

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
OCTOBER 21, 1997**

The one thousand seven hundred and seventy-seventh 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:

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

Dan Bartlett, City Manager Charlene Richards, Assistant City Manager Pam Beery, City Attorney Brent Collier, Police Chief Angus Anderson, Finance Director Michelle Gregory, Neighborhood Services Coordinator	Maggie Collins, Community Development Director Jim Brink, Public Works Director Susan Heiser, Senior Planner Rob Shelton Engineering Intern Nancy Bond, Program Specialist – Conservation
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PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS

Red Ribbon Week – Proclamation

Sylvia Milne, Anthony Dean, and several local students were present on behalf of the *Milwaukie Together Program*. Milne recognized Mayor Lomnicki as this year's honorary chair and Councilmember Kappa and Chief Brent Collier as board members.

Mayor Lomnicki read a proclamation naming October 23 - 31, 1997, as *Red Ribbon Week* in the City of Milwaukie and encouraged all community members to pledge, "No use of illegal drugs and no illegal use of legal drugs."

National Telecommute Week Proclamation and Employee Commute Options (ECO) Report

Richards introduced Bond, a member of the employee team that developed the Employee Commute Options (ECO) Program. In addition to Richards and Bond, other ECO Team members were Dan Pava, Community Development, and JoAnn Herrigel, Administration.

The goal of the ECO Program was to comply with the Clean Air Act by reducing the number of single occupancy vehicle trips to the workplace. **Bond** provided background on the program that included completing an employee survey, suggesting alternative forms of transportation, and offering incentives for using commute options one day a week. Through the Program, the City of Milwaukee hopes to be a role model to the rest of the community. There will be a follow-up survey in one year to determine how well the Program worked.

Mayor Lomnicki read a proclamation naming October 20 - 24, 1997, as *Telecommute Week '97* in the City of Milwaukee and urged all City employees to consider using an alternative commute option one day a week.

CONSENT AGENDA

It was moved by Councilmember Schreiber and seconded by Councilmember Tomei to adopt the Consent Agenda which consisted of the City Council minutes of October 7, 1997. Motion passed 3 - 0 - 1 with the following vote: Mayor Lomnicki, Councilmember Tomei, and Councilmember Schreiber aye; Councilmember Trotter absent, and Councilmember Kappa abstained.

AUDIENCE PARTICIPATION

None.

PUBLIC HEARING

Consider Application by Blazer Homes for a Zoning Amendment (ZC-97-01) to Rezone a 1.18 Acre Site Located South of 35th Avenue and Lake Road – Ordinance

Mayor Lomnicki called the public hearing on the application by Blazer Homes for a zoning map amendment to order at 7:20 p.m.

The hearing was de novo, and all persons would be recognized by the City Council to speak. The City Council will hear testimony in coming to a conclusion on this application.

The purpose of the hearing was to consider the Milwaukie Planning Commission's September 9, 1997, recommendation to approve the zoning map amendment. Pursuant to Zoning Ordinance Section 205, a zoning map amendment must be considered by the City Council prior to adoption and if approved, adopted by an ordinance of the City Council.

Mayor Lomnicki reviewed the order of business. The applicant had the burden of proving that the zone change conformed to all applicable criteria of the City's Comprehensive Plan and Zoning Ordinances. All testimony and evidence must be directed toward the applicable substantive criteria listed in the staff report. Failure to address a criterion or raise any other issue with sufficient detail precludes an appeal based on that criterion or issue. Any party with standing may appeal the decision of the City Council to the State Land Use Board of Appeals according to the rules adopted by that Board. Persons with standing are those who testify or sign the City Council Attendance Sign-Up Sheet.

Mayor Lomnicki reviewed the conduct of the hearing.

Conflicts of Interest and Site Visits: Mayor Lomnicki and Councilmember Kappa had visited the site. There were no objections to impartiality. No ex parte contacts or conflicts of interest were declared.

Jurisdictional Issues: None.

Staff Report: **Heiser** presented the staff report. The applicants submitted two applications for concurrent review: a Zoning Map Amendment to rezone a 1.18 acre site from R-10 to R-7 and a preliminary subdivision plan to develop six lots to R-7 zoning standards. At its October 14, 1997, meeting, the Planning Commission approved and recommended that the City Council approve the Zoning Map Amendment. The subdivision approval would be contingent upon the City Council's decision at this hearing.

The parcel under consideration is located on the south side of Lake Road between Oatfield Road and Guilford Drive. It is currently undeveloped and contains no significant trees or vegetation, and no natural or historic resources have been identified. The area is currently zoned Low Density Residential. Adjacent property on the east and south sides is currently zoned R-10, and property on the north side is currently zoned R-7. The lots on the west side of Oatfield Road are zoned R-5. Public facilities are available within the Lake Road right-of-way. Lake Road is a minor arterial and Tri-Met bus service is readily accessible.

Heiser noted the applicant's findings for the Lake Road Estates as Exhibit #3 in the staff report. The applicant addressed the applicable Comprehensive Plan policies and objectives found in Chapter 4, Land Use, and Chapter 5, Transportation, Public Facilities, and Energy Conservation. The application was submitted prior to the Council's adopting the Transportation System Plan (TSP), and it was therefore reviewed for compliance under the previous Transportation Element. Approval of the application would result in six, single-family dwelling units on the 1.18 acre site.

The proposal is consistent with Land Use Chapter -- Objective 2 Policies in that it promotes higher density residential uses close to major streets and transportation facilities. The proposed lot frontages would be oriented away from the adjacent R-10 development, and the dead-end street would mitigate potential traffic impacts to the existing neighborhood. Transportation Element -- Objective 3 Policies will be met by constructing roadway and sidewalk improvements. Public Facilities Element -- Objective 6 Policies will be met by providing public facilities including storm sewers. Objective 8 will be met by providing emergency Police and Fire Service access by constructing a turnaround. Energy Element -- Objective 1 Policies are met by increasing density in an area near a transit corridor and infilling where public services already exist.

The applicant provided a detailed site plan which complied with R-7 zone requirements. **Heiser** noted sidewalks on one side of the street had been eliminated which was a change from the Planning Commission presentation. Improvements included development and dedication of 35th Court; sidewalks on 35th Court and the Lake Road frontage between Oatfield and Guilford; and sewer, water, and storm drain facilities.

Staff contended that the findings demonstrated Comprehensive Plan compliance and recommended the City Council accept the Planning Commission's recommendation and approve the request to rezone the parcel from R-10 to R-7.

Councilmember Kappa referred to staff report pages 26, 27, and 28 and asked why some of the information had been crossed out. **Heiser** responded the information was prepared for the Planning Commission and had to do with the subdivision application.

Councilmember Kappa noted there were three land use applications. **Heiser** said the first was a lot line adjustment that was an administrative decision by the Community Development Director. In addition to the zone change being considered by the City Council at this hearing, there was also a subdivision application.

Councilmember Tomei understood none of the driveways of the six proposed dwellings would be on Lake Road. **Heiser** said that was correct.

Councilmember Kappa asked for further clarification on the number of peak trips. **Heiser** said the roadway design was in the subdivision application. After two hearings on the proposed subdivision, the Planning Commission felt the traffic and parking issues had been sufficiently addressed.

Mayor Lomnicki said the manner in which the land is partitioned is not relevant to the Council's decision on the zone change, and that type of issue would be addressed in the subdivision process. The Planning Commission would look at the development under R-7 standards.

Councilmember Schreiber felt it would be confusing to have a 35th Court across Lake Road from 35th Avenue. **Heiser** said the Public Works Department is responsible for naming streets.

Councilmember Schreiber asked if adjacent property owners were concerned about keeping the area zoned R-10. **Heiser** said there was no public testimony on that issue.

Correspondence: None.

Applicant Testimony: **Ken Sandblast**, Compass Engineering, 6564 SE Lake Road, Milwaukie, OR 97222. He wanted to focus in the adequacy of public facilities and compatibility with the existing surrounding development. Lake Road's designation as a transit corridor offered the opportunity for this type of density. A dead end street allows for greater density without significantly impacting the surrounding area, and he noted the parcel was in an area of already mixed densities.

Sandblast said the traffic study was done as part of the subdivision application. There would be limited traffic generated by the proposed development, and Lake Road is adequate to support the zone change. All public facilities are readily available to the site. He added that the name originally suggested for the new street was Blazer Court.

Councilmember Kappa asked the applicant if he had reviewed the *Lake Road Multi- Modal Plan*, and **Sandblast** responded that he had.

Other Testimony in Support: None.

Other Testimony Opposed: None.

Neutral Testimony: None.

Staff Report and Recommendation: None.

Rebuttal Testimony – Applicant: None.

Questions from City Council to Staff: **Councilmember Kappa** noted the concerns with vehicles making left-hand turns onto Lake Road from the proposed development and its proximity to Oatfield Road. **Councilmember Tomei** said that issue was addressed in the packet material.

Heiser said the applicant had provided a study indicating the proposed development would have no significant traffic impacts. The Planning Commission considered and accepted the study, and Public Works is looking at a free right turn lane. Staff was comfortable with that solution.

Neutral Testimony: **Rita Lynn**, 3007 SE Olsen, Milwaukie. As a lift van driver, she was concerned about the turns and possible confusion with the proposed street name.

Closure of Public Hearing: **Mayor Lomnicki** closed the public testimony portion of the hearing at 7:55 p.m.

Discussion and Decision by Council: **Councilmember Tomei** commended the Planning Commission and staff on their work on these applications and was satisfied that the Planning Commission had addressed traffic concerns.

Mayor Lomnicki and **Councilmember Kappa** indicated their support for the zone change.

It was moved by **Councilmember Schreiber** and seconded by **Councilmember Tomei** to grant the rezone request. The motion passed unanimously among the members present.

It was moved by **Councilmember Tomei** and seconded by **Councilmember Kappa** to read the ordinance rezoning certain real property from the City's R-10 to R-7 for the first time by title only. Motion passed unanimously among the members present. The ordinance was read for the first time by title only.

It was moved by **Councilmember Tomei** and seconded by **Councilmember Kappa** to read the ordinance rezoning certain real property from the City's R-10 to R-7 for the second time by title only. Motion passed unanimously among the members present. The ordinance was read for the second time by title only.

It was moved by Councilmember Kappa and seconded by Councilmember Tomei to adopt the ordinance rezoning certain real property from the City's R-10 to R-7. Motion passed unanimously among the members present.

ORDINANCE NO. 1823:

**AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON,
AMENDING ORDINANCE NUMBER 1712, THE ZONING
ORDINANCE BY REZONING CERTAIN REAL PROPERTY
FROM THE CITY'S RESIDENTIAL-TEN (R-10) ZONING
DISTRICT TO THE RESIDENTIAL-SEVEN (R-7) ZONING
DISTRICT (ZC-97-01).**

Consider Appeal of SP-97-01

Mayor Lomnicki called the public hearing on the application of an appeal filed by Clackamas Christian Center in the matter of the Planning Commission's denial of SP-97-01 to order at 8:03 p.m.

The hearing was de novo, and all persons were recognized by the City Council to speak. Testimony would be used by the City Council in coming to a conclusion on this application.

The purpose of the hearing was to consider the Milwaukie Planning Commission's decision of September 9, 1997. The Clackamas Christian Center filed an appeal challenging the Planning Commission's denial and articulated several reasons for the appeal.

Mayor Lomnicki reviewed the order of business to be followed during the hearing. The appellant had the burden of proving that the Planning Commission erred in its September 9, 1997, decision in the particulars they alleged. The City received the appeal which identified a number of reasons for the appeal. He reviewed the conduct of the hearing.

Conflicts of Interest and Site Visits: Mayor Lomnicki, Councilmember Tomei, Councilmember Schreiber, and Councilmember Kappa announced they had all driven by the site. There were no objections to impartiality. No ex parte contacts or conflicts of interest were declared.

Jurisdictional Issues: None.

Staff report: **Heiser** presented the staff report. The applicant requested the City Council overturn the Planning Commission denial and approve SP-97-01. The applicant wishes to construct a 76.5 square foot, two-face sign at a location on Hwy. 224 at Rusk Road. The existing sign is approximately 16 square feet, and the applicant proposes to move it to a location facing south.

The Planning Commission reviewed the proposal on August 12, 1997, and determined to deny the request and directed staff prepare findings for denial. The Commission believed the proposed sign was larger than necessary to provide identification for use. The property is located in an R-7 zone with Community Service Overlay (CSO) approval. The Sign Ordinance states that conditional or community service use reviews are done by the Planning Commission with sign size, height, and location as the criteria.

Heiser referred to staff report page 3 containing the recommendation and proposed findings supporting the application. The applicant disagreed with the Planning Commission's decision because he felt a sign that size was necessary to identify the church. The applicant also felt there were other issues that needed to be taken into consideration which had not been addressed at the Planning Commission hearing. The minutes of the hearing were included in the Council packet.

Staff stated that findings could be made for approval of the proposed new sign and sign relocation.

Planning Commission Vice-Chair Pat Lent was present to answer clarifying questions.

Councilmember Tomei asked if there were legal issues with the applicant's presenting new material that was not discussed at the Planning Commission hearing. **Beery** said Council was not deliberating a land use decision. The Planning Commission testimony was very broad, and it was unlikely an issue was not addressed in the Commission's hearing. She understood the applicant's point was that the Planning Commission did not fully consider the position.

Councilmember Schreiber asked staff to clarify the disagreement between the staff recommendation and Planning Commission decision. **Heiser** said it was a difference of opinion, and the Sign Ordinance does not contain specific criteria.

Beery added the staff had done a good job. The City's Sign Ordinance refers only to "size, height, and location." As the elected body, it is City Council's job to interpret City Code. She pointed out the "Proposed Findings for Denial of SP-97-01" found on staff report page thirty-three. She added that signs could not be regulated based on their content.

Councilmember Tomei asked for clarification of the proposed sign's size. **Heiser** said the sign itself, not including the trim, was 76.5 square feet. **Beery** added the Ordinance specifically defines the area of the sign as to and within the edge trim.

Councilmember Kappa asked if this was considered a non-conforming issue. **Beery** said this was not a land use application, and she did not see non-conformance as an issue. The Council must base its decision on size, height, and location.

Councilmember Kappa referred to Chapter 14.08.090 and asked for clarification of the criteria for accepting or denying the appeal.

The group recessed to research the reference and determine its applicability. **Beery** determined the language was in the variance section of the Zoning Ordinance and was not applicable to this application. The City Council must use the criteria in 14.08.090.

Correspondence: None.

Applicant/Appellant Testimony: **Ed Pagh**, 2823 SE Balfour, Milwaukie. He acted as Board member and project manager. The Board did not believe, and City staff concurred, that the existing sign was adequate to identify the church. He felt during the Planning Commission hearing there were certain issues important to the application that were not vocalized or entered into the minutes.

Pagh said the proposed sign would not only identify the Church, but also announce civic information such as youth rallies, educational opportunities, Red Cross Blood Drives, and voting precinct location. The existing sign does a good job of identifying the Church but is not adequate to communicate other facility uses. He discussed the design that would include a cowling and trim package to enhance the sign's appearance and help prevent vandalism.

The size of the sign and corresponding size of the letters in the changeable copy area would be visible to drivers on Hwy. 224. ODOT does not have review jurisdiction, but the person he contacted felt the size would be appropriate for the location. The project is unique in that it is located on a busy highway with higher than residential speed. He did not feel it should be compared with other church signs located on residential streets. He noted other large reader boards on Hwy. 224 at Clackamas High School, Nautilus, State Farm, and Public Storage.

Pagh pointed out there was no testimony in opposition at the Planning Commission hearing. The applicant surveyed other property owners on Rusk Road, and they did not oppose the application. City staff and ODOT agreed that the proposed size was appropriate and followed a logical path for a church having a variety of activities. The old sign would be moved to the driveway area on the south side of the property and indicate the entrance to the Church parking lots.

Pagh said there were issues in the packet that were not addressed by the Planning Commission. He requested the City Council agree with staff's recommendation and overturn the Planning Commission decision.

Councilmember Kappa asked the size of the existing sign. **Pagh** said the existing sign was 21.5 square feet. It has the same width as the proposed sign.

Councilmember Kappa said the applicant had compared the proposed sign to others in the HWY. 224 area and asked if he knew the zoning. **Pagh** said he believed most of them were in the Business Industrial Zone with the exception of Clackamas High School and State Farm.

Other Testimony in Support: **Phil Sloan**, Pastor, Clackamas Christian Center. Many people have driven by the Church because the sign is not highly visible. The Church wishes to help community members, and the proposed sign would communicate available services. He felt the Church was as viable a part of the community as businesses who had large signs. The intent of the proposed sign is to provide information. The sign will be an attractive addition to the property, and the Church is willing to spend the money to make it look good. He discussed the size of the parcel and plans to enhance the landscaping to be compatible with the Milwaukie Center and North Clackamas Park.

Councilmember Tomei commented she was on the Planning Commission when the Nautilus sign application was considered, and each sign is forty square feet.

Tom Pagh, 315 Nelson Lane, Gladstone. As a Gladstone City Councilor he had to rely on staff reports, legal counsel, neighbors, and expert opinions, and he felt, in this case, these opinions supported the application. The Church is expending funds to have an informative, attractive sign, and it will be a valuable addition to the property.

Other Testimony Opposed: **Forris Frick**, 11658 SE 35th, Milwaukie. The main issue is to identify the Church, and people who want more information should go into the Church to get it. Beautifying the surrounding area has nothing to do with the sign. He read Municipal Code Section 14.08.090 and asked how it applied to the 76 square foot sign question. The other signs mentioned by the applicant were in business and commercial areas. On behalf of the Lake Road Neighborhood District Association (NDA), **Frick** supported the Planning Commission's denial of the application.

Mayor Lomnicki noted that Frick was the Lake Road Land Use Chair and asked him if he was representing that group. **Frick** said the Land Use Committee had discussed the application and was surprised to see it appealed to the City Council.

Councilmember Kappa asked if the Clackamas Christian Center was in the Lake Road NDA. **Bartlett** confirmed the NDA extended to that area.

Rita Lynn, 3007 SE Olsen, said the Church might be located in the Lake Road NDA, but it really had little to do with Lake Road.

Pat Lent, 11355 SE 27th, Planning Commission Vice-Chair. She reviewed the Planning Commission's thought processes beginning with Municipal Code Section 14.08.090 that spoke to community service use review. The Commission considered CSOs and made comments relative to compliance with the underlying zone. The Commission addressed the residential zoning, community need, and traffic safety issues. She felt the applicant had time to address facts before the Planning Commission hearing was closed to further testimony. The Planning Commission was concerned about a sign of that size in conjunction with its proposed location.

Councilmember Kappa said signs in an R-7 zone cannot have internal illumination. **Lent** said the proposed sign met the Sign Ordinance illumination standards, and it would also have a timer.

Councilmember Tomei said she, too, had concerns about the sign's size and location. **Lent** felt a sign that large and that near Hwy. 224 could be distracting to drivers.

Councilmember Tomei asked Lent how the Planning Commission voted. **Lent** said the hearing vote was 5 - 0 to provisionally deny the application based on the findings to be prepared. The vote on the findings was 3 - 0 - 1. She referred to staff report page 33 and said these were some ideas put out by the Planning Commission for possible findings. The final order consisted of one finding. **Heiser** clarified that the Planning Commission voted 3 - 0 - 1 on the single finding.

Neutral Testimony: None.

Staff Report and Recommendation: None.

Rebuttal Testimony – Appellant/Applicant: **E. Pagh** apologized to Frick; the Church was not aware it was part of the Lake Road NDA. Representatives of the Church did, however, contact adjacent property owners. He responded to Lent's comments and said he did not feel the proposed sign would be any more distracting than those already on Hwy. 224. He suggested rather than specifying a letter height to refer to characters "sized according to manufacturer's specifications as shown on submitted plan."

Questions from City Council to Staff: **Councilmember Kappa** said there was mention during public testimony of three other church signs. He asked staff the sizes of the signs and the zoning. **Heiser** said one of the signs mentioned was in a residential area of King Road, and it was about 24 square feet and double-sided. She did not have information on the others.

Councilmember Kappa asked for comment on the other businesses within a half mile that had large signs. **Heiser** said one is located in a local commercial zone, and the other are in a Business Industrial Zone.

Councilmember Kappa asked the criteria for re-submitting an application in a CSO. **Heiser** said, if the application is denied, another one can be submitted.

Mayor Lomnicki said the applicant stated his intention of getting a new sign and moving the old sign to a new location on the site. He asked if that was permissible. **Heiser** said she did not believe this was restricted in a CSO.

Councilmember Tomei said the application was for two actions: installing a new sign and relocating the old one. **Heiser** said that was correct.

Councilmember Tomei asked if the Planning Commission denied moving the smaller sign. **Heiser** said the Planning Commission denied the entire application.

Councilmember Tomei asked if one action could be denied and the other approved. **Beery** responded that one action could be approved and not the other.

Councilmember Tomei asked the proposed location of the sign to be moved. **Heiser** indicated the location on the map which was at the south driveway near the Milwaukie Center sign.

Councilmember Kappa wanted assurance that no precedent would be set. **Beery** said the City Council could make a statement to that effect, but there would be no legal assurance that it would or would not set a precedent.

Closure of Public Hearing: **Mayor Lomnicki** closed the public testimony portion of the hearing at 9:35 p.m.

Discussion and Decision by Council: **Councilmember Kappa** asked Councilmember Tomei if this type of issue was addressed when she was on the Planning Commission. **Councilmember Tomei** clearly remembered discussions of Nautilus' sign application, but she did not recall allowing a sign as large as Clackamas Christian Center was requesting.

Councilmember Tomei had concerns about the size. A business or CSO has the right to erect a sign large enough to be recognized, but she did not feel the City Council was obligated to approve a sign large enough to contain an abundance of information. She was concerned that Pagh had suggested drivers could slow down to look at the information on a road as busy as Hwy. 224.

Mayor Lomnicki shared the same concerns. The Church is a CSO in a residential area, so it must conform to the underlying use. Its location on Hwy. 224 does not give the applicant the added ability to have a larger sign. Based on size, height, and location, he did not feel the sign was appropriate.

Councilmember Kappa did not believe the applicant's information met the needs of the Sign Ordinance. As proposed, it was extremely large. The Church is well-known, and as a driver, he would not be looking to read signs. He was not in favor of overturning the Planning Commission's denial.

Councilmember Schreiber appreciated the applicant's desire to share information. The purpose of the Sign Ordinance is for identification. She hoped the applicant would re-submit the application with a smaller, more compact sign more in keeping with the residential nature of the Rusk Road Community.

Mayor Lomnicki felt the City Council should give an indication of an acceptable size for the applicant to re-submit. He found the current size of 21.5 square feet acceptable and suggested re-locating it for increased visibility.

Beery said it was appropriate for the City Council to provide direction.

Mayor Lomnicki said, if the City Council denies the appeal, it will have to make findings based on the criteria, and he addressed the acceptable size issue.

Beery said the City Council could make a simple motion to uphold the Planning Commission decision to deny based on the criteria which contains a number of concerns related both to size and location. If the City Council is comfortable with the Commission's findings, then nothing needs to be added, or staff could be directed to develop additional findings.

Mayor Lomnicki felt it was incumbent upon City Council to provide reasons for upholding the Planning Commission's denial.

Beery said the Planning Commission is the body with authority. Any direction the City Council provides would not bind the Planning Commission but might be helpful to the applicant.

It was moved by Councilmember Schreiber and seconded by Councilmember Kappa to uphold the Planning Commission decision on SP-97-01 based on its findings.

Mayor Lomnicki referred to the "Notice of Decision" on staff report page 10. He preferred that the motion indicate the City Council found the application did not meet the 16 square foot standard in conformance with that zone. He felt that would give the applicant the reason for denial from the City Council perspective.

Councilmember Tomei supported Councilmember Schreiber's motion as made.

The motion to uphold the Planning Commission decision on SP-97-01 based on the Commission's findings as stated in the "Notice of Decision" passed 3 - 1 - 1 with the following vote: Councilmember Tomei, Councilmember Schreiber, and Councilmember Kappa aye; Mayor Lomnicki nay; and Councilmember Trotter absent.

It was moved by Councilmember Kappa to direct staff to go to the Planning Commission and change or find a more applicable language in the Sign Ordinance.

Mayor Lomnicki said it incumbent on the applicant to make the necessary changes if he re-submits the proposal.

Councilmember Tomei felt the minutes should stand to indicate the City Council's thoughts on the application.

The motion was not seconded.

OTHER BUSINESS

Award of Contract for Towing Services

Collier presented the staff report. Staff recommended awarding the contract to Olson Bros. Towing. He reviewed the RFQ process and noted that Justice Towing had not met certain required procedures. There were no procedural discrepancies in the Olson Bros. qualification documents. Both firms met or exceeded other standards set forth in the RFQ.

Mayor Lomnicki said both firms met or exceeded required standards, but Justice's documents were not complete. **Collier** said that was correct but noted this was a mandatory part of the process.

Mayor Lomnicki said Justice indicated it wanted to be identified as the backup if not awarded the main contract. **Collier** said if Olson is awarded the contract, it will supply its own backup when needed.

Bartlett said this would be a specific contract based on certain charges. **Mayor Lomnicki** said, if the need for backup occurs too often, it would become a performance issue.

It was moved by Councilmember Kappa and seconded by Councilmember Tomei to award the towing contract to Olson Bros. Towing. Motion passed unanimously among the members present.

Code Amendment Redefining the Term "Truck" and Restricting Truck Traffic on Certain Streets – Ordinance

Shelton presented the staff report. On September 2, 1997, the City Council directed staff to prepare an Ordinance that would authorize the City Manager to restrict through truck traffic on certain streets. The ordinance also corrects the term "truck" to read 72 inches in width, not 72 feet.

Councilmember Tomei asked if City Manager's authority would apply to minor arterials. **Shelton** said it could apply to arterials and noted the recent example of Lake Road.

Mayor Lomnicki noted a minor change to the Ordinance in the Council packet. In Section 2, "Part 10" was amended to read "Subsection 10."

It was moved by Councilmember Kappa and seconded by Councilmember Tomei to read the ordinance amending Milwaukie Municipal Code Sections 10.04.440 and 10.08.020 to correct the definition of the term "truck" and to grant the City Manager power to restrict through truck traffic on certain streets for the first time by title only. Motion passed unanimously among the members present. The ordinance was read for the first time by title only.

It was moved by Councilmember Tomei and seconded by Councilmember Kappa to read the ordinance amending Milwaukie Municipal Code Sections 10.04.440 and 10.08.020 to correct the definition of the term "truck" and to grant the City Manager power to restrict through truck traffic on certain streets for the second time by title only. Motion passed unanimously among the members present. The ordinance was read for the second time by title only.

It was moved by Councilmember Kappa and seconded by Councilmember Tomei to adopt the ordinance amending Milwaukie Municipal Code Sections 10.04.440 and 10.08.020 to correct the definition of the term "truck" and to grant the City Manager power to restrict through truck traffic on certain streets. Motion passed unanimously among the members present.

ORDINANCE NO. 1824:

AN ORDINANCE AMENDING THE MUNICIPAL CODE SECTIONS 10.04.440 AND 10.08.020 IN ORDER TO CORRECT THE DEFINITION OF THE TERM "TRUCK" AND TO GRANT THE CITY MANAGER POWER TO RESTRICT THROUGH TRUCK TRAFFIC ON CERTAIN STREETS.

Board and Commission Appointments

Mayor Lomnicki presented the following slate for board and commission appointments: Arlene Marie Ebner to the Budget Committee; Sandra McCune and Chris Monson to the Park and Recreation Board; and Lou Casale to the Citizens Utility Advisory Board.

It was moved by Councilmember Tomei and seconded by Councilmember Kappa to accept the slate of appointments as presented by Mayor Lomnicki. Motion passed unanimously among the members present.

LOC Conference

Mayor Lomnicki and **Councilmember Kappa** will be the voting delegate and alternate at Annual League of Oregon Cities Business Meeting in November.

INFORMATION

1. **Councilmember Kappa** discussed the 1997 Pacific Program and urged other Councilors to attend.
2. **Mayor Lomnicki** announced the MDDA Downtown Clean-up on Saturday, October 25th from 10 a.m. - 2:00 p.m.
3. **Bartlett** noted staff's response to the 34th Avenue Task Force questions regarding traffic concerns.
4. The group discussed upcoming Council work sessions items and the need to interview to remaining Traffic Safety and Transportation Board applicants.
5. **Bartlett** discussed the ongoing effort to work with Realtors and their sign concerns.

ADJOURNMENT

Mayor Lomnicki adjourned the meeting at 10:40 p.m.

Pat DuVal

Pat DuVal, Recorder

Date 10-21-97

I wish to address City Council on Agenda Item # VI-A

Name MARK HARRIS

Organization OLSON BROS. TOWING

Address 14115 SE McLoughlin Blvd.

Phone 659-5141

Speaking in Support

Speaking in Opposition

Raising Questions

Providing Information

Comments _____

CITY OF MILWAUKIE
CITY COUNCIL AGENDA
OCTOBER 21, 1997

MILWAUKIE CITY HALL
10722 SE Main Street

1777th MEETING

WORK SESSION

4:45 - Council Information Sharing
5:00 - Fire Service Evaluation Report

REGULAR SESSION

7:00 p.m.

- I. **CALL TO ORDER**
Pledge of Allegiance
- II. **PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**
 - A. **Red Ribbon Week – Proclamation (Milwaukie Together)**
 - B. **National Telecommute Week Proclamation and Employee Commute Options (ECO) Report (Charlene Richards)**
- 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.)*

City Council Minutes of October 7, 1997
- 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.*)
- A. **Consider Application by Blazer Homes for a Zoning Amendment (ZC-97-01) to Rezone a 1.18 acre site located South of 35th Avenue and Lake Road -- Ordinance (Susan Heiser)**
 - B. **Consider Appeal of SP-97-01 -- Clackamas Christian Center (Susan Heiser)**

- 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. **Award of Contract for Towing Services (Brent Collier)**
- B. **Code Amendment Redefining the Term "Truck" and Restricting Truck Traffic on Certain Streets – Ordinance (Rob Shelton)**

VII. **INFORMATION**

- A. **N. Clackamas Parks & Recreation District Advisory Board Minutes**
- B. **Planning Commission Minutes of September 23, 1997 (draft)**
- C. **Park and Recreation Board Minutes of September 9, 1997**
- D. **Departmental Quarterly Report**

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.

**CITY OF MILWAUKIE
CITY COUNCIL WORK SESSION
SEPTEMBER 2, 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; Fire Chief Bruegman; Community Development Director Collins; Information Services and Technology Manager Atanes; Civil Engineer Roeger; and Engineering Intern Shelton.

Information Sharing

The group discussed the feasibility and implications of the proposed Enterprise Zone and the work session tentatively scheduled for the September 16, 1997. All agreed more information was needed. **Councilmember Tomei** provided a *Willamette Week* article regarding a worker's salary. The issue may be whether or not an Enterprise Zone is acceptable to the community. A letter was being drafted addressing the City's concerns. Councilmembers discussed Milwaukie's relationship with the Clackamas County Board of Commissioners.

Fire Service Report

Bruegman presented the staff report on the *Planning for the 21st Century and Beyond, Fire/EMS Strategic Business Plan 1997 - 2001*.

Bartlett noted two additional memos to the Mayor and City Council from Bruegman. One provided additional information on the Commission on Fire Accreditation International (CFAI), and the other compiled and prioritized recommendations from the Emergency Services Consulting Group (ESCG) report. Two citizen involvement meetings are scheduled to discuss the ESCG recommendations pursuant to Council's request: the Historic Milwaukie NDA meeting on September 11 at 7:00 p.m. and the MDDA Board Meeting on September 12 at 7:30 a.m.

Bruegman said the Strategic Business Plan recognized long-term organizational needs from an internal perspective. Formal adoption of the Plan does not commit the City Council to any long-term funding.

Bartlett said the Plan assumes the entities are in business together for the next five years of the agreement and provides strategic guidelines under which the organizations would operate as one functionally-consolidated group.

Bruegman added that the Plan would be a living document providing information to the budget process and focusing on an organizational mission. The Plan outlined service level objectives including response times, staffing, per capita costs and fire losses, and dispatch and turnout times. The Plans goals and objectives should support these service level objectives. After the goals are adopted, an implementation plan will be developed.

Bruegman discussed *Standards of Response Coverage* and the ability to provide adequate resources in fire combat situations. He reviewed EMS needs and response times.

The final section of the Plan addressed *Strategic Programs*. Response Mapping and Community Emergency Response Teams (CERT) will be the focus during the next twelve months.

Councilmember Tomei referred the page ES-8 and asked for clarification of the standardization of pre-emergency plans. **Bruegman** said Fire Zone is a software program that develops a database used in response services. Capt. Johns is working with the Sabin Skill Center on the project.

Councilmember Kappa said the Plan leads to functional consolidation. **Bartlett** said the Plan itself clarifies goals and objectives.

Councilmember Kappa referred to page ES-1 and the objective of a four-minute response time in the urban service area. He asked about the concern in the northern section of Milwaukie with a five-minute response time. **Bruegman** said there would be 90 % reliability. He discussed Portland Engine Co. 20 and the ability of an effective automatic aid agreement to meet the response time.

Mayor Lomnicki noted the Plan did not make any reference to closing the downtown Milwaukie station or changing response times. He referred to page ES-7 and said it did not seem to preclude the City of Milwaukie from being a standalone agency. **Bruegman** said the Plan would still be used if Milwaukie were a standalone operation.

Mayor Lomnicki asked how difficult it would be for the City to alter its relationship with the two districts in the future. **Bartlett** said the Plan addressed non-standard processes and was begun well before the Snook contract.

Bruegman said, even if the City decides to be a standalone agency, the Plan will still provide good organizational tools.

Councilmember Schreiber felt the City needed to prepare for both consolidation and being a standalone agency.

Councilmember Trotter said closing the City Hall station cannot happen without organizational consolidation.

Mayor Lomnicki understood Waverley would be beyond the four-minute response area and discussed mutual aid service.

Bartlett discussed the Public Safety Building traffic study and the potential need to extend 36th Avenue or construct an overpass to support future growth.

Mayor Lomnicki was concerned the public might think the City Council had formally decided there would be a merger or consolidation. The Plan is a standardization strategy, and, even if the City decides not to participate, it can be modified for Milwaukie's internal use.

Councilmember Kappa said closing the City Hall station is a separate issue and needs to go through a public process.

Councilmember Trotter discussed the long-term cost effectiveness of building an overpass to save \$1 million a year.

Bruegman said the service level objectives were nationally-based guidelines which would be relevant if the City were to remain a standalone agency or if it decided to consolidate.

Councilmember Tomei asked the scope of the statistical information. **Bruegman** said the data is from 77 departments located throughout the country. The survey provides benchmark information and noted the "mean" column provided comparisons for the ESCG recommendation.

Mayor Lomnicki asked for clarification of the "square miles per station" data. **Bruegman** made the comparison that if the City of Portland had the same density of stations as Milwaukie, it would have 70 instead of the existing 28. If the City of Milwaukie decides to remain a standalone agency, then two stations are appropriate. He said there is an effort to minimize redundancy and to consider the effectiveness of current locations.

Mayor Lomnicki asked if the City would be planning for the future by closing the downtown station based on its Regional Center designation with higher densities and increased activity. **Bruegman** suggested shifting the paradigm and considering a roving station.

Councilmember Schreiber discussed EMS service delivery. **Bartlett** said some cities have gone to fully-certified ALS police officers.

Councilmember Kappa asked that there be more discussion of the Plan before it comes to the City Council as an action item.

Responding to an earlier comment on the 90% reliability on page ES-1.

Councilmember Trotter pointed out this referred to the second response. Four minutes is still the first response goal. **Bartlett** said the 90% reliability should be included for both.

Mayor Lomnicki referred to page ES-9 and the issues of subsidizing future growth and urban and rural service levels. If the City were to become part of a larger organization, he felt there would be equity issues for those living in heavily urbanized areas who may have to capture expansion costs.

Councilmember Trotter said the Plan addressed the dual standard issue and the two types of service needs.

Bruegman said, working collectively, providers can offer better service levels. He felt expectation levels between the urban and rural areas were different.

Councilmember Trotter said the City of Milwaukie will have the opportunity during the next few months to look at the issues as Oak Lodge and Clackamas plan for consolidation.

Fire Capt. Johns discussed mutual aid to Portland and ALS responses.

Councilmember Trotter asked if there was a schedule for the ESCG report. **Bartlett** said he planned to schedule work sessions in October. Summaries and minutes will be available to Council from each of the citizen involvement meetings.

Bruegman reviewed his memo regarding the ESCG recommendation priorities.

Councilmember Schreiber asked Bruegman if he felt any items in the ESCG were inappropriate. **Bruegman** responded he did not see any "red flags."

Mayor Lomnicki said he might challenge some of the findings from a political point of view, but he felt the quality of the information could be trusted.

Councilmember Trotter recommended developing a list of issues that would have to be resolved before implementing any contractual agreements. **Bartlett** said some issues would depend on what the City Council identifies as its service level objectives.

Councilmember Trotter said the labor contract, for example, was one issue since the City has four years left on its current bargaining unit agreement. He suggested validating the ESCG report with previous studies such as the Carlson report. **Bartlett** said some of the data could be used for comparison, but there have been some significant changes due to Measure 50.

Mayor Lomnicki pointed out the numbers do not tell the full story because of the voter-passed serial levies for a new station and new equipment.

Councilmember Trotter said the report says funding needs will decrease if the City of Milwaukie decides to consolidate or contract for services.

Councilmember Schreiber said tax payers need to know if their assessments will be reduced or if funds will go to other City services.

Enterprise Zone

This item was re-scheduled for the September 16, 1997, work session.

County Gas Tax and Vehicle Registration Fee Ordinances

Bartlett presented the staff report. The Board of County Commissioners is asking mayors to agree to the Financial Terms of the proposed sharing of the Gas Tax and Vehicle Registration Fee. The county indicated it would like to have as many cities as possible participate. He reviewed discussions between the County and cities regarding sharing election costs vs. sharing campaign costs.

County ordinances reflected the changes recommended by the Mayors and Managers with a 60/40 split between the County and City in the first year. He discussed the projected amount over the next 10 years and added there are fewer restrictions on vehicle registration fee usage than gas taxes. The County has asked each entity for a project priority list.

Mayor Lomnicki said the split would be 60/40 in first year and re-adjust based on negotiations in the second year.

Bartlett discussed the level of maintenance needed by urban and rural roads. Cities would have to negotiate among themselves on how to share funds. There have also been talks about joint projects for county roads within cities to bring them up to urban standards. Regarding the request for project priority lists, he felt the cities needed to maintain flexibility to address changing conditions such as the ability to match funds for an ODOT project.

Mayor Lomnicki felt the maintenance backlog, TSP, and School Trip Safety Program projects could be used without being prohibitive.

Councilmember Trotter suggested using TSP graphics to indicate long-range goals and making it clear in the text that this is a five- to ten-year program.

It was consensus to put this on the regular session agenda as an action item.

Public Works Department Projects

School Trip Safety Program

Shelton reviewed the background and indicated about 50% of the four participating schools' projects have been or will soon be completed. Some of the projects, due to their scope, were rolled into the Lake Road Multimodal Plan, Transportation System Plan (TSP), or the Neighborhood Traffic Management Plan (NTMP). Public Works felt other projects were the responsibility of the School District, and other items were determined not appropriate. The goal of moving some of the projects into the long-range plans were to minimize duplication of effort and reduce conflicting priorities.

Council indicated it would like an annual update of completed projects, and **Mayor Lomnicki** suggested it be prepared before the budget process to provide a better understanding of the problems and needs. The budget drives what projects can be done in the broader context of all City programs.

Councilmember Schreiber said the public needs to know the cycle in order to submit its requests.

Neighborhood Traffic Management Program

Shelton provided an update on the Neighborhood Traffic Management Program (NTMP). Citizens requested traffic calming on twenty-nine City streets, and seven of them qualified for the NTMP.

Councilmember Trotter referred to the ranking list that included 32nd Avenue from Harrison to Johnson Creek Blvd. He was not sure the entire length of 32nd Avenue qualified since some of it is zoned CSO and commercial. He understood the NTMP was for residentially-zoned areas. He suggested asterisks indicating all of 32nd Avenue was not eligible under existing legislation.

Councilmember Tomei referred to staff report page 9 and asked the total points for 22nd Avenue from McLoughlin Blvd. to Sparrow St. **Shelton** said the total number of points was 36.96. **Mayor Lomnicki** said it was eliminated from the NTMP because it is designated a minor arterial.

Shelton said the next step is to prepare letters to the initial requesters and contact the Neighborhood District Associations regarding the proposed action on those street that qualified.

Shelton asked for comments on the process. **Councilmember Tomei** felt a group of people, rather than an individual, should make a request.

Councilmember Trotter believed the ordinance contained a process. Streets must compete with each other annually.

Mayor Lomnicki said projects have to be done with available funds. There may be circumstances, such as traffic routing changes, under which a project would have to be re-evaluated.

The group briefly discussed the "No Thru Trucks" sign proposal on the regular session agenda and some of the clarification questions members planned to ask of staff.

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

Pat DuVal, Recorder

Mayor Lomnicki reconvened the work session at 8:40 p.m.

Bartlett discussed upcoming City Council activities:

1. Iwaki Delegation Itinerary;
2. Fall Retreat scheduled for September 27 with planning work session on September 23, 5:00 - 7:00 p.m. at City Hall;
3. Forecast 97 scheduled for September 22, 23, and 24.

Recall Petition

Beery reported on the prospective petition received Friday August 29, 1997, and the potential recall of the Mayor and two Councilors. She reviewed the recall process based on the Oregon Constitution and Oregon Revised Statutes. There were several problems with the forms filed with the City Elections Officer. It was her opinion that all three petitions should be rejected and a letter sent to the petitioners indicating the deficiencies. She reviewed the SEL forms and areas that needed to be addressed.

The Elections Officer had two options: accept forms, start the 90-day clock, and ask for corrections; or reject the forms and give the petitioners an opportunity to correct the deficiencies. If the petition were accepted for filing, there would be election law violations to report.

The group discussed the time remaining in office, and **Beery** reviewed Charter provisions and the ability to gather a quorum. She gave an overview of the timelines involved with the recall petition.

Councilmember Kappa asked if the Mayor and two Councilors could be reappointed by the remaining members. **Beery** said they could not. The group discussed term limits.

Mayor Lomnicki said if enough signatures were gathered for a special election, there would be five days in which to resign or issue a 200-word statement for the voters pamphlet.

Beery said the position would be declared vacant when done so officially by the Elections Officer.

The work session adjourned at 9:12 p.m.

Pat DuVal
City Recorder

EXECUTIVE SUMMARY

Emergency Services Consulting Group was commissioned to evaluate the Milwaukie Fire Department and make specific recommendations relative to current and future service delivery options. This was accomplished over a period of three months. We received input from many sources including the Mayor and City Council, City Manager, the City's Finance Director, various members of Clackamas County Fire District No. 1's administrative staff, the Chief of Oak Lodge Fire District #51 and the Milwaukie Captains. Much of the work was completed on-site during one-on-one interviews.

As a result of the signing of several intergovernmental agreements, much of the responsibilities associated with the delivery of emergency and non-emergency services lies with Clackamas County Fire District No.1. Administrative functions, training, fire prevention, inspections, investigation services and emergency response overhead is provided by the Districts. These agreements are working and appear to be achieving desired results including service enhancements and cost containment.

Many of the deficiencies noted in the evaluation are currently being addressed by the joint agencies. Given more time, we are confident that deficiencies will be eliminated and areas needing enhancement will be accomplished.

The current intergovernmental agreements are providing the City with a cost effective means of providing specific services. The \$25,000.00 being charged for administrative services is far less an amount than what would be expended by the City if they were providing the services themselves. The \$85,000.00 currently expended for B/C coverage provides an excellent return for the investment. The \$150,000.00 expended through the contract with the South Metro Prevention Bureau is well priced considering the services and expertise provided.

The current arrangement should be looked at as an "interim" step. It is difficult to impossible to operate the combined organizations in this manner for an extended period of time. Some of the current situations and circumstances that the City and District are dealing with relative to personnel issues are examples of what can be expected if operational consolidation is not part of the equation. The District must be operationally in charge on a daily basis in order for the system to work. We encourage the City to sign an intergovernmental agreement addressing complete "operational consolidation" by October 1, 1997. The signing of this agreement will eliminate a lot of the problems and confusion now being experienced, will provide for personnel integration and will lay the foundation for a future service contract.

The City's fire department is expensive to operate under the current configuration considering the population and geographic area served. The current staffing of two fire stations is adding considerable expense to the overall cost of providing fire protection to



the community. This is well documented throughout this report. Our research and evaluation indicates that current service levels and response standards could be met by responding out of a single facility (the Public Safety Building). The closing of the City Hall station, in our opinion, not only a viable option but a necessity if costs are going to be controlled and efficiencies are going to be experienced, particularly in the light of Ballot Measure 50. The closing of the station has the potential to free up considerable tax dollars. Depending on which alternative is selected, the annual savings could be in excess of one million dollars.

There are several alternatives to be considered regarding the disposition of personnel currently assigned to that facility in the event the City elects to close the facility. The personnel could be re-assigned to other stations within the system, thus significantly reducing overtime requirements; they could be absorbed into the system, thus augmenting current staffing levels; they could be re-assigned to other vacant City positions for which they are qualified; or they could be laid off. Additional long term savings would be experienced through avoided costs associated with station maintenance and upkeep; and apparatus and equipment replacement. The Fire Districts have already put into place reduction strategies necessary to cope with Ballot Measure 50. The City will be facing a similar process as it makes decisions relative to the closure of a station and staffing reductions. These are difficult decisions, but decisions that must be made. It is imperative that this be done in a coordinated manner.

This report provides for discussion. The recommendations have been supported by quantitative information where possible. Ultimately, the decision as to what direction will be taken lies in the hands of the City's policy makers.

ESCG has made many recommendations throughout this report which, if followed, will enhance the level and quality of services delivered by the City of Milwaukie to the citizens within its jurisdictional boundaries. Major recommendations listed in this report include:

- Close the City Hall Station
- Develop an intergovernmental agreement to operationally consolidate the department with the Districts by 10-1-97.
- Clearly define the authority and responsibilities of the Fire Chief, including administration of the fire department budget.
- Review and modify department goals and assignments as necessary.
- Review and up-date job descriptions.
- Conduct a follow-up assessment of the last ISO grading and survey, ultimately developing an improvement plan.
- Continue working towards the completion of a customer centered strategic plan.
- Develop a multi-agency policy and procedure manual.
- Improve and up-grade station security systems.
- Develop a plan to integrate the departments into one emergency dispatch center.



- Align labor contract with neighboring agencies if current Intergovernmental Agreements remain in effect.
- Integrate testing and promotional functions.
- Adopt and implement physical performance standards for firefighting personnel.
- Provide annual medical exams which are compliant with current NFPA standards.
- Develop a joint capital replacement schedule.
- Involve fire suppression personnel in fire inspections.
- Establish and implement a plan to come into compliance with SARA Title III.



FINANCIAL ANALYSIS

Whenever possible, an apples-to-apples comparison should be made so as to ensure the highest levels of accuracy. As one component of this report, the authors evaluated the budgets of both Milwaukie and Fire District No. 1, discussed and obtained information from the financial officers of both agencies, and made judgments about the future of the agencies' services based on new state law changes and other information. In addition, ESCG considered regional standards as benchmarks for levels of service so policy makers could make reasonable evaluations. Nevertheless, financial considerations will affect service delivery as well as cost to the taxpayer, and as such should be weighed carefully prior to making decisions.

To properly analyze the financial implications of any option, it is necessary to view them from more than one simple perspective. In this situation, it is necessary to view it from not only the perspective of the amount taxpayers provide for fire rescue services but also the total costs of providing the service. Because there are revenues other than property taxes supporting both the fire department of the City of Milwaukie and Clackamas County Fire District No. 1, the total cost of providing the service is greater than that provided by property tax revenues and hence the property tax rate.

Therefore, the most significant factors to consider are: 1) the total operating cost and 2) that total operating cost measured against a standard factor. In the case of the analysis presented below the measurement factor utilized is assessed value. In providing this dual analysis, tax rate per \$1,000 of assessed value and total operating expenditures per \$1,000 of assessed value, a valid comparative analysis can be performed. One other very important factor needs to be discussed; the definition of "total operating costs".

When viewing a budget or financial report, there are several items included which are not costs of providing ongoing operations. Examples of such items are: contingency funds, interfund transfers and capital expenditures that are not typical replacement items (such as acquiring new fire apparatus). These need to be eliminated from the totals when conducting an analysis of total "operating" costs.

This analysis will first address the property tax implications. In other words, what support for fire-rescue services is provided by property owners through their property tax payments. For this analysis to be meaningful, it must be done on an equal basis, or be an "apples to apples" comparison. The City of Milwaukie provides many services supported by property taxes that are not provided by Clackamas County Fire District #1. Examples are police services, community development, neighborhood services and code compliance. To achieve parity, adjustments need to be made to take these disparities into account.



In 1996-97 the fire department was in the second year of a three year Public Safety Serial Levy (including a small amount of support for police services). That levy generated \$849,954 in 1995-96. For 1996-97 the budgeted amount was \$775,700. A new tax base passed on November 5, 1996, negated the third year of the serial levy in 1997-98. In addition to the serial levy, the fire department receives its largest single revenue contribution in the form of an interfund transfer from the general fund. This support, representing resources provided primarily by the property tax base of the City, are transferred to the Public Safety Services Fund. The actual amount transferred in 1995-96 was \$2,213,559. The budgeted amount for 1996-97 was \$2,930,920 and for 1997-98 it is \$2,295,019. Taking both the serial levy and the interfund transfer into consideration yields total tax support for the fire department to be \$3,063,513 in 1995-96, reducing to \$2,845,638 in 1996-97 and \$2,930,920 in 1997-98. When these total tax support dollars are converted to tax rates per \$1,000 of assessed value, the results are \$2.82 in 1995-96 (\$1,085,612,990 assessed value), reducing to \$2.35 in 1996-97 (\$1,211,675,220 assessed value) and \$2.96 in 1997-98 (\$1,011,297,753 preliminary estimate of assessed value supplied by Legislative Revenue Office).

The table below compares the tax rates for fire services in this three year period. The reduction in the City of Milwaukie's 1996-97 operating budget was due to a combination of reduced expenditures and an increase in assessed value.

<u>YEAR</u>	<u>CITY OF MILWAUKIE</u>	<u>CCFD #1</u>
1995-96	\$2.82	\$2.35
1996-97	\$2.35	\$2.23
1997-98 (est)	\$2.90	\$2.04

This is only one-half of the financial analysis. The other part, and in reality the more significant part, is an analysis of the cost of operating the fire services for both the City of Milwaukie and Clackamas County Fire District #1. The fire department expenses, however, require adjustment because no budgetary or costing allocation for 9-1-1 Emergency Dispatch Services is made. The Police Department is the budgetary and operating division within the City of Milwaukie government responsible for 9-1-1 Emergency Dispatch Services. The department estimates that approximately 1,700 calls received by the dispatch center are fire department calls. This represents 10.8% of the total 15,700 calls. If the cost of operating the center is reduced to a "per call" cost or a percentage of total basis, that amount allocated to the fire department equals \$39.43 per call or a total estimate of \$67,029 for 1997-98.



Milwaukie Fire Department

The City of Milwaukie Fire Department and Clackamas County Fire District No. 1's operating costs for 1997-98 (including the allocation for 9-1-1 Emergency Dispatch services) for fire services is presented as follows:

	<u>Milwaukie</u>	<u>Dist. No.1</u>
Personnel Services	\$1,852,528	\$7,971,035
Materials & Services	927,392	1,318,991
Capital Expenditures	151,000	182,412
E-911 Dispatch	<u>67,029</u>	<u>n/a</u>
TOTAL	\$2,997,949	\$9,472,438

When these total operating expenditures are converted to a figure of Total Operating Expenditures per \$1,000 of Assessed Value, the results are:

	<u>Milwaukie</u>	<u>Dist. No.1</u>
Personnel Services	\$ 1.8318	\$1.84
Materials & Services	.9170	.30
Capital Expenditures	.1493	.05
E-911 Dispatch	<u>.0663</u>	<u>n/a</u>
TOTAL	\$ 2.9644	\$2.19

The significance of this budget breakdown, when compared to Clackamas County Fire District No. 1 is the fact that while the tax rate allocated to personnel services is almost identical for both agencies (\$1.83 for the City of Milwaukie and \$1.84 for the District) the amount allocated for materials and services (\$0.92 for the City of Milwaukie and \$0.30 for the District) represents a considerable difference, which is primarily due to the need to support two fire stations versus one for a smaller population and geographic area.

Budget Development

Milwaukie develops its budget using its fire department as an independent cost center. Costs are assigned solely to the fire department when they are 100 percent related to the provision of fire safety services. The city finance director allocates costs for other services (e.g. City administration, fleet maintenance, facilities, and so on) when those services are shared among various City departments. The Fire District, as a special services district, assigns virtually all of its costs to the general category of fire and life safety and then allocates to cost centers at the station or division levels.

Current Conditions

Though the current tax rate for Fire District No. 1 is \$2.04. In addition, to meet Measure 50 budget targets, District No. 1 and Oak Lodge have set a course to reduce their staffing levels by 14 personnel over the next fiscal year thereby reducing staffing costs by approximately 19 percent. The District is currently engaged in merger discussions with Oak Lodge Fire District No. 51. Oak Lodge's tax rate is projected to be \$2.22 by the Legislative Revenue Office. If those discussions result in a merger, then it is possible



that the new rate for Fire District No. 1 may be higher than the current rate. Current expectations are that the rate will not exceed \$2.13 per thousand which is lower than the previously described "operating" rate of \$2.19 because the District receives revenues from other sources.

ESCG evaluated operating budgets of both agencies to determine the potential savings resulting from merger, contract, or other agreements. It considered all three operating categories as well as those items that may not have been directly assigned. These basic budget numbers are fundamental in determining the potential for cost savings in the future.

Both the City and the Fire District divide operating costs into three basic categories: Personal Services, Materials and Services and Capital Outlay. A comparison of the operating budgets for the two agencies for Fiscal Year 1997-98 is provided in Table 5. These budgetary numbers represent operating expenses--the costs of providing services without consideration of contingency, ending fund balance, infrequent long-term capital expenses such as facilities and equipment, or transfers into special funds. Though the Fire District's operating expense shown in the table is actually higher than the state's calculation for operating revenue, the District will receive revenue other than property tax to make up any differences. The amounts of the fire department's portion of the dispatch costs are included with the City's totals.

Budget Breakdown (1997-98)			
<u>Category</u>	<u>Milwaukie</u>	<u>District 1</u>	<u>Total</u>
Personal Services	\$1,852,528	\$7,971,035	\$9,823,563
Materials & Services	927,392	1,318,991	2,246,383
Capital Outlay	151,000	182,412	333,412
Milw. Dispatch	67,029	n/a	67,029
TOTAL	\$2,997,949	\$9,472,438	\$12,470,387

Table 5

For the purposes of this report these numbers represent the baseline costs which will be impacted should any changes to the current system occur. As previously stated, other costs that elected officials should consider would include estimated contingencies, ending fund balances and transfers for capital purchases.

Growth

During previous years, dividing the agency's budget into the assessed value (AV) derived the tax rate. Because budgets were limited to 6 percent growth, any growth in assessed value that exceeded six percent lowered the tax rate. Further, new construction simply qualified as assessed value growth and lowered the tax rate even more.



These reasons are why Fire District No. 1 has experienced substantially lower tax rates over time. It covers a geographic area experiencing high-growth in terms of increasing market values for already improved properties, and it has seen high-growth from new construction. Fire District No. 1 has therefore experienced a reduction in its tax rate from \$2.55 to less than \$2.04 in the last few years. Milwaukie has also enjoyed the same levels of growth in assessed values and construction during the latest real estate boom.

Ballot Measure 50 changes the way budgets are calculated. It effectively reduces AVs and limits AV increases (due to market value growth) to three percent per year. For new construction, Ballot Measure 50 changes the method of calculating tax payments. In new construction cases, the future tax rate will be applied to the improvements made during the year. In essence, the ballot measure creates a rate-based system that will allow new construction to pay for the infrastructure necessary to serve it. As a result, the agencies serving areas of substantial new construction will trend toward a more stable funding base.

Benchmarks

Financial decisions will necessarily impact service, either changing the way that services are provided, reducing or enhancing service levels, or adding or eliminating programs. Decision makers must know the impact of their decisions to ensure that an informed decision can be made. That is why ESCG evaluated several benchmark service levels prior to making its recommendation for system changes. Those benchmarks are:

- Fire fighters per 1,000 population;
- Fire fighters per 1,000 assessed value;
- Responses per 1,000 people;
- Responses per fire fighter per year;
- Stations per square mile;
- Cost per \$1,000 of assessed value;
- Cost per capita; and
- Cost per square mile protected.

As one component of its evaluation, ESCG compared Milwaukie Fire Department with other agencies in the area. Comparator agencies included Clackamas Fire District No. 1, Tualatin Valley Fire and Rescue, Gresham Fire Department, Portland Fire Bureau, and Oak Lodge Fire District. ESCG does not make judgments about whether any of the fire agencies in the comparison is good or bad; the numbers are provided merely to determine how Milwaukie and Fire District 1 compare to other agencies.



Benchmark Data Summary

Year	Organization	Population	Operating Expenses	Assessed Value/000	Square Miles	Work Load	# Sta.
1997-98	Milwaukie FD	20,015	\$2,997,949	\$1,011,298	4.8	1,700	2
1997-98	Oak Lodge Fire	23,000	\$2,943,651	\$1,208,635	7.5	2,150	1
1997-98	Clack Fire #1	30,000	\$9,472,438	\$4,319,467	135.0	5,600	7
1995-96	Gresham FD	110,000	unavailable	\$3,789,066	60.0	7,500	6
1996-97	Portland FD	520,000	unavailable	\$28,179,838	186	54,389	27
1996-97	TVF&R	320,500	unavailable	\$19,371,806	216.0	20,000	20

Table 6



Benchmark Detail

Fire fighters per 1,000 population. This calculation is used to evaluate efficient 'right-sizing' of an agency. Because most fire and emergency medical demand is correlated with the number of people in an area, the number of firefighters determines the availability of an agency to respond to that demand. Too few firefighters, and slow or ineffective responses take place; too many firefighters, and the cost outweighs the additional benefit.

Comparison of Fire Fighters Per 1,000 Population			
Organization	Firefighters	Population	FF/1000
Milwaukie	23	20,015	1.15
OLFD	19	28,000	.678
CCFD 1*	75	80,000	.937
Gresham	78	110,000	.709
Portland	507	520,000	1.02
TVF&R	250	374,000	.668

*excluding volunteers

Table 7

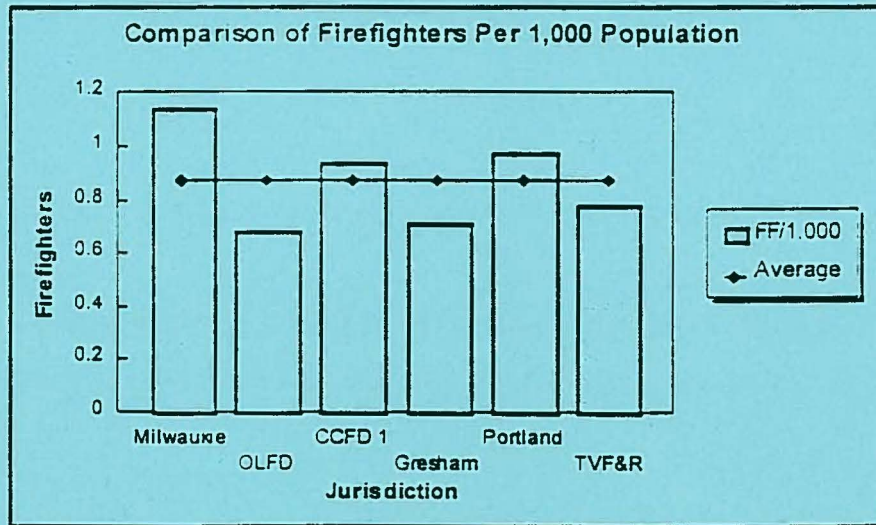


Table 8



Milwaukie Fire Department

Fire Fighters per \$1,000 assessed value. This calculation is used to benchmark the size of an organization based on the value of property that the organization is designed to protect. While this benchmark does not consider the potential fire danger or the distribution of resources in a system it helps explain the availability of resources to respond to demand. Too few firefighters, and the risk of property loss increases, too many fire fighters and the cost of fire protection is excessive.

Firefighters Per \$100,000 of Assessed Value			
Organization	Firefighters	AV	FF/\$100,000
Milwaukie	23	\$1,011,297.753	0.002274
OLFD	19	\$1,208,634.933	0.001572
CCFD 1	75	\$4,319,466.715	0.001736
Gresham	78	\$3,789,066.439	0.002059
Portland	507	\$28,179,838.038	0.001799
TVF&R	250	\$19,371,806.128	0.001291

Table 9

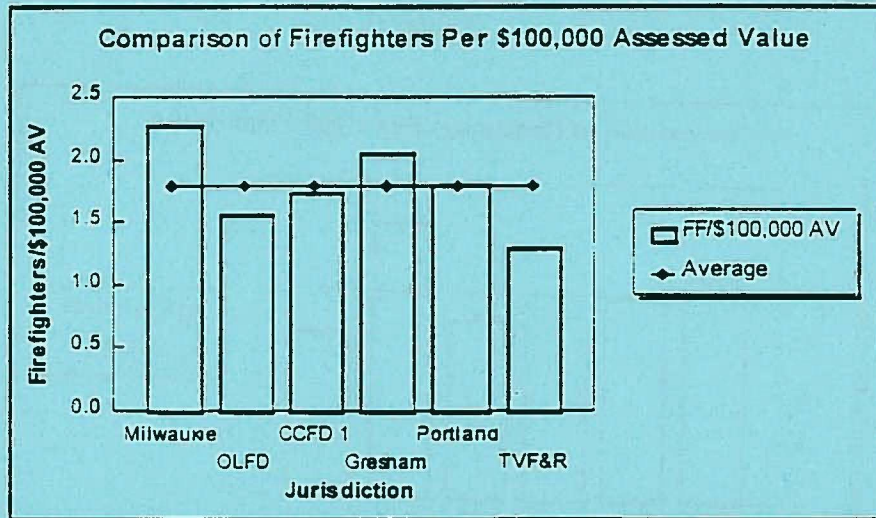


Table 10



Responses per 1,000 people. This calculation is used to benchmark the relative workload of an organization based on the population it serves. This calculation does not consider the nature of the response or the response level (i.e. ALS vs. BLS or multiple vs. single alarms). In addition, those agencies experiencing a high transient population (i.e. those with major transportation routes) may show a higher than average response rate. A high number of responses per 1,000 may indicate the absence of other resources, system abuse, a highly transient population, or a high-risk population group.

Responses Per 1,000 Population			
Organization	Population	Workload	Resp./1,000
Milwaukie	20,015	1,700	84.94
OLFD	28,000	2,150	76.79
CCFD 1	80,000	5,600	70.00
Gresham	110,000	7,500	68.18
Portland	520,500	54,389	104.49
TVF&R	374,000	20,000	53.40

Table 11

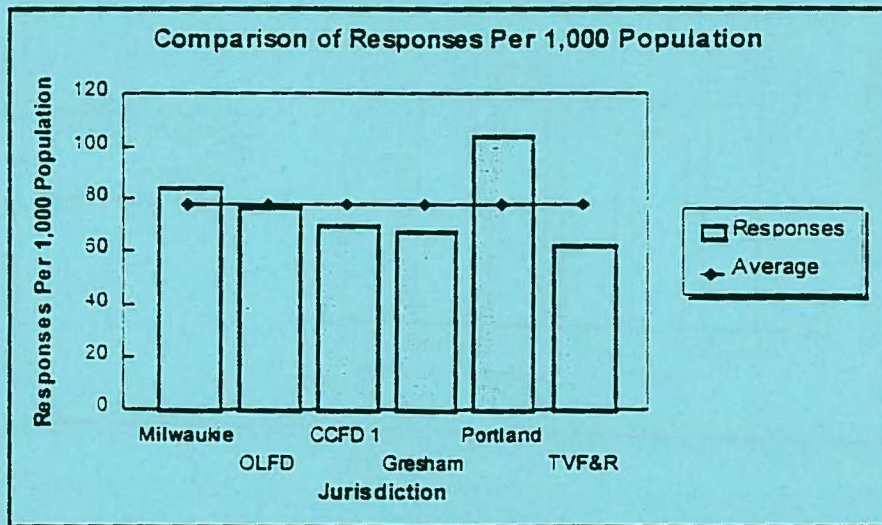


Table 12



Responses per fire fighter per year. This calculation is used to benchmark the relative utilization of an organization based on the number of resources it deploys. This calculation does not consider the nature of the response or the response level (i.e. ALS vs. BLS or multiple vs. single alarms). A high number of responses per firefighter may indicate efficient use of resources (with the associated risk of "burn-out"), while a low number of responses per fire fighter may indicate poor use of resources (with the associated risk of "rust-out").

Responses Per Firefighter Per Year			
Organization	Firefighters	Workload	Resp./FF
Milwaukie	23	1,700	73.91
OLFD	20	2,150	107.50
CCFD 1	75	5,600	74.67
Gresham	78	7,500	96.15
Portland	507	54,389	107.28
TVF&R	250	20,000	80.00

Table 13

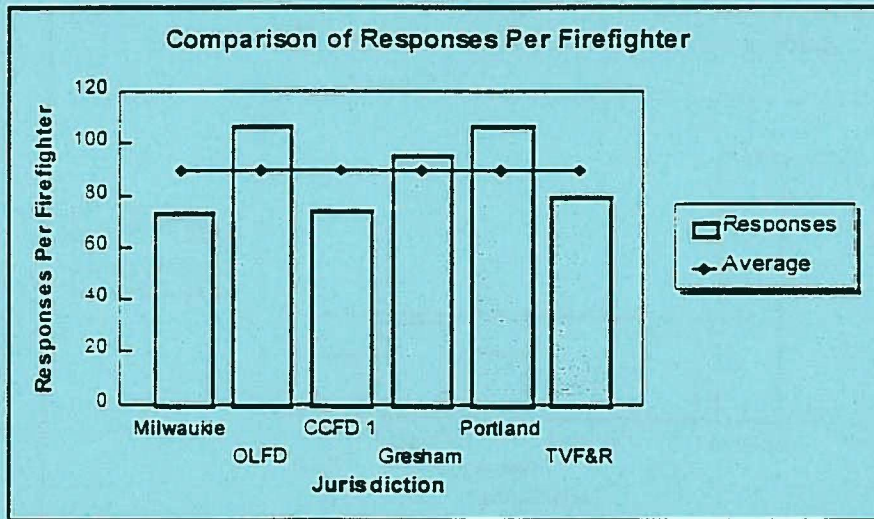


Table 14



Stations per square mile. This calculation is used to benchmark the relative utilization of an organization based on the resources it deploys to serve a geographic area. Generally, rural fire agencies will have fewer stations per square mile while urban services will have more. This calculation does not consider the station staffing or other methods of resource deployment. A high number of stations may indicate inefficient use of resources or redundant responses, while a low number of stations may indicate insufficient resource response.

<u>Stations Per Square Mile</u>			
<u>Organization</u>	<u>Square Miles</u>	<u>Number of Stations</u>	<u>Stations per Square Mile</u>
Milwaukie	4.8	2	0.42
OLFD	7.5	1	0.13
CCFD 1	135.0	7	0.05
Gresham	60.0	6	0.10
Portland	186.0	27	0.15
TVF&R	216.0	20	0.09

Table 15

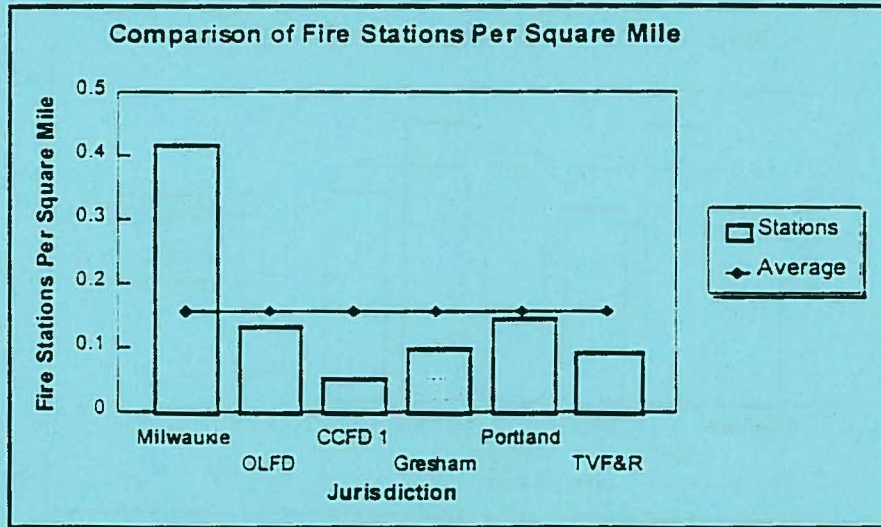


Table 16



Costs per \$1,000 AV. This calculation is used to evaluate the cost of providing services based on the operating costs of the agencies. Evaluating operating costs is difficult in that 1) agencies calculate operating costs differently, and 2) those differences may greatly influence the evaluation. For costing analyses, therefore, ESCG standardized its evaluation process after speaking with financial officers at Oak Lodge, District 1, and Milwaukie. The operating costs for those three agencies are outlined in the table below. The operating costs identified represent the costs of personnel, materials and services, and capital goods. Costs for bonds, capital infrastructure (buildings and apparatus), contingencies, and transfers were excluded from the calculations. In some instances, the tax rate for operating costs may actually exceed the agency's tax rate because some agencies receive revenue from other sources.

<u>Comparison of Operating Cost per \$1,000 Assessed Value</u>			
<u>Organization</u>	<u>Operating Cost</u>	<u>AV/\$1,000</u>	<u>Cost/AV/\$1,000</u>
Milwaukie	\$2,997,949	\$1,011,298	\$2.96
OLFD	\$2,943,651	\$1,208,635	\$2.44
CCFD 1	\$9,472,438	\$4,319,467	\$2.19

Table 17

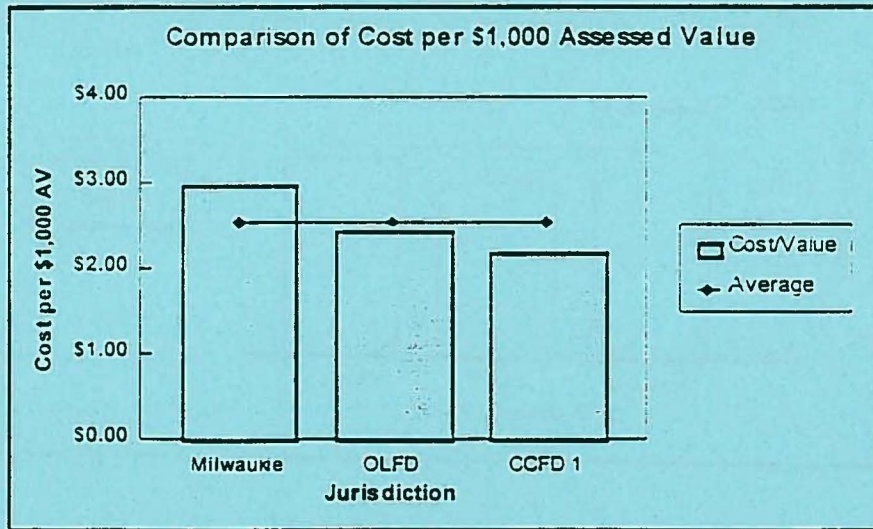


Table 18



Costs per capita. This calculation is used to benchmark the cost of providing fire protection services relative to the number of persons who reside within the jurisdictional boundaries. Population numbers tend to measure the number of resident population within a geographical area. The calculation tends not to consider that modern American society is extremely mobile. The true number of people within a geographical area will fluctuate widely, dependent on the percentage of residential units versus employment, the time of day, the day of week, and the transportation system. Even with this limitation, population numbers are frequently relied on by government as a measure of service.

<u>Comparison of Operating Cost per Capita</u>			
<u>Organization</u>	<u>Operating Cost</u>	<u>Population</u>	<u>Cost/Capita</u>
Milwaukie	\$2,997,949	20,015	\$149.79
OLFD	\$2,943,651	28,000	\$105.13
CCFD 1	\$9,472,438	80,000	\$118.41

Table 19

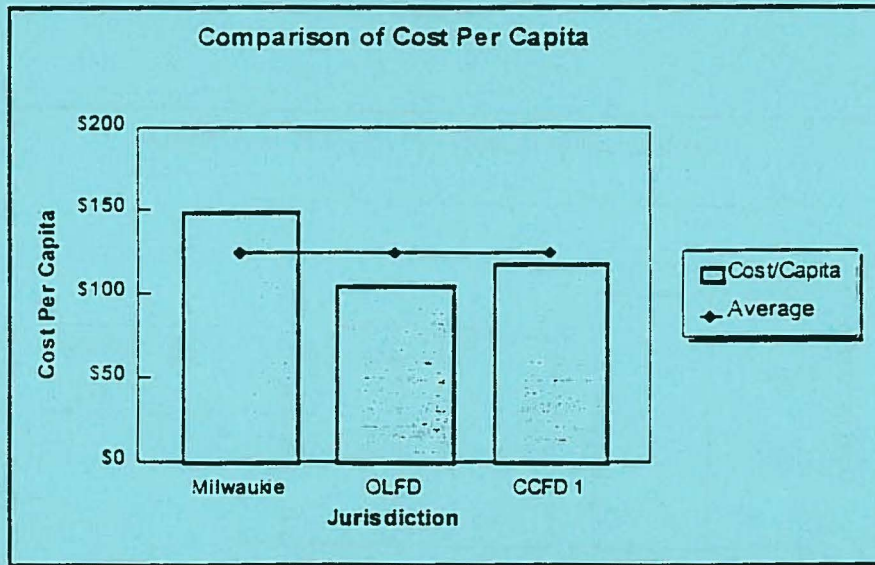


Table 20



Cost per square mile protected. This calculation helps in the analysis of the cost of fire protection compared to the area served. Strategically located fire stations are able to protect a given area corresponding to a specified maximum response time. A small agency may be protected effectively (i.e. short average response times) with one or two stations. however, larger organizations are frequently able to provide effective emergency response to a wider geographical area due to efficiencies of scale and the use of multiple strategic resources.

<u>Comparison of Operating Cost Per Square Mile</u>			
<u>Organization</u>	<u>Operating Cost</u>	<u>Area</u>	<u>Cost/Mile</u>
Milwaukie	\$2,997,949	4.8	\$624,573
OLFD	\$2,943,651	7.5	\$392,487
CCFD 1	\$9,472,438	135.0	\$70,166

Table 21

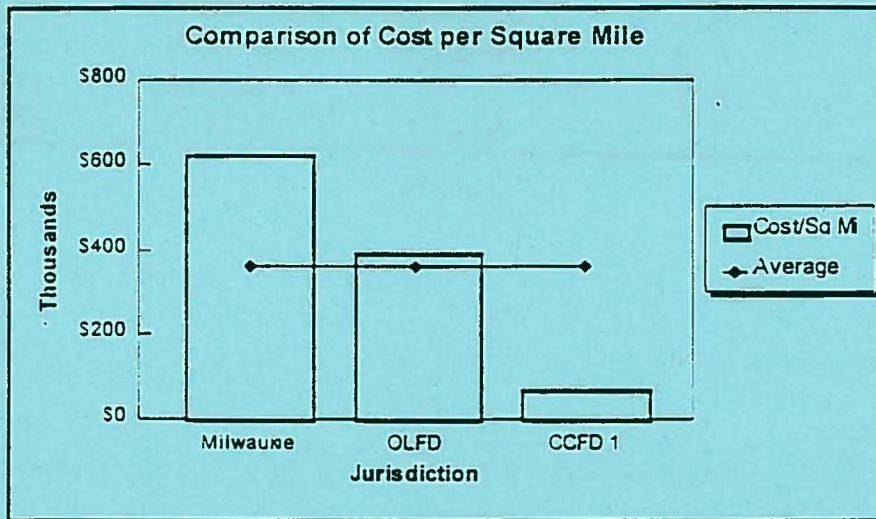


Table 22



Benchmark Summary

<u>Organization</u>	<u>FF/1,000 pop.</u>	<u>FF/\$1,000 AV</u>	<u>Calls/Pop.</u>	<u>Calls/FF</u>
Milwaukie FD	1.15	0.002274	84.94	73.91
Clack FD 1	.678	0.001572	76.79	107.50
Oak Lodge FD	.937	0.001736	70.00	74.67
Gresham	.709	0.002059	68.18	96.15
Portland	1.02	0.001799	104.49	107.28
TVF&R	0.668	0.001291	53.47	80.00
Average	.86	0.001788	77.80	89.92

Table 23

<u>Organization</u>	<u>Station/Sq Mi.</u>	<u>Cost/AV</u>	<u>Cost/Capita</u>	<u>Cost/Sq Mi</u>
Milwaukie FD	0.42	\$2.96	\$149.79	\$624.573
Oak Lodge FD	0.13	\$2.44	\$105.13	\$392,487
Clack FD 1	0.05	\$2.19	\$118.41	\$70,166
Gresham	0.10	unavailable	unavailable	unavailable
Portland	0.15	unavailable	unavailable	unavailable
TVF&R	0.09	\$1.52	unavailable	unavailable
Average	0.15	\$2.27	\$124.00	\$362,409

Table 24



SERVICE DELIVERY OPTIONS

The issues at hand regarding the long-term service delivery alternatives can be captured in four options:

1. Return to providing a full service department that includes the appropriate staff as outlined in a June 1996 memorandum from Eric Carlson, who conducted a study regarding the cost of fire and rescue services within the urban services boundary.
2. To continue with the existing contracts and move toward a full integration at some point over the next several years.
3. Contract with District No. 1, or an outside vendor to provide service. This contract could be multi year for a specified dollar amount, which would still allow the City the option of returning to a full service delivery program in the future if they so desire. Such contracts are normally much cheaper. The numbers reflected does not absorb the overhead of all existing personnel. With option three there are some political ramifications underlying this approach as well as a legal question as to having to transfer the existing employees. The savings may warrant the city to look at the long term, especially in light of Measure 50.
4. Complete a merger in a short time frame with District No. 1 and Oak Lodge.

The following is an overview and discussion of key options, cost and associated service levels.

Option 1: Return to stand-alone fire department.

This option would involve retaining all services of the fire department including recapturing the fire prevention activities, training, and fire chief services currently being contracted with the district. These costs are based upon the level of resources budgeted prior to the IGA's and would most likely need to be increased if service areas were expanded. ESCG estimates that fire marshal services would add approximately two full time positions and associated costs to the department equaling roughly \$190,000 per year. Adding an internal training component would add another \$50,000 to \$60,000, and hiring a full-time city fire chief would cost approximately \$105,000. These costs would be offset by the reduction in the current payments to Fire District No. 1 by the following: Fire Prevention \$150,000, Training \$25,000 and Fire Chief and Administrative Services \$30,000. Two fire personnel would be added at a cost of approximately \$140,000. Capital replacement would need to be increased by approximately \$150,000. These numbers are detailed in the table below.



Milwaukie Fire Department

Function	Additional Costs	Costs Avoided	Net Change
Fire Prevention	\$190,000	\$ 150,000	\$40,000
Training	\$50,000	\$ 25,000	\$25,000
Fire Chief / Admin	\$105,000	\$ 30,000	\$75,000
Personnel	\$140,000		\$140,000
Capital	\$150,00		\$150,000
Total	\$635,000	\$205,000	\$430,000

Table 25

As shown in the table, returning to a full-service stand alone agency will add approximately \$430,000 in costs to the City. Those costs will add approximately 42 to 45 cents to the tax rate based on next year's expected \$1,011 billion assessed value. The tax rate for the fire department considering this option is expected to be approximately \$3.39 based on the Legislative Revenue Office's estimated AV.

Option 1 Estimated Operating Tax Rate Based on LRO AV Calc.			
	Assessed Value	Op. Exp. 1997-98	Tax Rate (est.)
Milwaukie	1,011,297,953	3,001,504	2.9680
Option 1	1,011,297,953	3,431,504	3.3932
Change	-	430,000	0.4252

Table 26

Option 2: Status Quo: Continue with existing contracts and maintain separate entities.

This option would maintain the same services at the same costs that are in place today. Fire Prevention, Training, and Administrative services would remain under contract with Fire District No. 1. In addition, the city will maintain all of its overhead costs for providing contract administration and council oversight. Those administrative costs are calculated to be \$337,069 by the city Finance Director. Operating tax rate would remain at approximately \$2.96 per thousand. Firefighters under this scenario will remain employees of the city. Operating and financial benchmarks would not change from current standards.



Option 3: Contract for all services from Fire District No. 1

This option provides for all fire services to be provided by District No. 1 at a negotiated contract rate. The contract amount would be determined based on the District's operating rate of \$2.19 per thousand and the city's operating rate of \$2.97. Under this scenario, all firefighting and other personnel necessary to perform the contracted services would become district employees. Associated equipment and apparatus would be transferred, leased, or loaned to the District. The number of firefighting personnel ultimately may be more or less than currently employed by the city depending on the City's service demands.

If this option were selected, the City will be relieved of all operating costs, but will maintain a portion of its administrative overhead for services required to administer the contract, process the payments, and ensure compliance with the contract. Those overhead charges include such costs as financial management services, city attorney's services, and other overhead items. Conversely, the city would receive lease payments for the use of its fire station(s). Those lease payments should be negotiated with the district to include utilities and depreciation costs which will result in an amount substantially equal to the determinations made by the cost allocation study completed in July, 1994. Currently, the city finance director expects that the lease payments should equal between \$125,000 and \$150,000 per year.

If only one fire station is used in providing services, the city may see a commensurate reduction of personnel. As such the city may wish to agree with the district to maintain additional personnel at additional cost. This policy discussion should take place irrespective of the option chosen.

To demonstrate the potential cost savings, ESCG determined that the average cost of one firefighter represents a cost to the city of approximately 7.9 cents per thousand as shown below.

Cost per firefighter:

Number of firefighters	23
Personal services cost (operations)	1,852,528
Average Cost per FF	80,545
Assessed Value	1,011,297,953
AVG. Cost per FF per 1,000 AV	0.079

Therefore, if the city closed a fire station and reduced its staffing on its own, it would enjoy costs savings based on the number of firefighters that remained. The table that follows shows the cost savings based on varying levels of firefighters. The assumption used was calculated based on a minimum three -person staffing level at the public safety building and a contingent of three "floaters" to fill in for vacation and relief. The actual staffing may be higher or lower based on city need and negotiation with the District.



Table 27 below illustrates the estimated cost savings at varying staff levels:

Cost Savings at Varying Staff Reductions			
Number of Firefighters	Savings	Rate Reduction	Total Rate
23	\$ -	\$-	2.96
20	\$157,519.64	\$ (0.16)	2.80
18	\$315,039.27	\$ (0.31)	2.65
16	\$472,558.91	\$ (0.47)	2.49
15	\$551,318.73	\$ (0.55)	2.41
12	\$792,953.73	\$ (0.76)	2.20

Table 27

Using the same assessed value considerations, the value of the leasing Station 55 would return approximately \$127,000 to the city thereby reducing the effective tax rate by 12.6. Again, administrative overhead cost will still be incurred for administering the agreement, and the city's tax rate would not change. Considering that the city will need approximately 15 (or more) personnel to perform services under this scenario, the city could cost-effectively negotiate a contractual rate at any amount less than \$2.96 per thousand currently expended.

Politically, this option may also serve to reduce a barrier to annexation that currently exists in the Town Center area. Because of the fire district's station locations it could in the future create public sentiment against annexation as long as that annexation would reduce operating revenues. With a contractual agreement between the city and district, the district may object to annexation plans as long as the city had the opportunity to withdraw from the contract at some time in the future. However, a contract may include language that would reduce the district's objections and reduce at least one of the city's barriers to annexation to the east.

Option 4: Merge City Fire Department into Fire District No. 1

This option would provide for the city to merge its fire department into the district. City residents would pay the district's tax rate as a separate component of their property tax bill, and the city could lower its tax rate by an amount equal to the fire district's tax rate.

Under this scenario, administrative overhead costs are eliminated and the district would continue to lease the PSB fire station. Additional revenue would result from joint dispatch services and other currently required costs. Currently, fire dispatch is calculated to cost the city about \$39.90 per fire response. Annexation to the district, for operational purposes, would require dispatch integration. Those dispatch costs will add an approximately \$210,000 to the city based on the current payments that the district makes to C-Com (Clackamas County Communications Department) for dispatch services.



Milwaukie Fire Department

As a side benefit to the City of Milwaukie, virtually all annexation issues relating to fire service are eliminated under this scenario. The fire district would become an active service partner of the city that would very likely support annexations on the city's eastern boundaries.

This is the most cost effective option for the city, presuming that the city lowers its tax rate by an amount equal to that of the district. City fire protection costs are higher than the district's costs; therefore the difference between those expenses is to the benefit of city taxpayers.

	Description	Estimate Cost per 1,000 of AV	Estimate Cost per Capita	Associated Service Level	
				Stations	FF's
Option 1	Return to full service stand-alone department	3.39	171.18	2	23
Option 2	Utilize existing contracts and keep separate entities	2.96	149.79	10	120
Option 3	Contract for all services from District No. 1**	2.19	127.00	9	170
Option 4	Merge into the District	2.04	118.00	9	170

Table 28

* Includes volunteers

** Figures outlined would provide for a three-person crew at station 55 and all other related services including fire prevention, maintenance, operational management etc.





August 29, 1997

To: Mayor Craig Lomnicki
Through City Manager Dan Bartlett

From: Fire Chief Randy Bruegman ^{RB}

Subject: Prioritization of Recommendations by Emergency Services Consulting Group

Council requested that I compile and prioritize the recommendations found throughout the E.S.C.G. report regarding long term fire service delivery options. I have attached a summary of those recommendations, divided into four categories:

1. Complete or On-Going Projects
2. Short Term (3 - 6 months)
3. Medium Term (6 - 12 months)
4. Long Term (12 - 36 months)

Many of the items listed are currently being worked on in some way through the operational integration. During the meeting on September 2nd, we can begin to identify action plans to accomplish those items that council wishes to pursue.

**City of Milwaukie Fire Department
Recommendations by E.S.C.G.
August, 1997**

Complete / On-Going:

- Clearly define the authority and responsibility of the Fire Chief and establish the parameters of the relationship between the City Manager, District Board and the Chief.
- Ensure that the Fire Chief's responsibilities include administering the adopted fire department budget.
- Ensure that the agreement for administrative services between the City and District spells out the relationship between the Chief and City Manager.
- The City and the Chief must continue to emphasize to the department's employees that the City Manager is the appointing power and the Chief is responsible for discipline within the department.
- Develop a standard set of Operating Guidelines for Emergency Response in conjunction with the District.
- Continue station visits by the District's duty officer to ensure that personnel are kept informed during the transition period.
- The Chief should continue to meet regularly with all members of the department for the purpose of improved communications (i.e. answer questions, listen to concerns, disseminate information, gather information.)
- Make Station Captains and Lieutenants responsible for station security systems at each station before retiring at night. Lock offices after business hours to discourage entry and theft by outsiders while station crews are out or preoccupied.
- Implement joint purchasing guidelines for all three organizations.
- Centralize purchasing for all department functions.
- The administrative assignments should continue to be evaluated and re-assigned as part of the administrative agreement with the District. The three organizations will need to ensure that various assignments aren't duplicated or left unassigned.

- Minimum staffing standards should be reviewed to ensure that there are adequate personnel on-duty and responding to emergencies to meet the intent of NFPA 1500, particularly if one company is already out on another call.
 - The on-duty staffing at either station should not go below a minimum of three (3) personnel.
 - Update the emergency operations manual to include guidelines on accountability and the use of the incident command system. This manual should be utilized by all three departments.
 - Assess the use of the Tac-Tron system to make sure it is doing what it is intended to do.
 - Continue to develop and implement department standard operating guidelines for in-service training.
 - Continue scheduling and conducting as many live burn sessions as possible.
 - Ensure that suppression personnel are actively involved in fire inspections. This will give them the opportunity to make sure that pre-fire plans are up-to-date and accurate.
 - Ensure that all investigators maintain their certification.
 - Arrange for pre-determined experts to be available if needed on the scene of an investigation.
 - Provide fire cause determination education to all members of the department.
 - Expand public education opportunities. Develop and implement a door-to-door smoke detector program with free battery replacement.
 - Provide a public safety message as part of any press release that goes out to the public.
-

Short Term: 3 - 6 Months

- Continue to use an internal employee process within the Milwaukie Fire Department to work with the Chief in developing the 1998/99 fire department budget.
- The department's operating philosophy and basic rules should be reviewed to ensure they are consistent with that of the District's.
- Develop a multi-agency system necessary to linking the districts and the fire department in critical areas addressed within the intergovernmental agreements.
- Continue the structured planning process, ultimately developing a Customer Centered Strategic Plan.
- Assure that the department planning process involves all customer groups (internal and external.)
- Support and become a part of the Fire Service Self Assessment Accreditation Process currently being undertaken by the districts.
- The term "procedure" should not be referenced in any manual. The term "guideline" should be utilized.
- Convert the SOP manual to a "guidelines" manual and divide it into two sections: operational guidelines and administrative guidelines. The current manual is incomplete. Many guidelines listed do not appear in the manual.
- Develop and adopt a multi-agency policy manual.
- Develop and adopt necessary policies and standard operating guidelines to provide direction and clarification relative to procedures and practices.
- Review the City Charter and the City's policy manual prior to adopting the multi-department policy manual, making sure they comply with and support each other. The end result should be one set of Personnel/Administrative Policies for all three fire departments.
- Solidify the Battalion Chief's role in administering department policy.
- Begin to transfer certain human resource functions (e.g. labor disputes, promotions, hiring, discharge, and labor negotiations) for department employees to the district.
- Develop and list critical issues in the strategic business plan.

- Hold regular interagency fire department officer meetings to improve communications, program development, progress reporting and periodic reality checks. Minutes should promptly accompany the meetings to allow for follow-up by meeting participants.
- The department should implement a community survey or a customer satisfaction card system to systematically receive feedback from the community. This information can be used to provide focus to the fire department community services programs and provide a feedback system relative to community expectations.
- The District should see that morning briefings are conducted and a chief officer representative from the District attend them on a periodic basis to ensure continuity and quality.
- Identify sensitive files and secure them. Implement a sign-out system for the removal of sensitive files.
- Secure computers with passwords. Perform regular back-ups and store magnetic media in a separate secured location.
- Develop a process whereby regular staff reports are given to the Fire Chief.
- Develop a standard written activity report that the Fire Chief can present to the City Manager.
- Evaluate financial controls for all three organizations.
- Decide the future of the City Hall Station. (See our recommendation relative to stations in the facility section.)
- Develop an intergovernmental agreement which fully integrates operations between the three departments effective 10/1/97.
- Continue work towards a short term strategy and plan regarding intergovernmental cooperation.
- Carefully consider the department's current and future service needs and requirements and set a course that will result in a long term solution.
- Develop a plan to integrate the agencies into a single dispatch center.

- Provide training and information to the chief officers of the department describing the philosophy and strategies involved in administering and negotiating labor contracts.
- The City and Fire District's should standardize disciplinary procedures.
- Recruit and test in conjunction with neighboring departments.
- Review and update job descriptions periodically. The three jurisdictions should standardize all classifications and job descriptions by 12-97.
- Standardize performance evaluations between all three agencies.
- Adopt and implement the physical performance standards for firefighting personnel utilized by District #1.
- Provide annual medical exams which are compliant with current NFPA standards.
- Provide a representative on the City's safety committee from each fire station.
- Present a written annual safety report to the Fire Chief at the end of each year.
- Personnel staffing the City Hall station should be utilized as floaters (utilized to fill in for absences due to vacations, sickness, or injury) or assigned to support functions if the recommendation to close the City Hall station is accepted. If it is unnecessary on any given day to utilize personnel for "fill in" purposes, they could be used to strengthen the staffing on specific units based on call volume or risk. (See facility section for our recommendation on station closure.)
- Integrate personnel to ensure a paramedic is assigned every day to each staffed unit.
- Review and up-date the local disaster plan.
- Close the City Hall Station once an operational agreement can be signed with Clackamas County Fire District No. 1 and Oak Lodge Fire District No. 51.
- Response standards should be maintained to ensure that sufficient resources are dispatched to all calls. Maximize the use of available resources in the region without concern for jurisdictional boundaries.
- Work closely with the District to coordinate any anticipated capital replacement or capital improvement items in order to avoid duplication.

- Provide training to all supervisory personnel to ensure that they understand the "motor pool concept."
- Integrate and consolidate policies for all three organizations.
- Post the vehicle height and weight on the dashboard of all apparatus, excluding small vehicles. The height is measured at its highest point while the vehicle is empty.
- Continue with the current apparatus check program. Enhance the program with formal monthly and yearly programmed maintenance schedules.
- Evaluate the air braking systems on all heavy apparatus. Although DOT Regulations don't usually effect units manufactured prior to July 25, 1980, it is prudent for safety considerations to consider these standards.
- Ensure the documentation of all apparatus repairs and of all annual pump and fire hose testing as per NFPA standards.
- Continue to work with the elected officials to define and implement a funded apparatus replacement fund within the budget.
- All apparatus should be monitored for noise production. Work toward an abatement of noise above the 90 dB (use dB test -A- scale, slow response) and/or provide approved hearing protection for all firefighters.
- Evaluate the feasibility of combining the District's maintenance program with the City shops.
- Analyze the time required to complete the dispatch function and include consideration in the department planning efforts.
- Provide for the upgrading of dispatch equipment to include computer aided dispatch, mobile data terminals in emergency vehicles or look towards a contract with the count agency.
- Analyze alarm frequency related to time of year/day of week and include consideration in the department's planning efforts.
- Close Station #54.
- Establish a working agreement with the railroad dispatch center to ensure that the tracks can be cleared in case of emergency response by the fire department.

- Revisit the use of the department's fireground accountability system to assure that all department personnel on the scene of an emergency are functioning according to policy.
 - Establish a yearly physical agility and fitness process for all personnel, consistent with NFPA 1582 standards and the program in place at Fire District #1.
 - Implement physical standards for personnel. Physical fitness will help reduce on-the-job injuries and other risks that affect insurance liability rates of the department.
 - Establish a pre-fire training element within the current training program.
 - Establish a formal employee development program to address each individual's specific needs and goals.
 - Commit to meeting the goals set for frequency of inspections in commercial occupancies.
 - Develop a customer feedback system. Consider "how are we doing" mailings to City businesses. Analyze and develop programs from information received from patrons.
 - Quick reference guides for inspectors should be incorporated into the system.
 - General organizational improvements. Recommend that the department implement the recommendations as outlined in the evaluation.
 - Functional consolidation. The City should prioritize and seek to implement the areas of functional consolidation identified in this report. A number of task forces (short term committees charged with specific objectives) should be established to develop detailed operating and budgetary plans for the unification of the agencies. Dispatching of emergency vehicles is one area that should be looked at.
 - Operational consolidation of the City of Milwaukie, Clackamas County Fire District No. 1 and Oak Lodge Fire District No. 51. This agreement should be negotiated and signed by October 1, 1997. Discussion: As mentioned throughout the document, it is very difficult to manage the department on a day-to-day basis and get the results desired without consolidating personnel. The operational consolidation of personnel will unify the work group, assist in accomplishing standardization and ultimately ensure high performance on the emergency scene. The only way to get the members of the three departments thinking and functioning as a single unit is to "mix the people up."
-

Medium Term: 6 - 12 Months

- Review and update job descriptions and develop one set to ensure consistency between departments.
- Program goals should be reviewed and modified as needed.
- Ensure the periodic review and update of all personnel policies, rules, and regulations.
- Develop an employee handbook for distribution to all members.
- Develop and distribute an annual report.
- Ensure that all labor contracts are integrated and expire on the same date.
- Provide safety training for all employees.
- Develop and implement a risk identification plan within the fire department.
- If Station #54 is not closed, the City must establish a capital plan to fund a major remodel of the existing City Hall facility.
- Integrate the fire department's capital plan with the District's to avoid duplicate expenditures.
- Link the department's long term plan for its capital equipment and facilities needs to a funding strategy that reduces duplication within the region.
- Continue to draw from outside sources to accommodate specialized training needs.
- Examine future needs and develop strategies to address changing needs within the community and City personnel in relationship to time commitment and priority.
- Develop personnel performance evaluations to be conducted on an annual basis. This will provide excellent feedback on areas that need to be reinforced, as well as identify skills department members can do well. Future training emphasis can then be placed in areas that need attention.
- Expand company and multi-company drills. Expand to include night drills and multi-agency drills with neighboring fire agencies. Departments that train together, work more effectively together in emergency operations.

- Provide quarterly performance evaluations on individual and company evolution's.
 - Periodically survey the membership to ensure that specialized training is provided for each job classification as needed.
 - Include training program accomplishments, changes and future needs in the department's annual report. This will provide critical information as well as keeping policy makers informed about a vital department program.
 - Implement an area wide network to include all stations and a web page on the internet.
 - Implement a self inspection program on selected occupancies within the City to allow for more focused enforcement in special hazardous areas and new construction.
 - Establish a plan for compliance of SARA Title III.
 - Implement medical information and safety programs to include elderly care in emergencies, blood pressure clinic, fall and other home hazards information, medication safety, CPR classes for the public.
 - Research the need for additional languages used in prevention information and literature. Local school administration is an excellent resource in this area.
 - Negotiate and sign a contract for fire protection with Clackamas County Fire District No. 1. The City should enter into negotiations with the Fire District to develop and implement a contract for fire protection. Whereby the District would be contractually responsible to provide fire and EMS services to the City. Specific performance criteria should be outlined in the contract ensuring that desired services and service levels are maintained. The target date should be January 1, 1998. Discussion: The signing of the contract will allow the City to close their City Hall station. This could reduce the current operating expenses by over \$800,000 plus future cost avoidance in the areas of capital replacement, personnel, materials and services and overtime. The actual amount of savings would be dependent on the terms and conditions outlined in the contract. The contract will provide the City with the ability to continue to "control" the level and types of services provided, while at the same time benefit from the savings resulting from the "pooling" of resources. Benefits will include, but not be limited to, increased depth of service, the potential to improve the ISO grading and reduce insurance cost to the tax payers as well as increased emergency scene efficiency and effectiveness.
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Long Term: 12 - 36 Months:

- Department assignments should be reviewed and modified as needed.
- Continue to document and maintain a written history of the formation, challenges, and accomplishments of the department. A pictorial record should be kept as part of the history.
- The City should conduct a detailed follow-up and assessment of the ISO Survey and Rating Bureau grading to determine the improvements realized by the department and the impact of future regionalization efforts. Ultimately an improvement plan should be developed and implemented. The goal would be to acquire a class 2 rating and enhance the departments agility to prevent loss and save lives.
- Address regional planning issues on an on-going basis.
- Review the strategic plan annually and up-date and modify is as necessary.
- When writing specifications for apparatus, strive to keep axle loading "street legal" per state statute.
- When replacing warning lighting or when specifying apparatus, consider the utilization of low amperage lighting (such as halogen.)
- New or refurbished apparatus should have audible warning devices mounted low and forward of cab.
- New purchase of fire hose should specify fire hose that is maintenance free. Such hose increases water flow, reduces cleaning and drying time, eliminates the need for drying equipment or hose towers, saves storage space, and reduces equipment weight on the apparatus.
- Continue to develop training props for various specialties.
- Develop a marketing strategy to continue to pursue additional customer bases and revenue sources.
- Develop a cost of service study to provide information on current costs of providing prevention/inspection services to the department.

- Consider publishing an annual report of the department to all community patrons. This is an excellent way to educate patrons about activities and services of the department. This could also be handled as part of the City's annual report or monthly newsletter.
- Consider implementation of a citizen volunteer "fire and life safety committee" to assist the department in implementation and delivery of public education within the community. The costs associated with this group would be minimal, but provide an excellent resource for the department after they are trained in prevention education and activities.
- Negotiate the merger of the City of Milwaukie into Clackamas County Fire District No. 1 through a formal annexation. In the event that the contract for fire protection proves to be a success the City may want to annex into the Fire District. This would be a natural chain of events if the contract(s) prove to meet the financial and service needs of the City over a period of time.

INTERGOVERNMENTAL AGREEMENT FOR FIRE AND EMERGENCY SERVICES

This agreement is made and entered into by and among the City of Beaverton, an Oregon municipal corporation (hereafter "City") acting under authority of the Beaverton City Charter, and Tualatin Valley Fire and Rescue, a Rural Fire Protection District (hereafter "District").

WHEREAS, the parties desire to use their combined resources to provide fire suppression, fire prevention and emergency medical services to City and District residents which are of high quality and which are, to the extent possible given available resources, evenly delivered throughout their respective jurisdictions, and;

WHEREAS, the parties desire to provide those services at a reasonable cost by eliminating duplication where feasible and making the most efficient use of their combined resources and;

WHEREAS, the parties desire to cooperate and to coordinate programs and to provide the service levels established by the governing body of each party;

NOW, THEREFORE, under authority of Chapter 190, Oregon Revised Statutes, it is agreed between the parties:

I. Intergovernmental Communication

The governing bodies of the parties shall meet together at least twice per year, plus up to two additional meetings per year at the discretion of the presiding officer of either body. The purpose of the meetings shall be to discuss issues which are of interest or concern to either party. Emergency meetings may be called upon agreement of both presiding officers as necessary. All meetings held under this paragraph shall be deemed "public meetings" under Oregon law.

In addition, the Mayor, the City Fire Chief and the District Fire Chief shall meet together at least monthly. The District Board President or appointee may attend at his/her discretion.

II. Administration

The City and District Fire Chiefs shall concur on areas of each party's separate responsibilities, establish an organizational chart and develop management and fiscal plans necessary to implement the provisions of this agreement, which shall be known as "joint decision making". The routine day-to-day management and operation of the combined fire departments shall be conducted under a single command structure. Both

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parties shall participate in and approve the design of the single command structure and changes to that structure during the life of this agreement. The single command structure shall describe the authority and responsibility of the various positions in it for the day-to-day operations of the combined fire departments. Day-to-day supervision shall be performed by fire management personnel regardless of employer.

Joint decision making shall be utilized for planning, policy making, changes in the delivery system, capital purchases, purchases not already approved in budgets, and new programs and services. The parties shall use every effort to design and implement management and operations systems which are functional and practical, while at the same time providing for involvement by each party on issues affecting each party.

Joint decision making shall apply to provision of services within the City, to purchases from the City's Fire Department budget, and to the use of City personnel and resources outside the City. The District shall not be obligated to joint decision making for services it provides outside of the City's legal boundaries unless such services have an effect on service levels within the City or expenditures by the City. Any changes affecting provision of service or allocation of personnel shall require prior concurrence of the City and District Fire Chiefs.

Examples of decisions which require concurrence are: assignment of City personnel to particular stations or specialty teams; assignment of District personnel to particular stations or specialty teams, to the extent such assignment affects the assignment of City personnel; decisions to offer or require training that affects City personnel; purchase of special or unusual supplies or equipment; formal disciplinary action (written reprimand, suspension, demotion, dismissal) by a supervisor of one party applied to an employee of the other party; budgetary items affecting the City; new programs or services affecting residents of the City; and, revising old or developing new administrative policies or procedures.

Examples of decisions which do not require concurrence are: daily assignment of duties by supervisors; regular training; call back or station assignment consistent with approved policy or procedures; and, evaluation of personnel by supervisors consistent with policy (although the signature of the employee's Fire Chief is required for processing).

The City and District Fire Chiefs, after consultation with the Director of Operations, shall concur on station response areas using the closest force concept. Under this concept, the closest available apparatus responds to a request for assistance regardless of whether the location of the fire or medical emergency is within the jurisdiction which operates the apparatus.

(3)

The parties shall continue to develop and promote common policies, procedures, rules and regulations necessary to implement the provisions of this agreement.

The District Fire Chief shall be directed in his efforts by the District Board, and the City Fire Chief shall be directed in his efforts by the Mayor. The District Fire Chief shall manage the routine day-to-day operation of all fire suppression, fire prevention and emergency medical services that are combined pursuant to this agreement. The City Fire Chief shall be the assistant administrator of the combined fire departments, and will be in command in the absence of the District Fire Chief. This shall be reflected in the organization chart of the combined departments. The City Fire Chief shall report to and be directed by the District Fire Chief on all routine day-to-day operational matters. The City Fire Chief is recognized as a city department head and shall report to the Mayor on all other matters, including the administration of the City Fire Department. Except in case of an emergency requiring his presence elsewhere, the City's Fire Chief shall be relieved immediately from any other business in response to the Mayor's request for his presence.

During routine, predetermined absences of the District Fire Chief, the City Fire Chief, shall report to the Board of Directors of the District as well as to the Mayor.

In the event of unanticipated long-term or permanent absence of the District Fire Chief, the District's Board of Directors may appoint a successor or temporary District Fire Chief. If both the City and District Fire Chiefs are absent, the District Board of Directors shall appoint a temporary District Fire Chief.

The parties shall concurrently engage in long-range planning to arrive at options for the efficient provision of fire and emergency medical services when the District and the City are built out. The parties shall begin this planning as soon as practical after this agreement is approved by their governing bodies.

The principal office of the parties' combined administrative functions shall be District's headquarters.

III. Personnel

The City and District shall provide personnel necessary to carry out all functions which are combined pursuant to this agreement.

The City shall provide a City Fire Chief and any clerical support assigned to that position, and the District shall provide a District Fire Chief and any clerical support assigned to that position.

(4)

The City shall provide a minimum of 17 FTE administrative/support personnel and the District shall provide a minimum of 53 FTE administrative/support personnel, all to be assigned with the concurrence of the City and District Fire Chiefs.

Prior to January 1, 1992, the City employed an operations officer who served as administrative chief of the combined organizations. That position is currently vacant. If the City and District Fire Chiefs concur that there is a need to provide additional administrative capabilities to the combined organizations, the City shall hire a person to fill the vacancy and shall pay the wages, benefits, and other costs associated with the position.

The parties recognize that the individuals who fill the administrative/support positions will change from time to time, but they anticipate that the qualifications of future employees will be comparable to the qualifications of the employees who fill these positions at the time this agreement is executed (See attachment "A"). Any modifications to the numbers or positions set forth in attachment "A" requires the concurrence of both the City and District Fire Chiefs.

The cost of all furnishings and amenities for personnel to be paid by the employing party shall be approved in advance pursuant to the purchasing policies of that party.

Each party shall provide a sufficient number of firefighters, firefighter paramedics and fire officers to staff all apparatus which are regularly posted within their respective jurisdiction.

Each party shall remain responsible for the wages and benefits now provided to any of its employees who are assigned work under this agreement, notwithstanding that those employees or any of them may be subject from time to time to immediate supervision and control of the other party.

All costs associated with replacement of said personnel during absences, which include but are not limited to vacation, illness and injury, shall be borne by the replacement employee's employer.

IV. Emergency Management Planning

The City shall employ a full time emergency manager responsible for the development, implementation and management of emergency management programs for the City and the District. The emergency manager shall develop programs, plans and procedures to facilitate an effectively managed and coordinated response to major emergencies and disasters. The duties of the emergency manager shall be outlined in the City's job description, which shall be approved by the District. The emergency manager's position in the combined organizational structure shall be determined concurrently by the City and

(5)

District Fire Chiefs.

The City and the District shall aggressively pursue appropriate state and federal funds which are available to fund local emergency management programs and apply all such funds to the emergency management programs of the City and the District.

The parties shall share the costs of the emergency management program which are not paid by the federal or state governments. Of those costs not paid by the state or federal governments, the City shall pay one-third and the District shall pay two-thirds. If no such state or federal funding is available, or the City is unsuccessful in acquiring such funds, the cost of the emergency management program will be borne one-half by the City and one-half by the District.

V. Facilities

Each party shall be responsible for the routine day-to-day upkeep and maintenance of its facilities that are used by the parties to provide fire suppression, fire prevention and emergency medical services and for repair and necessary improvements to those facilities and, for all utility charges at its facilities, including long distance telephone.

The City and District shall provide sufficient facilities for all administrative, training and support services functions combined under this agreement. The City shall provide space to adequately accommodate the needs of the joint Fire Marshall's office and the emergency management program and has made available approximately 6,300 square feet of space in City Hall for this purpose. The District shall provide space to adequately accommodate all other functions combined under this agreement. If the City and District Fire Chiefs concur that a need exists for additional space in order to effectively implement the provisions of this agreement they shall present a report to the Mayor and the District Board.

VI. Equipment and Apparatus

Each party shall provide sufficient equipment and apparatus for its fire stations and personnel to provide the current level of service approved by its governing body. Such equipment shall include vehicles and associated expenses necessary to meet the transportation needs of each party's employees.

If either party purchases personal property which will be of potential benefit to the other party, and if there is an additional or incremental cost to provide that benefit, the party making or desiring to make the purchase shall reach agreement with the other party about sharing the costs of the property before sending the other party an invoice for its share of the cost. The parties anticipate that this paragraph will be applied to the purchase of

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single items of property, including but not limited to computer hardware and software, which may benefit each party simply by being in operation, and that cost sharing for such property will be based on a ratio of stations, employees, population, or responses within each jurisdiction, as may be appropriate in each case.

If there is useful life remaining in the property at the end of this agreement, including any renewals, the parties shall determine which one is to receive the property, and the recipient shall pay the other party's share of the then current value of the property using the same proportion as was used in the purchase of the property.

VII. Apparatus Maintenance

The District shall incorporate all City fire apparatus into its program of scheduled vehicle maintenance, and shall repair that apparatus as requested or as necessary. The City shall reimburse the District at the same hourly rate as is paid by other customers of the District's apparatus maintenance division, plus parts.

VIII. Geographic Information Services

The District shall give the City an opportunity to bid on all work done for the District which could utilize a geographic information system.

VIX. Regional Training Center

The City shall be allowed to use the Regional Training Center (RTC) facilities for training of City personnel from any City department other than the City Fire Department which may appropriately be conducted there, up to a maximum of forty eight days over the term of this agreement, based on availability at the time of the request, providing that such use is scheduled at least 30 days in advance with the RTC staff. The City's use of the RTC as described above, which is limited to the RTC premises located in Sherwood, Oregon, shall be at no cost to the City for the term of this agreement.

The District shall make available to City fire personnel all programs which are developed and administered at the RTC by RTC staff or by third parties working under contract to the RTC on the same terms as those programs are made available to District employees. Any costs for such programs, other than the on-going development and operational costs of the RTC, will be borne by the parties in proportion to the number of employees participating in any given program.

In exchange for consideration as described above, City waives any and all rights, known or unknown, to RTC ownership or to revenues associated with enterprise activities

(7)

conducted at or through the RTC, except that City shall enjoy cost savings associated with enterprise activity to the extent that City fire personnel participate in such programs.

X. Ambulance Transport

In the event the City chooses to participate with the District to provide emergency ambulance service to one or more of the County's Ambulance Service Areas (ASAs), the parties shall agree on the distribution of expenses associated with that activity prior to submitting a proposal to the county. Net revenues shall be distributed in the same proportion as expenses. Reasonable costs associated with the development of the proposal shall be included in any formula for distribution of expenses.

In the event City participates with District to provide emergency ambulance service, it is understood that all representations regarding such cooperation made in a response to County's RFP shall be binding upon both parties for the life of County's franchise award regardless of the term of this agreement.

In the event City chooses not to participate with District to provide emergency ambulance service as described above, City shall not oppose District's efforts to become Washington County's exclusive provider of emergency ambulance service which will include the District's provision of such service within the city limits of Beaverton.

XI. Physician Supervisor

The parties shall cooperate to contract with a single Physician Supervisor to perform those duties which state law requires of jurisdictions which employ emergency medical technicians.

Each party's share of physician supervisor costs shall reflect the ratio of City to District emergency medical services personnel who function under the auspices of the Physician Supervisor during the invoice period in question.

XII. Human Resource Management

The parties agree that human resource management functions will be administered in as consistent a manner as possible.

At a minimum, the parties agree to adopt a single performance appraisal system and, to the extent legally possible given the restrictions imposed by the parties' different personnel systems, to work toward a single promotional list. Development of a single promotional list shall include provisions to reimburse a party for increased personnel

costs which occur as a result of using a single list.

Labor negotiations shall be conducted jointly. Representatives of the City and of the District shall coordinate their respective negotiating positions and parameters as directed by the City and by the District governing bodies. The governing bodies of the parties shall then meet in a joint executive session to set parameters prior to the beginning of negotiations. Representatives of the District and the City shall each be responsible for keeping their respective governing bodies advised during the course of bargaining. A proposed contract or tentative agreement on any new contract shall be presented to the City and to the District governing bodies in a joint executive session, provided that the governing bodies shall separately act on the ratification of any tentative agreement. In the event neither the City nor the District ratify a tentative agreement, the parties agree to establish a joint position for arbitration. If either party ratifies a tentative agreement and the other party does not do so, the non-ratifying party shall be solely responsible for arbitration of any unresolved issues. Failure of the parties to agree on a joint labor agreement shall constitute cause which may be exercised by either party to terminate this intergovernmental agreement pursuant to the provision in section XX concerning termination.

XIII. Purchasing

In accordance with the policies and procedures of each party, the City and District Fire Chiefs shall develop and implement a system to handle the routine purchasing and supply delivery functions which are required under the auspices of this agreement.

XIV. Compensation

The base annual payment from the City to the District shall be \$575,000, payable in installments as follows:

<u>Payment period</u>	<u>Due Date</u>	<u>Amount</u>
July 1 - December 31	January 10	\$287,500.00
January 1 - March 31	April 10	\$143,750.00
April 1 - June 30	July 10	<u>\$143,750.00</u>
Total		\$575,000.00

The annual payment shall be increased each year by 6% above the prior year's payment, payable on the same schedule set forth above.

All payments, including those for separate services identified in this agreement, received

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after the due date will be subject to an interest charge not to exceed the effective interest rate earned by the Oregon Local Government Investment Pool during the period that the payment is unpaid plus one percent.

When the City Council awards a contract to construct or acquire an additional City fire station, the City shall be entitled to hire sufficient additional firefighters or firefighter paramedics to staff that station as retirements occur among District station personnel. The annual adjusted payment as set forth above shall be reduced by the cost to the City of the wages and benefits of the additional City personnel; this reduction shall be effective on the retirement date of the District personnel. This reduction shall be made at the time of each payment from the City to the District, and shall reflect the City's actual costs incurred from and after the retirement date during the period for which payment is made.

XV. Annexations

The City may assume responsibility for staffing and operating a district fire station when the property on which that station is located is annexed into the City, and any two of the following three conditions occur, at the City's option:

51% of the assessed value within the station's first response area is within the boundaries of the City after the annexation.

51% of the area within the station's first response area is within the boundaries of the City after the annexation.

51% of the incidents occurring within the first response area of that station are within the boundaries of the City as they exist after the annexation. The response records for the preceding quarter shall be used to calculate this percentage.

At such time as responsibilities are transferred, the assets associated with that response area shall be transferred. The assets shall include the fire station and the apparatus, equipment and basic supplies normally assigned to that station. Payment to the District pursuant to this section shall be determined using procedures which are identical to those set forth in ORS 222.530(1), (3) and (4) (1991 edition).

After the transfer of assets, the parties shall continue to provide closest force response.

(10)

The District shall not oppose any petition or election proceeding regarding annexations to the City that may occur during the term of this agreement. The District may provide information upon request. The City and the District will provide each other with written drafts of materials that pertain to fire service in any area considered for annexation, with adequate time to respond to the other party's concerns prior to printing for general public distribution. Concerns of a party shall be conveyed promptly so that the materials may be distributed in a timely manner.

XVI. Liability Insurance

Each party shall maintain liability insurance or sufficient self insurance reserves to cover all risks of damage or loss in the form of personal injury, bodily injury and property damage for which either party may be liable for its acts or omissions done in the course and scope of its business, in the minimum amounts for which public entities are liable under Oregon Revised Statutes as those statutes now exist or may be amended.

XVII. Indemnification

Each party shall be responsible for the acts of their respective employees under this agreement.

The Parties agree that they shall indemnify each other, if applicable, under common law indemnity principles. Each party agrees that on formal request of the other it will participate in the defense of any claim or action brought against the other party when a question of fact exists as to whether an employee of the party not named caused or contributed to the damage complained of.

District shall take all actions necessary to extend any limitations of liability provided for in District's HazMat provider contract with the state to City employees acting within the scope of that contract.

XVIII. Term

The term of this agreement shall be for a period of four years commencing on July 1, 1992, and terminating on June 30, 1996.

(11)

XIX. Waiver

The failure of either party to enforce any provision of this agreement shall not constitute a waiver by it of that or any other provision.

XX. Termination and Default

A party who has cause to believe that the other is in default of any of the terms and conditions of the agreement running to the benefit of the former, shall give the party alleged to be in default notice of same in writing and allow not less than thirty (30) days in which the default may be cured; and, if not so cured, the complaining party may declare this agreement and its further obligations under same to be terminated effective six months after the expiration of the period for curing the default or ruling by an arbitrator, which ever is later.

In the event the party declared to be in default believes that declaration to be unjustified, the parties agree to resolve such dispute using the procedures set forth in ORS 36.300.

If a party's ability to perform its obligations under this agreement becomes impractical by fact of any relevant legislative act by an entity not party to this agreement, that party may terminate its rights and obligations under this agreement after that legislation becomes effective if it gives notice in writing of its intent to terminate.

In the event of termination by either party due to impracticality, the parties shall continue closest force response for up to one year to allow the parties to separate their operations and maintain services to residents without disruption. Compensation for continuing closest force response shall be calculated and paid in accordance with the provisions of section XIV. Compensation shall be prorated to the nearest day if the parties terminate closest force response before the end of a fiscal year. The City shall not pull back more than two (2.0) FTE administrative/support personnel, which includes the City Fire Chief.

XXI. Renewal of the Agreement

The parties shall begin discussing renewal of this agreement, including all proposed modifications, no later than January 1, 1995. If the parties have not reached full agreement, including approval by each governing body, by June 30, 1995, this agreement shall terminate on the date set forth in section XVIII.

XXII. Entire Agreement; Amendments

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This instrument contains the entire agreement of the parties on the subjects enumerated herein. An addition to or modification of the provisions of this agreement shall not be effective unless it is in writing and acknowledged by the authorized signature of each party.

XXIII. Notices

All notices required or allowed of one party to the other shall be deemed given when sent to the parties at the following addresses:

For City:

4755 S.W. Griffith Drive
P.O. Box 4755
Beaverton, Oregon 97076

For District:

20665 S.W. Blanton Street
Aloha, Oregon 97007

IN WITNESS WHEREOF, the parties by the signatures of their authorized representatives have executed this agreement effective July 1, 1992.

Tualatin Valley Fire and Rescue:

By: Leland H. Ascher
Leland H. Ascher, President

Larry D. Goff
Larry D. Goff, Vice President

Sophia M. Platt
Sophia M. Platt
Secretary-Treasurer

William F. Bloom
William F. Bloom, Director

John J. Vorhees
John J. Vorhees, Director

City of Beaverton:

By: Larry D. Cole
Larry D. Cole, Mayor

Attest: Sandra L. Ryan
Sandra L. Ryan
Acting City Recorder

Approved as to form:

William Scheiderich
William Scheiderich,
Assistant City Attorney

AGREEMENT

THIS AGREEMENT, authorized by ORS 190.010, is made this ____ day of _____, 1997, by and between the CITY OF CORVALLIS, an Oregon municipal corporation, hereinafter referred to as "CITY," and the CORVALLIS RURAL FIRE PROTECTION DISTRICT, an Oregon municipal corporation, hereinafter referred to as "DISTRICT," the promises and agreements of each being in consideration of the promises and agreements of the other.

The parties agree as follows:

1. Term. The term of this Agreement is one (1) year, beginning on the 1st day of July, 1997, and ending on the 30th day of June, 1998.

2. Scope of Services.

A. The CITY agrees to provide fire protection throughout the DISTRICT, as required, including the use of available pumpers, tankers, and ladder equipment, and sufficient personnel to operate that apparatus, subject to the condition that reasonably sufficient apparatus and personnel shall remain within the CITY to assure adequate fire protection to the CITY. If the demands of the DISTRICT exceed the available apparatus and personnel which the CITY can provide, subject to that condition, the CITY agrees to invoke then current mutual aid agreements as may be necessary to supplement the CITY'S apparatus and personnel. In providing fire protection throughout the DISTRICT, the CITY, through its fire department, shall:

- 1) Provide fire protection throughout the DISTRICT.
- 2) Review building and construction plans within the DISTRICT.
- 3) Investigate fires within the DISTRICT.
- 4) Initiate and sustain a program of study and reasonably calculated to result in the formulation and necessary revision of operating procedures necessary to maintain a high level of fire protection within the DISTRICT and to do its best to retain or upgrade the present insurance class rating held by the DISTRICT. Initiate action to improve the fire response time of the DISTRICT.
- 5) Review and propose fire codes and ordinances for adoption by the DISTRICT.
- 6) Perform inspections as required by a priority plan adopted by the DISTRICT.
- 7) Enforce codes, ordinances, regulations, and statutes.
- 8) Maintain, for the DISTRICT, adequate records of activities as may be

required by the Insurance Services Office and the Oregon State Fire Marshal.

- 9) Participate in mutual aid agreements with all fire protection districts which are contiguous with the CRFPD and to establish and maintain an automatic aid agreement in areas in which service might be improved by such agreements, so long as it is in the best interests of all parties to do so.
- 10) Study and facilitate location of fire stations within the DISTRICT as approved by the DISTRICT. CITY retains right of first refusal for any stations constructed by the DISTRICT upon annexation by the CITY.
- 11) The CITY shall maintain and operate an adequate fire protection in the DISTRICT. CITY shall use diligence to maintain continuous and uninterrupted service which shall conform at least to the standards adopted by the State and Federal authorities. Under no circumstances is the CITY liable to the DISTRICT for an interruption or failure of service caused by acts of God, unavoidable accident, or other circumstances beyond the control of the CITY through no fault of its own.
- 12) The CITY shall operate its fire protection program authorized by the agreement twenty-four (24) hours per day, seven (7) days per week.
- 13) The CITY shall take all reasonable steps to maintain all of its trucks, equipment, and its entire system in a good state of repair and shall at all times conduct its operations under this Agreement in a safe and professional manner so as not to present a danger to the public or the DISTRICT.
- 14) The DISTRICT shall have the right to use the CITY Fire Department conference room for the DISTRICT'S regularly scheduled meetings as well as specifically scheduled meetings, given sufficient advance notice.
- 15) A specific delineation and enumeration of services to be provided to, for, and/or in the DISTRICT, by the CITY, is listed in Appendix 95-1, attached.

B. The DISTRICT agrees that the CITY shall not be required to duplicate those efforts or services regularly provided by other governmental agencies; nor shall the CITY be required to provide any services which are nor are hereafter specifically reserved by law for any other governmental agency.

C. The CITY agrees to provide the DISTRICT with regular reports based on the fire protection services provided in sections 1A(1) through 1A(10) of this Agreement. Also, a copy of the annual audit of the City of Corvallis shall be provided to the DISTRICT.

- D. The CITY shall keep the DISTRICT informed of all new developments, issues, or concerns affecting the fire operations of the CITY. Corvallis shall endeavor to notify the DISTRICT in advance of any public announcement that is to be made on the subject. The DISTRICT shall endeavor to notify the CITY of any developments or issues concerning the Agreement in advance of any public announcement on the subject.
- E. At all times during the term of this Agreement, the CITY and the DISTRICT shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America, the State of Oregon, and the District, including all agencies and subdivisions thereof.
- F. Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction:
- 1) When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.
 - 2) Time is of the essence of this Agreement. Neither the CITY nor the DISTRICT shall be relieved of its obligation to comply promptly with any provisions of this Agreement by any failure of the other party to enforce prompt compliance with any of its provisions.
 - 3) Unless otherwise specified in this Agreement, any action authorized or required to be taken by the DISTRICT may be taken by the Council or by an official agent designated by the Council.
 - 4) Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.
- G. All notices, reports, or demands required to be given in writing under this Agreement shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid, or on the next addressed business day if sent by express mail or overnight air courier to the party to which the notice is being given, as follows: Such addresses may be changed by either party upon written notice to the other party given as provided in this section.
- H. The paragraph captions and headings in this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- I. Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period of time or duration for the performance during thereof is prescribed and fixed herein, the time shall be computed so as to exclude

the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

- J. The DISTRICT agrees to carry liability insurance of not less than \$1,000,000 in aggregate and to provide the CITY with proof of insurance.

3. Compensation. The DISTRICT agrees to pay the CITY each year during the term of this Agreement as specified herein: the sum of \$897,820 for fire protection during Fiscal Year 1997-1998.

- A. The CITY and DISTRICT shall retain the right to renegotiate service level and/or service cost annually as of the 30th day of June of any year during the term of this Agreement by giving six (6) months' prior, written notice to the other party.

- B. The DISTRICT agrees to make payments to the CITY according to the following schedule:

<u>Payment Number</u>	<u>Due Date</u>	<u>Amount</u>
1	November 30	90 percent of the taxes collected, not to exceed 90% of the contract amount;
2	December 31	5 percent of the contract amount and any deficiency from Payment #1;
3	January 31	5 percent of the contract amount

- C. The DISTRICT agrees that it will levy taxes during the term of this Agreement sufficient to provide the payments required to be made to the CITY during this Agreement.

- D. Funds paid to the CITY by the DISTRICT under the terms of this contract will be added to the Fire Department Fund (ref. Corvallis City Charter, Section 54e) and shall be dedicated to the operation, maintenance, equipping, and administration of the Fire Department. In the event that such fund should be dissolved, fund reserves remaining shall be apportioned with respect to the ratio paid to the fund by the CITY and the DISTRICT; and the portion paid by the DISTRICT shall be returned to the DISTRICT, or may, upon agreement by the DISTRICT, be allocated for fire protection purposes.

- E. It is understood and agreed by the parties that no director, officer, or other

representative of the DISTRICT shall be individually liable for any payments due to the CITY.

F. Note of the provisions of this Agreement shall be construed to create in the DISTRICT any right, interest, or ownership in any real or personal property used by the CITY for the performance of this Agreement.

G. If, during the term of this Agreement, a state-wide ballot measure is adopted which limits the taxing ability of the CITY and/or the DISTRICT; and if, as a result of the tax limitation, the CITY is unable to provide the level of service described in Paragraph 2 above, the parties agree to renegotiate in good faith the amount of compensation to be paid to the CITY to reflect the decrease in services provided.

4. Hold Harmless. The parties agree that neither the CITY nor any of the CITY'S officers, agents, representatives, employees, or volunteers shall be liable to the DISTRICT to any owner within the DISTRICT, or any other person, for any claim for injury or damage or any loss of expense growing out of or resulting directly or indirectly from the performance of this Agreement, including but not limited to a claim for alleged failure to afford the firefighting or fire protection apparatus or services, court costs, and attorneys' fees.

5. Termination. This Agreement may be terminated by either party as of the 30th day of June of any year during the term of this Agreement by giving six (6) months' prior, written notice to the other party.

6. Renewal. DISTRICT agrees to give six (6) months' notice to CITY prior to the expiration of this Agreement if DISTRICT intends to renegotiate the Agreement.

A. If DISTRICT has notified CITY of its intent to renegotiate this Agreement, the parties agree that prior to the termination of this Agreement, they will negotiate in good faith concerning the possible renewal of this Agreement or the making of a new Agreement.

B. If the DISTRICT has notified the CITY of its intent to renew or renegotiate this Agreement and renewal or successful renegotiation has not been completed before the end of this contract period, this Agreement shall be automatically extended for 90 days to allow continuing negotiations. This Agreement may be extended further by mutual agreement for additional increments up to 90 days each.

7. Discrimination. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, or source of income in the performance of this Agreement.

8. Waiver of Breach. A waiver of any breach of any provision of this Agreement by either party

shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

City of Corvallis, an Oregon municipal corporation

Corvallis Rural Fire Protection District, an Oregon municipal corporation

by: _____
Jon S. Nelson, City Manager

_____ CRFPD President

_____ CRFPD Secretary

Approved as to form:

_____ Scott Fewel, City Attorney

_____ CRFPD Attorney

APPENDIX 97-1

DESCRIPTION OF SERVICES

During the life of this contract, the Corvallis Fire Department will perform the following for the Corvallis Rural Fire Protection District (CRFPD):

I. FIRE PREVENTION ACTIVITIES

New Development and New Construction Plans Review and Field Inspections

- 1. Request that Linn and Benton Counties submit all plans for new developments/construction in the CRFPD requiring a "fire-and-life-safety" plan check to our office for review. Plans will be reviewed for fire access, fire-flow, built-in fire protection, and other fire code issues (target: approximately 12 plans for review). *Currently in practice.*
- 2. Perform field inspections to ensure new development and construction is accomplished in accordance with reviewed plans (target: approximately 3 inspections/development). *Currently in practice.*

Public Education

- 3. Conduct a Fire Prevention Open House each October, with announcement flyers sent to all students in the Corvallis 509J School District area, including private schools (target: hand out fire safety information to and practice skills with approximately 800-1000 county residents). *Completed and currently in practice.*
- 4. Maintain a booth at the Benton County Fair emphasizing fire prevention and fire safety skills (target: interact with a minimum of 3000 county residents). *Completed and currently in practice.*
- 5. Perform door-to-door canvassing for a minimum of 200 homes to pass out smoke detector, addressing, and wildland-urban interface fire safety information (target: 500 residents). *Currently in practice.*
- 6. Solicit opportunities to give fire safety education programs to all CRFPD neighborhood associations on an annual basis (target: 4 programs/year). *Currently in practice.*

- 7. Mail out one newsletter/year to all rural district residents with pertinent fire safety information and news of the district (target: one mailing to approximately 4000 households). *Currently in practice (two have been mailed).*

Fire Investigations

- 8. Investigate all fires to determine cause (target: approximately 40 fire investigations). *Completed and currently in practice.*

Fire Code Inspections

- 9. Inspect all multi-family residential units (tri-plex and larger), public assemblies, schools, day care facilities (target: approximately 60 inspections). *Completed and currently in practice.*
- 10. Inventory and perform a pre-fire plan inspection for all other occupancies (other than one- and two-family residences); handout fire safety information (target: approximately 120 inventory/pre-fire plan inspections). *Completed.*
- 11. Investigate all fire code complaints; perform on-site inspection to determine validity of complaint (target: approximately 10/year). *Completed.*
- 12. Conduct home fire-safety inspections upon request (target: approximately 12 requests). *Completed.*

II. FIRE SUPPRESSION TRAINING AND PREPAREDNESS

- 1. Equip all operations personnel with wildland firefighting apparel. *Completed.*
- 2. Conduct training for all personnel in wildland fire behavior and urban/forest interface strategy and tactics prior to fire seasons. *Completed.*
- 3. Identify locations throughout the district where water supply might be established or improved. *Completed and currently in practice.*
- 4. Train on rural water supply operations, with surrounding rural districts, to reduce turnaround time and improve water supply procedures in rural area. *Completed and currently in practice.*
- 5. Equip one truck per year with foam capability. *Currently, four units are equipped with on-board foam systems; two more will be received in August, 1997.*
- 6. Maintain a supply of forestry type fire suppressant foam. *Completed and in practice.*

- 7. Develop a county-wide major fire event plan to be implemented as a component of the City and County's disaster plan. *In progress.*
- 8. Maintain a nominal staffing (call-back) and situation status management plan to ensure adequate fire defense resources in the event of simultaneous responses which may deplete on-duty resources. *Completed and in practice.*
- 9. Maintain an automatic aid agreement with Philomath Fire Department for automatic assistance to CFD in the event of a fire in the CRFPD. *Completed.*

III. EQUIPMENT PURCHASE

- 1. Consider the needs of the rural district when designing and purchasing fire apparatus, with specific regard to hill climbing ability, maneuverability, foam production, and compatibility with rural fire applications. *Currently in practice.*

Apparatus inventory attached. Highlighted equipment either specifically addresses rural needs or is dual-purpose, with rural applications. All equipment is available and sent in varying combinations to rural alarms.

- 2. Develop a supply of equipment intended to establish a portable, remote water supply system capable of supplying 250 gpm from a stationary water source. *Currently we have two pumps, each capable of performing this function.*

IV. STATION LOCATION

- 1. Assist the Board in determining the siting for and development of a substation in the Crescent Valley area.
- 2. At such time the area, including the station, may be annexed by the City of Corvallis, the City agrees to negotiate with the District a fair and equitable agreement for the transfer of the property.

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THE  INNOVATION GROUPS

September 26, 1996

Dan Bartlett
City Manager
City Milwaukie
10722 SE Main Street
Milwaukie, OR 97222


Dear Mr. Bartlett:

Thank you for your inquiry regarding special district fire service agreements. Research revealed the following pertinent information:

- **Tallahassee, FL & Florida Municipal Corporation:** Fire Services Agreement.
- **Seminole County, FL & Political Subdivision of the State of Florida:** Interlocal Mutual Fire and Disaster Aid Agreement.
- **Delray Beach, FL & Florida municipal corporation, & the Town of Gulf Stream, FL & Florida municipal corporation:** Interlocal Service Agreement.
- **Delray Beach, FL & Highland Beach, FL:** Interlocal Service Agreement.
- **Naples, FL & East Naples Fire Control and Rescue District:** Automatic Mutual Aid Agreement.
- **Indian Wells, CA, Palm Desert, CA and Rancho Mirage, CA:** Joint Powers Agreement Forming the Cove Communities Fire Commission.

I hope this information will be helpful to you. If you need any further assistance, please feel free to call me at (813) 622-8484.

Sincerely,


HeathCliff Beach
Research Associate

PS: Enclosed are two previous inure response letters that were retrieved from our new CD-ROM product. The CD contains 2,650 previous inquiry response letters. The CD is fully searchable and contains over 10,000 document references, contacts, and local government experiences. Thank you for your support!

2116.01
(23)

**FOURTH AND COMPREHENSIVE AMENDMENT TO
THE JOINT POWERS AGREEMENT
FORMING THE COVE COMMUNITIES FIRE COMMISSION
(HEREAFTER THE COVE COMMUNITY SERVICES COMMISSION)**

This Fourth Amendment to the Joint Powers Agreement Forming the Cove Communities Fire Commission dated October 6, 1981, as amended by the First Amendment, dated May 25, 1983; the Second Amendment, dated August 28, 1984; and the Third Amendment, dated November 4, 1988 (hereinafter collectively the "Agreement"), is made this 9th day of November, 1992, by and between the cities of Indian Wells, Palm Desert, and Rancho Mirage (hereafter collectively the "cities," the "member cities," or the "member entities").

Recitals

WHEREAS, the cities who are parties to this Agreement are municipal corporations authorized to enter into a joint powers agreement pursuant to Government Code Sections 6500, et seq.; and

WHEREAS, the cities of Indian Wells, Palm Desert, and Rancho Mirage have enjoyed a history of mutual cooperation and success in many programs; and

WHEREAS, the executive committee of the Cove Communities Public Safety Commission has directed an effort to resolve the issue of equitable distribution of funding for fire and paramedic services; and

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WHEREAS, the City Managers from Indian Wells, Palm Desert, and Rancho Mirage, together with elected officials from these communities, have worked together to develop a funding formula that equitably distributes costs of operating the Cove Communities Public Safety Commission to provide fire and paramedic services; and

WHEREAS, many additional programs of regional benefit are being considered by the cities of Indian Wells, Palm Desert, and Rancho Mirage; and

WHEREAS, all jurisdictions are desirous of working together for the benefit of our combined constituency.

Covenants

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement and this Amendment, the parties agree that the Agreement shall be amended and superseded in its entirety by this Fourth Amendment as follows:

I. COMMISSION CONTINUED AND RENAMED

The Cove Communities Fire Commission created by the Agreement shall continue in full force and effect. After the effective date of this Fourth Amendment, it shall have the powers and purposes set out here and shall be known as the "Cove Communities Services Commission" (hereafter the "Commission"). The Commission shall continue to be a separate public entity and the member cities shall not be responsible for the debts, liabilities, and obligations of the Commission, which shall be its sole responsibility. Neither the Commission nor its members shall be responsible for the debts, liabilities, or obligations of separate entities, such as the Joslyn Senior Center, to which grants or contributions are made.

A. Effective Date:

This Amendment shall be binding and effective upon execution by each of the member cities and shall continue until terminated as provided in Section VIII.

II. PURPOSES

The purpose of this Agreement and this Amendment is to establish and enhance a joint powers entity to provide for municipal facilities and services on a regional basis serving the member cities.

The Commission shall perform all necessary functions to fulfill the following purposes of the Agreement and this Amendment:

A. Provide Fire Services:

- 1. Contract or otherwise provide for a system of fire service (suppression, protection, and related rescue and paramedic services) on an areawide and regional basis.
- 2. Serve as a forum for consideration, study, and recommendation on areawide and regional fire services problems.
- 3. Assemble information helpful in the consideration of problems specific to fire services in its service area and in the Coachella Valley.

4. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of local public welfare and means of improvement in the administration of fire services.

5. Improve and coordinate the common governmental responsibilities in the area of fire services (suppression, protection, and related rescue and paramedic) on an areawide and regional basis.

B. Provide Recreational and Cultural Facilities and Services:

1. Construct, acquire, or provide for joint use of various recreational, cultural, and park facilities located in one member city to serve all member cities, such as (by way of example and not of limitation) the Cook Street Sports Complex in Palm Desert, baseball fields, YMCA, and Children's Museum.

2. Provide contributions and grants for capital and operating expenses for the Joslyn Cove Communities Senior Center.

3. Cities, if desired, may work together to acquire sites for, construct, and maintain library buildings and cooperate with other member and governmental entities for library service.

C. Provide Services and Facilities or such other purposes as set out for Community Services Districts pursuant to Government Code Section 61600 as are available to general law cities.

III. POWERS

The Commission shall have the explicit and implied power to do whatever is necessary and required to carry out the purposes set out in Section II, including but not limited to: the power to enter into contracts; to acquire and dispose of equipment; to install, construct, acquire, maintain, and operate public facilities and improvements; to employ agents and employees; to acquire, hold, or dispose of property; to sue and be sued; to incur debts, liabilities and obligations, subject to the prior approval of all member entities to carry out such powers; and to perform any other acts necessary or incidental, specifically including but not limited to, the ability to utilize the provisions of the Mello-Roos Community Facilities Act, any and all assessment district acts, such as the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, and the Landscaping and Lighting Assessment District Act of 1972, as amended.

The Commission shall have the power to review and approve the program and/or activities of the recipient of funds from the Commission prior to approval of any contributions under this agreement. In addition, the Commission shall have the power to assess the ongoing financial viability of the recipient of contributions made pursuant to this agreement.

IV. ADMINISTRATION OF THE COMMISSION

A. The Commission shall act as the agent to administer the Agreement and this Amendment.

B. The powers vested in the Commission by the "Agreement and this Amendment shall be subject to the restrictions upon the manner of exercising the power of a general law city of the State of California. Procedures (such as procurement, financing, and personnel) shall be those of the city acting as Finance Officer, except as specific procedures may be developed and adopted by the Commission.

C. Membership:

The Commission shall consist of a membership of two elected officials or their alternates, also elected officials from each city, or other entity which is a signatory to this Agreement, as amended. Each member of the Commission shall have two votes on the Commission and each vote shall be vested in and be exercised by an elected official or his or her alternate. The Commission shall act only when every signatory to this Amendment is represented by at least one elected official or his or her alternate. The Commission may adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of the Commission. The meetings of the Commission shall be governed by the provisions of the Ralph M. Brown Act.

D. Funds and Property:

The Commission shall designate the Treasurer of one of the member agencies as depository for the Commission to have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5. He or she shall perform all of the duties required by Government Code Sections 6505, et seq.

E. The Commission shall be operated on a fiscal year basis beginning July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the Commission shall adopt a final budget for the expenditures of the Commission during the next fiscal year as set out in Section V hereof.

F. Membership:

Any municipality of the Cove Communities may join the Commission with approval of all current member entities. Any entity so joining shall become subject to the terms of the Agreement as amended and shall be entitled to representation on the Commission as provided herein. Membership in this Commission shall be effective for each party when the governing board of that entity shall subscribe to this Agreement and file with the Commission a copy of the resolution of the governing body authorizing membership. A new member shall be required to make contributions; equivalent to those made by other member entities.

V. COMMISSION PROPERTY

A. All facilities and equipment owned by the Commission on the effective date of this Amendment shall be and remain the property of the Commission and are set out on Exhibit A, attached and incorporated herein.

1. All facilities and equipment constructed, installed, or purchased by the Commission or otherwise donated, given, or transferred to the Commission by the member cities, the County of Riverside or others, shall become and remain the property of the Commission.

2. All member cities must agree in advance to the modification or demolition of Commission facilities. As used herein, "modification" means substantial change in use or substantial structural change, including demolition.

3. All Commission facilities shall be available to the residents of each member city on an equal basis, notwithstanding that a facility may be located in and/or operated by one member entity.

B. Cities Capital Contribution to Facilities:

In addition to equipment and facilities owned by the Commission, the member cities may make capital contributions to the Commission or to another member entity to fund the construction, installation, and acquisition by one member of facilities serving each of the member cities. The amount of such contributions shall be determined by the member entities by separate written agreements approved by all

member agencies which shall address the amount of contribution and ownership and operation of the facilities so funded. Any such agreement shall provide that:

1. Capital contributions shall entitle the member city to ongoing use of the facility funded on a basis equal to that of the other member entities and provided the member city contributes the established fair share cost contribution for operating cost pursuant to this agreement, at such times as the member may withdraw from this agreement.

2. All facilities so funded shall be identified in a manner which reflects the joint effort and funding source.

3. Contributions shall not exceed the actual cost of the facilities to be acquired or constructed unless otherwise specifically agreed to by all parties. Each member entity shall have the right to audit construction costs and the member or Commission constructing such facilities shall make available all records necessary to conduct and facilitate the audit.

4. Any change orders during construction which would require additional contributions shall be approved in advance by all member entities required to make such additional contribution.

5. Attached as Exhibit B, by way of example and not of limitation, is a MOU listing of proposed joint projects and contributions which have been discussed by the parties.

VI. CONTRIBUTIONS

Prior to April 1 of each year the Commission shall adopt a preliminary budget of expenditures for the following year. The preliminary budget shall contain the estimated amount of contributions that will be required from each member to finance the proposed budget. The Commission shall have the power to review and approve the program and/or activities of the recipient of funds from the Commission prior to approval of any contributions under this agreement. In addition, the Commission shall have the power to assess the ongoing financial viability of the recipient of contributions made pursuant to this agreement. The amount of the contribution required from each member shall be a percentage of the total budget established as follows:

A. Fire Suppression and Prevention:

1. **Structural Fire Protection Tax:** A structural fire protection tax ("SFF") is collected by the County of Riverside as a portion of the property tax on all nonexempt properties within the member entities. The first \$1 million annually of the SFF collected shall be applied by the County to the cost of providing base level fire protection and prevention services through an agreement between the Commission, the County, and the California Department of Forestry.

2. **Amounts above \$1 million annually collected from the SFF within each city, absent any contribution to the Special Districts Augmentation Fund, shall be credited to the amount owing to the Commission by each city for fire prevention and suppression dollar-for-dollar in accordance with Exhibit C**

attached. In computing the amount of SFF generated within an area, the amount of growth in the SFF shall be included as part of the SFF, but the SFF and any increase therein shall not be included as part of any property tax increment subject to Health and Safety Code Section 33670. SFF collected within each member entity, including the growth, shall be credited to that entity before determining any amount owing under subsection 3 below. The amount of the credit shall be calculated under Exhibit C, attached and incorporated here.

3. The percentage of the total budget attributable to each member agency to pay fire prevention and suppression costs and expenses incurred by the Commission in excess of that funded by the SFF as set out in subsections 1 and 2 above, shall be established each year on the basis of the assessed valuation of taxable property of each member agency as follows:

Assessed Valuation of Member Agency	=	Percentage Contribution of Member Agency (%)
Assessed Valuation of All Member Agencies		

The assessed valuation of taxable property of each member shall be determined based upon the last equalized assessment roll of the County of Riverside existing at the time of adoption of the preliminary budget, as specified under Sections 2050, et seq. of the Revenue and Taxation Code. Such percentage, when added to the amounts under subsections 1 and 2 hereof, shall not exceed the reasonable and actual cost of the service provided, plus overhead. Such amounts may be paid from any legally available source of funds.

B. Annual Operating Budget

The annual operating budget for all individual activities shall be submitted to each member agency for approval and shall be adopted by a majority of the members approved of the budget. If there is a proposed increase from one fiscal year to the next of more than 2% over inflation based on the California CPI (Consumer Price Index) or if the budget increased more than 10% overall, the budget must be approved by all members to become adopted. The contribution made by each member shall be based on the adopted budget. Any cost greater than the approved budget must be approved by each member prior to authorization to encumber funds.

C. Senior Center

The percentage of the total budget attributable to each member agency to pay contributions annually to support a portion of the operating expenses for the Joslyn Cove Communities Senior Center, Inc. incurred by the Commission shall be established each year during the Commission budget process by averaging the assessed value and population for all member entities and then prorating that average to each city based on population. For purposes of this subsection, "*assessed value*" shall mean the assessed value on the assessment roll utilized under Section VI (A) (3). "*Population*" shall mean the most recent population figure whether from the census or Department of Finance. Notwithstanding such grant or contribution, neither any member entity nor the Commission shall be responsible for the debts, liabilities, or obligations of the Joslyn Cove Communities Senior Center, Inc.

D. Ballfields

The amount to be paid each year by each member entity for ballfield operation and maintenance shall be that amount for the operation and maintenance budgeted and approved by the Commission by averaging the assessed value and population for all member entities and then prorating that average to each city based on population.

VII. WITHDRAWAL

A. Any party to this agreement may withdraw from the Commission or from all or any part of the Commission's activities specified in this Amendment by resolution of its governing body. The resolution shall be adopted and filed with the Commission prior to July 1 of any year and shall be effective as of July 1 of the next following year.

Any party who elects to withdraw from the Commission shall pay its contribution for the fiscal year following the fiscal year in which the notice to withdraw was given whether or not the withdrawing party has approved of the preliminary budget for that year. If the debts and obligations of the Commission exceed its assets and anticipated income at that time of the withdrawal, the withdrawal may be effected only after payment by the withdrawing party of its proportionate share of the net debt and obligations of the Commission. Notwithstanding its withdrawal, a member entity and its residents shall continue to be entitled to use of the capital facilities financed in part by that member's contributions on an equal basis as the other member entities. In order to retain the

(36)

entitled use, the withdrawing member shall continue funding the operating cost of the facility based on the formula at the time of withdrawal from the Joint Powers Authority.

CITY OF INDIAN WELLS

Dated: Nov 9, 1992

By Roll R. [Signature]

ATTEST:

Approved as to Form:

By [Signature]

By [Signature]

CITY OF PALM DESERT

Dated: Sept 24, 1992

By Richard Kelly

ATTEST:

Approved as to Form:

By [Signature]

By _____

CITY OF RANCHO MIRAGE

Dated: Sept. 16, 1992

By [Signature]

ATTEST:

Approved as to Form:

By Barbara [Signature]

By _____

COVE COMMUNITIES PUBLIC SAFETY COMMISSION

Supplementary Schedule of Equipment

June 30, 1991

Equipment, at cost, consists of the following:

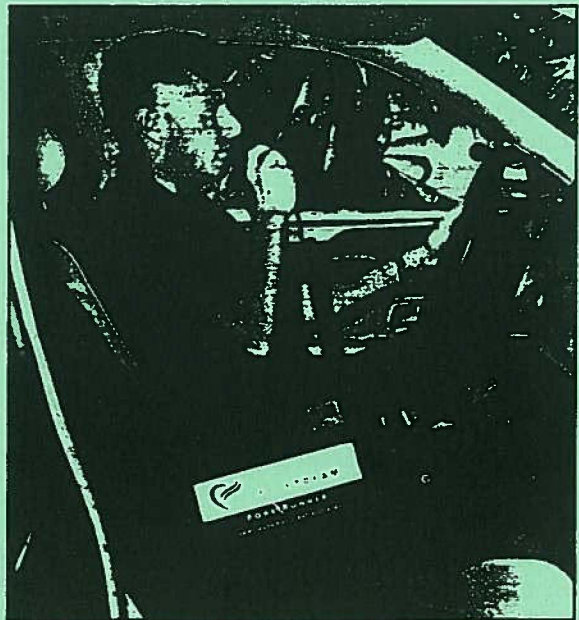
<u>Quantity</u>	<u>Item</u>	<u>Amount</u>
1	Fireslide, 100 Ft. w/Accessories	\$ 15,209
1	Portable CP-0510 Radio w/Accessories	1,915
3	S-10 Pickups w/Metal Storage	25,738
2	Gurneys w/Straps	1,070
	Various Splints, Spineboards	2,135
2	Gurneys - Roll-in	2,687
1	Auto - Paramedic Unit	29,641
1	Auto	23,050
1	Stretcher, Minto Breakaway	236
1	Auto - S-15 Pickup w/Metal Storage	9,347
1	Auto - Paramedic Unit	54,608
1	Auto - Aerial Appartus Model 3M196	448,812
12	Emitter Assembly, Model 3M196	17,732
	Various Adult, Child and Infant Basics	836
2	Lifepak Monitor/Defibulator Pkg.	7,166
2	Midland 80 Channel Radio	2,386
1	Auto - Paramedic Unit	54,139
3	Suction Unit - Portable	1,410
1	Immobilizer, Rapid Form	299
3	Parts, L.S.P. Anti-Shock w/Gaggs	1,405
2	Bolt Cutter	213
1	Resuscitator, Jumbo "D"	583
1	Apcor Pkg. #P44ESN 3191-N w/Accessories	8,092
5	Scales, Saw 10C	12,654
1	Auto - Telesquirt, Van Pelt 1000 GPM	72,541
2	Battery Support Systems	2,979
4	Bottom Pans	660
1	Auto Paramedic Unit	93,102
	Miscellaneous Minor Equipment	1,496
2	Chainsaws (STN #33)	1,888
1	Paratech Airbag	697
1	Paratech Airbag Control Systems w/Bags	2,079
1	1991 Ford Tempo GL	8,684
1	27" Holmantro Spreader	3,654
1	Small Ram 2004	1,709
1	Medium Ram 2005	2,027
1	Ladder Truck Basket (Replacement)	<u>1,040</u>
		\$ <u>913,919</u>

Police and AEDs: A Chance to Save Thousands of Lives Each Year

Leonard Matarese

In June 1996, Indian Creek Village, Florida, ensured that residents or visitors to the community would have a significantly reduced chance of dying from heart attack than in most other communities in the United States. The local government accomplished this goal—relatively inexpensively and with minimal additional training for its officers—by becoming the first community in Florida to fully implement the program and allow police officers to carry automatic external defibrillators (AEDs) in patrol vehicles and boats. In doing so, Indian Creek joined a small but rapidly growing number of localities committed to providing early defibrillation to victims of cardiac arrest.

Cardiac arrest generally strikes without warning, when the heart's electrical system causes the heart to quiver erratically, preventing the pumping of blood throughout the body and to the brain. This event is known as ventricular fibrillation. The cause can be heart disease, electrocution, drowning, or trauma. Death occurs within minutes unless the normal rhythm of the heart is restored,



Rich DeGise

All Indian Creek Village, Florida, patrol vehicles and vessels carry automatic external defibrillators, which are self-contained and water resistant.

which can only be done with a machine called a defibrillator. Cardiopulmonary resuscitation (CPR) can keep the blood oxygenated and flowing to the brain and buys precious minutes. Unless defibrillation occurs quickly, however, the patient will inevitably die.

The window of opportunity to defibrillate is narrow. For each minute that the heart stays in fibrillation, about 10 percent of the ability to restart the heart is lost. Herein lies the problem. Rarely can trained paramedics arrive with a defibrillator within that 10-minute window. Thus, the chain of survival (see accompanying box) is fatally broken.

Despite the many millions of dollars spent annually to deliver emergency medical services, the thousands of dedicated paid and volunteer EMS workers, and the tremendous advances in medical technology, the sad fact is that only about 10 percent of Americans who go into sudden cardiac arrest live. The remaining 90 percent—about 350,000 a year—die from sudden cardiac death, the leading medical emergency in the country.

The American Heart Association (AHA) has concluded that a much different strategy from our current procedures will be required to save more victims from sudden cardiac death. The AHA has endorsed a plan called public access defibrillation that will put defibrillators in the hands of the people most likely to be able to respond quickly to the scene of an emergency: the police. By virtue of random patrols, a police officer can almost always arrive at the scene of an emergency before units responding from fixed locations. And when the officer is equipped with a defibrillator and trained to use it, there can be a significant reduction in death rates for persons suffering cardiac events.

The Equipment

Most of us have seen the defibrillators carried by many ambulances or used in hospitals. They are bulky, heavy, complicated, and require extensive training to

By placing defibrillators in the hands of the police, we can expect almost to double the chances of survival, compared with perhaps the best rates in the United States.

operate. The original defibrillators were about the size and weight of a car battery.

The newest models are even smaller, lighter, less expensive, and easier to operate. Computerized units provide simple, verbal instructions to the user and are fail-safe. They cannot deliver a shock to a patient whose heart is not in ventricular fibrillation, eliminating the possibility of improper use. And they are built to take the abuse and punishment that comes with being carried around in a patrol vehicle; some are even fully waterproof.

Before this year, there was only one major manufacturer of AEDs. That maker has produced most of the full-size defibrillators seen on EMS units and in hospitals. But within the past 12 months, at least two new manufacturers have received approval from the Food and Drug Administration to market semi-automatic defibrillators. This greater competition has meant reduced prices and has fostered machines that are easier to operate than the original models. Just a few years ago, the original units cost more than \$7,000, while the newest units cost less than \$3,000 each.

Indian Creek Village recently changed out its original units for AEDs

that are lighter, smaller, easier to operate, and considerably cheaper. This kind of unit also has been selected recently by American Airlines as the defibrillator to be installed on all of that carrier's aircraft, which will be the first domestic aircraft to be so equipped.

Training

Operation of these units almost is fool-proof. Operators must know where to place the two prepackaged, gummed pads on the chest of the victim. Both the pads and the units have clear drawings indicating proper placement. The operator then follows the spoken computerized instructions, pushing the shock button when instructed to do so.

After delivering the shock, the units continue to instruct the operator on the proper care of the victim (e.g., check pulse, check breathing). Anyone who has learned CPR can be trained to operate the equipment in only a few minutes. Actually, the most critical part of the defibrillation process is ensuring that no one touches the victim as the shock is being delivered.

Legal Aspects of Defibrillation

Statutory authority to use AEDs varies state by state. Florida has one of the most progressive laws in the country, establishing a minimum training requirement for operators and spelling out clearly the regulations for starting a defibrillation program. As explained, the training necessary to operate the unit is minimal because the computer does most of the "thinking." Persons holding CPR certification need only six additional hours of training.

The Florida statute requires that a medical director or other authorized physician establish or review written procedures and protocols. In Indian Creek Village, the Metro-Dade County Fire Rescue Department provides fire suppression and EMS services, and its medical director, Dr. Donald Rosenberg,

The Chain of Survival

The "chain of survival," the set of actions necessary to reduce the number of sudden cardiac deaths, consists of four links.

First Link: Early Access

- Teach the public to recognize the need for EMS support to prevent sudden death.
- Teach the warning signs of cardiac events.
- Encourage rapid 911 calls upon the signs of a cardiac event.
- Provide telephone assistance and emergency medical instructions from dispatchers.
- Shorten the response time for first responders to less than four minutes after a 911 call.

Second Link: Early CPR

- Develop community-wide CPR programs.
- Target those neighborhoods with concentrations of people 50 years of age or older.
- If you are the lone rescuer of an adult, call 911 before beginning CPR. If a child is the victim, perform CPR for one minute before calling 911.

Third Link: Early Defibrillation

(The link most likely to improve survival chances.)

- As a police officer, perform basic CPR, carry automatic external defibrillators (AEDs), and be trained to operate them as an integral part of your professional duties.
- As a manager or other decision-maker, authorize and implement more widespread use of AEDs by community responders and allied health responders.

Fourth Link: Early Advanced Life Support

- Combine advanced life support units with first-responding units that provide early defibrillation.

serves as the village's medical director. This ensures a seamless approach to delivering defibrillation and the later, advanced EMS care. Dr. Rosenberg, who is actively involved with the AHA's early defibrillation efforts, also supervises Indian Creek Village's training program.

However minimal the training requirement is in Florida, the American Heart Association thinks that it exceeds the actual level of training needed to operate the machines properly and may even discourage greater use of the equipment. So, the Florida AHA is supporting proposed state legislation to reduce the training requirement even further.

About half of the states have passed "first responder" laws permitting people with appropriate training to use AEDs. In states that have not, the training requirements can be onerous. New Jersey, for example, requires a person to be an emergency medical technician (EMT) to operate a defibrillator. Ideally, as public awareness of the new technology increases and as the AHA continues its nationwide efforts in this area, legislatures will address these outdated statutes.

In 1994, the AHA held its first conference on public access defibrillation and focused on making AEDs more accessible to the first persons who arrive at the scene of an emergency. The AHA also supports the Cardiac Arrest Survival Act now before Congress, which would provide AEDs in such public places as convention centers and office buildings.

The Rochester Experience

We now know with certainty what the effects on a community can be when police officers are equipped to provide early defibrillation. When the Rochester, Minnesota, Police Department placed defibrillators in all of its police vehicles as part of a study conducted by Dr. Roger D. White, the results were nothing short of astounding.

The city, home of the Mayo Clinic, has a population of 76,865 people in

32.6 square miles. Depending upon the daily patrol assignments, up to 12 AEDs can be on the street at one time in patrol units. During the study period:

- Police defibrillated 31 patients.
- In 13 of these patients, circulation was restored with shocks only.
- All 13 patients survived to be discharged from the hospital.
- Of the remaining 18 patients, who required advanced cardiac life support, five survived.
- Thus, altogether, 18 of the 31 patients (58 percent) who were defibrillated by the police survived to be discharged from the hospital.

Before this program, the highest cardiac survival rates generally had occurred in Seattle, thanks to that city's well-known longtime commitment to CPR training for its citizens. Even there, however, the survival rate is only around 28 percent. By placing defibrillators in the hands of the police, managers can expect almost to double the chances of survival, compared with perhaps the best rates in the country. When compared with most other communities in the United States, which have far lower survival rates, the percentage increase can be higher. (New York City, for example, has a survival rate of approximately 2 percent.)

Dr. White puts these results in perspective when he states that "sudden cardiac death is an epidemic, one for which we now have a known treatment."

Role of the Fire Service

When Indian Creek Village decided to implement its defibrillator program, advice and assistance were sought from the Metro-Dade County Fire Rescue Department (MDFRD). The department's response was enthusiastic.

Frankly, I had been concerned about what the response from the fire service would be as the police took on this new role. I wondered if the project would generate a turf battle, as can be the case when organizations face changing tech-

nologies and roles. In fact, just the opposite occurred.

The MDFRD personnel, from command staff to line paramedics, have fully supported the program and encouraged other agencies to participate. As one paramedic told me, "We're simply tired of seeing people die needlessly when we know that defibrillation, one or two minutes earlier, could have made the difference. If we can get the cops to shock the heart back before we arrive, the advanced skills, equipment, and medications that EMS brings can become even more critical to the patient's survival."

In some communities that have implemented AED programs, the police initially have been concerned about taking on this new responsibility. After all, they were being asked to jump-start a heart. These concerns have passed quickly once a "save" has been recorded. Captain John Stacy, patrol commander of the 51-person Bellevue, Nebraska, Police Department reported that his agency recorded its first save on the first night the units were used, and a second save occurred at a Christmas Eve mass. Stacy is quoted as saying that the AEDs make his officers feel good because they are not just standing around waiting for the rescue squad.

Personally, as one who has been there far too many times in my role as a police officer, I can tell you that there is nothing like the sickening feeling you get during those minutes, which can seem like hours, while you are with a victim and the victim's family, waiting for the medics to arrive.

When Seconds Count

Emergency services always have tried to reduce response times to calls for service; it is only now that we fully understand how critical those response times can be. The Rochester project found that reductions of *one minute* from the time of the cardiac arrest to initial shock increased the likelihood of return of spontaneous circulation (ROSC).

Physicians are recommending that the defibrillators be used before starting CPR, reducing as much as possible the time before the shock. And agencies using the concept are moving AEDs from the trunks of patrol cars to the front seats, making the units more accessible and saving yet more time.

A Challenge to Managers


Establishing an AED response by police seems to me to be the number-one thing that local government managers can do to save lives in their communities. What other program can be implemented so inexpensively, requiring so little training and producing such dramatic results? Every single community in this country—rural or urban, Sunbelt or Rustbelt, East Coast or West Coast or Heartland—has a resident who will ultimately succumb to sudden cardiac arrest and whose life could be saved by rapid defibrillation.

If managers and their governing bodies collectively committed themselves to establishing AED programs in our respective communities, how many of those 350,000 deaths a year could be prevented? How many more heart attack survivors would suffer less debilitating effects of the attacks they survived? How many of the estimated 100,000 annual new survivors would live in our own communities? And closer to home, how many of our own spouses, children, or coworkers could be saved if AEDs were available?

In the early 1970s, when I entered government service as a police officer, the police routinely responded to medical emergency calls. Patrol vehicles carried first-aid kits and oxygen, and officers were trained at the academy in what was then called "advanced first aid." I remember bandaging kids' scraped knees and helping to transport victims. Back then, the police were the persons whom you called first when you had a medical emergency, and this circumstance resulted in many positive citizen contacts in a nonenforcement, helping mode.

And there were many times when rapid response prevented further injuries to victims of medical emergencies.

Over the years, with the advent of emergency medical services, paramedics, advanced life support systems, and efforts to handle increasing law enforcement workloads, police have moved further and further away from involvement with medical emergencies. For police to be truly effective in crime prevention activities, however, they need to become more involved, at many different levels, with the communities they serve. Providing early defibrillation appears to be one of the best vehicles by which they can do so, producing positive results for victims and local agencies. What could be more community-oriented than equipping police with the tools to save 100,000 lives each year?

Indian Creek Village is committed to assisting other agencies, nationwide, in implementing an AED program. ICMA members interested in obtaining more information on AEDs are welcome to contact village staff at 305/865-4121; fax, 305/865-2502; or e-mail, chiefpsd@msn.com. 

Leonard A. Matarese is the village manager/chief of public safety, Indian Creek Village, Florida. Another article on this subject written by Mr. Matarese appeared in the December 1996 issue of The Florida Police Chief magazine.

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**Contribute to the ICMA
Endowment Fund in 1997!**

PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
IN CONJUNCTION WITH TELECOMMUTE AMERICA WEEK '97
TO SUPPORT EFFORTS TO REDUCE SINGLE OCCUPANT VEHICLE TRIPS

WHEREAS, motor vehicles are the largest single source of air pollution in the metropolitan area; and

WHEREAS, the Oregon Department of Environmental Quality has established an Employee Commute Options Program for the Portland Air Quality Maintenance Area; and

WHEREAS, the ECO program requires certain employers to reduce the number of employee cars driven to the worksite by 10% within the next three years to improve air quality; and

WHEREAS, the City of Milwaukie wants to set an example for other employers and has voluntarily developed and implemented an incentives program for alternative commute options for city employees; and

WHEREAS, commute options include busing, biking, walking, or carpooling to work, or teleworking; and

WHEREAS, using a commute option once a week would reduce the number of single occupant vehicle trips by 20%;

NOW, THEREFORE, WE, MILWAUKIE CITY COUNCIL, do hereby proclaim October 20, 1997 through October 24, 1997 Telecommute America Week '97, and encourage all Milwaukie, Oregon city employees to consider henceforth using an alternative commute option one day a week.

IN WITNESS WHEREOF, I have set my hand this 21st of October, 1997.

ATTEST:

Pat DuVal,
City Recorder

Craig Lomnicki, Mayor
City of Milwaukie

**CITY OF MILWAUKIE
CITY COUNCIL WORK SESSION
OCTOBER 7, 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, and Trotter.

Staff present: Dan Bartlett, City Manager; Charlene Richards, Assistant City Manager; Pat DuVal, Recorder/Records and Information Manager; and Michelle Gregory, Neighborhood Service Coordinator.

Information Sharing

1. A discussion took place regarding the letter campaign by local Realtors concerning the City's sign ordinance. **Bartlett** reported that the City did respond to each Realtor's letter acknowledging receipt. He also stated that the Business License Section determined about half of these Realtors did not have business licenses in the City. The Realtors' letters stated they were self-employed, independent contractors, and, because of this, the City intends to send them a letter with an application for a business license. The Business License Section is checking to ensure that none of the Realtors are listed by a Broker before sending them a letter. **Bartlett** ensured Council that this action was not being done as retaliation but was part of enforcing the City Business code.

Bartlett stated licensed businesses within the City are allowed one off-premise sign. There are some businesses within the City that have illegally put up more than one sign. He stated that some cities are lenient with sign placement, and some are aggressive. He stated that the State Highway Department takes down the signs on McLoughlin, but not as quickly as the City because of the larger area. **Mayor Lomnicki** said he did not want the right-of-way to become "free game" for anyone wanting to put up a sign.

2. **Mayor Lomnicki** reported he was asked to serve on the Steering Committee for Transit Choice for Livability from METRO along with two others from the Milwaukie community. He has asked Alice Neely from the Milwaukie Center to represent the elderly population and Kent Fosheim from CCI to speak for the disabled population.

3. **Mayor Lomnicki** reviewed points staff made in a letter to the County Commissioners concerning some of the things Milwaukie thought needed to be done to cooperate if the Enterprise Zone was going to work. Points were: funding Johnson Creek Blvd. from 82nd to 36th Street; planning responsibilities through the City; and administrative responsibility through the Chamber of Commerce.

4. **Mayor Lomnicki** stated Councilmember Kappa had indicated he was comfortable with City Council doing board and commission interviews in his absence.

Traffic Relief

Anitra Rasmussen, Task Force Member, and Dan Layden of ODOT were in attendance.

Rasmussen presented slides that showed the nine options her committee was studying concerning Peak Period Pricing as a means of traffic relief in the Portland area. She distributed copies of *Traffic Relief Options Study News*.

Peak Period Pricing is a charge drivers pay who travel at peak periods on designated roads. Pricing is done with a card on the car window that is read as a vehicle drives under a reader suspended over the road, and billing is automatic. Price varies at different times of day. There is a test road in California. **Rasmussen** reported that Portland has received a grant to study the feasibility of peak pricing in the area.

The following are the 9 options the Committee is studying:

- Macadam Avenue near Sellwood Bridge - least expensive option
- I-5 from I-405 to 99w
- I-84 between Grand Avenue and 207th
- Hwy 26 from the tunnel to 185th
- Hwy 217 from Hwy 26 to I-5
- McLoughlin Blvd from Ross Island Bridge to Hwy 224
- I-5 from Terwilliger to Wilsonville
- I-5 near Delta Park and including parallel roads
- 9th option is none of the above

ENTERPRIZE ZONE

Pat Allen, OEDD, and Gary Lane, PCC Structural, were in attendance.

Allen brought copies of a memo from himself to City Council that addressed company involvement, public involvement, time lines, and proposed next steps. He pointed out that Precision Castparts has signed a Memorandum of Mutual Understanding that commits them to investing \$25 million over the next five years and to increase employment by at least 32 employees. He also gave out copies of a letter from the Clackamas County Board of Commissioners that listed things they were willing to do as part of the partnership in the Enterprise Zone. **Allen** also displayed a map that indicated the Enterprise Zone under discussion.

Lane gave a brief overview of his company's plans and options for the next three to five years. They have purchased one hundred acres in the Tri-Cities area as an option for growth. They have purchased the old Costco building near Hwy. 224 and are converting it to an upgraded manufacturing facility. Currently, PCC has about 2200 employees in the area. There are approximately 1925 employees that are hourly employees, and this is the area of the largest anticipated growth. There are over 600 hourly employees with Milwaukie addresses. PCC is looking for about 35% to 50% growth in sales. If the Costco site is used for only manufacturing, it could employ over 400 people. He stated that the property tax holiday from the Enterprise Zone was a pretty healthy incentive. PCC's beginning wage exceeds \$8.00 an hour with an average wage of \$14.50 an hour. The average annual County wage is \$27,900.

Councilmember Tomei was concerned that the new jobs would be at a family wage rate. She asked Lane to provide statistics on current and future wages and a range of earnings. **Lane** agreed to furnish this information.

Allen discussed the need to deal with work force training and tying company needs to training at local community colleges. One of the biggest concerns heard right now is the skill base of the work force. When it gets to the point that PCC is adding 320 new employees and other employers are expanding, it will be important to get good employees that continue to live in Milwaukie and Clackamas County.

Allen pointed out there is an annual certification that the original job creation has been maintained and that, if a company drops below the original ten percent increase, it loses the tax break. Also, the local jurisdiction still has the benefit of the capital investment that was made.

Allen stated that he had met with Land Use and Transportation Subcommittee of the Chamber of Economic Development Council, and they have recommended on to the full Economic Development Council of Chamber their support of a creation of an Enterprise Zone.

Allen stated that this Enterprise Zone would be an urban Enterprise Zone. He also stated to keep in mind that the City had the ability at some point in the future as unemployment rose to amend the Zone rules.

Mayor Lomnicki asked for clarification of first source hiring. **Allen** stated that is the entity that helps get people into the new jobs created in the Enterprise Zone. The company is required to work with the entity filling the positions but still have the ability to work with other entities also. **Mayor Lomnicki** requested that Milwaukie be provided Portland's Enterprise Zone conditions.

There was discussion on the impact Enterprise Zones would have on small businesses and the tax abatement. **Mayor Lomnicki** stated he did not believe the tax abatement would be a deciding factor for a small business to stay in an Enterprise Zone.

Mayor Lomnicki stated the City wanted more jobs in the community but was concerned about the impact on taxpayers. He wanted to know if local conditions could be applied to improve the small business environment in the Enterprise Zone. **Allen** thought there might be the opportunity to implement a first source supplier in the zone.

The work session adjourned at 6:45 p.m.

Barb Kwapich, Office Assistant

**CITY OF MILWAUKIE
CITY COUNCIL MEETING
OCTOBER 7, 1997**

The one thousand seven hundred and seventy-sixth 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:

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

Dan Bartlett, City Manager Charlene Richards, Assistant City Manager Tim Ramis, City Attorney	Randy Bruegman, Fire Chief Jim Brink, Public Works Director Angus Anderson, Finance Director
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CONSENT AGENDA

It was moved by Councilmember Tomei and seconded by Councilmember Trotter to adopt the Consent Agenda which consisted of the City Council minutes of September 16 and 23, 1997. Motion passed unanimously among the members present.

AUDIENCE PARTICIPATION

None.

PUBLIC HEARING

Cole Addition Local Improvement District Assessment Hearing – Ordinance

Mayor Lomnicki called the public hearing on the Cole Addition Local Improvement District to order at 7:04 p.m.

The purpose of the hearing was to consider an ordinance spreading the assessments against benefited properties in the Cole Addition. Council established the LID by adopting Ordinance 1815 on March 4, 1997. The project was completed and the final construction costs tabulated. The proposed ordinance apportioned the costs among those benefited properties.

Staff Report: **Brink** presented the staff report on the assessment Ordinance for the Sherrett Street Sanitary Sewer Improvement Project. Staff made several points concerning the project and addressed issues raised on March 4, 1997. He referred to staff report page eight indicating the total cost to each property owner of \$5,921 and the amount of the sewer assessment refunds.

On September 16, 1997, the City Council adopted Resolution 32-1997 determining the benefited properties would pay seventy-five percent (75%), and the City would pay twenty-five percent (25%). The total cost of the project was \$134,211. **Brink** discussed staff's recommendation to provide a \$327 incentive to those connecting to the system within a determined time period. The City will provide financing for the LID assessment and private sewer connections. In response to property owners' questions, he said the SDC charge, \$893 per residence, could not be waived based on Municipal Code Chapter 13.28. Property owners had also expressed concern they were being penalized because of a 1975 engineering error. Staff did not recommend any compensation based on the belief current sanitary sewer rate payers should not be held responsible for the situation.

Correspondence: **Mayor Lomnicki** noted the property owner's petition dated September 30, 1997.

Questions of Clarification: **Councilmember Trotter** referred to staff report page 8. He asked if the column labeled "Project Cost Estimate" was correct. **Brink** said that portion of the table should be labeled "Project Final Cost."

Councilmember Schreiber asked the procedure if a property were divided and a portion transferred to a different owner. **Brink** said, under current zoning, these properties could not be divided.

Councilmember Tomei asked for clarification of the ending date of the connection incentive. **Brink** said staff recommended March 31, 1998, in order to accommodate the holidays.

Councilmember Trotter asked **Brink** to comment on items two and three in the residents' letter. **Brink** referred to staff report page eight and noted there were only four properties involved in the previous assessment. The SDC amounts cannot be waived, and he did not recommend, based on Citywide needs, additional incentives paid for by the Sewer Fund.

Audience Testimony: **Tony Klobertanz**, 8616 SE 34th Avenue. He understood the current sewer customers should not pay for the engineering mistake, but he felt the property owners in this LID were being penalized for someone else's mistake. The Council was in a position to rectify the problem. He asked when the SDC ordinance went into effect. There was no SDC or connection fee in 1975. He felt a three month period for connection to the public system was too short.

Councilmember Trotter said the petition indicates citizens do not feel they should have to pay full price for an "engineering error." **Klobertanz** said people on the current system should not have to pay. Cole Addition residents would have connected in 1975, but they were not able to because of the error.

Councilmember Trotter asked Klobertanz what he felt would be a reasonable deduction. **Klobertanz** responded he would prefer the full amount, but, if not that, then something.

Mayor Lomnicki asked Klobertanz what he felt were the damages. **Klobertanz** said about \$5,000.

Councilmember Schreiber asked Klobertanz if he was the property owner in 1975 and if he was aware that some neighbors had the ability to connect to the system. **Klobertanz** said only the residents on Marys Court could connect because of the "engineering error." At the time, it was suggested that residents could form an LID and install and maintain a pump, but people did not feel they were the cause of the problem. **Councilmember Schreiber** said people were aware of the circumstances at the time and made a decision.

Mayor Lomnicki commented there would have been a cost at that time.

Larry Mingo, 8551 SE 34th Avenue. He requested the incentive be increased to \$564 to match the cost of not connecting and asked the Council to consider the magnitude of expenses.

Councilmember Tomei understood the calculations and asked if there was not a gamble in continuing with the septic tank and facing potential failure expenses. **Mingo** said the expenses could be covered by the money saved by not connecting. He noted he had received connection cost estimates between \$2,200 and \$2,600.

Staff Comments: **Brink** said the connection estimate of \$1,200 was based on City of Portland figures from an east Multnomah County project. The Milwaukie estimates were probably higher because of the fewer number of connections in the project.

Questions from the Council: None.

Close of Public Testimony: **Mayor Lomnicki** closed the public testimony portion of the hearing at 7:37 p.m.

Deliberation and Vote: **Councilmember Trotter** appreciated the audience comments and supported increasing the incentive amount to \$564 as Mingo suggested. **Councilmember Tomei** agreed.

Councilmember Schreiber congratulated the residents on the amount of work they had done and suggested they consider applying for the Citizens Utility Advisory Board.

Mayor Lomnicki agreed with adding the early incentive.

Councilmember Trotter asked if the Ordinance would have to be amended. **Bartlett** said the refund is separate from the assessment calculation and will be paid to people during the incentive period. The assessment would remain unchanged.

Anderson said the per annum interest would be a total of 7.5%.

It was moved by Councilmember Trotter and seconded by Councilmember Tomei to read the ordinance spreading the assessments against the benefited properties in the Cole Addition Local Improvement District first time by title only. Motion passed unanimously among the members. The ordinance was read for the first time by title only.

It was moved by Councilmember Trotter and seconded by Councilmember Tomei to read the ordinance spreading the assessments against the benefited properties in the Cole Addition Local Improvement District for the second time by title only. Motion passed unanimously among those members present. The ordinance was read for the second time by title only.

It was moved by Councilmember Schreiber and seconded by Councilmember Tomei to adopt the ordinance spreading the assessments against the benefited properties in the Cole Addition Local Improvement District. Motion passed unanimously among the members present.

ORDINANCE NO. 1822:

**AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON,
SPREADING THE ASSESSMENTS AGAINST BENEFITED
PROPERTIES IN THE COLE ADDITION LOCAL IMPROVEMENT
DISTRICT; DIRECTING THE ENTRY OF THE ASSESSMENTS IN
THE CITY LIEN DOCKET AND THE COUNTY LIEN RECORDS;
AND SETTING THE INTEREST RATE FOR DELINQUENT AND
INSTALLMENT PAYMENTS.**

It was moved by Councilmember Trotter and seconded by Councilmember Tomei to increase the incentive for early hook up before March 31, 1997, in the amount of \$564.00. Motion passed unanimously among the members present.

Adoption of the Fire and EMS Strategic Business Plan 1997 - 2001

Mayor Lomnicki called the public hearing on the adoption of the *Fire and EMS Strategic Business Plan 1997 - 2001* to order at 7:55 p.m.

The purpose of the hearing was to consider public comment on the Business Plan developed by the three fire service agencies: District 1, Oak Lodge, and the City of Milwaukie.

Staff report: **Bruegman** presented the staff report. This is a Plan for three fire service organizations and evolved over a twelve-month period to address service level objectives and long-range goals. He noted the amendments based on comments from the September 2, 1997, Council work session.

Bartlett noted the Oversight Committee had reviewed the Plan.

Correspondence: None.

Audience Testimony: None.

Council Comments: **Councilmember Tomei** asked for clarification of the changes. **Bruegman** said the executive summary included reference to 90% reliability for second units and a change the name of the Plan.

Councilmember Schreiber asked about the involvement of the other service providers. **Bruegman** said the two boards have reviewed and already adopted the Plan.

Mayor Lomnicki said he understood that this in no way impairs Milwaukie's ability to draw back from current contractual agreement or precludes more discussions. He discussed the upcoming public and business involvement meetings that would begin taking place next week.

Councilmember Trotter asked if there had been any correspondence. **Mayor Lomnicki** said there was letter previously received from the Milwaukie Fire Fighters. **Bartlett** said the City Council should have a copy of his and Bruegman's response to that letter. **Councilmember Trotter** said the correspondence was not about the *Strategic Business Plan* but other issues.

Close Public Testimony: **Mayor Lomnicki** closed the public testimony portion of the hearing on the *Fire and EMS Strategic Business Plan 1997 - 2001* at 8:03 p.m.

Discussion among Councilmembers: **Councilmember Trotter** added he was the Milwaukie City Council representative. All participants felt the Plan would help policy makers make decisions, and he supported its adoption.

Decision: It was moved by **Councilmember Trotter** and seconded by **Councilmember Tomei** to adopt the *Fire and EMS Strategic Business Plan 1997 - 2001*. Motion passed unanimously among the members present.

OTHER BUSINESS

Self-Contained Breathing Apparatus (SCBA) Purchase

Bruegman presented the staff report in which the City Council was requested to authorize the purchase of fifteen ISI Magnum complete SCBA units and thirty spare cylinders. The cost will not exceed \$35,000, and capital funds are available. The existing units will be advertised and sold.

Councilmember Trotter said he assumed this action would be prudent for mutual aid even if the City of Milwaukie remains a standalone department.

Bartlett discussed a regional trailer that would be shared by all three departments.

Mayor Lomnicki asked how the number of units to be purchased was determined. **Bruegman** said it was based on units per engine with several backups.

Councilmember Schreiber said the sale of the City's current equipment would reduce the \$35,000 purchase amount. **Bartlett** said there would be some time delay between making the new equipment operational and the sale of the old equipment. Staff will report the net amount, and the funds will go into the Public Safety Fund general recovery fund.

Councilmember Trotter asked the cost of the portable trailer. **Bruegman** said \$5,000 was budgeted this year to begin the project. **Councilmember Trotter** added the City would save money by having a regionally used trailer instead of paying for one of its own.

It was moved by Councilmember Trotter and seconded by Councilmember Tomei to authorize the purchase of fifteen ISI Magnum complete SCBA units and thirty cylinders at a cost not to exceed \$35,000. Motion passed unanimously among the members present.

INFORMATION

Bartlett noted the document copied for the City Council from the 34th Avenue Task Force. **Brink** will prepare a response by the next meeting.

Councilmember Schreiber announced the doubling of fines for speeding in school zones as an element of the School Trip Safety Program. Milwaukie was the first City in Oregon to post these signs. **Mayor Lomnicki** said this is a tool to keep the children in the community safer.

Mayor Lomnicki announced Officer David Rash and Capt. Wes Johns were awarded Police Officer and Fire Fighter of the Year respectively by the American Legion Post. He understood one of the checks went to the D.A.R.E. Program. He congratulated Rash and Johns for being outstanding personnel.

Mayor Lomnicki announced an executive session to discuss property acquisition pursuant to ORS 192.660.

ADJOURNMENT

Mayor Lomnicki adjourned the meeting at 8:15 p.m.

Pat DuVal, Recorder

EXECUTIVE SESSION

Mayor Lomnicki called the executive session to order at 8:25 p.m. Present were Mayor Lomnicki; Councilors Tomei, Schreiber, and Trotter; City Manager Dan Bartlett; and City Attorney Tim Ramis.

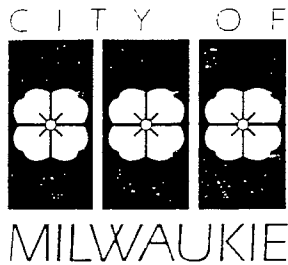
Bartlett noted that Council would hold an executive session for real estate transactions with the School Board on October 16, 1997. He reviewed an appraisal report and discussed potential property acquisition with the City Council.

Bartlett reviewed capital project financing options and indicated that rough project costs had been made. He reported to Council that an immediate possession hearing that had been scheduled for October 16, 1997, had been canceled. The property owner was not going to contest the City's request. A check for the purchase price would be deposited with the Court.

Councilor questioned Bartlett about the various property acquisition projects.

Mayor Lomnicki adjourned the meeting at 9:15 p.m.

Dan Bartlett, City Manager



1

****MEMORANDUM****

**Community Development Director
City of Milwaukie
October 14, 1997**

TO: Milwaukie City Council

THRU: Dan Bartlett, City Manager *Dan*

FROM: Maggie Collins, Community Development Director
Susan Heiser, Senior Planner

SUBJECT: Zoning Map Amendment for Blazer Homes
File No. ZC 97-01

Action Requested

Approval of the request to rezone a 1.18 acre parcel from the R-10 Zone to the R-7 Zone.

Background

The Planning Commission held a public hearing on this matter on September 9, 1997 and unanimously voted to recommend City Council approval of the Zoning Map Amendment request. No one from the public spoke in opposition to this request. Attached is a staff report which includes the findings on which the Planning Commission based their recommendation. A draft Ordinance has also been prepared for Council consideration.

Staff Recommendation

Staff recommends that the Council accept the Planning Commission recommendation and approve Zoning Map Amendment ZC 97-01, based on the findings contained in the October 14, 1997 staff report.

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 OF MILWAUKIE, OREGON, AMENDING ORDINANCE NUMBER 1712, THE ZONING ORDINANCE BY REZONING CERTAIN REAL PROPERTY FROM THE CITY'S RESIDENTIAL-TEN (R-10) ZONING DISTRICT TO THE RESIDENTIAL -SEVEN (R-7) ZONING DISTRICT (ZC-97-01).

WHEREAS. a Zoning Map Amendment was considered at a public hearing before the Planning Commission on September 9, 1997, and the City Council on October 21, 1997; and

WHEREAS. the City Council finds the application should be approved based on the findings listed below:

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

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

1. The applicant is requesting this rezoning to develop six residential lots which is allowed under the Low Density Residential Comprehensive Plan (up to 6.7 du per acre) designation. Application has been made on forms prescribed by the City and accompanied by plans drawn to scale.
2. The applicant has provided a detailed site plan which identifies parcel setbacks in compliance with the R-7 District standards, and shows the location of existing and proposed streets and sidewalks. Improvements include development and dedication of 35th Court, sidewalks along the 35th Court and Lake Road frontages, on-site sewer, water, and storm drainage.
3. The proposal is consistent with Land Use Chapter Objective 2 Policies which promotes higher density residential uses close to major streets and transportation facilities. Additionally, the subdivision proposed as a result of this rezoning will meet applicable Low Density Residential Plan Designation standards. Objective 4 Policies are also satisfied by meeting the R-7 development standards for bulk, scale and height for the proposed single family detached residential structures.
4. Transportation Element - Objective 3 Policies are met by the provision of transportation improvements including roadway and sidewalk improvements. Public Facilities Element - Objective 6 Policies are met by the provision of

adequate public facilities including a storm sewer collection system. Objective 8 Policies will be met by the provision of fire access and turn around constructed to Fire Department specifications. Finally, Energy Element - Objective 1 Policies are met by increasing density on land adjacent to a transit corridor and by infilling land to take advantage of previously constructed facilities.

- 5. The applicant has provided a detailed site plan which shows proposed compliance with the development regulations of the R-7 Zoning District. The applicant's plans also demonstrate that adequate public facilities are available or can be provided as part of this request. Additionally, the subdivision is designed so that lot frontages would be oriented away from the adjacent R-10 zoned parcels, and that by providing a cul-du-sac, potential traffic impacts to the surrounding neighborhood will be mitigated.
- 6. The proposal has been referred to the appropriate State and regional agencies. The proposal complies with Metro's 2040 Urban Growth Boundary infill policies and State Goals 3 and 14 which promote the preservation of agricultural lands by encouraging urban infill.

Section 2. Zoning Map Amendment. The Zoning Map of Ordinance 1712 is hereby amended by rezoning the real property as depicted on Map Exhibit B from the R-10 Zone (Section 301) to the R-7 Zone (Section 302).

Read the first time on October 21, 1997 and moved to second reading by _____ vote of City Council.

Read the second time and adopted by the City Council on _____, 1997.

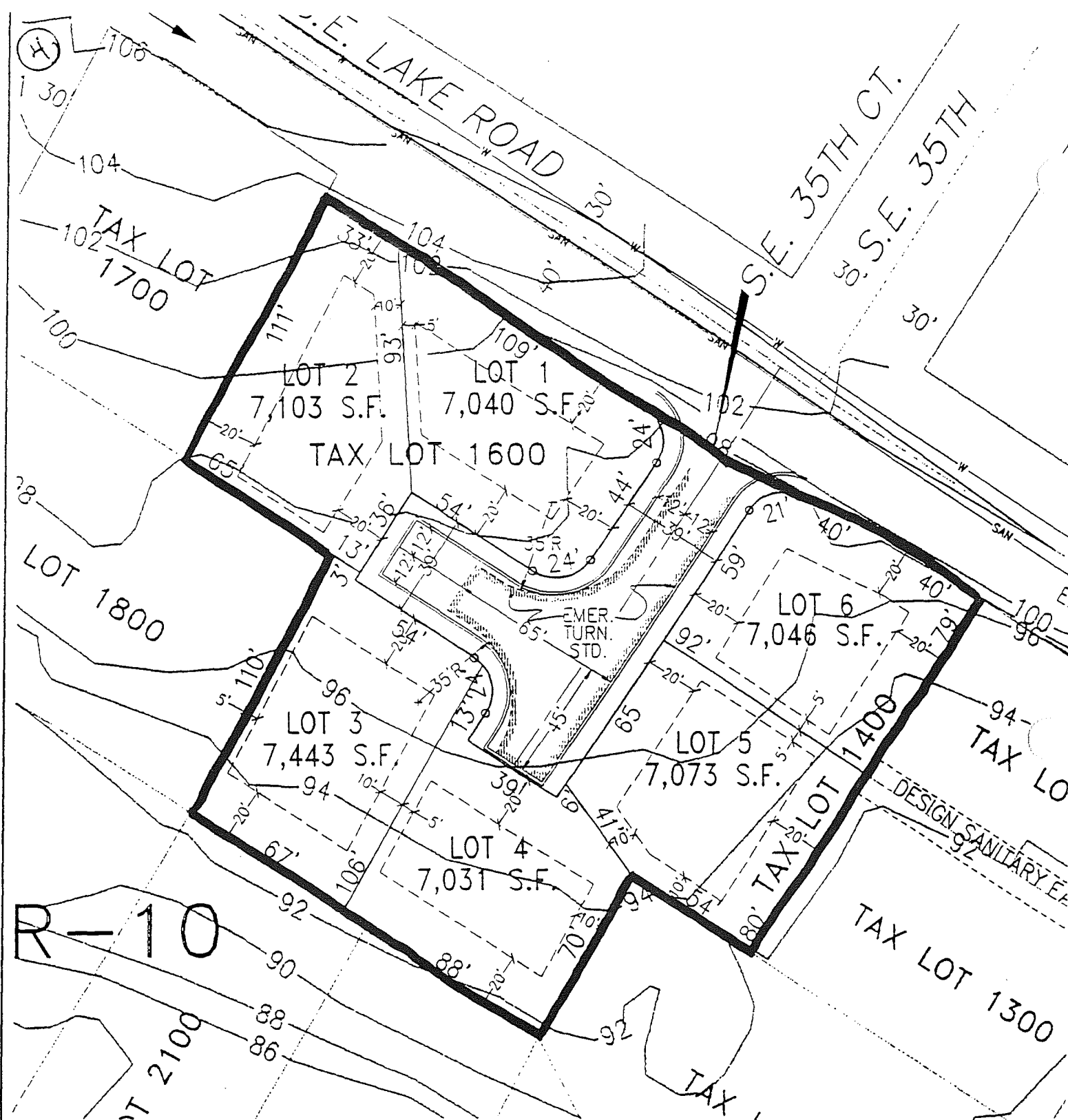
Craig Lomnicki, Mayor

ATTEST:

Pat DuVal, City Recorder

Approved as to form:

O'Donnell, Ramis, Crew, Corrigan & Bachrach



PRELIMINARY SUBDIVISION PLAT


COMPASS CORPORATION
 ENGINEERING SURVEYING PLANNING
 6564 S.E. LAKE ROAD (503) 653-9093 PHONE
 MILWAUKIE, OREGON 97222 (503) 653-9095 FAX

BLAZER COURT
BLAZER HOMES
 17152 SW UPPER BOONES FERRY ROAD

City of Milwaukie Community Development Department

Title: Rezoning Submitted by: Staff Date: 10.14.97 # Pages: 1

File Numbers: ZC 97-01 Applicant: Blazer Homes Exhibit #: B



CITY OF MILWAUKIE
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

Date: October 14, 1997
File Nos.: ZC 97-01

Application: Zoning Map Amendment for Lake Road Estates - a 6 lot Subdivision.

Applicant: Blazer Homes

Property Owner: Geni Figini

Location: South side of SE Lake Road, Milwaukie, OR 97222
Tax Lots 1400 & 1600 of Tax Map 1 1E 36 DC (See Exhibit 2)

PROPOSAL:

The applicant requests a Zoning Map Amendment to rezone a 1.18 acre site from R-10 (10,000 sq. ft. minimum lot size) to R-7 (7,000 sq. ft. minimum lot size) in order to develop a six lot subdivision in the R-7 District. The site is located within the Lake Road Neighborhood District Association.

RECOMMENDATION:

That the City Council accept the Planning Commission recommendation and approve ZC 97-01, based on the findings contained in this staff report.

BACKGROUND:

The parcel is located on the south side of Lake Road between Oatfield Road (west) and SE Guilford Drive (east). The site is currently undeveloped and does not contain trees or other significant vegetation. Site topography slopes gently from the western corner of the Lake Road frontage (104 msl) to the southeast corner of the site (92 msl). No historic, or natural resource areas have been identified on the site.

The site, and adjacent properties, are designated Low Density Residential, (up to 6.7 du per acre), in the City Comprehensive Plan. Adjacent properties to the east and south are zoned R-10 and properties zoned R-7 are located north of the site. Properties on the west



CITY OF MILWAUKIE COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT - Blazer Homes ZC 97-01

October 7, 1997

Page 2

side of Oatfield Road are zoned R-5. Lot sizes in the area range from approximately 5,900 sq. ft. to 17,500 sq. ft.

Public facilities including water, telephone, and electric is available within the Lake Road right-of-way. Sanitary sewer is available from Guilford Drive. Transportation facilities are also convenient to the site. Lake Road is a minor arterial which acts as a regional connector. Additionally, two Tri-Met buses, Routes 32 and 29, serve the project site.

DISCUSSION:

The applicant has submitted two applications for concurrent review. The Zoning Map Amendment was reviewed by the Planning Commission at their September 9, 1997 public hearing. This proposal is now referred to the City Council following the Major Quasi-Judicial review process (Zoning Ordinance Section 10.11D). The Subdivision Preliminary Plat was also reviewed by the Planning Commission at their September 9, 1997 hearing and continued for final decision at their October 14, 1997 hearing. The Planning Commission is the final decision maker for Subdivision requests following the Minor Quasi-Judicial review process (Zoning Ordinance Section 10.11C). Due to the rezoning from R-10 to R-7, any approval of the subdivision would be made contingent on City Council approval of the Zoning Map Amendment.

ZONING MAP AMENDMENT:

A. Compliance With Zoning Amendment Criteria

Section 900 of the Zoning Ordinance guides the Zoning Amendment process. As required by these provisions, the applicant has provided findings to support the approval of ZC-97-01 (Exhibit 3). Specific Zoning Map Amendment requirements (Section 903.1) are addressed on pages 2 to 3, and general amendment criteria is addressed on pages 4 to 7.

In support of this application the applicant cites development in compliance with the densities permitted under the Low Density Residential Comprehensive Plan designation. The applicant's proposal will result in 6 dwelling units for the 1.18 acre site where a maximum of 6.7 dwelling units may be permitted.

The applicant has provided a detailed site plan which identifies parcel setbacks in compliance with the R-7 District standards, and shows the location of existing and proposed streets and sidewalks. Improvements include development and dedication of 35th Court, sidewalks along the 35th Court and Lake Road frontages, sewer, water, and storm drainage facilities.

B. Compliance with Comprehensive Plan Criteria

Comprehensive Plan conformity has been addressed by the applicant on pages 4 to 6 of Exhibit 3. Applicable Comprehensive Plan policies and objectives are found within the Land Use - Chapter 4, and Transportation, Public Facilities and Energy Conservation - Chapter 5, of the Comprehensive Plan. Transportation, Public Facilities, and Energy Conservation Chapter findings have been addressed by the applicant on pages 4 and 5 of Exhibit 3. The application was submitted on April 17, 1997 and deemed complete on August 7, 1997. Since submittal, the City adopted a revised Transportation Chapter of the Comprehensive Plan, (Ordinance 1820), which became effective on August 15, 1997. Because the application was deemed complete prior to the effective date of Ordinance 1820, the applicant's findings address the former Transportation Chapter criteria.

Transportation Element - Objective 3 Policies are met by the provision of transportation improvements including roadway and sidewalk improvements. Public Facilities Element - Objective 6 Policies are met by the provision of adequate public facilities including a storm sewer collection system. Objective 8 Policies will be met by the provision of fire access and turn around constructed Fire Department specifications. Finally, Energy Element - Objective 1 Policies are met by increasing density on land adjacent to a transit corridor and by infilling land to take advantage of previously constructed facilities.

The proposal is also consistent with Land Use Chapter Objective 2 Policies which promote higher density residential uses close to major streets and transportation facilities. The applicant notes that the subdivision is designed so that lot frontages would be oriented away from the adjacent R-10 zoned parcels, and that by providing a dead-end street potential traffic impacts to the surrounding neighborhood will be mitigated.

NEIGHBORHOOD ASSOCIATION COMMENTS:

The Lake Road Neighborhood District Association Land Use Committee has submitted comments for consideration (Exhibit 4). These comments were forwarded to the City Engineer, Fire Marshal and the applicant. These comments primarily address the proposed subdivision design and are being considered by the Planning Commission in their review of the subdivision proposal.



CITY OF MILWAUKIE COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT - Blazer Homes ZC 97-01

October 7, 1997

Page 4

CONCLUSION:

The Zoning Map Amendment, as detailed above, is consistent with the City's Comprehensive Plan and Zoning Regulations. Staff suggests that the City Council accept the Planning Commission recommendation and approve Zoning Map Amendment ZC-97-01, based on the following findings:

FINDINGS FOR ZC 97-01

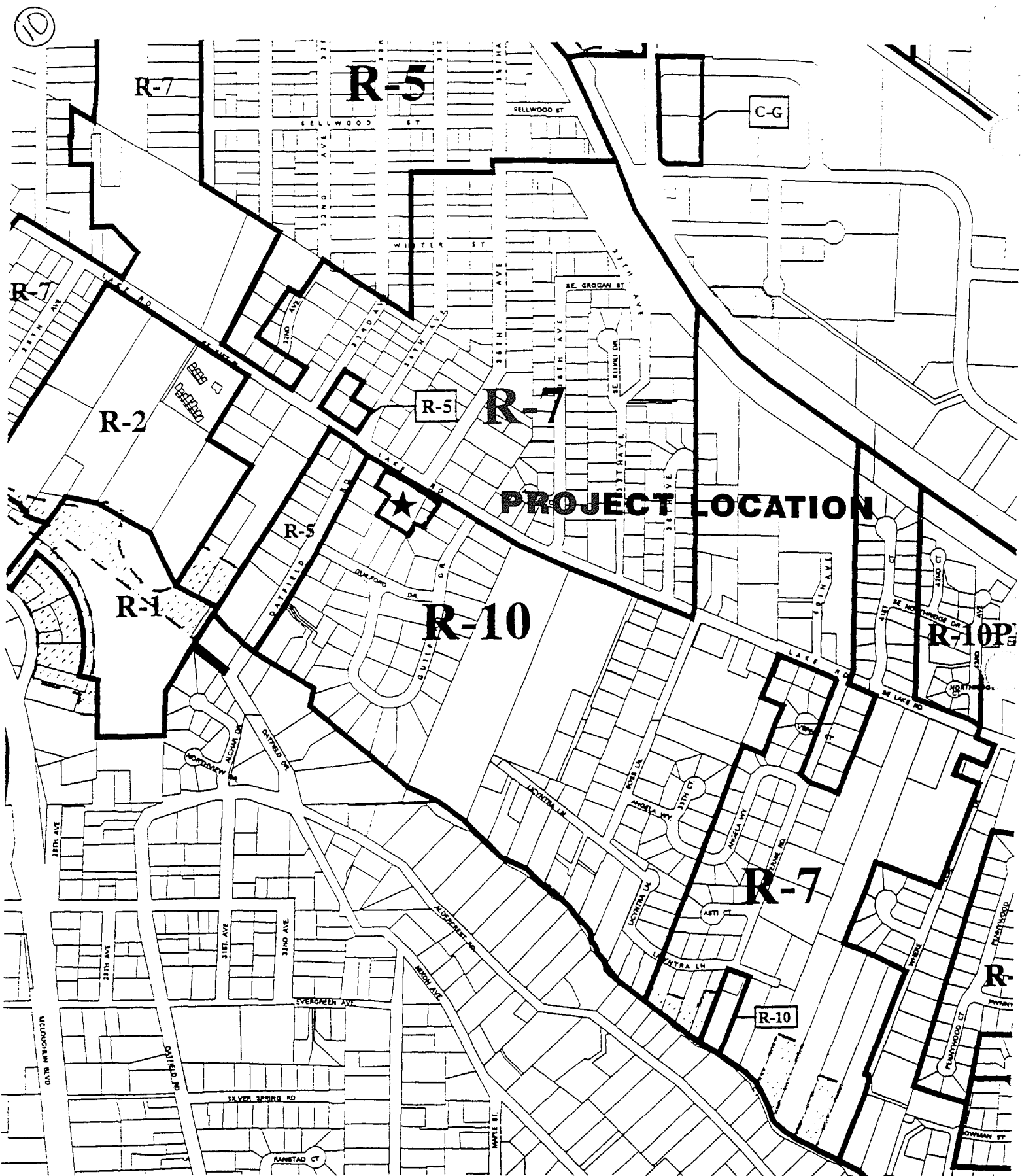
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5. The applicant has provided a detailed site plan which shows proposed compliance with the development regulations of the R-7 Zoning District. The applicant's plans also demonstrate that adequate public facilities are available or can be provided as part of this request. Additionally, the subdivision is designed so that lot frontages would be oriented away from the adjacent R-10 zoned parcels, and

that by providing a cul-du-sac, potential traffic impacts to the surrounding neighborhood will be mitigated.

6. The proposal has been referred to the appropriate State and regional agencies. The proposal complies with Metro's 2040 Urban Growth Boundary infill policies and State Goals 3 and 14 which promote the preservation of agricultural lands by encouraging urban infill.

EXHIBITS:

1. Location Map
2. Proposed Subdivision Tentative Plat
3. Applicant's Zoning Amendment and Subdivision Findings
4. Lake Road Neighborhood Association Comments.



City of Milwaukee Community Development Department

Title: Location Map Submitted by: Steff Date: 9.1.97 # Pages: 1
 File Numbers: 2C97-01 597-01 Applicant: Blazer Homes Exhibit #: 1





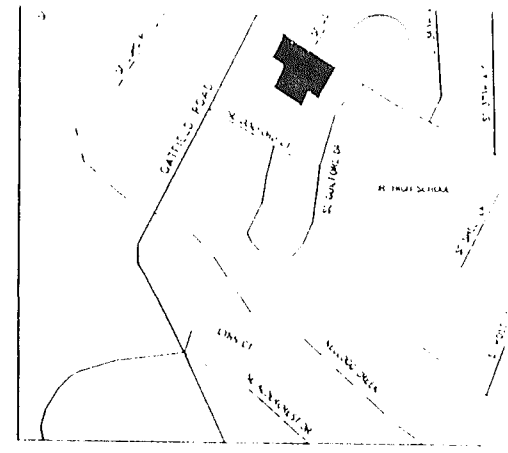
R-5

R-7

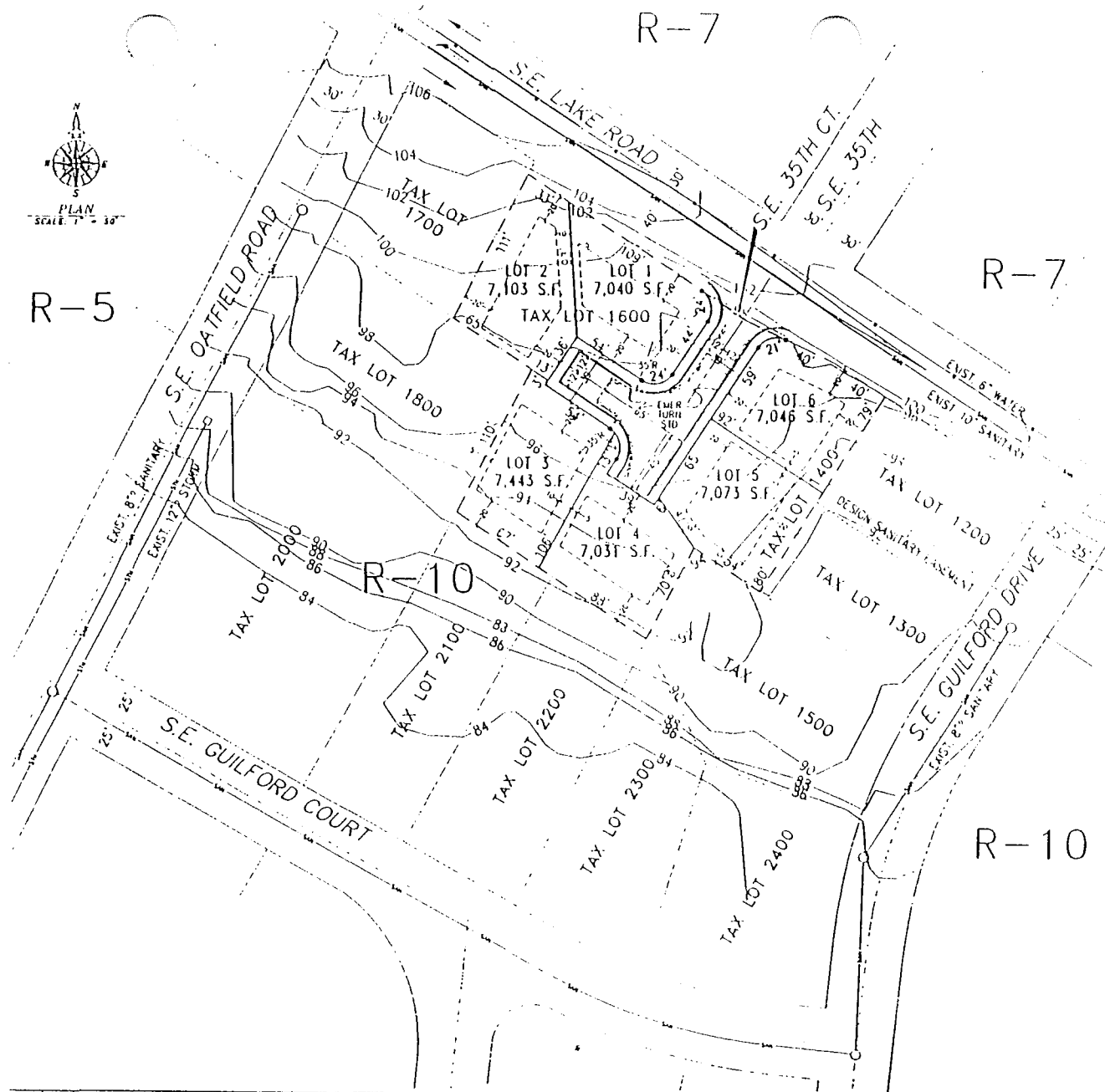
R-7

R-10

R-10



VICINITY MAP
SCALE 1" = 400'



- LEGAL: IS 1E 100'. TAX LOTS 1200, 1400, 1600
- SIZE: TAX LOT 1200 - 0.12 ACRES OR 0.20 ACRES
 TAX LOT 1400 - 0.10 ACRES
 TAX LOT 1600 - 0.98 ACRES
 - 1.18 TOTAL ACRES
- ZONING: CURRENT R-10, REQUESTING CHANGE TO R-7
- NOTES:
1. NO PROPOSED ERECTION RESTRICTIONS
 2. FRONTAGE IMPROVEMENTS TO LAKE RD COMPLETED AT TIME OF SUBDIVISION CONSTRUCTION
 3. NO ADJACENT PARCELS UNDER SAME OWNERSHIP
 4. TOPOGRAPHIC DATA SOURCE: CITY OF MILWAUKIE

REC
 AUG
 1997

EXHIBIT "B"
 PRELIMINARY SUBDIVISION PLAN

DATE	1997
BY	
CHECKED	
DATE	

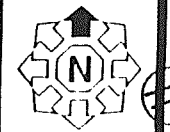
COMPASS CORPORATION
 ENGINEERING SURVEYING PLANNING
 17152 S.W. UPPER BOONES FERRY ROAD
 DURHAM, OREGON 97224
 PHONE: 598-3992

BLAZER COURT
 OATFIELD/LAKE ROAD
 MILWAUKIE, OREGON

City of Milwaukie Community Development Department

Title: Tentative Plat Submitted by: Applicant Date: Aug. 7, 1997 # Pages: 1

File Numbers: ZC 97-01 S97-01 Applicant: Blazer Homes Exhibit #: 2



12

LAKE ROAD ESTATES
ZONE CHANGE
LOT LINE ADJUSTMENT
and
SUBDIVISION APPLICATION NARRATIVE

Submitted:
April 17, 1997

City of Milwaukie Community Development Department

Title: Applicant's Findings Submitted by: Applicant Date: 4/17/97 # Pages: 23
File Numbers: 2C 97-01 597-01 Applicant: Blazer Homes Exhibit #: 3



LAKE ROAD ESTATES
ZONE CHANGE, LOT LINE ADJUSTMENT &
SUBDIVISION APPLICATIONS NARRATIVE

APPLICANT: Blazer Homes
17152 SW Upper Boones Ferry Road
Durham, OR 97224

APPLICANT'S
REPRESENTATIVE: Compass Corporation
6564 SE Lake Road
Milwaukie, OR 97222

LOCATION: Lake Road Estates is located on the south
side of SE Lake Road and east of SE
Oatfield Road in southern Milwaukie.

LEGAL
DESCRIPTION: Assessor's Map 1S-1E-36DC
Tax Lots 1200, 1400 & 1600

SITE AREA: Tax Lot 1200 – 0.12 of 0.26 Total Acres
Tax Lot 1400 – 0.10 Acres
Tax Lot 1600 – 0.96 Acres

ZONING: Current R-10
Requesting Zone Change to R-7

COMP. PLAN
DESIGNATION: Low Density Residential

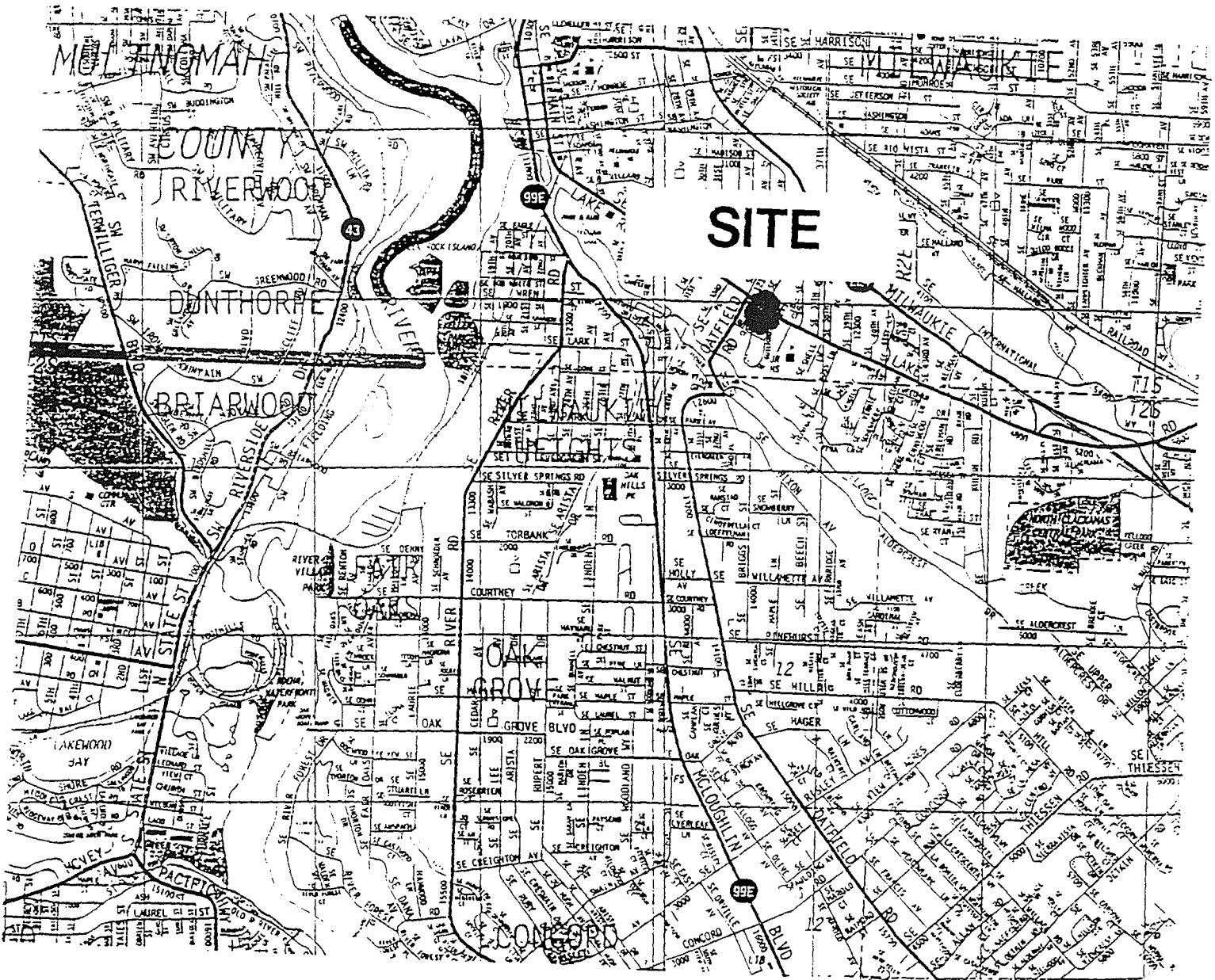
APPROVAL
CRITERIA: City of Milwaukie Subdivision Ordinance
Section 17.16.010-17.16.050
Section 17.16.070 & Chapter 17.28
City of Milwaukie Zoning Ordinance
Section 903
Section 905
Section 1003

APPLICANT'S
REQUESTED
APPROVAL: Zone Change, Lot Line Adjustment and
Preliminary Subdivision Plat Approval for six
(6) lots.

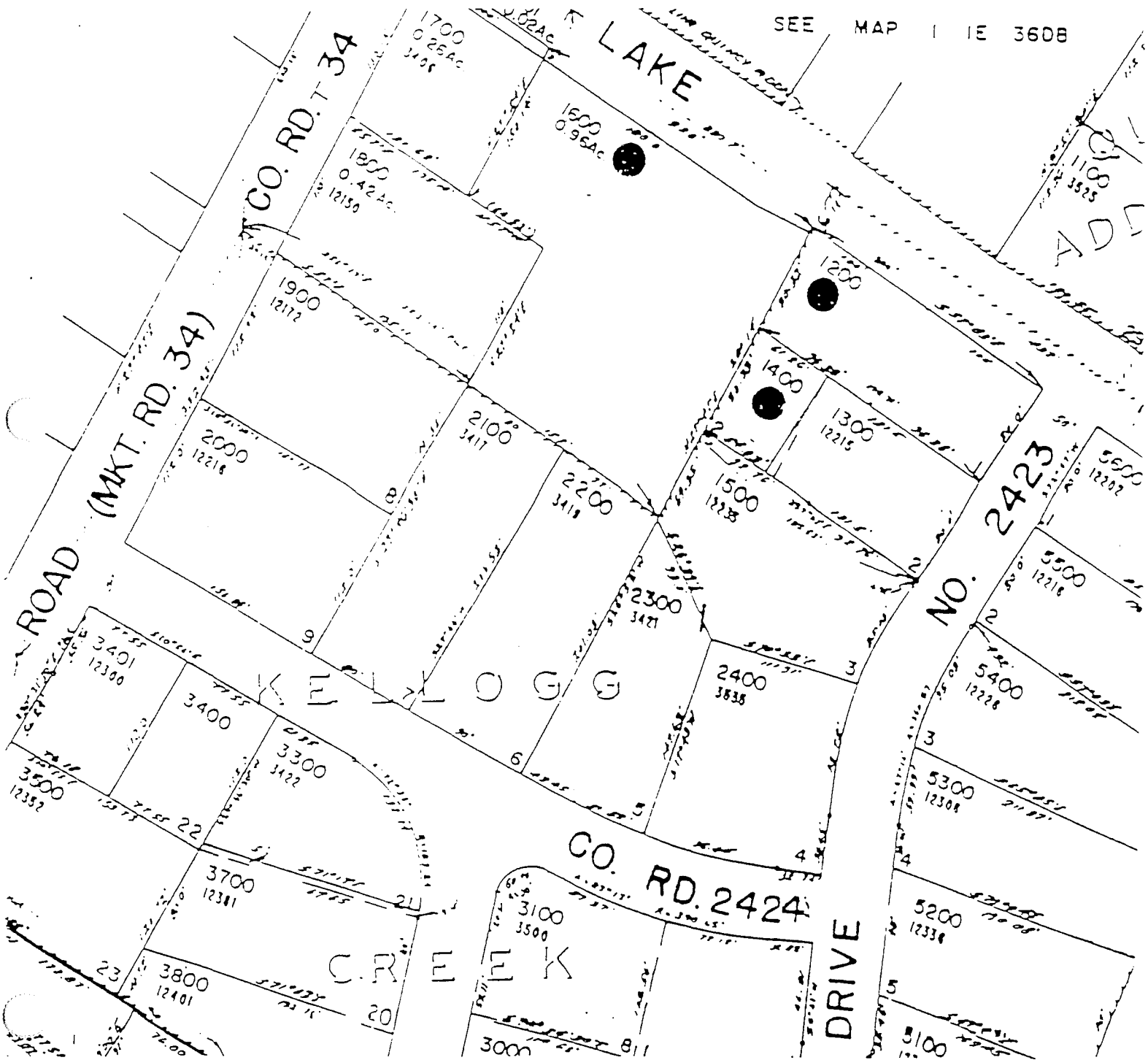
TABLE OF CONTENTS

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City of Milwaukie Zoning Ordinance Findings	
Section 903	
Section 905	
Section 1003	2-7
City of Milwaukie Subdivision Ordinance Findings	
Section 17.16.010-17.16.050	
Section 17.16.070	
Chapter 17.28	
ORS 92.050 and 92.060	8-17
 SUPPLEMENTAL MAPS, ILLUSTRATIONS AND EXHIBITS	 <u>SIZE</u>
Site Vicinity Map	8.5" x 11"
Clackamas County Tax Assessor Map of Subject Properties	8.5" x 11"
Exhibit A – Proposed Lot Line Adjustment	8.5" x 11"
Exhibit B - Preliminary Subdivision Plat of Subject Properties	(12 Copies) 18" x 24"

SITE VICINITY MAP



ASSESSOR MAP OF SUBJECT PROPERTIES



17



SCALE 1" = 60'

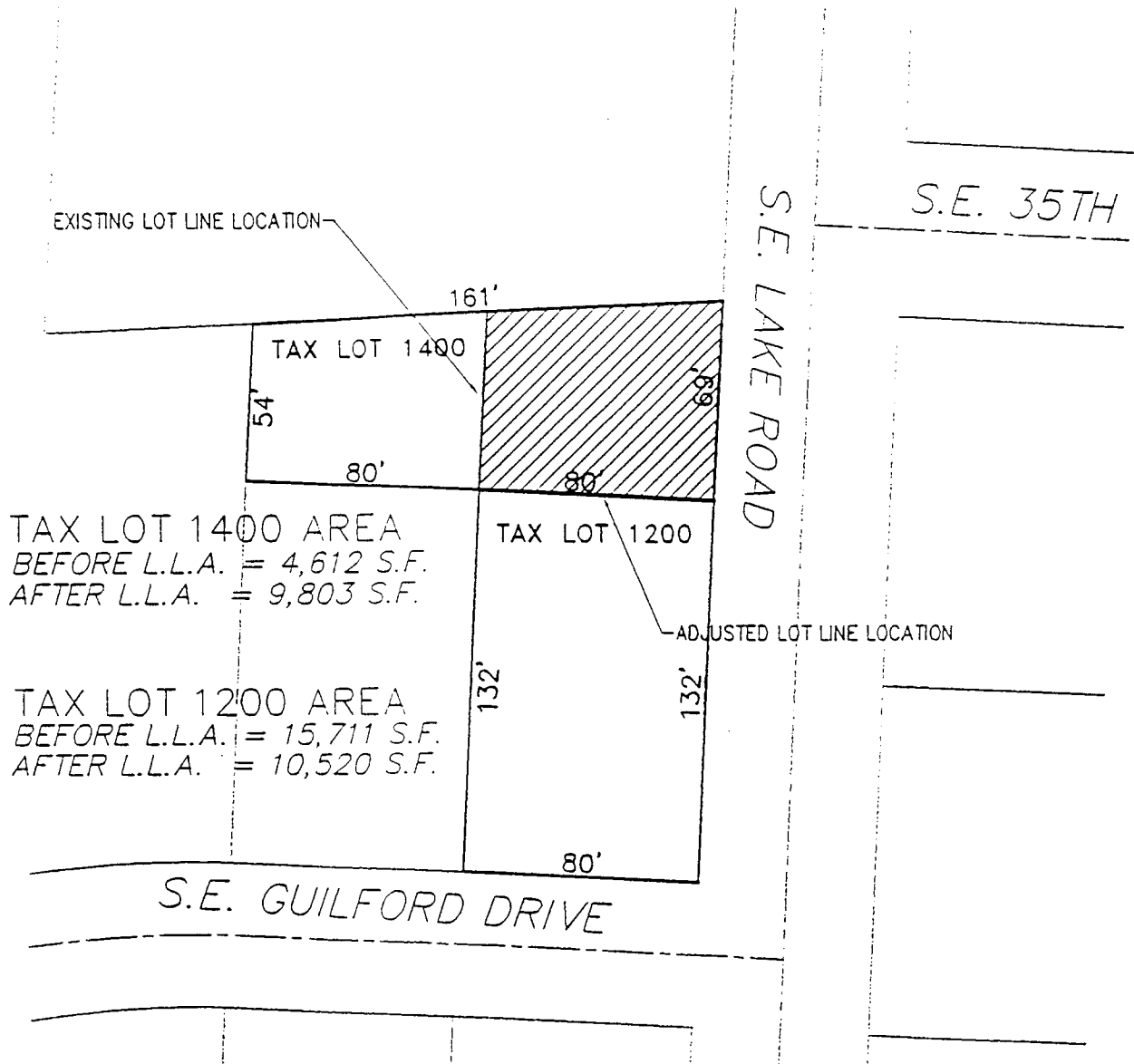


EXHIBIT A

COMPASS CORPORATION

ENGINEERING • SURVEYING • PLANNING

6564 S.E. Lake Rd.

Milwaukie, Oregon 97222

(503) 653-9088 tel.

(503) 653-9085 fax

LOT LINE ADJUSTMENT

BETWEEN TAX LOT 1400 AND TAX LOT 1200

PROJECT DESCRIPTION

This project requests approval from the City of Milwaukie for a total of three land use applications: a zone change application from the current R-10 zone to a R-7 zoning designation, a lot line adjustment application, and a six lot subdivision application.

Zone Change

The zone change from R-10 to R-7 is necessitated by a combination of: (i) the lot design standards presently required by the city involving lot width, depths and area, (ii) the subject properties' existing property line configuration, dimensions and access availability, and (iii) the financial economies of scale involved in constructing infill, single-family residential projects.

Lot Line Adjustment

Exhibit A, included with this submittal package, is a drawing illustrating the lot line adjustment submitted for approval. The lot line adjustment depicted on Exhibit A reconfigures one of the subject properties and an adjacent parcel to allow for the orderly and logical division of the subject properties into a total of six lots. Specifically, the adjustment will reduce Tax Lot 1200, adjacent on the east of the subject properties, from a 0.50 acre parcel to a 0.25 acre parcel and will enlarge Tax Lot 1400, one of the properties owned by the applicant, from 0.25 acres to a total of 0.50 acres. The area and dimensional standards of the underlying zones for both Tax Lot 1200 and Tax Lot 1400 upon approval of this lot line adjustment are satisfied.

Subdivision

Exhibit B, included with this submittal package, is the preliminary subdivision plat of the subject properties into a total of six (6) lots. The configuration of the preliminary subdivision plat reflects both the rezoning of the subject properties to R-7 and the relocated lot lines proposed for approval, see Exhibit A. Access to the site will be provided via a new public street intersecting SE Lake Road and serving as an extension of the existing SE 35th Avenue. This street will be approximately 120 feet in length and terminate in a "hammerhead" turnaround configuration. Given the reduction in lot size when rezoned to R-7, this proposed subdivision of the subject properties will have minimal impacts on the existing single family residences which surround the project while at the same time contributing towards the current regional goal of fully utilizing land available within the existing Urban Growth Boundary.



FINDINGS

CITY OF MILWAUKIE ZONING ORDINANCE

The City of Milwaukie's land use application process requires various sections of the zoning ordinances be addressed by the applicant. As proposed, the zone change application, lot line adjustment application and the six (6) lot subdivision application involved in this submittal package satisfy the following applicable sections of the Milwaukie Zoning Ordinances:

903 *REQUIREMENTS FOR ZONING MAP AMENDMENTS*

903.1 *Proposals for Zoning Map amendments meet provide evidence that all requirements of this Ordinance relative to the proposed use or uses are satisfied, in addition to addressing the following:*

A. *Applicable requirements of Section 1003.*

PROPOSED FINDING:

The applicable requirements of Section 1003 are addressed herein below.

B. *Reasons for requesting the Zoning Map amendment.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the reasons for requesting a zoning map amendment from R-10 to R-7 for the subject properties include a combination of the following factors: (i) the lot design standards presently required by the city involving lot width, depths and area, (ii) the subject properties' existing property line configuration, dimensions and access availability, and (iii) the financial economies of scale involved in constructing infill, single-family residential projects.

C. *Description of existing site conditions, including but not limited to, topography, public facilities and service, natural hazards, natural areas or open space, historic sites, transportation, current uses of the subject site, and current zoning of the subject site.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the 18" x 24" preliminary subdivision plat included with this application submittal package, and labeled "Exhibit B", depicts the existing

topography, location of existing public facilities and services, the existing transportation network surrounding the subject properties and the current zoning. Currently, the subject properties are vacant parcels and do not involve any designation natural hazards, natural areas, open space or historic sites.

D. Description of the intended use or uses.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the intended use of the subject properties as proposed through this application submittal package is to create a total of six (6) detached single family residential homesites through the City of Milwaukie’s approval of a zone change, lot line adjustment and subdivision.

E. Identification on a detailed site plan of public facilities both existing and proposed, existing and proposed structures and site development details including display of setback and other zoning standards compliance information, and an indication of mitigation or other measures proposed for purposes of health, safety, or welfare within the community.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the 18” x 24” preliminary subdivision plat included with this application submittal package, and labeled “Exhibit B”, details the existing and proposed public improvements and facilities in satisfaction of the City of Milwaukie preliminary subdivision plat submittal requirements. In addition, a building envelope meeting the minimum setback requirements for the R-7 zone is displayed for each of the six (6) lots proposed on Exhibit B. Both the proposed lot design, which orients the proposed lots away from existing surrounding residences, and the separate access onto S.E. Lake Road, which does not provide for connection to the surrounding local streets, serve to mitigate the impacts of this infill development project upon the health, safety and welfare of the community.

F. The approval criteria of Section 905.

PROPOSED FINDING:

The approval criteria of Section 905 are addressed herein below.

905 APPROVAL CRITERIA FOR ALL AMENDMENTS

905.1 For all proposals, the applicant shall have the burden of proof regarding the following criteria:

- A. *The proposed amendment must conform to applicable Comprehensive Plan goals, policies, and objectives and be consistent with the provisions of City ordinances.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the proposed zoning amendment from R-10 to R-7 on the subject properties conforms with the following applicable Comprehensive Plan goals and policies:

CHAPTER 4 - LAND USE

Objective #4 - Neighborhood Conservation

Policy #5

- *Within Low Density areas, new projects will maintain a single family building bulk, scale and height when abutting existing single family areas, or when abutting a street where existing single family houses face the project.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this policy, this zone amendment application proposes no change to the land use that will occur on the subject properties, namely detached single family residences. Therefore, the bulk, scale and height of the buildings to be constructed on the subject properties will maintain the single family residential character of the surrounding area.

CHAPTER 5 - TRANSPORTATION, PUBLIC FACILITIES AND ENERGY CONSERVATION

Objective #3 - Community Development

Policy #2

Public facilities improvements should be made as properties develop. These improvements shall be consistent with the land use map and Public Facilities Plan.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this policy, this application package includes improvements to public facilities through the development of the subject properties.

CHAPTER 5 - TRANSPORTATION, PUBLIC FACILITIES AND ENERGY CONSERVATION

Objective #6 - Drainage and Streets

Policy #3

New development will be designed to limit storm drainage

runoff outside project boundaries, or will provide a storm drainage and collection system within the project.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this policy, this application package will provide a storm sewer collection system within the project with discharge to an acceptable outfall.

CHAPTER 5 - TRANSPORTATION, PUBLIC FACILITIES AND ENRGY CONSERVATION

Objective #8 - Police & Fire Services

Policy #5

The City will ensure that streets are of high structural quality, sufficient width, and are well maintained to allow access of emergency and service equipment.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this policy, the new street configuration proposed for construction through this application package will meet City of Milwaukie requirements with regards to structural quality and maintenance. The proposed right-of-way width and street design with regards to emergency vehicle access meet or exceed minimum jurisdictionally acceptable configurations.

CHAPTER 5 - TRANSPORTATION, PUBLIC FACILITIES AND ENRGY CONSERVATION

Objective #1 - Land Use

Policy #1

Through its Land Use Chapter policies, the City will encourage the following:

- In-filling of developable lands in order to take advantage of previously constructed public facilities and services.*
- Location of industries and employment centers in close proximity to local neighborhood, providing nearby employment opportunities. Potential to reduce long community trips is thereby established,*
- Increased density and intensity of residential development in areas adjacent to transit corridors, employment and commercial centers.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this policy, this zoning amendment application seeks to infill developable land in order to take advantage of previously constructed public facilities and



services. The proposed street takes access onto an existing roadway, namely S.E. Lake Road, while the sanitary and storm sewers being constructed to serve the subject properties take advantage of existing and available public facilities located off-site.

- B. *The anticipated development must meet the intent of the proposed zone, taking into consideration the following factors: site location and character of the area, the predominant land use pattern and density of the area, the potential for mitigation measures adequately addressing development effects, any expected changes in the development pattern for the area, the need for uses allowed by the proposed zone amendment, and the lack of suitable alternative sites already appropriately zoned for the intended use or uses. The Planning Commission and City Council shall use its discretion to weight these factors in determining the intent of the proposed zone.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the 18" x 24" preliminary subdivision plat included with this application submittal package, and labeled "Exhibit B", illustrates how the development anticipated for the subject properties meets the intent of the proposed R-7 zone. Currently, zoning of the area surrounding the subject properties includes R-10, R-7 and R-5 with the predominant land use being detached single family residences. The design and layout of the preliminary subdivision plat orients the proposed lot frontages away from the existing R-10 zoning and does not provide for any additional street connections to the surrounding local street network in an attempt to mitigate impacts on the adjacent residences. In this case, the lack of suitable alternative sites already appropriately zoned for the intended use was not the basis for requesting a zone change from R-10 to R-7. Instead, in an attempt to provide infill development, the subject properties necessitate the change in zoning due to: (i) the lot design standards presently required by the city involving lot width, depths and area, (ii) the subject properties' existing property line configuration, dimensions and access availability, and (iii) the financial economies of scale involved in constructing infill, single-family residential projects.

- C. *The proposed amendment will meet or can be determined to reasonably meet applicable, regional, State, or federal regulations.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the rezoning of the subject properties from R-10 to R-7 provides the City of Milwaukie an opportunity to amend their zoning districts in accordance with current regional regulations involving increased densities and maintenance of the Urban Growth Boundary, as well as and current state regulations involving preservation of high-value farmland to allow infill development to occur through a six (6) lot subdivision.

- D. *The proposed amendment demonstrates that existing or planned public facilities and services can accommodate anticipated development of the subject site without significantly restricting potential development within the affected service area.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the existing public facilities available to serve the subject properties have been sized to accommodate the City of Milwaukie’s designated densities for the entire surrounding area. Given that the change of zoning to R-7 on the subject properties will allow for the creation of only two (2) lots more than allowed for by the R-10 zone, the present facilities sizing and underutilized capacities will be adequate to accommodate the proposed zone change on the subject properties.

SECTION 1003 FORM OF PETITIONS, APPLICATIONS, AND APPEALS

All petitions, applications and appeals provided for in this Ordinance shall be made on forms prescribed by the City. Applications shall be accompanied by plans and specifications, drawn to scale, showing the actual shape and dimensions of the lot to be built upon, the sizes and locations on the lot of the buildings and other structures, existing and proposed, the existing and intended use of each building, structure or part thereof, the number of families, if any, to be accommodated thereon, and such other information as is needed to determine conformance with this Ordinance.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the 18” x 24” preliminary subdivision plat included with this application submittal package, and labeled “Exhibit B”, depicts the information and details as required by the City of Milwaukie ordinances. In addition, each of the six (6), detached single-family lots created by this subdivision application are expected to accommodate one family each.



CITY OF MILWAUKIE SUBDIVISION ORDINANCE

The City of Milwaukie land use application process requires the applicant address various sections of the subdivision ordinance. As proposed, the zone change application, lot line adjustment application and the six (6) lot subdivision application satisfy the following applicable sections of the Milwaukie Subdivision Ordinances:

CHAPTER 17.16 - PRELIMINARY PLAT

17.16.010. Submission of plans. The subdivider shall prepare a preliminary plat and such improvement plans and other supplementary material as may be required to indicate the general objectives of the development. The subdivider shall submit twelve copies of the preliminary plat to the Public Works Director at least twenty-five days prior to the Planning Commission meeting. A filing fee, as determined from time to time by resolution of the City Council, shall be paid by the subdivider upon submission of the preliminary plat.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the twelve (12) copies of the required materials and information are submitted with this subdivision application. The filing fees were paid with submission of this application package.

- 17.16.020. Scale.*
- 17.16.030. Required information.*
- 17.16.040. Existing conditions shown on plat.*
- 17.16.050. Proposed plan of land partitioning.*
- 17.16.070. Supplemental information.*

PROPOSED FINDING:

The data and information required by these sections applicable to the subject properties are included on Exhibit B, the preliminary subdivision plat, included with this application submittal package. The following requirements are not applicable to or not present on the subject properties: railroad right-of-ways, areas subject to inundation or stormwater overflow, watercourses, floodway and floodplains. In addition, no deed restrictions are proposed for the six (6) residential lots created by this subdivision application.

CHAPTER 17.28. DESIGN STANDARDS

17.28.010. Conformity of subdivision. *The subdivision shall conform with any development plans of the City and shall take into consideration any preliminary plans made in anticipation thereof. The subdivision shall conform with the requirements of State laws and with the standards established by the City.*

PROPOSED FINDING:

The applicant has taken into consideration all information requested to be considered by City of Milwaukie staff and is not aware of any additional development plans of the City for the subject properties.

17.28.020. Streets.

A. *General. The location, width, and grade of streets shall be considered in relation to existing and planned streets, to topographical conditions, to public convenience and safety, and to the proposed use of the land served by the streets. The street system shall assure an adequate traffic circulation system. Intersection angles, grades, tangents, and curves shall be appropriate for the traffic to be carried and to the terrain. Where their location is not shown in a development plan, the arrangement of streets in a subdivision shall either:*

1. *Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or*
2. *Conform to a plan for the neighborhood approved or adopted by the Planning Commission to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical.*

PROPOSED FINDING:

All six of the residential lots created through this subdivision application will take access onto S.E. Lake Road, an existing public right-of-way. A new street is proposed within a thirty-nine (39) foot right-of-way of approximately 120 feet in length ending in a "hammerhead" turnaround configuration.

~~B. *Transportation improvements. Transportation improvements shall meet the following standards listed in Table 17.28.020.*~~

SEE EXHIBIT 5

PROPOSED FINDING:

In satisfaction of the standards listed in Table 17.28.020, this application is prepared to dedicate up to a total of five (5) feet of additional right-of-way along Tax Lot 1400's SE Lake Road frontage.

C. *Reserve strips. Reserve strips controlling the access to streets will not be approved unless they are necessary for the protection of the public welfare or of substantial property rights, and in these cases they may be required. The control and*

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disposal of the land composing such strips shall be placed within the jurisdiction of the City under conditions approved by the Planning Commission.

PROPOSED FINDING:

Due to the subject properties configuration and the surrounding existing development pattern, this subdivision application is proposed to be served by an approximately 120 foot long public street which will not involve reserve strips to control access to SE Lake Road.

D. Alignment. All streets other than access streets or cul-de-sacs as far as practical shall be in alignment with existing streets by continuations of the centerline thereof. In the case of access streets, jogs creating "T" intersections shall have centerline offsets of not less than two hundred fifty feet.

SEE EXHIBIT 5

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the public street proposed to serve this subdivision is designed and located to create a four way intersection with the existing SE 35th Avenue and SE Lake Road intersection. There are no "T" intersections proposed through this application.

E. Future extension of streets. Where necessary to give access to or permit satisfactory future subdivision of adjoining land in the opinion of the Planning Commission, streets shall be extended to the boundary of the subdivision and the resulting dead-end streets may be approved without a turnaround. Consideration shall be given to grades permitting continuation. Reserve strips may be required to preserve the objectives of street extensions.

PROPOSED FINDING:

The subdivision proposed through this application will be served by an approximate 120 foot long public street. Due to existing development patterns surrounding the subject properties, opportunities for future extension of the street proposed through this application are limited or not necessary due to the satisfactory access presently provided by the established street system.

F. Intersection angles. Streets shall be laid out to intersect at an angle as near to a right angle as practical, but in no case less than sixty degrees, unless there is a special intersection design. Right-of-way lines at street intersections shall have a minimum corner radius of fifteen feet.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section the extension of SE 35th Avenue serving the subject properties will intersect SE Lake Road at a right angle and the right-of-way will have a minimum corner radius of fifteen feet.

SEE EXHIBIT 5

G. Existing streets. Whenever existing streets adjacent to or within a tract are of inadequate width, additional right-of-way shall be provided at the time of subdivision.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, this subdivision application is prepared to dedicate up to five (5) feet of right-of-way along Tax Lot 1400's S.E. Lake Road frontage.

H. Half-streets. Half-streets, while generally not acceptable, may be approved where essential to the reasonable development of the subdivision, when in conformity with the other requirements of these regulations, and when the Planning Commission finds it will be practical to require the dedication of the other half when the adjoining property is subdivided. Whenever a half-street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract. Reserve strips and street plugs may be required to protect the objectives of a halfstreet.

PROPOSED FINDING:

There are not half-streets proposed within the subject properties through this application. The applicant is prepared to construct half-street improvements along the subject properties' SE Lake Road frontage as per discussion with city staff at the pre-application meeting.

I. Cul-de-sacs. Cul-de-sacs shall only be provided when no opportunity exists for creating a through street connection. A street ending in a cul-de-sac shall have a maximum length of 400 feet, measured from the cross street right-of-way to the end of the cul-de-sac.

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no cul-de-sacs are proposed through this subdivision application.

J. Street names. No street name may be used which will duplicate or be confused with the name of an existing street. Street names and numbers shall conform to the established pattern in the city and shall be subject to the approval of the Planning Commission.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the public street proposed through this subdivision application shall conform to the established pattern in the city as the new street is an extension of the existing SE 35th Avenue.

K. Street grades. Grades shall not exceed six percent on arterial streets, three percent on minor arterial streets, ten percent on collectors and fifteen percent on local or

any other street or driveway. In flat areas allowances shall be made for finished street grades having a minimum slope of 0.5 percent.

PROPOSED FINDING:

The only street construction that will occur as a result of this subdivision application is the extension of SE 35th Avenue for a length of approximately 120 feet. The topography of the subject properties will not cause this local street to exceed fifteen percent grade in satisfaction of the applicable provisions of this section.

L. Street curves. Centerline radii of curves shall not be less than three hundred feet on arterial streets, one hundred fifty feet on collector streets, or seventy-five feet on other streets. On arterial streets there shall be a tangent of not less than one hundred feet between curves.

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that the public street proposed through this subdivision application does not involve street curves.

M. Streets adjacent to railroad right-of-way. Whenever the proposed subdivision contains or is adjacent to a railroad right-of-way, provision shall be required for a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the land between the streets and the railroad. The distance shall be determined with the due consideration at cross streets of the minimum distance required for approach grades to a future grade separation and to provide sufficient depth to allow screen plantings along the railroad right-of-way.

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no streets adjacent to railroad right-of-ways are proposed through this subdivision application.

N. Frontage streets. Where a subdivision abuts or contains an arterial street, the Planning Commission may require frontage streets, reverse frontage lots with suitable depth, screen plantings contained in a nonaccess reservation along the rear or side property line, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, all six (6) lots proposed through this subdivision application are designed and located to take vehicular access from the proposed extension of SE 35th Avenue, a local street, thereby affording separation of through traffic on SE Lake Road, a minor arterial.

O. Alleys. Alleys may be provided in commercial and industrial districts, unless other permanent provisions for access to off-street parking and loading facilities are made as approved by the Planning Commission. Alley intersections and sharp changes in alignment shall be avoided, but where necessary corners shall be cut off sufficiently to permit safe vehicular movement.

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no alleys are proposed through this subdivision application.

P. Lots in subdivisions shall be arranged so that driveways to less than four lots shall not be allowed unless it can be shown no other alternative is possible.

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that all six (6) residential lots will have frontage on the proposed extension of SE 35th Avenue.

17.28.030. Blocks.

A. General. The length, width, and shape of blocks shall take into account the need for adequate lot size, convenient access, circulation, and traffic safety, and shall recognize the limitations of the topography.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the six (6) residential lots being created through this subdivision application are located and designed taking into account the need for adequate lot size, convenient access, circulation and the limitations of the subject properties topography and configuration.

B. Size. No block may be more than eight hundred feet in length between intersecting streetlines unless it is adjacent to an arterial street or unless the topography or the location of adjoining streets justifies an exception. The average perimeter of blocks formed by streets shall not exceed 1,600 feet, except where street location is restricted by natural topography, wetlands, or other bodies of water.

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no new blocks are being created.

17.28.040. Easements.

A. *Utility lines. Easements for sewers, water mains, electric lines, or other public utilities shall be dedicated wherever necessary. The easements shall be at least ten feet wide and centered on rear or side lot lines.*

PROPOSED FINDING:

Due to the fact that all six (6) new residential lots created through this subdivision application will have frontage onto the proposed extension of SE 35th Avenue the majority of utilities will be available from the public right-of-way. A stormwater easement is proposed across Lot #2 which will continue west off-site through a negotiated easement on Tax Lot 1800 to the existing facilities located in SE Oatfield Road. Sanitary sewer service will be obtained by easement on Tax Lot 1200 to Guilford Drive.. The applicant is prepared to dedicate additional utility easement if determined necessary.

B. *Watercourses. If a subdivision is traversed by a watercourse such as a drainage way, channel, or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of the watercourse, and such further width as will be adequate for the purpose of including construction and maintenance. Streets, parkways, bicycle ways or pedestrian ways parallel to major watercourses may be required.*

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no watercourses are present on the subject properties..

C. *Pedestrian ways. In any block over 600 feet in length between intersecting street lines, a pedestrian way with a minimum right-of-way width of 15 feet shall be improved to a minimum width of ten feet and paved with a hard surface material. In new developments, pedestrian ways shall not be considered as a substitute for a full street connection that provides access for motor vehicles, bicycles, and pedestrians. When desirable for public convenience, pedestrian ways may be required to connect to cur-de-sacs or to pass through oddly shaped blocks. The subdivider shall install sidewalks through all pedestrian ways in conformity with standards of the City.*

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no new blocks are being created.

17.28.050. Lots.

A. *Size and shape. Lot size, width, shape, and orientation shall be appropriate for the location of the subdivision and for the type of use contemplated. Minimum lot standards shall conform to the City Zoning Ordinance. In areas that are not served by a public sewer, minimum lot sizes shall be not less than the requirements for the*

proper installation of a sewage disposal system before a building permit will be issued.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, all lots created through this subdivision application meet the lot size, width, shape and orientation appropriate for the subject properties. The provisions of Section 302 from the City of Milwaukie Zoning Ordinance are addressed herein below. Public sewer is available to serve the subject properties.

B. Access. Each lot shall abut upon a public street other than an alley for a width of at least thirty-five feet except for flag lots and lots for interior dwellings of single-family attached, town house, and condominium complexes.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, all lots created through this subdivision application have at least 35 feet of frontage upon a public street other than alley. There are no flag lots proposed through this subdivision application.

C. Lot sidelines. The sidelines of lots, as far as practicable, shall run at right angles to the street upon which the lots face, or on curved streets, shall be radial to the curve.

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, the sidelines of the lots being created run at right angles to the street upon which the lots face, namely SE 35th Avenue, as far as practicable given the subject properties configuration.

D. Double frontage. Double frontage and reversed frontage lots should be avoided except where essential to provide separations of residential development from railroads, traffic arteries, adjacent nonresidential uses, or to overcome specific disadvantages of topography and orientation.

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no double frontage lots are proposed.



17.28.060. Public open spaces.

A. *Due consideration shall be given by the subdivider to the allocation of suitable areas for schools, parks, and playgrounds to be dedicated for public use.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, due consideration was given to the listed public open spaces. However, due to the subject properties configuration and limited area, no suitable areas were available for dedication as public use except the public street right-of-way.

B. *Where a proposed park, playground, or other public use shown in a development plan adopted by the City is located in whole or in part in a subdivision, the Planning Commission may require the dedication or reservation of such area within the subdivision.*

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no adopted City public uses are located on the subject properties.

C. *Where considered desirable by the Planning Commission, and where a development plan of the City does not indicate proposed public use area, the Planning Commission may require the dedication or reservation of areas or sites of a character, extent, and location suitable for the development of parks and other public use.*

PROPOSED FINDING:

In satisfaction of the applicable provisions of this section, when due consideration is given to character, extent and location it is determined that the proposed development plan for the subject properties does not allow for or require public uses.

D. *If the subdivider is required to reserve land area for park, playground, or other public use, such land shall be acquired by the appropriate public agency within eighteen months following plat approval, at a price agreed upon prior to approval of the plat, or such reservation shall be released to the subdivider.*

PROPOSED FINDING:

Based upon the pre-application meeting on January 7, 1997 with city staff, the subdivision application will not be required to reserve land area for public uses. Therefore, the provisions of this section are not applicable to this subdivision application.

E. *New residential projects will require the dedication of land if the development corresponds to park locations defined in the parks and recreation master plan.*

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no parks locations defined in the parks and recreation master plan are located on the subject properties.

F. In exchange for the dedication of park land, the allowable density on the remaining lands will be increased, so that the overall parcel density remains the same.

PROPOSED FINDING:

The provisions of this section are not applicable to this subdivision application due to the fact that no dedication of park land is proposed or anticipated.

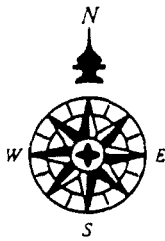
FROM THE ORS:

92.050 Requirements of survey and plat of subdivision and partition.

92.060 Marking certain points of plats of subdivisions and partitions with monuments; specifications of monuments; monuments placed before recording.

PROPOSED FINDING:

The provisions of these sections from the O.R.S. will be satisfied through the survey and final plat process that will occur once preliminary plat approval of this subdivision application has been granted by the City of Milwaukie.



COMPASS CORPORATION

ENGINEERING - SURVEYING - PLANNING

6564 S.E. LAKE ROAD
MILWAUKIE, OREGON 97222

(503) 653-9093
FAX (503) 653-9095

August 7, 1997

Ms. Susan Heiser
Community Development
City of Milwaukie
6101 S.E. Johnson Creek Blvd.
Milwaukie, OR 97206

RE: Revised Preliminary Subdivision Plat for File No. SUB 97-01

Dear Ms. Heiser:

As per our telephone conversation yesterday, enclosed are the following documents to supplement the original application materials submitted on April 18, 1997:

- A. Twelve (12) copies of the revised preliminary subdivision plat for six lots on the subject site. Minor revisions were made to accommodate the actual existing S.E. Lake Road right-of-way width determined during the property line adjustment survey completed for the subject site. As depicted on the revised preliminary subdivision plat, the S.E. Lake Road right-of-way is wider than was portrayed in the original preliminary subdivision plat. This wider right-of-way necessitated the minor reconfiguration of lot lines and relocation of S.E. 35th Court, the local street proposed to serve the subject site, approximately eight feet to the east. The relocation of S.E. 35th Court improves the alignment of this proposed local street with the existing S.E. 35th Street/S.E. Lake Road intersection.
- B. An 8.5" x 11" sheet of the revised preliminary subdivision plat.
- C. A revised City of Milwaukie Subdivision Application Section D sheet reflecting the reconfiguration of the preliminary subdivision plat.

In addition, we determined that three of the code provisions addressed in the original application narrative need to be revised to reflect the modified preliminary subdivision plat. These three sections and revised proposed findings are as follows:

17.28.020. Streets.

B. *Transportation improvements. Transportation improvements shall meet the following standards listed in Table 17.28.020.*

City of Milwaukie Community Development Department

Title: Applicant's Info Submitted by: Applicant Date: 8.7.97 # Pages: 4
File Numbers: ZC 97-01 S 97-01 Applicant: Blazer Homes Exhibit #: 3



PROPOSED FINDING:

Ten (10) feet of public right-of-way was dedicated along the S.E. Lake Road frontage of the subject site in 1986. Therefore, a public right-of-way width of seventy (70) feet currently exists along the subject site in satisfaction of the standards in Table 17.28.020.

17.28.020. Streets.

D. *Alignment. All streets other than access streets or cul-de-sacs as far as practical shall be in alignment with existing streets by continuations of the centerline thereof. In the case of access streets, jogs creating "T" intersections shall have centerline offsets of not less than two hundred fifty feet.*

PROPOSED FINDING:

The revised preliminary subdivision plat relocated the proposed public street serving the subject site approximately eight feet to the east. This relocation brings the centerline of the new local street closer to the centerline of the existing SE 35th/SE Lake Road intersection than the originally submitted preliminary plat. In satisfaction of the applicable provisions of this section, the public street proposed to serve this subdivision is designed and located to align with and create a four way intersection with existing streets as far as practical.

17.28.020. Streets.

G. *Existing streets. Whenever existing streets adjacent to or within a tract are of inadequate width, additional right-of-way shall be provided at the time of subdivision.*

PROPOSED FINDING:

Given the ten (10) additional feet of S.E. Lake Road right-of-way along the subject site frontage, no additional right-of-way dedication along S.E. Lake Road is anticipated to be necessary.

If you have any questions or need additional information, please contact our office.

Sincerely,



Kenneth L. Sandblast



D

OTHER SPECIFIC REQUIREMENTS

A preapplication conference may be desirable or required for this action. Please discuss this with Community Development staff.

Please provide the information requested below.

- The name, phone number, and address of your engineer or surveyor (if appropriate):

Name COMPASS CORPORATION Phone 653-9093

Address 6564 SE Lake Road zip 97222

- Number of total lots proposed 6 Approx. acres 1.18

- Show how each lot complies with minimum zoning standards, as indicated below:

Minimum zoning standards for lots in the R-7 Zone:

Area: 7000 sq. ft. Width: 60 ft. Depth: 80 ft. Avg.

Lot 1 measurements:

Area: 7040 sq. ft. Width: 84 ft. Depth: 83 ft.

Lot 2 measurements:

Area: 7103 sq. ft. Width: 63 ft. Depth: 91.5 ft.

Lot 3 measurements:

Area: 7443 sq. ft. Width: 70 ft. Depth: 108 ft.

Lot 4 measurements:

Area: 7031 sq. ft. Width: 86 ft. Depth: 88 ft.

Lot 5 measurements:

Area: 7073 sq. ft. Width: 72 ft. Depth: 92.5 ft.

Lot 6 measurements:

Area: 7046 sq. ft. Width: 64 ft. Depth: 86 ft.

Lot 7 measurements:

Area: _____ sq. ft. Width: _____ ft. Depth: _____ ft.

(Use a separate sheet of paper if necessary for more lots.)



Referral response from Lake Road NDA LUC

Transcription of handwritten comments:

Requirements for Zoning Map Amendments:

B. Proposed finding (iii) Is financial economies an appropriate or allowable finding?

E. Proposed finding: does not address setback of houses on lots 1 & 6 from center line of Lake Rd; does it meet city requirements? Does not address sidewalks on Lake Rd for purposes of safety; Does not address volume of traffic accessing Lake Rd at Oatfield & thus safety of another street emptying onto Lake Rd & turning left from 35 Ct onto Lake Rd.

Chapter 5 - pg 4 - Proposed finding should list improvements.

Objective 8 - Has fire reviewed this proposal? Is there a letter from them with any recommendations particularly in regards to the hammerhead and street width?

Objective 1 - address the nearby employment opportunities for people affording these houses.

B - pg 6 - This area is not surrounded by R-5; surrounding is R-7 & R-10. (iii) Is financial economies an appropriate & allowable finding?

Chapter 17.28.020 - are there any restrictions on new streets accessing Lake Rd. Why an offset from 35th St? Does the width include or exclude sidewalks? Is it safe for cars to access Lake Rd & make left hand turns so close to Oatfield and considering the volume of traffic? Is 35th Ct wide enough to allow parking? Are there restrictions on lots 1 and 6 accessing directly onto Lake Rd?

D pg 10 - It does not appear that 35th Ct is in alignment with 35th. Is it? If not, it does not meet this requirement.

J. pg 11 - If the street is a continuation of 35th Ave, should it not have the same name?

How has it been determined that no new blocks have been located? It seems that the extension of 35th Ave adds a block. Will emergency services consider it a block?

Overall Concerns

1. Is 35th Ct wide enough to accommodate parked cars in front of each residence, pedestrian walkway and emergency vehicles?
2. Is it possible to limit or eliminate left turns onto Lake Rd from 35th Ct? Left turns will be dangerous because of the volume of traffic turning right onto Lake Rd from Oatfield, free right turns not controlled by signals and the left turn lane which begins at 35th Ave.
3. Sidewalks should be required on Lake Rd as well as 35th Ct.
4. The houses on lots 1 and 6 should be restricted from directly accessing onto Lake Rd.
5. Is there a required distance between streets? Is 35th Ct properly placed between Oatfield and Guilford? What are the access requirements onto Lake Rd? Does this proposal meet these requirements?

May I see a copy of the staff report with recommendations before it goes to the Planning Commission?

Thank you.

Sue Trotter

City of Milwaukie Community Development Department				
Title: <u>NDA Comments</u>	Submitted by: <u>Lake Road LU</u>	Date: <u>5-21-97</u>	# Pages: <u>2</u>	
File Numbers: <u>ZC97-01/S97-01</u>	Applicant: <u>Blazer Homes</u>	Exhibit #: <u>4</u>		

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Forris B Frick
11658 SE 35th Ave
Milwaukie, OR 97222-6766

5-21-97

Regarding File # S-97-01/ZC-97-01 (Figini Lake Rd. Estates)

Comments:

1. Where is the 18" x 24" Exhibit 'B'? This 8" x 10" is not that useful with all the information set backs etc. that are microscopic!
2. Feel that coming out on Lake Road this close to Oatfield is a big mistake. Coming out on Guilford through Lot 1200 would relieve Lake Road from another access, egress which is of prime importance.
3. A 39' Right of Way? And that includes a 5' sidewalk?
4. What are Reserve Strips? Purpose?
5. Half-street Improvements? Purpose?
6. Where is the Staff report?
7. Five foot side yards in all six sites? That is what building envelopes indicate. Also these seem like some very weird shaped buildings!

Forris Frick
Lake Road NDA
Land Use Committee

City of Milwaukie Community Development Department

Title: NDA Comments Submitted by: Lake Road W Date: 5.21.97 # Pages: 2
File Numbers: ZC97-01 S97-01 Applicant: Blazer Homes Exhibit #: 4



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING ORDINANCE NUMBER 1712, THE ZONING ORDINANCE BY REZONING CERTAIN REAL PROPERTY FROM THE CITY'S RESIDENTIAL-TEN (R-10) ZONING DISTRICT TO THE RESIDENTIAL -SEVEN (R-7) ZONING DISTRICT (ZC-97-01).

WHEREAS, a Zoning Map Amendment was considered at a public hearing before the Planning Commission on September 9, 1997, and the City Council on October 21, 1997; and

WHEREAS, the City Council finds the application should be approved based on the findings listed below;

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

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

1. The applicant is requesting this rezoning to develop six residential lots which is allowed under the Low Density Residential Comprehensive Plan (up to 6.7 du per acre) designation. Application has been made on forms prescribed by the City and accompanied by plans drawn to scale.
2. The applicant has provided a detailed site plan which identifies parcel setbacks in compliance with the R-7 District standards, and shows the location of existing and proposed streets and sidewalks. Improvements include development and dedication of 35th Court, sidewalks along the 35th Court and Lake Road frontages, on-site sewer, water, and storm drainage.
3. The proposal is consistent with Land Use Chapter Objective 2 Policies which promotes higher density residential uses close to major streets and transportation facilities. Additionally, the subdivision proposed as a result of this rezoning will meet applicable Low Density Residential Plan Designation standards. Objective 4 Policies are also satisfied by meeting the R-7 development standards for bulk, scale and height for the proposed single family detached residential structures.
4. Transportation Element - Objective 3 Policies are met by the provision of transportation improvements including roadway and sidewalk improvements. Public Facilities Element - Objective 6 Policies are met by the provision of

adequate public facilities including a storm sewer collection system. Objective 8 Policies will be met by the provision of fire access and turn around constructed to Fire Department specifications. Finally, Energy Element - Objective 1 Policies are met by increasing density on land adjacent to a transit corridor and by infilling land to take advantage of previously constructed facilities.

5. The applicant has provided a detailed site plan which shows proposed compliance with the development regulations of the R-7 Zoning District. The applicant's plans also demonstrate that adequate public facilities are available or can be provided as part of this request. Additionally, the subdivision is designed so that lot frontages would be oriented away from the adjacent R-10 zoned parcels, and that by providing a cul-du-sac, potential traffic impacts to the surrounding neighborhood will be mitigated.
6. The proposal has been referred to the appropriate State and regional agencies. The proposal complies with Metro's 2040 Urban Growth Boundary infill policies and State Goals 3 and 14 which promote the preservation of agricultural lands by encouraging urban infill.

Section 2. Zoning Map Amendment. The Zoning Map of Ordinance 1712 is hereby amended by rezoning the real property as depicted on Map Exhibit B from the R-10 Zone (Section 301) to the R-7 Zone (Section 302).

Read the first time on October 21, 1997 and moved to second reading by _____ vote of City Council.

Read the second time and adopted by the City Council on _____, 1997.

Craig Lomnicki, Mayor

ATTEST:

Pat DuVal, City Recorder

Approved as to form:

O'Donnell, Ramis, Crew, Corrigan & Bachrach

CITY OF MILWAUKIE

MEMORANDUM

October 21, 1997

TO: Mayor and City Council

THRU: *Dan* Dan Bartlett, City Manager

FROM: *MC* Maggie Collins, Community Development Director
Stacy Lawson, Assistant Planner

RE: Appeal of Planning Commission Denial of SP-97-01 (Clackamas Christian Center)

ACTION REQUESTED

The Community Development Department staff recommends that, pursuant to Section 1002 (Appeals) of the Zoning Ordinance: the City Council uphold the appeal and overturn the decision of the Planning Commission, based on the findings and subject to the conditions contained in the Staff Report dated 8/12/97.

APPLICANT'S PROPOSAL

The Clackamas Christian Center has applied for a new sign to be located adjacent to the right-of-way of State Highway 224 (Exhibit 2). They are also requesting the relocation of their existing sign to the other side of the property near the main entrance (Exhibit 3). The Clackamas Christian Center is a Community Services Overlay use.

RELEVANT SIGN ORDINANCE SECTION

Milwaukie's Sign Ordinance, Section 14.08.090, Conditional and Community Service Use Signs requires that "Signs for uses requiring conditional use or community service use reviews shall be reviewed by the Planning Commission regarding size, height, and location at the time of conditional use or community service use review. Signs for prior



conditional or community service uses that did not include a sign review at the time of Planning Commission approval shall be limited to 1 monument or freestanding sign with a per-display-surface area limit of 16 square feet and a maximum overall height limit of 6 feet above grade, and 1 wall sign not exceeding a display surface area limit of 16 square feet, and 1 daily display sign per business not exceeding 12 square feet per display surface."

Since the applicant's CSO review has already taken place and the new and relocated signage is larger than allowed by this section of the Sign Ordinance, this change must be reviewed by the Planning Commission.

PROCESS BACKGROUND

On August 12, 1997, a duly advertised public hearing was held before the City of Milwaukie Planning Commission on Sign Permit SP-97-01. The minutes of the Planning Commission hearing are contained in this memorandum as Attachment 2. After taking testimony, the Commission acted to Provisionally Deny SP-97-01, pending development of findings by staff, to be presented at the Planning Commission hearing on September 9, 1997. On September 9, 1997, the Planning Commission reviewed the finding proposed by staff and acted to Deny Sign Permit SP-97-01. The minutes of the September 9, 1997 Planning Commission hearing are contained in this memorandum as Attachment 4. See Staff Report dated August 12, 1997. Addenda dated September 9, 1997 (2) and Notice of Decision dated September 12, 1997 (Attachments 1, 2 & 5).

Decisions of the Planning Commission can be appealed to the City Council within fifteen days of the date of the official Notice of Decision. On September 26, 1997, an official appeal of the Planning Commission decision was filed by Clackamas Christian Center (Attachment 6 and related packet material).

PLANNING COMMISSION POSITION

The Planning Commission acted to deny the proposed Sign Permit SP-97-01 because they believe that the proposed sign is larger than necessary to provide identification for the use. The Planning Commission's finding is found in Attachment 5.

DISCUSSION OF APPEAL

The Appeal Application states "1. We Respectfully disagree with the Planning Commission's finding, and indeed consider the size of the proposed sign necessary for identification for the uses of the church."

"2. In addition, to the finding for denial, there are many other issues that needed to be taken into consideration. Unfortunately, many of these issues were neither mentioned or discussed at the Planning Commission hearing, which suggests they may not have been taken into account as they made a decision. We feel it is crucial to present these issues to the City Council for their consideration and incorporation into the decision."

"3. The existing sign, which already exceeds the 16 square foot surface area limitation, is inadequate to identify the various uses of the church. A reader board sign is needed for this purpose. The finding for denial states the proposed sign is larger than necessary, but provides no guidance for resubmittal of a new application with a resized sign."

COUNCIL ACTION

Upon hearing the testimony, the Council may decide to take one of the following actions, pursuant to Section 1002 (Appeals) of the Zoning Ordinance:

1. Concur with the Planning Commission's conclusions and findings, thus Upholding the Planning Commission Denial of SP-97-01; or
2. Concur with the Appellant's arguments, thus Reversing the Planning Commission Denial of SP-97-01; or
3. Conclude either (1) or (2) above, with further conditions and findings, based on the testimony and materials presented at this hearing.

STAFF RECOMMENDATION

Staff believes that findings can be made for approval of the proposed new sign and sign relocation as follows:

1. The church property on which the proposed sign is to be placed is large in size and has frontage on three different roadways;
2. The church property is located adjacent to State Highway 224 on which travel speed averages 50 miles an hour or more;
3. The proposed sign is lower in height and is of a similar size to other signs approved along Highway 224 under Section 14.08.090 of the Sign Ordinance;
4. Reader board signs have been approved for other churches in Milwaukie; and

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CITY OF MILWAUKIE COMMUNITY DEVELOPMENT DEPARTMENT
CITY COUNCIL MEMO - Clackamas Christian Center, Sign Permit SP-97-01
October 21, 1997
Page 4

5. The proposed sign is lower in height and smaller in square footage than other signs approved along Highway 224 under Milwaukie's Sign Ordinance.

Thus, staff recommends that the appellant's request be granted, based on the findings and subject to the conditions contained in the Staff Report dated August 12, 1997.

ATTACHMENTS

1. Staff Report to Planning Commission dated August 12, 1997
2. Planning Commission Minutes dated August 12, 1997
3. Staff Report Addenda dated September 9, 1997 (2)
4. Planning Commission Minutes dated September 9, 1997
5. Planning Commission Notice of Decision for SP-97-01, dated September 12, 1997
6. Appeal Application and supporting documentation dated September 26, 1997

Appeal of SP-97-01 to the City of Milwaukie City Council

The new sign proposed by Clackamas Christian Center (CCC) is a very unique project for the City of Milwaukie. In concept, a church having a reader board sign is nothing new, there are several churches within the city limits of Milwaukie that have reader board signs. What makes this project so unique is the location of the church along HWY 224. We feel that the uniqueness of this project warrants the sign proposed by CCC.

In the process of making the decision to appeal, we again consulted with city staff. They felt that the existing signage was inadequate, but suggested we submit a new application with a smaller sign. Resubmitting an application with a different sized sign, however, does not guarantee approval. The Planning Commission's findings were too vague. No recommendations were given. The finding for denial provides no guidance as to what the City of Milwaukie would allow, or what they would consider appropriate for the size of our display surface. In fact, it is impossible to infer what they would allow from the Planning Commission's discussion during the review. As a non-profit organization, CCC has a responsibility to make the best use of the contributors' finances. Since there was no new information given CCC to guarantee approval, the best use of our finances was to appeal the Planning Commission's decision and bring this proposal before the City Council.

Moreover, we respectfully disagree with the Planning Commission's finding, and indeed consider the size of the proposed sign necessary for identification for the use of the property. There were three non-conforming issues with this proposal: surface area size, height, and illumination. The Planning Commission's finding for denial does not identify height or illumination as a problem. Their denial of the application is solely based on the finding:

"...the display surface is larger than necessary to provide identification for the use."

The phrase "identification for the use" needs clarification. What is the use of this sign? Is it merely to state the name of the church? What is the use of similar signs at other churches? Precedent should probably be the over-riding determinate in defining "use", and precedent is to allow churches to have readerboard signs.

For a church, "identification for the use" needs to consider the role of a church. A church is an integral part of any community. Our country was founded on the fundamental right to freedom of religion. But what is it a church does? Is the name on a door enough information to identify the use of a church? At Clackamas Christian Center, more happens during the week than a Sunday morning service. Just some of the important ministries at CCC include weddings and funerals, counseling, youth rallies, educational opportunities, a community food bank, Red-Cross blood drives, a voting place for this precinct, a place of cultural learning as many of our members hosted exchange students from Milwaukie's sister city of Iwaki, and much more. A reader board sign enables the church to communicate to members and community alike the different uses, functions, and ministries where people can find peace, solace, education, and help. As such, "identification for the use" for this church sign requires the ability to communicate these diverse "uses" or ministries of the church via a reader board.

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In addition to addressing the finding for denial directly, there are many other issues that need to be taken into consideration. This is important because many of these issues were neither mentioned nor discussed at the Planning Commission hearing, which suggests they may not have been taken into consideration for the decision. We feel it is crucial to consider these issues when making the decision for approval.

STYLE:

- The reader board sign proposed by CCC is no different from other church reader board signs. It contains the same information (name, service hours, etc.) as similar church reader board signs within the city of Milwaukie.
- The proposed sign will include cowl and trim that will blend the sign in with the color and architecture of the church. This will be an attractive sign, not an eyesore.
- CCC desires to purchase and install the proposed sign as it is manufactured. The sign manufacturer is one of the largest in the nation. They are the experts. They design and manufacture signs that are safe and effective. They have been an enormous help in identifying and selecting the most effective and appropriate sign for our site and use.

SIZE & SAFETY:

- As mentioned in our initial proposal, we are very concerned about sign safety. Located along HWY 224, the changeable copy area of this sign needs to have 8" lettering.
- The surface area of the new sign is controlled by the size of the letters. The existing sign, with a surface area of 21.5 sq. ft., already exceeds the 16 sq. ft. limitation and only contains the name of the church. Therefore, its assumed the 16 sq.ft. surface area requirement is not even adequate space for the name of the church. Instead, a surface area of 72 sq. ft. is both appropriate and necessary as it allows room for the properly sized text and information that needs to be on the sign.
- A sign of this size, even a reader board sign of this size, is very appropriate along HWY 224. As the initial city staff report points out, there are many signs along the expressway that are larger than this proposed sign.
- General precedent for churches having reader board signs has already been set. In our narrative we made mention of three Milwaukie churches that have changeable readerboard signs, two of those IN ADDITION to their older, pre-existing signs.
- It is impossible to directly compare the size of this proposed sign to other church signs in residential zones because of its location along HWY 224. The sign has to be large enough to be both safe and effective. All of the other churches that have reader board signs are located along streets with residential speeds, therefore, the signs can be much smaller.

LOCATION

- The specific location of this sign was chosen as the place with the least amount of visual conflicts.

- The most effective place to locate the sign is along HWY 224. The purchase of this sign is a large monetary investment for the church. As such, we need to ensure that the investment is located where it will be the most effective - along HWY 224.
- Placing a reader board sign along Rusk Road or Kellogg Creek drive would be detrimental to the residential character of the neighborhood along those streets.

HEIGHT:

The proposed height of the sign is not at issue because:

- The height is consistent with ODOT signs located along HWY 224.
- In addition to pan formed lexan, the height helps protect the face of the sign from vandalism.
- The height of the sign does not appear out-of-place with other signs along 224.

RESIDENTIAL ACCEPTANCE:

- There is acceptance and approval from the impacted neighboring residents. In our proposal we provided the signatures and fact sheets from our efforts to inform and work with the impacted neighboring residents.
- Similarly, there was no public opposition at the public hearing

CONCURRENCE:

We are not alone with our assessments.

- The City of Milwaukie's staff concur with our argument that the size of the sign is not out-of-place along the expressway. They recommended this proposal to the Planning Commission for approval. They acknowledge that the existing sign we have is inadequate.
- When we consulted ODOT, even though the sign was not within the ROW, they stated that they would prefer the size of sign CCC is proposing for safety reasons.

CONCLUSION

Approval of this application follows a very logical progression. The City of Milwaukie has allowed churches to erect reader board signs. They have allowed churches to erect reader board signs in addition to other signs on the property. They have allowed reader board signs in a residential zone. They have allowed reader board signs to be internally illuminated. If precedence is followed, and CCC's proposed reader board sign is permitted along HWY 224, we must size the sign to be as safe as possible. This means a larger sign designed for the prevailing speeds of the expressway. The proposed sign is not out of character with the other signs along HWY 224. It is attractive, and supported by the church's neighboring residents.

This new sign will help CCC remain a positive force and influence within our community. We would like the City Council to approve this application.

City of Milwaukie
Appeal Application

Date: Sept. 26, 1997

Milwaukie Community Development Department
City Hall
10722 SE Main St.
Milwaukie OR 97222

Re: File No.(s): SP-97-01

The undersigned hereby appeal(s) the decision of (check one): Community Development Director, Planning Commission, concerning the action to (check one): approve, deny the above referenced file(s) on the following date: 9/9/97.


Please set a date for the required public hearing for review of this appeal. I have enclosed the appeal filing fee of \$ 240.-.

The reasons for this appeal are identified as follows:

(Attached)

I will , will not (check one) be providing additional written materials prior to the public hearing.

Sincerely,

 13333 SE Rusk Road

Edward P. Ryland (same)
Signature(s) Address(es)

The reasons for this appeal are as follows:

1. We respectfully disagree with the Planning Commission's finding, and indeed consider the size of the proposed sign necessary for identification for the uses of the church.
2. In addition to the finding for denial, there are many other issues that needed to be taken into consideration. Unfortunately, many of these issues were neither mentioned nor discussed at the Planning Commission hearing, which suggests they may not have been taken into account as they made a decision. We feel it is crucial to present these issues to the City Council for their consideration and incorporation into the decision.
3. The existing sign, which already exceeds the 16 sq.ft. surface area limitation, is inadequate to identify the various uses of the church. A reader board sign is needed for this purpose. The finding for denial states the proposed sign is larger than necessary, but provides no guidance for resubmittal of a new application with a resized sign.

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September 12, 1997



SP-97-01

This is official notice of action taken by the Milwaukie Planning Commission at a public hearing on September 9, 1997 with regard to a request by Clackamas Christian Center for approval of a new sign to be located adjacent to the right-of-way of State Highway 224, and relocation of their existing sign elsewhere on their property. The subject site is located within the R-10 Zoning District. The subject property is located at 13333 SE Rusk Road, Milwaukie (Tax Lots 600,700,900 & 901 of Tax Map R22E06 AD).

At the public hearing, the Planning Commission formally denied Sign Permit Application SP-97-01, based on the following finding:

1. The Commission finds that the proposed sign, which is 76.5 square feet per display surface, is larger than necessary to provide identification for the use.

This action of the Planning Commission is subject to appeal. An appeal of the denial of Sign Permit SP-97-01 must be filed within 15 days of the date of this notice. Milwaukie Community Development Staff (786-7630) can provide information regarding forms, fees and the appeal process. If no appeal is filed by September 27, 1997 at 5:00 p.m., this denial shall be final.



Maggie Collins

Community Development Director

cc: Interested Persons
Planning Commission Members
Dan Bartlett, City Manager
Lake Road NDA Land Use Committee
File SP-97-01

CITY OF MILWAUKIE
PLANNING COMMISSION MINUTES
TUESDAY, SEPTEMBER 9, 1997

COMMISSIONERS PRESENT

Terry LaRocque, Acting Chair
Bryan Cosgrove
Tim Havel
Charles Stoudt

COMMISSIONERS ABSENT

Pat Lent
Michael Smith

STAFF PRESENT

Maggie Collins,
Com. Dev. Dir
Susan Heiser,
Senior Planner
Stacy Lawson,
Assist. Planner
Shirley Richardson,
Hearings Reporter

1.0 CALL TO ORDER

Maggie Collins called the meeting to order at 6:42 p.m.. She announced that since the Chair and the Vice Chair were not present, the Planning Commissioners present would have to elect an acting chair for tonight's meeting.

Bryan Cosgrove moved to nominate Terry LaRocque as Planning Commission Chair for tonight's meeting. **Tim Havel** seconded. MOTION CARRIED 3-0. Terry LaRocque was not at that meeting.

2.0 PROCEDURAL QUESTIONS -- None.

3.0 INFORMATION ITEMS -- None.

4.0 PLANNING COMMISSION MINUTES -- August 12, 1997

Bryan Cosgrove moved to approve the minutes of August 12, 1997, as presented. **Tim Havel** seconded. MOTION CARRIED 4-0.

5.0 PUBLIC COMMENT -- None.

CITY OF MILWAUKIE PLANNING COMMISSION

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6.0 PUBLIC HEARINGS

- 6.1 Applicant: Blazer Homes
Property Owner: Geni Figini
Location: South of Lake Road, East of Oatfield Road
Proposal: Create a six-lot subdivision; and re-zone from R-10 to R-7
File Numbers: S-97-01 and ZC-97-01

Acting Chair LaRocque opened the public hearing on File Numbers S-97-01/ZC-97-01 to allow a Zoning Map Amendment to rezone a 1.18 acre site from R-10 to R-7 and for a Subdivision Application for a six-lot subdivision in the R-7 District. **Maggie Collins** reported that this would be a quasi-judicial hearing and that all comments must be directed towards the criteria addressed in Section 1011.4 of the Milwaukie Zoning Ordinance.

Acting Chair LaRocque asked if there were any conflicts of interest or ex-parte contacts to declare. There were none. He asked if any member of the Planning Commission visited the site; three hands were 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.

Susan Heiser reviewed the Staff Report with the Commission. Staff recommended approval of the Zone Change, ZC-97-01, and the Subdivision Application S-97-01, as detailed in the Staff Report, based on the findings in the Staff Report and subject to the conditions contained in Exhibit 1.

Two Applications have been submitted for concurrent review; a Zoning Map Amendment and a Subdivision Application. The Commission may act on the Subdivision Request, the Zoning Map Amendment must be referred to the City Council for final action. The parcel is located on the south side of Lake Road between Oatfield Road and SE Guilford Drive. Maps were shown of the subject site and the surrounding area.

The site, and adjacent properties are designated Low Density Residential in the City Comprehensive Plan. Adjacent properties to the east and south are zoned R-10 and properties zoned R-7 are located north of the site. Properties on the west side of Oatfield Road are zoned R-5.

Public facilities are available within the Lake Road right-of-way, sanitary sewer is available from Guilford Drive, and transportation facilities are convenient to the

CITY OF MILWAUKIE PLANNING COMMISSION

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site. Lake Road is a minor arterial which acts as a regional connector and two Tri-Met buses serve the project site.

Findings from the Applicant have been provided to support the Zoning Amendment request as required by the Zoning Ordinance provisions for Zoning Amendment approval as outlined in Exhibit 4 of the Staff Report. Applicable Comprehensive Plan policies and objectives are found within the Land Use, Transportation, Public Facilities, and Energy Conservation elements of the Comprehensive Plan.

The Applicant's proposal will result in six dwelling units for the 1.18 acre site where a maximum of 6.7 dwelling units may be permitted under the Low Density Residential Comprehensive Plan designation

The proposal is also consistent with Land Use Objective 2 Policies which promote higher density residential uses close to major streets and transportation facilities. The Applicant notes that the subdivision is designed so that lot frontages would be oriented away from the adjacent R-10 zoned parcels, and that by providing a dead-end street potential traffic impacts to the surrounding neighborhood will be mitigated.

Transportation Element - Objective 3 Policies are met by the provision of transportation improvements including roadway and sidewalk improvements. Public Facilities Element - Objective 6 Policies are met by the provision of adequate public facilities including a storm sewer collection system. Objective 8 Policies will be met by the provision of fire access and turn around constructed Fire Department specifications. Finally, Energy Element - Objective 1 Policies are met by increasing density on land adjacent to a transit corridor and by infilling land to take advantage of previously constructed facilities.

A detailed site plan has been provided which identifies parcel setbacks in compliance with the R-7 District standards and shows the location of existing and proposed streets and sidewalks. Improvements include development and dedication of 35th Court, sidewalks along 35th Court and Lake Road frontages, sewer, water, and storm drainage facilities.

Staff contends that these findings demonstrate compliance with the criteria for Zoning Amendment approval and recommends that the Planning Commission forward the Zoning Change request to the City Council with a recommendation of approval.

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The proposed subdivision will meet all of the lot size, setback and configuration requirements of the R-7 regulations. Staff has found that all necessary public facilities are available to the project. This project has been conditioned to require street lights, a new fire hydrant, the undergrounding of all utilities, and obtaining a 10-foot wide easement from an adjoining property in order to connect to the existing stormwater drainage in Guilford Court.

The proposal has been reviewed for compliance with the Lake Road Multimodal Connections Plan. Access to the site is proposed to be from Lake Road via a new cul-de-sac street. The new 35th Court roadway will be located 305 feet from SE Oatfield Road and 265 feet from SE Guilford Drive. Due to the location of existing development on adjacent parcels, and the City's desire to line 35th Court up with 35th Avenue, other access alternatives are not feasible.

A traffic study was completed to evaluate impacts to Lake Road due to development of 35th Court and the six lots. This report concluded that traffic impacts will be minimal due to the very low traffic volumes generated by the subdivision and the location of the center left-turn lane on Lake Road at the subdivision entrance. The report recommends that a stop sign be placed at the 35th Court intersection. The roadway design has been reviewed by the City Engineer and found to be the most suitable design. The City will require that all lots in the Subdivision be required to take access from 35th Court. The Fire Department has required that the Applicant post and mark "no Parking - Fire Lane - Tow Away Zone" on 35th Court.

Staff recommended that the Commission find that this proposal conforms with the Subdivision requirements and the Lake Road Multimodal Connections Plan and approve the Subdivision based on the findings and conditions of approval listed in the Staff Report.

QUESTIONS FROM THE COMMISSIONERS

Bryan Cosgrove asked for clarification of the building envelope. **Susan Heiser** pointed out the building envelope on each of the lots identified by the R-7 setbacks in the Staff Report.

Terry LaRocque asked why 35th Court and 35th Avenue do not line up? **Susan Heiser** stated that it was not possible to line up the two streets at this intersection. The Public Works Department has reviewed the configuration and they are satisfied with the alignment. The intent is that 35th Avenue is not a through street, it will have minimal use.

APPLICANT PRESENTATION

Speaking: Ken Sandblast, 6564 SE Lake Road, Milwaukie

Mr. Sandblast stated that he is here to represent the Applicant, Blazer Homes. He indicated that the building envelope outlined in orange in the Staff Report is the maximum building envelope, not the entire building.

Mr. Sandblast stated that there are no issues with the Zone Change. He stated that the intent is to increase the density to capitalize on the Lake Road Multimodal Management Plan and the transit that is already operating on Lake Road now for the six units.

The Subdivision Application raises two issues for the Applicant; access/transportation and the storm easement. In regards to the access, the right-of-way was less than indicated and the roadway had to be reconfigured. The lots reflect the accurate right-of-way. Therefore, in the reconfiguration, the alignment between 35th Court and 35th Avenue is off a little. This is the best configuration based on the requirements for the depth of the lots and access for the parcel; they attempted to meet the code as much as possible.

The storm water easement has just recently been obtained and is in escrow. A copy has been submitted to the City Engineer for review and approval. The easement goes out to the west to an adjoining property to Oatfield Road. He asked that the language in Condition #7, Exhibit 1, Page 9 of the Staff Report be amended.

Staff indicated to the Commissioners that they would discuss this with the Public Works Department. **Mr. Sandblast** stated that the Applicant is in agreement with the Staff Report. He noted that attached to the Commissioner's packets were information and comments from citizens and land-use groups in the surrounding neighborhood. Each comment received was reviewed by the Applicant with City Staff and incorporated in the planning of this Application.

QUESTIONS FROM THE COMMISSIONERS

Tim Havel asked Mr. Sandblast to address the difficulty of left-turns from the east onto 35th Court? **Mr. Sandblast** stated that since it is already striped, there is a refuge for traffic to get out of Lake Road westbound and stop to wait for the turn. Given the low volume of traffic these six homes are going to generate, will

CITY OF MILWAUKIE PLANNING COMMISSION

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be a very rare circumstance when more than one car is waiting to turn into 35th Court at the same time. The peak pm trips were 6 cars per day.

As far as people getting out of 35th Court to go westbound on Lake Road is a better situation. Because of the stripping, there is additional space to provide for the interacting movement to get out of the way of each other without getting in the way of westbound traffic. There is enough spacing for queuing for left-turns onto Oatfield (roughly 12 feet at the west end of the stripping).

Tim Havel asked if the Applicant has reviewed the Lake Road Multimodal Plan and how does it affect this intersection. **Mr. Sandblast** stated that he has not seen the Lake Road Multimodal Plan. **Susan Heiser** stated that this Application does comply with the Lake Road Multimodal Plan even though it was not in effect when the Application was submitted. The only criteria that did not comply was the 300-foot spacing with Guilford Drive; it is only 265 feet. The Commission will have to determine if it is feasible for this Application to not meet this criteria. Staff believes that no other alternative is feasible.

Charles Stoudt asked what constitutes the emergency turn-around standard area. **Mr. Sandblast** pointed out the standard turn-around configuration on the site map (hammerhead). No parking is permitted in these areas. Two off-site parking spaces must be provided for the hammerhead properties (garage and driveway). Discussion followed on the possibility of a private street southbound on Tax Lot 1200. This could be an option. **Susan Heiser** stated that Public Works has indicated that this location is too close to the intersection of Guilford and Lake Roads.

TESTIMONY IN FAVOR -- None.

QUESTIONS OR COMMENTS

Speaking: Forris Frick, 11658 SE 35th Street, Milwaukie

Mr. Frick stated that he is the co-chairman of the Lake Road Neighborhood District Land Use Committee. Much of what he wanted to say has been covered; they are the same issues that were addressed at their meeting. Lake Road has 11,000 cars traveling on it each day; it is the second most busy street in Milwaukie. He does not feel putting in another street which accesses Lake Road is a solution for the traffic problems.

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Mr. Frick voiced concern that 35th Court only has 29 feet of vehicle travel surface. 35th Street has only 45 feet of travel surface; both very narrow streets. He asked for clarification on the half-street improvements and what improvements are going to be done on Lake Road? **Mr. Sandblast** stated that if there is no curb, gutter, or sidewalk along the frontage of the property on Lake Road, it is required that the roadway be improved with curbs and gutters. The reserve strips are put in place to limit access.

Mr. Frick asked if parking will be allowed on Lake Road? **Mr. Sandblast** stated that no parking will be allowed on Lake Road.

Speaking: Sue Trotter, 12102 SE 36th Avenue, Milwaukie

Ms. Trotter stated that she is the other co-chair of the Lake Road Neighborhood Association Land Use Committee. Proposed Finding #3 addresses financial economy. Is this an appropriate/allowable finding? **Susan Heiser** explained that the Applicant's findings are for information purposes. The applicable findings are those that are contained in the Staff Report.

On Page 3(e) in a finding that addresses setbacks, there is no setback for houses 1 and 6. Is there a standard that needs to be met here?

Ms. Trotter voiced concern that there is no parking on this street or the surrounding streets for visitors. She is concerned where visitors will park and how it will affect emergency access if people are not abiding by the restrictions on the parking.

Ms. Trotter voiced concern about the traffic on Lake Road. Oatfield has become a major bypass from McLoughlin (McLoughlin, Oatfield, Sunnyside). There is an average daily traffic flow from Oatfield to Lake of 12,448 cars. There are 11,618 cars making a turn onto Lake Road. If you go left from Oatfield, there is a volume of 5,000 cars; right from Oatfield is 11,618 cars. People coming out of 35th Court will have to deal with the traffic from both directions on Lake Road.

TESTIMONY IN OPPOSITION -- None.

ADDITIONAL COMMENTS FROM STAFF

Susan Heiser suggested that the Commissioners consider deletion of some of the Applicant's findings, which are an attachment to the Staff Report.

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QUESTIONS FOR CLARIFICATIONS

Bryan Cosgrove asked if the Public Works Department would be in agreement with the language change for Condition #7 as requested by the Applicant? **Susan Heiser** suggested this addition: "...storm drainage facility within Guilford Court or Oatfield Road..."

Charles Stoudt asked the Applicant to address a right-turn only designation at the intersection of 35th Court and Lake Road. He is concerned about the 4-way traffic resulting from this application. **Mr. Sandblast** stated that to incorporate a "right turn only" designation, a traffic regulation would have to be requested to the City. He does not recommend it because there will only be a maximum of 30 trips daily leaving the site.

DISCUSSION AMONG COMMISSIONERS

Acting Chair LaRocque closed the public testimony portion of the hearing and opened the meeting to discussion among the Commissioners.

Tim Havel stated that he did not feel the traffic turning in and out of 35th Court is a safe situation. Unless better traffic-handling improvements are made, he is not comfortable with putting a road at this section of Lake Road for a subdivision.

Terry LaRocque stated that he too concurs with the safety concern. He voiced concern about the Applicant's mitigation for the off-street parking situation for this subdivision. This has not been adequately addressed.

It was the consensus of the Commissioners that the subdivision application did not address traffic safety concerns. Issues to be further addressed are: ingress, egress, turns, and on-street parking.

Bryan Cosgrove stated that the Traffic Management Plan on Lake Road to address 35th Court is incomplete. Ingress and Egress are not adequately addressed.

Bryan Cosgrove moved to recommend to City Council approval of Zone Map Amendment, ZC-97-01, based on Findings #2 through #6 on Page 6 of the Staff Report. **Charles Stoudt** seconded. MOTION CARRIED 4-0.

Brvan Cosgrove moved to continue Subdivision Application S-97-01, to a date uncertain to allow the Applicant to fully address the issues of traffic ingress and egress and mitigation of on-street parking. **Charles Stoudt** seconded. MOTION CARRIED 4-0.

Brvan Cosgrove moved to amend his motion to continue Subdivision Application, S-97-01, to October 14, 1997, to allow the Applicant to fully address the issues of traffic ingress and egress and address mitigation for on-street parking. **Charles Stoudt** concurred.

- 6.2 Applicant: St. Stephens Church
- Property Owner: St. Stephens Church
- Location: 11447 SE 27th Avenue
- Proposal: Community Service Overlay permit to renovate an existing fire damaged church building to create a traditional style Orthodox Church; Transportation Plan Review to bring existing parking area into greater compliance with the requirements of Section 1400 of the Zoning Ordinance.
- File Numbers: CSO-97-07 and TPR-97-08

Acting Chair LaRocque opened the public hearing on File Numbers CSO-97-07 and TPR-97-08 to allow for a Transportation Planning Review and reconstruction of the structure which was destroyed by fire in 1995. **Maggie Collins** reported that this hearing would be subject to the criteria addressed in the Staff Report.

Acting Chair LaRocque asked the Commissioners if they had any conflicts of interest or ex-parte contacts to declare. There were none. He asked if any member of the Planning Commission visited the site; four hands were raised. None of the Commissioners 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 Applicant is proposing to reconstruct the structure which was known as the "Korean Church" and was destroyed by fire. The reconstruction will involve the addition of a cupola and the expansion of a wing out to the south of the original building. The

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middle structure will be reconstructed in a very similar manner to that of the original structure. The parking area will be reconfigured to bring it into greater compliance with the requirements of Sections 500 and 1400 of the Zoning Ordinance.

Two trees will be planted where trees were removed when the fire was being fought. The Applicant has a proposal for removal of wheel stops in the central area. Wheel stops are a condition in the Staff Report as well as a lighting plan to address the lighting in the parking lot.

The approval, as recommended, is not to include rental of office space in building #2, which may be proposed by the Applicant at a later date. Building #1 will be used for the church; building #2 will be used for church offices and Sunday-school rooms; and building #3 is already being leased out as a duplex for residential use. This is an appropriate mix of uses in this R-2 zone. Staff recommends approval of this Application.

Staff recommends that Condition #2 be changed to reflect the occupancy of the church to be limited to 200 people. There is a 40th parking space which will accommodate more people in the church.

~~"The occupancy of the church structure shall be limited to 495 200., unless the applicant can show how one additional parking space meeting the requirements of Section 500 of the Zoning Ordinance can be obtained, prior to reconfiguration of the parking area."~~

QUESTIONS FROM THE COMMISSIONERS

Bryan Cosgrove asked if there are additional landscaping requirements when improvements are being made to a site? **Stacy Lawson** stated that the site already has landscaping in excess of the required 15% for this site.

APPLICANT PRESENTATION

Speaking: Danny Lukavich, President, St. Stephens Serbian Eastern Orthodox Church,
5771 SE International Way, Milwaukie

Mr. Lukavich stated that he has read the Staff Report and concurs with the conditions of approval. He asked that they be allowed to eliminate the wheel stops that are required in the center section of the parking spaces. They are here tonight to answer any questions regarding the Application.

TESTIMONY IN FAVOR

Speaking: Dean Calame, Town Lake Estates, Milwaukie

Mr. Calame stated that he represents 15 homeowners in Town Lake Estates. He stated that they are 99% in approval of this Application. The new owners are cooperative and easy to talk to. An agreement has been signed to resolve some of the concerns of their area.

QUESTIONS OR COMMENTS

Speaking: Keith Foust, 11551 SE 27th

Mr. Foust stated that he lives next to the church. They have been waiting for the past two years for an improvement to the condition of the church. He, too, was involved with the agreement signed between the church and the surrounding neighbors. He voiced concern about how repair of this burned-out church will progress. They would like to see something decided as soon as possible.

TESTIMONY IN OPPOSITION

Speaking: Mr. Dean Calame, Town Lake Estates, Milwaukie

Mr. Calame stated that he does not have an objection in the number of parking spaces; however, he does have an objection to the agreement the church has with Milwaukie High School to allow parking of high-school students in the church parking lot.

Living next door to this parking lot was a nightmare. High-school kids were in and out of the lot all day long. Radios were on, there was no regard for private property, garbage was dropped everywhere, and drugs have been used on the property. The way the lot is situated, the students are 10-feet from his dining table and they look right into his home. The school monitor has been called and no resolution has been found.

He would like to have the high-school student parking stopped. This is his reason for testimony in opposition to the Application. Church parking and activity is fine, it is strictly the student parking that he disagrees with.



APPLICANT'S CLOSING COMMENTS

Speaking: Danny Lukavich, St. Stephen Orthodox Church, 5771 SE International Way,
Milwaukie

Mr. Lukavich stated that they have been approached by the school regarding High School Staff use of the church parking lot. He has explained that there would be conditions. The conditions state that the parking will be for teacher parking only. Because the church is under construction this year, the school cannot use the parking lot. It is hoped that by next year, the situation will have taken care of itself. This will be addressed again next year.

Discussion followed on a resolution of the negative impacts of students parking in the church parking lot. Some suggestions were fencing, teacher's only parking, parking stickers, and towing.

ADDITIONAL COMMENTS FROM STAFF

Stacy Lawson noted that the applicant has been pursuing a building permit but must receive a CSO Approval prior to issuance of that permit. In regard to Condition #3, there is a recommendation for screening shrubbery or a six-foot high fence on the southwest corner of the church property.

DELIBERATION AMONG THE COMMISSIONERS

Acting Chair LaRocque closed the public testimony portion of the hearing and opened the meeting to discussion among the Commissioners.

Bryan Cosgrove stated that with regard to student use of the church parking lot, he feels the church will address this if it becomes an nuisance issue.

Discussion followed on changes to Conditions. The following changes were made:

Condition #1:

"...This approval allows the church to rent out the duplex on the subject site, and to rent out parking spaces to Milwaukie High School for teacher and staff parking only when the church is not utilizing the spaces. The lease shall reflect these restrictions. This approval does not include provisions for the church to rent out office space for commercial use. A

conditional use permit can be submitted at a later time to request approval of office rental of portions of this site..."

Condition #2:

~~"The occupancy of the church structure shall be limited to 495 200, unless the applicant can show how one additional parking space meeting the requirements of Section 500 of the Zoning Ordinance can be obtained, prior to reconfiguration of the parking area."~~

Condition #3:

"Two ~~Oak~~ City approved street trees shall be planted in the landscape islands of the parking lot, per the submitted landscape plan. Screening shrubbery or 6-foot high fencing shall be installed at the southwest corner of the property to screen the view from the adjacent condominiums. These trees shall be installed before a Certificate of Occupancy is issued, unless a performance bond is posted with the City. The bond shall be in the amount of 150% of an approved estimate for labor and materials. Then, landscaping shall be installed within 6 months thereafter or else the bond will be foreclosed upon and plant materials installed by the City"

Condition #4:

"Wheelstops shall be installed on all parking spaces except in the center aisle, per the requirements of Section 503.15(C).

Finding #3:

"The proposed parking lot reconfiguration is in compliance with supplementary regulations (Section 400) and parking standards (Section 500). The existing parking lot is proposed to be reconfigured to meet the requirements of Section 500, landscaping and parking islands are in substantial conformance with the Section 500 requirements. The addition of wheel stops around the perimeter of the parking area, but not in the center parking aisle will bring the existing parking lot further in compliance with the TPR standards."

Brvan Cosgrove moved to approve Transportation Planning Rule, TPR-97-09, based on the findings, as amended, and subject to the conditions, as amended, contained in the Staff Report. **Tim Havel** seconded. MOTION CARRIED 4-0.

Brvan Cosgrove moved to approve Community Service Overlay, CSO-97-07, based on the findings and subject to the conditions, as amended, contained in the Staff Report. **Charles Stoudt** seconded. MOTION CARRIED 4-0.

- 6.3 Applicant: Clackamas Federal Credit Union
- Property Owner: Clackamas Federal Credit Union
- Location: 4400 SE International Way
- Proposal: Conditional Use Permit to bring existing building size up to 4000 sq.ft. and a Transportation Planning Review to allow additional parking and a second drive thru teller lane.
- File Numbers: CU-97-01 and TPR-97-08

Acting Chair LaRocque opened the public hearing on File Numbers CU-97-01 and TPR-97-08, to add an additional 460 square feet to the existing Clackamas Federal Credit Union Building to obtain the maximum area allowed for a "limited use" under the BI Zoning District. In addition, a reconfiguration of the parking area to provide 13 additional parking spaces on-site and a second drive-up teller window. **Maggie Collins** reported that this hearing would be subject to the criteria addressed in the Staff Report.

Acting Chair LaRocque asked if there were any conflicts of interest or ex-parte contacts to declare. There were none. He asked if any member of the Planning Commission visited the site; two hands were 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.

Stacy Lawson reviewed the Staff Report with the Commission. The Applicant is requesting to add footage to an existing building to obtain the maximum area allowed under the BI Zone and reconfigure the parking area to provide 13 parking spaces and a second drive-up teller window.

In 1990, the Clackamas Federal Credit Union applied for a Conditional Use Permit to locate a "limited use" facility in the BI Zone. It was approved with parking in excess of what was required. The parking required was 11 spaces and the facility was approved with 32 spaces.

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The burden is on the Applicant to prove that this "limited use" meets the requirements of the zone.

Photographs were passed around that could not be reproduced for the Commissioner's packets. The Staff Report addresses the natural resources area evaluation that was undertaken on the rear portion of the property. The study showed that although the property has some natural resource characteristics and could benefit by protection, it did not require a Natural Resource Application. The current proposal provides appropriate setbacks to the natural area. There is a recommended condition that this setback remain.

Staff has not made a recommendation for this Application, but has provided alternative findings for approval and denial, and conditions of approval for CU-97-01 and TPR-97-08 in the Staff Report.

QUESTIONS FROM THE COMMISSIONERS

Terry LaRocque asked if Staff had a concern about this Credit Union requesting an addition because they are drawing business from outside the area? **Stacy Lawson** stated that it would be a concern. The exact requirement for "limited uses" is that they primarily serve the needs of the BI Zone clients, employees, and businesses.

Terry LaRocque asked for more information on why the landscaping will be removed along the eastern edge of the site? **Stacy Lawson** explained that the Applicant now has one bypass lane and one teller lane. They would like to remove the landscaping and install an additional teller lane. She stated that the Commission could find that the Natural Resources Protection on the rear of the property could be altered to meet the requirements of the alternative landscape plan. Because of the natural resource boundary protection, it is allowable to take out the three to five feet of existing landscaping. Other landscaping is being proposed.

It was asked if landscaping is required on the west portion of the site? **Stacy Lawson** stated that landscaping is required and the Applicant has provided the minimum amount.

Tim Havel asked what abuts the area where landscaping is proposed to be removed on the east side of the property? **Stacy Lawson** stated that there is existing landscaping on the adjacent JC Penny parking lot.



APPLICANT PRESENTATION

Speaking: Tim Johnson, Financial Facilities Design, 12606 SE Stark Street, Portland

Mr. Johnson stated that he has read the Staff Report and is in concurrence with the contents and conditions.

QUESTIONS FROM THE COMMISSIONERS

Charles Stoudt asked if Mr. Johnson had considered other modes of transportation for his employees (Transportation Planning Rule). **Mr. Johnson** stated that there is no bus service on International Way. Bicycle stalls will be provided.

TESTIMONY IN FAVOR -- None.

QUESTIONS OR COMMENTS -- None.

TESTIMONY IN OPPOSITION -- None.

ADDITIONAL COMMENTS FROM STAFF -- None.

QUESTIONS FOR CLARIFICATIONS -- None.

DISCUSSION AMONG COMMISSIONERS

Acting Chair LaRocque closed the public testimony portion of the hearing and opened the meeting to discussion among the Commissioners.

Tim Havel moved to approve Conditional Use, CU-97-01, based on Findings for approval of a Conditional Use Permit found on Page 7 and subject to the conditions of Approval found on Page 11 of the Staff Report. **Charles Stoudt** seconded. MOTION CARRIED 4-0.

Bryan Cosgrove moved to approve Transportation Planning Rule, TPR-97-08 based on the Findings as indicated on Page 10 and 11 of the Staff Report and subject to the conditions of approval found on Page 11, 12, and 13 of the Staff Report. **Charles Stoudt** seconded. MOTION CARRIED 4-0.

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- 6.4 Applicant: US West PSC and W & H Pacific
- Property Owner: Housing Authority of Clackamas County
- Location: 2889 SE Hillside Court
- Proposal: Community Service Overlay Permit to place telecommunication antennas on an existing building; and a height variance..
- File Numbers: CSO-97-08 and VR-97-05

Acting Chair LaRocque opened the public hearing on File Numbers CSO-97-08 and VR-97-05 to allow for nine panel type antennas atop Hillside Manor which is located off of 32nd Avenue in Milwaukie. **Maggie Collins** reported that this hearing would be subject to the criteria addressed in the Staff Report.

Acting Chair LaRocque asked the Commissioners if they had any conflicts of interest or ex-parte contacts to declare. There were none. He asked if any member of the Planning Commission visited the site; one hand was raised. None of the Commissioners 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 Applicant is proposing to locate nine wireless antennas and a tenth base antenna. The antennas will be mounted vertically on the side and should not be visible from the ground. They will be painted to blend in with the existing buildings. Four equipment cabinets will be located on the roof. The equipment will be operating 24 hours a day. There should be no more than two maintenance visits a month.

The Application complies with the Comprehensive Plan and the Community Service Overlay requirements. All setback requirements are substantially met.

The height variance is required for the height of the structure associated with this new use. No comments have been received from the Neighborhood Association in opposition to the proposal. A call was received from the Providence Milwaukie Hospital Plant Manager. He expressed a concern about the possible effects of the wireless waves on the critical care unit telemetry mechanisms that monitor heart patients.

A condition #4 has been recommended that addresses this concern.



Condition #4:

“Prior to issuance of a building permit and installation of the wireless antenna, a survey or temporary transmitter test shall be conducted in conjunction with Providence Milwaukie Hospital to verify that the proposed wireless antennas will not create any interference with the Providence Milwaukie Hospital Telemetry System in the Critical Care Unit (CCU). If the proposed antennas are found to create interference that cannot be mitigated, a building permit will not be issued and the proposed use will not be approved for installation.”

QUESTIONS FROM THE COMMISSIONERS

Tim Havel asked why the water tower site was not chosen for these antennas. **Stacy Lawson** stated that the Applicant had reviewed the water tower for the antennas; but it was found that this would not work for their type of units. They needed to located on this site. Condition #2 was included to encourage co-locations.

APPLICANT PRESENTATION

Speaking: Mike Unger, W & H Pacific, 8405 SE Nimbus Avenue, Beaverton

Mr. Unger stated that he was representing U.S. West this evening. He has reviewed the Staff Report and concurs with the findings and conditions.

Mr. Unger stated that he has spoken with the Hospital representatives and engineers and they are assured they there will be no conflicts with the hospital systems. The wave length spectrum that they are allocated by the FCC to operate within does not interfere with any other potential users; televisions, radios, hospital equipment, etc. They would be in violation with their FCC license if they provided interference.

Mr. Unger stated that he is aware of the water tower located at 42nd Avenue and Harvey Avenue. If that location was feasible, he would have preferred it; unfortunately, because of the way the U S West network is designed, the water tower is too far east to be able to tie into other U S West sites in this area.

The height of the antennas are well below the height of the penthouse. Although they are required to go through this variance, they are not extending above this

structure. The antennas are under 4-feet tall themselves but exceed the 50' height limit because of their location on the Hillside Manor Building .

QUESTIONS FROM THE COMMISSIONERS -- None.

TESTIMONY IN FAVOR -- None.

QUESTIONS OR COMMENTS -- None.

TESTIMONY IN OPPOSITION -- None.

APPLICANT'S CLOSING COMMENTS -- None.

ADDITIONAL COMMENTS FROM STAFF -- None.

DELIBERATION AMONG THE COMMISSIONERS

Acting Chair LaRocque closed the public testimony portion of the hearing and opened the meeting to discussion among the Commissioners.

Bryan Cosgrove moved to approve Community Service Overlay, CSO-97-08, based on the findings and subject to the amended conditions in the Staff Report. **Tim Havel** seconded. MOTION CARRIED 4-0.

Bryan Cosgrove moved to approve the Variance Request, VR-97-05, based on the findings and subject to the amended conditions. **Tim Havel** seconded. MOTION CARRIED 4-0.

- 6.5 Findings for denial of SP-97-01 -- Clackamas Christian Center Sign Permit Application -- carried over from 8/12/97 hearing.

Stacy Lawson reported that at the Planning Commission hearing of August 12, 1997, the Planning Commission provisionally denied the sign application of the Clackamas Christian Center. The Commission directed staff to return with findings.

Staff recommends Finding #1 for adoption for denial on this proposal:

“The Commission finds that the proposed sign, which is 76.5 square feet per display surface, is larger than necessary to provide identification for the use.”

Bryan Cosgrove moved to deny Sign Permit, SP-97-01, based on Finding #1 presented in Staff's Report. **Tim Havel** seconded. MOTION CARRIED 3-0 with one abstention. Terry LaRocque was not at that meeting.

7.0 WORKSESSIONS -- None.

8.0 DISCUSSION ITEMS

Bryan Cosgrove asked if the comments from the Neighborhood District Associations could be typed for ease in reading? **Maggie Collins** stated that she would make sure that Association comments are readable in the Staff Report.

9.0 OLD BUSINESS

9.1 Light Rail Study Update -- No Report

9.2 2040 Study Update

Maggie Collins reported that the draft is being completed of the revised version of the Regional Center Master Plan (RCMP) from the August 21st Steering Committee meeting. The first Planning Commission hearing on the RCMP Study is scheduled for October 14, 1997.

10.0 OTHER BUSINESS

11.1 Historic Resource Commission Report -- None.

11.2 Town Center Area Task Force Report -- None.

11.3 Community Development Report

Planning Commission Positions **Maggie Collins** reported that City Council is moving ahead with filling positions on the Commission. She passed out brochures about City Boards and Commissions and asked that the Commissioners pass them on. There are other City boards and commissions that need members.

Planning Commission Workshop Maggie Collins reported that there will be a workshop for Commissioners on September 27, 1997, at OIT. She encouraged all Commissioners to attend.

November 11th Meeting Maggie Collins announced that there is a scheduled meeting for the Planning Commission on November 11, 1997. This is a holiday and Staff recommends moving the meeting to Monday, November 10, 1997

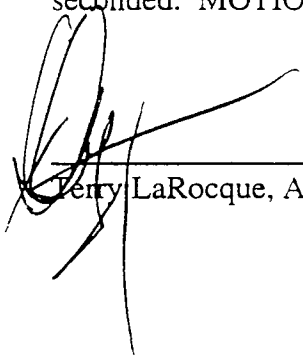
Terry LaRocque moved to move the meeting scheduled for November 11, 1997, to Monday, November 10, 1997. **Bryan Cosgrove** seconded. MOTION CARRIED 4-0.

Filbert Street Speeding Concerns Maggie Collins reported that the traffic count shows an average speed of 28.5 miles per hour with 428 cars per day. This information in is response to resident concerns about speeding on Filbert Street as expressed at the August 12th meeting.

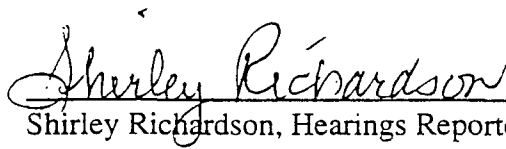
Run-down Condition of Harvey Property Maggie Collins reported that she passed this testimony from the August 12th meeting to the City Code Enforcement Officer.

12.0 Next Meeting -- September 23, 1997

Charles Stoudt moved to adjourn the meeting of September 9, 1997. **Bryan Cosgrove** seconded. MOTION PASSED UNANIMOUSLY. The meeting adjourned at 10:15 p.m.



Terry LaRocque, Acting Chair



Shirley Richardson, Hearings Reporter

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CITY OF MILWAUKIE
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

Date: September 9, 1997

Application: Sign Permit
File No.: SP-97-01

Applicant: Clackamas Christian Center

Property Owner: Same

Location: 13333 SE Rusk Road, Milwaukie, OR 97222,
Tax Lots 600, 700, 900 & 901 of Tax Map 2 2E 06 AD

At the Planning Commission hearing of August 12, 1997, the Planning Commission provisionally denied the sign application of the Clackamas Christian Church. The Commission directed staff to return with findings, based on their comments, at the next Planning Commission hearing. The findings developed by staff are attached for the Commission's review.

PROPOSED FINDINGS FOR DENIAL OF SP-97-01

Under the requirements of Section 14.08.090 of the Sign Ordinance, a Community Services Use or Conditional Use shall have a sign which has a maximum square footage of 16 square feet per display surface. If additional square footage is desired, the sign shall be reviewed by the Planning Commission for size, height and location.

1. The Commission finds that the proposed sign, which is 76.5 square feet per display surface, is larger than necessary to provide identification for the use.
2. The Commission finds that the proposed sign with its readerboard is too large to be safely located on this site and is not designed to be seen at eye level from the roadway. The proposed sign could cause a safety hazard if installed, by diverting the attention of drivers on this high speed thoroughfare.
3. The Commission finds that the location of the proposed sign is obscured by existing trees, some of which are located in a Natural Resources Area, under the NR Overlay District. There does not appear to be a direct need to remove or substantially trim these trees in order to provide better sight-distance to the proposed sign.
4. The Commission finds that the proposed sign is located in a residential zone, R-10. Other signs identifying churches in residential zones have not been of this size or have not had a billboard appearance. A sign of this magnitude identifying a church in a residential area does not promote preservation of residential character.

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DATE: SEPTEMBER 9, 1997
TO: MILWAUKIE PLANNING COMMISSION
FROM: COMMUNITY DEVELOPMENT DEPARTMENT
RE: PROPOSED FINDING FOR DENIAL OF SP-97-01

Since the Planning Commission Packet was distributed, Legal Counsel has reviewed the proposed findings for SP-97-01. The City Attorney's office has advised us that only finding number one of the previously distributed findings should be used in denying this project.

PROPOSED FINDING FOR DENIAL OF SP-97-01

Under the requirements of Section 14.08.090 of the Sign Ordinance, a Community Services Use or Conditional Use shall have a sign which has a maximum square footage of 16 square feet per display surface. If additional square footage is desired, the sign shall be reviewed by the Planning Commission for size, height and location.

1. The Commission finds that the proposed sign, which is 76.5 square feet per display surface, is larger than necessary to provide identification for the use.

CITY OF MILWAUKIE
PLANNING COMMISSION MINUTES
TUESDAY, AUGUST 12, 1997

COMMISSIONERS PRESENT

Michael Smith, Chair
Bryan Cosgrove
Tim Havel
Pat Lent
Charles Stoudt

STAFF PRESENT

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

COMMISSIONERS ABSENT

Terry LaRocque

1.0 CALL TO ORDER

The meeting was called to order at 6:30 p.m.

2.0 PROCEDURAL QUESTIONS -- None.

3.0 INFORMATION ITEMS -- None.

4.0 PLANNING COMMISSION MINUTES -- July 22, 1997

Pat Lent moved to approve the minutes of July 22, 1997, as corrected. **Charles Stoudt** seconded. MOTION CARRIED 4-0 with one abstention. Tim Havel was not at that meeting.

5.0 PUBLIC COMMENT -- None.

6.0 PUBLIC HEARINGS

6.1 Applicant: Phil Harvey
Property Owner: Phil Harvey
Location: 3635 and 3707 SE Filbert
Proposal: Divide two existing lots into two lots each to create a four-lot subdivision. A variance is requested to reduce the 30-foot access strip to 20 feet.
File Number: S-97-02/VR-97-04

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Chair Smith opened the public hearing on File Numbers S-97-02 and VR-97-04 to allow the combination of two existing parcels and to subdivide them into four lots, two of which would be flag lots. A variance is also being requested from Section 17.32.040(B) of the Subdivision Ordinance to allow the access strip to the two flag lots to be 20-foot wide where a 30-foot wide access strip is required.

Chair Smith asked if there were any conflicts of interest or ex-parte contacts to declare. There were none. He 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.

Susan Heiser reviewed the Staff Report with the Commission. Staff recommended approval of S-97-02 and VR-97-04 based on the findings and subject to the conditions contained in Exhibit 1.

The existing properties both contain single-family residences, which are to remain. The R-7 district requires a 7,000 sq.ft. minimum lot size. Lot 3 would be a 7,054 sq.ft. lot. The existing home and covered parking structure on the lot will have a 14 percent lot coverage; 30 percent is the minimum. Lot 4 would be a 9,308 sq.ft. lot and would have 19 percent lot coverage.

The existing homes would also comply with the required 20-foot front and 20-foot rear yard setbacks. The garage on Lot 3 is constructed on the side property line and is a legal non-conforming structure. The garage on Lot 4 is constructed over the property line. As part of this proposal, the lots will be combined and reconfigured to provide the 5-foot side yard setback that is necessary for the existing structure. As a result, Lots 3 and 4 would comply with the side and rear yard setback requirements.

Lots 1 and 2 are proposed to be flag lots. Lot 1 would have a 1,130 sq.ft. access strip and a 7,574 sq.ft. building area and Lot 2 would have an access strip of 1,030 sq.ft. and a building area of 7,176 sq.ft. Both lots meet the minimum lot size for the R-7 district.

The City Engineer indicates that sanitary sewer and water facilities are available on Filbert Street. Storm water facilities as well as a 15-foot wide paved access drive will need to be provided as part of the future building permit application. Five feet of right-of-way dedication will be required along the Filbert Street frontage with a 5-foot sidewalk. This sidewalk requirement reduces Lot 3 to

6,713 sq.ft., below the minimum for the R-7 district. The Applicant will be required to alter the proposed property line between Lots 2 and 3 to make up the difference.

The Variance being requested is to reduce the joint access strip width to the flag lots 1 and 2 by 10-feet. Three variance review criteria must be met.

1. **The property in question has unusual conditions over which the applicant has no control.** Approximately 33 feet separates the existing homes on these parcels. Thirty-three feet does not allow for the required 5-foot setbacks on either side, in addition to the 30-foot access strip. This condition pre-exists the present ownership.

2. **There are no feasible alternatives to the variance.** The combined properties total 33,272 sq.ft which is ample area to accommodate two additional lots exceeding the R-7 District 7,000 sq.ft. minimum lot area. The requirement for a 30-foot wide access strip is based on the Fire Department need for clear access to residences for fighting fires. The Fire Marshal is satisfied that the proposed reduction to a 20-foot wide access strip will allow for the necessary clearance for fire fighting purposes. Alternatives were discussed with the Applicant and it was determined that the variance of ten feet, to allow a 20-foot wide access where 30 feet is required, is the minimum needed to allow full use of the applicant's property while providing adequate fire safety access to these sites.

3. **That adverse effects on other properties that result from this variance shall be mitigated to the extent feasible.** Single-family dwellings are located on all the surrounding properties. The reduced access strips will be located between the two existing homes and would not decrease fire safety access to any of the adjacent properties. All development on parcels 1 and 2 will be required to meet the side and yard setbacks of the R-7 District, as well as the lot coverage standards.

Staff has concluded that the Subdivision and Variance, as proposed and conditioned, is consistent with the City's Comprehensive Plan, Zoning Regulations, and Subdivision standards. Staff is recommending approval of Subdivision S-97-02 and Variance VR-97-05.

Pat Lent noted that on page 3 of the Staff report it indicates, "...Twenty feet of the 30-foot joint access strip must be paved and the entire width of the 30 foot access strip must be kept clear of obstructions." This is not consistent with the language

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in Section 17.32. "...the width of 20 feet shall be provided to extend from the street to the deepest parcel."

Susan Heiser suggested changing Finding 2 to read, "*...Therefore, the granting of a variance to allow a 20 foot wide access drive, fully paved, from the street to the deepest parcel where 30 feet is required would be the minimum variance necessary to allow full use of the applicant's property.*" She also recommended the following:

Condition 1 is changed to read, "This variance is granted to create a 4-lot subdivision with two flag lots having a fully paved 20-foot wide access drive, from the street to the deepest parcel, where 30 feet is the minimum required."

Condition 7 is changed to read, "Access to Lots 1 and 2 shall be by the shared access drive. This driveway shall be 20-feet wide and all maneuvering areas must be paved with asphalt or concrete."

Bryan Cosgrove asked for clarification of the placement of the tree that may be removed. **Susan Heiser** pointed out the trees on the site map.

Pat Lent noted that the existing shed has curb cuts. She asked if larger curb cuts will be made to the middle parcel? Because this is an improvement to the curb, is it possible to require the driveway be paved also? **Susan Heiser** stated that as part of the sidewalk, new curb cuts will be put in along the frontage. Yes, a paved driveway can be a condition of approval.

Charles Stoudt asked if there were any other alternatives other than a variance to address the fire standards? **Susan Heiser** stated that there are other alternatives, but given that the fire requirements have changed since the Zoning Ordinance was written, the 20-foot width is more feasible and meets the intent of the 30-foot requirement.

Chair Smith asked if any other correspondence had been received since the mailing of the Commission packets? **Susan Heiser** stated that she had several neighbors inquire about the Application and she believes they are here tonight.

APPLICANT PRESENTATION

Speaking: Phil Harvey 13245 SE Maple Lane, Milwaukie

Mr. Harvey stated that he has read the Staff Report and that Staff had covered all aspects of the Application and he concurs with all of the findings and conditions of approval. He stated that he agrees to the paving of the driveway and access drive to the deepest part of the parcel.

TESTIMONY IN FAVOR -- None.

QUESTIONS OR COMMENTS

Speaking: Mel Sampson, 3524 SE Filbert, Milwaukie

Mr. Sampson stated that he has lived at this address since 1979. He noted that several years back, Filbert Street was widened and developed and has now turned into a speedway. Filbert Street is the only street that the Ardenwald School path crosses completely. This is a very dangerous area and a bad situation. Signs have been posted, but children on bikes come out of the path without looking and the driver cannot see the child until he is in the street.

With this proposed development, more cars and houses on this street will result in tragedies. He feels this will create a real problem and should be looked into.

Speaking: Lynn Pagen, 3642 SE Wake Street, Milwaukie

Ms. Pagen noted that she is the property owner immediately north of the subject site. The Staff Report indicates, "The Applicant has indicated that he intends to construct fences to buffer the neighbors on either side of the development." She questions why the Applicant is only required to put fencing on the east and west side. She requested that the Planning Commission make it a condition of approval that the Applicant be required to construct fences along the north side also. She too has a flag lot. Her house will be one of the closest houses to the development and she would like to have a buffer.

Ms. Pagen asked if there were any requirements for the orientation of the house. Finding 9 indicates, "Of the 4 lots proposed, all are in a north-south orientation and building construction on each of the new lots can take advantage of solar access." Will the Applicant be allowed to put a house with a side setback of 5-foot from her property line? Is there any provisions for orientation of the

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construction and how close can the Applicant put a house to her property line? **Susan Heiser** stated that when the house goes through building permit review, the Applicant will be required to meet the rear-yard and side-yard setbacks. The Applicant is required to have a minimum width of 60 feet for the front of the lot and 80 foot dept. This dictates the orientation for Lot #1.

Ms. Pagen asked that a new condition of approval be applied stating, "The Applicant must orient the house north/south and that the 20-foot rear yard setback be maintained."

Ms. Pagen asked if there are occupancy limits for single-family residences and is there a limit to the number of cars in a household? **Susan Heiser** stated that there is a 5 un-related people limit for occupancy of a single-family dwelling. The number of cars in a household is not necessarily related to how many unrelated people live in a dwelling.

Ms. Pagen noted that in Condition 9, "...The roof drains for both the existing and new homes must be connected to a drywell or piped to the storm system." She feels that the neighbors are being assessed higher sewer charges because the sewer system can't handle all of the storm water that is being put into it. She and the surrounding neighbors get to pay for the increase due to new development. She requested that that a condition of approval be required that the roof drains be connected to a drywell, not the storm system. It was explained that Systems Development Charges are required of the developer to pay into the storm sewer system fund.

Maggie Collins reported that there are projects in the Ardenwald area that will build a storm system where there is none now. A recommendation is made that the Public Works Department review the storm system for capacity and possible connection. If there is current capacity, then the Applicant is encouraged to use the system.

Ms. Pagen concluded that she does not feel flag lots are a good idea; they clog up the neighborhood, make it more dangerous, make insurance rates rise, diminish the value of all the surrounding property owners, and degrade the quality of life in the neighborhood.

Speaking: Loraine Collins, 3521 SE Filbert Street, Milwaukie

Loraine Collins asked what type of construction will go on these lots, apartments, duplexes, etc.? **Susan Heiser** stated that in a R-7 district there must be 14,000 sq.ft. for a duplex. There is not enough area for duplexes or anything larger than a single-family dwelling for this Application.

Speaking Bryan Foster 3548 SE Filbert, Milwaukie

Mr. Foster asked if these dwellings will be single-family homes for sale or rental homes? **Chair Smith** stated that it is not under the purview of the Planning Commission to dictate whether a home will be rented.

TESTIMONY IN OPPOSITION

Speaking: Tim Good, 3835 SE Filbert

Mr. Good voiced concern about what is the best use for this property and what is available as far as land and lots. There is a lot of pressure for infill and use of available properties, but in this neighborhood, with the way the homes are situated, the best feature of the neighborhood is the size of the lots. If this infill continues, he is concerned about precedence. He purchased his lot because of the size of lots in the area and is disappointed by the proposed subdivision.

Mr. Good stated that he was assessed for sewerage and drainage. With the proposed development, more drainage will be needed. Continuing to add these facilities to this neighborhood is questionable. **Chair Smith** noted that the Planning Commission has received a letter from the Public Works Department which addresses sanitary and storm sewer capacity.

Mr. Good noted that the new owners have not shown interest in maintaining or caring for the property. He would like to see the neighborhood increase in value, not be reduced in value.

Mr. Good stated that there are traffic problems on this street now. With the increase in traffic, there is a decrease in safety. He has a small child that plays in this area and is concerned, as are others on this street, because of the speeding. He is in opposition to this Application.

Mr. Good asked if public testimony really had influence on the Commissioner's decision when they are focusing on the Zoning Ordinance code and criteria of the Comprehensive Plan? **Pat Lent** stated that all of the testimony that addresses the criteria has an impact on the decision by the Commission. Requests have been turned around because of testimony related to the criteria.

Speaking: Andy Damingle, 3832 SE Filbert, Milwaukie

Mr. Damingle voiced concern about the speeding cars on the street. He has witnessed motorists going by the kids walking home from school at 50 miles an hour, several near-accidents and speeding of up to 60-70 miles a hour, especially at night.

Mr. Damingle stated that he is in opposition to this Application. The development of these homes will raise the neighborhood insurance rates because with more houses and more people, the risk is higher and the cost is higher.

Mr. Stoudt asked Mr. Damingle if he felt the five-foot frontage requirement will help with the student safety issues. **Mr. Damingle** stated that he does not feel it will help because the way the path is created, the brush will need to be cut at an angle so the drivers can see the children.

Pat Lent asked Staff if there was a traffic safety forum where these neighbors could air their concerns? **Maggie Collins** stated that Staff will take these comments to Jim Brink, Public Works Director and the staff person for the Traffic Safety and Transportation Board. There is a project starting soon that is addressing paths and safety to Ardenwald School.

Speaking: Goldie Sass - 3524 SE Filbert

Ms. Sass voiced concern about the children crossing the street. She asked how many lots are designated as flag lots on Filbert, other than these two. She asked if the lot for sale next to her will also be a flag lot and will this in turn cause all the homes along Filbert to become flag lots?

Chair Smith stated that all of the lots are large enough to be divided if the owner makes the request. This is an allowable use of property; the Comprehensive Plan encourages infill.

Speaking: Virginia Mannex, 4144 SE Filbert, Milwaukie

Ms. Mannex stated that she has lived here for 45 years and she has seen a lot of changes in this neighborhood. She asked if the Applicant investigated the safety problems, if he knows of the speeding traffic and how unsafe it is for the children? She has had two parked cars totaled because of accidents on this street. He daughter went to Ardenwald School and used the path. She feared for her daughter's safety every day.

Most of the people who purchased land in this area bought it for the large lots and country atmosphere. It is very disturbing to her to have these flag lots come in. She very strongly disapproves of flag lots in general.

Ms. Mannex asked for clarification on the proposed sidewalk on Filbert Street. **Chair Smith** explained that it is a City standard that as new development occurs, sidewalks must be installed as part of the requirement for development.

Ms. Mannex asked if new houses would be built on these lots or if manufactured homes will be brought in? **Chair Smith** informed Ms. Mannex that manufactured homes are allowed in this zone and would be allowed on this property.

Ms. Mannex concluded that she feels that flag lots depreciate the value of the surrounding property. She asked that the Planning Commission deny this application.

Speaking: Gentleman from the audience (name not audible), 3611 SE Filbert, Milwaukie

This gentleman stated that he wanted to be on record that he is in opposition to this application. Filbert Street has been paved and has curbs. Now sidewalks will be built. There will be spots of sidewalk and curbs. This will be a safety issue for the children walking to Ardenwald school. Requiring sidewalks is compounding the problem. A sidewalk should be developed on the whole street all at once.

He voiced concern about the condition of the subject property. The maintenance level has deteriorated. It is a potential fire hazard. **Bryan Cosgrove** stated that the City's Code Enforcement Officer is in charge of city nuisances. He does not think that testimony about the current condition of the property will have any bearing on the outcome of this Application.

Speaking: Dennis Rainville, 3611 SE Filbert, Milwaukie

Mr. Rainville stated that he owns the property to the west of the subject site. He voiced concern about the proposed sidewalks on Filbert Street. There will be six or seven spots of sidewalk and the rest curbs. This will result in decreased safety in that the children walking to the school path will have to walk on the sidewalk, step out into the street and walk, and then walk on sidewalk. The safety issue is being compounded by requiring sidewalks. If sidewalks are going to be required, they should be for the whole street.

Mr. Rainville stated that he is in opposition to this Application; it is not good for the neighborhood.

Discussion followed on how residents could participate in their neighborhood associations to work with their community to change the zoning or alternatives to address infill/flag lots in their neighborhood.

ADDITIONAL COMMENTS FROM STAFF

Staff reviewed the language for the changes to the Staff Report as requested by the Commissioners:

Condition #1 "This variance is granted to create a 4-lot subdivision with two flag lots having a 20-foot wide, fully paved joint access from the street to the deepest parcel, where 30 feet is the minimum required."

Condition #4: "The Applicant shall be required to provide an obscuring screen along the west property line of Lot 1 and the east property line of Lot 2, and the north property lines of Lots 1 and 2. The obscuring screen may consist of a 6-foot tall solid fence or a vegetative hedge. This requirement shall be met prior to the issuance of a certificate of occupancy for residences on these sites."

Condition #7: "Access to lots 1 and 2 shall be by the shared access drive. This driveway shall be 20 feet wide and all maneuvering areas must be paved with asphalt or concrete."

Condition #12: "The Applicant shall provide a paved driveway to the existing garage on Lot 3."

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Condition #13: "Lot 1 shall be oriented in a north/south direction to have a front parallel to Filbert Avenue."

QUESTIONS FOR CLARIFICATIONS -- None.

APPLICANT'S CLOSING COMMENTS

Speaking: Phil Harvey 13245 SE Maple Lane, Milwaukie

Mr. Harvey stated that he is available to talk to anyone regarding the issues that have been raised tonight or any concerns they may have concerning his development.

DISCUSSION AMONG PLANNING COMMISSIONERS

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

It was the consensus of the Commissioners that flag lots and infill are encouraged by the Comprehensive Plan. Flag lots are not very popular, but this Application meets all the criteria of the R-7 Zoning District and City Ordinances.

Bryan Cosgrove moved to approve S-97-02, based on the respective findings in the Staff Report, and subject to the conditions of approval contained in Exhibit 1, with language changes in Conditions #1 and #4, and additional Conditions #12 and #13 as stated by Susan Heiser tonight. **Tim Havel** seconded. MOTION CARRIED 5-0.

Bryan Cosgrove moved to approve VR-97-02, based on the respective findings in the Staff Report, and subject to the conditions of approval contained in Exhibit 9 of the Staff Report as amended tonight. **Pat Lent** seconded. MOTION CARRIED 5-0.

Recess was taken at 8:25 p.m. and the meeting reconvened at 8:35 p.m.

- 5.2 Applicant: North Clackamas Parks & Recreation District
- Property Owner: City of Milwaukie
- Location: North Clackamas Park - 5400 SE Kellogg Creek Drive
- Proposal: Restore riparian vegetation and repair an eroding section of the bank of Mt. Scott Creek
- File Number: NR-97-02

Chair Smith opened the public hearing on File Number NR-97-02, to allow bank stabilization and riparian revegetation of the bank of Mt. Scott Creek within the National Resources Area. He asked if there were any conflicts of interest or ex-parte contacts to declare. There were none. He asked if any member of the Planning Commission visited the site; no hands were raised. 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 subject site is located in North Clackamas Park, along the south side of Mt. Scott Creek. The Applicant proposes to line the bank with river-run boulders with soil and natural retention materials above it. On top of this restabilization area, a mix of live willows and dead plant material will be placed. In three to five years, the bank face should be covered with a dense growth of willows.

The proposed work to be done is consistent with the Natural Hazards Element of the Comprehensive Plan. It is also consistent with the Environmental and Natural Resources Section of the Comprehensive Plan. Staff has reviewed the proposed stream restoration and bank stabilization work and determined that it is consistent with the requirements of the R-10 zoning district, the Community Services Overlay Zone and the Natural Resources Overlay Zone.

Both the Army Corps of Engineers and Division of State Lands have been notified of this Application and have verified that reviews of the proposed project have been applied for. No responses regarding the status of these agencies' review have been received. There are no objections to the proposal from the Public Works Department. South Metro Fire Prevention has stated that the proposed stream restoration and creek bank stabilization are not in conflict with the requirements of the Uniform Fire Code.

The Neighborhood District Association had responded that there was not enough information on which to make a decision. In response, Staff has sent out additional information to them on this proposal. No additional response has been received.

Chair Smith asked if any other correspondence had been received since the mailing of the Commission packets? **Stacy Lawson** stated that no further correspondence has been received.

APPLICANT'S PRESENTATION

Speaking: Diane Campbell, North Clackamas Park and Recreation District

Ms. Campbell stated that Lynn Sharp is the volunteer who has done most of the background work on this project. She also serves on the District Advisory Board. One of the goals of the Park District is to preserve wetlands and stream banks. This is the first project done by the District for streambank restoration.

QUESTIONS FROM THE COMMISSIONERS

Chair Smith asked if there have been any studies done addressing the fact that the existing condition of the stream is due to the overloading of the stream flow from development? He also asked what management measures are in place to preserve the restorations once they are completed.

Speaking: Lynn Sharp, 10906 SE 54 Place, Milwaukie

Ms. Sharp stated that one of the things that affects water quality in urban areas is stream temperature. Trees provide shade and cool off the water. This Application will provide for bank stabilization and riparian revegetation of the bank of Mt. Scott Creek within the Natural Resources Area. An ultimate result would be a cooler water temperature.

This project, when completed, will continue to provide access to the Creek.

TESTIMONY IN FAVOR

Speaking: Dick Shuck, 4815 SE Casa Del Rey, Milwaukie

Mr. Shuck stated that he is a board member of the Friends of North Clackamas Kellogg Creek Planning Group and is very interested in this Application. He is in favor of this proposal for bank restoration. He hopes people are able to stay off the area until the vegetation has had an opportunity to grow and stabilize.

This area of the stream has been in heavy erosion for some time now and he is in favor of the restoration proposed.

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QUESTIONS OR COMMENTS

Speaking: Shanna Rae Johnson, 10912 SE Myrtle, Milwaukie

Ms. Johnson stated that she was prepared to speak in opposition to this Application because she did not think there would be access to the Creek for children and dogs. Now that she knows that access will be allowed, she is in favor of the proposal. She asked if the area would be completely blocked off during construction, and if so, for how long?

TESTIMONY IN OPPOSITION

Speaking: Pat O'Donnell, 13318 SE Kuehn Road, Milwaukie

Mr. O'Donnell stated that he is in agreement that the bank needs some erosion control, however, the rest of the stream area is natural in setting. He voiced concern about the trash that is left by visitors. He does not think any restoration needs to be done.

Speaking: Ann. O'Donnell, 13318 SE Kuehn Road, Milwaukie

Ms. O'Donnell voiced concern about the natural habitat of the stream area. She suggested fencing off a portion of the Creek and allow the blackberries, and natural vegetation there to grow. This will hold the Creek bed the way it is intended to be. She has seen all kinds of attempts to restore the bank, but nothing has taken hold. The only thing that holds that bank is blackberries. Give the bank a rest.

ADDITIONAL COMMENTS FROM STAFF

Stacy Lawson stated that some of the areas of concern identified tonight are not related to this proposal. This Application is limited in scope and cost because of the grant involved. There is an upcoming Master Plan that will be reviewed in the next year which can address these issues.

Stacy Lawson recommended that the second "2" in the conditions of approval be eliminated as this paragraph is an extension of the prior condition.

QUESTIONS FOR CLARIFICATIONS -- None.

APPLICANT'S CLOSING COMMENTS

Speaking: Lynn Sharp, 10906 SE 54th Place, Milwaukie

Ms. Sharp stated that when blackberries are planted, nothing else has an opportunity to grow. The blackberries growing along the Creek are called Himalayan Blackberries, they were introduced to this area. It takes a long time for trees to establish where there are blackberries. For the last two/three years there have been two different tree-planting efforts. There was a 70-80 percent survival rate. Some native plants were removed with the blackberries. Blackberries are not natural stream bank vegetation and should not be a part of the landscaping effort.

Ms. Sharp stated that she is a scientist and she does this type of work for a living. She keeps up with what happens in the urban areas and other areas in the Portland metropolitan area. If nothing is done, the area will continue to erode. She suggested logs around the area to keep the mowers out.

In regards to removal of the rock in the area, **Ms. Sharp** stated that the rock in the Creek is actually a small dam. This is not the right restoration for this part of the Creek. Rock is proposed to be removed and used for the foundation of the bank reconstruction.

Ms. Sharp stated that the goal is to have a 30-50 foot lineal buffer along the Creek. The trees will provide a canopy to cool the stream; blackberries do not provide shade. The duration of the period of establishment will be about three to four years.

DISCUSSION AMONG THE COMMISSIONERS

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

It was the consensus of the Commission that this was a well-planned proposal and that it will be an advancement towards a healthy stream.

Pat Lent moved to approve Natural Resources Overlay Designation, NR-97-02, based on the findings contained in the Staff Report and subject to the conditions in Exhibit 1 as amended. **Tim Havel** seconded. MOTION CARRIED 5-0.



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- 5.3 Applicant: Clackamas Christian Center
 Property Owner: Clackamas Christian Center
 Location: 13333 SE Rusk Road
 Proposal: Place a new double-sided reader board sign at the
 intersection of OR 224 and Rusk Road
 File Number: SP-97-01

Chair Smith opened the public hearing on File Number SP-97-01 to allow a new sign to be located adjacent to the right-of-way of State Highway 224.

Chair Smith asked if there were any conflicts of interest or ex-parte contacts to declare. There were none. He asked if any member of the Planning Commission visited the site; four hands were raised. **Pat Lent** stated that when she visited the site, the sign was down and she put it back up. She asked if this interferes with notice requirements? Staff indicated that this has no bearing on the notice requirement. 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.

Stacy Lawson reviewed the Staff Report with the Commission. Clackamas Christian Center has applied for a new sign to be located adjacent to the right-of-way of State Highway 224. They are requesting the relocation of the existing sign to the other side of the property near the main entrance. The Applicant desires to vary from the Milwaukie Sign Ordinance, Section 14.08.090 by erecting two freestanding signs on the church site, one of which will exceed the maximum area permitted under the Administrative Section of the Sign Ordinance.

The Applicant is proposing two freestanding signs on the Clackamas Christian Center site. They are also requesting approval for a new sign to replace the existing sign adjacent to Highway 224. The sign is proposed to state the church name, worship and Sunday school times, pastor's name and a reader board message.

The sign is to be internally illuminated. Staff is recommending a condition that would require that all lettering used on the sign be a minimum of 8-inches tall. The sign plan shows activity and time messages with letters of 4 inches in height. Staff believes this information would be difficult to read.

The Applicant has cited several other freestanding signs in the area which are located on frontage adjacent to Highway 224. Staff feels that a large sign will not be out of character with the existing layout of signs along 224.

After review of the signs proposed, Staff believes that the proposal is in keeping with the existing character of signs along Highway 224. Staff believes that this church site is unusual in that it has much of its frontage along a State Highway and has frontage on three streets. Both of these facts point to a need for a greater amount of signage than a church in a residential area on a neighborhood street would require.

Chair Smith asked if any other correspondence had been received since the mailing of the Commission packets? **Stacy Lawson** stated that no further correspondence have been received.

APPLICANT PRESENTATION

Speaking: Ed Pagh, 2823 SE Balfour, Milwaukie

Mr. Pagh stated that they have worked very hard meeting with Staff to address all of the issues. He has read the Staff Report and concurs with all of the findings and conditions. The trees were addressed and they agree with the Public Works Department. There are seven trees that provide buffer. One of these trees may have to be removed. These trees are not on public right-of-way.

Mr. Pagh stated that he did not know about the Lake Road Neighborhood District and did not inform them of the proposal. The intent of the signatures was not to get a representative polling of the neighborhood, it was to get a flavor of the immediate neighbors on Rusk Road, informing them of the project to see if there were any impacts from the proposed signage.

Mr. Pagh stated that Condition #2 which states that all the letters used on the reader board sign be 8-inches in height, may be hard to comply with. After discussion with the sign manufacturer, compliance would result in changing the body of the sign. There may be a sacrifice to the information on the other parts of the sign to allow room for the 8 inch letters.

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QUESTIONS FROM THE COMMISSIONERS

Tim Havel asked why the five responses from neighbors on Rusk Road were included in the Applicant's narrative. **Mr. Pagh** stated that he prepared this information to make sure he had complied with the 250-foot notification requirement and so that the Planning Commission would see the number of people who might be impacted from the sign.

Pat Lent asked for the wattage of the proposed sign? **Mr. Pagh** stated that there are 800 milliampres which complies with the requirements.

Mr. Stoudt asked when the church was constructed. **Mr. Pagh** stated that the church was constructed in 1985 and the sign was installed at that time.

It was asked if the sign will have an exterior light? **Mr. Pagh** said no.

TESTIMONY IN FAVOR -- None.

QUESTIONS OR COMMENTS -- None.

TESTIMONY IN OPPOSITION -- None.

ADDITIONAL COMMENTS FROM STAFF

Stacy Lawson suggested that the Commissioners consider a condition regarding restrictions on the removal of the trees on the site as a portion of the site is within a natural resource area. **Tim Havel** stated that a certified arborist be brought in to trim the tree that is in the way of the sign. Since the tree is on church property, rather than having ODOT trim the tree, it is more the responsibility of the owners for trimming of the tree.

QUESTIONS FOR CLARIFICATIONS -- None.

APPLICANT CLOSING COMMENTS -- None.

DISCUSSION AMONG PLANNING COMMISSIONERS

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

Pat Lent stated that in the report, the purpose of the sign was to identify the time and location of the services. Tonight, the Applicant has testified that the message board is the biggest part of the sign. She questions the intent of the sign, whether it is informational or an advertisement? She does not feel the sign is necessary for the community.

Discussion followed on how a large lit sign in this area, close to the freeway, would be a distraction to drivers. Other signs on the highway are higher and at eye level; this sign is lower and some of the letters are small.

It was the consensus of the Commissioners to deny the Application based on the reasons below and to ask Staff to draft findings for denial to be reviewed and voted on at the next meeting.

1. Sign location in conflict with existing trees in the Natural Resources Area.
2. Sign intent -- more advertisement than information.
3. Distraction to drivers on Highway 224.
4. Setting a precedent for large lighted church signs in a residential area.
5. Safe view triangle.

Pat Lent moved to provisionally deny SP 97 01 based on reasons stated tonight and directed Staff to prepare findings for review and decision at the next meeting. **Bryan Cosgrove** seconded. MOTION CARRIED 5-0.

- 5.4 Applicant: Northwest Housing Alternatives, Inc.
- Property Owner: Northwest Housing Alternatives, Inc.
- Location: 2302 SE Willard Street
- Proposal: Convert existing 2-bedroom, 2-bath, single story home with basement into transitional housing and staff office space
- File Number: CSO-97-05/TPR-97-07

Chair Smith opened the public hearing on File Numbers CSO-97-05/TPR-97-07 to convert an existing home to transitional housing and office space and add parking spaces to an existing parking area.

Chair Smith asked if there were any conflicts of interest or ex-parte contacts to declare. There were none. He 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.

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No one in the audience challenged the impartiality of any Commission member or the jurisdiction of the Planning Commission to hear this matter.

STAFF PRESENTATION

Stacy Lawson reviewed the Staff Report with the Commission. Staff recommended approval of CSO-97-05 and TPR-97-07 based on the findings and subject to the conditions contained in Exhibit 1.

The Applicant is proposing to expand the existing facility at the Annie Ross House to include the single-family home directly to the west. The basement of the home will be used for an office space/storage for Northwest Housing Alternatives (NWA) and the remainder of the main floor will be used to house a family in transition.

Parking will be extended by six spaces for a total of 18 parking spaces and a new bike-rack will be installed. Parking requirements are satisfied through shared parking. Staff has not requested compliance with all requirements of Section 500 because this is an pre-existing use constructed prior to the adoption of the Transportation Planning Rule. They are coming closer to compliance, but have not yet met all of the requirements.

There have been no comments or inquiries since the mailing of the Commission packets and there has not been a response from the Neighborhood Association.

APPLICANT PRESENTATION

Speaking: Mr. Wright, 2316 SE Fuller, Milwaukie

Mr. Wright stated that he has read the Staff Report and concurs with all of the findings and conditions. He thanked Staff for their help in this project.

Mr. Wright explained to the Commissioners how the parking lot would be expanded to fit in the 18 parking spaces. He also indicated where the bike rack would be located.

TESTIMONY IN FAVOR -- None.

QUESTIONS OR COMMENTS -- None.

TESTIMONY IN OPPOSITION -- None.

ADDITIONAL COMMENTS FROM STAFF -- None.

APPLICANT CLOSING COMMENTS - None.

DISCUSSION AMONG PLANNING COMMISSIONERS

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

Tim Havel moved to approve CSO-97-05, based on the respective findings in the Staff Report, and subject to the conditions of approval contained in the Staff Report. **Pat Lent** seconded. MOTION CARRIED 5-0

Tim Havel moved to approve TPR-97-07, based on the respective findings in the Staff Report, and subject to the conditions of approval contained in the Staff Report. **Pat Lent** seconded. MOTION CARRIED 5-0

7.0 WORKSESSIONS None.

8.0 DISCUSSION ITEMS None.

9.0 OLD BUSINESS

9.1 Light Rail Study Update -- No Report

9.2 2040 Study Update -- No Report

Maggie Collins reminded the Commissioners to bring their ancillary documents to the Regional Center Master Plan Steering Committee meeting on August 21, 1997.

10.0 OTHER BUSINESS

10.1 Historic Resource Commission Report -- None.

10.2 Clackamas Regional Center Area Plan Report -- None.

10.3 Community Development Report

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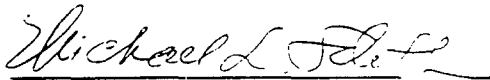
CITY OF MILWAUKIE PLANNING COMMISSION
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Maggie Collins reported that at the Steering Committee meeting there will be discussion on the Committee's role, particularly as a future "Maker of Ordinances" and "Judge of Ordinances."

11.0 Next Meeting -- August 26, 1997

It was the consensus of the Commissioners that since there is not enough pressing business to conduct and no public hearings scheduled for the meeting of August 26, 1997, that the meeting will be cancelled. The next scheduled Planning Commission meeting will be held on September 9, 1997.

Pat Lent moved to adjourn the meeting of August 12, 1997. **Tim Havel** seconded. MOTION PASSED UNANIMOUSLY. The meeting adjourned at 10:30 p.m.



Michael Smith, Chair

Shirley Richardson, Hearings Reporter

CITY OF MILWAUKIE
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

Date: August 12, 1997
File No.: SP-97-01

Application: Consideration Item, CSO Sign Application
Applicant: Clackamas Christian Center
Property Owner: Same
Location: 13333 SE Rusk Road, Milwaukie, OR 97222
Tax Lots 600, 700, 900 & 901 of Tax Map 2 2E 06 AD (See Exhibit #1)

RECOMMENDATION:

That the Planning Commission Move to approve SP-97-01, as amended by the conditions included in this report.

BACKGROUND:

Clackamas Christian Center has applied for a new sign to be located adjacent to the right-of-way of State Highway 224. They are requesting the relocation of the existing sign to the other side of the property near the main entrance. The Clackamas Christian Center is a Community Services Overlay use.

Milwaukie's Sign Ordinance. Section 14.08.090, Conditional and Community Service Use Signs requires that signs for a conditional use previously approved by the Planning Commission, shall be restricted to 1 monument or freestanding sign with a per-display-surface area limit of 16 square feet and a maximum overall height limit of 6 feet from grade, and 1 wall sign not exceeding a display surface area limit of 16 square feet and 1 daily display sign per business, not exceeding 12 square feet per display surface. If proposed signage exceeds these requirements, the signage must be reviewed by the Planning Commission.



CITY OF MILWAUKIE COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT - Clackamas Christian Center
Sign Permit SP-97-01
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The applicant desires to differ from the above requirements by erecting two freestanding signs on the church site, one of which will exceed the area specified in Section 14.08.090 of the sign code.

DISCUSSION:

The applicant is proposing two freestanding signs on the Clackamas Christian Center site. They currently have one freestanding sign adjacent to Highway 224 which is 21 square feet in size and approximately 4 feet from grade. They propose to move this sign from its current location to the main entrance of the facility which is located on Kellogg Creek Drive.

They are also requesting approval for new sign to replace the existing sign adjacent to Highway 224. The proposed reader sign is 86 square feet in size and is proposed to be a height of 11.75 feet from grade. The sign is proposed to state the church name, worship and Sunday school times, pastor's name and a reader board message.

The sign as proposed is quite large, but the applicant argues that because of the speeds on Highway 224, a large size sign is necessary in order to safely identify the site and direct visitors to the church.

The new sign is proposed to be internally illuminated. This is also to ensure safe identification and directional functions. The church proposes to turn the sign off by automatic timer at 10:00 p.m. to mitigate concerns about illumination of the sign on the surrounding area.

SIGN COMPARISON

The applicant has cited several other freestanding signs in the area which are located on frontage adjacent to Highway 224 which are large in size. These signs are located in both City and County jurisdictions. Staff agrees that most of the signage along Highway 224 is as large or larger than that proposed by Clackamas Christian Church. Staff agrees that a large sign will not be out of character with the existing community along 224.

The applicant also correctly states that reader board signs have been permitted at churches in Milwaukie in addition to freestanding identification signs.

In addition to the signs cited by the applicant as being larger than that proposed, staff would like to compare the Nautilus Plus signage which was approved by the Planning Commission in April of 1996. This sign was approved under the same section of the

Sign Ordinance because Nautilus Plus is a Conditional Use in the BI (Business Industrial) zone. In this case, three 40 square foot wall signs were approved, two of which face Highway 224. As these signs are wall signs, their measurements include only the lettered area. The letters were installed at approximately 16 feet from grade.

The total height of the proposed reader board sign is less than 12 feet, while the height from grade of the top of the letters of the Nautilus sign is 16 feet. In addition, the Nautilus sign is red and illuminated, while the proposed reader sign is brown, black and white. The letter height of the Nautilus sign is 2 feet and the proposed letter height of the proposed reader sign is 1 foot for the church name, and 8 inches for the hours, reader message and pastor's name. Information submitted by the applicant indicates that the minimum size appropriate for the site would be between 6 and 8 inches. Both signs are designed to be placed 10 feet from the edge of the right-of-way of Highway 224.

Oregon Department of Transportation

The Oregon Department of Transportation has not identified any concerns related to the proposed sign and will not require any form of permit review through their agency.

Department of Public Works

The Department of Public Works has not identified a clear sight issue related to the location of the reader board sign along Highway 224. They do however, not recommend approval of the sign because of an existing row of trees located at the edge of the right-of-way. It is believed that these trees will screen the sign from travelers coming from west to east and will divert the attention of travelers as they approach the intersection with Rusk Road. Staff has reviewed this situation and based on this comment and the lack of identified concerns expressed by the Oregon Department of Transportation, have recommended a condition that any trees which block the view of the sign to the west along Highway 224 be trimmed to the extent feasible, in order to provide the best visibility possible. Staff notes that the existing sign is located even further back from the pavement of 224, is at a lower elevation than the proposed sign and is substantially screened from Highway 224 by the trees along the edge of the right-of-way. Denying an applicant signage on its largest frontage based on the fact that vegetation exists along the right-of-way adjacent to their property does not appear to be an equitable solution to the need for identification and direction.

Public Works also states that the existing sign which is to be relocated to the Kellogg Creek Drive frontage must be setback a distance of 10 feet in order to preserve clear sight distance at this corner. Staff has added a condition to require this change.

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CITY OF MILWAUKIE COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT - Clackamas Christian Center
Sign Permit SP-97-01
August 12, 1997
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NDA added here

STAFF RECOMMENDATION:

After review of the signs proposed, staff believes that the proposal is in keeping with the existing character of signs along Highway 224. In addition to the fact that most of the uses along Highway 224 have similarly sized signs, staff believes that this church is no different in its need for a reader board sign than others in Milwaukie. In addition staff believes that this church site is unusual in that it is located on a State Highway and has frontage on three streets. Both of these facts point to a need for a greater amount of signage than a church in a residential area on a neighborhood street would require.

RECOMMENDED ACTION:

Staff recommends that the Planning Commission move to approve SP-97-01, based on the following findings and subject to the condition in Exhibit 1.

FINDINGS:

1. The church property on which the proposed sign is to be placed is large in size and has frontage on three different roadways.
2. The church property is located adjacent to State Highway 224 on which travelers regularly drive 50 miles an hour or more.
3. The proposed sign is lower in height and similar in square footage than other signs approved along 224 under Section 14.08.090 of the Sign Ordinance.
4. Other churches in Milwaukie have been permitted to have reader board signs.

EXHIBITS

1. Vicinity Map
2. Signage Plans (3 pages)
3. Plot Plan
4. Photo representation
5. Department of Public Works comments dated July 8, 1997.
6. Oregon Department of Transportation comments from Jimmy Odem.

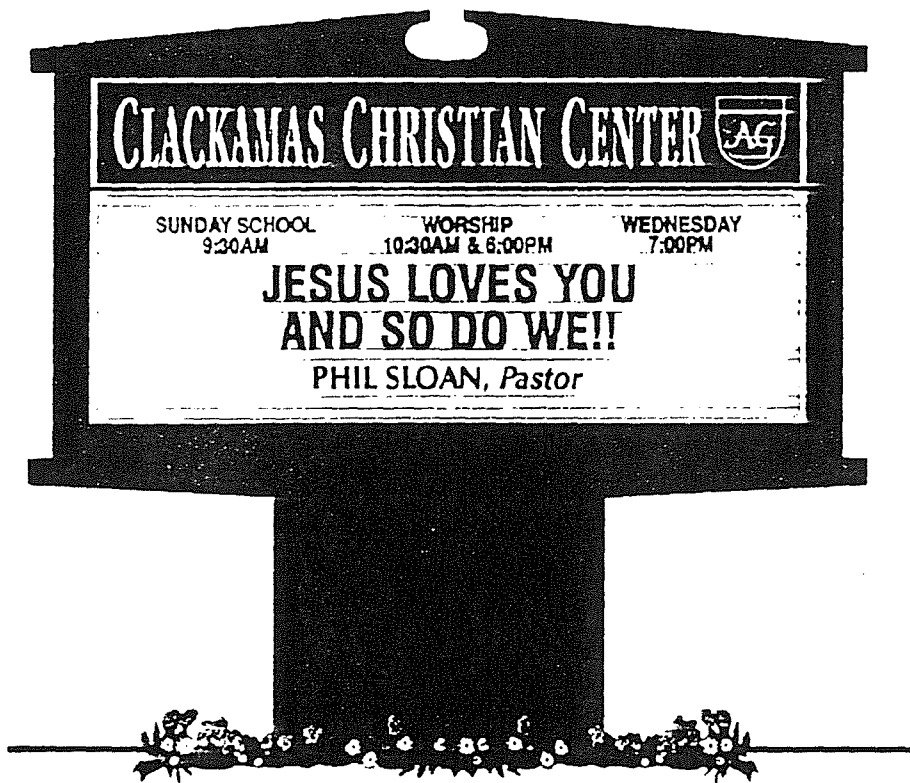
EXHIBIT 1

CONDITIONS OF APPROVAL FOR SP-97-01

1. All letters used on the reader board sign shall be a minimum of 8 inches in height, including the letters identifying hours of activities.
2. The applicant shall relocate the existing sign to the Kellogg Creek frontage as shown on the plot plan. The sign shall be setback a minimum of 10 feet from the face of the curb in order to preserve clear vision to the west on Kellogg Creek Drive.
3. The applicant shall trim the trees located along the edge of the right-of-way of Highway 224 to improve sight distance to the proposed sign. Any permits necessary to trim the trees on ODOT property or gain access to ODOT right-of-way while trimming shall be obtained prior to work commencing.

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Sign Installation and Relocation Project



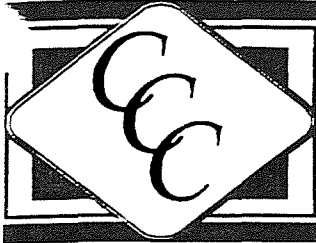
Clackamas Christian Center
Milwaukie, Oregon

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CLACKAMAS



CHRISTIAN
CENTER

PHILLIP C. SLOAN
Pastor

"A Passion For God . . . A Compassion For People"

NARRATIVE

Clackamas Christian Center (CCC) desires to place a new sign at the intersection of Highway 224 and Rusk Road. This endeavor includes relocating our existing sign to the church entrance on Kellogg Creek Drive. Unlike our existing sign, this new sign will be a double-sided reader board sign. National church growth studies indicate that about one-third of those who visit churches come the first time because of the SIGN in front of the church. Ten percent of those who join a church indicate they came the first time because of the sign. Signs are a highly effective tool to identify, inform and invite. Ours will be an attractive, quality tool for increasing attendance, income and outreach.

This narrative outlines the major issues that CCC worked through to help make the approval and installation of the proposed sign a benefit to the church and community alike.

I. Size and Construction

The size of the proposed sign does not conform to the size or height limitations in the City of Milwaukie Sign Code for conditional and community service use signs. Please refer to the comments about safety below for an explanation and justification of non-conformance.

We are currently considering installing the new sign and relocating the existing sign ourselves. The sign manufacturing company is providing video and written instruction for the installation of the new sign. The installation will be overseen by the electrical and construction professionals within the church membership.

II. Safety

A. Traffic safety

A sixteen square foot size limitation as stipulated in the City of Milwaukie sign code will create a hazard on HWY 224. According to the 1994 and 1995 Oregon Department of Transportation traffic volume reports, the volume of traffic along HWY 224 at its intersection with Rusk Road falls between 33,000 - 35,000 vehicles per day. As a result, this stretch of road falls within the second highest volume classification in the state. In addition, the design speed of HWY 224 is 50 MPH, and will usually exceed that amount by at least 5 MPH. A sixteen square foot reader-board sign on a road with prevailing speeds at 50 MPH or more will not allow sufficient time

3333 S.E. Rusk Rd.
Milwaukie, OR 97222
(503)654-9531
FAX (503)654-6837

for drivers approaching the church to safely read, assimilate, and react to the information on the sign. Too small a sign will create real possibilities of collisions as impatient drivers follow behind a vehicle slowing to read "the impossible to read sign". (See exhibit A - Data from the American Association of State Highway and Transportation Officials, Wash. D.C.) A sign must be sized properly to allow sufficient reading time (See exhibits B & C) and reaction time to allow the reader to take appropriate action - i.e. slow down and turn into the church location.

While we wish the size of the sign could be smaller, mainly because of costs, the traffic speeds on HWY 224 and resulting letter size requirements force us to purchase a larger sign that will be both safe and effective. For our sign to be read safely at prevailing speeds, we are requesting a seventy-two square foot sign. This will meet the standard set by the American Association of State and Highway Transportation Officials in their handbook and Visual Acuity Charts provided by the sign industry.

In addition, the proposed location for the new sign and proposed relocation of the old sign do not present any view obstructions.

B. Sign safety

Along with traffic safety are the concerns about the safety of the sign itself. Clackamas Christian Center will be making a financial investment in the purchase of the new sign and wants it to last for many years. Below are some of the features of the new sign that will ensure our new sign is both safe and resistant to vandalism.

- With proper installation, the sign has a 120 MPH windload factor.
- The sign comes with a 20 year warranty.
- The sign is constructed out of riveted, non-breakable, durable material.
- The sign will include a vandal-proof cover.

III. Illumination

The proposed new sign does not conform to current city requirements for signs located in a residential zone. Current city code does not allow for an internally illuminated sign in a residential zone. Like most new reader board signs, our proposed new sign is internally illuminated. As a mitigation effort, Clackamas Christian Center proposes to put the sign on a timer to turn off at 10:00 p.m. This time has been acknowledged and accepted by the surrounding neighbors who would be impacted by the illumination.

IV. Community

One of Clackamas Christian Center's major tasks in preparing for the installation of the new sign was to get neighborhood approval. During the months of February and April, staff from CCC met with residents along Rusk Road and Kellogg Creek Drive who would be directly impacted by the new sign. We explained the project to each of them, describing facts and details about the sign and showing them graphics and video images of how the new sign and relocated sign would look once installed (see exhibits D and E, respectively). We then presented them with a fact sheet about the new sign, along with a petition (See exhibit F and G, respectively). Every resident we spoke with signed the petition indicating that they had no objection to the installation of the new sign as it was presented to them. Our application to the city for a sign permit does not contain any new or conflicting information than that presented to the residents.

A community benefit to our application is the relocation of the existing sign to the church driveway on Kellogg Creek Drive. This sign will serve as a way sign for those who wish to find the senior center located next to the church. Many portable signs are used near the intersection of HWY 224 and Rusk road to advertise events at the senior center. While this is a great idea, the arrows and directions on the signs do create confusion. The church redirects many people who stop-in thinking they have arrived at the senior center, only to find out they are at a church and the senior center is still farther down the street. The relocation of the new sign should help minimize this confusion in the future.

Another community involvement issue is the "fit" of the sign into the community. Many businesses along HWY 224 have large signs, some of them reader board signs. The following is a list of businesses within approximately a half mile, both north and south of the church, that have larger signs along HWY 224:

- Clackamas High School
- State Farm Insurance building
- Clackamas Communications
- State Farm Insurance
- Century 21 Realtors
- Pay N' Play USA
- Omark Industrial Park
- Farmers Insurance Group
- Fleming Foods
- Lake Plaza Building

With all of these existing signs located within a close proximity to the church, this new sign will not appear out-of-character within the immediate community.

In addition, the city has allowed churches to install new reader board signs as a means for the church to communicate with their members and the community. As Clackamas Christian Center looks to become more involved in the community we feel a reader board sign is an important part of our vision for the future. Three examples of other churches in Milwaukie who are using reader board sign are: Milwaukie Christian Church on King Road (Their reader board sign is in addition to their large wood sign approximately the same size as CCC's existing wood sign that is to be relocated.), Milwaukie First Baptist Church (Their reader board sign, which fronts 42nd Street, is in addition to a large free-standing sign, which fronts Monroe Avenue.), and St. Paul's United Methodist Church on Linwood Avenue.

V. Relocation of Existing Sign

The final issue is to address the details associated with the relocation of the existing church sign on the corner of Rusk Road and HWY 224 to the Kellogg Creek Drive entrance. The relocated sign will:

- Not have a brick planter (As it currently does in its present location)
- Not have internal or external illumination
- Be located outside of and not impact the natural resources overlay zone
- Meet the requirements for a conditional and community service use sign

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EXHIBIT A

Design Speed (km/h)	Assumed Speed for Condition (km/h)	Brake Reaction		Coefficient of Friction ^a f	Breaking Distance on Level (m)	Stopping Sight Distance for Design (m)
		Time (s)	Distance (m)			
30	30-30	2.5	20.8-20.8	0.40	8.8-8.8	29.6-29.6
40	40-40	2.5	27.8-27.8	0.38	16.6-16.6	44.4-44.4
50	47-50	2.5	32.6-34.7	0.35	24.8-28.1	57.4-62.8
60	55-60	2.5	38.2-41.7	0.33	36.1-42.9	74.3-84.6
70	63-70	2.5	43.7-48.6	0.31	50.4-62.2	94.1-110.8
80	70-80	2.5	48.6-55.5	0.30	64.2-83.9	112.8-139.4
90	77-90	2.5	53.5-62.5	0.30	77.7-106.2	131.2-168.7
100	85-100	2.5	59.0-69.4	0.29	98.0-135.6	157.0-205.0
110	91-110	2.5	63.2-76.4	0.28	116.3-170.0	179.5-246.4
120	98-120	2.5	68.0-83.3	0.28	134.9-202.3	202.9-285.6

^a Values of coefficient of friction generally approximate curves 9 and 10 (coefficient of friction for wet-PC concrete and wet-plant mixes) shown in Figure III-1A.

Table III-1. Stopping sight distance (wet pavements).

EXHIBIT B

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Duration of readability

The premier quality of an effective sign is readability. If a sign cannot be read from a distance sufficient to allow time to read it, then the message it carries is silenced. The chart below will help you choose the best letter size for the speed of traffic passing by.

Imagine you are the driver of a car driving past your sign. At your speed, what letter size will the sign require to allow you time to read the message before you pass it?

Speed		Size of Letters				
MPH	FT./Sec.	3"	4"	6"	8"	10"
5	7.3	20.58	27.44	41.16	54.88	68.60
10	14.7	10.20	13.60	20.40	27.20	34.00
15	22.0	6.82	9.09	13.64	18.19	22.73
20	29.3	5.12	6.83	10.24	13.65	17.07
25	36.7	4.09	5.45	8.18	10.91	13.63
30	44.0	3.41	4.55	6.82	9.09	11.37
35	51.3	2.92	3.89	5.84	7.79	9.73
40	58.7	2.56	3.41	5.12	6.83	8.53
45	66.0	2.27	3.03	4.54	6.05	7.57
50	73.3	2.05	2.73	4.10	5.47	6.83
55	80.7	1.86	2.48	3.72	4.96	6.20
60	88.0	1.70	2.27	3.40	4.53	5.67
65	95.3	1.57	2.09	3.14	4.19	5.23
70	102.7	1.46	1.95	2.92	3.89	4.87

Recommended minimum reading time = 5 seconds

Note: The times are calculated assuming a 1" letter to be readable at 50 feet. Each 1" increase results in an additional 50 foot readability. By industry studies the 50 foot per inch readability criterion is generous.

The above chart also assumes free flowing traffic. Traffic lights, stop signs, and other conditions can in some cases justify smaller character heights.

Remember, the figures above represent the time from which letters first become readable until one passes the sign. They are the maximum. The need to monitor traffic conditions, and the standard driving concerns restrict the amount of time a driver can dedicate to reading the message. The answer, whenever possible, is to allow the driver more time to read the message through larger letter sizes.

EXHIBIT C



LETTER VISIBILITY CHART

MAXIMUM READABILITY DISTANCE	READABILITY DISTANCE FOR MAXIMUM IMPACT	LETTER HEIGHT
100'	30'	3"
150'	40'	4"
200'	60'	6"
350'	80'	8"
400'	90'	9"
450'	100'	10"
525'	120'	12"
630'	150'	15"
750'	180'	18"
1000'	240'	24"
1250'	300'	30"
1500'	360'	36"
1750'	420'	42"
2000'	480'	48"
2250'	540'	54"
2500'	600'	60"

Note: The following distances will vary approximately 10% with various color combinations. 5,280 feet equals one (1) mile. Maximum distance in color would be RED or BLACK on WHITE background.

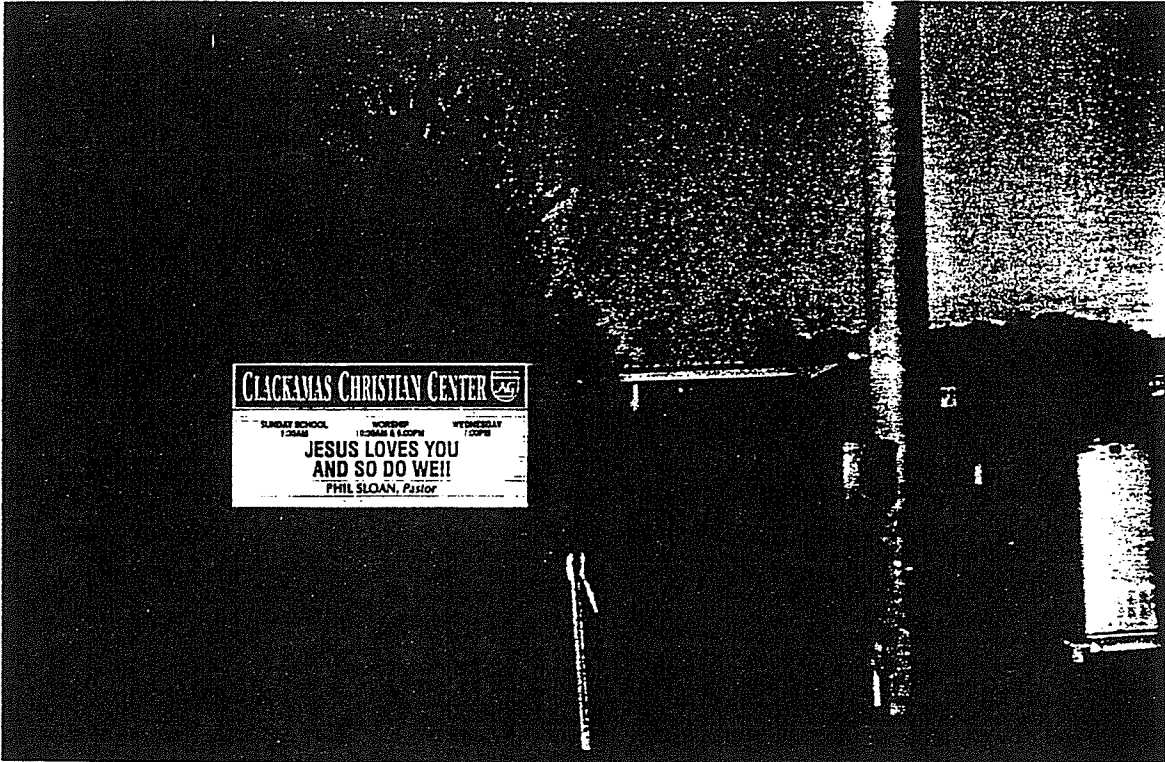


EXHIBIT E

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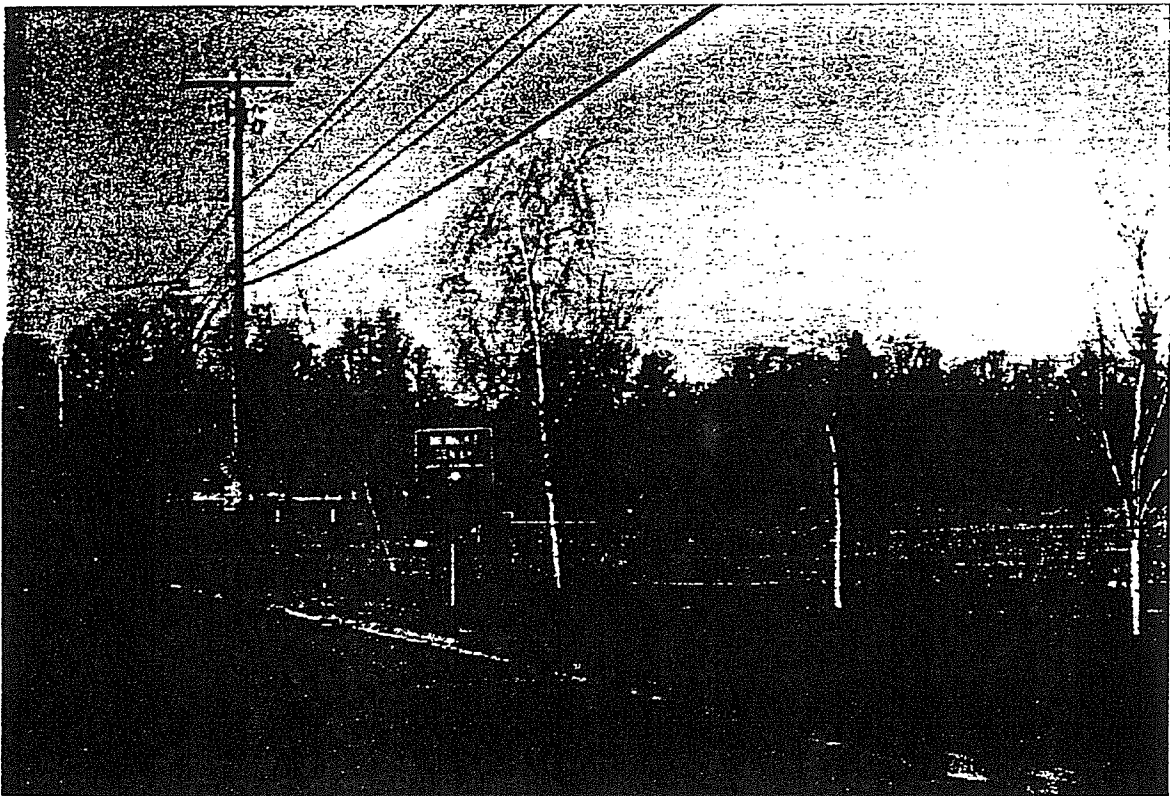


EXHIBIT F

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CLACKAMAS CHRISTIAN CENTER

New Sign Fact Sheet

PURPOSE

- To increase the church's visibility and involvement in the community
- To communicate information with members and the community
- Old sign relocation will help better identify church from Senior Center and reduce confusion

SIZE AND DESCRIPTION

- Free-standing, two-sided, message sign
- The sign will face the on-coming traffic
- Located entirely on Church property
- Dimensions: 12' high x 12' wide
 - Large letters are needed for safe reading at the speeds and width of the Express Way
 - Large letters require an appropriately sized sign
- Same width as existing sign
- The coloring and trim will be attractive and fit with the church architecture

LIGHTING

- Internally lit
- Will turn on automatically and shut off with a timer (10:00pm)

CONFORMANCE

- The proposed installation conforms to the City of Milwaukie sign code except for:
 1. Size.
 2. Illumination.
- The non-conforming issues are being dealt with and will meet with city approval.

Clackamas Christian Center
Adjacent Properties

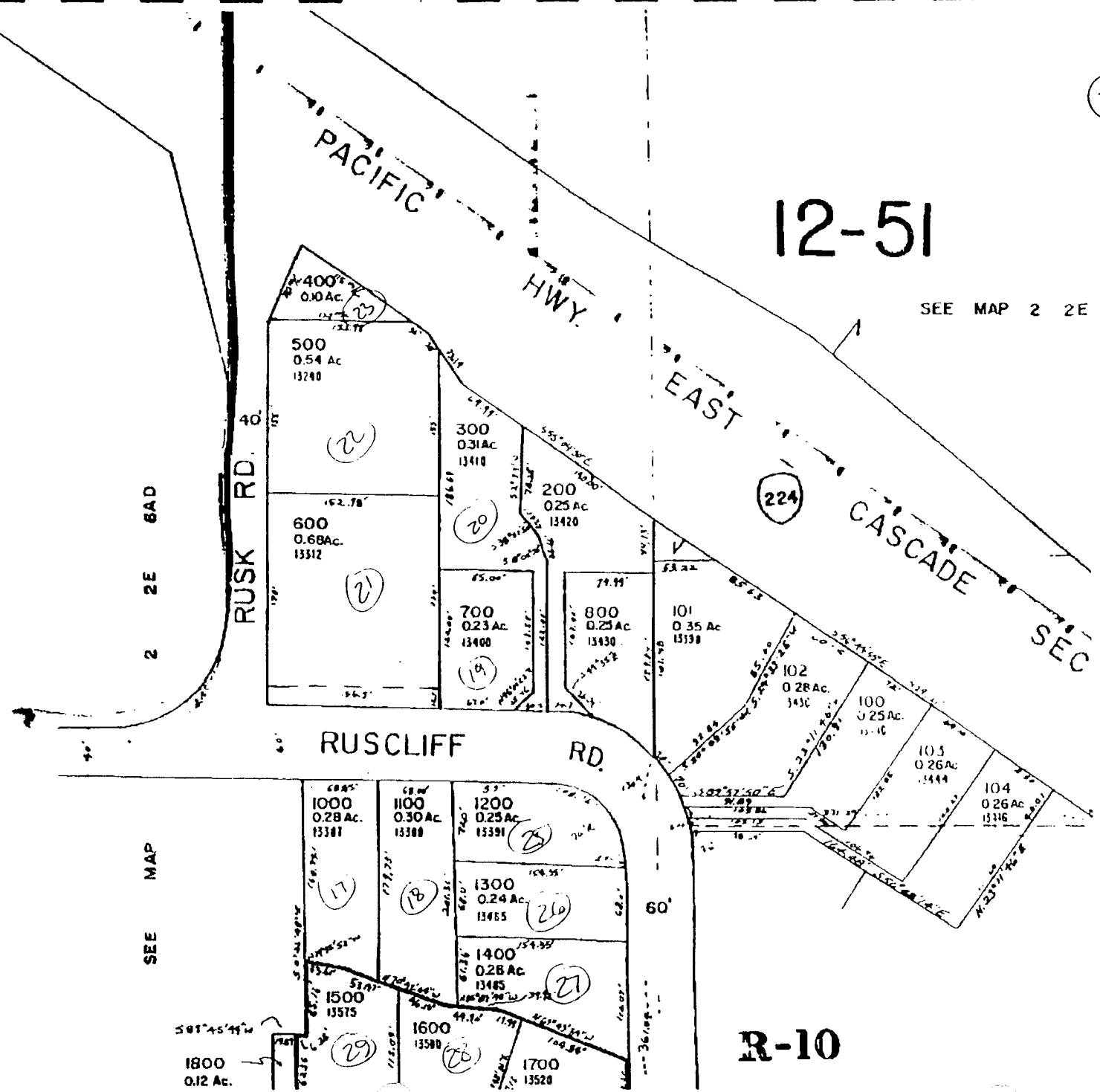
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Map #	Parcel Number	Reference Parcel	Owner	Site Address	Mail Address
1	00437423	R22E06AC00100	City of Milwaukie	5440 SE Kellogg Creek Dr. Milwaukie 97222	10722 SE Main St. Milwaukie Oregon 97222
2	00437539	R22E06AD01100	Deerfield Limited Partnership	5770 SE Kellogg Creek Dr. Milwaukie 97222	735 Commercial St. SE Salem Oregon 97301
3	01461288	R22E06AD01103	Satterthwaite, Steven B. & Glenda M	5770 SE Kellogg Creek Dr. Milwaukie 97222	21045 S. Haskins Mill Rd. Colton Oregon 97017
4	00437557	R22E06AD01102	Kuolt-McDade, Sandra	5804 SE Kellogg Creek Dr. Milwaukie 97222	5804 SE Kellogg Creek Dr. Milwaukie Oregon 97222
5	00437548	R22E06AD01101	Bonstein, Karl M.	5824 SE Kellogg Creek Dr. Milwaukie 97222	5824 SE Kellogg Creek Dr. Milwaukie Oregon 97222
6	00437566	R22E06AD01200	Deerfield Limited Partnership	(n/a)	735 Commercial St. SE Salem Oregon 97301
7	00437575	R22E06AD01400	Johnson, Gary C. & Sherri L.	13477 SE Rusk Rd. Milwaukie 97222	13477 SE Rusk Rd. Milwaukie Oregon 97222
8	00437619	R22E06AD01700	Clark, Billy Jo	13468 SE Rusk Rd. Milwaukie 97222	13468 SE Rusk Rd. Milwaukie Oregon 97222
9	00437628	R22E06AD01800	Kirk, Kent W. & Diane	13460 SE Rusk Rd. Milwaukie 97222	13460 SE Rusk Rd. Milwaukie Oregon 97222
10	00437637	R22E06AD01900	Nealeigh, Douglas E.	13360 SE Rusk Rd. Milwaukie 97222	13360 SE Rusk Rd. Milwaukie Oregon 97222
11	00437646	R22E06AD02000	Aldridge Family Trust	13340 SE Rusk Rd. Milwaukie 97222	13340 SE Rusk Rd. Milwaukie Oregon 97222
12	00437655	R22E06AD02100	Tandy, Stephen D. & Karen L.	13330 SE Rusk Rd. Milwaukie 97222	13330 SE Rusk Rd. Milwaukie Oregon 97222
13	00437432	R22E06AD00100	Neal, Beverly C.	13033 SE Rusk Rd. Milwaukie 97222	13033 SE Rusk Rd. Milwaukie Oregon 97222
14	00437441	R22E06AD00200	Gillum, Robert & Mary L.	13020 SE Rusk Rd. Milwaukie 97222	13020 SE Rusk Rd. Milwaukie Oregon 97222
15	00437450	R22E06AD00300	Goff, Donald E. & Beverly J.	13152 SE Rusk Rd. Milwaukie 97222	13152 SE Rusk Rd. Milwaukie Oregon 97222
16	00437664	R22E06AD02200	Tandy, Stephen D. & Karen L.	(n/a)	13330 SE Rusk Rd. Milwaukie Oregon 97222
17	00432847	R22E05BC01000	Stickel, David G. & Linda M.	13387 SE Ruscliffe Ln. Milwaukie 97222	13387 SE Ruscliffe Ln. Milwaukie Oregon 97222
18	00432856	R22E05BC01100	Lucas, Judith M.	13389 SE Ruscliffe Ln. Milwaukie 97222	13389 SE Ruscliffe Ln. Milwaukie Oregon 97222
19	00432810	R22E05BC00700	Wende, David & Julie	13400 SE Ruscliffe Ln. Milwaukie 97222	13400 SE Ruscliffe Ln. Milwaukie Oregon 97222
20	00432776	R22E05BC00300	Snider, Richard A. & Sandra L.	13410 SE Ruscliffe Ln. Milwaukie 97222	13410 SE Ruscliffe Ln. Milwaukie Oregon 97222
21	00432801	R22E05BC00600	Mikkelson, Scott F. & Dianna L.	13312 SE Rusk Rd. Milwaukie 97222	13211 SE Rusk Rd. Milwaukie Oregon 97222
22	00432794	R22E05BC00500	Faust, Gary L. & Walena R.	13240 SE Rusk Rd. Milwaukie 97222	13240 SE Rusk Rd. Milwaukie Oregon 97222
23	00432785	R22E05BC00400	State of Oregon	(n/a)	Transportation Building Salem Oregon 97310
24	00432632	R22E05B 02700	Chilberg, Chris W.	13030 SE Rusk Rd. Milwaukie 97222	PO Box 1741 Lake Oswego Oregon 97035
25	00432865	R22E05BC01200	Sams, Barbara J.	13391 SE Ruscliffe Ln. Milwaukie 97222	13391 SE Ruscliffe Ln. Milwaukie Oregon 97222
26	00432874	R22E05BC01300	Davidson, Scott A. & Linda D.	13465 SE Ruscliffe Ln. Milwaukie 97222	13465 SE Ruscliffe Ln. Milwaukie Oregon 97222
27	00432883	R22E05BC01400	Devroy, Lawrence L.	13485 SE Ruscliffe Ln. Milwaukie 97222	13485 SE Ruscliffe Ln. Milwaukie Oregon 97222
28	00432909	R22E05BC01600	Johns, Lana S	13500 SE Briarfield Ct. Milwaukie 97222	13500 SE Briarfield Ct. Milwaukie Oregon 97222
29	00432892	R22E05BC01500	Green-Hite, John & Teresa	13575 SE Briarfield Ct. Milwaukie 97222	13575 SE Briarfield Ct. Milwaukie Oregon 97222
30	00436969	R22E06AA00601	Steinmann, Ronald D. & Kathleen T	12929 SE Rusk Rd. Milwaukie 97222	12929 SE Rusk Rd. Milwaukie Oregon 97222
31	00436889	R22E06AA00400	Massey, Leroyce J & Cook, Gloria J	13021 SE Weiko Way Milwaukie 97222	13021 SE Weiko Way Milwaukie Oregon 97222

(16)

12-51

SEE MAP 2 2E



2 2E 6AD

SEE MAP

R-10

ORIGINAL
DO NOT DUPLICATE

J.M. STEWART CORP.
1-800-237-3928

DESIGN
C# L_119728 3-21-97

12' 8"

12'

CLACKAMAS CHRISTIAN CENTER



SUNDAY SCHOOL
9:30AM

WORSHIP
10:30AM & 6:00PM

WEDNESDAY
7:00PM

JESUS LOVES YOU AND SO DO WE!!

PHIL SLOAN, *Pastor*

6

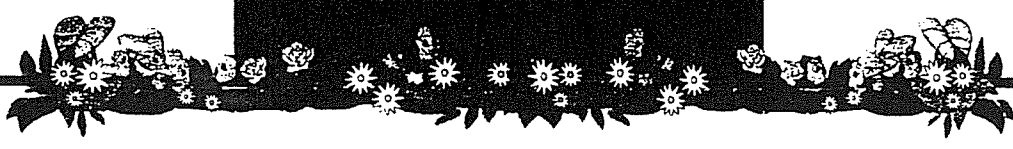
YOKE
4"

11' 6"

5' 2"



6' MAN



WITNESS XL



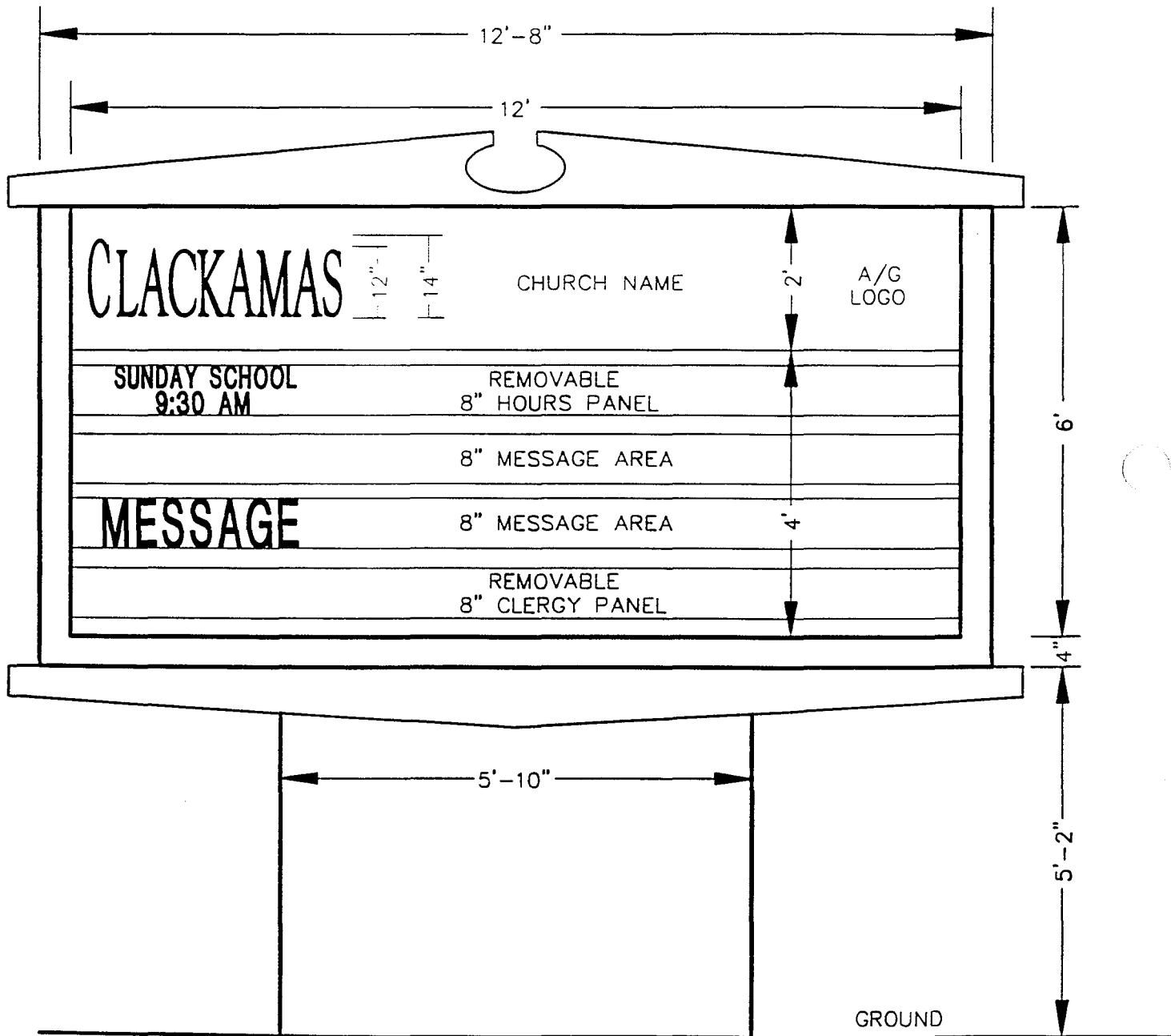
Official Sign Company for
ASSEMBLIES OF GOD

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL OR PAINT

8

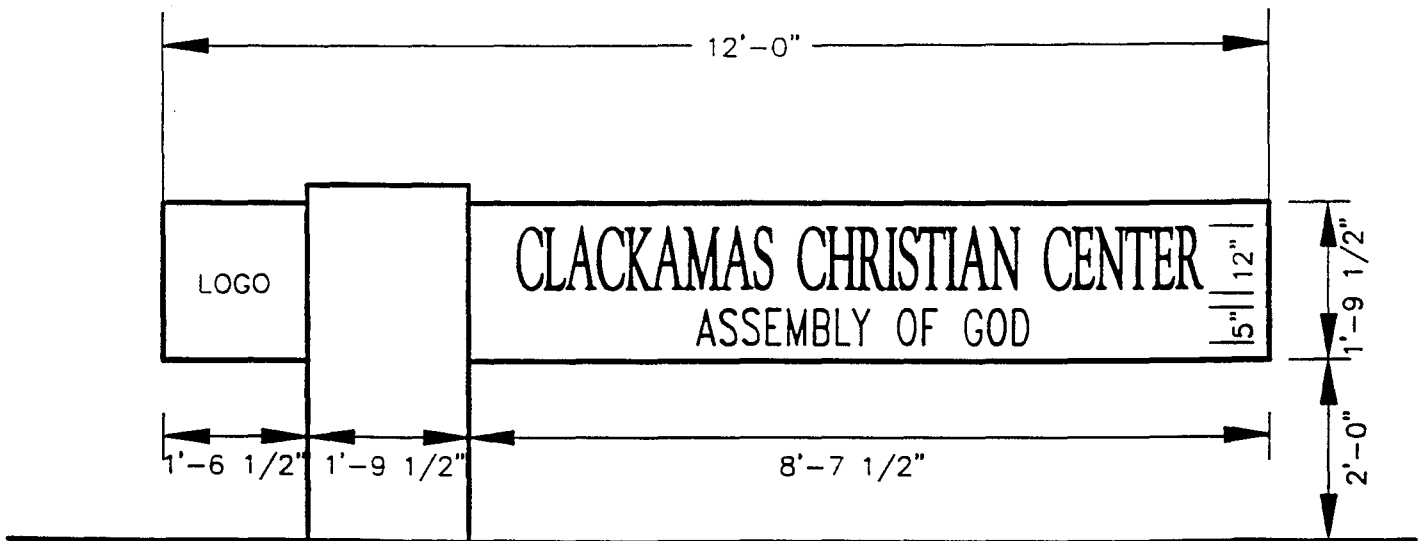
PROPOSED NEW SIGN

TO BE INSTALLED ADJACENT TO WHY 224



EXISTING SIGN

TO BE RELOCATED ADJACENT TO KELLOGG CREEK ROAD



SPECIFICATIONS

FRAME

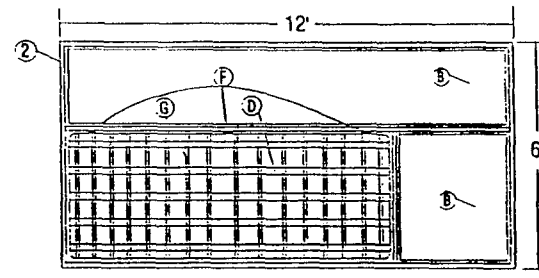
- 1 9" - EXTRUDED ALUMINUM FILLER
- 2 1 1/2" FLAT - EXTRUDED ALUMINUM RETAINER
- 3 24 GA. A60 GALVANIZED HAT SECTION
- 4 1 1/2" x 1 1/2" x 1/8" ALUMINUM ANGLE
- 5 BALLAST - JEFFERSON BA256-672 2 REQUIRED
- 6 LAMPS - F72T12 CW/HO 12 REQUIRED
- 7 SOCKETS - KULKA DOUBLE CONTACT SNAP IN LAMP HOLDERS 582 & 5301
- 8 ELECTRIC OUT PROVISION
- 9 3" x 5" x 1/8" SQUARE TUBE/WELDED AT JOINTS (RED-COTE STEEL)
- 10 6" x 6" x 3/16" SQUARE TUBE/WELDED AT JOINTS (RED-COTE STEEL)
- 11 3/8" x 1 1/2" SELF-TAPPING BOLTS 4 REQUIRED
- 12 12" x 16" x 3/4" BASE PLATES 2 REQUIRED
- 13 1" x 30" J- BOLTS 8 REQUIRED
- 14 #5 REBAR GRADE 60 OR BETTER TIE EACH JOINT (PROVIDED BY CUSTOMER)
- 15 PVC CONDUIT (PROVIDED BY CUSTOMER)
- 16 1/2" DRAIN HOLE

FACE

- A .150" PANFORMED POLYCARBONATE (U.V.)
- B FACE DECORATION PER J.M. STEWART ARTWORK
- C EXTRUDED ALUMINUM VANDAL COVER
- D STEWART COPY CHANGE TRACK (RIVETED)
- E .118" FLAT POLYCARBONATE VANDAL COVER FACE - CLEAR (U.V.)
- F STAINLESS STEEL HINGE 3 REQUIRED
- G 3" x 1/4" PLANKING WITH 3/8" SPACING

NOTES

- DESIGN FACTOR - 50 PSF
 EXTERIOR FINISH - DITZLER AUTOMOTIVE ACRYLIC ENAMEL
 LAMPS INCLUDED
 U.L. APPROVED
 CABINET BOLTED TO STEEL SUPPORT SYSTEM
 ELECTRICAL - 8 AMPS, 120 VOLTS
 FOUNDATION ENGINEERING SHOULD BE REVIEWED BY LOCAL AUTHORITIES DUE TO VARYING SOIL & WIND LOAD CONDITIONS
 BASE PLATES ARE WELDED TO LEGS AT FACTORY
 J.M.S. TEMPLATE MUST BE USED TO SET ANCHOR BOLTS INTO CONCRETE



FACE DETAIL
Scale: 1/4" = 1'

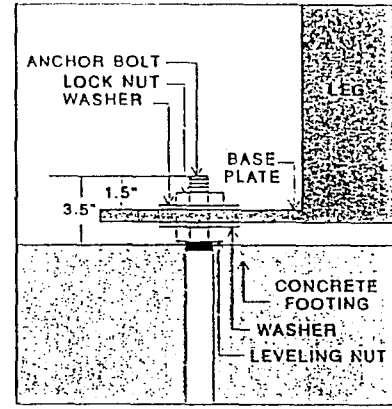
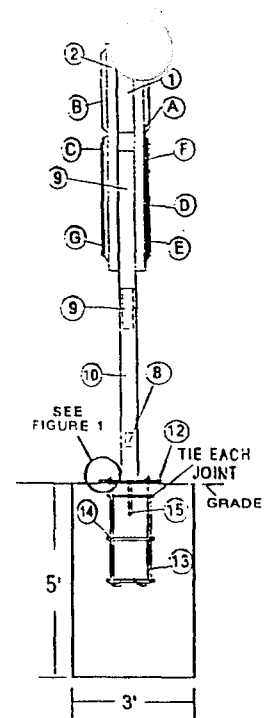
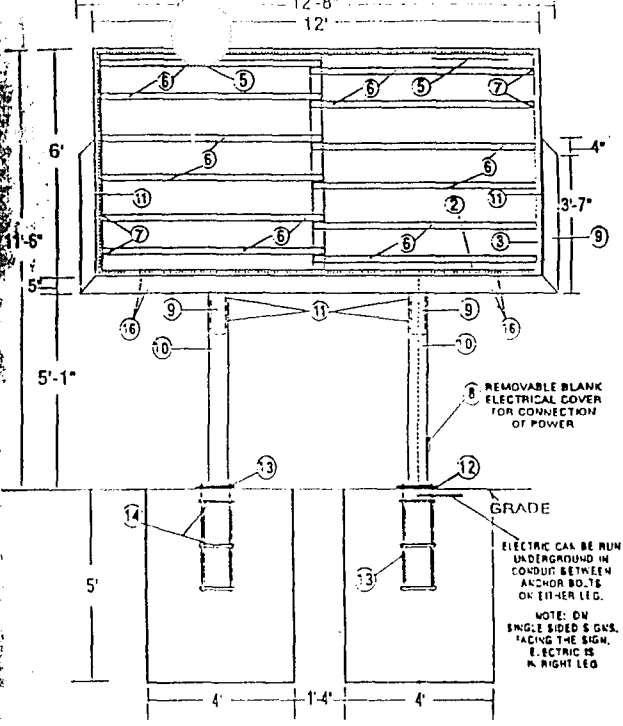


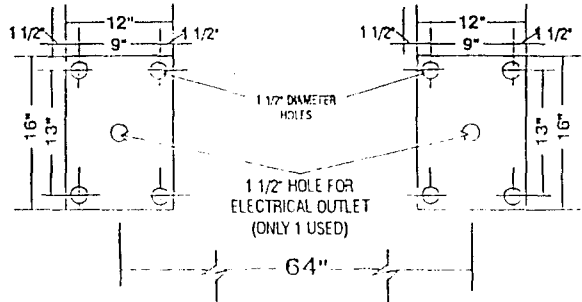
FIGURE 1



CROSS SECTION
Scale: 1/4" = 1'-0"



FRAME & LAMP DETAIL
Scale: 1/4" = 1'-0"



BASE PLATE ARRANGEMENT
Scale: 3/4" = 1'

TITLE: WITNESS XL 50 PSF		REVISION	DATE	BY
J. M. STEWART CORPORATION 2201 CANTON CT #218 TAMPA, FL 34612	DRAWN BY: LAM DATE: 5-22-95	DRAWING # : TDO_038F		
	LOCATION:			



Memorandum

To: Mayor Lomnicki and Milwaukie City Council
Through: Dan Bartlett, City Manager
From: Brent W. Collier, Chief of Police
Date: September 26, 1997
Subject: Award of Contract for Towing Services

Recommendation:

Award of Contract for Towing Services to Olson Brothers Service, Inc., d.b.a. Olson Brothers Towing.

Information:

The Police Department depends on private sector companies to provide towing services. The services are used for impounded vehicles, to clear accident scenes and to tow City owned vehicles. The existing Towing Services Contract was awarded to Olson Brothers in June, 1992 for a five year term. In prior years, the firm selected as the City designated towing company was chosen from those firms responding to a Request for Proposal (RFP).

Background Information:

As the contract award expired this year, a Request For Proposal (RFP) was issued on April 25, 1997. On May 29, 1997, proposals were received from four firms. An initial review and evaluation was conducted by staff, with a recommendation presented to Council. After public testimony, Council directed staff to conduct additional investigation and review. During the course of that investigation and review, several factors were discovered that led staff to consult with the City attorney regarding award of the bid. Staff and City Attorney agreed that an equitable process could best be served by rejecting all bids and reissuing the RFP. In a reissued RFP, staff and City Attorney agreed that the requirements of each respondent would be more clearly delineated and verification of statements would be required by all respondents. In addition, staff and City Attorney agreed that a thorough review of specifications would be completed, including consultation with the City of Portland and the Oregon State Police. This recommendation was submitted to Council on July 1, 1997. Council supported the recommendation.

Request For Qualification Document:

Staff conducted a thorough review of all specifications and consulted with the City of Portland and the Oregon State Police. As a result of this review and consultation, a revised Request For Qualifications (RFQ) was crafted. This RFQ *required* that specific procedural steps be followed. The RFQ also *required* that all respondents meet specific minimum qualifications and specifically addressed evaluation and selection criteria.

The RFQ included the following notification:

“The City Council expressly reserves the following rights:

- To reject any and/or all irregularities in the responses submitted.
- To reject any and/or all responses or portions thereof.
- To base awards with due regard to quality of services, experience, and other such factors as may be necessary in the circumstances.
- To make the award to any vendor whose response, in the opinion of management and the City Council, is in the best interest of the City.”

On August 29, 1997 the Posting of the RFQ was executed. The RFQ document required that written responses be received no later than 2:00PM, September 12, 1997. On September 12, 1997, at 2:01PM, Finance Director Anderson and I opened two sealed RFQ for Towing Services documents. These were the only RFQ documents submitted. The RFQ documents were submitted by Olson Brothers Service, Inc., d.b.a. Olson Brothers Towing and J&M Auto Import Rebuilding, Inc., d.b.a. Justice Towing Company.

RFQ Review:

Staff has completed review of the RFQ documents submitted by both respondents. Staff has also conducted the necessary investigations and inspections relative to the RFQ documents and submits the following comments. *RFQ discrepancies are italicized. Page and item numbers are noted for your review.*

Justice Towing:

1. *Only one copy of RFQ supplied. Two are required (P6).*
2. *Required resumes and technical experience of key personnel (including all drivers) were not supplied (P6).*
3. *Only two political entities to whom towing service is provided is supplied. Three are required (P11, Item #3).*
4. *Only two copies of drivers licenses are supplied. James F. Justice, President and 100% owner is listed. His drivers license number is noted, but a copy is not supplied (P6 & P12, Item # 7).*
5. *Required copies of Certificates of title for tow trucks were not supplied (P12, Item #8).*

Olson Brothers Towing

No discrepancies noted.

Olson Brothers Towing & Justice Towing:

Appropriate facility and vehicle inspections were conducted. Both firms meet or exceed required standards. Appropriate background checks were conducted. Both firms meet or exceed required standards. Appropriate insurance policies are in place for both firms. Appropriate written dress codes and codes of conduct are in place for both firms. Both firms affirm adequate financial ability to service the proposed contract. There are no exceptions shown to either firm's response to the Towing Services Contract. Olson Brothers Service, Inc., d.b.a. Olson Brothers Towing, indicate that they have been in business for 40 consecutive years. J&M Auto Import Rebuilding, Inc., d.b.a. Justice Towing Company, indicate that they have been in business for 22 consecutive years.

Summation:

Staff has considered response to the RFQ in making this recommendation. Staff has also considered that the Police Department and the City are pleased with the professional towing service currently provided by Olson Brothers Towing. Thank you for your consideration.

CITY OF MILWAUKIE, OREGON

Request for Qualifications TOWING SERVICES

The City of Milwaukie requests responses from qualified Respondents to provide
TOWING SERVICES

The appointment will be for an initial five year period beginning November 1, 1997. The City, at its' sole discretion, may elect to extend the contract for five additional years. Appointment will be determined by the applicant's qualifications.

Any inquiries concerning the
Request for Qualifications should be addressed in writing to:
Angus Anderson, Finance Director,
10722 S. E. Main Street, Milwaukie, Oregon. 97222.

Sealed responses to the Request for Qualifications will be received until
2:00 p.m. on September 12, 1997 at:
City of Milwaukie, Finance Department
10722 S. E. Main Street
Milwaukie, Oregon, 97222.
at which time all responses will be opened and read.

The CITY reserves the right to accept or reject any or all responses or to waive any specification or requirement if such waiver or rejection is deemed to be in the best interest of the CITY.

INTRODUCTION:

The CITY of Milwaukie (hereinafter called "CITY") invites qualified independent vehicle towing companies (hereinafter called "RESPONDENT" prior to award and "CONTRACTOR" after award) to complete and submit responses to provide TOWING SERVICES as described in the following Request for Qualifications (hereinafter called "RFQ"). The purpose of this process is to obtain high quality TOWING SERVICES at a price that is equitable for both citizen and CONTRACTOR. It is the intent of the City of Milwaukie to negotiate a five year contract with the option retained by the City, at its' sole discretion, to extend the contract for an additional five years contingent upon successful completion of the first five years of the contract as determined by the CITY. The contract period will begin November 1, 1997.

- ◆ Attachment "A" is a Statement of Qualifications (SOQ) form. Each RESPONDENT must complete this Attachment. Responses must fully address each question, giving complete information regarding current and relevant references. RESPONDENTS must submit additional materials relating to the verification of items in the Attachment.
- ◆ Attachment "B" is the Towing Services Contract. Each RESPONDENT must evaluate this contract form and by executing the Statement of Qualifications (SOQ) thereby agree with the terms and conditions contained therein unless written objections are included as an addenda to the SOQ. The form and content of any such objection will be reviewed by CITY in the response evaluation process.

DESCRIPTION OF CURRENT SYSTEM:

City has contracted with Olson Bros. Service, Inc. for towing services since June 3, 1992. The scope of work and specific responsibilities contained in this RFQ are essentially the same as those performed under that contract. The form of CONTRACTOR selection and compensation are considerably different. RESPONDENTS are encouraged to review both the contents of this RFQ and the Towing Services Contract.

SCOPE OF WORK:

The selected CONTRACTOR shall be responsible for the delivery of quality towing services as ordered by the City of Milwaukie. CONTRACTOR will receive all police requests for non-preference private tows during the term of the contract. Contractor will be compensated at the following rates:

1. **TOWING RATES:** The rate structure which follows will be jointly reviewed for adequacy during the month of April or May during each year by CITY and CONTRACTOR. If it is jointly agreed that a rate adjustment is warranted, the rate structure will not be adjusted more than the Consumer Price Index for Portland-Vancouver, All Urban Consumers, Annual % Change as published by the U.S. Bureau of Labor. Enactment of any rate adjustment will be by prior passage of a rate adjustment resolution by the City of Milwaukie City Council at a regularly scheduled public meeting. The effective date of any rate change will be July 1st. The initial schedule of towing rates for all services under the contract shall be as follows, subject to the exceptions set out in the contract, and excluding private preference tows:

A. BASIC CITY POLICE ORDERED TOWS:

- 1) CLASS "A": Towing of a passenger vehicle or truck or van, up to ¾ ton size, unloaded. Includes motorcycle carrying device, trailer ball hitch or other towing devices. Does not include required use of winch, flatbed truck, dollies and driveline removal. The rate, including all mileage within the city limits of the City of Milwaukie, is \$65.00.
- 2) CLASS "B": If vehicle to be towed exceeds the definition of CLASS "A", but is less than 20,000 GVW, and requires a CLASS "B" tow truck for the tow, the rate, including all required towing devices and mileage within the city limits of the City of Milwaukie, is \$100.00.
- 3) CLASS "C": If the vehicle to be towed exceeds 25,000 GVW and requires a CLASS "C" tow truck, the rate is \$140.00 plus applicable mileage charges.

B. GENERAL CHARGES APPLICABLE TO ALL TOWS:

- 1) Mileage for tows outside the city limits of the City of Milwaukie (Class A and Class B).....\$2.50 per mile towed from point of pick up to point of delivery.
- 2) Mileage for all Class C tows.....\$4.00 per mile towed from point of pick up to point of delivery
- 3) Winch, dolly or flatbed truck.....\$25.00 extra charge above the Basic Towing charge. Use must be noted on the tow receipt to verify fee.
- 4) Driveline Removal.....\$25.00 extra charge above the Basic Towing charge. Use must be noted on the tow receipt to verify fee.
- 5) Standby and recovery time\$25.00 per each ½ hour or fraction thereof. To calculate this amount, the time begins when the tow truck arrives on the scene and ends when the tow is hooked up. For this charge to be made, the beginning and ending times must be written on the receipt.
- 6) Flares.....\$3.00 per flare. Use must be noted on the tow receipt to verify fee.
- 7) After-hours release, or gate, fee.....\$20.00. Time and date of after-hours access must be noted on the tow receipt to verify gate fee.

2. **STORAGE RATES:** The storage rates for all vehicles shall be as follows, subject to the exceptions set out in the contract, and excluding private preference tows:

For the purposes of determining the first four hours storage grace period, it shall begin at the time the towed vehicle arrives at the storage lot. Time and date of placement on and release from the storage lot shall be recorded on the tow bill of all vehicles towed under this contract.

- A. Vehicles occupying not over 200 square feet (size of standard automobile):
 - 1) First four hours.....No charge
 - 2) All time beyond the first four hours time stored until midnight of the first day in storage.....\$15.00.
 - 3) All time beyond the first midnight in storage.....\$15.00 per twenty-four hour period or any part thereof.
- B. Vehicles occupying more than 200 square feet: *The storage charge shall be that quoted above for vehicles occupying not over 200 square feet PLUS an additional \$12.00 per each charged time period or part thereof. This extra fee shall be charged for each additional 200 square feet or part thereof occupied by the vehicle.*

OTHER SERVICES:

If regulatory bodies establish new regulations, CONTRACTOR shall provide any required new services. If the CONTRACTOR develops other services, the CITY is to be furnished with any information that CITY may use to consider these services.

PROCEDURAL INSTRUCTIONS:

Statement of Qualifications

RESPONDENTS shall use the attached required "Statement of Qualifications " (Attachment "A"), or copies thereof, in submitting a response. It is required that the response be completed in its entirety. Any item for which verifying documentation is required shall be considered as absolutely mandatory. Failure to provide required documentation for any such item will immediately disqualify the submitted response with prejudice. There will be no amendments allowed to rectify any failure to comply.

Public Information

All submitted responses and information included therein or attached thereto shall become public record upon submission to the CITY.

Contact Office

The City of Milwaukie shall be the only contact office with regard to any or all aspects of the RFQ. The CITY's principal contact is:
 Angus Anderson, Finance Director
 10722 S. E. Main Street
 Milwaukie, Oregon 97222
 (503) 786-7521.

Right to Reject Responses and Waive Informalities

The CITY reserves the sole right to reject any or all responses, to waive any non-material irregularities or information in the RFQ, or any response submitted.

Execution of Agreement

All RESPONDENTS must agree to execute a contract similar in form and substance to the included Towing Services Contract (Attachment "B"). It is the responsibility of each RESPONDENT to include any objections or requests for modification to this contract within the submitted response. If a RESPONDENT does not execute a contract within 30 days after being notified of selection, the CITY may give notice to the RESPONDENT of the CITY's intent to select the next best qualified proposing RESPONDENT or call for new responses, whichever the CITY deems most appropriate. RESPONDENTS are strongly encouraged to review the contents of the Towing Services Contract.

Protest Procedures for Proposal Requirements

Any and all complaints, inquiries and protests regarding this document must be presented in writing ten calendar days prior to the response due date, and shall be addressed as follows:

Attention: Angus Anderson
Finance Director
10722 S. E. Main Street
Milwaukie, Oregon 97222

Protests shall include the reasons for protest and any proposed changes. No protest shall be considered after the deadline established for submitting such protest.

RESPONDENT MINIMUM QUALIFICATIONS:

- ◆ All RESPONDENTS must have been in business under the same name and under the same ownership for five consecutive years.
- ◆ RESPONDENTS, to be considered for contract award, must not have been terminated from any towing contract with a governmental entity within the past five years.
- ◆ RESPONDENTS, to be considered for contract award, must not have any employee that has ever been convicted of a felony. At times City will order tows and/or storage for evidentiary purposes. It is critical that a clean trail of control over such evidence be maintained.
- ◆ All RESPONDENTS must be licensed to conduct business in the State of Oregon and the City of Milwaukie (City Business License may be obtained after award of contract but must be in effect November 1, 1997) and maintain offices in the Portland Metro area.
- ◆ All RESPONDENTS must agree to execute the Towing Services Contract (attached as Attachment "B") if selected.

PROPOSAL REQUIREMENTS:

All Responses submitted in response to this Request for Qualifications must include:

- ◆ Attachment "A", Statement of Qualifications
- ◆ Resumes and technical experience of key personnel (including all drivers).
(Identify the proposed contract manager).
- ◆ Copy of current Driver's License for each employee and driver
- ◆ \$500,000 liability insurance certificate (or policy declarations page)
- ◆ \$60,000 garagekeepers insurance certificate (or policy declarations page)
- ◆ Workers Compensation insurance certificate (or policy declarations page)
- ◆ Written dress code and code of conduct

PROPOSAL SUBMITTAL:

Two copies of the response, clearly marked "TOWING SERVICES" must be delivered by 2:00 p. m., September 12, 1997, to:

Angus Anderson, Financial Director
CITY of Milwaukie
10722 S.E. Main Street
Milwaukie, Oregon 97222

Responses received after this time will be returned to the sender unopened. Facsimile responses will not be accepted.

Any question regarding this Request for Qualifications should be directed in writing to Angus Anderson at the address listed above not later than ten days prior to response opening date.

EVALUATION AND SELECTION:

CITY reserves the sole right to accept or reject any response. In connection with the evaluation, the CITY may, at its option, invite one or more respondents to make an oral presentation and may require the submission of supplemental material intended to substantiate or clarify information submitted in the original response.

Selection criteria will include the following (not ranked in order):

- Ability, as determined solely by the City of Milwaukie in a review of submitted materials of the RESPONDENT, to deliver required and requested services identified in both this RFQ and the RESPONDENT'S response documents;
- Ability of RESPONDENT to pass equipment and facility (signage, fencing, alarms, inside and outside storage, easily located and well lit lot) inspection by the City of Milwaukie, Oregon State Police and/or designee;

- Degree of professionalism, as determined solely by the City of Milwaukie in a review of submitted materials of the RESPONDENT. of the representatives of RESPONDENT. This will include dress. code of conduct and experience and education.
- References from other governments, provided by the RESPONDENT;

MISCELLANEOUS INFORMATION:

Changes in RFQ

Should there be any changes made in the RFQ, a written addendum will be provided to all parties holding the RFQ.

Termination of Contract

The contract shall provide that the CITY, in its sole discretion, reserves the right to terminate the agreement at any time upon ninety days prior written notice of its intent to terminate.

Award of Contract

Award of the CITY's towing contract is scheduled for the regular CITY Council meeting on October 7, 1997.

Type of Service

There are two types of tows ordered by the City of Milwaukie:

POLICE IMPOUND: These tows are tows in which the City has ordered the impounding of a vehicle. The payment for the towing service is the responsibility of the registered owner of that vehicle and not CITY. Issuance of Vehicle Release by CITY and Payment of towing fees directly to CONTRACTOR shall be required prior to release of the vehicle.

POLICE HOLD: The CONTRACTOR will be notified that the tow is classified as a POLICE HOLD at the time of the tow. Payment for the towing service is the responsibility of the registered owner of the vehicle and not CITY. Issuance of Vehicle Release by CITY and Payment of towing fees directly to CONTRACTOR shall be required prior to release of the vehicle.

General Instructions To RESPONDENTS

The following instructions, terms and conditions apply to all responses to provide services to the CITY of Milwaukie:

- ◆ All responses received will be open for public inspection immediately after the advertised public opening date/time.
- ◆ The CITY Council expressly reserves the following rights:
 - To reject any and/or all irregularities in the responses submitted.
 - To reject any and/or all responses or portions thereof.
 - To base awards with due regard to quality of services, experience, and other such factors as may be necessary in the circumstances.
 - To make the award to any vendor whose response, in the opinion of management and the City Council, is in the best interest of the CITY.
- ◆ All responses must be sealed and addressed to Angus Anderson, Finance Director, City of Milwaukie, 10722 S.E. Main Street, Milwaukie, Oregon 97222. The name and address of the vendor must appear on the outside of the envelope and the envelope must be marked **TOWING SERVICES.**

- ◆ RESPONDENTS are required to use the Statement of Qualifications form that is furnished.
- ◆ Any amendment(s) to or error(s) in the RFQ document called to the attention of the CITY will be added to or corrected and furnished by written addendum to all these holding RFQ documents.
- ◆ Phone responses or facsimile responses will not be accepted.
- ◆ Any proposal received at the location designated in the solicitation after the exact time specified for receipt will not be considered and will be returned unopened. It is the responsibility of the RESPONDENT to ensure receipt of responses by the CITY by the specified time.
- ◆ No material, labor, or facilities will be furnished by the CITY, unless provided for in the specifications.
- ◆ All contracts shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this solicitation shall be in the Circuit Court of Clackamas County. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court, including any action at the appellate level.
- ◆ Any addendum to the RFQ document will be furnished to all of those holding RFQ documents. If the addendum is mailed less than five (5) business days before the time set for proposal submission, the CITY will make a good faith effort to notify each vendor holding specifications by phone and explain the change(s).
- ◆ Written Notice: Any notice of change, termination, or other communication having a material effect on the contract documents shall be served in one or more of the following manners:
 - In-person, delivery to an authorized officer, employee, agent or other representative of the contracting parties.
 - Depositing in the US mails under certified or registered handling posted to the address(es) given in the proposal documents or the last known address(es).

SELECTION PROCESS SCHEDULE:

August 29, 1997 Posting of Request for Qualifications. Any inquiries concerning the Request for Qualifications must be addressed in writing to Angus Anderson, Finance Director, 10722 S. E. Main Street, Milwaukie, Oregon, 97222, telephone: (503) 786-7521.

September 12, 1997 Written responses will be received no later than 2:00 p.m. Friday, September 12, 1997, at Milwaukie City Hall, 10722 S. E. Main Street, Milwaukie, Oregon, 97222.

September 12, 1997 Written responses will be evaluated by City staff. The most qualified to
September 26, 1997 **RESPONDENTS** may be selected for oral presentations and interviews. Qualifications, references, and other data will be reviewed by the Selection Committee. Recommendations will be submitted to the Milwaukie City Council who in turn selects the **RESPONDENT** deemed best qualified to serve as the CITY's Towing Contractor.

October 7, 1997 Milwaukie City Council appoints **RESPONDENT**.

November 1, 1997 Towing Contract begins.

EXHIBIT "A"

CITY of Milwaukie
10722 S. E. Main Street
Milwaukie, Oregon 97222

11192

QUALIFICATIONS QUESTIONNAIRE

LEGAL NAME OF BUSINESS: OLSON BROS. SERVICE INC. dba OLSON BROS. TOWING

BUSINESS OPERATES AS:

Sole Proprietorship _____ Partnership _____ Corporation XX
SSN(s) _____ or FEIN 93-0600548 (as appropriate)

IS BUSINESS REGISTERED WITH THE OREGON CORPORATION DIVISION AS DOING BUSINESS UNDER AN ASSUMED NAME OR PARTNERSHIP? Yes X No _____

If YES, provide the assumed name and registration date plus a copy of the all certificates issued in conjunction with this name.

Name OBS TOWING Registration Date 1984

IS BUSINESS REGISTERED WITH THE OREGON CORPORATION DIVISION AS DOING BUSINESS AS A LIMITED PARTHERSHIP OR CORPORATION? Yes x No _____

If YES, provide the name and corporation number plus a copy of the all certificates issued in conjunction with this name.

Name OLSON BROTHERS SERVICE INC. Corporation Number 086894-16

CITY OF MILWAUKIE BUSINESS LICENSE NUMBER 425 EXPIRATION 12-31-97

BUSINESS ADDRESS: 14115 SE McLOUGHLIN BLVD. MILWAUKIE OR 97267

ADDRESS THAT WILL SERVICE CITY: (SAME AS ABOVE)

PRIMARY STORAGE FACILITY ADDRESS: (SAME AS ABOVE)

SECONDARY STORAGE FACILITY ADDRESS: _____

TELEPHONE

NUMBER: 659-5141 FAX 786-1436

NAME OF PERSON PREPARING PROPOSAL J. MARK HARRIS & BRADLEY S. OLSON

CONTRACT MANAGER IS ERIC CRUIKSHANK

NAME OF DISPATCHER SUPERIOR ANSWERING SERVICE

ADDRESS OF DISPATCHER 8714 SE 17TH AVENUE PORTLAND OR 97202

PHONE NUMBER OF DISPATCHER 236-6666

If you have a prepared brochure on your firm, we would like to see it. However, in addition we REQUIRE that you complete and return this form using the space provided to give the information requested.

1) **RESPONDENT** has been in business as OLSON BROS. SERVICE INC. for 40 consecutive years under the same ownership. ALL individuals that are owners, partners, corporate officers, directors, general managers and/or have any ownership or financial interest are:

NAME(last, first, mi)	POSITION/TITLE	% OWNERSHIP
ALLEN L. OLSON	SECRETARY	33.3
BRADLEY S. OLSON	PRESIDENT	33.3
DANNI K. BALDWIN	VICE PRESIDENT	33.3

(attach additional sheets if necessary)

2) **RESPONDENT** affirms, by executing this form, that the firm has adequate financial stability to service the proposed contract. By executing this document, **RESPONDENT** gives permission for **CITY** to secure credit and Dun & Bradstreet Reports, secure credit report from the primary bank of account as well as all creditors with current outstanding balances in excess of \$100,000.

NAME of CREDITOR/BANK	CONTACT (including phone number)	DEPOSIT(+) and LOAN (-) BALANCE
WELLS FARGO BANK	OAK GROVE BR. 225-3973	\$ 133,000 +
	CONTACT: FREIDA BEAL	
(OBS HAS NO CREDITORS OVER \$100,000)		

3) List three political entities to whom you now are providing Towing Service (preferably ones near Milwaukie's type and size) and show name and telephone number of person to contact for reference.

A. GLADSTONE POLICE DEPT. CONTACT: OFFICER HOUSE 656-4253

B. CLACKAMAS COUNTY SHERIFF'S OFFICE CONTACT: DEPUTY EDWARD CLARICE 557-2883

C. OREGON STATE POLICE, PORTLAND CONTACT: SR TROOPER CHARLES McFADDEN 731-3020

4) HAS BUSINESS BEEN A REGISTERED, OPERATIONAL TOWING BUSINESS, AND MAINTAINED LIABILITY AND WORKERS COMPENSATION INSURANCE FOR AT LEAST FIVE CONSECUTIVE YEARS PRIOR TO JULY 1, 1997? Yes x No _____

Attach Certificate of Insurance or Policy Declarations Page for the following insurance

Liability Insurance provider (agent & phone) TERRY SPITZ AGENCY 541-474-7155
Amount of Coverage \$ 1,000,000 Expiration 9-24-98

Garagekeepers Insurance provider (agent & phone): TERRY SPITZ AGENCY
Amount of Coverage \$ 60,000 Expiration 9-24-98

Cargo Insurance provider (agent & phone): TERRY SPITZ AGENCY 541-474-7155
Amount of Coverage \$ 60,000 Expiration 9-24-98

Workers Compensation Insurance provider (agent & phone): SAIF REP.: TERRY LAW
Amount of Coverage n/a Expiration 9-30-98 598-5778

5) HAS BUSINESS PREVIOUSLY HAD ANY TOWING CONTRACT CANCELLED BY ANY GOVERNMENTAL ENTITY FOR ANY REASON? Yes _____ No xxx

If YES, provide the name of the government, the date of cancellation and reason given for such cancellation. _____

6) HAS ANY PRINCIPAL (OWNER/MANAGER) OF BUSINESS PREVIOUSLY HAD ANY TOWING CONTRACT CANCELLED BY ANY GOVERNMENTAL ENTITY FOR ANY REASON? Yes _____ No xx

If YES, provide the name of the government, the date of cancellation and reason given for such cancellation. _____

7) LIST ALL EMPLOYEES, FULL OR PART-TIME. ATTACH A CLEARLY LEGIBLE COPY OF THE CURRENT DRIVER'S LICENSE FOR EACH EMPLOYEE LISTED.

NAME(last,first mi) DOB ODL Number Job Title

(SEE ENCLOSED LIST.)

8) LIST ALL CLASS "A" EQUIPMENT OWNED OR AVAILABLE. ATTACH A CLEARLY LEGIBLE COPY OF THE CERTIFICATE OF TITLE FOR EACH TRUCK LISTED.

EQUIP # MAKE/MODEL VIN # LICENSE # GVWR

(SEE ENCLOSED LIST.)

9) ATTACH A DESCRIPTION OF COMPANY'S DRESS CODE AND CODE OF CONDUCT FOR EMPLOYEES. AT A MINIMUM, THIS SHOULD INCLUDE:

- Description of required uniforms (or recommended attire)
- Grooming standards
- Customer Service Procedures for drivers
- Customer Service Procedures for dispatchers
- Customer Service Procedures for office personnel

We have read the Request for Qualifications and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by CITY. We have reviewed the Towing Services Contract and agree to execute such upon award of the contract by CITY.

It is further understood that all information included in, attached to, or required by this Request for Qualifications shall be public record upon its delivery to the CITY.

We propose to provide Towing Services in accordance with the specifications contained in the Request for Qualifications (RFQ) issued by the City of Milwaukie and the response submitted by us for a five year period with a potential contract extension of five additional years at the option of the City.

It is understood and agreed that false information submitted by RESPONDENT shall be considered grounds for rejection or revocation of the City of Milwaukie Towing Services Contract. Therefore, review of this document is an important step prior to execution. Signing of this document certifies that all statements contained herein are true to the best of our knowledge.

I/We certify that I/We have reviewed the contents of this application, that all statements contained herein are true to the best of my/our knowledge, that I am an officer of the below named business, and that I am authorized to execute this document on behalf of the business.

Submitted By:
OLSON BROTHERS SERVICE INC.

(Firm)

by [Signature] Sec.
(Signature/Title)

by [Signature] Towing Maintenance
(Signature/Title)

659-5141
(Telephone)

September 10, 1997
(Date)

EXHIBIT "B"

CITY OF MILWAUKIE, OREGON

TOWING SERVICES CONTRACT

THIS AGREEMENT made and entered into this FIRST day of NOVEMBER, 1997 by and between the CITY OF MILWAUKIE, a municipal corporation of the State of Oregon, hereinafter called CITY, and [contractor's name] hereinafter called CONTRACTOR.

WITNESSETH:

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

WHEREAS, City Manager has determined that [contractor's name] 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 agrees to complete work which is detailed in CONTRACTOR's response to the RFQ which is attached as EXHIBIT "A" and by this reference made a part hereof. Such work involves vehicle towing and storage services as directed by CITY.

2. EFFECTIVE DATE AND DURATION:

This agreement shall become effective upon execution, and shall expire, unless otherwise terminated or extended, on June 30, 2002. All work under this agreement shall be completed prior to the expiration of this agreement.

3. COMPENSATION:

The selected CONTRACTOR shall be responsible for the delivery of quality towing services as ordered by the City of Milwaukie. CONTRACTOR will receive all police requests for non-preference private tows during the term of the contract. Contractor will be compensated by owner of vehicle, and not the City under any circumstances. The rate structure which follows will be jointly reviewed for adequacy during the month of April or May during each year by CITY and CONTRACTOR. If it is jointly agreed that a rate adjustment is warranted, the rate structure will not be adjusted more than the Consumer Price Index for Portland-Vancouver, All Urban Consumers, Annual % Change as published by the U.S. Bureau of Labor. Enactment of any rate adjustment will be by prior passage of a rate adjustment resolution presented to the Milwaukie City Council in a regularly scheduled public meeting. The effective date of any rate change will be July 1st. The initial schedule of towing rates for all services under the contract shall be as follows, subject to the exceptions set out in the contract, and excluding private preference tows:

1. **TOWING RATES:** The schedule of towing rates for all services under the contract shall be as follows, excluding private preference tows:

A. **BASIC CITY POLICE ORDERED TOWS:**

- 1) **CLASS "A":** Towing of a passenger vehicle or truck or van, up to ¾ ton size, unloaded. Includes motorcycle carrying device, trailer ball hitch or other towing devices-except required use of winch, flatbed truck, dollies and driveline removal. The rate, including all mileage within the city limits of the City of Milwaukie, is \$75.00.
- 2) **CLASS "B":** If vehicle to be towed exceeds the definition of CLASS "A", but is less than 25,000 GVW, and requires a CLASS "B" tow truck for the tow, the rate, including all required towing devices and mileage within the city limits of the City of Milwaukie, is \$100.00.
- 3) **CLASS "C":** If the vehicle to be towed exceeds 25,000 GVW and requires a CLASS "C" tow truck, the rate is \$140.00 plus applicable mileage charges.

B. **GENERAL CHARGES APPLICABLE TO ALL TOWS:**

- 1) Mileage for tows outside the city limits of the City of Milwaukie (Class A and Class B)..... *\$2.50 per mile towed from point of pick up to point of delivery.*
- 2) Mileage for all Class C tows.... *\$4.00 per mile towed from point of pick up to point of delivery*
- 3) Winch, dolly or flatbed truck..... *\$25.00 extra charge above the Basic Towing charge. Use must be noted on the tow receipt to verify fee.*
- 4) Driveline Removal..... *\$25.00 extra charge above the Basic Towing charge. Use must be noted on the tow receipt to verify fee.*
- 5) Standby and recovery time *\$25.00 per each ½ hour or fraction thereof. To calculate this amount, the time begins when the tow truck arrives on the scene and ends when the tow is hooked up. For this charge to be made, the beginning and ending times must be written on the receipt.*
- 6) Flares..... *\$3.00 per flare. Use must be noted on the tow receipt to verify fee.*
- 7) After-hours release, or gate, fee..... *\$20.00. Time and date of after-hours access must be noted on the tow receipt to verify gate fee.*

2. **STORAGE RATES:** The storage rates for all vehicles shall be as follows, subject to the exceptions set out in the contract, and excluding private preference tows:

For the purposes of determining the first four hours storage grace period, it shall begin at the time the towed vehicle arrives at the storage lot. Time and date of placement on and release from the storage lot shall be recorded on the tow bill of all vehicles towed under this contract.

A. **Vehicles occupying not over 200 square feet (size of standard automobile):**

- 1) **First four hours.....***No charge*
- 2) **All time beyond the first four hours time stored until midnight of the first day in storage.....***\$15.00.*
- 3) **All time beyond midnight of the first twenty-four hours in storage.....***\$15.00 per twenty-four hour period or any part thereof.*

- B. Vehicles occupying more than 200 square feet: *The storage charge shall be that quoted above for vehicles occupying not over 200 square feet PLUS an additional \$12.00 per each charged time period or part thereof. This extra fee shall be charged for each additional 200 square feet or part thereof occupied by the vehicle.*

4. ASSIGNMENT/DELEGATION:

CONTRACTOR shall not assign, sublet or transfer any interest in or duty under this agreement without the written consent of CITY and no assignment shall be of any force or effect whatsoever unless and until CITY has so consented. If 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.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:

CONTRACTOR certifies that:

- i. CONTRACTOR acknowledges that for all purposes related to this Agreement, CONTRACTOR is and shall be deemed to be an independent contractor as defined by ORS 670.700, and not an employee of CITY, shall not be entitled to benefits of any kind to which an employee of CITY is entitled and shall be solely responsible for all payments and taxes required by law.
- ii. 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 CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
- iii. CONTRACTOR certifies that it currently has a City of Milwaukie Business License or will obtain one prior to delivering any services under this agreement.

6. INDEMNIFICATION:

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

CONTRACTOR agrees to indemnify and defend 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.

It is understood by Contractor that in the event Contractor through their action or inaction injures, damages or otherwise diminishes the value of property owned by the City (beyond that incident to normal wear and tear), Contractor agrees to pay City upon written demand by the City, the amount necessary to restore, repair or replace said property.

7. INSURANCE:

CONTRACTOR and its subcontractors shall maintain insurance acceptable to CITY in full force and effect throughout the term of this contract. Such insurance shall cover all 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 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:

<u>Types of Insurance</u>	<u>Limits of Liability</u>
General Liability	Each occurrence, \$500,000
General Aggregate	\$500,000 (indicate if CLAIMS MADE OR OCCURRENCE)
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 Coverage must include vehicle in tow and garagekeepers insurance for vehicles in care, custody and control
Property damage	Per occurrence, \$250,000
Garagekeepers	Each occurrence \$60,000
Cargo Insurance	Each occurrence \$15,000
Workers Compensation	Statutory Limit

Proof of insurance shall be provided before work commences to:

City Recorder
City of Milwaukie
10722 SE Main Street
Milwaukie, OR 97222

Ten days cancellation notice shall be provided CITY by Certified mail to the City Recorder at the address listed above in event of cancellation or non-renewal of the insurance.

8. WORKERS' COMPENSATION INSURANCE COVERAGE:

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:

City Recorder
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.

9. METHOD OF GIVING NOTICE:

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

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

CONTRACTOR:
[name]
[address]
[city,state,zip]

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices 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 are to be given by giving notice pursuant to this paragraph.

10. MERGER:

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

11. TERMINATION WITHOUT CAUSE:

At any time and without cause, CITY shall have the right in its sole discretion, to terminate this agreement by giving written notice ninety (90) days prior to termination to CONTRACTOR.

12. MINTENANCE OF AND ACCESS TO RECORDS:

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

13. FORCE MAJEURE:

CONTRACTOR shall not 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 CONTRACTOR, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the CONTRACTOR shall, within TWENTY-FOUR (24) HOURS from the beginning of such delay, notify CITY in writing of the causes of delay and its probable extent. CONTRACTOR shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the agreement.

14. NON-WAIVER:

The failure of 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.

15. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. CONTRACTOR also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to these laws.

16. ERRORS:

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

17. 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.

18. APPLICABLE LAW:

CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work under this agreement, including those set forth in ORS 279.310 to 279.320.

19. 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 and the proposal submitted, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

20. SEVERABILITY:

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by 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.

21. COMPLETE AGREEMENT:

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

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

CITY (CITY OF MILWAUKIE)

By: _____ Dan R. Bartlett, City Manager

CONTRACTOR [name]

By: _____ [name, title]

REGARDING HEAVY DUTY TOWING

We have again arranged with Speed's Towing to assist us with any heavy duty or special needs towing that would be beyond our capacity, If the city chooses to contract with Olson Bros., there are several ways to handle these tows. We offer the following options so you can decide which one is best for the city:

Option 1: (As spelled out in the current contract.) The city dispatcher will contact Olson Bros. for all non-preference towing needs. Olson Bros. will then contact Speed's or other sub-contractors as needed, and advise the city dispatcher. Olson Bros. will also dispatch at least one man and one truck to the scene to assist the sub-contractor as needed. All vehicles to be stored will be taken to Olson Bros. Olson Bros. will be responsible for paying for sub-contractor services and will carry the liens on such vehicles.

Option 2: ("de-facto" system currently used) If the city dispatcher receives a tow request for a vehicle that weighs more than 14,000 lbs., the dispatcher will contact Speed's, or other heavy tower of the city's choice. Olson Bros. will not respond unless requested to do so.

Option 3: The city may wish to separate heavy duty towing from light duty and issue separate contracts for heavy and light duty towing.

We feel that the combination of Olson Bros. and Speed's is an ideal arrangement for the city in that it combines the quick, professional, and personal service of Milwaukee's "Home Town" towing company with the strength and versatility of one of the country's largest towing fleets.

OLSON BROS. TOWING FLEET
AS OF 1 MAY 1997

VEHICLE # 1: 1990 UD (NISSAN) 1800 WITH VULCAN MODEL 854, 20,000 LB. BOOM, TWIN 10,000 LB. WINCHES, 5,000 LB. CAPACITY WHEEL LIFT. G.V.W. 18,000 LBS.. THIS IS A "CLASS B" TRUCK THAT ALSO IS CAPABLE OF PERFORMING CLASS A TOWS. THIS UNIT IS EQUIPPED WITH 150 FEET OF 7/16" CABLE PER WINCH. AIR COMPRESSOR, AND SUPPLIES FOR DOING RECOVERY WORK ON MEDIUM DUTY VEHICLES.

VEHICLE # 2: 1989 UD (NISSAN) 1800 WITH HOLMES ROLL-BACK CARRIER AND WHEEL LIFT. THIS VEHICLE CAN HAUL VEHICLES WEIGHING UP TO 8,000 LBS. AND ALSO TOW A SECOND VEHICLE BEHIND. CLASSES A & D.

VEHICLE # 3: 1987 UD (NISSAN) 1800 WITH CENTURY ROLL-BACK CARRIER AND TOW SLING FOR SECOND VEHICLE. CLASSES A & D.

VEHICLE # 4: 1979 CHEVROLET C-30 WITH HOLMES 1200, 16,000 LB. BOOM, TWIN 8,000 LB. WINCHES. AND VULCAN 3500 LB. WHEEL LIFT. G.V.W. 11,000 LBS. CLASS A.

ALL TOW TRUCKS ARE EQUIPPED TO MEET OR EXCEED STANDARDS SET BY OREGON STATE POLICE. ALL TRUCKS ADDITIONALLY INCLUDE CLEAN-UP/SPILL CONTROL PRODUCTS, ALL ARE EQUIPPED WITH 2-WAY RADIOS, AND ALL BUT #4 ARE EQUIPPED WITH CELLULAR PHONES.

IN ADDITION TO TOW TRUCKS, WE HAVE 2 SERVICE PICK-UPS AVAILABLE TO ASSIST WITH SPECIAL HAULING AND CLEAN-UP NEEDS.

OREGON VEHICLE CERTIFICATE OF TITLE

MOTOR VEHICLES DIVISION OF OREGON CERTIFIES THAT THE APPLICANT HAS BEEN REGISTERED AS OWNER OF DESCRIBED VEHICLE AND DOCUMENTS FILED WITH THE DIVISION SHOW THE VEHICLE TO BE SUBJECT TO OWNERSHIP AND INTEREST SPECIFIED.

PLATE NUMBER	TITLE NUMBER	EXPI. DATE	PROCESS DATE	SUBMITTER	CERTIFIC. NUMBER	
N253325	9100321124	121490	010391	NO	7321186	
YEAR	MAKE	STYLE	VEHICLE IDENTIFICATION NUMBER	WEIGHT	LENGTH	EQUIP. NO.
1990	NISS	TR	JNAME97J5LGE56163	17640		0000000
OWNER / LESSEE				MILEAGE PER READING		DATE OF READING

OLSON BROS SERVICE INC
14115 SE MCLOUGHLIN BLVD
MILWAUKIE OR 97267

ODOMETER READING AT THE TIME OF TRANSFER	MILEAGE PER READING FROM REGISTRATION	Date of Reading if different from lines 1, 2 or 3
<input type="checkbox"/> Miles <input type="checkbox"/> Kilometers		

If this is a motor vehicle not otherwise exempt from odometer reading requirements I certify that the odometer reads as follows:

To the best of my knowledge, the reading is actual unless any of the following are true (check the box if any apply): The actual mileage is more than 99,999 miles or the odometer reading is not the actual mileage and should not be relied upon or the odometer was altered, set back or disconnected while I have had the vehicle or while someone else had possession of it if the odometer was altered for repair or replacement while I have had the vehicle or while someone else had possession of it, I certify that the odometer was reset to the reading before the service OR it was reset to show _____ miles. The reading before repair or service was _____ miles.

SIGNATURE OF OWNER RELEASING INTEREST, CERTIFYING ODOMETER READING (SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)	DATE OF RELEASE
1X	
SIGNATURE OF OWNER RELEASING INTEREST, CERTIFYING ODOMETER READING (SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)	DATE OF RELEASE
2X	
SIGNATURE OF OWNER/LESSEE RELEASING INTEREST (SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)	DATE OF RELEASE
3X	

SECURITY INTEREST HOLDER/LESSOR

SIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING INTEREST	DATE OF RELEASE
4X	
SIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING INTEREST	DATE OF RELEASE
5X	
SIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING INTEREST	DATE OF RELEASE
6X	

Protect your vehicle ownership rights by keeping this document in a safe place. **Do not lose it!** If you lose it, you may have to pay a fee to replace it. **Do not use it as a receipt for a vehicle. Any transfer of interest must be on the title.**

FOR OFFICE USE ONLY N253325 JNAME97J5LGE56163 9100321124 C
0692 034 01 VT T1 03 S8 M3 P5 E0 M0 03

28

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THAT THE APPLICANT HAS BEEN LISTED AS OWNER OF THE DESCRIBED VEHICLE AND DOCUMENTS FILED WITH DMV SHOW THE VEHICLE TO BE SUBJECT TO THE OWNERSHIP INTERESTS SPECIFIED.

PLATE NUMBER: TW15074 TITLE NUMBER: 9506148827 PROCESS DATE: 030295 SURVIVOR EQUIPMENT NO: NO CONTROL NUMBER: 3620809

YEAR: 1990 MAKE: INTL STYLE: TK MODEL: LF4 VEHICLE IDENTIFICATION NUMBER: JPAWRYUKXLDF55007 WEIGHT/LENGTH: 18,000

OWNER/LESSEE: _____ ODOMETER READING: _____ ODOMETER DATE: _____

OLSON BROTHERS SERVICE INC
 14115 SE MCLOUGHLIN
 MILWAUKIE OR 97267

TITLE BRANDS

If a "brand" appears in this box, it indicates this vehicle was previously damaged, or otherwise "reconstructed" or rebuilt. If a state is listed, the damage occurred prior to issuance of an Oregon title.

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner should sign and date here. In addition, if your address has changed, cross out the old address and write the new address and county of residence on the front of the title. Mail the title and the fee to DMV, 1905 Lana Ave NE, Salem, OR 97331.

SIGNATURE (DOES NOT RELEASE INTEREST) _____ DATE _____

To release interest in the vehicle, complete the first reassignment on back of the title.

SECURITY INTEREST HOLDER/LESSOR

SIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST _____ DATE _____

SIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST _____ DATE _____

Oregon law requires that an application for transfer of title be made to DMV within 30 days after you buy a vehicle. Failure to do so within 30 days may result in an additional title transfer fee of up to \$50. SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

THE TITLE IS THE OWNERSHIP DOCUMENT FOR YOUR VEHICLE. KEEP IT IN A SAFE PLACE. DO NOT KEEP IT IN YOUR VEHICLE.

735-410 (8-94) TW15074 JPAWRYUKXLDF55007 9506148827 C
 1571 002 12 VT T1 03 S3 M3 P5 E0 M0 03

OREGON VEHICLE CERTIFICATE OF TITLE

MOTOR VEHICLES DIVISION OF OREGON CERTIFIES THAT THE APPLICANT HAS BEEN REGISTERED AS OWNER OF DESCRIBED VEHICLE AND DOCUMENTS FILED WITH THE DIVISION SHOW THE VEHICLE TO BE SUBJECT TO OWNERSHIP AND INTEREST SPECIFIED

PLATE NUMBER TW12648	VIN NUMBER 8710602904	REG. DATE 040287	EXPIRE DATE 041687	EXPIRE NO NO	EXPIRE NUMBER 3617532
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YEAR 1987	MAKE NISS	STATE TW	VEHICLE IDENTIFICATION NUMBER JNAMA83J5HGE40208	WEIGHT 17640	EXPIRE DATE 04/02/87
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OWNER / LESSEE

493 MI

CLSON BROS SERVICE INC
14115 SE MCLOUGHLIN BLVD
MILWAUKIE OR 97267

AT THE TIME OF TRANSFER, CERTIFY THAT THE ODOMETER READING WAS

ODOMETER READING (NOT TENTHS) _____ DATE OF READING (IF DIFFERENT FROM _____ TO THE BEST OF MY KNOWLEDGE THE READING IS
 MILES _____ LINES 12 OR 13 ACTUAL NOT ACTUAL OVER 99,999
 KILOMETERS _____

TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING WAS NOT _____ TO BE OBTAINED OR OBTAINED FOR REPAIR OR REPLACEMENT IF IT HAS BEEN REPAIRED OR REPLACED WAS THE READING IDENTICAL TO THE READING OF THE ODOMETER SERVICE? YES () NO () IF THE ANSWER TO THE LAST QUESTION WAS NO, A REPAIR ORDER OR IDENTICAL ODOMETER CERTIFICATE MUST BE ATTACHED IF NOT PREVIOUSLY SUBMITTED TO THE MOTOR VEHICLE DIVISION.

1X SIGNATURE OF OWNER/LESSEE (IF APPLICABLE) _____ DATE OF RELEASE _____

2X SIGNATURE OF SECURITY INTEREST HOLDER (IF APPLICABLE) _____ DATE OF RELEASE _____

3X SECURITY INTEREST HOLDER/LESSOR

4X SIGNATURE OF SECURITY INTEREST HOLDER (IF APPLICABLE) _____ DATE OF RELEASE _____

5X SIGNATURE OF SECURITY INTEREST HOLDER (IF APPLICABLE) _____ DATE OF RELEASE _____

6X SIGNATURE OF SECURITY INTEREST HOLDER (IF APPLICABLE) _____ DATE OF RELEASE _____

KEEP IN SAFE PLACE ANY ALTERATION OR ERASURE VOIDS THIS TITLE

FOR OFFICE USE ONLY TW12648 JNAMA83J5HGE40208 8710602904 X
 0176 035 11 VT T1 03 S8 M3 P5 E0 M0 03

OREGON CERTIFICATE OF TITLE TO A VEHICLE

MOTOR VEHICLES DIVISION OF OREGON CERTIFIES THAT THE APPLICANT HAS BEEN REGISTERED AS OWNER OF DESCRIBED VEHICLE AND DOCUMENTS FILED WITH THE DIVISION SHOW THE VEHICLE TO BE SUBJECT TO OWNERSHIP AND INTEREST SPECIFIED.

LICENSE NUMBER T902822	TITLE NUMBER 7926201829	LICENSE DATE 090779	PROCESS DATE 091979	LICENSE EXPIRATION DATE JUN 30 80	FEE PAID \$ 2.00
YEAR 1979	MAKE CHEV	MODEL CH	VEHICLE IDENTIFICATION NUMBER CCL339Z203757	WEIGHT 10000	LENGTH SCRP NO

OWNER
 OLSON BROTHERS SERVICE INC
 1415 SE MC LOUGHLIN BLVD
 MILWAUKIE OREGON 97222

WHEN VEHICLE IS SOLD EACH OWNER MUST RELEASE INTEREST BY WRITTEN SIGNATURE

SIGNATURE OF OWNER RELEASING INTEREST OF DATE OF RELEASE

SIGNATURE OF OWNER RELEASING INTEREST OF DATE OF RELEASE

SIGNATURE OF OWNER/LESSOR RELEASING INTEREST OF DATE OF RELEASE

SECURITY INTEREST HOLDER/LESSOR IF NOT SHOWN ABOVE

FST STATE BK OREGON
 PO BOX 22085 MILWAUKIE OFFICE
 MILWAUKIE OREGON 97222

SECURITY INTEREST HOLDER/LESSOR MUST RELEASE INTEREST BY AUTHORIZED WRITTEN SIGNATURE

SIGNATURE OF SECURITY INTEREST HOLDER RELEASING INTEREST OF DATE OF RELEASE

X FIRST STATE BANK OF OREGON *Keith M. Hein...* 2-6-83 DATE OF RELEASE

SIGNATURE OF SECURITY INTEREST HOLDER RELEASING INTEREST OF DATE OF RELEASE

SIGNATURE OF SECURITY INTEREST HOLDER RELEASING INTEREST OF DATE OF RELEASE

KEEP IN SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE

FOR OFFICE USE ONLY

T402822 CCL339Z203757 7926201829 3511VTT2530AMLP5E0 03

KEY PERSONNEL PROFILES:

CORPORATE OFFICERS:

Bradley S. Olson, President: Brad literally grew up in the business. As the son of company founder Norris Olson, he began helping out on a part time basis at a very young age. Brad has performed practically every duty in the company at one time or another (including towing), and is poised to help guide the company into the new century.

Danni K. Baldwin, Vice-president: The first and only "non-family" partner in the business, Dan has been a most valued employee since 1974. He has literally worked his way up from part-time island attendant to tow-truck operator, mechanic, service manager, and corporate officer.

Allen L. Olson, Secretary: The youngest of the original Olson Bros., Allen is still a guiding force and the one who makes sure we all "do it right".

TOWING DIVISION

Eric Cruikshank, Manager: Eric has been with Olson Bros. since 1992. He became towing manager in September of 1996. His fast rise in the company is due to his leadership skills and his ability to learn quickly. In addition to managing, and some driving duties, Eric does most of the day-time dispatching. He has completed the TRAA Light Duty Towing Course, and serves as the company's liaison to TRAA, OTTA, and all police and contract customers.

Robert L Tooley Sr., Lead Driver: Bob started at Olson Bros. in 1988, however, he has been a tow truck operator for over thirty years (since 1966). Bob has completed the TRAA Light Duty Towing Course, and has operated almost every type of towing equipment in literally thousands of situations.

Wilbur Pottratz Jr., Senior Driver: Will began his career at Olson Bros. in 1988,. He has grown up around tow trucks and wrecked cars, assisting his father in his salvage business. In addition, Will has operated his own salvage and towing business. He is currently working part-time due to a health problem, but we hope to have him back full-time soon. he has completed the TRAA Light Duty Towing course.

J. Mark Harris, Liens specialist & Consultant: Mark began working at Olson Bros. in 1974, and served as Towing Division Manager from 1983 to 1996. While he is no longer with the company full time, he continues to be available for assistance in training, marketing, special projects (such as this contract), and occasional driving and dispatching duties. Mark also maintains and processes impounded vehicles for lien sale. In over 13 years of Mark's processing of liens, Olson Bros. has never had a claim filed against the company for an improper lien sale. Mark has completed TRAA courses in Light Duty towing, Heavy Duty Towing & Recovery, and Towing Management.

Kenneth Clapp, Driver: Ken has been with Olson Bros. since 1994. He is scheduled to complete the TRAA Light Duty Towing course in early October 1997.

Mattew Kindall, Driver: Matt has been with Olson Bros. for over two years. He has completed the TRAA Light Duty Towing course.

Robert Tooley Jr., Part-Time Driver: Rob literally "grew up" in a tow truck, riding along on calls with his father Robert Sr. his experience also includes long-haul trucking, driving auto transporters, and towing/recovery experience while in the U.S. Army.

SOME ADDITIONAL COMMENTS

We at Olson Bros. consider it a great privilege to serve the city of Milwaukie as your towing company. We feel that no other towing company can provide the city with our unique combination of people and service. Here are some examples:

EXPERIENCE: All drivers have at least one year of towing experience, and some more than twenty. All drivers are familiar with Milwaukie area streets, local businesses, and landmarks. Our drivers are going to know where the call is and the quickest way to get there. All drivers know Milwaukie officers by name and are familiar with the department's procedures.

EQUIPMENT: We use mostly 18,000 g.v.w. trucks that can tow any big car or light truck without over-loading. Over 50% of our tows are performed with roll-bed carriers, so the vehicle is completely off the ground. Our safety record is second to none.

COMMUNITY PRESENCE AND IMAGE: Olson Bros. is the only towing company that has done business in the city (and with MPD) for over 40 years (we still operate a service station within city limits). We have built a reputation for quality work at fair prices and we strive to maintain and improve on that reputation constantly. We believe in giving back to our community, and have done so through sponsorship and patronage of such programs as "4 The Kids", D.A.R.E., and the Milwaukie Downtown Development Association. We have also provided the city with donated or low-cost towing services for Milwaukie Festival Days, street re-surfacing, and other unusual situations when cars or equipment needed to be moved.

LOCATION, LOCATION, LOCATION: We are very proud of our storage facility with its secure beam-type alarm system, and inside storage for all motorcycles (cars and trucks can be stored inside our shop if needed). Because our storage lot is located at our shop, we can offer exclusive features no one else can:

Longer storage lot hours.

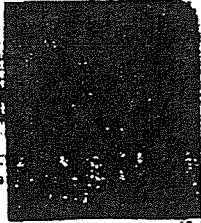
The lot is manned 15 hours per day.

There is gasoline, diesel fuel, compressed air, and complete repair facilities on the premises. Those whose vehicles have been towed for traffic hazard, stolen recovery, and other break-down related reasons can save the price of a re-tow by having us do the repairs. Also, any released vehicle that needs a jump-start, or tires filled before leaving the lot are accommodated at no extra charge.

Our storage lot, main office and dispatch facility are all in the same location, less than one mile from the city limits, and easy for customers to find.

For night-time towing, all "on-call" drivers live in the city, or within 2 miles of the city limits, making it possible for us to maintain an average response time to MPD calls of 10-12 minutes.

DRIVER LICENSE
 756012
 02-07-00
 02-03-96
 CRUTCHANK, KEVIN
 OREGON



NEW ADDRESS
 9370 SE 70TH
 MILWAUKIE, OR
 97222



OREGON
 DRIVER LICENSE
 4810051
 KINDALL, MATTHEW JAMES

DOB: 06-27-1973
 Sex: M
 Height: 6'07"
 Weight: 285
 Issue Date: 06-18-1997
 Expires: 06-18-1998

Expires 06-27-2001
 KINDALL, MATTHEW JAMES
 3500 SE OAK GROVE BL #41
 MILWAUKIE, OR 97267



NEW ADDRESS
 10975 SE OAK
 MILWAUKIE, OR
 97222

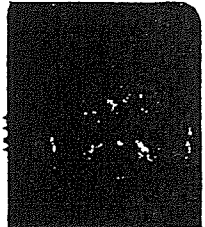
DRIVER LICENSE
 2438044 09-24-59 C
 09-24-99
 08-20-98



OLSON, BRADLEY SCOTT
 580 E. BERKELEY
 GLADSTONE OR 97027

NEW ADDRESS
 16437 SE ORMAE
 MILWAUKIE, OR
 97267

DRIVER LICENSE
 2202742 02-14-58 C
 02-14-00 5 10 1220
 02-09-96 03-12-74



BALDWIN, DANNI KING
 4242 SE RIVER DR
 MILWAUKIE OR 97267

DRIVER LICENSE
 539161 0A-23-42 C
 0A-23-00 6 04 235 M
 0A-23-96 01-05-61



X *Robert L. Tooley*
 TOOLEY, ROBERT LEO
 4724 SE REX DR
 PORTLAND OR 97206

CURRENT ADDRESS:
 12696 SE VERNIE
 MILWAUKIE OR 97222
 (STICKER ON BACK)

DRIVER LICENSE

1926103 07-25-56 C

BD

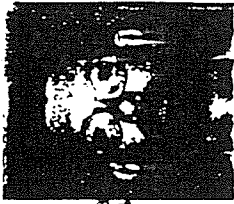
07-25-96 6 06 190 H

07-16-96 07-31-72

Handwritten signature

X

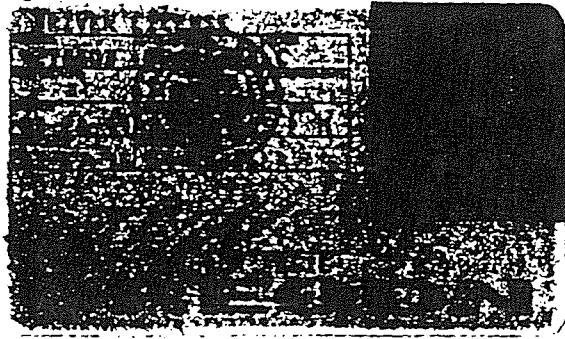
CLAPP, KENNETH GORDON
5510 PENNSHIRE DR OR 97027
GLADSTONE



New Address;

14299 SE RUPERT #53

MILWAUKIE, OR 97267





OREGON

CDL INSTRUCTION PERMIT

2330643

HARRIS, JERRY MARK

DOB

06-04-1959

Endorsements

Class

Restrictions

Sex

Weight

BD

M

190

Height

Issue Date

08-18-1997

5'09"

Original

1974

Expires 08-18-1998
HARRIS, JERRY MARK
9027 SE 36TH AVE
MILWAUKIE, OR 97222



DRIVER LICENSE

998557 08-20-99 C

08-20-99 08-20-99 M

08-09-95 08-09-95

08-09-95 08-09-95



OLSON, ALLEN LEROY

12106 SE SEQUOIA PL

REDAKED



40



OREGON

COMMERCIAL DRIVER LICENSE

43303

TOOLEY JR ROBERT LEO

03-29-1971

MPTX

A

BC

M

250

501

06-20-1997

986

EXPIRES 06-20-1997
TOOLEY JR. ROBERT LEO
4483 SE ROETHE RD APT G
PORTLAND, OR 97267



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/15/97

PRODUCER

TERRY SPITZ AGENCY
1690 WILLIAMS HWY
GRANTS PASS, OREGON 97527
541-479-7312 FAX 541-474-7155

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE	
COMPANY A	TRUCK INSURANCE EXCHANGE
COMPANY B	
COMPANY C	
COMPANY D	

INSURED

OLSON BROTHERS INC.
14155 S.E. MC LOUGHLIN BLVD.
MILWAUKIE, OR 97222
503-659-5141

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
a	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	03487-74-58	09-24-96	09-24-97	GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COM/PROP AGG	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
d	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	03487-74-58	09-24-96	09-24-97	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
3	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ON HOOK	03487-74-58	09-24-96	09-24-97	AUTO ONLY - EACH ACCIDENT	\$
					OTHER THAN AUTO ONLY	\$
					EACH ACCIDENT	\$
				AGGREGATE	\$60,000	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR, PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATE/LOCAL LIMITS	OTHER
					EL EACH ACCIDENT	\$
					EL DISEASE - POLICY LIMIT	\$
					EL DISEASE - EA EMPLOY	\$
	OTHER					

DESCRIPTION OF OPERATION & LOCATIONS / VEHICLES / SPECIAL ITEMS

CERTIFICATE HOLDER

MILWAUKIE CITY POLICE
PUBLIC SAFETY BUILDING
10722 S.E. MAIN
MILWAUKIE, OR. 97222

ATTN: AGNESS ANDERSON

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Terry Spitz

42

CERTIFICATE OF INSURANCE

COMPANY:

SAIF Corporation
Portland Office
P.O. Box 2775
Portland, OR 97208-2775

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED:

Dison Brothers Service Inc
1411E SE McLoughlin Blv
Portland, OR 97267-1406

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

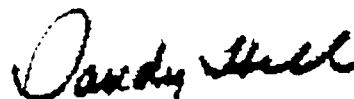
POLICY NO.	POLICY EFF DATE	POLICY EXP DATE	LIABILITY LIMITS
293970	10/01/1996	09/30/1997	(in thousands)

WORKERS' COMPENSATION	STATUTORY	
	\$1000	(each accident)
	\$1000	(each employee)
	\$1000	(Disease, Policy)

OTHER COVERAGE AFFORDED:

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS: All Operations

AUTHORIZED REPRESENTATIVE:



CERTIFICATE HOLDER:

City of Milwaukie

Issue Date (09/09/97)

THE FOLLOWING ⁴ PAGES ARE OLSON BROS.' DRESS CODE AND CONDUCT STANDARDS, TAKEN DIRECTLY FROM THE CORPORATE EMPLOYEE HANDBOOK.

This benefit should be a must for any employee not having health insurance coverage for themselves or family.

The percentage paid by OBS is a major percentage of the premium and is done as an OBS employee benefit. This premium is paid by OBS to the insurance carrier prior to the month of coverage. In the event of employment termination, during the pre-paid coverage period, the employee's company benefits cease at the time employment services are discontinued. Therefore, an amount equal to the OBS contribution for the period on non-employment coverage will be due OBS and will be deducted from the final/separation pay check.

Law provides for six months of continued group health insurance coverage for enrolled employees leaving employment of companies providing group health plans. Continuation of coverage requires employee paperwork requesting the interrupted group coverage along with arranging for prepaid full premium payments, etc. with OBS. Rules and conditions for continued

Dress Code:

Your appearance is important to OBS, our customers, and your co-workers. We want to present an image displaying pride in our work place.

Basically, we foster a "clean cut" appearance and expect you to be neat, clean and impressive looking.

Uniforms provided make for a major company expense and your care of them as though they are yours is expected. Misuse cannot be tolerated. You are responsible for them and any charges for misuse or loss will be passed on to the individual for whom they are assigned.

Should you find a need for additional clothing, make it color coordinated. Our uniform colors are obvious...don't deviate. If you desire or find a need to wear a sweatshirt or sweater under or over your shirt, wear one that color compliments your uniform. Plaids or colors not in the OBS uniform colors or of ragged or poor condition are not to be worn.

OBS spends big bucks on uniform image...Show your appreciation and allow yourself to feel better by wearing them and your color coordinated additions neatly and with pride.

Hair:

Most hair styles are accepted as within a proper appearance code if maintained and displayed with cleanliness.

Unattended hair length/growth does not characterize the image OBS and your co-workers want to see.

The image you display is the image the customer uses to determine their impression of you and the company you represent.

You are expected to present a positive look with your hair, dress and body language appearance.

Standards of Conduct:

All employees of OBS are hired for an indefinite duration. All employment at OBS is at will, which means that either you or OBS may terminate the employment relationship at any time with or without advance notice and without cause. All employment is continued on that basis no matter what the employee's position, status, compensation, or length of service.

Without changing the at will status of your employment in any way, the following list gives examples of prohibited conduct that may result in discharge or discipline as OBS in its sole discretion deems appropriate.

1. Falsification or destruction of OBS records, including personnel, production, quality control, time records, reports of other forms or documents.
2. Repeated absenteeism or tardiness, regardless of cause.
3. Unauthorized absence from work, failure to promptly report an absence from work, or failure to return at the appropriate time.
4. Neglect of duty, sleeping, loafing, wasting time, or being off the job or away from your work area without authority.
5. Gambling on OBS premises or time.
6. Signing, filling in, or altering any part of another employee's time record.
7. Using, possessing, buying, selling, transferring, concealing, or being under the influence of drugs or alcohol on OBS premises or time. Employees using prescription drugs during or before working time which might impair safety, performance, or any motor functions must notify their supervisor before commencing work. If OBS determines that such prescription drug use does not pose any safety or other risk, the employee will be permitted to work.
8. Use or possession of firearms, weapons, or explosives on OBS property.
9. Destroying, defacing, abusing, or wasting OBS property or the property of a fellow employee, vendor, or customer.
10. Creating or contributing to unhealthy, unsafe, or unsanitary conditions.
11. Violation of any safety rule or safety practice.
12. Disorderly conduct, horseplay, rowdyism, or use of abusive or provocative language.
13. Fighting or agitating a fight, or attempting or threatening harm to person or property, regardless of provocation.
14. Insubordination, refusal to follow instructions, or disregard for proper authority.

- 15. Theft or dishonesty.
- 16. Interfering with the work of other employees or preventing others from performing their duties.
- 17. Bringing in or working on unauthorized work on OBS premises or time.
- 18. Entering or remaining on OBS premises or working areas other than during your assigned work shift or when so authorized
- 19. Inviting non-employees to enter OBS' facilities without permission at any time.
- 20. Failure to cooperate with OBS during any investigation.

These guidelines do not list every imaginable form of misconduct which may result in discharge or discipline in OBS' sole discretion. Furthermore, as stated above, employment at OBS may be terminated at will, due to lack of work, reorganization, or for any other reason in the discretion of OBS or the employee.

Drug and Alcohol Policy:

In connection with our goal of providing a safe and productive work environment for all employees, OBS is concerned about substance abuse, since it can affect an employee's productivity and efficiency; jeopardize the safety of the employee, co-workers, and the public; impair the reputation of OBS and its employees; and violate State and Federal statutes. For these reasons, we have developed a policy to deal with those whose drug or alcohol use affects the rest of us.

The possession, consumption, purchase or sale of alcohol, on OBS premises is prohibited. Furthermore, no employee shall use alcohol, be under the influence of alcohol, be impaired by alcohol, or have present in their system any detectable amount of alcohol while on OBS business premises.

In addition, persons whose positions with OBS require driving as a part of their work may be terminated from such positions if found to have been driving under the influence of alcohol whether on duty or off duty.

The use, purchase, sale, transfer, possession, being under the influence, or the presence in one's system of a detectable amount on an illegal drug by any employee is prohibited (1) on OBS premises, (2) where the employee is performing OBS business off premises, or (3) where such activity away from company premises or business affects the employee's suitability for continued employment or may harm the reputation of OBS and its employees.

A blood test, urinalysis, or other drug/alcohol screening may be required:

- A. Of any applicant to whom a job offer may be made.
- B. Of any employee where there is reason to believe that he or she may be using drugs or may be impaired by or under the influence of drugs or alcohol. "Reason to believe" would

include but not be limited to an injury or accident at work where there is reason to believe that employee impairment may have been a factor.

- C. As part of occasional follow-up testing if the employee is found to have breached these policies but has been permitted to remain employed.

An employee's cooperation with such a drug or alcohol screening test is required as a condition of employment. The employee's refusal to cooperate with such a request and to provide a specimen will result in termination of employment where there is reason to believe that the employee has violated this policy and the employee's refusal to cooperate has prevented a medical determination of his or her condition.

Conflict of Interest:

You are expected to promote the best interest of OBS at all times. Each of us has an obligation to avoid any activity, business investment or interest, or other situation which could be construed as a conflict with OBS' best interest or as an interference with your duty to serve OBS to the best of your ability.

As a general rule, good judgment will prevent the possibility of a conflict of interest. If you are uncertain about whether a potential conflict exists, contact the OBS General Manager or a stockholder.

Termination:

In all circumstances, employment at OBS is "at will", which means that either you or the company can terminate the employment relationship at any time, with or without advance notice, and with or without cause. All employment is continued on that basis regardless of the employee's job position, status, compensation, or length of employment. This "at will" relationship may only be changed by a specific written agreement which is signed by the employee and all officers of the company.

Pay at Termination:

An employee whose employment is terminated for any reason is entitled to all vested but unused vacation. All issued uniforms, rental or OBS owned, along with all OBS properties in the employee's possession need to be returned at termination.

Values of non-returned properties will be deducted from the separation payroll check along with ledger account balances and prepaid health insurance premiums.

MILWAUKIE

'97 SEP 12 11 12 06

CITY OF MILWAUKIE, OREGON

**Request for Qualifications for
TOWING SERVICES**

The City of Milwaukie requests responses from qualified Respondents to provide
TOWING SERVICES

The appointment will be for an initial five year period beginning November 1, 1997. The
City, at its sole discretion, may elect to extend the contract for five additional years.
Appointment will be determined by the applicant's qualifications.

Any inquiries concerning the
Request for Qualifications should be addressed in writing to:
Angus Anderson, Finance Director.
10722 S. E. Main Street, Milwaukie, Oregon, 97222.

Sealed responses to the Request for Qualifications will be received until
2:00 p.m. on September 12, 1997 at:
City of Milwaukie, Finance Department
10722 S. E. Main Street
Milwaukie, Oregon, 97222.
at which time all responses will be opened and read.

The CITY reserves the right to accept or reject any or all responses or to waive any
specification or requirement if such waiver or rejection is deemed to be in the best interest
of the CITY.

INTRODUCTION:

The CITY of Milwaukie (hereinafter called "CITY") invites qualified independent vehicle towing companies (hereinafter called "RESPONDENT" prior to award and "CONTRACTOR" after award) to complete and submit responses to provide TOWING SERVICES as described in the following Request for Qualifications (hereinafter called "RFQ"). The purpose of this process is to obtain high quality TOWING SERVICES at a price that is equitable for both citizen and CONTRACTOR. It is the intent of the City of Milwaukie to negotiate a five year contract with the option retained by the City, at its' sole discretion, to extend the contract for an additional five years contingent upon successful completion of the first five years of the contract as determined by the CITY. The contract period will begin November 1, 1997.

- ◆ **Attachment "A"** is a Statement of Qualifications (SOQ) form. Each RESPONDENT must complete this Attachment. Responses must fully address each question, giving complete information regarding current and relevant references. RESPONDENTS must submit additional materials relating to the verification of items in the Attachment.

- ◆ **Attachment "B"** is the Towing Services Contract. Each RESPONDENT must evaluate this contract form and by executing the Statement of Qualifications (SOQ) thereby agree with the terms and conditions contained therein unless written objections are included as an addenda to the SOQ. The form and content of any such objection will be reviewed by CITY in the response evaluation process.

DESCRIPTION OF CURRENT SYSTEM:

City has contracted with Olson Bros. Service, Inc. for towing services since June 3, 1992. The scope of work and specific responsibilities contained in this RFQ are essentially the same as those performed under that contract. The form of CONTRACTOR selection and compensation are considerably different. RESPONDENTS are encouraged to review both the contents of this RFQ and the Towing Services Contract.

SCOPE OF WORK:

The selected CONTRACTOR shall be responsible for the delivery of quality towing services as ordered by the City of Milwaukie. CONTRACTOR will receive all police requests for non-preference private tows during the term of the contract. Contractor will be compensated at the following rates:

1. TOWING RATES: The rate structure which follows will be jointly reviewed for adequacy during the month of April or May during each year by CITY and CONTRACTOR. If it is jointly agreed that a rate adjustment is warranted, the rate structure will not be adjusted more than the Consumer Price Index for Portland-Vancouver, All Urban Consumers, Annual % Change as published by the U.S. Bureau of Labor. Enactment of any rate adjustment will be by prior passage of a rate adjustment resolution presented to the Milwaukie City Council in a regularly scheduled public meeting. The effective date of any rate change will be July 1st. The initial schedule of towing rates for all services under the contract shall be as follows, subject to the exceptions set out in the contract, and excluding private preference tows:

A. BASIC CITY POLICE ORDERED TOWS:

- 1) CLASS "A": Towing of a passenger vehicle or truck or van, up to ¾ ton size, unloaded. Includes motorcycle carrying device, trailer ball hitch or other towing devices. Does not include required use of winch, flatbed truck, dollies and driveline removal. The rate, including all mileage within the city limits of the City of Milwaukie, is \$65.00.
- 2) CLASS "B": If vehicle to be towed exceeds the definition of CLASS "A", but is less than 20,000 GVW, and requires a CLASS "B" tow truck for the tow, the rate, including all required towing devices and mileage within the city limits of the City of Milwaukie, is \$100.00.
- 3) CLASS "C": If the vehicle to be towed exceeds 25,000 GVW and requires a CLASS "C" tow truck, the rate is \$140.00 plus applicable mileage charges.

B. GENERAL CHARGES APPLICABLE TO ALL TOWS:

- 1) Mileage for tows outside the city limits of the City of Milwaukie (Class A and Class B).....\$2.50 per mile towed from point of pick up to point of delivery.
- 2) Mileage for all Class C tows.....\$4.00 per mile towed from point of pick up to point of delivery
- 3) Winch, dolly or flatbed truck.....\$25.00 extra charge above the Basic Towing charge. Use must be noted on the tow receipt to verify fee.
- 4) Driveline Removal.....\$25.00 extra charge above the Basic Towing charge. Use must be noted on the tow receipt to verify fee.
- 5) Standby and recovery time\$25.00 per each ½ hour or fraction thereof. To calculate this amount, the time begins when the tow truck arrives on the scene and ends when the tow is hooked up. For this charge to be made, the beginning and ending times must be written on the receipt.
- 6) Flares.....\$3.00 per flare. Use must be noted on the tow receipt to verify fee.
- 7) After-hours release, or gate, fee.....\$20.00. Time and date of after-hours access must be noted on the tow receipt to verify gate fee.

2. **STORAGE RATES:** The storage rates for all vehicles shall be as follows, subject to the exceptions set out in the contract, and excluding private preference tows: *For the purposes of determining the first four hours storage grace period, it shall begin at the time the towed vehicle arrives at the storage lot. Time and date of placement on and release from the storage lot shall be recorded on the tow bill of all vehicles towed under this contract.*

A. Vehicles occupying not over 200 square feet (size of standard automobile):

- 1) First four hours.....*No charge*
- 2) All time beyond the first four hours time stored until midnight of the first day in storage.....\$15.00.
- 3) All time beyond the first midnight in storage.....*\$15.00 per twenty-four hour period or any part thereof.*

B. Vehicles occupying more than 200 square feet: *The storage charge shall be that quoted above for vehicles occupying not over 200 square feet PLUS an additional \$12.00 per each charged time period or part thereof. This extra fee shall be charged for each additional 200 square feet or part thereof occupied by the vehicle.*

OTHER SERVICES:

If regulatory bodies establish new regulations, CONTRACTOR shall provide any required new services. If the CONTRACTOR develops other services, the CITY is to be furnished with any information that CITY may use to consider these services.

PROCEDURAL INSTRUCTIONS:

Statement of Qualifications

RESPONDENTS shall use the attached required "Statement of Qualifications " (Attachment "A"), or copies thereof, in submitting a response. It is required that the response be completed in its entirety. Any item for which verifying documentation is required shall be considered as absolutely mandatory. Failure to provide required documentation for any such item will immediately disqualify the submitted response with prejudice. There will be no amendments allowed to rectify any failure to comply.

Public Information

All submitted responses and information included therein or attached thereto shall become public record upon submission to the CITY.

Contact Office

The City of Milwaukie shall be the only contact office with regard to any or all aspects of the RFQ. The CITY's principal contact is:

Angus Anderson, Finance Director
10722 S. E. Main Street
Milwaukie, Oregon 97222
(503) 786-7521.

Right to Reject Responses and Waive Informalities

The CITY reserves the sole right to reject any or all responses, to waive any non-material irregularities or information in the RFQ, or any response submitted.

Execution of Agreement

All RESPONDENTS must agree to execute a contract similar in form and substance to the included Towing Services Contract (Attachment "B"). It is the responsibility of each RESPONDENT to include any objection or request for modification to this contract with the submitted response. If a RESPONDENT does not execute a contract within 30 days after being notified of selection, the CITY may give notice to the RESPONDENT of the CITY's intent to select the next best qualified proposing RESPONDENT or call for new responses, whichever the CITY deems most appropriate. RESPONDENTS are strongly encouraged to review the contents of the Towing Services Contract.

Protest Procedures for Proposal Requirements

Any and all complaints, inquiries and protests regarding this document must be presented in writing ten calendar days prior to the response due date, and shall be addressed as follows:

Attention: Angus Anderson
Finance Director
10722 S. E. Main Street
Milwaukie, Oregon 97222

Protests shall include the reasons for protest and any proposed changes. No protest shall be considered after the deadline established for submitting such protest.

RESPONDENT MINIMUM QUALIFICATIONS:

- ◆ All RESPONDENTS must have been in business under the same name and under the same ownership for five consecutive years.
- ◆ RESPONDENTS, to be considered for contract award, must not have been terminated for cause from any towing contract with a governmental entity within the past five years.
- ◆ RESPONDENTS, to be considered for contract award, must not have any employee that has ever been convicted of a felony. At times City will order tows and/or storage for evidentiary purposes. It is critical that a clean trail of control over such evidence be maintained.
- ◆ All RESPONDENTS must be licensed to conduct business in the State of Oregon and the City of Milwaukie (City Business License may be obtained after award of contract but must be in effect November 1, 1997) and maintain offices in the Portland Metro area.

All RESPONDENTS must agree to execute the Towing Services Contract (attached as Attachment "B")

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PROPOSAL REQUIREMENTS:

All Responses submitted in response to this Request for

Qualifications must include:

- ◆ Attachment "A", Statement of Qualifications
- ◆ Resumes and technical experience of key personnel (including all drivers).
(Identify the proposed contract manager).
- ◆ Copy of current Driver's License for each employee and driver
- ◆ \$500,000 liability insurance certificate (or policy declarations page)
- ◆ \$60,000 garagekeepers insurance certificate (or policy declarations page)
- ◆ Workers Compensation insurance certificate (or policy declarations page)
- ◆ Written dress code and code of conduct

PROPOSAL SUBMITTAL:

Two copies of the response, clearly marked "TOWING SERVICES" must be delivered by 2:00 p. m., September 12, 1997, to:

Angus Anderson, Financial Director
CITY of Milwaukie
10722 S.E. Main Street
Milwaukie, Oregon 97222

Responses received after this time will be returned to the sender unopened. Facsimile responses will not be accepted.

Any question regarding this Request for Qualifications should be directed in writing to Angus Anderson at the address listed above not later than ten days prior to response opening date.

EVALUATION AND SELECTION:

CITY reserves the sole right to accept or reject any response. In connection with the evaluation, the CITY may, at its option, invite one or more respondents to make an oral presentation and may require the submission of supplemental material intended to substantiate or clarify information submitted in the original response.

Selection criteria will include the following (not ranked in order):

- Ability, as determined solely by the City of Milwaukie in a review of submitted materials of the RESPONDENT, to deliver required and requested services identified in both this RFQ and the RESPONDENT'S response documents;
- Ability of RESPONDENT to pass equipment and facility (signage, fencing, alarms, inside and outside storage, easily located and well lit lot) inspection by the City of Milwaukie, Oregon State Police and/or designee;

- Degree of professionalism, as determined solely by the City of Milwaukie in a review of submitted materials of the RESPONDENT, of the representatives of RESPONDENT. This will include dress, code of conduct and experience and education.
- References from other governments, provided by the RESPONDENT:

MISCELLANEOUS INFORMATION:

Changes in RFO

Should there be any changes made in the RFQ, a written addendum will be provided to all parties holding the RFQ.

Termination of Contract

The contract shall provide that the CITY, in its sole discretion, reserves the right to terminate the agreement at any time upon ninety days prior written notice of its intent to terminate.

Award of Contract

Award of the CITY's towing contract is scheduled for the regular CITY Council meeting on October 7, 1997.

Type of Service

There are two types of tows ordered by the City of Milwaukie:

POLICE IMPOUND: These tows are tows in which the City has ordered the impounding of a vehicle. The payment for the towing service is the responsibility of the registered owner of that vehicle and not CITY. Issuance of Vehicle Release by CITY and Payment of towing fees directly to CONTRACTOR shall be required prior to release of the vehicle.

POLICE HOLD: The CONTRACTOR will be notified that the tow is classified as a POLICE HOLD at the time of the tow. Payment for the towing service is the responsibility of the registered owner of the vehicle and not CITY. Issuance of Vehicle Release by CITY and Payment of towing fees directly to CONTRACTOR shall be required prior to release of the vehicle.

General Instructions To RESPONDENTS

The following instructions, terms and conditions apply to all responses to provide services to the CITY of Milwaukie:

- ◆ All responses received will be open for public inspection immediately after the advertised public opening date/time.
- ◆ The CITY Council expressly reserves the following rights:
 - To reject any and/or all irregularities in the responses submitted.
 - To reject any and/or all responses or portions thereof.
 - To base awards with due regard to quality of services, experience, and other such factors as may be necessary in the circumstances
 - To make the award to any vendor whose response, in the opinion of management and the City Council, is in the best interest of the CITY.
- ◆ All responses must be sealed and addressed to Angus Anderson, Finance Director, City of Milwaukie, 10722 S.E. Main Street, Milwaukie, Oregon 97222. The name and address of the vendor must appear on the outside of the envelope and the envelope must be marked **TOWING SERVICES.**

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- ◆ RESPONDENTS are required to use the Statement of Qualifications form that is furnished.
- ◆ Any amendment(s) to or error(s) in the RFQ document called to the attention of the CITY will be added to or corrected and furnished by written addendum to all these holding RFQ documents.
- ◆ Phone responses or facsimile responses will not be accepted.
- ◆ Any proposal received at the location designated in the solicitation after the exact time specified for receipt will not be considered and will be returned unopened. It is the responsibility of the RESPONDENT to ensure receipt of responses by the CITY by the specified time.
- ◆ No material, labor, or facilities will be furnished by the CITY, unless provided for in the specifications.
- ◆ All contracts shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this solicitation shall be in the Circuit Court of Clackamas County. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court, including any action at the appellate level.
- ◆ Any addendum to the RFQ document will be furnished to all of those holding RFQ documents. If the addendum is mailed less than five (5) business days before the time set for proposal submission, the CITY will make a good faith effort to notify each vendor holding specifications by phone and explain the change(s).
- ◆ Written Notice: Any notice of change, termination, or other communication having a material effect on the contract documents shall be served in one or more of the following manners:
 - In-person, delivery to an authorized officer, employee, agent or other representative of the contracting parties.
 - Depositing in the US mails under certified or registered handling posted to the address(es) given in the proposal documents or the last known address(es).

SELECTION PROCESS SCHEDULE:

- August 29, 1997** Posting of Request for Qualifications. Any inquiries concerning the Request for Qualifications must be addressed in writing to Angus Anderson, Finance Director, 10722 S. E. Main Street, Milwaukie, Oregon, 97222, telephone, (503) 786-7521.
- September 12, 1997** Written responses will be received no later than 2:00 p.m. Friday, September 12, 1997, at Milwaukie City Hall, 10722 S. E. Main Street, Milwaukie, Oregon, 97222.
- September 12, 1997** Written responses will be evaluated by City staff. The most qualified to
September 26, 1997 Qualifications, references, and other data will be reviewed by the Selection Committee. Recommendations will be submitted to the Milwaukie City Council who in turn selects the RESPONDENT deemed best qualified to serve as the CITY's Towing Contractor.
- October 7, 1997** Milwaukie City Council appoints RESPONDENT.
- November 1, 1997** Towing Contract begins.

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EXHIBIT "A"

CITY of Milwaukie
10722 S. E. Main Street
Milwaukie, Oregon 97222

QUALIFICATIONS QUESTIONNAIRE

LEGAL NAME OF BUSINESS: Jam Auto Import Rebuilding Inc
D.B.A. JUSTICE Towing Co

BUSINESS OPERATES AS:

Sole Proprietorship _____ Partnership _____ Corporation X
SSN(s) _____ or FEIN 93-0642239 (as appropriate)

IS BUSINESS REGISTERED WITH THE OREGON CORPORATION DIVISION AS DOING BUSINESS UNDER AN ASSUMED NAME OR PARTNERSHIP? Yes X No _____

If YES, provide the assumed name and registration date plus a copy of the all certificates issued in conjunction with this name.

Name Jam Auto Import Rebuilding Inc Registration Date 03/10/78
(DBA JUSTICE Towing Co)

IS BUSINESS REGISTERED WITH THE OREGON CORPORATION DIVISION AS DOING BUSINESS AS A LIMITED PARTHERSHIP OR CORPORATION? Yes X No _____

If YES, provide the name and corporation number plus a copy of the all certificates issued in conjunction with this name.

Name Jam Auto Import Rebuilding Inc Corporation Number 109785-18

CITY OF MILWAUKIE BUSINESS LICENSE NUMBER # 811 830 EXPIRATION 12/31/77

BUSINESS ADDRESS: 16420 SE McLoughlin, Milwaukie, OR 97267

ADDRESS THAT WILL SERVICE CITY: Same as above

PRIMARY STORAGE FACILITY ADDRESS: Same as above

SECONDARY STORAGE FACILITY ADDRESS: 128 S McLoughlin, O.C Oregon
97045

TELEPHONE NUMBER: 503-654-7227 FAX 503-659-9313

NAME OF PERSON PREPARING PROPOSAL James Justice

NAME OF DISPATCHER Professional Dispatch Services

ADDRESS OF DISPATCHER P.O. Box 1087, Sherwood Oregon 97140

PHONE NUMBER OF DISPATCHER Justice Line 654-7227
Professional's Line 251-0515 Dave mgr

If you have a prepared brochure on your firm, we would like to see it. However, in addition we REQUIRE that you complete and return this form, using the space provided to give the information requested.

1) RESPONDENT has been in business as JAM Auto Import Rebuilding (DBA) Justice Tow for 22 consecutive years under the same ownership. ALL individuals that are owners, partners, corporate officers, directors, general managers and/or have any ownership or financial interest are:

NAME (last, first, mi)	POSITION/TITLE	% OWNERSHIP
James F Justice	President	100%

(attach additional sheets if necessary)

2) RESPONDENT affirms, by executing this form, that the firm has adequate financial stability to service the proposed contract. By executing this document, RESPONDENT gives permission for CITY to secure credit and Dun & Bradstreet Reports, secure credit report from the primary bank of account as well as all creditors with current outstanding balances in excess of \$100,000.

NAME of CREDITOR/BANK	CONTACT (including phone number)	DEPOSIT(+) and LOAN (-) BALANCE
KEY BANK (Real Estate)	Dick Swails 790-7572	648,000
WELLS FARGO	225-3966	20,000 +
BANK OF America		50,000 +

3) List three political entities to whom you now are providing Towing Service (preferably ones near Milwaukie's type and size) and show name and telephone number of person to contact for reference.

- A. Cleckamas County Sheriff's Office 20 years
Dept. Clerk's - 557-2883
- B. Oregon STATE Police
Dept. Lt. Raider 503-378 3720 731-3020
- C. _____

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4) HAS BUSINESS BEEN A REGISTERED, OPERATIONAL TOWING BUSINESS, AND MAINTAINED LIABILITY AND WORKERS COMPENSATION INSURANCE FOR AT LEAST FIVE CONSECUTIVE YEARS PRIOR TO JULY 1, 1997? Yes ___ No ___

Attach Certificate of Insurance or Policy Declarations Page for the following insurance

Liability Insurance provider (agent & phone): North Pacific, Oregon Pioneer 656 267
 Amount of Coverage 1,000,000, + Expiration 06/01/98
 Garagekeepers Insurance provider (agent & phone): Same
 Amount of Coverage 500,000, Expiration 06/01/98
 Cargo Insurance provider (agent & phone): SAME
 Amount of Coverage 50,000 Expiration 06/01/98
 Workers Compensation Insurance provider (agent & phone): SAIF (Terry Law 598-5778)
 Amount of Coverage Statutory Expiration 06/30/98

5) HAS BUSINESS PREVIOUSLY HAD ANY TOWING CONTRACT CANCELLED BY ANY GOVERNMENTAL ENTITY FOR ANY REASON? Yes ___ No X

If YES, provide the name of the government, the date of cancellation and reason given for such cancellation. _____

6) HAS ANY PRINCIPAL (OWNER/MANAGER) OF BUSINESS PREVIOUSLY HAD ANY TOWING CONTRACT CANCELLED BY ANY GOVERNMENTAL ENTITY FOR ANY REASON? Yes ___ No X

If YES, provide the name of the government, the date of cancellation and reason given for such cancellation. _____

7) LIST ALL EMPLOYEES, FULL OR PART-TIME. ATTACH A CLEARLY LEGIBLE COPY OF THE CURRENT DRIVER'S LICENSE FOR EACH EMPLOYEE LISTED.

<u>NAME (last, first mi)</u>	<u>DOB</u>	<u>ODL Number</u>	<u>Job Title</u>
JAMES F Justice	10/26/52	1451015	MLR.
LESLIE T KING	03/23/50	92645	TOW DRIVER
Bobby J OELKE	10/05/42	497789	TOW DRIVER

8) LIST ALL CLASS "A" EQUIPMENT OWNED OR AVAILABLE. ATTACH A CLEARLY LEGIBLE COPY OF THE CERTIFICATE OF TITLE FOR EACH TRUCK LISTED.

<u>EQUIP #</u>	<u>MAKE/MODEL</u>	<u>VIN #</u>	<u>LICENSE #</u>	<u>GVWR</u>
405T	1994 UD	JNAME08- -J6RGETS419	T/W 14772	17,995
400	1996 UD	JNALC20H2SGH- -50546	T/W 15514	23,000
¹² 410	1995 UD	JNAMA20H4SG- -F50219	T 512011	17,995

9) ATTACH A DESCRIPTION OF COMPANY'S DRESS CODE AND CODE OF CONDUCT FOR EMPLOYEES. AT A MINIMUM, THIS SHOULD INCLUDE:

- Description of required uniforms (or recommended attire)
- Grooming standards
- Customer Service Procedures for drivers
- Customer Service Procedures for dispatchers
- Customer Service Procedures for office personnel

We have read the Request for Qualifications and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by CITY. We have reviewed the Towing Services Contract and agree to execute such upon award of the contract by CITY.

It is further understood that all information included in, attached to, or required by this Request for Qualifications shall be public record upon its delivery to the CITY.

We propose to provide Towing Services in accordance with the specifications contained in the Request for Qualifications (RFQ) issued by the City of Milwaukie and the response submitted by us for a five year period with a potential contract extension of five additional years at the option of the City.

It is understood and agreed that false information submitted by RESPONDENT shall be considered grounds for rejection or revocation of the City of Milwaukie Towing Services Contract. Therefore, review of this document is an important step prior to execution. Signing of this document certifies that all statements contained herein are true to the best of our knowledge.

I/We certify that I/We have reviewed the contents of this application, that all statements contained herein are true to the best of my/our knowledge, that I am an officer of the below named business, and that I am authorized to execute this document on behalf of the business.

Submitted By:
Justice Towing Co
(Firm)

by  Pessicle
(Signature/Title)

by _____
(Signature/Title)

503-653-5500
(Telephone)

09/11/97
(Date)

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EXHIBIT "B"

CITY OF MILWAUKIE, OREGON

TOWING SERVICES CONTRACT

THIS AGREEMENT made and entered into this FIRST day of NOVEMBER, 1997 by and between the CITY OF MILWAUKIE, a municipal corporation of the State of Oregon, hereinafter called CITY, and [contractor's name] hereinafter called CONTRACTOR.

WITNESSETH:

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

WHEREAS, City Manager has determined that [contractor's name] 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 agrees to complete work which is detailed in CONTRACTOR's response to the RFQ which is attached as EXHIBIT "A" and by this reference made a part hereof. Such work involves vehicle towing and storage services as directed by CITY.

2. EFFECTIVE DATE AND DURATION:

This agreement shall become effective upon execution, and shall expire, unless otherwise terminated or extended, on June 30, 2002. All work under this agreement shall be completed prior to the expiration of this agreement.

3. COMPENSATION:

The selected CONTRACTOR shall be responsible for the delivery of quality towing services as ordered by the City of Milwaukie. CONTRACTOR will receive all police requests for non-preference private tows during the term of the contract. Contractor will be compensated by owner of vehicle, and not the City under any circumstances. The rate structure which follows will be jointly reviewed for adequacy during the month of April or May during each year by CITY and CONTRACTOR. If it is jointly agreed that a rate adjustment is warranted, the rate structure will not be adjusted more than the Consumer Price Index for Portland-Vancouver, All Urban Consumers, Annual % Change as published by the U.S. Bureau of Labor. Enactment of any rate adjustment will be by prior passage of a rate adjustment resolution presented to the Milwaukie City Council in a regularly scheduled public meeting. The effective date of any rate change will be July 1st. The initial schedule of towing rates for all services under the contract shall be as follows, subject to the exceptions set out in the contract, and excluding private preference tows:

1. **TOWING RATES:** The schedule of towing rates for all services under the contract shall be as follows, excluding private preference tows:

A. BASIC CITY POLICE ORDERED TOWS:

- 1) CLASS "A": Towing of a passenger vehicle or truck or van, up to ¾ ton size, unloaded. Includes motorcycle carrying device, trailer ball hitch or other towing devices except required use of winch, flatbed truck, dollies and driveline removal. The rate, including all mileage within the city limits of the City of Milwaukie, is \$65.00.
- 2) CLASS "B": If vehicle to be towed exceeds the definition of CLASS "A", but is less than 20,000 GVW, and requires a CLASS "B" tow truck for the tow, the rate, including all required towing devices and mileage within the city limits of the City of Milwaukie, is \$100.00.
- 3) CLASS "C": If the vehicle to be towed exceeds 25,000 GVW and requires a CLASS "C" tow truck, the rate is \$140.00 plus applicable mileage charges.

B. GENERAL CHARGES APPLICABLE TO ALL TOWS:

- 1) Mileage for tows outside the city limits of the City of Milwaukie (Class A and Class B)..... \$2.50 per mile towed from point of pick up to point of delivery.
- 2) Mileage for all Class C tows.... \$4.00 per mile towed from point of pick up to point of delivery
- 3) Winch, dolly or flatbed truck.....\$25.00 extra charge above the Basic Towing charge. Use must be noted on the tow receipt to verify fee.
- 4) Driveline Removal.....\$25.00 extra charge above the Basic Towing charge. Use must be noted on the tow receipt to verify fee.
- 5) Standby and recovery time\$25.00 per each ½ hour or fraction thereof. To calculate this amount, the time begins when the tow truck arrives on the scene and ends when the tow is hooked up. For this charge to be made, the beginning and ending times must be written on the receipt.
- 6) Flares.....\$3.00 per flare. Use must be noted on the tow receipt to verify fee.
- 7) After-hours release, or gate, fee.....\$20.00. Time and date of after-hours access must be noted on the tow receipt to verify gate fee.

2. **STORAGE RATES:** The storage rates for all vehicles shall be as follows, subject to the exceptions set out in the contract, and excluding private preference tows:

For the purposes of determining the first four hours storage grace period, it shall begin at the time the towed vehicle arrives at the storage lot. Time and date of placement on and release from the storage lot shall be recorded on the tow bill of all vehicles towed under this contract.

A. Vehicles occupying not over 200 square feet (size of standard automobile):

- 1) First four hours ... No charge
- 2) From five to four hours of the first day in storage.....\$10.00
- 3) All time beyond midnight of the first twenty-four hours in storage.....\$15.00 per twenty-four hour period or any part thereof.

- B. Vehicles occupying more than 200 square feet: *The storage charge shall be that quoted above for vehicles occupying not over 200 square feet PLUS an additional \$12.00 per each charged time period or part thereof. This extra fee shall be charged for each additional 200 square feet or part thereof occupied by the vehicle.*

4. ASSIGNMENT/DELEGATION:

CONTRACTOR shall not assign, sublet or transfer any interest in or duty under this agreement without the written consent of CITY and no assignment shall be of any force or effect whatsoever unless and until CITY has so consented. If 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.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:

CONTRACTOR certifies that:

- i. CONTRACTOR acknowledges that for all purposes related to this Agreement, CONTRACTOR is and shall be deemed to be an independent contractor as defined by ORS 670.700, and not an employee of CITY, shall not be entitled to benefits of any kind to which an employee of CITY is entitled and shall be solely responsible for all payments and taxes required by law.
- ii. 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 CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
- iii. CONTRACTOR certifies that it currently has a City of Milwaukie Business License or will obtain one prior to delivering any services under this agreement.

6. INDEMNIFICATION:

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

CONTRACTOR agrees to indemnify and defend 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.

It is understood by Contractor that in the event Contractor through their action or inaction injures, damages or otherwise diminishes the value of property owned by the City (beyond that incident to normal wear and tear), Contractor agrees to pay City upon written demand by the City, the amount necessary to restore, repair or replace said property.

7. INSURANCE:

CONTRACTOR and its subcontractors shall maintain insurance acceptable to CITY in full force and effect throughout the term of this contract. Such insurance shall cover all 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 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:

<u>Types of Insurance</u>	<u>Limits of Liability</u>
General Liability	Each occurrence, \$500,000
General Aggregate	\$500,000 (indicate if CLAIMS MADE OR OCCURRENCE)
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 Coverage must include vehicle in tow and garagekeepers insurance for vehicles in care, custody and control
Property damage	Per occurrence, \$250,000
Garagekeepers	Each occurrence \$60,000
Cargo Insurance	Each occurrence \$15,000
Workers Compensation	Statutory Limit

Proof of insurance shall be provided before work commences to:

City Recorder
City of Milwaukie
10722 SE Main Street
Milwaukie, OR 97222

Ten days cancellation notice shall be provided CITY by Certified mail to the City Recorder at the address listed above in event of cancellation or non-renewal of the insurance.

8. WORKERS' COMPENSATION INSURANCE COVERAGE:

CONTRACTOR, its subcontractors, any, and all employers working under this agreement, as 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.

66

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

City Recorder
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.

9. METHOD OF GIVING NOTICE:

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

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

CONTRACTOR:
[name]
[address]
[city, state, zip]

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices 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 are to be given by giving notice pursuant to this paragraph.

10. MERGER:

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

11. TERMINATION WITHOUT CAUSE:

At any time and without cause, CITY shall have the right in its sole discretion, to terminate this agreement by giving written notice ninety (90) days prior to termination to CONTRACTOR.

12. MAINTENANCE OF AND ACCESS TO RECORDS:

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

13. FORCE MAJEURE:

CONTRACTOR shall not 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 CONTRACTOR, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the CONTRACTOR shall, within TWENTY-FOUR (24) HOURS from the beginning of such delay, notify CITY in writing of the causes of delay and its probable extent. CONTRACTOR shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the agreement.

14. NON-WAIVER:

The failure of 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.

15. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. CONTRACTOR also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to these laws.

16. ERRORS:

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

17. 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.

18. APPLICABLE LAW:

CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work under this agreement, including those set forth in ORS 279.310 to 279.323.

19. 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 and the proposal submitted, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.



20. 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.

21. COMPLETE AGREEMENT:

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

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

CITY (CITY OF MILWAUKEE)

By: _____ Dan R. Bartlett, City Manager

CONTRACTOR [name]

By: _____ [name, title]



69

24 Hour Damage Free Towing

City Of Milwaukie
Finance Department
Attn: Angus Anderson
Finance Director

Our bid is that Justice Towing will accept rates as described in the contract. I would like to thank the City of Milwaukie for the opportunity to apply for the consideration as your towing contractor. I hope to be selected and will make a partnership style agreement on Heavy Towing. In all cases will strive to meet the city's needs now and in the future. We also plan to develop disaster contingencies to deal with high peak requirements. All of us at Justice Towing hope to grow with the City of Milwaukie. If we are not selected as your primary towing contractor, we hope we could be considered as an alternate.

Jim Justice

A handwritten signature in black ink, appearing to read "Jim Justice", is written over a faint, stylized outline of a truck or vehicle.

Justice Towing

DRIVER LICENSE - CDL
 92645 03-23-88 B
 BD
 03-23-88 5 08 140
 02-02-94 04-17-92



Leslie T. King
 KING, LESLIE THOMAS
 22265 HULL RD
 BEAVERCREEK, OR 97004

MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined

Tom King

(Driver's Name) (Print)

In accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41 - 391.49) and with the knowledge of his/her duties, I find him/her qualified under the regulations.
 Qualified only when wearing corrective lenses
 Qualified only when wearing a hearing aid
 Medically unqualified unless accompanied by a waiver
 Medically unqualified unless driving within an exempt intracity zone

A completed examination form for this person is on file in my office.

503-652-2844

NO 13719

(Area Code & Telephone No.)

(License or Certificate No.)

OR

1-13-90

(State in Which Licensed)

(Expiration Date)

DUNNIS E. RAILLON

(Name and Title of Medical Examiner) (Print)

Leslie T. King

(Signature of Medical Examiner)

22265 HULL RD. BEAVERCREEK OR. 97004

(Address of Driver)

(Revised 1-94) WTB Form 208



COMMUNITY TRANSIT SERVICES, INC.

FIRST AID CERTIFICATION

TOM KING

has been trained in
 BASIC FIRST AID Services
 GEORGE W. ELLIOTT 1-29-93

Instructor

Expiration Date

11

DRIVER LICENSE

CLASSIFICATION	SEX	HAIR	EYES
497789	M	BROWN	BROWN
RESTRICTIONS	SEX	HAIR	EYES
3	M	BROWN	BROWN
EXPIRES	ISSUE DATE	ISSUE STATE	ISSUE COUNTY
10-05-00	5 25 250	M	
09-23-76	06-18-71		



X *Bobby J. Delke*
 DELKE, BOBBY JACOB
 210 W FAIRFIELD
 GLADSTONE

OR 97027
 250 P. 20

BOBBY J. DELKE
 This is **BOBBY J. DELKE** who has examined Driver's Name and Address
210 W FAIRFIELD GLADSTONE OR 97027

In accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.39) and knowledge of this person's duties, under the regulations I find this person qualified:

only when accompanied by waiver
 only when wearing corrective lenses
 only when wearing corrective hearing device accompanied by A.P.A.R. power of hearing (49 CFR 391.41b(10))

A complete examination form for this person is on file in my office at

Oregon State License # **5263**

3-13-98
 Expiration Date

MAUREEN BRADLEY, MD
 Name of Examining Physician

Bobby J. Delke
 Signature of Driver

Maureen Bradley
 Signature of Examining Physician

CERTIFICATE OF INSURANCE

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COMPANY:

SAIF Corporation
Portland Office
P.O. Box 2775
Portland, OR 97208-2775

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED:

J & M Auto Import Rebuilding Inc
16420 SE McLoughlin Bvd
Portland, OR 97267-4801

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

POLICY NO.	POLICY EFF DATE	POLICY EXP DATE	LIABILITY LIMITS
484562	07/01/1997	06/30/1998	(in thousands)

WORKERS' COMPENSATION

STATUTORY

\$100 (each accident)
\$100 (each employee)
\$500 (Disease, Policy)

OTHER COVERAGE AFFORDED:

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS: All Operations

CERTIFICATE HOLDER:

City of Milwaukie

AUTHORIZED REPRESENTATIVE:

Darryl Hill

Issue Date (09/03/97)

3

SINC CORPORATION DIVISION
GENERAL INQUIRY

PAGE 1
09/11/97 16:56

149609-59 (ABN) JUSTICE TOWING COMPANY

SIC 7840 AUTO SERVICES, EXCEPT REPAIRS
STATUS: ACTIVE
LAST ACTION: 02/12/1996 STRGHT REN

DOR 03/10/1978
FEE \$16.00

TRACE 02/27/1996

AUTHORIZED REP (07/20/1992)
JOHN P DAVENPORT
1000 SW BROADWAY #1400
PORTLAND OR 97205

PRINCIPAL OFFICE
15420 SE MCLOUGHLIN BLVD
MILWAUKIE OR 97267

REGISTRANT
J & M AUTO IMPORT REBUILDING, INC.

109785-18

READY FOR NEXT TRANSACTION.

74

Submit this application
Fee: \$10.00
+ 2.00 per added county
TOTAL: 10.00



SECRETARY OF STATE
Corporation Division
Business Registry
158 12th Street NE
Salem, OR 97310-0210
(503) 378-4166

THIS SPACE FOR OFFICE USE ONLY

FILED

JUL 20 1992

SECRETARY OF STATE

Registry Number:
149609-59

AMENDMENT TO THE ASSUMED BUSINESS NAME REGISTRATION

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK.

- 1. ASSUMED BUSINESS NAME: JUSTICE TOWING COMPANY
- 2. Principal place of business: 128 S. McLoughlin Blvd., Oregon City, OR 97045
Street address City State Zip code
- 3. Authorized representative (ONE ONLY): John P. Davenport Continuing New
1000 SW Broadway, Suite 1400, Portland, Oregon 97205
Street address or PO box City State Zip code
- 4. SIC code: 7540
- 5. Names of withdrawing registrants (attach a separate sheet if necessary):

6. Names and street addresses of continuing and new registrants (attach a separate sheet if necessary):

Name	<u>J&M Auto Import Rebuilding, Inc.</u>	Name	_____
Street	<u>16420 SE McLoughlin</u>	Street	_____
Address	<u>Milwaukie, Oregon 97267</u>	Address	_____

7. Counties:

- All counties - statewide
- | | | | |
|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Baker | <input type="checkbox"/> Douglas | <input type="checkbox"/> Lake | <input type="checkbox"/> Sherman |
| <input type="checkbox"/> Benton | <input type="checkbox"/> Gilliam | <input type="checkbox"/> Lane | <input type="checkbox"/> Tillamook |
| <input type="checkbox"/> Clackamas | <input type="checkbox"/> Grant | <input type="checkbox"/> Lincoln | <input type="checkbox"/> Umatilla |
| <input type="checkbox"/> Clatsop | <input type="checkbox"/> Harney | <input type="checkbox"/> Linn | <input type="checkbox"/> Union |
| <input type="checkbox"/> Columbia | <input type="checkbox"/> Hood River | <input type="checkbox"/> Malheur | <input type="checkbox"/> Wallowa |
| <input type="checkbox"/> Coos | <input type="checkbox"/> Jackson | <input type="checkbox"/> Marion | <input type="checkbox"/> Wasco |
| <input type="checkbox"/> Crook | <input type="checkbox"/> Jefferson | <input type="checkbox"/> Morrow | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Curry | <input type="checkbox"/> Josephine | <input type="checkbox"/> Multnomah | <input type="checkbox"/> Wheeler |
| <input type="checkbox"/> Deschutes | <input type="checkbox"/> Klamath | <input type="checkbox"/> Polk | <input type="checkbox"/> Yamhill |

8. Signature(s) of withdrawing registrants or authorized representative:

9. Signature(s) of continuing and new registrants (attach a separate sheet if necessary):

J&M AUTO IMPORT REBUILDING, INC.
By: _____

JAMES F. JUSTICE, President
10. Person to contact: JOHN P. DAVENPORT

Daytime phone number: (503) 227-1111

This is not a renewal of the registration.

ABN-3 (7/91)

07149201423 831.219

10.00

John P. Davenport

STATE OF OREGON
CORPORATION DIVISION
158 12TH ST. NE
SALEM, OREGON 97310

831.115
Fee: \$16.00
If changing counties
please see instructions
for fee.

Registry Number:
149609-59
Orig. File Date:
03/10/1978

ASSUMED BUSINESS NAME REGISTRATION
1992 APPLICATION FOR RENEWAL

DUE DATE: 03/10/1992

ASSUMED BUSINESS NAME: JUSTICE TOWING COMPANY

Please enter any changes in the blank space below:

1. Authorized Representative:
CATHY S JUSTICE

Mailing Address: 16420 SE MCLOUGHLIN
MILWAUKIE OR 97267

3. SIC CODE: 7540

2. Principal Place of Business: 128 S MCLOUGHLIN BLVD
(Full Street Address) OREGON CITY OR 97045

4. Registrant(s) (if more than four, attach separate page). Please update to include any changes. A street address is required for all registrants.

Name: J & M AUTO IMPORT REBUILDING, INC.

Name: _____

Street Address:
INC.

Street Address:

128 S MC COUGHLIN BLVD
OREGON CITY OR 97045

Name: _____

Name: _____

Street Address: _____

Street Address: _____

5. Counties:

- | | | | | | |
|-----------------------------------------------|------------------------------------|-------------------------------------|----------------------------------|-----------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Baker | <input type="checkbox"/> Crook | <input type="checkbox"/> Harney | <input type="checkbox"/> Lake | <input type="checkbox"/> Morrow | <input type="checkbox"/> Union |
| <input type="checkbox"/> Benton | <input type="checkbox"/> Curry | <input type="checkbox"/> Hood River | <input type="checkbox"/> Lane | <input checked="" type="checkbox"/> Multnomah | <input type="checkbox"/> Wallowa |
| <input checked="" type="checkbox"/> Clackamas | <input type="checkbox"/> Deschutes | <input type="checkbox"/> Jackson | <input type="checkbox"/> Lincoln | <input type="checkbox"/> Polk | <input type="checkbox"/> Wasco |
| <input type="checkbox"/> Clatsop | <input type="checkbox"/> Douglas | <input type="checkbox"/> Jefferson | <input type="checkbox"/> Linn | <input type="checkbox"/> Sherman | <input checked="" type="checkbox"/> Washington |
| <input type="checkbox"/> Columbia | <input type="checkbox"/> Gilliam | <input type="checkbox"/> Josephine | <input type="checkbox"/> Malheur | <input type="checkbox"/> Tillamook | <input type="checkbox"/> Wheeler |
| <input type="checkbox"/> Coos | <input type="checkbox"/> Grant | <input type="checkbox"/> Klamath | <input type="checkbox"/> Marion | <input type="checkbox"/> Umatilla | <input type="checkbox"/> Yamhill |

6. SIGNATURE(S) OF NEW REGISTRANT(S):

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

Cathy Justice

Person to contact regarding this renewal: _____

Meynell Henderson

Daytime Telephone Number: _____

503-654-7227

FAILURE TO SUBMIT THIS REPORT AND THE REQUIRED FEE ON OR BEFORE MARCH 10, 1992 WILL RESULT IN CANCELLATION OF THIS REGISTRATION WITHOUT FURTHER NOTICE.

03099202724 831.219 16.00

ABHREN-165000 10-87

PSP 3/11

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/03/1999

PRODUCER (503)656-2626 FAX (503)657-4487
Oregon Pioneer Insurance, Inc.
814 Main Street
P.O. Box 647
Milwaukie, OR 97045

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A North Pacific
- COMPANY B
- COMPANY C
- COMPANY D

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INSURED
J & M Auto-Import Rebuilding, Inc.
dba: Justice Towing Co.
16420 SE McLoughlin Blvd
Milwaukie, OR 97267

Ext:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ 1,000,000
A	X ANY AUTO	C20107714	06/01/1997	06/01/1998	OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$ 1,000,000
					AGGREGATE \$ 3,000,000
	EXCESS LIABILITY				EACH OCCURRENCE \$ 1,000,000
A	X UMBRELLA FORM	ECL11089	06/01/1997	06/01/1998	AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	INCL EXCL			EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				
A	Garagekeepers	C20107714	06/01/1997	06/01/1998	\$500,000 Limit \$100 Deductible Comp. \$500 Deductible Collision

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Inland Marine Cargo Insurance: \$50,000 Limit per vehicle; \$250 Deductible
See attached CS645 Additional Insured Endorsement.

CERTIFICATE HOLDER

City Recorder
City of Milwaukie
10722 SE Main Street
Milwaukie, OR 97222

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Devin P. Petherwood



COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Name of Person or Organization: CITY OF MILWAUKIE

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule as an Insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

NORTH PACIFIC INSURANCE COMPANY
OREGON AUTOMOBILE INSURANCE COMPANY

CS 645 (7-88)

07/15/97

City of Milwaukie
Resonse to Request for Qualifications
Towing Service

Response to question 9 - page 13

Justice Towing Dress Code and Code of Conduct for Employees

Individuals hired by Justice Towing to perform duties related to the towing of vehicles will adhere to the following dress code:

- Individuals shall be neatly groomed and dressed in uniforms issued by Justice Towing. The uniform consists of long gray slacks, a long or short sleeve shirt bearing the Justice Towing emblem and individuals name.

Customer Service Procedures for Tow Driver

- Tow drivers shall strive to provide quality service to all Justice Towing customers.

Upon notification of a request for towing services, Justice Towing employees shall respond to the location within twenty (20) minutes.

- Upon arrival at the requested location, tow driver will notify disatcher.
- Tow driver will use the utmost care and consideration in attaching or loading the vehicle for tow.
- Tow driver must agree if hazardous chemicals or oil spill is a concern to notify the manager
- Tow driver will ascertain owner's desire of tow location and/or storage yard. If information is unavailable or no preference given, vehicle will be taken to Justice Towing storage unit located at 16420 SE McLoughlin Blvd, Milwaukie, Oregon.
- Tow driver will notify dispatch of destiation and estimated time of arrival.
- Upon arrival at destination tow driver will unload/detach vehicle with utmost care.
- Tow driver on after-hour pick ups will verify police release status rior to release of vehicle.

- Tow driver will accept payment (cash, check or visa/mastercard) and complete necessary paperwork.
- In the event a towing client becomes agitated, it is the responsibility of the driver to defuse the confrontation; state policies clearly and offer alternatives.

Customer Service Procedure for Dispatchers

- Dispatchers shall strive to provide quality service to all Justice Towing customers.
- Dispatchers will answer each request for towing service in an efficient manner.
- Dispatchers will inquire to the customer name, address, and phone number.
- Dispatcher will identify location of vehicle pickup and desired location for vehicle disposal.
- Dispatcher will inquire if trucks are involved, what the size, number of axles and the condition of the trucks cargo: ie... lumber spread all over traffic lanes or hazardous chemicals involved and what the condition of those chemicals.
- Dispatcher will record vehicle information, such as make, model, year, and owner information.
- Dispatcher will make any necessary follow up phone calls to customer.

Customer Service Procedure for Office Personnel

- Office personnel will strive to provide quality service to all Justice Towing customers.
- Office personnel will process all necessary documents such as tow invoices, payables and receivables, vehicle maintenance records, payroll records, filing of any necessary lien documents, or correspondence.
- Customer files will be properly documented and kept in neat orderly fashion.
- Office personnel will greet each phone and personal inquiry in a professional and courteous fashion.

PROFESSIONAL DISPATCH SERVICES
P.O. BOX 1087
SHERWOOD, OREGON 97140

Professional Dispatch Services is a unique, one of a kind emergency call center.

Professional Dispatch is dedicated to the towing and recovery industry. My dispatchers and I combine for over 65 years of dispatch experience. We are extremely proud of our customer service and the ability to handle the customer in an appropriate manner in a high stress situation. It is this ability to handle customers in a professional and courteous manner that ties us so closely with Justice Towing. Their team approach to the delivery of emergency assistance makes for a good match with my company. Jim Justice and I see eye to eye on many different levels as it relates to the professional standards necessary to own and operate a successful business.

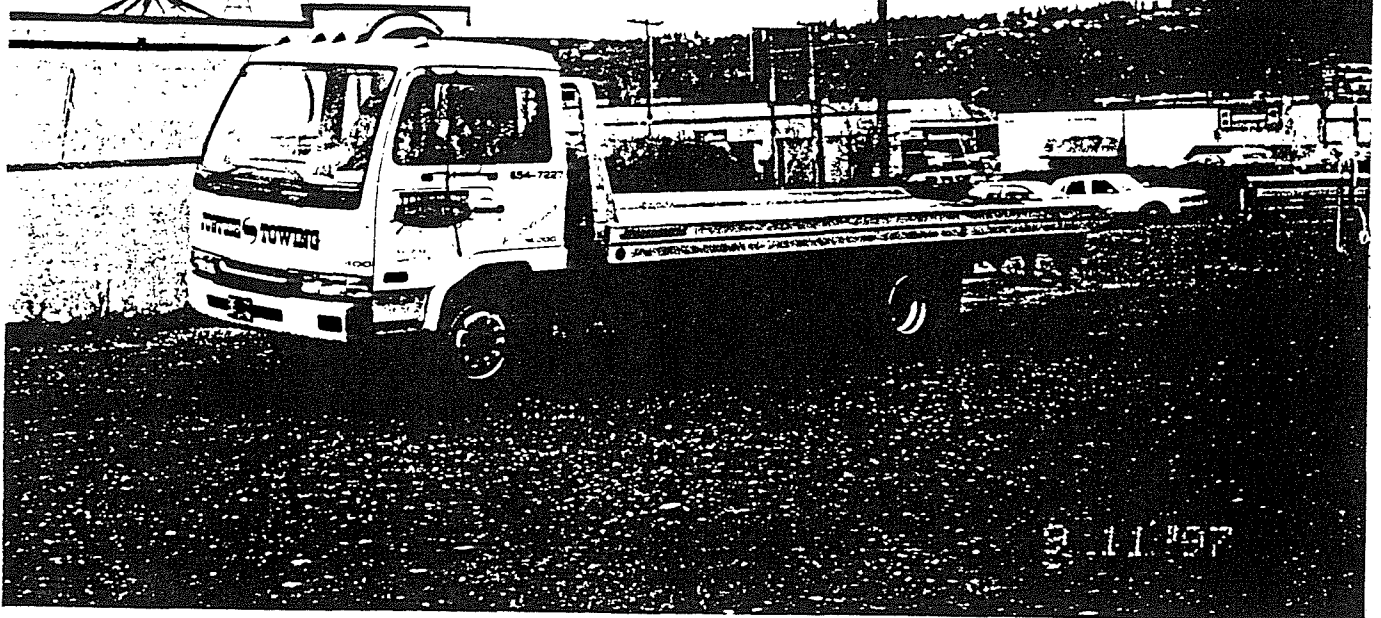
Professional Dispatch is the dispatch point for Clackamas, Deschutes, Klamath, and Yamhill Counties. We are also the dispatch point for the cities of Molalla, Canby and Troutdale.

We have just installed a three station Computer aided dispatch computer system that is a one of a kind system capable of extensive record keeping which greatly assists customers when they want to retrieve their vehicles.

As you are considering the tow company to use, please keep in mind the level of customer service, service and ability that their after hours communications centers offer. Professional dispatch stands alone in the field of emergency tow dispatch. I welcome any and all questions regarding my service.

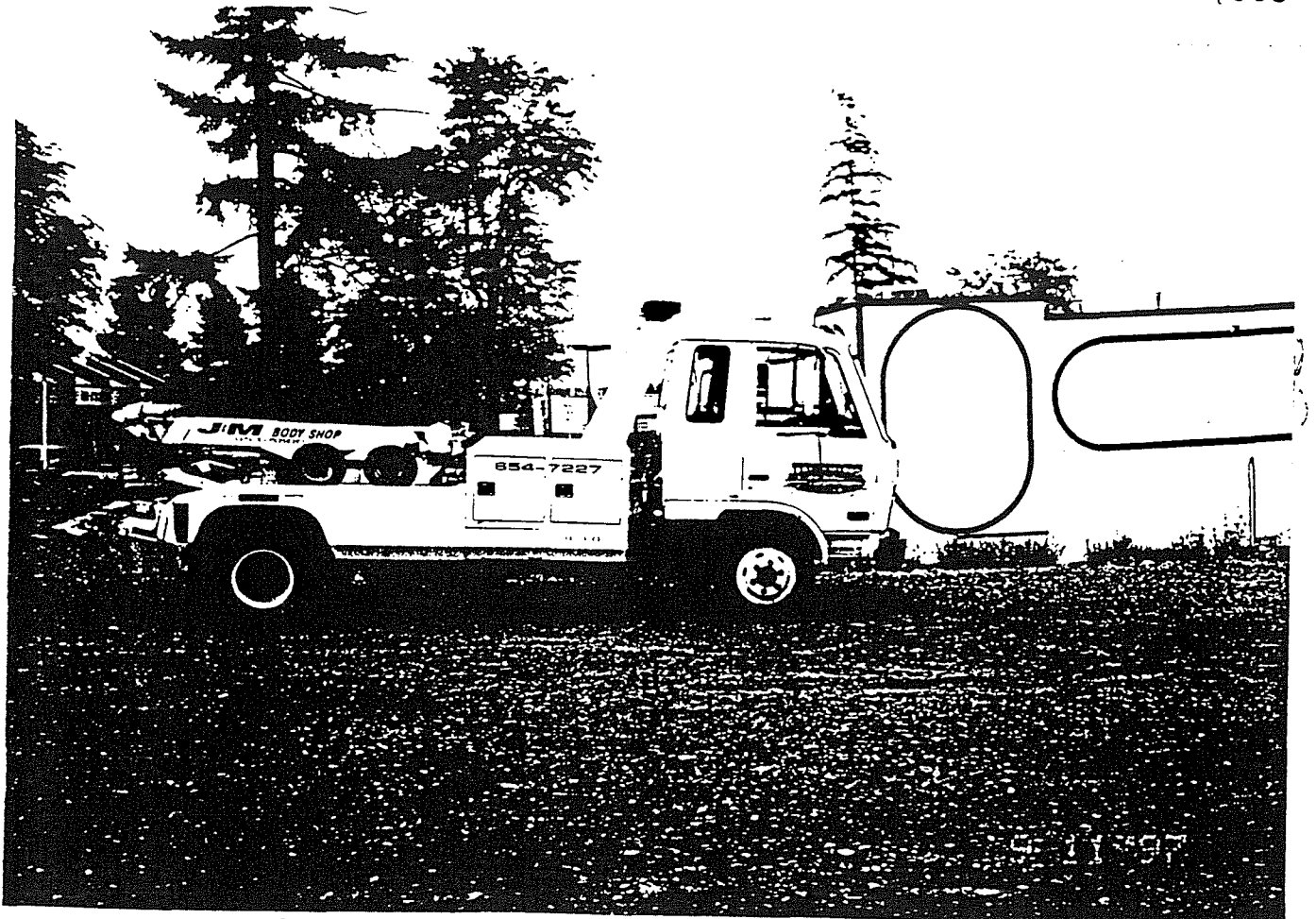
Signed,

David H. Emmons, owner
Professional Dispatch Services



1996 UD

GVWR 23,000



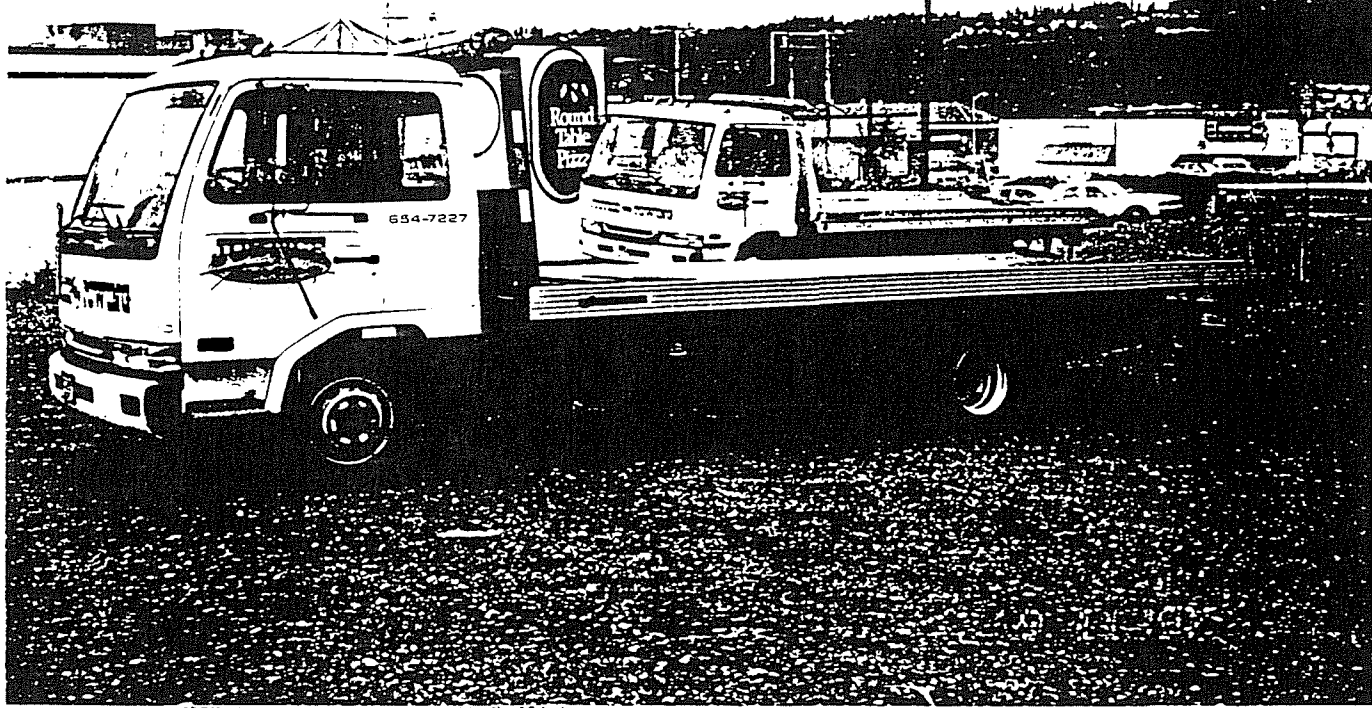
1994 UD RECOVERY

GVWR 17,995



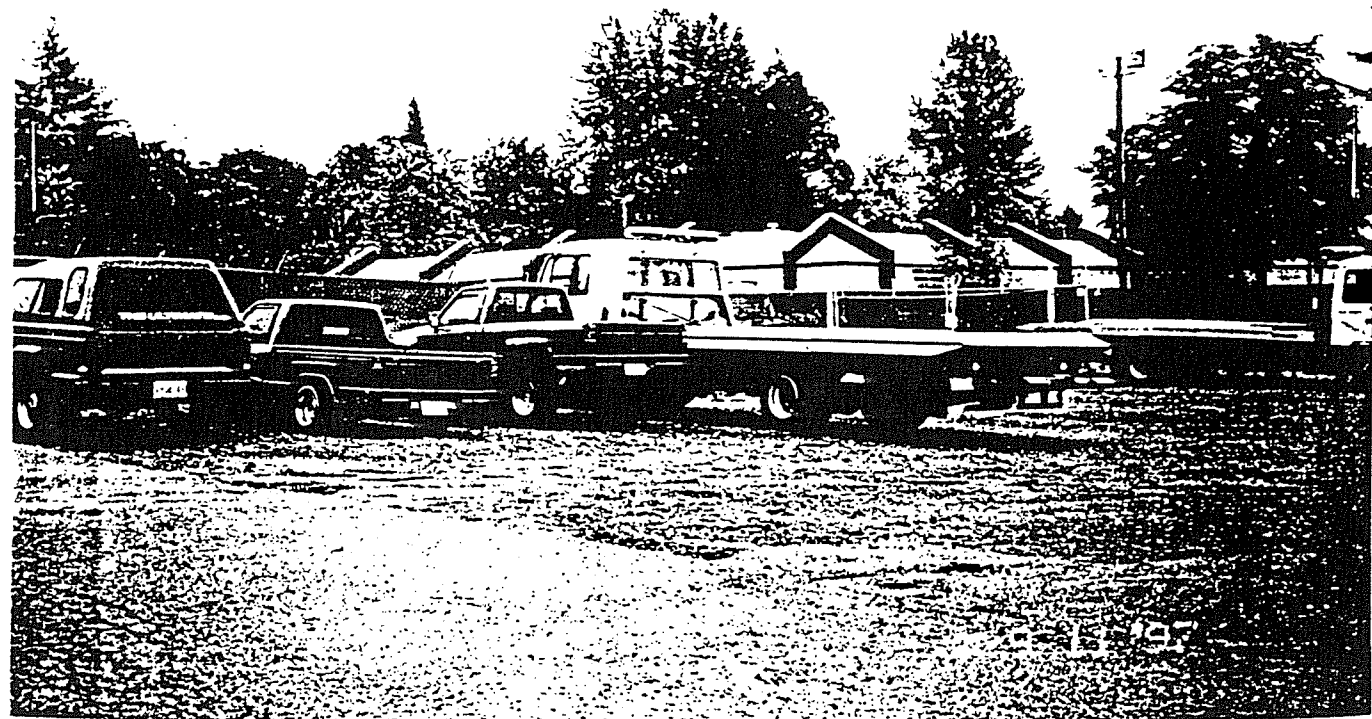
TOW OFFICE AND FACILITY





96 UD

GVWR 17,995



TRISTICE TOWING STORAGE LOT

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CLACKAMAS COUNTY SHERIFF'S DEPARTMENT

2223 S. Kaen Road, Oregon City, Oregon 97045-4080

(503) 655-8218

Office of
RIS BRADSHAW, SHERIFF
CLACKAMAS COUNTY

PAT DETLOFF
Chief Deputy

R.W. BAKER
First Sergeant

DATE: Sept. 9, 1997.

TO: To Whom It May Concern.

FROM: Deputy Ed. Claridge.

SUBJECT: Letter of Recommendation.

This letter is to inform you that **JUSTICE TOWING** has been towing vehicles for Clackamas County Sheriff's Department for more than ten years. In that length of time **JUSTICE TOWING** has been doing an excellent job. They have been on time, removed any vehicle quickly and safely, without damages to the vehicle. The drivers are courteous and helpful to the public.

JUSTICE TOWING has always handled business in a professional manner.

Respectfully Submitted:

Deputy Ed. Claridge
Towing Coordinator



October 10, 1997

To: Mayor Lomnicki and City Council

Through: Dan R. Bartlett
City Manager

Jim Brink *R.B. for JEB*
Public Works Director

From: Robert Shelton *RCS 10/10/97*
Civil Engineer - Intern

Subject: Milwaukie Ordinance to Grant the City Manager the Authority to Prohibit Through Trucks on Certain Streets.

Purpose: To present an Ordinance for City Council consideration that will:
1) Correct the definition of "Truck" in the City Ordinance.
2) Grant the City Manager the authority to post "No Through Trucks" signs on certain streets.

Recommendations: Consideration and approval of the attached Ordinance.

Background: At the September 2nd, 1997 City Council meeting, Council asked staff to prepare an Ordinance that would grant the City Manager the authority to approve the placement of "No Through Trucks" signs in accordance with the July 1997 TSP.

Discussion:

- 1) The intent of installing "No Through Trucks" signs is to prohibit trucks from using residential (non truck route) streets. The term "Truck" is already defined in Sec. 10.04.440 as a vehicle *"whose body weight or whose combined body and load weight exceeds six-thousand pounds."*
- 2) Section 10.04.440 of the Milwaukie City Ordinance that defines the term "Truck" has a minor, but obvious error. Part of this section states that a truck may be defined as *"any vehicle seventy-two feet or more in width..."* The proposed Ordinance corrects this phrase by substituting the word *"inches"* in place of *"feet"*.

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

- 3) Section 10.32.010 provides for the restriction of truck traffic on specified streets based on weight and number of axles. Section 10.08.010 A.4 also restricts truck traffic on a specified street based on a specified weight. For example, a section of 37th Avenue is weight limited to 10 tons G.V.W. The intent of these ordinances is to protect streets that do not have the structure to carry repeated heavy loads.
- 4) Subsection B of Section 10.08.020 lists each class of traffic controls which the City Manager has the authority to establish, maintain, remove or alter. The proposed Ordinance adds, "*signs which prohibit trucks from using a specified street,*" to this list.
- 5) The proposed Ordinance does not alter the authority of City Council to establish truck routes, and by the inverse, those routes that are restricted to trucks. The intent of the City Council in establishing Truck Routes is included in the July 1997 Transportation System Plan. Staff will continue to use this document as a guideline to designate which streets should be restricted to through trucks.
- 6) Granting the City Manager this authority places "No Through Trucks" signs in the same category as any other traffic control device, making their placement and maintenance more efficient, without requiring the time and effort of City Council each time a sign must be installed or removed.

Fiscal Impact: None at this time.

**CITY OF MILWAUKIE
ORDINANCE NO. _____**

AN ORDINANCE AMENDING THE MIWAUKIE MUNICIPAL CODE SECTIONS 10.04.440 AND 10.08.020 IN ORDER TO CORRECT THE DEFINITION OF THE TERM "TRUCK" AND TO GRANT THE CITY MANAGER POWER TO RESTRICT THROUGH TRUCK TRAFFIC ON CERTAIN STREETS.

WHEREAS Section 10.04.440 of the Milwaukie Municipal Code which defines the term "Truck" is in error.

WHEREAS the City Council retains the power to designate truck routes, and by the inverse, to designate routes where through truck traffic can be regulated.

WHEREAS City Council has duly designated which streets are to be used as truck routes by the adoption of the July 1997 Transportation System Plan, which also provides direction to city staff in designating which city streets should be restricted to through truck traffic.

THE CITY OF MILWAUKIE DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 10.04.440 of the Milwaukie Municipal Code is amended to read as follows:

10.04.440 Truck.

 "Truck," as used in this chapter, means and applies to any vehicle licensed as a motor-truck, or any vehicle seventy-two **inches** or more in width, or any vehicle, including but not limited to a motor truck trailer, designed or operated for the transportation of property, or any piece of movable equipment operable on city streets, and whose body weight or whose combined body and load weight exceeds six thousand pounds. "Truck" shall not, for the purpose of this chapter, be applied to automobile passenger vehicles nor to that form of truck commonly referred to as a "pick-up," nor to those vehicles commonly referred to as recreation vehicles.(Ord. 1361 §1 (part), 1977)

SECTION 2: Subsection B of Section 10.08.020 is amended by the addition of Part 10, which is to read as follows:

- 10. Signs which prohibit trucks from using a specified street in accordance with the current Transportation System Plan.

READ for the first time at the regular meeting of the City Council, City of Milwaukie, Oregon, on the 21st day of October, 1997.

READ for the second time and passed by the City Council, City of Milwaukie, Oregon at the regular meeting on the 21st day of October, 1997.

Mayor

ATTEST:

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

City Recorder

City Attorney

North Clackamas Parks and Recreation District
Advisory Board Minutes
Meeting # 75, September 11, 1997

Board Members Present:

Eleanor Johnson (Milwaukie Center Alternate)
Daisa Lawson
Tom Peterson (Sunnyside Alternate)
Elton Storment
Don Trotter, Chair

Board Members Absent:

Bill Brod
Jim Ellis
Sarah Eraker
Champ Husted
Mitch Wall

Staff Present:

Diane Campbell
Thom Kaffun
Don Robertson
June Southworth
Joan Young

Guests:

Mr. & Mrs. Frank Jangula
Gary Cook, DTD

Minutes

I. Call to Order/Set Agenda:

The meeting was called to order at 7:09 in the Salal Room of the Milwaukie Center by Chairman Don Trotter. Due to the fact that there were visitors present, Trotter suggested that the agenda be taken out of order and the minutes of the August 28, 1997 Executive Session meeting be pulled from the agenda and held for Executive Session.

2. Approval of Minutes:

Lynn Sharp moved to approve the minutes of the July 16, 1997 meeting, the July 16, 1997 Executive Session, the July 28, 1997 meeting, the July 28, 1997 Executive Session and the August 14, 1997 meeting. Elton

Storment seconded the motion. Approved.

3. Speakers from the Floor:

Chairman Trotter invited Mr. & Mrs. Jangula to speak. Mr. Jangula wanted to discuss the development of Bunnell Park. He questioned why so much money was spent on Bunnell Park if more money is needed for parks in general. Mr. Jangula felt that there wasn't enough usage of Bunnell Park to warrant spending money on it for improvements.

Trotter responded that the District has a Master Plan that designates where parks are to be developed. Don Robertson added that the CIP program is developed annually with the help of Neighborhood Parks Advisory Boards. He asked Thom Kaffun to provide an overview of Bunnell Park.

Kaffun noted that neighborhood meetings were held to gather information for the design of Bunnell Park. The neighbors asked for fences on both sides of the street to prevent cars from entering and requested that the park be graded and seeded.

Trotter thanked Mr. & Mrs. Jangula for their interest in the Park District and suggested that they watch for notices of future Neighborhood Parks Advisory Board meetings in their area.

4. District Park Update:

Don Robertson introduced Gary Cook of DTD. Cook provided an overview of the history of the District Park property and updated the Board on work currently being done at the site.

Lynn Sharp asked what implications the delay in construction may have for the potential of stream bank and sheet erosion in that section of the creek. Gary Cook answered none. He added that the temporary channel has been capped and would be graded back in. The contractor has cleared the area for the berm. Cook passed around pictures of the area and described the cleanup that had occurred at the site.

Cook noted that there has been a change on the southwest corner of the site as a result of steelhead that were endangered. The original ten

acres has been revised down to two acres. What had been originally approved will have to be re-permitted.

Lynn Sharp asked if this information had been shared with the Park District, Cook said no, only the results had been shared. He added that he would be happy to provide the Park District with as much information as he has.

Sharp asked Cook to recap what permits had been approved or renewed. Cook said that the County has been permitted for Phase I.

Tom Peterson asked if the project has been delayed as a result of the cleanup. Cook discussed some things that could be done to get the District Park in position to get trails and other amenities going.

Lynn Sharp asked if there is a liability issue for access prior to getting the storm water project done. Cook answered that it is not prudent to have anyone there during construction. It will take one year to complete construction. Shortly afterwards, access would be allowed.

Tom Peterson asked if we have to complete the Phase I before we can get in there for construction of Phase II. Cook answered yes, and asked Don Robertson to provide more information.

Robertson explained that we can go in and build and have the channels come in later.

Peterson asked when Phase II would be completed. Robertson said it would be a considerable amount of time, depending on the remediation.

Gary Cook explained that the state decided to use natural remediation to clean the water. It may take ten years of longer.

Chairman Trotter added that he is pleased to hear we may get some benefits for a trail system from this project.

Cook replied that this is an opportune time to take a look at this.

Lynn Sharp asked if Board members could come down to the District Park and look around. It was decided that anyone interested should call the District Office and arrange to visit the site.

5. Heddie Notz Park/Floyd Stewart Right-of-Way:

Don Robertson provided an overview of the agreement for and easement between Heddie Notz and Floyd Stewart. Thom Kaffun passed around copies of a map showing the properties. He explained that Mr. Stewart had been trying to obtain a permanent right-of way for access to his property. Kaffun pointed out a piece of property that Mr. Stewart would like to purchase, noting that the District has already installed a split rail fence, lawn and irrigation equipment around the easement. If the District decides to move the fence and extend the irrigation system, it would cost \$3,000 - \$5,000.

Kaffun explained the procedure if the District decides to sell the parcel in question. Staff is asking for direction on whether to sell this piece of land or maintain an easement. Discussion was held regarding the possible future development of the plot in question and whether it could be developed.

Don Trotter suggested that this park site has already been master planned, we should sell it and use the money elsewhere. Consensus was given to proceed with selling the property.

6. Norma Road Property:

Thom Kaffun passed around copies of a map of the Norma Road property and explained possibilities for its development. Kaffun added that he feels the money set aside for this property should be used elsewhere.

Daisa Lawson commented that in 1991, this property was identified as a top priority. This was seen as a partnership with the School District. We were aware of the wetlands, but we didn't have any idea of the scope.

Kaffun suggested that we take this issue back before the Oatfield NPAB and advise them of the wetlands issue. Lynn Sharp suggested that staff look into a Greenspaces Restoration Grant that the neighborhood could do. *Consensus was to pull out of the project and let the School District decide what they would like to do with it. Construction will be deferred on this project.*

7. Board Members' Comments/Neighborhood Updates:

Lynn Sharp asked Thom Kaffun to provide an update on the Mt. Scott Creek restoration project. Kaffun informed the Board that we are getting ready for this project. We will be cutting back eroded and undercut bank and will re-vegetate and stabilize it. Kaffun noted there are piles of logs located by the Milwaukie Center and North Clackamas Park. Some will be used for firewood and some will be used for the restoration project. The maintenance staff has volunteered to assist with the project.

Kaffun informed the Board of an upcoming meeting with Lynn Wilson of Metro Greenspaces on October 21 in the Salal Room of Milwaukie Center (10:00 a.m. - 12:30 p.m.). The main subject of this meeting will be the Metro Habitat Restoration Grant.

Lawson wanted to remind everyone that the Rose Garden Annual Event is scheduled for September 26. A major part of the project is done except for planting the roses. The grass is growing is starting to grow.

8. Director's Comments:

Robertson stated that over the past year we have discussed the need to increase System Development Charges. One of the commissioners is not interested in increasing SDCs at this time. One commissioner is in favor of increasing the fees, but at a lesser amount than staff anticipated. Staff will keep the Board informed.

Robertson discussed several high profile programs that were held over the summer. Information was passed around giving details of such programs and Family Concerts in the Park and Skate Daze.

An e-mail issued by Kandi Ho regarding passes to North Clackamas Aquatic Park was given out. Robertson stated that staff recommends we continue this program.

9. Adjournment:

The meeting adjourned at 8:44 p.m.

DRAFT

CITY OF MILWAUKIE
PLANNING COMMISSION MINUTES
TUESDAY, SEPTEMBER 23, 1997

COMMISSIONERS PRESENT

Pat Lent
Terry LaRocque
Tim Havel
Michael Smith
Charles Stoudt

STAFF PRESENT

Dan Pava,
Senior Planner
Stacy Lawson,
Assistant Planner
Shirley Richardson,
Hearings Reporter

COMMISSIONERS ABSENT

Bryan Cosgrove

1.0 CALL TO ORDER

The meeting was called to order at 6:45 p.m.

2.0 PROCEDURAL QUESTIONS -- None.

3.0 INFORMATION ITEMS

4.0 PLANNING COMMISSION MINUTES -- September 9, 1997

Terry LaRocque moved to approve the minutes of September 9, 1997, as corrected. **Charles Stoudt** seconded. MOTION CARRIED 3-0. Pat Lent and Mike Smith were not at that meeting.

Discussion followed on a motion that was made by Terry LaRocque on the findings for denial of SP-97-01, Clackamas Christian Center Sign Permit Application. There was a question as to whether a Commissioner could vote on an issue when he was not at the meeting of that hearing. **Terry LaRocque** noted that he had read the minutes and all the pertinent information on this hearing and felt he was eligible to vote.

Tim Havel moved to amend the corrections to the minutes to show that the motion for findings for denial of SP-97-01 CARRIED 3-1. Terry LaRocque voted in opposition. **Charles Stoudt** seconded. MOTION CARRIED 4-0. Mike Smith was not at that meeting.



CITY OF BEAVERTON WAUKIE PLANNING COMMISSION

Minutes of September 23, 1997

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Staff was asked to find out whether Terry LaRocque could be counted as a voter on this issue since he was not at the meeting.

5.0 PUBLIC COMMENTS -- None.

6.0 PUBLIC HEARINGS -- None

7.0 WORKSESSIONS

7.1 Regional Center Implementation Phase I (CPA-97-03/ZA-97-03/ZC-97-03)

Vice-Chair Lent opened discussion on the Regional Center Implementation Plans. **Dan Pava** reviewed Phase I of the Comprehensive Plan text and map amendments proposed as part of implementation of the Regional Center Master Plan.

The Regional Center Master Plan document is in the process of revision to incorporate comments made by the Regional Center Steering Committee. A final draft is scheduled for Planning Commission review on October 14, 1997. City Council consideration of the Planning Commission's recommendation is scheduled for November 4, 1997.

Text and map amendments and zoning changes being reviewed this evening will be used as tools to implement the adopted Regional Center Master Plan. The proposed changes for the Regional Center Master Plan will be reviewed by the Planning Commission on October 28, 1997, and reviewed by City Council on December 2, 1997.

The Comprehensive Plan amendments proposed are solely to Chapter 4 (Land Use). Only minimal changes are being made at this time because in 1998, under Periodic Review, the Comprehensive Plan will be revised and updated in its entirety. Right now, the intent is to make sure the essential pieces of the Plan are in place and support adoption of the Regional Center Master Plan as an ancillary document.

Dan Pava then reviewed with the Commissioners the proposed changes as outlined in information from their packets. Chapter 4 of the Comprehensive Plan predates the 2040 planning effort.

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- Language change in Objective #2 to include "and foster implementation of the Regional Center Master Plan."
- Adding a suggested density of 25-50 units per acre in areas that are proposed to be designated as Regional Center land use.
- A definition for "townhouse" has been added because there was a need for a definition of this type of housing type as one of the alternatives. It will be used as one of the tools to increase density in the designated Regional Center land use area.

Charles Stoudt asked for the definition of "fee-simple lot." **Dan Pava** explained that this was a lot that could be purchased and a title obtained showing purchase.

Pat Lent suggested that these definitions be added to the definitions of the Zoning Ordinance which are used for the amendments to the Regional Center Master Plan.

Terry LaRocque asked about the term "contained parking" in Policy 3(f). **Stacy Lawson** stated that the intent was for on-site parking. At Periodic Review, Staff will review the Comprehensive Plan language in detail for clarity.

- **Dan Pava** related that Policy 7 (a.-f.) is the most important policy text addition to implement the Regional Center Master Plan. It provides a framework for the Regional Center. It addresses land use map designation, mixed use (residential/office/commercial), R-O-C Zone, multimodal transportation options, parking requirements and shared parking, and diverse range of higher-density housing.

Pat Lent noted that the philosophy on off-street parking has changed dramatically. The Comprehensive Plan discouraged on-street parking in the downtown.

Tim Havel asked if parking ratios had been designated for the Regional Center land use area? **Dan Pava** stated that Section 500 was adopted as revised with the TPR Standards. This is subject to Title 2, Parking in the Metro Functional Plan, which will set parking maximums. The current

CITY OF MILWAUKIE PLANNING COMMISSION

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parking ratio is: 1/300 sq.ft. for office space and 1/250 sq.ft. for retail space. Shared parking is encouraged, off-street surface parking lots are discouraged.

- (e) **Terry LaRocque** requested that the proposed Policy 7e read, "...on-street parking, shared parking, and enclosed-parking are the most appropriate..." instead of parking structures.

Staff was asked to define affordable housing as used in Policy 7f before using it as part of the language.

- Language in Policy 5 (Objective #5 - Housing Choice) was changed to include Regional Center lands..."
- References to the Regional Center were inserted into the Economic Base Element of Chapter 4. Reference is also made to the Hovee Report, which was accepted as adequate documentation for the Regional Center.

Terry LaRocque suggested that in Policy 1, (Objective #5 - Housing Choice) to be consistent, infill housing techniques should be subject to design review.

- References were added in Objective #1 (Objective #5 - Housing Choice) to the Hovee Report; and a new Policy 10 was included.
- **Dan Pava** noted that the term "regional center" currently used in the Comprehensive Plan under the Commercial Land Use Objective refers to shopping centers; therefore language qualifying this has been added, and now the term "Regional Shopping Center" has replaced "Regional Centers" throughout the Comprehensive Plan since "Regional Center" now has a specific connotation. Revisions have been made to delete the entire notion of a "Downtown Office Center" and replace it with "Regional Center Area." Policy #1 (Objective #7 - Commercial Land Use) has been revised to refer to Clackamas Town Center as the primary regional commercial shopping center."
- A new Policy 6, under Commercial Land Use Objective #8, was added that states, "The Regional Center Master Plan design guidelines shall apply to major renovations undertaken within the C-CS district." **Dan Pava** stated that the C-CS district is the Milwaukie MarketPlace, which is within the Regional Center Master Plan boundaries.

- Objective #12 addresses the changing of the "Downtown Office Center" in the Comprehensive Plan to the "Regional Center." These changes will delete obsolete references and setting up new policy framework for the Regional Center Master Plan.

- City Council is currently looking at design options for McLoughlin Boulevard. Policy 6 (Objective #13 - McLoughlin Boulevard) has been updated to recognize that the Regional Center Master Plan and the Riverfront Concept Plan recommendations will be incorporated into the redesign of McLoughlin Boulevard. Since the Willamette Greenway is an overlay as part of the Regional Center area, it too is mentioned in these changes. Policy 2, Objective #3 (Willamette Greenway) is also being revised to reference the Riverfront Concept Plan and the Regional Center Master Plan.

Stacy Lawson then reviewed Section the 318, the proposed Mixed Use Overlay Zone. She stated that the purpose of the amendments at this point, is to have an interim way to deal with development while finalizing the 10-year design review plan. The intent is to provide more information that is consistent with the Regional Center Master Plan. This Regional Center Land Use designation and a combination of a Mixed Use Overlay Zone will be applied to the Zoning Map.

The focus is on uses that are appropriate for the Regional Center. The intent is to exempt from review changes of use without exterior alterations, sale of property, as well as normal maintenance and repair for legal existing structures.

If new applications are for more than a change of use, it could be evaluated for a minor development review. The criteria for approval is that the application is in compliance with Milwaukie's Comprehensive Plan, the Regional Center Master Plan, the guidelines and requirements of the MU Overlay Zone, complies with any requirements of the underlying zone which have not been superseded by the provisions of the Mixed Use Overlay Zone, and complies with Sections 400, 500, and 1400 of the Zoning Ordinance.

A Minor Development Review may be approved by the Community Development Director. Larger structures, which involve new structures, parking lots, CC&R's, etc. within the Mixed Use Overlay Zone, would require a pre-application conference, review development standards with Staff, and minor quasi-judicial review before the Planning Commission. Application materials required are outlined on Page 4.

Terry LaRocque stated that he would like to see daycare as a primary use. Also there should be a differential between professional offices as opposed to a contractor's office or medical offices. **Pat Lent** suggested that personal services be flexible to include computer repair, office equipment, office services, electronic repairs, theaters, etc.

Pat Lent asked if limiting the number of curb cuts is necessary for this Zone? **Stacy Lawson** stated that Staff would have to review curb cuts as they relate to drive ins.

Stacy Lawson reported that most of the development standards are direct language out of the Regional Center Master Plan. Other features that would be useful would be the daycare (as mentioned before), affordable housing, etc.

Pat Lent asked if drinking fountains could be a development standard. **Stacy Lawson** stated that she would check with Public Works to see if this standard is feasible. Discussion followed on composting, recycling, community gardens, and solid waste receptacles being incorporated in multi-family construction.

Stacy Lawson reported that specific subareas and sites have been designated. The intent was to go through the Regional Center Master Plan and identify the requirements that were specific to identified sites or groups of sites. Specific sites in Section 318.10 address general requirements for subareas 1, 2, 4, and 5. When full design review is done, neighborhood aspects will be included.

Pat Lent asked about view corridors in the Regional Center area. **Stacy Lawson** stated that this language comes from the Regional Center Master Plan and that the view should be kept open towards the river. Corridors are not addressed.

Stacy Lawson noted that one of the 10 essentials could be additional setbacks at the street corridor for the second-story construction could be used for a corridor effect. Another suggestion was to assure that commercial/office is permitted on second or third floors when retail is on the ground floor, within commercial corridors in the town center such as Harrison Street. Also, if there is a historic site, provide some sort of historic reference, "historic structure" to give identity and incentive. There was a suggestion to change #19 to say historic structure which then gives a density transfer or some type of bonus. This will discourage demolition of important structures.

Stacy Lawson reported that in order to have consistency with underlying zones, Staff identified zones that had a mixed use overlay zone above it. One of the changes proposed is that the M-Zone (Manufacturing), currently located on the "Pendleton site" and extending to the Murphy site does not mesh with the mixed use idea. In order to implement the Regional Center Master Plan, Staff is proposing a interim change to the ROC district (Residential/Office/Commercial). This will give a chance to redevelop these sites with more flexibility.

Terry LaRocque noted that there are no references to floor/area ratios. **Stacy Lawson** stated that floor/area ratios are not included in this interim mixed use overlay zone. Goals have not been developed for floor/areas. This will be addressed in the formal design review process.

It was suggested that the working document land-use maps use standard planning colors. Also, it was asked that there be a distinction between the kinds of public lands (parking structures, building, parks, etc.) **Dan Pava** stated that Staff will review how best to delineate different public lands uses, and report back to the Commission. He stated that it would likely require changes at the text level.

Intensity was discussed as it relates to change in uses. It was determined that under the proposed Section 318, a change in use with no change in intensity and no exterior change would be exempt.

Because there are a number of existing uses on the site that are not necessarily in compliance with the new regulations, they will all be identified as pre-existing legal non-conforming uses.

Dan Pava asked if the Planning Commission had further comments about the overall proposals for amending Chapter 4 of the Comprehensive Plan and the Zoning Ordinance. It was the consensus of the Planning Commission that they were in support of the proposed amendments with the concerns mentioned tonight. The focus on these proposed amendments should be clarity and understandability. It was noted that the Visioning process should always be kept in mind when making these amendment changes.

7.0 DISCUSSION ITEMS

Terry LaRocque voiced concern about the safety factor of leaving the Public Safety Building out of the driveway onto Monroe Street. He asked if Staff would check into the legality of the site distance with the wall that is on the left as you

CITY OF MILWAUKIE PLANNING COMMISSION

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leave the driveway. It blocks the view of on-coming traffic and he has had several near misses leaving the building. **Dan Pava** stated that he would check into the situation and report back to the Commission.

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 -- None.

10.0 Next Meeting -- October 14, 1997

Tim Havel moved to adjourn the meeting of September 23, 1997. **Terry LaRocque** seconded. MOTION PASSED UNANIMOUSLY. The meeting adjourned at 8:50 p.m.

Pat Lent, Vice-Chair

Shirley Richardson, Hearings Reporter

Minutes

Park & Recreation Board (PARB)

09/8/97

7:00 PM to 9:00 PM

City Hall, Second Floor Conference Room

Type of meeting:

Regular

Attendees:

Tracy Cook, Jeff Marshall, Dave Murray, Sandy Peckover

Guest:

Maggie Collins, Community Development Director

Resource Persons:

Charlene Richards, City of Milwaukie, and Thom Kaffun, NCPRD

Please read & bring:

Minutes from 7/7/97 meeting and Parks & Recreation July 1997 articles (skateparks & in-line skates)

Agenda Topics

Meeting Called to Order at 7:05 PM by Jeff Marshall

Minutes from last meeting

Discussion: Change Scott "Parker" to "Archer"

Conclusions: Moved by Dave Murray and second by Sandy Peckover to accept the minutes with the one correction. Approved unanimously.

Action items:

Person responsible:

Deadline:

Revise Minutes and send to City Council

Charlene Richards

9/30/97

Open Period

Discussion: Patricia Chard, 12115 SE 22nd Avenue, representing the Island Station Neighborhood Association, requested that a master plan and pocket park be completed at the entrance to Spring Park. Thom Kaffun, NCPRD, suggested the group develop a needs statement for the play equipment and what other amenities they wanted in the park. Thom stated the the Elk Rock Island Management Plan describes what needs to be in the park

Conclusions: Island Station will present a needs statement and description of the pocket park amenities to the PARB for consideration for 98/99 work plan.

Action items:

Person responsible:

Deadline:

Develop and send a proposal outline for Island Station

Thom Kaffun

9/15/97

Special Reports: Multi-Use Path Project, Maggie Collins

Discussion: Maggie presented the bike/multi-use path for the area from 17th Avenue to the Jefferson Boat Ramp, portions of which are on the Portland traction line. Funding for the project came from the City and the Oregon Department of Transportation, ODOT using aCMAQ grant. The Portland Parks Bureau completed the preliminary engineering design for the multi-use path. Completion of the project is expected before next summer. Final construction plans were approved by ODOT.

Thom Kaffun noted that the NCPRD is working to acquire portions of the Portland traction line to connect up to Jefferson Boat ramp.

Conclusions: The PARB will help on a possible groundbreaking opening celebration for the multi-use path.

Action items:

Person responsible:

Deadline:

Maggie will inform Charlene of when groundbreaking and opening might occur

Maggie Collins

NCPRD Update - Water Tower Park & Skateboard Park Updates, Thom Kaffun

Discussion:

- 1) Water Tower Park -- There will be a Council/PARB worksession on 9/16/97. The Planning Commission will hold a public hearing on 10/14/97 at 7 PM for adoption of the Water Tower Park Master Plan.
- 2) Spring Park -- Thom met with Island Station Friday, September 5, 1997.
- 3) Rose Garden -- 99% complete Dinner at Center to raise funds on 9/26/97.
- 4) Furnberg Park -- Playground equipment and trail to play equipment almost completed; need money for wetlands area. Looking at a Metro restoration grant program.
- 5) Skateboard Park -- No update.
- 6) Dogwood Park -- Master Plan process this summer.
- 7) Mt. Scott Restoration Grant -- Start construction; needs to be completed by September 30, 1997.

Old Business - Process for 98/99 Plan. Develop direction to give NDA for input into PARB needs assessment

Discussion: Thom Kaffun outlined an estimation of the NCPRD budget process for 98/99

- Staff Direction Mid December, 1997
- City Direction 1st meeting in January 98
- 1st Operating Budget Draft to Director January 15, 1998
- CIP Projects (all neighborhoods) February 15, 1998
- District Advisory Board 2nd Tuesday of April
- Print Budget March 15, 1998
- Submit to BCC Worksession 1st week of May (5/5/98)
- BCC approval June 15, 1998
- Budget Authorization July 1, 1998

Conclusions: Each PARB member and staff will facilitate needs assessment and proposal discussion with each Neighborhood Association during October. The PARB will present their request for October presentations to the Neighborhood Associations at the September 27, 1997 meeting. The PARB members and staff will take the following neighborhood assignments:

- Historic Milwaukie – Jeff Marshall
- Hector Campbell – Dave Murray
- Lake Road – Sandy Peckover
- Lewelling – Jeff Marshall
- Linwood – Tracy Cook
- Ardenwald – Charlene Richards
- Island Station – already has project, Spring Park

The form will include the following items

1. List and prioritize the top 3 park and recreation needs for your neighborhood.
2. Why is each need important to your neighborhood?
3. What type of project or program would meet that need?

Action items:	Person responsible:	Deadline:
Develop Neighborhood Association Request Form (Sandy Peckover will draft)	Charlene Richards	9/27/97
NDA facilitation	PARB, Charlene	October
Other Business		
Discussion: Metro staff requested placement on the October 6 and November 3, 1997 PARB meetings to discuss possible mitigation for Scott Park due to possible S/N Light Rail alignments.		
Conclusions: Okay to place on agendas.		
Action items:	Person responsible:	Deadline:
Inform Metro of presentations for October 6 and November 3 meetings	Charlene	9/12/97
Next Meeting		
Conclusions: Meetings will start at 6:30 PM.		
The October Agenda will include		
<ul style="list-style-type: none"> • S/N Light Rail presentation, • Needs Assessment, and • Report on Land Acquisition Request Forms (2) submitted at the September meeting. 		
Action items:	Person responsible:	Deadline:
Send out Agenda packet	Charlene	9/26/97
Adjourned at 9 PM.		



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
THROUGH: DAN BARTLETT, CITY MANAGER *DB*
FROM: CHARLENE RICHARDS, ASSISTANT CITY MANAGER *CR*
SUBJECT: QUARTERLY REPORT - HUMAN RESOURCES/COMMUNITY SERVICES
DATE: OCTOBER 13, 1997

What follows is the Quarterly Report (July, August, and September 1997) for Human Resources and Community Services. If you have any questions, please speak with me. My telephone number is 786-7506.

HUMAN RESOURCE SERVICES

General Administration

- Completed initial data conversion for HR Vantage Program, new human resources information system.
- Attended training in HR Vantage for best use of system and system administration.

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- Complete input of data to bring database up-to-date.

Employee Committees and Teams

- The Employer Commute Options (ECO) Team finalized its educational program.
- The city-wide safety committee began revising the blood borne pathogens policies for each of the covered employee groups, fire, police, and public works.

Anticipated 2nd Quarter 1997-98

- Roll out ECO education program to all employees through brochures, displays, and employee meetings.
- Finalize the revised blood and air borne pathogens policies..

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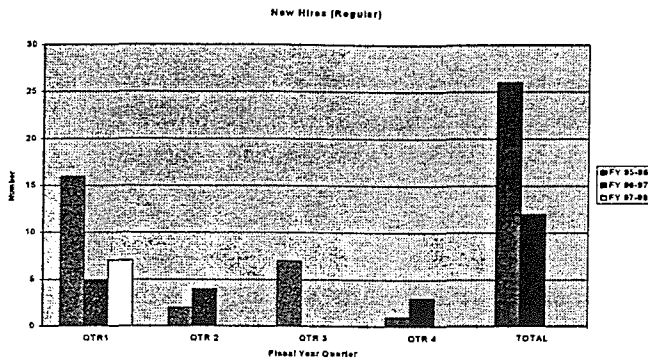
Training

- Scheduled two computer training classes for the fall through the Milwaukie University program. Clackamas Community College is providing the training at the Harmony Center.
- Presented Forecast 97/98 to all employees in September. This included presentation of Council Goals, operational and financial expectations for the upcoming year, results of the employee satisfaction survey, and a question and answer period. Fifty employees attended the presentations.
- Produced and distributed to all employees a Milwaukie University Fall Class Schedule and Registration packet.

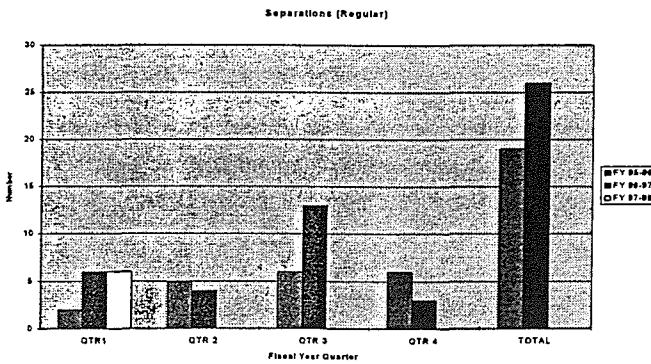
Anticipated 2nd Quarter 1997-98

- Produce and distribute to all employees a Milwaukie University Winter Class Schedule and Registration packet.

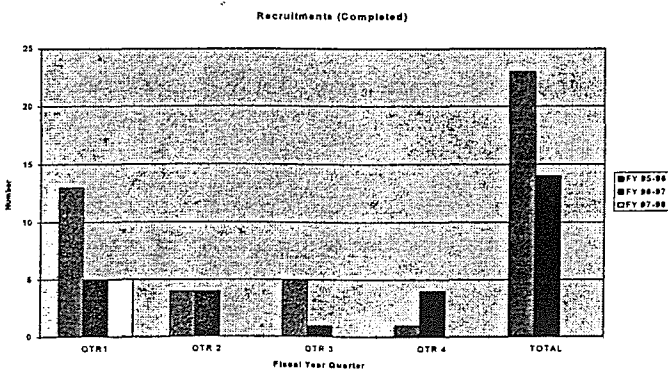
Employment Activities



- Hired 7 employees and recalled 3 library employees into regular positions and hired 4 seasonal, temporary, provisional employees.



- Separated 6 regular employees. Separated 13 seasonal, temporary, provisional employees.



- Completed 5 recruitments and have 4 recruitments remaining in progress.

COMMUNITY SERVICES

LIBRARY

New Hours/Staff

- Beginning the weekend of August 3rd, we opened again on Sundays from 1:00 to 5:00 PM. Three aides have been rehired, and we are in the process of filling the fourth position. Hours have also been increased for our part-time librarians. We are aiming at better professional coverage during weekend hours because of the heavy demand from students using the library.
- A part-time children's librarian was hired to fill in hours that the current part-time children's librarian cannot work on her regular schedule and while on leave.
- Because of the reinstatement of some of our laid off staff members, we will reopen Thursday evenings and extend hours to 9:00 PM on Monday through Thursday. The exact date has not been set for the change in hours.

Circulation

- Despite the addition of Sunday hours, our circulation continues to drop.
- The materials budget has been reinstated. We are now working on filling gaps in the collection caused by a five-month spending freeze.
- The library has contracted with Metro Area Collections Services, a local collections agency to assist in the retrieval of overdue library materials.

Remodeling Projects

- The new storefront at the main entrance is now in place. Interior work began in August. The projected date for completion is October 17th. A grand opening reception will be held on November 15th and 16th. The opening ceremony will be held at 11:00 on Saturday, the 15th of November.

Children's Services

- Our summer program ended on August 15th. Approximately 325 children joined our Reading Program and over 40 special events were presented, including story times, puppet shows, craft programs, and a wildlife educational program.
- The children's department has applied for the state-sponsored Ready to Read Grant. Our emphasis will be on providing materials and services for homeschooling families and helping families prepare their young children for entering kindergarten.

Adult Services

A survey of library patrons is being conducted to determine whether or not the library should sponsor a book discussion group.

Promotion

- An updated informational brochure has been sent to the printer and should be ready in three weeks.

Computers

- Working in conjunction with the Library Network and the City's information systems manager, the library staff is hoping to have public Internet access in the library by early 1998.

NEIGHBORHOOD SERVICES

- Attended each NDA's first fall meeting to introduce myself, learn their concerns and get acquainted.
- Researched various neighborhood service delivery models and reported on proposed neighborhood service delivery options at Fall Neighborhood Visioning Work Session.
- Coordinated Fall Neighborhood Visioning Work Session.
- Reviewed Code Enforcement Procedures with individual staff.
- Prepared a detailed Code Enforcement Revision project.
- Researched Neighborhood Grants Programs from other communities for proposal of a granting program within our Neighborhood Services Delivery Program.
- Coordinated Ardenwald Kids Parade.
- Provided various forms support to Neighborhood District Associations.

Anticipated 2nd Quarter 1997-98

- Provide support for NDA/Council/Boards/Commissions meeting that NDA's would like to coordinate and lead.
- Coordinate and provide visioning process training to NDAs and NDA liaisons.
- Implement other outcomes of NDA/Council 9/27 workshop (details yet to be confirmed by consensus).
- Coordinate 10/25 Downtown Cleanup with MDDA.
- Collaborate with Police Dept. to implement Problem Solving Partnerships grant.
- Coordinate 'Share the Lights' Festival with MDDA.
- Establish Neighborhood Grant-making criteria and grant application process.

PUBLIC INFORMATION

- Began update of Citizen Handbook and design of Citizen Handbook/Calendar for 1997.
- Attended 3CMA conference.
- Worked with Human Resources to design and produce Key Competencies Poster.
- Worked with Public Works to design, produce and disseminate NTMP brochure.
- Generated positive PR for the School Speed Zone Safety Sign Campaign.
- Covered PR for various events from August through October.
- Enhanced and Maintained IVBB information.

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- Complete update and production of Citizen Handbook/Calendar for 1997.
- Update and refine ELVIS booklet.
- Develop an improved citizen feedback system that includes hard copy and electronic survey options.
- Conduct and report on Safeway site voice-mail survey.
- Coordinate with Library staff on Grand Reopening of 11/15-16.
- Complete first and second phase of Code Revision Project.
- Continue production of Pilot.
- Revive production of Co-pilot.
- Begin development of cable/access programming.

ENVIRONMENTAL/TELECOMMUNICATION SERVICES

Solid waste and Recycling

- Placed on hold the City's Metro Challenge Grant approval until return of Program Services Coordinator.
- Submitted annual report for 1996-97 to Metro.
- Submit Year 8 Waste Reduction Plan for 1997-98.

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- Get Council approval of Year 8 plan and approval of IGA with Metro for Challenge Grant Funds.
- Reinvigorate Commercial recycling evaluation program.

Resource Conservation Project

- Conducted assessments and made recommendations at 3 additional businesses, totaling more than 19 buildings, 2.2 million square feet and impacting 2678 employees.
- Gave presentation about program at Association of Oregon Recyclers (AOR) Fall Conference (approx. 350 attendees).
- Gave presentations about program to DEQ managers, MDDA, and Rotary Club.
- Have begun reporting savings at city facilities and businesses resulting from implementing resource conservation recommendations.
- Continue to assist businesses and city in implementing recommendations.

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- Continue to track and report savings for all participants.
- Conduct additional assessments by request.

Cable Renewal & Other Telecommunications Issues

- Researched other cities franchise agreement negotiations.
- Researched issues related to public, education, and government (peg) cable programming.
- Jones informed City representative that the I-Net System was substantially completed.

Anticipated 2nd Quarter 1997-98

- Verify completion of I-Net System and notify Jones of any corrections needed.
- Meet with Council to discuss issues arising from negotiations.

PARKS AND RECREATION

Parks and Recreation Board (PARB)

- Developed timeline for PARB annual work plan.
- Held joint work session with Council on Water Tower Park Master Plan.

North Clackamas Parks and Recreation District (NCPRD)

- Continued work on construction of the Rose Garden at the North Clackamas Park.

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