

**CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
JULY 15, 1997**

The one thousand seven hundred and seventy-first meeting of the Milwaukie City Council was called to order by Mayor Lomnicki at 7:00 p.m. in the Milwaukie City Hall Council Chambers. The following Councilors were present:

Craig Lomnicki, Mayor Carolyn Tomei	Jean Schreiber Rob Kappa Don Trotter
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Also present:

Dan Bartlett, City Manager Charlene Richards, Assistant City Manager Tim Ramis, City Attorney	Jim Brink, Public Works Director Maggie Collins, Community Development Director Ruthanne Bennett, Civil Engineer Dan Pava, Senior Planner
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**PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**

**Introduce Michelle Gregory, Neighborhood Services Coordinator**

**Bartlett** discussed the restructuring which placed Neighborhood Services in Community Services and Richards as the department head. **Richards** reviewed the hiring process that included a nationwide search and intensive assessment center. She introduced **Michelle Gregory** who began her position as Neighborhood Services Coordinator on July 7, 1997.

**National Night Out -- Proclamation and Resolution**

**Stensrud** briefly outlined the history of the National Night Out Program. Ten events were scheduled in various areas of the City, and he recommended interested residents contact their Neighborhood Associations for times and locations.

**Mayor Lomnicki** read the proclamation naming Tuesday, August 5, 1997, as *National Night Out* in the City of Milwaukie.

It was moved by Mayor Lomnicki and seconded by Councilmember Kappa to adopt the Resolution calling the August 5, 1997, regular session to order at 5:00 p.m. so City Council could participate in the National Night Out events. Motion passed unanimously.

**RESOLUTION NO. 26-1997:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, DETERMINING THE AUGUST 5, 1997, REGULAR SESSION WILL BE CALLED TO ORDER AT 5:00 P.M.**

**CONSENT AGENDA**

It was moved by Councilmember Tomei to adopt the Consent Agenda. Councilmember Kappa seconded the motion with a correction to Regular Session Minutes page five: it should read: "He felt the proposed Goals were the best he had seen during his five years on the City Council." Councilmember Tomei accepted the friendly amendment. Motion passed unanimously.

The Consent Agenda consisted of the following:

1. City Council minutes of July 1, 1997;
2. Liquor License Application: Northwest Distribution Center, 9696 SE Omark Drive;
3. City Acceptance of 1997 Stormline Projects;
4. City Acceptance of School Zone Flashing Light Project; and
5. City Acceptance of 1995 - 1996 Waterline Upsize Project

**AUDIENCE PARTICIPATION -- None.**

**PUBLIC HEARING -- None Scheduled**

**OTHER BUSINESS**

**Transportation System Plan (TSP) -- Ordinance, second reading**

There were no staff comments.

It was moved by Councilmember Tomei and seconded by Councilmember Schreiber to read the ordinance amending the Comprehensive Plan by adopting the Transportation System Plan as an ancillary document and replacing the Transportation Goals, Objectives, and Policies in Chapter 5 with Chapter 8 of the Transportation System Plan for the second time by

title only. Motion passed 4 - 1 with the following vote: Mayor Lomnicki, Councilmember Tomei, Councilmember Schreiber, and Councilmember Trotter aye; Councilmember Kappa nay; no abstentions. The ordinance was read for the second time by title only.

It was moved by Councilmember Trotter and seconded by Councilmember Tomei to adopt the ordinance amending the Comprehensive Plan by adopting the Transportation System Plan as an ancillary document and replacing the Transportation Goals, Objectives, and Policies in Chapter 5 with Chapter 8 of the Transportation System Plan. Motion passed 4 - 1 with the following vote: Mayor Lomnicki, Councilmember Tomei, Councilmember Schreiber, and Councilmember Trotter aye; Councilmember Kappa nay; no abstentions.

Councilmember Kappa sought assurance from staff that the three major transportation documents, the Transportation System Plan (TSP), Lake Road Multimodal Plan, and the Neighborhood Traffic Management Program, would be consistent. Collins responded that staff, although it did not anticipate any inconsistencies, would review the documents.

**ORDINANCE NO. 1820:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING ORDINANCE NUMBER 1437, THE COMPREHENSIVE PLAN (CPA-96-01) BY ADOPTING THE TRANSPORTATION SYSTEM PLAN AS AN ANCILLARY DOCUMENT; AND REPLACING THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN WITH THE TEXT AND MAPS IN CHAPTER EIGHT OF THE TRANSPORTATION SYSTEM PLAN.**

**1997 Island Station Stormline Construction Project**

Bennett presented the staff report in which the City Council was requested to authorize the Public Works Department to advertise for bids to construct a stormline on 19th, 20th, and 21st Avenues between Eagle and Sparrow Streets in the Island Station Neighborhood. The estimated cost was \$200,000. Funds were available in the adopted budget, and construction was expected to begin by mid-September.

**It was moved by Councilmember Tomei and seconded by Councilmember Kappa to authorize the Public Works Department to advertise for bids to construct a stormline on 19th, 20th, and 21st Avenues between Eagle and Sparrow Streets in the Island Station Neighborhood. Motion passed unanimously.**

**Bartlett** announced Bennett's recent promotion to Civil Engineer.

**Willow Street Local Improvement District (LID) -- Resolution**

**Brink** presented the staff report in which the City Council was requested to adopt a resolution declaring its intent to form a Local Improvement District (LID) to construct street and storm improvements fronting 3 tax lots on Willow Street in the Lewelling Neighborhood.

The City Council approved Resolution 25-1997 directing staff to prepare the preliminary engineering. The engineer's report included topographical and assessor's maps of the affected properties and preliminary plans, specifications, and estimates of the work. Two of the three property owners had previously signed developer's agreements waiving the right to remonstrate. Staff recommended the City Council declare its intent to form the LID and continue with the process.

**It was moved by Councilmember Kappa and seconded by Councilmember Tomei to adopt a resolution declaring the intent to form a Local Improvement District to construct street and storm improvements fronting 3 tax lots on Willow Street in the Lewelling Neighborhood. Motion passed unanimously.**

**RESOLUTION NO. 27-1997:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, DECLARING THE INTENT TO FORM A LOCAL IMPROVEMENT DISTRICT TO CONSTRUCT STREET AND STORM IMPROVEMENTS IN THE AREA OF LEWELLING, ADOPTING THE PRELIMINARY ENGINEERING REPORT, CALLING FOR A PUBLIC HEARING, AND DIRECTING THAT NOTICE OF THE HEARING BE GIVEN.**

**Brink** said the Public Hearing would be scheduled for August 19, 1997.

**Consider Waiving Purchasing Rules and Awarding Personal Services Contracts for Implementation of City Service Area Expansion Goal**

**Bartlett** presented the staff report in which the City Council was requested to waive the screening and selection policy for personal service contracts and authorize the City Manager to sign agreements with Michael F. Swanson & Associates (\$51,000) and Kent Layden Solutions (\$15,625). The goal was to move toward completion of Urban Service Agreements within Milwaukie's Urban Growth area. He reviewed the City's purchasing rules. Both individuals have been involved with City projects, and awarding these contracts would provide continuity. He also requested authority to sign a full-year agreement. Funds were budgeted for this process.

**Councilmember Kappa** referred to staff report page 10 and asked for additional information on Layden's interview process and Council's involvement. **Bartlett** said Layden had previously conducted similar opinion leader surveys for the City of Milwaukie. He outlined the process that would probably include a series of key stakeholder interviews with City Council being involved at critical checkpoints during the process.

**Councilmember Schreiber** asked if the City Council could expect the consultants to complete their work within the dollar amount stated in the agreements. **Bartlett** said Layden's contract focuses on interviews, and Swanson's contract was based on deliverables.

**It was moved by Councilmember Kappa and seconded by Councilmember Tomei to waive the screening and selection policy for personal service contracts and authorize the City Manager to sign agreements with Michael F. Swanson & Associates (\$51,000) and Kent Layden Solutions (\$15,625). Motion passed unanimously.**

**Consider Planning Commission Request for MDDA Representation during Regional Center Review Process**

**Bartlett** presented the staff report in which the City Council was asked to consider a Planning Commission request to have a Milwaukie Downtown Development Association (MDDA) representative sit with the Commission during its review of the proposed code changes.

**Councilmember Trotter** felt it was premature to establish this direction since the Regional Center Master Plan had not been adopted.

**Councilmember Kappa** agreed and commented he had additional thoughts on the Plan he wanted to bring forward.

**Councilmember Tomei** supported including an MDDA member but felt there should be more discussion on how to proceed.

**Councilmember Schreiber** was concerned it was not appropriate to name an additional member to the policy-making group before the framework was developed.

**Mayor Lomnicki** agreed with the Councilors' previous comments and did not feel a decision was necessary at this time.

**Councilmember Trotter** added the Planning Commission should be composed of the same members until the Steering Committee provides further direction. He appreciated the Planning Commission's foresight and concern with this issue.

#### INFORMATION

1. **Mayor Lomnicki** announced concerts at Ardenwald Park each Thursday in August beginning at 7:00 p.m.
2. **Councilmember Kappa** announced Skate Daze 97 at the Aquatic Park on July 27.
3. **Bartlett** noted the Iwaki Jr. High Exchange Program would begin July 28.

**Mayor Lomnicki** announced an executive session would be held immediately following adjournment of the regular session to discuss personnel evaluation and property acquisition pursuant to ORS 192.660.

**Mayor Lomnicki** adjourned the regular session at 7:45 p.m.

*Pat DuVal*

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Pat DuVal  
City Recorder

**CITY OF MILWAUKIE  
CITY COUNCIL AGENDA  
JULY 15, 1997**

**MILWAUKIE CITY HALL**

10722 SE Main Street

**1771st MEETING**

**WORK SESSION**

5:00 - Council Information Sharing

5:30 - Storm Water Master Plan

6:15 - Paving Projects

**REGULAR SESSION**

7:00 p.m.

- I. **CALL TO ORDER**  
**Pledge of Allegiance**
  
- II. **PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**
  - A. **Introduce Michelle Gregory, Neighborhood Services Coordinator (Dan Bartlett)**
  - B. **National Night Out**
    1. **Proclamation (Craig Stensrud)**
    2. **Special Meeting Time for August 5, 1997, Regular Session -- Resolution (Mayor Lomnicki)**
  
- 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 July 1, 1997**
  - B. **Liquor License Application: Northwest Distribution Center, 9696 SE Omark Drive (new outlet)**
  - C. **City Acceptance of 1997 Stormline Projects**
  - D. **City Acceptance of School Zone Flashing Light Project**
  - E. **City Acceptance of 95 - 96 Waterline Upsize Project**
  
- IV. **AUDIENCE PARTICIPATION** *(The Mayor will call for statements from citizens regarding issues relating to the City. It is the intention that this portion of the agenda shall be limited to items of City business which are properly the object of Council consideration. Persons wishing to speak shall be allowed to do so only after registering on the comment card provided. The Council may limit the time allowed for presentation.)*

- V. **PUBLIC HEARING** (*Public Comment will be allowed on items appearing on this portion of the agenda following a brief staff report presenting the item and action requested. The Mayor may limit testimony.*)

**None scheduled**

- VI. **OTHER BUSINESS** (*These items will be presented individually by staff or other appropriate individuals. A synopsis of each item together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.*)

- A. **Transportation System Plan -- Ordinance, second reading (Dan Pava)**
- B. **1997 Island Station Stormline Construction Project (Ruthanne Bennett)**
- C. **Willow Street LID -- Resolution (Jim Brink)**
- D. **Consider Waiving Purchasing Rules and Awarding Personal Services Contracts for Implementation of City Service Area Expansion Goal (Dan Bartlett)**
- E. **Consider Planning Commission Request for MDDA Representation during Regional Center Review Process (Dan Bartlett)**

- VII. **INFORMATION**

- A. **Citizens Utility Advisory Board Minutes of June 6, 1997**
- B. **Planning Commission Minutes of June 10 & 24, 1997 (draft)**
- C. **Park and Recreation Board Minutes of June 2, 1997**
- D. **Articles: *Home Building News* of July 1997**

- VIII. **ADJOURNMENT**

**EXECUTIVE SESSION**

*At the end of the regular meeting, the Council may hold an Executive Session under the authority of Oregon Revised Statutes 192.660 as needed.*

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



## Memorandum

**To:** Mayor and City Council  
**From:** Craig S. Stensrud, Crime Prevention Officer  
**Date:** June 5, 1997  
**Subject:** Request for proclamation approval

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A handwritten signature in black ink, appearing to read "Craig S. Stensrud".

I am requesting that City Council adopt a proclamation approving Tuesday, August 5, 1997, as National Night Out in the City of Milwaukie.

National Night Out is an important nationwide crime and drug prevention event sponsored by the National Association of Town Watch. In its thirteenth year, it is an opportunity for citizens to join their neighbors and members of the police department in activities which foster police/community cooperation and crime and drug prevention awareness. National Night Out has been observed in the City of Milwaukie for several years. Neighborhood Watch and Neighborhood Association leaders will be contacted to encourage planning activities which observe the theme of "Give Neighborhood Crime and Drugs A Going Away Party".

No public costs are related to this activity. It is requested that Council proclaim Tuesday, August 5, 1997 as "National Night Out" in the City of Milwaukie.

PROCLAMATION NO. \_\_\_\_\_

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE,  
OREGON, TO SUPPORT NATIONAL NIGHT OUT 1997

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime and drug prevention program on August 5, 1997 called "National Night Out"; and

WHEREAS, the "14th Annual National Night Out" provides a unique opportunity for Milwaukie to join forces with thousands of other communities across the country in promoting cooperative, police-community crime and efforts; and

WHEREAS, Milwaukie Police Department plays a vital role in promoting crime and drug prevention efforts and is supporting "National Night Out 1997" locally; and

WHEREAS, it is essential that all citizens of Milwaukie be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs, and violence in Milwaukie; and

WHEREAS, police-community partnerships and neighborhood safety and awareness and cooperation are important themes of the "National Night Out" program;

NOW, THEREFORE, WE, MILWAUKIE CITY COUNCIL, do hereby call upon all citizens of Milwaukie to join Milwaukie Police Department and the National Association of Town Watch in supporting the "14th Annual National Night Out" on August 7, 1997.

FURTHER, LET IT BE RESOLVED THAT, WE, MILWAUKIE CITY COUNCIL, do hereby proclaim Tuesday, August 5, 1997 as "NATIONAL NIGHT OUT" in Milwaukie.

Introduced and adopted by the City Council on \_\_\_\_\_, 1997.

CITY OF MILWAUKIE

\_\_\_\_\_  
Craig J. Lomnicki, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
O'Donnell, Ramis, Crew, Corrigan & Bachrach

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, DETERMINING THE AUGUST 5, 1997, REGULAR SESSION WILL BE CALLED TO ORDER AT 5:00 P.M.**

**WHEREAS**, National Night Out is an annual nationwide crime and drug prevention program on August 5, 1997; and

**WHEREAS**, the Milwaukie City Council wishes to express its support of police-community partnerships and neighborhood safety by attending the various neighborhood events; and

**WHEREAS**, the Municipal Code Chapter 2.04.080 designates the regular City Council meetings begin at 7:00 p.m. in the Council Chambers at City Hall and Council must provide notice of any changes;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Milwaukie, Oregon, that the August 5, 1997, City Council regular session will be called to order at 5:00 p.m. at Milwaukie City Hall.

Introduced and adopted by the City Council on July 15, 1997.

By \_\_\_\_\_  
Craig J. Lomnicki, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
O'Donnell, Ramis, Crew, Corrigan & Bachrach

**CITY OF MILWAUKIE  
CITY COUNCIL WORK SESSION  
JULY 1, 1997**

**Mayor Lomnicki** called the work session to order at 4:00 p.m. in the second floor conference room at Milwaukie City Hall.

Councilors present: Tomei, Schreiber, Kappa, and Trotter.

Staff present: City Manager Bartlett; Assistant City Manager Richards; Finance Director Anderson; Community Development Director Collins; Public Works Director Brink; and Police Chief Collier.

**Information Sharing**

1. The group discussed the LUBA appeal filed by the Lewelling Neighborhood District Association. **Bartlett** discussed the LUBA process and explained the City would not use public funds to defend a private developer. LUBA will hear the case and make its decision, and the City Attorney will advise Council of any actions.
2. **Councilmember Trotter** congratulated the Milwaukie Explorer's Post on restoring a vehicle for its use. The Post did the mechanical work and gathered donations to cover painting expenses. The City Council agreed to send a letter recognizing the Post for its efforts.
3. **Councilmember Kappa** commented on the recent Clackamas Cities Association monthly meeting he and Councilmember Schreiber attended. He had asked the group for direction on issues before the Local Public Safety Coordinating Council including school representation on the board, prevention funding, and privatization of public services. He did not feel he received strong direction on any of the issues.
4. **Councilmember Schreiber** discussed information from Clackamas County Assessor Ray Erland which indicated property tax notices would probably not be mailed until November and be payable shortly thereafter.
5. **Mayor Lomnicki** discussed Measure 50 and other bills before the legislature that might result in a statewide loss of revenue.

6. **Councilmember Schreiber** asked Bartlett to discuss the next phase of SB 122. **Bartlett** said Milwaukie's position was to send the documents and proposed agreements to the City Attorney for an opinion. The Cities of Happy Valley and West Linn have argued against Phase 3, and there is a feeling it is not necessary to continue with the consultant.

### City Council Goals 1997 - 1999

**Bartlett** made some introductory comments on the milestones and briefly reviewed the action plans.

The first listed Goal was "*continue to provide effective city services in a cost effective manner.*"

**Councilmember Trotter** asked for clarification of the Objective on draft Goals page two "*develop quantitative measurement of cost effectiveness of development services.*" **Bartlett** said measurements would be developed to determine if the City's processes are comparable with market standards and meet quantitative Goals.

**Bartlett** reviewed the second Goal: "*maintain effective Community Oriented Police Services (COPS).*" **Councilmember Kappa** asked the status of photoradar. **Bartlett** said photoradar will be considered in the 1998 - 1999 legislative session.

**Councilmember Trotter** asked about police officers' attendance at neighborhood meetings as outlined in the action plan. **Collier** said the Objectives are traffic and neighborhood security, so any number of officers could be involved.

**Councilmember Kappa** asked if there was continued activity in the Citizen's Academy. **Collier** said several people have indicated interest in the upcoming October Academy.

**Bartlett** discussed the next Goal: "*encourage civic responsibility by providing opportunities for increased citizen involvement in all aspects of the City.*" He outlined the Neighborhood Services restructure with Richards designated as manager. **Richards** announced Michelle Gregory was hired as Neighborhood Services Coordinator and would begin July 7, 1997.

**Councilmember Kappa** suggested re-wording the second Objective by deleting the word "*consistent*" so it would read "*assist neighborhoods to develop their own visions within the overall City Vision.*" The group discussed the wording of the Objective and how the option might seem restrictive to some readers.

**Councilmember Trotter** felt the Objective of recognizing diversity should include reference to age and economic groups. **Richards** said the intent of the Objective was to encourage a broad range of participation.

The group felt the milestones should be broadened to reach out to the entire community. **Bartlett** suggested the City Council could adopt the Goal and direct staff to enhance the work plan. The group agreed the overall statement was worded correctly.

**Councilmember Kappa** referred to the Objective "*promote active involvement in City Government ...*" and asked about Council's role. The group felt the City Council should share the ownership in this Objective.

**Bartlett** continued to the next Goal: "*continue revitalization of the City Center and the River Front.*" The City Council had no questions or comments on this Goal.

**Councilmember Trotter** referred to draft Goals page ten "*develop a master plan for Kellogg Creek Facility area that excludes the treatment plant.*" He discussed developing a both long- and short-term plans for the sewage treatment plant. **Mayor Lomnicki** felt it was addressed as one of the riverfront development special projects. **Bartlett** added there were mandates regarding the Kellogg Plant and will be an ongoing issue for staff.

**Bartlett** addressed the next Goal: "*continue to improve City infrastructure including: transportation system, street maintenance, storm drainage, and water and sewer collection systems.*" He discussed the Neighborhood Traffic Management Program (NTMP) project ranking under development.

**Councilmember Trotter** referred to the action plan to "*complete one NTMP project per year*" and asked if that was a minimum. **Bartlett** suggested amending it to read "*...at least one project per year.*"

The next Goal **Bartlett** reviewed was: "*maintain involvement in the development and implementation of regional transportation plans, including light rail.*" He discussed the timelines for the Council's position on the final DEIS and lobbying for the locally preferred alternative.

**Councilmember Trotter** felt the Councilors should be included as responsible parties in the action plan except for lobbying and voting on the locally preferred alternative.

**Bartlett** commented the DEIS was a multimodal proposal that included a no-build option, and he suggested referencing the South/North High Capacity Transit Study.

The next Goal was: *"implement City service area expansion plan."*

**Councilmember Schreiber** felt there should be reference to assisting the broader interest areas in advance of annexation.

**Mayor Lomnicki** noted the fourth arrow -- *"annex areas identified as mutually beneficial"* -- did not appear in the action plan. The group discussed the timelines for annexing dual interest areas. **Bartlett** stated the City could be ready for dual interest area B in about 12 months. **Mayor Lomnicki** suggested proceeding with dual interest area evaluation and identifying that as a milestone.

**Councilmember Kappa** referred to draft Goals page 16 and asked why there were no target dates. **Bartlett** said the City Council would first have to consider the Comprehensive Plan period review and Urban Growth Boundary.

**Bartlett** reviewed the final Goal: *"enhance the City's natural environment."* The group discussed the urban forestry plan, and **Bartlett** said staff was gathering quotes from consultants. He anticipated the cost to accelerate the program with outside help would be \$8,000 - \$9,000.

**Mayor Lomnicki** discussed the public hearing process to adopt the Goals. The group agreed it would hear testimony on only the Goals and Objectives and not the action plans.

**Councilmember Trotter** informed the City Council it might hear another funding request for the Milwaukie Jr. High School pool.

**Mayor Lomnicki** adjourned the work session at 6:45 p.m.

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Pat DuVal, Recorder

**CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
JULY 1, 1997**

The one thousand seven hundred and seventieth meeting of the Milwaukie City Council was called to order by Mayor Lomnicki at 7:00 p.m. in the Milwaukie City Hall Council Chambers. The following Councilors were present:

Craig Lomnicki, Mayor	Jean Schreiber
Carolyn Tomei	Rob Kappa
	Don Trotter

Also present:

Dan Bartlett, City Manager	Jim Brink, Public Works Director
Charlene Richards, Assistant City Manager	Maggie Collins, Community Development Director
Pam Beery, City Attorney	Dan Pava, Senior Planner
Brent Collier, Police Chief	JoAnn Herrigel, Program Services Coordinator
Angus Anderson, Finance Director	Nancy Bond, Program Specialist -- Conservation

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

**Haulers' Report**

**Herrigel** presented the staff report. The haulers' financial data indicated an 11.3% rate of return before taxes for the period between January and December 1996. No rate increase was requested.

**Resource Conservation Program**

**Herrigel** presented the staff report. The proposed commendation would formally endorse the Milwaukie Resource Conservation Program to local businesses. Activities completed to date included: reviewing water, energy, and materials use in each City facility; developing educational materials; and selecting and installing recycled content building materials in City remodeling projects. **Mayor Lomnicki** read the commendation for the record. **Herrigel** introduced **Nancy Bond**, Program Coordinator.

**Mayor Lomnicki** expressed his appreciation to **Council President Trotter** for presiding at the previous Council meeting.

## **CONSENT AGENDA**

It was moved by Councilmember Kappa and seconded by Councilmember Tomei to adopt the Consent Agenda which consisted of the following items:

1. **City Council minutes of June 17, 1997;**
2. **Resolution 23-1997: A Resolution of the City Council of the City of Milwaukie, Oregon, Approving an Intergovernmental Agreement between the City of Milwaukie and Clackamas County Regarding the Issuance of Electrical and Plumbing Permits;**
3. **Contract Award for Water Meter Reading Services;**
4. **Contract Award for 1997 Overlay Projects; and**
5. **Contract Award for 1997 Waterline Project.**

**Motion passed unanimously.**

## **AUDIENCE PARTICIPATION**

**Sally Collins**, 11367 SE 35th, Friends of the Milwaukie Jr. High School Pool. The School District accepted the proposal for keeping the pool open this summer. Funds were raised through contributions, and the School District is providing insurance and pool management and acting as the 501C organization. She was seeking innovative planning as well moral and financial support from the City Council and other groups interested in children. Donations can be mailed to the School District office on Lake Road.

## **PUBLIC HEARING**

### **Council Goals 1997 - 1999**

**Mayor Lomnicki** called the public hearing on the 1997 - 1999 City Council Goals to order at 7:16 p.m.

The purpose of the hearing was to consider public comment on the proposed Goals. **Mayor Lomnicki** reviewed the conduct of the hearing.

Report: **Mayor Lomnicki** said Council developed the eight Goals and related Objectives in a series of work session. The Goals support the City's Mission Statement and its citizens' 2015 Vision. **Mayor Lomnicki** read the Goals and related Objectives:

**Goal:** *continue to provide effective city services in a cost effective manner*

Objectives:

- respond to citizens' needs and demonstrate that we are using public resources well; and
- evaluate two services against "best practices" benchmarks.

**Goal:** *maintain effective Community Oriented Police Services (COPS)*

Objectives:

- reduce drug-related crimes;
- reduce vehicle speeding;
- involve Citizens in addressing neighborhood security issues;
- enhance neighborhood safety (more visible patrols and quicker responses); and
- reduce juvenile crime and the number of repeat offenders.

**Goal:** *encourage civic responsibility by providing opportunities for increased Citizen involvement in all aspects of the City*

Objectives:

- continue development of neighborhood service delivery model including code enforcement;
- assist neighborhoods to develop their own visions consistent with the overall City Vision;
- assist in the formation of Business/Industrial Neighborhood District Associations;
- recognize the diversity within our City and encourage participation of all members of the community;
- promote active involvement in City Government, Boards, Commissions, Neighborhood Associations, and Council meetings; and
- provide support services for Citizens to educate themselves about community activities.

**Goal:** *continue revitalization of the City Center and the Riverfront*

Objectives:

- complete land use designations;
- complete design review ordinance;
- identify viable public-private partnerships to initiate phase one projects of the City Center Master Plan;
  - evaluate relocation of downtown transit center;
  - evaluate future uses of the Milwaukie Junior High School site and other public lands; and
  - establish the ability to quickly respond to potential development/redevelopment opportunities

- Riverfront
  - acquire additional Riverfront property; and
  - identify viable public-private partnerships to construct phase one improvements

**Goal:** *continue to improve City infrastructure including: transportation system, street maintenance, storm drainage, water and sewer collection systems.*

Objectives:

- implement the Transportation System Plan including the Lake Road Multi-modal Plan;
- implement the storm drainage master plan;
- implement the pavement management plan;
- implement the Neighborhood Traffic Management Program including School Trip Safety Plan Elements; and
- develop a coordinated funding strategy for:
  - Transportation System Plan (TSP);
  - street maintenance and repair;
  - street improvements; and
  - storm water system improvements

**Goal:** *maintain involvement in the development and implementation of regional transportation plans, including light rail.*

Objectives:

- obtain funding for Milwaukie transportation priorities through inclusion of major regionally significant projects in the Regional Transportation Plan and regional funding strategies; and
- participate in designing the best possible transit system for Milwaukie
  - promote citizen participation in review and comment on the Draft Environmental Impact Statement.

**Goal:** *implement City services area expansion plan.*

Objectives:

- complete urban services agreements with sanitary sewer; water; fire protection; parks, open space and recreation; and streets, roads and mass transit districts by the next Comprehensive Plan Periodic Review in 1998;
- coordinate Clackamas Regional Center Area Plan implementation with City of Milwaukie Comprehensive Plan through City Planning Commission and Council involvement;
- evaluate the impacts of annexing areas within our current urban growth agreement; and
- annex areas identified as mutually beneficial.

**Goal:** *enhance the City's natural environment*

Objectives:

- complete master plans for City-owned open spaces;
- identify and prioritize parks and open space projects for the City to be implemented by NCPRD; and
- develop and implement urban forestry plan.

Correspondence: None.

Public Testimony: **Dale Potts**, 12177 SE Grove Loop, Linwood NDA Chair. He said the Goals should be more representative of the desires of Milwaukie citizens including light rail and other matters.

Council Comments: None.

Questions of Clarification: None.

Close Hearing: **Mayor Lomnicki** closed the public testimony portion of the hearing on the 1997 - 1999 City Council Goals at 7:25 p.m.

Discussion: **Councilmember Trotter** discussed Council's development of these Goals and how the members worked to articulate citizen and regional needs in concert with the City's Vision.

**Councilmember Kappa** said the Goal development process was very acceptable, and he particularly supported the continuation of the COPS program and enhancement of the natural environment. He felt the proposed Goals were the best he had seen during his eight years on the City Council.

**Councilmember Schreiber** commented on the time and energy the City Council put into the development process. Through the City Manager, staff will be directed to devise work plans to carry out the adopted Goals.

**Councilmember Tomei** noted this was her first experience as a Councilor in identifying Citywide Goals, and it was edifying that work plans and timelines were developed to support the adopted Goals.

**Mayor Lomnicki** referred to draft Goals page 13 and noted the last objective should specify the South/North High Capacity Transit Study.

Decision: It was moved by **Councilmember Schreiber** and seconded by **Councilmember Trotter** to adopt the 1997 - 1999 Goals with **Mayor Lomnicki's** amendment. Motion passed unanimously.

## OTHER BUSINESS

### Transportation System Plan, File CPA-96-01

**Pava** presented the staff report in which the City Council was requested to adopt the Draft Transportation System Plan (TSP) as an ancillary document to the Comprehensive Plan and replace Chapter 5 of the Milwaukie Comprehensive Plan with Chapter 8 of the TSP. He noted the following: Exhibit 2 was the legislative draft and Exhibit 3 was the new Chapter 5 of the Comprehensive Plan.

**Mayor Lomnicki** reminded the audience the public testimony portion of the Transportation System Plan (TSP) hearing was closed at the June 17, 1997, meeting. The City Council would continue its deliberation and decision at this meeting.

**Councilmember Kappa** referred to Exhibit 2, page 6-13, Figure 6.3 -- *Arterial Sample Street Cross Sections* -- and asked for clarification of "*appropriate techniques.*" **Pava** said this referred to broader applications such as: re-striping travel lanes to slow speed; signalization control and phasing; widening sidewalks; adding curb corner extensions; designing planted median strips on arterials; managing access at selected intersections; closing and consolidating commercial driveways; increasing enforcement; and utilizing social techniques such as the "Slow Down" banner and Speed Watch Program.

**Mayor Lomnicki** noted arterial streets were intended for cross commutes, and the City is influenced by traffic needs beyond its boundaries. The Regional Transportation Plan (RTP) coordinates these designations between adjacent agencies. **Pava** commented on Milwaukie's work with Portland and Clackamas County.

**Councilmember Trotter** referred to Figure 6.10 -- *Automobile Master Plan* -- and said he understood Monroe Street from McLoughlin Blvd. to Hwy. 224 was a collector rather than an arterial as indicated.

**Councilmember Kappa** referred to Exhibit 2, Chapter 8 Goals -- "*...promote livability by establishing a safe, efficient, balanced and diverse system that reduces the overall vehicle miles traveled in the next twenty years.*" He expressed concern that, if arterials were carrying more traffic for an increasing population, the ability to reduce the overall vehicle miles might be skewed.

**Randy McCourt**, DKS Associates, responded that vehicle miles traveled are evaluated on a regionwide basis, and each community has a share of the amount of traffic moving through it. There was nothing in Milwaukie's Plan that would make the vehicle miles disproportionate to other communities in the region. He discussed coordination with other jurisdictions and the potential for moving traffic to inappropriate routes if needed arterials were downgraded.

**Councilmember Schreiber** referred to original draft page 8-3 and asked for clarification of *Goal Statement 3: Increase the use of walking for all travel purposes*. **Pava** said the general intent was to increase opportunities to use alternative modes of transportation and make fewer car trips

**Councilmember Tomei** referred to Exhibit 2, page 6-6. Residents were very concerned about the figure of 5,000 - 10,000 vehicles per day. Currently, Home Avenue only has 2,000 vehicles per day. She felt either the definition of collector should be revised, or Home Avenue should be designated differently.

**McCourt** said, in the functional classification, volume is driven by connectivity. The intent was not to set thresholds but provide general characteristics and guidelines.

**Councilmember Trotter** suggested using the term "*generally carrying*" on draft original pages 6-4, 6-6, and 6-7 to allow latitude and act as a guideline rather than an absolute.

**Councilmember Schreiber** said the threshold means some type of remediation will take place when that volume is reached.

**Councilmember Tomei** did not feel the volumes were relevant and suggested eliminating them. The definition tells how the street functions.

**Councilmember Trotter** said he was looking for a methodology to make the statement less demanding. He felt the word "*generally*" might be more appropriate.

**Mayor Lomnicki** felt it would be sufficient to use words rather than numbers to describe the street characteristics.

**Councilmember Schreiber** referred to Chapter 2 and commented some of the figures were not where she would have expected to find them.

**Councilmember Schreiber** referred to original draft page 8-15, Goal Statement 1, Objective 1, Policy 2 regarding railroad crossing improvements and asked if these included bridges and trestles. **Collins** responded that bridges and trestles would be a major rail improvement and suggested adding "*at grade*."

**Councilmember Trotter** referred to Exhibit 2, page 6-6, paragraph beginning “At 5,000 vehicles per day, a roadway operates beyond ... These roads are likely to have turn lanes at some intersections and as the volumes approach 10,000 a center left turn lane may become desirable.” Turn lanes could apply to any street, and he suggested adding a turn lane category to Table 6.7 -- *Proposed Street Design Criteria*. He recommended adding the entire paragraph to the right hand column of that table.

**Councilmember Kappa** referred to Exhibit 2, page 6-13, Figure 6.3 -- *Arterial Sample Street Cross Sections*. He felt strongly that there should be traffic management on arterials and collectors to address livability issues. Some of Pava’s suggestion, although appropriate, were not sufficiently broad based.

**Councilmember Trotter** replied that all arterials would have traffic management using those techniques appropriate for arterials. Instead of going through the Neighborhood Traffic Management Program (NTMP) process, the TSP states arterial improvements will include these designs.

**Mayor Lomnicki** added that arterials are part of the regional network.

**Councilmember Kappa** felt there should be traffic management on arterials going through neighborhoods. He urged the NTMP be applied across the board.

**Councilmember Tomei** felt the techniques outlined in the TSP were appropriate for an arterial and indicated she had no problem with the wording.

**Councilmember Kappa** said signalization helps control traffic but not speeding problems. He felt the TSP should focus more on the pedestrian instead of the automobile. He recommended applying the NTMP to arterials to provide a system that protected pedestrians.

**Councilmember Trotter** said the NTMP process determines if traffic calming devices are appropriate on those streets that have been prioritized in the ranking system. He felt the TSP language was stronger in that it ensured arterials would be taken into account.

**Councilmember Tomei** discussed the meetings between ODOT, the City of Milwaukie, and the Island Station Neighborhood regarding 22nd Avenue/River Road traffic problems. Signal and configuration changes were determined more appropriate than installing speed humps. **Councilmember Kappa** asked her if she felt safe walking on that street, and she responded she did not at this time.

**Councilmember Kappa** was concerned about bike and pedestrian safety. He felt the NTMP would be specific about addressing what can be done on arterials to protect citizens.

**Mayor Lomnicki** said the TSP did not preclude the alternatives listed in the NTMP.

**Councilmember Trotter** discussed the public testimony and petitions to downgrade certain street classifications. He disagreed with staff's opinion on Home Avenue and supported Hammang's and Aschenbrenner's position that Home Avenue should not be a collector. He felt Home Avenue better fit with the definition of a neighborhood route since it does not serve as Citywide circulation. Home Avenue provides connectivity to Railroad Avenue and King Road which are a collector and regionally significant route respectively. It is also longer than most local streets. Staff had no technical objections to his position.

**Mayor Lomnicki** asked how he would define Citywide connector.

**Councilmember Trotter** referred to draft original page 8-12 which contained the street type definitions. Home Avenue is within a quarter mile of both Stanley and 42nd Avenues which provide the connectivity. Traffic counts are general in nature, and the modeling did not indicate Home Avenue would ever be a collector street.

**Councilmember Tomei** indicated her support for Councilmember Trotter's proposal.

**Pava** said technically, unlike other collectors included in the study, Home Avenue could be considered a neighborhood route, and the ramifications would not be considered extreme.

**Councilmember Kappa** asked Collins to discuss the TSP review process.

**Collins** said the review opportunities would be: during adoption of the Regional Transportation Plan (RTP); the Comprehensive Plan Periodic Review; NTMP implementation; CIP approval; and Regional Center Master Plan.

**Councilmember Kappa** urged adding a statement that the Traffic Safety and Transportation Board (TSTB) be included in the process and make recommendations to the Planning Commission and City Council. **Collins** said the City Council can assign tasks to its advisory boards and commission.

**Councilmember Schreiber** said she did not feel this type of statement should be included in a document ancillary to the Comprehensive Plan. The involvement can be an assignment in the overall TSTB work plan.

**Councilmember Trotter** commented on the public involvement process in the Comprehensive Plan Review.

**Councilmember Trotter** felt it appropriate to comment on the petitions to downgrade the other four streets designated as collectors.

- Monroe Street -- concurred with staff's recommendation for the following reasons: already proposed change from minor arterial to collector between McLoughlin Blvd. and Hwy. 224; consistent with County designation east of City limits; connects two arterials, Linwood Avenue and 21st Street; and recommended collector designation in Lancaster's 1993 traffic analysis.
- 32nd Avenue -- concurred with staff's recommendation for the following reasons: serves both residential and commercial areas including a CSO zone; and connects two arterials, Harrison Street and Johnson Creek Blvd.
- 34th Avenue -- concurred with staff's recommendation for the following reason: Lancaster's 1993 report indicated 46% of the traffic had neither origin or destination on 34th Street therefore indicating its function in Citywide connectivity.
- Washington Street -- concurred with staff's recommendation for the following reasons: distributes traffic from 21st Street to Lake Road and to Hwy. 224; and serves both residential and commercial areas.

**Mayor Lomnicki** reviewed the six proposed amendments he noted during the discussion and asked Council to vote on them individually.

**It was moved by Councilmember Trotter and seconded by Councilmember Tomei to add the words "at grade" to original draft, page 8-15, Goal Statement 1, Objective 1, Policy 2 regarding railroad crossing improvements. Motion passed unanimously.**

**It was moved by Councilmember Tomei and seconded by Councilmember Schreiber to direct staff to delete reference to volume as a condition of street classification. Motion passed unanimously.**

**It was moved by Councilmember Trotter and seconded by Councilmember Tomei to add a "turn lane" category to Exhibit 2, page 6-12, Table 6-7 based on the language on page 6-6. Motion passed unanimously.**

**It was moved by Councilmember Trotter and seconded by Councilmember Tomei to designate Home Avenue as a neighborhood route from collector. Mayor Lomnicki did not agree entirely, but the connectivity needs were met by Stanley and 42nd Avenues. Motion passed unanimously.**

**Councilmember Kappa** moved to add language to Figure 6.3 -- *Arterial Sample Street Cross Sections* -- regarding the application of Neighborhood Traffic Management Program principles on arterials. Motion died for lack of a second.

**Councilmember Kappa** moved to add language regarding review and comment by the Traffic Safety and Transportation Board. Motion died for lack of a second.

It was moved by **Councilmember Trotter** and seconded by **Councilmember Tomei** to accept map corrections to Figure 6.10 as submitted by staff. Motion passed unanimously.

**Councilmember Trotter** referred to the recommendation in the June 20, 1997, staff report. Staff recommended adding Chapter 8, Streets Goal Statement #2, Policy #5 -- *"The City shall conduct a special study to determine appropriate traffic management techniques for collector streets."* **Councilmember Trotter** felt it did not need to be included because it was covered in the NTMP.

**Pava** referred to Exhibit 3, page 5TR-22, item #5 -- *"The City shall conduct a special study to determine appropriate traffic management techniques for collector streets."* **Councilmember Trotter** asked if City Council had directed this, and **Pava** responded that staff added it based on Council discussion. **Councilmember Trotter** did not believe another study was needed, and the money would be better spent on traffic management.

It was moved by **Councilmember Trotter** and seconded by **Councilmember Tomei** to delete Exhibit 2, page 8-16, item #5 and Exhibit 3, page 5TR-22, item #5 -- *"The City shall conduct a special study to determine appropriate traffic management techniques for collector streets."* Motion passed unanimously.

**Councilmember Kappa** asked if the issue of truck routes on King Road had been settled. **Pava** said King Road is a minor preferred truck route from 82nd Avenue to McLoughlin Blvd.

It was moved by **Councilmember Trotter** and seconded by **Councilmember Tomei** to accept the legislative amendments in Exhibit 2.

**Councilmember Kappa** asked if City Council would adopt the entire document. **Mayor Lomnicki** said at this point the amendments were being considered, then the City Council would go on to adopt the entire document.

**Motion passed unanimously.**

**It was moved by Councilmember Schreiber and seconded by Councilmember Trotter to read the ordinance amending the Comprehensive Plan by adopting the Transportation System Plan as an ancillary document and replacing the Transportation Goals, Objectives, and Polices in Chapter 5 with Chapter 8 of the Transportation System Plan for the first time by title only as amended. Motion passed 4 - 1 with the following vote: Mayor Lomnicki, Councilmember Tomei, Councilmember Schreiber, and Councilmember Trotter aye; Councilmember Kappa nay; no abstentions. The ordinance was read for the first time by title only.**

The second reading of the ordinance will be scheduled for the July 15, 1997, meeting.

#### **General Obligation Bond Refunding**

**Anderson** reported the City of Milwaukie was in the process of refinancing its General Obligation Bond. The analysis indicates the City will save approximately \$117,000.

#### **Contract Award for Towing Services**

**Anderson** discussed the previous staff recommendation for towing services and reviewed the process. Based on testimony and questions at the June 17, 1997, meeting, the City Council directed staff to review the proposals. Staff now recommended rejecting all bids, complete a new RFP, and extend the contract with Olson Brothers to September 30, 1997, based on the investigation and the City Attorney's comments.

**It was moved by Councilmember Kappa and seconded by Councilmember Trotter to reject all towing service proposals. Motion passed unanimously.**

**It was moved by Mayor Lomnicki and seconded by Councilmember Kappa to extend the current contract with Olson Brothers to September 30, 1997. Motion passed unanimously.**

#### **Sewer Charge Refund**

**Anderson** presented the staff report in which the City Council was requested to direct staff concerning administration of utility accounts that have been charged for sewer but not connected to the City's collection/treatment system. He discussed the reimbursement policy and the goal of having all properties in the City connected to the municipal sanitary sewer system.

**Councilmember Schreiber** referred to the bulleted list on staff report page 3 -- *"refunds will include interest for the last six years at an interest rate equivalent to the average interest rate of the Local Government Investment Pool for the six year time period."* She felt the statement could be misinterpreted, and **Anderson** said he would clarify it.

**It was moved by Councilmember Kappa and seconded by Councilmember Tomei to adopt the City of Milwaukie Sewer Charge Reimbursement Policy.**

**Anderson** referred to Councilmember Schreiber's concerns with the refund item and suggested it read *"refunds will include interest for the last six year or other applicable time period ..."* **Mayor Lomnicki** asked if the maker and seconder of the motion would accept the friendly amendment. Councilmember Kappa and Councilmember Tomei said they would accept the friendly amendment.

**Motion passed unanimously.**

#### **Low Income Utility Rate Reduction Program -- Resolution**

**Anderson** presented the staff report in which the City Council was requested to adopt a resolution establishing qualifying income limits for the low income utility rate reduction program. The proposed resolution increases the qualifying income level for one person living alone to \$16,200 and \$18,500 for more than one person in one residence. The levels were based on Clackamas County Section 8 Housing Assistance income qualifications. He added this was not a utility fee waiver but a discount paid from the General Fund to the applicable utility funds.

**Councilmember Schreiber** discussed the 1994 decision to apply the reduced rate across the board based on income levels. She felt there should also be a discussion on rentals.

**Anderson** reviewed the process for low income renters. There are certain instances when the renter does not pay the utility bill directly, so the rate reduction does not apply. He added there were about 150 customers in the low income program, and the annual budget was approximately \$15,000.

**Councilmember Kappa** asked why the qualifying level had increased substantially and if the reconnection fee was waived if a non-profit organization helped the individual pay the utility bill. **Anderson** said the increase was large since the City had not reviewed the level annually based on Section 8 Housing Assistance figures. Responding to the next question, he said if a non-profit organization pays, the reconnection fee is waived. He discussed the process for handling delinquent accounts and noted the City works with customers to develop a payment plan and waives the fee.

**Mayor Lomnicki** suggested amending the resolution to read that the low income standards will be based on Clackamas County Housing Authority Section 8 levels rather than designating specific amounts. This would alleviate problems in keeping up with increases.

**Councilmember Tomei** asked how a utility customer would find out about the program. **Anderson** said information is available at the Milwaukie Center and published in the City newsletter, *Clackamas Review*, and interactive bulletin board.

**It was moved by Councilmember Tomei and seconded by Councilmember Kappa to adopt the resolution amending Resolution 26-1994, to establish qualifying income levels for the City Low Income Utility Rate Program with amendments. Motion passed unanimously.**

**RESOLUTION NO. 24-1997:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING RESOLUTION NO. 26-1994, TO ESTABLISH QUALIFYING INCOME LEVELS FOR THE CITY LOW INCOME UTILITY RATE PROGRAM.**

**Small Scale Energy Loan Program (SELP) HVAC City Hall/Library**

**Brink** presented the staff report in which the City Council was requested to authorize the City Manager to sign documents required to apply for and execute a small scale energy loan from the Oregon Department of Energy. The funds from the loan would be used to improve the City Hall and Library systems.

**It was moved by Councilmember Kappa and seconded by Councilmember Tomei to authorize the City Manager to sign documents required to apply for and execute a small scale energy loan from the Oregon Department of Energy to upgrade the HVAC systems for City Hall and the Library. Motion passed unanimously.**

**Willow Street Local Improvement District -- Resolutions**

**Brink** presented the staff report in which the City Council was requested to adopt a resolution directing staff to prepare a preliminary engineering report regarding the feasibility of providing street and storm improvements that front 3 tax lots in the Lewelling Neighborhood on Willow Street. Staff withdrew the second resolution which would have declared the Council's intent to form a Local Improvement District (LID) to construct these improvements.

It was moved by Councilmember Kappa and seconded by Councilmember Tomei to adopt the resolution directing staff to prepare a preliminary engineering report regarding the feasibility of providing street and storm improvements that front 3 tax lots in the Lewelling Neighborhood on Willow Street. Motion passed unanimously.

**RESOLUTION NO. 25-1997:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, DIRECTING STAFF TO HAVE PREPARED A PRELIMINARY ENGINEERING REPORT REGARDING THE FEASIBILITY OF PROVIDING STREET AND STORM IMPROVEMENTS THROUGH THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT IN THE AREA OF LEWELLING ON WILLOW STREET.**

**INFORMATION**

1. **Councilmember Kappa** noted the Festival Daze events including the skateboard park.
2. **Mayor Lomnicki** thanked the citizens who volunteered to organize the Festival Daze event.
3. **Bartlett** announced the School District had provided information by June 19 on the costs of operating the Milwaukie Jr. High School pool.

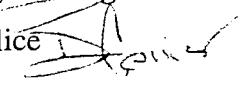
**ADJOURNMENT**

**Mayor Lomnicki** adjourned the meeting at 9:50 p.m.

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Pat DuVal, Recorder/Secretary



**To:** Mayor Lomnicki and Milwaukie City Council  
**Through:** **Dan Bartlett, City Manager**  
**From:** Brent W. Collier, Chief of Police   
**Date:** June 26, 1997  
**Subject:** **O.L.C.C. Application - Canandaigua West, Inc.**

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**Action Requested:**

It is respectfully requested the Mayor and Council approve the O.L.C.C. Application To Obtain A Liquor License from Canandaigua West, Inc. - 9696 S.E. Omark Drive.

**Background:**

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



**MEMORANDUM**

July 2, 1997

**TO:** Mayor and City Council

**THRU:** Dan R. Bartlett, City Manager *DB*

**FROM:** Jim Brink, Public Works Director *JEB 7-3-97*

**SUBJECT:** City Acceptance of 1997 Stormline Projects

**Action Requested:** Acceptance of 1997 Stormline Projects (ST-96-1 and ST-96-2) as capital improvements.

**Background**

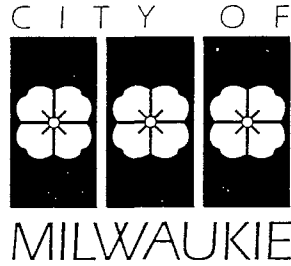
The PW Department advertised for bids for the 1997 Stormline Project on 2-18-97. Low bidder was Les Brown Excavating, Inc. And work began 3-26-97.

ST-96-1 occurred on 33rd Av, 34th Av, 35th Av, Washington St, and Grogan St while ST-96-2 occurred on 40th Av, Monroe St, and Oak St. Both projects involved the installation of 923' of 12" pipe, 2369' of 18" pipe, 680' of 24" pipe, 19 catchbasins, and 10 manholes.

**Discussion:**

1. The project was accepted as complete and retainage paid on 7-11-97.
2. The final cost for both projects is \$218,735. The cost as approved by Council was \$214,235. The difference in the costs was due to three (3) change orders that added structures and the Grogan Street improvements.

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**MEMORANDUM**

July 2, 1997

**TO:** Mayor and City Council  
**THRU:** Dan R. Bartlett, City Manager *DRB*  
**FROM:** Jim Brink, Public Works Director *JTB 7-3-97*  
**SUBJECT:** City Acceptance of School Zone Flashing Light Project

**Action Requested:** Acceptance of School Zone Flashing Light Project (RD-96-2) as capital improvements.

**Background**

The School Trip Safety Program resulted in the installation of the pilot project flashing yellow beacons on 32nd Av near the Ardenwald elementary School. These beacons were well accepted by the community, and Council directed staff to obtain quotes for similar installations near each of the elementary schools within the City limits.

In January 1997 the results of these quotes were brought before council with a recommendation to award to Tice electric Company. Council agreed and the project was awarded to Tice electric on 2-25-97.

Two flashing yellow beacons (one for each direction of travel) were installed on Linwood Av, Washington St, Monroe St, and Logus Rd. As a result, the signals were all working prior to the end of the school year. To ensure that the signals are well noticed by drivers when they are needed, signal operations have been discontinued during the summer months, and will be reactivated when the school year begins in September.

**Discussion:**

1. The project was accepted as complete and the contractor paid at the end of April 1997.
2. The final cost for the project is \$29,312 which was also the cost as approved by Council. The final cost included \$7312 to Paul Zebell for the signal heads and \$22,000 to Tice Electric for the installation of the beacons.

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**MEMORANDUM**

July 2, 1997

**TO:** Mayor and City Council

**THRU:** Dan R. Bartlett, City Manager *[Signature]*

**FROM:** Jim Brink, Public Works Director *JEB 7-3-97*

**SUBJECT:** City Acceptance of 95-96 Waterline Upsizing Project

**Action Requested:** Acceptance of 95-96 Waterline Upsizing Project (WT-96-1) as capital improvements.

**Background**

The Public works Department advertised for bids for the 1995-1996 Waterline Upsizing Project on 5-17-96. Low bidder was Wytan Brown Excavating and work began 7-15-96.

The project involved the installation of 182' of 4" waterline on Nase Ct, 731' of 12" waterline on McGloughlin Blvd, 576' of 8" waterline on 25th Av, and service reconnection work on 27th Av.

**Discussion:**

1. The project was accepted as complete and retainage paid on 1-3-97.
2. The final cost for the project is \$82,015. The cost as approved by council was \$80,765. The difference in the costs was due to one (1) change order that added services.

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July 15, 1997

**TO: Mayor and City Council**

**THRU: Dan Bartlett, City Manager**

**FROM: Maggie Collins, Community Development Director**  
**Daniel Pava, Senior Planner** *DSP*

**RE: Summary of City Council Motions on July 1 to Approve the Transportation System Plan**

Action Requested

No action is requested. This is an informational memo relating to the Council's second reading of the Transportation System Plan Ordinance, scheduled for July 15, 1997.

Summary

The following summarizes the changes that will be made to the final draft of the Transportation System Plan as a result of the seven motions passed by the Council on July 1, 1997.

1. On pages 8-15 and 5TR-29 add the wording "at grade" to Policy 2 under Goal Statement 1, Objective 1, so that it reads: The City will coordinate with local railroad companies and the Oregon Public Utilities Commission to seek funds that will improve all at grade railroad crossings in the City from asphalt to concrete or rubberized material."

2. Delete all references to traffic volumes. These are found on pages 6-4 through 6-7. This would include the 20,000 vehicles per day reference found on page 6-4 in the Principal Routes paragraph, the 10,000 vehicles per day in last bullet on page 6-4, the 5,000 trips per day in second bullet under Collectors on page 6-6, and the 2,000-5,000 range noted in the first line of the Neighborhood Routes paragraph on page 6-7.

3. Move the fourth paragraph under the Collectors heading on page 6-6 and incorporate the turning lane wording into Table 6.7 Proposed Street Design Criteria. This will include the 5,000 and 10,000 vehicle per day references.

4. Classify Home Avenue as a Neighborhood Route instead of a Collector. This means deleting it from Table 6.4 and Figure 6.4, and adding it to Figure 6.7 and Table 6.5. This also means changing how it is drawn on both Figures 6.1 and 6.10 (which appear in Chapters 6, 8 and the Comprehensive Plan replacement Chapter 5).

5. Accept the changes made to Figure 6.10 (to Monroe Street, Railroad Avenue, Oak Street and 37th Avenue) as submitted by staff at the July 1, 1997 hearing.

6. Delete proposed new Policy 5 (a new collector study) from page 8-16, and from page 5TR-22 of the Comprehensive Plan replacement Chapter 5.

7. Incorporate all the other changes included in Exhibit 2 as part of the TSP.

COMMUNITY DEVELOPMENT • PUBLIC WORKS  
6101 SE JOHNSON CREEK BLVD.  
MILWAUKIE, OREGON 97206  
PHONE: (503) 786-7600 • FAX: (503) 774-8236

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING ORDINANCE NUMBER 1437, THE COMPREHENSIVE PLAN (CPA-96-01) BY ADOPTING THE TRANSPORTATION SYSTEM PLAN AS AN ANCILLARY DOCUMENT; AND REPLACING THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN WITH THE TEXT AND MAPS IN CHAPTER EIGHT OF THE TRANSPORTATION SYSTEM PLAN.

WHEREAS, the City of Milwaukie desires to review, amend and revise its Comprehensive Plan on a regular basis; and

WHEREAS, the Transportation System Plan has been developed by the City with the assistance of three citizen working groups and extensive opportunity for public comment, and reviewed by adjacent jurisdictions and relevant public agencies; and

WHEREAS, the Transportation System Plan fosters State Planning Goal 12 and implements the State Transportation Planning Rule requirement for local governments to complete long-range multi-modal transportation plans; and

WHEREAS, the Planning Commission has reviewed the Transportation System Plan, CPA-96-01 at a duly advertised public hearing on May 27, 1997; and

WHEREAS, the City Council held a duly advertised public hearing on June 17, 1997;

**NOW, THEREFORE, THE CITY OF MILWAUKIE DOES ORDAIN AS FOLLOWS:**

Section 1. Findings. Findings of fact in support of the proposed amendment are as follows:

1. CPA 96-01 is a legislative action that has been prepared in accordance with the provisions of Section 1011.5 of the Milwaukie Zoning Ordinance.

2. The draft Transportation System Plan (Exhibit 1) has been evaluated in accordance with Policy 7, Objective 1 from Chapter 2 of the Milwaukie Comprehensive Plan as detailed in Findings 3 through 7.

3. **Conformance with the Comprehensive Plan, its goals, policies, and spirit.** The proposed final draft Transportation System Plan is in conformance with the goals, policies and spirit of the Milwaukie Comprehensive Plan. Adopting the Transportation System Plan as an ancillary document will provide the factual basis and substantiation for the new goals, objectives and policies found in Chapter 8 that will replace and make current those policies now in Chapter 5 of the Comprehensive Plan.

The planning process for the Transportation System Plan has been carried out in accordance with the policies related to Objectives 2 and 3, Chapter 1 that encourage broadly based public participation and promote informed public participation in planning decisions. The Plan will also facilitate policies found in Chapter 3 (Air, Water and Land Resources Quality Element) Objectives 1 and 2, because it provides a means to control air quality problems through local land use and transportation planning. The Plan also promotes traffic management measures designed to improve traffic flow on the Milwaukie Expressway, McLoughlin Boulevard, and major arterials consistent with Objective 3, Policy 5 in Chapter 3.

The functional classification scheme used in the Transportation System Plan enables realization of land use policies found under Objective 2, Chapter 4 (Residential Land Use Density and Location) of the Milwaukie Comprehensive Plan. The Transportation System Plan proposes multi-modal access improvements and roadway design standards along McLoughlin Boulevard and ORE224 consistent with the policies of Objective 13, Chapter 4 of the Milwaukie Comprehensive Plan. The Transportation System Plan recommends using neighborhood traffic management techniques to promote Neighborhood Element Needs Objective 2, Chapter 4 of the Milwaukie Comprehensive Plan. The provision of enhanced pavement maintenance facilitates Objective 2, Chapter 4 of the Milwaukie Comprehensive Plan; and the Neighborhood Area Guidelines found in Chapter 4 of the Milwaukie Comprehensive Plan are strengthened by the addition of complementary transportation policies and proposed projects contained in the Transportation System Plan.

The Plan provides for a coherent and predictable extension of transportation improvements in accordance with the City Growth Element, Chapter 6 of the Milwaukie Comprehensive Plan.

**4. Public need for change.** The City of Milwaukie has not previously completed a comprehensive multi-modal transportation plan that identifies and addresses all transportation system needs over a twenty year period. The existing Transportation Element focuses mainly on automobiles and transit and does not comprehensively address other modes of transportation, especially bicycling and walking. In-depth existing and future condition analyses had not been previously completed by the City to the benefit of the public. Current State mandates, plans and policies, require that local governments plan for all modes of transportation in an integrated fashion.

**5. Public need is best satisfied by this particular change.** This plan amendment accomplishes the public need for change by providing the policy framework and identifying project improvements that satisfy the public's need for a balanced and diverse, safe and accessible transportation system. The Transportation System Plan was accomplished through extensive research and public participation.

**6. The change will not adversely affect the health, safety, and welfare of the community.** The proposed Comprehensive Plan amendment recommends solutions to identified public needs that relate to safety and well-being of citizens traveling in Milwaukie and the greater region. Enhanced safety improvements will be made through proposed transportation system infrastructure projects. The proposed Goals, Objectives and Policies section of the

Transportation Element includes language directed at programs and activities that will enhance livability and positively impact the health, safety and welfare of the community.

**7. The change is in conformance with applicable Statewide Planning Goals.** The proposed Comprehensive Plan amendment is in conformance with Statewide Planning Goals: 1- Citizen Involvement and 12 - Transportation. A public involvement program was established at the beginning of the Transportation System Plan project. Public meetings were conducted from the beginning of the project and continue through public review and adoption. Three citizen working groups participated in the identification of needs, priorities, solutions and draft document review. Public input has been solicited through presentations at community organizations and also from relevant agency staff reviews of work products. The proposed Comprehensive Plan amendment is consistent with Statewide Planning Goal 12 - Transportation, because the City has completed a comprehensive long-range multi-modal plan that meets State guidelines, and addresses areas of focus as listed in the Transportation Planning Rule 660-12-020. Milwaukie's proposed Transportation System Plan has an overall goal that is consistent with the Statewide Planning Goal. "to provide and encourage a safe, convenient and economic transportation system".

Section 2. Comprehensive Plan Ancillary Document. The Transportation System Plan is adopted as an ancillary document to the Comprehensive Plan of Ordinance 1437.

Section 3. Comprehensive Plan Amendment. The text of Chapter Five, Transportation Element Objectives 1-9 inclusive and related policies, including Map 8, found on pages 5TR-1 through 5TR-11 of the Milwaukie Comprehensive Plan, is replaced with Chapter Eight of the Transportation System Plan as presented in Exhibit 3 of the City Council staff report dated June 20, 1997.

Read the first time on \_\_\_\_\_, and moved to second reading by \_\_\_\_\_ vote of the City Council.

Read the second time and adopted by the City Council on \_\_\_\_\_.

Signed by the Mayor on \_\_\_\_\_.

\_\_\_\_\_  
Craig J. Lomnicki, Mayor

ATTEST:

APPROVED AS TO FORM:  
O'DONNELL, RAMIS, CREW, CORRIGAN &  
BACHRACH

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

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



MEMORANDUM

TO: Mayor and City Council

THRU: Dan Bartlett, City Manager *[Signature]*  
Jim Brink, Public Works Director/City Engineer *[Signature]*

FROM: Ruthanne Bennett, Civil Engineering Assistant *[Signature]*

RE: 1997 Island Station Stormline Construction ST-97-2

DATE: July 3, 1997

RECOMMENDATION

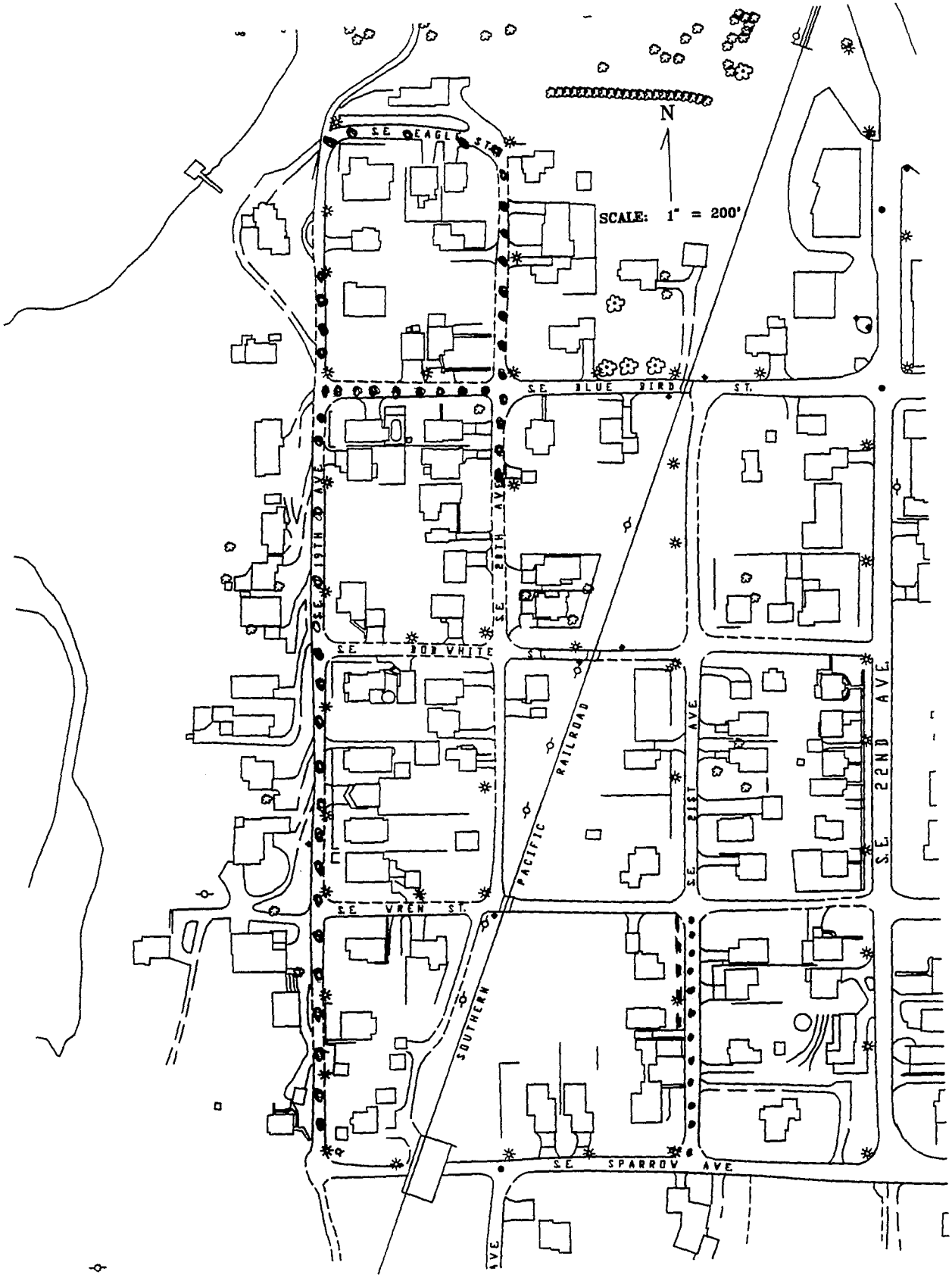
Authorize the Public Works Department to advertise for bids to construct a stormline on 19th, 20th and 21st Avenues between Eagle and Sparrow Streets.

BACKGROUND

Construction of 3300 feet of stormline with catch basins and manholes on 19th, 20th and 21st Avenues between Eagle and Sparrow Streets will collect surface water on those streets so the water will not contribute to local flooding of yards, garages and driveways. Field investigations have been made and plans are being drawn by the Engineering Department. Our intent is to advertise for bids in early August with the bid opening in early September. After receiving and evaluating the bids we will return to Council with our recommendations. We anticipate returning to Council for approval to award in early September. Construction could begin by mid September.

DISCUSSION

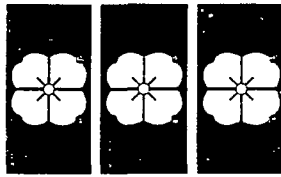
The estimated cost is \$200,000. There are sufficient funds under Capital Expenditures to cover the cost of this construction project.



SCALE: 1" = 200'

N

C I T Y O F



MILWAUKIE

MEMORANDUM

July 3, 1997

**TO:** Mayor and City Council  
**THRU:** Dan R. Bartlett, City Manager *DB*  
**FROM:** Jim Brink, City Engineer *JEB 7-3-97*  
**SUBJECT:** Willow Street LID

**Action Requested:** Adoption of a resolution declaring Council intent to form a Local Improvement District to construct street and storm improvements that front 3 tax lots in the Lewelling neighborhood on Willow Street.

**Purpose:** Continue the LID process for the Willow Street project.

**Background:**

1. Council received a project status report on 6-3-97 and provided guidance to Public Works on critical issues.
2. Council approved Resolution No. 25-1997 directing staff to prepare a preliminary engineering report and other associated documents regarding the feasibility of providing street and storm improvements through the formation of a LID on Willow Street.
3. Two (2) of the three (3) affected properties have Developer's Agreements which means that the property owners may not remonstrate against the LID.
4. Work on the project is expected to begin on or about 9-1-97 and last 30-45 days.

**Discussion:**

**1. Adoption of a resolution (Attachment A) declaring Council intent to form a Local Improvement District to construct street and storm improvements that front 3 tax lots in the Lewelling neighborhood on Willow Street.** The required items for this resolution are attached:

a. Description of area of improvements as shown on the topo and assessor's maps in the attached Engineer's Report.

b. Engineer's Report.

(1) A topo map showing the nature, location and extent of the proposed improvement (Attachment B) and an assessor's map showing the lands to be assessed to pay part of the costs (Attachment C).

(2) Preliminary plans, specs, and estimates of the work to be done. Plans, specs, and schedule of prices for the west end are attached. Preliminary plans and schedule of prices for the east end are being prepared by Compass Engineering and will be available no later than 7-11-97.

COMMUNITY DEVELOPMENT • PUBLIC WORKS  
6101 SE JOHNSON CREEK BLVD.  
MILWAUKIE, OREGON 97206  
PHONE: (503) 786-7600 • FAX: (503) 774-8236

2

(3) An estimate of the costs of the improvement. (Attachment D).

(4) A recommendation as to the method of assessment to be used to arrive at a fair apportionment of the whole or any portion of the costs of the improvement to the properties benefited. **The recommended method of assessment is by front footage.** A tax lot option are also shown.

(5) A description of the location and assessed value of each lot, or portion thereof, to be benefited by the improvement with the names of the owners (Attachment E).

(6) A statement showing outstanding assessments against the properties to be assessed (Attachment F).

street\project\rd971\_5.doc  
7-3-97

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE OREGON DECLARING THE INTENT TO FORM A LOCAL IMPROVEMENT DISTRICT TO CONSTRUCT STREET AND STORM IMPROVEMENTS IN THE AREA OF LEWELLING ADOPTING THE PRELIMINARY ENGINEERING REPORT, CALLING FOR A PUBLIC HEARING, AND DIRECTING THAT NOTICE OF THE HEARING BE GIVEN.**

**WHEREAS**, the City Council by Resolution No. 25-1997 directed that a Preliminary Engineering Report be prepared for the construction of street and storm improvements in an area generally described as Willow Street from 56th Avenue to Winsor Drive; and

**WHEREAS**, the Preliminary Engineering Report has been completed and submitted to the City Council which finds the proposed project to be feasible, and recommends this project be given a priority. Based on the City Engineer's findings, the City Engineer recommends the district be formed and the improvements be made;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Milwaukie that:

Section 1: The City Council by this resolution declares its intention to make the following improvements:

315 feet of street, curb, sidewalk, and storm drainage. 165 feet of the improvements are located on the north side of Willow Street and 150 feet of improvements are located on the south side of Willow Street.

The improvements will be located in the area generally described in the legal description found in Exhibit "A," attached hereto and incorporated herein by this reference.

Section 2: The City Council by this resolution declares its intention to form a local improvement district and to assess the benefited owners for \$29,227, a portion of the cost of the improvement.

Section 3: It is the intention of the City Council that the improvements be constructed in accordance with the plans and specifications contained within the Preliminary Engineering Report provided in Exhibit "B," attached hereto and incorporated herein by this reference. The Preliminary Engineering Report may be changed in the hearings and construction process and is hereby adopted subject to amendments.

Section 4: The total estimated cost for the proposed improvement is \$68,254 and the benefited properties shall be assessed on a front footage basis to arrive at a fair apportionment of the costs among the specially benefited properties.

4

Section 5: A public hearing shall be held at City hall on August 19, 1997, at 7:00 p.m. At this time the City Council will hear objections or remonstrances to the proposed improvement by any property owner within the proposed local improvement district boundary.

Section 6: The Finance Director is hereby directed to give notice of the public hearing as provided in Section 3.08.040 of the Milwaukie Municipal Code.

Section 7: All remonstrances shall be filed with the City Recorder by the close of the initial public hearing. Thereafter, no remonstrances shall be considered.

Introduced and adopted by the City Council on \_\_\_\_\_, 1997.

\_\_\_\_\_  
Craig J. Lomnicki, Mayor

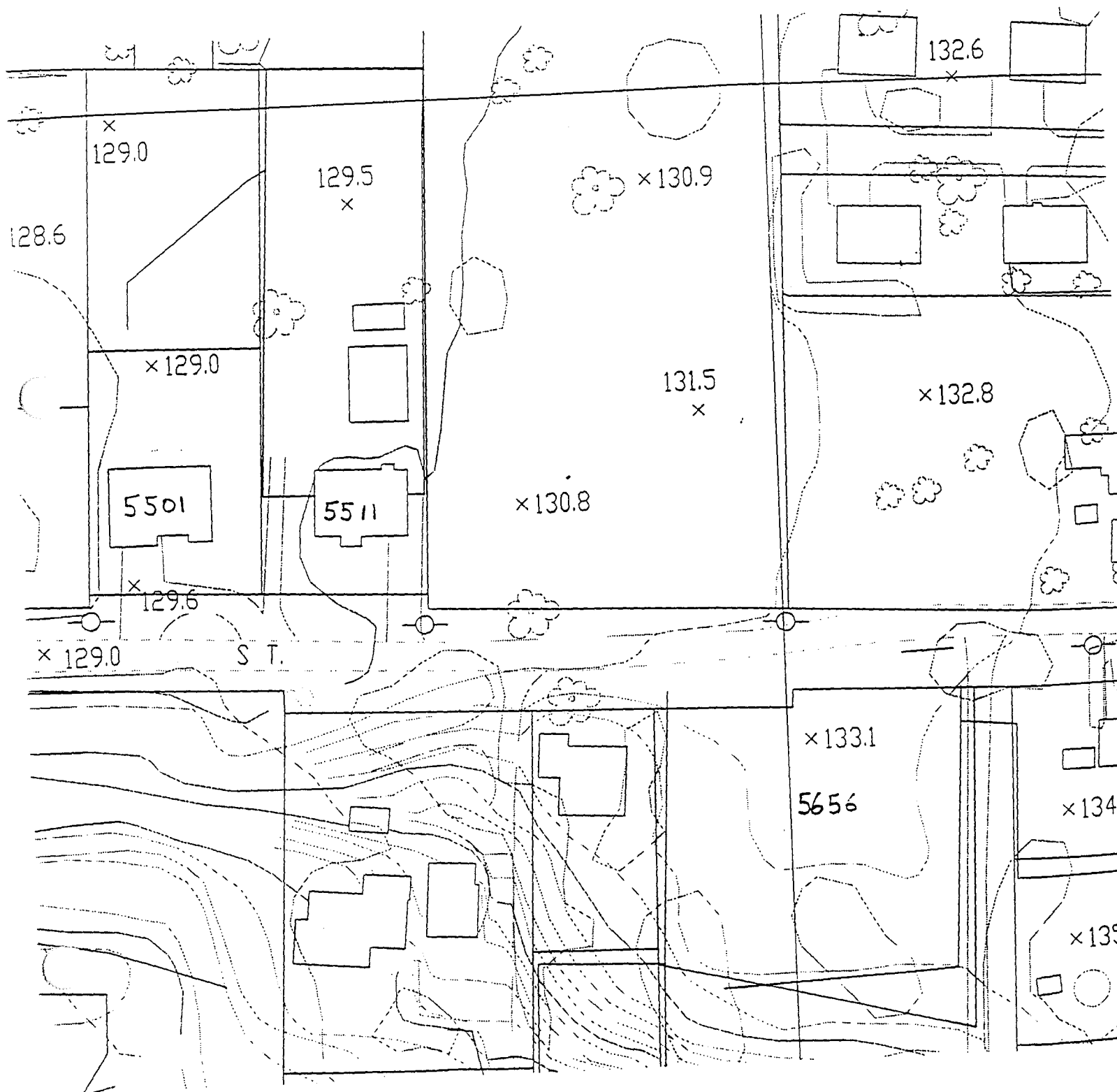
ATTEST:

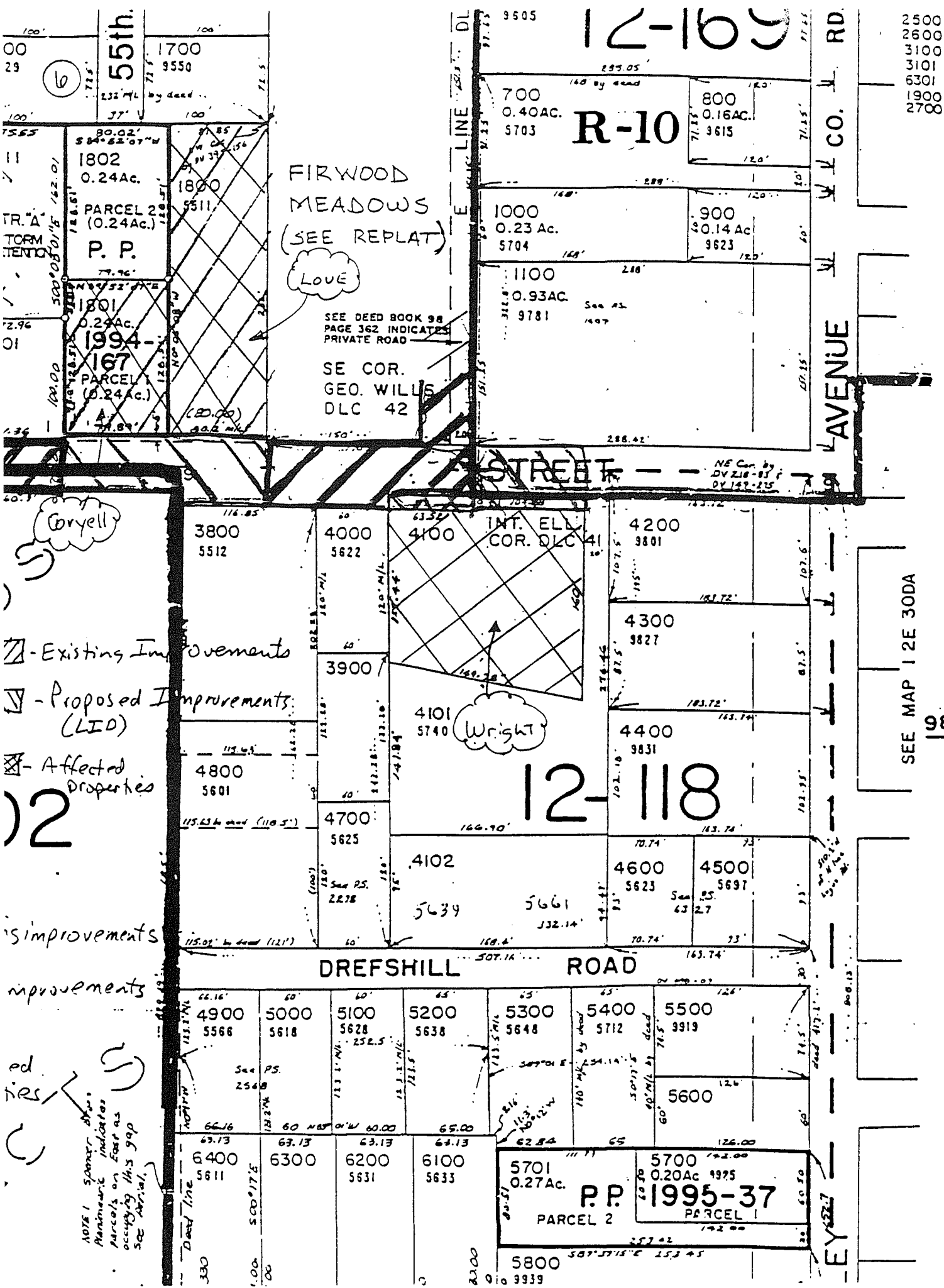
APPROVED AS TO FORM:  
O'DONNELL, RAMIS, CREW & CORRIGAN

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

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

WILLOW STREET LID TOPO MAP





2500  
26000  
31000  
3101  
6301  
1900  
2700

Attachment C  
ASSESSOR'S MAP

SEE MAP 12E 30DA

9800

- Existing Improvements
  - Proposed Improvements (LID)
  - Affected Properties
- 2
- Improvements
- Improvements

NOTE: Survey shows boundaries indicate parcels on East as occupying this gap see aerial.



	TLNO	DEVELO	PHONE(H)	PHONE(O)	PROJECT	OWNER	COOWNER	MAILADDR	SITSRN	SITSRNA	YEARBLT	LANDVAL	BLDGVAL
DA	12E30DB01800		659-1385		RD-97-1	LOVE RODNEY E		5511 SE WILLOW ST	5511	WILLOW ST	1950	44590	59860
DA	12E30DB01801	Y	653-0374		RD-97-1	CORYELL JOHN P	&WENDI D	5501 SE WILLOW ST	5501	WILLOW ST	1942	39470	50810
DA	12E30DB04100	Y		621-3772	RD-97-1	WRIGHT RANDALL	HAYHURST DEBORAH	14751 SE WANDA DR	5656	WILLOW ST	1900	40150	4230

DA = Developer's Agreement

C I T Y   O F  
  
M I L W A U K I E  
M E M O R A N D U M  
July 3, 1997

**TO:** Mayor and City Council  
**THRU:** Dan R. Bartlett, City Manager  
**FROM:** Jim Brink, City Engineer  
**SUBJECT:** Properties with an Outstanding Assessment on Proposed Willow Street LID

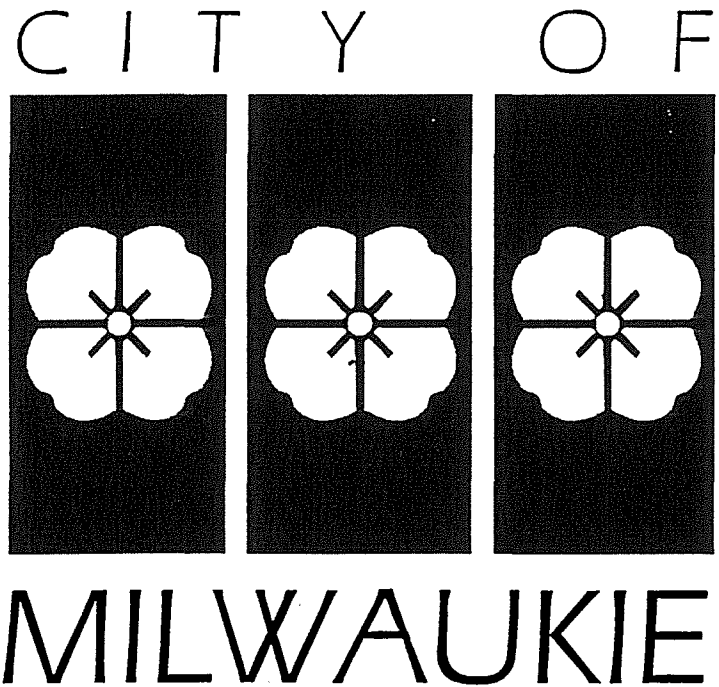
<u>Tax Lot No.</u>	<u>Property Address</u>	<u>Owner</u>	<u>Account No.</u>
12E30DB01800	5511 SE Willow St	Love, Rodney E.	3211800

street\project\rd971\_6.doc  
7-3-97

**CITY OF MILWAUKIE**  
**WILLOW STREET LOCAL IMPROVEMENT**  
**DISTRICT PROJECT**

**LEWELLING NEIGHBORHOOD**

**AUGUST 1997**



**PUBLIC WORKS DEPARTMENT**  
**CITY OF MILWAUKIE, OREGON**  
**6101 SE Johnson Creek Blvd.**  
**Milwaukie, OR 97206**

**NOTICE  
TO  
BIDDERS**

## NOTICE TO BIDDERS

Notice is hereby given that the City of Milwaukie, Oregon will receive sealed bids until 2:00 PM on August 15, 1997 at the Public Works Facility located at 6101 SE Johnson Creek Boulevard, Milwaukie, Oregon 97206. Time at which each bid received for the **WILLOW STREET LOCAL IMPROVEMENT DISTRICT PROJECT** will be publicly opened and read. Late bids will not be considered.

Bidders must be prequalified to bid for street construction. Bidders not currently prequalified for this contract by the Oregon Department of Transportation may apply for prequalification with the City of Milwaukie. Bidders filing prequalification applications must request an early decision and file the statement no later than August 4, 1997.

The proposed work includes but is not limited to the following: **Reconstruction of approximately 160 feet of road including curb, sidewalk and driveway approaches. In addition, the project includes installation of approximately 540 SY of subgrade geotextile, aggregate base, and applying 130 tons of State Class C asphalt; traffic control, pipe installation and other appurtenances as required.** Contract Documents may be examined at Milwaukie Public Works Department. A non-refundable twenty five dollar (\$25.00) fee for each set of plans and specifications will be charged to contractors, additional three dollar (\$3.00) will be charged if mailing is needed.

All bidders shall comply with the requirements of ORS 279.350 "Workmen to be Paid Not Less than Prevailing Wage Rates". the project is to be completed within 60 calendar days after issuance of Notice to Proceed. Protests of Bid Specifications shall be presented to the City in writing no later than August 4, 1997. Envelopes containing protests shall be marked: **BID SPECIFICATION PROTEST - WILLOW STREET LOCAL IMPROVEMENT DISTRICT.**

Bids shall be addressed to Mr. James Brink, Public Works Director, 6101 SE Johnson Creek Boulevard, Milwaukie, Oregon 97206, and clearly marked "**BID FOR WILLOW STREET LOCAL IMPROVEMENT DISTRICT PROJECT**". All proposals must be accompanied by a bid guarantee in the amount of ten percent (10%) of the total bid amount. The successful bidder will be required to to furnish a bond for faithful performance of the contract in the full amount of the contract price. Bid shall be typed or prepared in ink, and shall be signed in ink by the bidder or an authorized representative of the bidder. Alteration or erasures, if any, shall be initialed in ink by the person signing the bid.

The City of Milwaukie reserves the right to reject any or all bids or to waive any informalities in the bidding.

James Brink  
Public Works Director  
City of Milwaukie, OR

August 1997

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# PROPOSAL

**City of Milwaukie  
Willow Street Local Improvement District Project  
Bid Proposal**

TO: Mr. James Brink, P.E.  
Public Works Director  
6101 SE Johnson Creek Blvd.  
Milwaukie, Oregon 97206

The undersigned (check one of the following and insert information requested);

- \_\_\_ a. A Corporation organized and existing under the laws of the State of \_\_\_\_\_; or
- \_\_\_ b. A partnership registered under the laws of the State of \_\_\_\_\_; or
- \_\_\_ c. An individual doing business under and assumed name registered under the laws of the State of \_\_\_\_\_

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein, and that this proposal is in all respects fair and without fraud and that it is made without collusion with any representative of the Owner.

The bidder further declares that: a) s/he have examined the plans, specifications, and other proposed contract documents; b) s/he have determined the extent, nature and type of work to be done, the location and condition of the existing streets and roadways giving access to the site of the work, and topography of the site of the work; and c) s/he have satisfied themselves as to the conditions of the work and materials as included herein is brief, and is intended only to identify the said quantities with detailed requirements of the contract documents.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances; and to perform all labor and work necessary to construct and complete the project entitled:

**Willow Street Local Improvement District Project**

and all specified work appurtenant thereto, and in connection with this project for the Owner within the time limit specified and in accordance with plans, specifications, and change order documents prepared by the Public Works Director for the sums set forth in the following schedule of prices. Bidder agrees to comply with provisions of ORS 279.350, Oregon Prevailing Wage Rate Law.

Willow Street Local Improvement District Project  
Lewelling Neighborhood  
Bid Item List

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Cost
1.	Mobilization	1	L.S.	_____	_____
2.	Traffic Control	1	L.S.	_____	_____
3.	General Excavation	222	C.Y.	_____	_____
4.	Subgrade Geotextile	540	S.Y.	_____	_____
5.	Aggregate Base	163	C.Y.	_____	_____
6.	Type "G-2" Inlet	1	E.A.	_____	_____
7.	Pipeline Trench Excav.	155	L.F.	_____	_____
8.	Furnish & Install Class B Backfill	155	L.F.	_____	_____
9.	Furnish & Install 12" dia. ADS N-12	93	L.F.	_____	_____
10.	Furnish & Install 6" dia. Perf. Pipe	62	L.F.	_____	_____
11.	Asphalt Class C	130	Tons	_____	_____
12.	Install Driveways	3	E.A.	_____	_____
13.	Install Type "C" curb	160	L.F.	_____	_____
14.	Relocate Power Pole	1	E.A.	_____	_____
15.	Regrade Ditch	160	L.F.	_____	_____
16.	Install (5' wide, 4" thick) Sidewalk	160	L.F.	_____	_____
17.	Saw Cut	56	L.F.	_____	_____

Total Bid Price for project \_\_\_\_\_  
( In Numbers)

Total Bid Price \_\_\_\_\_

( In letters)

Contract time of completion for the complete project NOT TO EXCEED 60 calendar days from issuance of Notice to Proceed.

Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the base bid.

The undersigned agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) days after receiving the Contract forms and Agreement, satisfactory Performance and Labor and Materials Payment Bonds, each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided therefor by the Owner. The Surety requested to issue the Performance Bond will be:

\_\_\_\_\_  
(Name of Surety Company)

The undersigned hereby authorizes said Surety to disclose any information to the Owner concerning the undersigned's ability to supply a Performance Bond in the amount of the Contract.

The undersigned certifies that: (1) this Bid has been arrived at independently and is being submitted without collusion with, and without any agreement, understanding, or planned common course of action with any vendor of materials, supplies, equipment or services described in the Advertisement for Bids designed to limit independent bidding or competition; and (2) the contents of the Bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the bids; and (3) if awarded the Contract, s/he will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed, and that s/he will complete the work within the specified number of days set forth in the Agreement.

The undersigned certifies that s/he has received and duly considered the following Addenda to the specifications.

Addenda Number(s): \_\_\_\_\_ to \_\_\_\_\_, inclusive.

**CONTRACT**

**DOCUMENTS**

CITY OF MILWAUKIE

PERFORMANCE-PAYMENT BOND  
Willow Street Local Improvement District

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_

a \_\_\_\_\_, hereinafter called  
(Corporation, Partnership or individual)

"Principal", and \_\_\_\_\_ of \_\_\_\_\_  
(Surety)

State of \_\_\_\_\_, hereinafter called the "Surety", are held and firmly bound unto the City of Milwaukie, Oregon, hereinafter called the "City", in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with City, dated the \_\_\_\_ day of \_\_\_\_\_, 1997, a copy of which is hereto attached and made a part hereof for the construction of the project entitled:

WILLOW STREET LOCAL IMPROVEMENT DISTRICT PROJECT

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if they shall notify all claims and demands incurred under such contracts, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of the failure to do so, and shall reimburse and repay the City all expense which the City may incur in making good any default, and shall promptly make payment to all person, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said contractor or otherwise, then this obligation shall be void otherwise to remain in full force and effect.

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Provided, further, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Provided, further, that the said Principal shall warrant all equipment and materials furnished and work performed under this contract for a period of one (1) year from the date of the written acceptance of the project by the owner.

Provided, further, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original. this the \_\_\_\_ day of \_\_\_\_\_, 1997.

ATTEST:

(Seal)

\_\_\_\_\_  
(Principal) Secretary

CERTIFICATE OF INSURANCE

(21)

This is to certify to:

That the following described policy or policies have been issued to:  
(name and address of insured)

By the (name and address of insurance company)

Description of contract:

Type of Coverage	Limits of Liability	Policy No.	Expiration Date
1. Workmen's Compensation	Statutory		
2. Employers' Liability	\$		
	Bodily Injury	Property Damage *	
3. Comprehensive General Liability			
A. Premises & Operations	\$	\$	
B. Blanket Contractual	\$	\$	
C. Independent Sub-contractors	\$	\$	
D. Products Liability and Completed Operations	\$	\$	
4. Comprehensive Automobile Liability (owned, hired & now-owned)	\$	\$	

5. Other

Expires [2:0] standard time at the address of named insured stated herein.

\* Indicate the following property damage liability features:

	Yes	No
1. "Broadform" including occurrence and care, custody, and control	___	___
2. Explosion, collapse, and underground damage exclusions	___	___

The insurer agrees that it will notify in writing, of any material change, expiration or cancellation of the above described policies not less than 30 days before such change, expiration or cancellation becomes effective. It is further agreed the above-named owner, his officer, agents (including the engineer) and employees are included as additional named insureds but only as respects the performance of the above described contract.

\_\_\_\_\_  
(Name of insurance company)

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

PRIME CONTRACTOR   
SUBCONTRACTOR

FIRST  90 DAY  LAST

Business Name (DBA): \_\_\_\_\_ CCB Registration Number: \_\_\_\_\_ Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Type Of Work: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Project Location: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Project County: \_\_\_\_\_

Date Pay Period Began: \_\_\_\_\_ Date Pay Period Ended: \_\_\_\_\_

**THIS SECTION FOR PRIME CONTRACTORS ONLY**  
Public Contracting Agency Name: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
Date Contract Specifications First Advertised For Bid: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**THIS SECTION FOR SUBCONTRACTORS ONLY**  
Subcontract Amount: \_\_\_\_\_  
Prime Contractor Business Name (DBA): \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ CCB Registration Number: \_\_\_\_\_  
Date You Began Work On The Project: \_\_\_\_\_

(1)	(2)	(3) DAY AND DATE						(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	TRADE, CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)	HOURS WORKED EACH DAY						TOTAL HOURS	BASIC HOURLY RATE OF PAY	HOURLY FRINGE BENEFIT PAID AS WAGE TO EMPLOYEE	GROSS AMOUNT EARNED	TOTAL DEDUCTION FICA, FED. STATE, ETC.	NET WAGE PAID FOR WEEK	HOURLY FRINGE BENEFIT PAID TO PARTY, PLAN, FUND OR PROGRAM	NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
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(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) TRADE, CLASSIFICATION (INCLUDE GROUP # IF APPLICABLE)	(3) DAY AND DATE							(4) TOTAL HOURS	(5) BASIC HOURLY RATE OF PAY	(6) HOURLY FRINGE BENEFIT PAID AS WAGE TO EMPLOYEE	(7) GROSS AMOUNT EARNED	(8) TOTAL DEDUCTION FICA, FED. STATE, ETC.	(9) NET WAGE PAID FOR WEEK	(10) HOURLY FRINGE BENEFIT PAID TO PARTY, PLAN, FUND OR PROGRAM	(11) NAME OF BENEFIT PARTY, PLAN, FUND, OR PROGRAM
		HOURS WORKED EACH DAY														
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**CERTIFIED STATEMENT**

\_\_\_\_\_ DO HEREBY STATE:  
 (NAME OF SIGNATORY PARTY) (TITLE)

(1) THAT I PAY OR SUPERVISE THE PAYMENT OF THE PERSONS EMPLOYED BY: \_\_\_\_\_ ON THE \_\_\_\_\_ (CONTRACTOR, SUBCONTRACTOR OR SURETY) (BUILDING OR WORK) \_\_\_\_\_ THAT DURING THE PAYROLL PERIOD COMMENCING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, AND ENDING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_ ALL PERSONS EMPLOYED ON SAID PROJECT HAVE BEEN PAID THE FULL WEEKLY WAGES EARNED, THAT NO REBATES HAVE BEEN OR WILL BE MADE EITHER DIRECTLY OR INDIRECTLY TO OR ON BEHALF OF SAID \_\_\_\_\_ FROM THE FULL WEEKLY WAGES EARNED BY ANY PERSON, AND THAT NO DEDUCTIONS HAVE BEEN MADE EITHER DIRECTLY OR INDIRECTLY FROM THE FULL WAGES EARNED BY ANY PERSON, OTHER THAN PERMISSIBLE DEDUCTIONS AS SPECIFIED IN ORS 652.610, AND DESCRIBED AS FOLLOWS:

(2) THAT ANY PAYROLLS OTHERWISE UNDER THIS CONTRACT REQUIRED TO BE SUBMITTED FOR THE ABOVE PERIOD ARE CORRECT AND COMPLETE; THAT THE WAGE RATES FOR WORKERS CONTAINED THEREIN ARE NOT LESS THAN THE APPLICABLE WAGE RATES CONTAINED IN ANY WAGE DETERMINATION INCORPORATED IN THE CONTRACT; THAT THE CLASSIFICATION SET FORTH THEREIN FOR EACH WORKER CONFORMS WITH WORK PERFORMED.  
 (3) THAT ANY APPRENTICES EMPLOYED IN THE ABOVE PERIOD ARE DULY REGISTERED IN A BONA FIDE APPRENTICESHIP PROGRAM REGISTERED WITH A STATE APPRENTICESHIP AGENCY RECOGNIZED BY THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR, OR IF NO SUCH RECOGNIZED AGENCY EXISTS IN A STATE, ARE REGISTERED WITH THE BUREAU OF APPRENTICESHIP AND TRAINING, UNITED STATES DEPARTMENT OF LABOR.

I HAVE READ THIS CERTIFIED STATEMENT, KNOW THE CONTENTS THEREOF AND IT IS TRUE TO MY KNOWLEDGE.

\_\_\_\_\_ NAME AND TITLE \_\_\_\_\_ SIGNATURE

**NOTE TO CONTRACTORS:** YOU MUST ATTACH COPIES OF THIS FORM TO EACH OF YOUR PAYROLL SUBMISSIONS ON THIS PROJECT. SEE THE BOLI PUBLICATION PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON FOR INSTRUCTIONS ON COMPLETING THIS FORM.

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TO: Public Agency

RE: Certification of Registered Apprentice(s)  
and/or Trainee(s)

The undersigned hereby certify the following apprentice(s) and/or trainee(s) is/are registered with the Oregon State Apprenticeship and Training Council in a formal program as indicated below.

Agree. Number	Name	Occupation	Current Period	Percent of Wage	Effective Date
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Ration provisions are:

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By \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Signature Contractor or Subcontractor Date

(2)

**BUREAU OF LABOR AND INDUSTRIES**  
**NOTICE OF AWARD OF PUBLIC WORKS CONTRACT**  
(For use by Public Agencies in Complying with ORS 279.363)

**1. CONTRACTING AGENCY INFORMATION**

Name \_\_\_\_\_ Agency Number \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Agency Representative \_\_\_\_\_ Phone \_\_\_\_\_

**2. CONTRACT INFORMATION**

Project Name \_\_\_\_\_ Project Number \_\_\_\_\_  
Project Manager Name \_\_\_\_\_ Fax Number \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Project Location (Street(s), City, State) \_\_\_\_\_  
Project County \_\_\_\_\_ Contract Amount \_\_\_\_\_  
Source of Funds (i.e. 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.) \_\_\_\_\_

**Note: If this project is Federally funded and subject to the Davis Bacon Act, do not submit this form to the Oregon Bureau of Labor and Industries. If Federal funds are involved, but the project is subject to Oregon prevailing wage rate, please specify.**

ate Contract Specifications First Advertised for Bid \_\_\_\_\_  
Date Contract Awarded \_\_\_\_\_ Date Work Expected to Begin \_\_\_\_\_  
Date First Progress Payment Due \_\_\_\_\_ Expected Date of Completion \_\_\_\_\_

**3. PRIME CONTRACTOR INFORMATION**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_  
Construction Contractors Board Registration Number \_\_\_\_\_  
Workers' Comp. Insurance Company \_\_\_\_\_  
Workers' Comp Policy/Binder Number \_\_\_\_\_

**THIS FORM WILL BE RETURNED TO THE CONTRACTING AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.**

RETURN THIS COMPLETED FORM TO **Bureau of Labor and Industries  
Wage and Hour Division Rm 1160  
Prevailing Wage Section  
800 NE OREGON # 32  
PORTLAND, OR 97232  
(503) 731-4074, EXT. 250      FAX: (503) 731-4623**

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Bureau of Labor and Industries  
Prevailing Wage Rate Unit  
800 N.E. Oregon St., # 32  
Portland, OR 97232  
Phone: (503) 731-4074, Fax: (503) 731-4623

**PUBLIC WORK CONTRACT FEE INFORMATION FORM**

(For use by contractors in complying with ORS 279.375)

**THIS FORM TO BE USED FOR PROJECTS AWARDED AFTER SEPTEMBER 9, 1995 ONLY**

Contractors: Please complete and mail this form to BOLI at the above address, along with the appropriate fee (1/10th of 1% of the contract price\* ) payable to BOLI. **MINIMUM FEE IS \$100.00, MAXIMUM FEE IS \$5,000.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

**BUSINESS NAME (DBA)** \_\_\_\_\_ **CCB #** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_ **PHONE:** ( ) \_\_\_\_\_

(STREET OR PO BOX #)

(CITY, STATE, ZIP)

**PROJECT NAME:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_ **PROJECT LOCATION:** \_\_\_\_\_

**AGENCY AWARDED CONTRACT:** \_\_\_\_\_

**AGENCY CONTACT PERSON:** \_\_\_\_\_ **PHONE:** ( ) \_\_\_\_\_

**CONTRACT AMOUNT:** \_\_\_\_\_ **DATE AWARDED:** \_\_\_\_\_ **DATE WORK BEGAN:** \_\_\_\_\_

\*(Contract amount X .001)

(Please duplicate this form for future use)

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Bureau of Labor and Industries  
Prevailing Wage Rate Unit  
800 N.E. Oregon St., # 32  
Portland, OR 97232  
phone: (503) 731-4074, ext.: 250  
FAX: (503) 731-4623

PUBLIC WORKS CONTRACT FEE ADJUSTMENT FORM

THIS FORM TO BE USED FOR RECONCILIATION OF FEES ON COMPLETION OF  
PUBLIC WORKS PROJECTS

(As required by ORS 279.375 and OAR 839-16-210)

Contractors: Please complete and mail this form to BOLI at the above address, after completion of the public works project and not less than 30 days after the final payment by the contracting agency. Contractors are required to determine the final contract price, including all change orders or other adjustments to the original contract price and to calculate the adjusted prevailing wage rate fee, based on the revised contract price. Documentation must be included to support the final contract price. The prevailing wage rate fee, .001, (1/10th of 1%) shall be applied to the final contract price, with credit taken for fees already submitted. The contractor must submit the additional fee payable to BOLI with the adjustment form or requests for refund if applicable. NO ADDITIONAL FEE WILL BE CHARGED, NOR A REFUND MADE, ON ANY RECONCILED AMOUNTS UNDER \$100.00.

BUSINESS NAME (DBA) \_\_\_\_\_ CCB # \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_  
(STREET OR PO BOX #, CITY, STATE, ZIP)

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_ PROJECT LOCATION: \_\_\_\_\_

AGENCY AWARDED CONTRACT: \_\_\_\_\_ DATE AWARDED: \_\_\_\_\_

FINAL CONTRACT AMOUNT: \_\_\_\_\_ FINAL FEE DUE\*: \_\_\_\_\_  
(Include all change orders and adjustments to the contract price) \*(Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: \_\_\_\_\_ INITIAL FEE PAID\*: \_\_\_\_\_  
\*(Contract amount X .001)

BALANCE DUE: \_\_\_\_\_ REFUND DUE: \_\_\_\_\_  
(Final contract fee less initial fee paid)

Sample Calculation:

Final Contract Amount:	\$400,000.00	Final Fee Due:	\$400.00
Original Contract Amt:	<del>-300,000.00</del>	Initial Fee Paid:	<del>-300.00</del>
Total Adjustment:	\$100,000.00	Amount Due or Refund Due:	\$100.00

\*Documentation may consist of change orders or other contract documents substantiating the amount of the contract.

BUREAU OF LABOR AND INDUSTRIES  
WAGE AND HOUR DIVISION

LIST OF SUBCONTRACTORS BY PROJECT  
For use by Prime Contractors in Complying with  
ORS 701.055 (11) and OAR 812-03-000 (14)

PRIME CONTRACTOR NAME \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_

PROJECT NAME AND NUMBER \_\_\_\_\_

Project Location \_\_\_\_\_

CONTRACTING  
AGENCY NAME \_\_\_\_\_ Phone \_\_\_\_\_

<u>SUBCONTRACTOR NAME</u>	<u>CCB REGISTRATION NUMBER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
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The primary contractor shall provide the initial list of subcontractors to the contracting public agency and to the Wage and Hour Division of the Bureau of Labor and Industries, 800 NE Oregon #32, Portland, OR 97232, on the same date that the initial payroll and certified statement form WH-38 is due. The primary contractor will prepare and submit updated lists of subcontractors with each submittal of the payroll and certified statement.



### PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_

(Name of State or Local Government Agency)

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work

ORS 289.023 generally states that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to that agency that the agency plans to fund in the budget period. If the agency decides to use its own equipment and personnel for construction projects estimated to cost more than \$50,000, the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. NOTE: This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 800 NE Oregon St., # 32, Portland, Oregon 97232.



**INSTRUCTIONS**  
**TO**  
**BIDDERS**



## **INSTRUCTIONS TO BIDDERS**

This project shall be constructed following the 1990 American Public Works Association Standard Specifications for Public Works Construction, as ammended on June 22, 1992 unless otherwise indicated in the Drawings or any section of these Specifications. Where differences in the specification exist, these City of Milwaukie Specifications will have precedence.

All work under this Contract shall conform to the OSHA rules and regulations concerning construction safety and health standards.

**SPECIAL**

**SPECIFICATIONS**

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## TRENCH BACKFILL AND COMPACTION

Trench backfill shall be with granular backfill material in conformance with the appropriate Standard Plans and the following requirements:

### GENERAL REQUIREMENT

- A. Backfill shall be kept moist such that the moisture content is within 2%± of optimum moisture.
- B. Maximum density and optimum moisture will be determined using AASHTO methods. A minimum of one test will be required. This test shall be done by the Certified Material Testing firm.
- C. Trench backfill for storm trenches under 8 feet in depth in roadways shall be mechanically compacted. The top 3 feet shall be compacted to at least 95% of maximum density using AASHTO T-99 and the remainder shall be compacted to at least 90% of maximum density using AASHTO T-99.
- D. When working in areas outside of traveled roadways, in yards or easements, backfill compaction may be achieved throughout the entire depth of trench by mechanical compaction to at least 90% density. Compaction of backfill will be accepted by either visual inspection, density testing, or a combination thereof. The method of acceptance will be determined by the Engineer in the field at the time of installation.
- F. All subgrade for pavement base, sidewalks, curbs and drives shall be mechanically compacted to at least 95% density.
- G. Compaction testing will be performed every 300 feet or at the discretion of the Engineer. Locations will be selected on the field. The cost of compaction testing will be incidental to backfill.

MECHANICAL COMPACTION REQUIREMENT

- A. The method of compaction shall be at the Contractor's option.
- B. The Contractor shall be responsible to provide the proper size and type of compaction equipment and select the proper method of utilizing said equipment to attain the required compaction density.
- C. In place compaction tests will be made at random locations as indicated by the Engineer. At least one test will be performed for every 300 feet of trench. Additional tests may be taken on lateral trenches. Testing will be made on the subgrade at the direction of the Engineer. Additional testing may also be required at the direction of the Engineer.
- D. The lift to be compacted shall be equal to or less than that shown in the table below, using mechanical compaction equipment.

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**TRENCH BEDDING AND BACKFILL**

All trench bedding and backfill shall be Class B, 1"-0 crushed rock meeting the requirements of the 1990 APWA Standard Specifications for Public Works Construction section 207.

Trench bedding and backfill in the pipe zone area and the remainder of the trench shall be placed in 6 inch loose material lifts. Compaction shall be mechanical or any other means approved by the Engineer to obtain the required compaction. Compaction shall be as previously described.

Excess water shall not be added to the material, the Engineer will deduct as appropriate.

Measurement ~~and~~ payment for trench bedding and backfill will be per ton.

**NATIVE BACKFILL MATERIAL**

Suitable native backfill materials shall be protected from becoming contaminated or too wet for use. Only at locations outside the roadway, and as directed by the Engineer, native backfill shall be used. Bedding and a minimum of one foot of pipe zone material (1"-0) shall be placed over the pipe prior to backfilling with native material.

Native Backfill shall be incidental to trench excavation.

RESTORATION AND CLEANUP

At the end of each working day, the project shall be cleaned up and secured as directed by the Engineer. This will include, but is not limited to, the cleaning of all storm inlets, sidewalks, crosswalks, traffic lanes, and other surfaces, and the securing of all barricades, steel plates, and appurtenances, and the replacement of mail boxes or other items removed during construction. All excavated trenches will be backfilled or covered with steel sheets. Inlets and sumps shall be protected from sand or other material entering said appurtenances in accordance with the EROSION PREVENTION AND SEDIMENT CONTROL PLANS TECHNICAL GUIDANCE HANDBOOK and the Erosion Control Plan.

All areas damaged by construction shall be restored to equal or better condition as determined by the Engineer. Restoration of landscaping includes reseeding grassy areas located along the west side of the existing sidewalk and shall be considered incidental to the Erosion Control bid item. No separate payment will be made for landscape restoration. Restoration of pavement shall be made incidental to the Asphalt Concrete bid item. Whenever possible, the Contractor shall avoid damaging existing trees and shrubs.

Any costs incurred by the Contractor in providing compliance with this specification will be considered incidental to the work and no separate payment will be made thereof.

The Contractor must work with the Engineer to prepare as constructed data.

CONTROL OF WORK

UTILITIES AND EXISTING IMPROVEMENTS

- A. Information shown as to location of existing water courses, drains, water lines, storm lines or utility lines is provided for the Contractor's information and convenience and is not, in any way, warranted to be accurate by the City. The Contractor shall verify all such information and shall deal with varying conditions at its own expense.
- B. Operation of water valves and hydrants by unauthorized personnel is strictly prohibited. Obtain written permission from, and pay any fee required to the Milwaukie Water Division, prior to using a water hydrant. Hydrants will be used in strict conformance with all permit conditions.
- C. Provide for the flow of all water services, water mains, stormlines, drains, or water courses interrupted during the progress of the work and restore such drains or water courses as approved by the Engineer at no additional cost to the City.
- D. Be responsible for all costs for the repair of any and all damage to any utility, whether previously known or disclosed during the work, as may be caused by the work. Maintain in place utilities not shown on the drawings to be relocated or altered by others. If the Contractor requires temporary relocation for convenience or because of the method of construction or as a result of site conditions, the Contractor shall bear all costs for said temporary relocation. Maintain utilities which are relocated by others in their relocated positions in order to avoid interference with structures which cross the project work. In order to protect underground facilities, excavators performing work shown on these Plans must notify utilities at least 48 business day hours but not more than 10 business days prior to commencing an excavation in accordance with the provisions of ORS 757.541 to 757.571.
- E. Make excavations and borings ahead of work, as necessary, to determine the exact location of interfering utilities, or underground structures. When this is not feasible or practical or the need for such work was not foreseen, such utility owners or the City shall have the right to enter upon the Right-of-Way and upon any structure therein for the purpose of making new installations, changes or repairs. Conduct operations so as to provide the time needed for such work to be accomplished during the progress of the improvement, at no additional cost to the City.

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- F. It is understood that there will be interfering utilities, service laterals, and other underground pipes, drains or structures encountered on underground projects that are not shown or are shown incorrectly on the Plans and/or have not been previously discovered in the field. The Contractor agrees this is a normal and usual occurrence in the construction of underground improvements. Furthermore, Bidders understand and agree that work in some cases must be done in close proximity to said utilities and underground pipes, drains, and structures not shown or shown incorrectly on the Plans, which may require a change in operations and may cause sloughing of the trench, additional traffic control, additional pavement and backfill costs, and time; the Contractor agrees that a reasonable number of these occurrences are usual and ordinary on underground projects and are reflected in the Bid and plan of operation.
- G. The Engineer will require a reasonable amount of time to perform design changes necessitated by directly conflicting utilities, and/or the utility owners will require a reasonable amount of time to make necessary utility relocations. The amount of time will be decided between the Project Manager and the Contractor's Project Supervisor on a case by case basis.
- H. The Contractor agrees to provide a reasonable amount of time for design changes and/or utility relocations due to said interference in the Bid and understands that no additional compensation for interruption of schedule, extended overhead, delay or any other impact claim or ripple effect or any other costs whatsoever will be paid. Additional contract time will be allowed for design changes and/or utility relocation conflicts or interferences.

#### **PROTECTION OF PROPERTY**

- A. Protect all trees, lawns, and planted areas within the Right-of-Way or easements. Restore all on-surface disturbed areas by seeding, mulching, and providing erosion control.

If conditions are such that seeding cannot be done, provide temporary erosion control measures as set forth in the EROSION PREVENTION AND SEDIMENT CONTROL TECHNICAL GUIDANCE HANDBOOK or as directed by the Engineer.

## TRENCH BACKFILL AND COMPACTION

Trench backfill shall be either 1"-0 crushed rock or native material as called for in the plans and shall be placed in conformance with the appropriate Standard Plans and the following requirements:

### GENERAL REQUIREMENT

- A. Backfill shall be kept moist such that the moisture content is within 2%± of optimum moisture.
- B. Maximum density and optimum moisture will be determined using AASHTO methods. A minimum of one test will be required. This test shall be done by the Certified Material Testing firm.
- C. Trench backfill for storm trenches shall be mechanically compacted. The top 3 feet shall be compacted to at least 95% of maximum density using AASHTO T-99 and the remainder shall be compacted to at least 90% of maximum density using AASHTO T-99 except in the pipe zone which shall be compacted to 95% of maximum density. Do not overcompact within the pipe zone.
- D. When working in areas outside of traveled roadways, in yards or easements, backfill compaction may be achieved throughout, the entire depth of trench by mechanical compaction to at least 90% density. Compaction of backfill will be accepted by either visual inspection, density testing, or a combination thereof. The method of acceptance will be determined by the Engineer in the field at the time of installation.
- F. All subgrade for pavement base, sidewalks, curbs and drives shall be mechanically compacted to at least 95% density.
- G. Compaction testing will be performed every 300 feet or at the discretion of the Engineer. Locations will be selected on the field. The cost of compaction testing will be incidental to backfill.

**MECHANICAL COMPACTION REQUIREMENT**

- A. The method of compaction shall be at the Contractor's option.
- B. The Contractor shall be responsible to provide the proper size and type of compaction equipment and select the proper method of utilizing said equipment to attain the required compaction density.
- C. In place compaction tests will be made at random locations as indicated by the Engineer. At least one test will be performed for every 300 feet of trench or as directed by the Engineer. Additional tests may be taken on lateral trenches. Testing will be made on the subgrade only at the direction of the Engineer. Additional testing may also be required at the direction of the Engineer.

DISPOSAL OF EXCAVATED MATERIALS

All excavated materials identified by the Engineer to be **suitable** shall be delivered to the Public Works Department or to a designated location as directed by the Engineer with at least one day of notice. All **unsuitable** material shall become the property of the Contractor, and shall be disposed of by the Contractor at no additional cost to the City. Sewage, hazardous waste, contaminated excavated material, manholes, pipes or other unsuitable materials excavated by the Contractor shall become the property of the Contractor, and shall be disposed in a landfill approved for acceptance of such material. All costs for disposing of this excess material shall be included in the Bid items for the particular work involved.

**EROSION CONTROL**

This work shall consist of the installation and maintenance of temporary construction site erosion control measures. Erosion control design standards and control measures are published under a separate reference: EROSION PREVENTION AND SEDIMENT CONTROL PLANS TECHNICAL GUIDANCE HANDBOOK, City of Milwaukie, (hereinafter referred to as the Erosion Control Handbook). This publication is available at the Public Works Department 6101 SE Johnson Creek Boulevard, Milwaukie OR 97206. Utilize the latest version of the Erosion Control Handbook revised February 1995.

The intent of the City is that no excavated material or other construction debris enter the storm system.

The Contractor shall prepare its Erosion Control Plan previous to the preconstruction conference. Changes and/or additions to the Erosion Control Plan may be required by the Engineer.

**PAYMENT**

Erosion Control will be paid on a Lump Sum basis.

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GRANULAR TRENCH BACKFILL MATERIAL FOR STORM PIPE

Measurement and payment for this item will be made on a per cubic yard in place basis. If excess water is added to the material, the Engineer will deduct as appropriate. Imported granular material is specified to be placed in the trench or pipe line embankment. See detail for trench width pay limits.



\*\*\* MEMORANDUM \*\*\*  
July 7, 1997

To: Mayor and City Council  
 From: Dan Bartlett, City Manager *Dan*  
 Re: Waive Personal Service Contract Rules  
 and Award Contracts for Implementation of Council's  
 Goal: Implement City service area expansion plan.

Action Requested

Waive screening and selection policy for personal service contracts and authorize the City Manager to sign agreements with Michael F. Swanson & Associates (\$51,000) and Kent Layden, Solutions (\$15,625).

Background

Council has adopted a goal:

- Implement City service area expansion plan.

OBJECTIVES:

- ⇒ Complete Urban Service Agreements with sanitary sewer; water; fire protection; parks, open space and recreation; and streets, roads and mass transit districts by the next Comprehensive Plan Periodic Review in 1998.
- ⇒ Coordinate Clackamas Regional Center Area Plan implementation with City of Milwaukie Comprehensive Plan through City Planning Commission and Council involvement.
- ⇒ evaluate the impacts of annexing areas within our current urban growth agreement
- ⇒ annex areas identified as mutually beneficial

MILWAUKIE CITY HALL  
 10722 SE MAIN STREET  
 MILWAUKIE, OREGON 97222  
 PHONE: (503) 786-7555 • FAX: (503) 652-4433

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Memo: Waive Personal Service Contract Rules  
Page 2 -- 7/7/97

I have determined that accomplishing this goal could best be done with the assistance of consultants. This project would best be awarded to individuals who have the relevant experience, training, knowledge and experience, technical skill, performance history, and ability to exercise sound professional judgment. The City has experience with two individuals who have demonstrated the performance history needed to help Council and staff accomplish this goal.

These individuals have been involved in previous activities that qualify them above other potential contractors. They have demonstrated the ability to work with Council, City staff, special districts, and citizens. Other contractors would need to spend significant time learning about past City efforts and getting to know the officials of the other parties with whom the City must negotiate.

Waiving the rules and allowing an immediate contract with these two consultants will allow continuation of efforts currently under way. This will result in time savings for the City. It will allow us to capitalize on the recently completed Phase II, Urban Services Project and move toward completed Cooperative Agreements and Urban Service Agreements with those special districts in the Milwaukie Urban Growth area. It will prevent up to a sixty day delay in moving ahead on this Council Goal.

Attached are copies of the proposed personal service agreements, the proposal from these consultants, and copies of the relevant purchasing rules.

cc: File  
cm2003/hd

ADMINISTRATIVE SERVICES DIVISION

DIVISION 21

PERSONAL SERVICE CONTRACTS

**Screening and Selection Policy for Personal Service Contracts Entered Into by the Department of General Services**

125-21-000 (1) The Department of General Services periodically requires the services of a consulting individual or firm to accomplish all or part of a project. This rule sets forth policy to be followed by this Department during screening and selection for personal service contracts. This policy will be adhered to in all cases except for personal services contracts relating to architectural or engineering services, Risk Management related services, the acquisition of works of art commissioned through the Arts Commission selection procedure, or when the Director determines that an emergency exists which requires immediate action. Policy on contracts relating to architectural, engineering, Risk Management related services or the acquisition of art work may be found in OAR 125-65-001, 125-65-015, 125-150-010 and 190-20-000 respectively.

(2) The Department of General Services will contract for consultant services when the specialized skills, knowledge, and resources are not available within the Department; when the work cannot be done in a reasonable time with the Department's own work force; when an independent and impartial evaluation of a situation is required by a consultant with recognized professional expertise and stature in a field; or when it will be less expensive to contract for the work. Such contracts will be let only after approval by the Director of this Department.

(3) For the purposes of OAR 125-21-000 through 125-21-010 the term:

(a) "Administrator" means the Administrator of any Division of the Department of General Services;

(b) "Director" means the Director of the Department of General Services;

(c) "Department" means the Department of General Services;

(d) "Consultant" means an individual or firm that has been found qualified to do specified types of work for the Department of General Services and with whom the Department may contract;

(e) "Personal Services Contract" means contracts for services performed as an independent contractor in a professional capacity, services as a consultant and educational or specialized services. Further detail defining Personal Services Contract as applied to this rule may be found in Public Contract Review Board Administrative Rule 127-10-092.

(4) It is the policy of this Department to select as expeditiously as possible the best qualified consultant available. The Department has therefore established the following selection procedures:

(a) **Formal Selection Procedure:** This procedure will be used whenever professional services of the type governed by this rule are required and the estimated fee to the consultant exceeds \$5,000. Exception to this procedure specified under subsection (b) of this section. The Department may

on smaller projects elect to use the Formal Selection Procedure whenever it determines that it would be prudent and advantageous to do so:

(A) **Announcement:** The Department will make at least one public announcement of its need for personal services in an appropriate trade periodical or newspaper of general circulation. The announcement shall include a description of the proposed project, the scope of the services required, project completion dates, and a description of any special requirements, if present. The announcement shall invite qualified prospective contractors to indicate to the requesting Division their interest in performing the services required. The announcement will specify a closing date by which the statement must be received by the appropriate division and the division's address;

(B) **Application:** Prospective contractors must submit a statement which describes their capabilities, credentials and performance data sufficient to establish their qualification for the project;

(C) **Initial Screening:** The Division Administrator shall evaluate the qualifications of all applicants responding to the announcement by the closing date, and select from among the respondents a minimum of three prospective contractors whose statements evidence the highest level of qualification. Should fewer than three statements be received, then each prospective contractor submitting a statement which meets the Division's minimum qualifications will be interviewed;

(D) **The Final Selection Procedure:**

(i) **Interviews:** The Division Administrator will hold discussions with the three finalists selected from initial screening. Applicant capability, experience and compensation requirements shall determine the Department's final selection;

(ii) **Award of Contracts:** The Division Administrator shall make the final selection, and award contracts to consultants.

(b) **Informal Selection Procedure:**

(A) This procedure may be used when the estimated fee to the consultant does not exceed \$5,000; or at the Director's discretion, when the project consists of work which has been substantially described, planned or otherwise previously studied or rendered in an earlier Departmental contract or that of another state agency, provided that the original selection procedure used for the project was a formal procedure. This procedure shall not be used when the estimated fee to a consultant firm exceeds \$5,000, *except* by specific written approval of the Director;

(B) **Selection:** The Division will contact a minimum of three prospective contractors with which it has had previous successful experience or which are known by the Division to be qualified to offer the sought-after services. A projected fee will be requested and a selection made by the Division Administrator based upon the consultant's capability experience, project approach and compensation requirements.

(c) **Emergency Appointment Procedure:** Nothing in this rule shall be inferred to prohibit or otherwise limit the Director's right to make direct consultant appointments when conditions require a prompt action to protect life or property. In such

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**OREGON ADMINISTRATIVE RULES**  
**CHAPTER 125, DIVISION 21 — DEPARTMENT OF GENERAL SERVICES**

instance, the recommended appointment and a written description of the conditions requiring the use of this appointment procedure shall be submitted by the Division Administrator to the Director for action. The Director will determine if an emergency exists, declare the emergency and, when appropriate, approve the appointment;

(d) The procedures for this rule relating the responsible parties to their actions are as follows:

(A) Professional Consultants — Action: Submit qualifications, credentials and performance data relating to their capabilities to the appropriate Division in response to project announcement;

(B) Division/Department — Action:

(i) Determines that work on a project required the services of a consultant;

(ii) Announces projects as required;

(iii) Requests the Director's approval of the required actions under this rule;

(iv) Determines appropriate selection/ appointment procedure according to this rule;

(v) Selects consultant/candidates as specified under this rule;

(vi) Interviews the top candidates and makes the final selection;

(vii) Executes contracts and awards to consultants, with the Director's prior written approval;

(viii) The Department will maintain a file on the selection process for all Personal Services Contracts which will include:

(I) The method and copy of announcement;

(II) The names of firms/individuals and cost estimates considered;

(III) A justification of need for the contract;

(IV) The basis for selection;

(V) Rationale by which rates were established;  
(VI) How reasonableness of price was determined;

(VII) A copy of the resulting contract.

(C) Director — Action:

(i) Approves each project's scope and budget as necessary;

(ii) Makes Direct and Emergency Appointments as required;

(iii) Approves/disapproves Personal Services Contract and all subsequent amendments.

Stat. Auth.: ORS Ch. 279, 283 & 291

Hist.: GS 1-1983, f. & ef. 1-3-83

**Fees for Public Records**

**125-21-005** (1) The Department of General Services may charge fees for supplying public records. All requests for public records must be in writing.

(2) Fees charged recover actual costs of locating, compiling, making available for inspection, preparing copy in paper, audio, microfilm or machine readable format, and delivering public records. All fees assessed must be paid before public records are made available. Estimates for processing requests for public records will be given when requested.

(3) Standard fees:

(a) Making photocopies .....\$**.25**/page

(b) Department of General Services Information Guide .....\$**3.00**

(c) Certification of Public Record.....\$**5.00**

Stat. Auth.: ORS Ch. 192.440 & 283.060

Hist.: GS 8-1989, f. 10-31-89, cert. ef. 11-1-89

purchase used personal property for \$10,000 or less without competitive bidding if the agency has determined that the direct purchase without competitive bidding will result in cost savings. For purchases of used personal property over \$10,000, three competitive quotes shall be obtained. If three quotes are not available, a written record must be made of the attempt to obtain quotes.

Stat. Auth.: ORS Ch. 279 & 283  
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

#### **Advertising Contracts**

**125-310-080** Public contracting agencies may purchase advertising without competitive bidding.

Stat. Auth.: ORS Ch. 279 & 283  
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

#### **Investment Contracts**

**125-310-090** Public contracting agencies may, without competitive bidding, contract for the purpose of the investment of public funds or the borrowing of funds by a public agency when such investment or borrowing is contracted pursuant to duly enacted statute, ordinance, charter, or constitution.

Stat. Auth.: ORS Ch. 279 & 283  
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

#### **Personal Service Contracts**

**125-310-092** (1) Personal service contracts are not, according to the definition of "public contract" in ORS 279.011(5), subject to the competitive bidding provisions of ORS Chapter 279. Rather, personal service contracts, except those for architectural, engineering and related services as described in ORS 279.712(2), are subject to the provisions of ORS 291.021 and OAR Chapter 122. Pursuant to ORS 279.051(2), this rule describes a method for distinguishing between personal service contracts and public contracts, particularly service contracts, and provides examples of contracts or classes of contracts which are or are not personal service contracts.

(2) A public contracting agency may, subject to an analysis and determination of appropriateness in accordance with subsection (2)(a) through (c) of this rule, enter into a personal service contract with an independent contractor without competitive bidding under ORS Chapter 279 when the agency needs to have a personal service performed which requires the contractor to exercise a high degree of technical skill or professional judgment and expertise:

(a) The nature of the tasks to be performed, the needs of the public contracting agency and the interests of the public form the basis for distinguishing between personal service contracts and public contracts. Hence, if:

(A) The public contracting agency requires a product or service for which the agency has developed or is reasonably able to develop, respectively, adequate design and/or performance specifications; and

(B) Selecting a contractor on the basis of lowest price would be likely to meet the agency's needs, then the tasks should be performed pursuant to a public contract let in accordance with the

competitive bidding provisions of ORS Chapter 279. Conversely, if a public contracting agency is reasonably unable to develop adequate design and/or performance specifications but must instead have the assistance of the contractor's training, knowledge and expertise to develop a scope of work statement and selecting the contractor on the basis of lowest price would be unlikely to meet the agency's needs, then the tasks would most appropriately be performed under a personal service contract. Such a personal service contract should be entered into in accordance with the provisions, as the case may be, of ORS 291.021 or 279.712(2). In determining whether its needs will be met through award of a personal service contract rather than a public contract, the public contracting agency should consider whether selecting the contractor on the basis of qualifications rather than lowest price will result in the agency obtaining the best value for its money.

(b) A personal service contract is appropriate where the contract is awarded primarily on the basis of the contractor's qualifications, including but not limited to, such criteria as experience, training, knowledge and expertise, technical skill, creativity, artistic ability, performance history, and demonstrated ability to exercise sound professional judgment. Price will be, at most, a secondary criterion for awarding a personal service contract;

(c) A personal service contract is not appropriate where price is or should be the primary selection criterion. A public contract, in contrast to a personal service contract, will be awarded primarily on the basis of price; criteria such as experience, training, knowledge and expertise, technical skill, creativity, artistic ability, performance history, and demonstrated ability to exercise sound professional judgment, which may be taken into account during the selection process, will be of only secondary importance. Unless otherwise statutorily excepted, a public contract must be awarded based on:

(A) Competitive bidding pursuant to ORS 279.015(1); or

(B) An alternative competitive process under ORS 279.015(2).

(3) Personal service contracts may include, but are not limited to, the following:

(a) Contracts for services performed as an independent contractor in a professional capacity, including but not limited to the services of an accountant; attorney; architectural or land use planning consultant; physician or dentist; registered professional engineer; appraiser or surveyor; passenger aircraft pilot; aerial photographer; timber cruiser; data processing consultant or broadcaster;

(b) Contracts for services as an artist in the performing or fine arts, including but not limited to persons identified as photographer, filmmaker, painter, weaver, or sculptor;

(c) Contracts for services of a specialized, creative and research-oriented, noncommercial nature;

(d) Contracts for services as a consultant;

(e) Contracts for educational and human custodial care services.

(4) The following are not personal service contracts:

(a) Contracts, even though in a professional

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capacity, if predominately for a product, e.g., a contract with a landscape architect to design a garden is for personal services, but a contract to design a garden and supply all the shrubs and trees is predominately for a tangible product;

(b) A service contract, including a contract with a temporary service or personnel agency, to supply labor which is of a type that can generally be done by any competent worker, e.g., data entry, key punch, janitorial, security guard, crowd management, crop spraying, laundry, and landscape maintenance service contracts;

(c) Contracts for trade-related activities considered to be labor and material contracts;

(d) Contracts for services of a trade-related activity, to accomplish routine, continuing and necessary functions, even though a specific license is required to engage in the activity. Examples are repair and/or maintenance of all types of equipment or structures.

Stat. Auth.: ORS 279.011, 279.051(2), 279.712(2) & 283.060  
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84; GS 3-1992, f. & cert. ef. 2-3-92

**Single Seller of Product Required**

125-310-120 Subject to the requirements of OAR 125-340-030, public contracting agencies may purchase without competitive bidding if there is only one seller of a product of the quality required, or if the efficient utilization of existing equipment or supplies requires specification of a compatible product for which there is only one seller.

Stat. Auth.: ORS Ch. 279 & 283  
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

**Food Service Contracts**

125-310-135 (1) For purposes of this rule food service means a contract in which the contractor agrees to perform for a public contracting agency all of the following functions: the purchase, preparation, and service of meals and related services.

(2) Contracts for food services may be let without formal competitive bidding subject to the following conditions:

(a) Prior to the selection of a contractor, the public contracting agency has made reasonable efforts to inform known companies providing food services of the subject matter of the contract and solicit proposals including public advertisements in at least one newspaper of general circulation in the area where the contract is to be performed;

(b) The contractor is selected on the basis of the most competitive offer considering cost, quality of the product and the service to be rendered.

Stat. Auth.: ORS Ch. 279 & 283  
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

**Employee Benefit Insurance**

125-310-139 Public contracting agencies may purchase employee benefit insurance without competitive bidding

Stat. Auth.: ORS Ch. 179 & 283  
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

**Insurance Contracts**

125-310-140 Contracts for insurance where

either the annual or aggregate premium exceeds \$5,000 must be let by formal competitive bidding or by one of the following procedures:

(1) Agent of Record: The public contracting agency may appoint a licensed insurance agent ("agent of record") to perform insurance services in connection with more than one insurance contract. Among the services to be provided is the securing of competitive proposals from insurance carriers for all coverages for which the agent of record is given responsibility:

(a) Prior to the selection of an agent of record, the public contracting agency shall make reasonable efforts to inform known insurance agents in the competitive market area that it is considering such selection. These efforts shall include a public advertisement in at least one newspaper of general circulation in the area where the contract is to be performed. The advertisement shall generally describe the nature of the insurance that the public contracting agency will require. If the amount of the annual premium for insurance, other than employee benefits insurance is likely to exceed \$10,000 per year, such notice shall also include a public advertisement in at least one insurance trade publication of general circulation in the state;

(b) Any appointment period shall not exceed three years. Agents may serve more than one appointment period. Agents must qualify for appointment prior to each period as if each appointment period were the first;

(c) In selecting an agent of record, the public contracting agency shall select the agent(s) most likely to perform the most cost-effective services.

(2) Specific Proposals for Insurance Contracts: The public contracting agency may solicit proposals from licensed insurance agents for the purpose of acquiring specific insurance contracts subject to the following conditions:

(a) The public contracting agency shall make reasonable efforts to inform known insurance agents in the competitive market area of the subject matter of the contract, and to solicit proposals for providing the services required in connection with the contract. Such efforts shall include public advertisements in at least one newspaper of general circulation in the area where the public contracting agency is located. If the amount of annual premium for insurance, other than employee benefits insurance is likely to exceed \$10,000 per year, such notice shall also include a public advertisement in at least one insurance trade publication of general circulation in the state;

(b) The public contracting agency shall select an agent on the basis of the most competitive offer considering coverage, premium cost, and service to be provided.

Stat. Auth.: ORS Ch. 279 & 283  
Hist.: GS 2-1984, f. 6-5-84, ef. 6-15-84

**Affirmative Action Contracts**

125-310-145 Public contracts may be let without competitive bidding if the letting of the contract is pursuant to a specific affirmative action plan. Affirmative action is a program designed to insure equal opportunity in employment and business for persons otherwise disadvantaged by reason of race, color, religion, sex, national origin, age, or physical or mental handicap, including, but not limited to,

COUNCIL GOALS

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- Implement City service area expansion plan.

OBJECTIVES:

- ⇒ Complete Urban Service Agreements with sanitary sewer; water; fire protection; parks, open space and recreation; and streets, roads and mass transit districts by the next Comprehensive Plan Periodic Review in 1998.
- ⇒ Coordinate Clackamas Regional Center Area Plan implementation with City of Milwaukie Comprehensive Plan through City Planning Commission and Council involvement.
- ⇒ evaluate the impacts of annexing areas within our current urban growth agreement
- ⇒ annex areas identified as mutually beneficial

ACTION PLAN

ACTION	WHO	DUE DATE
<b>Objective:</b> Complete Urban Service Agreements with sanitary sewer; water; fire protection; parks, open space and recreation; and streets, roads and mass transit districts by the next Comprehensive Plan Periodic Review in 1998.	Dan Bartlett	
Schedule meetings with the various special districts and County	Dan Bartlett	July - December 1997
Complete Appropriate Urban Service Agreements	Council and Special District Boards	September 1997 - July 1998
Submit Agreements for Periodic Review	Maggie Collins	December 1998 - July 1999
<b>Objective:</b> Coordinate Clackamas Regional Center Area Plan implementation with City of Milwaukie Comprehensive Plan through City Planning Commission and Council involvement.	Maggie Collins	
Develop and implement a review system based on the adopted City-County UGMA provision	C.D. staff, P.C., Clackamas Co. Staff. Council	Dec. 1997 - Jan. 1999
Review the Plans in light of Comprehensive Plan Periodic Review Schedule	C.D. staff, Clackamas Co. staff	Jan.-Mar. 1998



# COUNCIL GOALS

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Develop new coordination and implementation programs as directed	C.D. staff, Admin. staff, Council	
<b>Objective:</b> evaluate the impacts of annexing areas within our current urban growth agreement	Angus Anderson	
Develop Capital Needs Analysis of Impact Areas	Angus Anderson/Public Works Engineering	December 31, 1997
Develop Funding Analysis for Capital Improvements in Impact Areas	Angus Anderson	January 31, 1998

•

TO: Dan Bartlett  
FROM: Mike Swanson and Kent Layden  
DATE: July 1, 1997  
RE: Proposal for Services/Urban Services Project

Thank you for inviting us to develop this proposal for assisting the City in its goal of implementing its "service area expansion plan." Our analysis has yielded a two-track process through December, 1997. The tracks are differentiated by two different roles which converge during the project, resulting in an evaluation of the City's position as well as a strategy for accomplishing the City's objectives in a timely manner.

Should you choose to accept this proposal, we would suggest that the first step be a meeting with you and Maggie to clarify expectations and to finalize the workplan. We would suggest that this occur as soon after Council approval as possible in order to meet the deadline set out in this proposal.

**STAFF ROLE**

The first role envisions Mike serving as contract staff in both the completion of the urban service agreements as well as in coordinating the City's response to and evaluating the Clackamas Regional Center Area Plan. He will, at your direction, commence the negotiations of appropriate agreements with existing sanitary sewer, water, fire protection, parks/open space/recreation and transportation service providers consistent with the City's target dates. In addition, he will, at the direction of the Community Development Director, represent the City in and coordinate its evaluation of and response to the Clackamas Regional Center Area planning process consistent with the City's target dates.

As contract staff he will attend all meetings at which information necessary to properly evaluate the various proposals is disseminated, and he will, when appropriate, represent the City at any such meeting. Regular meetings with yourself and Council to report on and to review progress toward the goal will be scheduled at your convenience. He will schedule meetings as needed with Maggie to seek direction and to clarify areas of concern.

This proposal envisions a time frame through December, 1997. The City's due dates for the above work envisions the completion of urban service agreements in July, 1998 (and submission for Periodic Review by July, 1999) and a review of the Clackamas Regional Center Plan as late as March, 1998. The work performed pursuant to this phase of the project envisions a process which could provide either for a continuation of consultant services beyond December, 1997 or an integration of the work into City staff loads at that time. In other words, the consultant team recognizes that the term of the proposal is finite and it should

prepare and facilitate the possible absorption of the responsibilities upon termination of the agreement.

**ASSESSMENT AND STRATEGY DEVELOPMENT**

As soon as possible after approval of the proposal, the consultant team, led by Kent, will undertake to interview a selection of community leaders within the City and within the City's planned service boundaries. To begin, we must know what opinion leaders within the City and its urban services boundary, think. We will identify key community folks to determine how many should be interviewed. We will likely need to conduct thirty interviews to obtain a cross section sufficient to learn the range of interests and concerns. The number is more art than science. Once you begin to hear the same "story" you know you've got it. When possible, group interviews will be used to contain costs.

The interviews will be designed to elicit information with respect to the perception of the City, issues standing in the way of annexation, what is needed to facilitate annexation and desired service levels as compared to existing levels. The results will be used to compare to past studies (e.g. perception of the City) as well as to define the issues which must be resolved to achieve the desired results (i.e. expansion of the City's service area). The staff work above will also be used as input into the development of the final recommendation. This phase of the workplan will be completed in July-September, 1997.

By October, 1997, the consultant team, in consultation with you and Maggie, will develop a strategy for making the expansion happen as well as the compelling reasons arguing for it. The resulting document will detail what we have learned from the interviews and on-going staff work and outline a strategy for how best to involve the public in the process. Likely we will want to meet with a variety of interested external publics in meetings which Kent will lead. We suggest that at least two rounds of meetings be held: round one to elicit issues and concerns, and, as proposed in the next paragraph, a second round once we have cost projections based on what we propose. The first meetings would be held in October-November. We would also suggest open houses for Milwaukie residents to let them know what is being proposed and how this will benefit the City. A final recommended strategy and implementation plan will be delivered to the City Manager by December, 1997.

The information developed through the process will be available to fold into a financial scenario which should then be taken back for the second round of meetings and open houses. Given the January 31, 1998 City due date for a final funding analysis for capital improvements in impact areas, cost issues will be determined beyond the December, 1997 project end we have proposed. We will be happy to discuss carrying our work into the next phase (and year) but thought

it best to leave the City with the discretion to choose to continue as it deems necessary. Thus a proposal with a defined end.

**TIME AND COST ESTIMATES**

It is anticipated that the staff role will consume twelve to fifteen hours per week, for which a monthly fee of \$4,250 is proposed. This is a projection based on the best estimate of what it would require to monitor and represent the City in the Town Center planning process. The process appears to be ready to accelerate, and the time projected assumes a more active schedule. In addition, it is assumed that some time will need to be devoted to assisting in the negotiation of SB122 agreements. The proposal does not include interviews which might be required to be conducted as a part of the "Assessment and Strategy Development" portion of the contract. Should Mike be required to conduct any such community interviews, and should the staff role hours equal or exceed fifteen during the week of the interview(s), then the interview time would be billed as below. It is anticipated that Mike might conduct twenty of the seventy five hours of interviews projected.

The "Assessment and Strategy Development" phase of the proposal would be billed as follows:

**Key Stakeholder Interviews**

- Meet with Maggie and Dan, Council 5 hours
- Interview Key Stakeholders (30) 75 hours

**Summary Report and Plan**

- Regular Review Meetings with Mike 10 hours
- Draft Summary Plan and Report 15 hours

**Round One Public Meetings**

- Prepare for and Facilitate 5 Public Meetings 20 hours

Kent's total time estimate for interviews, summary report and plan, is 125 hours at his professional fee of \$125 per hour for a total cost estimate of \$15,625.

**COST SUMMARY**

Michael F. Swanson-for staff work billed at \$4250 per month from August through December, 1997, for a total cost of \$21,250.

Kent Layden-for 125 hours of professional time at his professional fee of \$125 per hour for a total cost estimate of \$15,625.

CITY OF MILWAUKIE, OREGON  
PERSONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into this \_\_th. day of July 1997, by and between the CITY OF MILWAUKIE, a municipal corporation of the State of Oregon, hereinafter called CITY, and Michael F. Swanson & Associates, hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, CITY has need for the services of an company with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

WHEREAS, CONTRACTOR has done similar work for the City, and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED:

CONTRACTOR shall initiate services immediately upon receipt of CITY's notice to proceed, together with an executed copy of this Agreement. CONTRACTOR will provide the following professional services:

Work with Council and City staff to accomplish Council Goal as attached performing the tasks outlined in the attached proposal.

Prepare follow-up materials.

2. COMPENSATION:

A. The CITY agrees to pay the CONTRACTOR \$51,000 for performance of those services provided herein, which payment shall be based upon the following applicable terms:

1. The City shall pay for meeting supplies and materials through reimbursement for actual out of pocket cost.
2. Payment will be made in installments based on CONTRACTOR's invoice, subject to the acceptance of the City Manager.
3. Payment by the CITY shall release the CITY from any further obligation for payment to CONTRACTOR. The services are services performed or expenses incurred as of the date of the statement of services. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
4. The CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

B. OWNERSHIP OF WORK PRODUCT:

The CITY shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by CONTRACTOR prior to termination of this agreement by CONTRACTOR or upon completion of the work pursuant to this agreement.

C. ASSIGNMENT/DELEGATION:

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

D. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:

1. CONTRACTOR's services shall be provided by Kent Layden. CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled for no compensation other than the compensation provided for under paragraph 2 of this Agreement.
2. In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with the CITY to the effect that CONTRACTOR's services are those of an independent contractor, as provided under Chapter 864 Oregon Laws 1979.
3. CONTRACTOR acknowledges that for all purposes related to this Agreement, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and, furthermore, in the event that CONTRACTOR is found by a court of law or any administrative agency to be an employee of the CITY for any purpose, the CITY shall be entitled to offset compensation due, to demand repayment of any amounts paid to CONTRACTOR under the terms of this Agreement, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as a result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or to a third party) as a result of said finding.
4. The undersigned CONTRACTOR hereby represents that no employee of the City of Milwaukie, or any partnership or corporation in which a CITY employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

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

CONTRACTOR certifies that he or she is not an active member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

3. INDEMNIFICATION:

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

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

4. INSURANCE:

The CONTRACTOR and its subcontractors shall maintain insurance acceptable to the CITY in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of CONTRACTOR's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with the respect to the interests of the CITY and that any other insurance maintained by CITY is excess and not contributory insurance with the insurance required hereunder.

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

Types of Insurance      Limits of Liability

Automobile Liability      Covering any vehicle used on CITY business

                                 Combined singular limit \$500,000, or bodily injury, \$200,000 per person and \$500,000 per occurrence

                                 Property damage per occurrence, \$250,000

Worker's Compensation

The Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

CONTRACTOR's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to CITY. A copy of each insurance policy,

certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of CITY, in lieu thereof, a certificate in form satisfactory to CITY certifying to the issuance of such insurance shall be forwarded to:

Finance Director  
City of Milwaukie  
10722 SE Main  
Milwaukie, Oregon 97222

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

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

5. METHOD IN PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

THE CITY: Accounts Payable  
City of Milwaukie  
10722 SE Main  
Milwaukie, Oregon 97222

CONTRACTOR: Michael F. Swanson & Associates  
333 South State Street #211  
Lake Oswego, OR 97034  
699-7780

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

6. MERGER:

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

7. TERMINATION WITHOUT CAUSE:

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

8. TERMINATION WITH CAUSE:

If CONTRACTOR fails to perform any of its obligations under this contract, within the time and in the manner provided, or in the event of any of the following: insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR; or an assignment for benefit of creditors of CONTRACTOR, or otherwise violates any of the terms of this Agreement, CITY may terminate the Agreement by giving CONTRACTOR written notice stating the reason for the termination. If CITY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damage, if any, sustained by CITY due to the breach of the Agreement by CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

9. ACCESS TO RECORDS:

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

10. FORCE MAJEURE:

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NON-WAIVER:

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

12. NON-DISCRIMINATION:

CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

13. EXTRA (CHANGED) WORK:

Only the City Manager may authorize extra (and/or changed) work. Failure of the CONTRACTOR to secure Manager's authorization for extra work shall constitute a waiver of and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

14. WARRANTIES:

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

15. ATTORNEY'S FEES:

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

16. APPLICABLE LAW:

This contract will be governed by the laws of the State of Oregon.

17. CONFLICT BETWEEN TERMS:

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

18. AUDIT:

CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit City of Milwaukie, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. Any independent audit report of CONTRACTOR's activities or finances prepared for CONTRACTOR shall be submitted to the CITY of Milwaukie's Finance Director.

19. SEVERABILITY:

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

20. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all federal, state and local laws and ordinances, applicable public contracts, and to the work to be done under this contract.

21. COMPLETE AGREEMENT:

This contract and any referenced attachments constitute the complete agreement between the CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

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

DATED: \_\_\_\_\_ CITY OF MILWAUKIE

By: \_\_\_\_\_  
Dan R. Bartlett, City Manager

DATED: \_\_\_\_\_ CONTRACTOR

By: \_\_\_\_\_  
Michael F. Swanson

kent11.doc/hd

CITY OF MILWAUKIE, OREGON  
PERSONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into this \_\_\_th. day of July 1997, by and between the CITY OF MILWAUKIE, a municipal corporation of the State of Oregon, hereinafter called CITY, and Kent Layden - Solutions, hereinafter called CONTRACTOR.

WITNESSETH:

WHEREAS, CITY has need for the services of an company with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

WHEREAS, CONTRACTOR has done similar work for the City, and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED:

CONTRACTOR shall initiate services immediately upon receipt of CITY's notice to proceed, together with an executed copy of this Agreement. CONTRACTOR will provide the following professional services:

Work with Council and City staff to accomplish Council Goal as attached performing the tasks outlined in the attached proposal.

Prepare follow-up materials.

2. COMPENSATION:

A. The CITY agrees to pay the CONTRACTOR \$ 15,625 for performance of those services provided herein, which payment shall be based upon the following applicable terms:

1. The City shall pay for meeting supplies and materials through reimbursement for actual out of pocket cost.
2. Payment will be made in installments based on CONTRACTOR's invoice, subject to the acceptance of the City Manager.
3. Payment by the CITY shall release the CITY from any further obligation for payment to CONTRACTOR. The services are services performed or expenses incurred as of the date of the statement of services. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
4. The CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

B. OWNERSHIP OF WORK PRODUCT:

The CITY shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by CONTRACTOR prior to termination of this agreement by CONTRACTOR or upon completion of the work pursuant to this agreement.

C. ASSIGNMENT/DELEGATION:

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

D. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:

1. CONTRACTOR's services shall be provided by Kent Layden. CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled for no compensation other than the compensation provided for under paragraph 2 of this Agreement.
2. In the event CONTRACTOR is to perform the services described in this Agreement without the assistance of others, CONTRACTOR hereby agrees to file a joint declaration with the CITY to the effect that CONTRACTOR's services are those of an independent contractor, as provided under Chapter 864 Oregon Laws 1979.
3. CONTRACTOR acknowledges that for all purposes related to this Agreement, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and, furthermore, in the event that CONTRACTOR is found by a court of law or any administrative agency to be an employee of the CITY for any purpose, the CITY shall be entitled to offset compensation due, to demand repayment of any amounts paid to CONTRACTOR under the terms of this Agreement, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as a result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or to a third party) as a result of said finding.
4. The undersigned CONTRACTOR hereby represents that no employee of the City of Milwaukie, or any partnership or corporation in which a CITY employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

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

CONTRACTOR certifies that he or she is not an active member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

3. INDEMNIFICATION:

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

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

4. INSURANCE:

The CONTRACTOR and its subcontractors shall maintain insurance acceptable to the CITY in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of CONTRACTOR's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with the respect to the interests of the CITY and that any other insurance maintained by CITY is excess and not contributory insurance with the insurance required hereunder.

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

Types of Insurance      Limits of Liability

Automobile Liability      Covering any vehicle used on CITY business

                                 Combined singular limit \$500,000, or bodily injury, \$200,000 per person and \$500,000 per occurrence

                                 Property damage per occurrence, \$250,000

Worker's Compensation

The Contractor, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

CONTRACTOR's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to CITY. A copy of each insurance policy,

certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of CITY, in lieu thereof, a certificate in form satisfactory to CITY certifying to the issuance of such insurance shall be forwarded to:

Finance Director  
City of Milwaukie  
10722 SE Main  
Milwaukie, Oregon 97222

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

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

5. METHOD IN PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

THE CITY:                      Accounts Payable  
   City of Milwaukie  
   10722 SE Main  
   Milwaukie, Oregon 97222

CONTRACTOR:                Kent Layden  
   1650 SW Highland Pky  
   Portland, OR 97221  
   225-0925

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

6. MERGER:

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

7. TERMINATION WITHOUT CAUSE:

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

8. TERMINATION WITH CAUSE:

If CONTRACTOR fails to perform any of its obligations under this contract, within the time and in the manner provided, or in the event of any of the following: insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR; or an assignment for benefit of creditors of CONTRACTOR, or otherwise violates any of the terms of this Agreement, CITY may terminate the Agreement by giving CONTRACTOR written notice stating the reason for the termination. If CITY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damage, if any, sustained by CITY due to the breach of the Agreement by CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

9. ACCESS TO RECORDS:

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

10. FORCE MAJEURE:

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NON-WAIVER:

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

12. NON-DISCRIMINATION:

CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

13. EXTRA (CHANGED) WORK:

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17. CONFLICT BETWEEN TERMS:

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

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19. SEVERABILITY:

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

DATED: \_\_\_\_\_ CITY OF MILWAUKIE

By: \_\_\_\_\_  
Dan R. Bartlett, City Manager


DATED: \_\_\_\_\_ CONTRACTOR

By: \_\_\_\_\_  
Kent Layden

kent11.doc/hd



\*\*\* MEMORANDUM \*\*\*  
July 7, 1997

To: Mayor and City Council  
From: Dan Bartlett, City Manager   
Re: Consider Planning Commission Request

Action Requested

I would ask that Council provide direction to the Planning Commission on their request to have an MDDA representative sit with the Commission during their review of the proposed code changes.

Background

At my June 17, 1997, meeting with Maggie Collins, I was provided the attached memo. Council has established a process for Phase I of the Regional Center Plan. That process included a Steering Committee made up of Council, Planning Commissioners, and an MDDA representative.

If Council is considering a similar process for the Phase II process, then MDDA participation could be through a continued Steering Committee. In this case having an MDDA representative on in an ex officio capacity with the Planning Commission would not be warranted.

However, if Council was not going to continue a Steering Committee then ex-officio, MDDA, and Neighborhood District Association representation at Planning Commission Work Sessions might be warranted.

It is important for Council to give a clear CHARGE to whatever review process Council would like to establish for Phase II.

cc: File  
cm2004/hd

**Community Development Department  
June 12, 1997**

**TO: Dan Bartlett, City Manager**

**FROM: *MC* Maggie Collins, Community Development Director**

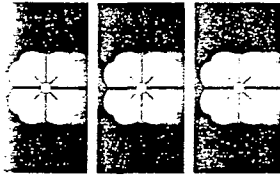
**RE: Planning Commission Action**

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At its May 27, 1997 meeting, the Planning Commission unanimously endorsed the idea of inviting an MDDA representative to sit with the Commission during its upcoming review process for Regional Center proposed code changes during the next fiscal year.

As the Regional Center Steering Committee winds down, planning staff would recommend appropriate Council review of this proposed action, so as to retain continuity of the Steering Committee's direction.

**Cc: Milwaukie Planning Commission**



MILWAUKIE  
MEMORANDUM

May 6, 1997

**TO:** CUAB  
**FROM:** Jim Brink, City Engineer  
**SUBJECT:** Minutes from CUAB Meeting 6-6-97

1. Everyone was present except Jim Backenstos. Mike Clark from Public Works was also present.
2. Minutes from 4-2-97 were approved without comment.
3. Jim Brink

a. Provided an update of the Council work session concerning the proposed changes to the sanitary and water utility rates and the water SDC.

b. Currently, the Street Fund can allocate \$100,000 to \$150,000 per year for street rehabilitation projects.

c. The pavement analysis done by PMSI in 1994 determined that 30 lane miles or 20% of the city streets were in poor condition and in need of rehabilitation. The city opted for a balanced funding approach to pay for the rehabilitation. This approach requires the expenditure of between \$310,000 and \$400,000 over ten (10) years. The City does not currently have the required revenues from gas taxes, registration fees or other sources. Two handouts were provided: a summary of the PMSI study and an excerpt from the Transportation System Plan concerning Street maintenance needs. The PMSI study rated all paved streets from 0 to 10 with 10 being pavement in excellent condition. The breakout for various maintenance treatments is as follows:

0-2	Reconstruction
2-4	Overlay with fabric
4-6	Overlay
6-8	Crack seal/slurry seal
8-10	No action

d. There is a proposal being considered by the current state legislature that would increase transportation revenue. The estimated increased revenue for the City of Milwaukie is as follows:

FY98 -	\$91,479
FY99 -	\$334,029
FY00 -	\$496,855
FY01 -	\$621,805

Public Works letters of support for the transportation package were provided to Representative Lokan and Senator Duncan.

e. Based on the PMSI study, the greatest need or rehabilitation is with the LOCAL streets. The attached spreadsheet provides the breakout of street classifications for streets with a Pavement Quality Index less than 6. Additional spreadsheets show the estimated cost of rehabilitation for Class 2 (Collectors), Class 3 (Local) and Class 5 (Neighborhood Route) streets.

Class 2	\$611,594
Class 3	\$839,527
Class 5	<u>\$233,099</u>
	\$1,684,220

COMMUNITY DEVELOPMENT & PUBLIC WORKS  
1011 S. JOHNSON STREET - SUITE 100  
MILWAUKIE, OREGON 97135  
PHONE: (503) 736-7600 • FAX: (503) 774-8236

These estimates only include the cost of providing and placing asphalt concrete. Costs do not include engineering, paving grade geotextile fabric, curb, or any required storm drain facilities. Costs also do not include total reconstruction of a street if the subgrade and base courses are found to be inadequate.

4. Mike Clark

- a. Streets not overlaid unless underground (utilities) is complete.
- b. Reviewed standard street maintenance practices from the least expensive (crack seal and slurry seal) to most expensive (overlay and total reconstruction).
- c. Stressed the importance of a good drainage system in order to extend the life of the pavement.
- d. Explained some of the terms concerning treatment such as fabric and the different types of asphalt.
- e. Described the major treatments scheduled for this summer: micro paving vicinity Grove Loop and overlays vicinity Barba St.

5. The group then toured some of the city streets to get an idea of their condition with respect to the PMSI pavement quality index. Some of the streets visited: 38th Av., Drake St., 48th Av., Barba St., 34th Av., Home Av., Park St., Jackson St., Monroe St.

6. Returned to JCB for wrap-up. Staff was not seeking a CUAB recommendation concerning a street rehabilitation strategy at this time. Staff would seek a recommendation once the state legislature decides the fate of the Transportation legislation and before the staff provides options to the City Council. The current staff proposal is

- a. Focus on street rehabilitation of LOCAL streets in the next 3-5 years.
- b. Complete underground on Monroe St. before considering a full street improvement (next 3-5 years).
- c. Focus on full street improvement on Monroe St. once underground is in place.
- d. CUAB comments
  - (1) locals vs. collector - both have their needs.
  - (2) work on LOCAL streets would gain a favorable reaction from citizens.
  - (3) Monroe St. has a definite need.
  - (4) Need to consider different funding options.

# DRAFT

CITY OF MILWAUKIE  
PLANNING COMMISSION MINUTES  
TUESDAY, JUNE 10, 1997

COMMISSIONERS PRESENT

Michael Smith, Chair  
Bryan Cosgrove  
Tim Havel  
Terry LaRocque  
Pat Lent  
Chuck Stoudt

COMMISSIONERS ABSENT

None

STAFF PRESENT

Maggie Collins,  
Com. Dev. Dir.  
Stacy Lawson,  
Assistant Planner  
Jane Leeson,  
Pub. Inv. Coord.  
Shirley Richardson,  
Hearings Reporter

OTHERS PRESENT

Brenda Bernards,  
Metro  
Denny Egner,  
SRI Shapiro &  
Assoc  
Lawrence Qamar,  
Lennertz & Coyle

1.0 CALL TO ORDER

The meeting was called to order at 6:35 p.m.

2.0 PROCEDURAL QUESTIONS -- None.

3.0 CONSENT AGENDA

3.1 Planning Commission Minutes -- May 27, 1997

**Tim Havel** moved to approve the minutes of May 27, 1997, as corrected. **Bryan Cosgrove** seconded. MOTION CARRIED 4-0 with two abstentions. Pat Lent and Chuck Stoudt were not at that meeting.

4.0 PUBLIC COMMENT -- None.

CITY OF MILWAUKIE PLANNING COMMISSION

MINUTES OF JUNE 10, 1997

PAGE 2

5.0 PUBLIC HEARINGS

- 5.1 Applicant: City of Milwaukie  
Property Owner: N/A  
Location: N/A  
Proposal: Review of a component of the Regional Center Master Plan as a possible ancillary document to the Milwaukie Comprehensive Plan.  
File Number: CPA-97-03

**Chair Smith** opened the public hearing on File Number CPA-97-03. He then explained the hearing format for a quasi-judicial legislative action. He asked if there were any conflicts of interest or ex-parte contacts to declare. There were none. No one in the audience challenged the impartiality of any Commission member or the jurisdiction of the Planning Commission to hear this matter.

STAFF REPORT

**Maggie Collins** reviewed the Staff Report with the Commissioners. The Planning Commission is being asked to review this report, take public testimony, and continue the public hearing until comments and inputs made tonight can be incorporated into the Regional Center Master Plan, a possible ancillary document to the Milwaukie Comprehensive Plan.

**Maggie Collins** stated that Milwaukie received a State Transportation and Growth Management (TGM) grant in April, 1996, to develop a Regional Center Master Plan. The Commercial Housing and Transportation Working Groups Reports will be used as a guideline by the City's Regional Center Master Plan Steering Committee, and to explore community issues and concerns.

Two results are expected from the Master Plan effort: TGM consultant reports and recommendations, and community input on growth management. This information will be merged to develop a final Regional Center Master Plan. Most of the important action plans will take place in the fall.

A staff report has been prepared and the background has been explained. There were Steering Committee objectives (explained on Page 1 and 2 of the Staff Report)

CITY OF MILWAUKIE PLANNING COMMISSION  
MINUTES OF JUNE 10, 1997  
PAGE 3

that will be weighed during the next meetings. These objectives indicate what the plan should address to be successful.

Phase one of the process focused on citizen involvement; the next portion will focus on possible development of district overlay plans for specific sites within the regional center study area, development of performance standards, and design guidelines for infill developments and open space, development of a public/private incentive program that will encourage desired development, and development of new language reflective of the City's desired growth management direction for amendment of the City's Comprehensive Plan and Zoning Ordinance.

Staff recommends that the public hearings on the Regional Center Master Plan continue so as to incorporate the conclusions and findings from the TGM consultant group before recommendation to City Council for adoption.

**Pat Lent** asked if the working groups had given consideration to Metro's cost-cutting measures on the Transportation Plan for the light rail route? **Maggie Collins** stated that all proposed alignments of the light rail had been reviewed by the working groups. It was determined that the proposed alignments were compatible with the land use work.

**Pat Lent** asked if the proposed Monroe Street route had been discussed? **Maggie Collins** stated that the Monroe Street Light Rail route is no longer an option. She showed the Ratio of Building Value to Land Value map and explained the preferred light rail route and other areas to the audience.

Discussion followed on minor corrections to the draft. **Maggie Collins** explained that further comments and input on this report can be made at the Regional Center Master Plan Steering Committee meeting on June 16, 1997. After this meeting, comments made tonight and on June 16th will be incorporated with the conclusions and findings of the TGM consultant group, and a final report will be drafted. A draft of the Regional Center Master Plan is scheduled for Planning Commission review in July.

**Maggie Collins** introduced Brenda Bernards as a representative from Metro, available for questions.

CITY OF MILWAUKIE PLANNING COMMISSION  
MINUTES OF JUNE 10, 1997  
PAGE 4

**Bryan Cosgrove** noted that Milwaukie's employment figures proposed by Metro were low in comparison to the actual employment figures. **Brenda Bernards** stated that this employment projection was to the year 2040. There is still plenty of time to suggest ways to bring these figures up; it is still early in the process to determine the impacts of low employment figures. August, 1998, is slated as the month when proposed compliance plans have to be submitted by the cities to the Metro Council indicating what can be achieved in comparison to Metro's projected figures.

TESTIMONY IN FAVOR OF THE APPLICATION -- None.

QUESTIONS OR COMMENTS

Speaking: Sally Collins, 11367 SE 35th Avenue, Milwaukie

**Ms. Collins** has lived in Milwaukie since 1943. She introduced Cindy McUne, a teacher at Milwaukie High School, who is here tonight also in support of not closing the Milwaukie Swimming Pool. Ms. Collins stated that she just received the report yesterday, and she is here tonight to ask that the pool not be closed. She stated that if the pool would need to be closed, she would like to see some kind of community area for gatherings in the downtown area. She stated that she is in favor of the mixed use proposed for this area.

**Bryan Cosgrove** explained that City Staff would be putting together information to be distributed throughout the community on the Regional Center study area. Tonight, the hearing is to take public comments on the Commercial, Housing, and Transportation Working Groups Report.

TESTIMONY IN OPPOSITION TO THE APPLICATION -- None.

DELIBERATION AMONG COMMISSIONERS

**Chair Smith** closed the public testimony portion of the hearing and opened it to discussion among the Commissioners.

**Pat Lent** moved to continue CPA-97-03, Regional Center Master Plan. **Chuck Stoudt** seconded. MOTION CARRIED 6-0.

Recess was taken at 7:35 p.m. and the meeting reconvened at 7:45 p.m.

CITY OF MILWAUKIE PLANNING COMMISSION  
MINUTES OF JUNE 10, 1997  
PAGE 5

6.0 WORKSESSIONS

6.1 Zoning Ordinance Review of Obstacles (ZORO) Study Update

**Chair Smith** opened discussion on the Zoning Ordinance Review of Obstacles. **Stacy Lawson** reported that Lawrence Qamar, Lennertz and Coyle, and Denny Egner, SRI Shapiro and Associates, have been busy with the draft work on the final product, taking pictures around the community, studying specific sites, and developing questions for the Commission to get feedback on some of their findings.

**Lawrence Coyle** stated that at the last worksession, smart development principles were reviewed. Since that time codes have been analyzed, documents prepared, and key issues have been categorized. Photographs were taken to get the real character of the streets and neighborhoods. A workshop was held with developers in the area to review and discuss smart development.

**Denny Egner** asked that the Commission work with them tonight on the questionnaire so that language can be crafted for revisions to the City codes and Ordinances. Many of the key issues deal with infill techniques. The changes proposed have been reviewed for compatibility with the City Codes and Zoning Ordinances. Slides were shown of sites where smart development could be incorporated in future development.

Slides were shown and discussions centered on:

- Street Character. The street styles show off the lushness of the neighborhood landscaping. There were several examples of different street types in Milwaukie. Streets have sidewalks on both sides, sidewalks on one side, partial sidewalks ending in gravel street, and sidewalks with and without green strips. Houses with setbacks further back give a rural setting or softer edge.
- Garage setbacks. Location would be determined by Zoning Ordinance.
- Flag lots. How lots can be subdivided considering smart development.
- New duplexes. Techniques will be proposed on how to build new duplexes

in old single-family residential neighborhoods with the masking of the house on the street to resemble that of the surrounding single-family residences

-- Infill Housing. The makeup of the house with the garage setback may be determined by code.

-- Accessory Dwelling Units. This is an issue that should be addressed and discussed.

-- Retail and Commercial. Diagrams and case studies were reviewed on types of retail and commercial areas. Retail and commercial frontage close to the street can resemble that of a single-family residence. All two-plexes, 3-plexes, and 4-plexes could be mixed on a street without breaking the visual character of that street. A gradual transitioning can be possible also. City Codes can be changed to allow more flexibility.

Parking is another retail issue. It's possible to have codes that require all new buildings to have parking in the rear. Other jurisdictions have applied the 50% Rules: 50% building, 50% parking.

-- King Road Shopping Center. Plans will be shown on how this could be infilled in the future. At this point this area is auto oriented; plans are being made to make it more multimodal in orientation.

Discussion followed on the questionnaire submitted. The following suggestions were made:

Question #1, Should attached units be allowed in the R-10 and R-7 Zone as a permitted use rather than a conditional use? The Commission discussed the need for either a conditional use process or zoning requirements that address privacy and compatibility. Compatibility could be better achieved through a landscape requirement.

Question #2, Should single family be a conditional use in high density zones?

A. Yes.

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Question #3, Should secondary dwellings be allowed in all zones and in separate buildings in all zones? Should area limitation apply only to existing main dwellings -- not secondary structures?

- A. The Commissioners believed that secondary units should be either attached or detached and that existing lot coverage and height requirements could govern structure size. A concern about retiring the existing requirements for additional parking spaces was expressed.

The Commission also discussed the possibility of using better landscaping to buffer the additional units and the possibility of not requiring additional parking where parking is allowed on both sides of the street. It was mentioned that there might be community opposition to an elimination of the parking requirement.

The Commission also discussed the possibility of changing the Zoning Ordinance and reviewing the changes in five years.

Question #4, Should the minimum area requirement in the R-7 and R-5 zones be reduced? Should minimum lot size be reduced in multifamily family districts?

- A. Yes, attached units could be allowed on 9,000 sq. ft. in the R-7 zone and on 6,000 sq. ft. in the R-5 zone.
- B. Yes, go smaller, i.e., 4,500 sq. ft. and 5000 sq. ft. lots; 4,000 sq. ft. in multifamily family districts.

Question #5, In the R-1 and R-2 districts, densities greater than 1 dwelling units per 3,000 sq. ft. are permitted only when traffic doesn't go through a lower density area? Should the limitation on density be eliminated?

- A. The Commission concluded that traffic through lower density zone should not be restricted.

Question #6, Should depth/width requirements for multifamily family be reduced or eliminated?

- A. The Commission discussed the possibility of having an average lot size with no minimum width requirement and an average lot size with one minimum dimension. In response to slides of a new development in Colorado, the Commission expressed concerns about the need for minimum open space requirements (6,000 sq. ft.), flexible backyard setbacks, and the need for some private space on the side of the front yard.

Due to the lateness of the hour, it was decided that discussion on the remaining questions be eliminated. Mr. Qamar asked that the Commissioners submit notes on the last questions and get them to Staff for review and incorporation in the proposed code changes.

7.0 DISCUSSION ITEMS

8.0 OLD BUSINESS

8.1 Light Rail Study Update -- No Report.

8.2 2040 Study Update -- No Report.

9.0 OTHER BUSINESS

9.1 Historical Resources Commission Report -- None.

9.2 Town Center Area Task Force Report -- None.

9.3 Community Development Report -- No additional report other than Community Development Department memo included in the Commissioners packets.

10.0 Next Meeting -- June 24, 1997

**DRAFT**

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Bryan Cosgrove moved to adjourn the meeting of June 10, 1997. Tim Havel seconded.  
MOTION PASSED UNANIMOUSLY. The meeting adjourned at 9:45 p.m.

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Michael Smith, Chair

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Shirley Richardson, Hearings Reporter

# DRAFT

CITY OF MILWAUKIE  
PLANNING COMMISSION MINUTES  
TUESDAY, JUNE 24, 1997

## COMMISSIONERS PRESENT

Pat Lent  
Bryan Cosgrove  
Tim Havel  
Charles Stoudt

## COMMISSIONERS ABSENT

Terry LaRocque  
Michael Smith

## STAFF PRESENT

Maggie Collins,  
Com. Dev. Dir  
Stacy Lawson,  
Assistant Planner  
Shirley Richardson,  
Hearings Reporter

### 1.0 CALL TO ORDER

The meeting was called to order at 6:15 p.m.

### 2.0 PROCEDURAL QUESTIONS -- None.

### 3.0 CONSENT AGENDA

#### 3.1 Planning Commission Minutes - June 10, 1997

**Tim Havel** moved to approve the minutes of June 10, 1997, as corrected. **Bryan Cosgrove** seconded. MOTION CARRIED 4-0.

### 4.0 PUBLIC COMMENTS -- None.

### 5.0 PUBLIC HEARINGS

5.1 Applicant: Criterion Supply, Inc.  
Property Owner: OECO Corporation  
Location: 4607 SE International Way, Adjacent to SE Mallard Way  
Proposal: Natural Resource Delineation of north portion of property.  
File Number: NR-97-01

**Vice-Chair Lent** opened the public hearing on File Number NR-97-01, an action to designate a natural resource boundary and a natural resource area on property located at 4607 SE International Way. The Application must be consistent with

the City of Milwaukie Zoning Ordinance and Comprehensive Plan. The criteria to be addressed are found in Section 322 of the Zoning Ordinance.

**Vice-Chair Lent** asked if there were any conflicts of interest or ex-parte contacts to declare. There were none. She asked if any member of the Planning Commission visited the site; one hand was raised. No one who visited the site spoke to anyone at the site or noted anything different from what is indicated in the Staff Report. No one in the audience challenged the impartiality of any Commission member or the jurisdiction of the Planning Commission to hear this matter.

#### STAFF REPORT

**Stacy Lawson** reviewed the Staff Report with the Commission. The Application will determine the location of the Natural Resources boundary on the parcel that is located on Mallard Way and International Way in Milwaukie.

The Applicant has submitted a Natural Resource Survey of the subject site conducted by Woodward-Clyde Consultants of Portland, Oregon. This report is a site-specific determination, including a proposed location for the Natural Resource Boundary and Natural Resource Area on Tax Lots 200, 300, and 500.

The Applicant has proposed the area which was filled with gravel in 1987 as developable, and Staff agrees with this determination. The Army Corps of Engineers has responded to the Staff Report and a copy of that response letter was presented. The Corps found that there is not a jurisdictional wetland on the developable portion designated; therefore, the boundary submitted is appropriate for the Natural Resource Area.

No response has yet been received from the Division of State Lands. There is a condition recommended in the Staff Report that the response from the Division of State Lands must be received and be consistent with the Army Corps of Engineers before any action is taken on the property.

**Stacy Lawson** reviewed the condition amendments being recommended by Staff:

Heading: "CONDITIONS OF APPROVAL FOR NR-96-97-01:

Condition 8. Change language in paragraph two to read, "...No vegetation removal, trimming, mowing or development is permitted in

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these areas, except as required by the approved Natural Resource Management Plan...

Condition 9. Change language to read, "A development setback of 5 feet is required. The setback shall be measured from the surveyed location of the boundary of the area identified as USV on Exhibit 4. At the edge of this 5 foot required setback from the Natural Resources Preservation area, the applicant shall install a 6 foot high solid perimeter fence or landscape screening, as described in Condition 11, around the site identified as USV. It is required that vehicle maneuvering and parking areas, outside storage and display areas, and trash collection areas shall be screened from the natural resource overlay area by sight-obscuring vegetation or fencing. ~~The solid fencing is intended to serve this purpose.~~"

Condition 10. Change language to read, "...No tree or vegetation removal, mowing or trimming shall be undertaken in the Natural Resource Area identified in Exhibit 4, except as required by the approved Natural Resource Area Management Plan..."

Condition 15. In response to comments of the Hector Campbell and Linwood Neighborhood Associations, Condition 15 is recommended. It requires that the applicant provide a Natural Resource Area Management Plan considering and responding to the concerns of the neighborhood. The Applicant has agreed to this condition.

Condition 15(e). Change language to read, "Agree to refrain from any mowing, cutting or removal of any wild land vegetation on the ~~tree~~ three tax lots unless for..."

Condition 16. Disregard the proposed amendment to Condition 16, in the Commissioner's handout, as the remaining portion of a small structure located at the northwest portion of the site has been removed.

**Stacy Lawson** informed the Commission that a "no comment" response has been received from The Wetlands Conservancy stating they may have a potential conflict of interest. Copies of the Wetlands Conservancy response was provided to the Commissioners.

Staff recommends approval of Natural Resources Overlay Application NR-97-01.

#### QUESTIONS FROM THE COMMISSIONERS

**Tim Havel** asked for clarification on the history of the existing fill. He asked if a Section 404 Certification was obtained from the Division of State Lands or Army Corps of Engineers. **Stacy Lawson** explained that during 1986, the Army Corps of Engineers reviewed this issue. They recall working with the owner of the property at that time, but they do not find a record. Based on subsequent evaluation of the site, they have determined that the area designated as the developable portion of the site is not a wetland.

The Division of State Lands is still in the process of reviewing the wetland determination. If there are concerns identified, the Application will have to be amended and reheard by the Planning Commission.

**Tim Havel** noted that the Applicant has been requested to work with a certified wetlands consultant; has this been done? **Stacy Lawson** stated that the Applicant retained a consultant for the natural resources study and that the Applicant has indicated they will retain the same consultant for preparation of the Natural Resources Area Management Plan.

**Tim Havel** asked if there were any stormwater control measures incorporated in this Application? **Stacy Lawson** indicated that there are no stormwater control measures at this point, but there are stormwater control measures conditioned for the developable site. Some conditions will be required on the Transportation Planning Review in the Building Permit. Stormwater facilities in the Natural Resources area are not proposed at this time. Should they be desired, they will need to be reviewed under a Natural Resource Overlay Review.

**Charles Stoudt** asked if the Army Corps of Engineers was the only agency with jurisdictional authority on the subject site? **Stacy Lawson** stated that the Army Corps of Engineers and Division of State Lands are the agencies with jurisdiction over this Application.

**Tim Havel** asked for clarification of the reasoning behind the guidelines for the five-foot setbacks. **Stacy Lawson** explained that a development setback is a requirement of the Natural Resources Zone. Because the consultant and the Corps of Engineers did not require a larger setback, Staff felt that the five-foot setback

was the minimum requirement appropriate for the site. The Applicant has agreed to this setback requirement.

## APPLICANT PRESENTATION

Speaking: Robert Price, Director of Planning Services, Mitchell Nelson Group, 233 SW Naito Parkway, Portland 97204

**Mr. Price** stated that he is representing the Applicant, Criterion Supply d.b.a. Criterion Floor Coverings. They are in the business of floor covering, there is no manufacturing proposed for the Application. The term "manufacturing/building" classification is needed to meet the requirements of the Business Industrial Zone. This use is an acceptable use in this industrial park.

This site will be the headquarters for Criterion Floor Coverings. They do business in the Bay Area, Sacramento, Seattle, and Oregon. This headquarters will be a 35,000 sq.ft. office/warehouse facility on 2-1/2 acres of graveled, 20-inch high crushed rock. This crushed rock fill was not done by the Applicant.

The office section of the development will be on the northeast corner of the designated developable area and will look out onto the Natural Resource area. The Applicant is in concurrence with the Staff Report and conditions proposed and modified.

A Natural Resources Management Plan will be prepared for the entire Natural Resources area. Mr. Price then introduced Lynn Sharp, of Woodward-Clyde Consultants. She has done the natural resource review on the site since the beginning of the project. Also introduced was Cary Jackson, President of Criterion Supply, and Jim Meyer, Partner at Criterion Supply. They are here tonight to answer any questions or address comments from the Commission or audience.

In conclusion, Mr. Price requested that the Planning Commission approve the Application with conditions as modified by Staff.

## QUESTIONS FROM THE COMMISSIONERS

**Tim Havel** stated that there are two approaches to excavations, pilings or peat. He asked which approach the Applicant would use? **Mr. Price** stated that driving pilings is the only economically feasible way of going about this project because

the peat on the site is of such depth that excavation would take too long and be too costly.

TESTIMONY IN FAVOR -- None.

QUESTIONS OR COMMENTS -- None.

TESTIMONY IN OPPOSITION -- None.

ADDITIONAL COMMENTS FROM STAFF -- None.

QUESTIONS FOR CLARIFICATIONS

**Tim Havel** asked Lynn Sharp, Woodward-Clyde Consultants, for comments on the idea of moving Minthorn Creek as suggested by the Hector Campbell Neighborhood Association?

Speaking: Lynn Sharp, Ecologist and Wetlands Scientist, Woodward-Clyde Consultants of Portland.

**Ms. Sharp** stated that she is strongly suggesting the moving of Minthorn Creek to her clients.

**Tim Havel** asked that when soil is removed or replaced, are there regulations or stipulations on the process? **Ms. Sharp** stated that in Item F, the suggestion by Hector Campbell Neighborhood Association is to fill in the drainage ditch and allow the natural flow of water be restored to the area. When she did her site evaluation, it was raining hard and it was difficult to see. She did not believe the ditches to be large since she did not step into one. It will probably be a matter of a few cubic feet of soil or rock to fill the ditches.

APPLICANT ADDITIONAL COMMENTS -- None.

DELIBERATION AMONG COMMISSIONERS

**Vice-Chair Lent** closed the public portion of the hearing and opened the meeting to discussion among the Commissioners.

**Tim Havel** asked if the City has an Erosion Control Plan requirement? **Maggie Collins** replied in the affirmative.

**Bryan Cosgrove** asked if office and warehousing are permitted uses under the Business Industrial Zone? **Stacy Lawson** stated that warehousing and distribution, as well as business headquarters are permitted uses under this zone.

**Vice-Chair Lent** re-opened the public portion of the hearing to ask Mr. Jackson how many people are presently employed by Criterion at their Milwaukie site and if this figure will increase with the move to this location?

Speaking: Cary Jackson, President, Criterion Supply, Inc., 4107 SE International Way,  
Milwaukie

**Mr. Jackson** stated that there are about 90 employees company-wide. Fifty-five of these employees are at the Portland/Milwaukie branch; 30 contractors and 25 employees. This new building will result in an increase in the warehousing area, and therefore a potential increase in employees.

**Vice-Chair Lent** reclosed the public testimony portion of the hearing.

**Charles Stoudt** asked if a designated flood plain exists on this site? **Stacy Lawson** stated that this site is not designated a flood plain on the FEMA map.

**Charles Stoudt** read a portion of the Army Corps of Engineer's letter dated June 18, 1997, "...I note that the Mitchell Nelson Group "Natural Resource Review" (no date) that contains the delineation report also states that "no FEMA floodplains exist;" however, we were also advised the Natural Resource area was part of a flood water detention system which could require alteration to address flooding..." He asked if this was a flooding hazard area? **Jim Brink**, Director of Public Works, stated that this is not a flood hazard area. The problems in this area have been due more to insufficient water. There is a lot of water in the non-developable piece; this is due to a structural problem with the storm culvert on International Way.

**Mr. Price** stated that the developable portion that the Applicant is dealing with has been raised with 20 inches of crushed rock. This is the area that will be developed. The concern is about the Natural Resources area of the site which is

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outside the developable area. The developable area is not in a flood area; this will not create a problem for the developable portion of the property.

**Vice-Chair Lent** stated that she feels it is important to note that there were no concerns from the neighborhood about the Applicant's proposed use of the gravel pad. There were no notable concerns by the neighborhood associations not addressed in Condition 15.

**Tim Havel** asked if the neighborhood associations still had a problems with the 5-foot setback? **Stacy Lawson** reported that the neighborhood association representative reviewed the Staff Report and conditions, did not have concerns.

**Vice-Chair Lent** stated that the Application is very compatible with the Comprehensive Plan in that the development provides for more employment.

**Bryan Cosgrove** moved to approve Natural Resources Overlay Application NR-97-01, designating the boundary of the Natural Resources Area ;as shown on Exhibit 4, based on the conclusion and findings contained in the Staff Report, and subject to the Conditions as amended tonight. Changes were made to Conditions 8, 9, 10, and 15. **Tim Havel** seconded. MOTION CARRIED 4-0.

6.0 WORKSESSIONS -- None.

7.0 DISCUSSION ITEMS -- None.

8.0 OLD BUSINESS

8.1 Light Rail Study Update -- No Report

8.2 2040 Study Update

**Maggie Collins** stated that the special hearing scheduled for tonight had been cancelled. There should be a Regional Center Master Plan draft at the end of July with the intent of review by the Steering Committee on August 21, 1997.

9.0 OTHER BUSINESS

9.1 Historical Resources Commission Report Maggie Collins reported that The June meeting had been cancelled and it is not certain at this time whether there will be a July meeting.

9.2 Town Center Area Task Force Report -- None.

9.3 Community Development Report

Maggie Collins stated that the two Planning Commission meetings regularly scheduled for the month of July will occur.

Maggie Collins reported that City Council will be taking final action on Council goals on July 1. The Council will then meet with boards and commissions after that to discuss work programs. A request has been made that the Planning Commission and Historic Resources Commission be scheduled first. It is hoped that Council review will be conducted before the end of August so that work programs can be finalized.

10.0 Next Meeting -- July 8, 1997

Tim Havel moved to adjourn the meeting of June 24, 1997. **Bryan Cosgrove** seconded. MOTION PASSED UNANIMOUSLY. The meeting adjourned at 7:07 p.m.

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Pat Lent, Vice-Chair

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Shirley Richardson, Hearings Reporter

# Minutes

# PARB, Park & Recreation Board

06/2/97

7:00 PM to 8:00 PM

City Hall, 2nd Floor Conference Room

**Type of meeting:** Regular

**Attendees:** Tracy Cook, Jeff Marshall, Dave Murray, Jonathan Newman, Sandy Peckover

**Guests:** Sally Collins, Milwaukie resident

**Staff:** Charlene Richards, City of Milwaukie, and Thom Kaffun, North Clackamas Parks & Recreation District

## Agenda Topics

### Meeting Call to Order/Overview -- Jeff Marshall

Discussion: Called to order at 7:05 PM and discussed agenda.

### Minutes from May 5, 1997 Meeting -- Jeff Marshall

Discussion: Typing error was noted and corrected.

Conclusions: Approved as corrected. Moved by Tracy Cook, second by Jonathan Newman and approved unanimously.

Action items:	Person responsible:	Deadline:
Finalize approved minutes and distribute to City Council.	Charlene Richards	6/17/97

### Open Period -- Jeff Marshall

Discussion: Sally Collins discussed her background and concerns with the pool located at the Milwaukie Jr. High School site. She took lessons and her daughter took lessons including life guard lessons at the pool. Ms. Collins spoke with Les Peake. He estimated the pool was built between 1934 and 1936. Ms. Collins spoke with Carol Storment, Chair of the North Clackamas School District Board. Ms. Storment stated that the Board has revisited the pool issue twice. The citizen budget committee recommended to close the pool. Ms. Collins spoke with Laird Prouty. He stated he was getting lots of calls. The decision to close the pool was based on budget and cost and the condition of the pool. Mr. Prouty stated the cost was between \$25,000 and \$30,000 per year. He also stated that there is deferred maintenance. Mr. Prouty stated it was getting late to hire staff to open in July. Ms. Collins said she was interested in opening in July or preserving the pool as is and wait until next year. This approach would give people a chance to act before the pool was filled. Ms. Collins stated she was informed by the School District Superintendent's administrative assistant that both Mr. Naso, Superintendent, and Ms. Storment, Chair of School Board, had received lots of calls. Questions Ms. Collins raised included whether the City has money available for property acquisition and could the City get a first right of refusal on the sale of the Jr. High property. Ms. Collins stated she is working with Sandy McCune and they have garnered support for the pool and are looking for more support.

Action items:	Person responsible:	Deadline:
Notify Sally Collins of next PARB meeting.	Charlene Richards	6/30/97

<b>NCPRD Update (Budget, Furnberg Park, Rose Garden, Skateboard Park proposal, Milwaukie Jr. High pool -- Thom Kaffun</b>		
Discussion: Budget -- Mr. Kaffun reported that the budget was approved by the budget committee. Final approval by the Board of County Commissioners is in June. There is \$300,000 in land acquisition and some contingency funds. Included in the budget are Wichita and Spring Parks Master Plans, Kellogg Lake property Master Plan. Most construction projects are funded through grants, CDBG, Metro Greenspaces, etc. Furnberg Park – The contract for phase one construction is underway with completion anticipated in July. Rose Garden – The sidewalks are almost complete. Skateboard Park – A meeting is scheduled with people in Gresham. Milwaukie Jr. High pool – Mr. Kaffun spoke with Bill Deardorff. Mr. Deardorff discussed water leakage and the condition of the pool. Mr. Kaffun stated the pool needs to be brought up to standards. The Park District is not in shape to put money into a new project or program. The NCPRD already provided money to the School District for School District facilities. Jeff Marshall stated that the NCPRD could apply its experience running the Aquatic Park to the Jr. High pool. The PARB discussed the need to work with the School District to determine cost for operation and cost to improve, such as cover to provide shelter. Water Tower Park Master Plan – Mr. Kaffun explained that NCPRD staff met with the Ardenwald/Johnson Creek Neighborhood Association at their May 13 <sup>th</sup> meeting. The association members at the meeting unanimously endorsed option C. Mr. Kaffun stated he needed the PARB to make a recommendation to the City Council.		
Conclusions: Mr. Newman moved, Mr. Murray seconded the following motion: PARB forward to the City Council a request of the North Clackamas School District to obtain information on the Milwaukie Jr. High pool including the cost of operation and repairs to upgrade pool to code standards. The motion passed unanimously.		
Tracy Cook moved and Sandy Peckover seconded the following motion: The PARB endorses Water Tower Park Master Plan C, previously approved by the Ardenwald/Johnson Creek Neighborhood Association, for Planning Commission and City Council approval. The motion passed unanimously.		
Action items:	Person responsible:	Deadline:
Prepare memo to Council for Jeff Marshall to make request of Council.	Charlene Richards	6/6/97
<b>Priority #4: Skateboard Park -- PARB representative -- Jeff Marshall</b>		
Discussion: Asked Mr. Newman if he was willing to represent the PARB on skateboard park work group. Mr. Newman said he would be interested.		
Conclusions: The PARB recognized Mr. Newman as the PARB liaison for the skateboard park.		
<b>Summer Hiatus &amp; Council Worksession/Report -- Jeff Marshall</b>		
Conclusions: Mr. Marshall moved and Mr. Newman seconded the motion to continue to meet through the summer at regular monthly meeting date and time. Unanimously approved.		
<b>New Business -- Jeff Marshall</b>		
Discussion: Mr. Marshall presented Lake Oswego ordinance number 2124 relating to conservation easements.		
Conclusions: Staff refer the ordinance to the Planning Department for review and comment for the August PARB meeting.		
Action items:	Person responsible:	Deadline:
Send Lake Oswego Ordinance No. 2124 to Planning Dept & request report.	Charlene Richards	6/9/97
Issue report with PARB August meeting packet.	Charlene Richards	7/28/97
<b>Next Meeting -- Jeff Marshall</b>		
Conclusions: Topics to be discussed: Neighborhood Master Plans, development of process for planning for FY 98/99, and report on skateboard park.		
<b>Adjourn to Executive Session at 8:10 PM -- Jeff Marshall</b>		
Discussion: Possible land acquisition presented by Thom Kaffun. Adjourned 8:30 PM.		

## Commissioner Charlie Hales Speaks Out About Proposed Portland Changes

Portland City Commissioner Charlie Hales is spearheading the recent effort to streamline the city's building permit process. He brings a unique perspective to the issue, having served as the HBAMP's director of government affairs before being elected to his current post in 1992. He took some time out of his schedule in June to talk to the Home Building News.



**Charlie Hales**

**Q:** How do you see this situation with the city now, as a city commissioner, compared to when you were in your previous position with the Home Builders Association?

**A:** It's a confirmation of what I believed looking at the system from the outside. Most of the people in the review permit process are trying to do a good job and are conscious of the value of time, but because nobody is in charge, because there's no accountability in the system, and because there isn't a system — in the sense that anybody designed it — even good people can't make it work.

**Q:** How did it get this way?

**A:** It has just evolved over time. But even five to 10 years ago when regulations weren't as complex and when the volume of business was a lot less, we got by with this system more consistently than we do now. Now there are very complex regulations — many of which I think are good ones. I support, for example, using design standards in high density developments. And our volume of business is up. So things have to change. If you're going to process 3000 homes and apartments a year, you can't have a system that is held together with chewing gum and bailing wire — which is what we have today.

**Q:** How big of a political battle will it be to restructure this entrenched bureaucracy? What are its chances for success?

**A:** There will be a couple of

political battles, the biggest one being that the bureaucracy — any bureaucracy — is resistant to change. The second is with the community at large. There are some neighborhood and environmental activists who say we're better off with a slow, cumbersome system because that gives you more opportunities to stop a bad project. I disagree. I believe good rules, consistently enforced, are in everybody's best interest, and the best way to stop a bad project is to have rules requiring it to be a good project. We also have to reassure people that this is not about changing regulations. It's about changing how those regulations are administered. We're not proposing to cut citizens out of the review process or gut the zoning code. We want accountability on how the zoning codes are enforced.

**Q:** What problems will remain?

**A:** There's a danger every time you make a change in an organization that you are solving one set of problems and creating new ones. Right now there's a strong connection between the people who make the rules and the people who enforce them; between policy and administration. If you gather all the people together from various places in the bureaucracy who handle a permit and put them under one roof, you potentially break that connection. We need to make sure that doesn't happen. **H:N**

## City of Portland

Continued from page 1

essentially will be the Bureau of Buildings with parts of the other bureaus included.

The Portland City Council officially launched the process on June 18 by adopting a resolution to put the plan into action. From now through September, a "stakeholders" team partially made up of citizens and building and development professionals will write up a set of recommendations for reorganizing the system. The Planning Commission will review them in October, then the plan will undergo public review before the city council votes on it in December.

The budget process governing the change will happen in January. The new system is scheduled to be in place in July 1998.

Hales and staff at the Home Builders Association are hopeful that having a single authority on building issues will avoid situations such as one described by HBAMP Government Affairs Representative Scott Barrie. He said a recent row house project was held up because the Planning Bureau said it needed a 16-foot-wide driveway and the Bureau of Transportation said it needed a 22-foot-wide driveway.

Such scenes are typical. Hales calls getting a building permit in Portland a "Homeric process — an odyssey where

you go from island to island trying to survive the mythical beast that lives on each one."

Bercutt, who specializes in high-end custom homes on the west side of Portland, said the process has become increasingly complicated over the years. He said he used to budget 10 hours to get a permit. Now he budgets 40. A recent project took 32 months.

Jim Standing, president of Westland Industries, Inc., said "It's a rat's nest. If you're a small guy and have the time to camp out at the Portland Building, you're OK. Otherwise you're screwed."

All of which adds to the high hopes surrounding the future of "Blueprint 2000."



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**WHERE THE BUILDERS GO**

**Builders' Exchange**

# Washington County Hands Over Permitting For Some Areas To Tigard

**Q:** I want to build a home in the Bull Mountain area, but I understand that I need to go to the City of Tigard rather than Washington County for a building permit. What's happening?

**A:** What's happening is a regulatory change called the "Tigard Transfer" in which permitting for some parts of unincorporated Washington County is being transferred to the City of Tigard.

This change, which went into effect June 2, was the result of efforts by both entities that started nearly 13 years ago. The idea was to take some of the bureaucratic burden off of the county and let Tigard oversee areas that are almost in the city limits. It also alleviates builders in areas such as Bull Mountain from having to make the long trip to Hillsboro.

The transfer of services

affects not just Bull Mountain, but Walnut Island and an area north of the Tualatin River and east of highway 99 near King City.

The building codes for each of those areas are the same as in the City of Tigard, according to John Rosenberger, Washington County's Director of Land Use and Transportation. And because the city manages one set of building ordinances, rather than several at the county level, the permitting process should be faster and easier, Rosenberger said.

The services affected under the new arrangement are:

- building permits and inspections,
- development review; development assistance/zoning inquiries,
- engineering services and traffic review,
- code enforcement, and

• planning services.

Beginning in November, street maintenance — including patching potholes and fixing broken traffic signs — will also come under the City of Tigard's jurisdiction.

Builders in the affected areas who previously went to the Washington County offices for services will now go to the City of Tigard's Community Development office. The city has approved the hiring of nine extra staff people to handle the load, said Tigard's Community Development Director Jim Hendryx.

Does this mean that Bull Mountain and the other areas are being annexed by the City of Tigard? No, although this is a possibility for the future, depending in part on the will of property owners.

One thing that won't change for the time being is the fee

structure. Builders and developers will pay the same fees to the City of Tigard as they did to Washington County.

Please refer to the following list of contact names and phone numbers for the City of Tigard:

- For questions relating to the building permit application process and/or regarding permits that have not been issued, call 639-4171, ext. 304.

- For building inspections, call 639-4175. This number has a 24-hour recorder. Inspection requests must be received by 6 p.m. If they are needed for the following day.

- For the Building Division, call 639-4171. Individuals within the division can be reached directly:

David Scott,  
Building Official . . . .ext. 311

Jim Funk,  
Supervising Plans Examiner  
.....ext. 390

Bob Poskin,  
Plans Examiner . . . .ext. 392

Bob Thompson,  
Plans Examiner (single-family)  
.....ext. 358

Mike Sheehan,  
Senior Plumbing inspector  
.....ext. 312

Mike Rudd,  
Senior Electrical Inspector  
.....ext. 356

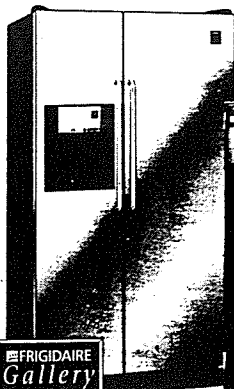
George Steele,  
Senior Structural/Mechanical  
Inspector . . . . .ext. 362

Jeanne Temple,  
Administrative Specialist II  
.....ext. 310

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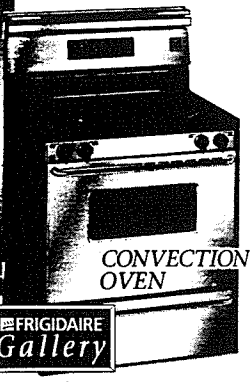
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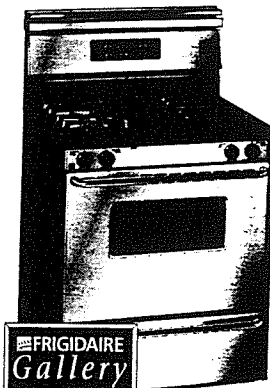
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