

**CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
DECEMBER 2, 1997**

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

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

Dan Bartlett, City Manager Charlene Richards, Assistant City Manager Pam Beery, City Attorney Jim Brink, Public Works Director	Maggie Collins, Community Development Director Susan Heiser, Senior Planner Jay Saatkamp, Operations Supervisor -- Water Don Simenson, Utility Specialist -- Water Rob Shelton, Associate Engineer
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**PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**

**Recognize Milwaukie High School Langford Problem Solving Team**

**DuVal** introduced the members of the Milwaukie High School Langford Team which completed its one-week problem solving assignment with the City. The members were: **Molly Garmire, Keli Meadows, Amanda Rowe, Tim Salyers, Torea Schauer,** and **Bill Smethurst**, advisor. **Mike Kaiel**, North Clackamas School District School-to-Careers Coordinator, provided background on the Program.

**Neighborhood Traffic Management Program**

**Shelton** updated the Council on the Traffic Management Program (NTMP). During the past year, the Public Works Department worked with numerous requests regarding traffic issues. Highlights included: yellow flashing lights in Milwaukie, Campbell, Linwood, and Lewelling Elementary School zones;

placement of seven neighborhood street projects and five sidewalk projects in the 1998 - 2003 Capital Improvement Program; Community Development Block Grant (CDBG) Sidewalk Program for 6,000 feet of sidewalks; curbs and sidewalks on Roswell between 32<sup>nd</sup> and 42<sup>nd</sup>; publication of an NTMP informational brochure; and doubled traffic fines in school zones.

**Councilmember Kappa** asked if the citations in the school zones were tracked. **Shelton** indicated a uniform method had been developed in the past two weeks to do this.

**Councilmember Schreiber** said under normal circumstances, the property owner shares the cost for sidewalk improvements and asked if that was the case in the projects Shelton had described. **Bartlett** said in the case of the CDBG sidewalk grant, the City pays a match, and the property owner is not involved.

**Councilmember Tomei** asked if the School Trip Safety Program was the main reasons for making these improvements. **Shelton** said that was correct.

#### LUBA Case Update

**Mayor Lomnicki** asked the City Attorney to comment on the allegation by the Lewelling Neighborhood's attorney that the City Council had not been honest with citizens. **Beery** discussed Lewelling Neighborhood Dist. v. City of Milwaukie, LUBA No. 97-031. When the decision was appealed to LUBA, she contacted the City Manager and Community Development Director to evaluate the City's interests. Generally, the applicant has the burden of proving his case before LUBA, so the City determined it did not have to appear. After that decision was made on September 15, 1997, the administrative law judge had a letter prepared asking her (Beery) to make an appearance before the Board to determine if it had jurisdiction. The request was based on a technical issue, and LUBA was looking for direction. **Beery** consulted the City Manager and Community Development Director and prepared a brief for LUBA addressing the issue. It was unfortunate the attorney claimed the City Council was untruthful based on the information. She said she would prepare a memo for the record as a matter of course.

**Councilmember Kappa** asked if the City Council needed to respond publicly. **Beery** said her brief, correspondence, and memo would be public record.

**Councilmember Tomei** said neither she nor the other Councilors were aware of any request to appear. **Beery** said this type of issue is normally handled through the City Manager, and there is no consultation with the City Council on this type of technical issue.

### School Resource Officer Appointments

**Mayor Lomnicki** announced **Monte Sterling** was appointed as School Resource Officer at Milwaukie High School and **Ulrike Neitch** at Rowe and Milwaukie Middle Schools. **Bartlett** discussed the program that was in its fifth year.

### CONSENT AGENDA

It was moved by Councilmember Kappa and seconded by Councilmember Tomei to adopt the Consent Agenda:

1. City Council minutes of November 18, 1997; and
2. Amendment to Purchase Order to Lin & Associates for CDBG Sidewalk Project Design.

Motion passed unanimously.

### AUDIENCE PARTICIPATION

**Gina Houston**, Century 21/Columbia, 16585 SE Callenswood Dr., Milwaukie 97267. She noted she had written a letter about three months ago regarding Realtor open house signs. She understood the City sign ordinance was necessary under some circumstances, but she believed signs were a necessary tool of the real estate business. She understood that some Realtors have had to recover their signs from the dumpster at the Johnson Creek Facility. The open house signs are usually put out on Tuesdays, which are tour day, for a limited number of hours. Most Realtors try to be conscientious during the open house periods, and the signs are critical to business. She felt the key was working together and hoped for some flexibility with the Tuesday open houses.

**Jim Pentheny**, Century 21/Hart, said several years ago while serving on the legislative committee he had policed real estate sign placement. He understood it was City policy to allow workers to remove signs, and he was concerned these people might not know the specific laws. Signs are out only one day a week, and Tuesday seems to be the problem time. He noted several A-frame signs on Lake Road he felt were permanently located on City-owned property.

**Councilmember Tomei** asked him if he thought he could place and keep a sign on City property. **Pentheny** said, in some cases, it is not possible to put a sign on private property, so he tries to put it in a safe place. **Councilmember Tomei** asked if he sought permission to put a sign on private property. **Pentheny** said signs have disappeared from what was thought to be private property.

**Councilmember Kappa** felt there needed to be a permanent solution.

**Houston** suggested a dialogue with City representatives to discuss ideas and possible flexibility between the City and the Realtors. **Bartlett** said the Portland Metropolitan Association of Realtors expressed interest in talking with the City. **Houston** suggested a flyer to eastside Realtors stating the importance of sign placement.

**Mayor Lomnicki** asked Houston and Pentheny if they understood it was not legal to put signs in the public right-of-way. **Pentheny** understood the situation, but he has put up signs for several hours if he had no other alternatives.

**Bev Neal**, Century 21/Hart, Northridge Drive resident. She suggested the City Council members put themselves in the place of homeowners trying to sell their residences in a very competitive market. She felt people did not know the rules or where the right-of-way actually was since it seems to vary. **Neal** recommended revisiting the sign ordinance and enforcement issues and clearly identifying the right-of-way.

**Bartlett** noted the City of Milwaukie received a letter from Jane Leo, Portland Area Metropolitan Realtors, on November 26, 1997, seeking a dialogue on these very issues. Charlene Richards, Michelle Gregory, and Mike Clark will work with the organization. He discussed the City's safety concerns with signs placed within the Lake Road bike lanes. **Bartlett** reviewed the role of the Neighborhood Services Team whose twenty-five members did understand the sign ordinance and could remove or ask to have signs removed in the public right-of-way. He said he would look into the dumpster issue and the signs on Lake Road that Pentheny said were in the right-of-way.

**Mayor Lomnicki** said the City could not enforce selectively by asking employees to overlook signs in the right-of-way on Tuesdays. He agreed the Sign Ordinance needed to be understandable and clearly communicated to residents and Realtors.

**Councilmember Tomei** noted the signs on Lake Road that Pentheny talked about likely had single daily display sign permits. **Bartlett** said he would check on the signs.

**Jim Lotz**, 5537 Harlow St., Milwaukie. He spoke in opposition to contracting for fire services and relinquishing local control. He said he would speak to the matter later in the meeting.

**Chris Belluci**, Milwaukie homeowner, felt the current water billing system with its flat sewer billing stifled conservation. There is no incentive to conserve, and he felt he was subsidizing higher volume users. **Bartlett** said the Citizens Utility Advisory Board (CUAB) voiced similar concerns, and the City was evaluating software systems to allow other than the current block billing system.

**Councilmember Tomei** suggested Belluci apply for a position on the CUAB.

**Mayor Lomnicki** said, in response to public inquiries, closure of the City Hall Fire Station would not be considered at this meeting.

## **PUBLIC HEARING**

### **Water Tower Park Master Plan**

**Mayor Lomnicki** called the public hearing on the Water Tower Park Master Plan to order at 8:20 p.m.

The purpose of the hearing was to consider public comment on adopting the Water Tower Park Master Plan as an ancillary document to the Milwaukie Comprehensive Plan. He reviewed the order of business. The procedures governing the legislative action and applicable substantive criteria were outlined in the staff report. The City Council decision was appealable to the State Land Use Board of Appeals according to the rules adopted by the Board.

Staff Report: **Heiser** presented the staff report on file number CPA-97-04. The site is surrounded by single-family residences and dominated by the City water tower. The Parks District worked with the Ardenwald and Lewelling Neighborhood Associations to develop the proposed Master Plan.

The proposed enhancements included: new play structure with tot lot and area for older children; basketball facilities under the tower itself; installation of picnic tables, benches, drinking fountain, and bike racks; sidewalks on both Harvey Street and 40<sup>th</sup> Avenue; realign existing site walkway; automatic sprinkler; vegetation and tree plantings; and demolition of the concrete structure on the southwest corner. The Planning Commission adopted findings at its October 14, 1997, meeting and recommended the City Council adopt the Water Tower Park Master Plan as an ancillary document to the Comprehensive Plan.

Correspondence: None.

Public Testimony: None.

Staff Comments: None.

Questions of Clarification: **Councilmember Tomei** commented that she had attended the Ardenwald Neighborhood District Association (NDA) meeting when the District presented the proposed Plan, and the members were pleased with the improvements. **Heiser** added that the Plan had also been reviewed by the Parks and Recreation Board and the Lewelling NDA.

**Councilmember Schreiber** asked if there was an implementation schedule for the Master Plan. **Heiser** said the Planning Commission will consider a Community Service Overlay, and she anticipated the District would present its plans soon.

**Councilmember Trotter** did not believe these improvements were included in this year's District budget. Projects would be prioritized in the upcoming budget process. He was pleased to see the process had gone from hearing neighborhood concerns about the Park's condition to the development of a Master Plan for improvements.

Closure of Public Hearing: **Mayor Lomnicki** closed the public testimony portion of the hearing at 8:23 p.m.

Discussion and Decision by Council: **Councilmember Kappa** noted developing the Master Plan had been a lengthy process and that the City Council had several work sessions with the Parks District and staff.

**Mayor Lomnicki** said the improvements would be an asset for neighborhood children including his own.

**It was moved by Councilmember Tomei and seconded by Councilmember Schreiber to read the ordinance amending the Comprehensive Plan by adopting the Water Tower Park Master Plan as an ancillary document for the first time by title only. Motion passed unanimously. The ordinance was read for the first time by title only.**

**It was moved by Councilmember Trotter and seconded by Councilmember Kappa to read the ordinance amending the Comprehensive Plan by adopting the Water Tower Park Master Plan as an ancillary document for the second time by title only. Motion passed unanimously. The ordinance was read for the second time by title only.**

**It was moved by Councilmember Trotter and seconded by Councilmember Kappa to adopt the ordinance amending the Comprehensive Plan by adopting the Water Tower Park Master Plan as an ancillary document. Motion passed unanimously.**

**ORDINANCE NO. 1825:**

**AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON,  
AMENDING ORDINANCE NUMBER 1437, THE  
COMPREHENSIVE PLAN (CPA-97-04) BY ADOPTING THE  
WATER TOWER PARK MASTER PLAN AS AN ANCILLARY  
DOCUMENT.**

**Fire Services Agreement**

**Mayor Lomnicki** called the public hearing to order at 8:30 p.m.

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

Staff Report: **Bartlett** presented the staff report. He emphasized staff was not seeking a contract at this meeting, but asking the City Council to authorize the City of Milwaukie members of the Joint Oversight Committee to negotiate a Fire Services Intergovernmental Agreement (IGA) with Clackamas Fire District #1 (CCFD#1).

He reviewed the budget options prepared by Bruegman: continue the current situation of contracting for Fire Chief, Administrative Services, Fire Prevention, and Battalion Chief; revert to standalone agency; contract for services and maintain two stations; contract for services and close one station; and merge with the District. **Bartlett** recommended Option 3 which was to contract with the District and maintain two stations with a total projected expenditure of \$2.4 million. The cost reduction would be approximately \$511,416 per year.

**Bartlett** reviewed the draft IGA that was prepared based on earlier City Council comments. He noted the Agreement addressed the concerns raised during public involvement meetings. It provided for the transfers of personnel; retained equipment ownership and displaying the City's logo; and provided for budget development that included the City Council and Manager with final City Council approval based on negotiated service levels. He discussed the transfer and protection of employees at their current salary based on ORS 236.605. The City would be required to pay off certain benefits such as compensatory time so the District would not inherit that liability. If the City Council approves the IGA, contract negotiations would be re-opened.

**Councilmember Tomei** assumed overtime was 1.5 times the regular salary. **Bartlett** said that was usually the case.

Correspondence: None.

Public Comment: None.

Staff Comments: None.

Questions of Clarification: None.

Close Public Testimony: **Mayor Lomnicki** closed the public testimony of the hearing at 8:40 p.m.

Council Discussion: **Councilmember Tomei** said she was pleased there would be an annual review and that the firefighters' attorney would be involved.

**Councilmember Schreiber** noted Councilmembers Kappa and Trotter had served on the Oversight Committee for two years.

**Councilmember Kappa** commented the firefighters would have a broader base of opportunities in the larger organization. Service levels will be the same or better, and closing the City Hall Station was not an option at this time.

**Councilmember Trotter** said the draft IGA provided for monthly Oversight Committee meetings during the first year and quarterly thereafter. He felt it was a win-win situation with Milwaukie citizens getting the same or better service for less cost.

**Councilmember Schreiber** said her primary concern was that people getting the services they need as economically as possible.

**Councilmember Tomei** trusted the judgment of Councilmembers Kappa and Trotter to negotiate on behalf of the City.

**Mayor Lomnicki** felt the draft was a good starting point, and he did not think anything had been missed. He did feel some of the language should be stronger to clarify the City's expectations of what it is purchasing.

**Councilmember Kappa** said the voters have been sending a clear message throughout the region that they want more cost-effective services.

**It was moved by Councilmember Trotter and seconded by Councilmember Kappa to authorize the City of Milwaukie members of the Joint Oversight Committee to negotiate a Fire Services Intergovernmental Agreement with Clackamas Fire District #1 (CCFD#1). Motion passed unanimously.**

**Bartlett** said it was his intent is to have an IGA developed in about two weeks.

**OTHER BUSINESS****Consider Regional Center Master Plan – Ordinance**

**Mayor Lomnicki** noted the record had been left open until November 25, 1997, and the City Council received a packet containing all written comment on December 1<sup>st</sup>.

**Councilmember Tomei** asked if the public hearing was not still open. **Beery** said the public hearing was closed at the November 18, 1997, meeting, and the City Council was continuing its deliberation in open session.

**Collins** presented the staff report. She referred to *Regional Center Master Plan* (RCMP) October 1997 document, page 14 and noted corrections to the Existing Conditions of the Regional Center in 1997 section: the total acreage should be 607; and 465 remaining acres in the second line from the bottom of the page.

Staff noted the written correspondence and responses were mailed to those who testified at the November 18<sup>th</sup> hearing and were otherwise available for public review at City facilities.

**Councilmember Kappa** said the Planning Commission will hold public hearings on the Murphy, McFarland, Proto Tool and Pendleton sites. He asked how the Plan would impact zoning. **Collins** said the RCMP was not a zoning document.

**Mayor Lomnicki** said there would be a series of hearings on the proposed zone changes. The RCMP acts as a general guideline.

**Councilmember Tomei** asked Collins to comment on the proposed redevelopment of the Murphy site. **Collins** discussed transitional mixed uses while maintaining the property within the Regional Center Study Area. Staff and Murphy representatives have been discussing a list of uses that would make the site compatible over time.

**Councilmember Tomei** asked if Donald Hammang had submitted a written copy of his November 18<sup>th</sup> public hearing oral testimony. **Collins** noted Hammang's written comments were distributed in the December 1<sup>st</sup> packet, but it was not his oral testimony.

**Councilmember Trotter** referred to RCMP pages 71 and 74 regarding Subarea 4. He asked if the text should read "up to" or "at" fifty residential dwelling units per acre. **Collins** assumed "at" was correct.

**Mayor Lomnicki** referred to staff report page seven and noted high density targets were fifteen to thirty-one dwelling units per acre. He asked her to comment on this number of units per acre versus the fifty units discussed in the rest of the document. **Collins** said the fifteen to thirty-one units is set out in the Comprehensive Plan, and the fifty units provides information about the possibility of higher densities. No specific site was slated for rezoning by taking action on the RCMP.

**Councilmember Schreiber** said the City already has the possibility for this kind of density in its Comprehensive Plan, but the housing market has not necessitated it.

**Councilmember Kappa** referred to staff report page forty regarding current and potential densities. The net increase of 1773 units proposed in the RCMP is 621 units fewer than could be imposed by current zoning.

**Councilmember Trotter** replied, if the existing Regional Center area were built to its maximum allowable densities, there would be 4500 dwelling units under current zoning. The RCMP proposed densities that would allow fewer units. The chart on staff report page forty points out what could be accomplished by concentrating densities on either vacant or prime redevelopable property to arrive at the additional number of dwelling units. The number of proposed units is less than allowed under current zoning. **Collins** added this was a twenty-year projection.

**Councilmember Schreiber** referred to staff report page thirty-nine regarding neighborhood development and population growth. **Collins** said the annual growth rate was about 1.2%. She said the 1997 - 2015 projects on page thirty-nine reflected only 1% - 1.4% growth rate based on meeting both job and housing targets. One could conclude the Plan does not accelerate the naturally occurring growth pattern of the City.

**Councilmember Tomei** noted the 2015 projection of Milwaukie as a city of 24,924 population. This was clearly not a doubling from today's population of 20,055. It is about the same growth rate the City is currently experiencing.

**Councilmember Trotter** added the growth is not only in the proposed Regional Center; it is the area within the City limits as they exist today.

**Councilmember Trotter** said in response to the earlier discussion, "at" fifty units should be amended to read "up to" fifty units in all sections of the document.

**Councilmember Kappa** asked if the document would be revised based on City Council discussion at this meeting. **Collins** said, upon City Council action, staff would prepare the final version.

**Mayor Lomnicki** said there seemed to be some text missing from the bottom of RCMP page twenty-four.

**Councilmember Kappa** wanted to go through each Subarea to address site-specific issues. He discussed the importance of the Junior High site to Subarea 1 and the need for extensive public involvement.

**Councilmember Trotter** said the Planning Commission indicated in recommendation #4 that it felt priorities for the various Subareas should be established. He asked if such prioritization and staff direction would be a separate action. **Councilmember Schreiber** felt it was an implementation issue.

**Collins** said the Planning Commission recommendation could be dealt with as a separate issue if the City Council wished.

**Councilmember Kappa** said even though the Planning Commission had recommended a priority, he felt the City Council should give direction based on its own priorities.

**Councilmember Tomei** suggested a separate motion.

**Councilmember Schreiber** said the City Council was considering the Plan and the general concept map of how the units relate to each other.

**Mayor Lomnicki** said there are other influences such as available staff time, grants, and other funds to support the Regional Center, but the City Council can give direction on priorities and use of public resources.

**Councilmember Kappa** urged giving staff sufficient time to develop a good plan.

**Councilmember Trotter** had four issues he wished to discuss based on public testimony. He was concerned with references to "economic incentives" before the City knew what it really wanted to accomplish. He referred to RCMP page ES-5 regarding economic development. He felt this reference would be more appropriate in Phase 2. He suggested changing the fourth paragraph to read "Economic Development items *could* include infrastructure improvement and property assembly by the City, as well as financial underwriting and technical assistance." **Councilmember Trotter** felt "and land price reductions" should be

deleted since it was a strategy the City may or may not want to employ. He suggested the entire paragraph could be deleted at this time. He felt all reference to "economic incentives" should be changed to "economic development." He referred to RCMP page thirty-two: "Economic Incentives Encourage Smart Development." He recommended putting the bulleted items in a narrative format.

**Councilmember Tomei** asked Councilmember Trotter why he favored a narrative. **Councilmember Trotter** felt the list was too specific as written.

**Councilmember Schreiber** and **Councilmember Tomei** recommended deleting the footnote on RCMP page thirty-two. **Councilmember Trotter** said this statement may or may not apply; there may be developers who will want to partner with the City.

**Mayor Lomnicki** agreed with deleting the footnote but not the list of incentives because it stated "could include" before the bulleted list. He felt it was a way to frame the possibilities.

**Councilmember Trotter** was concerned with using the word "incentives" because the City may not have to use incentives. There may be partnerships developed.

**Mayor Lomnicki** suggested using "public/private partnerships" in the first paragraph. He agreed with the recommendation to remove the footnote.

**The group agreed the footnote on RCMP page thirty-two should be deleted. The group also agreed to using "public/private partnerships" and deleting the word "incentives." Councilmember Trotter recommended changing the title to "Economic Development Strategies."**

**Councilmember Trotter** referred to RCMP pages forty-eight, fifty-seven, sixty-six, seventy-six, and eighty-nine. He suggested changing the text to read: *"Economic Development: Prepare an economic development strategy to assist in the development of the urban design and land use elements of the RCMP. Economic Development items could include, property assembly by the City, as well as financial underwriting and technical assistance."* He felt an incentive implied a giveaway.

**Councilmember Schreiber** and **Mayor Lomnicki** did not feel economic incentives should be the primary goal or focus.

**Councilmember Trotter's** final point was on RCMP page one hundred. The City does not have an Urban Renewal Plan, and this may or may not become strategy. He felt it would be best to delete reference to creating an Urban Renewal Plan. There is already a section of the Municipal Code that establishes the City Council as the Urban Renewal Agency, so that reference should be deleted.

**Mayor Lomnicki** felt page one hundred only outlined possibilities and asked if removing that language would preclude the ability to create an Urban Renewal Plan. **Beery** said it would not, nor would the Council create the impression of any obligation. **Bartlett** briefly discussed changes to Urban Renewal Projects based on Measure 50.

**The group agreed to make the following amendments on RCMP pages ES-7, Table ES-2 and thirty-eight: Transportation box #2 – delete and Transportation box #4 revise to read “Develop and implement a funding source for Regional Center Transportation improvements.” Amend RCMP page 71 “oriented to a proposed light-rail transit (LRT) station. Opportunities for pedestrian and other connections to the proposed LRT station, master planning for the site, ...”**

**Councilmember Trotter** discussed RCMP page seventy-five, Subarea 4-1. He felt the earlier discussion had addressed at least a portion of the public's concern with high-density residential. The City currently has a transitional area requirement in the Zoning Ordinance to minimize impacts between the adjacent R-2 and R-5 zones.

**Mayor Lomnicki** asked if mitigation could be accomplished through the design element. **Councilmember Trotter** responded the Planning Commission would have to consider the transition area during the Conditional Use application and suggested reviewing and strengthening the transitional area requirements.

**Councilmember Kappa** asked if the neighborhoods would be able to develop their visions prior to review of transitional areas. **Councilmember Trotter** responded the higher density development would be responsible for mitigating impacts through such things as design and setbacks.

**Councilmember Kappa** discussed Subarea 2-6 – the Proto Tool site. He noted the written testimony from Providence Milwaukie Hospital in which it was suggested this parcel be opted out.

**Councilmember Trotter** felt the property should remain in the Study Area. The Hospital's concerns are addressed in the Community Service Overlay (CSO), and future development should not be negatively impacted. **Mayor Lomnicki** and **Councilmember Tomei** agreed.

**Councilmember Kappa** was concerned about the specialized nature of a medical center and its environment. Providence suggested there might be some obstacles the CSO would not address within its overall development strategy.

**Mayor Lomnicki** pointed out that staff recommended including the Planning Commission and Steering Committee recommendations in its decision. He indicated his agreement with those changes.

**Councilmember Trotter** questioned the Planning Commission's recommendation #2 to add to pages forty-one and seventy-one: "Uses for the traveling public, including hotel and motel accommodations, should be encouraged." He and Councilmember Tomei did not recall seeing reference to that in the minutes. **Collins** noted the discussion was in the November 10, 1997 minutes. The Commission felt there should be reference to the Regional Center's being a destination point. **Mayor Lomnicki** thought the Commission had a valid point.

**Councilmember Tomei** said it was important for citizens who gave written and oral testimony to feel they had been given an adequate response. She stressed it was up to elected officials to make the decisions in a representative form of government.

**Councilmember Kappa** agreed with the Planning Commission's recommendations and prioritizing work on the Subareas. He felt the neighborhoods would become more comfortable with this twenty-year plan as they began to develop their own visions.

**Councilmember Schreiber** felt the Plan was too complex to go to a vote at this time. City Council and staff needed more input to define and refine it.

**Councilmember Trotter** agreed with Councilmember Tomei's comments and discussed the elected official's role in a representative form of government. He assured the public that land use matters have stringent public involvement processes.

**Councilmember Kappa** felt being able to prioritize the Subareas was critical to the success of the project, and he wished to emphasize Subarea 1.

**Mayor Lomnicki** agreed the City Council was elected to make these types of decisions. The RCMP was a general concept, and a lot of public involvement will be necessary.

**Councilmember Trotter** heard public comment that densities would be increased to too large a degree and pointed out the Plan selected areas within the Regional Center that could handle increased densities. He noted the Planning Commission's fifth recommendation: "While the Regional Center Master Plan is based on Metro's population and job targets, the Plan should be viewed as a free-standing document that should proceed in its implementation, regardless of changes to regional jurisdiction and authority."

**It was moved by Councilmember Tomei and seconded by Councilmember Kappa to read the ordinance amending the Comprehensive Plan by adopting the Regional Center Master Plan (CPA-97-01) as an ancillary document including the changes and recommendations of the Planning Commission and the Steering Committee and incorporating revisions by the City Council for the first time by title only.**

The group discussed light rail and the impact of the transportation element. **Mayor Lomnicki** referred to RCMP page thirty-eight, and the policy decision to support light rail or rapid transit. **Councilmember Kappa** stated light rail had a significant role in the Subareas.

**Motion passed unanimously. The ordinance was read for the first time by title only.**

**It was moved by Councilmember Schreiber and seconded by Councilmember Kappa to read the ordinance amending the Comprehensive Plan by adopting the Regional Center Master Plan (CPA-97-01) as an ancillary document including the changes and recommendations of the Planning Commission and the Steering Committee and incorporating revisions by the City Council for the second time by title only. Motion passed unanimously. The ordinance was read for the second time by title only.**

**It was moved by Councilmember Kappa and seconded by Councilmember Trotter to adopt the ordinance amending the Comprehensive Plan by adopting the Regional Center Master Plan (CPA-97-01) as an ancillary document including the changes and recommendations of the Planning Commission and the Steering Committee and incorporating revisions by the City Council. Motion passed unanimously.**

**ORDINANCE NO. 1826:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AMENDING ORDINANCE NUMBER 1437, THE COMPREHENSIVE PLAN, BY ADOPTING THE REGIONAL CENTER MASTER PLAN (CPA-97-01) AS AN ANCILLARY DOCUMENT.**

**Suspend Council Rules**

**It was moved by Councilmember Trotter and seconded by Councilmember Kappa to suspend City Council rules to continue the meeting beyond 11:00 p.m. Motion passed unanimously.**

**Water Supply Intergovernmental Agreement – Resolution**

**Brink** presented the staff report. The proposed resolution supported an Intergovernmental Agreement (IGA) for the City of Milwaukie to purchase 500,000 gallons of water per day from Clackamas River Water (CRW). Recent studies indicated the City needed to identify future alternative water sources for peak consumption days. Design costs would be \$24,306, and construction costs would be \$134,000. The estimated cost difference per year would be about \$36,000. It is a twenty-year agreement, and staff believes it would be an appropriate action at this time as the City's needs grow.

**Councilmember Trotter** asked if water rates would be impacted, and **Brink** said they would not.

**Councilmember Kappa** asked about the review process. **Brink** said the review period is at the twenty-year expiration date.

**It was moved by Councilmember Kappa and seconded by Councilmember Tomei to adopt the resolution approving an intergovernmental agreement for water supply between the City of Milwaukie and Clackamas River Water. Motion passed unanimously.**

**RESOLUTION NO. 38-1997:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR WATER SUPPLY BETWEEN THE CITY OF MILWAUKIE (CITY) AND CLACKAMAS RIVER WATER (CRW) REGARDING THE PURCHASE OF WATER FROM CRW.**

### Telemetry Improvement Project

**Brink** presented the staff report. Staff requested the City Council authorize the City Manager to sign a personal services agreement with Technical Systems, Inc., (TSI) to design and install a computerized telemetry system for water and sewer. The purpose is to replace the current aging and unreliable system. The contract cost is \$146,972 for the system design and hardware purchase. The remaining phases would be held until the design is complete.

**It was moved by Councilmember Schreiber and seconded by Councilmember Tomei to authorize the City Manager to sign a personal service agreement with Technical Systems, Inc. (TSI) to design and install a computerized telemetry system for water and sewer.**

**Councilmember Kappa** noted this would help monitor the water usage from CRW.

**Motion passed unanimously.**

### Consider Letter to Tri-Met Regarding Bus Transfer- Transit Center

**Bartlett** presented the staff report in which the City Council was asked to authorize the Mayor to sign a letter to Tri-Met that would begin a formal planning process to evaluate the Safeway site as a bus transfer-transit center operation. In addition, staff sought direction of investigating interim site uses based on public input.

**Councilmember Trotter** noted the public indicated its preferences were for a teen center and day care facility.

**Bartlett** said staff would return with proposal after looking at costs and possibilities.

**It was moved by Councilmember Kappa and seconded by Councilmember Tomei to authorize the Mayor to sign a letter to Tri-Met that would begin a formal planning process to evaluate the Safeway site as a bus transfer-transit center operation and begin discussions with North Clackamas Park and Recreation District, North Clackamas #12 School District, and others to develop proposals for highest rated uses based on public input. Motion passed unanimously.**

**Consider Milwaukie Junior High School Site – Resolution**

**Bartlett** presented the staff report in which the City Council was requested to adopt a resolution declaring the need to acquire property for City offices, park land, and other civic uses. City Council met with the School Board in executive session to discuss acquisition of the site after it is no longer used as a Junior High School facility. This acquisition was not in the current year budget but is included in the draft Capital Improvement Plan (CIP).

**It was moved by Councilmember Tomei and seconded by Councilmember Kappa to adopt the resolution declaring the need to acquire property for City offices, park land, and other civic uses.**

**Councilmember Schreiber** asked if the City Council would be restricting commercial uses by adopting the proposed resolution. **Bartlett** said the City Council could make determinations based on the property's underlying use.

**Councilmember Trotter** said the City can now proceed with the property as one of the RCMP elements.

**Bartlett** read the "whereas" clauses to more fully explain the purpose for the acquisition.

**Councilmember Tomei** wanted to commend those working on the issue and particularly **Sharon Van Horn**.

**Motion passed unanimously.**

**RESOLUTION NO. 39-1997:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, DECLARING THE NEED TO ACQUIRE PROPERTY FOR CITY OFFICES, PARK LAND, AND OTHER CIVIC USES.**

**Consider Second December City Council Meeting Date**

**It was moved by Councilmember Kappa and seconded by Councilmember Trotter to start the regular Council session at 6:00 p.m. on Tuesday, December 16, 1997. Motion passed unanimously.**

**Recall Election**

**Councilmember Tomei** expressed her support for Mayor Lomnicki, Councilmember Schreiber, and Councilmember Trotter.

**ADJOURNMENT**

**Mayor Lomnicki** adjourned the meeting at 11:20 p.m.

*Pat DuVal*

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Pat DuVal, Recorder

**CITY OF MILWAUKIE  
CITY COUNCIL AGENDA  
DECEMBER 2, 1997**

**MILWAUKIE CITY HALL**  
10722 SE Main Street

**1780th MEETING**

**WORK SESSION**

- 4:10 - Council Information Sharing
- 4:30 - Safeway Site Long-term Options (Dan Bartlett)
- 5:00 - Oak Lodge Treatment Facility (Dan Bartlett)
- 5:15 - Telemetry Improvement Project (Jim Brink)
- 5:45 - Water Supply Intergovernmental Agreement (Jim Brink)
- 6:15 - Fire Services Intergovernmental Agreement (Dan Bartlett)

**REGULAR SESSION**

7:00 p.m.

- I. CALL TO ORDER**  
**Pledge of Allegiance**
  
- II. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**
  - A. Recognize Milwaukie High School Langford Problem Solving Team**
  - B. Neighborhood Traffic Management Program (Jim Brink)**
  
- III. CONSENT AGENDA** *(These items are considered to be routine, and therefore, will not be allotted Council discussion time on the agenda. The items may be passed by the Council in one blanket motion. Any Council member may remove an item from the "Consent" portion of the agenda for discussion or questions by requesting such action prior to consideration of that portion of the agenda.)*
  - A. City Council Minutes of November 18, 1997**
  - B. Amend Purchase Order to Lin & Associates for CDBG Sidewalk Project Design**
  
- 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. Water Tower Park Master Plan – Files CSO-97-06 and CPA-97-04 – Ordinance (Maggie Collins)**
  - B. Fire Services Agreement (Dan Bartlett)**
- 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. Consider Regional Center Master Plan – Ordinance (Maggie Collins)**
  - B. Water Supply Intergovernmental Agreement – Resolution (Jim Brink)**
  - C. Telemetry Improvement Project (Jim Brink)**
  - D. Consider Letter to Tri-Met Regarding Bus Transfer-Transit Center (Dan Bartlett)**
  - E. Consider Milwaukie Junior High School Site – Resolution (Dan Bartlett)**
  - F. Consider Second December City Council Meeting Date (Council)**
- VII. INFORMATION**
- A. Historic Resources Commission Minutes, October 27, 1997**
  - B. Planning Commission Minutes, November 10, 1997**
  - C. Clackamas Regional Center Plan – Subcommittee Meeting Schedules**
  - D. Clackamas County Economic Development Plan: Summary**
  - E. Governor’s Letter to Oregon Transportation Commission**
  - F. Monthly Financial Reports**

**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.*

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



\*\*\* MEMORANDUM \*\*\*  
November 21, 1997

To: Mayor and City Council  
From: Dan Bartlett, City Manager   
Re: Safeway Site Issues

Action Requested

1. I would like Council to authorize the Mayor to send a memo to Tri-Met to begin a formal planning process to evaluate the Safeway site as a bus transfer-transit center operation.
2. I would also like Council to authorize me to begin discussion with North Clackamas Parks and Recreation District, School District, and others to develop a proposal to utilize the building for the highest rated uses.

Background

The City has leased the Safeway Building in order to free up the possibility for a relocated transit center. Tri-Met has indicated that they would like a formal request from the City. I have attached a proposed letter to Joe Walsh, Tri-Met Operations Planning.

After the City leased the site, we conducted a poll to find out what uses the community felt should be considered for that site. Michelle Gregory has submitted the attached memo that describes the results of that survey. Our lease with Safeway prevents us from locating a competing use in the location. This is standard practice by businesses to prevent similar businesses from locating in their old site.

The survey indicated that the most requested uses would be Day Care, Teen Center, and Parking. Specialty retail followed these uses. I would suggest that Charlene and I could meet with the Parks District and School District. These contacts would be to determine if a cost effective proposal could be developed to provide one or more of these uses (Angus has included this site as a potential fee parking lot in the Parking RFP).

My hope is that a proposal can be prepared to be considered for next budget year, 1998-1999. I would report back to Council after the first of the year on the results of the discussions.

cc: File - cm2053/hd

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

2



December 3, 1997

Mr. Joe Walsh  
Tri-Met Operations Planning  
4012 SE 17th Ave.  
Portland, OR 97202

Dear Joe:

This letter is a request from Milwaukie to begin a formal planning process to ascertain how a bus transfer-transit center could be accomplished on the old Safeway site in downtown Milwaukie.

As you know, the City has entered into a lease-option arrangement with the owners of the Safeway site. It is our understanding that your division is willing to undertake the necessary planning steps now that a transit center site has been identified.

Milwaukie looks forward to initiating and completing a much-needed facility in a timely way. Please contact Dan Bartlett at 786-7501 for further information.

Yours truly,

Craig Lomnicki, Mayor  
City of Milwaukie

cc: Dan Bartlett Maggie Collins

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

# Milwaukie Neighborhood Services

## Memo

**To:** Dan Bartlett  
**From:** Michelle Gregory  
**Date:** November 21, 1997  
**Re:** Safeway Site Voicemail Survey Results

**The issue was put to Milwaukie citizens:**

*The city of Milwaukie has signed a five-year lease to use Safeway site, part of the site will be use for city functions, and a transit center has been proposed for the site as well. But approximately forty percent of the site would be available for compatible uses. What sort of use(s) do you believe would enhance the downtown area?*

The question was posted in the Milwaukie Pilot during the months of October and November. We received 32 responses, with some callers suggesting more than one use. Attached is a graph depicting the number of times a use was suggested. The most popular suggestion was another **grocery store**, with a **daycare facility** taking second place. A **teen center**, **additional parking**, and a **diner or café** all came in third.

It is also worth noting that although not asked, a significant percentage of folks volunteered their opinions on the following:

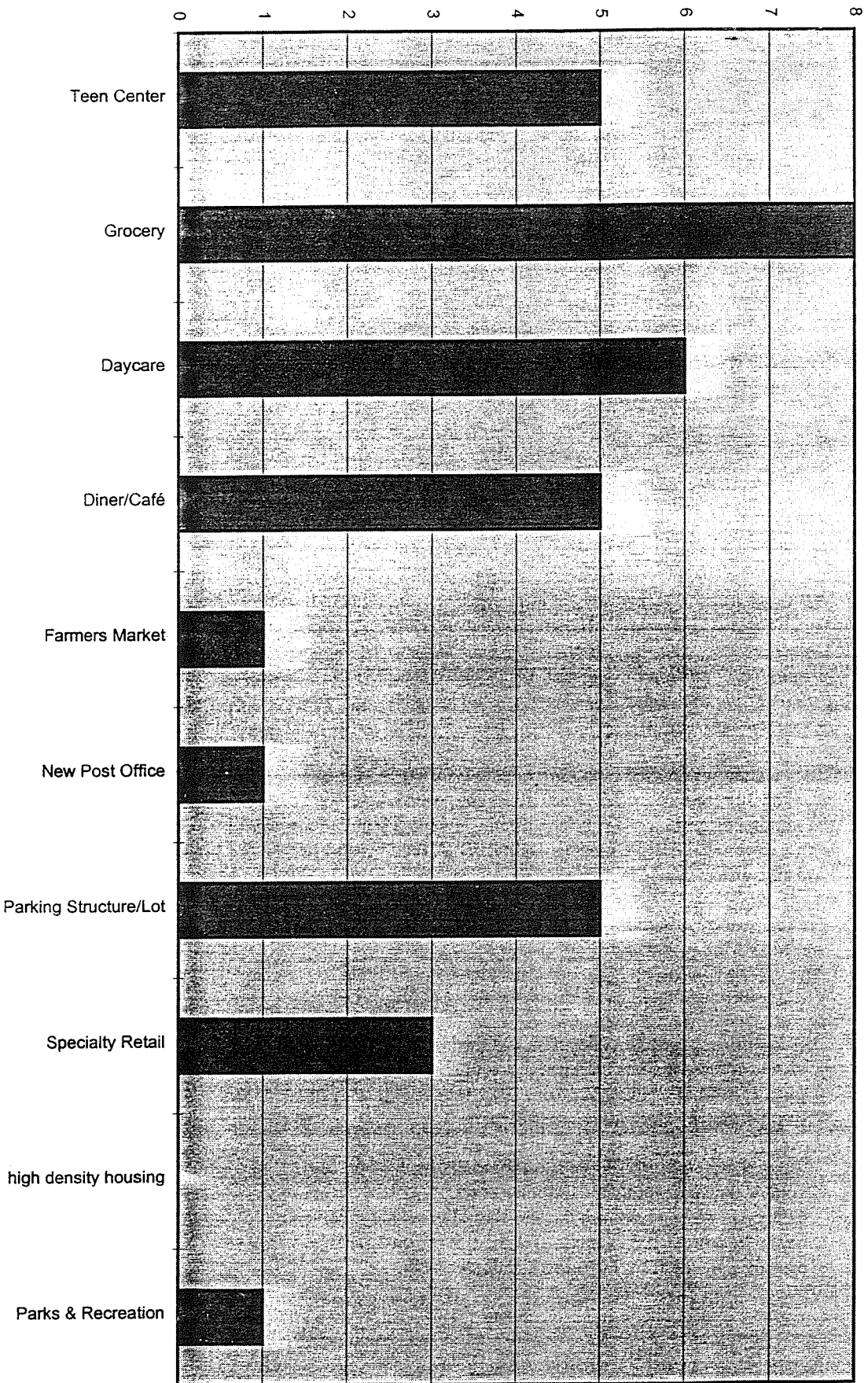
**Whether the city should have leased the space at all:**

19% or 6 respondents believed it was a wise and appropriate decision for the city to lease the site. 15.6% or 5 respondents felt it was a foolish or inappropriate decision for the city to least the site.

**Whether a transit center was a good idea:**

9% or 3 respondents felt the site should not be used for transit, they expressed opposition to any kind of transit development policies at all. 41% or 13 respondents felt the site should be used for some kind of transit, indicating either that it would be a preferred location over the current on-street bus transit center in downtown Milwaukie or a good location for a light rail station or both.

Safeway Site Voicemail Survey





\*\*\* M E M O R A N D U M \*\*\*  
November 21, 1997

To: Mayor and City Council  
From: Dan Bartlett, City Manager *DB*  
Re: Long-term Wastewater Options

Action Requested

I would ask that you quickly read the attached report so that we can discuss it briefly at our December 2, 1997, work session. I would also like to get some early December dates from Don and Carolyn, if Council chooses to accept my suggested next step.

Background

We have completed this report in cooperation with Oak Lodge Sanitary District and the City of Gladstone. This report was prepared to prepare "order-of-magnitude costs for diverting wastewater from the Kellogg Creek Wastewater Treatment Facility to an expanded Oak Lodge Waste Treatment Facility." I contract to participate in this study so that we would have additional information to compare with the KOLTT Subregional Wastewater Treatment Options Study and the North Clackamas Sewerage Facility Citizen Advisory Committee Report.

While this is not something that would provide immediate resolution of the Kellogg Facility problems, it is a possibility that could solve the capacity and odor problems. It could also remove the facility from our waterfront in the long-term (15-25 years).

I have suggested to Kent Squires that a next step would be for Don and Carolyn to participate in another meeting with Representatives of the Oak Lodge Board. This meeting would be to discuss how to proceed.

Jim Brink will be preparing a memo describing the issues and cost comparisons between this study and the two other studies. After he has prepared this analysis, it might be wise for us to meet with the Citizen Advisory Committee or the Board of County Commissioners. These meetings could be to develop an action plan to get Oak Lodge Sanitary District answers to the questions they need to move forward with their facility planning.

cc: Kent Squires - memo only  
Jim Brink - memo only  
Ron Partch - memo only  
File - cm2052/hd

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

TECHNICAL MEMORANDUM

**TRANSFER OF WASTEWATER FLOWS TO  
EXPANDED OAK LODGE TREATMENT  
FACILITY**

Prepared for: Oak Lodge Sanitary District

Prepared by: Black & Veatch LLP

November 6, 1997

**Black & Veatch LLP**  
4004 Kruse Way Place, Suite 200  
Lake Oswego, OR 97035  
Phone: (503) 699-7556  
Fax: (503) 697-3699

TECHNICAL MEMORANDUM

**TRANSFER OF WASTEWATER FLOWS TO  
EXPANDED OAK LODGE TREATMENT  
FACILITY**

Prepared for: Oak Lodge Sanitary District

Prepared by: Black & Veatch LLP



*Expires 6-30-99*

November 6, 1997

Black & Veatch LLP  
4004 Kruse Way Place, Suite 200  
Lake Oswego, OR 97035  
Phone: (503) 699-7556  
Fax: (503) 697-3699

TRANSFER OF WASTEWATER FLOWS TO EXPANDED  
OAK LODGE TREATMENT FACILITY

To: R. Kent Squires, General Manager, Oak Lodge Sanitary District

From: Randall Krueger, Black & Veatch LLP  
Wayne Gresh, Black & Veatch LLP

Date: November 6, 1997

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This technical memorandum identifies the general improvements and order-of-magnitude costs for transferring wastewater from the Kellogg Creek Wastewater Treatment Facility and the City of Gladstone to an expanded Oak Lodge Wastewater Treatment Facility.

#### **BACKGROUND AND SCOPE OF WORK**

The Oak Lodge Sanitary District (OLSD) in response to previous study work, and recent inquiries from the City of Milwaukie and the City of Gladstone, contracted with Black & Veatch to identify facilities and order-of-magnitude costs for diverting wastewater from the Kellogg Creek Wastewater Treatment Facility (KCWWTF) to an expanded Oak Lodge Waste Treatment Facility. This diversion was considered in the KOLTT Subregional Wastewater Treatment Options Study (KOLTT Study) completed in 1995 and was one of the final options developed. The alternative was also considered in the North Clackamas Sewerage Facility Citizen Advisory Committee Report dated November 13, 1996.

The study performed carries forward work performed by Black & Veatch under the KOLTT Study. Work was performed to generally size facilities, develop process footprints, possible site layouts and planning level costs. In addition, the work effort included consideration for the diversion of flows from the City of Gladstone service area.

Following is a listing of the specific scope of work for the study:

1. Gather existing data from OLSD, the City of Milwaukie, and the City of Gladstone, including but not limited to, existing facilities' size, NPDES permit requirements, flow projections, copies of current facility or master plans, and other related reports that have been developed since the KOLTT Study.

2. Meet with representatives of the OLSD, the City of Milwaukie, and the City of Gladstone to discuss work scope, confirmation of data and assumptions and work product.
3. Technical analysis will consider the following conditions and assumptions:
  - a. Develop facilities that allow diversion of flows at approximate 5 million gallons per day (mgd) increments over an established time period. Maximum flow diversion would be 20 mgd.
  - b. Treatment facilities and corresponding capital costs to be developed for two effluent discharge permit levels including:
    - 10/10 Limit (refers to effluent BOD<sub>5</sub> equal to or less than 10 mg/L and effluent suspended solids equal to or less than 10 mg/L.)
    - 20/20 Limit (refers to effluent BOD<sub>5</sub> equal to or less than 20 mg/L and effluent suspended solids equal to or less than 20 mg/L.)
  - c. Facility improvements to include: pumping improvements, transmission sewers/force mains and treatment improvements at expanded Oak Lodge Wastewater Treatment site.
  - d. It is assumed that additional land in the immediate vicinity of the Oak Lodge Wastewater Treatment Plant site will be acquired to accommodate the new treatment facilities.
  - e. Treatment facilities will be developed at various cost sensitivity levels varying from more conventional, above ground improvements to basically hidden or buried improvements allowing potential partnering of the site development with the Park District.
  - f. Costs are approximate and should be considered as an "order-of-magnitude" level. They are useful for comparing various alternatives and for general planning purposes.
4. Prepare a draft copy of a Technical Memorandum outlining the work effort and results. Submit ten copies of the draft Technical Memorandum to the OLSD for review by OLSD, the City of Milwaukie, and the City of Gladstone.

5. Meet with representatives of OLSD, the City of Milwaukie, and the City of Gladstone to review the draft Technical Memorandum and revise the document to reflect review comments. Submit to OLSD 20 copies of the final Technical Memorandum.

## **FACILITY SIZING ASSUMPTION**

A general assumption of the study was that the Oak Lodge Wastewater Treatment Plant (Plant) would be expanded in 5 million gallons per day (mgd) increments; and that the ultimate size of the Plant would not exceed 20 to 25 mgd average dry weather flow, which would have a population equivalent service capacity for approximately 250,000. An incremental expansion of 5 mgd was selected because: (1) The general perception that increments of that size can be constructed cost effectively, and (2) Unless there is a wholesale shift in wastewater flows, it would not be economically advantageous to expand the Plant in increments much larger than 5 mgd.

Ultimate capacity of the Plant was selected to correspond to sanitary flows within the future potential service area. That area being encompassed by the Clackamas River on the south, the Clackamas County line on the north, the Willamette River on the west, and I-205 on the east. It is improbable for that area to encompass a population greater than 250,000.

The Oak Lodge Treatment Facility currently treats an average dry weather flow of approximately 3.0 mgd with peak hourly flows up to 16 mgd. The Plant's current discharge permit basis is an average dry weather flow of 4.0 mgd and an average wet weather flow of 6 mgd. Based on facility requirements for staging, plant capacities of 9 (4 existing + 5 new), 14, 20 and 25 mgd (average dry weather flow) were analyzed.

## **FACILITY REQUIREMENTS**

This section sets facility requirements for plant, flow diversion, and conveyance facilities for 5 mgd flow increments.

### **OLSD Plant Requirements**

Two treatment scenarios were evaluated for the plant based on probable discharge permit limits. One scenario assumes a permitted effluent limit of 10 mg/L

biochemical oxygen demand (BOD<sub>5</sub>) and 10 mg/L total suspended solids (TSS). The other treatment scenario assumes effluent limits of 20 mg/L BOD<sub>5</sub> and 20 mg/L TSS.

Facility requirements for expansions to 9 (4 existing + 5 new), 14, 20 and 25 mgd for both treatment scenarios were developed. Order-of-magnitude costs were developed for both treatment scenarios. Based on preliminary plant layouts, it appears that the first two expansions can be achieved while leaving the existing plant in service. After the plant is expanded to 14 mgd, it appears necessary to demolish the existing primary clarifiers and aeration basins and construct new treatment trains. With replacement of existing facilities, new facilities were analyzed for 20 mgd and 25 mgd plant capacities.

The components included in each of the 5 mgd expansions are listed below. Design criteria and details for each component are discussed in the sections that follow.

- Primary clarification.
- Secondary treatment.
- Filtration of effluent. 10/10 alternative only,
- UV Disinfection,
- Secondary sludge thickening,
- Anaerobic digestion of thickened sludge,
- Solids dewatering and handling,
- Outfall.

Raw Wastewater Characteristics. Hydraulic and waste strength characteristics used to determine facility requirements are shown in Table 1. Waste strength characteristics were calculated from data provided by the OLSD for the time period from January 1995 to March 1997. Peaking factors applied to hydraulic and waste strength loads were taken from previous planning studies. Concentrations of the various nitrogen constituents not regularly reported by OLSD and are not shown in Table 1 because ammonia is not presently a permitted constituent of concern.

However, facility requirements were based on the assumption that ammonia reduction would be required. To size secondary and solids processes, annual average and maximum month influent TKN concentrations of 30 mg/L and 32 mg/L, respectively, were assumed.

Table 1 Hydraulic and Raw Wastewater Characteristics per 5 mgd Expansion				
Parameter	Units	Average Dry Weather Flow (ADWF)	Maximum Dry Weather Month (MDWM)	Maximum Wet Weather Day (MWWD)
Flow	mgd	5	5.5	12
BOD <sub>5</sub>	mg/L ppd	135 5,630	183 8,380	95 9,571
TSS	mg/L ppd	158 6,590	214 9,840	125 12,521
VSS/TSS	N/A	80	80	80
Temperature	°C	17.5	14 to 22	

**Influent Pumping** For this analysis, it is assumed that the majority of the wastewater flow transferred to an expanded Plant would be pumped. It is further assumed that the flow would be conveyed to the Plant at an elevation that would permit gravity flow to the treatment process. It is anticipated that the present influent pumping station (Pump Station No. 1) would be modified, expanded and possibly relocated to allow room for future facilities. For the purpose of this analysis, a new Pumping Station would be constructed adjacent to the new Headworks Facility. It is assumed that the Influent Pumping Station would be initially constructed to accommodate 25 mgd with pumps added incrementally.

**Preliminary Treatment.** Preliminary treatment facility layout and costing is based on vortex type grit removal basins. Ultimately, three 20 mgd units are needed to handle the maximum wet weather day flow of 60 mgd. Mechanically cleaned bar screens are proposed to remove the floatable and stringy material from the raw influent. Ultimately three bar screens are needed, each sized to handle a maximum wet weather day flow of 20 mgd. Associated grit and screen washing/compaction equipment is also assumed to be provided.

**Primary Treatment.** Primary clarifier requirements were estimated based on average dry weather and maximum wet weather day surface overflow rates (SORs) of 800 gpd/sf and 1600 gpd/sf, respectively. Using these values, one rectangular 60 ft wide

x 110 ft long clarifier with a 12 ft side water depth (SWD) is required for each 5 mgd expansion.

Primary effluent removal rates were estimated to determine sludge quantities and secondary facility loadings. Estimates were based on plots entitled "Estimated removals of suspended solids and BOD in primary basins at various hydraulic loadings" found in Evaluation and Trouble Shooting at Municipal WWT Facilities, EPA 430/9-78-001. Primary removal rates were estimated at 31% and 58% for BOD and TSS, respectively. It is noted that equal primary sludge quantities will be generated in meeting each discharge permit scenario (10/10 and 20/20). Estimated primary effluent characteristics are shown in Table 2.

Chemical Facilities. Chemical facilities may be needed to enhance the operation of primary clarifier basins especially at high overflow rates. The chemical facilities would include ferric chloride and polymer. Other chemical storage may be needed for odor control facilities. The potential chemicals needed for odor control might include sodium hypochlorite and sodium hydroxide.

Table 2 Primary Effluent Characteristics per 5 mgd Expansion			
Parameter	Units	Average Dry Weather Flow (ADWF)	Maximum Dry Weather Month (MDWM)
Flow	mgd	5	5.5
BOD <sub>5</sub>	mg/L	93	139
	ppd	3,880	5,780
TSS	mg/L	66	99
	ppd	2,770	4,120
VSS/TSS	N/A	80	80
Temperature	°C	17.5	14 to 22
Solids	percent	3.5	3.5

Secondary Treatment. Secondary treatment facility estimates were based on the selector process, complete with an aeration step and a clarification step. Based on a cursory analysis, a total aeration volume of 90,000 cf with a 20 ft SWD should

provide adequate treatment for 10/10 or the 20/20 effluent scenarios for each 5 mgd expansion.

Final clarifier requirements are based on desired average dry weather and maximum wet weather day SORs of approximately 700 gpd/sf and 1400 gpd/sf, respectively and a solids loading rate (SLR) of about 20-25 ppd/sf. Final clarifier design and characteristics are assumed to be the same for the 10/10 and 20/20 scenarios. Two clarifiers with 70 ft diameter with a minimum SWD of 16 ft are required to handle each expansion of 5 mgd.

Effluent Filtration (10/10 Effluent Limit Only). Effluent filter layouts and costs are based on an automatic backwash, traveling bridge filters. Overflow rates are assumed at 2 gpm/sf to 6 gpm/sf of filter area.

UV Disinfection. Medium pressure ultraviolet light irradiation is assumed to be the process of choice for disinfection. Each 5 mgd expansion will require a reactor channel of approximately 5 ft wide x 42 ft long and 11 ft deep and house two UV banks.

Sludge Thickening Prior to Anaerobic Digestion. To optimize anaerobic digester capacity, secondary sludge thickening facilities are proposed. Dissolved air flotation (DAF) was selected for layouts and costing although gravity belt thickeners would also be a viable alternative.

It was assumed that a thickened solids concentration of 3.5% would be achieved at a 92% capture rate. Maximum wet weather month conditions were used for facility sizing because the highest quantity of waste activated sludge is generated during that time.

Anaerobic Sludge Digestion. Concentrated sludge from the primaries and secondary sludge thickeners will be fed to anaerobic digesters. Since the maximum expansion is expected to be 25 mgd, and several small digesters that follow incremental plant expansion are not considered effective, the digesters are proposed to be expanded in two 12.5 mgd stages. The flows and sludge concentrations for 12.5 mgd trains, based on anticipated maximum winter month combined sludge loadings, are shown in Table 3. Digester volume requirements are 231,000 cf for the 10/10 effluent scenario, and 219,000 cf for the 20/20 effluent scenario. Target biodegradable volatile suspended solids (BVSS) and volatile suspended solids (VSS) loadings of 60 ppd/1000 cf and 100 ppd/1000 cf, respectively, were used in determination of volume

requirements. Table 4 provides criteria used for the anaerobic digester sizing for each effluent scenario.

<b>Table 3 Process Sludge Quantities, Influent to Anaerobic Digesters</b>		
	<b>ADWF</b>	<b>MWWM</b>
<b>10/10 Effluent Limit</b>		
Primary sludge, ppd	7,650	11,400
DAF thickened sludge, ppd	7,200	12,300
Total, ppd	14,800	23,700
<b>20/20 Effluent Limit</b>		
Primary sludge, ppd	7,650	11,400
DAF thickened sludge, ppd	6,250	11,300
Total, ppd	13,900	22,700

<b>Table 4 Anaerobic Digester Design</b>		
	<b>ADWF</b>	<b>MWWM</b>
<b>10/10 Effluent Limit</b>		
Volume, cf	231,000	231,000
Number of Digesters	2	2
Diameter, ft	70	70
SWD, ft	30	30
Solids retention time, days	34.0	21.3
<b>20/20 Effluent Limit</b>		
Volume, cf	219,000	219,000
Number of Digesters	2	2
Diameter, ft	70	70
SWD, ft	28.5	28.5
Solids retention time, days	34.4	21.1

Solids Handling (Dewatering) Facilities. Ultimate solids handling facilities are assumed to be located onsite and include chemical conditioning and two 2-meter belt presses. The belt presses would discharge onto conveyor belts leading to sludge storage hoppers for truck loading and transport. Other methods for dewatering such as centrifuges, could also be implemented.

As an alternative to onsite solids handling, dewatering and storage, solids from the digesters could be pumped offsite to a location for handling, dewatering, storage, and transport. These alternative improvements were not considered in this analysis.

Outfall. The present single port, 30-inch Plant outfall is scheduled to be replaced by the OLSO. The outfall is to be replaced with an extended outfall pipe and diffuser and second single port outfall (to pass flows at high river stages without pumping). Under this analysis, it was assumed that the scheduled outfall project would be modified to convey ultimate ADWF flows of 25 mgd. The modifications to accommodate higher flows are as follows:

- Installation of a larger (approximately 48-inch diameter) outfall pipe.
- Diffuser riners installed to accommodate up to 8-inch diffusers; diffuser sizes to be incrementally increased with flow.
- Diffuser length extended as required for a maximum ADWF of 25 mgd with some ports closed initially.
- Installation of a larger single port outfall to pass flows at high river stages without pumping.

Costs shown for the river outfall and diffuser in this memorandum include the total cost for the needed modifications, i.e. the costs are not the incremental cost above those for the scheduled modifications to the existing outfall. Outfall costs for ADWF flows from 9 mgd to 25 mgd are shown to be the same. Similar costs are shown because it is assumed that the outfall pipes and diffusers would initially be constructed for ultimate flows with staged construction required to add/open diffuser ports and change diffuser sizes. The cost for incremental work to add diffusers is considered nominal compared to the initial costs and is therefore not shown in the cost table.

Construction Phasing. Facility layouts and costing are based on general construction phasing as follows:

1. Construct new headworks facility including 2 vortex grit removal units.

2. Construct up to two modules of primary and secondary treatment trains before demolishing existing plant facilities indicated in Item 3.
3. Demolish existing primary clarifiers and aeration basins, and salvage the two existing final clarifiers.
4. Complete phased construction of the facilities as shown on Figure 1.

The number of facilities that would be constructed under each 5 mgd expansion is shown in Table 5.

Table 5 OLSD Expansion Requirements					
Total Expanded Plant ADWF Capacity (mgd)		9	14	20*	25
ADWF Capacity per Added Unit (mgd)	Unit added	Number of Additional Units Required to Reach Capacity			
9	Preliminary Treatment	2	--	1	--
5	Primary Clarifier	1	1	2	1
5	Aeration Basin	1	1	2	1
5	Final Clarifier	2	2	2	2
5	Blower Expansion	1	1	2	1
5	Effluent Filters	2	1	2	1
5	UV Disinfection	2	1	1	1
12.5	DAF Thickener	1	1	--	--
12.5	Anaerobic Digesters**	1	1	--	--
12.5	Belt Filter Presses	1	1	--	--

\*At 20 mgd Plant capacity the existing treatment plant will be demolished and two 5 mgd trains will be constructed (i.e. 14-4+2x5 = 20 mgd).

\*\*To be built in pairs of one primary and one secondary.

## Flow Diversion and Conveyance Facility Requirements

Following is a description of the assumptions, findings, and improvements required for diverting wastewater flows from the Kellogg Creek Treatment Facility, and from two segments (areas) in the City of Gladstone that are not currently served by the OLSD plant.

From Kellogg Creek Treatment Facility. Regarding intercept and diversion of wastewater flow from the City of Milwaukie, it was determined that the most cost effective method is to intercept flows at the influent side of the Kellogg Creek Treatment Facility. At this location a new flow diversion, flow metering structure and pumping station would be constructed. The conveyance system downstream of the pumping station would consist of a combination of force main(s) and gravity sewer(s). The ground elevation (grade) between the Kellogg Treatment Facility and the OLSD Plant would require a force main to about Park Avenue (distance equals approximately 4,300 feet). From Park Avenue the flow could be conveyed by gravity to the Plant (distance equals approximately 3,400 feet).

For the purpose of developing costs under this analysis, conveyance facilities were sized for 5 mgd average dry weather flow (ADWF) increments beginning at 5 mgd and increasing to 20 mgd. Since pumping stations and conveyance systems are designed for peak flows a peaking factor of 3.0 was applied to the ADWF's. A current peaking factor of 3.26 was reported in the December 1992 North Clackamas Service Area and City of Milwaukie Sewerage Facilities Plan. This 1992 Plan reports that with continued collection system improvements, the peaking factor is estimated to decline to 2.7. A peaking factor of 3.0 was used in this analysis as an interim number. Table 6 identifies the approximate conveyance facility sizes for the various flow increments.

<p align="center"><b>Table 6</b>  <b>Conveyance System from Kellogg Creek Treatment Facility</b></p>				
ADWF (mgd)	Peak Flow (mgd)	PS Capacity (mgd)	Number of Force Main(s)* and Size (inches)	Number of Gravity Sewer(s)* and Size (inches)
5	15	15	1-24 and 1-30	1-30 and 1-36
10	30	30	1-24 and 1-30	1-30 and 1-36
15	45	45	1-24 and 1-30	1-30 and 1-36
20	60	60	1-24 and 1-30	1-30 and 1-36

\*Size indicated assumes ultimate flow diversion capacity in force main(s) and gravity sewer(s) of 60 mgd (corresponds to 20 mgd ADWF). If ultimate flow diversion is 45 mgd (corresponds to 15 mgd ADWF), force main(s) and gravity sewer(s) reduce to one 20-inch and one 24-inch and one 24-inch and one-36-inch, respectively.

From City of Gladstone. Sanitary wastewater flows from the City of Gladstone are currently divided into three segments that are treated by three separate treatment facilities. Table 7 lists each segment, the treatment facility providing service, and the approximate flow for each segment.

Table 7 Existing Gladstone Service Provider and Wastewater Flows					
Gladstone Segment Description	Facility Providing Treatment	Wastewater Flows* (mgd)			
		1995 Reported		Buildout	
		ADWF	Peak	ADWF	Peak
Center West	Oak Lodge	.28	.84	.35	1.05
North	Kellogg Creek	.26	.78	.33	1.00
Southeast	Tri-City	1.12	3.4	1.40	4.20

\* Wastewater flow information is based on review of the Oak Lodge Sanitary District 1992 Master Plan and the Tri-City Service District December 1995 Sewerage Master Plan. Buildout flows are based on those reported for 1995 times a factor of 1.25.

The work effort included the analysis of transferring all of the flow from the Gladstone North and the Gladstone Southeast segments to an expanded OLSD Plant. Conveyance of these flows would be through existing and/or additional force mains and gravity sewers.

The budget established for the work effort would not allow for a comprehensive analysis of the existing Oak Lodge collection system. Accordingly, a determination of the available capacity in the existing collection system that could be allocated to conveyance of flows from Gladstone was not made. Based on a cursory review of the Oak Lodge collection system, it was noted that some of the existing sewers have available capacity, but others do not and in fact, are surcharged during high flow periods.

Based on the cursory review of the collection system, the following assumptions were developed to estimate conveyance system requirements for transferring flows from the Gladstone North and Gladstone Southeast segments:

- Gladstone North: Assumes that a new 10-inch diameter relief sewer is required for approximately one third of the distance from the service segment to the expanded OLSD Plant. It is assumed that for two thirds

of the distance the existing collection system has available capacity to convey this additional flow.

- Gladstone Southeast: The flow from this service area is significant. Therefore, the assumption is made that diversion of this flow to an expanded OLSD Plant would require a new conveyance system for the entire distance from the Gladstone Pump Station near Barton Avenue and Clackamas Blvd. to the OLSD Plant (assumed to be a distance of approximately 23,000 feet). Further, based on a cursory hydraulic review, it is assumed that this conveyance system would consist of a short reach of force main with the remaining reaches being a 20-inch diameter gravity sewer.

**ORDER-OF-MAGNITUDE COSTS**

The following Tables 8, 9 and 10 contain order-of-magnitude costs for phased expansion of the OLSD Plant and the collection system improvements. The costs shown in the tables are in 1997 dollars with an ENR Building Cost Index of 3385 and include the indicated allowance for engineering, legal and administrative costs.

<p align="center"><b>Table 8</b>  <b>Oak Lodge Treatment Plant Expansions</b>  <b>Order-of-Magnitude Costs (10/10 Effluent Scenario<sup>1</sup>)</b></p>				
Total Expanded Plant ADWF Capacity, mgd	9	14	20	25
General Requirements & Site Work	\$2,750,000	\$4,076,000	\$11,620,000	\$13,700,000
Influent Pumping & Headworks	\$3,200,000	\$3,900,000	\$6,600,000	\$7,300,000
Primary Clarifiers & Sludge P.S.	\$1,300,000	\$2,600,000	\$5,200,000	\$6,500,000

<b>Table 8</b> <b>Oak Lodge Treatment Plant Expansions</b> <b>Order-of-Magnitude Costs (10/10 Effluent Scenario<sup>1</sup>)</b>				
Total Expanded Plant ADWF Capacity, mgd	9	14	20	25
Aeration Basin Complex & Blower Facility	\$975,000	\$1,950,000	\$3,900,000	\$4,875,000
Final Clarifiers & Sludge P.S.	\$1,605,000	\$3,210,000	\$4,815,000	\$6,420,000
UV Disinfection	\$1,200,000	\$1,800,000	\$2,400,000	\$3,000,000
Effluent Filters	\$1,810,000	\$2,715,000	\$3,620,000	\$4,525,000
Anaerobic Digester Complex	\$5,100,000	\$10,200,000	\$10,200,000	\$10,200,000
Solids Processing Facility	\$5,250,000	\$10,500,000	\$10,500,000	\$10,500,000
Electrical, Instrumentation, Heating & Ventilation	\$2,700,000	\$4,500,000	\$7,000,000	\$8,000,000
River Outfall and Diffuser	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000

<p align="center"><b>Table 8</b>  <b>Oak Lodge Treatment Plant Expansions</b>  <b>Order-of-Magnitude Costs (10/10 Effluent Scenario<sup>1</sup>)</b></p>				
Total Expanded Plant ADWF Capacity, mgd	9	14	20	25
Land Costs	\$1,654,000	\$1,654,000	\$1,654,000	\$1,654,000
Sub-total	\$28,944,000	\$48,505,000	\$68,909,000	\$78,074,000
Engineering, Legal & Admin. (25%)	\$7,236,000	\$12,130,000	\$17,230,000	\$19,950,000
<b>TOTAL</b>	<b>\$36,180,000</b>	<b>\$60,630,000</b>	<b>\$86,140,000</b>	<b>\$97,590,000</b>

Notes:

1. For the 20/20 effluent scenario, the effluent filters are eliminated and the size of the anaerobic digesters are increased slightly. These revisions result in the following total costs: \$34,042,500 (9 mgd), \$57,487,500 (14 mgd), \$81,861,250 (20 mgd), and \$92,186,250 (25 mgd).
2. Table 8 includes costs for odor control facilities, such as covering and scrubbing the air from the headworks, primary clarifiers, digesters and thickening/dewatering facilities. The costs also include general site mitigation improvements, i.e. facility architectural enhancements, plantings for site buffering and partial burying of some of the improvements.
3. If an increased level of site and odor mitigation is desired, the above costs should be increased by 15-20% to allow for all open structures to be covered and additional screening and burying of facilities.

<b>Table 9</b> <b>Kellogg Creek Facility Flow Diversion and Conveyance</b> <b>Order-of-Magnitude Costs*</b>				
Facility	ADWF Capacity			
	5 mgd	10 mgd	15 mgd	20 mgd
Kellogg Facility Flow Diversion, Metering and Pumping	\$4,000,000	\$4,400,000	\$4,800,000	\$5,200,000
Force Main(s) and Gravity Sewer(s)	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000
Sub-total	\$8,500,000	\$8,900,000	\$9,300,000	\$9,700,000
Engineering, Legal & Administrative (25%)	\$2,125,000	\$2,225,000	\$2,325,000	\$2,425,000
<b>TOTAL</b>	<b>\$10,625,000</b>	<b>\$11,125,000</b>	<b>\$11,635,000</b>	<b>\$12,125,000</b>

\*Costs shown are based on the assumption that initial construction will include facilities for an ultimate conveyance capacity (60 mgd). If ultimate flow diversion from Kellogg is 45 mgd (corresponds to ADWF of 15 mgd), total costs are reduced as follows: \$10,125,000 (5 mgd), \$10,625,000 (10 mgd), and \$11,135,000 (15 mgd).

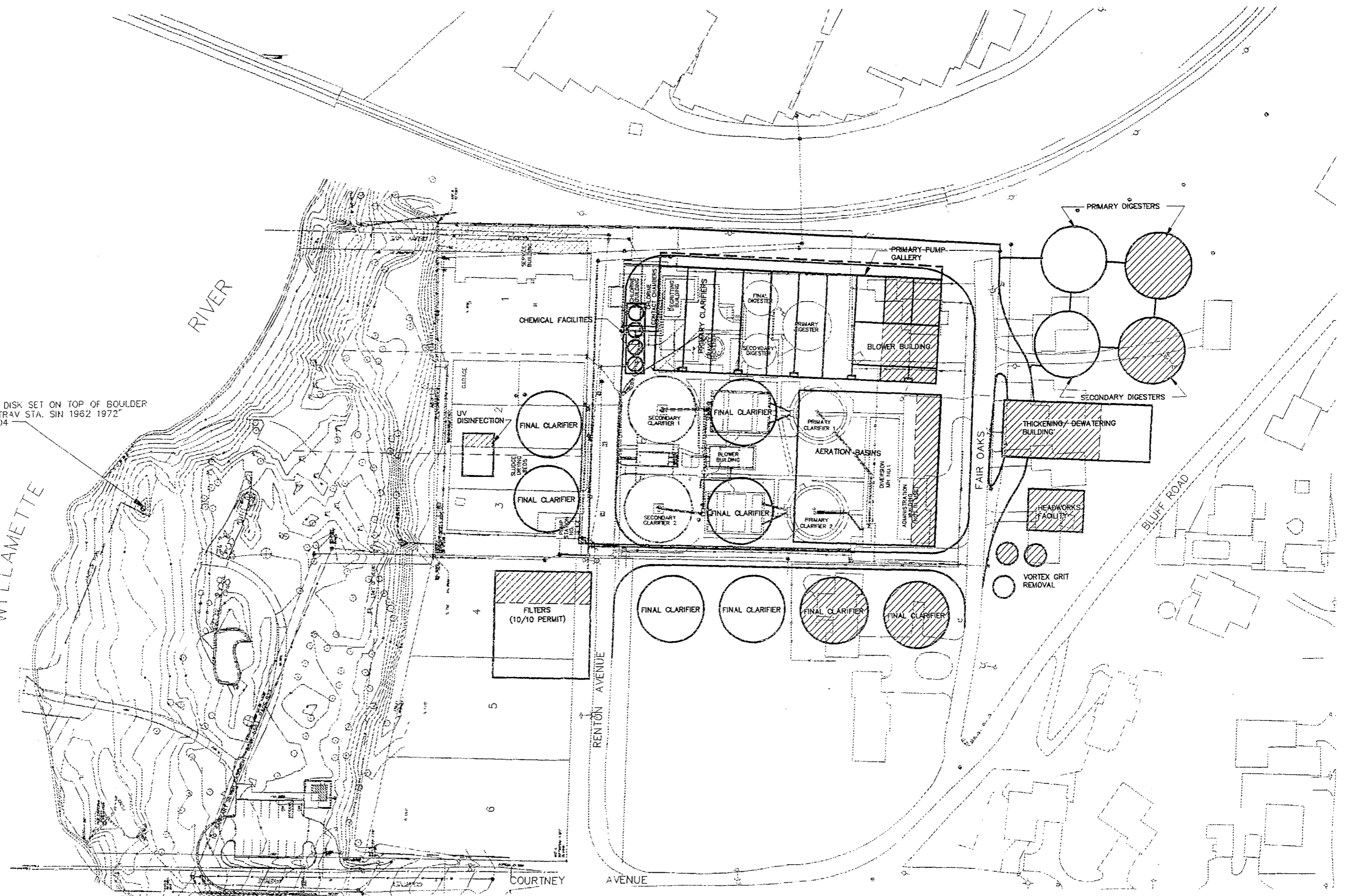
<b>Table 10</b> <b>City of Gladstone Flow Diversion and Conveyance</b> <b>Order-of-Magnitude Costs</b>		
Gladstone Service Segment	ADWF Capacity	
	1995 Reported	Buildout
North	\$1,000,000	\$1,000,000
Southeast	\$5,000,000	\$5,000,000
Sub-total	\$6,000,000	\$6,000,000
Engineering, Legal & Administrative (25%)	\$1,500,000	\$1,500,000
<b>TOTAL</b>	<b>\$7,500,000</b>	<b>\$7,500,000</b>

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


BM: BRASS DISK SET ON TOP OF BOULDER  
 "USC&GS TRAV STA. SIN 1962 1972"  
 ELEV. = 22.04

WILLAMETTE RIVER

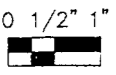


**SITE PLAN**  
 SCALE: 1" = 50'-0"

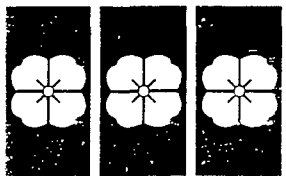
- NOTES: 1. FACILITIES INDICATED PROVIDE 25 MGD ADWF OF 10/10 TREATMENT CAPACITY.  
 2.  INDICATES FIRST EXPANSION, PROVIDES 9 MGD ADWF OVERALL CAPACITY.

**FIGURE 1**  
**OAK LODGE SANITARY DISTRICT**  
**EXPANDED WASTEWATER TREATMENT PLANT**



WARNING  
 0 1/2" 1"  
  
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

CITY OF



MILWAUKIE

MEMORANDUM

November 5, 1997

TO: Mayor and City Council

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

FROM: Jim Brink, Public Works Director *JEB 11-17-97*

SUBJECT: Telemetry System Improvements for Water and Sanitary Sewer

**Action Requested:** That Council grant the City Manager authority to sign a personal services contract with Technical Systems Incorporated (TSI) to design and install a computerized telemetry system for water and sewer.

**Purpose:** Provide information on the proposed telemetry system improvement and request Council grant the City Manager authority to sign a personal services contract with TSI to design and install a computerized, digital telemetry system for water and sewer. A personal services contract (PSC) is at Attachment A.

**Background:**

1. The existing city telemetry system is an outdated tone equipment system. When this system fails, it is difficult and sometimes impossible to find repair parts. Additionally, the system is extremely limited in capability. For example, it will report that the sewer system has a problem but not specifically what or where. Therefore, personnel may have to investigate all four lift stations to find the problem.
2. Over the past three years both the Water and Sewer Divisions have set aside funds for the replacement of the telemetry system because of its age and limited functionality.
3. On July 11, 1997 the city requested Statements of Qualifications from design-build consultants for the design and installation of a digital telemetry system. RFQs were opened on August 15th. The only response was from TSI. Staff verified that TSI had completed numerous similar telemetry systems in the past 5 years for cities such as Wilsonville and Keiser. Both cities expressed a very positive opinion of TSI's capabilities and products. In accordance with OAR 125-65-060 (Formal Selection Procedure), staff selected TSI and began contract negotiations to include tasks, staffing, schedule and price. The resulting PSC is at Attachment A.

**Discussion:**

1. A Supervisory Control and Data Acquisition (SCADA) system provides the system instrumentation and control necessary for the city to control, monitor, and operate the water and sanitary sewer systems. Water includes both quantity and quality while sewer involves quantity. Clackamas River Water has a similar telemetry system.
2. The scope of the proposed SCADA system and an area map are at Attachment B. The water system involves nine (9) sites to include wells, pump stations, and treatment plants. The sewer system involves four (4) lift stations. The proposed location for the Master Terminal Unit (MTU) is the Public Works complex on Johnson Creek Blvd.

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

a. The total project involves six phases (A through F). The scope of work of the attached contract only includes Phase A (Detailed Design and SCADA System Procurement). Phases B-F will be handled as contract amendments because it is not possible to reasonably estimate the value of services associated with Phase B-F until the system design is complete. OAR 125-65-060 (13) authorizes such amendments.

b. The six project phases are listed below:

<u>Phase</u>	<u>Scope of Work</u>	<u>Estimated Cost</u>
A	<b>Detailed Design and SCADA System Procurement</b>	<b>\$146,972***</b>
B	System Installation	\$71,610
C	Application Software Development and System Configuration	\$54,480
D	Testing and Startup	\$37,920
E	Training	\$9,555
F	Operations/Maintenance Manuals, Technical Support, and Warranty	<u>\$3,150</u>
		\$323,687

\*\*\* Currently in project contract. Other phases to be added by amendent after completion of system design

c. There are three alternate items that may selected by the City if Phase A determines the item to be in the best interest of the City. These items, if selected, would also be added to the contract through amendment.

<u>Item</u>	<u>Scope of Work</u>	<u>Estimated Cost</u>
1	Implement Radio Communications	\$36,000
2	Make Other System Improvements	\$43,131
3	Document Existing Facilities	\$15,105

3. What is a digital telemetry system? It is composed of a central monitoring and control station known as the Master Terminal Unit (MTU) and a number of remote operational stations where Remote Terminal units are installed. The MTU is a computer and appropriate software that communicates with and collects data from the RTUs. The MTU and RTUs transmit data back and forth, providing monitoring information or control instructions such as the quantity of water pumped at a specific well site or the starting and stopping of a pump.

4. How do the MTU and RTU communicate? By phone, radio or a combination of the two. Staff proposes radio for two main reasons: reliability of communications and reduced costs over time because monthly phone charges are eliminated and communications maintenance requirements are greatly reduced. Radio communications requires an analysis to determine if line of sight communication is feasible among all sites. It is anticipated that most sites will be accessible via an antenna placed on top of the elevated reservoir. The installation of a six (6) foot long antenna at all sites would also be part of the project. One or more of the sewer lift stations may be a problem because of their location.

5. What are the advantages of a digital telemetry system? Easier access to critical data, access to more data, reduced maintenance and operating costs, more efficient operation of the water and sewer systems, quicker response to problems, ability to identify and repair a problem before it becomes catastrophic or more costly, and more efficient use of crew time.

6. What will it take to install a digital telemetry system? TSI will provide project management, system design, system configuration and installation, and training. The projected tasks and deliverables for Phase A are shown at Attachment A (Exhibit A pgs A-4 and A-5). The projected tasks and deliverables for Phases B-F will be included in the relevant contract amendment.

7. What are the estimated costs for implementing the proposed telemetry system? \$323,687 for the base telemetry system and \$36,000 for radio. A spreadsheet showing the specific costs by site is at Attachment C. **Telemetry hardware** is hardware (such as MTU and RTUs) and software, **field devices with labor** are monitoring and data collection devices and the time to install the devices, **integration labor** includes system design and integration, project management, testing and startup, training, and O&M procedures and manuals, and **electrical installation** is the cost of wiring the telemetry hardware and field devices.

8. What are the areas of potential cost savings? Electrical, repair and maintenance, telephone, and less personnel time when responding to a system alarm.

9. What are the potential benefits in addition to monetary savings? Fewer unnecessary responses to alarms, less crew time to check system or gather data, quicker identification of a system problem, more information available when making decisions on how to improve system performance, increased safety when responding to a chlorine leak, and better coordination with adjacent water providers.

10. What is the expected life of the proposed system? The proposed system has an expected life of 25 years; however, hardware and software upgrades are inevitable.

11. Schedule

a. Notice to Proceed	Nov 19
b. Complete design and procure materials	Jan 28
c. System Installation	May 20
d. Application Software & Configuration	May 6
e. Testing & startup	Jun 17
f. Training	Jun 24
g. Warranty (1 yr) Begins	Jun 18

**Fiscal Impact:**

a. \$114,639 from budget line 31-7530, Capital Projects Water and \$32,333 from budget line 32-7532, Capital Projects Sewer for Phase A. The total cost for Phase A is \$146,972.

b. \$279,687 from budget line 31-7530, Capital Projects Water and \$80,000 from budget line 32-7532, Capital Projects Sewer for all project Phases and Alternate Item 1 (Implement Radio Communications).

c. The total estimated project cost is greater than the estimated cost in the FY97-98 CIP (\$180,000 for Water and \$25,000 for Sewer) because at the time the CIP estimate was made staff did not have a very good feel for costs in such a specialized field.



# **CITY OF MILWAUKIE, OREGON**

## **PERSONAL SERVICES CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_th day of \_\_\_\_\_, 1997 by and between the CITY OF MILWAUKIE, a municipal corporation of the State of Oregon, hereinafter called CITY, and Technical Systems Incorporated, hereinafter called CONSULTANT.

### ***WITNESSETH:***

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

WHEREAS, City Manager has determined that Technical Systems Incorporated 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:***

CONSULTANT agrees to complete work which is detailed in CONSULTANT'S Scope of Work, which is attached as EXHIBIT "A" and by this reference made a part hereof.

**2. *EFFECTIVE DATE AND DURATION:***

This agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on June 30, 1998. All work under this agreement shall be completed prior to the expiration of this agreement.

**3. *COMPENSATION:***

CITY agrees to pay CONSULTANT up to \$146,972.00 for performance of those services provided herein. Payments by CITY to CONSULTANT shall be based upon the following applicable terms:

- i. Payment will be made in installments based on CONSULTANT's invoice, subject to the review and acceptance by the Project Manager.
- ii. Payment by CITY shall release CITY from any further obligation for payment to CONSULTANT. The services are services performed or expenses incurred as of the date of the statement of services. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- iii. The CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. **OWNERSHIP OF WORK PRODUCT:**

CITY shall be the owner of and shall be entitled to possession of any and all work products of CONSULTANT which result from this agreement, including any computations, plans, correspondence or other pertinent data and information gathered by or computed by CONSULTANT prior to termination of this agreement by CONSULTANT or upon completion of the work pursuant to this agreement.

5. **ASSIGNMENT/DELEGATION:**

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

6. **STATUS OF CONSULTANT AS INDEPENDENT CONSULTANT:**

CONSULTANT certifies that:

- i. CONSULTANT acknowledges that for all purposes related to this Agreement, CONSULTANT is and shall be deemed to be an independent Consultant 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; and, furthermore, in the event that CONSULTANT is found by a court of law or any administrative agency to be an employee of CITY for any purpose, CITY shall be entitled to offset compensation due, to demand repayment of any amounts paid to CONSULTANT under the terms of this Agreement, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as a result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or to a third party) as a result of said finding.
- ii. The undersigned CONSULTANT 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 CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

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

CONSULTANT and its employees, if any, are not active members of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- iii. CONSULTANT certifies that it currently has a City of Milwaukie Business License or will obtain one prior to delivering any services under this agreement.

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7. **INDEMNIFICATION:**

CITY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT 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 CONSULTANT's work by CITY shall not operate as a waiver or release.

CONSULTANT 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.

8. **INSURANCE:**

CONSULTANT and its subConsultants 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 CONSULTANT's activities or work hereunder, including the operations of its subConsultants 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 CONSULTANT and its subConsultant 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
Property damage	Per occurrence, \$250,000

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.

**9. WORKERS' COMPENSATION INSURANCE COVERAGE:**

CONSULTANT, its subConsultants, 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.

CONSULTANT'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 CONSULTANT's liability hereunder. Notwithstanding said insurance, CONSULTANT shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**10. METHOD OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:**

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

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

CONSULTANT:  
Technical Systems Incorporated  
2303 196th SW Unit B  
Lynnwood, Washington 98036

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

**11. 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.

**12. 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 to CONSULTANT. If CITY terminates the contract pursuant to this paragraph, it shall pay CONSULTANT for services rendered to the date of termination.

**13. TERMINATION WITH CAUSE:**

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

**A.** CITY may terminate this agreement effective upon delivery of written notice to CONSULTANT, or at such later date as may be established by CITY, under any of the following conditions:

- I. if CITY funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- II. if federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement.
- III. if any license or certificate required by law or regulation to be held by CONSULTANT, its subConsultants, agents and employees to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- IV. if CONSULTANT becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against CONSULTANT, if a receiver or trustee is appointed for CONSULTANT, or if there is an assignment for the benefit of creditors of CONSULTANT.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**B.** CITY, by written notice of default (including breach of contract) to CONSULTANT, may terminate the whole or any part of this agreement:

- I. if CONSULTANT fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- II. if CONSULTANT fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in

accordance with its terms, and after receipt of written notice from CITY, fails to correct such failures within ten (10) days or such other period as CITY may authorize.

The rights and remedies of CITY provided in the above clause related to defaults (including breach of contract) by CONSULTANT shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

If CITY terminates this agreement under paragraph (B), CONSULTANT shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this agreement as the services satisfactorily rendered by CONSULTANT bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by CITY due to breach of contract by CONSULTANT. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**14. ACCESS TO RECORDS:**

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

**15. FORCE MAJEURE:**

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

**16. NON-WAIVER:**

The failure of CITY to insist upon or enforce strict performance by CONSULTANT 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.

**17. NON-DISCRIMINATION:**

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

**18. EXTRA (CHANGED) WORK:**

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

**19. ERRORS:**

CONSULTANT 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.

**20. WARRANTIES:**

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

**21. 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.

**22. APPLICABLE LAW:**

CONSULTANT 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.

**23. CONFLICT BETWEEN TERMS:**

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

**24. AUDIT:**

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

**25. 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.

**26. 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. CONSULTANT, 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 CONSULTANT has executed this agreement on the date hereinabove first written.

CITY (CITY OF MILWAUKIE)

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

CONSULTANT (Technical Systems Incorporated)

By: \_\_\_\_\_ George Nelson, President/CEO

(12)

**EXHIBIT A****1. General**

The scope of work shall include the services and materials necessary to accomplish the objective of the project as stated in CITY's "Request For Qualifications Design/Build Services Telemetry System Improvement" and the outline of services described in "EXHIBIT A".

CITY may elect to have additional work performed in this project. Should CITY elect to direct the CONSULTANT to perform such additional work they may do so at any time during the duration of this contract. Additional work may include, but is not limited to, system installation, application software development and system configuration, testing and startup, training, operations and maintenance manuals, technical support and warranty, radio communications, system improvements, and documentation of existing facilities.

2. **Payment.** CONSULTANT shall be paid by CITY for completed work for services rendered under this Agreement, as stated in the Personal Services Contract, section COMPENSATION. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

A. Payment for work accomplished under the terms of this Agreement shall be paid on a time and materials basis in accordance with the schedule of costs as detailed in "EXHIBIT A", attached hereto and incorporated herein by this reference. In no event shall the payment for work, labor, materials, supplies, equipment and incidentals provided pursuant to this part of the Agreement exceed the sum of

**One Hundred Forty Six Thousand, Nine Hundred Seventy Two dollars (\$146,972.00).**

## SCOPE OF WORK

### Milwaukie Water and Sewer Telemetry System Improvements

#### **OBJECTIVE**

A reliable Supervisory Control and Data Acquisition (SCADA) system provides water system instrumentation and control necessary for CITY to provide required water quantity and maintain water quality and manage the sewer collection system. The SCADA System as shown on the attached SCADA SYSTEM BLOCK DIAGRAM (Drawing E-01) for the Milwaukie Water and Sewer Telemetry System Improvement project replaces out-dated tone equipment with a computerized system. CONSULTANT shall provide labor, material, tools, equipment and services required to complete the design of the SCADA system as indicated by Exhibit A.

The project scope consists of general project management and final design of the system including components to be located at the Public Works Facility and the noted remote sites.

The SCADA system shall be designed by CONSULTANT to be an integrated system composed of components specifically designed for use with control, monitoring, and operation of pumps, valves, instruments, and other water and sewer system process equipment. Components shall be standard, catalog-listed products, new and free of defects. City may opt to have CONSULTANT provide and configure the designed system as an integrated and complete system as required for proper operation of the water and sewer SCADA system. CONSULTANT shall design the system to include the required components for interfacing existing and new equipment with the new SCADA system.

Materials and equipment specified for this project shall be listed by a nationally recognized testing laboratory for the purpose for which they are used and shall bear the appropriate testing laboratory label. Electrical equipment and shall comply with applicable provisions of the National Electrical Code (NEC), the Occupational Safety and Health Act (OSHA), and Federal, State, and local ordinances, rules and regulations.

#### Progress Meetings

The meetings shall be held on a periodic basis in accordance with an agreed-upon schedule. Whenever practical, matters bearing on the progress and performance of the work since the preceding progress meeting shall be discussed and resolved, including previously unresolved matters, deficiencies in the work or the methods being employed, problems or delays which may be encountered, and ways to continuously improve project quality and progress.

#### Submittals

A preliminary and a final design submittals shall be made to CITY with a letter of transmittal. Each submittal shall include three (3) copies of all information to CITY. One (1) reviewed copy



will be returned to CONSULTANT. It shall be CONSULTANT's responsibility to copy and/or conform reviewed submittal information in sufficient numbers for its files.

Submittal Review

After submittal review by CITY, the material will be returned to CONSULTANT with review comments clearly marked on the submittal document or in a separate cover letter.

Favorable review does not constitute acceptance by CITY of any responsibility for the accuracy, coordination, and completeness of the Drawings or the items of equipment represented on the Drawings. Accuracy, coordination, and completeness of the Drawings shall be the sole responsibility of CONSULTANT, including responsibility to back check review. Acceptance shall be considered to mean merely that CITY has no objection to CONSULTANT using, upon their own responsibility, the plan or method of work proposed.

## PHASE A - BASE PROPOSAL

### Milwaukie Water and Sewer Telemetry System Improvements

The project will consist of the tasks described as follows. The project shall include completion of the communications system analysis (to determine the applicability of radio communications equipment as the communications medium for this project) and final system design based on the results of this communications system analysis.

#### PHASE A) DETAILED DESIGN:

This Phase includes:

- Review of the Scope of Telemetry System Improvements (Pre-design Report prepared by Murray, Smith & Associates).
- Development of project schedule.
- Attend and conduct a Design Meeting to finalize the design.
- Define specific water and sewer SCADA system operations, monitoring and control, alarming, data collection and report generation requirements.
- Component review and selection.
- Review of System Software requirements.
- Final selection of SCADA system operator interface software.
- Final selection of alarm dialer software.
- Final selection of remote access software.
- Final materials and system component selection.
- Attend and conduct an onsite Design Coordination meeting with City staff.
- Perform the Communications Analysis.
- Implementation of the recommendations contained in the Communications Analysis technical memorandum into the final design.
- Finalized RTU input/output list (per site).
- Preparation of design drawings.
- Development of design drawings submittal.
- Review of returned submittal.
- Procurement of SCADA system hardware and software components (excluding miscellaneous field devices provided by the Installation Contractor).
- Preparation of SCADA System for Factory Test.

**Phase A: Deliverables**

- Project schedule.
- Radio path profiles and path loss calculations.
- Frequency coordination results.
- Communication Analysis technical memorandum.
- Revised SCADA System Block Diagram drawing (incorporating the agreed upon recommendations of the Communications Analysis).
- Control System Definition technical memorandum (defines specific requirements of system operations, monitoring and control requirements, alarm handling, data collection and report generation requirements).
- Meeting minutes.
- Bill of Materials of all components and system software.
- Bill of Materials shall include quantities, with component part number and options designated. Additionally, the Bill of Materials shall include the name of the manufacturer, the supplier name and phone number.
- Final site RTU input/output lists.
- Panel arrangement drawings showing panel front and internal-mounted instruments, panel mounting details, switches, devices, name plate list, and equipment layout.
- System schematic diagrams with components indicated.
- Instrument loop drawings per CONSULTANT standard format.
- Instrument and equipment installation drawings.



Schedule of Costs

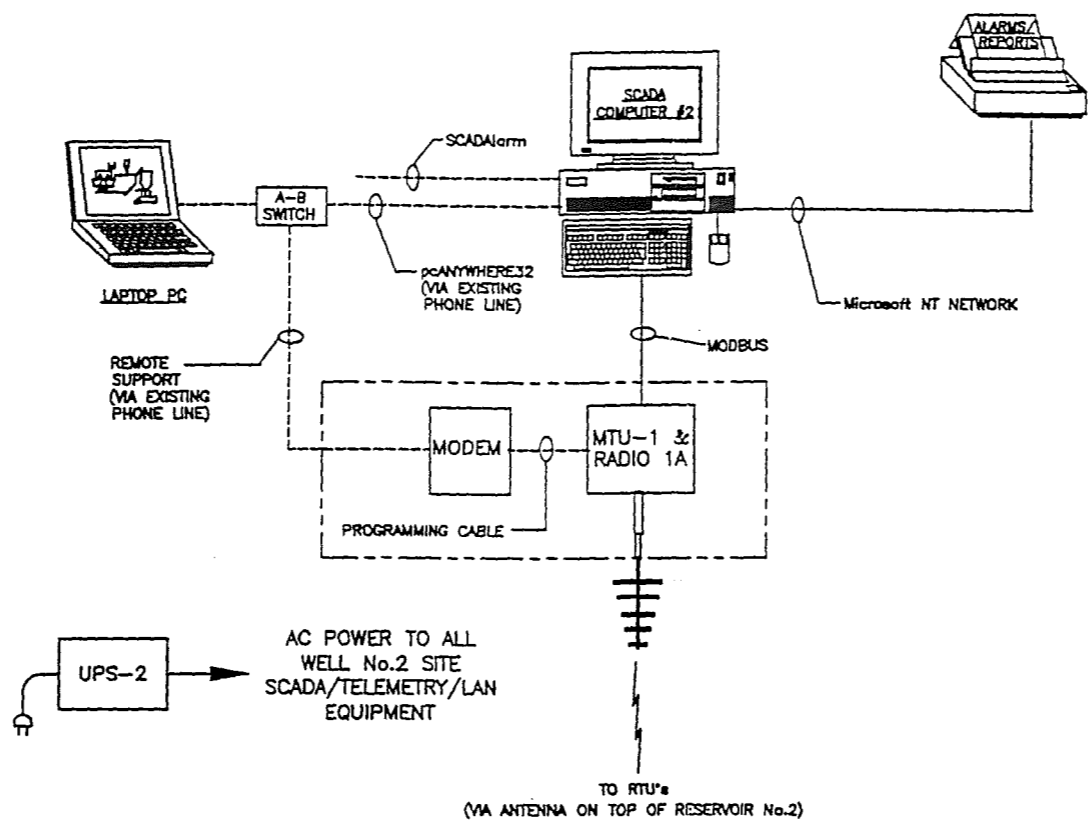
item	Lot/Hours	Lot Price/Hourly Rate	Cost
Labor	342 hours	\$ 70.00	\$ 23,940.00
Perform the Communications Analysis.	1 lot	\$ 3,000.00	\$ 3,000.00
Hardware costs	1 lot	\$ 105,472.00	\$105,472.00
SCADA system, preparation for factory test	178 hours	\$ 70.00	\$ 12,500.00
Miscellaneous	1 lot	\$ 2,060.00	\$ 2,060.00
			\$146,972.00

Milwaukie cost breakout

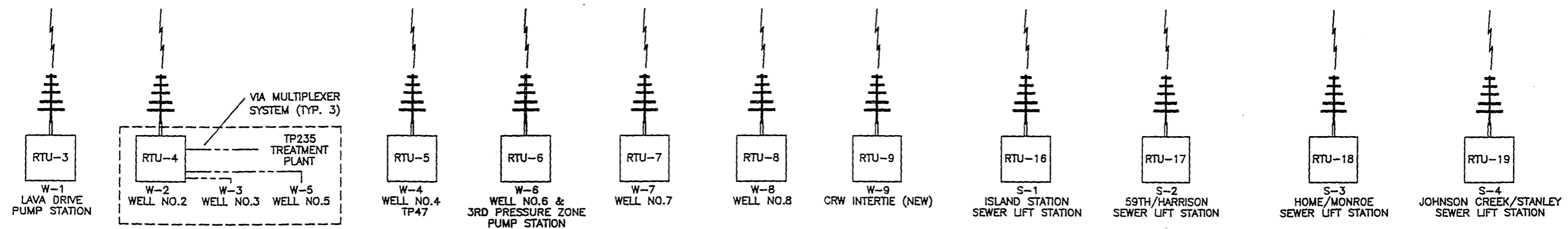
18

Site name	Site #	Telemetry hardware total	Field devices with labor	Integration labor		Electrical installation	Totals
Public Works		\$32,348		\$37,243	30%	\$17,983	\$87,574
W-1 Lava drive	RTU-3	\$5,058	\$1,550	\$5,823	5%	\$2,812	\$15,243
W-2, W-3, W-5, wells 2,3,5	RTU-4	\$19,320	\$11,060	\$22,243	18%	\$10,740	\$63,364
W-4, Well 4, TP47	RTU-5	\$8,066	\$3,220	\$9,286	7%	\$4,484	\$25,057
W-6, Well 6 & 3rd.zone P.S.	RTU-6	\$7,854	\$6,650	\$9,042	7%	\$4,366	\$27,913
W-7, Well 7	RTU-7	\$4,371	\$230	\$5,032	4%	\$2,430	\$12,063
W-8, Well 8	RTU-8	\$4,221	\$2,790	\$4,860	4%	\$2,347	\$14,217
W-9, CRW Intertie	RTU-9	\$4,879	\$5,300	\$5,617	5%	\$2,712	\$18,509
S-1 Island station	RTU-16	\$5,959	\$100	\$6,861	6%	\$3,313	\$16,232
S-2 59th. & Harrison	RTU17	\$5,284	\$200	\$6,084	5%	\$2,938	\$14,505
S-3 Home & Monroe	RTU-18	\$5,284	\$200	\$6,084	5%	\$2,938	\$14,505
S-4 Johnson Creek & Stanley	RTU-19	\$5,284	\$200	\$6,084	5%	\$2,938	\$14,505
		\$107,928	\$31,500	\$124,259	100%	\$60,000	\$323,687
					Base total		\$323,687
					Add for radio		\$36,000
					Grand total		\$359,687

PUBLIC WORKS FACILITY



SCADA RADIOS: DUAL REDUNDANT REPEATER RADIOS (No.1B & No.1C) WITH OMNI-DIRECTIONAL ANTENNAE



NO.	DATE	DESCRIPTION

REVISIONS

**TECHNICAL SYSTEMS INC.**  
 2303 196TH SW #B LYNNVILLE, VA 99036 (425) 775-5696

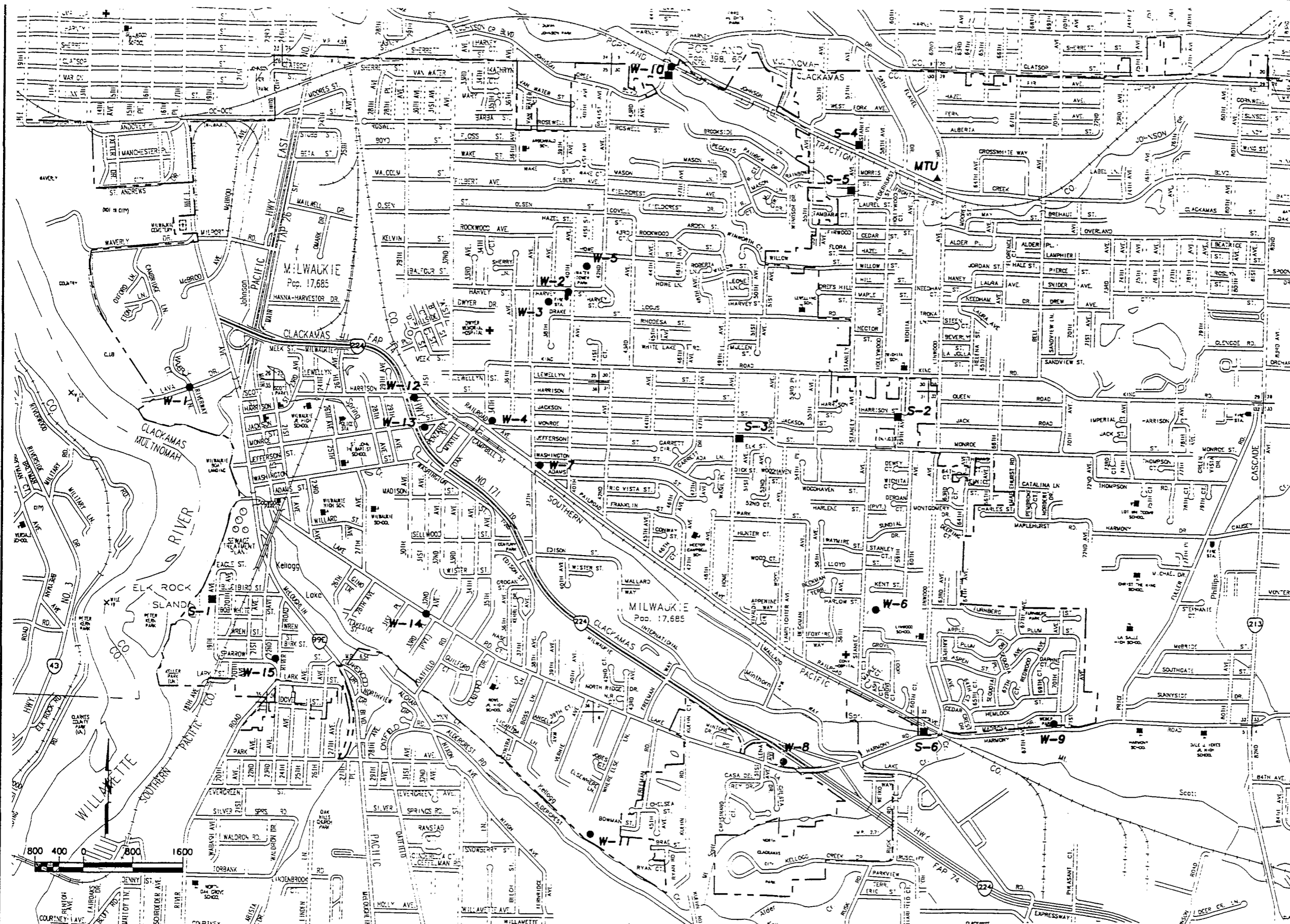
DRAWN BY: C.A.R.  
 APP'D BY: R. GEIST

CITY OF MILWAUKIE, OR  
 SCADA SYSTEM BLOCK DIAGRAM

DATE: 10/21/97  
 JOB NO.: 4970  
 DRAWING NO.:

# LEGEND

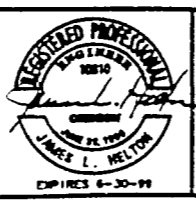
- | TELEMETRY STATION | LOCATION  |
|-------------------|---|
| MTU               | JOHNSON CREEK CENTER                                    |
| W-1               | LAVA DRIVE PUMP STATION                                 |
| W-2               | WELL NO. 2/TP235  |
| W-3               | WELL NO. 3  |
| W-4               | WELL NO. 4/TP47   |
| W-5               | WELL NO. 5  |
| W-6               | WELL NO. 6/THIRD PRESSURE ZONE PUMP STA.                |
| W-7               | WELL NO. 7  |
| W-8               | WELL NO. 8  |
| W-9               | CRW INTERTIE (NEW)                                      |
| W-10              | COP INTERTIE (FUTURE)<br>(& JOHNSON CREEK SEWAGE METER) |
| W-11              | OLWD INTERTIE (FUTURE)                                  |
| W-12              | HARRISON/HWY 224 PRV STA. (FUTURE)                      |
| W-13              | MONROE/HWY 224 PRV STA. (FUTURE)                        |
| W-14              | 33rd/LAKE PRV STA. (FUTURE)                             |
| W-15              | RIVER/SPARROW PRV STA. (FUTURE)                         |
| S-1               | ISLAND STATION SEWAGE LIFT STA.                         |
| S-2               | 59th/HARRISON SEWAGE LIFT STA.                          |
| S-3               | HOME/MONROE SEWAGE LIFT STA.                            |
| S-4               | JOHNSON CREEK/STANLEY SEWAGE LIFT STA.                  |
| S-5               | MORRIS/STANLEY SEWAGE LIFT STA. (FUTURE)                |
| S-6               | HARMONY SEWAGE METER STA. (FUTURE)                      |



NO.	DATE	BY	REVISION

NOTICE  
 0 1/2 1  
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

JLH  
 DESIGNED  
 BAH  
 DRAWN  
 JLH  
 CHECKED



**MSA** Murray, Smith & Associates, Inc.  
 Engineers/Planners  
 121 S.W. Salmon, Suite 1020  
 Portland, Oregon 97204  
 Phone (503) 225-9010  
 Fax (503) 225-9022

**CITY OF MILWAUKIE**  
**TELEMETRY SYSTEM UPGRADE**

**FIGURE 1**  
**TELEMETRY STATIONS LOCATION MAP**  
 PROJECT NO.: 94-0307.403 SCALE: AS SHOWN DATE: JULY 1997



**MEMORANDUM**  
November 21, 1997

**TO:** Mayor and City Council

**THROUGH:** Dan Bartlett, City Manager *DB*

**FROM:** Jim Brink and Mike Swanson *JEB 11-18-97*

**SUBJECT:** Proposed Intergovernmental Agreement Between the City and Clackamas River Water (CRW) Providing for the Purchase of Surplus Water from CRW

**Action Requested:** City Council approval of the Resolution (Attachment A) approving the proposed Intergovernmental Agreement between the City and Clackamas River Water (Attachment B).

**Purpose:** Provide additional information concerning the proposed IGA and request Council approval of the attached Resolution.

**Background:**

1. This agreement arose from discussions at Council work sessions on February 18, 1997 and June 3, 1997 at which the staff presented its recommendations stemming from the Water Supply Study conducted by Murray, Smith & Associates.
2. At the June 3 work session the staff recommended developing an additional source of water. Two criteria were cited as significant in reaching this recommendation. They were:
  - a. An additional source is necessary when 80% of capacity is less than the peak day demand. Eighty percent of the then current capacity was 6.7 and 5.37 mgd. Peak day demand in 1996 was 5.6 mgd. Therefore, the peak day demand for the City exceeded the 80% capacity by 230,000 gpd.
  - b. An additional source is necessary when the loss of the most productive well would render a supply less than the peak day demand. The then current capacity was 6.7 mgd, and capacity of the most productive well (#7) is 1.28 mgd, resulting in a daily production (5.42 mgd) less than the peak day demand (5.6 mgd).
3. The staff recommended that the City "[c]ontract with Clackamas River Water (CRW) for a fixed quantity beginning on July 1, 1998 at 500,000 mgd (approx. equals 1/2 day supply for one well). Gradually adjust the quantity to meet demand. Improve/upgrade infrastructure in concert with supply changes. Begin negotiations now with CRW to establish an agreement that would insure the availability of specified quantities at specified intervals." The advantages of such an agreement were "its low capital cost," "[r]eliability and flexibility," its consistency "with Regional

COMMUNITY DEVELOPMENT • PUBLIC WORKS

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MILWAUKIE, OREGON 97206  
PHONE: (503) 786-7600 • FAX: (503) 774-8236

Plan approach to water supply," the fact that it "[a]llows the wells to rest," and the fact that the "CRW infrastructure [is] more in the path of future city growth."

**Discussion:**

1. Consistent with that recommendation, negotiations with CRW were concluded earlier this Fall, the result being the agreement currently before the Council. Its important points are as follows:

a. It is a twenty year agreement to provide twenty-four million cubic feet of water each fiscal year on a uniform basis of 500,000 gallons per day;

b. The City may periodically revise its allocation to reflect its needs; however, the initial election to do so may be followed by subsequent modifications no sooner than every fifth year thereafter;

c. The rate is calculated as a wholesale rate, currently estimated at approximately \$.25 per 100 cubic feet of water (Attachment C - memo from Dale Jutila), and the methodology has been reviewed by the City's rate consultant, FCSG, who found that "[t]he proposed [rate] methodology is generally consistent with the industry approach to wholesale rates" (Attachment D - memo from Ed Cebron attached).

2. The cost to the City to implement this agreement are as follows:

a. The CRW Intertie Improvement Project (WT-98-4) will improve the existing intertie at Harmony Road just west of 71st Avenue with the installation of two 750 gpm constant speed pumps, meter and piping to pump from 0.5 mgd to 2.0 mgd. The design cost is \$24,306, and the estimated construction cost is \$134,000. Funds are budgeted.

b. The difference in the cost of purchasing water at \$.25 per CCF and the current production cost of \$.10 per CCF for 500,000 gpd is approximately \$36,000 annually. Funds are available to cover this difference.

3. Council should be aware of a number of policy issues in considering this agreement. They are as follows:

a. Cebron noted that the rate of return of 9% is high for a municipal utility. In the short term this is true. However, that rate is a fixed, twenty year rate which binds both parties over the term of the agreement. The length of the guarantee appears to somewhat offset this concern.

b. Cebron also notes that there is no City participation in rate setting. This issue was raised during negotiations, and it was not resolved in a manner consistent with Cebron's suggestion. CRW has similar agreements with two other wholesale purchasers, and it did not wish to grant a more active role in rate setting to the City. Their desire for consistency across their wholesale base is understandable.

c. The termination clause provides for termination only in the event of a "breach of a material term of this Agreement." Unilateral termination is not allowed.

d. The agreement does not pretend to be an 'urban services agreement for water services pursuant to ORS 195.' It is an agreement to purchase surplus water at a wholesale

rate-nothing more. A more fully developed urban services agreement is anticipated to be negotiated following execution of this agreement.

crwmil2

CITY OF MILWAUKIE  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR WATER SUPPLY BETWEEN THE CITY OF MILWAUKIE (CITY) AND CLACKAMAS RIVER WATER (CRW) REGARDING THE PURCHASE OF WATER FROM CRW

WHEREAS, the City has need of a stable water supply sufficient to meet peak demands; and

WHEREAS, CRW has sufficient surplus treated water which it is willing to supply to the City at a wholesale rate; and

WHEREAS, the City acknowledges that it has the authority to enter into this Intergovernmental Agreement pursuant to the powers contained in its Charter and ORS 190.010; and

WHEREAS, CRW acknowledges that it has the authority to enter into this Intergovernmental Agreement pursuant to ORS 264.310 and ORS 190.010;

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

Section 1: The Intergovernmental Agreement between the City of Milwaukie and Clackamas River Water for the purchase of surplus water from CRW is hereby approved.

Section 2: That the City Council of the City of Milwaukie hereby authorizes the City Manager to sign said agreement on behalf of the City.

This Resolution introduced and adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Craig Lomnicki, Mayor

ATTEST:

\_\_\_\_\_  
Pat Duval, City Recorder

APPROVED AS TO FORM:  
\_\_\_\_\_

AGREEMENT FOR WATER SUPPLY

THIS AGREEMENT FOR WATER SUPPLY is made and entered into effective July 1, 1998 , by and between CLACKAMAS RIVER WATER, herein called "CRW" and the CITY OF MILWAUKIE herein called "Milwaukie."

RECITALS:

A. CRW is a domestic water supply district, organized and existing under the laws of the State of Oregon. Milwaukie is an Oregon municipal corporation, organized and existing under its municipal charter, ordinances, and the laws of the State of Oregon.

B. ORS 190.003 to 190.110 authorizes units of local government to enter into intergovernmental agreements for the performance of their duties or for the exercise of powers conferred upon them, and ORS 264.310 expressly authorizes agreements for the sale of surplus water.

C. CRW has determined that it is in the best interests of its rate payers for CRW to enter into this contract for the sale of surplus water.

D. Milwaukie has agreed that execution of a long-term agreement for the purchase of water from CRW is in the best interests of its rate payers.

E. The service and commodity provided by CRW are a special contract service and are not provided by CRW as a common utility service.

THEREFORE, the Milwaukie City Council and the CRW Board of Commissioners, herein referred to as the governing bodies," agree as follows:

1. Supply of Surplus Water and Term of Agreement.

A. Subject to the other provisions of this Agreement, CRW will furnish to Milwaukie a supply of potable, surplus water for an initial twenty (20) year period beginning July 1, 1998, through June 30, 2018, subject to renewal, extension or termination and on the terms and conditions as set forth in this Agreement.

B. Milwaukie agrees to purchase a minimum of 24 million cubic feet of water each fiscal year during the life of this Agreement. During the period May through September the volume of water is to be delivered into the Milwaukie system on the uniform basis of 500,000 gallons per day, at the rate of approximately 350 gallons per minute. For October through April and other times as approved by CRW the volume of water delivered to Milwaukie on a uniform basis shall be 500,000 gallons per day, but the flow rate (in g.p.m.) may vary during the day, provided the

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flow rate does not cause undue or extraordinary demands on the CRW system (for example, not more than 3.0 times the average flow rate). In either circumstance, the total volume per day shall be subject to a five percent (5%) variance, allowing an additional 25,000 gallons per day to be taken without invoking higher rates to compensate for use of additional facilities.

C. Subject to I.B., on or before January 1 of every calendar year until a modification pursuant to this section is made, and on or before January 1 of every fifth calendar year thereafter, Milwaukie may give written notice to CRW declaring its election to amend this Agreement by revising its water supply requirements. Such modification could include, but not be limited to, purchase of a greater amount of water each day on a uniform basis throughout the year. Upon receipt of notice, the parties shall negotiate the terms and conditions of the amendment to this Agreement, including adjustment of rates pursuant to cost of service principles as set for the in Section 11. Such times shall be approved by the governing bodies of the parties hereto and effective commencing on July 1 following conclusion of negotiations, unless the parties mutually agree to another effective date. Subsequent to an initial modification Milwaukie may revise its water supply requirement no more than once every five years.

2. Annexation or Transfer of Service Area.

The provisions of this section are applicable until the parties enter an urban services agreement for water services pursuant to ORS 195. Thereafter, the urban services agreement will prevail. If Milwaukie annexes territory within CRW, the parties agree that CRW will continue to provide water to the newly annexed area, and Milwaukie may elect to perform meter reading, customer billing and customer service activities, or the parties may negotiate alternative arrangements for the most effective service delivery in these newly annexed areas. If Milwaukie annexes territory not currently served directly by CRW or, if Milwaukie transfers all or a portion of its service area receiving CRW water to a water service provider other than CRW, the parties agree to commence negotiations on modifications to this Agreement prior to substantial completion of the annexation or transfer.

3. Connections and Meters.

Milwaukie will provide and maintain meters, valves and controls, including backflow prevention assemblies as necessary, as approved by CRW, in proper order for a water transmission line connection at S.E. Harmony Road near S.E. Fuller Road, Milwaukie, Oregon. Milwaukie will arrange to have the master meters tested and calibrated biennially by an independent tester qualified to do such work. A copy of the test report shall be forwarded to CRW. Milwaukie shall provide

control, measuring and monitoring equipment necessary to sustain constant flow rates as anticipated by this Agreement. CRW shall maintain such valves and devices to control flows from its plant and reservoirs to Milwaukie's system.

4. Milwaukie Service of CRW Customers / CRW Service of Milwaukie Customers.

A. Milwaukie agrees to provide water for domestic service to the areas of CRW as may be best served by Milwaukie and as authorized by CRW. The formula for computing the credit to Milwaukie for water provided to CRW customers will be determined by joint resolution of the CRW and Milwaukie governing bodies. CRW will maintain a current record of customers served in this manner and provide copies to Milwaukie.

B. Water main extensions connected to the Milwaukie system within CRW shall be installed and paid for by CRW, but materials and construction thereof shall be subject to approval by Milwaukie.

C. Service connections to CRW customers served by Milwaukie shall be made by CRW using materials and construction methods approved by Milwaukie. All such service connections shall pay the current Milwaukie System Development Charge for this type and size of connection.

D. Should pressure regulators be required either on CRW mains or CRW services, the installation and maintenance thereof shall be the responsibility of CRW and not Milwaukie.

E. Meters on services from Milwaukie for customers residing in CRW shall be installed, maintained and read by CRW. Milwaukie may check services for leakage or any other purpose.

F. Facilities installed under this section will be owned by the party that installs them.

G. Similarly, CRW agrees to provide water for domestic service to areas of Milwaukie as may be best served by CRW and as authorized by Milwaukie. Charges for water provided to Milwaukie customers will be determined by the joint resolution described in 4.A., above. Provisions of 4.B. through 4.E., above, with the names Milwaukie and CRW reversed, will apply where CRW serves Milwaukie customers.

5. Continuity of Services.

A. In consideration of Milwaukie purchasing water from CRW, hereunder, the parties agree that Milwaukie will be provided water to the extent feasible pursuant to Section 18 in the same manner as service to CRW's own inhabitants and other direct service customers for the

minimum daily amount of 0.50 mgd. If a general emergency or water shortage requires restrictions on the delivery of water, then general restrictions placed upon deliveries to Milwaukie shall be determined by a similar method to that used for restricting deliveries to CRW's own inhabitants and other direct service customers: employing a pro-rata reduction. If localized emergency problems occur, temporary service interruptions may result.

B. It is recognized by both parties that emergency curtailment measures may have to be implemented by CRW on an area-wide basis in order to meet an emergency condition. Milwaukie shall assist and support such emergency curtailment measures. Milwaukie shall be included in discussions leading to the decision to implement the measures.

C. CRW will provide oral notice to Milwaukie and any other purchaser if CRW determines that such interruption or reduction is necessary or reasonable for system emergencies or to install equipment, make repairs, replacements, investigations and inspections or perform other maintenance work on CRW's system or those parts of the system supplying Milwaukie. Except in cases of emergency and in order that Milwaukie's operations will not be unreasonably interfered with, CRW also shall give Milwaukie ten (10) days written notice of any such interruption or reduction, the reason, and the probable duration. CRW agrees to exercise reasonable diligence and foresight to repair, replace and maintain its treatment plant and other facilities so as to provide a normal volume and pressure of water to the point of Milwaukie's connection during the life of this Agreement.

6. Contract Demand.

Upon execution of this Agreement and each year thereafter, Milwaukie will notify CRW of the peak days' demand projected and average annual amount of water needed from CRW for the current year and the next ten (10) years. Clackamas River Water will conduct a study every four (4) years in conjunction with a rate study to forecast demand by all users on a regional basis. This will be in addition to the annual forecast of demand by Milwaukie and other users. The amount of annual or quadrennial forecast demand will establish Milwaukie's demand.

7. Water Quality.

The quality of water delivered to Milwaukie's system under this Agreement shall comply with all applicable provisions of state and federal law, rules and regulations. Both parties agree this provision will not be binding on CRW where an emergency exists and best efforts and reasonable prudence have been exercised.

In the event of an emergency when water produced by CRW does not comply with applicable

provisions of state and federal law, rules and regulations for a period of more than two (2) days, Milwaukie may choose not to purchase water from CRW during the time the water does not meet the aforementioned standards, and the minimum purchase use provisions will not apply.

8. Area Supplied.

Milwaukie has furnished CRW with a written description of the area supplied by its distribution system and agrees to provide updates when they occur.

Milwaukie will give written notice to CRW prior to increasing its boundaries. If a boundary change is to occur, and the change involves territory other than that currently served by CRW, then CRW agrees to consider an increase in the volume of water purchased. If CRW determines that additional water is available, the parties may negotiate arrangements for the increased volume of water.

9. Non-Assignability/Sale Limitations.

No rights may be assigned under this Agreement without the written consent of CRW. Milwaukie agrees it will obtain written approval of CRW prior to selling or wheeling water to any other water purveyor other than commitments previously approved by CRW in writing. The parties agree to cooperate in good faith in evaluating the terms of any agreement to provide water to a third party water purveyor through the Milwaukie system. Such terms shall be approved by the governing bodies of the parties hereto. If water is wheeled to a third party water purveyor, it shall not be included in determining the amount of minimum purchase described in Section 1.B.

10. Rates.

Milwaukie will pay monthly to CRW for all water passing through transmission lines and meters described above (or as otherwise determined pursuant to Section 12) at rates determined using cost of service principles described in Section 11 and adopted annually by Resolution of the CRW Board. Effective on each successive July 1 during the term of this Agreement, or any renewal thereof, the rate shall be retained or modified in accordance with the criteria set forth in Section 11.

11. Rate Setting Criteria.

A. Rate Making Principles and Policies.

Revenue requirements shall be determined using the utility basis and cost of service principles as described in manuals M-1 and M-35 published by AWWA, and as may be amended. A cost of service computer model will be used to calculate the revenue requirements and resulting rates. The components used to determine the revenue requirements under the utility basis shall be:

1. Operation and maintenance costs;
2. Return on investment; and
3. Depreciation.

Operation and maintenance costs are those costs incurred by CRW to operate and maintain the assets used by CRW to supply Milwaukie. Operation and maintenance costs shall be based upon the projected expenses of CRW for that portion of the projected year's operation needed to support Milwaukie.

Return on investment shall be determined by applying a rate of return on the depreciated value of the assets that are used by CRW to supply water to Milwaukie. The rate of return on investment shall be nine percent (9%) .

The assets of CRW which are currently used to supply Milwaukie are listed in Appendix A.

Assets used by Milwaukie and the allocation of those facilities will be determined by an engineering review of water use characteristics. The assets and allocations will be reviewed at the same time as and in conjunction with the quadrennial rate study.

In the event of the addition, modification or substitution by CRW of assets that are used by CRW to supply Milwaukie, the list of facilities shall be modified accordingly. These new facilities may be included in any computation notwithstanding the fact that they have not been formally included within this Agreement. In the event the parties have a dispute as to the respective benefit of the use of these facilities, either party may refer the dispute to resolution pursuant to Section 15.

B. New Expansion Facilities Cost (Jointly Financed Facilities).

New expansion facilities costs will be allocated between Milwaukie and CRW service customers on the basis of their ultimate shares of the design capacities of these facilities. The allocation of the costs of such facilities will be based on the projections made or reviewed by an independent consultant at the time of each rate study.

If capital facilities that would be jointly financed by CRW and Milwaukie are contemplated, the parties agree to negotiate the terms of an agreement providing for such joint financing.

C. Wholesale Rate Structure.

Revenue requirements will be recovered from Milwaukie and other wholesale purchasers through a monthly service charge, commodity rate and/or rate schedule. The charges may

owed provided that the percentage rate shall not exceed an annual rate of ten percent (10%) on balances overdue 10 or more days.

15. Disputes/Attorneys Fees.

If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by negotiation followed by mediation if negotiation fails to resolve the dispute.

Step One:

The city manager and general manager or other persons designated by the governing bodies will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing and shall be presented to each manager who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each party's manager and ratified by each governing body which shall be binding upon the parties.

Step Two:

If the dispute cannot be resolved within ten (10) days at step one, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five (5) mediators from an entity or firm providing mediation services. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, each party shall select one (1) name and the selected mediators shall select a third name. The dispute shall be heard by a panel of three (3) mediators and any common costs of mediation shall be borne equally by the parties who shall each bear their own costs and fees therefor. If the issue is resolved at this step, a written determination of such resolution shall be signed by each general manager and approved by the respective governing body.

Disputes that are not resolved after exhausting steps one and two above shall be submitted to mutually agreeable arbitration or be resolved by proceedings in the Circuit Court of the State of Oregon for the County of Clackamas. If arbitration, suit or action is commenced the prevailing party shall be entitled to its reasonable attorney fees as may be awarded by the arbitration panel, trial court or upon appeal.

16. Limitation of Liability.

Milwaukie recognizes and agrees that no liability for damages shall attach to CRW hereunder on account of any failure to accurately anticipate availability of water, or because of actual failure of

supply due to any damage to CRW's treatment plant, equipment, pipelines, or facilities caused by vandalism, war, riot, invasion, fire, strikes, unavailability of supplies, Acts of God, or other causes beyond its control.

17. Coordination and Consultation.

It is agreed that Milwaukie and other wholesale purchasers of surplus water from CRW have the right to receive information from and to provide input to CRW on matters affecting the water system. Such matters include, but are not limited to, upcoming modifications to the system, anticipated costs, annual budget, rate adjustments, cost of service rate studies and operating constraints. Meetings involving CRW and its wholesale purchasers will be scheduled at least annually and not later than March 1st of each calendar year to provide opportunity for the respective administrative officials to exchange information.

When capital facilities that will be partially or totally utilized by Milwaukie and costing greater than \$250,000 are contemplated, Milwaukie will be allowed opportunity for input and advice on the proposed projects.

18. Limitation of Supply.

The parties acknowledge CRW is not engaged in the water business and was not created to sell water outside the corporate limits of CRW, except surplus water not needed by CRW and its inhabitants, and that the citizens and inhabitants of CRW have the prior right to use of the water distributed by the Clackamas River Water system. CRW herewith expresses confidence in its desire and ability to furnish sufficient surplus water to meet the needs of Milwaukie, but in the event there should ever arise in the future an inability on the part of CRW to furnish sufficient surplus water to Milwaukie, it is understood that CRW shall not be liable on account of any such inability.

19. Planning.

Milwaukie agrees to report to CRW its annual and peak day total system demand for each fiscal year and to report certain other data relating to water supplies as may be requested by CRW for water planning purposes, provided that supplying such data shall be reasonably within the means of Milwaukie. Records relevant to water supply and consumption within the possession of CRW or Milwaukie will be provided to the other upon reasonable request.

CRW shall assemble the information provided by Milwaukie and other wholesale purchaser and undertake planning for water supply requirements.

CRW shall examine and investigate water supply suitable and adequate for present and reasonable future needs. CRW shall prepare and adopt a plan for acquiring such water supplies in a

vary with consumption, peak demand, or other variables. The cost of service associated with these variables shall be determined and in accordance with American Water Works Association methodologies described above.

D. Provision for Emergency Surcharge.

1. In the event of a severe drought, major catastrophe, or other extraordinary conditions that require emergency expenditures to maintain a sufficient water supply, it may be necessary for CRW to impose, by Resolution, an emergency surcharge on Milwaukie in order to pay for such expenditures. An equitable portion of these costs will be allocated to Milwaukie in accordance with the principles set forth in Section 11, and may be recovered through an emergency surcharge. In the event of any extraordinary conditions listed above, Milwaukie may choose not to purchase water from CRW for the duration of the emergency and the minimum purchase provisions will not apply.

2. An emergency surcharge based on water usage may be implemented immediately upon passage of the authorizing Resolution and apply to all regular billings thereafter transmitted, and may continue as long as necessary to pay for emergency expenditures.

E. Rate Adjustment Procedure.

During the life of this Agreement, the applicable rates shall be adjusted and implemented July 1. Every fourth year the rates shall be adjusted as determined by using the utility basis in a cost of service water rate study. This study will include a complete review of components of the cost of service rate model and allocations contained therein. During intervening years, the applicable water rate shall be adjusted by updating the cost of service rate model developed at the previous quadrennial study. Projected flow rates and projected expenses will be used in updating the model to determine revenue requirements and calculate rates for the ensuing fiscal year. It is agreed that the rates resulting from updating the cost of service rate model will be utilized for the ensuing fiscal year. If during the intervening period between rate studies new capital facilities used partially or wholly by Milwaukie and valued at more than \$0.5 million are placed in service, the appropriate allocation of the facility may be added to the cost of service rate model and included in the rates for the ensuing fiscal year.

F. Rates for Water Sold to Milwaukie.

Rates for water sold to Milwaukie are calculated on the basis of a uniform amount of water each day throughout the year. In the event Milwaukie uses an amount of water in excess of five percent (5%) above the uniform daily amount, an excess use charge will be calculated for the

additional amount. If an excess use charge is imposed, Milwaukie will be entitled to use water up to the greater amount on a daily basis for the remainder of the fiscal year in which the charge was applied without incurring additional excess use charges.

G. Rates for Emergency Water Supply

In the event of an emergency caused by damage to or the in operability of Milwaukie's water supply system and subject to ability of the CRW system to supply water, CRW agrees to allow Milwaukie to purchase additional water at a rate which is two (2) times the rate determined by 11.F., above, to meet the needs occasioned by the emergency. Authorization to additional purchase of water under this provision shall be limited to a period of time which would be reasonably necessary to repair or replace the system damage.

12. Billing.

Meters installed to measure the volume of water sold by CRW to Milwaukie shall be read periodically by representatives of CRW at times fixed by mutual agreement of CRW and Milwaukie. Representatives of Milwaukie may be present at meter readings. CRW shall compute and render bills and statements to Milwaukie by the 5th day of each month. If the meters at any time fail to accurately measure the water passage through said meters, the charge for water used during the time said meters are out of order shall be based upon the average daily consumption as shown by said meters when in proper operating condition during a comparable period of service. CRW shall invoice Milwaukie each month for water usage in the preceding month. Milwaukie will make payment on or before the 30th day of the month.

Inasmuch as Milwaukie has contracted to purchase a uniform amount of water each day throughout the year and that is considered in the rate calculations, Milwaukie agrees to pay CRW the greater of: the amount calculated based on the actual volume of water passing through the meter(s) described above; or the amount calculated based on 500,000 gallons per day multiplied by the number of days in the billing period.

13. Payment.

During the term of this Agreement, Milwaukie shall, by the last day of each month, pay to CRW the sums due based on the rates and charges provided in Sections 10, 11, and 12 of this Agreement.

14. Late Payment.

CRW may assess a late charge to Milwaukie for failure to make full and timely payment. This charge shall be established by CRW as a percentage of the late portion of the water charges

timely fashion. This plan shall include provision for the land, water and water rights and easements necessary therefor and facilities for retaining, storing and delivering any such waters, including dams, reservoirs, aqueducts, and pipelines to convey the same throughout the system. CRW shall endeavor to secure water supplies such that it will provide high quality, safe drinking water to its direct service customers and wholesale purchasers at rates that are both reasonable and consistent with the long term health of the water system.

CRW shall also prepare an emergency plan as part of its Comprehensive Regional Plan to provide for water supply in the event of drought or disaster.

20. Conservation Program.

Water Conservation Programs adopted by CRW shall be implemented by CRW with the assistance and support of Milwaukie, except that Milwaukie shall not be required to adopt special rates with respect to this program.

21. Termination.

This Agreement is conditioned upon the faithful performance by both parties of all the terms and provisions hereof. Pursuant to Section 15, either party may give notice of termination for breach of a material term of this Agreement and shall thereupon commence dispute resolution; one of the remedies in dispute resolution may be termination of this Agreement.

22. Renewal.

This Agreement may be renewed by Milwaukie by furnishing notice, in writing, to CRW not later than twelve (12) months prior to the expiration of the original term of this Agreement for an additional period of ten (10) years. Thereafter, this Agreement shall be renewable by the parties at periodic and regular intervals of ten (10) years each, provided, however, notice of request to renew shall be given by Milwaukie in writing no later than twelve (12) months prior to the expiration of any renewal period. The above notwithstanding, the parties further agree this Agreement shall automatically extend for twenty (20) years from the date of construction of new treatment facilities, completion of treatment facility expansion of 10 million gallons per day capacity or more or construction of a regional reservoir of five (5) million gallons or more by CRW. CRW will provide Milwaukie timely notice of any intent to make major treatment facilities expansions which would affect the term of this Agreement.

Upon receiving such notice Milwaukie will have a period of six (6) months in which to decide if Milwaukie will continue to purchase water from CRW. If Milwaukie determines that it will continue to purchase water from CRW under the same conditions as provided herein, this Agreement

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shall be renewed as provided above. If Milwaukie determines that it will not continue to purchase water from CRW on a long-term basis, this Agreement will expire on a date on which the existing facility treatment capacity is expected to be exceeded, as determined by CRW, except that such expiration shall not occur less than one (1) year following notice from Milwaukie to not continue water purchase from CRW on a long-term basis. Prior to commencing with a major facility described in this section, CRW will notify Milwaukie of its intent to proceed.

23. Notice.

Any notice under this contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, addressed to the parties at such addresses as either party may designate by written notice to each other.

24. Effective Date.

This Agreement shall be effective as of July 1, 1998, and continue until terminated as herein provided.

IN WITNESS WHEREOF, City of Milwaukie, pursuant to a proper resolution dated the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, duly authorizing, the \_\_\_\_\_ and \_\_\_\_\_ of its City Council to execute this instrument on its behalf, and said Clackamas River Water, pursuant to a resolution dated the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, duly authorizing the President and Secretary of its Board of Commissioners to execute this Agreement on its behalf, have caused this Agreement to be signed, in duplicate, as of the day and year first hereinabove written.

CLACKAMAS RIVER WATER

CITY OF MILWAUKIE

By \_\_\_\_\_  
President

By \_\_\_\_\_

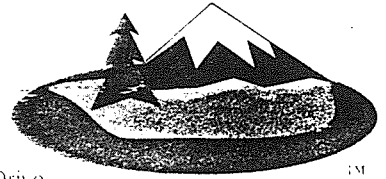
By \_\_\_\_\_  
Secretary

By \_\_\_\_\_

Item	Joint	North & South Retail Only	North Retail Only	South Retail Only	North Retail and Wholesale	Wholesale Only	North Retail, Mt. Scott, Milwaukie	Mt. Scott	Oak Lodge	Gladstone	Milwaukie	Total
Land - Office	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land - Filter Plant	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land-Reservoirs - North Otty Total	0.0%	0.0%	18.4%	0.0%	0.0%	0.0%	0.0%	11.1%	0.0%	0.0%	0.0%	100.0%
Land-Reservoirs - North Center Street	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land-Reservoirs - North 152nd Street	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land-Reservoirs - North 92nd Street-Phillips	0.0%	0.0%	18.9%	0.0%	0.0%	0.0%	0.0%	11.1%	0.0%	0.0%	0.0%	100.0%
Land-Reservoirs - North Mather Rd 10 mg	0.0%	0.0%	16.3%	0.0%	\$2.6%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	100.0%
Land-Reservoirs - South	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land-Reservoirs - Unused	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land - Pump Stations-Harmony Rd. w/Repairs	0.0%	0.0%	35.4%	0.0%	0.0%	0.0%	0.0%	13.6%	0.0%	0.0%	0.0%	100.0%
Land - Pump Stations-Kirkwood P.S.	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land - Pump Stations-90th Street P.S.	0.0%	0.0%	30.4%	0.0%	0.0%	0.0%	0.0%	13.6%	0.0%	0.0%	0.0%	100.0%
Land - Pump Stations-Seasay Brook	0.0%	0.0%	30.4%	0.0%	0.0%	0.0%	0.0%	13.6%	0.0%	0.0%	0.0%	100.0%
Land - Pump Stations-Portland Interitic	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land - Pump Stations-South	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land - Pump Stations-Unused	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land - Clairmont	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land Improvements - Clairmont	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land Improvements - Rodland	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Land Improvements - Holcomb	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Buildings - Operations	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Buildings - Filter Plant	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Buildings - Clairmont	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Buildings - Office	50.0%	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Improvements - Operations	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Improvements - Filter Plant	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Improvements - Henrici	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Mach. & Equipment - Office	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Mach. & Equipment - Filter Plant	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Mach. & Equipment - Computer	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Mach. & Equipment - Veh. & Coast.	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Mach. & Equipment - Distr. Tools	0.0%	90.0%	0.0%	0.0%	10.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Mach. & Equipment - PP Tools	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Mach. & Equipment - Laboratory	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Mach. & Equipment - Clairmont	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations - Harmony Rd W/Repairs	0.0%	0.0%	30.4%	0.0%	0.0%	0.0%	0.0%	13.6%	0.0%	0.0%	0.0%	100.0%
Pump Stations Kirkwood P.S.	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations 90th Street P.S.	0.0%	0.0%	30.4%	0.0%	0.0%	0.0%	0.0%	13.6%	0.0%	0.0%	0.0%	100.0%
Pump Stations Seasay Brook	0.0%	0.0%	30.4%	0.0%	0.0%	0.0%	0.0%	13.6%	0.0%	0.0%	0.0%	100.0%
Pump Stations Surge Control Valve	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations Surge Control Project	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations Low Lift Fixtures, Pipe, & Roof	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations Low Lift Pump Upgrade	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations Low Lift Traveling Screens	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations Electrical Light Fixtures	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations High Lift Pump	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations Pump Station Low Lift Mod.	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations Portland Interitic	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations - South	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Pump Stations-Unused	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Reservoirs - North Otty 2.1 mg	0.0%	0.0%	18.4%	0.0%	0.0%	0.0%	0.0%	11.1%	0.0%	0.0%	0.0%	100.0%
Reservoirs - North Otty 2.6 mg	0.0%	0.0%	18.9%	0.0%	0.0%	0.0%	0.0%	11.1%	0.0%	0.0%	0.0%	100.0%
Reservoirs - North Otty #3 mg	0.0%	0.0%	18.9%	0.0%	0.0%	0.0%	0.0%	11.1%	0.0%	0.0%	0.0%	100.0%
Reservoirs - North Mather Rd 10 mg	0.0%	0.0%	16.3%	0.0%	\$2.6%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	100.0%
Reservoirs - South	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Reservoirs - North Additions	0.0%	0.0%	16.3%	0.0%	\$2.6%	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	100.0%
Reservoirs - Unused	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Distr. System - Extensions	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Distr. System - Meters	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Distr. System - Stanley	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Distr. System - Barwell	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Distr. System - Clairmont	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Distr. System - Rodland	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Distr. System - Holcomb	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Transmission to Mather	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
General Transmission - Lower Zone	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Transmission to Otty	0.0%	0.0%	18.9%	0.0%	0.0%	0.0%	0.0%	11.1%	0.0%	0.0%	0.0%	100.0%
General Transmission - Upper Zone	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Construction in Process	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 1	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 2	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 3	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 4	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 5	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 6	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 7	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 8	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 9	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 10	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 11	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 12	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 13	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 14	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 15	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 16	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 17	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 18	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 19	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 20	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 21	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 22	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 23	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 24	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 25	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 26	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 27	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 28	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 29	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 30	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 31	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 32	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 33	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 34	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%
Blank for Future Use 35	100.0%	0.										



# Clackamas River Water



P.O. Box 2439      503.722.9120      Administration: 16770 SE 82nd Drive  
Clackamas, OR 97015-2439      Fax (503) 676-7006      Production/Operations: 91100 SE Mangan Drive

## MEMORANDUM

**Date:** November 6, 1997  
**To:** Mike Swanson  
**From:** Dale Jutila *Dale*  
**Subject:** Information for Milwaukie agreement

Enclosed is 'Appendix "A"' that for attachment to the water supply agreement. This table is an excerpt from our water rate analysis that shows the fixed assets used to serve Milwaukie and which are allocated jointly and specifically. You will note that no assets are allocated *only* to Milwaukie, but the city will share jointly on assets in the columns titled, "North Retail and Wholesale" and "North Retail, Mt. Scott, Milwaukie."

Rate calculations indicate that the wholesale rate for Milwaukie would be approximately \$0.25 per 100 cubic feet if water was taken in this fiscal year. We understand that water is not expected to be delivered until after July 1, 1998.

We hope this is the information you need. If you need anything else, please let me know.

Thank you.

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**FCS Group Memorandum** **August 26, 1997**


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**To:** Jim Brink  
City of Milwaukie

**From:** Ed Cebron

**Re:** CRW Wholesale Rates

In response to your request, we have reviewed the contract language for wholesale water supply. As far as rates go, we offer the following comments:

**Rate Making Methodology**

The proposed methodology is generally consistent with the industry approach to wholesale rates. The "utility basis" is one of two common approaches to rate-making, with the "cash basis" being the other approach. In general, most municipals use a cash basis for retail rates, and often consider a utility basis for wholesale rates. The following paragraphs outline the two different approaches:

**Cash Basis** - The cash basis is similar to defining budget requirements. Cash expenses, debt service, and cash for capital programs are identified and included. Also included would be any bond coverage requirements and additions to operating or capital reserves which are to be funded from rates. The cash basis is particularly appropriate when the users of the system are also the owners of the system, as in a municipality.

**Utility Basis** - The utility basis is generally used in regulated utilities (such as power or telephone companies, or in municipal utilities for wholesale service. Costs recovered include cash expenses, depreciation, and a return on rate base. The return on rate base defines a cost of capital for investments in plant-in-service. The rate of return used is a composite of interest costs on debt and a reasonable return on equity (cash) investments in the utility by the owners. This rate of return is applied to the depreciated original cost of utility assets to determine a reasonable return on capital. The depreciation expense is included in the cost to reflect the "consumption" of capital assets over time. In general, the utility basis reflects the use of a system by non-owners, who should equitably compensate the owners for their investment in the utility and the commensurate risks.

One way to consider the difference is that the cash basis is similar to buying a house: the mortgage payment and upkeep are cash requirement, and the mortgage could be higher or lower depending on the initial down-payment and amount borrowed. The utility basis is similar to renting a house: the rent charged by the owner must be sufficient to pay expenses and a sufficient return to make the investment in the property worthwhile.

Following the discussion of rate of return, an example of determining rates under each revenue requirement approach is shown.

**Rate of Return**

The rate of return on investment of 9% seems too high for a municipal utility. First, the rate of return is generally a composite, or weighted average, of debt (interest) costs and a return on equity. For example, if the assets are 50% debt financed, the rate of return might look like this:

Source of Capital	Cost of Capital	Percent of Total	Weighted Total
Debt	6.00%	50%	3.00%
Equity	9.00%	50%	4.50%
<b>Total Cost of Capital</b>			<b>7.50%</b>

The rate of return of 9% appears reasonable for a return on equity, but that value should be blended with the cost of debt, as in the above example, to determine a cost of capital. While private utilities can earn higher rates of return on equity than 9%, this is primarily due to the resulting income tax burden which they face, and after-tax returns in the range of 9% would in many cases be quite attractive.

**Rate Update Process**

I agree with the City's concerns regarding the review of rate revisions. Typically, a utility basis is used in a regulated environment with an independent third party, such as a commission, determining the propriety of rate revisions. In this case, the decision-making body is the CRW Board of Commissioners, who are not independent in this regard. Therefore, the City should have some participatory role in the rate development process, or some reconciliation mechanism to protect against overpayment.

**Example of Revenue Requirements under Cash and Utility Basis**

The following table shows an example of the different elements of cost recovery under the cash and utility basis.

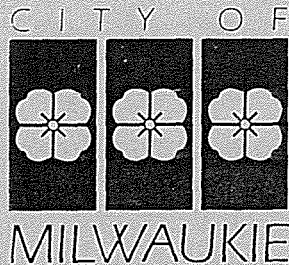
The utility is assumed to have \$10 million in new "rate base", or plant-in-service, and assets are assumed to have a 40 year life. Debt service is computed for the cash basis at 6% interest for a 20 year term for \$5 million in debt, with a bond coverage requirement of 1.25.

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Cost Element	Cash Basis	Utility Basis at 9% Return	Utility Basis at 7.5% Return
Operating Expenses	\$1,000,000	\$1,000,000	\$1,000,000
Depreciation	\$0	\$250,000	\$250,000
Debt Service	\$436,000	\$0	\$0
Debt Service @ 1.25	\$109,000		
Return on Investment	\$0	\$900,000	\$750,000
<b>Total Revenue Requirement</b>	<b>\$1,545,000</b>	<b>\$2,150,000</b>	<b>\$2,000,000</b>

The utility basis provides a higher cost (and rate) in this example, especially initially. It is important to note that this is appropriate, since the cash basis provides the customers the benefit of \$5 million in direct capital investment. A wholesale customer would not normally share in that benefit unless they made a direct investment in the utility.

I hope that this helps provide some useful background with respect to the CRW wholesale rate proposal. The cited AWWA manuals can also provide further descriptions of these methods.



\*\*\* MEMORANDUM \*\*\*

October 16, 1997

To: Mayor and City Council  
From: Dan Bartlett, City Manager *DB*  
Re: Fire Service Intergovernmental Agreement

Action Requested

I would like Council to authorize the City of Milwaukie members of the Joint Oversight Committee to negotiate a Fire Services Intergovernmental Agreement with Clackamas Fire District #1 (CCFD#1).

Background

Council has been considering the Fire Department Evaluation Report by ESCG. Considering Council direction Chief Bruegman has completed four budget options (Attachment A). Staff has reviewed Council's direction and prepared an Intergovernmental Agreement (Attachment B) that maintains two fire stations and results in a cost reduction for fire services of about \$511,416 (the final amount would be subject to negotiation).

This agreement addresses many of the concerns raised at public meetings. It provides for the transfer of existing fire personnel. It maintains Milwaukie's equipment, stations, and identity. It retains the Joint Oversight Committee for cost control and policy coordination. It includes language for Urban Services Planning called for in ORS 195.

One concern raised at the Lake Road NDA meeting and other meeting was the impact on Milwaukie fire personnel. The attached spreadsheet prepared by an International Association of Fire Fighters, Asst. Shop Steward, shows that all personnel except the Battalion Chief would be moved on to the Clackamas Fire Department #1 pay schedule with the potential for an increase in pay (Attachment C). Employee transfer will be governed by ORS 236.605 (Attachment D)

Another concern expressed by Council was for CCFD#1 to consider other partnership opportunities. City staff have prepared and sent to CCFD#1 proposals on fleet maintenance and dispatch services. CCFD#1 is reviewing these proposals. Their staff have commented favorably on both proposals.

Attached with this memo are:

Memo: Comparative Analysis of Budget Option  
Draft Intergovernmental Agreement  
Contract Comparisons  
ORS 236.605

cc: Randy Bruegman, Fire Chief  
File cm2054/hd

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

**Clackamas Co. Fire Dist. #1 / Oak Lodge Fire Dist. #51  
Milwaukie Fire & Rescue**

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Date: November 10, 1997  
To: Dan Bartlett  
From: Randy Bruegman *Randy*  
Subject: Comparative Analysis of Budget Option: Fire Service Delivery

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As part of our evaluation of the fire service delivery options identified in the ESCG report, I have been working with Finance Director, Angus Anderson, to develop four budgets based upon:

1. The current situation with existing contracts for Fire Chief: Administrative Services, Fire Prevention and Battalion Chief coverage;
2. Reverting to a stand alone fire agency;
3. Contract for services with Fire District No. 1, maintaining two fire stations;
4. Contract for services with Fire District No. 1, maintaining one fire station; and
5. The projected cost to merge into the District based upon the estimated tax rate.

In addition to developing those four budgets, we have also worked through developing four capital improvement packages (which have been forwarded to Angus) in regard to the variations required under each option.

I hope this information is useful to you in regard to future service delivery options for the City of Milwaukie. If you need additional information, please don't hesitate to give me a call.

## Comparative Analysis of Budget Options

	Option 1 Current Situation	Option 2 Return to Stand Alond Dept.	Option 3 Contract With 2 Stations	Option 4 Contract With One Station	Merge into District
Fire Admin	\$121,092.00	\$289,296.00	\$121,092.00	\$121,092.00	
Fire Ops	\$2,632,596.00	\$2,740,749.00	\$2,121,180.00	\$1,944,952.00	
Fire Prevent	\$165,460.00	\$370,623.00	\$165,460.00	\$165,460.00	
Emergency Radio	-0-	-0-			
<b>Total Expenditure</b>	<b>\$2,919,148.00</b>	<b>\$3,400,668.00</b>	<b>\$2,407,732.00</b>	<b>\$2,231,504.00</b>	<b>\$2,060,812**</b>

\*\*

**Assessed Value:** (Based On Legislative Revenue Office Estimates 3/10/97): 97-98

Milwaukie: \$1,011,297,753.00

Clackamas FD #1: \$4,319,466,715.00

**Budget:** (Based on Legislative Revenue Office Estimates 3/10/97): 97-98

Clackamas FD #1: \$8,802,166.00

**Tax Rate:** (Derived From Legislative Revenue Office Estimates 3/10/97): 97-98

Clackamas FD #1: \$2.0378

**Annual Costs:** (Milwaukie Costs Based on Derived CCFD Tax Rate & LRO  
Estimates)

Milwaukie: \$2,060,812

## AGREEMENT

THIS AGREEMENT, authorized by ORS 190.010, is made this \_\_\_\_\_ day of December 1997, by and between the CITY OF MILWAUKIE, an Oregon municipal corporation, hereinafter referred to as "CITY," and the CLACKAMAS COUNTY FIRE DISTRICT #1, 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 ten (10) years, six months beginning on the 1st day of January, 1998, and ending on the 30th day of June 2008.
2. Scope of Services.
  - A. The DISTRICT agrees to provide fire protection throughout the CITY, as required and described in the jointly adopted Strategic Plan, 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 DISTRICT to assure adequate fire protection to the DISTRICT. If the demands of the CITY exceed the available apparatus and personnel which the DISTRICT can provide, subject to that condition, the DISTRICT agrees to invoke then current mutual aid agreements as may be necessary to supplement the DISTRICT'S apparatus and personnel. In providing fire protection throughout the CITY, the DISTRICT, through its fire department, shall:
    - 1) Provide fire protection throughout the CITY within response guidelines established in the "Strategic Plan."
    - 2) Review building and construction plans within the CITY.
    - 3) Investigate fires within the CITY.
    - 4) DISTRICT will do its best to retain or upgrade the present insurance class rating held by the CITY. DISTRICT will seek a re-evaluation of the CITY'S ISO rating within one year. DISTRICT will initiate action to improve the fire response time of the CITY.
    - 5) Review and propose fire codes and ordinances for adoption by the CITY.
    - 6) Perform inspections as required by a priority plan adopted by the DISTRICT and CITY.
    - 7) Enforce codes, ordinances, regulations, and statutes.

- 8) Conducting a fire prevention and education program within the City including Neighborhood Association participation, presentations at schools, and other community events.
  - 9) Maintain, for the CITY, adequate records of activities as may be required by the Insurance Services Office and the Oregon State Fire Marshal.
  - 10) Participate in mutual aid agreements with all fire protection districts which are contiguous with CCFD#1 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.
  - 11) Study and facilitate location of fire stations within the CITY. No Fire Stations may be closed by the DISTRICT within the City Limits without written approval by the City Council.
  - 12) The DISTRICT shall maintain and operate an adequate fire protection in the CITY. DISTRICT 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 DISTRICT liable to the CITY for an interruption or failure of service caused by acts of God, unavoidable accident, or other circumstances beyond the control of the DISTRICT through no fault of its own.
  - 13) The DISTRICT shall operate its fire protection program authorized by the agreement twenty-four (24) hours per day, seven (7) days per week.
  - 14) The DISTRICT 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 CITY.
  - 15) The Fire Chief shall participate in the CITY's emergency management planning. The DISTRICT shall commit command staff to the emergency operations center when activated. The DISTRICT and CITY shall cooperate in emergency preparedness exercises at least annually to test the plan.
- B. The CITY agrees that the DISTRICT shall not be required to duplicate those efforts or services regularly provided by other governmental agencies- nor shall the DISTRICT be required to provide any services which are nor are hereafter specifically reserved by law for any other governmental agency.
- C. The DISTRICT agrees to provide the CITY with regular reports based on the fire protection services provided in sections 1A(1) through 1A(15) of this Agreement. Also, a copy of the annual budget and audit of the DISTRICT shall be provided to the CITY.

- D. The DISTRICT shall keep the CITY informed of all new developments, issues, or concerns affecting, the fire operations of the DISTRICT. DISTRICT shall endeavor to notify the CITY in advance of any public announcement that is to be made on the subject. The CITY shall endeavor to notify the DISTRICT 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 DISTRICT and the CITY shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America. the State of Oregon, 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 DISTRICT nor the CITY 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 CITY may be taken by the Council or by the City Manager.
  - 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:

For CITY  
 Dan R. Bartlett  
 City Manager  
 10722 SE Main  
 Milwaukie, Oregon 97222

For DISTRICT  
 Randy R. Bruegman  
 Fire Chief  
 11300 SE Fuller  
 Milwaukie, Oregon 97222

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 will treat demands in all jurisdictions covered by this Agreement with the same priority and equality to insure a consistent standard of performance and equal service level.

3. Compensation. The CITY agrees to pay the DISTRICT each year during the term of this Agreement as specified herein: the sum of \$x,xxx,xxx for services the first six months of the agreement and the amount agreed to by the parties in each following year of this agreement.

- A. The DISTRICT and CITY shall renegotiate service level and/or service cost annually as of the 30th day of November of each year during the term of this Agreement. Expect in the first year the CITY and DISTRICT shall negotiate the next years service level and service cost by March 31, 1998.
- B. The CITY agrees to make payments to the DISTRICT according to the following schedule:

Payment Number	Due Date	Amount
1	November 30	85 % of the contract amount
2	December 31	5 percent of the contract amount
3	January 31	5 percent of the contract amount

In the first year the full amount for six months of service shall be paid in full by January 31, 1998.

- C. The CITY agrees that it will levy taxes during the term of this Agreement sufficient to provide the payments required to be made to the DISTRICT during this Agreement.
- D. Funds paid to the DISTRICT by the CITY under the terms of this contract shall be dedicated to the operation, maintenance, equipping, and administration of the Fire

C. Annexation. The DISTRICT and CITY agree to jointly review future annexations or expansion of either party. If any annexation or expansion affects the cost allocation of this Agreement, then the parties will immediately renegotiate the financial terms of the agreement for the remainder of the fiscal year involved.

1.) The DISTRICT will assist the CITY in annexations within the CITY's current and future Urban Growth Management Area and will not in any way inhibit or obstruct the CITY's annexation efforts so long as the CITY continues to contract with the DISTRICT for fire services.

2.) The CITY and DISTRICT may jointly prepare an annexation plan to be submitted to voters. If the CITY desires to prepare an annexation plan for its current and future Urban Growth Management Area, the DISTRICT will assist the CITY and will not in any way inhibit or obstruct the CITY's efforts.

8. Liability. Each party agrees solely to be liable for and hold the other harmless from any claims, actions or suits arising from acts in carrying out the purposes of this Agreement. Each party to this Agreement agrees to maintain liability insurance for risks arising out of this Agreement, which covers the other party as an insures or, if self insured, to provide coverage for those risks previously carried under the liability insurance policy of the parties.

9. 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.

10. Master Agreement. This agreement shall serve as the "Master Agreement" for fire services. Upon signing the parties agree that this Agreement shall supersede all other Agreements between the parties including: the South Metro Fire Prevention Office Agreement, the Training Agreement, the Fire and Life Safety Administrative Services Agreement, and the Battalion Chief Coverage Agreement. Nothing in this Agreement shall prevent the DISTRICT and CITY from entering into additional agreements for service such as Emergency Dispatch Services, Fleet Maintenance Agreements, and Geographic Information Services. DISTRICT will conduct a good faith review of all mutually beneficial proposals and respond to CITY in a timely manner.

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

A. If CITY has notified DISTRICT 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 CITY has notified the DISTRICT 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.

12. 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.

13. 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 Milwaukie, an Oregon municipal corporation

Clackamas County Fire District #1, an Oregon municipal corporation

by:

Dan R. Bartlett, City Manager

CCFD#1 President

CCFD#1 Secretary

Approved as to form:

Pam Beery, City Attorney

CCFD#1 Attorney

Department. In the event that DISTRICT should be dissolved, fund reserves remaining shall be apportioned with respect to the ratio paid to the fund by the DISTRICT and the CITY; and the portion paid by the CITY shall be returned to the CITY, or may, upon agreement by the CITY, be allocated for fire protection purposes.

- E. It is understood and agreed by the parties that no councilor, officer, or other representative of the CITY shall be individually liable for any payments due to the DISTRICT.
  - F. Note of the provisions of this Agreement shall be construed to create in the CITY any right, interest, or ownership in any real or personal property used by the DISTRICT 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 DISTRICT and/or the CITY; and if, as a result of the tax limitation, the DISTRICT 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 DISTRICT to reflect the decrease in services provided.
  - H. Neither party shall be bound by this Agreement in the event of Non-Appropriation by either party. In the event of Non-Appropriation, both parties will immediately negotiate a service transition.
4. Legal Advice. The DISTRICT will utilize the City Attorney when considering action within City Boundaries and DISTRICT's attorney when considering action within the DISTRICT. For actions involving both jurisdictions both attorneys may collaborate.
5. Transition.
- A. Employees: All Fire Service employees of the CITY shall transfer to DISTRICT effective January 1, 1998. Employees rights will be determined by ORS 236.085.
  - B. Equipment: CITY shall retain ownership of all facilities and equipment owned by CITY on January 1, 1998. The DISTRICT will advise the CITY on equipment replacement schedules and CITY may purchase replacement equipment or request the DISTRICT to purchase equipment on CITY's behalf.
  - C. Identity. All CITY Equipment shall continue to display a CITY Logo and may display a DISTRICT Logo. The DISTRICT shall identify that it serves the CITY in all promotional and educational materials. Command vehicles and joint use equipment not assigned to a specific station will note the DISTRICT is "proudly serving the City of Milwaukie and City of Happy Valley."
6. Joint Oversight Review. A committee composed of six representatives -- two elected representatives from the CITY, two elected representatives from the DISTRICT, the Milwaukie City Manager, and the Fire Chief -- shall jointly consider policy development, budget

development, and financial aspects of the Agreement. The joint oversight committee shall meet monthly for the first year of the Agreement and quarterly thereafter. Each party's Joint Oversight Committee members shall serve as liaisons to the other party's governing body. The liaisons will be allowed to participate in work session discussions of each party's governing body.

7. Planning Coordination, Urban Service Agreement, and Annexation. The CITY and DISTRICT agree to cooperate in the spirit of Oregon Revised Statutes Chapter 195. The DISTRICT will participate in all comprehensive planning, plan amendments, periodic review, and amendments to land-use regulations within the CITY's Urban Growth Management Area.

- A. Planning Coordination. The DISTRICT will be notified of all comprehensive planning, plan amendments, periodic review, and amendments to land-use regulations conducted by the CITY. The DISTRICT shall receive the same notice and review and comment rights as granted the CITY's Neighborhood Associations. District staff will be included in public facility planning as requested in the same manner as CITY staff.
- B. Urban Service Agreement. The CITY recognizes the DISTRICT as the long-term provider of fire protections services for the boundaries identified in the Clackamas County Urban Service Agreement Project, Phase II (Map attached as Exhibit #1). CITY agrees to continue to contract for fire protection services so long as the DISTRICT demonstrates that it remains the most cost-effective provider.
  - 1) DISTRICT shall plan and coordinate provision of fire protection services within the CITY and CITY's current and future Urban Growth Management Area. CITY and DISTRICT will jointly coordinate with providers of other urban services.
  - 2) DISTRICT and CITY shall jointly consider planning, constructing and maintaining service facilities within the CITY's current and future Urban Growth Management Area.
  - 3) This Agreement shall govern the managing and administering provision of fire protection services to urban users current and future Urban Growth Management Area.
  - 4) This Agreement shall govern the terms of necessary transitions in provision of fire protections services, ownership of current facilities, and annexation of service territories.
  - 5) The Oversight Committee established by this Agreement will provide a process for review and modification of fire protections urban service agreements.

## AGREEMENT

THIS AGREEMENT, authorized by ORS 190.010, is made this \_\_\_\_\_ day of December 1997, by and between the CITY OF MILWAUKIE, an Oregon municipal corporation, hereinafter referred to as "CITY," and the CLACKAMAS COUNTY FIRE DISTRICT #1, 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 ten (10) years, six months beginning on the 1st day of January, 1998, and ending on the 30th day of June 2008.
2. Scope of Services.
  - A. The DISTRICT agrees to provide fire protection throughout the CITY, as required and described in the jointly adopted Strategic Plan, 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 DISTRICT to assure adequate fire protection to the DISTRICT. If the demands of the CITY exceed the available apparatus and personnel which the DISTRICT can provide, subject to that condition, the DISTRICT agrees to invoke then current mutual aid agreements as may be necessary to supplement the DISTRICT'S apparatus and personnel. In providing fire protection throughout the CITY, the DISTRICT, through its fire department, shall:
    - 1) Provide fire protection throughout the CITY within response guidelines established in the "Strategic Plan."
    - 2) Review building and construction plans within the CITY.
    - 3) Investigate fires within the CITY.
    - 4) DISTRICT will do its best to retain or upgrade the present insurance class rating held by the CITY. DISTRICT will seek a re-evaluation of the CITY'S ISO rating within one year. DISTRICT will initiate action to improve the fire response time of the CITY.
    - 5) Review and propose fire codes and ordinances for adoption by the CITY.
    - 6) Perform inspections as required by a priority plan adopted by the DISTRICT and CITY.
    - 7) Enforce codes, ordinances, regulations, and statutes.

- 8) Conducting a fire prevention and education program within the City including Neighborhood Association participation, presentations at schools, and other community events.
  - 9) Maintain, for the CITY, adequate records of activities as may be required by the Insurance Services Office and the Oregon State Fire Marshal.
  - 10) Participate in mutual aid agreements with all fire protection districts which are contiguous with CCFD#1 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.
  - 11) Study and facilitate location of fire stations within the CITY. No Fire Stations may be closed by the DISTRICT within the City Limits without written approval by the City Council.
  - 12) The DISTRICT shall maintain and operate an adequate fire protection in the CITY. DISTRICT 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 DISTRICT liable to the CITY for an interruption or failure of service caused by acts of God, unavoidable accident, or other circumstances beyond the control of the DISTRICT through no fault of its own.
  - 13) The DISTRICT shall operate its fire protection program authorized by the agreement twenty-four (24) hours per day, seven (7) days per week.
  - 14) The DISTRICT 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 CITY.
  - 15) The Fire Chief shall participate in the CITY's emergency management planning. The DISTRICT shall commit command staff to the emergency operations center when activated. The DISTRICT and CITY shall cooperate in emergency preparedness exercises at least annually to test the plan.
- B. The CITY agrees that the DISTRICT shall not be required to duplicate those efforts or services regularly provided by other governmental agencies- nor shall the DISTRICT be required to provide any services which are nor are hereafter specifically reserved by law for any other governmental agency.
- C. The DISTRICT agrees to provide the CITY with regular reports based on the fire protection services provided in sections 1A(1) through 1A(15) of this Agreement. Also, a copy of the annual budget and audit of the DISTRICT shall be provided to the CITY.

- D. The DISTRICT shall keep the CITY informed of all new developments, issues, or concerns affecting, the fire operations of the DISTRICT. DISTRICT shall endeavor to notify the CITY in advance of any public announcement that is to be made on the subject. The CITY shall endeavor to notify the DISTRICT 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 DISTRICT and the CITY shall comply with all applicable laws. ordinances, rules, and regulations of the United States of America. the State of Oregon, 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 DISTRICT nor the CITY 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 CITY may be taken by the Council or by the City Manager.
  - 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:

For CITY  
Dan R. Bartlett  
City Manager  
10722 SE Main  
Milwaukie, Oregon 97222

For DISTRICT  
Randy R. Bruegman  
Fire Chief  
11300 SE Fuller  
Milwaukie, Oregon 97222

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.
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In the first year the full amount for six months of service shall be paid in full by January 31, 1998.

- C. The CITY agrees that it will levy taxes during the term of this Agreement sufficient to provide the payments required to be made to the DISTRICT during this Agreement.
- D. Funds paid to the DISTRICT by the CITY under the terms of this contract shall be dedicated to the operation, maintenance, equipping, and administration of the Fire

Department. In the event that DISTRICT should be dissolved, fund reserves remaining shall be apportioned with respect to the ratio paid to the fund by the DISTRICT and the CITY; and the portion paid by the CITY shall be returned to the CITY, or may, upon agreement by the CITY, be allocated for fire protection purposes.

- E. It is understood and agreed by the parties that no councilor, officer, or other representative of the CITY shall be individually liable for any payments due to the DISTRICT.
  - F. Note of the provisions of this Agreement shall be construed to create in the CITY any right, interest, or ownership in any real or personal property used by the DISTRICT 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 DISTRICT and/or the CITY; and if, as a result of the tax limitation, the DISTRICT 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 DISTRICT to reflect the decrease in services provided.
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4. Legal Advice. The DISTRICT will utilize the City Attorney when considering action within City Boundaries and DISTRICT's attorney when considering action within the DISTRICT. For actions involving both jurisdictions both attorneys may collaborate.
5. Transition.
- A. Employees: All Fire Service employees of the CITY shall transfer to DISTRICT effective January 1, 1998. Employees rights will be determined by ORS 236.085.
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development, and financial aspects of the Agreement. The joint oversight committee shall meet monthly for the first year of the Agreement and quarterly thereafter. Each party's Joint Oversight Committee members shall serve as liaisons to the other party's governing body. The liaisons will be allowed to participate in work session discussions of each party's governing body.

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  - 5) The Oversight Committee established by this Agreement will provide a process for review and modification of fire protections urban service agreements.

- C. Annexation. The DISTRICT and CITY agree to jointly review future annexations or expansion of either party. If any annexation or expansion affects the cost allocation of this Agreement, then the parties will immediately renegotiate the financial terms of the agreement for the remainder of the fiscal year involved.
- 1.) The DISTRICT will assist the CITY in annexations within the CITY's current and future Urban Growth Management Area and will not in any way inhibit or obstruct the CITY's annexation efforts so long as the CITY continues to contract with the DISTRICT for fire services.
  - 2.) The CITY and DISTRICT may jointly prepare an annexation plan to be submitted to voters. If the CITY desires to prepare an annexation plan for its current and future Urban Growth Management Area, the DISTRICT will assist the CITY and will not in any way inhibit or obstruct the CITY's efforts.
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9. 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.
10. Master Agreement. This agreement shall serve as the "Master Agreement" for fire services. Upon signing the parties agree that this Agreement shall supersede all other Agreements between the parties including: the South Metro Fire Prevention Office Agreement, the Training Agreement, the Fire and Life Safety Administrative Services Agreement, and the Battalion Chief Coverage Agreement. Nothing in this Agreement shall prevent the DISTRICT and CITY from entering into additional agreements for service such as Emergency Dispatch Services, Fleet Maintenance Agreements, and Geographic Information Services. DISTRICT will conduct a good faith review of all mutually beneficial proposals and respond to CITY in a timely manner.
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- A. If CITY has notified DISTRICT 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 CITY has notified the DISTRICT 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.

12. 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.

13. 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 Milwaukie, an Oregon municipal corporation

Clackamas County Fire District #1, an Oregon municipal corporation

by:

Dan R. Bartlett, City Manager

CCFD#1 President

CCFD#1 Secretary

Approved as to form:

Pam Beery, City Attorney

CCFD#1 Attorney

To: Chief Bruegman

From: Asst. Shop Steward Cauthorn

Date: 17 September 1997

Subject: Contract comparisons of CCFD #1 to MFD

Dear Sir,

This is a brief compilation of potential cost issue differences between City of Milwaukie Firefighters and Clackamas Co. Fire Dist. #1 Firefighters aside from wages.

<u>Milwaukie</u>	<u>Sick Leave</u>	<u>Clackamas</u>
Accrue 24 hrs./ mo 4800 hr. cap		Accrue 16 hrs./ mo 2920 hr. cap

Vacation

Vacation accruals have Clackamas Co. 1 averaging (1) more shift per year than MFD.

Kelly Days

Milwaukie employees receive three days per year, CCFD #1 receives zero days currently.

Personal Leave Days

Milwaukie receives two days per year, CCFD #1 currently receives zero.

Medical Insurance

Both contracts address medical insurance from different angles, but seem to be about even as to benefit and cost impact.

Deferred Comp. Match

MFD has a \$500 per year deferred comp. match; CCFD #1 does not have a program.

Life and Disability Insurance

MFD has disability insurance that CCFD #1 does not have and slightly better life insurance.

If you have any questions, please give me a call... M.C.



Rank	MFD Annual Salary	CCFD Annual Salary
	Related Costs per Person	Related Costs per Person
Battalion Chief	76,816.08	72,468.00
Captain - EMT P	58,869.94	64,814.46
Captain - EMT B	54,009.12	60,008.34
Lieutenant - EMT P	56,069.25	60,272.93
Lieutenant - EMT I	54,526.06	58,591.03
Lieutenant - EMT B	51,439.68	55,466.81
A/O2 FF3 - EMT P	0.00	55,591.41
A/O2 FF3 - EMT I	0.00	53,909.51
A/O2 FF3 - EMT B	0.00	50,785.29
Firefighter 3 - EMT P	50,856.09	53,128.01
Firefighter 3 - EMT I	49,456.38	51,446.11
Firefighter 3 - EMT B	46,656.96	48,321.89
Firefighter 2 - EMT I	47,096.82	49,154.10
Firefighter 1 - EMT I	44,858.61	0.00

## TRANSFER OF PUBLIC EMPLOYEES

**236.605 Definitions for ORS 236.605 to 236.640.** As used in ORS 236.605 to 236.640:

(1) "Public employee" means an employee whose compensation is paid from public funds.

(2) "Public employer" includes the state, or cities, or counties, or special districts but not including school districts, or an Oregon nonprofit corporation any of which has accepted the transfer of a public program from a public employer in this state for maintenance and operation. [1991 c.918 s.2; 1995 c.286 s.20]

**236.610 Rights of employee when duties assumed by different public employer.** (1) No public employee shall be deprived of employment solely because the duties of employment have been assumed or acquired by another public employer, whether or not an agreement, annexation or consolidation with the present employer is involved. Notwithstanding any statute, charter, ordinance or resolution, but subject to ORS 236.605 to 236.640, the public employee shall be transferred to the employment of the public employer that assumed or acquired the duties of the public employee, without further civil service examination.

(2) The transferred public employee shall not have the employee's salary reduced as a result of a transfer under this section during the first 12 months of employment with the receiving employer. After the first 12 months of employment with the receiving employer, the transferred public employee shall be placed at the closest salary for the position as designated under the receiving employer's salary schedule.

(3) It is the responsibility of the transferring employer to liquidate accrued compensatory time at the time of transfer, consistent with any applicable statute or collective bargaining agreement.

(4)(a) At the time of transfer, the transferred public employee may elect to:

(A) Retain any accrued sick leave;

(B) Retain up to 80 hours of vacation leave; and

(C) Retain additional vacation leave if agreed to by the transferring employer, the receiving employer and the transferred public employee.

(b) At the time of transfer, the transferring employer shall pay to the receiving employer a sum equal to the number of hours of accrued leave retained times the employee's hourly rate of pay.

(c) After the transfer, the receiving employer shall grant any leaves according to its rules or any bargaining agreement governing use of leaves.

(5) In the event that any transferred employee is subject to a waiting period for coverage of preexisting conditions under the health insurance plan of the receiving employer, the receiving employer shall arrange for a waiver of such waiting period with its health insurer. The transferring employer shall reimburse the receiving employer for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.

(6) In transferring a public employee under subsection (1) of this section, the employer shall furnish the employment records of that employee to the receiving employer at the time of transfer. The time of transfer shall be by written agreement between the public employers involved. [1963 c.204 ss.1, 2; 1971 c.500 s.1; 1991 c.918 s.3; 1995 c.286 s.21]

**236.620 Status of transferred employee.** A public employer who receives a transferred employee under ORS 236.610 (1), including an employee whose transfer is provided for by an agreement under ORS 190.010, shall place that employee on its employee roster, subject to the following:

(1) If the employee was serving a probationary period with the employer at the time of transfer, the past service of the employee on probation shall apply on the regular probation requirements of the receiving employer.

(2) Notwithstanding any other provision of law applicable to a retirement system for employees of the prior employer or of the receiving employer, the employee at the option of the employee may elect to continue for 12 months under any retirement system in which the employee was participating prior to transfer or, if the employee meets the qualifications therefor, the employee may elect to participate in the retirement system available to employees of the receiving employer. The employee's election shall be in writing and made within 30 days after the date of transfer. If the employee elects to continue under the retirement system in which the employee was participating prior to transfer, the employee shall retain all rights and be entitled to all benefits under that system, the employee shall continue to make contributions to that system and the receiving employer shall make contributions on behalf of the employee to that system as required of employers participating in that system, as if the transfer had not occurred.

(3) The employee shall retain the seniority the employee accrued under prior employment, but no regular employee of the receiving employer shall be demoted or laid off by reason of that seniority at the time the transfer occurs. Thereafter, the employee's seniority from the transferring employer shall be regarded as seniority acquired under the receiving employer.

(4) The employee otherwise shall enjoy the same privileges, including benefits, hours and conditions of employment, and be subject to the same regulations as other employees of the receiving employer. [1963 c.204 s.3; 1967 c.550 s.10; 1991 c.918 s.4; 1995 c.286 s.22]

**236.630 Authority of new employer over transferred employee.** A public employer who receives a transferred public employee under ORS 236.610 (1) shall place that employee in a position comparable to the position the employee enjoyed under prior employment, subject to the following:

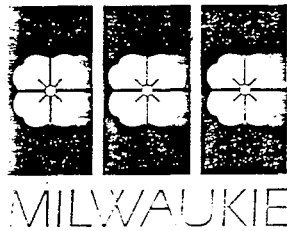
(1) The receiving employer, in determining a comparable position, shall consider the employee's educational and physical qualifications, experience, and the salary, duties and responsibilities of prior employment.

(2) If the receiving employer finds that no comparable position exists under subsection (1) of this section, the employee shall be offered a lesser position, if such position is available, according to the qualifications of the employee, by the receiving employer. The finding and action of such employer under this subsection, and subsection (3) of this section shall be subject to a hearing upon the employee's request and subject to review under ORS 34.010 to 34.100.

(3) If the receiving employer finds that no position exists, the employee shall be listed as a regular laid-off employee and shall have priority to appointment over other persons eligible for any position for which the employee is qualified, subject to any applicable collective bargaining agreement. [1963 c.204 s.4; 1991 c.918 s.5; 1995 c.286 s.23]

**236.640 Reemployment right of employee at end of cooperation agreement.** At the end of a cooperation agreement the employee transferred shall be entitled to the position of the employee with the transferring employer prior to transfer, if the employee has remained an employee of the transferee employer in good standing to the termination of the agreement. [1963 c.204 s.5]

**236.650** [1967 c.550 s.9; repealed by 1995 c.286 s.34]



**MEMORANDUM**

To: Mayor and City Council  
Through: Dan Bartlett, City Manager *DB*  
From: Pat DuVal, City Recorder *Pat*  
Subject: Milwaukie High School's Langford Team  
Date: November 24, 1997

**Action Requested** – Information only.

**Background**

The City of Milwaukie had the honor of sponsoring one of the first Langford Problem Solving Teams launched by Milwaukie High School. Of the thirty-five students applying, ten were selected, and five of them interned with the City of Milwaukie between November 17<sup>th</sup> and November 21<sup>st</sup>.

At the worksite, the Team used quality improvement tools and techniques to solve a real-world problem. The problem statement was: *The Records and Information (RIM) Division was formed in July 1997 for the purpose of addressing information sharing needs and to cross train individuals in critical support tasks within the organization. Feedback indicates the Division is not meeting some departmental needs, and deadlines have been missed. A 360-degree process needs to be established that realistically identifies organizational, departmental, and individual needs.*

The Langford Team was self-directed and scheduled their own meetings and interviews and arranged for any necessary transportation. The students used their critical thinking skills to prepare a recommendation which they presented to a group of about fifteen people on the last day of their assignment. Their ideas were well thought out and conveyed in a very competent Powerpoint presentation.

Please join me in recognizing the Milwaukie High School Langford Team: Molly Garmire, Keli Meadows, Amanda Rowe, Tim Salyers, Torea Schauer, and Bill Smethurst, Advisor.



**Milwaukie High School's  
Langford Team**

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- \* Question 3 chart-Molly
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- \* Question 5 chart-Amanda
- \* Question 6 chart-Molly
- \* "This is our plan"-Tori
- \* Theory for improvement-Keli
- \* Conclusion-Tim

# We Are The Langford Team

Tim Salyers

Torea Schauer

Molly Garmire

Keli Meadows

Amanda Rowe

## Langford Team Explanation

Langford Teams is a group that is dedicated to further educating students on how to survive group work in a real life situation. We received a two day workshop where we were informed and trained in problem solving techniques and the basic principles of quality improvement. We applied what we learned on a real life work-related problem at a sponsoring employer site. Our goal is to develop a solution and to propose a plan for reducing or eliminating the problem. Langford Teams was created because too many students leave high school unprepared for their futures in college and/or work. The purposes are to provide students with team problem solving skills and the opportunity to learn how to improve work processes, to give us skills employers want, and to prepare for the transition between school and work. Langford Teams is intended to better prepare the youth for their future roles as learners, employees, and leaders.

6

## Purpose-

Effective communication between groups will enhance cooperation and respect between department. Rearranging organization skills will improve priorities to the customer.

## Vision-

Providing goals will improve the departments of understanding the way the city should run together.

# Communication

Problems	Possible solutions
<ul style="list-style-type: none"><li>* Due dates not being met</li><li>* Bosses don't communicate</li><li>* Lack of communication in departments</li><li>* No extra effort to communicate</li></ul>	<ul style="list-style-type: none"><li>* One main "operator" for all departments</li><li>* A counselor to help relieve stress &amp; tension in the work place</li><li>* Work orders</li><li>* Stay on task</li><li>* Working together as a team</li><li>* Monthly meetings Within department not just RIM</li><li>* Bi- monthly meetings All departments</li><li>* Suggestion Box</li></ul>

8

# Clackamas County Education Service District PRODUCTION SERVICES WORK ORDER

**PLEASE READ BEFORE FILLING OUT FORM:**

1. Fill out form completely. We will only do what you request.
2. A confirmation slip will be sent to you upon receipt of this job with a date we feel we can complete your request. ASAP does not mean your job is rush order; it means as soon as we can possibly get it to you.
3. **Typesetting: Copy should be double spaced, typed, edited, and proofed before submitting.** The *Greg Reference Manual*, Sixth Edition (1985), is used for grammatical style. If you prefer a different style please indicate preferred style, in writing, at the time you submit your copy. Allow 3-5 working days for first proof. Jobs with substantial copy and or complicated forms may require additional time.
4. **Graphic Design:** Allow 3-5 working days for first proof. Handbooks, newsletters, logos, artwork, overlays, etc., may require more time.
5. **Printing only jobs:** Send camera-ready originals on 20# white paper with black type or pen. Do not use erasable bond, colored paper, blue ink, or pencil for your originals. All multiple page jobs must have numbered pages.
6. **Copyright Statement:** Copyrighted material will not be reproduced without written permission from the copyright holder!

Person Ordering \_\_\_\_\_ Date \_\_\_\_\_ Date Needed \_\_\_\_\_

School \_\_\_\_\_ Purchase Order # \_\_\_\_\_

Item \_\_\_\_\_

Printing  Graphic Design

Typesetting

Number of Originals \_\_\_\_\_ Quantity \_\_\_\_\_

Finished Size \_\_\_\_\_

Printing:  One Side  Two Sides

Paper Stock:

Regular Bond Color \_\_\_\_\_

Index Color \_\_\_\_\_

NCR Parts \_\_\_\_\_

Other Stock \_\_\_\_\_

**Bindery: (Please Specify)**

Collate \_\_\_\_\_  Cloth Bind \_\_\_\_\_

Fold \_\_\_\_\_  Hot Wax \_\_\_\_\_

Staple \_\_\_\_\_  Pad \_\_\_\_\_

Saddle Stitch \_\_\_\_\_  Drill \_\_\_\_\_

Comb Bind \_\_\_\_\_  Laminate \_\_\_\_\_

Number \_\_\_\_\_ to \_\_\_\_\_

**Special Instructions:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Building Coordinator: \_\_\_\_\_

Signature

+

- Improve communication
- Work to meet deadlines
- Work together as a whole
- Understanding others views
- Positive attitudes

### Future Organization

- 1.) Responsibilities clearly defined.
- 2.) Heads need to know how to access support staff.
- 3.) Work requests to RIM from others are clear & on time.
- 4.) Open & improve communication.
- 5.) Information is shared openly
- 6.) Have a system of recognizing improvements & achievements.



### Present Organization

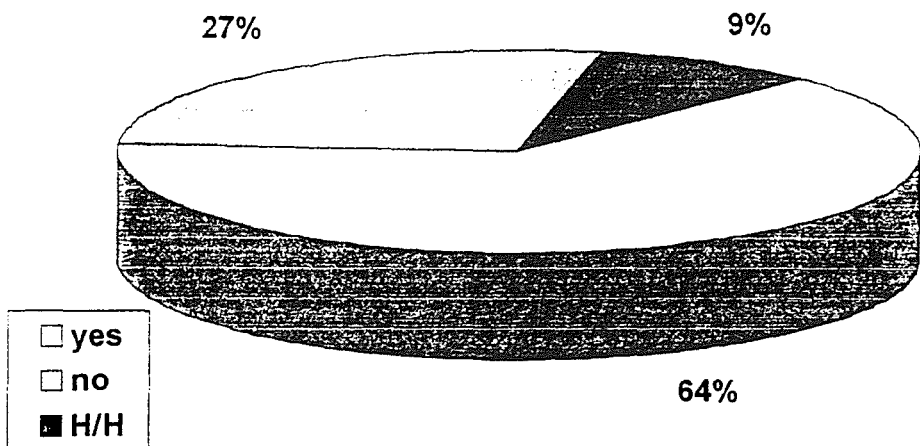
- 1.) Resistance to support changes.
- 2.) Responsibilities not clearly defined
- 3.) RIM not effective.
- 4.) Work not evenly distributed.
- 5.) Don't want to offer help anymore
- 6.) Boss problems

—

- Selfishness
- Not working together
- No effort
- Letting feelings get the best of you

# Question 1

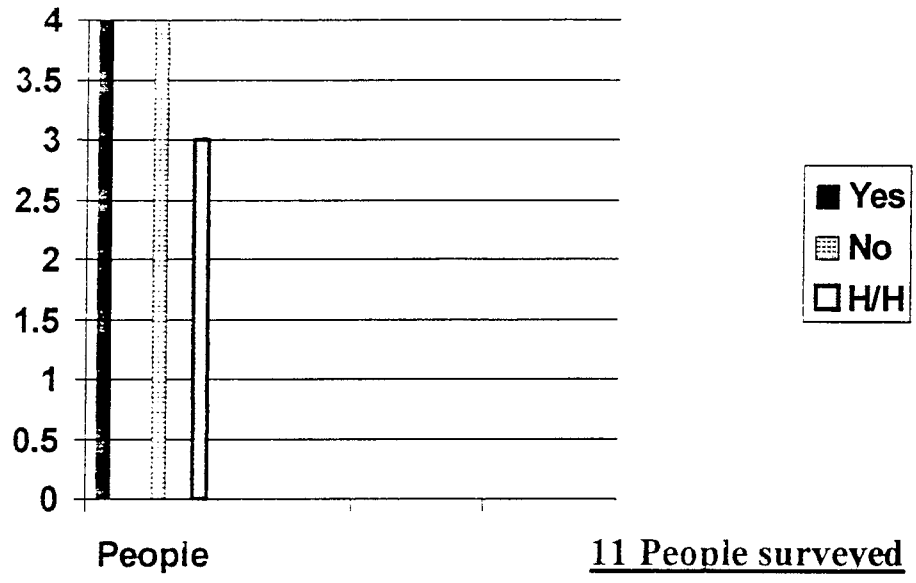
Are you satisfied with your job?



11 People surveyed

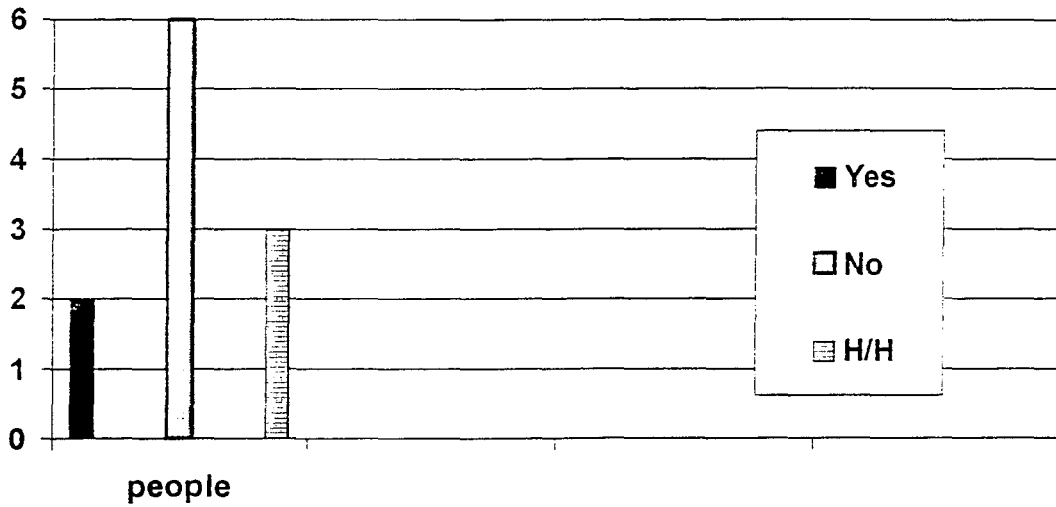
# Question 2

Are your work loads evenly distributed?



# Question 3

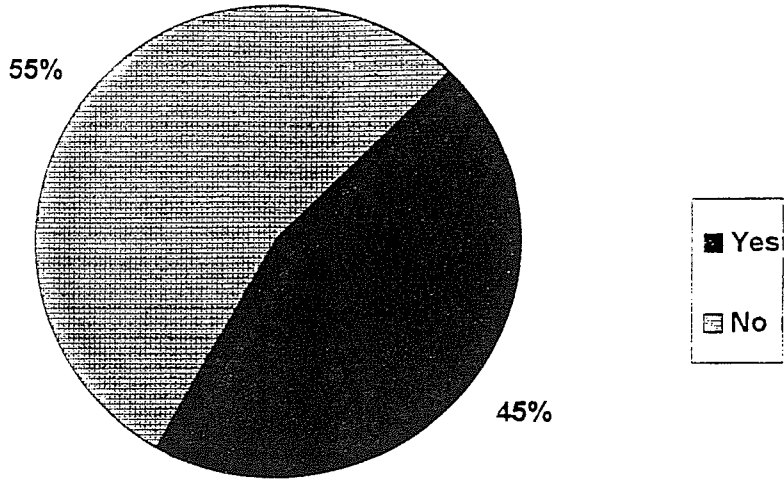
Are your expectations unclear?



11 People surveyed

# Question 4

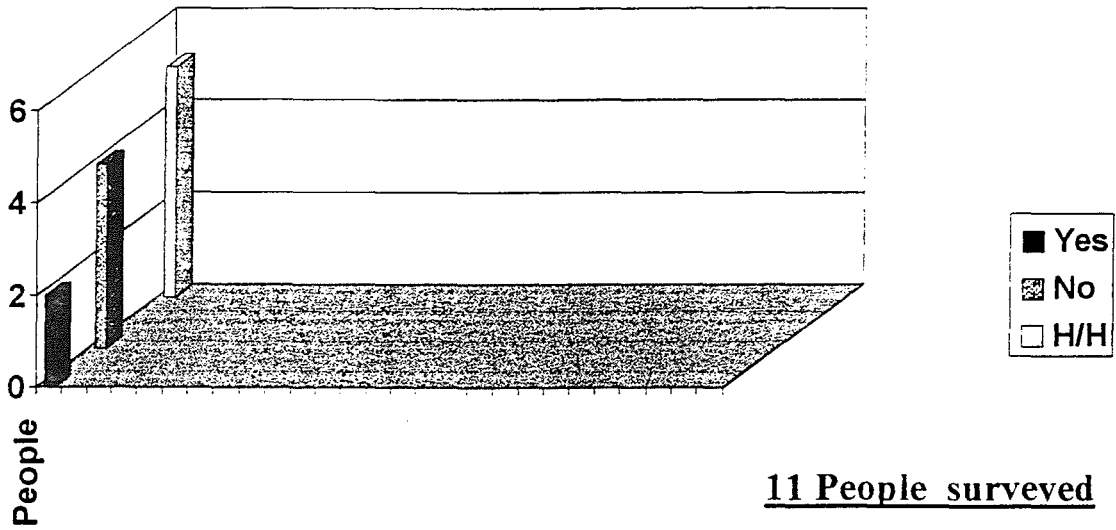
Do you feel communication is open between departments?



11 People surveyed

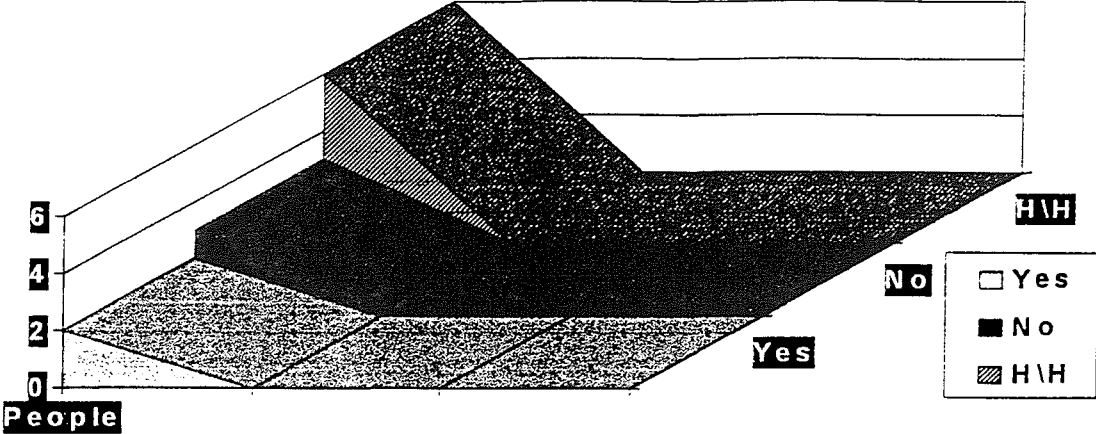
# Question 5

Do people help you if you're swamped?



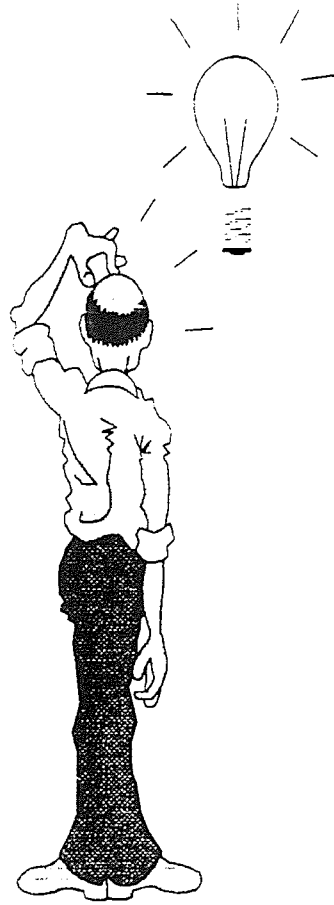
# Question 6

Is information hard to access?



11 People surveyed

# We've got the plan!



## Theory for Improvement

After evaluating the systems, we've found that communication between departments and within departments is not fulfilling the highest potential. So to remedy this we suggest that you implement monthly departmental meetings and optional bi-monthly meetings of all the departments collectively. We also recommend that a rewards system for achievements is put into place. This would motivate employees to work more efficiently and remove all negative attitudes from past experience.

# Acknowledgments

The Milwaukie High School's Langford Teams  
would like to thank the following for their support:

Patricia Duval

Susan Roberts

Dan Lee

The RIM staff for their time

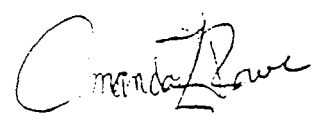
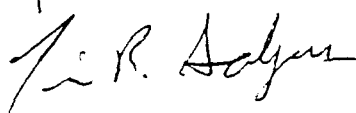
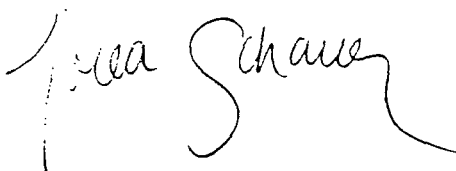
City Hall

Public Safety Building

Johnson Creek Building

All those who took the time to come to our presentation

Sincerely,





MEMORANDUM  
November 24, 1997

**TO:** Mayor and City Council  
**THRU:** Dan R. Bartlett, City Manager *DB*  
**FROM:** Jim Brink, Public Works Director *JB*  
**SUBJECT:** Neighborhood Traffic Management Program

**Action Requested:** None. Information only.

**Purpose:** Provide a report on the status of the Neighborhood Traffic Management Program (NTMP).

**Discussion:**

Over the past year Public Works has endeavored to establish a process to handle citizen's concerns about neighborhood traffic issues and to program, design and construct as many neighborhood traffic projects as funds will support. The highlights of the Neighborhood Traffic Management Program for FY97-98 are as follows:

1. April 1997 - Installed four sets of flashing yellow beacons vicinity Milwaukie Elementary, Hector Campbell Elementary, Lewelling Elementary, and Linwood Elementary schools on Washington St, Monroe St, Logus Rd, and Linwood Av respectively. The cost of the project was \$29,312.
2. July 97 - the City Council approved a city Neighborhood Traffic Management Program. Seven street sections qualified for the program and have been placed in recommended FY 1998-2003 Capital Improvement Program. Staff is focusing on the FY97-98 project which is Stanley Av from Railroad Av to Monroe St. The speed watch program and assistance from the Police Department have been used to slow traffic. Staff has also provided NTMP presentations to five Neighborhood Associations and provided two speed watch classes.
3. July 1997 - the City Council approved the IGA with Clackamas County for the 1998 Community Development Block Grant Sidewalk Improvement project. This project involves approximately 6000' of sidewalk and curb on one or both sides of streets that were identified by School Trip Safety Task Forces to improve the safety of school children walking to and from school. The streets include 37th Av, Washington St, 42nd Av, and Olsen St. The estimated cost of the project is \$293,750. Project design should be complete by 12-15.
4. July 1997 - the City Council approved a bike/pedestrian grant application made to ODOT for FY98-99. The project includes sidewalk and curb on Roswell St from 32nd Av to 42nd Av. The estimated cost of the project is \$365,285. ODOT will inform City of grant status no later than 12-31.
5. September 1997 - Neighborhood Services, Public Works and Police combined forces to publish an NTMP brochure that explains the city's NTMP.
6. October 1997 - Legislation took effect on October 5th that allows local jurisdictions to double traffic fines in school zones. City responded by placing 20 signs in school zones on minor arterial and collector streets to warn motorists that "Traffic Fines Double in School Zones."
7. November 1997 - Five sidewalk projects identified by School Trip Safety Task Forces to improve the safety of school children walking to and from school were placed on the recommended FY 1999-2003 CIP. The projects include Madison St, King Rd, Cedarcrest Dr, Lewelling St, Franklin St, and Lamplighter St.

traffic\ntmp\council2.doc  
11-24-97

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

CITY OF MILWAUKIE  
CITY COUNCIL WORK SESSION  
NOVEMBER 18, 1997

**Mayor Lomnicki** called the work session to order at 4:15 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; and Community Development Director Collins.

**Information Sharing**

1. The group discussed upcoming community events: Library Grand Re-opening on November 15<sup>th</sup> and 16<sup>th</sup>; Sisters of Providence Blessing and Open House; and MDDA Luncheon.
2. **Councilmember Kappa** announced he was considering purchasing property in the proposed Regional Center with two other parties. He understood from counsel that there were no legal problems.
3. The group discussed the proposed IGA with Clackamas County for operation of the Enterprise Zone. The draft ten-year agreement included reference to Johnson Creek Blvd. improvements and storm water runoff rules. **Mayor Lomnicki** asked staff to provide a comment on the percentage of new hires at minimum wage. **Bartlett** said Pat Allen, Oregon Economic Development Department, would discuss the new hire wage issue. The Clackamas County Board of Commissioners adopted a resolution supporting the Enterprise Zone, and he recommended the City Council, if it supported the proposal, meet with the Commissioners.

**Mayor Lomnicki** asked if the resolution before the City Council was identical to the one adopted by the Commissioners. **Bartlett** said Allen could answer that question.

**Mayor Lomnicki** discussed median and average wage, and said it was his intent for the greatest number of people to get the highest possible wage. The new document puts a 75% limit on the 150% of minimum wage. **Bartlett** said in order to do this, the median wage should be used for calculation.

**Councilmember Tomei** felt 75 - 85% of the employees should earn 150% of minimum wage. **Bartlett** was concerned there might be a problem telling a company how to spread their wages.

**Councilmember Schreiber** said one must consider the job market and some jobs require more skills than others. **Bartlett** added an Enterprise Zone is also intended for start-up businesses which may hire at lower wages.

**Councilmember Trotter** felt it was unrealistic to expect that every one hired would receive 150% above minimum wage. **Councilmember Tomei** felt that was the purpose of an Enterprise Zone.

**Councilmember Tomei** asked how many more jobs were needed in the City of Milwaukie to meet 2040 Plan projections. **Collins** responded the City is only about one-third of its way to the employment target, and any new job creation would be helpful.

**Bartlett** said the "such as" clause in the proposed resolution is non-binding, and he recommended the City Council schedule a meeting with the County Commissioners to discuss conditions. By approving the resolution, City Council would authorize the Department of Transportation and Development to prepare and submit the application. The City and County will have to develop an intergovernmental agreement for zone management if the application is approved. The City Council does not have to develop local conditions at this meeting.

**Councilmember Tomei** said, after the resolution is approved, there will be a chance for the City and County to negotiate certain concessions.

**Bartlett** said the application will be submitted next week, and the State has sixty days to approve or deny. Milwaukie and Clackamas County will begin meeting after the Zone is approved. The group discussed the Zone Manager's role. **Bartlett** added that the Zone exists for ten years.

**Councilmember Kappa** discussed the Johnson Creek Blvd. improvements and storm water issues. **Bartlett** said the Surface Water Commission will establish regulations for storm water runoff by applying mitigation and construction rules.

**Mayor Lomnicki** noted resolution section 2 gave Department of Transportation and Development staff the authority to submit the application materials. Section 4 refers to the City and County signing a Memorandum of Understanding. Neither section addresses Johnson Creek Blvd., the Zone Manager, or storm water management. **Bartlett** said the signed intergovernmental agreement would bind both parties, and he felt the County Commissioners would continue their interest in these issues. He added the State might also place some conditions on the application during its approval process.

**Councilmember Tomei** referred to the City of Portland agreement and asked at what point it was developed. **Bartlett** said it was developed for an Enterprise Zone in northeast Portland that was never used. The conditions were developed after the Zone was designated. He added the City of Portland might become a co-sponsor or supporter for the area of the Zone inside its City limits.

**Councilmember Schreiber** said she discussed the child care issue with Allen, and he indicated he had every intention of seeing it through.

### Community Development Work Plan

**Collins** presented the staff report. The Community Development work plan was divided into the Vision Track, the Comprehensive Plan Track, and Department Projects. She discussed the estimated budget and outside help requirements. Her total request was to transfer \$65,299 from contingency.

**Councilmember Trotter** noted Metro would reimburse \$17,000 for South/North Light Rail public involvement.

**Collins** reviewed the projects. **Councilmember Kappa** asked for clarification of the Design Review. **Collins** said that was the area inside the Regional Center and discussed the Main Street design.

**Councilmember Schreiber** asked when the Periodic Review would take place. **Collins** said the first in-house analysis would take place in January or February.

The group discussed the pros and cons of regular staff versus consultants.

**Bartlett** said proposed cuts were made based on Measure 50, so \$84,000 was still available and could be transferred to contractual services.

**Councilmember Trotter** commented on the projects. He referred to staff report pages 37 and 38 and indicated he felt the Planning Commission should recommend a planning process for City Council's approval or revision. He noted some of the phases were contingent upon adopting the Regional Center Master Plan, so if adoption was delayed, these would be sequentially delayed. **Collins** said that would be Council's decision.

**Councilmember Trotter** asked Collins what she envisioned coming out of the Master Plans for Public Lands Project. **Collins** anticipated a master site plan for either individual properties such as the Junior High and Safeway sites or a more comprehensive, encompassing site plan. **Councilmember Trotter** asked how the master plans would be developed if the new zoning had not been adopted. **Collins** said the Regional Center Master Plan and other documents such as the Transportation System Plan (TSP) would provide direction to the consultant.

**Councilmember Trotter** expressed concern about master planning before Comprehensive Plan amendments were adopted. **Collins** said the Comprehensive Plan amendments were scheduled for December. **Councilmember Trotter** was concerned about working too far ahead if the Regional Center Master Plan was not adopted in December.

**Bartlett** said City Council can direct the Planning Commission to delay its actions on Mixed Use and PUD zone changes.

**Mayor Lomnicki** felt it would be prudent not to move forward until after the first of the year since the Regional Center Master Plan might depend on completion of other projects.

**Bartlett** asked the City Council if it wished to push back the following projects: Land Use Designations, Master Plans for Public Lands, and Regional Center Coordination.

**Councilmember Trotter** felt more direction would be established after the first of the year.

**Councilmember Kappa** asked if this would be enough money and said he would be in favor of additional funds to get a better product. **Collins** felt an adequate job could be done, but additional help might be needed for the Master Plans for Public Lands project.

**Councilmember Tomei** asked if the Department could do a better job if there were more money. **Collins** said yes and discussed timing of the Regional Center Master Plan.

The group discussed the Planning Commission work plan and tasks related to the City Council's Goals. **Collins** suggested a joint work session.

The Council discussed advisory boards in general, and **Mayor Lomnicki** felt it was very important to reactivate the Traffic Safety and Transportation Board (TSTB). **Bartlett** noted the Citizens Utility Advisory Board (CUAB) was working on the Transportation System Development Charge (SDC) and reviewing the storm water issues. He suggested contacting people involved in the School Trip Safety Program to find out if they were interested in serving on the TSTB.

**Mayor Lomnicki** felt four-year terms might be too long and suggested shorter terms. He discussed the City's community involvement process and its relationship to advisory boards.

**Collins** said it would be helpful to the Planning Commission to have a discussion with the City Council to develop a partnership and focus its direction.

**Councilmember Tomei** suggested a 6:00 work session prior to the Planning Commission meeting.

**Councilmember Schreiber** commented on the Historic Milwaukie Neighborhood Association's desire to launch a visioning workshop which she felt was a very positive step. **Bartlett** added this type of activity would work through the Office of Neighborhoods.

**Council directed staff to arrange of work session with the Planning Commission to discuss its current work plan.**

**Bartlett** summarized the discussion: Community Development would retain the funds, and some of the planning projects would be pushed forward to January.

The group discussed the feasibility of holding the second City Council meeting of December on the 9<sup>th</sup>.

### **Public Works Projects**

**Brink** presented the staff report. The Home Avenue/Monroe Street project was added to this year's Capital Improvements Plan (CIP) and includes about 650 feet of 24" pipe and a series of five drywells. This system of drywells would handle a 25-year storm event. Storm water will be collected at the Home/Monroe intersection, carried to Dick Street, and dispensed into the ground through the series of drywells. This project is intended to fold into the comprehensive Storm Water Master Plan by connecting the Home Avenue basin with the proposed Railroad Avenue interceptor. The primary advantage of the proposed \$80,000 would be to resolve the "Lake Monroe" problem while preparing for a long-term solution.

**Councilmember Tomei** noted the Storm Water Master Plan called for a 54" pipe connecting Home and Railroad Avenues and asked why the larger pipe was not being used in this project. **Brink** said the cost would be very high, and this design would solve the problem at the intersection and relieve pavement deterioration. Additional drywells could be added in the future. **Bartlett** noted the life of a drywell is 10 - 25 years. **Mayor Lomnicki** was concerned about digging up the street again in 5 - 10 years.

**Councilmember Schreiber** noted the staff report mentioned a series of thirteen drywells. **Brink** said thirteen drywells would handle a 50-year flood event, and the consultant recommended constructing five at this time to evaluate their effectiveness.

**Bartlett** said staff is requesting authorization to advertise for bids, and the contract award would be made at a later date.

**Brink** added this would be a 30-45 day project.

The group discussed the Langley letter and the storm water runoff problem. A large root wad causing the blockage was removed. The property owners will be contacted by the City's insurance carrier.

**Councilmember Kappa** asked about the sign issues. **Bartlett** said there was an update in the City Council packet.

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

---

Pat DuVal, City Recorder

**CITY OF MILWAUKIE  
CITY COUNCIL MEETING  
NOVEMBER 18, 1997**

The one thousand seven hundred and seventy-ninth meeting of the Milwaukie City Council was called to order by Mayor Lomnicki at 7:05 p.m. in the Milwaukie City Hall Council Chambers. The following Councilors were present:

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

Dan Bartlett, City Manager Charlene Richards, Assistant City Manager Paul Elsner, City Attorney	Jim Brink, Public Works Director Maggie Collins, Community Development Director
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**PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS**

**108th Birthday of Martha Brady**

**Mayor Lomnicki** read a proclamation recognizing **Martha Brady**, a Milwaukie resident, on her 108<sup>th</sup> birthday.

**ACTS of Oregon -- Special Commendation to Milwaukie Public Works Director Jim Brink**

ACTS of Oregon commended **Brink** for his work in promoting community traffic safety by developing the Neighborhood Traffic Management Program (NTMP) in partnership with Milwaukie citizens. **Mayor Lomnicki** urged interested people to apply for the vacant positions on the Traffic Safety and Transportation Board.

**Certificate of Achievement for Excellence in Financial Reporting**

**Dave Boyer**, Multnomah County, presented the City of Milwaukie with the *Certificate of Achievement for Excellence in Financial Reporting*.

## CONSENT AGENDA

It was moved by Councilmember Kappa and seconded by Councilmember Tomei to adopt the Consent Agenda which consisted of the City Council minutes of November 4 and 5, 1997. Motion passed unanimously.

## AUDIENCE PARTICIPATION

**Jeff Marshall**, 9901 SE 53<sup>rd</sup>. He contended the City Council violated State mandamus law by approving a substandard subdivision in the Lewelling Neighborhood. The case went to LUBA, and neither the developer or the City of Milwaukie appeared at the hearing. He read a letter into the record from Attorney Daniel H. Kearns, Preston, Gates and Ellis, regarding the City Attorney's response to Lewelling Neighborhood Dist. v. City of Milwaukie, LUBA No. 97-031. Kearns stated the City Attorney advocated for an outcome that would have substantial policy implications for the City of Milwaukie. Kearns recommended the Neighborhood bring the issue before the City Council because he felt the policy decision effectively stated the City Council had been lying all along. **Marshall** said the City Council had made a serious mistake and urged it to reverse its decision and reimburse the Neighborhood \$4,000 for legal fees.

**Bartlett** said the City Council should schedule an executive session with the City Attorney handling the land use issue in order to discuss it further.

**Michelle Greeley-Roberts**, 13709 SE Laurie Avenue. Members of the Milwaukie Democracy Project (MDP) are seeking recall of three members of the Milwaukie City Council. The top-down management style practices continue to go against the will of the citizens. The problem is the manner in which decisions are made beginning with the City Manager and the Community Development Department who amend ordinances in response to community opposition. Accessing public records has been made more difficult since the citizens became active. The MDP is not against growth, light rail or specific Councilors. It is against the top-down management style. Citizens must be able to participate, and she noted MDP members have been active on various committees.

**Jim Lotz**, 5537 Harlow Street. He is a 35-year resident of Milwaukie and served on the Planning Commission with Trotter. The City's roads and other public improvements are good, but he was concerned that decisions were being made without proper input from citizen groups. He discussed his participation on the Neighborhood Councils which were active in the late 1970's and with the Comprehensive Plan development. He was disturbed that high density was being planned without citizen input.

**Tom Alford**, 2708 SE Monroe. He wished to rebut the City Council's responses to Analise Hummel at the October 4, 1997, meeting regarding truck traffic on Monroe Street. Monroe Street residents had given the City Council a signed petition in August asking for "No Thru Trucks." Councilmember Kappa told Hummel that it could be hazardous if trucks crossed the transit mall, but what about the people living on Monroe Street? He referred to a January 4, 1993, correspondence from the Traffic Safety Commission through then Police Chief Mansfield expressing alarm over the misuse of the roadway design by trucks. Mayor Lomnicki had spoken about some trucks needing access to downtown. **Alford** asked why it would be such a hardship for drivers to go one block out of their way? He referred to a January 1993 memo from City Manager Bartlett and then Public Works Director Tim Corbett regarding roadway improvements based on safety hazards, livability improvements, and industry and business adequate access to local and regional markets. **Alford** referred to a memo from Bartlett regarding the Monroe Street Traffic Analysis Final Report stating that truck volumes were low and that Monroe Street was suitable to function as a minor arterial. The "No Jake Brake" sign, which was the only recommendation carried out, was taken down about six weeks ago. Public Works Engineering Intern Shelton told him trucks could traverse Monroe Street if drivers were doing business in downtown Milwaukie. **Alford** said the City Council has failed its commitment to Monroe Street residents. It has been five years since the Traffic Analysis Final Report was completed, and nothing has been done.

**Mayor Lomnicki** said the Transportation System Plan (TSP) designates Monroe Street as a minor arterial. The Analysis indicated that Monroe should not be completely closed to all truck traffic such as local delivery trucks and garbage haulers. It is not the intent to stifle commerce in the downtown area. Business owners have a right to access their property and be part of the neighborhood and downtown commerce. City staff is working on signage and enforcement.

**Alford** referred to Municipal Code Chapter 10 and felt that trucks should use Harrison Street.

**Analise Hummel**, 2802 SE Monroe. She objected to trucks on Monroe. If light rail had gone through the downtown area, Milwaukie Lumber would have had to move. She suggested the company be offered a location on Johnson Creek Blvd. It is not the type of business that belongs in a downtown, and she suggested the property be used as a skateboard park. The trucks using Monroe are very heavy, and regular vehicles travel extremely fast. Residents want to keep Monroe Street, 34<sup>th</sup> Avenue, and others neighborhood streets. The 2040 Plan would double the City's population, and people do not want higher density. **Hummel** indicated she was also a member of the MDP and was working to get the City into a future where dissent is accepted by the City Council and there were no more 5-0 votes. Citizens come time and time again with good arguments, but the City Council does not hear.

**Mayor Lomnicki** said he wanted to make sure enforcement was ongoing. He suggested that residents who see trucks that are not stopping in the downtown area call the Police Department with the company name or license plate number. The City will work to notify those companies that are abusing the use of the street.

**Hummel** suggested an article in the *Clackamas Review*.

**Councilmember Kappa** said in the Lake Road area, citizens try to get the company name and license plate number of the vehicle and turn it over to the Police Department or the City Manager. The companies are contacted about using different routes. Many of the carriers are large companies, and it takes time and patience to get the idea through to the home offices.

**Councilmember Tomei** felt drivers who were flagrantly violating the signs should be cited by the Police Department. **Bartlett** said a reminder of the potential violation would be sent to the dispatchers.

**Julie Wisner**, Traffic Safety and Transportation Board member and 34<sup>th</sup> Avenue Task Force member. She expressed sympathy for the truck problem and discussed the truck watch on 34<sup>th</sup> Avenue. The signs requested by the Neighborhood Task Force were not placed in the appropriate location. There also needs to be one more sign at the north end. A City of Portland traffic engineer had told Brink to sign each end of 34<sup>th</sup> Avenue. City Council was given documentation of trucks observed using the street, and the packet included examples of proper signage. She wanted to bring attention to the fact that the City of Milwaukie did not have a traffic engineer. **Wisner** stressed the importance of preserving the integrity of residential neighborhoods. Trucks are ruining the roadbeds and present a safety hazard. She supported Alford's comments.

**Chris Houston**, 11335 SE 35th. The street has become a racetrack, and the situation is very dangerous particularly when residents try to get out of their driveways. After speed humps were installed on 34<sup>th</sup>, traffic moved to 35<sup>th</sup>. He requested barriers be installed.

**Mayor Lomnicki** said the City was working to find the most appropriate traffic calming devices for its neighborhoods. He discussed the NTMP and prioritization of street improvements. He urged residents to work through their Neighborhood Associations.

**Alford** said the reason he attended this meeting was because he was told by Shelton that trucks going to Milwaukie Lumber could use Monroe Street. He was annoyed at the drivers' attitudes. "No trucks" should mean no trucks.

## PUBLIC HEARING

### Regional Center Master Plan

**Mayor Lomnicki** called the public hearing on the Regional Center Master Plan to order at 7:55 p.m.

The purpose of the hearing was to consider public comment on the adoption of the Regional Center Master Plan as an ancillary document to the Milwaukie Comprehensive Plan. He asked that speakers limit their time to three minutes. **Mayor Lomnicki** announced the record would remain open until 5:00 p.m. on November 25, 1997. Copies of the material would be distributed to the City Council for further consideration at the December 2, 1997, meeting. He reviewed the conduct of the hearing.

Staff Report: **Collins** presented the staff report on file number CPA-97-01. This was a proposal to adopt the Regional Center Master Plan as an ancillary document to the Comprehensive Plan. The primary study area is 573 acres, and the secondary study area, that includes the business/industrial and part of the northern industrial area, is 125 acres. The Regional Center is in the non-low density area of the City. She discussed the zoning with the Regional Center Overlay. The primary and secondary study areas make up about 20% of the City.

**Collins** reviewed the Plan which was divided into five chapters: Introduction and Background; Vision and Existing Conditions; How will Milwaukie Achieve the Regional Center Vision?; How Will the Regional Center Affect Subareas?; and Analysis of Future Growth. Eight urban design principles were applied to the entire study area. The Plan contained Citizen Working Group summaries and suggested a Design Review Board. The land area encompassed in the primary area is the same as that defined in the Vision Statement.

Staff recommended the City Council adopt the Regional Center Master Plan as recommended by the Planning Commission.

Correspondence: None. **Mayor Lomnicki** noted a letter he would read into the record if the writer was not able to be at the hearing.

Audience Testimony:

**Karen O'Dowd**, 10952 SE 21<sup>st</sup>, Suite #5. MDDA Manager, spoke in support. The MDDA supported the Regional Center Master Plan Elements for commercial development and increased density in downtown Milwaukie. The impacts of expanded retail are broader than Main Street. Businesses need an increased customer base to help make Milwaukie a better place to live and do business.

**Analise Hummel**, 2802 SE Monroe, spoke in opposition. Liberty is for all citizens, not just a powerful few. She asked if corporate welfare had anything to do with the Regional Center Plan. She noted an article written by Randal O'Toole about the myth of the vanishing automobile.

**Karen Williams**, 7634 SE 32<sup>nd</sup>, Portland, spoke in support of the Plan. She was involved with the Light Rail Working Group and participated in the 1995 Vision Project. We do not know if light rail will be funded, but it is clear alternatives to the automobile must be found. We also do not know if Metro's population projections will be met. Milwaukie has a history of public involvement and suggested citizens help design infill development and determine the types of businesses they would like to see in their community. She encouraged the City Council to include this Plan as ancillary document to the Comprehensive Plan and create place that is worthy of people's affection.

**David Aschenbrenner**, 11505 SE Home. He asked if there was anything in the Plan that would change zoning. His main concern was outside the specialty subareas. He asked if the Plan would be in effect if light rail was not finalized. He urged the Plan go to a vote of the people. The decision should not be in the hands of five people. He felt there should be more time for input.

**Mart Hughes**, 3006 SE Washington. He objected to Councilmember Schreiber, Councilmember Trotter, and Mayor Lomnicki hearing testimony. The reasons were: objective character; number of residents signing recall petition; bias and manipulation of public planning process; and two previous rejections of the Plan. He noted that Councilmember Schreiber recently purchased real estate in the study area which he believed was a conflict of interest.

**Elsner** said this was not a land use hearing, and the City Council was acting in a legislative capacity. The members cannot be challenged on the basis of bias.

**Randal O'Toole**, 14417 SE Laurie, spoke in opposition. The Metro 2040 Plan will turn the Portland area into a Los Angeles. He saw density as the problem with the Regional Center Master Plan and discussed pollution, congestion, housing costs, crime, and open spaces. He said adopting the Plan and its density will reduce Milwaukie's livability.

**Paul Graham**, 11049 SE Main, spoke in support. Graham's Stationery has been in the City for 30 years, and, in the past fifteen years, business has deteriorated. The downtown is no longer a people place, but he believed it could become vital with commercial and cultural activities. The current downtown condition is a result of poor planning, and businesses were locating elsewhere. Dozens of people developed the Regional Center Master Plan over many months, and it provides a good framework for future plans to keep the City vital. He urged the City Council adopt the Plan.

**Dale Potts**, 12177 SE Grove Loop, spoke in opposition. He addressed the proposal to make Milwaukie one of Metro's Regional Centers. The City Council has ignored citizen input while drowning people in a sea of hard to read reports. The City Council is programmed by Metro and supports the vague utopian vision. Time and money is spent devising ways to get around citizens. He was disappointed the City lacked leadership and wished Milwaukie had West Linn's City Council. If the Milwaukie City Council members think the attacks are personal, they are right because they are attacking what is important to citizens. Let the people vote on the Plan and the riverfront. **Potts** said in two more years there will be no more Metro.

**Art Lewellan**, 3205 SE 8th Avenue. Light rail should not go into downtown Milwaukie. He was concerned with downtown densification and traffic. He discussed his Loop Oriented Transit-mall Intermodal (LOTI) Plan that would turn the South/North Light Rail into a longer line following the SP track. The LOTI was a good alternative, and he sought support.

**Jim Lotz**, 5537 Harlow Street. He thanked City Council and staff for Milwaukie's current livability. The streets have never been better, and there is good access to Portland and the freeways. **Lotz** had followed the downtown development for 30 years, and most citizens would like to see the downtown prosper. He did not feel this could happen because the merchants and property owners did not want to spend money on their buildings. He congratulated Graham on his longevity. He urged the City Council come together with the citizens for better communication.

**Greg Stone**, 2755 SE Washington. He agreed the City needed a master plan; however, he wanted to express some concerns. He supported the concept of densifying to protect green areas, but he cautioned plans could be corrupted by big money. Policy makers can make decisions that do not enhance livability. He questioned comments on pages 20, 32, 35, and 66 addressing the increased number of dwelling units in the Historic Milwaukie Neighborhood, economic incentives for upgrading the infrastructure, and the number of cars. **Stone** said he would prepare written comments for City Council.

**Keith Faust**, 11551 SE 27th. He felt a 40 - 50 year planning window was too long. It is too far out and typically, many things change. He did not feel the Plan offered flexibility for probable changes. Densification creates infrastructure needs. He felt permanent residents were more involved in City government. Those living in large condos have no concerns beyond their own areas. He urged the Plan go to a vote and added he did not believe people understood its importance.

**Julie Wisner**, 3325 SE Wister, spoke in opposition. She came before Council as a citizen who has volunteered as a member of various working groups, Traffic Safety and Transportation Board (TSTB) and the 34th Avenue Task Force. Only a small number of people are familiar with the Plan's content and impact on residents' lives. She asked why the City Council was rushing to adopt the Plan before the NDAs reviewed it since Metro does not need it until 1998. Taxpayers will foot the bills, and the public should be made aware of all the impacts. Taxpayers should be able to make the decision. **Wisner** urged the City Council delay adopting the Plan and extend the public review period.

**Bryan Cosgrove**, 10712 SE Stanley, Planning Commissioner, spoke in support. He urged the City Council to accept the Plan as written because not planning for growth would be a travesty. He wanted his children to know the City accepted its responsibility for density and more people. It does not mean livability will be given up. The Plan addresses 13% of the City's land base, and the rest will stay as it is. He discussed flaglots and noted he and his family lived on a flaglot.

**Lillie Moore**, 4001 SE Johnson Creek Blvd., spoke in support. She discussed the amount of traffic on Johnson Creek Blvd. and how it was a parking lot at peak times. She complimented the Mayor and City Council for being kind to people who were rude to them. He felt the City Council was an excellent group of people. Milwaukie of today is an example of not planning – development just happened. She discussed some of the impacts of not planning. People need to know where they are, where they are going, and how to get there. Lack of parking has been identified as a reason people do not shop downtown. Light rail, **Moore** added, would help people.

**Donald Hammang**, Hector Campbell NDA Chair, 11104 SE Home Avenue. The Hector Campbell NDA, he noted, did not have time to respond to the final Plan. The NDA does support subarea 1 and rebuilding the downtown area. Making subarea 4.1 a light rail station, however, indicates the City Council has not listened to what the Neighborhood said. Our community is not for sale, and residents do not approve of tax increment financing and urban renewal. Five

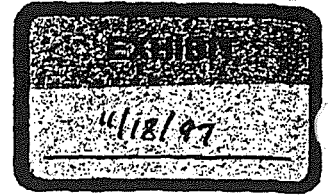


\*\*\* MEMORANDUM \*\*\*  
December 1, 1997

To: Mayor and City Council  
From: Dan Bartlett, City Manager *Dan*  
Re: LUBA Case # 97-031

The attached letters are provided for Council's information concerning Jeff Marshall's comments at your last meeting. Pam Beery will be available before the next meeting to discuss the City's response further.

cc: Maggie Collins  
File -cm2057/hd



PRESTON GATES & ELLIS LLP  
ATTORNEYS

DANIEL H. KEARNS  
DIRECT LINE  
(503) 226-5707

November 7, 1997

Jeff Marshall  
9901 SE 53rd Ave  
Milwaukie, OR 97222

Re: Lewelling Neighborhood Dist. v. City of Milwaukie, LUBA No. 97-031

Dear Jeff:

I spoke too soon. Enclosed is the City's response to LUBA's request for further briefing on the jurisdictional issue in the above-mentioned appeal following the *Wicks-Snodgrass* case. As you will see, now that it has been given the opportunity for a quick and easy dismissal, the City is taking a position. While one cannot really quibble with the facts as the city attorney states them, the outcome she advocates has substantial policy implications for the City of Milwaukie. I recommend you bring this matter, and the policy position it represents, to the attention of your elected officials, because it effectively says the City Council has lied to you and the other citizens in this matter and that you were fools for believing it.

Sincerely,

Daniel H. Kearns

DHK:dk  
Enclosure



# Oregon

John A. Kitzhaber, M.D., Governor

Land Use Board of Appeals  
306 State Library Bldg.  
250 Winter Street NE  
Salem, OR 97310  
(503) 373-1265 (Voice/TTY)

September 15, 1997

RECEIVED

SEP 16 1997

O'DONNELL, RAMIS, CRISY,  
GORMIGAN & BACHRACH

John H. Nelson  
Preston Gates & Ellis  
Suite 3200  
111 SW Fifth Avenue  
Portland, OR 97204

Pamela J. Beery  
James E. Oliver, Jr.  
Milwaukie City Attorney  
O'Donnell Ramis et al  
1727 NW Hoyt Street  
Portland, OR 97209

RE: Lewelling Neighborhood District v. Milwaukie  
LUBA No. 97-031

To the Parties:

The timely filing of a notice of intent to appeal to LUBA is a jurisdictional event. Ray v. Douglas County, 140 Or App 24, 27-28, 914 P2d 26 (1996). The recent decision of the Oregon Court of Appeals in Wicks-Snodgrass v. City of Reedsport, 148 Or App 217, \_\_\_ P2d \_\_\_, petition for review pending 325 Or 58 (1997) causes the Board to question whether it has jurisdiction in this case. It would be helpful to the Board if the parties, including the city, would file memoranda addressing this issue on or before September 30, 1997. If more time is required, you may request an extension.

Thank you for your cooperation.

Sincerely,

Virginia L. Gustafson  
Referee

**Donald Hammang**  
11/25/97

## Hector Campbell N.D.A. Concerns

**Hector Campbell supports the plan for sub-area 1.  
Please feel free to rebuild the downtown area and  
protect the rest of our town.**

---

**Hector Campbell does not approve of the following parts of  
the Plan:**

**Hector Campbell objects to the 4-1 site as proposed:**

The zoning on the site is fine as it stands now. If the the city wants the builder to create a higher density project have them apply for a zoning Variance. Our community is not for SALE we must all live by the same rules whether a builder or a resident

The mention of the 4-1 as a LIGHT RAIL station site rubs salt in the wounds of my NDA and appears that you have not heard or listened to our words in the past about light rail.

Building a Five story building on the 4-1 is not acceptable! Period! A structure of that size would tower over the community .

We do not want or tax dollars given to a builder that stands to make money and corrupt our community with extra cars, traffic and noise.

Putting Public money in the pockets of private builders because you want them to build projects the Market will not support.

**Other Public Comments.**

Why cannot we vote on this plan

No Urban Renewal Districts or Tax Increment Financing

No more property taxes

The changing of zoning on any site without a proper FULL public hearing

Who will pay for the roads and sewer

Allowing the URBAN densities to expand into the existing residential communities.

We are worried that at the Planning Commission hearing the Hospital was concerned that forcing the new zoning code on them would harm there building plans.. We view that interference with Providence as a VERY BAD THING. The hospital is a good long stable land use that the community see value in.

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1700 | FAX 503 757 1797

METRO

November 25, 1997

Mr. Mike Smith, Chair  
Planning Commission  
City of Milwaukie  
10722 S.E. Main Street  
Milwaukie, OR 97222

RECEIVED

NOV 25 1997

CITY OF MILWAUKIE  
COMMUNITY DEVELOPMENT

Dear Mr. Smith:

**Re: Milwaukie Regional Center Plan**

The City is to be commended for all the hard work done by its citizen volunteers, staff and elected officials to bring the Milwaukie Regional Center Plan to this point.

It has been brought to our attention that Mr. Randal O'Toole has made certain assertions pertaining to the region's growth management policies and the possible effects on the City if it adopts the Regional Center Plan. Please enter into the record our response to Mr. O'Toole's comments.

In his comments, *The Cost of Density: Portland into L.A.*, Mr. O'Toole presents sweeping generalizations as to the causal relationship between density and pollution, congestion, taxes, housing costs, crime and open space, without regard to the conventions of data analysis. In simplistic terms he points to density as the culprit for all urban evils. I offer for your consideration information which challenges Mr. O'Toole's assertions.

In his opening comments, he cites a quote from a 1994 Metro document saying that Los Angeles represents the investment pattern we desire to replicate. This statement was made very early in the planning process. In fact, having a better understanding about Los Angeles, its transportation and land use helped us see what works and what doesn't work. One of our conclusions was that gross measurements such as density and miles of freeways per capita are meaningless indicators of livability. It is hyperbole to suggest that we will become like Los Angeles. After all, 12 million people live there versus the metro area's current size of only 1.3 million people, and we are planning for only 500,000 more people over the next 20 years.

Mr. Mike Smith, Chair  
Planning Commission  
City of Milwaukee  
November 25, 1997  
Page 2

### **Density and Housing Costs**

In his statement about density and housing cost, Mr. O'Toole offers a simply analysis of a very complex subject. Our analysis, reported in the Metro Housing Needs Analysis, indicates that increases in real housing prices are correlated with population growth. During the period from 1990 to 1995, the region experienced a 2.5 percent annual increase in population and a 10 percent per year increase in real housing prices. From 1973 to 1979, the regional population increased by 13 percent while single-family housing prices increased by 56 percent (before establishment of the Urban Growth Boundary (UGB)). From 1979 to 1984, the population increased by 6 percent and housing prices increased by 9 percent. From 1989 to 1995, the population increased by 16 percent and housing prices increased by 51 percent. The median sales price of single family housing in the Portland area is 22 percent above the national average; however, single family housing in the Portland area is more affordable when compared to most California markets and less affordable than some other western cities with populations of 1 million or more (see attached table). In fact, the average sale price of a home, as reported in local newspapers, is beginning to drop and the number of sale days on the market is increasing.

The need for affordable housing is not something new. Efforts to address housing affordability have existed since 1949 at the federal level. We forecast a need of 94,000 units of affordable and assisted housing units by the year 2017. The UGB alone did not cause this shortage and cannot alone solve it.

### **Density and Taxes**

In regard to density and taxes, Mr. O'Toole asserts that the cost to the public for higher densities is greater than the cost of a low density sprawl pattern of development. He cites a study which reported "higher density typically increases public sector spending." Total public spending depends on total revenue generation. It has nothing to do with capital cost. Capital costs per dwelling unit depend directly on density. Burchell & Listokin find that planned development when compared to low and moderate density development has capital costs that are 25 percent lower for roads, 5 percent cheaper for schools and 15 percent cheaper for water and sewers. (R. Burchell & D. Listokin: Land, Infrastructure, Housing Costs & Fiscal Impacts Associated with Growth: The Literature on the Impacts of Sprawl versus Managed Growth; Lincoln Institute Research Paper, 1995, p. 17.)

### **Density and Crime**

Mr. O'Toole makes a bold statement that "There is a clear relationship between density and crime, especially violent crime." He implies that the region and the City are positioning themselves for a per capita increase in violent crimes. The relationship displayed on Mr. O'Toole's graph is non-existent. Portland 2020 density is less than 4,000 persons per

Mr. Mike Smith, Chair  
Planning Commission  
City of Milwaukie  
November 25, 1997  
Page 3

square mile. The crime range on the graph is at densities from 5,000 to 25,000 population per square mile and is not really applicable to this region. In addition, we examined crime data from the City of Portland Police Bureau for January to June 1997 to discern a possible relationship between crime and density in Portland's neighborhoods. The correlation between population density and crime in Portland neighborhoods is statistically non-existent. Neighborhoods like Reed, Laurelhurst, Irvington and South Tabor show a relatively high population density and relatively low crime rate, while neighborhoods such as Lents and Parkrose show a relatively low population density and relatively high crime rate. A neighborhood's crime rate is more closely correlated to the average household income, unemployment rates and educational attainment of its residents than its population density. Some close-in neighborhoods, which happen to be higher in population density, also have an above-average proportion of older and/or substandard housing stock. Without examining this factor, any correlation between crime and density is largely superficial.

#### **Density and Openspace**

Mr. O'Toole says that "the 2040 plan is taking away open spaces mingled within urbanized areas. One goal of the 2040 plan is to have all farms within the growth boundary turned into high density residential or other development by the year 2015. Metro, in its growth management policies, is not forcing farms out of business. Much of the farm land within the UGB is already zoned for urban densities. That zoning does not force a change in use, but would simply permit a change.

With approval by the voters in the region, Metro has undertaken a open space acquisition program to preserve natural areas in the region. Since the passage of the bond measure, we have purchased several sites in the southeastern portion of the region. In 2017, we will have more open space per capita than we have today.

#### **Density and Pollution**

Though some of Mr. O'Toole's assumptions about pollution sources are correct (i.e., cold starts and first eight minutes of operation are the major source), his conclusions are simply not supported by data. He argues that less density and faster roads would produce less pollution. In fact, our 2040 analysis shows just the opposite, with the Base Case/Freeway scenario (the fastest, lowest density scenario) easily exceeding Concept B (the most built-up, congested scenario) in levels of carbon monoxide, hydrocarbons and NOx. Any doubt can be dispelled by the Atlanta example. With more freeway miles per capita than any city in the world, it also has one of the 10 most polluted airsheds in the United States.

#### **Density and Congestion**

Mr. O'Toole uses "density" interchangeably with "growth" in his interpretation that "density may reduce auto share of traffic, but it increases total auto traffic." The 2040 transportation analysis

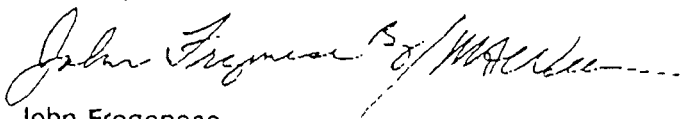
Mr. Mike Smith, Chair  
Planning Commission  
City of Milwaukie  
November 25, 1997  
Page 4

showed that growth will increase traffic and congestion, regardless of density. In the Base Case/Freeway alternative, for example, congested roadway miles quadrupled over 1990 levels, even though we included the Western Bypass, Sunrise Highway, Mount Hood Parkway and additional lanes on all remaining freeways in the analysis. Again, Atlanta, with its low density development pattern and the most freeway miles per capita in the world, is the fourth most congested city in the nation (Texas Transportation Institute). O'Toole also argues that Metro is planning a small increase in road capacity that will result in congestion. He is ignoring the fact that we are and expect to continue growing. For context, in the Regional Transportation Plan alternatives analysis, we found that it would cost over \$13 billion and require most freeways to be expanded to 10 lanes over the next 20 years to maintain the relatively low levels of congestion that we now experience. Assuming regular increases in gas taxes, the last 20-year revenue forecast for road expansion was less than \$1 billion.

Mr. O'Toole is citing old data on mode choice. The most recent travel survey shows much higher pedestrian travel than was previously measured and a very direct correlation between mode choice, transportation alternatives and land use patterns. The survey shows that people living in areas of Multnomah County with good transit and mixed land uses were much more likely than residents of other areas, such as Washington County, to use alternatives to the automobile. Of all trips in Multnomah County, 27 percent were made by walking, 11 percent by transit and less than 60 percent by automobile. In other areas, only 6 percent were made by walking, 1 percent by transit and over 87 percent by automobile. Auto ownership and use reflect these choices, with per capita miles traveled in Multnomah County less than half that of other areas, and an average of less than one car per household, compared to nearly two in other areas without transit and mixed uses.

Thank you for consideration of our comments, if you have any questions, please contact Mary Weber at 797-1735.

Sincerely,



John Fregonese  
Growth Management Services Director

MB/MW/srb  
I:\GMM\W\OTOOLE2.DOC

SOURCE: Housing Needs Analysis, September 1997

Assessing the Historic and Current Issue of Affordable Housing in the Region

As previously indicated, efforts to address housing affordability have existed since 1949 on the federal level. In the Portland metropolitan area, however, issues related to housing affordability have been increasing since 1990. This alludes to the question--is there really an affordable problem? If based primarily on the median selling price of single-family homes, housing in the Portland region would be expensive compared to the national average.\* However, when compared to 12 other western regions of 1 million or more population, single-family homes in the Portland area are relatively affordable.

**Table 4**  
Single-Family Home Selling Prices\*

Second Quarter 1997 Region (a)	Median Selling Price (b)	Median Income (\$000s)	Price/ Income Ratio	Price/ Income Ratio % of National
Riverside, CA	111,000	44.8	2.48	88
Phoenix, AZ	111,000	47.5	2.34	83
Denver, CO	135,000	54.9	2.46	87
Sacramento, CA	138,000	48.4	2.85	101
Portland, OR	150,000	46.3	3.24	115
Salt Lake City, UT	150,000	47.7	3.14	111
Los Angeles, CA	164,000	47.8	3.43	121
Seattle, WA	166,000	55.1	3.01	107
San Diego, CA	170,000	48.6	3.50	124
Orange County, CA	199,000	63.2	3.15	111
Oakland, CA	216,000	60.1	3.59	127
San Jose, CA	272,000	70.2	3.87	137
San Francisco, CA	305,000	64.4	4.74	167
National	123,000	43.5	2.83	

Source: National Association of Homebuilders. *Housing Economics*. September 1997

(a) Regions of 1,000,000 or more in population.

(b) Data are not adjusted for housing quality, size, or proportion of new home sales.

\* Includes existing and new construction that sold on the market.

\* This is all housing--existing and new construction that sold on the market.



November 25, 1997

Mayor and City Council  
City of Milwaukie  
10722 SE Main Street  
Milwaukie, Oregon 97222

RE: Request for written testimony from City Council meeting of 11/18/97.

Northwest Housing Alternatives, Inc is a Milwaukie based non-profit Community Development Corporation. Similar to other CDC's, we provide housing and related services to those who quite often do not have other options. We develop group homes for Developmentally Disabled, Adult Foster Care Homes, Residential Care Facilities, Shelter Homes/Transitional Housing (such as the Annie Ross House), low/mod income multi-family housing/apartments, and other types of affordable housing.

Providing these units is never an easy task, from finding and securing financing to proceeding thru the land use and permit process. NHA is a state wide corporation, and we work with many governmental bodies and jurisdictions. In developing projects within the City of Milwaukie, it has been our experience that the Community Development Department is efficient, pragmatic and professional. Providing services and responding to private interests while also planning for the public good, I'm sure is also never an easy task, and the difficulty of this responsibility is often never more apparent than at a public forum such as the meeting of last Tuesday.

Without the support and efficient delivery of services we have come to expect with the City of Milwaukie, our efforts to provide housing and services would be more difficult, more costly, and perhaps in some cases not feasible. We support the City's efforts to provide responsible planning, programs and policies which enable us and other community based organizations to better provide housing and services to those most in need.

Thank you for this opportunity to submit testimony.

Sincerely,

Bob Wright  
Development Manager, NHA



\*\*\* MEMORANDUM \*\*\*  
November 23, 1997

To: Mayor and City Council  
 From: Dan Bartlett, City Manager  
 Re: Milwaukie Junior High Site Purchase

Action Requested

I would ask that the Council adopt the attached Resolution authorizing the City Manager and City Attorney to work with North Clackamas School District #12 to acquire the Junior High School property. If we are successful in acquiring the property, then I would like to conduct a public involvement process to create a "Master Plan" for the parcel.

Background

The Council and School Board met in Executive Session on October 16, 1997, to discuss the future of this property. Since that date the School District has received a favorable Court ruling on their Bond Issue.

The Housing Working Group discussed the future uses for the Milwaukie Junior High School property and suggested that City offices and other civic uses occupy that site once the school moved. There has been a citizens' group exploring possible options for the site.

I would suggest that the City begin negotiations with the School District. If the District is willing to reach terms with the City, then build purchase of this property into future City Capital Improvement Plans.

If the City could buy the site, then I would recommend that we expand the preliminary planning work that has been done to date. I would suggest a public involvement process to create a "Master Plan" for the building and the surrounding property. Development of this plan should involve the Neighborhood Association, former members of the Housing Working Group, and other interested civic groups. I would propose that once the properties were acquired, the Council conduct a Request for Qualifications process to hire an outside firm. This firm would work under my supervision to involve the public in planning for future use of the site.

cc: File  
cm2055/hd

2

**CITY OF MILWAUKIE**  
RESOLUTION NO. \_\_-1997

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,  
DECLARING THE NEED TO ACQUIRE PROPERTY FOR CITY OFFICES, PARK LAND,  
AND OTHER CIVIC USES.**

WHEREAS, the Milwaukie City Charter grants the City authority to acquire land for public purposes; and

WHEREAS, the Housing Working Group at their May 7, 1997; meeting suggested that the City use the Junior High School Property for offices and a civic center; and

WHEREAS, the Junior High School Site is designated as an historic property in the Milwaukie Comprehensive; and

WHEREAS, under the Owners Consent Law of 1995, if the property is sold to a private party, the building could be torn down; and

WHEREAS, the building has been noted by the City Council as one of the most notable downtown buildings; and

WHEREAS, for the public purposes of improving the downtown area within the City of Milwaukie for the health, safety, benefit and general welfare of the public, the City Council has deemed necessary the acquisition of this property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILWAUKIE that

1. The City of Milwaukie City Council does hereby find and declare that there is needed and required for construction, operation, maintenance, repair and improvement of the Milwaukie Junior High property, tax lot 1500, Section 36BB, Township 1 South Range 1 East, Willamette Meridian, located in the City of Milwaukie, Clackamas County, Oregon as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

2. The improvement of the Milwaukie Junior High property for which the real property and interest are described herein are required and are being taken as necessary in the public interest and the improvements to said property will be planned, designed, located and will be constructed in a manner that will be most compatible with the greatest public benefit and the least private injury or damage; and

3. The Milwaukie City Manager and the City's attorneys are authorized to attempt to agree with the owners and other persons in interest in the real property described herein as to the compensation to be paid for the appropriation of the property, and in the event that no satisfactory agreement can be reached, then the attorneys for the City of Milwaukie be and the same hereby are directed and authorized to commence and prosecute to final determination such proceedings as may be necessary to acquire the real property and interest therein and that upon the filing of such proceeding, possession of the real property and interest therein may be taken immediately; and

4. In any negotiations regarding the acquisition of the real property and interest therein as described above, the City Manager is authorized to attempt to agree with the property owners on compensation for the property, such compensation not to exceed by more than 110% of the value established by the City's authorized appraisal of the property and interest therein.

Introduced and adopted by the City Council on this 2th day of December 1997.

CITY OF MILWAUKIE

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

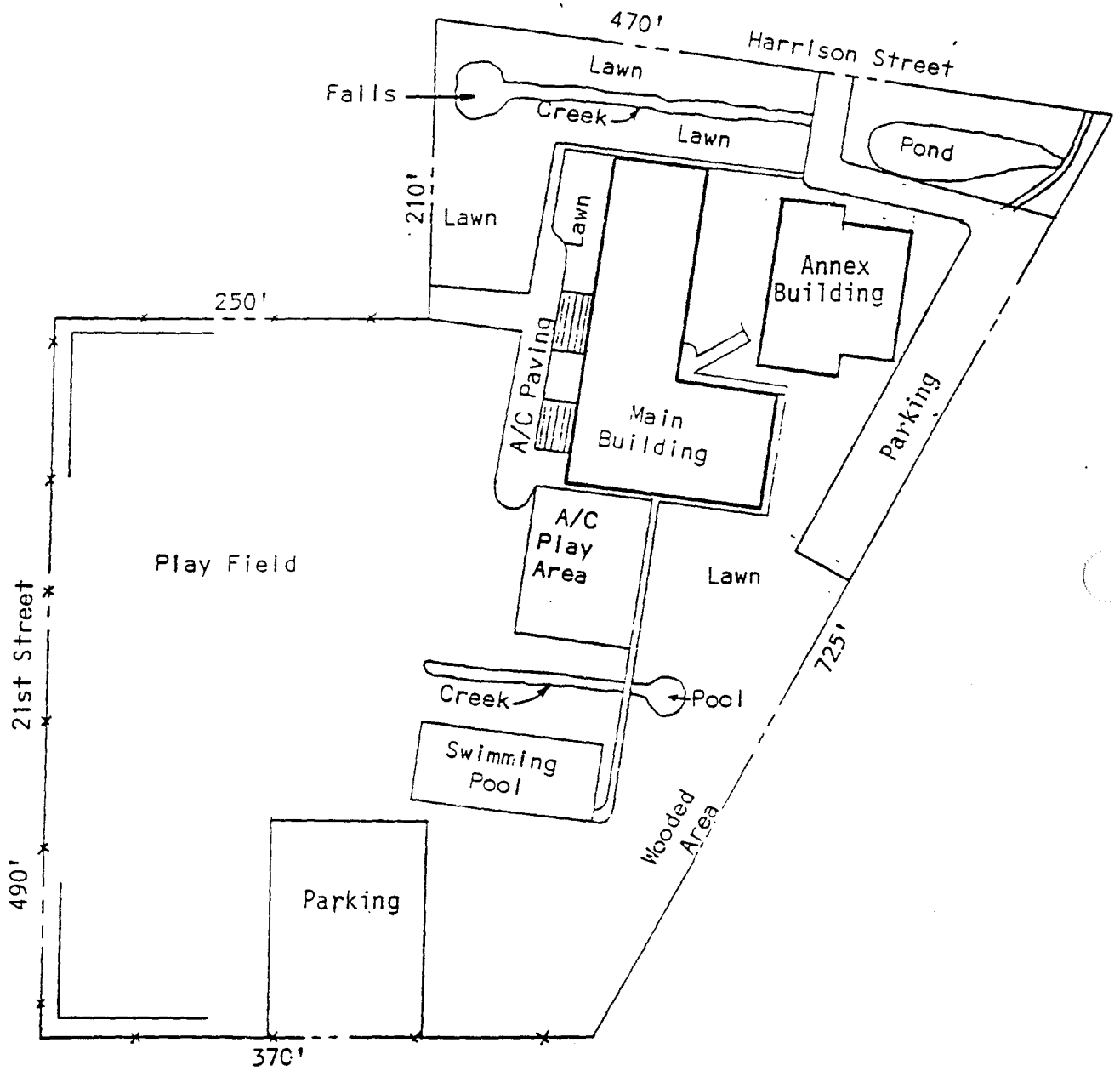
ATTEST:

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

APPROVED AS TO FORM:

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

4



NORTH CLACKAMAS SCHOOL DISTRICT #12

MILWAUKIE JUNIOR HIGH

Scale: None  
Area: 7.24 Acres

MINUTES  
MILWAUKIE HISTORIC RESOURCES COMMISSION  
OCTOBER 27, 1997

Members Attending: Irene Bowers, Margaret Parsons, Patty Wisner, Bryan Cosgrove,  
Jean Johnson

Staff: Greg Chew, Maggie Collins

The meeting was called to order at 6:05 p.m., with all members in attendance.

I. Motion to Adopt. Bryan moved, and Margaret seconded, a motion to adopt the minutes as submitted for the 3/24/97, 4/28/97, 5/19/97 and 8/25/97 meetings. Motion was unanimous.

II. Review of New Slides of Historic Inventory Properties. Greg Chew stated that it had been five years since the original color slides of each property had been assembled. Greg passed out a sheet listing the properties, and then ran through the new slides. Greg pointed out the changes or differences, pro and con, that had occurred to structures on the City Inventory.

Jean noted that the visual impact of downtown Milwaukie buildings is "poor." She wondered if the Inventory ought to be expanded. Staff and Commission members reviewed the history of the City Inventory.

III. A. Discussion on HRC Work Program, Item #4.

1. A speaker's bureau where Greg would show the slides of historic resources. Staff pointed out that the budget would not permit a large number of presentations.

2. Have NDA's help with a walking tour and assist in gaining historical insights from residents of each District.

3. Engage Junior High and High school students in assisting with walking tours.

4. Initiate outreach through an encouraging letter from HRC to property owners with potential Inventory properties ("It's important to preserve history...").

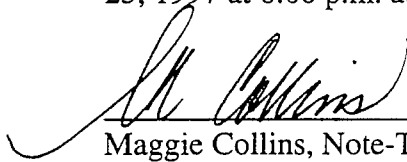
The group agreed that an update to Item #4 of the 97-98 Work Program was important and asked that staff provide an outline of how HRC members could be involved in presentations to NDA's.

Irene requested that a draft letter be prepared by staff to the owner of the Otley Plimpton property complimenting him on the upgrade of his historic structure.

B. Frequency of Meetings. The members discussed meeting every two months rather than monthly. Staff was directed to present the Commission's options at its next meeting.

IV. Other Business. An update of the progress of the proposed Tree Ordinance was provided by staff.

V. Adjourn. Margaret moved, and Patty seconded, a motion to adjourn. Passed unanimously. The meeting adjourned at 7:10 p.m. Next meeting is Monday, November 25, 1997 at 6:00 p.m. at the JCB Conference Room.



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Maggie Collins, Note-Taker

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

COMMISSIONERS PRESENT

Michael Smith, Chair  
Tim Havel  
Terry LaRocque  
Charles Stoudt

COMMISSIONERS ABSENT

Bryan Cosgrove  
Pat Lent

STAFF PRESENT

Maggie Collins,  
Com. Dev. Dir.  
Susan Heiser,  
Senior Planner  
Dan Pava,  
Senior Planner  
Shirley Richardson,  
Hearings Reporter

1.0 CALL TO ORDER

The meeting was called to order at 5:32 p.m.

2.0 PROCEDURAL QUESTIONS -- None.

3.0 INFORMATION ITEMS

3.1 City Council Minutes -- October 21, 1997

4.0 PLANNING COMMISSION MINUTES -- October 28, 1997

**Tim Havel** moved to approve the minutes of October 28, 1997, as corrected.  
**Terry LaRocque** seconded. MOTION CARRIED 3-0 with one abstention.  
Terry LaRocque was not at that meeting.

5.0 PUBLIC COMMENTS -- None.

6.0 PUBLIC HEARINGS

6.2 Applicant: City of Milwaukie  
Property Owner: N/A  
Location: N/A  
Proposal: Comprehensive Plan Amendment to adopt Regional Center  
Master Plan as an ancillary document of the  
Comprehensive Plan.  
File Number: CPA-97-01

CITY OF MILWAUKIE PLANNING COMMISSION

Minutes of November 10, 1997

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**Chair Smith** re-opened the public hearing on File Number CPA-97-01, for deliberation and recommendation to City Council on adoption of the Regional Center Master Plan as an ancillary document to the Comprehensive Plan.

STAFF REPORT

**Maggie Collins** reported that each piece of testimony was itemized from the public hearing on October 28; and a staff summary and conclusions section was prepared. Regarding Summary Conclusion #1 on Page 5, there is a new piece of information that is relevant to the Steering Committee recommendations. On Page ES-7, it was pointed out that there was an action on Table ES-2, October Regional Center Master Plan Draft, that recommended as an action: "Pass an ordinance to establish Urban Renewal Agency, a City Council action."

The City Attorney reports that Chapter 2.40, Milwaukie Municipal Code, authorizes City Council to exercise powers as an Urban Renewal Agency under the title of the Milwaukie Redevelopment Commission. This is a valid section of the Municiple Code. The recommendation to pass an ordinance to establish an Urban Renewal Agency has been done.

-- It is Staff's recommendation to delete the highlighted box out of the Regional Center Master Plan (Page ES-7).

**Maggie Collins** stated that Conclusion #2 came from this hearing and other discussions and is the recommendation that priority subareas be established. In speaking with the Historical Milwaukie NDA Officers, the subarea priority recommendation they thought would be most useful was Subarea 1, Harrison Corridor to Subarea 3, and Subarea 2. Staff's recommendation is to include the following in your motion:

-- Recommendation to establish priority areas for implementation of the Regional Center Master Plan to include Subarea 1, Harrison Street Corridor to Subarea 3, and Subarea 2, in that order.

Staff recommends that the Regional Center Master Plan be recommended for adoption based on Comprehensive Plan findings in Exhibit #4 in the Commissioner's packet, and including Conclusions #1 and #2 above.

## QUESTIONS FROM THE COMMISSIONERS

**Terry LaRocque** asked if transient accommodation facilities were considered in land use decisions for the Regional Center Master Plan? **Maggie Collins** suggested amending language on Page 41 to address this issue. It was suggested that a provision be added to allow permitted uses for hotel/motel use in Subareas 1 and 4 (Downtown area and the Highway 224 Corridor).

**Dan Pava** explained that this type of use would not be excluded in the related implementation changes scheduled for review on November 25, 1997. Even though the Plan is silent on this topic, there has been discussion from various property owners about the possibility of lodging on some sites.

**Terry LaRocque** stated that he feels this is an appropriate use and its discussion should be encouraged in all of the redevelopment schemes.

**Maggie Collins** suggested language to be added to Pages 41 and 71:

-- "Uses for the traveling public, including hotel and motel accommodations, should be encouraged."

**Tim Havel** stated that he feels the Light Rail issue is adequately addressed in the Regional Center Master Plan. It should not be softened.

**Tim Havel** asked what the reasoning behind the recommendations for prioritization for the Harrison Street Corridor and the other Subareas? **Maggie Collins** stated that this was an idea that came from the Commercial and Housing Working Groups. In their discussions, the issue of linking the east side of Highway 224 with the west side created the Harrison Street Corridor idea. The Transportation Working Group endorsed the idea. All three groups thought this it was a reasonable way of going about the activities that would connect the two areas.

**Terry LaRocque** noted that TGM grants have a McLoughlin Boulevard Corridor Study for land uses and accesses, and connections to side streets. He asked if Milwaukie was included in the study area? **Maggie Collins** explained that this is an overall McLoughlin Boulevard TGM Grant and Milwaukie will participate for the City's stretch of the corridor. Subarea 1 will get some benefit from this Grant. The Lake Road Multi-modal Plan, the Transportation System Plan, and the first

CITY OF MILWAUKIE PLANNING COMMISSION

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portion of the Regional Center Master Plan were all done with TGM Grants previously received.

Discussion followed on prioritization of the subareas. It was a consensus of the Commission that subareas 1, 2, and 3 are the highest priorities.

**Tim Havel** asked if there was a distinction between "vehicular" and "mass transit" on Page 5 of the Executive Summary? There is no mention of mass transit in the Executive Summary. **Maggie Collins** stated that she does not believe that "vehicular" was intended to mean "mass transit." She suggested amending this language to the term "public transit."

-- Amend language on ES-5 to include "public transit."

**Tim Havel** asked Staff if there were any comments brought up about the McFarland site that are relevant to the Plan? **Maggie Collins** stated that comments on the McFarland site are listed on Page 4. Some of these concerns can be addressed because medium-density development can occur on the site with its present zoning status. If the Applicant pursues a development application, the relevant NDA's will be part of the review process. It is Staff's recommendation that the site remain within the Regional Center Master Plan. She pointed out the staff had also recommended:

-- Priority site design work be a next action for Site # 4-1.

**Charles Stoudt** noted that Gresham received a grant to relocate and construct a treatment plant. The first Commercial Working Group recommendation is to mitigate the smell of the Kellogg Treatment Plant. He asked if this type of grant could be used for the Milwaukie treatment plant? **Maggie Collins** stated that it could be possible. The topic of mitigation of the treatment plant is addressed as an implementation issue for the Riverfront Concept Plan.

**Charles Stoudt** asked if the Plan should include a legal clause that would permit the Regional Center Master Plan to be a stand-alone document, regardless of whether the target information included in the plan is found to be inaccurate. If for some reason the jurisdictional authority is not valid or if parts of the Plan are not accepted, other parts of the Plan can go ahead.

## CITY OF MILWAUKIE PLANNING COMMISSION

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After discussion by the Commissioners, **Maggie Collins** suggested language that could be incorporated into a recommendation, or be part of the introduction of the Plan:

- While the Regional Center Master Plan is based on Metro's population and job targets, the Plan should be viewed as a free-standing document that should proceed in its implementation, regardless of changes to regional jurisdictions and authority.

**Charles Stoudt** asked that documents sent to the Council include the minutes of October 28th, including the corrections made tonight.

**Tim Havel** moved to recommend to City Council the amendment of the Milwaukie Comprehensive Plan by adopting the October Regional Center Master Plan (RCMP) draft based on the findings found in Exhibit #4, with the conclusions #1 and #2 as stated on Page 5 of the Staff Report and including the following amendments:

- Delete the box on passing an ordinance to establish an Urban Renewal Agency shown on ES-7
- Add a sentence on Pages 41 and 71, "Uses for the traveling public, including hotel/motel accommodations should be encouraged."
- On Page ES-5, amend to add "public transit" in the fifth paragraph.
- Add this statement to the Commission's recommendation: "While the Regional Center Master Plan is based on Metro's population and job targets, the Plan should be viewed as a free-standing document that should proceed in its implementation, regardless of changes to regional jurisdiction and authority."

**Charles Stoudt** seconded. MOTION CARRIED 4-0.

### 7.0 WORKSESSIONS

7.1 Milwaukie, Happy Valley, and Oregon City Planning Commission Training

8.0 DISCUSSION ITEMS -- None.

CITY OF MILWAUKIE PLANNING COMMISSION

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9.0 OLD BUSINESS

9.1 Memo from Susan Heiser

**Susan Heiser** requested Commission guidance on the radio tower application as described in her memo. **Tim Havel** noted that there is an adequate local review process that takes into consideration public comments for these types of uses. An outside jurisdiction should not be allowed to change that.

**Charles Stoudt** moved to have Staff draft a letter that emphasizes the local review process as expedient and timely in processing of applications that relate to telecommunications. **Tim Havel** seconded. MOTION CARRIED 4-0.

10.0 OTHER BUSINESS

10.1 Historic Resources Commission Report -- No Report

10.2 Clackamas Regional Center Area Plan Report -- No Report

10.3 Community Development Department Report -- No Report

11.0 Next Meeting -- November 25, 1997

**Michael Smith** moved for a recess of the meeting of November 10, 1997, to the Milwaukie, Happy Valley, and Oregon City Planning Commission Training session. **Charles Stoudt** seconded. MOTION PASSED UNANIMOUSLY. The regularly scheduled Planning Commission meeting adjourned at 6:30 p.m.

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Mike Smith, Chair

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Shirley Richardson, Hearings Reporter

Post #	Date	# of pages
Fax Note R7673	11/13/97	1
To	DAN BARTLETT	
Fax #	652.4433	
From	MIKE SWANSON	
Phone #		

### Sub-committee meeting schedules

(as of November 5, 1997)

#### 82<sup>nd</sup> Ave Land Use Committee

- |                             |          |                             |
|-----------------------------|----------|-----------------------------|
| ▪ November 18 <sup>th</sup> | 7:30 a.m | Clackamas Town Center,      |
| ▪ December 2                | 7:30 a.m | OIT Conference Center       |
| ▪ December 16 <sup>th</sup> | 7:30 a.m | Aquatic Center, Parkside Rm |
| ▪ January 13 <sup>th</sup>  | 7:30 a.m | Aquatic Center, Poolside Rm |

#### Housing Committee

- |                             |          |  |
|-----------------------------|----------|--|
| ▪ November 19 <sup>th</sup> | 8:00 a.m | Aquatic Center, Poolside Rm                        |
| ▪ December 10 <sup>th</sup> | 8:00 a.m | Clackamas county DTD<br>Offices, Salmon River Room |
| ▪ January 14 <sup>th</sup>  | 8:00 a.m | Clackamas Town Center,<br>Timberline Room          |
| ▪ January 28 <sup>th</sup>  | 8:00 a.m | Aquatic Center, Poolside Rm                        |

#### Transportation Committee

- |                             |          |                             |
|-----------------------------|----------|-----------------------------|
| ▪ November 20 <sup>th</sup> | 7:30 a.m | OIT Conference Center       |
| ▪ December 11 <sup>th</sup> | 7:30 a.m | Aquatic Center, Poolside Rm |
| ▪ January 8 <sup>th</sup>   | 7:30 a.m | Aquatic Center Parkside Rm  |
| ▪ January 22 <sup>nd</sup>  | 7:30 a.m | Aquatic Center Parkside Rm  |

#### Urban Design and Public Amenities Committee

- |                             |          |   |
|-----------------------------|----------|---|
| ▪ December 3 <sup>rd</sup>  | 7:30 a.m | Aquatic Center, Poolside Rm               |
| ▪ December 17 <sup>th</sup> | 7:30 a.m | Clackamas Town Center,<br>Timberline Room |
| ▪ January 7 <sup>th</sup>   | 7:30 a.m | Clackamas Town Center,<br>Timberline Room |
| ▪ January 21 <sup>st</sup>  | 7:30 a.m | Aquatic Center, Poolside Rm               |

#### Sunnyside Land Use Committee

- |                             |          |                             |
|-----------------------------|----------|-----------------------------|
| ▪ December 4 <sup>th</sup>  | 7:30 a.m | OIT Conference Center       |
| ▪ December 18 <sup>th</sup> | 7:30 a.m | Aquatic Center, Parkside Rm |
| ▪ January 15 <sup>th</sup>  | 7:30 a.m | Aquatic Center, Poolside Rm |
| ▪ January 29 <sup>th</sup>  | 7:30 a.m | Aquatic Center, Parkside Rm |



# Clackamas County

## Economic Development Plan Summary

Fall 1997

### Inside

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Transportation	4
Utilities	5
Workforce and Education	6
Business Development	6
Overview of the EDC	8



### Economic Development

## What's In It For Clackamas County?

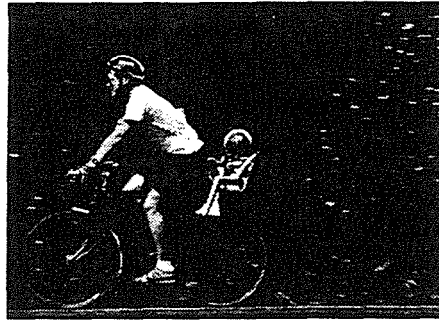
Economic development plans are often written in times of economic distress. This plan is written in different circumstances. Throughout Clackamas County, the economy is strong, unemployment is low and incomes and housing values are rising.

In the midst of such prosperity, is there a need for an economic development strategy?

The Clackamas County Economic Development Commission (EDC) believes there is. Problems remain for some areas and economic sectors and we must prepare for inevitable economic slowdowns of business cycles in the future.

The specific actions of this plan build on the EDC's mission and vision for economic development and strive to:

- Maintain a high quality-of-life while providing increased job opportunities throughout the County.
- Preserve agricultural and forest lands and the natural resource base.
- Maintain mobility for people and freight in the face of expected growth.
- Encourage more local economic opportunity for residents and decrease the percentage of workers who live in the County but commute elsewhere to work.



- Diversify the economy and reduce its susceptibility to recessions.

- Increase the non-residential tax base.
- Respond to the unique opportunities and problems facing cities and support them in their efforts to develop job opportunities and quality business and living environments.

- Create a better match between workforce and industries in terms of skills and geography.

Economic development is not something the EDC, the County, or even the entire public sector, can achieve alone. It requires partnerships with other County agencies, cities, special districts, and the private sector.

More government programs are not necessary. The EDC explicitly rejected some initial proposals to create new units of government to coordinate certain development issues. Many of the facilities and programs the plan recommends may best be funded and produced by the private sector. Implementation of this plan will probably occur just as its development has: as a volunteer effort of the EDC members working with committees that come primarily from the private sector.

### The Mission

Create prosperity by fostering balanced economic development in Clackamas County through a close partnership with government and the private sector

### The Vision

Clackamas County: a great place to raise a family and do business.

- Diversity in housing types, incomes, cultures, and beliefs
- High quality education, social services, and utilities

- Extensive and convenient urban amenities
- Pristine wilderness
- Well-paying and productive jobs
- Entrepreneurs creating jobs, profits, and prosperity in partnership with government

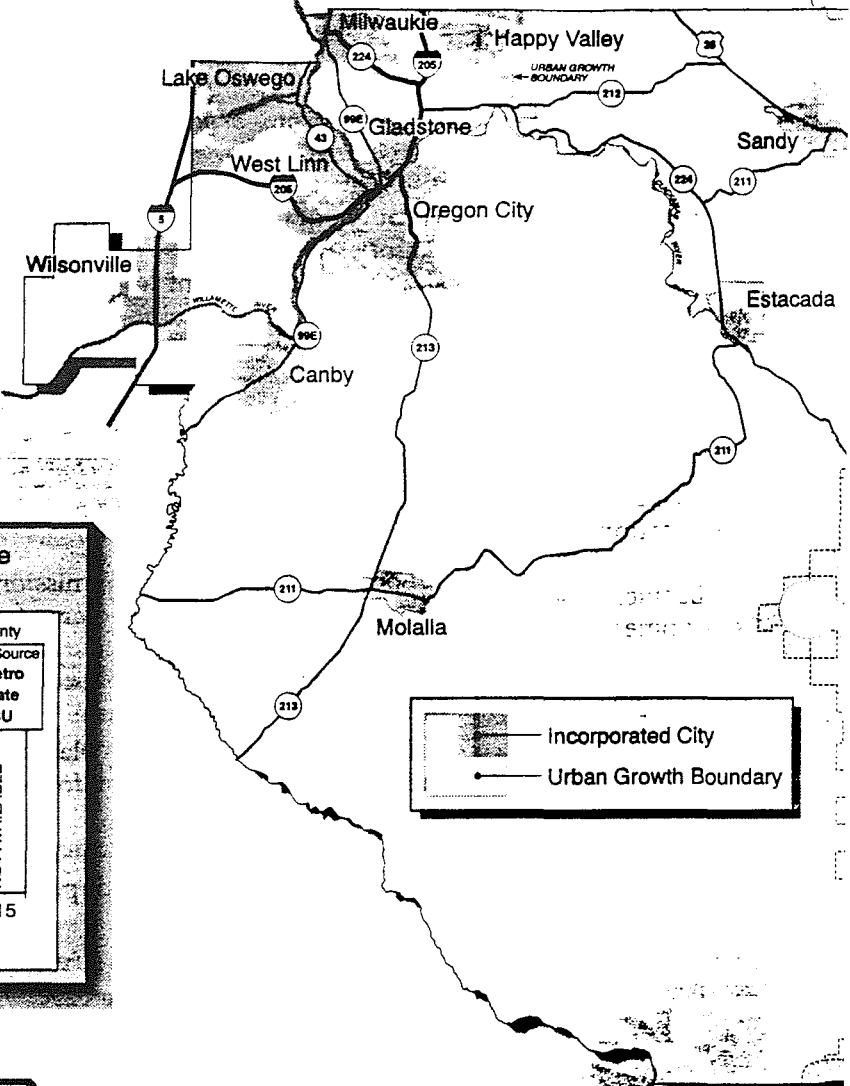
# Clackamas County: A great place to raise a family and

*Clackamas County's economy is inextricably linked to the metropolitan economy. Population in the Portland region is expected to grow by 400,000 - 480,000 by 2015.*

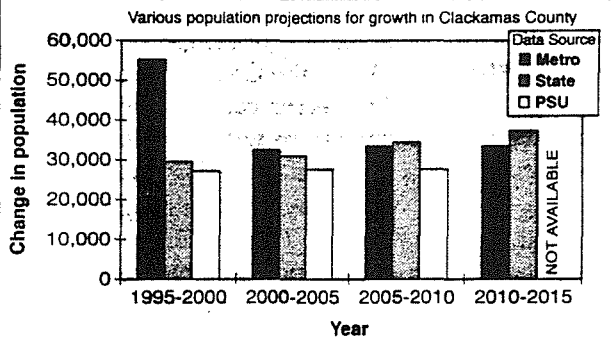
*The Kruse Way area has the most significant concentration of office development in the State of Oregon outside downtown Portland.*

*About 60% of all County residents commute out of the County to work.*

*The northwest portion of the County within or near the metropolitan Urban Growth Boundary contains about 70 percent of the County's population.*



**Clackamas County will grow by about 30,000 people every five years**



*People and jobs will increase by about 50 percent in Clackamas County over the next 20 years.*

*The current supply of vacant and buildable job-producing land is limiting the County's economic development efforts.*

*Clackamas County has about 25 percent of the metropolitan region's population, about 16 percent of the region's employment, 70 percent of the region's total land, and about 75 percent of the region's buildable land that is in Urban Reserve Areas.*

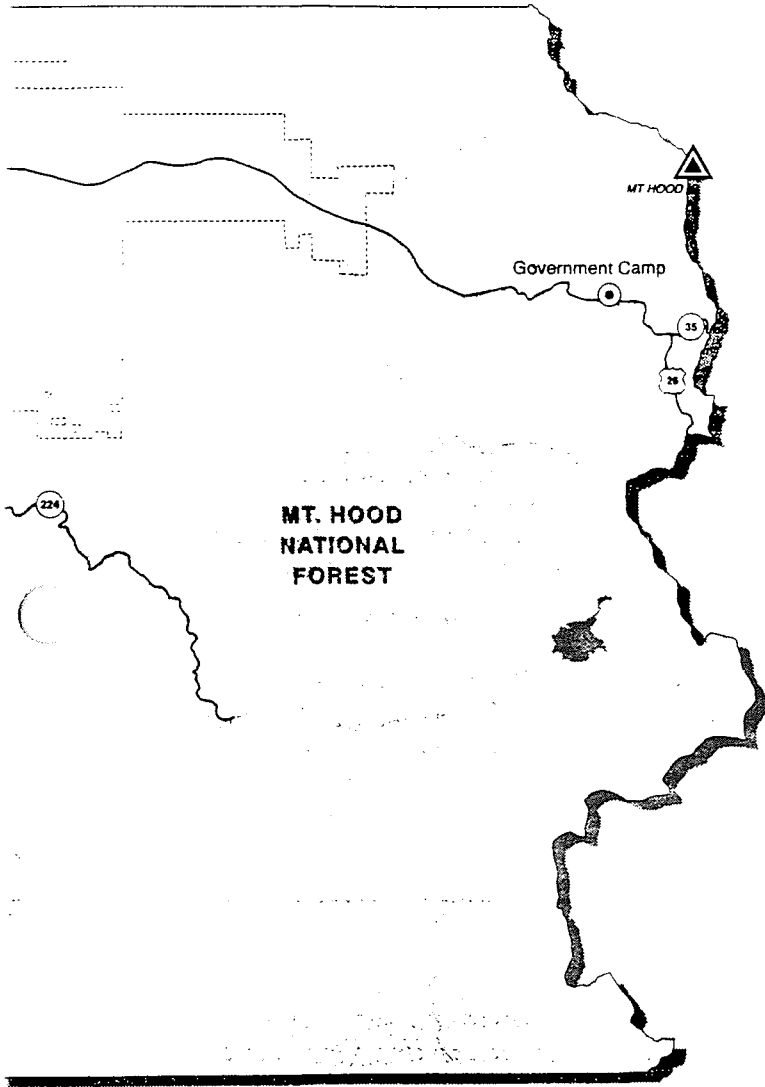
*While Metro forecasts that Clackamas County will get about 33% of the population and almost 25% of the employment growth in the three-county Portland metropolitan area in the next 20 years, it has only about 12% of the buildable industrial land in the metropolitan area.*

# conduct business

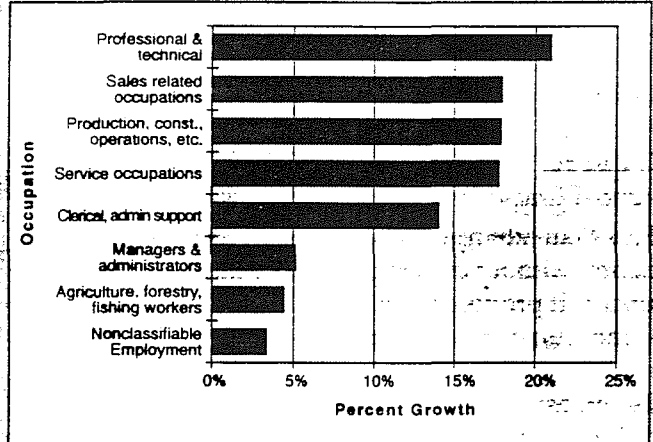
**High-tech firms are finding labor shortages at all levels, from senior engineers to entry-level operators.**

**An economic development plan can provide citizen benefits by:**

- Helping government be more responsive to citizens by better coordination and information flow.
- Reducing costs of government through better coordination and reduction of duplication.



## Occupational Employment Growth in Clackamas County, 1995-2005



Source: Oregon Employment Department, 1995

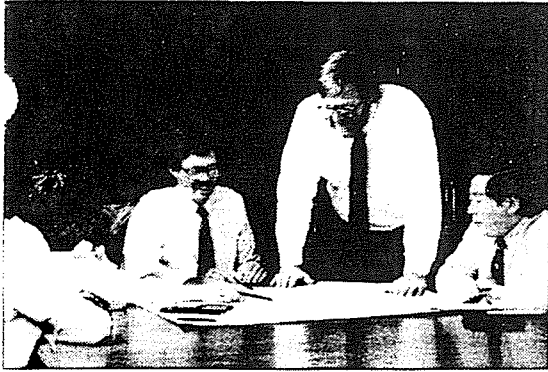
**About 60 percent of land in Clackamas County is publicly owned**

## Recommended Actions

The following pages describe the actions recommended by the EDC to achieve its vision for economic development in Clackamas County. In many cases, the recommendations are for actions the EDC will take. In other cases, the actions require the participation or leadership of other County departments, cities, special districts, nonprofits, private sector interest groups and citizens.

PAGES 4-7

# Coordination



A call for better coordination among agencies and citizen groups—many of which may not think of economic development as a primary part of their mission—is consistent with the view that economic development means more than recruiting new businesses. Multiple agencies must work together. If they do not, at best they lose some efficiency. At worst, they work in opposite directions, waste scarce resources and discourage or confuse existing and potential Clackamas County businesses.

This Plan attempts to achieve better coordination without creating new boards or councils. It proposes that the EDC facilitate and monitor communication among existing organizations that are working on different aspects of the broad economic development vision.

## Actions

### Action C1: Identify existing gaps in coordination of public facilities and services

Gather information about County services. Find out what organizations exist where, who sits on them, what their role is and who makes their operating and policy decisions.

### Action C2: Restructure the organization of the EDC to facilitate a pro-active role in facilitating coordination

The EDC will take on the responsibility of coordinating services where a significant gap in coordination is identified and build on and improve the effectiveness of organizations already doing detailed work.

### Action C3: Implement a program for coordination and leadership

The EDC will coordinate across issue areas and develop a pro-active influence strategy that includes working to get County residents into regional and statewide leadership roles.

### Action C4: Improve the availability and dissemination of land-use and infrastructure data

The County can expand its data base so that the public can quickly retrieve and display information. Information should include the location of vacant parcels by zoning, size, site characteristics and policy overlays; trends in construction, parcelization and land values; and the location of existing and proposed public services.

### Action C5: Review and refine County and city comprehensive land-use plans

Revise Clackamas County's Comprehensive Land-Use Plan to accommodate the projected population for the year 2040, address economic needs and provide for development in the Urban Reserve Areas. Work with cities to ensure consistency of city and county plans.

# Transportation

Transportation is critical for economic development. The challenge is to provide adequate mobility while controlling the causes of congestion. The primary transportation issues in Clackamas County are:

- **Light Rail Transit.** Potentially the largest transportation investment in Clackamas County in the next 10 years is the South/North light rail connection from downtown Portland, Milwaukie and the Clackamas Town Center.
- **Urban highways.** Freeways and state highways are key elements of the

transportation network of Clackamas County. The County needs to review state and regional transportation plans and decide if the proposed improvements to the highway system are acceptable to the County.

- **Rural highways.** Many rural residents commute to urban areas to work, and commuting residents are stimulating rural population growth. The County needs to balance the transportation needs of urban and rural areas.
- **Arterials and collectors.** The County is currently deferring some cost-effective maintenance because of budget constraints. In growth areas, the County and cities are having trouble keeping up on maintenance and funding capacity expansion for growth.

*continued on next page...*

# Utilities

The County relies on both public and private utilities to provide basic services. In general, these utilities are able to supply quality service to all who request it in a reasonable amount of time. The primary issues for utilities are:

- **Water.** Though there are not pressing problems with water quantity or quality in the aggregate, there are problems with availability and funding of water to industrial land outside rural cities but within their urban growth boundaries and there are resource, duplication and treatment issues on the Clackamas River.
- **Sewer.** There are challenges with building and funding new sewer capacity to urban reserve areas. There is also an immediate need to provide additional sewer capacity in the urban North Clackamas area. This need will be addressed in order to provide for increased service areas within the urban reserves to be served by Clackamas Service District 1 and Tri-Cities Service District.
- **Electricity.** The region has access to low-cost, high-quality electricity service, and the region's supply of electricity is expected to be sufficient to support long-run growth. Deregulation

of electricity markets will increase choices for electricity customers in the Portland region.

- **Telecommunications.** The Portland free-calling region covers over 1,700 square miles and soon will be expanded, nearly 900,000 access lines and comprises Clackamas, Multnomah, and Washington Counties. Nine local phone companies plus numerous competitive suppliers of equipment, alternative local calling, private line services and long distance access can generally meet most state-of-the-art telecommunication needs.
- **Natural gas.** As with electricity, the region's supply of natural gas is expected to be sufficient to support long-run growth and deregulation increases choices for residents in the Portland region.

## Actions

### Action U1: Create a Utility Forum

The Forum will provide a place where all utility service providers can meet and exchange information on plans and programs that affect utility service in the County. Participants would be public and private utilities, County and City engineers and planners, and business stakeholders from within the County. The goal of the Forum would be to: (1) Create a better working relationship between utility service providers and industry partners. (2) Coordination of the provision of service to all appropriate areas of the County.

### Action U2: Develop plans to serve urban growth areas

Plan for and finance development of utilities to support urban densities in growing areas of the County including Urban Reserve Areas and outlying cities. In addition to physical design, such plans should address funding mechanisms, providers and management responsibilities.

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## Actions

### Action T1: Improve funding for transportation

Review, suggest changes to, and then support the recommendations for funding that are being developed as part of the County's Transportation System Plan. The EDC will take an active role in developing support for changes and additions to transportation funding.

### Action T2: Get key transportation improvements adopted as part of the County's Transportation System Plan (TSP)

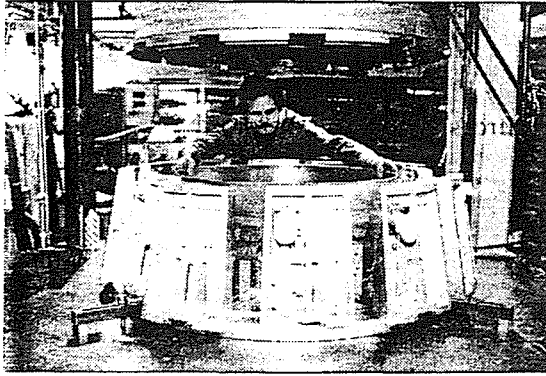
Include the following actions in the County TSP:

- Build South/North Light Rail
- Build the Sunrise Corridor Project

- Preserve the transportation systems needed to facilitate freight movement: maintain level of service on key routes; separate local and through traffic; and improve off-street parking for trucks in the Clackamas Industrial Area.
- Enhance the transportation linkages between Regional Town Centers.
- Expand community-to-community transit services.
- Improve transit to job centers and outlying areas.

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# Workforce and Education



Most economic development plans contain a goal to provide jobs with living wages for residents. For Clackamas County the main motivator behind this objective is to reduce the County's high percentage of residents who must travel outside the County to find work. The primary issues for workforce and education are:

- **Current labor shortage.** Local firms are reporting a shortage of skilled and semi-skilled entry-level workers. A common complaint has been a shortage of recent high school graduates with adequate skills, interest in manufacturing jobs and strong work ethic.
- **Long-run labor supply and demand.** The Oregon Employment Department indicates demand will exceed supply of workers requiring only a high school diploma or on-the-job training.

## Actions

### Action WF1: Adopt labor force plan

Identify skill sets needed in growing industries in the County, and of the current and future workers. Develop a plan to address any skill mismatch. Create a promotional piece to make current and future workers aware of skills needed and training available to go to work in Clackamas County, as well as promotional pieces for business recruitment.

### Action WF2: Promote and coordinate workforce education and training

Develop and implement a marketing plan to: (1) identify education and training providers in the County, (2) provide data to parents and schools about the "realities of life after high school and college" regarding employment opportunities, (3) promote strategies to increase involvement of parents and schools in School-to-Work efforts (K-14), (4) implement strategies for coordination and optimum use of public and private resources for the development of customized workforce training programs for employers and industries and (5) provide a comprehensive, yet user-friendly, listing of workforce information and training resources for prospective businesses.

### Action WF3: Prepare a needs assessment plan for college and graduate programs

Conduct a needs assessment of industry requirements and identify programs available at County training centers.

### Action WF4: Prepare a county plan for "telecommunity" centers

Develop a business plan for County Telecommunity Centers and County-wide cable/telecommunications infrastructure to support home-based businesses and distance learning.

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# Business Development

A strategy for business development—expansion, retention, and recruitment—is part of every economic development plan. In Clackamas County the shape of these efforts will differ in rural and urban parts of the County. Rural strategies will focus more on recruitment, while urban strategies will rely more on retention and expansion of existing employers.

The day-to-day work of business development is done by a network of partners including the Clackamas County Development Agency, the Oregon Economic Development Department, and various local communities. In general, the EDC's role is to provide overall policy guidance to and coordination among those entities and to advocate for the resources they need (such as funding, land, utility services) to get the job done.

*continued on next page...*

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## Actions

### **Action BD1: Develop and implement a proactive business expansion and retention policy for urban areas**

Provide adequate funding and staff to support the development and implementation of a business recruitment and retention strategy. Identify and provide tools that promote business expansion, retention, and development to companies that fit the target company profile on a case-by-case basis.

### **Action BD2: Develop and implement a business development strategy in rural communities**

Develop and facilitate the implementation of a strategy that addresses the unique issues of the County's rural areas.

- Address jobs producing land and infrastructure issues for cities and unincorporated areas of the County.
- Support the expansion of rural economic development capacity and resource building through the possible formation of an economic development corporation and information sharing about company profiles and demands.
- Protect the County's agricultural and forestry base and maximize the economic value of the County's agricultural and forestry industries.
- Work in cooperation with the Tourism Development Council to develop tourism destination attractions.
- Organize and participate in periodic City-County coordinating forums to establish positive intergovernmental cooperation in sharing of resources, strategies, facilities and personnel.
- Provide suitable land and buildings for job opportunities. This includes industrial as well as office or business commercial districts and the development of business or industrial parks. There is potential for future jobs producing land in Urban Growth Boundaries of rural cities.
- Immediately support rural cities' efforts to develop all undeveloped industrially zoned or other jobs producing land within their Urban Growth Boundaries. Support includes financing, staff assistance with coordination of federal, state, city and county efforts and fast planning approvals.
- Provide assistance to small business. Business assistance teams active in Molalla and

Estacada provide valuable information and resources to existing or relocating businesses. This effort can be expanded. The Small Business Development Center has a successful pilot outreach program that provides counseling, assistance with business plan development and help with financing that could be expanded and made permanent if funding were available.

- Provide funding to coordinate revitalization efforts in rural downtowns. Strategies could include analyzing the business mix and the shopping needs of the community that are not filled locally and beginning to offer or attract business to fill those niches, improving the attractiveness of the central business district (if needed) and beginning or expanding a merchants association to coordinate efforts.

### **Action BD3: Maintain the local quality-of-life**

This action has multiple components that overlap some other actions already discussed.

- Efforts to maintain environmental quality must be coordinated among the many jurisdictions with responsibility for environmental quality.
- Many aspects of environmental quality are amenable to measurement and mapping; the County should try to incorporate these into its Geographic Information System.
- The public sector should eliminate redundant bureaucracy, but not dismantle reasonable environmental safeguards.
- Given the limited resources available to the public sector, the County should develop and implement a strategy for investing in amenities (e.g., greenspace, public space, cultural and recreation facilities).

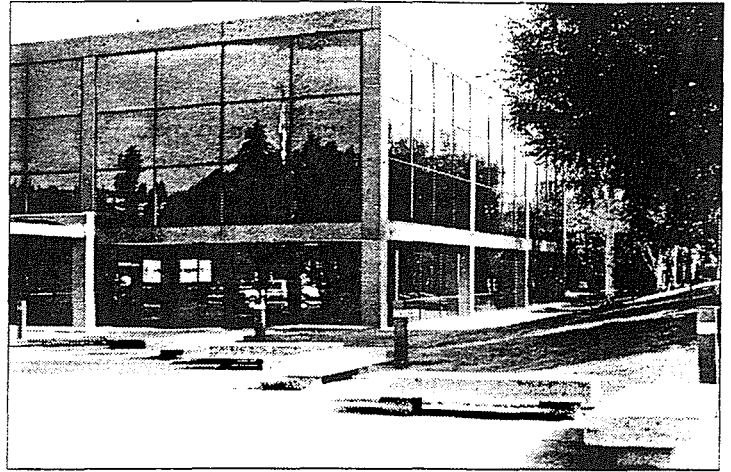
### **Action BD 4: Zone jobs-producing land to stimulate business growth**

Designate more land for business development so that more jobs can be created, increasing the percentage of County workers who also live in the County. Land for business development can be expanded by a combination of:

- Rezoning land (including flexible or mixed use zoning to allow residents to work in or near their homes).
- Facilitating the consolidation and redevelopment of existing industrial lands.
- Designating and zoning job producing land in Urban Reserve Areas.

Clackamas County

# Economic Development Plan Summary



For more information contact:  
Renate Mengelberg or David Seigneur  
Clackamas County Business Services  
902 Abernethy Road  
Oregon City, OR 97045-1100  
(503) 650-3238 or (503) 650-3316

## The Economic Development Commission

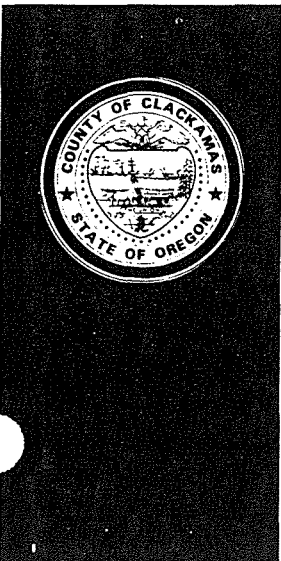
The Economic Development Commission is appointed by the County Commissioners to advise them on how to maintain a balanced and sustainable economy in the County. The Commission considers issues such as maximizing income levels for all residents, education, available developable land, transportation and maintaining a quality environment.

### Commission Members:

Jerry Smith (Chair)  
ACS Software Publishers/FarmFax  
Ted Pattee (Vice-Chair)  
Telecommunications Consultant

Dirk Borges  
Canby Utility Board  
Jack Caldwell  
Hibbard, Caldwell and Schultz  
Rick Dawes  
Enoch Manufacturing Company  
John Edwards  
EMCON  
Warren Fleming  
Warren Fleming Insurance Agency  
John Green-Hite  
Primogenitor Corporation  
Cathie Moravec  
Oregon Employment Department  
Leo OeDell  
Conveyco Manufacturing  
Corporation

Mike Ragsdale  
Ragsdale Koch and Associates  
Jane Sharp  
Consultant  
Kurt Shusterich  
Kaiser Permanente  
Sara Simmons  
Clackamas Community College  
Clint Smith  
Four Mile Nursery  
Karen Stone  
Clackamas Community College  
Jan Wierima  
Workforce Development,  
Private/Public Sectors  
Terry Williams  
US Bank



Clackamas County  
Economic Development Commission  
Clackamas County Development Agency  
902 Abernethy Rd.  
Oregon City, OR 97045-1100

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JOHN A. KITZHABER  
GOVERNOR



October 15, 1997

Chairman Henry Hewitt &  
Members of the Commission  
Oregon Transportation Commission  
900 SW 5<sup>th</sup> Avenue  
Portland, OR 97204

Dear Chairman Hewitt:

In light of the failure of the funding package at the legislature, we are faced with the reality that we have considerably less revenue than previously thought and currently needed. As you know, the Oregon Transportation initiative identified maintenance and preservation of our highway system as our highest priority. We need to do all we can to ensure that our investment in the existing transportation system is protected and wisely managed.

This situation must be acted upon immediately, I applaud the Commission's efforts to adjust the development section of the Statewide Transportation Improvement Plan (STIP) to reflect a smaller stream of future revenue. In setting this new course, it is important that we honor all existing project commitments. Still, we must be willing to pursue a new course and work to implement a plan, which maximizes the life of the existing transportation investments. If there is no legislative action forthcoming to provide sufficient funds for both modernization as well as maintenance and preservation, I will seek repeal of ORS 366.507 to eliminate the legislative mandate to earmark funds for modernization projects when projections show they cannot be supported from a fiscally responsible standpoint.

I therefore recommend to the Commission the following course of action:

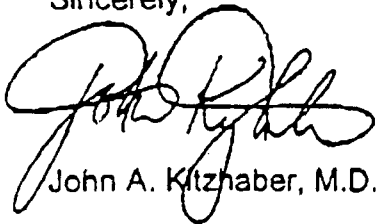
1. Submit STIP to FHWA as planned with \$228 million in Capital.
2. Plan the next STIP update to retain capital expenditures in Years 2000 and 2001, but plan only for preservation work in 2002 and 2003.
3. Eliminate all ODOT capital projects from the development section. The Commission was planning to eliminate a sizable amount of the \$500 million in projects. I recommend you eliminate all state modernization projects in order to ensure that preservation and maintenance work is sustained over time.

October 15, 1997  
Oregon Transportation Commission  
Page 2

I encourage the Commission to pursue any and all additional measures, which would direct and maximize all revenues toward preservation efforts, thus assuring protection to our existing investment in the state's transportation infrastructure.

Please keep me informed as you work your way through this process.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Kitzhaber". The signature is fluid and cursive, with the first name "John" being the most prominent part.

John A. Kitzhaber, M.D.

JAK/tl

WORK TYPE	SECTION NAME	ROUTE	CONST COST (X000)	WORK DESCRIPTION
Modernization	209TH AVE - 172ND AVE	OR-10	\$13,488	WIDEN TO FOUR LANES WITH A CONTINUOUS LEFT TURN LANE.
Modernization	BEAVERTON/TIGARD HWY - CAMELOT INCHGE	US-26	\$8,625	ADD THIRD LANE (EB) , & NOISE WALLS, REMOVE WILSHIRE ON-RAMPS, CLOSE LOCAL ACCESSES
Modernization	SUNSET HWY - TUALATIN VALLEY HWY (NB)	OR-217	<del>\$97,349</del> 2.7 m	WIDEN HIGHWAY AND STRUCTURE AND COMPLETE RAMP WORK.
Modernization	ALBINA RAILROAD OVERCROSSING		\$3,200	ELIMINATE AT-GRADE CROSSING IN THE ALBINA DISTRICT
Modernization	CAMELOT INTCHG - SYLVAN INTCH (PHASE 3)	US-26	\$23,759	RECONST. SUNSET HWY. MAIN LINE, REPLACE CANYON RD X'ING , ADD THIRD LANES
Modernization	MURRAY ROAD - HWY 217	US-26	\$11,790	WIDEN ROADWAY TO SIX LANES. ADD BRAIDED RAMPS WB FROM HWY 217.
Modernization	SWEDETOWN - LOST CREEK	US-30	\$6,292	HIGHWAY RECONSTRUCTION
Modernization	HWY 224 - RIVER ROAD (MILWAUKIE)	OR-99E	\$1,934	RECONSTRUCT 99E INCLUDING CURBS, SIDEWALKS & BIKE LANES
Modernization	COLUMBIA/KILLINGSWORTH CONNECTION	US-30B	\$18,439	REALIGN INTERSECTION
Modernization	SUNRISE CORRIDOR (PHASE 1)	OR-224	\$42,640	CONSTRUCT NEW ALIGNMENT FROM I-205 TO ROCK CREEK.
Modernization	PACIFIC HWY @ HWY 217 (KRUSE WAY) UNIT 2	I-5	\$20,569	RECONSTRUCT RAMPS AND LANE CONFIGURATIONS.
Modernization	ZIG ZAG - RHODODENDRON	US-26	\$5,225	WIDEN SECTION TO FOUR LANES.
Miscellaneous	HARLOW SOUNDWALL	1-105	\$838	ODOT SHALL ATTEMPT TO CONSTRUCT THE SOUNDWALL IN 1999.
Modernization	W 11TH ST - GARFIELD ST (EUGENE) UNIT 1 PART B	OR-126	\$24,000	4-LANE NEW CONSTRUCTION
Modernization	W 11TH ST - GARFIELD ST (EUGENE) UNIT 2 PART B	OR-126	\$5,826	CONSTRUCT REMAINING TWO LANES
Modernization	W 11TH ST - GARFIELD ST (EUGENE) UNIT 2 PART A	OR-126	\$24,000	CONSTRUCT TWO LANES OF FUTURE LANE ROADWAY BETWEEN W 11TH AND BELTLINE.
Modernization	POTERF CREEK - POODLE CREEK	OR-126	\$9,765	CONSTRUCT PASSING LANES, IMPROVE VERTICAL/HORIZONTAL ALIGNMENT, WIDEN SHOULDERS.
Modernization	COTTAGE GROVE INTERCHANGE	I-5	\$499	INTERCHANGE IMPROVEMENTS
Modernization	PIONEER MOUNTAIN - EDDYVILLE	US-20	\$66,757	REALIGN AND REBUILD HIGHWAY.

Modernization	WEST ENTRANCE SWOCC - OCEAN BLVD (COOS BAY)		\$1,841	CONSTRUCT FOUR LANES TO MATCH SECTIONS ON EACH END AND CONSTRUCT LEFT TURN REFUGES.
Modernization	WINCHESTER BAY SECTION	US-101	\$1,196	CHANNEL PEDESTRIAN TRAFFIC ACROSS HWY 101, CLOSE OFF ACCESS TO 101 EXCEPT 8TH & 9TH.
Modernization	PACIFIC HIGHWAY - OR-99	I-5	\$1,538	WIDEN BEAR CR BR, IMPROVE SOUTH VALLEY VIEW ROAD. (JURISDICTIONAL EXCHANGE)
Modernization	4TH STREET - WALKER AVE (ASHLAND)	OR-99	\$1,001	WIDEN ROADWAY TO PROVIDE BIKE LANES.
Modernization	WINSTON INTERCHANGE EX 119	I-5	\$1,997	STUDY DESIGN ALTERNATIVES
Safety	SISKIYOU REST AREA REPLACEMENT	I-5	\$1,997	BUILD A NEW REST AREA
Modernization	SCHOFIELD ROAD - LUDER CREEK (EB&WB)	OR-38	\$866	CONSTRUCT EASTBOUND AND WESTBOUND PASSING LANES.
Modernization	HIGHWAY 238 - JACKSON STREET, UNIT 2	OR-238	\$4,608	EXTEND MCANDREWS RD FROM NORTH ROSS LANE TO NEW JUNCTION WITH EXISTING JACKSONVILLE HIGHWAY.
Modernization	CHROME PLANT - CEDAR POINT ROAD(STAGE2)	OR-42	\$11,022	CONSTRUCT FOUR TRAVEL LANES WITH LEFT TURN LANES
Modernization	JACK CREEK - HAYHURST ROAD	OR-38	\$3,861	WIDEN ROADWAY, WIDEN STRUCTURE, IMPROVE ALIGNMENT AND OVERLAY SECTION.
Modernization	HIGHWAY 62 CORRIDOR SOLUTIONS	OR-62	\$17,323	NORTH MEDFORD INTERCHANGE - ROUTE 140
Modernization	SOUTH MEDFORD INTERCHANGE	I-5	\$18,190	STUDY DESIGN ALTERNATIVES
OPERAT	HWY 26 CLIMBING LANE	US-26	\$3,634	DEVELOP CLIMBING LANE ALTERNATIVES
Modernization	JCT KLAMATH FALLS/LAKEVIEW HWY - LOST RIVER	OR-39	\$4,795	WIDEN ROADWAY.
Modernization	MODOC POINT - ALGOMA	US-97	\$8,222	DEVELOP FINAL PLANS TO ADDRESS ALIGNMENT ISSUES & ROCKFALL AREAS.
Modernization	11TH ST. - REDMOND ECL (HIGHLAND EXTENSION)	OR-126	\$6,308	WIDEN AND REALIGN ROADWAY.
OPERAT	WICKIUP O'XING	US-97	\$5,593	REALIGN HWY 97 EAST OF WICKIUP JCT & CONSTRUCT RR OVERCROSSING
Modernization	Austin Jct. - Baker County Line	US-26	\$9,097	REALIGN AND WIDEN ROADWAY, AND CONSTRUCT CLIMBING LANES
Modernization	La Grande Corridor Transportation Improvements	OR-82	\$2,200	SIGNALS, INTERHCANG RE-CONSTRUCTION MEDIAN BARRIER, AND FRONTAGE ROAD CONNECTORS
Modernization	20th Street Extension (Pendleton)	OR-37	\$4,583	EXTEND 20TH ST. TO US 30 (WSTGT), WIDEN ROADWAY BETWEEN FRAZER & US 30 AND BRIDGE WORK
Modernization	Webb Slough-Cooper Creek	US-395	\$12,694	REALIGN AND WIDEN EXISTING ROADWAY, OVERLWAY AND CONSTRUCT CLIMBING LANES.
		GRAND TOTAL	\$503,031	

[Return to Press Releases](#)



**TO:** CITY COUNCIL and BUDGET COMMITTEE,  
CITY OF MILWAUKIE, OREGON

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

**FROM:** Angus M. Anderson, Finance Director

**DATE:** October 13, 1997

**RE:** Monthly Financial Reports thru October 31, 1997

This is the financial report for October 31, 1997, covering the first quarter of the new fiscal year which began on July 1, 1997. The audit adjusting entries have been entered. As a supplemental budget will be prepared for action in the next few weeks, the budget could change for many areas. Until that time, the results are considered to be preliminary and the year end projections are not considered extremely useful.

The included reports are:

- A) PROGRAM SUMMARY:** This report is presented in exactly the same format as was used in the Budget Document. This provides a view of the adopted budget, year to date results (through October), budget balance and full year projections for each program that is budgeted.
- B) APPROPRIATION REPORT:** This report presents all FUNDS and APPROPRIATION CATEGORIES as adopted by City Council. Presented are figures for adopted budget, year to date results (through October), budget balance and full year projections for each fund and appropriation category.
- C) REVENUE REPORT:** This report presents all FUNDS and all major resource classification in each fund. It also presents the adopted budget, year to date results (through October), budget balance and full year projections for each classification and fund.
- D) FUND BALANCE REPORT:** This report is a true "snapshot" of the fund balances as of one day in time, in this case October 31, 1997. The results presented are Total Revenues, Total Expenditures and Fund Balance (always resulting in a zero for budget presentation). These classifications are shown as adopted budget, year to date results, budget balance and full year projections. As this is a snapshot that changes monthly, there isn't much emphasis placed on this report until nearing the end of the fiscal year. Until that time the report is considered to contain very preliminary data.

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

**PROGRAM STATUS REPORT  
WITH FYE PROJECTIONS**

<u>PROGRAM</u>	<u>FY 1997-98 budget</u>	<u>YTD 10/31/97</u>	<u>balance</u>	<u>PROJECTION 6/30/98</u>	<u>OVER/ (UNDER)</u>
<b>LEGISLATIVE</b>					
Total Expenditures	\$40,810	\$11,956	\$28,854	\$42,304	(\$1,494)
<b>ADMINISTRATION/COMMUNITY SERVICES</b>					
City Manager	132,516	42,410	90,106	126,868	5,648
City Records	138,969	51,104	87,865	146,061	(7,092)
Data Processing	285,789	136,343	149,446	430,273	(144,484)
Neighborhood Services	212,519	29,295	183,224	135,354	77,165
Code Compliance	78,538	11,488	67,050	34,711	43,827
City Attorney	109,100	36,470	72,630	95,738	13,362
Human Resources	222,032	58,682	163,350	187,877	34,155
Recycling Programs	165,688	42,227	123,461	128,207	37,481
Parks Land Acquisition	1,698,995	675,945	1,023,050	1,708,858	(9,863)
Leading Library	1,006,995	341,691	665,304	980,492	26,503
Public Safety Bldg Const	84,700	6,457	78,243	14,787	69,913
Total Expenditures	\$4,135,841	\$1,432,112	\$2,703,729	\$3,989,227	\$146,614
<b>PUBLIC SAFETY</b>					
Police Administration	211,025	71,030	139,995	175,554	35,471
Police Field Services	2,949,963	1,023,925	1,926,038	2,687,139	262,824
Police Support Services	223,479	66,192	157,287	152,924	70,555
Emergency Dispatch	619,032	129,417	489,615	413,304	205,728
Fire Administration	291,141	65,914	225,227	221,236	69,905
Fire Operations	2,669,319	758,173	1,911,146	2,243,162	426,157
Fire Prevention	165,460	28,104	137,356	175,000	(9,540)
Emergency Radio Comm	0	0	0	0	0
Total Expenditures	\$7,129,419	\$2,142,755	\$4,986,664	\$6,068,319	\$1,081,100
<b>COMMUNITY DEVELOPMENT</b>					
Total Expenditures	\$659,238	\$217,454	\$441,784	\$717,050	(\$57,812)
<b>PUBLIC WORKS</b>					
Public Works Administration	316,269	89,134	227,135	0	316,269
Public Works Engineering	413,712	96,543	317,169	0	413,712
Building	118,000	73,924	44,076	177,415	(59,415)
Electrical Inspection	57,680	442	57,238	5,400	52,280
Plumbing Inspection	57,680	2,617	55,063	31,392	26,288
Code Enforcement Abatement	62,700	30	62,670	50,000	12,700
State Gas Tax/Street Repair	1,705,963	365,283	1,340,680	1,171,513	534,450
Bike Path	88,968	4,846	84,122	0	88,968
Water	3,857,765	538,658	3,319,107	0	3,857,765
Water SDC	311,285	1,123	310,162	0	311,285
Sewer	2,415,810	759,543	1,656,267	0	2,415,810
Sewer SDC	875,325	2,813	872,512	0	875,325
Storm Sewer	1,269,004	253,390	1,015,614	0	1,269,004
Storm Sewer SDC	108,825	494	108,331	0	108,825
Fleet Services	580,450	207,493	372,957	0	580,450
Facilities Maintenance	592,336	159,855	432,481	0	592,336
Public Parking Facilities	19,379	3,105	16,274	0	19,379
Total Expenditures	\$12,851,151	\$2,559,292	\$10,291,859	\$1,435,720	\$11,415,431
<b>FINANCE</b>					
Finance Administration	293,105	42,880	250,225	215,000	78,105
General Government	282,300	150,463	131,837	280,000	2,300
Municipal Court	193,942	57,940	136,002	161,334	32,608
Accounting	258,713	87,398	171,315	260,000	(1,287)
Intergovernmental/Interfund	3,909,473	786,614	3,122,859	2,964,680	944,793
PSB Debt Service	1,083,323	79,779	1,003,544	460,603	622,720
Photocopier	53,702	16,439	37,263	55,000	(1,298)
Telephone	92,015	20,582	71,433	90,000	2,015
Knutson Cemetary Trust	41,800	0	41,800	2,500	39,300
Forfeiture Trust	8,000	3,595	4,405	2,500	5,500
Total Expenditures	\$6,216,373	\$1,245,689	\$4,970,684	\$4,491,617	\$1,724,756
<b>TOTAL ALL PROGRAMS</b>					
Total Expenditures	\$31,032,832	\$7,609,259	\$23,423,573	\$16,744,236	\$14,288,596

**APPROPRIATION REPORT  
WITH FYE PROJECTIONS**

FUND	APPROPRIATION CATEGORY	FY 1997-98 APPROPRIATION	YTD 10/31/97	balance	PROJECTION 6/30/98	OVER/ (UNDER)
<b>GENERAL FUND</b>						
	Administration/Community Service	456,745	83,010	373,735	298,272	158,473
	Police Services	3,851,901	1,221,933	2,629,968	3,262,827	589,074
	Community Development	659,238	217,454	441,784	717,050	(57,812)
	Public Works	233,360	76,983	156,377	214,207	19,153
	Finance	247,942	61,670	186,272	161,334	86,608
	Transfers	2,910,680	587,129	2,323,551	2,964,680	(54,000)
	Contingency	944,793		944,793	0	944,793
	<b>TOTAL GENERAL FUND</b>	<b>\$9,304,659</b>	<b>\$2,248,179</b>	<b>\$7,056,480</b>	<b>\$7,618,370</b>	<b>\$1,686,289</b>
<b>CODE ENFORCEMENT ABATEMENT FUND</b>						
	Public Works	50,700	30	50,670	50,000	700
	Contingency	12,000		12,000	0	12,000
	<b>CODE ENFORCMNT ABATMNT</b>	<b>\$62,700</b>	<b>\$30</b>	<b>\$62,670</b>	<b>\$50,000</b>	<b>\$12,700</b>
<b>STATE GAS TAX/ST REPAIR FND</b>						
	Public Works	1,674,755	365,283	1,309,472	1,171,513	503,242
	Contingency	31,208		31,208	0	31,208
	<b>TOTAL STATE GAS TAX FUND</b>	<b>\$1,705,963</b>	<b>\$365,283</b>	<b>\$1,340,680</b>	<b>\$1,171,513</b>	<b>\$534,450</b>
<b>BIKE PATH FUND</b>						
	Public Works	52,626	4,846	47,780	0	52,626
	Contingency	36,342		36,342	0	36,342
	<b>TOTAL BIKE PATH FUND</b>	<b>\$88,968</b>	<b>\$4,846</b>	<b>\$84,122</b>	<b>\$0</b>	<b>\$88,968</b>
<b>STORM SEWER SDC FUND</b>						
	Public Works	30,854	494	30,360	0	30,854
	Contingency	77,971		77,971	0	77,971
	<b>TOTAL STORM SEWER SDC FND</b>	<b>\$108,825</b>	<b>\$494</b>	<b>\$108,331</b>	<b>\$0</b>	<b>\$108,825</b>
<b>WATER SDC FUND</b>						
	Public Works	39,341	1,123	38,218	0	39,341
	Contingency	271,944		271,944	0	271,944
	<b>TOTAL WATER SDC FND</b>	<b>\$311,285</b>	<b>\$1,123</b>	<b>\$310,162</b>	<b>\$0</b>	<b>\$311,285</b>
<b>SEWER SDC FUND</b>						
	Public Works	93,948	2,813	91,135	0	93,948
	Contingency	781,377		781,377	0	781,377
	<b>TOTAL SEWER SDC FUND</b>	<b>\$875,325</b>	<b>\$2,813</b>	<b>\$872,512</b>	<b>\$0</b>	<b>\$875,325</b>
<b>PARKS &amp; REC DISTRICT FUND</b>						
	Administration/Community Service	\$1,698,995	\$675,945	\$1,023,050	\$1,708,858	(\$9,863)
<b>LIBRARY SERVICES FUND</b>						
	Administration/Community Service	857,683	341,691	515,992	980,492	(122,809)
	Contingency	149,312		149,312	0	149,312
	<b>TOTAL LIBRARY SRVCS FUND</b>	<b>\$1,006,995</b>	<b>\$341,691</b>	<b>\$665,304</b>	<b>\$980,492</b>	<b>\$26,503</b>
<b>PUBLIC SAFETY FUND</b>						
	Police Services	151,598	68,631	82,967	166,094	(14,496)
	Fire-Rescue Services	2,614,835	852,191	1,762,644	2,639,398	(24,563)
	Emergency Radio Communications	0	0	0	0	0
	Contingency	511,085		511,085	0	511,085
	<b>TOTAL PUBLIC SAFETY FUND</b>	<b>\$3,277,518</b>	<b>\$920,822</b>	<b>\$2,356,696</b>	<b>\$2,805,492</b>	<b>\$472,026</b>

**APPROPRIATION REPORT  
WITH FYE PROJECTIONS**

**WATER FUND**

Public Works	2,458,498	538,658	1,919,840	0	2,458,498
Debt Service	238,043	0	238,043		238,043
Reserves	0	0	0		0
Contingency	1,161,224		1,161,224	0	1,161,224
<b>TOTAL WATER FUND</b>	<b>\$3,857,765</b>	<b>\$538,658</b>	<b>\$3,319,107</b>	<b>\$0</b>	<b>\$3,857,765</b>

**SEWER FUND**

Public Works	1,997,717	759,543	1,238,174	0	1,997,717
Contingency	418,093		418,093	0	418,093
<b>TOTAL SEWER FUND</b>	<b>\$2,415,810</b>	<b>\$759,543</b>	<b>\$1,656,267</b>	<b>\$0</b>	<b>\$2,415,810</b>

**STORM SEWER FUND**

Public Works	1,007,444	253,390	754,054	0	1,007,444
Contingency	261,560		261,560	0	261,560
<b>TOTAL STORM SEWER FUND</b>	<b>\$1,269,004</b>	<b>\$253,390</b>	<b>\$1,015,614</b>	<b>\$0</b>	<b>\$1,269,004</b>

**PUBLIC SAFETY FACILITY DEBT SERVICE FUND**

Debt Service	542,869	79,779	463,090	460,603	82,266
Reserves	540,454		540,454	0	540,454
<b>TOTAL PUB SFTY FAC DEBT SRV</b>	<b>\$1,083,323</b>	<b>\$79,779</b>	<b>\$1,003,544</b>	<b>\$460,603</b>	<b>\$622,720</b>

**CAPITAL PROJECTS**

Capital outlay	\$84,700	\$6,457	\$78,243	\$14,787	\$69,913
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**FLEET SERVICES**

Public Works	\$580,450	\$207,493	\$372,957	\$0	\$580,450
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**FACILITIES MANAGEMENT**

Public Works	\$611,715	\$162,960	\$448,755	\$0	\$611,715
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**ADMINISTRATIVE SERVICES**

Legislative	40,810	11,956	28,854	42,304	(1,494)
Administration/Community Service	888,406	325,009	563,397	986,817	(98,411)
Public Works	729,981	185,677	544,304	0	729,981
Finance	944,513	317,763	626,750	900,000	44,513
Contingency	35,322		35,322		35,322
<b>TOTAL ADMIN SERVICES FUND</b>	<b>\$2,639,032</b>	<b>\$840,405</b>	<b>\$1,798,627</b>	<b>\$1,929,121</b>	<b>\$709,911</b>

**KNUTSON CEMETARY TRUST**

Public Works	\$41,800	\$0	\$41,800	\$2,500	\$39,300
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**FORFEITURE TRUST**

Transfers	\$8,000	\$3,595	\$4,405	\$2,500	\$5,500
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<b>TOTALS</b>	<b>\$31,032,832</b>	<b>\$7,413,505</b>	<b>\$23,619,327</b>	<b>\$16,744,236</b>	<b>\$14,288,596</b>
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**REVENUE REPORT  
WITH FYE PROJECTIONS**

<u>FUND</u>	<u>CATEGORY</u>	FY 1997-98 <u>budget</u>	YTD <u>10 31 97</u>	<u>balance</u>	PROJECTION <u>6 30 98</u>	OVER/ <u>(UNDER)</u>
<b>GENERAL FUND</b>						
	Fund Balance Available	1,000,000	1,819,332	-819,332	1,819,332	819,332
	Property Taxes	5,272,165	48,001	5,224,164	5,372,165	100,000
	Intergovernmental Revenue	398,179	119,812	278,367	368,250	(29,929)
	Licenses, Permits & Charges for Service	423,040	88,263	334,777	417,060	(5,980)
	Fines & Forfeitures	221,775	77,578	144,197	211,895	(9,880)
	Franchise Fees	876,000	144,858	731,142	931,736	55,736
	Other Financing Sources	113,500	26,249	87,251	77,357	(36,143)
	<b>TOTAL GENERAL FUND</b>	<b>\$9,304,659</b>	<b>\$2,324,094</b>	<b>\$6,980,565</b>	<b>\$10,197,795</b>	<b>\$893,136</b>
<b>CODE ENFORCEMENT ABATEMENT FUND</b>						
	Fund Balance Available	60,000	65,349	-5,349	65,349	5,349
	Fines & Forfeitures	0	550	-550	1,000	1,000
	Other Financing Sources	2,700	1,004	1,696	2,410	(290)
	<b>CODE ENFORCMNT ABATMNT</b>	<b>\$62,700</b>	<b>\$66,903</b>	<b>(\$4,203)</b>	<b>\$68,759</b>	<b>\$6,059</b>
<b>STATE GAS TAX/ST REPAIR FND</b>						
	Fund Balance Available	450,000	512,857	-62,857	512,857	62,857
	Intergovernmental Revenue	954,786	241,442	713,345	875,000	(79,786)
	Licenses, Permits & Charges for Service	5,000	6,539	-1,539	16,271	11,271
	Franchise Fees	275,927	112,705	163,222	0	(275,927)
	Other Financing Sources	20,250	6,998	13,252	16,796	(3,454)
	<b>TOTAL STATE GAS TAX FUND</b>	<b>\$1,705,963</b>	<b>\$880,541</b>	<b>\$825,422</b>	<b>\$1,420,924</b>	<b>(\$285,039)</b>
<b>BIKE PATH FUND</b>						
	Fund Balance Available	76,000	76,753	-753	76,753	753
	Intergovernmental Revenue	9,548	-8,056	17,604	8,750	(798)
	Other Financing Sources	3,420	1,163	2,257	2,791	(629)
	<b>TOTAL BIKE PATH FUND</b>	<b>\$88,968</b>	<b>\$69,860</b>	<b>\$19,108</b>	<b>\$88,294</b>	<b>(\$674)</b>
<b>STORM SEWER SDC FUND</b>						
	Fund Balance Available	85,000	104,297	-19,297	104,297	19,297
	Licenses, Permits & Charges for Service	20,000	11,352	8,648	25,000	5,000
	Other Financing Sources	3,825	1,715	2,110	4,117	292
	<b>TOTAL STORM SEWER SDC FND</b>	<b>\$108,825</b>	<b>\$117,364</b>	<b>(\$8,539)</b>	<b>\$133,414</b>	<b>\$24,589</b>
<b>WATER SDC FUND</b>						
	Fund Balance Available	273,000	284,417	-11,417	284,417	11,417
	Licenses, Permits & Charges for Service	26,000	16,893	9,107	29,500	3,500
	Other Financing Sources	12,285	4,887	7,398	11,729	(556)
	<b>TOTAL WATER SDC FND</b>	<b>\$311,285</b>	<b>\$306,197</b>	<b>\$5,088</b>	<b>\$325,646</b>	<b>\$14,361</b>
<b>SEWER SDC FUND</b>						
	Fund Balance Available	785,000	813,467	-28,467	813,467	28,467
	Licenses, Permits & Charges for Service	55,000	8,930	46,070	17,500	(37,500)
	Other Financing Sources	35,325	13,481	21,844	32,355	(2,970)
	<b>TOTAL SEWER SDC FUND</b>	<b>\$875,325</b>	<b>\$835,878</b>	<b>\$39,447</b>	<b>\$863,322</b>	<b>(\$12,003)</b>
<b>PARKS &amp; REC DISTRICT FUND</b>						
	Fund Balance Available	911,000	930,523	-19,523	930,523	19,523
	Other Financing Sources	371,995	35,728	336,267	331,000	(40,995)
	Interfund Transfers	416,000	0	416,000	450,265	34,265
	<b>TOTAL PARKS &amp; REC FUND</b>	<b>\$1,698,995</b>	<b>\$966,251</b>	<b>\$732,744</b>	<b>\$1,711,788</b>	<b>\$12,793</b>
<b>LIBRARY SERVICES FUND</b>						
	Fund Balance Available	365,000	553,527	-188,527	553,527	188,527
	Property Taxes	0	1,865	-1,865	2,250	2,250
	Intergovernmental Revenue	555,000	0	555,000	0	(555,000)
	Fines & Forfeitures	26,780	13,427	13,353	23,000	(3,780)
	Other Financing Sources	6,719	6,541	178	15,688	8,969
	Interfund Transfers	53,496	17,832	35,664	53,496	0
	<b>TOTAL LIBRARY SRVCS FUND</b>	<b>\$1,006,995</b>	<b>\$593,192</b>	<b>\$413,803</b>	<b>\$647,960</b>	<b>(\$359,035)</b>
<b>PUBLIC SAFETY FUND</b>						
	Fund Balance Available	850,000	827,124	22,876	827,124	(22,876)
	Property Taxes	0	7,997	-7,997	25,000	25,000
	Intergovernmental Revenue	103,500	0	103,500	103,500	0
	Licenses, Permits & Charges for Service	1,000	600	400	1,000	0
	Other Financing Sources	27,999	14,768	13,231	39,744	11,745
	Interfund Transfers	2,295,019	765,006	1,530,013	2,295,019	0
	<b>TOTAL PUBLIC SAFETY FUND</b>	<b>\$3,277,518</b>	<b>\$1,615,495</b>	<b>\$1,662,023</b>	<b>\$3,291,387</b>	<b>\$13,869</b>

**REVENUE REPORT  
WITH FYE PROJECTIONS**

<b>WATER FUND</b>					
Fund Balance Available	1,975,000	2,314,157	-339,157	2,314,157	339,157
Licenses, Permits & Charges for Service	1,792,390	728,796	1,063,594	0	(1,792,390)
Other Financing Sources	90,375	39,173	51,202	0	(90,375)
<b>TOTAL WATER FUND</b>	<b>\$3,857,765</b>	<b>\$3,082,126</b>	<b>\$775,639</b>	<b>\$2,314,157</b>	<b>(\$1,543,608)</b>
<b>SEWER FUND</b>					
Fund Balance Available	200,000	134,402	65,598	134,402	(65,598)
Licenses, Permits & Charges for Service	2,206,810	735,182	1,471,628	0	(2,206,810)
Other Financing Sources	9,000	16,942	-7,942	0	(9,000)
Special Assessment Debt Payments	0	12,412	-12,412	0	0
<b>TOTAL SEWER FUND</b>	<b>\$2,415,810</b>	<b>\$898,937</b>	<b>\$1,516,873</b>	<b>\$134,402</b>	<b>(\$2,281,408)</b>
<b>STORM SEWER FUND</b>					
Fund Balance Available	575,000	594,301	-19,301	594,301	19,301
Licenses, Permits & Charges for Service	668,129	223,477	444,652	0	(668,129)
Other Financing Sources	25,875	8,854	17,021	0	(25,875)
<b>TOTAL STORM SEWER FUND</b>	<b>\$1,269,004</b>	<b>\$826,632</b>	<b>\$442,372</b>	<b>\$594,301</b>	<b>(\$674,703)</b>
<b>PUBLIC SAFETY FACILITY DEBT SERVICE FUND</b>					
Fund Balance Available	623,275	662,274	-38,999	662,274	38,999
Property Taxes	432,000	4,683	427,317	5,500	(426,500)
Other Financing Sources	28,048	48,807	-20,759	63,272	35,224
<b>TOTAL PUBLIC SAFETY FAC DEBT SRV</b>	<b>\$1,083,323</b>	<b>\$715,763</b>	<b>\$367,560</b>	<b>\$731,046</b>	<b>(\$362,277)</b>
<b>CAPITAL PROJECTS</b>					
Fund Balance Available	84,700	14,065	70,635	14,065	(70,635)
Other Financing Sources	0	301	-301	0	0
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$84,700</b>	<b>\$14,366</b>	<b>\$70,334</b>	<b>\$14,065</b>	<b>(\$70,635)</b>
<b>FLEET SERVICES</b>					
Fund Balance Available	10,000	1,635	8,365	1,635	(8,365)
Licenses, Permits & Charges for Service	535,000	277,727	257,273	0	(535,000)
Other Financing Sources	950	14,628	-13,678	0	(950)
Interfund Transfers	34,500	33,751	749	0	(34,500)
<b>TOTAL FLEET SERVICES</b>	<b>\$580,450</b>	<b>\$327,740</b>	<b>\$252,710</b>	<b>\$1,635</b>	<b>(\$678,815)</b>
<b>FACILITIES MANAGEMENT</b>					
Fund Balance Available	25,000	61,689	-36,689	61,689	36,689
Licenses, Permits & Charges for Service	513,259	167,087	346,172	0	(513,259)
Fines & Forfeitures	22,500	7,843	14,658	0	(22,500)
Other Financing Sources	50,956	1,619	49,337	0	(50,956)
<b>TOTAL FACILITIES MANAGEMENT</b>	<b>\$611,715</b>	<b>\$238,238</b>	<b>\$373,477</b>	<b>\$61,689</b>	<b>(\$650,026)</b>
<b>ADMINISTRATIVE SERVICES</b>					
Fund Balance Available	125,000	332,609	-207,609	332,609	207,609
Licenses, Permits & Charges for Service	2,413,198	770,752	1,642,446	2,312,219	(100,979)
Other Financing Sources	100,834	31,086	69,748	39,348	(61,486)
<b>TOTAL ADMIN SERVICES FUND</b>	<b>\$2,639,032</b>	<b>\$1,134,446</b>	<b>\$1,504,586</b>	<b>\$2,684,175</b>	<b>\$45,143</b>
<b>KNUTSON CEMETARY TRUST</b>					
Fund Balance Available	40,000	43,486	-3,486	43,486	3,486
Other Financing Sources	1,800	868	932	2,063	263
<b>TOTAL KNUTSON CEMETARY TRUST</b>	<b>\$41,800</b>	<b>\$44,354</b>	<b>(\$2,554)</b>	<b>\$45,549</b>	<b>\$3,749</b>
<b>FORFEITURE TRUST</b>					
Fund Balance Available	3,000	12,276	-9,276	12,276	9,276
Fines & Forfeitures	5,000	2,287	2,713	5,438	438
<b>TOTAL FORFEITURE TRUST</b>	<b>\$8,000</b>	<b>\$14,562</b>	<b>(\$6,562)</b>	<b>\$17,714</b>	<b>\$9,714</b>
<b>TOTALS</b>	<b>\$31,032,832</b>	<b>\$15,072,939</b>	<b>\$15,959,893</b>	<b>\$25,348,021</b>	<b>(\$5,684,811)</b>

FUND BALANCE REPORT  
WITH FYE PROJECTIONS

FUND	CATEGORY	FY 1997-98 budget	YTD 10/31/97	balance	PROJECTION 6/30/98
<b>GENERAL FUND</b>					
	Total Revenues	9,304,659	2,324,094	6,980,565	10,197,795
	Total Expenditures	9,304,659	2,248,179	7,056,480	7,618,370
	TOTAL GENERAL FUND	<b>\$0</b>	<b>\$75,915</b>		<b>\$2,579,425</b>
<b>CODE ENFORCEMENT ABATEMENT FUND</b>					
	Total Revenues	62,700	66,903	-4,203	68,759
	Total Expenditures	62,700	30	62,670	50,000
	CODE ENFORCMNT ABATMNT	<b>\$0</b>	<b>\$66,873</b>		<b>\$18,759</b>
<b>STATE GAS TAX/ST REPAIR FND</b>					
	Total Revenues	1,705,963	880,541	825,422	1,420,924
	Total Expenditures	1,705,963	365,283	1,340,680	1,171,513
	TOTAL STATE GAS TAX FUND	<b>\$0</b>	<b>\$515,257</b>		<b>\$249,411</b>
<b>BIKE PATH FUND</b>					
	Total Revenues	88,968	69,860	19,108	88,294
	Total Expenditures	88,968	4,846	84,122	0
	TOTAL BIKE PATH FUND	<b>\$0</b>	<b>\$65,014</b>		<b>\$88,294</b>
<b>STORM SEWER SDC FUND</b>					
	Total Revenues	108,825	117,364	-8,539	133,414
	Total Expenditures	108,825	494	108,331	0
	TOTAL STORM SEWER SDC FND	<b>\$0</b>	<b>\$116,870</b>		<b>\$133,414</b>
<b>WATER SDC FUND</b>					
	Total Revenues	311,285	306,197	5,088	325,646
	Total Expenditures	311,285	1,123	310,162	0
	TOTAL WATER SDC FND	<b>\$0</b>	<b>\$305,074</b>		<b>\$325,646</b>
<b>SEWER SDC FUND</b>					
	Total Revenues	875,325	835,878	39,447	863,322
	Total Expenditures	875,325	2,813	872,512	0
	TOTAL SEWER SDC FUND	<b>\$0</b>	<b>\$833,066</b>		<b>\$863,322</b>
<b>PARKS &amp; REC DISTRICT FUND</b>					
	Total Revenues	1,698,995	966,251	732,744	1,711,788
	Total Expenditures	1,698,995	675,945	1,023,050	1,708,858
	TOTAL PARKS & REC FUND	<b>\$0</b>	<b>\$290,306</b>		<b>\$2,930</b>
<b>LIBRARY SERVICES FUND</b>					
	Total Revenues	1,006,995	593,192	413,803	647,960
	Total Expenditures	1,006,995	341,691	665,304	980,492
	TOTAL LIBRARY SRVCS FUND	<b>\$0</b>	<b>\$251,501</b>		<b>(\$332,532)</b>
<b>PUBLIC SAFETY FUND</b>					
	Total Revenues	3,277,518	1,615,495	1,662,023	3,291,387
	Total Expenditures	3,277,518	920,822	2,356,696	2,805,492
	TOTAL PUBLIC SAFETY FUND	<b>\$0</b>	<b>\$694,673</b>		<b>\$485,895</b>
<b>WATER FUND</b>					
	Total Revenues	3,857,765	3,082,126	775,639	2,314,157
	Total Expenditures	3,857,765	538,658	3,319,107	0
	TOTAL WATER FUND	<b>\$0</b>	<b>\$2,543,468</b>		<b>\$2,314,157</b>

FUND BALANCE REPORT  
WITH FYE PROJECTIONS

<b>SEWER FUND</b>				
Total Revenues	2,415,810	898,937	1,516,873	134,402
Total Expenditures	2,415,810	759,543	1,656,267	0
<b>TOTAL SEWER FUND</b>	<b>\$0</b>	<b>\$139,395</b>		<b>\$134,402</b>
<b>STORM SEWER FUND</b>				
Total Revenues	1,269,004	826,632	442,372	594,301
Total Expenditures	1,269,004	253,390	1,015,614	0
<b>TOTAL STORM SEWER FUND</b>	<b>\$0</b>	<b>\$573,242</b>		<b>\$594,301</b>
<b>PUBLIC SAFETY FACILITY DEBT SERVICE FUND</b>				
Total Revenues	1,083,323	715,763	367,560	731,046
Total Expenditures	1,083,323	79,779	1,003,544	460,603
<b>TOTAL PUBLIC SAFETY FAC DEBT SRV</b>	<b>\$0</b>	<b>\$635,984</b>		<b>\$270,443</b>
<b>CAPITAL PROJECTS</b>				
Total Revenues	84,700	14,366	70,334	14,065
Total Expenditures	84,700	6,457	78,243	14,787
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$0</b>	<b>\$7,909</b>		<b>(\$722)</b>
<b>FLEET SERVICES</b>				
Total Revenues	580,450	327,740	252,710	1,635
Total Expenditures	580,450	207,493	372,957	0
<b>TOTAL FLEET SERVICES</b>	<b>\$0</b>	<b>\$120,247</b>		<b>\$1,635</b>
<b>FACILITIES MANAGEMENT</b>				
Total Revenues	611,715	238,238	373,477	61,689
Total Expenditures	611,715	162,960	448,755	0
<b>TOTAL FACILITIES MANAGEMENT</b>	<b>\$0</b>	<b>\$75,278</b>		<b>\$61,689</b>
<b>ADMINISTRATIVE SERVICES</b>				
Total Revenues	2,639,032	1,134,446	1,504,586	2,684,175
Total Expenditures	2,639,032	840,405	1,798,627	1,929,121
<b>TOTAL ADMIN SERVICES FUND</b>	<b>\$0</b>	<b>\$294,041</b>		<b>\$755,054</b>
<b>KNUTSON CEMETARY TRUST</b>				
Total Revenues	41,800	44,354	-2,554	45,549
Total Expenditures	41,800	0	41,800	2,500
<b>TOTAL KNUTSON CEMETARY TRUST</b>	<b>\$0</b>	<b>\$44,354</b>		<b>\$43,049</b>
<b>FORFEITURE TRUST</b>				
Total Revenues	8,000	14,562	-6,562	17,714
Total Expenditures	8,000	3,595	4,405	2,500
<b>TOTAL FORFEITURE TRUST</b>	<b>\$0</b>	<b>\$10,967</b>		<b>\$15,214</b>
<b>TOTALS</b>	<b>\$0</b>	<b>\$7,659,434</b>	<b>\$0</b>	<b>\$8,603,785</b>



## NEWS from one Freshman House...

The freshmen in our House are finishing a project that calls on their creativity, hones their communication skills, and advances their knowledge of computer technology, while at the same time they learn the value of good citizenship.

Called "The Milwaukie Riverfront Proposal", students have conceived different ways to redesign the riverfront areas west of McLoughlin Blvd. Working in Mr. Burdette's class, the students took a field trip to the area, made preliminary sketches, wrote up their ideas for changes on brainstorming sheets, and considered the practicalities and realities of urban renewal. In Mr. Curley's class, the students drafted, edited and revised persuasive essays that argued their proposals for change. The final draft of this took the form of a letter to the City Council. In Mrs. Farrell's class, students are learning mapmaking skills using HyperCard on the computer and keying in their letters in the appropriate formal business letter format.

These letters will be mailed to the City Council. As part of this project, we are inviting one of the Clackamas County planners to visit our House to respond to the students' ideas. This should prove to be quite an exercise in citizenship!

Parents who are in the building in November should stop and see the products of this work in the display case in the Main Hall. How does a wildlife preserve on Elk Rock Island, complete with nature trails sound? How about a mini-mall of shops on a boardwalk along the river? Would you like to see a park with picnic tables, a playground and a swimming beach? All these ideas and more are represented.

In completing this project, students have learned more about their community and more about how important their voices are -- not to mention learning confidence in their ability to express that voice.

Bill Burdette, Social Studies  
Clyde Curley, Language Arts  
Kathy Farrell, Computer Technology

### LOOKING FOR GIFT IDEAS?

Check out the Student Store!

Available Items include:

t-shirts...polo shirts...sweatshirts  
shorts...boxers...cotton sweat pants



Hours: 10:30-12:30  
and 2:15-2:45

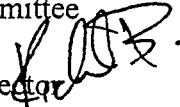
QUESTIONS? Call Chuck Nott at 653-3750



**METRO**

Date: November 25, 1997

To: The South/North Steering Committee

From: Richard Brandman, Project Director 

Re: **Status of the South/North Project**

The purpose of this memorandum is to provide you with an overview of the South/North Project's status in preparation for an upcoming series of meetings of the South/North Steering Committee: Where have we come from? What is our current situation? and What are our next steps?

### **Previous Activities**

Since the November 1996 election the South/North Project, with the concerted effort of all participating jurisdictions, has achieved three primary milestones.

- **Cost-Cutting Process.** Initiated in December 1996 by the Steering Committee, the Cost-Cutting process concluded in May 1997 with the adoption of over \$500 million in savings from the scope of the project. These cost-cutting measures spanned the entire breadth of the project and included changes to the alignment, stations, terminus options and added potentially deferred segments. All such changes, including the Half Mall Alternative and new alignments in Milwaukie and in the Clackamas Regional Center, have been evaluated in detail in the Draft Environmental Impact Statement (DEIS).

The Cost-Cutting process has been judged a significant success for the project as we quickly and collectively responded to the loss of state funding. At their quarterly meeting in late August 1997, the Federal Transit Administration (FTA) commended Metro and Tri-Met for implementing the Cost-Cutting process. And, at its meeting in November 1997, the South/North Expert Review Panel commented that one of the most impressive products of the South/North Project has been the Cost-Cutting process, and they intend to recommend to the Federal Transit Administration (FTA) that it be documented as a national model for balancing project needs with project resources.

- **Finance Plan.** In February 1997, the region submitted a finance plan to Congress for ISTEA's reauthorization based upon the anticipated results of the Cost-Cutting process. Our ability to respond quickly to Congress' request was essential to be eligible to secure federal

funding for the project. A recent analysis by our team in Washington, DC is promising for federal funding. I will provide you with a more detailed overview at our meeting.

- **Public Involvement Activities.** In January 1997, the project undertook an extensive public involvement effort that has spanned almost an entire year and that will shape the character of our decision-making process in the coming months. In summary, the project has gone out to the public to meet them where they live, work, shop and play. Thousands of new faces have been introduced to the project and the significant role that it will play in enhancing the region's future livability. Again, a more detailed overview of these past public involvement activities will be provided at your next meeting.

### **Current Activities**

The project's current priority is the preparation of the DEIS and the wide range of detailed supporting documentation. All of the analysis and most of the documentation is complete. We are in the final weeks of production and review of the reports by participating jurisdictions, the Expert Review Panel and FTA staff. In general, FTA's response has been very encouraging with requests for only relatively minor changes. The Expert Review Panel concluded that the South/North Project's DEIS effort raises the national standard in terms of quality and level of detail.

At our meeting on December 1, 1997, we will be discussing the range of alternatives and options that are currently being studied in the DEIS. While the range of choices may at times seem daunting, project staff will be working to summarize and present the choices and trade-offs to the public in a simple and understandable manner. Much of that work in translating the detailed technical analysis into presentation material is still underway, but will be ready as we publish the DEIS and open the public comment period. The computer-generated visual simulations that will be presented at your next meeting will play a key role in presenting an understandable project to the public.

The technical emphasis of the upcoming meeting of the Steering Committee will be on capital costs and on forecast light rail and transit ridership. The overview of capital cost and ridership that we will provide will cover all segments of the project. In summary, the Cost-Cutting process resulted in the savings that we expected when we adopted our Finance Plan almost a year ago, and the systemwide ridership projections continue to be encouraging. Future meetings of the Steering Committee in late December 1997 and early January 1998, will focus on segments of the corridor and the choices to be made within those segments.

South/North Steering Committee  
Status of the South/North Project  
November 25, 1997  
Page 3

### **Future Activities**

Once the FTA approves and publishes the DEIS, the project will sponsor a 45-day public comment period. While the highlight of the comment period will be formal public hearings held by the Steering Committee, it will be an intense time of distributing and receiving information from citizens, business and organizations. Open houses will be held, presentations made, public documents prepared and distributed via a wide range of media, and public comment will be received in a variety of ways.

Following the conclusion of the public comment period, the region will adopt the preferred set of alternatives and options that it intends to engineer and construct. The process will be initiated by the Project Management Group, the Downtown Oversight Committee and the Citizens Advisory Committee. The Steering Committee will then be asked to prepare a project recommendation that will be forwarded to participating jurisdictions and the Metro Council for final adoption.

Adoption of the Locally Preferred Strategy will be another major milestone for the project that will lead to the completion of preliminary engineering and the Final Environmental Impact Statement by the spring of 1999, followed shortly by the execution of a full funding grant agreement between the FTA and Tri-Met. As I will explain in more detail at your next meeting, achieving a full funding grant agreement within this time frame will be critical in our ability to secure federal funding for the South/North Project.

I look forward to meeting with you again and discussing these and other topics in greater detail. If you have any questions prior to our meeting, please contact me at 503/797-1749.



METRO

November 19, 1997

Dan Bartlett  
City of Milwaukie  
10722 SE Main Street  
Milwaukie OR 97222

Subject: OMSI to Springwater Corridor Trail

Dear Mr. Bartlett:

***The Purchase***

At its October 16, 1997 meeting, the Metro Council voted unanimously to purchase the railroad / utility corridor and several adjacent parcels along the Willamette River between the Ross Island and Sellwood bridges in southeast Portland from Portland General Electric / Enron. This vote was due in large part to the strong public support for this project shown by you and so many others. Therefore, I want to thank you and give you a status report on the project.

This is the last major segment of the 16.5-mile Springwater Corridor Trail between Portland and Boring which is not in public ownership. The land was one of the "option sites" that Metro had obtained prior to the May 1995 regional bond measure vote. The acquisition will be paid with funds from Metro's Open Spaces bond.

***Ross Island Sand and Gravel Company***

Ross Island Sand and Gravel Company (RiSG) had expressed concerns about the future of its current lease (land used for a parking lot for its cement trucks and employees), and continued access to the river. Metro has agreed to a one-year lease for the same portion of the land and continued access to the river for RiSG. Once the OMSI to Springwater trail alignment is finalized, Metro and RiSG will work together to negotiate a longer-term lease, with a commitment to maintain RiSG's access to the river. In addition, RiSG has agreed to support and facilitate the construction of the trail.

***The Future Trail and the Existing Railroad Companies***

This purchase is the first major step to allow for the construction of a trail in the corridor. The existing railroad operator will continue to have the right to run his trains in the corridor (e.g., SamTrak passenger train and freight trains). Three railroad companies (East Portland Traction Company, Portland Traction Company (PTC) and Union Pacific/Southern Pacific, parent company of PTC) still have easements and other interests in the corridor. Metro may not be able to build a trail until various agreements, including obtaining a trail easement from the railroad companies, are obtained.

Dan Bartlett  
November 19, 1997  
Page 2

It is our intent to work with the railroad companies to establish a "Rails with Trail" project. We believe that a trail and active railroad can safely share the corridor. Metro Regional Parks and Greenspaces and the Portland Parks Department have developed a preliminary trail alignment with the necessary improvements, we believe, to satisfy the needs of the railroad operator and future trail users.

***Commitment to the Project***

Metro has worked on this trail project for over seven years with planners from the cities of Portland, Gresham, Milwaukie, Multnomah and Clackamas counties, and with the adjacent neighborhoods. Metro and Portland Parks have spent nearly \$3 million in federal and local funds for constructing the main segment of the Springwater Corridor Trail. We see the OMSI to Springwater Corridor (the missing segment) as the crown jewel in the 40-Mile Loop and one of the top trail projects for our entire region.

***The Next Steps***

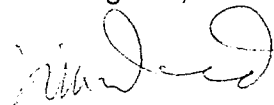
Metro staff will renew discussions with the railroad companies. Our goal is to obtain a trail easement and other necessary rights to build the trail. The final trail alignment will be developed cooperatively with the city of Portland, adjacent property owners and the neighborhoods. The future trail would be managed by Portland Parks. Unfortunately, I cannot estimate the time table for when trail construction would begin. It could be months, perhaps years from now, but Metro is committed to taking any reasonable steps to make this dream a reality.

***Your Support is Much Appreciated and Invaluable***

Thank you for your support of the OMSI to Springwater Corridor Trail. Your phone calls, comments, letters, E-Mail or attendance at the Metro Council meeting were very important.

We will continue to keep you informed about project progress as it is made. If you have any questions or need more information, please contact me at 797-1914, or call our trails planner, Mel Huie at 797-1731.

Best regards,



Jim Desmond, Manager  
Open Spaces Acquisition Division  
Regional Parks and Greenspaces Department

JD/dc

story buildings do not fit with the Neighborhood. Any change in zoning would allow urban densities to expand into other areas. Providence Milwaukie was concerned it might be inhibited. This Plan clearly resembles the Community Development Director's November 8, 1994 plan. **Hammang** agreed to submit the rest of his comments in writing.

**Mark Whitlow**, 222 SW Columbia, spoke on behalf of his client, the Murphy Co. He requested site 2.4 be excluded from the boundary and included with the larger industrial area to the northwest. The Murphy Company is engaged in site remediation, and there is still light industrial use not envisioned by the Plan. He requested the Council consider a boundary adjustment. He urged there be no non-conforming use that might inhibit future plans.

**Ken Roberts**, 2924 SE Malcom, property owner. He has acted as Ardenwald NDA co-chair and Riverfront Planning Committee member. He, too, had concerns that neighborhoods outside the boundary would be negatively impacted. Neighborhoods will undergo increasing pressure to decrease lot sizes and increase density. He used the example of driveway widths to support his point. He urged the City Council to do the right thing and send the Plan through the NDAs and to the citizens for approval.

**Chris Houston**, 11335 SE 35th. He is a seven-year Milwaukie resident and has seen traffic gradually increase. He believed higher densities would be dangerous. Neighborhood will have to be walled off to protect them from increased traffic. Citizens get angry with elected leaders who show only disregard. Do not build high density housing.

**Mayor Lomnicki** read a letter into the record from **Gary Michael**, 11907 SE 19<sup>th</sup>, supporting adoption of the Plan. Milwaukie is faced with growth and development pressures. The Plan is a result of a lot of good work by citizens, staff, and consultants, and every effort was made to involve the community. He felt it was important to ratify the City's vision and direction for the future with the details thoroughly addressed in subsequent planning phases.

**Kathleen Wadden**, spoke in support of the Plan. McFarland's is interested in developing its site behind the MarketPlace and has been working with Community Development staff. In general, the Plan meets McFarland's goals for developing the site.

**Leann Lewis**, 11335 SE 35<sup>th</sup>, asked how people gained the right to vote on the Plan. **Elsner** said either by referendum or initiative which could be binding or advisory.

**Gary Michael**, 11907 SE 19<sup>th</sup>, arrived and wished to express his comments. He supported adoption of the Plan and said a lot of effort went into involving the public. A majority of Milwaukie residents believe that growth is inevitable, and it is best to plan for it and make Milwaukie a better place. He felt the details could be worked out in the next planning phase. Growth will happen whether or not the City has a plan; if Milwaukie is called a Regional Center; or if light rail is constructed. He felt mixed use should be encouraged in the downtown area.

Staff Comments: **Mayor Lomnicki** said staff would limit its comments at this time and respond in writing. **Collins** said staff would respond to one question at this time regarding the assumption that zoning would change if the Plan was adopted. There is no proposal in the Plan to change zoning. There will be a set of proposals before the City Council in quasi-judicial hearings.

Questions of Clarification: **Mayor Lomnicki** the NDAs, Planning Commission, and City Council would be involved in any rezoning process.

**Councilmember Trotter** requested a visual representation comparing current densities to what is proposed.

**Councilmember Schreiber** understood the NDAs would be discussing their neighborhood visions. **Collins** said that was correct, and there has been movement in that direction. She felt the neighborhood visioning process might take up to twelve months.

**Mayor Lomnicki** asked for clarification of the population and housing estimates, **Collins** said 5,000 people translates into about 3,500 households.

**Mayor Lomnicki** asked for additional information on the percentage of growth and how it compared to the Plan. He felt the document should also address citizen safety and security. He asked if there was a timeframe for new residences and businesses.

**Councilmember Trotter** asked staff to check the figures on the acres of greenspace in subareas 1, 3, 5, and 6 since his total did not match that of the Plan.

**Councilmember Tomei** heard many concerns are about density and asked if doubling population was referred to in the Plan. **Collins** said it probably refers to the mixed-use areas or the Metro target.

**Councilmember Schreiber** felt people were confusing big city statistics with a small city like Milwaukie.

**Mayor Lomnicki** asked for a clarification, definition, and comparison of high and low density. He discussed the 2040 timeframe understanding that what is undertaken in the Regional Center Master Plan will have to evolve over time. He suggested more "bite-sized" timeframes to get a better concept of how the Plan will evolve.

**Councilmember Kappa** commented that Metro's Plan is flexible. He suggested making figures available on current zoning and possible figures of downtown population.

**Councilmember Schreiber** said people seem concerned about their property, but it is up to each person to decide what to do with his/her own property.

**Councilmember Tomei** said there seems to be concern the City will condemn property, but nothing like that is implied in the Plan. It is built on private initiative.

Closure of Public Hearing: **Mayor Lomnicki** closed the public testimony portion of the hearing at 10:05 p.m.

Discussion and Decision by Council: **Mayor Lomnicki** announced the record would remain open for written public comment until 5:00 p.m. on November 25, 1997. The City Council will review the written comments, and the proposed Plan will be on the December 2, 1997, agenda. The Public Hearing will not be re-opened.

**Councilmember Kappa** discussed the number of drivers hired for westside light rail. The Gresham line has heavy ridership, and extra officers have been hired for safety.

**Councilmember Tomei** assured the people who testified they would get a response.

### **Local Greenspaces and Trails Projects – Local Share – Resolution**

**Mayor Lomnicki** called the public hearing to order at 10:20 p.m.

The purpose of the hearing was to listen to public comment regarding substitutions to the City's Local Greenspaces and Trails project list.

Staff Report: **Richards** presented the staff report. This related to the bond issue in which the communities submitted proposed projects. Of the two projects accepted, the riverfront property acquisition was rejected by the seller. Tonight's public process would identify a substitute project or projects in the amount of \$310,000. The substitute projects recommended were: four projects (Johnson Creek/Springwater Corridor, Ardenwald to Springwater Access Easement,

Roswell Wetland Enhancement, and Willow Place Wetland Enhancement) previously submitted; Furnberg Park Wetland Enhancement; and Minthorn North Addition. The Lewelling Area Wetland acquisition was no longer feasible because the owner accepted another offer.

**Councilmember Tomei** was concerned that funds would not go toward riverfront acquisition and asked if there were other properties available. **Richards** said there is no riverfront property available that met Greenspaces requirements, and staff was concerned funding might be lost.

**Bartlett** said the City has negotiated for five years with the riverfront property owner. At this point, it is clear the Klein property is not on the market without condemnation. The City can control the mouth of Johnson Creek by other means. Metro is not considering any property along the McLoughlin Blvd. Corridor, and there are no other eligible properties on the Willamette or Kellogg Lake.

**Councilmember Trotter** said he knew Furnberg Park had a master plan and asked if these properties did also. **Richards** said both Roswell and Willow are retention areas and do not have master plans. These sites will be enhanced by natural plantings. The Ardenwald access to the Springwater Corridor does have a trail laid out.

**Councilmember Schreiber** asked if any of the proposed sites had recreation potential. **Richards** said Greenspaces allows no active participation areas. The Johnson Creek/Springwater Corridor area would help prevent flooding problems.

**Bartlett** said this project submittal would take the City of Milwaukie up to its full allocation based on a per capita amount.

**Councilmember Trotter** noted the proposed resolution should refer to "Exhibit A" rather than "D."

Correspondence: None.

Public Comment: None.

Council Comments: None.

Questions of Clarification: None.

Close Public Testimony: **Mayor Lomnicki** closed the public testimony of the hearing at 10:42 p.m.

It was moved by Councilmember Trotter and seconded by Councilmember Tomei to adopt the resolution approving substitute projects be added to the Local Greenspaces and Trails Project List with revision of "Exhibit D" to "Exhibit A" in Section 2 and adding Lewelling Wetland as contingency project. Motion passed unanimously.

**RESOLUTION NO. 36-1997:**

**A RESOLUTION OF THE CITY OF MILWAUKIE RIVERFRONT PROJECT INFEASIBLE FOR THE CITY OF MILWAUKIE'S LOCAL GREENSPACES AND TRAILS PROJECT LIST TO BE FUNDED BY METRO'S GREENSPACES BOND MEASURE AND APPROVING SUBSTITUTE PROJECTS.**

**Suspend Council Rules**

It was moved by Councilmember Kappa and seconded by Councilmember Schreiber to suspend Council Rules and continue the meeting beyond 11:00 p.m. Motion passed unanimously.

**OTHER BUSINESS**

**Consider Establishing Enterprise Zone – Johnson Creek Boulevard -- Resolution**

**Bartlett** presented the staff report. He understood the Clackamas County Board of Commissioners adopted a similar resolution. He discussed the proposed intergovernmental agreement should the Enterprise Zone application be approved by the State.

**Mayor Lomnicki** asked how similar the resolutions were. **Pat Allen**, Oregon Economic Development Department, understood they were identical. He discussed developing an intergovernmental agreement with Clackamas County as Zone co-sponsors.

**Councilmember Kappa** said his concerns with road improvements and storm water issues could be addressed at the meeting with the Commissioners.

**Councilmember Tomei** said, after the resolution was adopted, she wanted to address child care and wage issues. **Allen** said that was appropriate. **Councilmember Tomei** was also concerned that local people be hired. **Allen** said that could be addressed at a finer level of detail.

**Councilmember Schreiber** commented the Council would have to be in agreement before negotiating with the Commissioners. She understood Allen would work with the City and County on the process. **Allen** said the application was due in Salem on Monday. The application is the legal authority from which details will be developed into a program.

**It was moved by Councilmember Kappa and seconded by Councilmember Trotter to adopt the resolution co-sponsoring an application for designation of an Enterprise Zone.**

**Councilmember Trotter** asked **Councilmember Tomei** if her concerns were with the conditions rather than the Zone itself. **Councilmember Tomei** said that was correct.

**Motion passed unanimously.**

**RESOLUTION NO. 37-1997:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, CO-SPONSORING AN APPLICATION FOR DESIGNATION OF AN ENTERPRISE ZONE.**

**Permission to Advertise for the Home Avenue/Monroe Street Drainage Project**

**Brink** presented the staff report. Staff asked for authorization to advertise bids for the project that would help eliminate a long-standing drainage problem at the intersection of Home Avenue and Monroe Street. The estimated project cost at this time was \$80,000.

**Councilmember Schreiber** asked if there would be resident involvement with the project. **Brink** said to date it has been limited to one property owner and a presentation to the Hector Campbell Neighborhood Association.

**It was moved by Councilmember Kappa and seconded by Councilmember Tomei to authorize staff to advertise the Home Avenue/Monroe Street Drainage Project for bid.**

**Councilmember Kappa** said, because of a potential conflict of interest, he would not vote on the bid award itself.

**Motion passed unanimously.**

## INFORMATION

**Councilmember Schreiber** wanted clarification of the Monroe Street truck issue. **Bartlett** said the Ordinance speaks to "no thru trucks", and large truck traffic is discouraged on any streets in that area other than Harrison and Washington. The City cannot prohibit drivers from making local deliveries. Staff will work on routing trucks properly and ask the City Attorney to prepare an opinion. **Councilmember Schreiber** understood trucks needing to access downtown would be allowed to make a delivery and would be considered a local trip.

**Bartlett** said the strategy used by 34<sup>th</sup> Avenue residents of calling in with trucking company names and license plate numbers has been very effective.

**Mayor Lomnicki** asked if access to Monroe could be prohibited by a "no left turn." **Brink** said the State denied that request, but the issue could be pursued by another letter. Milwaukie is not the road authority in this instance.

**Councilmember Schreiber** preferred to take this to the Neighborhood Association since the residents might want to preserve their own traffic pattern. **Bartlett** suggested a mediated solution between the businesses and the Neighborhood.

## ADJOURNMENT

**Mayor Lomnicki** adjourned the meeting at 11:15 p.m.

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Pat DuVal, Recorder



TO: Mayor and City Council

THRU: Dan Bartlett *Dan*  
City Manager

FROM: Jim Brink *JEB 11-21-97*  
Public Works Director

RE: CDBG Sidewalk Project  
ST-98-05

DATE: November 21, 1997

ACTION REQUESTED

Authorize City Manager to sign an amendment increasing PO #980271B from \$25,000 to \$30,000 for the above-noted project design.

BACKGROUND

On July 14th, 1997, the City Manager signed a PO for \$25,000 to Lin and Associates, Inc. to design and prepare plans and specifications for the CDBG sidewalk project.

During the design portion of the work, it was determined that some additional work requiring 5 days of surveying was needed to locate property lines and place them properly on the project drawings. This additional work will amount to approximately \$5,000.

Project design is 80% complete, and is estimated to be 100% complete by Dec. 12th. Our goal is to have project plans and specifications to Clackamas County before Dec. 25th, 1997. Clackamas County will put the project out for bid and award the project on dates to be determined.

/cjw

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



\*\*\*MEMORANDUM\*\*\*

COMMUNITY DEVELOPMENT DEPARTMENT

November 25, 1997

To: Mayor and City Council

Through: Dan Bartlett, City Manager *DM*

From: *MC* Maggie Collins, Community Development Director  
Susan Heiser, Senior Planner

Subject: Water Tower Park Master Plan  
File No. CPA 97-04

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**Action Requested**

Consideration and adoption of the Water Tower Park Master Plan as an Ancillary Document to the Milwaukie Comprehensive Plan.

**Background**

The Planning Commission held a public hearing on this matter on October 14, 1997 and unanimously voted to recommend City Council adoption of the Water Tower Park Master Plan as an ancillary document to the Milwaukie Comprehensive Plan. No one from the public spoke in favor or against this proposal. Attached is a staff report which include the findings upon which the Planning Commission based their recommendation. A draft Ordinance has also been prepared (Exhibit A) for Council consideration.

**Discussion**

Staff recommends that the Council adopt the Water Tower Park Master Plan, as recommended by the Planning Commission, based on the Findings contained in the staff report and draft ordinance Exhibit A.

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 1437, THE COMPREHENSIVE PLAN (CPA-97-04) BY ADOPTING THE WATER TOWER PARK MASTER PLAN AS AN ANCILLARY DOCUMENT.**

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

**WHEREAS**, review of the Water Tower Park Master Plan has been coordinated with the appropriate neighborhood groups and affected agencies; and

**WHEREAS**, the Planning Commission has reviewed the Water Tower Park Master Plan, CPA-97-04, at a duly advertised Public Hearing on October 14, 1997; and

**WHEREAS**, the City Council held a duly advertised Public Hearing on December 2, 1997;

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

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

Policy 7 of Objective 1 requires all Plan amendments to be evaluated based on the following criteria:

**1. Conformance with the Comprehensive Plan, its goals, policies, and spirit.**

The document proposed for adoption is consistent with the goals and policies of the Comprehensive Plan Chapter 4 - Recreational Needs Element - in that the document will serve to guide development which will provide for the recreational needs of City residents by maximizing the use of current public facilities. Specifically the proposed amendment is consistent with Objectives 3, 5, and 6 which call for intergovernmental cooperation; the provision of a system of neighborhood and community parks; and maximizing the use of existing parks.

Water Tower Park is classified as a Neighborhood Park which serves the recreational needs of the residents of the Ardenwald and Lewelling

Neighborhoods. Improvements will be designed to accommodate the needs of a variety of residents from the very young to the elderly. Provisions have also be made to meet the needs of the handicapped as well. Sidewalks will be provided around the site and there will be two ADA accessible picnic tables.

**2. Public need for the change.**

The current Comprehensive Plan does not contain a site plan for Water Tower Park. The adoption of the Water Tower Park Master Plan will provide specific direction for improvements to this public park.

**3. Public need is best satisfied by this particular change.**

The Water Tower Park Master Plan provides an innovative approach to providing active recreational use on a site encumbered by other public facilities.

**4. The change will not adversely affect the health, safety, and welfare of the community.**

The Water Tower Park Master Plan will enhance the health, safety, and welfare of the community by providing park improvements which will be available for the use of residents of all ages.

**5. The change is in conformance with applicable Statewide Planning Goals.**

The Water Tower Park Master Plan is in conformance with State Planning Goals 5 (Open Spaces) and 11 (Public Facilities) - by planning for timely, orderly and efficient development of public facilities by enhancing the City's open space and existing parkland resources.

Section 2. Comprehensive Plan Ancillary Document. The Water Tower Park Master Plan is adopted as an Ancillary Document to the Comprehensive Plan of Ordinance 1437.

Read the first time on \_\_\_\_\_, 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

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Ordinance No. \_\_\_\_\_  
Page 3 of 3

Exhibit A

ATTEST:

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

Approved as to form:

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

CITY OF MILWAUKIE  
COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT

Hearing Date: December 2, 1997  
File Nos.: CPA 97-04

Application: Comprehensive Plan Amendment - Water Tower Park Master Plan  
Applicant: City of Milwaukie  
Property Owner: Same  
Location: SE 40th and Harvey, Milwaukie  
Tax Lots: 12E25DA12600 & 12700 (Exhibit 1)

\*\*\*\*\*  
**PROPOSAL**

To amend the City of Milwaukie Comprehensive Plan by adopting the Water Tower Park Master Plan as an ancillary document (Exhibit 2).

**RECOMMENDATION**

**That the City Council accept the Planning Commission recommendation and approve CPA 97-04, based on the findings contained in this staff report.**

**BACKGROUND**

Water Tower Park is an .96 acre neighborhood park located at the north-east corner of SE 40th Avenue and Harvey Street, within the Ardenwald Neighborhood District Association (NDA). The Lewelling NDA also abuts the site to the south. The site is surrounded on the north, east and west by single family residences. The park is currently developed with a small play area and an aging concrete walk way. The site is dominated by the City water tower which was constructed at this site in 1962. A concrete platform, (an identified a safety hazard), exists in the south-west corner of the site.

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The Water Tower Park Master Plan proposes the following enhancements:

- Creation of a new play structure that incorporates a tot-lot and an area for older children (elementary school ages):
- Creation of a basket ball area under the water tower:
- Installation of picnic tables and benches:
- Installation of a drinking fountain:
- Installation of bike racks:
- Construction of sidewalks on Harvey Street and 40th Avenue:
- Replacement and realignment of the existing on site walk way;
- Installation of an automatic sprinkler system:
- Planting of vegetation around the existing utility cabinet.
- Removal of five apple trees on the eastern border of the site and replacement of the trees with columnar maples (2.5 inch caliper):
- Demolition of the concrete structure at the south-west corner of the site:

The City of Milwaukie identified the water tower site for improvement in the 1996-97 fiscal year. The North Clackamas Park & Recreation District (NCPRD) worked with both the Ardenwald and the Lewelling Neighborhood District Associations in developing this plan which was approved for development by the Planning Commission on October 14, 1997 as CSO 97-06 (Exhibits 3 & 4). At that time the Planning Commission also recommended City Council adoption of the master plan document as an ancillary document to the City Comprehensive Plan. In making this decision, the Commission adopted the following findings:

## **FINDINGS**

### **1. Conformance with the Comprehensive Plan, its goals, policies, and spirit.**

The document proposed for adoption is consistent with the goals and policies of the Comprehensive Plan Chapter 4 - Recreational Needs Element - in that the document will serve to guide development which will provide for the recreational needs of City residents by maximizing the use of current public facilities. Specifically the proposed amendment is consistent with Objectives 3, 5, and 6 which call for intergovernmental cooperation; the provision of a system of neighborhood and community parks; and maximizing the use of existing parks.

Water Tower Park is classified as a Neighborhood Park which serves the recreational needs of the residents of the Ardenwald and Lewelling Neighborhoods. Improvements will be designed to accommodate the needs of a variety of residents from the very young to the elderly. Provisions have also be

made to meet the needs of the handicapped as well. Sidewalks will be provided around the site and there will be two ADA accessible picnic tables.

**2. Public need for the change.**

The current Comprehensive Plan does not contain a site plan for Water Tower Park. The adoption of the Water Tower Park Master Plan will provide specific direction for improvements to this public park.

**3. Public need is best satisfied by this particular change.**

The Water Tower Park Master Plan provides an innovative approach to providing active recreational use on a site encumbered by other public facilities.

**4. The change will not adversely affect the health, safety, and welfare of the community.**

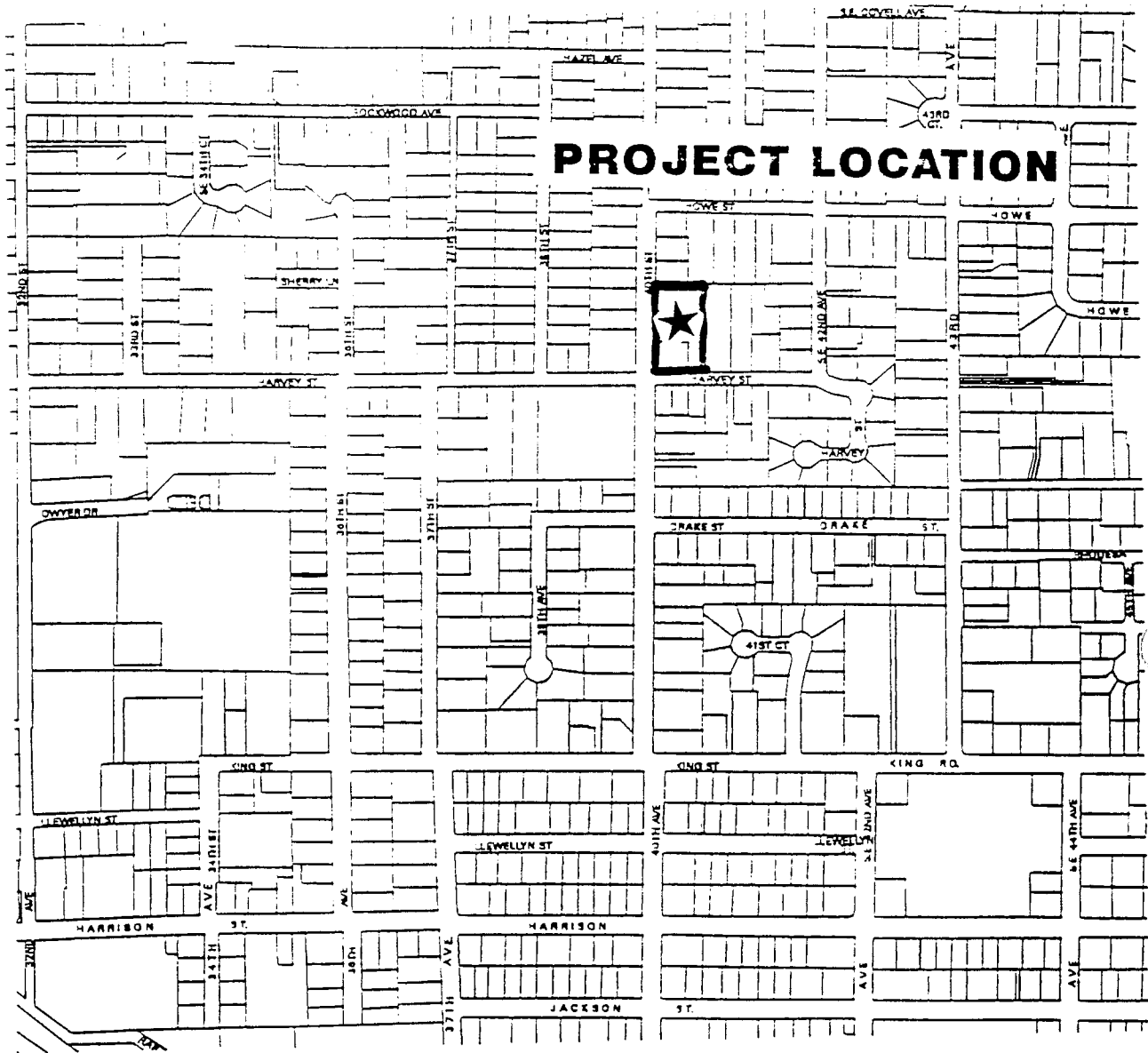
The Water Tower Park Master Plan will enhance the health, safety, and welfare of the community by providing park improvements which will be available for the use of residents of all ages.

**5. The change is in conformance with applicable Statewide Planning Goals.**

The Water Tower Park Master Plan is in conformance with State Planning Goals 5 (Open Spaces) and 11 (Public Facilities) - by planning for timely, orderly and efficient development of public facilities by enhancing the City's open space and existing parkland resources.

Exhibits:

1. Location Map
2. Water Tower Park Master Plan
3. Planning Commission Minutes of October 14, 1997 for CSO 97-06 and CPA 97-04
4. Planning Commission Staff Report for CSO 97-06 and CPA 97-04



**City of Milwaukee Community Development Department**

Title: Location Map Submitted by: Staff Date: 11.25.97 # Pages: 1  
 File Numbers: CPA 97-04 Applicant: City of Milwaukee Exhibit #: 1



# WATER TOWER PARK MASTER PLAN

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## A. Describe Proposal

At the request of the City of Milwaukie City Council, the North Clackamas Parks and Recreation District proposes to create a master plan for improvements to Water Tower Park. This request was made by the City of Milwaukie in the 1996-97 fiscal year due to the existing conditions at Water Tower Park.

### Existing Conditions:

The park in its existing condition has a concrete walk that extends north-south on the east end of the property, and north-south on a portion of the west end of the property. There is a small play area in the north-east corner of the park that is quite small, aging and substandard in terms of providing a quality recreation experience. A concrete platform exists in the south-west corner of the park. This platform rises approximately four feet from the ground and is a safety hazard. A survey which illustrates the existing conditions is attached to this application.

### Planning Process for Improvements to the park:

The master plan for Water Tower Park includes improvements to the existing amenities. In order to design improvements to the park, the Park District held three public meetings to gather citizen input. Our meetings were held in conjunction with the Ardenwald Neighborhood District Association (NDA). The Lewelling NDA was also invited to join in the planning sessions, as Water Tower Park is located on the border of these two neighborhoods.

The meetings were announced through the Ardenwald and Lewelling NDAs, flyers were sent to citizens who live in the area around the park, public notices were listed in the Clackamas Review and The Oregonian, and a sign was posted at the site listing meeting information.

The first meeting's intent was to gather information. The citizens were asked to provide input regarding the improvements they would like to see at the park. At the second and third public meetings, staff presented three designs for the citizens to comment on, ask questions, and make recommendations. Of the sketches shown, one was chosen as the recommended design for the improvements to the park. That sketch is attached with this application.

The following is an itemization of the improvements to be made at Water Tower Park. We anticipate that the improvements will cost approximately \$150,000.00.

## City of Milwaukie Community Development Department

Title: Master Plan Submitted by: NCPRD Date: 10/14/97 # Pages: 3  
File Numbers: CPA 97-04 Applicant: City of Milwaukie Exhibit #: 2



Proposed Improvements to Water Tower Park:

- Construction of sidewalks on Harvey St. and 40th St.
- Replacement and realignment of the existing walkway.
- Creation of a new play structure that incorporates a tot lot and an area for older children (elementary school ages).
- Creation of a basketball area under the water tower.
- Installation of a drinking fountain.
- Installation of an automatic irrigation system.
- Installation of bike racks.
- Installation of picnic tables and benches.
- Demolition of the concrete structure on the southwest corner of the site.
- Removal of five apple trees on the eastern border of the site and replacement of the trees with columnar maples (2.5 inch caliper).
- Planting of vegetation around existing utility cabinet.

Parking spaces will not be provided (and currently do not exist). This park falls within the "neighborhood park" category according to national standards. Because of its size, (less than an acre) it is a walk-to park primarily used by neighbors within a 1/4 to 1/2 mile radius. Neighborhood parks are intended to encourage walk-to use and are not designed to attract users from other parts of the city or parks district.

STREET

MAINTENANCE GARAGE

ASPHALT

BENCH

SWING

PLAY AREA

ROPER SPACE

ANIMALS

2 1/2" WALL

U

LAWN

NEW TREES

Columbia  
Maples 2 1/2 Cal

WALK

40TH

HOP SCOTCH

FOR

BASKETBALL

FOUR SQUARE

LAWN

PLANTS

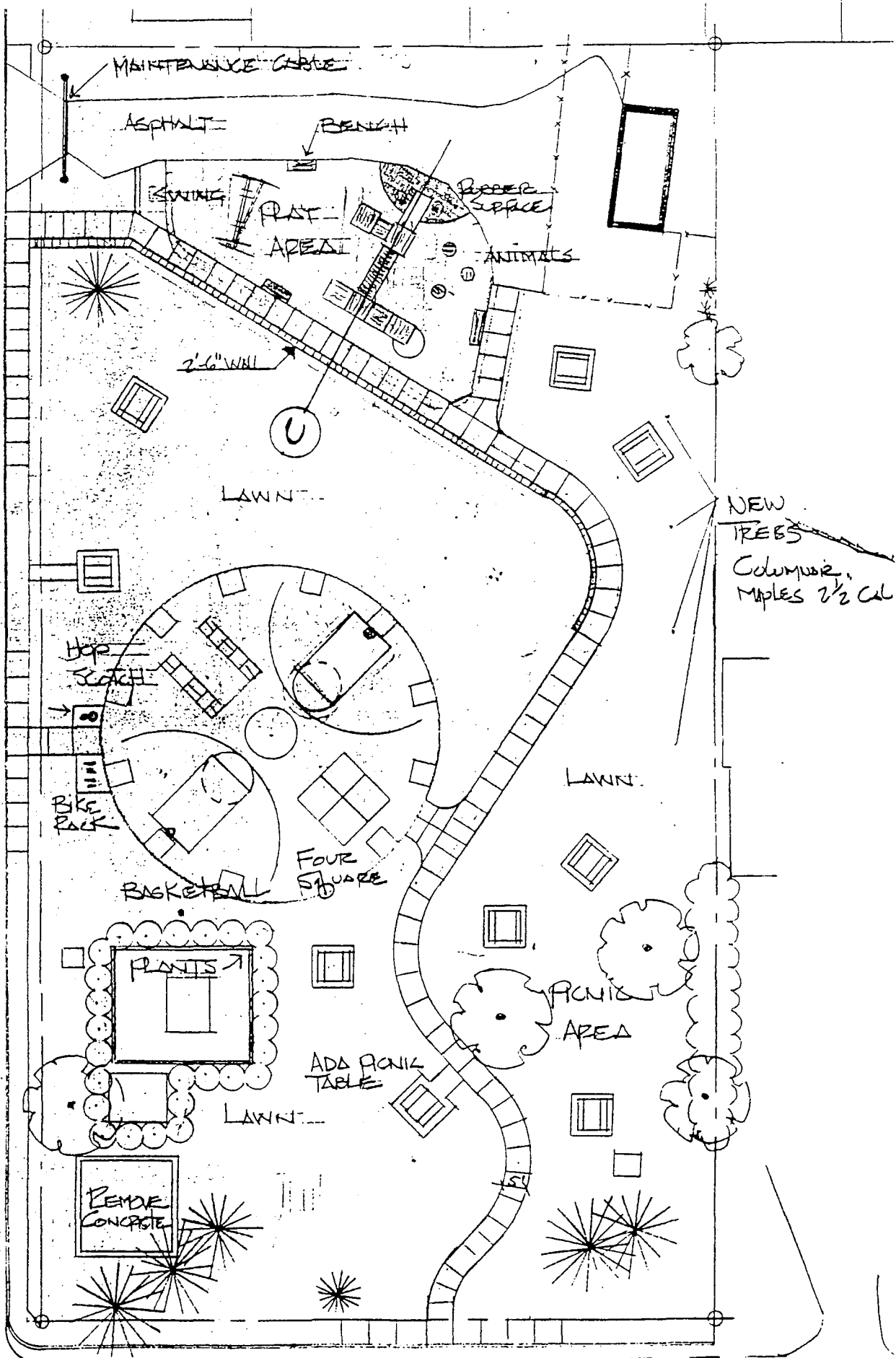
ADD PICNIC TABLE

PICNIC AREA

LAWN

REMOVE CONCRETE

S.E.



CITY OF MILWAUKIE PLANNING COMMISSION

Minutes of October 14, 1997

Page 10

**Pat Lent** asked for more information about what type of bicycle parking is proposed? **Susan Heiser** stated that whatever is provided will have to comply with the zoning codes.

**Charles Stoudt** asked if this is the place with radio towers? He voiced concern about an access road that was required for the radio towers and whether the landscaping for this road would be consistent with the Park District's landscaping. **Susan Heiser** stated that there is an agreement with the Parks and Recreation District to do the landscaping portion in compliance with the conditions of approval in the antenna application.

CORRESPONDENCE -- None.

APPLICANT PRESENTATION

Speaking: Dianne Campbell, North Clackamas Parks and Recreation District

The Water Tower Master Plan process began last March. There were three meetings; two of which were held in conjunction with Ardenwald and Lewelling Neighborhood Associations. Their input was incorporated and three concepts were created. The plan chosen by the citizens was shown to the Commissioners.

There are no sidewalks on Harvey or 40th. There are concrete blocks that extend to the water tower and down to the play area. The proposed improvements include:

- Replacement and realignment of the existing on-site walkway and demolition of the concrete structure at the south-west corner of the site
- Planting of vegetation around the existing utility cabinet
- Construction of sidewalks on Harvey Street to the water tower and back out to 40th Avenue (Skateboard and Roller-blade usage on sidewalks)
- Installation of picnic tables, bike racks, and benches
- Creation of a new play structure that incorporates a tot-lot and an area for older children (elementary school ages)
- Creation of a basketball area under the water tower
- Removal of apple trees on the eastern border of the site and replacement of the trees with columnar maples (2.5 inch caliper)
- Installation of underground irrigation and a drinking fountain

**Ms. Campbell** stated that there are two main reason for removal of the apple trees. One, it is a nuisance when there are apples everywhere, and two, apples attract bees. It is not good when you have bees swarming and there are children around.

QUESTIONS FROM THE COMMISSIONERS

**Pat Lent** asked if there would be restroom areas at the park? **Ms. Campbell** stated that this is a neighborhood park. It is designed for neighbors to walk to the park, stay for a while and go home. Chemical toilets will be provided June through August if the park is chosen as part of a parks program site.

**Pat Lent** asked if there will be restrictions for skateboarders and roller-bladers. **Ms. Campbell** said skateboarding and roller-blading is allowed.

**Pat Lent** asked for clarification on the type of bicycle racks that will be provided. **Ms. Campbell** stated that four racks are proposed, there can be as many as the Planning Commission wants. The type of rack will be dictated by compliance with the City's zoning codes.

**Pat Lent** asked if the apple trees were in good condition and if they could be replanted eisewhere? **Ms. Campbell** stated that the trees are very large and it would be difficult to replant them.

**Terry LaRocque** stated that he really liked the park design; he asked if this was a Thom Kaffun design? **Ms. Campbell** said yes.

**Tim Havel** stated that he also likes the design. He asked if the there had been consideration about putting pads around the center columns in the play area? **Ms. Campbell** stated that consideration has been given to putting padding around the diagonal arms and the columns to cushion any contact with them.

**Charles Stoudt** asked if there will be waste receptacles in the park? **Ms. Campbell** stated that waste receptacles will be provided.

**Bryan Cosgrove** asked what the average size is for a neighborhood park? **Ms. Campbell** stated that they are typically 1-5 acres. This one is on the smaller side.

**Pat Lent** asked if the new trees will be replaced in the same location of the removed trees? She quoted from Condition #1, "...These trees shall be replaced

**Bryan Cosgrove** stated that the applicant has met the criteria. He feels that every development project should require sidewalks. He is not in favor of eliminating sidewalks on one side of the street.

**Michael Smith** stated that he is in favor of the no-sidewalk in lieu of on-street parking alternative. He will be voting in favor.

**Bryan Cosgrove** moved to eliminate condition #10 from File Number S-97-01. **Tim Havel** seconded. MOTION FAILED 3-3. **Charles Stoudt**, **Michael Smith**, and **Terry LaRocque** were in opposition. Motion failed due to lack of majority.

**Bryan Cosgrove** moved to approve S-97-01 based on the findings in the Supplemental Staff Report and subject to the conditions contained in Exhibit 1. **Terry LaRocque** Seconded.

**Pat Lent** wanted on record that she approved of the subdivision because of the need for infill, but she is in opposition of this development design because of Condition #10.

MOTION CARRIED 5-1; Tim Havel was in opposition.



- 5.2 Applicant: North Clackamas Parks and Recreation District
- Property Owner: City of Milwaukie
- Location: SE 40th and Harvey Streets
- Proposal: Community Service Overlay and Comprehensive Plan Amendment for park facilities at Water Tower Park
- File Numbers: CSO-97-06 and CPA-97-04


**Chair Smith** opened the public hearing on File Number CSO-97-06 and CPA-97-04, an action to improve the existing park facilities at the Water Tower Park. The Application must be consistent with the City of Milwaukie Zoning Ordinance and Comprehensive Plan. The criteria to be addressed are found in Section 101.3, and 321.10 of the Zoning Ordinance.

**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; 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

**City of Milwaukie Community Development Department**

Title: Minutes 10/14 Submitted by: Staff Date: 11-25-97 # Pages: 5

File Numbers: CPA 97-04 Applicant: City of Milwaukie Exhibit #: 3



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**

**Susan Heiser** reviewed the Staff Report with the Commission. The Water Tower Park is an .96 acre neighborhood park located at the north-east corner of SE 40th Avenue and Harvey Street. It is in the Ardenwald Neighborhood District. The site is surrounded on the north, east, and west by single-family residences. The site is currently developed with a small play area and aging concrete walkway, and dominated by the City water tower. A concrete platform exists in the south-west corner of the site.

The Community Service Overlay zone provides for the review of various types of public and private facilities. The Staff Report outlines the Plan's compliance with the Zoning Code. In addition to the Community Service Overlay proposal, City staff is also requesting that the Planning Commission decide to amend the City's Comprehensive Plan by recommending adoption of the Water Tower Park Master Plan as an ancillary document.

The Ardenwald Neighborhood Association provided comments and recommend approval of this Application. The City Fire Marshall and City Engineer have reviewed the Application and have recommended approval.

The Park is also a well site. Because of this, there are use restrictions that must be maintained; water protection codes prohibit pets within 100 feet of the wells and require that no pesticides or herbicides be used at the site. These restrictions have been included as Condition #4.

Staff has found that the Water Tower Park Master Plan meets the criteria for Community Service Overlay and Comprehensive Plan Amendment approval.

**QUESTIONS FROM THE COMMISSIONERS**

**Tim Havel** asked that Staff review the exhibits for reference consistency within the report.

**Pat Lent** voiced concerned about the removal of trees on the site. She asked if the apple trees were being removed because of the maintenance involved with the fruit? **Susan Heiser** stated that the fruit from these trees cause a litter problem.

CITY OF MILWAUKIE PLANNING COMMISSION  
Minutes of October 14, 1997  
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with an equal number of new trees. (Columnar Maples - 2 1/2 inch caliper), which may be located elsewhere on the site..." **Ms Campbell** stated that the trees will be replaced as close to the same location as possible and will provide shade for the area.

TESTIMONY IN FAVOR -- None.

QUESTIONS OR COMMENTS -- None.

TESTIMONY IN OPPOSITION -- None.

ADDITIONAL COMMENTS FROM STAFF -- None.

QUESTIONS FOR CLARIFICATIONS -- None.

REBUTTAL TESTIMONY FROM APPLICANT -- None.

DELIBERATION AMONG COMMISSIONERS

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

**Tim Havel** suggested adding a Condition #7, "The Applicant shall investigate safety devices for the water tower columns; such devices may include padding, painting, or other features as necessary to meet City requirements."

It was suggested that Condition #1 be amended to eliminate the end of the second sentence; "...These trees shall be replaced with an equal number of new trees, (Columnar Maples - 2 1/2 inch caliper), ~~which may be located elsewhere on the site...~~"

**Tim Havel** moved to approve CSO-97-06 for the Water Tower Park Master Plan improvements based on the findings and subject to the amended conditions in the Staff Report. **Terry LaRocque** seconded. MOTION CARRIED 6-0.

**Bryan Cosgrove** moved to recommend to City Council for the adoption of the Water Tower Master Plan as an ancillary document to the Milwaukie Comprehensive Plan. **Tim Havel** seconded. MOTION CARRIED 6-0.

CITY OF MILWAUKIE  
COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT

Date: October 7, 1997  
File Nos.: CSO-97-06  
CPA 97-04

Application: Community Service Overlay and Comprehensive Plan  
Amendment - Water Tower Park Master Plan  
Applicant: North Clackamas Park and Recreation District  
Property Owner: City of Milwaukie  
Location: SE 40th and Harvey, Milwaukie  
Tax Lots: 12E25DA12600 & 12700 (Exhibit 1)

\*\*\*\*\*  
**PROPOSAL**


The North Clackamas Parks District is proposing to improve the existing park facilities at the Water Tower Park. Parks are allowed in any Zoning District with the approval of a Community Service Overlay (CSO) permit for the specific improvements. In addition to deciding on the CSO proposal, the Planning Commission must also make a recommendation to the City Council on amending the Comprehensive Plan by adopting the Water Tower Park Master Plan as an ancillary document (Exhibit 2).

**RECOMMENDATION**

**That the Planning Commission: 1) approve the CSO for the Water Tower Park Master Plan improvements; and, 2) make recommendation to the City Council for the adoption of the water Tower Park Master Plan as an Ancillary Document to the Milwaukie Comprehensive Plan.**

**BACKGROUND**

Water Tower Park is an .96 acre neighborhood park located at the north-east corner of SE 40th Avenue and Harvey Street, within the Ardenwald Neighborhood District. The site is surrounded on the north, east and west by single family residences. The park is currently developed with a small play area and an aging concrete walk way. The site is dominated

**City of Milwaukie Community Development Department**  
Title: Staff Report Submitted by: Staff Date: 11.25.97 # Pages: 23  
File Numbers: CPA 97-04 Applicant: City of Milwaukie Exhibit #: 4 

by the City water tower which was constructed at this site in 1962. A concrete platform. (an identified a safety hazard), exists in the south-west corner of the site.

The Water Tower Park Master Plan proposes the following enhancements:

- Creation of a new play structure that incorporates a tot-lot and an area for older children (elementary school ages);
- Creation of a basket ball area under the water tower;
- Installation of picnic tables and benches;
- Installation of a drinking fountain;
- Installation of bike racks;
- Construction of sidewalks on Harvey Street and 40th Avenue;
- Replacement and realignment of the existing on site walk way;
- Installation of an automatic sprinkler system;
- Planting of vegetation around the existing utility cabinet.
- Removal of five apple trees on the eastern border of the site and replacement of the trees with columnar maples (2.5 inch caliper);
- Demolition of the concrete structure at the south-west corner of the site;

## DISCUSSION

The Community Service Overlay (CSO) zone provides for the review of various types of public and private facilities. The Planning Commission has final decision-making authority after a public hearing per the minor quasi-judicial public review procedures, (Zoning Code Sub-section 1011.3). An application may be approved if:

1. The requirements of the underlying zone are met; and,
2. The specific standards for the proposed use are met (Section 321.10).

In permitting a community service use, the Planning Commission may impose suitable conditions which assure compatibility of the use with other uses in the vicinity. Section 321.10 sets standards for miscellaneous uses in the Community Service Overlay. The applicant submitted background materials and findings in support of the application (Exhibit 3).

In addition to the Community Service Overlay proposal, City staff is also requesting that the Planning Commission decide to amend the City's Comprehensive Plan by adopting the Water Tower Park Master Plan as an ancillary document. Comprehensive Plan Amendments are legislative actions which require review by the Planning Commission and recommendation to the City Council for final approval (Zoning Ordinance Sub-

section 1011.5). All Comprehensive Plan Amendments are subject to the criteria found in Chapter 2 ( Plan Review and Amendment Process), of the Comprehensive Plan. Staff's review for compliance with the necessary finding is provided below:

**Compliance with the Comprehensive Plan**

The site is designated Public (P) on the Comprehensive Plan Map. The following Comprehensive Plan polices apply to this proposal:

- 1. **Recreational Needs Element, Goal: To provide for the recreational needs of present and future City residents by maximizing the use of existing public facilities.**

The applicant is improving an existing facility to better meet the needs of local residents. The City of Milwaukie identified this as a site for improvement in the 1996-97 fiscal year. The applicant worked extensively with the neighbors to develop the master plan for the park.

- 2. **Recreational Needs Element, Objective 1 and 2: Park Classification and Parks and Recreation Master Plan.**

Water Tower Park is classified as a Neighborhood Park, serving the Ardenwald and Lewelling areas. The park is located within a mile of Ardenwald and Lewelling Elementary schools. The park is about an acre.

The City of Milwaukie developed a guide for parks planning within the City in 1990. The proposed master plan is consistent with the City-wide plan. The NCPRD uses this as a guide to acquire and develop parks in Milwaukie. Neighborhood groups, local residents and the City Parks and Recreation Board all participated in the development of this plan.

- 3. **Recreational Needs Element, Objective 3, 5, and 6, Intergovernmental Cooperation and Neighborhood, Community Parks and Maximizing Use of Existing Parks.**

The North Clackamas Parks and Recreation District (NCPRD) and the City have a partnership to provide parks and recreation services for the City of Milwaukie. The City owns the parks and the NCPRD operates and maintains the parks.

Water Tower Park serves the needs of the residents of the Ardenwald and the Linwood neighborhoods. The proposed structures on the site will be designed to accommodate the needs of neighborhood residents of all ages. The tot lot play

structures will be upgraded, walking paths and picnic areas will be improved, hard surfaces for hop-scotch, four square and basket ball will be provided under the water tower. These improvements are not designed to increase the usage of the park, but to enhance the site for the current users.

The proposed neighborhood park master plan CSO is consistent with the Milwaukee Comprehensive Plan.

**Compliance with the Zoning Criteria**

Water Tower Park is located within the R-7 Zoning District. A Neighborhood Park is permitted in the R-7 District with Community Service Overlay approval. The proposal meets all the R-7 development standards as described below:

	R-7 Requirement	Existing	Proposed
Lot size	7,000 sq. ft.	.96 acres	No change
Setbacks -			
Front yard	20 ft.	65 ft	No change
Rear yard	20 ft.	15 ft.*	No change
Side yard	5 ft.	7 ft.	No change
Side yard-40th	20 ft.	13 ft. *	No change
Height	50 ft.	100+ ft. **	No change
Lot coverage	30 % max.	12 %	12.5%
Min. Vegetation	30 % min.	72 %	67 %
Parking	0	0	No change

\* Existing non-conforming setbacks.

\*\* A variance has been approved for the water tower.

The proposal also complies with the specific findings for public institutional uses (Section 321.10):

**A. Utilities, Streets or other improvements necessary for the facility shall be provided by the agency constructing the use.**

Existing utilities are underground, and no new utilities are proposed.

**B. When located in or adjacent to an existing residential zone, access should be located on a collector street.**

The proposal is for improvements to an existing park located on a local street which does not have access to a collector. The park master plan should not increase the vehicle trips to the site because the park and its facilities are designed for neighborhood use only.

- C. **When located in a residential zone, lot area shall be sufficient to allow required setbacks that are equal to a minimum of two thirds of the height of the principle structure.**

New play equipment will be located away from adjacent properties by at least 2/3 of the play equipment height.

- D. **The height limitation of the zone may be exceeded to a maximum height of 50 feet provided sub-section 321.10C is met.**

No new structures are proposed to exceed 50 feet in height. The play structure would be approximately 8 feet in height and would be the tallest new structure on the site. The existing water tower is currently over 100 feet in height. Variance approval has been granted for this structure.

- E. **Noise generating equipment shall be sound buffered when adjacent to residential areas.**

There will be no new mechanical equipment at the park. Existing water tower equipment has been reviewed as part of a previous application.

- F. **Lighting shall be designed to avoid glare on adjacent residential uses and public streets.**

No lighting is proposed at the park.

- G. **When possible, hours and levels of operation shall be adjusted to make the use compatible with adjacent uses.**

The hours of operation will not change from the existing hours of one half hour after sunrise and one half hour after sunset.

**Compliance with Comprehensive Plan Amendment Findings**

Comprehensive Plan Chapter 2, Policy 7 of Objective 1 requires all Plan amendments to be evaluated based on the following criteria:

1. **Conformance with the Comprehensive Plan, its goals, policies, and spirit.**

The document proposed for adoption is consistent with the goals and policies of the Comprehensive Plan Chapter 4 - Recreational Needs Element - in that the document will serve to guide development which will provide for the recreational needs of City residents by maximizing the use of current public facilities. Specifically the proposed amendment is consistent with Objectives 3, 5, and 6 which call for intergovernmental cooperation; the provision of a system of neighborhood and community parks; and maximizing the use of existing parks.

Water Tower Park is classified as a Neighborhood Park which serves the recreational needs of the residents of the Ardenwald and Lewelling Neighborhoods. Improvements will be designed to accommodate the needs of a variety of residents, from the very young to the elderly. Provisions have also been made to serve the needs of the handicapped as well. Sidewalks will be provided around the site and there will be two ADA accessible picnic tables.

2. **Public need for the change.**

The current Comprehensive Plan does not contain a site plan for Water Tower Park. The adoption of the Water Tower Park Master Plan will provide specific direction for improvements to this public park.

3. **Public need is best satisfied by this particular change.**

The Water Tower Park Master Plan provides an innovative approach to providing active recreational use on a site encumbered by other public facilities.

4. **The change will not adversely affect the health, safety, and welfare of the community.**

The Water Tower Park Master Plan will enhance the health, safety, and welfare of the community by providing park improvements which will be available for the use of residents of all ages.

5. **The change is in conformance with applicable Statewide Planning Goals.**

The Water Tower Park Master Plan is in conformance with State Planning Goals 5 (Open Spaces) and 11 (Public Facilities) - by planning for timely, orderly and efficient development of public facilities by enhancing the City's open space and existing parkland resources.

**Neighborhood Association Comment**

The Ardenwald Neighborhood District Association Land Use Committee was involved in the development of this plan. They recommend approval (Exhibit 4).

**Public Works and Fire Department Comment**

Both the City fire Marshal and the City Engineer recommend approval of the proposed park design. Both departments recommend conditions of approval which are included in Exhibit 1 of this report. Because this park is also a well site, there are use restrictions that must be maintained. Water protection codes require that pets be prohibited within 100 feet of the wells and that no pesticides or herbicides be used at the site. These restrictions have been included as condition of approval No. 4.

**CONCLUSION**

The above findings demonstrate that the Water Tower Park Master Plan, meets the criteria for CSO and Comprehensive Plan Amendment approval. Staff suggests that the Planning Commission: 1) approve Community Service Overlay CSO 97-06 based on the findings listed below and the conditions of approval in Exhibit 1; and, 2) accept the findings listed below for Comprehensive Plan Amendment CPA 97-04, and make recommendation to the City Council for adoption of the Water Tower Park Master Plan as an Ancillary document to the Comprehensive Plan.

**FINDINGS FOR COMMUNITY SERVICE OVERLAY CSO 97-06**

1. The applicant is proposing improvements to an existing neighborhood park which includes:
  - \* A new play structure with tot-lot and an area for older children;
  - \* A basket ball area under the water tower;
  - \* Picnic tables and benches;
  - \* A drinking fountain;
  - \* Bike racks;
  - \* Sidewalks around and through the site;
  - \* New landscaping and an automatic sprinkler system;
  - \* Removal of five apple trees on the eastern border of the site and replacement of the trees with columnar maples (2.5 inch caliper);
  - \* Demolition of the concrete structure at the south-west corner of the site;
  
2. The proposed Community Service Overlay is consistent with Comprehensive Plan

guidelines and objectives and complies with the Zoning Ordinance as detailed in the staff report.

3. The applicant met with the Ardenwald Neighborhood District Association, local residents, the Milwaukie Parks and Recreation Board, the Milwaukie City council and received support from each of these groups.

## FINDINGS FOR COMPREHENSIVE PLAN AMENDMENT CPA 97-04

### 1. **Conformance with the Comprehensive Plan, its goals, policies, and spirit.**

The document proposed for adoption is consistent with the goals and policies of the Comprehensive Plan Chapter 4 - Recreational Needs Element - in that the document will serve to guide development which will provide for the recreational needs of City residents by maximizing the use of current public facilities. Specifically the proposed amendment is consistent with Objectives 3, 5, and 6 which call for intergovernmental cooperation; the provision of a system of neighborhood and community parks; and maximizing the use of existing parks.

Water Tower Park is classified as a Neighborhood Park which serves the recreational needs of the residents of the Ardenwald and Lewelling Neighborhoods. Improvements will be designed to accommodate the needs of a variety of residents from the very young to the elderly. Provisions have also be made to meet the needs of the handicapped as well. Sidewalks will be provided around the site and there will be two ADA accessible picnic tables.

### 2. **Public need for the change.**

The current Comprehensive Plan does not contain a site plan for Water Tower Park. The adoption of the Water Tower Park Master Plan will provide specific direction for improvements to this public park.

### 3. **Public need is best satisfied by this particular change.**

The Water Tower Park Master Plan provides an innovative approach to providing active recreational use on a site encumbered by other public facilities.

### 4. **The change will not adversely affect the health, safety, and welfare of the community.**

The Water Tower Park Master Plan will enhance the health, safety, and welfare of the community by providing park improvements which will be available for the use of residents of all ages.

5. **The change is in conformance with applicable Statewide Planning Goals.**

The Water Tower Park Master Plan is in conformance with State Planning Goals 5 (Open Spaces) and 11 (Public Facilities) - by planning for timely, orderly and efficient development of public facilities by enhancing the City's open space and existing parkland resources.


Exhibits:

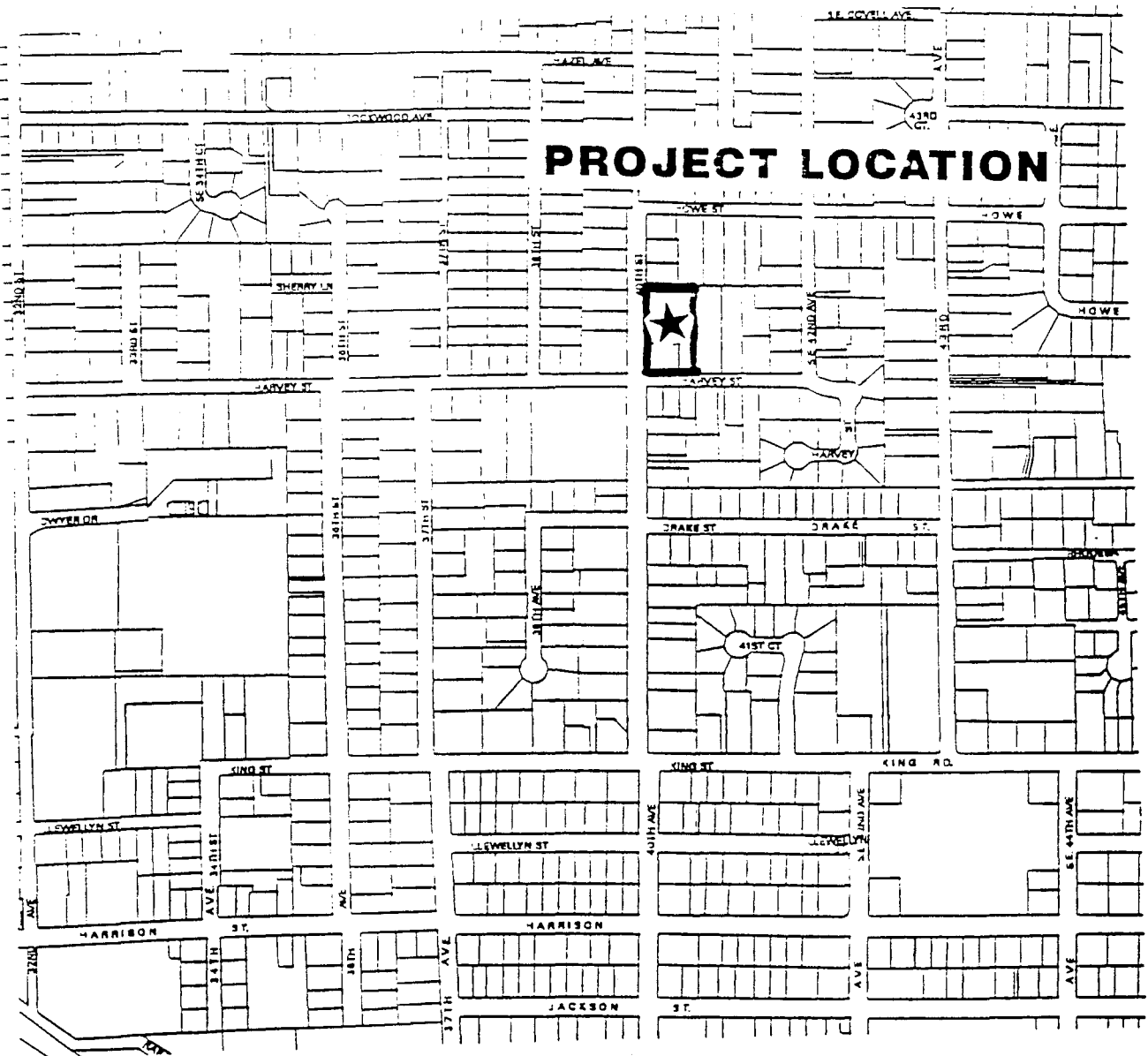
1. CSO 97-06 Recommended Conditions of Approval
2. Location Map
3. Water Tower Park Master Plan
4. Applicant's Supporting Statements for CSO Approval
5. Comments from the Ardenwald Neighborhood District Land Use Committee
6. Comments from the Civil Engineer
7. Comments from the Deputy Fire Marshall

# EXHIBIT 1

## CONDITIONS OF APPROVAL

1. The only trees to be removed as part of this development shall be the five apple trees noted as part of this application. These trees shall be replaced with an equal number of new trees. (Columnar Maples - 2 1/2 inch caliper), which may be located elsewhere on the site. The applicant shall also provide a vegetative screen around the pump house. A landscape plan which identifies the size, type and location of all new landscape materials and addresses site irrigation, shall be submitted to the Community development department for review and approval prior to issuance of a building permit.
2. The applicant shall install a minimum of two bicycle parking spaces in accordance with the standards and specifications of Zoning Code Section 505. Given the recreational nature of the site at least four bicycle spaces should be provided.
3. The shall applicant apply for and obtain a demolition permit to remove the concrete pad in the southwest corner of the site. The applicant shall also obtain a building permit to install the play structures and a plumbing permit to install the irrigation system.
4. The applicant shall comply with the 100 foot exclusions zone requirements for well water protection. This requires that no pesticides or herbicides be used at the site and that "NO PETS ALLOWED" signs posted at the site.
5. The applicant shall provide details for the attachment of basketball hoops onto the existing structure to the Public Works Department for review and approval.
6. The applicant shall submit a complete set of engineered plans for proposed sidewalk and other improvements. A right-of-way permit must be obtained for all work performed within the public right-of-way.

<b>City of Milwaukie Community Development Department</b>				
Title: <u>Conditions</u>	Submitted by: <u>Staff</u>	Date: <u>10/14/97</u>	# Pages: <u>1</u>	
File Numbers: <u>CPA-97-04 / CSC-9706</u>	Applicant: <u>No. Clack. Parks &amp; Rec. Dist.</u>	Exhibit #: <u>1</u>		




# PROJECT LOCATION



**City of Milwaukie Community Development Department**

Title: Location Map Submitted by: Staff Date: 10/14/97 # Pages: 1

File Numbers: EPA-9704/CSS-9706 Applicant: No. Clockman Park & Rec. Exhibit #: 2



# WATER TOWER PARK MASTER PLAN

## A. Describe Proposal

At the request of the City of Milwaukie City Council, the North Clackamas Parks and Recreation District proposes to create a master plan for improvements to Water Tower Park. This request was made by the City of Milwaukie in the 1996-97 fiscal year due to the existing conditions at Water Tower Park.

### Existing Conditions:

The park in its existing condition has a concrete walk that extends north-south on the east end of the property, and north-south on a portion of the west end of the property. There is a small play area in the north-east corner of the park that is quite small, aging and substandard in terms of providing a quality recreation experience. A concrete platform exists in the south-west corner of the park. This platform rises approximately four feet from the ground and is a safety hazard. A survey which illustrates the existing conditions is attached to this application.

### Planning Process for Improvements to the park:

The master plan for Water Tower Park includes improvements to the existing amenities. In order to design improvements to the park, the Park District held three public meetings to gather citizen input. Our meetings were held in conjunction with the Ardenwald Neighborhood District Association (NDA). The Lewelling NDA was also invited to join in the planning sessions, as Water Tower Park is located on the border of these two neighborhoods.

The meetings were announced through the Ardenwald and Lewelling NDAs, flyers were sent to citizens who live in the area around the park, public notices were listed in the Clackamas Review and The Oregonian, and a sign was posted at the site listing meeting information.

The first meeting's intent was to gather information. The citizens were asked to provide input regarding the improvements they would like to see at the park. At the second and third public meetings, staff presented three designs for the citizens to comment on, ask questions, and make recommendations. Of the sketches shown, one was chosen as the recommended design for the improvements to the park. That sketch is attached with this application.

The following is an itemization of the improvements to be made at Water Tower Park. We anticipate that the improvements will cost approximately \$150,000.00.

## City of Milwaukie Community Development Department

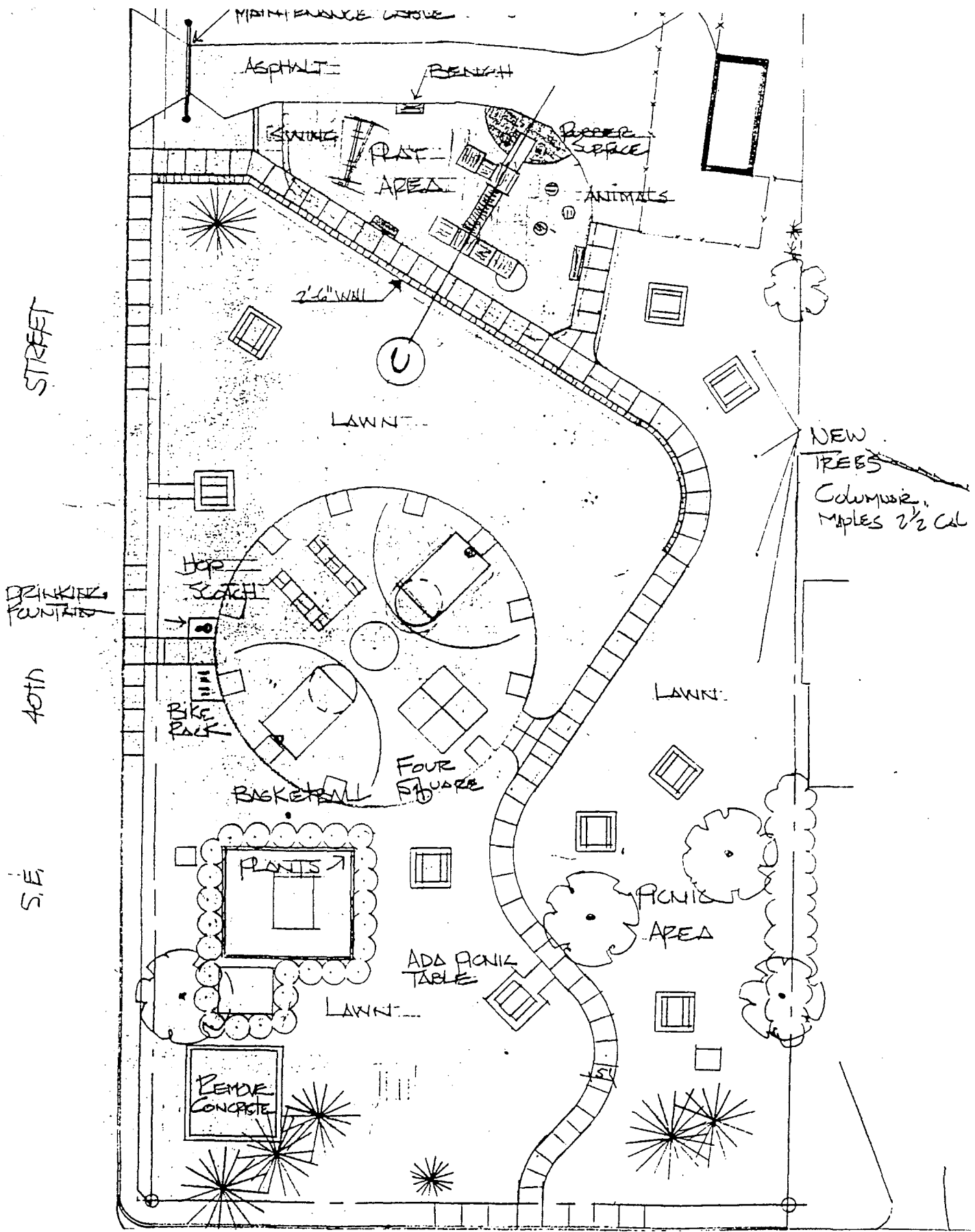
Title: Master Plan Submitted by: Applicant Date: 10/14/97 # Pages: 3  
File Numbers: CPA 97-04 / CSO 97-06 Applicant: N. Clackamas Park & Rec. Exhibit #: 3



Proposed Improvements to Water Tower Park:

- Construction of sidewalks on Harvey St. and 40th St.
- Replacement and realignment of the existing walkway.
- Creation of a new play structure that incorporates a tot lot and an area for older children (elementary school ages).
- Creation of a basketball area under the water tower.
- Installation of a drinking fountain.
- Installation of an automatic irrigation system.
- Installation of bike racks.
- Installation of picnic tables and benches.
- Demolition of the concrete structure on the southwest corner of the site.
- Removal of five apple trees on the eastern border of the site and replacement of the trees with columnar maples (2.5 inch caliper).
- Planting of vegetation around existing utility cabinet.

Parking spaces will not be provided (and currently do not exist). This park falls within the "neighborhood park" category according to national standards. Because of its size, (less than an acre) it is a walk-to park primarily used by neighbors within a 1/4 to 1/2 mile radius. Neighborhood parks are intended to encourage walk-to use and are not designed to attract users from other parts of the city or parks district.



City of Milwaukee Community Development Department

Title: \_\_\_\_\_ Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_ # Pages: **3**

File Numbers: \_\_\_\_\_ Applicant: \_\_\_\_\_ Exhibit #: \_\_\_\_\_



B. Address Approval Criteria

- Comprehensive Plan Goals and Policies:

*Recreational Needs Element*

*Goal Statement: To provide for the recreational needs of present and future City residents by maximizing the use of existing public facilities, encouraging the development of private recreational facilities, and preserving the opportunity for future public recreational use of vacant private lands.*

The North Clackamas Parks and Recreation District is providing for the needs of the present and future City residents by maximizing the use of the existing Water Tower Park. The park was identified by the Milwaukie City Council as a site to master plan in the 1996-97 fiscal year. Through meetings with the Ardenwald Neighborhood District Association and the neighbors who have an interest in Water Tower Park, a master plan was developed to maximize the existing features of the park. The existing play structure will be upgraded, an existing walking path will be improved and expanded, and the area under the water tower will be utilized for recreation.

**Objective #1 - Park Classifications**

Water Tower Park is classified as a Neighborhood Park and is located in the Ardenwald neighborhood and also serves a portion of the Lewelling neighborhood. The park is located within a mile of Ardenwald and Lewelling Elementary schools and provides short duration activities (play, leisure time, and walking). The size of Water Tower Park is .96 acre.

**Objective #2 - Parks and Recreation Master Plan**

1. A parks and recreation master plan was created in 1990 for each sub-area in the City of Milwaukie. The Parks and Recreation District uses the master plan as a guide to acquire and develop parks in the City of Milwaukie.

2. Not applicable.

3. Neighborhood groups have the opportunity to evaluate the adequacy of the recreational facility (Water Tower Park) as a part of the total evaluation of neighborhood needs and priorities. The Milwaukie City Council identified Water Tower Park as a site to master plan in the 1996-97 fiscal year. The Ardenwald Neighborhood District Association, the Lewelling Neighborhood District Association, the Parks and Recreation Board, and local neighbors have been given the opportunity through public master planning meetings to offer their suggestions and concerns regarding the master plan of Water

**City of Milwaukie Community Development Department**

Title: Applicant's Findings Submitted by: Applicant Date: 10/14/97 # Pages: 5  
File Numbers: CPA 97-04 P50-97-06 Applicant: No. Clackamas Park & Rec. Exhibit #: 4



Tower Park. These groups played a vital role in creating the master plan. A work session was also held with the Milwaukie City Council to receive their input as well.

4. Not applicable.

*Objective #3 - Intergovernmental Cooperation*

The North Clackamas Parks and Recreation District and the City of Milwaukie are two governmental agencies that have formed a partnership towards providing parks and recreation for the City of Milwaukie. The City of Milwaukie owns the existing parks in the City and the Parks District operates and maintains these parks.

*Objective #4 - Private Recreation Opportunities*

Not applicable.

*Objective #5 - Neighborhood and Community Parks*

1. Water Tower Park is located at the corner of SE 40th St. and SE Harvey St.

2. Water Tower Park will serve the recreational needs of the residents of the Ardenwald and Lewelling neighborhoods. Water Tower Park will not contain large, highly structured facilities that will attract users from outside the neighborhood. The structures on the site will be designed to accommodate the needs of the neighborhood. Walking paths, play structures, and a basketball area were requested by the neighbors to provide a place for their children to play.

3. Not applicable.

4. Not applicable.

*Objective #6 - Maximization of Existing Parks*

Improvements to Water Tower Park will maximize the existing use of the facility by upgrading the existing play structure and paths and by creating a use of the water tower by providing basketball underneath the structure. The park will be designed consistent with its natural features and carrying capacity. The design of the park is intended to upgrade what is already existing and to utilize the space beneath the water tower. These upgrades are not intended to increase usage of the park, but to satisfy the needs of the current users.

-Policy #1. The master plan of Water Tower Park will improve access to the park by constructing a continuous walkway from one end of the site to another.

*Objective #7 - Riverfront Recreation*  
Not applicable.

Neighborhood Element:  
*Neighborhood Area 5*

*Guidelines #1 - #4 - Not applicable.*

*Guideline #5 - Recreation*

The North Clackamas Parks and Recreation District is providing increased recreational opportunities by implementing the recommendation of the Milwaukie City Council to master plan Water Tower Park in the 1996-97 fiscal year.

*Guideline #6, #7 - Not applicable.*

City Growth Element:

*Objective #7 - Extension of Services*

*To enable the City to maintain and extend adequate service levels as city growth occurs.*

*The City will participate and cooperate with the County and affected service districts in planning for and providing the delivery of the full range of urban services.*

The North Clackamas Parks and Recreation District operates and maintains the City of Milwaukie parks. The Milwaukie City Council serves as a Neighborhood Parks Advisory Board for the Parks District. A member of the Milwaukie City Council serves on the North Clackamas Parks and Recreation District's Advisory Board. The North Clackamas Parks and Recreation District staff attends the Milwaukie Parks and Recreation Board's monthly meeting in order to ensure cooperation and continual communication regarding parks needs in the City of Milwaukie.

• Zoning Ordinance Sections

1. *Section 302 - Residential Zone R-7*

*302.1 Outright uses permitted*

Water Tower Park is a community use permitted through the Community Service Overlay process.

*302.2 Conditional use permitted*

Not applicable.

*302.3. Standards*

*A. Lot size:* .96 acre (42,103 square feet).

*B. Front yard:* (west side of site) No structure is located within 20 feet of property line.

*C. Side yard:* (north and south sides of site) This site is a corner lot. No structure is located within five or ten feet on the north side yard. (Play structure will be located at approximately thirty feet from the property line.) The side yard abutting the street has no structures within twenty feet of the street.

*D. Rear yard:* (east side of site) No structure is located within 20 feet of the property line.

*E. Yard abutting major street:* Not applicable.

*F. Off-street parking and loading:* no off-street parking will be provided as this is a neighborhood park that is intended to be walked to by the neighborhood.

*G. Height restriction:* play structure (not a building) will not exceed 2.5 stories or 35 feet, whichever is less.

*H. Lot coverage:* play structure will not cover more than 30 percent of the total area of the lot.

*I. Minimum vegetation:* This site is a park and a prominent feature of the park will be vegetation. (At least 30 percent of the site will be vegetation.)

*J. Access requirement:* This lot abuts two public streets.

2. *Section 321.4 - Authority to grant or deny a community service use*

*A.1 The requirements of the underlying zone are met*

See section 302 above.

*A.2 Specific standards for the uses found in subsections 321.7-231.10 are met*

*321.7 Specific standards for schools*

*A-J* Not applicable.

*321.8 Specific standards for nursing or convalescent homes*

*A-J* Not applicable.

*321.9 Specific standards for churches, convent, related facility*

*A-E* Not applicable.

*321.10 Specific standards for institutions: public/private and other facilities not covered by other standards*

*A.* Not applicable.

*B.* Access is to a local residential street. This is an existing park. We are not creating any more trips to the park than what already exists.

*C.* Not applicable.

*D.* Not applicable.

*E.* Not applicable.

*F.* There is no lighting proposed at this park.

*G.* The hours of operation will be one half hour after sunrise and one half hour after sunset.

*A3. The hours and levels of operation of the proposed use can be adjusted to be reasonable compatible with surrounding uses. For solid waste facilities, this shall mean:*

*a. - h.* Not applicable.

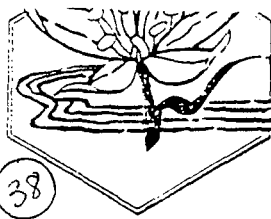
# Neighborhood Land Use Referral

<b>Date routed:</b> 7/31/97	<b>Tentative Planning Commission hearing date:</b> 10/14/97	<b>Comments due by:</b> 8/15/97
<b>Application type:</b> Community Service Overlay and Comprehensive Plan Amendment		<b>File #(s):</b> CSO-97-06/CPA-97-04
<b>Procedure type:</b> Minor Quasi-Judicial		
<b>Applicable City policies and criteria:</b>		
Comprehensive Plan:	Chapters 1, 2, 4 (Recreation)	
Zoning Ordinance:	Sections 321, 302	
Sign Ordinance:	N/A	
Subdivision Ordinance:	N/A	
<b>Applicant:</b> North Clack. Parks & Rec. Dist. <b>Address:</b> 11022 SE 37th Ave Milwaukie OR 97222 <b>Phone:</b> 794-8002	<b>Proposal location:</b> SE 40th & Harvey <b>Reference parcel #:</b> 1 2E 25DA 12600/12700 <b>Zoning:</b> R-7 <b>Proposal:</b> Community service overlay for park facilities at Water Tower Park.	

**Comments: (attach separate sheet if necessary)**

Ardenwald Land Use and Ardenwald Neighbors Association are in favor of this park - We helped pick out the design. Please thank the City of Milwaukie + Parks + Recreation. In some small way we hope this will provide some area for the kids to play, skateboard, soccerball, neighbors meeting neighbors.

Sharon Van Horn  
Land Use Chair  
Ardenwald/Johnson Creek N.A.



**NORTH  
CLACKAMAS**  
PARKS & RECREATION  
DISTRICT

38

July 1, 1997

Ardenwald Neighborhood District Association  
Land Use Committee  
Ms. Sharon Van Horn  
3011 SE Balfour  
Milwaukie, OR 97222

Dear Sharon:

At the May 13, 1997, Ardenwald NDA meeting, the final schematic design for Water Tower Park was presented to the association and citizens who live near the park.

The design is intended to enhance the existing facility by including an updated play structure that incorporates a tot lot and an area for older children (elementary school ages), a path system extending north-south with terminus points on SE 40th St. and SE Harvey St. The area underneath the water tower would encourage skateboarding and rollerblading, and would include basketball hoops. The design also includes picnic tables and benches and the removal of four apple trees on the eastern border of the park. (The trees bear fruit and as a result, attract bees and pose a maintenance problem.)

The citizens who attended this meeting approved the schematic design. They were informed that if agency approval necessitates significant changes to the design, that these changes will be brought before the citizens for their approval.

The North Clackamas Parks and Recreation District is seeking the Ardenwald NDA Land Use Committee's approval of the schematic design presented at the May 13, 1997, meeting. Signing below will indicate the Land Use Committee's approval of the final design.

Sincerely,

*Diane Kean Campbell*

Diane Kean Campbell  
Project Manager

COMMENTS:

SIGNATURES:

*Sharon Van Horn, Chair*  
*Ardenwald - Johnson Creek*  
*Neighborhood Association*

C:\planning\water-to\ndapprvl.doc

**City of Milwaukie Community Development Department**

Title: \_\_\_\_\_ Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_ # Pages: \_\_\_\_\_  
File Numbers: \_\_\_\_\_ Applicant: \_\_\_\_\_ Exhibit #: \_\_\_\_\_



40

# NORTH CLACKAMAS FIRE PREVENTION OFFICE

"SERVING CLACKAMAS CO F.D. #1, CITY OF MILWAUKIE & OAK LODGE FIRE DISTRICT"  
11300 SE FULLER RD  
Milwaukie, Oregon 97222

Business 655-8537      FAX 655-8880      Voice Mail 655-8537

TO: Susan Heiser, Senior Planner (Milwaukie Community Development)  
FROM: Deputy Fire Marshal Mace Childs  
SUBJECT: CSO-97-06/CPA-97-04 - Community service overlay for park facilities improvements at Water Tower Park  
DATE: August 14, 1997

After careful review the North Clackamas Fire Prevention Office wishes to report that the proposal for improvements at Water Tower Park is not in conflict with the Uniform Fire Code adopted by the City of Milwaukie.

Existing access and firefighting water supply for the site appears to be adequate without improvement.

Please contact me at 655-8537 with any questions or comments.

Sincerely,



Mace Childs, Deputy Fire Marshal

## City of Milwaukie Community Development Department

Title: Fire Marshall Memo Submitted by: Staff Date: 8/14/97 # Pages: 1  
File Numbers: CPA-97-04 / CSO-97-06 Applicant: No. Clackamas Parks & Rec. Exhibit #: 7



MEMORANDUM

TO: COMMUNITY DEVELOPMENT

FROM: Paul H. Roeger *PHR*  
Civil Engineer

RE: CSO-97-06/CPA-97-04  
40th and Harvey  
Water Tower Park


DATE: August 8, 1997

Improvements proposed for Water Tower Park will not dramatically affect the public facilities the City now has on the property. Details must be provided to Engineering and Water Operations on any attachments to the existing structure to be sure no damage will occur.

Engineering and Water Operations must also review the proposed drinking fountain connection.

The existing asphalt driveway to the well house in the northeast corner of the property has existing drainage facilities.

Public Works must be provided with a complete set of engineered drawings for the proposed improvements. A right-of-way permit will be required for all work performed within the public right-of-way.

<b>City of Milwaukie Community Development Department</b>				
Title: <u>PW Comments</u>	Submitted by: <u>Staff</u>	Date: <u>10/14/97</u>	# Pages: <u>1</u>	
File Numbers: <u>CPA-97-04 / CSO-97-06</u>		Applicant: <u>No. Clackamas Parks &amp; Rec.</u>	Exhibit #: <u>6</u>	

## **Bartlett, Dan**

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**From:** Collier, Brent  
**To:** Brink, Jim  
**Cc:** Bartlett, Dan; Marthaller, Terrence  
**Subject:** No Truck Sign ( Oatfield & Park) Installation Today  
**Date:** Monday, December 01, 1997 11:13AM

Spoke w/CCSO Weighmaster Kevin Peterson this morning. He will have a sign (International type w/a slash through a truck symbol) placed today. If this doesn't get the message across, he will add an additional sign that directs (probably a Truck Route sign) trucks from Oatfield, down Park to 99E.

He'll also call you this week to get together for a cup of coffee and discuss truck routes w/in our City. He was unaware of our routing and wants to hand out a Milwaukie Truck Route Map when he issues his County permits to truckers. Should help. By the way, he's a good guy to get to know. He's the type of personality that 1. Can make it happen & 2. Wants to work with us.

**Bartlett, Dan**

---

**From:** Gregory, Michelle  
**To:** DuVal, Pat  
**Cc:** Clark, Mike; Bartlett, Dan; Richards, Charlene  
**Subject:** The realtors  
**Date:** Wednesday, November 26, 1997 1:06PM

...are coming next Tuesday night.

Gina Houston called again to find out what they need to do to speak at the Council Meeting on Tuesday. I explained to her that each person who wants to address Council should arrive before the start of the meeting to register a comment card, and they will have the opportunity to address Council during the Audience Participation section - which is generally reserved for public comment on non-agenda items. Did I explain it right?

I



5100 SW Macadam Avenue, Suite 360  
Portland, Oregon 97201

(503) 228-6595  
FAX (503) 228-4170

November 26, 1997

Honorable Craig Lomnicki  
Mayor  
City of Milwaukie  
10722 SE Main Street  
Milwaukie, OR 97222

Dear Mayor Lomnicki,

On behalf of the 5500 members of the Portland Metropolitan Association of Realtors® (PMAR)-- specifically the more than 760 individuals who have offices and conduct business in the city of Milwaukie-- I urge you to review and evaluate the practicality of the City's sign code and policies as they apply to temporary real estate signs.

As residents of the city and surrounding area and active participants in the business community, Realtors® strive to serve their community well. Realtors® want to be good neighbors and work to be active viable participants in the community. In doing so, Realtors® endeavor to adhere to all applicable laws governing the real estate profession.

However, there exists one area of the law which the members of PMAR find increasingly difficult to comply with; that being the sign code ordinance for the city of Milwaukie. Specifically, Realtors® often place directional signs or "Open" signs to direct the public and other members of the real estate profession to a home that is for sale and/or open for viewing. These signs are usually placed separate from the property and near cross streets. On many occasions, upon returning to the site to retrieve the "Open" sign at the end of the day, the Realtors® find their signs have been removed. In cases that have been reported to me, Realtors® have had difficulty picking up their signs from the Johnson Creek Boulevard facility. Upon visiting the facility--in a reasonable period of time--they have been told that either the dumpster where the sign was placed has been emptied or that in order to get the sign the Realtors® must search through the dumpster. In situations where the sign has been destroyed or severely damaged from being in the dumpster, the Realtor® is losing personal property and money.

This situation raises several concerns: 1) how a Realtor® can conduct business in Milwaukie while using the tools necessary--signs--to assist the buyers and the sellers of the community in finding each other; 2) can a Realtor® be guaranteed the ability to retrieve their property--signs--from the City; and, 3) can any leniency be found within the City's sign code to allow for one-day placement of signs?

I appreciate your assistance in finding resolution to these concerns. If further information on this situation should be needed, please feel free to contact me at 228-6595.

Sincerely,

Jane M. Leo  
Governmental Affairs Director

cc: Dan R. Bartlett, City Manager

# BOGLE & GATES P.L.L.C.

A Professional Limited Liability Company

LAW OFFICES

MARK D. WHITLOW

RECEIVED  
CITY OF MILWAUKIE

1400 KOIN Center  
222 S.W. Columbia  
Portland, Oregon 97201-6793

Direct Dial: (503) 721-3647  
Main Office: (503) 222-1515  
Facsimile: (503) 721-3666  
Internet Email: mwhitlow@bogle.com

Anchorage  
Bellevue  
Seattle  
Tacoma  
Vancouver, B.C.

90060/00006

November 25, 1997

## VIA FACSIMILE

City Council  
c/o Dan Bartlett, City Manager  
City of Milwaukie  
City Hall  
10722 SE Main Street  
Milwaukie, OR 97222

Re: City Community Development File No. CPA 97-01;  
Regional Center Master Plan/Murphy Plywood Site  
Alternative Request for Exclusion from Regional Center Boundary or for  
Simultaneous Business Industrial Designation

Dear Mr. Mayor and Council Members:

This letter supplements the testimony which I presented to you on behalf of the Murphy Company at the November 18, 1997 public hearing on the above-referenced matter. Please make this letter a part of the public record in the proceedings.

Enclosed is a copy of the real estate analysis performed by Hobson Johnson & Associates on the Murphy Plywood site, which was referenced in my testimony. The analysis concludes as follows:

- Development of the "high density office" use envisioned for the site in the Master Plan, or other uses under a commercial/retail designation, are not feasible over the 20 year planning period;
- Imposition of the Master Plan designation on this manufacturing site will render it non-conforming into the foreseeable future and ensure that no redevelopment can take place;

- The highest and best feasible use for the property for the foreseeable future is light industrial (warehouse and distribution).

As also testified to, and discussed briefly in our prior testimony and letter of November 10, 1997, the Murphy site is now undergoing an environmental assessment and clean-up. A subsequent redevelopment plan is being formulated for the Murphy site to facilitate the future light industrial uses which Hobson identifies.

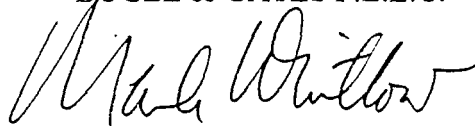
Shortly prior to your initial hearing on the matter, staff (Maggie Collins and Dan Pava) and the Murphy's met to discuss potential redevelopment of the site. It was agreed that, given the current redevelopment plans, development of uses permitted in the City's Business Industrial zone would be appropriate for the site. Staff has recommended changes to the proposed implementing plan and code amendments to effect this result.

Until those amendments are presented to you, we urge you to defer adoption of the Regional Center Master Plan. In the alternative, if the Regional Center Master Plan is adopted in advance of implementing amendments, please exclude the Murphy site from the boundaries of the Regional Center for the above stated reasons. The Murphy Company does not wish to become part of the Regional Center until appropriate light industrial comprehensive plan designation and zoning districts are adopted for the site, with appropriate development standards.

Thank you for your continued attention to this most important matter. I look forward to participating with staff in the balance of the proceedings.

Respectfully submitted,

BOGLE & GATES P.L.L.C.



Mark D. Whitlow

Enclosure(s)

cc: Maggie Collins, Community Development Director  
Dan Pava, Senior Planner  
Murphy Company

BOGLE & GATES P.L.L.C.

DATE: November 18, 1997  
 TO: Mr. John Murphy  
 MURPHY COMPANY  
 FROM: HOBSON JOHNSON & ASSOCIATES  
 SUBJECT: Appropriate Land Use For the Murphy Company Property in Milwaukie,  
 Oregon

MEMORANDUM

Hobson Johnson & Associates was retained by the Murphy Company to analyze the high density office/retail land use envisioned for the Murphy Company property by the Milwaukie Regional Center Master Plan. The analysis shows that the proposed office/retail development is not feasible now or within the next twenty years considering economics, market realities, the site's location, and the quality and character of surrounding land uses. A more realistic use of the Murphy property is distribution, warehouse or other light industrial uses which can take advantage of the property's proximity to rail for multi-modal shipping. Changing the zoning on the property will not result in office/retail development. It is, however, likely to take away the best use of the property and result in a long-term land bank with no development taking place at all. This memorandum, and attached exhibits summarize our findings and conclusions.

*I. SUMMARY OF FINDINGS*

The Milwaukie Regional Center Master Plan envisions a multi-story office and retail development will be built on the Murphy Company property. The office building will need to have structured parking to be consistent with the proposed Mixed Use Overlay Zone intended to implement the Regional Center Master Plan.

To accommodate the number of employees projected for the subareas 2-1, 2-2, and 2-3 (86% of this land is owned by the Murphy Company) we estimate the office/retail building will need to be approximately 197,000 square feet, assuming the first floor will be occupied with retail tenants, and using the average square feet employees occupy in suburban buildings:

Type	No. Employees	Avg. Sq/Ft Per Employee 1/	Est. Building Sq/Ft
Office	567	300	170,000
Retail	<u>39</u>	700	<u>27,000</u>
	605		197,000

1/ Metro Employee Density Study.

MURPHY COMPANY ANALYSIS

November 18, 1997

Page 2

With some of the Murphy's property needing to be developed with residential uses, (as required by the Mixed-Use Overlay Zone) the office development above would result in a floor area ratio (FAR) of approximately .91 using net acres.

To determine if the above office/retail development is economically feasible, a financial analysis was performed. The results of the financial analysis are summarized below and in EXHIBIT 2:

- To earn a conservative 15% rate-of-return, the hypothetical office/retail development would require office rental rates of approximately \$29 per-square-foot.
- This rental rate is higher than office rents in downtown Portland, and approximately 50% higher than the average office rental rate reported in similar buildings located near Sunnyside Road (\$18.50 per-square-foot).<sup>1</sup>
- Using the average rents from the Sunnyside office market, a developer building the proposed office/retail project on the Murphy property would lose approximately \$9.5 million.<sup>2</sup>

Thus, the project office/retail development is not economically viable.

In addition to financial risk, there is significant market risk associated with office development on the Murphy Company property:

- Office land near Clackamas Town Center and Sunnyside Road and off of Kruse Way in Lake Oswego, is more desirable for office development than the subject property because of better accessibility, visibility and access to executive housing. Thus, the Murphy property is at a competitive disadvantage in the market.
- The location next to the Union Pacific railroad tracks will be a significant disadvantage. The tracks will block access to the Murphy Company property, create significant noise, and is visually unappealing. The main entryway to the site will be from 32nd, a small residential street.

These factors make the potential development of an office building on the Murphy property unlikely even if economics were more supportive.

There is no reason to expect the office/retail development will become economically feasible over the next twenty years. The Portland Region and Clackamas County have a surplus of office land currently, and a significant amount of additional land will be rezoned for office development around the nine designated Regional Centers. The surplus exists because many industrial zones in Clackamas and Washington Counties allow office development as an outright use. Thus, with an overabundance of land, office land prices and rents will remain flat in real dollars and there will be no economic incentive to construct higher density office development envisioned for the Murphy property.

Light rail, if developed, will improve the marketability of the Murphy property as a potential office location. The impact, however, will be limited because the closest light rail

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<sup>1</sup> Norris, Beggs & Simpson Suburban Office Market Report, Second Quarter 1997.

<sup>2</sup> Assumes a 9% capitalization rate

station is more than 1/4 mile away (approximately 2,000 feet ) in both proposed rail alignments. Furthermore, there is no empirical evidence that shows office buildings, even located at a light rail station, will be able to command a rent premium. One office building being planned at a station area in Beaverton, is currently negotiating with tenants at rental rates that are the same as rents in office buildings not located in a station area.

The best use for the property is industrial. Warehouse and distribution businesses are the most likely industrial users of the Murphy property for the following reasons:

- The location next to the Union Pacific rail road tracks is a significant benefit, providing these types of businesses with access to inexpensive transportation;
- Accessibility to Interstate I-205 is adequate;
- These users are generally not concerned with visibility.

Given the economic and market realities, the office/retail development envisioned for the Murphy Company property is unlikely to occur now or over then next twenty years. Changing the zoning will not help this development occur. It is, however, likely to take away the best use of the property (light industrial) and result in a long term land bank with no development taking place at all.

**Donald Hammang**  
11/25/97

## **Hector Campbell N.D.A. Concerns**

**Hector Campbell supports the plan for sub-area 1.  
Please feel free to rebuild the downtown area and  
protect the rest of our town.**

---

**Hector Campbell does not approve of the following parts of  
the Plan:**

**Hector Campbell objects to the 4-1 site as proposed:**

The zoning on the site is fine as it stands now. If the the city wants the builder to create a higher density project have them apply for a zoning Variance. Our community is not for SALE we must all live by the same rules whether a builder or a resident

The mention of the 4-1 as a LIGHT RAIL station site rubs salt in the wounds of my NDA and appears that you have not heard or listened to our words in the past about light rail.

Building a Five story building on the 4-1 is not acceptable! Period! A structure of that size would tower over the community .

We do not want or tax dollars given to a builder that stands to make money and corrupt our community with extra cars, traffic and noise.

Putting Public money in the pockets of private builders because you want them to build projects the Market will not support.

### **Other Public Comments.**

Why cannot we vote on this plan

No Urban Renewal Districts or Tax Increment Financing

No more property taxes

The changing of zoning on any site without a proper FULL public hearing

Who will pay for the roads and sewer

Allowing the URBAN densities to expand into the existing residential communities.

We are worried that at the Planning Commission hearing the Hospital was concerned that forcing the new zoning code on them would harm there building plans.. We view that interference with Providence as a VERY BAD THING. The hospital is a good long stable land use that the community see value in.

REGIONAL SERVICES

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1700 FAX 503 797 1792



METRO

November 25, 1997

Mr. Mike Smith, Chair  
Planning Commission  
City of Milwaukie  
10722 S.E. Main Street  
Milwaukie, OR 97222

RECEIVED

NOV 25 1997

CITY OF MILWAUKIE  
COMMUNITY DEVELOPMENT

Dear Mr. Smith:

**Re: Milwaukie Regional Center Plan**

The City is to be commend for all the hard work done by its citizen volunteers, staff and elected officials to bring the Milwaukie Regional Center Plan to this point.

It has been brought to our attention that Mr. Randal O'Toole has made certain assertions pertaining to the region's growth management policies and the possible effects on the City if it adopts the Regional Center Plan. Please enter into the record our response to Mr. O'Toole's comments.

In his comments, *The Cost of Density: Portland into L.A.*, Mr. O'Toole presents sweeping generalizations as to the causal relationship between density and pollution, congestion, taxes, housing costs, crime and open space, without regard to the conventions of data analysis. In simplistic terms he points to density as the culprit for all urban evils. I offer for your consideration information which challenges Mr. O'Toole's assertions.

In his opening comments, he cites a quote from a 1994 Metro document saying that Los Angeles represents the investment pattern we desire to replicate. This statement was made very early in the planning process. In fact, having a better understanding about Los Angeles, its transportation and land use helped us see what works and what doesn't work. One of our conclusions was that gross measurements such as density and miles of freeways per capita are meaningless indicators of livability. It is hyperbole to suggest that we will become like Los Angeles. After all, 12 million people live there versus the metro area's current size of only 1.3 million people, and we are planning for only 500,000 more people over the next 20 years.

Mr. Mike Smith, Chair  
Planning Commission  
City of Milwaukee  
November 25, 1997  
Page 2

### Density and Housing Costs

In his statement about density and housing cost, Mr. O'Toole offers a simply analysis of a very complex subject. Our analysis, reported in the Metro Housing Needs Analysis, indicates that increases in real housing prices are correlated with population growth. During the period from 1990 to 1995, the region experienced a 2.5 percent annual increase in population and a 10 percent per year increase in real housing prices. From 1973 to 1979, the regional population increased by 13 percent while single-family housing prices increased by 56 percent (before establishment of the Urban Growth Boundary (UGB)). From 1979 to 1984, the population increased by 6 percent and housing prices increased by 9 percent. From 1989 to 1995, the population increased by 16 percent and housing prices increased by 51 percent. The median sales price of single family housing in the Portland area is 22 percent above the national average; however, single family housing in the Portland area is more affordable when compared to most California markets and less affordable than some other western cities with populations of 1 million or more (see attached table). In fact, the average sale price of a home, as reported in local newspapers, is beginning to drop and the number of sale days on the market is increasing.

The need for affordable housing is not something new. Efforts to address housing affordability have existed since 1949 at the federal level. We forecast a need of 94,000 units of affordable and assisted housing units by the year 2017. The UGB alone did not cause this shortage and cannot alone solve it.

### Density and Taxes

In regard to density and taxes, Mr. O'Toole asserts that the cost to the public for higher densities is greater than the cost of a low density sprawl pattern of development. He cites a study which reported "higher density typically increases public sector spending." Total public spending depends on total revenue generation. It has nothing to do with capital cost. Capital costs per dwelling unit depend directly on density. Burchell & Listokin find that planned development when compared to low and moderate density development has capital costs that are 25 percent lower for roads, 5 percent cheaper for schools and 15 percent cheaper for water and sewers. (R. Burchell & D. Listokin: Land, Infrastructure, Housing Costs & Fiscal Impacts Associated with Growth: The Literature on the Impacts of Sprawl versus Managed Growth; Lincoln Institute Research Paper, 1995, p. 17.)

### Density and Crime

Mr. O'Toole makes a bold statement that "There is a clear relationship between density and crime, especially violent crime." He implies that the region and the City are positioning themselves for a per capita increase in violent crimes. The relationship displayed on Mr. O'Toole's graph is non-existent. Portland 2020 density is less than 4,000 persons per

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Planning Commission  
City of Milwaukee  
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square mile. The crime range on the graph is at densities from 5,000 to 25,000 population per square mile and is not really applicable to this region. In addition, we examined crime data from the City of Portland Police Bureau for January to June 1997 to discern a possible relationship between crime and density in Portland's neighborhoods. The correlation between population density and crime in Portland neighborhoods is statistically non-existent. Neighborhoods like Reed, Laurelhurst, Irvington and South Tabor show a relatively high population density and relatively low crime rate, while neighborhoods such as Lents and Parkrose show a relatively low population density and relatively high crime rate. A neighborhood's crime rate is more closely correlated to the average household income, unemployment rates and educational attainment of its residents than its population density. Some close-in neighborhoods, which happen to be higher in population density, also have an above-average proportion of older and/or substandard housing stock. Without examining this factor, any correlation between crime and density is largely superficial.

#### Density and Openspace

Mr. O'Toole says that "the 2040 plan is taking away open spaces mingled within urbanized areas. One goal of the 2040 plan is to have all farms within the growth boundary turned into high density residential or other development by the year 2015. Metro, in its growth management policies, is not forcing farms out of business. Much of the farm land within the UGB is already zoned for urban densities. That zoning does not force a change in use, but would simply permit a change.

With approval by the voters in the region, Metro has undertaken a open space acquisition program to preserve natural areas in the region. Since the passage of the bond measure, we have purchased several sites in the southeastern portion of the region. In 2017, we will have more open space per capita than we have today.

#### Density and Pollution

Though some of Mr. O'Toole's assumptions about pollution sources are correct (i.e., cold starts and first eight minutes of operation are the major source), his conclusions are simply not supported by data. He argues that less density and faster roads would produce less pollution. In fact, our 2040 analysis shows just the opposite, with the Base Case/Freeway scenario (the fastest, lowest density scenario) easily exceeding Concept B (the most built-up, congested scenario) in levels of carbon monoxide, hydrocarbons and NOx. Any doubt can be dispelled by the Atlanta example. With more freeway miles per capita than any city in the world, it also has one of the 10 most polluted airsheds in the United States.

#### Density and Congestion

Mr. O'Toole uses "density" interchangeably with "growth" in his interpretation that "density may reduce auto share of traffic, but it increases total auto traffic." The 2040 transportation analysis

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Planning Commission  
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showed that growth will increase traffic and congestion, regardless of density. In the Base Case/Freeway alternative, for example, congested roadway miles quadrupled over 1990 levels, even though we included the Western Bypass, Sunrise Highway, Mount Hood Parkway and additional lanes on all remaining freeways in the analysis. Again, Atlanta, with its low density development pattern and the most freeway miles per capita in the world, is the fourth most congested city in the nation (Texas Transportation Institute). O'Toole also argues that Metro is planning a small increase in road capacity that will result in congestion. He is ignoring the fact that we are and expect to continue growing. For context, in the Regional Transportation Plan alternatives analysis, we found that it would cost over \$13 billion and require most freeways to be expanded to 10 lanes over the next 20 years to maintain the relatively low levels of congestion that we now experience. Assuming regular increases in gas taxes, the last 20-year revenue forecast for road expansion was less than \$1 billion.

Mr. O'Toole is citing old data on mode choice. The most recent travel survey shows much higher pedestrian travel than was previously measured and a very direct correlation between mode choice, transportation alternatives and land use patterns. The survey shows that people living in areas of Multnomah County with good transit and mixed land uses were much more likely than residents of other areas, such as Washington County, to use alternatives to the automobile. Of all trips in Multnomah County, 27 percent were made by walking, 11 percent by transit and less than 60 percent by automobile. In other areas, only 6 percent were made by walking, 1 percent by transit and over 87 percent by automobile. Auto ownership and use reflect these choices, with per capita miles traveled in Multnomah County less than half that of other areas, and an average of less than one car per household, compared to nearly two in other areas without transit and mixed uses.

Thank you for consideration of our comments, if you have any questions, please contact Mary Weber at 797-1735.

Sincerely,



John Fregonese  
Growth Management Services Director

MB/MW/srb  
I:\GM\MW\OTOOLE2.DOC

SOURCE: Housing Needs Analysis, September 1997

Assessing the Historic and Current Issue of Affordable Housing in the Region

As previously indicated, efforts to address housing affordability have existed since 1949 on the federal level. In the Portland metropolitan area, however, issues related to housing affordability have been increasing since 1990. This alludes to the question--is there really an affordable problem? If based primarily on the median selling price of single-family homes, housing in the Portland region would be expensive compared to the national average.<sup>\*</sup> However, when compared to 12 other western regions of 1 million or more population, single-family homes in the Portland area are relatively affordable.

**Table 4**  
**Single-Family Home Selling Prices\***

Second Quarter 1997 Region (a)	Median Selling Price (b)	Median Income (\$000s)	Price/ Income Ratio	Price/ Income Ratio % of National
Riverside, CA	111,000	44.8	2.48	88
Phoenix, AZ	111,000	47.5	2.34	83
Denver, CO	135,000	54.9	2.46	87
Sacramento, CA	138,000	48.4	2.85	101
Portland, OR	150,000	46.3	3.24	115
Salt Lake City, UT	150,000	47.7	3.14	111
Los Angeles, CA	164,000	47.8	3.43	121
Seattle, WA	166,000	55.1	3.01	107
San Diego, CA	170,000	48.6	3.50	124
Orange County, CA	199,000	63.2	3.15	111
Oakland, CA	216,000	60.1	3.59	127
San Jose, CA	272,000	70.2	3.87	137
San Francisco, CA	305,000	64.4	4.74	167
National	123,000	43.5	2.83	

Source: National Association of Homebuilders. *Housing Economics*. September 1997

(a) Regions of 1,000,000 or more in population.

(b) Data are not adjusted for housing quality, size, or proportion of new home sales.

\* Includes existing and new construction that sold on the market.

\* This is all housing--existing and new construction that sold on the market.



November 25, 1997

Mayor and City Council  
 City of Milwaukie  
 10722 SE Main Street  
 Milwaukie, Oregon 97222

RE: Request for written testimony from City Council meeting of 11/18/97.

Northwest Housing Alternatives, Inc is a Milwaukie based non-profit Community Development Corporation. Similar to other CDC's, we provide housing and related services to those who quite often do not have other options. We develop group homes for Developmentally Disabled, Adult Foster Care Homes, Residential Care Facilities, Shelter Homes/Transitional Housing (such as the Annie Ross House), low/mod income multi-family housing/apartments, and other types of affordable housing.

Providing these units is never an easy task, from finding and securing financing to proceeding thru the land use and permit process. NHA is a state wide corporation, and we work with many governmental bodies and jurisdictions. In developing projects within the City of Milwaukie, it has been our experience that the Community Development Department is efficient, pragmatic and professional. Providing services and responding to private interests while also planning for the public good, I'm sure is also never an easy task, and the difficulty of this responsibility is often never more apparent than at a public forum such as the meeting of last Tuesday.

Without the support and efficient delivery of services we have come to expect with the City of Milwaukie, our efforts to provide housing and services would be more difficult, more costly, and perhaps in some cases not feasible. We support the City's efforts to provide responsible planning, programs and policies which enable us and other community based organizations to better provide housing and services to those most in need.

Thank you for this opportunity to submit testimony.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Wright', with a long horizontal line extending to the right.

Bob Wright  
 Development Manager, NHA