brief description of your philosophy as to the administration of fines for first-time and repeat offenders.
8. Provide any other information or comments which you believe are relevant and will assist the City in making its selection.
9. Describe how you would assist the City Council to establish an evaluation process for the Municipal Court Judge.

B. Letters. Provide three current letters of recommendation made in specific reference to this position.

C. Compensation. State the necessary compensation you would expect to perform these services. The City prefers compensation be paid in the form of per session rate. The City reserves the right to negotiate compensation. Requested expenses should also be listed.

D. Contract. Any proposed changes in the language or construction of the City Municipal Court Judge Contract must be raised and resolved in the RFP process. All participants are therefore required to cite and define any/all proposed changes, additions, deletion or modifications as a condition of acceptance of their proposal. Failure to respond will be interpreted as acceptance of the terms and conditions for the contract and subsequent changes.

Note: Additional questions concerning judicial philosophy, programs, and duties will be asked at the interview. Additional information may be requested in order to conduct the background check.

Evaluation and Selection Process. The following steps are anticipated:

Step 1: Receipt and review

Step 2: City Manager and Finance Director scoring of written proposals

Step 3: Initial reference and information checks

Step 4: City Council appointed panel interviews

Step 5: Background and full reference check

Evaluation Criteria.

1. Overall experience, background, qualifications.
2. The ability to understand the legal requirements (ordinances) of the City of Milwaukie and State criminal and traffic laws.
3. The proposal response, including the extent to which it is thorough, original, responsive, comprehensive, and tailored to the needs of the City.
4. The nature and extent of prior experience in performing legal services related to the conduct of a municipal court.
5. Relevant expertise outside of traditional municipal legal functions.
6. Demonstrated skill in establishing and maintaining effective working relationships with subordinates, public and private officials, court clients, and the general public.
7. Cost, although a factor, may not be the dominant factor. Cost is particularly important when all of the other evaluation criteria are substantially equal.

Contract Negotiations. The City of Milwaukie reserves the right to negotiate all elements which comprise the apparent successful proposal to ensure that the best possible consideration is afforded to all concerned. City representatives and the selected finalist will review, in detail, all aspects of the requirements and the proposal. During the review of the most favorable, apparent successful proposal, the Proposer may offer, and the City may accept, revisions to the proposal.

Delivery. Proposals may be mailed, faxed, emailed, or hand-delivered to:

City Hall
City of Milwaukie
Attention: Pat DuVal, City Recorder
10722 SE Main Street
Milwaukie, Oregon 97222

FAX: 503-786-7528

Email: ocr@milwaukieoregon.gov

Authority of City. If selected for interviews, respondents may be rescored based upon the same criteria or other criteria to be determined by the selection committee and/or City Council.

The City may also request additional information from respondents at any time prior to final approval of a selected response. The City reserves the right to select one or more, or none, of the respondents to provide the judicial services. Final approval of the selected respondent is subject to the action of the Milwaukie City Council.

The City reserves the right to accept proposals that are submitted late and further reserves the right to extend the deadline. Furthermore, the City reserves the right to reject all proposals and cease the selection process at any time.

City Information. More information concerning the departments in the City can be obtained at www.milwaukieoregon.gov.



PERSONAL SERVICES AGREEMENT WITH THE CITY OF MILWAUKIE, OREGON FOR MUNICIPAL COURT JUDGE SERVICES

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 (Contractor's Name) 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 February 1, 2016. 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 Nine Hundred Dollars (\$900) per regular court session and One Hundred Dollars (\$100) per truancy court session for a total of \$37,000 per year for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- 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

Except for the appointment of municipal judges pro tem, 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	\$1,500,000
Products-Completed Operations Aggregate	1,500,000
Personal & Advertising Injury	1,500,000
Each Occurrence	750,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

- B. 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 \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

C. 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 comply with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

D. 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.

E. 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.

F. Insurance Carrier Rating

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.

G. 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 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 Municipal Court Judge services. 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.

H. 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.

I. 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.

J. 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, email 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 other information:

City	Contractor
City of Milwaukie	Company: (insert name of firm)
Attn: Accounts Payable	Attn: (insert contract manager's name)
10722 SE Main Street	Address: (insert contract manager's address)
Milwaukie, Oregon 97222	
Phone: 503-786-7523	Phone: (insert #)
Fax: 503-786-7528	Fax: (insert #)
Email Address: finance@milwaukieoregon.gov	Email Address: (insert address)

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 disabled, 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 disabled 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 City Council, City Manager or Finance Director 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. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. COMPLETE AGREEMENT

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

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

CITY OF MILWAUKIE**CONTRACTOR**_____
*Signature*_____
*Signature*_____
*Printed Name & Title*_____
*Printed Name & Title*_____
*Date*_____
Date

Attachment 2

EXHIBIT A

SCOPE OF WORK (SERVICES TO BE PROVIDED)

1. Act as the judicial officer of the City. The Municipal Court Judge shall be appointed by and hold office during the pleasure of the Council.
2. Be a member in good standing of the Oregon State Bar during the entire term of office. Disbarment shall be a basis for removal from office.
3. Hold a court within the City, which shall be known as the Municipal Court for the City of Milwaukie, Clackamas County, Oregon.
 - a. Court shall be open for transaction of judicial business most Wednesdays. Truancy court shall be open for transaction Monday evenings for the months of October through June unless changed by City Council.
 - b. The Court may be open for transaction of judicial business at such other times as the Municipal Court Judge, with the concurrence of the City Manager and Finance Director, determines to be necessary for the proper functioning of the court.
4. Conform to the general laws of the State of Oregon governing cities and the judiciary, including justice courts except as the City Charter or Code prescribes to the contrary.
5. The Municipal Court has original jurisdiction of all offenses defined and made punishable by ordinances of the City and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by any ordinance of the City. The Municipal Court Judge may:
 - a. Render judgments and, for enforcing them, impose sanctions on persons and property within the court's territorial jurisdiction;
 - b. Order the arrest of anyone accused of an offense against the City;
 - c. Commit to jail or admit to bail anyone accused of such an offense;
 - d. Issue and compel obedience to subpoenas;
 - e. Compel witnesses to appear and testify and jurors to serve in the trial of matters before the court;
 - f. Penalize contempt of court;
 - g. Issue process necessary to effectuate judgments and orders of the court;
 - h. Issue search warrants; and
 - i. Perform other judicial and quasi-judicial functions prescribed by ordinance.
6. The Municipal Court Judge may appoint municipal judges pro-tem, which judges shall serve at the pleasure of the Council.
7. Notwithstanding this section, the Council may transfer some or all of the functions of the municipal court to an appropriate state court.



WS 2.

12/17/13

To: Mayor and City Council

Through: Bill Monahan, City Manager

From: Teri Bankhead, Asst. to the City Manager

Date: December 17, 2013

Subject: Council Regional Committee Assignments

ACTION REQUESTED

REVIEW OF COUNCIL MEMBER ASSIGNMENT TO REGIONAL COMMITTEES FOR 2014

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

January 2, 2013: Council reviewed the 2012 regional committee assignments, which included notes from the December goal setting, and determined which Council member would represent Milwaukie on each committee in 2013.

December 5, 2012: Mayor Ferguson provided an overview of each committee during the Council goal setting.

BACKGROUND

City Council annually discusses the regional committees and determines which members will serve on each. For 2013, committees were grouped by similarities, such as those related to Metro/C4, water/wastewater, or Clackamas County. It was determined that councilors might serve on multiple committees that deal with common issues. For instance, one person serves on both the Regional Wastewater Treatment Advisory Committee and the CCSD#1 RiverHealth Advisory Board. Alternates and staff representatives were also determined.

The December 17, 2013 discussion allows Council to revisit the current assignments and determine if changes should be made for 2014.

CONCURRENCE

Council discussed appointments at the January 2, 2013 work session.

FISCAL IMPACT

N/A

WORK LOAD IMPACTS

These committees require Council and staff time.

ALTERNATIVES

N/A

ATTACHMENTS

1. Regional Committee Assignment Matrix

Attachment 1

COMMITTEE	MEMBER/TERM	APPOINTMENT PROCESS/AUTHORITY	ELECTED REPRESENTATIVE REQUIRED?	MEETING SCHEDULE
METRO AND C4 COMMITTEES				
Metro Joint Policy Advisory Committee on Transportation (JPACT)	Mayor Ferguson will attend the meetings. Tim Knapp from Wilsonville represents Clackamas County Cities	Section 2.19.090(b) of the Metro Code and Article IV of the JPACT By-Laws establish the JPACT membership. There are 17 members with one city representative and one alternate from Clackamas County. The member and alternate must be from different cities. Selection of the member and alternate is by the cities within the county. The term of appointment is for two years.	Yes	JPACT and MPAC meetings should be attended by the representative that serves on C4. Jeremy is willing to attend the pre-MPAC/JPACT meetings conducted Thursday mornings in Lake Oswego. Representatives to these two committees are appointed from C4. Day: 2 nd Thursday of the month Time: 7:30am-9:00am Location: Metro Regional Center Council Chambers Purpose: JPACT, with input from its technical advisory committee, Transportation Policy Alternatives Committee, recommend priorities and develop the transportation plan for the region. This plan is forward to the Metro Council, which must adopt JPACT's recommendation before implementing.
Metro Policy Advisory Committee (MPAC)	Councilor Gamba will attend the meetings. Donna Jordan from Lake Oswego represents Clackamas County Cities	Section 26 of the Metro Charter establishes the MPAC membership. There are 21 voting members, six nonvoting, with one member and an alternate from the largest city in Clackamas County. That member is selected by that jurisdiction. An additional member is selected by the remaining cities within Metro's boundaries in Clackamas County. That member and alternate are selected by those	Yes	Day: 2 nd and 4 th Wednesdays of the month Time: 5:00pm-7:00pm Location: Metro Regional Center Council Chamber Purpose: While MPAC advises the Metro Council on growth management and land use issues at the policy level, the Metro Technical Advisory Committee provides input from the technical level.

		cities.		
Clackamas County Coordinating Committee (C-4)	<p>Councilor Hedges is primary Councilor Churchill is alternate</p> <p>Current Project: Bring forth to the voters a Transportation Funding Plan for county roads. This has been a year-long discussion that will continue through 2013 before there is a plan to roll out to the public.</p>	Section 2 of the By-Laws of the C-4 provide that the “voting membership” be an “elected representative or an alternate appointed by the City Council...”	Yes	<p>Day: First Thursday of the month Time: 6:45pm to 8:00pm Location: Development Services Building (DSB) Oregon City Purpose: Network and work on regional issues with the purpose of gaining consensus thus having a more powerful voice on regional issues.</p>
Clackamas County Coordinating Committee (C-4) – Metro Sub-Committee	<p>Councilor Hedges is primary Councilor Churchill is alternate</p>			<p>Day: First Thursday of the month Time: 7:30am to 9:00am Location: Lake Oswego City Hall Purpose: Discuss JPACT and MPAC issues</p>
WATER/WASTEWATER COMMITTEES				
Regional Wastewater Treatment Advisory Committee	Councilor Hedges	The Regional Wastewater Treatment Advisory Committee is a coalition of regional partners that will focus efforts on areas of commonality between the Tri-City Service District and Clackamas County Service District No. 1. The committee will explore such issues as the potential for capturing the benefits of economies of scale through co-investment in future infrastructure projects, developing a unified permit strategy, coordinating	No	<p>This group is now called “Regional Wastewater Treatment Advisory Committee”. It was formed in February 2010 and consists of the following participants appointed by the BCC: Mayor of Milwaukie, Mayor of Oregon City, Mayor of Gladstone, Mayor of West Linn, Councilor from Damascus, Councilor from Happy Valley and the Chair of the Riverhealth Advisory Board.</p> <p>Meets on Wednesday evenings in room 435 of the County Development Services Bldg.</p> <p>The committee is represented by the cities of Damascus, Gladstone, Happy Valley, Milwaukie, Oregon City, West Linn, the unincorporated areas of Clackamas County Service District No. 1 (CCSD #1) and the Clackamas County Board of Commissioners.</p>

		regulatory compliance efforts and partnering in efforts to secure grant funding and influencing of legislation that has the potential of impacting both districts.		
CCSD#1 RiverHealth Advisory Board	Councilor Hedges Gary Parkin is staff representative.	The advisory group is made up of elected and non-elected appointees. The RiverHealth Advisory Board is a citizen advisory board that makes recommendations to the BCC on wastewater and surface water policy, budget and issues affecting District customers.	No	The cities of Milwaukie, Damascus and Happy Valley each appoint one member. Does not need to be an elected official however, current membership consists of council representatives of each of the three municipalities. Typically they meet every other month in room 435 of the County's Development Services Building.
Regional Water Providers Consortium	Councilor Gamba Gary Parkin is the staff representative to the staff committee.	The consortium addresses issues of regional concern such as planning for the intertie of water systems to address emergency needs. Meet 3 times per year.	No	Board meets approximately quarterly. A reminder is sent before each meeting to check for a quorum, hence the approximately. Councilor Gamba sits on the main committee only, not on the executive or other sub committees, which tend to be reserved for more long standing members. Meetings are 7pm to 8:30pm at Metro. Usually in the Metro Chambers.
Kellogg Good Neighbor Committee	Mayor Ferguson and another Councilor TBD later; CCSD representative to be determined	Needs to be formed by Milwaukie City Council and CCSD#1	Yes	
North Clackamas Urban Watershed Council	Councilor Miller is primary Councilor Gamba is alternate		Elected is Ex officio Dion Shepard voting member	Day: Third Wednesday of the month Time: 6:00pm Location: Oak Lodge Sanitary District, 14611 SE River Road, Oak Grove, OR 97267-1198
NORTH CLACKAMAS OR COUNTY COMMITTEES				
North Clackamas Parks and	Councilor Mike Miller	Section E(2) of the May 1, 1990	No	Day: 2 nd Wednesday of the month

Recreation District Urban Parks Advisory Board (UPAB); Milwaukie Parks and Recreation Board	Councilor Miller *Steve Butler is staff representative to the staff committee. *TBD	Agreement between Clackamas County and the City provide for the UPAB. The City Council appoints the UPAB member. With the exception of the Milwaukie representative, UPAB members are appointed for 3 year terms.		Time: 4:00 pm Location: North Clackamas Aquatic Park, 7300 SE Harmony Road
Clackamas County Library District Advisory Committee	Melissa Perkins replaced Mark Docken	The advisory committee was created after the 2008 District creation.	No	
North Clackamas Chamber of Commerce and Public Policy Team	Teri Bankhead is staff representative		No	Day: Third Thursday of the month Time: 12-1:15 Location: Chamber Offices on Harmony Purpose: Discuss policy issues in front of the Chamber for position consideration Day: Every Friday Time: 7:30am-9am Location: Various member locations Purpose: AM Business Connection Networking
North Clackamas Social Needs Roundtable	Mayor Ferguson and Councilor Miller Bill Steward, Clackamas County Assistant District Attorney			
RAIL COMMITTEES				
Oregon Passenger Rail Leadership Council	Mayor Ferguson	Appointed by Governor. Makes recommendation to ODOT regarding a plan for higher speed passenger rail.	n/a	Meets as needed, schedule varies

Portland-Milwaukie Light Rail Steering Committee	<p>Mayor Ferguson will serve as member.</p> <p>Bill Monahan is staff representative to committee meetings.</p> <p>This is the seven member group that makes final decisions for the light rail project.</p>	The Steering Committee was created by the Metro Council for a specific purpose/project. It therefore does not have by-laws or a term of office.	Yes	<p>The committee meets irregularly at major decision points.</p> <p>PMLR Steering Committee is made up of stake holders in the project.</p>
ADDITIONAL COMMITTEES				
American Red Cross Board of Directors, Pacific Northwest Blood Services Region	<p>Mayor Ferguson</p> <p>Currently serving as Vice Chair</p>	Appointed by Red Cross Board. Works with businesses, governments and schools to promote blood services and emergency preparedness throughout Oregon and Washington	No	Meets 5 times annually as a board, executive committee (chair, vice chair, staff and select board members) meets 6 times annually. Plus related subcommittees and events.
Clackamas Fire District #1	<p>Councilor Miller</p> <p>Councilor Hedges</p> <p>2 Council Members, City Manager, and Fire Chief to meet with Fire District Board Subcommittee</p>	Two Fire Board members and two Council members appointed by each body.	Yes	<p>TBD</p> <p>Discuss collaborative opportunities, long-term facility needs for emergency responders, discuss the impacts of compression within the communities we serve, and other challenges facing our community.</p>
LOC Transportation Policy Advisory Committee	Mayor Ferguson	The appointment is made by LOC.	No	Jeremy applied for this committee through the LOC. Appointments are made by application of individual members and approved by LOC voting delegates.
Metro Mayor Forum	Mayor Ferguson	Specific to mayor	Yes	Monthly on Wednesdays during lunchtime in Tualatin
Milwaukie Rotary	Teri Bankhead, Beth Ragel, and Scott Churchill		Yes	Meets every Tuesday 12-1:15. Council member should attend once a month.

Oregon Mayors Association (OMA), Portland Metro Region Team	Mayor Jeremy Ferguson	This appointment, as the title of the organization states, is specific to the mayor.	Yes	Meets as needed by teleconference.
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**MILWAUKIE CITY COUNCIL
AGENDA ITEM SUMMARY**

Agenda Item: **WS 3.**

Meeting Date: **12/17/13**

Title: **Citizen's Utility Board Report to Council**

Prepared By: Gary Parkin, Public Works Director

Department Approval: Public Works

City Manager Approval: Bill Monahan

Approval Date: December 3, 2013

ISSUES BEFORE COUNCIL

The Citizen's Utility Advisory Board (CUAB) was asked by Council to review the Wastewater fund and check that the rate structure put in place last year was collecting revenue adequately. The CUAB was also asked to determine if the water rate structure should be redesigned to provide for more customer control of water charges.

STAFF RECOMMENDATION

Staff agrees with the CUAB recommendation to leave the wastewater and water rates without change at this time.

KEY FACTS & INFORMATION SUMMARY

Last year, in reaction to an intergovernmental agreement that was being negotiated with CCSD#1, the CUAB was tasked to work with a rate consultant and recommend on a new wastewater rate.

City Council adopted the recommended rate and noted that the CUAB would monitor the Wastewater fund and report back to Council on the effectiveness of the new rate. They also asked that the CUAB look at the water rate structure to see if it could be changed to provide more savings to customers that use less water.

The CUAB believes the wastewater rate structure is collecting as anticipated. The rate structure and the rate itself should not be adjusted at this time. At the time of the next rate increase, July 1, 2014, the planned rate increase of 9.5% should be reviewed prior to its implementation.

Also, the CUAB is not in favor of changing the water rate structure. The group thought that education and other measures to help customers improve the efficiency of their water use would provide customers with improved ability to control their water bills as desired by City Council.

OTHER ALTERNATIVES CONSIDERED

The CUAB considered changing the wastewater rate but did not think it prudent at this time. They also considered a variety of rate structures for the water fund but did not find in favor of converting the current rate structure.

CITY COUNCIL GOALS

N/A

FISCAL NOTES

None

ATTACHMENTS

1. Wastewater budget info
2. Water rate info from the American Water Works Association
3. Milwaukie water rate charges



MILWAUKIE CITY COUNCIL STAFF REPORT

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **Citizen's Utility Board Report to Council**

From: Gary Parkin, Public Works Director

Date: December 9, 2013 for December 17, 2013 Work Session

ACTION REQUESTED

This is an informational report, no action requested

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

December 18, 2012: City Council meeting where an updated wastewater rate was adopted in response to the newly enacted agreement with Clackamas County Service District 1 (CCSD#1). At this meeting the Citizen's Utility Advisory Board (CUAB) was asked to monitor the Wastewater Fund and report back on the effectiveness of the new rate. The Board was later asked to review the water rate and make a recommendation on adjusting the water rate structure to provide more savings for customers with low water usage.

BACKGROUND

Last year, in reaction to an intergovernmental agreement that was being negotiated with CCSD#1, the CUAB was tasked to work with a rate consultant and recommend on a new wastewater rate. In a nearly yearlong process, the CUAB looked at a variety of rate structures in the end recommending to Council the adoption of a rate structure that mostly mirrored the fixed cost of treatment and service provision with only a small portion of the recommended rate structure based on usage.

City Council adopted the recommended rate and noted that the CUAB would monitor the Wastewater fund and report back to Council on the effectiveness of the new rate. They also asked that the CUAB look at the water rate structure to see if it could be changed to provide more savings to customers that use less water.

At the October 30, 2013 meeting of the CUAB, Finance Director Casey Camors provided financial information on the Wastewater fund showing that the fund is fiscally healthy, maintaining reserves above the 25% policy level. Projected revenue for fiscal year 2013 was \$6.2 million. Actual revenue received was \$6.25 million (see attachment 1).

While the total ending fund balance is projected to increase beyond policy requirements, the increase is only 15% of the total resources by the end of fiscal year 2015. Counteracting this projected additional resource are some unaccounted charges. There is an obligation to CCSD#1 for System Development Charges over the next few years to cover the North East Sewer Extension program and treatment cost increases that may be more than the assumed 5% annual increase.

The CUAB believes the wastewater rate structure is collecting as anticipated. The rate structure and the rate itself should not be adjusted at this time. At the time of the next rate increase, July 1, 2014, the planned rate increase of 9.5% should be reviewed prior to its implementation.

The CUAB also discussed the need to change the water rate structure over the past year. The group looked at information from other water utilities both within and outside the State. Certain resources were looked at including information from the American Water Works Association which Finance Director Casey Camors provided. It is instructive to frame the issue and presented here for Council (attachment 2).

The group discussed the issues with changing the rate structure in order to make it more usage based. Tiered rates are used by many utilities, usually to reduce usage and limit the impact of population growth or drought. Rate structures such as these are not predictable with collections that vary dramatically with usage patterns, while production costs remain largely fixed. The City's current rate structure is mostly a uniform rate with a flat rate for all but low income customers (attachment 3). Over 70% of the revenue collected is from the water usage portion.

The CUAB developed a position that is not in favor of changing the water rate structure. The group thought that education and other measures to help customers improve the efficiency of their water use would provide customers with improved ability to control their water bills as desired by City Council. The group decided to recommend against developing a new water rate structure. It feels that such a structure would be inherently unpredictable in revenue collection, does not accurately collect for the largely fixed utility costs and would not easily be understood by customers.

CONCURRENCE

This report reflects the evaluation of the CUAB. Information on the Wastewater and Water Utilities was provided by the Finance Department.

FISCAL IMPACTS

None

WORK LOAD IMPACTS

No additional impact

ALTERNATIVES

1. Council may act to adjust the wastewater rate in order to bring the fund balance closer in line with fiscal policy. The CUAB recommendation is based on continuing the fund balance in a conservative position because of unknown obligations as stated above.
2. Council may direct staff to begin a water rate study with a specific scope. The CUAB recommendation is to avoid a change in structure and delay a study until the current rate can be evaluated more completely. It has only been in place since July 2013.

ATTACHMENTS

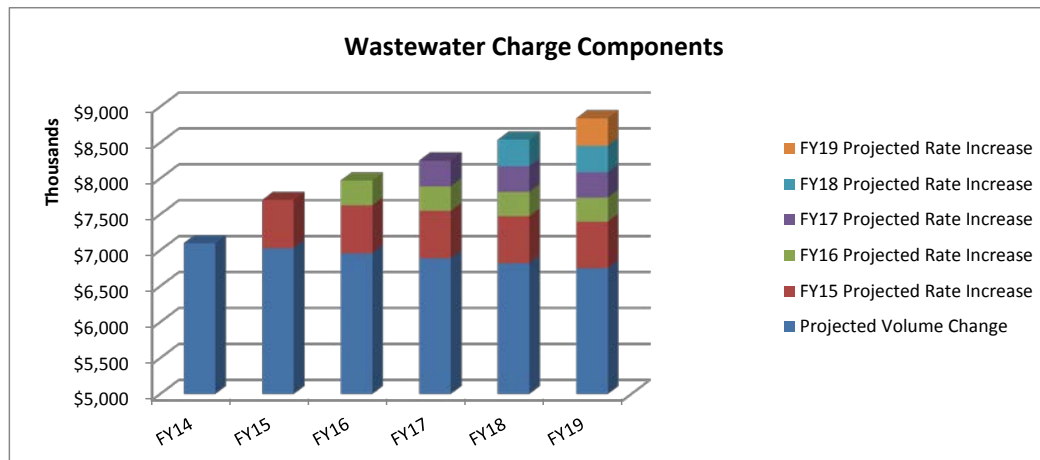
1. Wastewater budget info
2. Water rate info from the American Water Works Association
3. Milwaukie water rate charges

Attachment 1

City of Milwaukee

Wastewater Fund (amounts in thousands)

						Current Year	+ 1	+ 2	+ 3	+ 4	+ 5												
ACTUALS						Estimated	PROJECTED																
						FY14	FY15	FY16	FY17	FY18	FY19												
Resources																							
Beginning fund balance	\$	2,397	\$	2,876	\$	2,177	\$	2,722	\$	3,085	\$	2,440	\$	2,006	\$	2,816	\$	3,391	\$	3,926	\$	4,218	
Adjustment to audit balance	-	-	-	80	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Wastewater charges - base	3,536	4,262	5,008	4,540	6,250	7,098	7,027	7,624	7,891	8,168	8,454	-1.00%											
Wastewater - rate increases	-	-	-	-	-	-	674	347	359	371	384	Scheduled											
Interest	62	27	100	-	-	-	-	-	-	-	-	3.00%											
Miscellaneous	5	3	238	245	142	5	69	5	5	5	5	3.00%											
Franchise fees (external)	55	71	-	-	-	-	-	-	-	-	-	0.00%											
Intergovernmental - grants	-	-	-	-	-	168	-	-	-	-	-	0.00%											
Proceeds from debt issuance	-	2,229	1,622	1,929	-	-	-	-	-	-	-	0.00%											
Proceeds from Reimb District	-	-	-	-	-	20	20	20	20	20	20	0.00%											
Transfers from other funds	196	-	652	197	-	-	-	-	-	-	-	0.00%											
Total revenues	3,854	6,592	7,620	6,911	6,392	7,291	7,790	7,996	8,275	8,564	8,863												
Total Resources	\$	6,251	\$	9,468	\$	9,877	\$	9,633	\$	9,477	\$	9,731	\$	9,796	\$	10,812	\$	11,666	\$	12,490	\$	13,081	
Requirements																							
Personnel services	\$	363	\$	381	\$	398	\$	393	\$	394	\$	425	\$	440	\$	470	\$	490	\$	510	\$	526	PS Spreadsheet
Materials & services (base)	100	93	203	184	211	125	129	133	137	141	145	3.00%											
M&S (franchise fee to transportation)	256	265	273	121	230	227	258	262	266	270	274	Calculated											
M&S (Contract treatment costs)	1,488	2,978	2,887	2,805	3,968	4,153	4,361	4,579	4,808	5,048	5,300	5.00%											
M&S (CCSD #1 SDC's)	-	-	-	-	-	324	-	-	-	-	-	Estimated											
M&S (capital reserve m&s)	-	443	-	-	-	-	-	-	-	-	-	2.00%											
M&S (internal service charges)	47	370	-	-	-	-	-	-	-	-	-	2.00%											
Debt service	-	-	-	2,028	110	112	112	112	112	112	112	Scheduled											
Transfers to other funds	661	458	1,291	1,014	980	980	1,000	1,020	1,040	1,061	1,082	2.00%											
Capital outlay:																							
Scheduled capital projects	460	2,303	2,103	3	1,144	1,211	680	680	680	1,088	2,300	Per CIP											
Additions (vehicles & equip)	-	-	-	-	-	-	-	165	206	42	405	Estimated											
Other	-	-	-	-	-	168	-	-	-	-	-	Per CIP											
Total expenditures	3,375	7,291	7,155	6,548	7,037	7,725	6,980	7,421	7,739	8,272	10,144												
Ending fund balance																							
Policy requirement (25%)	564	1,130	940	880	1,200	1,310	1,150	1,160	1,180	1,190	1,210												
Reserve for vehicle purchase	-	-	-	-	50	100	150	200	250	300	350												
Over (under) policy/reserves	2,312	1,047	1,782	2,205	1,240	596	1,516	2,031	2,496	2,728	1,377												
Total ending fund balance	2,876	2,177	2,722	3,085	2,440	2,006	2,816	3,391	3,926	4,218	2,937												
Total Requirements	\$	6,251	\$	9,468	\$	9,877	\$	9,633	\$	9,477	\$	9,731	\$	9,796	\$	10,812	\$	11,666	\$	12,490	\$	13,081	



Utility Rate Information:												
% Wastewater rate increases	5%	5%	0%	0%	30.0%	0.0%	9.5%	4.5%	4.5%	4.5%	4.5%	Updated 10/21/13

2013 | Pacific Northwest Section AWWA—Spokane, WA

Principles of Water Rates, Fees, and Charges

AWWA MANUAL

M1



Chapter IV.6

Water-Budget Rates

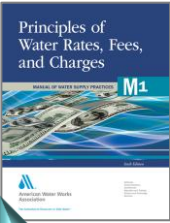
A water-budget rate structure is a form of increasing block rates where the amount of water within the first block or blocks is based on the estimated, efficient water needs of the individual customer. Water-budget rates differ from other metered water rate designs in two key ways. First, the blocks are established based on points that represent varying levels of each customer's efficient water use. Second, water-budget rates require the utility to set specific standards for what is, and what is not, considered efficient water use for an individual customer. Other metered rate designs may erode efficient water use, but not in this direct manner, nor do they directly account for efficiency of use when determining a specific customer's bill.

The goal of water-budget rates is to encourage efficient water usage for each individual customer. To do this, a utility must establish a standard for efficient usage and then establish a budget for each individual customer. Typically a water-budget rate does not limit the amount of water a customer can consume; rather a water-budget is established for each customer that defines how much water is considered efficient. Customers with usage above this efficient usage budget generally pay a significantly higher rate for their "inefficient" or "wasteful" usage.

An individual customer's water budget can be based on a number of customer-specific factors and, for the purposes of this chapter, are organized into two categories of water use: indoor use and outdoor use. The sum of indoor and outdoor usage, or of water use, establishes the customer's water budget. Water budgets may also vary throughout the year based on seasonal variables, such as weather, economic activity, and/or other industrial processing requirements. In some applications, individual customer water budgets may vary based on daily weather conditions.

Water-budget rates (see Figure IV.6-1) focus on charging customers the same commodity charge for similar uses of water (e.g., efficient indoor and outdoor use, and inefficient or wasteful use, as defined by the utility). A traditional increasing block rate design, on the other hand, generally charges all customers, within the same customer class, the same commodity rate for predetermined and set volumes (e.g., 0-5,000 gallons, 5,000-15,000 gallons) regardless of individual efficiencies.

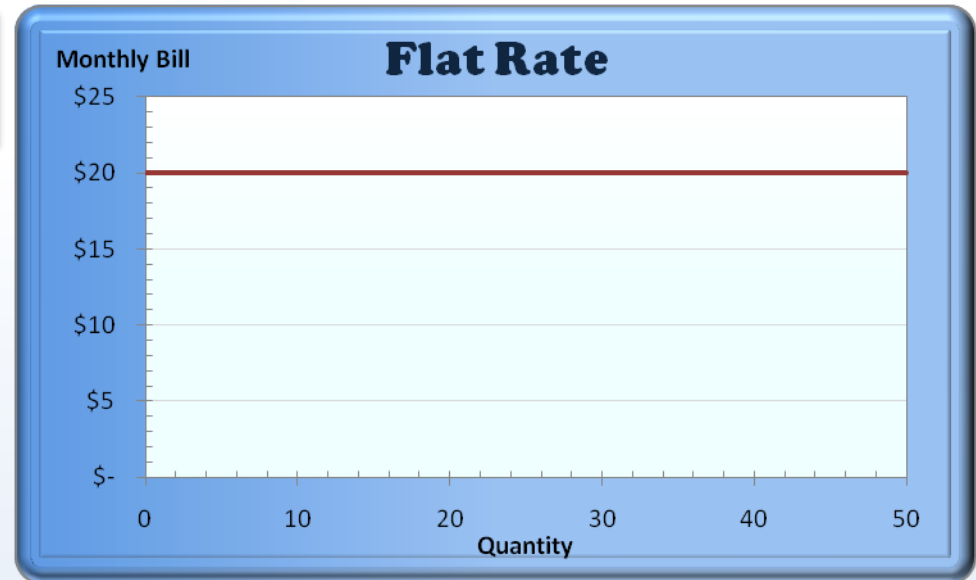
Water Budget Rate Structures



Water Rate Structures

Revenue
Mechanism

Flat Rate



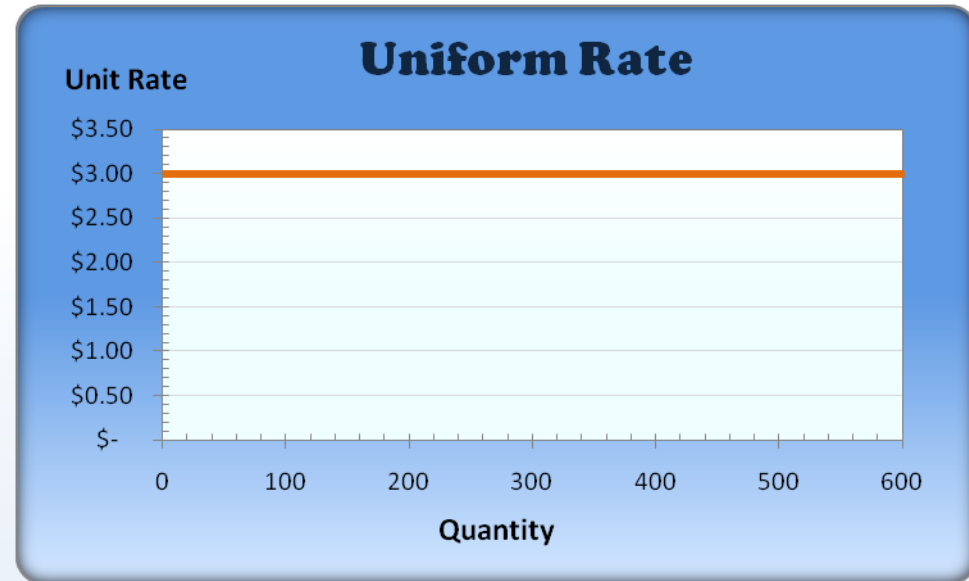
FLAT RATE: \$xx / month regardless of usage

Pros: Revenue stability, easy to understand

Cons: Inequitable, no conservation signal,
not affordable for essential use

::

Water Rate Structures



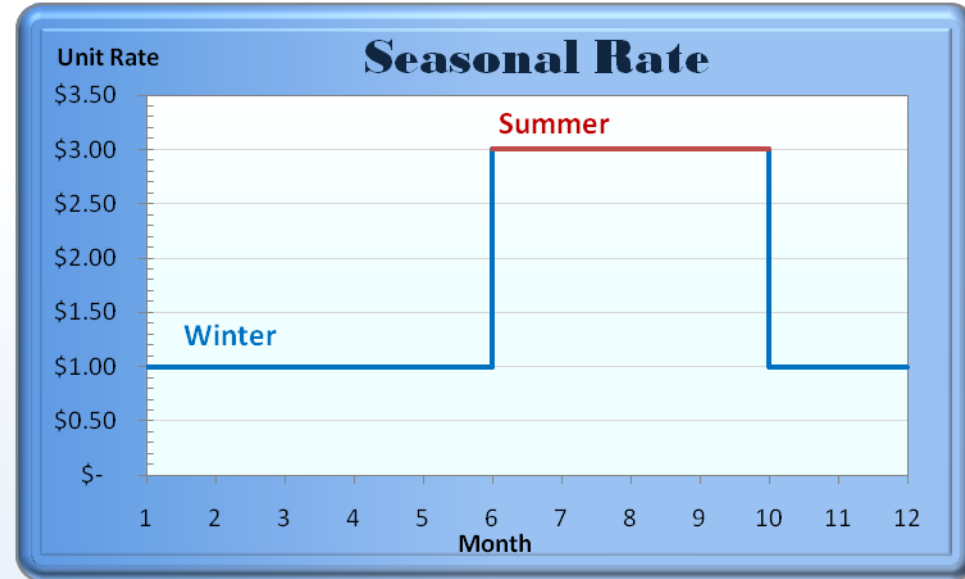
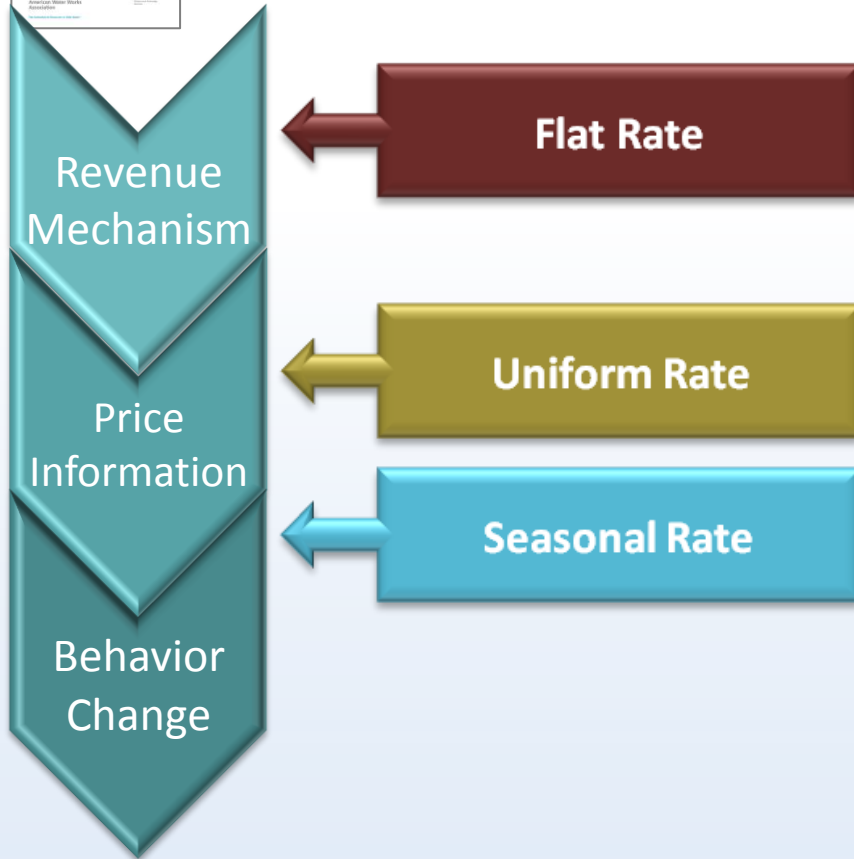
UNIFORM RATE: \$xx / ccf

Pros: Revenue stability, administrative ease, easy to understand

Cons: Weak conservation, not affordable for essential use

::

Water Rate Structures

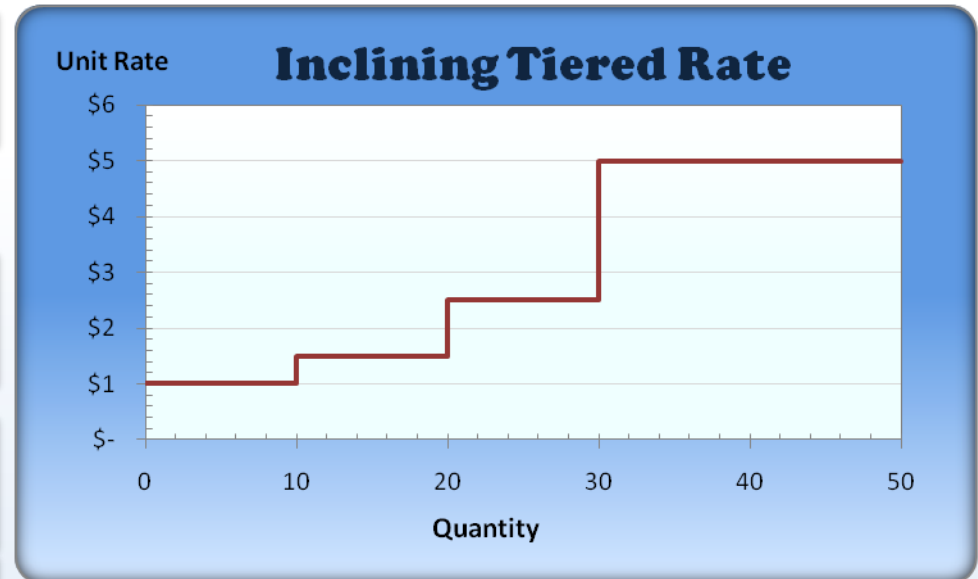
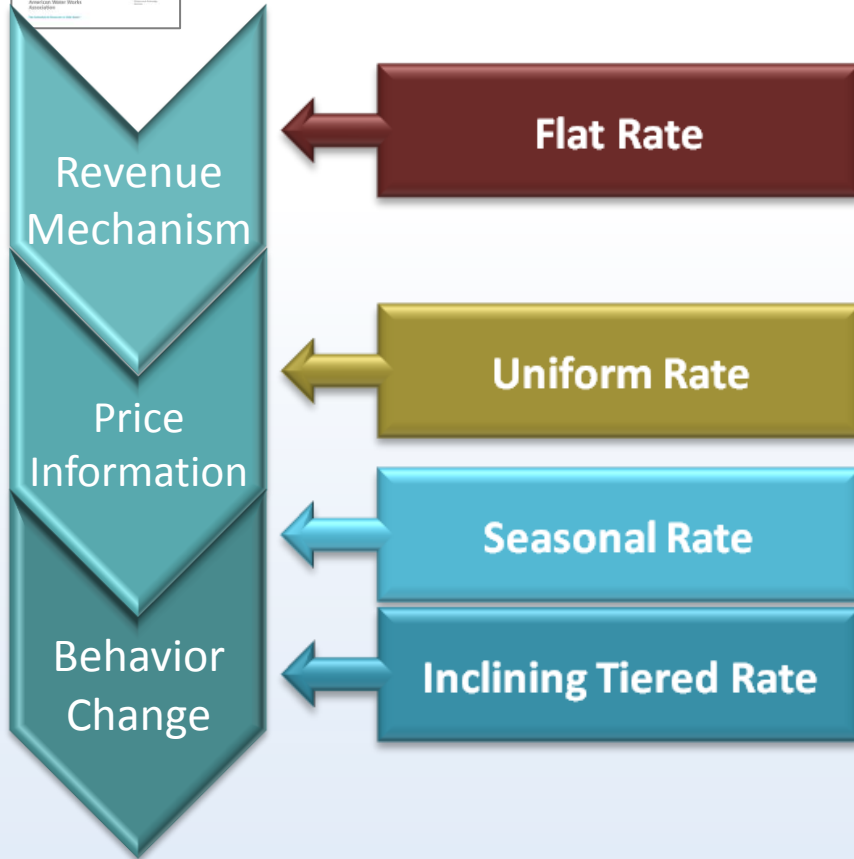


**SEASONAL RATE: \$ xxx / ccf in Summer,
\$ x/ccf in Winter**

Pros: Promote water conservation in the summer, easy to administer

Cons: Revenue instability, not affordable for essential use

Water Rate Structures



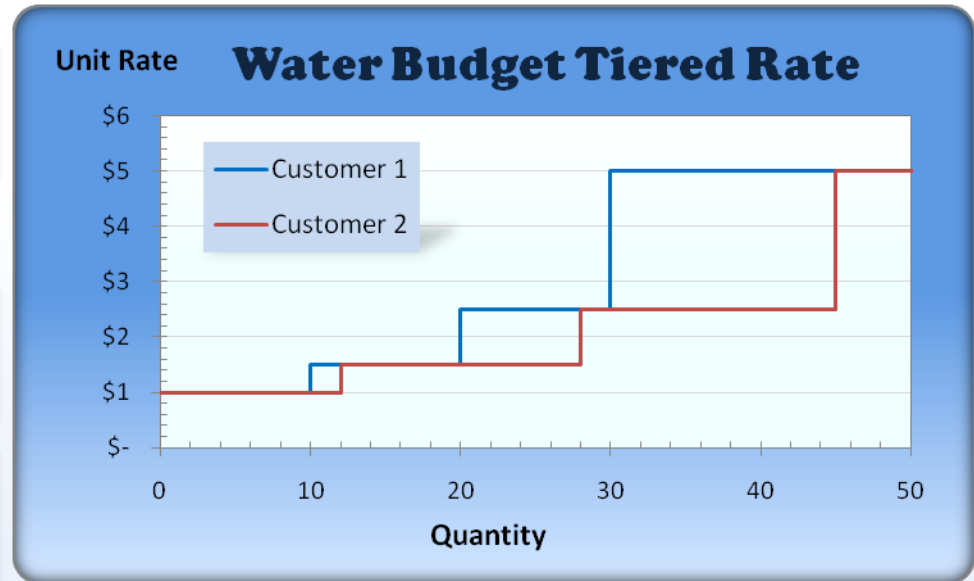
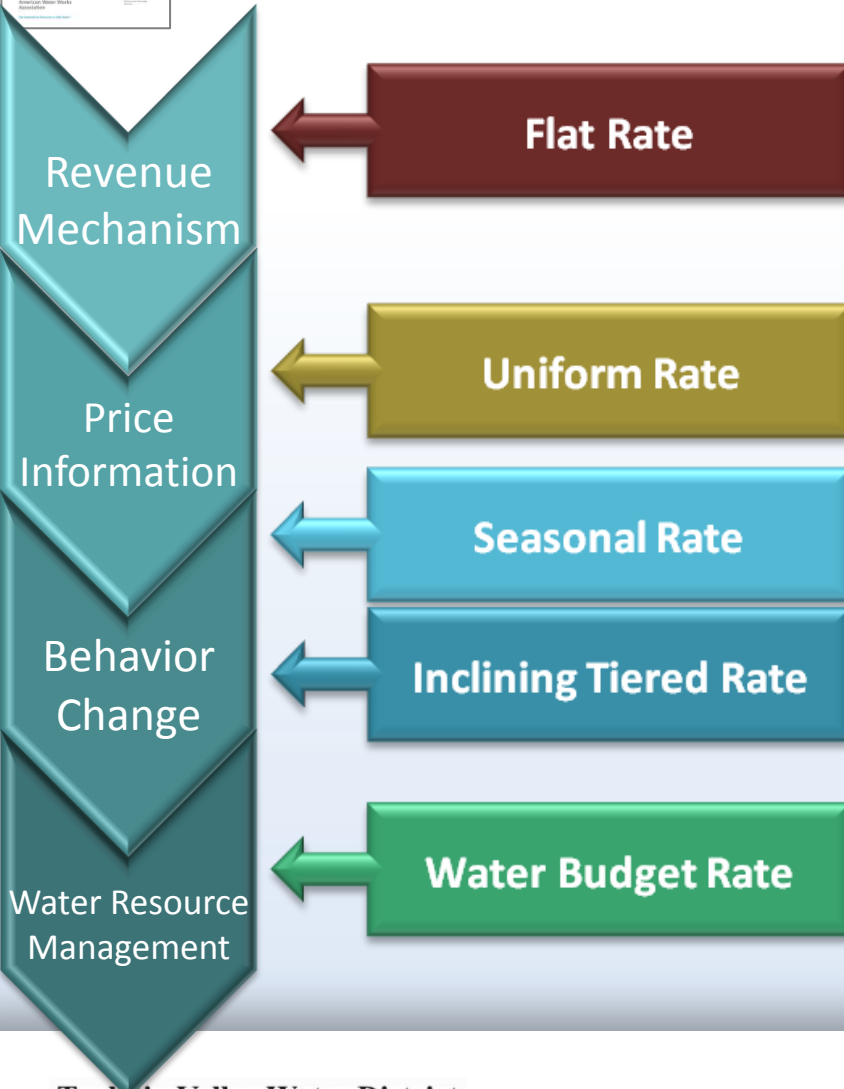
INCLINING TIERED RATE:

Pros: Promote conservation, affordable for essential use, easy to administer, easy to understand

Cons: Penalize large users

::

Water Rate Structures

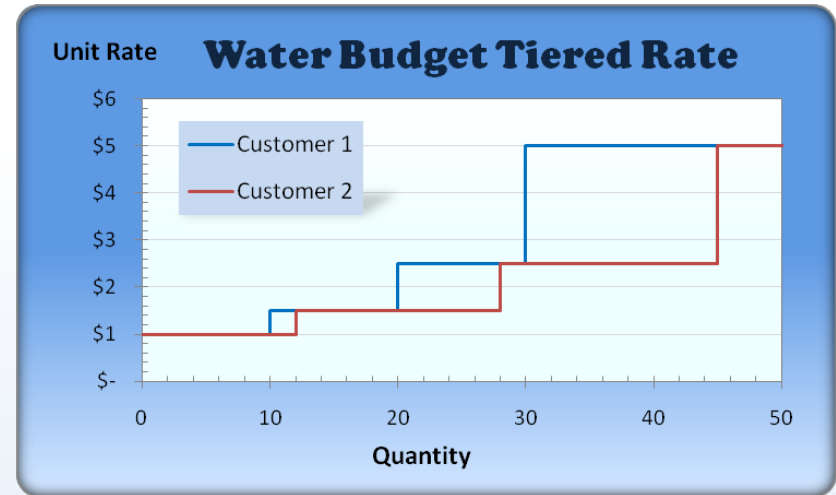
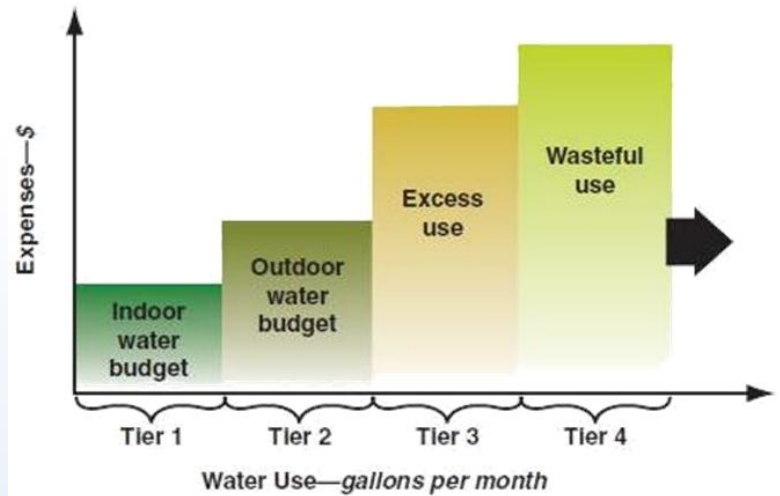


Water Budget Tiered Rate:

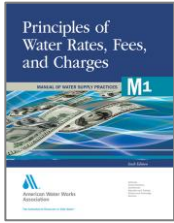
Pros: Promote water efficiency, equitable, affordable for essential use, drought allocation tool, revenue stability

Cons: High administrative cost, harder to understand

What Is a Water Budget?



A water budget rate is a form of an increasing block rate structure where the amount of water within each block is individually tailored for each customer to reflect their efficient water use.



Conservation & Efficiency

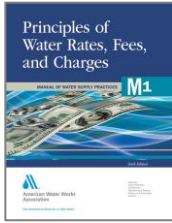
Water Conservation

- Reducing water usage
- Rules and regulations
- Restricting water use

Water Efficiency

- Reducing water waste
- Target driven
- Appropriate water use

..



Conservation Rate Structures

Inclining Block

Pros

- + Easy to administer
- + Sends clear conservation signal
- + Addresses affordability for basic needs

Cons

- Targets larger water users
 - High use = wasteful use
- Equity concerns
 - Penalizes large families / lots
 - Exacerbated during drought pricing

Water Budget

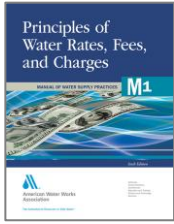
Pros

- + Provides water efficiency targets
 - Can address equity concerns for large families / lots
- + Allocates drought penalty rates
- + Addresses affordability for basic needs

Cons

- Higher administrative costs
 - How is efficiency defined?
 - Billing system requirement
 - Proactive public outreach
 - Increases staff for customer service
 - Complicated—customer understanding

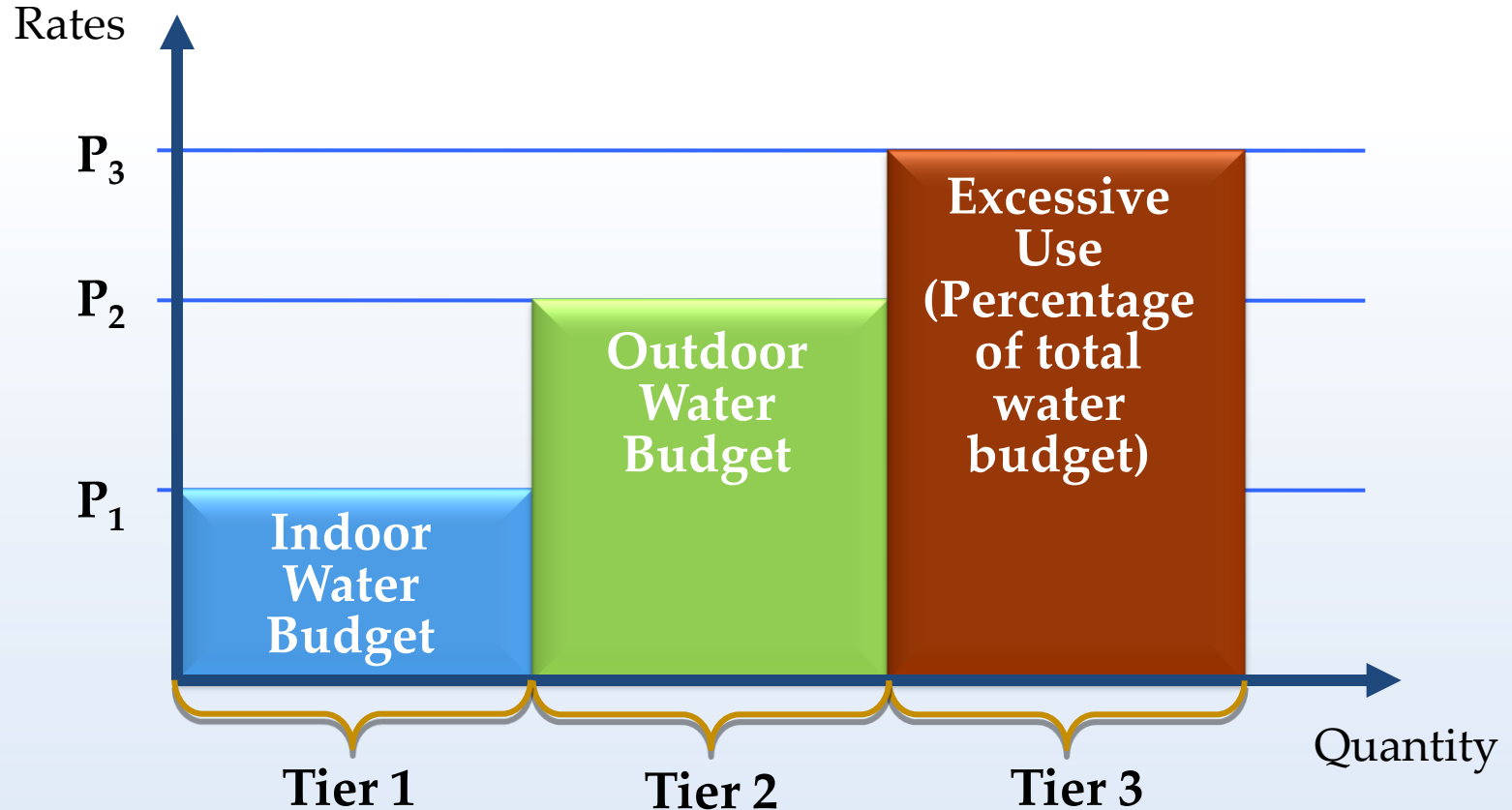
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Water Resource Management: Defining Efficiency

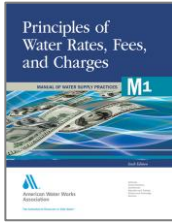
- Water budget rate structures are typically applied first to:
 - Irrigation accounts
 - Residential accounts
- Water budgets are more challenging for commercial customers
- Objective method in determining efficient water use for irrigation and residential accounts

Water Budget Tiered Rate



Defining Efficiency: Outdoor Water Budget

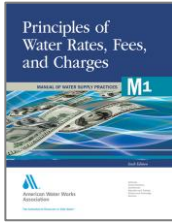




How Do We Define Equity?

Arguments Against Water Budgets:

- Why should a larger property receive a larger water budget when others have the same meter size and paid the same SDC?
- Why should two customers with the same water usage have different bills?
- A utilities costs are largely based on the capacity required to serve customers. shouldn't capacity requirements impact rates?

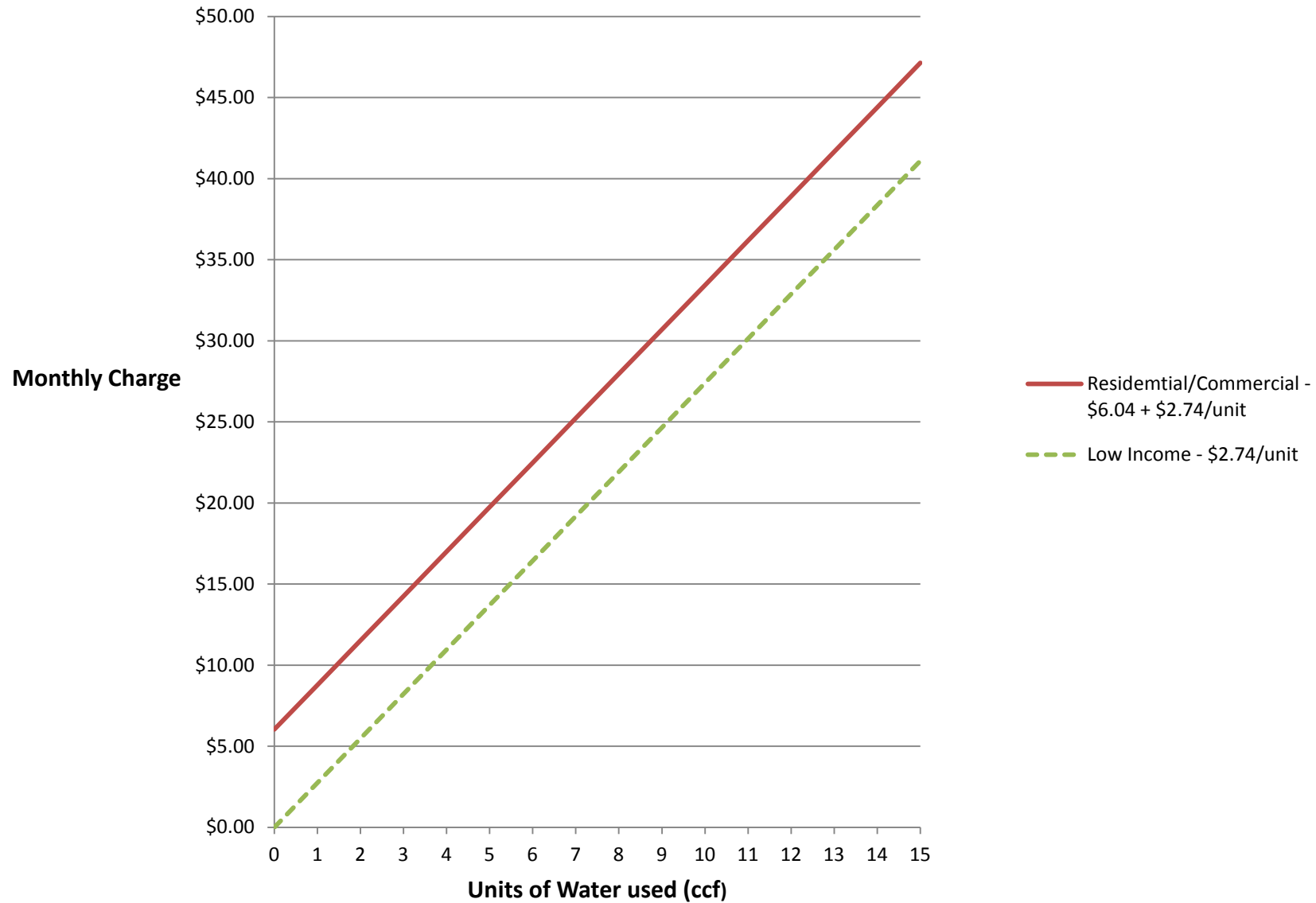


How Do We Define Equity?

Arguments for Water Budgets:

- We should first focus on achieving efficiency, regardless of family size and landscape area
- Focus on allocating least expensive water to efficient customers

Milwaukie Water Charges Flat and Uniform Rate Structure





**MILWAUKIE CITY COUNCIL
AGENDA ITEM SUMMARY**

Agenda Item: **WS 4.**

Meeting Date: **12/17/13**

Title: **Downtown Parking Permit and City Hall Lot Use**

Prepared By: Teri Bankhead, Asst. to City Manager

Department Approval: Bill Monahan, City Manager

City Manager Approval: December 9, 2013

Approval Date: December 9, 2013

ISSUES BEFORE COUNCIL

Determine whether to continue the 4-hour public parking in the city hall lot or revert back to previous permit and 2-hour parking prior to the six month trial. Council agreed to a six month trial period of changing the city hall lot use and December 31, 2013 is the end of that period.

STAFF RECOMMENDATION

Continue the current parking arrangement in the city hall lot for an additional six months and reassess at the end of June 2014.

KEY FACTS & INFORMATION SUMMARY

After meeting with the City Manager and Assistant on June 11, 2013, Kim Kheener and Scott Barbur, board members of the Downtown Milwaukie Business Association, presented their proposal to Council at the June 18, 2013 regular meeting during audience participation. They requested changes to the city hall parking lot use, stressing that it would help alleviate perceived parking constraints and offer good will toward businesses that had been struggling due to light rail construction and city improvement projects downtown. Specifically, the proposal was to convert the entire city hall lot into 4-hour public parking, removing all permits and employee parking. Further, they recommended changes to the signage at the downtown parking lots that would be more visible and appropriate. The proposal also suggested these changes be on a temporary basis through December 31, 2013 to allow for adequate time to assess effectiveness throughout the summer and fall construction projects in downtown. Council agreed to the six month trial, which is about to expire.

OTHER ALTERNATIVES CONSIDERED

Council may wish to revert back to the previous parking arrangement in City hall lot or make new changes altogether.

CITY COUNCIL GOALS

10. Support our downtown businesses in their efforts to create a business directed growth plan.

FISCAL NOTES

Staff workload initially impacted. If Council makes changes, workloads will be impacted again.

ATTACHMENTS

1. Parking permit passes sold



MILWAUKIE CITY COUNCIL STAFF REPORT

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **Downtown Parking Permit and City Hall Lot Use**

From: Teri Bankhead, Assistant to the City Manager

Date: December 9, 2013

ACTION REQUESTED

Determine whether to continue the 4-hour public parking in the city hall lot or revert back to previous permit and 2-hour parking prior to the six month trial. Council agreed to a six month trial period of changing the city hall lot use and December 31, 2013 is the end of that period.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

July 8, 2013 Signage was changed at the city hall parking lot, 4-hour public parking created, employee parking relocated, and permit spaces removed

June 18, 2013 Downtown Milwaukie Business Association board members presented their proposal to Council at the regular session audience participation

June 11, 2013 City Manager, Bill Monahan, and Assistant, Teri Bankhead, met with Kim Keehner and Scott Barbur, Board members for Downtown Milwaukie Business Association to hear their proposal on city hall parking lot changes.

BACKGROUND

After meeting with the City Manager and Assistant on June 11, 2013, Kim Kheener and Scott Barbur, board members of the Downtown Milwaukie Business Association, presented their proposal to Council at the June 18, 2013 regular meeting during audience participation. They requested changes to the city hall parking lot use, stressing that it would help alleviate perceived parking constraints and offer good will toward businesses that had been struggling due to light rail construction and city improvement projects downtown. Specifically, the proposal was to convert the entire city hall lot into 4-hour public parking, removing all permits and employee parking. Further, they recommended changes to the signage at the downtown parking lots that would be more visible and appropriate. The proposal also suggested these changes be on a temporary basis through December 31, 2013 to allow for adequate time to assess effectiveness throughout the summer and fall construction projects in downtown.

Council agreed to the six month trial period, however, they determined that the employee parking would remain in the parking lot, moving it to the center to allow for 4-hour public parking on the outer ends of the lot where they would be more visible from the main streets entering downtown. It was also agreed to change the signage in general, following the "Manual on Uniform Traffic Control Devices" (MUTCD) standards. The signage was changed on July 8th

and parking regulations were revised to reflect these. The signage was also made more visible and the public parking was posted.

In July 2013 two changes were made to the downtown parking system.

1. Finance began offering a bulk permit purchase system with discounted rates for employees.
2. The two outer sections of the City hall parking lot were converted to 4-hour free public parking, employee parking was relocated to the center of the lot and permit parking was removed. The six month trial expires the end of December 2013.

Parking Permits:

When bulk permit prices were offered at reduced rates, Dark Horse Comics became the largest purchaser, allowing employees to park off of the street and in permit lots. This change was already in process, and while it occurred concurrently with the public parking change, it was not an intentional overlap. However, permit parking was reduced in the city hall lot by eight spaces when 4-hour parking was added, and with the onset of bulk permit purchases, permits sold out immediately and the lots referred to often as “Metro or Texaco” and “Chopstix” became very full. Additional permits were released a few weeks after implementation, as street parking has a number of permit spaces. Periodic checks of the permit lots has shown they are being used but have never been completely full at any given time.

Background on permits:

- The City transitioned to handling parking in-house January 2013. In December 2012, Diamond Parking had already sold an unknown quantity of January and Semi-annual passes. The passes known about are on the spreadsheet (see attached), although the quantity was likely higher.
- Beginning in July the City started offering a quarterly pass as well as bulk purchasing for a discount. Dark Horse took advantage of the bulk pricing and purchased 45 passes.
- For 2014, Dark Horse will be purchasing 51 passes in bulk (41 semi-annual, 9 quarterly, 1 monthly.)
- Bulk purchasing cuts down on a tremendous amount of processing time.
- Of the 56 Jul-Dec passes sold, 36 of those 56 were Dark Horse bulk purchases.
- Total permits remaining is derived by taking 105 permit spots less semi-annual, quarterly, and monthly passes sold for that time period. Ex for July is $105 - 56 - 11 - 29 = 9$.

City Hall Public Parking:

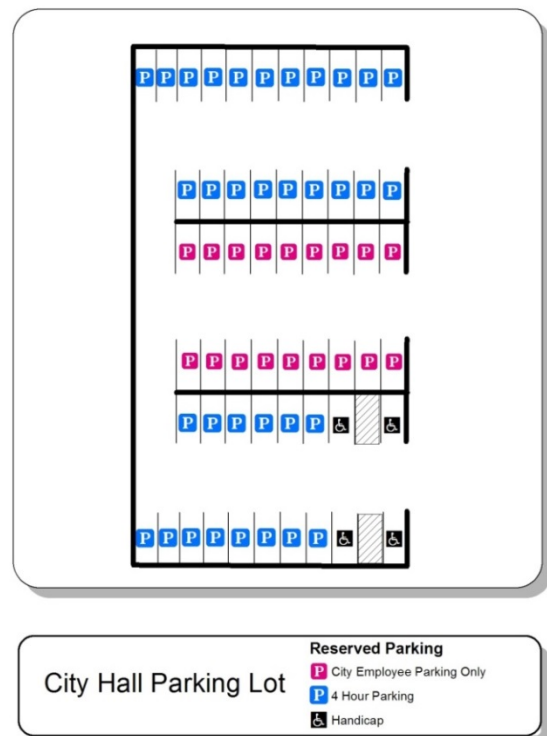
Staff observed the city hall lot use periodically over the six months, and at no time upon checking were the two 4-hour sections full. Ed Wells, City parking officer, did intentional spot checks for a nine-day period from November 21 thru December 5, 2013. Court was in session on one of these days, December 4. On that day at 1:27pm in the afternoon when court was in full session, there was only one space available in the northern lot. However, there were still eight spaces available on Main Street in front of city hall. December 4 was a particularly heavy docket and could be viewed as a representative court day.

Date	Time	East Main 7/1	West Main 4	City Lot South 14/4	City Lot North 20	Employee 18
21-Nov	10:45	2+1	4	7+4	6	8
21-Nov	13:00	5+1	4	7+4	6	4
22-Nov	9:01	6+1	3	11+4	7	8
22-Nov	11:20	3+1	3	12+4	5	9
25-Nov	8:50	5+1	1	10+4	7	10
25-Nov	11:15	3+1	2	11+4	4	8
26-Nov	10:45	4+1	2	9+4	1	8
26-Nov	12:50	6+1	3	10+4	5	8
27-Nov	12:54	7+1	3	5+4	8	7
27-Nov	13:50	7+1	3	8+4	5	5
2-Dec	8:54	7+1	2	13+4	6	12
2-Dec	14:10	6+1	3	8+4	5	7
3-Dec	11:00	3+1	4	10+4	1	9
3-Dec	13:20	6+1	3	6	4	2
4-Dec	10:30	4+1	2	5	7	5
4-Dec	13:27	4	4	0+3	1	1
5-Dec	12:30	4+1	2	11+4	8	5
Average Available		5/1	3	8/3	5	7

Headers are total number of spaces/ADA.

Numbers indicate available spaces at that time. The + # are ADA available.

Dec 4 was the only day of court.



Summary:

It is staff's opinion that the current system is working; removing employee parking from the streets has allowed customers to park in front of the businesses. Four hour parking also encourages visitors to stay longer than a few hours in downtown. There has been limited negative feedback on the permit parking. Initially as permits sold out due to bulk purchasing, there were concerns, however, Finance released additional permits and this seems to have alleviated those. Staff recommends continuing the parking arrangement for another six months and reassessing at the end of June 2014.

CONCURRENCE

NA

FISCAL IMPACTS

There may be a slight decrease in parking ticket revenue as employees are utilizing the permit lots and visitors the 4-hour spaces.

WORK LOAD IMPACTS

When changes were made in July 2013, there were impacts on department workloads involving the changing of signage, traffic regulations and the parking permit system. At the current time, workloads should be constant. If Council decides to make changes, workloads will be impacted.

ALTERNATIVES

Council may wish to revert back to the previous parking arrangement in City hall lot or make new changes altogether.

ATTACHMENTS

1. Parking permit passes sold

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Attachment 1: Parking Passes and Permits Sold

Parking Passes				
Month(s)	Type	Total Quantity Sold	Duplicates*	Bulk
Jan-Jun	Semi-Annual	13	1	N/A
Jan	Monthly	33	0	N/A
Feb	Monthly	54	0	N/A
Mar	Monthly	51	0	N/A
Apr	Monthly	53	1	N/A
May	Monthly	45	0	N/A
Jun	Monthly	38	1	N/A
Total	-	287	3	N/A

* Lost pass reissued for \$5 replacement fee.

Parking Passes				
Month(s)	Type	Total Quantity Sold	Duplicates*	Bulk
Jul-Dec	Semi-Annual	56	0	36
Jul-Sep	Quarterly	11	1	8
Oct-Dec	Quarterly	23	3	0
Jul	Monthly	29	1	1
Aug	Monthly	31	0	0
Sep	Monthly	26	1	0
Oct	Monthly	19	0	0
Nov	Monthly	15	0	0
Dec	Monthly	16	1	0
Total	-	226	7	45

PERMITS REMAINING 2013 as of 12/9/13(out of 105 total)					
Jul	Aug	Sep	Oct	Nov	Dec
9	7	12	7	11	10