

CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
OCTOBER 2, 2001

**CALL TO ORDER**

The 1871<sup>st</sup> meeting of the Milwaukie City Council was called to order by Mayor Bernard at 6:00 p.m. in the City Hall Council Chambers. The following Councilors were present:

Larry Lancaster  
Brian Newman

Jeff Marshall

Staff present:

Mike Swanson,  
City Manager  
Gary Firestone,  
City Attorney  
Esther Gartner,  
IST Manager

Dennis Lively,  
Public Works Director  
Jack Ostlund,  
Associate Engineer  
Craig Holman,  
GIS Coordinator

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARD**

None.

**CONSENT AGENDA**

Mayor Bernard read the list of consent agenda items:

- A. City Council Minutes of September 17 & 18, 2001
- B. Resolution 35-2001: A Resolution of the City of Milwaukie, Oregon, Adopting Fiscal Year 2000/2001 (Year 12) Annual Waste Reduction Plan and Authorizing the City Manager to Sign an IGA with Metro.
- C. Intergovernmental Agreement with Clackamas Fire District #1 for Public Access Studio Space (Herrigel)
- D. Resolution 36-2001: A Resolution of the City Council of the City of Milwaukie, Oregon, Approving an Intergovernmental Agreement between the City of Milwaukie and Clackamas County for Mapping Services.
- E. Resolution 37-2001: A Resolution of the City Council of the City of Milwaukie, Oregon, Setting the Implementation Date for the Volume Based Sewer Fees as January 1, 2002, and Classifying the Fees Imposed by Resolution 29-2001 As Not Subject to Article XI, Section 11(B) of the Oregon Constitution.
- F. Job Classification

It was moved by Councilor Newman and seconded by Councilor Marshall to adopt the consent agenda. Motion passed unanimously among the members present.

#### AUDIENCE PARTICIPATION

None.

#### PUBLIC HEARING

None.

#### OTHER BUSINESS

#### Board and Commission Appointments

Mayor Bernard made the following advisory board appointments with consensus of Councilors:

1. Rosemary Crites, Planning Commission Position #1
2. Mark Docken, Library Board Position #2
3. Nelson Weaver, Citizens Utility Advisory Board Position #4

#### Executive Session

Mayor Bernard announced the City Council would meet in executive session immediately following adjournment to consult with legal counsel pursuant to ORS 192.660 (1)(g).

#### ADJOURNMENT

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

Mayor Bernard adjourned the meeting at 6:05 p.m.



Pat DuVal, Recorder

**CITY OF MILWAUKIE  
CITY COUNCIL AGENDA  
OCTOBER 2, 2001**

**MILWAUKIE CITY HALL**  
10722 SE Main Street

**1871<sup>st</sup> MEETING**

**REGULAR SESSION - 6:00 p.m.**

- I. **CALL TO ORDER**  
Pledge of Allegiance
  
- II. **PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**
  
- III. **CONSENT AGENDA** *(These items are considered to be routine, and therefore, will not be allotted Council discussion time on the agenda. The items may be passed by the Council in one blanket motion. Any Council member may remove an item from the "Consent" portion of the agenda for discussion or questions by requesting such action prior to consideration of that portion of the agenda.)*
  - A. **City Council Minutes of September 17 & 18, 2001**
  - B. **Intergovernmental Agreement with Metro for Annual Waste Reduction Plan (Year 12) -- Resolution (Herrigel)**
  - C. **Intergovernmental Agreement with Clackamas Fire District #1 for Public Access Studio Space (Herrigel)**
  - D. **Intergovernmental Agreement with Clackamas County for Geographic Data (Gartner)**
  - E. **Volume Based Sewer Rate Implementation -- Resolution (Ostlund)**
  - F. **Job Classification (Rowe)**
  
- IV. **AUDIENCE PARTICIPATION** *(The Mayor will call for statements from citizens regarding issues relating to the City. It is the intention that this portion of the agenda shall be limited to items of City business which are properly the object of Council consideration. Persons wishing to speak shall be allowed to do so only after registering on the comment card provided. The Council may limit the time allowed for presentation.)*
  
- V. **PUBLIC HEARING** *(Public Comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.)*

**None**
  
- VI. **OTHER BUSINESS** *(These items will be presented individually by staff or other appropriate individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

**None**

**VII. INFORMATION**

**Ledding Library Board Minutes, August 27, 2001 (draft)**

**VIII. ADJOURNMENT**

**EXECUTIVE SESSION** -- *At the end of the regular meeting, the Council will hold an Executive Session under the authority of Oregon Revised Statutes 192.660(1)(g) to consult with legal counsel.*

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

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

**MILWAUKIE CITY COUNCIL  
WORK SESSION  
SEPTEMBER 17, 2001**

The work session came to order at 5:30 p.m. in the City Hall Conference Room.

City Council present: Mayor Bernard and Councilors Lancaster, Marshall, and Newman.

Staff present: Planning Director Rouyer, Sr. Planner Gessner, and Program Service Coordinators Carter and Herrigel.

### **Information Sharing**

1. **Councilor Newman** reported the South Corridor Policy Group ratified Milwaukie's recommendation. He also noted the Springwater Trail project was fully funded in the amount of \$4 million.
2. **Mayor Bernard** participated in the September 17 Constitution Day event in Oregon City and announced the Red Cross Blood Drive at the Milwaukie Masonic Lodge on September 18.

### **Open Public Forum**

**Edie Kerbaugh**, 12341 SE 67<sup>th</sup> Court, Milwaukie. She expressed Linwood Neighborhood residents' concerns about Clackamas County's plans to widen Harmony Road to 5 lanes. Such a project would displace homes and businesses. Widening the road would be disastrous to the Neighborhood, and she requested the City Council prepare a letter to the County stating its opposition to the project on behalf of the residents. If one assumes Harmony Road traffic is headed to Hwy 224, she suggested an alternative might be to improve the 82<sup>nd</sup> Avenue interchange. However, she could not identify an alternative for local traffic.

**Mayor Bernard** felt it would be appropriate for the City Council to send a letter to the Clackamas County Board of Commissioners voicing the neighborhood's concerns.

**Councilor Newman** supported looking at alternatives which would divert traffic to Hwy 224.

**Councilor Lancaster** felt a review of the traffic study prepared for the project would be appropriate.

**Councilor Marshall** suggested looking at the Regional Transportation Plan and offering a workable alternative. He understands there is an urban renewal project being discussed for the Southgate area that could be influencing a lot of these projects.

The Council agreed to open a dialogue between the City and County with a letter expressing its concerns and proposing a work session in the near future.

### **Transportation System Plan**

**Gessner** noted 3 minor changes to the Transportation System Plan ordinances and resolutions the Council will consider at the September 18 public hearing. He explained the changes, and Council appreciated the updates and is prepared to move forward.

### **Rotary and Milwaukie Downtown Development Association Riverfront Project**

**Paul Klein**, Milwaukie Downtown Development Association (MDDA) Interim President, and **Jack Elder**, MDDA Director, discussed the proposed riverfront cleanup project scheduled to begin on October 20. The purpose of the project is to re-acquaint citizens with their waterfront. The first phase will be surface debris removal, and subsequent phases will include noxious weed and plant removal and finally removal of large objects such as concrete and car parts. Elder reported risk management issues have been addressed.

### **Parks and Recreation Priorities**

**Herrigel** reported the North Clackamas Parks and Recreation District (NCPRD) is going through its master planning process, and, as a neighborhood, Milwaukie has been asked to identify its future needs and interests. The Milwaukie Park and Recreation Board (PARB) prepared a list of priorities for Council review and comment. The priorities are: existing parks maintenance, new parks development, natural area enhancement, additional park acquisition, trails, and recreation and elderly facilities. Herrigel noted the projects were not prioritized at the time the report was prepared because of staff changes.

**Councilor Newman** asked if the District was undertaking this process in preparation for a bond measure. Milwaukie has an ideal project on the riverfront which he felt should be part of the master plan; however, he was in favor of identifying interim steps which integrate the boulevard plan.

**Herrigel** suggested including Riverfront Phase 1 and identifying the associated costs.

The Council felt riverfront improvement was highly desirable but did not wish to do so at the expense of other community projects.

**Councilor Lancaster** understood Wichita Park was master planned but work was postponed due to safety issues and future redesign of Monroe Street. He hoped to see Wichita Park development pushed forward.

**Herrigel** explained projects getting the most attention are those being pushed by the neighborhoods.

The Council discussed parks master planning and the lack of funds to actually implement those plans. **Councilor Marshall** thought Council had conveyed the message that property might lie fallow until such time as development can be funded.

**Herrigel** understood the Council direction to be developing a schedule of meetings, which fit with the District's master planning process, between PARB and NDAs to prioritize Milwaukie's list of projects.

### **Formation of Clackamas County Coordinating Committee**

**Mayor Bernard** said this Committee, made up of representatives from various jurisdictions, was an outcome of Timothy Lake discussions. Its purpose would be to coordinate projects and funding.

**It was agreed Mayor Bernard would be the primary representative with Councilors Marshall and Lancaster as secondary and tertiary representatives.**

**Councilor Marshall** noted formation of a Parks/Library District would be on the Committee agenda. Such programs must not be considered without sufficient funding.

### **Goals Discussion Draft**

The group felt the draft was an accurate overview of the Council work session. **Councilor Newman** recommended transportation as a standalone goal and **Councilor Lancaster** agreed. **Councilor Marshall** felt a community wide project, such as rebuilding the Lot Whitcomb, should be an element of the 2003 Centennial goal. There was discussion of a levy or grants to fund the event.

### **Other**

1. **Carter** reviewed the final loan document between the Oregon Housing and Community Services Department and the City of Milwaukie to purchase the Safeway property.
2. **Councilor Marshall** discussed issues of infill and community needs in the Comprehensive Plan. **Rouyer** understands there are elements of the Plan which are outdated and will check with the State on the timelines for the next Periodic Review.

III. A. 4

3. **Councilor Marshall** commented on a letter from the Portland Waldorf School and felt something should be initiated to protect the public interest when School District and other publicly owned property is for sale. He used the property recently sold to a developer in the Lewelling Neighborhood as an example and urged some action, such as an agreement for first right of refusal, be taken.

**Adjournment**

**Mayor Bernard** adjourned the meeting at 7:20 p.m.

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Pat DuVal, Recorder

CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
SEPTEMBER 18, 2001

**CALL TO ORDER**

The 1870<sup>th</sup> meeting of the Milwaukie City Council was called to order by Mayor Bernard at 6:00 p.m. in the City Hall Council Chambers. The following Councilors were present:

Larry Lancaster  
Brian Newman

Jeff Marshall

**Staff Present:**

Pat DuVal,  
City Recorder  
Tim Ramis,  
City Attorney  
Alice Rouyer,  
Planning Director  
John Gessner,  
Senior Planner  
Michelle Gregory,  
Neighborhood Services Manager  
Randy McCort,  
Consultant  
Scott Burgess  
Comm. Dev. Dir. Pro Tem  
Officer Monte Sterling,  
Police Department  
Officer Uli Neitch,  
Police Department

Sgt. Mark Dye,  
Police Department  
Dennis Lively,  
City Engineer  
Brion Barnett,  
Associate Engineer  
Larry Kanzler,  
Police Chief  
Mary Dorman,  
Consultant  
Roosevelt Carter,  
Program Service Coord.  
Carla Atwood,  
Accounting Technician, Utility Billing  
Jay Saatkamp,  
Operations Supervisor, Water

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARD**

**Mayor Bernard** read a proclamation recognizing September 17 - 23, 2001, as Constitution Week.

**Mayor Bernard** read a proclamation recognizing the week of October 7<sup>th</sup> – 13<sup>th</sup> as Healthcare Food Service Employee Week.

**Councilor Newman** read a proclamation recognizing October 2, 2001, as Walk Our Children To School Day in Milwaukie and encouraged everyone to consider the safety of pedestrians today and every day. This event will take place at Ardenwald School with the parents and children meeting at 32<sup>nd</sup> Avenue and Wake Street at 7:30 a.m. to walk to school.

### III. A. 6

**Mayor Bernard** read a letter from General Tanaka, Mayor of Milwaukie's Sister City, Iwaki, Japan. He expressed his sympathy for the victims, families, and the nation for the September 11, 2001, attacks in New York City and Washington, D.C.

**Mayor Bernard** then asked the audience to take a moment of silence in light of the actions of last week. Jennifer Mansfield sang the National Anthem.

**Chief Kanzier** announced special recognition to two officers for service above and beyond the call of duty. In the history of the Milwaukie Police Department there have been many officers who have put their lives ahead of their own personal safety and gone the extra mile with extra effort to save human lives. This is a new process for recognizing the individuals for this exceptional effort. He introduced Sgt. Mark Dye and Officer Ulie Neitch.

**Officer Sterling**, Milwaukie Police Department, read the Citation of Award, Police Meritorious Service Medal, to the Council. **Mayor Bernard** made the presentations to Officers Sterling and Neitch.

**Mayor Bernard** read a proclamation which urged the citizens to extend their support to the victims of the New York and Washington tragedies in any way possible, including donations of blood and materials. The City Council and Mayor asked its citizens to hold the victims and their families, friends and co-workers in their thoughts. Remember the professionalism and the price paid by the fire fighters and police officers that responded. The Mayor and Council asked its citizens to pray for the wisdom for the leadership of the state for the City of New York and the United States. A moment of silence was observed for the victims of this horrible tragedy.

#### **CONSENT AGENDA**

**Mayor Bernard** read the list of consent agenda items:

- A. **City Council Minutes of September 4, 2001**
- B. **Center/Community Advisory Board Requests:**
  1. **Bylaws Change**
  2. **Board Re-appointments of Milwaukie residents 2002 Salary Schedule and Recognized Changes Negotiated with Represented Employees**
- C. **Management, Non-represented and Seasonal Employees Fiscal Year 2001 – 2002 Salary Schedule and Recognized Changes Negotiated with Represented Employees**
- D. **Intergovernmental Agreement for Funding Watershed Activities**
- E. **Resolution 30-2001: A Resolution of the City Council of the City of Milwaukie, Oregon, Adopting a New Capital Improvement Plan.**

**It was moved by Councilor Newman and seconded by Councilor Marshall to adopt the consent agenda. Motion passed unanimously among the members present.**

**AUDIENCE PARTICIPATION**

None.

**PUBLIC HEARING**

Transportation System Plan Implementation Amendments: ZA-01-02 & CPA-01-02

**Mayor Bernard** called the public hearing on the proposed legislative Zoning and Subdivision Ordinance Text Amendments to order at 6:17 p.m.

The purpose of this hearing is to consider 4 legislative actions that would implement the Milwaukie Transportation System Plan.

Staff Report: **Gessner** acknowledged and gave credit to the technical advisory team: Alice Rouyer, Planning Director; Dennis Lively, City Engineer, Brion Barnett, Associate Engineer; Michelle Gregory, Neighborhood Services Manager; and Paul Roeger, Civil Engineer. The consultants to the city on this project are Mary Dorman and Randy McCort. Without their help, this project would not have succeeded.

Staff has been working on this project for the past nine months. There have been eight work sessions, a number of neighborhood association meetings, and extensive outreach with the private sector. The Council and Planning Commission have given direction that has been incorporated into the regulations.

The actions being requested tonight include:

1. Adopt the proposed ordinances amending the Comprehensive Plan and Zoning and Subdivision Ordinances for the purpose of implementing the Milwaukie Transportation Plan.
2. Amend the Zoning and Subdivision Ordinances to adopt Traffic Impact Analysis regulations.
3. Adopt two resolutions; one establishing a fee for the city review of traffic impact studies, and two, adopt a Transportation Design Manual.
4. Minor administrative changes incorporated into the revisions at the work session and incorporate by reference the minutes of the proceedings of all prior work sessions and public hearings.

In terms of other stakeholder issues, Attorney Mark Whitlow is requesting the city to consider developing a transferable system development charge credit. Staff and the technical advisory committee believe this has merit. The Planning Commission, on October 14, 2001, passed a resolution recommending approval of this credit to Council. This is an issue that will be addressed in the near future.

**Gessner** passed out correspondence received from Mark Whitlow today regarding Comments on Proposed ZA-01-02 (Zoning and Subdivision Ordinance Amendments). Staff is in support of working with Mr. Whitlow on his request to draft a procedure for adjusting the maximum building setback.

### III. A. 8

**Gessner** asked that the Council adopt the regulations tonight as proposed and they will follow up with Mr. Whitlow and see what can be done to respond to his concerns.

**Councilor Marshall** thanked everyone who worked on this project and congratulated them on the exceptionally well-done project.

#### Public Testimony:

**Mark Whitlow**, 1211 SW 5<sup>th</sup>, Portland, stated that he was an attorney and here on behalf of the Oregon Worstead Company. Mr. Dietrick, principal of the company, is also here to provide testimony.

Building orientation has been very controversial throughout the region. There has been a lot of debating and discussions in the communities, cities and counties on this issue. It is better to have a flexible program because it is very hard to anticipate in advance the problems you run into by applying the same rule for each development opportunity that comes up.

**Whitlow** suggested Council adopt language for an adjustment process. Language has been drafted by Mr. Whitlow for Council review and adoption. He explained that his firm is happy to work with staff on this issue if Council chooses to go forward with the adoption. He would prefer that the Council adopt this process tonight and they will continue to work with staff on further refinement after implementation. He suggested that Council direct staff to collect comments about the public needs for the first year to further adjust and refine this language.

**Howard Deitrick**, Oregon Worstead, Inc., stated that this is a long-needed plan. It will address the concerns of the community better than past proposals. The principal issue is mass transit. The need for transit is very important. The orientation of the buildings to the transit will make it acceptable depending on the site and how it is developed. It is important to have flexibility to increase mass transit. With the adoption of this amendment, each project can be assessed so that mass transit can be considered more fully.

**Councilor Newman** asked if the intent of these regulations is to take advantage or improve access of the transit riders to the buildings and improve the pedestrian environment of the street. **Gessner** stated that these are the two major affects; however, if you can reduce the walking distance between a transit stop and building, it may encourage transit access. The 30-foot provision does not contribute to an adverse pedestrian access for those who travel by transit exclusively. This would only apply at major transit stops. Staff is reviewing an adjustment rather than the TPR provision where the setbacks are only at major transit stops.

Staff Comments: **Gessner** stated that staff is asking that the Council adopt the regulations as proposed and they will work with Mr. Dietrick and Mr. Whitlow to draft an adjustment process.

Close Public Hearing: **Mayor Bernard** closed the public testimony portion of the hearing at 6:40 p.m.

Council Decision:

**Councilor Lancaster** stated that he likes flexibility so the right thing can be done in spite of any inherent defects with existing ordinances. Staff needs time to make sure that the language is right and that it will work for Milwaukie's needs and purposes are for these areas. He looks forward to staff bringing back suggested changes.

**Councilor Marshall** thanked John for keeping the Council so well-informed about this issue. **Mayor Bernard** thanked staff for their dedication and sincerity.

Ordinance for Application ZA-01-02

**Councilor Newman** moved for the first reading by title only of the ordinance amending the zoning ordinance to implement the Transpirations System Plan with the additional language increasing the \$200,000 value threshold by 3% annually and striking the language requiring Council approval of design manual changes. **Councilor Marshall** seconded. Motion passed unanimously among the members present. The ordinance was read for the first time by title only and including those sections changed.

**Councilor Marshall** moved for the second reading by title only of the ordinance amending the zoning ordinance to implement the Transportation System Plan with the additional language increasing the \$200,000 value threshold by 3% annually and striking the language requiring Council approval of design manual changes. **Councilor Newman** seconded. Motion passed unanimously among the members present. The ordinance was read for the second time by title only and including those sections changed.

**Councilor Marshall** moved to adoption of the ordinance amending the zoning ordinance to implement the Transportation System Plan with the additional language increasing the \$200,000 value threshold by 3% annually and striking the language requiring Council approval of design manual changes. **Councilor Newman** seconded.

**Ayes:** Newman, Lancaster, Marshall, Bernard

**Nays:** None.

The motion passed unanimously among the members present.

**III. A. 10**

**ORDINANCE NO. 1893**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING THE MILWAUKIE MUNICIPAL CODE BY ADOPTING CERTAIN TEXT AMENDMENTS RELATED TO IMPLEMENTING THE CITY TRANSPORTATION SYSTEM PLAN.**

Ordinance for Application CPA-01-02

**Councilor Lancaster moved for the first reading by title only of the ordinance amending the Comprehensive Plan by adopting certain amendments related to implementation of the Milwaukie Transportation System Plan. Councilor Marshall seconded. Motion passed unanimously among the members present. The ordinance was read for the first time by title only.**

**Councilor Newman moved for the second reading by title only of the ordinance amending the Comprehensive Plan by adopting certain amendments related to implementation of the Milwaukie Transportation System Plan. Councilor Lancaster seconded. Motion passed unanimously among the members present. The ordinance was read for the second time by title only.**

**Councilor Marshall moved to adopt the ordinance amending the Comprehensive Plan by adopting certain amendments related to implementation of the Milwaukie Transportation System Plan. Councilor Newman seconded. Motion passed unanimously among the members present.**

**Ayes: Newman, Lancaster, Marshall, Bernard.**

**Nays: None.**

**ORDINANCE NO. 1894:**

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN BY ADOPTING CERTAIN AMENDMENTS RELATED TO IMPLEMENTATION OF THE MILWAUKIE TRANSPORTATION SYSTEM PLAN.**

Resolution Setting Fees for Impact Studies

**Councilor Newman moved to adopt the resolution setting a fee for the transportation impact study. Councilor Lancaster seconded. Motion carried unanimously among the members present.**

**RESOLUTION NO. 31-2001:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, SETTING A FEE FOR CITY REVIEW OF TRANSPORTATION IMPACT STUDIES RELATED TO LAND USE PROPOSALS.**

Resolution Adopting the Transportation Design Manual

**Councilor Newman moved to adopt the resolution adopting the Milwaukie Transportation Design Manual. Councilor Marshall seconded. Motion passed unanimously among the members present.**

**RESOLUTION NO. 32-2001:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ADOPTING THE MILWAUKIE TRANSPORTATION DESIGN MANUAL.**

**OTHER BUSINESS**

Safeway Property Redevelopment

**Carter** reviewed staff report. The purpose of this agenda item is to seek Council approval of a \$750,000 community-incentive fund loan from Oregon Housing and Community Development Department to purchase the Safeway property. The term of the loan is 15 years at 1% interest per year, payable annually. There is a particular provision in the loan agreement that precludes the sale lease of the property to a developer or other persons without the written consent of the state. A draft side letter being negotiated by the City Attorney has been included to address flexibility in dealing with the lender.

Council approval authorizes the execution of the loan documents and option to purchase the Safeway property per the current lease agreement.

**Councilor Marshall moved to adopt the resolution approving the terms and conditions of a loan from the Oregon Housing and Community Services Department to purchase the Safeway property. Mayor Bernard seconded the motion. Motion passed unanimously by the members present.**

**RESOLUTION NO. 33-2001:**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE TERMS AND CONDITIONS OF A LOAN FROM THE OREGON HOUSING AND COMMUNITY SERVICES (OHCS) DEPARTMENT TO PURCHASE THE SAFEWAY PROPERTY IN DOWNTOWN MILWAUKIE.**

### III. A. 12

#### Water Shut Off Policy – Ordinance & Resolution

**Burgess** reviewed staff report. Staff is requesting that the Council adopt the ordinance and resolution amending the City policies on utility notification and shut-offs for delinquent accounts. The City Manager asked that staff review the shut-off policy for consistency, equity and cost recovery. There are approximately 6,500 residential and business utility bills are sent monthly; half of the city is done one month and the other half the next month. About 525 bills are past due on average. Of those, 65 shut-offs result.

The changes in the ordinance and fee-setting resolution are:

1. Provide additional notice via door hanger for delinquent residential accounts 24 hours prior to shutting off water service.
2. Following notice, but off water service for delinquent residential and business accounts that receive City water.
3. Add a \$5.00 past due notice fee.
4. Limit after hour times when water service will be restored.
5. Change an additional \$25 if after hour service restoration is requested.
6. Add language in the sanitary sewer code section allowing the City at its option to shut off water (assuming that service is provided) for nonpayment as it is in the storm water code section.
7. Amend language to the sewer service section that allows the City to charge 10% per year on all accounts that remain delinquent for more than three months to cover interests and collection costs.

**Councilor Newman** asked for clarification of the \$5.00 past due notice fee. Does the \$25 fee kick in after three months? **Burgess** stated that the \$5 covers the actual cost of the past due notice after the bill. There is an additional \$25 charged for after-hour restoration of services. **Atwood** explained the billing timetable:

- Regular billing mailed on the last day of the month. This bill is due on the 15<sup>th</sup> of the month. It is considered delinquent on the last day of the month.
- On the first of the following month a past-due notice will be sent. A \$5 charge is assessed on the first of the month following billing. This past due notice is due 15 days after it is mailed out. This is 46 days after initial billing.
- On the third Tuesday, if the delinquent bill is not paid, a door hanger will be printed and an additional \$25 charge is then assessed. This door hanger gives 24-hour notice of shut-off.
- Shut-off is approximately 49 days from the initial billing date.

**Atwood** stated that the majority of the 65 shut-offs are reoccurring accounts. Special arrangements can be made to work with the residents before shut-offs are done. The goal of the department is to reduce the number of shut-offs.

**Councilor Lancaster** stated that he would like a process where the full cost of the inconvenience of shut-off is the responsibility of the resident. **Burgess** stated that they will collect data on return-to-service time involved and report back to the Council on their findings by means of a proposal or revised data.

**Sally Jacob**, 10500 SE 44<sup>th</sup> Avenue, voiced concern about a recession. There will be so many layoffs. She remembers that the city had a charity program for those unable to pay their utility bills. She asked if the Council is taking into consideration that part of the population that might find it difficult to pay for water. **Atwood** stated that people who are unable to pay their water bills because of special circumstances are referred to the low-income program that allows customer, by income, to pay a reduced rate. These residents must meet the guidelines based on how many people are living at their residence. Arrangements can be made to pay a smaller amount monthly so as to keep their bi-monthly bill lower. Staff can refer residents to other organizations for assistance in payment of their water bills.

**Councilor Marshall** suggested that assistance information be placed on one side of the past-due notice door hanger. **Atwood** stated that low-income information could be placed on the door hangers. **Burgess** stated that the intent of the door hanger is to get the resident's attention that shut off is pending. Public awareness on low-income information can be done through the *The Pilot* and other avenues.

It was the consensus of the Council to wait six months to see how this new process works on deterring shut offs.

**Councilor Lancaster** moved to increase the after-hour return to service fee to \$80/hr. **Councilor Marshall** seconded. Motion carried unanimously among the members present.

**Councilor Lancaster** moved for the first reading by title only of the ordinance amending the municipal code sections relating to utility fees and water service shut off. **Councilor Marshall** seconded. Motion carried unanimous among the members present. The ordinance was read for the first time by title only.

**Councilor Marshall** moved for the second reading by title only of the ordinance amending the municipal code sections relating to utility fees and water service shut off. **Councilor Newman** seconded. Motion carried unanimous among the members present. The ordinance was read for the second time by title only.

**Councilor Lancaster** moved to adopt the ordinance amending the municipal code sections relating to utility fees and water service shut off as amended. **Councilor Marshall** seconded. The motion passed unanimously among the members present.

**Ayes: Newman, Lancaster, Marshall, Bernard**

**Nays: None.**

III. A. 14

ORDINANCE No. 1895

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING SECTIONS 13.04.110, 13.04.120, 13.12.070, AND 13.14.060 OF THE MILWAUKIE MUNICIPAL CODE RELATING TO UTILITY FEES AND WATER SHUTOFF SERVICE.

Other Information: None.

**ADJOURNMENT**

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

**Mayor Bernard** adjourned the meeting at 7:45 p.m.

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Shirley Richardson, Recorder



To: Mayor and City Council

Through: Mike Swanson, City Manager Pro Tem

From: JoAnn Herrigel, Program Services Coordinator *JH*

Subject: Waste Redcution Plan and Metro IGA

Date: September 19, 2001

Action Requested

Adopt a resolution approving the activities in the 2001-2002 Annual Waste Reduction Plan and authorizing the City Manager to sign the attached Intergovernmental Agreement (IGA) with Metro. The IGA will grant the City \$8,876 in Metro Challenge funds to assist with implementation of the tasks in this year's Waste Reduction Plan.

Background

For the past eleven years the City of Milwaukie, along with all the other Metro-region local governments has received Challenge Grant funds from Metro. These funds are intended to assist local governments in maintaining and expanding our recycling and waste reduction activities. The funding level has remained relatively constant for the past several years although the Milwaukie allocation has declined due to the fact that allocations are based on population figures for the region.

Challenge Grant Funding History

Year	Total Challenge Grant Fund	Milwaukie Challenge Grant Allocation
Year One 90/91	\$ 681,000	\$ 5,373
Year Two 91/92	\$ 544,800	\$ 9,496
Year Three 92/93	\$ 496,106	\$ 8,012
Year Four 93/94	\$ 350,000	\$ 5,556
Year Five 94/95	\$ 450,000	\$ 7,127
Year Six 95/96	\$ 550,000	\$ 8,590
Year Seven 96/97	\$ 600,000	\$ 9,264
Year Eight 97/98	\$ 600,000	\$ 9,145
Year Nine 98/99	\$ 600,000	\$9,064
Year Ten 99/00	\$ 600,000	\$9,002
Year Eleven 00/01	\$ 600,000	\$8,849
Year Twelve 01/02	\$ 618,000	\$8,876

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF MILWAUKIE, OREGON, ADOPTING FISCAL YEAR 2000/2001 (YEAR TWELVE) ANNUAL WASTE REDUCTION PLAN AND AUTHORIZING THE CITY MANAGER TO SIGN AN IGA WITH METRO.**

**WHEREAS**, all local governments within the metropolitan area are required by the State through the leadership of Metro to provide an Annual Waste Reduction Work Plan,

**WHEREAS**, the Waste Reduction Work Plan for the City of Milwaukie is based on the Metro Regional Solid Waste Management Plan (RSWMP), and

**WHEREAS**, the City recognizes the need and importance of coordinated regional effort to ensure a fair and equitable distribution of the waste reduction efforts in our region,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILWAUKIE** to adopt the attached Fiscal Year 2000-2001 Annual Waste Reduction Plan and to authorize the City Manager to sign an IGA with Metro granting the city \$8,876 in Metro Challenge Funds for implementation of this year's waste reduction plan.

Introduced and adopted by the City Council of the City of Milwaukie, Oregon, on \_\_\_\_\_, 2001.

\_\_\_\_\_  
James Bernard, Mayor

ATTEST:

APPROVED AS TO FORM:  
RAMIS, CREW, CORRIGAN & BACHRACH

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

\_\_\_\_\_  
City Attorney

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and the CITY OF MILWAUKIE, hereinafter referred to as "Contractor", whose address is 10722 SE Main Street, Milwaukie, OR 97222

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the Annual Waste Reduction Program.
2. Term. This Agreement shall be effective July 1, 2001, and shall remain in effect through June 30, 2002 unless earlier terminated in conformance with this Agreement.
3. Services Provided. Contractor and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work.
4. Payment for Services. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of EIGHT THOUSAND EIGHT HUNDRED SEVENTY-SIX DOLLARS (\$8,876) in the manner and at the time designated in the Scope of Work, Attachment A.
5. Insurance. Contractor agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. Contractor also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

III. B. 5

6. Indemnification. To the maximum extent permitted by law, Contractor shall hold harmless Metro, its officers and employees from any claims or damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by Contractor's performance of this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30 day period.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

**For Contractor:**

Joann Herrigel  
City of Milwaukie  
10722 SE Main Street  
Milwaukie, OR 97222

**For Metro:**

Office Of General Counsel  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project

Managers:

**For Contractor:**

JoAnn Herrigel  
City of Milwaukie  
10722 SE Main Street  
Milwaukie, OR 97222  
(503) 786-7508  
FAX (503) 652-4433

**For Metro:**

Bryce Jacobson  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1663  
FAX (503) 797-1795

Contractor may change the above- designated Project Manager by written notice to Metro. Metro may change the above-designated Project Managers by written notice to Contractor.

10. Attorney Fees. In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.

11. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

12. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

13. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CITY OF MILWAUKIE

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment A

**SCOPE OF WORK**

I. Task: Funding for Year 12 of the Annual Waste Reduction Program Planned Maintenance Activities for Local Government.

a) Term: July 1, 2001 to June 30, 2002

b) Contractor's responsibilities. Contractor shall:

1. Provide to Metro a copy of the Contractor's Resolution or Ordinance approving this Intergovernmental Agreement including all of its attachments.
2. Ensure that by June 30, 2002, the minimum activities specified in Attachment B, the "Planned Maintenance Activities" have been completed.
3. On or before August 1, 2002, submit the following:
  - A) Attachment B with all reporting sections fully filled out.
  - B) Demonstrate compliance with OAR 340-090-0040.

c) Metro Responsibilities. Metro shall:

1. Provide technical assistance to Contractor as necessary to develop, execute, monitor, and evaluate the project.
2. Provide assistance to Contractor on promotional and educational activities.
3. Monitor the general project progress and review as necessary the Contractor's accounting records relating to project expenditures.

d) Budget and Terms of Payment:

Upon completion of tasks in section (b)(1) of this Scope of Work, but no later than June 30, 2002, Metro shall pay contractor \$8,876 in one lump sum. Contractor and Metro recognize that the Annual Waste Reduction Program Planned Maintenance Activities for Local Government is a multi-year program and that future rounds of funding will depend in part on Contractor's performance in implementing Annual Waste Reduction Program Planned Maintenance Activities for Local Government during the term of this contract.

### **Part III: Maintenance of Existing Programs**

The FY 2001-02 allocation for the City Milwaukie equals \$ 8, 876. This represents 22% of the overall City solid waste and recycling budget.

#### **Program Overview Narrative:**

City staff continues to provide technical assistance to customers and to work with haulers to ensure adequate garbage and recycling services are provided. The City has developed agreements with Clackamas County staff to develop and distribute the majority of the recycling educational materials to customers and perform waste evaluations for businesses in the City. Schools within the City have always been, and continue to be, covered by the County's education coordinator, Eileen Stapp. The City will continue these arrangements with the County for Year 12.

A countywide mailer goes to all Milwaukie mail recipients each fall. This is an 8 page tabloid titled *Trash Talk*, focusing on multiple aspects of waste reduction. In addition, the quarterly County newsletter, *Citizen News*, which reaches all City residents, is used to highlight programs throughout the year. Brochures are placed in our library, the Chamber of Commerce office, the four City buildings, and distributed at special events such as the booth at the annual County Fair and Milwaukie Festival Daze. The City will work with the County to produce new residential recycling brochures reflecting the move toward automated collection and commingled collection, as will one explaining commercial recycling services. Labeling of recycling receptacles at multifamily complexes will continue to be updated to reflect the current sorting requirements.

There are four major activities that will consume most of the City's solid waste staff time in the city during this next year. First, new garbage rates were adopted in the City, effective July 1, 2001. With these new rates haulers will provide a new collection system for yard debris in the form of a 65-gallon yard debris cart. Providing education to customers on these new rates and the new collection service will require a great deal of time between July and October 2001.

Second, with the completion of the AGG litigation, the City will now have to finish implementing their residual solid waste ordinance, passed last year. This will require notification of all haulers in the region of the requirements placed on all those wishing to haul recyclables from single generators to MRFs for customers within the City. A monitoring and reporting system must be established to go along with this registration system.

Third, because AGG marketed fairly aggressively and was widely successful in winning over commercial customers in Milwaukie over the past year there are now a high number of commercial businesses that are concerned and unhappy about the franchise system. City staff is considering forming an ad hoc

III. B. 9

committee of businesses to review the franchise system and develop recommendations for Council consideration.

Finally, in May of 2004, the franchise agreements with the City's seven hauling firms will expire. City staff is proposing to do a thorough review of the City's franchise system to determine if any beneficial alternatives are feasible. This process will begin this year in the form of a customer service survey. Based on the results of this survey the City will decide whether to hire a consultant to pursue alternatives to the current franchise system.

**2001-02 Budgeted Funds:**  
\$618,000

**PLANNED MAINTENANCE ACTIVITIES FOR FISCAL YEAR 2001-02**

The Program Plan Table is divided into two sections: Planning and Reporting. The planning section lists program areas under the header marked "Tasks" which are to be completed in detail by Metro and local governments. All outreach, education, collection and other existing program efforts are to be listed under each task area with an associated implementation date noted under the heading "Planned Date." The section header "R/WP/B" identifies whether this particular program or activity is primarily recycling (R), waste prevention (WP) or both (B). This notation is to assist Metro in the collection of data for reporting to the Department of Environmental Quality on the region's waste prevention activities. The completed planning section of the table is due to Metro no later than June 1, 2001.

PLANNING			REPORTING	
Tasks	Planned Date	R/WP/B	Implemented Date	Implementation Status/Results
<b>Residential</b>				
▪ Pilot articles re: new yard debris carts and decreasing can size	• 9/01	B		
▪ Distribute new yard carts and provide customer support in establishing new collection system	• 10/01	B		
▪ Print and distribute new residential flier to all customers	• 10/01	B		
▪ Develop customer satisfaction survey and collate results	• 12/01	R		
<b>Multifamily</b>				
▪ Work w/Clack Cnty to update on-site	▪ On-going	B		

<p>collection systems, education and labelling at complexes</p> <ul style="list-style-type: none"> <li>▪ Work with Cnty on new flier for complexes</li> </ul>	<p>Spring 2002</p>	<p>B</p>		
<b>Home Composting</b>				
<ul style="list-style-type: none"> <li>▪ Article in Pilot re: no leaves in street</li> <li>▪ Fliers at Fest Daze, County Fair and Weekly farmers Market</li> <li>▪ Advertise bin sale in Pilot and display bin in Library +City Hall</li> </ul>	<ul style="list-style-type: none"> <li>▪ 9/01</li> <li>▪ 6/02</li> <li>▪ 8/01</li> <li>▪ 6/01-9/01</li> <li>▪ 4/02-5/02</li> </ul>	<p>B</p> <p>B</p> <p>B</p> <p>B</p> <p>B</p>		
<b>Commercial</b>				
<ul style="list-style-type: none"> <li>▪ Continue waste evaluations</li> <li>▪ Mail Trash Talk to all comm businesses</li> <li>▪ Clack staff to attend North Clack Chamber meetings</li> <li>▪ Complete School house grant project resulting in website waste exchange</li> <li>▪ Establish ad hoc task force to discuss franchise system and rates</li> </ul>	<ul style="list-style-type: none"> <li>▪ On-going</li> <li>▪ 10/01</li> <li>▪ On going</li> <li>▪ 12/01</li> <li>▪ 4/02</li> </ul>	<p>B</p> <p>B</p> <p>B</p> <p>R</p>		
<b>Construction &amp; Demolition</b>				
<ul style="list-style-type: none"> <li>▪ Distribute C+D Guides at permit office</li> <li>▪ Participate in C+D task force</li> <li>▪ Advertise C+D website access</li> <li>▪ Article in pilot re: demolition capacity at Metro South and new KB site in Canby</li> </ul>	<ul style="list-style-type: none"> <li>▪ On going</li> <li>▪ On-going</li> <li>▪ 12/01</li> <li>▪ 2/02</li> </ul>	<p>B</p> <p>B</p> <p>B</p> <p>B</p>		
<b>Household Hazardous Waste</b>				
<ul style="list-style-type: none"> <li>▪ Article re: Hazardous Waste facilities in Pilot (tag onto storm drain prohibition)</li> <li>▪ Update City video bulletin board with</li> </ul>	<ul style="list-style-type: none"> <li>▪ 2/02</li> <li>▪ On-going</li> </ul>	<p>B</p> <p>R</p>		

III. B. 12

<b>facility hours and locations</b> <ul style="list-style-type: none"> <li>▪ Place info in Trash Talk</li> </ul>	10/01	B		
<b>Regional Planning Support</b>				
<ul style="list-style-type: none"> <li>▪ Attend monthly director's meetings, LGRC meetings, RSWP revision meetings and any other meetings staff is requested to attend</li> </ul>	<ul style="list-style-type: none"> <li>▪ On-going</li> </ul>	B		
<ul style="list-style-type: none"> <li>▪ Provide input and info whenever requested</li> </ul>	<ul style="list-style-type: none"> <li>▪ On-going</li> </ul>	B		
<b>School Outreach and Education</b>				
<ul style="list-style-type: none"> <li>▪ Meet with Clack Cnty staff to ensure Milwaukie schools are receiving adequate attention</li> </ul>	<ul style="list-style-type: none"> <li>▪ 8/01</li> </ul>	B		
<ul style="list-style-type: none"> <li>▪ Conduct phone survey of school principals to determine needs?</li> </ul>	<ul style="list-style-type: none"> <li>▪ 9/01</li> </ul>	B		
<ul style="list-style-type: none"> <li>▪ Co-Sponsor Annual Poster/Slogan Contest</li> </ul>	Winter 2002	B		
<ul style="list-style-type: none"> <li>▪ Newsletter to schools</li> </ul>	Fall & Spring	B		
<ul style="list-style-type: none"> <li>▪ Recycle Awareness Week packets to each school</li> </ul>	Fall 2001	B		
<ul style="list-style-type: none"> <li>▪ Earth Day event</li> </ul>	April 2002	B		
<ul style="list-style-type: none"> <li>▪ Oregon Green School program – promotion of and recognition</li> </ul>	Ongoing			
<ul style="list-style-type: none"> <li>▪ Integrate Worm Bins into schools for lunchroom waste</li> </ul>	On-going			
<b>Other</b>				
<ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul>				



To: Mayor and City Council  
Through: Mike Swanson, City Manager  
From: JoAnn Herrigel, Program Services Coordinator *JH*  
Subject: Public Access Studio – Five year IGA  
Date: September 20, 2001

Action Requested

Authorize the City Manager to sign the attached IGA with Clackamas Fire District # 1 changing the term of the City's agreement for sharing of a District facility located at 6596 SE Lake Road for use by Milwaukie as a Public Access Studio to five years.

Background

In March of 2001, the City Manager signed an IGA with Clackamas Fire District #1 providing for the sharing of a facility located at 6596 SE Lake Road for use by Milwaukie as a Public Access Studio. Transfer of the Public Access Studio to this space from the International Way site went very smoothly and the studio has been up and running since January, 2001. The City has contracted with Richard Beck of Videobeck to operate the studio.

The arrangement with the Fire District to use building on Lake Road has worked out very well. Staff has had only good reports from the operator and users of the studio regarding the new studio. The only issue that remains is to establish a direct feed from the Lake Road building to the AT+T headend. The lack of this direct feed has caused the operator to have to "run", or transport tapes from the studio to City Hall in order to broadcast them. This is awkward, logistically, in that there is often a delay in rectifying any malfunction in the play back equipment. In addition, the operator must drive back and forth to City Hall at regular intervals to change tapes.

III. C. 2 ort -- (title of report)

In June, AT+T provided the City with an estimate for the installation of direct feed capacity to the Lake Road facility that staff feels is reasonable. AT+T has also indicated that they will work with the City to establish the direct feed and will allow us to cover the cost of installation using the PEG fee funds (for capital use only) from future years. The estimate for this infrastructure change would be about \$28,000. Given this cost, staff feels that it is important to extend the agreement with the Fire District beyond the current one-year IGA. At their September meeting, the Fire District Board agreed to a five-year term for this IGA.

Fiscal Impact

Section 2.2.2 of the new IGA has a requirement that Milwaukie pay to the District \$250 per month (\$3,000/year) to cover general maintenance on the structure or any District-owned equipment on the premises. This fee would be effective July 1, 2002, allowing the City to place this amount in their next fiscal year budget.

These funds would be used for necessary maintenance activities like replacing carpet, repairing or replacing the roof or plumbing repair. The District would be responsible for doing the work. The City's funds would only contribute toward the cost of the work. The City would pay no other rent to the District for the facility.

Work Load Impacts

No staff work load impact. Studio operator workload would decrease slightly.

Alternatives

Deny authorization, leaving the existing IGA in place until March 2002 when Council could extend or terminate the IGA.

INTERGOVERNMENTAL AGREEMENT FOR  
SHARING A FACILITY

This AGREEMENT is entered into pursuant to the authority granted in Chapter 190 of the Oregon Revised Statutes, by and between the Clackamas County Fire District No. 1, herein after called "Clackamas", a fire protection district organized and existing under the Constitution of the State of Oregon and established pursuant to Oregon Revised Statute Chapter 478, and the City of Milwaukie, a municipal corporation, organized and existing under the city charter and the Constitution and laws of the State of Oregon, hereinafter called "Milwaukie".

This AGREEMENT is to provide for sharing of a Clackamas fire district facility for use by Milwaukie as a public access studio and for other uses beneficial to both agencies.

Whereas, Clackamas and Milwaukie recognize a common purpose in providing consistent availability of public access television throughout the area, and

Whereas, Clackamas and Milwaukie desire to cooperate to provide effective and efficient public access services allowing local residents to stay abreast of current issues that affect both the district and the city; and

Whereas, Clackamas owns a facility in close proximity to Milwaukie that is suitable for use as a public access studio; and

Whereas, Clackamas and Milwaukie have a history of success in cooperative efforts between the two agencies.

In consideration of those premises as generally recited, it is

AGREED:

1. STATEMENT OF PURPOSE

The common objectives of Clackamas and Milwaukie in entering into this Agreement are to provide an appropriate local facility in which to locate a public access television studio.

2. FACILITY RENT and USE

Clackamas and Milwaukie agree to work together to develop an appropriate site for a public access studio as outlined below.

2.1. SERVICES

2.1.1. Clackamas agrees to provide Milwaukie use of the building located at 6596 SE Lake Road (the "400 Building"), Milwaukie, Oregon and associated parking areas.

2.1.2. Milwaukie will have exclusive use of the site and will limit its use of the facility to those services necessary to provide and support a public access studio and associated activities.

2.2. CONSIDERATION

2.2.1. In consideration for the use of the facility, Milwaukie will provide to the District 30 hours per month of professional videography time, including such activities as filming, editing and other associated activities. This arrangement will be coordinated between the studio operator and the District Public Information Officer.

2.2.2 Milwaukie will pay a \$250 per month maintenance fee, beginning July 1, 2002 to cover general maintenance on the structure or any District-owned equipment on the premises. All other costs related to modifying the structure would be borne by the City.

2.2.3 No other rent will be charged for the use of the facility.

2.2.4 Milwaukie will pay for costs associated with operating the facility, such as utilities and all other operating costs.

2.2.5 Clackamas will provide interior and exterior maintenance and repair, Milwaukie will provide cleaning services to the interior of the building.

2.3. START UP COSTS

2.3.1. Milwaukie will provide and pay for all interior upgrades necessary to convert the facility into a public access studio. The Fire Chief or his designate will have the right to review and approve proposed changes to the building.

2.3.2. Building and other permits and related charges will be borne by Milwaukie

3. TERM OF AGREEMENT

This Agreement shall be in effect for five (5) years upon approval by both governing bodies. The Agreement shall continue thereafter on a month-to-month basis until amended or extended in writing. Either party may terminate this agreement at any time by giving ninety (90) days advance written notice that it desires to do so.

Upon termination of the agreement, equipment installed by Milwaukie will remain the property of Milwaukie. Milwaukie agrees that, upon termination, the building will be

Intergovernmental Agreement  
September 20, 2001

returned to Clackamas in a condition in as good or better condition than it now is, excepting normal wear and tear.

#### 4. FORCED LIMITATIONS

In the event there is state-wide legislation beyond the control of either party, limiting either property tax or the services provided by Milwaukie or Clackamas, this Agreement may be renegotiated. Renegotiating shall begin upon the written request of either party.

#### 5. INDEMNITY AND INSURANCE

Each party agrees solely to be liable for and hold the other harmless from any claims, actions or suits arising from its acts or those of its employees, officers, directors, agents, or volunteers in carrying out the purposes of this Agreement. Each party agrees to maintain liability insurance for risks arising out of this Agreement, which covers the other party as an additional insured.

Each party agrees to provide workers' compensation insurance for its employees, and to hold the other party harmless for injuries and work-related illnesses to its employees. Milwaukie agrees to insure the structure and contents and to indemnify Clackamas with an all-risk policy including earthquake and flood for any damage and destruction of building, tenant improvements and betterments, and contents for full replacement costs. Coverage should extend to increased cost of construction and demolition.

Each party agrees that neither party shall act as the agent of the other, and no employee of one party shall be considered to be an employee of the other party for any purpose.

#### 6. DISPUTE RESOLUTION

Both parties recognize that interpretation of the terms or intent of this agreement may be challenged from time to time. In the event of any disagreement, both parties agree to meet and discuss potential resolutions.

#### 7. AMENDMENT

This Agreement may be amended only in writing upon the mutual consent of both parties.

III. C. 6 tal Agreement  
September 20, 2001

This Agreement, entered into in duplicate original, is subscribed to by the following parties:

Subscribed this \_\_\_\_ day of \_\_\_\_\_, 2001

**CITY OF MILWAUKIE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Mike Swanson, City Manager Pro Tem

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

---

Subscribed this \_\_\_\_ day of \_\_\_\_\_, 2001

**CLACKAMAS FIRE DISTRICT #1**

BY: \_\_\_\_\_  
Milo Haas, Board President

BY: \_\_\_\_\_  
Randy R. Bruegman, Fire Chief

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

---



To: Mayor and City Council

Through: Mike Swanson, City Manager

From: Esther L. Gartner, IST Manager *EH*

Subject: Clackamas County IGA for COGO Data

Date: September 17, 2001 for October 2, 2001 Council Meeting

Action Requested

Staff requests that the City Council authorize the Council President and/or Mayor to sign the attached intergovernmental agreement with Clackamas County. This contract, would give the City the ability to leverage sub-meter accurate parcel data currently being collected by the County as a new measuring standard for our current Geographic Information Systems (GIS).

Background

The City of Milwaukie has made a significant investment in its new Global Positioning System (GPS) to acquire and capture geographic data. The Public Works staff is currently collecting data on water lines, street signs and future projects, which include mapping the sewer line systems. It should be noted that GPS data is accurate to under a meter, usually under a foot. Our current base tax lot data has positional accuracy errors approaching 15 feet! When combining the two layers in mapping city infrastructure the questionable accuracy of the tax lots interferes with the positional accuracy of the GPS data. The new tax lots will blend well with the new GPS technology and result in maps with superior positional accuracy and improved overall appearance.

Fiscal Impact

The cost of the four-year project is not to exceed \$20,000, based on a "pay as you go" basis. The County will bill the City of Milwaukie no more than once a month for work performed until the project is complete. The IST Department has already set aside \$10,000 in the current budget to cover this year's anticipated

**III. D.** 2 Report – Clackamas County IGA for COGO Data

costs. The IST Department will budget appropriately in subsequent years to cover the anticipated costs for work performed through the County. It will not be necessary for the City to purchase any additional software to view or display these new data. The County as per the attached IGA will perform updates to the tax lots as the need arises.

Work Load Impacts

Milwaukie GIS will assist the county in locating and capturing the necessary control points using a GPS to register the new tax lots to points on the earth. The creation of the tax lots and future updates will be performed by the County. Inauguration of the new data will require the editing of other data layers to spatially correspond with the newer, more accurate tax lot lines. These updates will be performed by Milwaukie GIS. All base maps currently available from this department: zoning, land use, streets and other basic maps will require editing and correction to vertically integrate with the new lot lines. Completion of these updates to associated GIS data should take no longer than 14 days to complete.

**Intergovernmental Agreement between  
The City of Milwaukie and Clackamas County  
for Mapping Services**

This agreement is between the City of Milwaukie, hereafter called City, and Clackamas County, hereafter called County.

This agreement shall be in effect until July 1, 2005.

I. Scope of Intergovernmental Agreement:

This Intergovernmental Agreement describes the methods and procedures to be followed by the City and County to produce digital parcel maps. These digital tax lots will be the base for the City's Geographic Information System and will be maintained by the County.

II. Statement of Work

A. The County agrees to accomplish the following work under this agreement:

1. Utilize coordinate geometry procedures to enter the following information from all plat maps or tax lot maps within the urban service boundary of Milwaukie within Clackamas County: tax lot lines; road right-of-ways; and railroad right-of-ways. Water bodies that are necessary to create closed tax lot polygons will also be included.
  - a. The entire footprint of each condominium unit will be captured. For multistory units, only the ground floor unit will be captured.
  - b. Coordinate control in State Plane NAD (North American Datum) 83-91 (international feet) will be used to tie in all information converted from plats and other source documents. The primary source of these control points will be from a GPS control network or from high definition orthophotography used for photometric data generation provided by the City or survey corner restoration from the County.
2. Additional lines or deleted lines created by minor partitions, lot line adjustments and vacations will be added from the tax lot maps. Deleted lines will be shown with a dashed line.
3. The COGO coverages will be converted to polygon coverages. Label points will be added at the interior centroid of each lot.

### III. D. 4

4. A polygon attribute table will be created for each plat. The table will contain the following attributes for each lot.
  - a. Unique numeric polygon identifier
  - b. Tax lot number formatted as 21ExxQQ, where:
    - xx is the section number (e.g. 14 or 02)
    - QQ is the quarter section number (e.g. "DD" or "{blank}{blank}")
  - c. Tax lot number (e.g. 12000 or 00100)
5. A line attribute table will be created which contains the following attributes for each lot boundary segment:
  - a. Unique numeric identifier
  - b. Bearing
  - c. Distance
  - d. One letter code "D" if deleted line.
  - e. One letter quality code as follows:
    - (1) {blank} = data sufficient for closure
    - (2) A = adjusted. Insufficient or erroneous data giving closure error greater than tolerance value. Line adjusted at County's discretion to close traverse.
6. Each parcel will be annotated with the address facing the street.
7. All streets will be annotated
8. Edgematching and checks between all converted tax lot information will be done before the data is entered into the County tax lot library.
9. Deliver to the City GIS map layers in ArcInfo coverage format and database files in .dbf format.

#### B. The City agrees to accomplish the following work under this agreement:

1. Assist in project procedures planning
2. Assist in quality assurance procedures and where some lot line questions arise
3. Deliver control points in digital form or some other means of agreed upon control. (*By agreed upon control, we cover that in II, A. 1(b)*)

#### C. A pilot project plan will be developed to address potential issues identified for the larger project. A pilot project area consisting of approximately five plats will test all procedures identified in the project plan. All steps will be critically evaluated by the project team and will result in refinement of the overall project plan. The pilot project will be completed within two months of the start of the project.

D. The County agrees to complete all work under this agreement by July 1, 2005.

III. Consideration

- A. City agrees to pay the County an amount not to exceed \$20,000 for performance of this agreement. Based upon cost accounting information the County will invoice the City for services performed during the completion of the project. Invoices will not be issued more frequently than once per calendar month.
  - 1. This payment shall be the sole monetary obligation of the City and the City's obligation to pay is limited by the provisions of Section X, Termination.
  - 2. Payment of all operating costs, federal, state, county or city taxes, assessments and any other charges imposed by law upon employers shall be the sole responsibility of the County.
- B. Interim payments shall be made to the County on the basis of monthly invoices for costs incurred. City shall make payments to the County on approval of invoices.
- C. The City will not reimburse the County for travel expenses incurred in the performance of this contract.
- D. All requests for payment must be submitted to:

Accounts Payable  
City of Milwaukie  
10722 SE Main Street  
Milwaukie, OR 97222

IV. Subcontracts

The County may enter into subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the City. The County will notify the City of any subcontracts executed for the work under this agreement. The City will not be held responsible for making payments to or the work performed by any subcontractors used by the County.

V. Project Officers

- A. The City has designated Craig Holman as Project Manager for this agreement.
- B. The County has designated Eric Bohard as Project Officer for this agreement.

VI. Changes

No changes or waivers of provisions of this agreement will be valid until they have been reduced to writing, approval and signed by both parties.

### III. D. 6

#### VII. Non-Performance

Neither party shall be held responsible for the delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be foreseen or provided against. Either party may terminate the agreement, effective with the giving of written notice, after determining such delay or failure will reasonably prevent successful performance in accordance with the terms of the agreement.

#### VIII. Retention of Records and Reports

The County agrees to maintain records of costs and services provided to document the project and fully support billings. All books, records and other documents relevant to this agreement shall be retained for:

1. Three years after the end of the fiscal year during which they were created:  
or
2. Any longer period which may be required to complete any audit or to resolve any pending audit findings.

#### IX. Access to Records

The City, County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor and any subcontractors which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

#### X. Termination

This agreement may be terminated by mutual consent of both parties, or by either party for any reason whatsoever upon 30 days notice, in writing and delivered by certified mail or in person to the other. Any termination under this Section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### XI. Non-Discrimination

County agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations.

#### XII. Ownership

Clackamas County is the designer and developer of the tax lot products specified in this agreement and the tax lot products remain the property of Clackamas County. Clackamas County and the City of Milwaukie are the co-owners of the parcel layer specified in this agreement and the parcel layer is the joint property of these agencies.

XIII. Funds Available and Authorized

The City certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the City's current appropriation or limitation.

XIV. Nonrepresentation of Accuracy

While highly accurate computerized procedures will be used for creation of the taxlot data product, both parties agree that the digital data is to be used for general planning and mapping purposes only; for example, in cases of property transactions or private zoning decisions the County disclaims any responsibilities for such use.

XV. Signatures

The City has acted in this matter pursuant to Resolution \_\_\_\_\_ adopted by the City Council on the \_\_\_\_ of \_\_\_\_\_, 2001.

The County has acted in this matter pursuant to Agenda No. \_\_\_\_\_ adopted by the Clackamas County Board of Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 2001

**CITY OF MILWAUKIE**

**CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
James Bernard, Mayor

\_\_\_\_\_  
Michael Jordan, Chair

\_\_\_\_\_  
Millicent Morrison, Recording Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
County Counsel



**To: Mayor and City Council**

**Through: Mike Swanson, City Manager**  
**Scott Burgess, Community Development Director Pro-Tem**  
**Dennis Lively, Engineering Director**

**From: Jack R. Ostlund Jr., Associate Engineer**

**Subject: Volume Based Sewer Rate Implementation**

**Date: September 11, 2001 for October 2, 2001, City Council Meeting**

**Action Requested**

Adopt a resolution implementing the volume based sewer rate, identifying special cases, and classifying the fees as not subject to property tax limitations.

**Background**

On September 4, 2001, the City Council adopted Resolution No. 29-2001 establishing a volume based sanitary sewer rate structure. The proposed resolution establishes a January 1, 2002, implementation date and identifies how special-case customers will be billed equitably for their usage.

**Discussion**

Staff is currently working on implementation issues for this rate structure and feels that three to four months will be necessary to test software, load existing water consumption data, hire staff, and provide additional quality control during initial transfer to the new structure.

The City currently has a number of customers that have unique situations and have circumstance that make the billing process difficult under standard operations. These cases are as follows:

### **Customers with No Water Usage Data (New Accounts/Change in Accounts/No Data)**

Issue: There are four types of customer that could be affected by this issue:

- New Accounts,
- Changes in Accounts,
- Non-City Water Customers (Well-users, Non-City Customers such as Clackamas River Water District, Oak Lodge Water District, and City of Portland Water users),

These three types of customers are characterized by an absence of data. For these customers, we recommend the City charge them the customer-class system average (14 CCF). Staff recommends re-visiting this decision in two years to evaluate the equity of this decision.

- Zero Usage Customers.

Unlike new, change in accounts, and well-users, existing customers with zero usage during the winter months do have a usage history. They were part of the system but have a "Winter Average" that is not indicative of their average wastewater discharge. For a variety of reasons, the customers did not occupy their homes during the defined winter period and have no sewer usage.

When volume-based rates are implemented, zero-usage customers present a problem because the billing system for wastewater service would be based on each customer's previous year winter usage. Because of this unique situation, staff must explore other alternatives for estimating or obtaining average wastewater use. The alternatives for billing customers with no "Winter Average" history are listed below.

#### **Alternatives**

- Base the charge on the system-wide average:
- Base the charge on a minimal lifeline charge such as two hundred cubic feet (CCF) for a single-family customer
- Only charge customers the fixed charge.

#### **Analysis**

The first option would be to base the charge on a system-wide average and is simple to calculate and administer. This method does not give customers who vacation during the winter months a discount for their absence nor does it significantly overcharge customers who do not establish a "winter average". Customers with zero winter usage or no "Winter Average" history will be charged a rate consistent with their expected use, although individual customers may be overcharged or undercharged.

The second option would be to charge customers a minimum lifeline usage amount such as 2 CCF for a monthly period. This would prevent most customers from being overcharged. At the same time, this would also prevent customers from “manufacturing” a “Winter Average” by leaving a slight drip or asking neighbors to turn on outside taps or occasionally flush a toilet. In opposition, this method may not fully account for the usage of customers, at approximately 50 gallons per day.

The third option would be to charge all zero-usage customers only the minimum charge. This method would assume their discharge is zero until an average is established. In a few cases such as customers who leave during the winter months, the “winter average” may never be established. This method will never fully account for the usage of such customers.

Due to the large number of customers in the City with zero-volume usage during the winter months or no volume history, there would be an impact on the rates based on the policy that the City Council chooses to adopt that might effect the neutral revenue target.

### **Recommendation**

Any of the options are viable based on the philosophy and direction the City wishes to take. Staff recommends using *Option Two*, based upon our experience these residents typically are senior citizens with low usages.

#### **• Customers with no flat fee charge during non-residing months**

Currently customers that do not reside at their residence for part of the year and have their water service “closed”, and do not have to pay any bill to the City for services. The adopted system is made up of both a flat and variable fee. The flat fee is meant to recover the cost of maintenance, repair, and replacement of the City's collection system. The variable fee recovers the cost of treating the wastewater that is produced. Staff recommends that all customers should have to pay, as a minimum, the flat rate in all months of the calendar year. This would be to equitably recover and share the costs, other than treatment, of maintaining the collection system.

### **Fiscal Impact**

This change would more equitably recover the cost of maintenance, repair, and replacement of sanitary sewer infrastructure by recognizing all those for whom the system is maintained as twelve-month customers.

**Work Load Impacts**

The change would have little effect in the work load of staff.

**Alternatives**

1. Adopt the recommended charge of flat fee payment
2. Keep the existing rate structure

**Recommendation**

Staff recommends using alternative 1, the minimum charge would be that to support infrastructure maintenance, repair, and replacement.

• **Hiring a ½ time employee in Finance**

As was mentioned in the adoption memos, it will be necessary to hire a ½ time employee to aid in the implementation and maintenance of the new rate structure.

**Fiscal Impact**

The estimated cost of adding an additional ½ time employee is \$20,000 a year (salary and benefits). This cost is built into the adopted rates.

**Work Load Impacts**

Hiring of ½ time employee is necessary.

**Recommendation**

Authorize a .5 FTE accounting tech position and approve the necessary allocation.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, SETTING THE IMPLEMENTATION DATE FOR THE VOLUME BASED SEWER FEES AS JANUARY 1, 2002, AND CLASSIFYING THE FEES IMPOSED BY RESOLUTION 29-2001 AS NOT SUBJECT TO ARTICLE XI, SECTION 11(B) OF THE OREGON CONSTITUTION.**

**WHEREAS**, Milwaukie Municipal Code Section 13.12.070 provides that sewer service fees shall be established by resolution of the City Council; and

**WHEREAS**, the City Council established these charges by adopting Resolution 29-2001 on September 4, 2001; and

**WHEREAS**, the fee increase is not an alternative source of funding to make up for ad valorem property tax reductions.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Milwaukie that the Milwaukie City Council establishes the following revisions to the volume based sewer charges:

Section 1: The City Council recognizes the time necessary for the system changes and adopts an implementation date for the volume based sanitary sewer rate of January 1, 2002.

Section 2: The City Council approves the following selected alternatives for the special cases identified in the application of the new rate structure.

- A. For Customers with no water usage data (new accounts/changes in account/ no data). Option 2, Charge customers a minimum lifeline usage of four hundred cubic feet for a bimonthly period.
- B. Customers currently with no charges during non-residing months. Fairly distributing the fixed sewer system charges to all customers for each month. Since this cost for system maintenance, repair and replacement no matter what the usage is, it will be used as a minimum billing.
- C. For implementation and maintenance of the new system, create an additional half time position in the Financial Department. Funding for this was included in the new rate structure.

**III. E. 6**

Section 3: Classification. The City Council determines that the fees imposed by Resolution 29-2001 are not taxes subject to the property tax limitations of Article XI, Section 11(b) of the Oregon Constitution.

Introduced and adopted by the City Council of Milwaukie on \_\_\_\_\_.

\_\_\_\_\_  
James Bernard, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ramis, Crew, Corrigan & Bachrach, LLP



To: Council President and City Council  
 Through: Mike Swanson, City Manager *[Signature]*  
 From: Mary Rowe, Director of Human Resources *[Signature]*  
 Subject: Job Classifications  
 Date: September 25, 2001

Action Requested

- 1) **Authorize the City Manager to amend the Administrative Specialist Classification to broaden the scope of duties.** By doing this the classification will be able to encompass others in the organization operating at the same level with different program areas of responsibility. In particular the classification will be expanded to include the area of crime analysis in addition to risk management.
- 2) **Reclassify the current Staff Assistant in Police, Jill Martin, to Administrative Specialist.** Currently the way in which the staff assistant in the Police Department is being utilized more closely matches the knowledge, skills, and abilities found in the Administrative Specialist classification. The Personnel Scale and Payroll Scale for the Administrative Specialist will remain the same. As a side note the incumbent would be moving from a represented (AFSCME) position to a non-represented position.

Employee Group	Classification	Personnel Scale	Payroll Scale
Non-Represented	Administrative Specialist	Remains the same 10.0	Remains the same 20.0

III. F. 2 Report – Job Classifications

Page -- 2

Background

Job duties and responsibilities must be modified as the needs of the organization change. When these changes are significant, they trigger modification of the job description and a subsequent classification analysis. A job analysis questionnaire was completed for this position. The scope of duties was reviewed and found to more closely match the knowledge, skills, and abilities, found in the Administrative Specialist classification. The position is responsible for crime analysis functions and now devotes ½ of the weekly hours to this task. Another major portion of the duties involves processing traffic citations, courtesy notices, and Field Contact Reports (FCR's).

The classification for Administrative Specialist stayed the same with regards to level of knowledge, skills, and abilities needed for the position. It also stayed the same with regards to having responsibility for a program area. In this case it was expanded to include the option that the program area of responsibility could be crime analysis instead of being limited to risk management.

Concurrence

The classification specification for the Administrative Specialist has been modified in collaboration with the Chief of Police and the Interim Director of Human Resources and reviewed by the Director of Human Resources.

The job analysis questionnaire for the staff assistant in the Police department was reviewed and analyzed by the Interim Director of Human Resources and determined to more appropriately fit the Administrative Specialist classification with regards to knowledge, skills, and abilities required and scope of duties. The Director of Human Resources has reviewed and concurs with this finding.

Fiscal Impact

The fiscal impact of modifying this position is illustrated in the following table.

Status	Classification	Steps					
		A	B	C	D	E	F
Current	Staff Assistant	2315	2431	2553	2681	2815	2956
New	Administrative Specialist	2815	2956	3104	3259	3422	3593

Shaded pay levels indicate the proposed rate-of-pay for the incumbent employee. The effective date of the reclassification would be August 1, 2001.

Work Load Impacts

Currently, the Staff Assistant is working out-of-class. This proposal for reclassification brings the position description and internal alignment of the position in line with the actual duties.



# Ledding Library Board

## August minutes

### DRAFT

Monday, August 27, 2001  
6:30 PM  
Ledding Library

**Meeting called by:** Sue Trotter

**Attendees:** Attendees: Pat Healy, Tom Hogan, Anna O'Guinn, Shannon Scott, Sue Trotter, and Ed Zumwalt.

Staff: Cynthia Sturgis

### Agenda topics

Approval of minutes

June minutes were approved as written

#### Librarian's report

The City of Milwaukie will be offering a government education series for new employees, City Council members, and new board/commission members. When groups visit each department, staff will provide information about what projects are in progress, how the department functions, perhaps provide a tour of the facility, etc. Cynthia asked Board members if they would be interested in having a member be part of this orientation program for the library. It was agreed by all that a representative would participate. The tentative date for the first session is Thursday, November 1 at 3:00. More discussion will be scheduled for the September agenda.

Expansion project.

Pat and Cynthia reported on a telephone conversation with consultant Dallas Shaffer outlining what we need from a consultant at this point.

- Direction in outlining major steps in the process
- A functional assessment of projected space needs 20 years out.
- Preparation of a report to Council
- Guidance in an ongoing public involvement process
- Advice in hiring a construction planner and selecting an architect

Staff will be sending Dallas updated census information with projections and a building report from Kelly Somers, the City's facility's manager. Dallas plans to meet with our building expansion group sometime in November, a followup meeting in January, and should be able to have a report for Council by February.

Other business

Ed reported that the committee to discuss use of the Safeway property has not met yet. He will be part of that group once they begin meeting.