



**Regular Session**

**RS**

**Milwaukie City Council**



**MINUTES**  
**MILWAUKIE CITY COUNCIL**  
[www.milwaukieoregon.gov](http://www.milwaukieoregon.gov)

**REGULAR SESSION**  
**JANUARY 7, 2014**

**Mayor Ferguson** called the 2,165<sup>th</sup> meeting of the Milwaukie City Council to order at 7:20 p.m. in the City Hall Council Chambers.

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

**Staff Present:** City Manager Bill Monahan, Assistant to the City Manager Teri Bankhead, City Recorder Pat DuVal, Interim Police Chief Steve Bartol, Police Captain Dave Rash, and Engineering Director Gary Parkin

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS**

None scheduled

**CONSENT AGENDA**

It was moved by Council President Hedges and seconded by Councilor Gamba to approve the consent agenda as presented.

- A. City Council Meeting Minutes of December 3, 2013;
- B. Resolution 3-2014: A Resolution of the City Council of the City of Milwaukie, Oregon, authorizing the Mayor to sign a Franchise Extension Agreement with Comcast, extending the term of the current Comcast Cable Franchise to January 31, 2016;
- C. Resolution 1-2014: A Resolution of the City Council of the City of Milwaukie, Oregon, designating the first and third Tuesdays of each month as the regular City Council meeting date, establishing the times of the said meetings, and repealing Resolution 1-2013;
- D. Resolution 2-2014: A Resolution of the City Council of the City of Milwaukie, Oregon, designating the Clackamas Review, The Oregonian, and The Daily Journal of Commerce as the papers of record for the City of Milwaukie; and
- E. An OLCC application for Pho Thap Ba, located at 10574 SE 32<sup>nd</sup> Av, New Outlet.

Motion passed with the following vote: Councilors Hedges, Gamba, Miller, and Churchill and Mayor Ferguson voting "aye." [5:0]

**AUDIENCE PARTICIPATION**

Mr. Monahan reported that at the previous meeting one citizen had spoken about his experience with photo radar three years ago, and the City Council indicated it would consider renewing the photo radar contract in early 2014. The gentleman seemed satisfied with that response.

**PUBLIC HEARING**

None scheduled

## OTHER BUSINESS

### A. Authorize the Mayor to Execute an Intergovernmental Agreement with the City of Portland for the Regional Justice Information System (RegJIN) – Resolution

**Police Capt. Dave Rash** provided the staff report. He described the data system and improvements to the records management system.

**Councilor Gamba** discussed costs and asked how much would be saved going with this system rather than doing a portion in house.

**Capt. Rash** responded Milwaukie's costs seemed a little high, but he thought it would even out.

**Councilor Churchill** understood it was a more effective system, and it seemed having Clark County data in the system was valuable.

It was moved by Council President Hedges and seconded by Councilor Churchill to adopt the Resolution authorizing the intergovernmental agreement between the City of Milwaukie and the City of Portland to establish a user board of the Regional Justice Information System (RegJIN). Motion passed with the following vote: Councilors, Hedges, Gamba, Miller, and Churchill and Mayor Ferguson voting "aye." [5:0]

#### RESOLUTION NO. 4-2014:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILWAUKIE AND THE CITY OF PORTLAND TO ESTABLISH A USER BOARD OF THE REGIONAL JUSTICE INFORMATION SYSTEM (REGJIN).

### B. Good Neighbor Motion – Resolution

**Mr. Parkin** and Good Neighbor Committee (GNC) **Chair Karin Power** requested that the City Council consider acceptance of the Committee's recommendation to request that the Clackamas County Service District #1 (CCSD#1) commit up to \$150,000 in funds from the Good Neighbor Fund to complete a landscaping design to buffer the Kellogg Treatment Plant and begin implementation.

**Ms. Power** said the proposed landscaping plan would replace dead and dying trees along McLoughlin Boulevard and the riverfront as well as help mitigate odor. The GNC developed a rough landscape plan for property within 200 yards of the Plant property which was reviewed by Plant staff and City Planning Department staff. It was now at the stage where the Committee was ready to engage a professional to refine the Plan. The GNC began the process and received a proposal from the firm of PLACE. Under the terms of the intergovernmental agreement (IGA), the City Council would need to authorize the use of funds for this purpose.

**Mayor Ferguson** noted Water Environment Services (WES) collected \$1 per month per equivalent dwelling unit (EDU) for the Good Neighbor Fund.

**Councilor Churchill** asked if the landscaping would discourage graffiti.

**Mayor Ferguson** said there was some discussion of a mural project on the tanks.

**Ms. Power** added there will be a mix of understory and overstory foliage, and something in front of the tanks could be considered.

**Councilor Gamba** liked the mural suggestion and thought it would likely deter tagging. He asked if there were any theories as to why the trees were dying in front of the Plant.

**Ms. Power** said soil samples were being taken, and the younger trees may not have gotten enough water. The trees being invested in now will be maintained. She was excited about the projects and commented the design firm had done beautiful work on other water fronts. There will be outreach to the Neighborhood District Associations (NDA) when the design was ready.

**Council President Hedges** asked apart from the visual aspect if the GNC was able to articulate other mitigation as he thought it likely the topic would come up at the RiverHealth Advisory Board.

**Ms. Power** replied trees were found to block the wind from carrying odors. In addition to landscaping, lighting was also allowed as a safety issue in the IGA.

**Gary Klein**, GNC member, supported the project that would help both sight and odor and urged the City Council to accept the Committee's recommendation.

It was moved by **Councilor Gamba** and seconded by **Councilor Miller** to adopt the Resolution accepting the recommendation of the Good Neighbor Committee to use the Good Neighbor Fund to fund the design and installation of landscaping for the purpose of providing a visual and odor screening of the Kellogg Treatment Plant. Motion passed with the following vote: Councilors, Hedges, Gamba, Miller, and Churchill and Mayor Ferguson voting "aye." [5:0]

#### RESOLUTION NO. 5-2014:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACCEPTING THE RECOMMENDATION OF THE GOOD NEIGHBOR COMMITTEE TO USE THE GOOD NEIGHBOR FUND TO FUND THE DESIGN AND INSTALLATION OF LANDSCAPING FOR THE PURPOSE OF PROVIDING A VISUAL AND ODOR SCREENING OF THE KELLOGG TREATMENT PLANT.

#### C. Regional Committee Assignments

**Mayor Ferguson** asked if there were any changes. Councilors identified a number of conflicts and corrections to the draft assignments.

#### D. Council Reports

**Councilor Miller** attended the bond measure subcommittee meetings and recent focus group meetings. The more information the citizens had about the reasons for the measure and how much could be saved, the more likely they were to support the bond. He felt a better job needed to be done of explaining the improvements.

**Councilor Gamba** encouraged people to visit the City website for new information about the measure and complete the short online survey. He also encouraged people to watch the Special Budget Committee meeting on January 29.

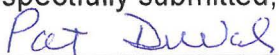
**Councilor Churchill** commented on Historic Milwaukie NDA concerns about Main Street Station security, and recommended it be on the 2014 list of City Council goals. He had also been approached about the location of the bike rack.

**Council President Hedges** announced the January 17 American Legion fundraiser to buy equipment for the emergency shelter and the February 27 Officer of the Year Banquet.

#### ADJOURNMENT

**Mayor Ferguson** adjourned the regular session at 8:00 p.m.

Respectfully submitted,



Pat DuVal, Recorder





**MILWAUKIE CITY COUNCIL  
REGULAR SESSION**

City Hall Council Chambers  
10722 SE Main Street  
[www.milwaukieoregon.gov](http://www.milwaukieoregon.gov)

**REVISED PACKET  
5 GENDA  
JANUARY 7, 2014**

2,165<sup>th</sup> Meeting

- 1. CALL TO ORDER** **Page #**  
Pledge of Allegiance

**2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**

**A. None scheduled**

**3. CONSENT AGENDA**

*These items are considered to be routine, and therefore, will not be allotted discussion time on the agenda; the items may be passed by the Council in one blanket motion; any Councilor may remove an item from the "Consent" agenda for discussion or questions by requesting such action prior to consideration of that part of the agenda.*

- |           |   |           |
|-----------|---|-----------|
| <b>A.</b> | <b>City Council Meeting Minutes</b>   | <b>2</b>  |
|           | <b>1. December 3, 2013, Regular Session</b>   |           |
| <b>B.</b> | <b>Authorize the Mayor to Sign a Franchise Extension Agreement with Comcast, Extending the Term of the Current Comcast Cable Franchise to January 31, 2016 – Resolution</b> | <b>5</b>  |
| <b>C.</b> | <b>Designate City Council Meeting Dates for 2014 – Resolution</b>   | <b>9</b>  |
| <b>D.</b> | <b>Designate the Papers of Record for the City of Milwaukie – Resolution</b>  | <b>10</b> |
| <b>E.</b> | <b>OLCC Application for Pho Thap Ba, 10574 SE 32<sup>nd</sup> Av, New Outlet</b>  | <b>11</b> |

**4. AUDIENCE PARTICIPATION**

*The Presiding Officer will call for statements from citizens regarding issues relating to the City. Pursuant to Section 2.04.140 of the Milwaukie Municipal Code, only issues that are "not on the agenda" may be raised. In addition, issues that await a Council decision and for which the record is closed may not be discussed. Persons wishing to address the Council shall first complete a comment card and return it to the City Recorder. Pursuant to Section 2.04.360 of the Milwaukie Municipal Code, "all remarks shall be directed to the whole Council, and the Presiding Officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous." The Presiding Officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.*

**5. PUBLIC HEARING**

*Public Comment will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.*

**A. None scheduled**

## 6. 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.*

- |           |   |           |
|-----------|---|-----------|
| <b>A.</b> | <b>Authorize the Mayor to Execute an Intergovernmental Agreement with the City of Portland for the Regional Justice Information System (RegJIN) – Resolution</b><br><b>Staff: Police Captain David Rash</b> | <b>13</b> |
| <b>B.</b> | <b>Good Neighbor Motion – Resolution</b><br><b>Staff: Operations Director Gary Parkin</b>   | <b>33</b> |
| <b>C.</b> | <b>Regional Committee Assignments</b><br><b>Mayor Ferguson</b>  | <b>39</b> |
| <b>D.</b> | <b>Council Reports</b>  |           |

## 7. INFORMATION

## 8. ADJOURNMENT

### Meeting Information

- Executive Sessions: The Milwaukie City Council may meet in executive session immediately following adjournment pursuant to ORS 192.660(2).
  - All Executive Session discussions are confidential and those present may disclose nothing.
  - 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.
  - Executive Sessions may not be held for the purpose of taking final actions or making final decisions.
  - Executive Sessions are closed to the public.
- For assistance/service per the Americans with Disabilities Act (ADA), please dial TDD 503-786-7555
- During meetings the Council asks that all pagers and cell phones be set on silent mode or turned off.



**Regular Session  
Agenda Item No.**

**3**

# **Consent Agenda**

**CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
DECEMBER 3, 2013**

**CALL TO ORDER**

**Council President Hedges** called the 2,163<sup>rd</sup> meeting of the Milwaukie City Council to order at 7:10 p.m. in the City Hall Council Chambers.

Present: Councilors Scott Churchill and Mark Gamba

Excused: Mayor Jeremy Ferguson and Councilor Mike Miller

Staff present: City Manager Bill Monahan, Assistant to the City Manager Teri Bankhead, City Attorney Tim Ramis, City Recorder Pat DuVal, Community Development Director Steve Butler

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS**

**A. Christmas Ships Parade Days**

**Council President Hedges** read a proclamation naming December 11 through December 20, 2013 as Christmas Ships Parade Days in the Dogwood City of the West and encouraged all citizens to greet the ships and crews as they arrived at the Milwaukie Boat Ramp.

Ron Bielenberg, Mayor of Scotts Mills, accepted the signed proclamation on behalf of the Christmas Ships organization.

**B. Announcement of the 2013 Ed Zumwalt Volunteer of the Year Award**

**Council President Hedges** announced that Dion Shepard had been selected as the 2013 Ed Zumwalt Volunteer of the Year Award recipient. The formal presentation and reception for Ms. Shepard was scheduled for the December 17, 2013, City Council meeting.

**CONSENT AGENDA**

It was moved by Councilor Gamba and seconded by Councilor Churchill to approve the consent agenda as presented.

**A. City Council Meeting Minutes:**

1. October 15, 2013, Regular Session and
2. November 5, 2013, Regular Session

**B. Resolution No. 84-2013: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing James Fossen to the Milwaukie Design and Landmarks Committee**

Motion passed with the following vote: Councilors Churchill and Gamba and Council President Hedges voting "aye." [3:0]

**AUDIENCE PARTICIPATION**

**Mr. Monahan** reported comments at the last meeting were reiterations from previous Council meetings by Mr. Parecki. The Charter amendment could be addressed at the



City Council goal setting session in January, and Councilor Miller would look into gathering more information on the trees.

**Marcus Reuter**, 5230 SE Logus Rd. His property was a 1.1 acre parcel and mostly a natural area. He had spent eight years clearing invasive species and restoring the property by planting 300 trees and shrubs. He was in the process of having it classified as backyard habitat. Sadly the habitat was deemed a debris pile, and Code Enforcement issued a citation. He contended his property was a natural area and asked the City Council to direct Code Enforcement to allow for habitat creation and rescind the citation. He would like to see the Municipal Code amended to allow for habitat restoration and green spaces.

**Mr. Monahan** said the City Prosecutor identified elements of the Code he felt were enforceable. It would be important to determine if the Code was consistent with the intent of the community.

**Mr. Ramis** said one option was to put the prosecution on hold while the Code was analyzed and amended.

**Council President Hedges** suggested putting the matter on hold until all the City Council members were present given possible ramifications to the community.

**Mr. Monahan** would direct Code Enforcement staff not to take any further action at this time, assemble the file, and discuss the matter in a conceptual way at the January 7, 2014, work session. The City Council would not rule on the actual question of this property and consider a proposed amendment to the Code.

## **PUBLIC HEARING**

None scheduled.

## **OTHER BUSINESS**

### **A. Habitat Development Agreement, Extension of Wildlands' Feasibility Period – Resolution**

**Mr. Monahan** provided the staff report in which the City Council was requested to approve the Resolution extending the feasibility period of Wildlands, provided for in the Habitat Development Agreement (HDA) between the City and Wildlands Capital Partners, LLC. He discussed the justification of extending the feasibility period through May 30, 2014.

**It was moved by Councilor Gamba and seconded by Councilor Churchill for adoption of the Resolution authorizing an amendment to the Habitat Development Agreement and Initial Escrow Instructions (“First Amendment”) between the City of Milwaukie and Wildlands Capital Partners. Motion passed with the following vote: Councilors Churchill and Gamba and Council President Hedges voting “aye”. [3:0]**

### **RESOLUTION 85-2013:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING AN AMENDMENT TO THE HABITAT DEVELOPMENT AGREEMENT AND INITIAL ESCROW INSTRUCTIONS (“FIRST AMENDMENT”) BETWEEN THE CITY OF MILWAUKIE AND WILDLANDS CAPITAL PARTNERS.**

**B. Council Reports**

No reports were given.

**ADJOURNMENT**

**It was moved by Councilor Gamba and seconded by Councilor Churchill to adjourn the regular session. Motion passed with the following vote: Councilors Churchill and Gamba and Council President Hedges voting “aye”. [3:0]**

**Mayor Ferguson** adjourned the regular session at 7:41 p.m.

Respectfully submitted,

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Pat DuVal, Recorder



MILWAUKIE CITY COUNCIL  
AGENDA ITEM SUMMARY

Agenda Item: **RS 3.B.**

Meeting Date: **1/7/14**

Title: **Comcast Franchise Agreement Extension**

**Prepared By:** Casey Camors, Finance Director

**Department Approval:** Casey Camors

**City Manager Approval:** Bill Monahan

**Approval Date:** January 7, 2014

**ISSUES BEFORE COUNCIL**

Adopt a resolution authorizing the Mayor to sign a franchise extension agreement with Comcast extending the term of the current Comcast cable franchise to January 31, 2016.

**STAFF RECOMMENDATION**

Adopt the attached resolution, allowing the extension of the Comcast franchise.

**KEY FACTS & INFORMATION SUMMARY**

The City's current Comcast Franchise Agreement extension will expire on January 31, 2014.

The proposed extension of the Comcast franchise is necessary to allow adequate time to complete the required ascertainment process and franchise negotiations with Comcast, if desired.

**OTHER ALTERNATIVES CONSIDERED**

None.

**CITY COUNCIL GOALS**

None related to this action.

**FISCAL NOTES**

None.

**ATTACHMENTS**

1. Staff Report
2. Resolution
3. Franchise Extension Agreement



## Attachment 1

### MILWAUKIE CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council

**Through:** Bill Monahan, City Manager

**Subject:** **Comcast Franchise Agreement Extension**

**From:** Casey Camors, Finance Director

**Date:** January 7, 2014

#### **ACTION REQUESTED**

Adopt a resolution authorizing the Mayor to sign a franchise extension agreement with Comcast extending the term of the current Comcast cable franchise to January 31, 2016.

#### **HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

July 2012 – the City's Comcast Franchise Agreement expired.

October 2011- City Council adopted a resolution extending the Comcast Franchise Agreement to January 31, 2014.

November 2013 – City Council directed staff to move forward with the Comcast Franchise Agreement Extension.

#### **BACKGROUND**

The City's current Comcast Franchise Agreement extension will expire on January 31, 2014. City staff recommends extending the current franchise agreement another two years. In order to extend the agreement, City Council may adopt a resolution and approve the franchise extension agreement extending to January 31, 2016. Reconsider ascertainment to begin in the spring of 2014.

#### **CONCURRENCE**

Comcast has agreed to the proposed extension.

#### **FISCAL IMPACTS**

None.

#### **WORK LOAD IMPACTS**

None.

#### **ALTERNATIVES**

Deny approval of the resolution and direct staff to take a different course of action.

#### **ATTACHMENTS**

1. Resolution
2. Franchise Extension Agreement



CITY OF MILWAUKIE  
*"Dogwood City of the West"*

**Resolution No.**

**A resolution of the City Council of the City of Milwaukie, Oregon, authorizing the Mayor to sign a Franchise Extension Agreement with Comcast, extending the term of the current Comcast Cable Franchise to January 31, 2016.**

**WHEREAS**, the Comcast cable franchise, effective July 7, 1999, expired on July 7, 2012; and

**WHEREAS**, the Comcast cable franchise extension agreement, effective October 18, 2011, will expire on January 31, 2014; and

**WHEREAS**, the City requires more time to complete the required ascertainment process and franchise negotiations than would be afforded by the current expiration date;

**Now, Therefore, be it Resolved** that the Mayor is authorized to sign a franchise extension agreement with Comcast extending the term of the cable franchise to January 31, 2016.

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

This resolution is effective on \_\_\_\_\_.

\_\_\_\_\_  
Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

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

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

Attachment 3

**FRANCHISE EXTENSION AGREEMENT**  
**For the**  
**City of Milwaukie/Comcast Cable Franchise Agreement**

WHEREAS, Comcast of California/Colorado/Florida/Oregon, Inc. ("Comcast"), currently holds a cable franchise with the City of Milwaukie ("City"), with an effective date of July 7, 1999 and expiration date of July 7, 2012 ("City Franchise"); and

WHEREAS, by letter dated September 24, 2009, Comcast initiated the renewal process under Section 626 of the Cable Act and reserved its statutory rights related thereto; and

WHEREAS, by letter dated October 20, 2009, the City replied, reserving its statutory rights in the same manner; and

WHEREAS, the City and Comcast extended the term of the franchise from July 7, 2012 through January 31, 2014 by franchise extension executed by the parties on October 18, 2011 and September 19, 2011, respectively; and

WHEREAS, the City and Comcast have determined that it is in both parties' best interest to extend the term of the City Franchise from January 31, 2014 through January 31, 2016.

NOW, THEREFORE, the City and Comcast agree as follows:

1. The City Franchise shall be extended up to and through January 31, 2016.
2. All provisions of the City Franchise, other than the duration of the City Franchise as set forth in Section 3.1 and 3.3, shall remain in full force and effect, through the extended date set forth herein.
3. The City and Comcast agree that execution of this extension does not waive any rights that either party has under Section 626 of the Cable Act.

ACCEPTED this \_\_\_\_ day of \_\_\_\_, 2014.

City of Milwaukie

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED this \_\_\_\_ day of \_\_\_\_, 2014.

Comcast of California/Colorado/Florida/Oregon, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_





CITY OF MILWAUKIE  
*"Dogwood City of the West"*

RS 3.C.

**Resolution No. 01-2014**

**A resolution of the City Council of the City of Milwaukie, Oregon, designating the first and third Tuesdays of each month as the regular City Council meeting date, establishing the times of the said meetings, and repealing Resolution 01-2013.**

**WHEREAS**, Section 20 of the Milwaukie City Charter requires the City Council to hold a regular meeting at least twice a month in the City at a time and at a place which it designates; and

**WHEREAS**, the Municipal Code Chapter 2.04.070 states that the City Council must provide notice of its regularly scheduled meeting times and locations; and

**WHEREAS**, the City Council adopted Resolution 01-2013, which set the Work Session and the Regular Session meeting on the first and third Tuesday of each month;

**Now, Therefore, be it Resolved** by the City Council of the City of Milwaukie, in the County of Clackamas, in the State of Oregon:

**Section 1:** The Regular Session City Council meeting will be held on the first and third Tuesday of each month at 7:00 P.M. in the Council Chambers at City Hall, 10722 SE Main Street or designated alternate location as required by the Public Meetings Laws of the State of Oregon.

**Section 2:** The City Council may schedule Work Session and Study Session if deemed necessary by the members and hold them either before or after the Regular Session or on alternative meeting dates. Further, the City Council may cancel any Work Session or Study Session if there are insufficient agenda topics to warrant convening a meeting.

**Section 3:** The City Recorder is directed to provide notice to the public of all City Council meetings as required by law.

**Section 4:** Resolution No. 01-2013 adopted January 2, 2013 is repealed.

**Section 5:** This resolution is effective January 7, 2014.

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Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

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Pat DuVal, City Recorder

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City Attorney



CITY OF MILWAUKIE  
*"Dogwood City of the West"*

RS 3.D.

**Resolution No. 02-2014**

**A resolution of the City Council of the City of Milwaukie, Oregon, designating the *Clackamas Review*, *The Oregonian*, and *The Daily Journal of Commerce* as the papers of record for the City of Milwaukie.**

**WHEREAS**, ORS 192.620, Public Meetings Law Policy, requires an "informed public aware of the deliberations and decisions of the governing bodies"; and

**WHEREAS**, ORS 193.010 defines a newspaper of general circulation, and ORS 193.020 defines a newspaper in which public notices may be published; and

**WHEREAS**, the *Clackamas Review*, *The Oregonian*, and *The Daily Journal of Commerce* meet the needs of the City and the requirements of State statutes;

**Now, Therefore, be it Resolved** that the Council of the City of Milwaukie, Oregon, designates the *Clackamas Review*, *The Oregonian*, and *The Daily Journal of Commerce* as the papers of record for the City of Milwaukie.

Introduced and adopted by the City Council on January 7, 2014.

This resolution is effective on January 7, 2014.

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Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

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Pat DuVal, City Recorder

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City Attorney



**To:** Mayor Ferguson and Milwaukie City Council  
**Through:** **Bill Monahan, City Manager**  
**From:** Steve Bartol, Acting Chief of Police  
**Date:** December 11, 2013  
**Subject:** **O.L.C.C. Application – Pho Thap Ba – 10574 SE 32<sup>nd</sup> Ave.**

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**Action Requested:**

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from Pho Thap Ba – 10574 SE 32<sup>nd</sup> Ave.

**Background:**

We have conducted a background investigation and find no reason to deny the request for liquor license.



**Regular Session  
Agenda Item No.**

**6**

# **Other Business**



Agenda Item: 6. A. A.  
Meeting Date: Jan 7, 2014

## **COUNCIL AGENDA ITEM SUMMARY**

**Issue/Agenda Title:** Recommendation that City Council adopts a resolution of the City of Milwaukie that Authorizing the Mayor to execute an Intergovernmental Agreement with the City of Portland for the Regional Justice Information System (RegJIN).

**Prepared By:** Captain David J. Rash

**Dept. Head Approval:** Chief Steve Bartol

**City Manager Approval:**

**Reviewed by City Manager:**

### **ISSUES BEFORE THE COUNCIL**

**Recommendation that City Council adopts a resolution of the City of Milwaukie that Authorizing the Mayor to execute an Intergovernmental Agreement with the City of Portland for the Regional Justice Information System (RegJIN).**

### **STAFF RECOMMENDATION**

Recommendation for City Council to adopt the resolution.

### **KEY FACTS & INFORMATION SUMMARY**

The City of Portland Police Bureau hosts and manages the Portland Police Bureau Data System (PPDS), a regional police records management system. PPDS allows participating law enforcement agencies to input and retrieve electronic records of specific data fields within police reports. This data is important for state and federal reporting purposes, and can be somewhat beneficial during case investigations, but the purpose and functionality of PPDS is limited. Traffic citations, police contacts and case narratives are not a part of PPDS; that information is either stored in hardcopy form, or in stand-alone databases. PPDS is a legacy system and is at the end of its useful life as system support has become increasingly difficult over the last decade.

Plans to replace PPDS with a new and more modern system have been underway for several years, and staff from Milwaukie have been assigned as liaisons since 2011. The new system backbone is being paid for by the City of Portland at a cost of more than six million dollars; agencies that choose to participate can join as users for an annual fee, based upon agency size.

The new records management system, Regional Justice Information System (RegJIN), is being designed by the City of Portland and their selected technology vendor,

Versaterm, with input from participating agencies in the Portland Metro area. At present, 38 agencies in Oregon and Washington have indicated their desire to participate in RegJIN. Several system components are set to “go live” in 2014, with full system implementation by 2016.

The new RegJIN records will allow participating law enforcement agencies to fully automate paperless report writing and storage, without the need for redundant data entry. The system will also allow for the query of information from patrol cars and desktops, streamlining the investigative process. Also, RegJIN will provide automated reporting to state and federal entities, as well as allowing for crime analysis in the field.

The attached RegJIN Master Agreement establishes User Board, and effectively commits the City of Milwaukie to this project as a partner agency. The cost for participation in RegJIN is expected to be \$25,000 dollars (Twenty-Five thousand) annually; an increase of approximately \$10,000 (ten thousand) dollars from the current cost of \$15,000 (fifteen thousand) dollars for participation in PPDS.

#### **OTHER ALTERNATIVES CONSIDERED**

Not at this time.

#### **CITY COUNCIL GOALS**

Not Applicable

#### **ATTACHMENT LIST**

None

#### **FISCAL NOTES**

Council adopts this Resolution, authorizing the Mayor to execute an Intergovernmental Agreement between the City of Portland and the City of Milwaukie to establish a User Board for RegJIN; cost \$25,000 annually.

There may be overtime impact on training but at this time we don't know what that will be.

Council does not adopt Resolution; the police department would have to develop a stand-alone Records Management System where the cost is unknown and limiting our investigative abilities.





**To:** Mayor and City Council

**Through:** Bill Monahan, City Manager

**From:** Dave Rash, Police Captain

**Subject:** Recommendation that City Council adopts a resolution of the City of Milwaukie that Authorizing the Mayor to execute an Intergovernmental Agreement with the City of Portland for the Regional Justice Information System (RegJIN).

**Date:** January 7, 2014

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### **ACTION REQUESTED**

Staff recommends that Milwaukie City Council adopt a resolution authorizing the Mayor to execute an Intergovernmental Agreement between the City of Milwaukie and The City of Portland to establish a User Board of the Regional Justice Information System (RegJIN).

### **HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

For the past 11 years, the Milwaukie Police Department and the City of Portland have, through intergovernmental agreements, shared a common database available in the records management system (PPDS) in order to cooperatively prevent criminal activity through shared system records and functionality. Portland Police Data System (PPDS) has become a multi-agency, multi-jurisdictional system with a comprehensive set of law enforcement applications and associated databases.

The City of Portland has through the Portland Police Bureau, developed and maintained PPDS since the inception of the system in 1982, charging user fees from user agencies. Because of cost constraints and system limitation The City of Portland has begun the process of obtaining a new records management system. The City of Portland is in the process of acquiring a new law enforcement records management system (RegJIN) that will maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases. The new system will be a regional system that shares data, costs, and governance through a user board.

Council Staff Report – Resolution to authorizing an intergovernmental agreement establishing a user board for RegJIN.

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## **BACKGROUND**

The City of Portland Police Bureau hosts and manages the Portland Police Bureau Data System (PPDS), a regional police records management system. PPDS allows participating law enforcement agencies to input and retrieve electronic records of specific data fields within police reports. This data is important for state and federal reporting purposes, and can be somewhat beneficial during case investigations, but the purpose and functionality of PPDS is limited. Traffic citations, police contacts and case narratives are not a part of PPDS; that information is either stored in hardcopy form, or in stand-alone databases. PPDS is a legacy system and is at the end of its useful life as system support has become increasingly difficult over the last decade.

Plans to replace PPDS with a new and more modern system have been underway for several years, and staff from Milwaukie have been assigned as liaisons since 2011. The new system backbone is being paid for by the City of Portland at a cost of more than six million dollars; agencies that choose to participate can join as users for an annual fee, based upon agency size.

The new records management system, Regional Justice Information System (RegJIN), is being designed by the City of Portland and their selected technology vendor, Versaterm, with input from participating agencies in the Portland Metro area. At present, 38 agencies in Oregon and Washington have indicated their desire to participate in RegJIN. Several system components are set to “go live” in 2014, with full system implementation by 2016.

The new RegJIN records will allow participating law enforcement agencies to fully automate paperless report writing and storage, without the need for redundant data entry. The system will also allow for the query of information from patrol cars and desktops, streamlining the investigative process. Also, RegJIN will provide automated reporting to state and federal entities, as well as allowing for crime analysis in the field.

The attached RegJIN Master Agreement establishes User Board, and effectively commits the City of Milwaukie to this project as a partner agency. The cost for participation in RegJIN is expected to be \$25,000 dollars (Twenty-Five thousand) annually; an increase of approximately \$10,000 (ten thousand) dollars from the current cost of \$15,000 (fifteen thousand) dollars for participation in PPDS.

**CONCURRENCE:** The City Council concurs in the authorization of this Recommendation.

**FISCAL IMPACTS:**

Council adopts this Resolution, authorizing the Mayor to execute an Intergovernmental Agreement between the City of Portland and the City of Milwaukie to establish a User Board for RegJIN; cost \$25,000 annually.

Council does not adopt Resolution; the police department would have to develop a stand-alone Records Management System where the cost is unknown and limiting our investigative abilities.

**WORK LOAD IMPACTS:**

All officers and support staff would need to be trained. The first phase is to train Milwaukie Police Department Staff to be trainers. The second phase would be for the Milwaukie Staff to train the rest of the Milwaukie staff. This would take away from other duties and tasks.

**ATTACHMENTS**

1. City of Milwaukie Resolution
2. Intergovernmental Agreement with the City of Portland



CITY OF MILWAUKIE  
*"Dogwood City of the West"*

**Resolution No.**

**A resolution of the City Council of the City of Milwaukie, Oregon, authorizing an Intergovernmental Agreement between the City of Milwaukie and the City of Portland to establish a user board of the Regional Justice Information System (RegJIN).**

**WHEREAS**, the City of Milwaukie and the City of Portland have previously entered into an intergovernmental agreement for a shared common records management system Portland Police Data System (herein after "PPDS"); and

**WHEREAS**, the City of Milwaukie and the City of Portland and other PPDS user agencies benefit by preventing criminal activity through shared system records and functionality; and

**WHEREAS**, the City of Milwaukie and the City of Portland desire to continue the relationship for shared records management, as set forth in the proposed intergovernmental agreement attached hereto and incorporated herein by reference; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Milwaukie that the intergovernmental agreement relating to a shared records management system between the CITY OF PORTLAND and the CITY OF MILWAUKIE, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, be and is hereby approved.

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Milwaukie is hereby authorized to execute said intergovernmental agreement.

Introduced and adopted by the City Council on **January 7, 2014**.

This resolution is effective on \_\_\_\_\_.

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Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

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Pat DuVal, City Recorder

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City Attorney

# REGJIN MASTER IGA

**MASTER INTERGOVERNMENTAL AGREEMENT FOR THE USER BOARD OF THE  
REGIONAL JUSTICE INFORMATION SYSTEM (RegJIN)  
No. 30003644**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into, pursuant to Oregon Revised Statutes ("ORS") 190.003 to 190.085, and Revised Code of Washington ("RCW") 39.34.030 by and among the City of Portland, an Oregon municipal corporation ("City"), and the Regional Partner Agencies (herein collectively, the "RPA").

**RECITALS**

WHEREAS, the City has acquired a law enforcement Records Management System ("RMS") to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and RPA find that a primary objective of the region is to develop a shared common database available in the RMS in order to cooperatively prevent criminal activity, track resource utilization, facilitate rapid and efficient communications, provide immediate and coordinated assistance among agencies for day-to-day, tactical, and strategic operations, improve the ability of law enforcement to prevent and solve criminal activity through shared system functionality and cooperative operations, effectively prosecute criminals, and identify short and long term leveraging opportunities for cost effective infrastructure investments to meet regional requirements; and

WHEREAS, the City and RPA desire to create a User Board to provide input, guidance and strategic direction for the RMS; and

WHEREAS, regionalization and interoperability provides a cost effective and efficient acquisition of the RMS and improvements through economies of scale, coordination and sharing; and

WHEREAS, use of the City's RMS assets with the RPA will increase overall system reliability and reduce duplicative systems while allowing for shared information; and

WHEREAS, creation of this Intergovernmental Agreement for the RMS may also be expanded to include other public safety technologies in the future; and

WHEREAS, the participating jurisdictions now desire to enter into this Agreement, and being fully advised; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants contained herein, it is agreed as follows:

**1. DEFINITIONS:**

The following is a definition of terms used herein:

- A. "Capital Cost" is the estimated and budgeted amount required, including but not limited to, the direct cost for hardware, software, project management, planning, design, engineering, procurement, labor and materials for designing, procuring, installation, testing, commissioning, training, and otherwise implementing the



RMS and its future components. Capital Cost does not include non-City RPA assets, non-City RPA specific applications, data conversion of data not contained in the Portland Police Data System (PPDS), the RPA side of RMS System interfaces, non-City user devices such as computer workstations, mobile computers, desktop and mobile computer operating system software and printers, and non-City network components.

- B. "Days" means calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- C. "City/RPA Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City and/or RPA, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA, Computer Fraud and Abuse Act), (8) criminal history information that is not subject to disclosure based on State of Oregon, State of Washington, or Federal rules and regulations, (9) criminal investigation information, (10) tactical and strategic public safety information, and (11) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City and/or RPA including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

"Confidential Information" includes, but is not limited to, any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

- D. "Cost Sharing Formula" is the plan and periodic amendments thereof, adopted by the City based on recommendations by the User Board that apportions User

Fees, capital, operation, maintenance, repair and replacement costs and use of grant funding among the Entry and Inquiry Only RPA. The Cost Sharing Formula is attached as Exhibit A.

- E. "Entry RPA" includes the City of Portland and any authorized agency who enters data into the RMS. Entry RPA may take part in decisions or activities of the User Board in which the Entry RPA has discretion to participate. Entry RPA shall have full voting rights. The City shall be considered an Entry RPA for voting purposes.
- F. "Inquiry Only RPA" is an agency who has access to view the RMS data but does not input any data. Inquiry Only RPA have no voting rights on the User Board.
- G. "Operation and Maintenance Cost" are the budgeted amount required for the operation and maintenance of the RMS which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, maintenance, personnel, facilities use and rental costs, and training for the upcoming year. Operating and Maintenance Cost shall be allocated to the Entry and Inquiry Only RPA according to the Cost Sharing Formula.
- H. "Project" shall mean any effort undertaken by the System Manager, as recommended by the User Board, to improve or modify the RegJIN RMS.
- I. "Quorum of the Board" is comprised of fifty (50) percent of the Entry RPA, plus one.
- J. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by any RPA.
- K. "RPA" shall mean Inquiry Only and Entry Partners
- L. "Records Management System" is the tangible assets and/or Systems acquired or purchased by the City to develop, implement and operate the RegJIN RMS.
- M. "RegJIN RMS" is the law enforcement records management system acquired and implemented by the City of Portland for use by the RPA.
- N. "Strategic Plan" is the plan and periodic amendments thereof, setting forth the vision, strategy and benefits for the RegJIN RMS as recommended by the User Board and approved by the City.
- O. "System Manager" is the individual and his/her designated named backups appointed by the City of Portland to manage and operate the RMS on a daily basis.
- P. "Technology Management Plan" is the plan and periodic amendments thereof, that is recommended by the User Board and approved by the City that provides technical guidance for operation, maintenance, and repair of the RMS.

- Q. "Unanimous Vote" or "Unanimously" means that approval is required by the City and all Entry RPA present at a User Board meeting. A Quorum of the Board is required for all Unanimous Votes.
- R. "Upgrade Plan" is the Plan for upgrading the RMS, and periodic amendments thereof, that is recommended by the User Board and approved by the City, including, but not limited to, detailed technical designs, estimated budget for the capital costs of acquiring, constructing, and deploying the technical design, estimated budget for upgrading the RMS.
- S. "User Board" is the administrative body of the RegJIN User Board.
- T. "User Fees" are fees set by the City for RPA access and use of the RMS and as agreed to between the City and a RPA in a Participating IGA.
- U. "Withdrawal Plan" is a plan providing the manner of complete withdrawal for an RPA, or for an Entry RPA to move to an Inquiry Only RPA.

**2. ESTABLISHMENT OF USER BOARD:**

There is hereby established the RegJIN User Board ("User Board") for the purpose as described below and subject to the terms and conditions herein. The User Board is established to plan and advise the City of Portland in the operation of the RMS, which serves the geographic area encompassed by Clackamas, Columbia, Multnomah, and Washington Counties of Oregon State and Clark County of Washington State (along with future RPA). Thereafter, the RPA may recommend expansion of the System and pursue other services as agreed to by the City and Entry RPA.

**3. STATEMENT OF PURPOSE:**

General

The User Board is formed to create a user based structure for making recommendations to the City regarding the planning, funding, operations, and maintenance of the RMS including, but not limited to, transition planning, User and administrative training procedures, training equipment and facilities, uniform data entry, complying with federal and state reporting requirements, maintaining data integrity, operational efficiencies, physical backup and redundancy, and obtaining and managing additional resources such as grants to support RMS maintenance, enhancement, and extension. The User Board may perform functions, which may include, but are not limited to the following:

- A. Cooperatively develop or review and recommend changes or adoption of a Strategic Plan for maintaining the viability and efficiency of the RMS.
- B. Review and recommend which RMS data and applications will be shared among the City and RPA.
- C. Cooperatively develop or review and recommend changes or adoption of a coordinated long-term plan for capital and operating funding of the RMS, including methods to allocate costs.

- D. Review and recommend changes to established Standard Operating Procedures (SOPs) and technical standards for the operations and business continuity of the RMS.
- E. Review and recommend changes or adoption of the RMS Technology Management Plan.
- F. Review and recommend changes to the operational and maintenance procedures of the RMS for assets owned by the City in a manner that resolves operational interface issues with each RPA's local assets.
- G. Recommend admission of new RPA.
- H. Review and recommend changes to RMS operational and maintenance procedures with the goal of balancing regional requirements against Entry RPA data collection and reporting autonomies.
- I. Apply for grants and other available funding sources to fund RMS enhancements and capability extensions.
- J. Participate in, and recommend process changes to ensure the successful deployment of the RMS and, in the future, RMS extensions and enhancements.
- K. Review and recommend changes of the annual operational budget developed to support and fund the RMS.
- L. Review and recommend Changes to the RMS Cost Sharing Formula.

**4. ADMINISTRATIVE BODY:**

The User Board shall have the duties as provided below.

- A. The User Board, as an advisory group formed to furnish advice to the City of Portland, shall be subject to and comply with the requirements of the Oregon Public Meetings laws.
- B. The User Board shall be composed of one representative appointed by each Entry RPA, which includes one representative appointed by the City. The User Board shall elect a Chair, and Vice-Chair who shall each serve for a two year term. The Chair, or in the Chair's absence the Vice-Chair, shall preside over all User Board meetings.
- C. The Entry RPA, through the Board, shall administer the operation of the User Board. Each Entry RPA and the City shall have one vote. Each Entry RPA shall appoint, at its pleasure, one primary representative, and one alternate representative who may attend all Board meetings. The primary and alternate representatives may jointly participate in all discussions of the User Board; provided however that the vote of the Entry RPA shall be cast only by the primary representative, unless the primary representative is absent, in which event the alternate representative may cast the Entry RPA's vote. No User Board member

may grant proxy voting power to another User Board member from another Entry RPA. A tie vote shall not be sufficient to pass a measure or recommendation.

- D. The Board may meet monthly at the discretion of the Chair, but in no event less than twice per year. It may meet more frequently as determined by the Chair or as requested by any Entry RPA or the City.
- E. A Quorum of the Board is required for the User Board to make any official recommendation or action.
- F. Unless otherwise provided herein, all User Board actions shall require approval by a majority of the Entry RPA present at an official Board meeting.
- G. The User Board Chair shall be responsible for providing notices of public meetings and keeping of minutes in compliance with Oregon Public Records laws. The minutes shall summarize the discussions completed during Board meetings and include all official actions taken by the Board, along with any vote tallies associated with those actions.
- H. The Chair or designee shall represent the User Board at official public meetings as requested by the City or other Entry RPA during which the Chair or designee shall report on the opinion and/or recommendations of the Board regarding specific issues being discussed that are relevant to the Board or RMS. The Chair or designee shall limit their participation in this capacity to reporting on official actions and recommendations taken by the Board.
- I. The User Board shall undertake the following:
  - 1. Review and recommend changes to the Strategic Plan developed by or updated by the City.
  - 2. Review and recommend changes to the Technology Management Plan developed by or updated by the City.
  - 3. Review and recommend changes to the Cost Sharing Formula developed by or updated by the City.
  - 4. Review and recommend changes to the annual objectives and work plans developed by the System Manager.
  - 5. Review and recommend changes to the general policy guidelines and/or Standard Operating Procedures developed by the System Manager for the RMS.
  - 6. Provide oversight and direction regarding User Board operations.
  - 7. Establish committees and appoint committees as needed.
  - 8. Review and comment on all Plans at least once every four years.
  - 9. Makes other recommendations as necessary.

- J. The User Board shall review and make recommendations on the acceptance of any new RPA as outlined in Section 10. Recommendations on acceptance of a new RPA shall be by Unanimous vote.
- K. The User Board, at its first organizational meeting, or as soon thereafter as reasonable, shall adopt rules governing its procedures, and including at a minimum 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method, term and manner of election of User Board officers; and 4) establish committees and appoint committee representatives from among the RPA; and 5) any other procedures deemed necessary as outlined in Section 7.

**5. PROJECTS AND FUNDING:**

- A. Funds for Capital Cost of the initial RMS implementation will be contributed by the City. Funds for the Capital Costs of future components of the RMS will be jointly contributed by the City and other RPA based on a recommended allocation formula, taking into account application of grant funding and credit for contributed assets, if any. The RPA agree to request such grant funding whenever possible.
- B. According to adopted Strategic and Cost Sharing Formulas, the User Board may recommend Projects which further improve, expand, enhance and support the RMS, including, but not limited to, acquisition of hardware, software and equipment, upgrades and other steps to improve and extend the RMS.
- C. Entry RPA may propose improvements to the RMS by giving written notice to the User Board, describing the proposed improvement and identifying its benefits. Within 90 days, the User Board shall meet to discuss the proposal and determine if there is interest in pursuing the proposed Project. If so, the User Board shall direct the System Manager to research the proposed Project to determine or confirm any cost and operational impacts and to report back on the findings to the User Board. Subsequent to receiving the System Manager's report, the User Board may hold a vote to recommend whether or not the proposed Project should be undertaken.
- D. Any significant changes to the RMS shall consider the following factors, including but not limited to, sources of funding (City, RPA, available grants and other sources), technical and business impact to the City and RPA, and the recommendation(s) of the User Board. Capital and Operating Costs for such changes shall be allocated among the City, Entry and Inquiry RPA as determined by the Cost Sharing Formula and incorporated into each RPA's Participating IGA as part of the User Fees.
- E. Each RPA agrees to inform the User Board of potential grant sources and thereupon the User Board shall determine if the User Board should pursue that source. If the User Board declines to pursue that source, then the individual RPA may seek those grant funds on its own and, if successful, may choose to apply



the grant funds for the benefit of the User Board or to its local match or share if it is an allowable use of grant proceeds.

- F. Any increase in either A, B, C and/or D above may be recommended by the User Board and approved by the City so long as the total cost impact per subsection to all RPA is no greater than 5% per year, and no greater aggregate than 10% per year. Any subsection with a cost impact greater than the 5% or 10%, shall be voted upon by a Quorum of the User Board and approved with a majority vote.

**6. USER BOARD MANAGEMENT, OPERATION AND FUNDING:**

- A. The User Board shall make recommendations as to the best method for the administration, management, and operation of the RMS. The User Board shall review and make recommendations on the annual budget prepared by the System Manager for managing and supporting the RMS.
- B. The User Board shall be self-sufficient in its operation. The City and RPA will participate at their own cost, time and expense.

**7. COMMITTEES:**

The User Board may establish committees from time to time as it deems necessary. Generally, the User Board will consider establishment of committees in the following areas:

- A. Engineering/Technical
- B. Policy
- C. Customer/User
- D. Finance/Budget

When a committee is established by the User Board, the City and each Entry RPA is entitled to have one voting representative on the committee. The Chair may limit these committees to an appropriate size for conducting its business. The Chair will recommend a procedure for limiting the size of the committees, which will then be approved by the Board. Each committee shall provide advice, counsel, and recommendations to the User Board or the Chair as requested.

The City and each Entry RPA may designate one voting committee member and an alternate. A majority of the voting committee creates a quorum. All decisions require a majority vote of the members in attendance. An alternate RPA committee member may vote if the designated RPA voting member is not present.

**8. CAPITAL CONTRIBUTION, CAPITAL COST DETERMINATION, AND INITIAL RPA RESPONSIBILITY:**

The Cost Sharing Formula shall establish the application of User Board grant proceeds, cost allocation formulas, rates, and appropriate service charges for such services

provided to Entry and Inquiry Only RPA, and for upgrading and maintaining the RMS which will be paid by the RPA. RPA responsibility for such allocations, rates and charges will be incorporated in, or amended to, each RPA's Participating IGA.

**9. PAYMENT:**

- A. Each Entry and Inquiry Only RPA will have an individual Participating IGA with the City that outlines the costs and terms and conditions of their participation in the RegJIN RMS. A Entry RPA's right to participate on the User Board under this Agreement is contingent upon execution of the Participating IGA.
- B. Failure to pay the City as due under the Participating IGA will suspend the Entry RPA's voting rights in the User Board until fully paid.

**10. NEW RPA:**

The User Board shall review and recommend the admitting of new Entry RPAs as part of the RMS. Any recommendations for admitting a new Entry RPA shall require a Unanimous Vote; admitting of any new Inquiry Only RPA shall be at the discretion of the System Manager. The System Manager will make the list of new Inquiry Only RPAs available to the User Board 30 days prior to granting access to the System. Recommendations on the addition of new Inquiry and Entry RPA must consider that the:

- A. The RMS contains highly confidential crime and other data and is reserved for law enforcement applications and will only be open to certified law enforcement agencies.
- B. If a new RPA is added, its addition is subject to the sections of the Cost Sharing Formula that govern the costs allocated to RPA(s) added to the RMS after the initial RMS cutover to operational (live) status.
- C. New RPA shall be bound by the terms and provisions of this Agreement and an individual Participating IGA.

**11. DURATION, WITHDRAWAL AND TERMINATION:**

- A. This Agreement is perpetual and the User Board shall continue from year to year unless otherwise terminated or dissolved by the methods described in this Agreement.
- B. The User Board may be dissolved upon unanimous agreement of all Entry RPA.
- C. Termination of an Entry RPA's Participating IGA shall revoke their participation on the User Board effective immediately.
- D. An Entry RPA that withdraws from the RMS may remove its RPA assets from the RMS including any data entered into the RMS by the withdrawing RPA. All costs associated with the reasonable removal of the withdrawing RPA's assets including costs of removing data entered by the RPA into the RMS will be the responsibility of the withdrawing RPA.

- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets, including the withdrawal of the Entry RPA's data, from the RMS after the date upon which the RPA's withdrawal becomes effective. The withdrawing Entry RPA shall have full access to its assets including its data during the time period required to complete the removal of an Entry RPA's assets from the RMS.
- F. RPA may only withdraw from the RMS on January 1 of each year and must provide a minimum of 180 days written notice of their intention to withdraw.
- G. Notice of an RPA's intention to withdraw must be provided in writing to the User Board Chair. A copy of the withdrawal notice must be provided to the System Manager.

**12. INDEMNIFICATION:**

To the extent permitted by the Constitutions and laws of Oregon and Washington, each Entry RPA shall hold harmless and indemnify the other Entry RPA for the willful or negligent acts, actions or omissions to act of that Entry RPA's respective entity, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement.

**13. CONFIDENTIALITY:**

- A. Maintenance of Confidentiality. The City and RPA shall treat confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPAs shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or affected RPA, in no event shall the City or a RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.
- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. The RPA agree that each RPA will follow the laws of its home state. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential.

Specifically, Washington RPA shall abide by RCW 42.56 for cases involving public records contained in the City of Portland owned RegJIN System as outlined in this public safety Regional Intergovernmental Agreement. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington and federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.

- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the RMS. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for RMS data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate agency within two business days that it is not the custodian of record for the requested data and identify the Entry RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

**14. WAIVER:**

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

**15. REMEDIES:**

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

**16. SURVIVAL:**

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations as stated in this Agreement shall survive the termination or expiration of this Agreement.

**17. NO THIRD PARTY BENEFICIARIES:**

The City and Entry RPA expressly agree that nothing contained in this Agreement shall create any legal right or inure to the benefit of any third party.

**18. ASSIGNMENT:**

The rights and obligations of each party under this Agreement may not be assigned in whole or in part.

**19. NOTICE:**

Notices to the City shall be provided as set forth below in writing and sent by either certified US mail, return receipt requested, or by personal delivery to:

**City of Portland  
RegJIN System Manager  
Portland Police Bureau  
1111 SW 2<sup>nd</sup> Avenue, Suite 1156  
City of Portland  
Portland, OR 97204**

**20. AMENDMENTS:**

This Agreement may only be changed, modified, or amended by unanimous vote of all Entry RPA.

**21. EFFECTIVE DATE:**

This Agreement shall be effective on July 1, 2012 and continue in perpetuity unless otherwise terminated.

**22. SEVERABILITY:**

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

**23. INTERPRETATION:**

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon and Washington law.

**24. EXECUTION IN COUNTERPARTS:**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same agreement.

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MILWAUKIE CITY COUNCIL  
AGENDA ITEM SUMMARY

Agenda Item: **RS 6.B.**

Meeting Date: **1/07/14**

Title: **Good Neighbor Committee funding recommendation  
for landscaping at the Kellogg Treatment plant**

**Prepared By:** Gary Parkin

**Department Approval:** Gary Parkin, Public Works Director

**City Manager Approval:** Bill Monahan

**Approval Date:** 12/30/13

**ISSUES BEFORE COUNCIL**

The Kellogg Good Neighbor Committee (GNC) is requesting that Council ask Clackamas County Service District #1 (CCSD#1) to commit up to \$150,000 in funds from the "Good Neighbor Fund" to complete a landscaping design to buffer the Kellogg Treatment Plant and begin its implementation.

**STAFF RECOMMENDATION**

Support the GNC request, by resolution, and ask CCFD#1 to commit funding of up to \$150,000 from the "Good Neighbor Fund" for landscaping to buffer the Kellogg Treatment Plant.

**KEY FACTS & INFORMATION SUMMARY**

The wastewater treatment agreement between the City and CCSD#1 (section 4.11) provides that \$1.00 per EDU paid by the City for treatment, be set aside in a "Good Neighbor Fund that shall be used for the purpose of *"mitigating the impact of the Kellogg Plant on the surrounding neighborhoods, which may include, for example, buffer acquisitions and/or landscaping within 200 yards of the plant property line, improvement on the Kellogg Plant property, or neighborhood sewer infrastructure projects (a "Fund Approved Purpose")*".

The GNC has developed a rough landscape plan for property within 200 yards of the plant property and had it vetted by staff from the Kellogg Treatment Plant and City Planning staff. Formal review and any needed permits will be done as the landscape design is completed.

The plan is on a full-sized plan sheet of the Kellogg Plant facility. It is not easily reducible and difficult to follow without guidance. A full size copy of the plan will be placed in the City Councilor mailboxes. GNC members will be at the Council meeting to provide information about the plan.

At their December 11, 2013 meeting the GNC made a formal request that City Council ask CCSD#1 to commit funds to complete the landscape design and begin its implementation (attachment 1).

**OTHER ALTERNATIVES CONSIDERED**

The GNC has looked at requests for property acquisition and considered proposed plant

modifications to mitigate odor. Landscaping is held to be the top priority as it provides great screening and will take time to get established.

### **CITY COUNCIL GOALS**

None directly applicable.

### **FISCAL NOTES**

The funding for this project comes from the Good Neighbor Fund for mitigation work related to the Kellogg Treatment Plant. One other request for funding from this fund has been granted; funding for the Riverfront Park enhancements.

The fund has one million dollars in “seed” funding from CCSD#1 and collects about \$130,000 per year from the \$1.00/EDU set aside funding. The initial request obligated \$57,000 per year. This request will utilize just over one years’ worth of the \$1.00 per EDU funding.

### **ATTACHMENTS**

1. Memorandum reporting the GNC motion requesting funding for landscaping
2. Resolution





## MILWAUKIE CITY COUNCIL STAFF REPORT

**To:** Mayor and City Council

**Through:** Bill Monahan, City Manager

**Subject:** **Good Neighbor Committee funding  
recommendation for landscaping at the Kellogg  
Treatment plant**

**From:** Gary Parkin, Public Works Director

**Date:** December 30, 2013

### **ACTION REQUESTED**

The Kellogg Good Neighbor Committee (GNC) is requesting that Council ask Clackamas County Service District #1 (CCSD#1) to commit up to \$150,000 in funds from the "Good Neighbor Fund" to complete a landscaping design to buffer the Kellogg Treatment Plant and begin its implementation.

### **HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

**December 18, 2012:** City Council ratifies a wastewater treatment agreement with CCSD#1.

**March 5, 2013:** City Council appoints citizen members of the Good Neighbor Committee.

### **BACKGROUND**

The wastewater treatment agreement between the City and CCSD#1 (section 4.11) provides that \$1.00 per EDU paid by the City for treatment, be set aside in a "Good Neighbor Fund that shall be used for the purpose of *"mitigating the impact of the Kellogg Plant on the surrounding neighborhoods, which may include, for example, buffer acquisitions and/or landscaping within 200 yards of the plant property line, improvement on the Kellogg Plant property, or neighborhood sewer infrastructure projects (a "Fund Approved Purpose")*".

The GNC was established in March 2013 to meet the agreement stipulation that projects and/or efforts to be undertaken with Good Neighbor Fund monies will include participation by City citizen groups representing areas near the Kellogg Plant. The group decided that funding for landscaping around the Plant is a priority.

The GNC developed a rough landscape plan that will provide visual and odor screening of the Kellogg Treatment Plant. The plan was developed (without using funds) by members of the committee and a knowledgeable, local landscape expert. The plan was vetted by staff from the Kellogg Treatment Plant and City Planning staff. Formal review and any needed permits will be done as the landscape design is completed.

A rough estimate of the cost to design and begin planting was \$150,000, a figure that the group thought was appropriate for this first important project. The GNC began the process of looking for a landscape designer and received a proposal from the firm of PLACE. The contract for the

design and then the landscape installation will be handled through the county office of Water Environment Services (WES). WES has agreed to providing project management with an employee who has attended GNC meetings and is familiar with this project. Her work for the project will be compensated by the Good Neighbor Fund and is included in this initial estimate.

The GNC made a formal request at their December 11, 2013 meeting that City Council ask CCSD#1 to commit funds to complete the landscape design and begin its implementation (attachment 1). With approval of this request by City Council, the request will be acted on by CCSD#1 staff. Per the agreement they make the final determination on the consistency of the request with the agreement.

### **CONCURRENCE**

The GNC is made up of Milwaukie citizens and meets with CCSD#1 representatives on a monthly basis. They have reached agreement on the importance of the landscaping project after preliminary work on a design and much discussion.

### **FISCAL IMPACTS**

The funding for this project comes from the Good Neighbor Fund for mitigation work related to the Kellogg Treatment Plant. One other request for funding from this fund has been granted, funding for the Riverfront Park enhancements.

The fund has one million dollars in “seed” funding from CCSD#1 and collects about \$130,000 per year from the \$1.00/EDU set aside funding. The initial request obligated \$57,000 per year. This request will utilize just over one years’ worth of funding.

### **WORK LOAD IMPACTS**

City staffing is minimal for this project with involvement from the Public Works Director as the GNC liaison and Planning staff for plan review

### **ALTERNATIVES**

Council could ask the GNC to reprioritize this work and suggest an alternative project or change this request.

### **ATTACHMENTS**

1. Memorandum reporting the GNC motion requesting funding for landscaping
2. Resolution



## Memorandum

**To:** Bill Monahan, City Manager

**From:** Gary Parkin, Staff Liaison to the Kellogg Good Neighbor Committee (GNC)

**CC:**

**Date:** December 12, 2013

**Re:** Request for the release of Good Neighbor funds for the GNC recommended landscaping project for the Kellogg Treatment Plant

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The Kellogg Good Neighbor Committee, at their December 11, 2013 meeting, made and passed unanimously a motion asking the City to request the disbursement of funds from the Good Neighbor Fund held by Clackamas County Sewer District #1 (established per paragraph 4.11 of IGA between CCSD1 and Milwaukie) in the amount of up to \$150,000 for the purposes of landscaping around the Kellogg Treatment Plant. The County (WES) will administer the work.

The GNC developed a rough plan on a full-sized plan sheet of the Kellogg Plant facility. It is not easily reducible and difficult to follow without guidance. A full size copy of the plan will be placed in the City Councilor mailboxes. GNC members will be at the Council meeting to provide information about the plan.



CITY OF MILWAUKIE  
*"Dogwood City of the West"*

**Resolution No.**

**A resolution of the City Council of the City of Milwaukie, Oregon, accepting the recommendation of the Good Neighbor Committee to use the Good Neighbor Fund to fund the design and installation of landscaping for the purpose of providing a visual and odor screening of the Kellogg Treatment Plant.**

**WHEREAS**, City Council approved an intergovernmental agreement with Clackamas County Service District #1 (CCSD#1) in December 2012 for provision of wastewater treatment services; and

**WHEREAS**, this agreement with CCSD #1 establishes a Good Neighbor Fund which receives \$1per EDU per month from all City sewer connections; and

**WHEREAS**, Council appointed a Good Neighbor Committee to advise on the use of the Good Neighbor Fund; and

**WHEREAS**, the Good Neighbor Committee has recommended the use of the Good Neighbor Fund to fund up to \$150,000 for landscaping to mitigate the visual and odor impact of the Kellogg Treatment Plant on the surrounding community;

**Now, Therefore, be it Resolved** that City Council accepts the recommendation of the Good Neighbor Committee to use the Good Neighbor Fund and authorizes staff to continue the process funding process to the Clackamas County office of Water Environment Services.

Introduced and adopted by the City Council on January 7, 2014.

This resolution is effective on January 7, 2014.

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Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

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Pat DuVal, City Recorder

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City Attorney



**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

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## **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.

This 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 some staff time.

## **ALTERNATIVES**

N/A

## **ATTACHMENTS**

1. Regional Committee Assignment Matrix

## Attachment 1

COMMITTEE	MEMBER/TERM	APPOINTMENT PROCESS/AUTHORITY	ELECTED REPRESENTATIVE REQUIRED?	MEETING SCHEDULE
<b>METRO AND C4 COMMITTEES</b>				
Metro Joint Policy Advisory Committee on Transportation (JPACT)	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 <sup>nd</sup> 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  Wilda Parks is the citizen representative (Council submitted letter of recommendation to Metro.)	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 cities.	Yes	Day: 2 <sup>nd</sup> and 4 <sup>th</sup> 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.

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>
<b>WATER/WASTEWATER COMMITTEES</b>				
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 regulatory compliance efforts and partnering in efforts to	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: Milwaukie Councilor, 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. 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>



		secure grant funding and influencing of legislation that has the potential of impacting both districts.		
CCSD#1 RiverHealth Advisory Board	Councilor Hedges	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	Councilor Gamba  CCSD representative is Greg Geist  Gary Parkin is the staff representative		Yes	Day: Second Wednesday of the month Time: 5:30pm Location: Kellogg Treatment Plant - 11525 SE McLoughlin Blvd.
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 Recreation District Urban Parks Advisory Board (UPAB); Milwaukie Parks and Recreation Board	Councilor Miller  Steve Butler is staff representative to the staff committee	Section E(2) of the May 1, 1990 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.	No	Day: Second Wednesday of the month Time: 4:00 pm Location: North Clackamas Aquatic Park, 7300 SE Harmony Road
Clackamas County Library District Advisory Committee	Library Board recommended Melissa Perkins as Milwaukie representative	The advisory committee was created after the 2008 District creation.	No	Committee meets irregularly
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			Group meets irregularly
Milwaukie Center/Community Advisory Board (C/CAB)	Lisa Ferguson is Milwaukie representative. Position applied for by individuals and appointed by C/CAB and County Board of Commissioners			Day: Friday, January 10 & February 14 Time: 9:30 a.m. Location: Milwaukie Center

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				
Clackamas Fire District #1	<p>Councilor Miller 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>
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.