



Regular Session

RS

Milwaukie City Council

1. CALL TO ORDER – 6:00 p.m.

Pledge of Allegiance

2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS

A. Lifesaving Awards

Staff: Steve Bartol, Chief of Police

3. CONSENT AGENDA

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

A. City Council Meeting Minutes:

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- 1. September 12, 2013, Council Retreat;**
- 2. May 2, 2017, Work Session;**
- 3. May 2, 2017, Regular Session; and**
- 4. May 9, 2017, Study Session.**

B. Tree Board Appointments – Resolution

14

C. Management/Non-Represented Cost of Living Adjustment (COLA)

16

D. Intergovernmental Agreement (IGA) for Use of Clackamas County Work Crews – Resolution

17

4. AUDIENCE PARTICIPATION

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

5. PUBLIC HEARING

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

A. None Scheduled.

6. OTHER BUSINESS

These items will be presented individually by staff or other 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. Light Rail Maintenance Agreement – Resolution

27

Staff: Gary Parkin, Public Works Director

6. OTHER BUSINESS (continued)

B. Council Goal: Climate Action Plan

51

(Added to the Agenda on June 2, 2017)

Staff: Mitch Nieman, Assistant to the City Manager

C. Council Input on Legislative, Regional, and County Issues

Staff: Mitch Nieman, Assistant to the City Manager

D. Council Reports

7. INFORMATION

8. ADJOURNMENT

Americans with Disabilities Act (ADA) Notice

The City of Milwaukie is committed to providing equal access to all public meetings and information per the requirements of the ADA and Oregon Revised Statutes (ORS). Milwaukie City Hall is wheelchair accessible and equipped with Assisted Listening Devices; if you require any service that furthers inclusivity please contact the Office of the City Recorder at least 48 hours prior to the meeting by email at ocr@milwaukieoregon.gov or phone at 503-786-7502 or 503-786-7555. Most Council meetings are streamed live on the City's website and cable-cast on Comcast Channel 30 within Milwaukie City Limits.

Executive Sessions

The City Council may meet in Executive Session pursuant to ORS 192.660(2); all discussions are confidential and may not be disclosed; news media representatives may attend but may not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and are closed to the public.

Meeting Information

Times listed for each Agenda Item are approximate; actual times for each item may vary. Council may not take formal action in Study or Work Sessions. Please silence mobile devices during the meeting.

 CITY OF MILWAUKIE
COUNCIL REGULAR SESSION

City Hall Council Chambers
10722 SE Main Street
www.milwaukieoregon.gov

2247th Meeting
MINUTES
JUNE 6, 2017

Mayor Mark Gamba called the Council meeting to order at 6:00 p.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff: City Manager Ann Ober	Police Chief Steve Bartol
City Recorder Scott Stauffer	Police Captains Mark Dye and Dave Rash
City Attorney Peter Watts	Police Sergeants Jon Foreman and Ryan Burdick
Assistant to the City Manager Mitch Nieman	Police Public Information Officer Greg Elkins
Community Development Director Alma Flores	Police Officers Brian Smith, Kenny Simac,
Human Resources Director Gary Rebello	Jeff Rogerson, and Less Hall
Public Works Director Gary Parkin	
Solar Intern Tristan Sewell	

1. CALL TO ORDER

Pledge of Allegiance.

2. PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Lifesaving Awards

Chief Bartol presented Officers Elkins and Smith with framed letters of citation and noted the lifesaving actions each officer had taken in the line of duty. Council thanked the officers for their actions and work on behalf of the Milwaukie community.

3. CONSENT AGENDA

Council President Batey expressed concern about approving Council minutes from 2013 for a meeting she had not attended. **Mayor Gamba** suggested that the 2013 minutes be removed from the Consent Agenda for separate consideration.

It was moved by Councilor Falconer and seconded by Councilor Abma to approve the Consent Agenda removing the September 12, 2013, Council Retreat Minutes.

A. City Council Meeting Minutes:

- ~~1. September 12, 2013, Council Retreat;~~
2. May 2, 2017, Work Session;
3. May 2, 2017, Regular Session; and
4. May 9, 2017, Study Session.

B. Resolution 57-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, Making Appointments to City Boards and Commissions.

C. Management/Non-Represented Cost of Living Adjustment (COLA).

D. Resolution 58-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the Chief of Police to re-enter into an intergovernmental agreement with Clackamas County for use of the Community Corrections Work Crews.

Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Abma and Mayor Gamba voting "aye." [5:0]

A. 1. September 12, 2013, Council Retreat Minutes (Pulled from Consent Agenda for Separate Consideration)

Mayor Gamba remarked that the minutes of the September 12, 2013, Council Retreat were brief and correct to the best of his recollection. **Mr. Stauffer** and **Ms. Ober** reported that the Retreat minutes had not been adopted and that an audio recording of the Retreat had been discovered. It was noted that Council had the authority to approve minutes although only Mayor Gamba had attended the meeting.

It was moved by Councilor Parks and seconded by Councilor Abma to approve the September 12, 2013, Council Retreat Minutes. Motion passed with the following vote: Councilors Falconer, Parks, and Abma, and Mayor Gamba voting “aye”, and Council President Batey abstaining. [4:0:1]

Councilor Falconer asked if the newly appointed Tree Board members would be eligible for re-appointment. Mayor Gamba explained why the initial Tree Board term lengths had been staggered and Ms. Ober confirmed that the newly appointed board members were eligible for re-appointment.

4. AUDIENCE PARTICIPATION

Mayor Gamba reviewed the Audience Participation procedures and Ms. Ober reported that there was no follow-up report from the May 16, 2017, Audience Participation.

Christie Schaeffer, Milwaukie resident, reported that the North Main Village (NMV) Homeowners Association was concerned about Beer Store Milwaukie’s plans to install a parklet on Main Street due to smoking on the sidewalk and property maintenance issues. She noted that she had spoken to the City’s Planning Department and that the NMV Homeowners Association had adopted a no-smoking policy.

The group noted that the parklet program was seasonal and that there were rules regarding when parklets were required to close. It was also noted that smoking was not allowed near restaurant doorways. Ms. Ober reported that staff would follow-up on the complaints and provide an update at Council’s next Regular Session.

5. PUBLIC HEARING

None Scheduled.

6. OTHER BUSINESS

A. Light Rail Maintenance Agreement – Resolution

Mr. Parkin reported that staff was asking Council to approve an intergovernmental agreement (IGA) with TriMet that identified long-term maintenance responsibilities of the light rail facilities located in the City. He provided an overview of the work to draft the proposed IGA and confirmed that staff was happy with the details in the agreement.

Mayor Gamba and Mr. Parkin commented on staff’s ability to take on additional facility maintenance work. It was noted that some of the City’s new responsibilities would be delegated to the City’s contracted landscape maintenance vendor.

It was moved by Council President Batey and seconded by Councilor Falconer to approve the Resolution approving an Intergovernmental Agreement (IGA) between the City of Milwaukie and the Tri-County Metropolitan Transportation District of Oregon (TriMet) for Maintenance of Portland-Milwaukie Light Rail Facilities. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Abma and Mayor Gamba voting “aye.” [5:0]

Resolution 59-2017:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF MILWAUKIE AND THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET) FOR MAINTENANCE OF PORTLAND-MILWAUKIE LIGHT RAIL FACILITIES.

Council Goal: Housing Affordability (continued from June 6, 2017, Work Session)
Mayor Gamba commented on what Council’s housing affordability goal meant to him in terms of policies and staff focus areas. He suggested that Council wanted to have input on the range of housing built to maintain the City’s working class population. Ms. Flores

remarked that staff could support the goal through outreach and educational efforts, and by focusing on tools to incentivize certain types of development.

The group discussed whether the housing affordability goal meant that the City should encourage the development of higher-priced housing. They noted the recent increase in proposed housing projects in the City and the results of regional housing forecasts.

Councilor Falconer and **Mayor Gamba** discussed factors that could influence the development of higher-priced housing on property outside City Limits and the possibility of implementing a construction excise tax (CET). The group noted the services and tax benefits that could encourage unincorporated properties to annex into the City.

Ms. Flores reviewed the City's existing and forecasted housing capacity as identified in the last Housing Needs Analysis (HNA). She suggested that annexing properties outside City Limits would be part of the long-term strategy. **Councilor Falconer**, **Mayor Gamba**, and **Council President Batey** discussed current housing zones and the type of housing the City is forecasted to need in the future to meet population growth needs. **Ms. Flores** remarked on the City's role in encouraging desired types of housing development and helping to diffuse neighborhood tension as density increases.

Mayor Gamba suggested that there was Council consensus to pursue the implementation of a CET. **Ms. Flores** and **Mayor Gamba** commented on when a CET should be pursued in conjunction with housing affordability goal policies and projects.

Ms. Flores reviewed the questions for Council to consider related to how staff would approach the housing affordability goal. She asked for input on which projects to prioritize and it was Council consensus not to prioritize the housing-related projects.

Councilor Falconer asked that staff work to connect housing affordability projects with the City's ongoing community visioning process.

Mayor Gamba remarked that he would like the City to encourage energy efficient housing. **Ms. Flores**, **Mayor Gamba**, and **Council President Batey** talked about government efforts in other countries and past efforts to encourage energy efficient housing development.

Ms. Flores suggested that achieving the housing affordability projects would take more than two-years and that staff would develop workplans to lay out a long-term strategy. **Mayor Gamba** commented on the need to address housing as soon as possible.

Ms. Flores reviewed next steps related to housing affordability projects and noted the recently established Housing Affordability Work Group (HAWG) to be comprised of internal and external stakeholders. The group discussed state and regional partners the City could work with to develop a housing strategy.

Ms. Flores asked for Council input on how to address homelessness. The group commented on the interest of church-based and non-profit groups to partner with local governments to address homelessness. **Ms. Flores** cited State Legislation that allowed more flexibility with how churches used their property to address homelessness. **Mayor Gamba** expressed support for addressing homelessness through the projects related to Council's housing affordability goal.

Ms. Flores noted that Council would receive quarterly updates on housing affordability related projects.

Mayor Gamba recessed the Regular Session at 7:13 p.m. and reconvened the Regular Session at 7:21 p.m.

B. Council Goal: Climate Action Plan (CAP)

Mr. Nieman introduced Mr. Sewell. He reported that staff was looking for input on Council expectations for how to pursue Council's CAP goal.

Mr. Sewell suggested that the first steps would be to define the scope of work and understand what a CAP means to the City. He explained the work done by staff to-date to conduct a preliminary greenhouse gas (GHG) inventory and shape the City's CAP. **Mr. Nieman** and **Mr. Sewell** noted that elements of the community visioning process had been included in the GHG inventory and CAP planning work. They asked for Council feedback on the work done to-date to draft a CAP.

Mayor Gamba agreed with the approach taken by staff. **Mr. Sewell** and **Mayor Gamba** commented on the status of state-level action related to climate goals.

Council President Batey expressed support for staff work done to-date and asked if the CAP would include specific goals that would commit the City to making progress by certain deadlines. **Ms. Ober** explained that to prepare the request for proposals (RFP) for a CAP consultant, staff needed to know what type of goals and standards Council wanted to include. **Mr. Nieman** and **Mr. Sewell** noted that staff had presented general elements of a CAP from other cities that could be altered for Milwaukie.

Council President Batey expressed support for the proposed metrics. **Ms. Ober**, **Mr. Nieman**, and **Council President Batey** discussed the Council direction staff was looking for to identify the standards and objectives to be included in the CAP.

Mayor Gamba expressed support for the proposed metrics and suggested that the CAP goals should be community-wide and not just for City facilities. He commented on the importance of aligning the City's CAP with national efforts to address climate change.

Mr. Sewell and **Council President Batey** commented on the feasibility of identifying specific goals within the CAP. **Ms. Ober**, **Mr. Sewell**, and **Mayor Gamba** noted that staff had just started the process to identify the scope of Council's climate goal and was collecting data and input to draft a CAP for Council to consider.

The group discussed the data being collected by staff to draft the CAP. It was noted that data on building codes, consumption and utility rates, land usage, solid waste handling, and methane and GHG emissions were being collected.

Mr. Nieman noted efforts to promote the City's Solarize Campaign and asked for Council feedback about other expectations related to the CAP goal. **Mayor Gamba** suggested that City-controlled buildings should be as energy efficient as possible. The group discussed costs associated with energy efficient and green certified buildings and how energy efficiency goals factor into the request for qualifications (RFQ) process of developing public property. They noted the fiscal and physical impacts of requiring City buildings to be energy efficient and the additional staff workload required to manage the projects and commitments related to Council's CAP goal.

Mr. Sewell noted that the work to develop an RFQ for a CAP consultant would extend beyond his time with the City. **Ms. Ober** and **Mr. Sewell** remarked that the City was taking on hard aspirational discussions about what Milwaukie would look like in 2040.

Mayor Gamba continued to review his list of climate goal expectations, including promoting energy efficient buildings and working to revise State Building Codes to move toward Net Zero goals. The group noted that State Building Codes limited the local actions the City could take in terms of promoting energy efficient buildings.

Mayor Gamba reported that his last climate goal expectation was that the City should do more to promote electric vehicle (EV) charging stations and replace City vehicles with efficient vehicles. **Ms. Ober** commented that the new Public Works Director had a background in running an energy utility and managing energy efficient projects.

Councilor Falconer suggested that an easier-to-achieve expectation of the climate goal would be to start a street tree program. **Mr. Sewell** and **Mr. Nieman** noted that street trees had been identified as a priority in the visioning process.

The group discussed the impacts of altering the bid requirements for the Ledding Library and Coho Point at Kellogg Creek projects by adding efficiency requirements.

Mr. Nieman summarized staff's next steps in developing the CAP, including issuing a RFP and providing regular updates to Council. **Ms. Ober** added that Council would receive regular updates on all three of the 2017-2018 adopted goals.

C. Council Input on Legislative, Regional, and County Issues

Ms. Ober reported that staff had no legislative updates.

Mayor Gamba noted he was tracking several pieces of State legislation and suggested Council members may want to reach out to legislators regarding House Bill 2004 (HB2004). The group talked about tracking changes to HB2004 in the coming weeks as the State Legislature begin to wrap-up the session.

The group discussed the status of the transportation funding package being considered by the State Legislature and they considered drafting a letter from Council in support of the transportation package. The group also noted the status of State legislation regarding recreational immunity.

D. Council Reports

Mayor Gamba announced upcoming events and meetings, including a joint Milwaukie Redevelopment Commission (MRC) and City Budget Committee meeting, the return of the Noon Concert series at Scott Park on Wednesdays throughout the summer, and several Ledding Library events. **Council President Batey** added that the Library would be hosting a stargazing party.

Mayor Gamba reported that the annual Friends of the Ledding Library (FOLL) book sale was coming-up at the Portland Waldorf School. **Ms. Ober** noted that work to repair the Pond House would be moving forward soon.

Mayor Gamba and **Council President Batey** noted that the Milwaukie Sunday Farmers Market season was off to a strong start with new bands and vendors.

Councilor Falconer encouraged the public to write letters of support for the Safe Routes to Schools (SRS) parts of the State's proposed transportation funding packets. She asked that testimony be submitted to jtpm.exhibits@oregonlegislature.gov.

7. INFORMATION

8. ADJOURNMENT

It was moved by Councilor Parks and seconded by Councilor Falconer to adjourn the Regular Session. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Abma and Mayor Gamba voting "aye." [5:0]

Mayor Gamba moved to adjourn the regular session at 8:52 p.m.

Respectfully submitted,



Scott S. Stauffer, City Recorder

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Stauffer, Scott

From: Greg Hemer <greghemermilw@gmail.com>
Sent: Wednesday, May 31, 2017 12:24 PM
To: Ober, Ann; Gamba, Mark
Cc: _City Council
Subject: Climate Action Plan Goal

Dear Mayor, Councillors, and City Manager

On your list of goals for the next two years, you resolved to create a Climate Action Plan that specifies Net Zero energy and reducing our carbon footprint. I personally agree with this goal and welcome the upcoming process to create and evaluate this idea.

I am unsure what phase or process the Climate Action Plan is in, but I would like to offer my opinion on an issue that could be addressed with this plan:

After on the ground review and study to ensure accuracy, delineation, and validity by the City or representative of the City is thoroughly conducted of HCA and WQR designated lands, the City would remove HCA and WQR from Buildable Lands and add to the Natural Resource Sites in the Comprehensive Plan and create language that protects these lands in the future by either deed of sale or property title change back to the City for reducing our carbon footprint.

If you have any questions or thoughts, please do not hesitate to contact me. I hope there will be time for public input on this process and that people residing on current Boards and Commissions will be appointed to the public process as well.

Thanks

Greg Hemer
5822 SE Harrison St.
Milwaukie, OR 97222
971 202 6100
greghemermilw@gmail.com

Stauffer, Scott

From: Greg Hemer <greghemermilw@gmail.com>
Sent: Friday, June 02, 2017 4:42 PM
To: Ober, Ann; Gamba, Mark
Cc: _City Council; Nieman, Mitchell
Subject: Climate Action Plan

After reading the Goals of the Climate Action Plan for the June 6th Council Meeting, I am worried and ashamed that the Goals do not include protecting our Water Quality Resource and Habitat Conservation Areas from development and destruction.

Thanks

Greg Hemer
5822 SE Harrison St.
Milwaukie, OR 97222

Stauffer, Scott

From: Mark Stehn <mark@stehnfuneralhomes.com>
Sent: Thursday, June 01, 2017 2:16 PM
To: Gamba, Mark
Cc: Ober, Ann; _City Council
Subject: RE: rent control

Dear Mr. Mayor thanks for taking the time to email me yesterday, I know you are a busy man and the fact that you reached out to me personally is significant. You and I again find ourselves on different sides of an issue. You may not know but we are in the process of building a triplex here in Milwaukie next to our business on property we have owned for over forty years. When we originally started this project we were going to build a single family house, but after talking to several city employees we were strongly encouraged to build a multifamily units. So we changed our thinking and moved ahead, well I have to say that after 9 months and several meeting with city officials we finally have a hearing scheduled for this month. In addition to the time delay we will have to spend somewhere around 35,000.00 dollars in city and county fees just to get permission to build on our own land, So when I read in the paper that you want to streamline the process I think that great however, to streamline for one segment and not for all is where I have an issue. As for my other comments, most if not all of the building in Milwaukie is infill and the more restrictions and hoops and expense that people have to jump through the less likely the city is going to get affordable (Whatever that means) or less expensive housing. Why not embrace anyone who wants to develop or build and encourage them by fast tracking and cutting red tape and expenses.

Our differences aside I will tell you that the city staff and employees that we have dealt with have all been very competent and professional. As far as you having to talk to someone who has been displaced because of rent increases that is a hard conversation I'm sure. But, you wanted to be Mayor so I guess it goes with the territory. Thanks again for you commitment and hard work as Mayor.



From: Gamba, Mark [mailto:GambaM@milwaukieoregon.gov]
Sent: Wednesday, May 31, 2017 2:34 PM
To: mark@stehnfuneralhomes.com
Cc: Ober, Ann
Subject: rent control

Dear Mark,

I'll be sure to pass your thoughts along to the next family that calls me because they are losing their home due to an unaffordable 50% rent increase. I don't do anything because Portland does it, if I do a thing it's because it's the right thing to do.

**Sincerely,
Mark Gamba
Mayor of Milwaukie
971-404-5274**

Working to make Milwaukie entirely equitable, delightfully livable, and completely sustainable.

Stauffer, Scott

From: Milwaukie OCR
Sent: Wednesday, May 31, 2017 8:52 AM
To: _City Council
Subject: FW: Milwaukie Bay tree removal !!

Please see the note below from Pam Denham regarding the planned removal of trees in Riverfront Park. We anticipate more comments being received on this topic and will be sure that they are forwarded for your review. All emails and notes received through the City will be included in the record.

SCOTT STAUFFER, CMC

City Recorder
o: 503.786.7502
City of Milwaukie

From: Pamela Denham [mailto:pamdenham@gmail.com]
Sent: Wednesday, May 31, 2017 8:05 AM
To: Milwaukie OCR <OCR@milwaukieoregon.gov>
Subject: Milwaukie Bay tree removal !!

Hello,

I am on the Island Station land use committee and have just been alerted to the pending removal of the largest trees in the park (excluding the redwood).

We at Island Station include the southern edge of Kellogg Creek, the bridge and the trees in our neighborhood yet have not been notified or asked for public input regarding this issue.

The cut off date for public input, according to the notes on the trees, is this Friday June 2. We ask that this date be pushed further out so that we can have official notice of the project as it affects Island Station and truly the entire City.

Please help us in this matter so that the proper channels can be used for public notice and input.

Thank you,

Pam Denham
Island Station Land Use Committee Chair

City Of Milwaukie

AttN - Building Permits

I am writing this as a home owner and Board member of the North Main Condominiums on Main Street in Milwaukie. We have come to know that the Beer Store below our units has applied for a permit to build out a patio into the street.

We have just had a Board Meeting on the 1st of June and out poll at that time all but 2 people were against any structure like this. As there were only eight units represented at that time other unit owners have signed below to show absolute rejection of patio.

Our reasons for this rejection are:

- Taking up parking spaces on this very busy street is just not acceptable for business or owners
- The smoking on the sidewalk for the Beer Store Owner and their patrons has become an everyday occurrence with no regard for the any rules of distance or smoke going up into the condos.
- The Beer Store owners leave the space they have on the sidewalk in a mess most evenings with cigarette butts all over the sidewalk , curb, and surrounding the garbage can they have commandeered as an ashtray. We can only imagine what a patio structure would become.

Please take this under consideration and hopefully there will be a hearing process for us to come and talk about our feelings on not allowing this permit to go through.

Respectfully,

Christie Schaeffer

North Main Condo owner and Board Membe

OWNERS

UNIT



MILWAUKIE CITY COUNCIL
Office of the City Recorder

10722 SE Main Street
P) 503-786-7502
F) 503-653-2444
ocr@milwaukieoregon.gov

Speaker Registration

The City of Milwaukie encourages all citizens to express their views to their city leaders in a **respectful** and **appropriate** manner. If you wish to speak before the City Council, fill out this card and hand it to the City Recorder. Note that this Speakers Registration card, once submitted to the City Recorder, becomes part of the public record.

Name:

Christie Schaeffer

Organization:

Address:

10606 SE Main

Phone:

Email:

Meeting Date:

6/6/17

Topic:

Beer Store Parklet

Agenda Item You Wish to Speak to:

☒ #4 Audience Participation

☐ #5 Public Hearing, Topic:

☐ #6 Other Business, Topic:

You are Speaking...

☐ in Support

☐ in Opposition

☐ from a Neutral Position

☐ to ask a Question

Comments:



**Regular Session
Agenda Item No.**

3

Consent Agenda



CITY OF MILWAUKIE
COUNCIL RETREAT

Ledding Library Pond House
2516 SE Harrison Street
www.milwaukieoregon.gov

MINUTES

SEPTEMBER 12, 2013

Mayor Jeremy Ferguson called the Retreat to order at 1:30 p.m.

Present: Council President David Hedges; Councilors Scott Churchill, Mark Gamba, Mike Miller

Staff: City Manager Bill Monahan

City Recorder Pat DuVal

Assistant to the City Manager Terry Bankhead

The group discussed various topics related to the City's financial situation and recent decisions regarding vacant staff positions. They considered drafting a Council communications agreement and heard updates on staff work towards completing previously adopted Council goals.

The group discussed options for pursuing a bond measure to maintain service levels, fund capital projects, and pay for the City's share of the Portland-Milwaukie Light Rail (PMLR) project.

Mayor Ferguson recessed the Retreat at 5:04 p.m. and reconvened the Retreat at 5:27 p.m.

The group continued to discuss the possibility of referring a bond measure to the voters to maintain City service levels and fund the City's share of the PMLR project.

Mayor Ferguson adjourned the Retreat at 5:45 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott S. Stauffer".

Scott S. Stauffer, City Recorder

Mayor Mark Gamba called the Council meeting to order at 4:04 p.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff: City Manager Ann Ober
City Recorder Scott Stauffer
City Attorney Tim Ramis

Engineering Director Charles Eaton
Code Compliance Coordinator Tim Salyers
Information Technology Manager Brandon Gill

Right-of-Way (ROW) Encroachment Permitting and Enforcement

Mr. Eaton introduced the topic and **Mr. Salyers** presented the history of the ROW Encroachment Permitting program.

Mr. Eaton explained the goals and objectives of the program and provided a definition of public ROW areas and the group discussed the existing sections of the Milwaukie Municipal Code (MMC) and related to the ROW. **Mr. Eaton** explained staff's decision to include certain elements and not include others.

Mr. Eaton explained the types of encroachment currently in MMC and the group noted possible conflicts between infrastructure standards for things like streetlights and Americans with Disabilities Act (ADA) requirements.

Mr. Eaton explained the proposed encroachment program and confirmed that exempt properties would not need complete an application under the new program. He noted concerns regarding staff resources needed to administer the program.

The group discussed the proposed encroachment program and application process in relation to other cities' programs. They discussed notices, proposals, petitions, and appeals for major and minor encroachments. The Council agreed that the differences between major and minor encroachments would warrant different requirements.

The group discussed the concept of removal and replacement of plants and trees in the ROW by the City. They considered the importance of informing the public about possible future sidewalks and removal of trees and plants. **Mr. Eaton** explained that the proposed program would include language that explained that the City would enforce ROW encroachment per the property title.

The group reviewed encroachment permit fees and appeals, and discussed the feasibility of including a petition requirement. It was Council consensus to leave the petition requirement out of the encroachment program.

The group discussed frontage zones. **Mayor Gamba** expressed a desire that the zone descriptions would be more descriptive to help the public understand the requirements. It was noted that staff would come back with alternative language.

Councilor Abma asked for clarification regarding risk and insurance requirements. **Mr. Eaton** explained some details and noted staff was still working on it. **Councilor Abma** was curious about how other cities dealt with the insurance for all encroachments. **Councilor Falconer** agreed that other cities should have similar policies that Milwaukie could research. The group discussed insurance requirements.

Council President Batey asked about structural driveways and walkways, listed in the encroachments section. **Mr. Eaton** noted challenging areas around the City.

Council President Batey asked about appeals timelines and the group noted different notice requirement options.

The group discussed landscaping in the ROW and **Mr. Eaton** confirmed that landscaping was included as a minor encroachment in the proposed program.

Mr. Eaton explained the next steps and City Council thanked Mr. Eaton for his work.

Mayor Gamba adjourned the Work Session at 5:18 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

 CITY OF MILWAUKIE
COUNCIL REGULAR SESSION

City Hall Council Chambers
10722 SE Main Street
www.milwaukieoregon.gov

2245th Meeting

MINUTES

MAY 2, 2017

Mayor Mark Gamba called the Council meeting to order at 6:00 p.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff: City Manager Ann Ober

Assistant to the City Manager Mitch Nieman

City Recorder Scott Stauffer

City Attorney Tim Ramis

Police Chief Steve Bartol

Community Development Director Alma Flores

Engineering Director Charles Eaton

Finance Director Haley Fish

1. CALL TO ORDER

Pledge of Allegiance.

2. PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Poppy Days – Proclamation

Karen Chaney, American Legion Post 180 Auxiliary Vice Commander, introduced the proclamation and **Mayor Gamba** proclaimed May 26, 2017, to be Poppy Day in Milwaukie.

B. Municipal Clerks Week – Proclamation

Mr. Stauffer introduced the proclamation and **Mayor Gamba** proclaimed May 7 through 13, 2017, to be Municipal Clerks Week in Milwaukie.

3. CONSENT AGENDA

Councilor Abma asked that item D. be removed from the Consent Agenda for separate consideration due to a potential conflict of interest. **Mayor Gamba** noted that item D. would be considered after the Council voted on the rest of the Consent Agenda.

It was moved by Council President Batey and seconded by Councilor Falconer to approve Consent Agenda Items A., B., and C.

A. City Council Meeting Minutes:

1. April 4, 2017, Work Session; and
2. April 4, 2017, Regular Session.

B. Resolution 48-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, making appointments to City boards and commissions.

C. Resolution 49-2017: A Resolution of the City Council of the City of Milwaukie, Oregon, agreeing to an intergovernmental agreement between TriMet and the City of Milwaukie related to the Portland-Milwaukie Light Rail Transit Project and the realignment of Lake Road.

D. ~~A Resolution Authorizing an intergovernmental agreement with Metro for an Equitable Housing Planning and Development Grant to fund a cottage cluster feasibility analysis.~~ [Removed from the Consent Agenda for separate consideration]

Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Abma and Mayor Gamba voting “aye.” [5:0]

D. A Resolution Authorizing an Intergovernmental Agreement (IGA) with Metro for an Equitable Housing Planning and Development Grant to fund a Cottage Cluster Feasibility Analysis

It was noted that Councilor Abma recused himself from consideration of the resolution.

It was moved by Councilor Parks and seconded by Council President Batey to approved the Resolution to sign an intergovernmental agreement with Metro for an Equitable Housing Planning and Development Grant to fund a Cottage Cluster Feasibility analysis. Motion passed with the following vote: Councilors Falconer, Batey, and Parks, and Mayor Gamba voting “aye.” [4:0]

Resolution 50-2017:

A Resolution of the City Council of the City of Milwaukie, Oregon, to sign an intergovernmental agreement with Metro for an Equitable Housing Planning and Development Grant to fund a cottage cluster feasibility analysis.

4. AUDIENCE PARTICIPATION

Mayor Gamba reviewed the Audience Participation procedures. **Ms. Ober** reported that staff was looking at local approaches to the enforcement of Federal immigration laws as requested by the American Civil Liberties Union (ACLU) People Power group at the April 18, 2017, Audience Participation. She also noted a correction to a previous statement regarding Council action in 2015 concerning the City’s parklet program.

Isabel Mesa Vasquez, Milwaukie resident with ACLU People Power, commented on the effects of Federal immigration laws on local communities and asked Council to adopt measures recommended by the ACLU related to immigration.

5. PUBLIC HEARING

None scheduled.

6. OTHER BUSINESS

A. Creation of a Fireworks Ordinance – Ordinance

Chief Bartol reviewed past Council discussion regarding fireworks. He explained that the proposed ordinance would mitigate issues caused by illegal fireworks and give the Milwaukie Police Department (MPD) additional enforcement options.

Council President Batey and **Chief Bartol** remarked on the importance of conducting education and outreach efforts to inform the public about the new fireworks rules.

It was moved by Council President Batey and seconded by Councilor Parks to approve the first and second reading by title only and adoption of the Ordinance establishing a civil penalty for fireworks violations in the City. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Abma and Mayor Gamba voting “aye.” [5:0]

Ms. Ober read the ordinance two times by title only.

Mr. Stauffer polled the Council with Councilors Falconer, Batey, Parks, and Abma, and Mayor Gamba voting “aye.” [5:0]

ORDINANCE 2148:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, ESTABLISHING A CIVIL PENALTY FOR FIREWORKS VIOLATIONS IN THE CITY.

B. Contract for License Permit Module – Resolution

Ms. Fish explained that the new software would be used by several City departments for permitting services. She described the current permitting system and reviewed the benefits of moving to the proposed system. She noted that funding was available in the current budget to cover the additional costs of the new system.

Council President Batey and **Ms. Fish** noted that alarm permits could be renewed online with the new system and that staff would work to inform the public about the new process. **Councilor Abma** remarked on the benefits of online permit renewals.

Councilors Falconer and **Parks** asked that paper and in-person options be available for permit applications and renewals to ensure equity for residents who may not have internet access. **Ms. Fish** noted that the new system would have a mobile interface, and **Chief Bartol** commented that staff would aid the public in navigating the new system.

Mayor Gamba, **Councilor Abma**, and **Ms. Fish** noted that the new system would be able to provide better data sets and reports.

It was moved by Councilor Falconer and seconded by Councilor Abma to approve the Resolution authorizing the City Manager to authorize a five-year contract with Tyler Technology for EnerGov software. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Abma and Mayor Gamba voting “aye.” [5:0]

RESOLUTION 51-2017:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO AUTHORIZE A FIVE-YEAR CONTRACT WITH TYLER TECHNOLOGY FOR ENERGОВ SOFTWARE.

C. Adoption of 2017-2018 Council Goals – Resolution

Ms. Ober reviewed Council’s work to identify and select goals and noted that the adopted goals would help direct the City’s focus for the next 2 years.

Mayor Gamba proposed that Council consider the revised resolution distributed to Council on May 2, 2017. He then read the revised resolution into the record:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ADOPTING COUNCIL GOALS FOR THE 2017-2018 BIENNIUM.

WHEREAS, the Council periodically establishes goals to guide its actions in carrying out the business of the City; and

WHEREAS, the Council considered and identified its goals at several sessions throughout the winter and spring of 2017; and

WHEREAS, the Council worked with staff to prioritize and identify three goals to be worked toward during the 2017-2018 Biennium period, which ends on June 30, 2018.

GOAL 1: HOUSING:

WHEREAS, Milwaukie is in a housing state of emergency; and

WHEREAS, the Draft Milwaukie 2040 Vision calls for all residents to have affordable housing; and

WHEREAS, Milwaukie and the Metro Region are currently experiencing record low rental vacancies and extreme housing affordability issues generally, which are causing displacement, disruption of lives and in some cases homelessness.

Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the City Manager is hereby directed to take every opportunity to address this housing crisis, including finding and working with partners to add new affordable housing units, and to encourage the private market to develop housing options that are affordable for Milwaukians at every income level and stage of life.

GOAL 2: CLIMATE CHANGE ACTION:

WHEREAS, Climate Change is the single largest threat to the future citizens of Milwaukie; and

WHEREAS, the Draft Milwaukie Vision calls for Milwaukie to become a Net Zero City by the year 2040 as our contribution towards forestalling the worst effects of climate change.

Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the City Manager is hereby directed to begin the process of addressing climate change in the city of Milwaukie and to create the Milwaukie Climate Action Plan and to establish the city's current carbon foot print as first steps toward dramatically reducing the City's carbon impact.

GOAL 3: COMPLETION OF MILWAUKIE BAY PARK:

WHEREAS, Milwaukie Bay Park is our most prominent park and remains incomplete; and

WHEREAS, the citizens of Milwaukie called for its completion in the Draft Vision Action Plan.

Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the City Manager is hereby directed to work with North Clackamas Parks and Recreation Department (NCPRD) and our Parks and Recreation Board (PARB) to explore potential changes to the current master plan and to prioritize the accumulation of funding necessary to complete Milwaukie Bay Park by 2022.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the following City Council goals are adopted for the 2017-2018 Biennium:

- Housing;
- Climate Change Action;
- Completion of Milwaukie Bay Park.

Introduced and adopted by the City Council on **May 2, 2017**.

This resolution is effective immediately.

Mayor Gamba asked if any correspondence on the proposed Council goals had been received. **Ms. Ober** reported that staff had not received any correspondence and that members of the audience wished to address Council regarding the proposed goals. **Councilor Falconer** reported that State Senator Kathleen Taylor had sent an email to Council noting her support for the proposed Net Zero by 2040 goal. She read the email from Senator Taylor into the record:

Dear Mayor Gamba and Members of the Milwaukie City Council,

I urge your support for the creation of the Milwaukie Climate Action Plan and to establish the city's current carbon footprint. These are meaningful first steps toward the vital goal to become a Net Zero City by the year 2040, as described in the Milwaukie Vision.

I am disappointed that the Federal Government has rescinded previous executive orders aimed at regulating carbon emissions which also retracts funding for renewable energy. While the Oregon Legislature has proposed a variety of bills to address climate change at a state level, local municipalities cannot afford to wait. It is important to take bold steps now. Milwaukie, Oregon can become a leader on climate action and clean energy innovation.

Last month, I was heartened to see Multnomah County Chair Kafoury and Portland Mayor Wheeler announce the commitment to transition to 100 percent renewable energy by 2050. This proposed action plan would allow the City of Milwaukie to reach this target goal ten years before the City of Portland and Multnomah County,

joining 25 other U.S. cities that have made the pledge for 100 percent renewable energy.

I believe climate change is the issue of our time and establishing the Milwaukie Climate Action Plan presents an opportunity to take meaningful action to make Milwaukie completely sustainable. As the State Senator representing the City of Milwaukie, I applaud your leadership and implore each of the Milwaukie City Councilors to support this effort to establish the Milwaukie Climate Action Plan.

Sincerely,

State Senator Kathleen Taylor

Mayor Gamba reviewed the speaker procedures and noted that 3 members of the audience wished to address Council regarding the proposed goals.

Brad Reed, Milwaukie resident, expressed support for the proposed Net Zero by 2040 goal and discussed why moving toward clean energy is a necessary goal for Milwaukie.

Michael Hall, Milwaukie resident, expressed support for renewable energy and Council's proposed clean energy goal. He explained how environmental factors have affected his family and have informed his personal philosophy on daily living.

Laura Stevens, Oak Grove, Oregon, resident and Beyond Coal Organizer for the Sierra Club of Oregon, thanked Council for its leadership and discussed the work of the Sierra Club and the Oregon Climate Change Research Institute at Oregon State University (OSU) to document the impact of climate change. She submitted a list of 25 cities that had adopted renewable energy goals.

Mayor Gamba asked if there was any Council discussion on the proposed goals.

Councilor Parks wanted the public to understand that Council had considered a long list of projects and programs when selecting the proposed goals.

Councilor Parks and **Council President Batey** remarked on the importance of acknowledging that affordable housing can mean different things to different people and they noted that the City would be looking at a variety of housing types. **Mayor Gamba** commented on the findings of the recently completed Housing Needs Analysis (HNA) that had suggested the City needed to build attainable housing for working class people.

Councilor Abma concurred that Council had considered many good projects and programs in selecting goals and he thanked Mayor Gamba for the revised draft of the resolution. He expressed concern that the goals not unduly overburden staff and instead help prioritize the City's direction.

Mayor Gamba agreed that many good projects had not been selected to be goals. He noted that many previous goals were on their way to being completed, including a new library building, a new Kellogg Creek bridge, the Kronberg Park pathway, the Safe Access for Everyone (SAFE) program, and the development of the North Milwaukie Industrial Area (NMIA) and the Coho Point at Kellogg Creek property. He thanked staff for taking on the three proposed Council goals.

Council President Batey thanked Mayor Gamba for the revised resolution adopting Council's goals. She expressed concern about adopting a Net Zero goal before the new vision statement had been adopted. The group expressed agreement with Council President Batey's concern and staff noted that Council would be discussing the vision statement and action plan at future meetings. They considered a text change in the "Therefore" sentence under the Second Goal in Mayor Gamba's proposed revised resolution that would acknowledge the status of the vision statement.

Mayor Gamba reported that he had acquired and read several books about climate change and carbon reduction, and offered to share his reading material with Council. The group acknowledged their interest in reading the Mayor's recommended books.

It was moved by Councilor Parks and seconded by Councilor Abma to approve the Resolution adopting Council Goals for the 2017-2018 biennium as amended. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Abma and Mayor Gamba voting “aye.” [5:0]

RESOLUTION 52-2017:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ADOPTING COUNCIL GOALS FOR THE 2017-2018 BIENNIUM.

D. Council Input on Legislative, Regional, and County Issues

Ms. Ober reported that staff had forwarded information from TriMet to Council on the status of the transportation funding package being considered by the State Legislature.

Councilor Parks announced an upcoming candidate forum featuring candidates for the North Clackamas School District (NCSD) Board of Directors.

The group commented on the status of proposed legislation including the state transportation funding package and oil train regulations.

E. Council Reports

Councilor Abma commented on the efficiency of the Work Session held prior to the present Regular Session. He asked that staff work to ensure that Council is given enough time to consider ordinances. The group concurred with Councilor Abma.

Councilor Abma remarked on the pleasantness of Council members throughout the goal setting process. **Councilor Falconer** agreed and remarked on Council’s ability to discuss and disagree on policy choices while remaining respectful of each other.

Council President Batey noted upcoming events including the first First Friday of 2017, a free comic book event hosted by Dark Horse Comics, and the return of the Milwaukie Sunday Farmers Market. She announced that the Milwaukie Pioneer Cemetery Association was looking for volunteers to help clean up the cemetery.

Councilor Falconer provided a brief update on recent North Clackamas Social Needs Roundtable activities and projects. She relayed statistical information regarding student homelessness and the effect of homelessness on graduation rates in the NCSD and suggested that the data underscored the importance of Council’s housing goal. **Mayor Gamba** agreed with Councilor Falconer and remarked on the importance of addressing the housing crisis and homelessness in the community.

Ms. Ober provided a brief overview of why the City was conducting a community attitude survey and noted that staff would provide a report on the survey at a future Council meeting. She encouraged the public to participate in the online survey.

Council President Batey noted that there would be three big plant sales to support local non-profit groups on Saturday May 13, 2017.

7. INFORMATION

8. ADJOURNMENT

It was moved by Councilor Parks and seconded by Councilor Falconer to adjourn the Regular Session. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Abma and Mayor Gamba voting “aye.” [5:0]

Mayor Gamba moved to adjourn the regular session at 7:17 p.m.

Respectfully submitted,

Scott S. Stauffer, City Recorder

Mayor Mark Gamba called the Council meeting to order at 5:15 p.m.

Present: Council President Lisa Batey; Councilors Angel Falconer, Wilda Parks, Shane Abma

Staff: City Manager Ann Ober
City Recorder Scott Stauffer
Community Development Director Alma Flores
Engineering Director Charles Eaton
Finance Director Haley Fish
Public Works Director Gary Parkin
Economic Development Coordinator Amy Koski

Citizens Utility Advisory Board (CUAB) Annual Update and Utility Rate Discussion

Mr. Eaton introduced the report and **Vince Alvarez**, CUAB Chair, reviewed the proposed changes to the CUAB bylaws. The group discussed elements of the bylaws including meeting time, agenda and packet posting, and minutes.

Mr. Alvarez reviewed the proposed 2017-2018 CUAB work plan.

Mr. Eaton presented the utility rate forecasts. **Council President Batey** asked if the rate projections were based on current or estimated housing data. **Ms. Fish** reported that in-depth housing trend studies had not been done and **Mr. Alvarez** noted that the CUAB reviewed housing numbers annually.

Mayor Gamba expressed concern about lowering rates when the system's deferred maintenance needs may require additional funding. The group noted the type of joints used when installing water pipes. **Mr. Eaton** clarified that staff had not re-estimated the system fund forecasts since the Water Master Plan had been adopted in 2013.

The group discussed water usage rate structures, Public Works and Engineering staff workloads, and upcoming water system projects. They remarked on the feasibility of adjusting the current rate structure to ensure better user rate equity.

Mr. Eaton presented the wastewater fund forecast. **Council President Batey** and **Mr. Eaton** commented on the potential for rate fluctuations caused by Clackamas County Service District #1's (CCSD#1) construction of new treatment facilities.

Mayor Gamba and **Mr. Eaton** discussed the resiliency of the City's wastewater system and the possibility of requiring the installation of mechanical fittings. Staff reported that the City had used plastic joints when replacing aging clay pipes and the group remarked on the benefits of maintaining joints in the water system.

Council President Batey reported that she was fine with the recommended wastewater rate increase. She distributed a City memo from January 2009 that provided background information on the City's relationship with Clackamas County Water Environment Services (WES) and CCSD#1. She suggested the City should renegotiate its rate agreement with CCSD#1. **Mayor Gamba** and **Councilor Parks** commented on the financial impacts the current rate agreement had on Milwaukie rate payers when it took effect. **Council President Batey** and **Mr. Eaton** remarked on the constantly increasing cost of maintaining a water treatment system.

Mr. Eaton reviewed the Stormwater Fund Forecast. He noted that the stormwater fund had built-up a reserve and that there were expensive projects scheduled over the next several years. **Mayor Gamba**, **Mr. Alvarez**, and **Mr. Eaton** discussed projects on the Capital Improvement Plan (CIP) that were meant to increase the system's ability to treat stormwater and stop neighborhood flooding. They noted that Council had approved rate increases with the understanding that no projects would be deferred.

Mr. Eaton reported that the projects included in the 20-year CIP were on schedule and that the CUAB had recommended the stormwater rate increase be reduced because the fund had enough money to cover the scheduled projects. He remarked on the aggressive nature of the CIP given the size of the Engineering Department and **Ms. Ober** noted that staff would need time to further review and develop the CIP projects.

The group discussed the financial difference between the scheduled rate increase and proposed rate increase. They noted other fee and rate increases recently approved by Council and there was group consensus that a general review of the CIP would be appropriate. **Ms. Ober** remarked that staff would work to provide further analysis of the CIP in advance of the next budget adoption process in 2018.

The group discussed whether Council wanted to adjust the stormwater rate increase that would-be part of the Master Fee Schedule which was scheduled to be considered at the June 6, 2017 Regular Session. Staff confirmed that an assessment of the CIP could be done before the next budget process. **Mr. Alvarez** and **Ms. Ober** commented that the scheduled rate increase could be left in place while the CIP was reassessed.

Mr. Eaton and **Mayor Gamba** noted that the scheduled increase for the next fiscal year would be the same as the previous year's increase if not reduced. It was noted that there was Council agreement to leave the scheduled stormwater rate increase in place.

Mr. Eaton distributed and reviewed a handout showing the Transportation Fund Forecast. He explained that there were two scenarios for transportation funding, one included a rate adjustment to the Consumer Price Index (CPI) and one showing negative fund balances in future budget years. He noted the requirement to fund the Street Surface Maintenance Program (SSMP) and confirmed that the fund forecast did not include any additional revenue from State or County sources.

The group discussed the possibility of receiving additional transportation funding from the State or County and how such funds would be allocated by the City.

Mr. Eaton explained that the difference between the proposed transportation scenarios was whether the rate would be indexed to the CPI for the current year only or indexed to the CPI retro-actively to the beginning of the SSMP. He reported that the CUAB had recommended indexing the rate to the CPI retro-actively which would generate \$500,000 over a six-year period and would allow for residential street paving. He noted that the retro-active index scenario would increase rates from \$3.54 to \$4.06 per-month.

The group noted that Council had previously agreed to index the SSMP rate to the CPI annually and they discussed the possibility of the City receiving additional transportation funding from the State or County.

It was noted that the Study Session was no longer being broadcast live as of 6:43 p.m.

The group considered the projected monthly rate increases as recommended by the CUAB and noted that other cities in the region were considering similar actions. It was Council consensus to keep the stormwater rate increase at the scheduled 14.1% and accept the CUAB's recommended rates for the other funds.

North Milwaukie Industrial Area (NMIA) Zoning Clarification

Ms. Koski explained that the proposed NMIA Zone would be brought through the Planning Commission and that staff was looking for Council input about whether residential zoning should be allowed in the NMIA. She reviewed the employment, land use, and transportation goals of the NMIA project, noted the City's need for additional employment sites, and presented information on the proposed NMIA Zone that would combine existing Manufacturing-Tacoma Station Area (M-TSA) overlays and sub-areas.

The group reviewed currently allowed uses in the NMIA and what uses would be permitted in the new NMIA Zone. It was noted that the new zone would give property owners flexibility in developing commercial or industrial uses and that one property owner had expressed interest in mixed commercial and residential development.

The group remarked on the need to address the City's housing shortage without diminishing existing industrial areas. They noted the number of housing units being proposed across the City and discussed whether additional residential zoning in the NMIA is desirable or feasible given existing constraints in the area.

Councilor Falconer expressed support for the staff recommendation to change the current M-TSA zone subareas to allow additional flexibility for commercial uses.

Ms. Flores explained that staff's approach to the NMIA project had been to embrace the City's existing residential and employment balance while looking at ways to enhance the commercial benefits of the area. She reported that staff had not heard interest for residential zoning in the NMIA at the project's open house events.

Mayor Gamba remarked that he was on the fence as to whether residential zoning should be allowed in the NMIA, and discussed the conclusions of economic development reports previously presented to Council that suggested it would be challenging for developers to build new facilities in the NMIA. **Ms. Ober** remarked on the possibility of encouraging transitional projects that would help the NMIA become an area that developers would be interested in.

The group noted which property in the NMIA had been proposed for residential development and reviewed the zoning options Council could select if residential zoning were allowed. They discussed the possibility that a single residential property could lead to more requests for residential zoning and they noted the likelihood that increased residential density would require the area's transportation model to be re-evaluated.

Ms. Ober summarized that Council was asked to give feedback regarding residential zoning being allowed in the NMIA.

Councilor Parks noted she was not in support of residential zoning in the NMIA.

Councilor Falconer expressed support for expanding commercial and office space uses and not residential use in the M-TSA subareas.

Council President Batey suggested Council shouldn't change NMIA zoning over current concerns about the financial feasibility of development projects.

The group commented on possible alternative names for the NMIA and staff noted that the area's name and branding would be addressed in the project's final report.

Councilor Abma expressed support for not allowing residential zoning in the NMIA.

It was Council consensus to not allow residential zoning in the NMIA.

Ms. Ober reported that the City's new Public Works Director would start June 26, 2017.

Council President Batey asked if there were updates on the food cart pod. **Ms. Flores** noted that utility trench work would begin soon and be finished by the end of May 2017. She explained an opening date was hard to set due to the utility work and reported that staff had received interest from food carts wanting to locate in Milwaukie.

Mayor Gamba adjourned the Study Session at 7:27 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

Scott Stauffer, City Recorder



CITY OF MILWAUKIE

COUNCIL STAFF REPORT

RS 3. B.

6/6/17

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Jason Wachs, Community Programs Coordinator
From: Scott Stauffer, City Recorder, and
Amy Aschenbrenner, Administrative Specialist II
Subject: **Appointments to Boards and Commissions**

ACTION REQUESTED

Consider approving resolutions making appointments to City boards and commissions.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Appointments to City boards and commissions are made on an as-needed basis.

ANALYSIS

In February 2017, the Council established the City's Tree Board through Ordinance 2141. The proposed appointments for all 7 positions on the new Board are staggered per Ordinance 2141.

Authority to fill vacancies on City boards and commissions is granted to the Mayor and Council by Section 26 of the Milwaukie City Charter. Council and staff liaisons conduct interviews with interested applicants and provide appointment recommendations which are then considered by the entire Council. Appointed individuals serve for a term length determined by the Milwaukie Municipal Code (MMC). Upon the completion of a term, if the individual is still eligible to serve, they may be re-appointed with the Council's consent.

BUDGET IMPACTS

There are no fiscal impacts associated with the recommended actions.

WORKLOAD IMPACTS

There are no workload impacts associated with the recommended actions.

COORDINATION, CONCURRENCE, OR DISSENT

Staff and members of Council concur on the recommended actions.

STAFF RECOMMENDATION

Staff recommends appointing the following individuals.

Tree Board

Position	Name	Term Start Date	Term End Date
1	Zac Perry	6/6/2017	3/31/2018
2	Ley Garnett	6/6/2017	3/31/2018
3	Rebecca Ives	6/6/2017	3/31/2019
4	Andrew Taylor	6/6/2017	3/31/2019
5	Linda Carr	6/6/2017	3/31/2020
6	Ann Leenstra	6/6/2017	3/31/2020
7	Andrew Craig	6/6/2017	3/31/2020

ALTERNATIVES

Council could decline to make the recommended appointments.

ATTACHMENTS

1. Appointing Resolution

 CITY OF MILWAUKIE
COUNCIL **RESOLUTION No.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
MAKING APPOINTMENTS TO CITY BOARDS AND COMMISSIONS.**

WHEREAS, Milwaukie Charter Section 26 authorizes the Mayor, with the consent of the Council, to make appointments to City boards and commissions; and

WHEREAS, the Milwaukie Municipal Code (MMC) authorizes neighborhood district associations (NDAs) to nominate NDA residents to serve on certain City boards and commissions; and

WHEREAS, board and commission vacancies exist; and

WHEREAS, members of Council and staff recommend the following qualified individuals be appointed to City boards and commissions:

Tree Board

Position	Name	Term Start Date	Term End Date
1	Zac Perry	6/6/2017	3/31/2018
2	Ley Garnett	6/6/2017	3/31/2018
3	Rebecca Ives	6/6/2017	3/31/2019
4	Andrew Taylor	6/6/2017	3/31/2019
5	Linda Carr	6/6/2017	3/31/2020
6	Ann Leenstra	6/6/2017	3/31/2020
7	Andrew Craig	6/6/2017	3/31/2020

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the individuals named in this Resolution are hereby appointed to the identified boards and commissions of the City of Milwaukie for the term dates noted.

Introduced and adopted by the City Council on **June 6, 2017**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Scott Stauffer, City Recorder; Haley Fish, Finance Director
From: Gary Rebello, Human Resources Director

Date: 4/12/17 for the 6/6/17 RS

Subject: **Management/Non-Represented Cost of Living Adjustment (COLA)**

ACTION REQUESTED

Request Council approve a 2.5% management/non-represented COLA effective the first day of the pay period July 1, 2017.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The City Council has discretion whether to grant a COLA to management and other non-represented personnel. In addition to management, there are two non-represented staff (Payroll Specialist and HR Specialist) due to their roles in collective bargaining. The decision to grant the management COLA is not automatic and should be considered annually. In recent years, the Council has granted management and other non-represented staff the identical COLA as negotiated by American Federation of State County and Municipal Employees (AFSCME).

ANALYSIS

Both the AFSCME and MPEA (Milwaukie Police Employee's Association) contracts call for a 2.5% COLA to be effective with the first day of the pay period of July 1, 2017.

Management staff is currently about +/- 5% relative to the competitive market.

The 2016 CPI-U Portland was 2.1% (2H 2016 CPI-U was 2.6%). 2017 CPI-U is trending a bit higher. Salary increase rates will vary by jurisdiction, but will likely be in the 2.0 – 3.0% range.

BUDGET IMPACTS

The Milwaukie FY 2017-18 budget includes funds for a 2.5% COLA should Council decide to grant a management COLA.

WORKLOAD IMPACTS

None.

COORDINATION, CONCURRENCE, OR DISSENT

No dissent.

STAFF RECOMMENDATION

Approve as presented.

ALTERNATIVES

Hold current management salaries as is (no COLA) or grant an amount other than 2.5%.

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Mark Dye, Police Captain
From: Tim Salyers, Code Compliance Coordinator

Date: 5/22/2017 for 6/6/2017

Subject: **Resolution Authorizing the Chief of Police to re-enter into an Intergovernmental Agreement (IGA) with Clackamas County for use of the Community Corrections Work Crews.**

ACTION REQUESTED

Sign a Resolution Authorizing the Chief of Police to re-enter into an Intergovernmental Agreement (IGA) with Clackamas County for use of the Community Corrections Work Crews.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

On May 3, 2016, Council signed resolution 50-2016, which authorized the Chief of Police to enter into an IGA with Clackamas County for use of the Community Corrections Work Crews.

ANALYSIS

Clackamas County Community Corrections Work Crews (Work Crews) provide supervised work sites to those who are required by the courts, probation and parole staff, to work and give back to the community.

The work provided has been related to landscape maintenance in the right-of-way or within City properties not covered by the annual landscape maintenance contract. This program has been used in the past, as recently as this week.

The proposed IGA is in support of code enforcement work, as the areas maintained by the Work Crews, are areas commonly referred to as "No Man's Lands". Some areas are too difficult or too large to be safely maintained by adjoining property owners. By using the Work Crews instead of conducting Code Enforcement cases on certain individuals, it provides a goodwill atmosphere with our citizenry as well.

In the past we have also been able to supplement our abatement budget by using the crews on abatement projects, which has kept costs down for the Code Enforcement budget and the eventual lien placed on the property that was cleaned up.

The low cost (\$400/day) Work Crews consist of one staff member and a minimum of four clients per shift.

It is a low maintenance partnership for the City to join as the County provides complete management. The Code Compliance Coordinator provides the Work Crew Supervisor with the work areas and the work is completed shortly after that.

BUDGET IMPACTS

This work crew is already budgeted for approximately 27 days' worth of work per fiscal year.

WORKLOAD IMPACTS

This IGA benefits the workload for the Code Compliance Coordinator as work is simply scheduled with the County and it is taken care of shortly.

If this option was not available, compliance notices would be sent to citizens and other city departments generating more cases to track. Those notices could result in additional notices, citations, court appearances and abatement proceedings if compliance is not achieved.

COORDINATION, CONCURRENCE, OR DISSENT

The City Attorney's office, Finance and Police Administration have all reviewed the terms and concur.

STAFF RECOMMENDATION

Sign the Resolution.

ALTERNATIVES

None

ATTACHMENTS

1. Resolution
2. Original IGA with 2017 addendum



CITY OF MILWAUKIE

COUNCIL **RESOLUTION No.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CHIEF OF POLICE TO RE-ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY FOR USE OF THE COMMUNITY CORRECTIONS WORK CREWS.

WHEREAS, Clackamas County has a program that allows offenders to participate in work crews; and

WHEREAS, the work crews provide a positive experience for the offenders and the community benefits from restitution payments and work projects; and

WHEREAS, the program provides a service that is mutually beneficial for the City, performing work that prevents and removes code violations from occurring in the City; and

Now, Therefore, be it Resolved that the Chief of Police is authorized to re-enter into an Intergovernmental Agreement with Clackamas County for the purpose of utilizing the Community Corrections Work Crews.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
COMMUNITY CORRECTIONS DEPARTMENT
AND
CITY OF MILWAUKIE

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and City of Milwaukie (CITY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of providing supervised Community Corrections Work Crews (Work Crew) to perform general labor at sites under the control of City of Milwaukie.

II. Scope of Work and Cooperation

A. CITY agrees to:

1. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
2. Schedule Work Crew projects on a mutually agreed-upon schedule.

B. The COUNTY agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews.
2. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew is a minimum of twenty-four (24) labor hours.
3. Provide all basic tools to perform work. If special tools are required, they shall be provided by CITY.

III. Compensation

CITY agrees to pay \$400 per day for the services outlined in Section II.B.

Payments shall be made on the basis of requests for payment submitted as follows:

- A. COUNTY will bill CITY within the first week following the last working day of each calendar month in which is performed.
- B. CITY agrees to pay COUNTY within 30 days of the receipt of COUNTY invoice.

IV. Liaison Responsibility

Tim Salyers, 503-786-7409, or his designee will act as liaison from the CITY for this project. Ryan Brown, 503-650-8929 will act as liaison from the COUNTY.

V. Special Requirements

- A. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Subject to the limits of the Oregon Tort Claims Act, Article 11, Section 10 of the Oregon Constitution, COUNTY shall indemnify, defend and hold harmless CITY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of Corrections personnel acting pursuant to the terms of this agreement.
- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives, shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. No Work Crew provided under this Agreement shall be required to clean up any dump site when known or suspected hazardous materials are present.
- G. In the event the Work Crew discovers known or suspected hazardous materials at any work site, the Work Crew Supervisor shall immediately cease the activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.
- H. Independent Contractor Status. COUNTY is engaged under this Agreement as an independent contractor. COUNTY, its employees and members of the

INTERGOVERNMENTAL AGREEMENT

Page 3

Work Crews are not employees of CITY and are not eligible for any benefits through CITY.

- I. Personnel. COUNTY may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement
- J. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any dispute regarding this Agreement shall be brought in Clackamas County Circuit Court.

VI. Amendment

This Agreement may be amended at any time with the written concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This Agreement becomes effective upon contract execution and is scheduled to terminate June 30, 2017, but may be renewed for two (2) additional one (1) year periods upon written approval by both parties.

This Agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

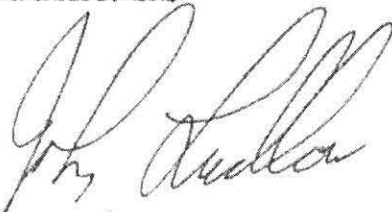
(Signature Page Attached)

INTERGOVERNMENTAL AGREEMENT
Page 4

DATED this 29 day of June, 2016.

CLACKAMAS COUNTY BOARD
OF COMMISSIONERS

Chair


Mary Baethke
Recording Secretary

D.3.

City of Milwaukie
10722 SE Main St
Milwaukie, OR 97222
503-786-7555


Authorized Signature

Steve Bartol - Chief of Police
Printed Name/Title

05-04-16
Date

Approved as to form


County Counsel

CITY OF MILWAUKIE AMENDMENT #1

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections and the City of Milwaukie for the provision of Community Service Work Crews.

This Amendment add language to the Special Requirements regarding indemnity.

AMEND:

V. Special Requirements

CHANGE TO READ:

- B. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, CITY agrees to indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of CITY, and CITY'S officers, agents and employees, in performance of this contract.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY agrees to indemnify, defend and hold harmless the CITY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of COUNTY, and COUNTY'S officers, agents and employees, in performance of this contract.

Subject to your review and approval, Clackamas County Requests a one (1) year renewal on the above mentioned contract which is currently set to terminate June 30th, 2017.

This will serve as the first of two renewals allowed under the terms of this Agreement.

This Amendment, when signed by the City of Milwaukie and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document. The scope of services will remain the same as described in the original agreement. Reimbursement for services will be \$400 per crew day. The contract term will be extended to July 1, 2017 through June 30, 2018.

Signature page to follow

CITY OF MILWAUKIE AMENDMENT #1

DATED this _____ day of _____

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

GOVERNMENTAL UNIT

City of Milwaukie
10722 SE Main St
Milwaukie, OR 97222
503-786-7555

Chair

Authorized Signature

Recording Secretary

Printed Name/Title

Date

Approved as to form

County Counsel



**Regular Session
Agenda Item No.**

6

Other Business

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Blanca Marston, Administrative Assistant (as to form) and
Chuck Eaton, Engineering Director
From: Gary Parkin, Public Works Director
Ronelle Sears, Public Works Supervisor
Subject: **Light Rail Maintenance Agreement**

ACTION REQUESTED

City Council approval to enter into an Intergovernmental Agreement between the City and the Tri-County Metropolitan Transportation District (TriMet) for maintenance of light rail project facilities (Agreement) granting approval to the City Manager to sign the Agreement.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

June 17, 2008: City Council approves a Memorandum of Understanding with TriMet that provides a framework for working together on the light rail project.

December 2, 2008: City Council approves Funding and Engineering Service Intergovernmental Agreements with TriMet for the Portland-Milwaukie Light Rail Project which includes provision for a Maintenance Agreement.

February 16, 2016: Work Session with City Council showing a draft Maintenance Agreement with TriMet for the Portland-Milwaukie Light Rail Project.

June 23, 2016: Study Session with City Council showing an updated draft of the Maintenance Agreement with TriMet for the Portland-Milwaukie Light Rail Project.

October 4, 2016: Regular Session with City Council reporting on the first year of Orange line operation includes a mention of the maintenance agreement.

ANALYSIS

At the last meeting with City Council relative to the maintenance agreement (October 4, 2016 Regular Session), staff discussed the progress made in the maintenance agreement. This agreement will govern maintenance responsibilities of the improvements constructed as part of the Orange line through Milwaukie. Included are street improvements, utilities, sidewalks, landscaping, street furniture and stormwater facilities that were installed or modified by the light rail construction.

Since that meeting, the maintenance agreement has been finalized with the incorporation of City review comments including the City's position on insecticide use. The exhibits have also been updated to address the City's comments.

The portrayal of the elements that are included in the Agreement exhibits are shown on plan sheets from the construction drawing with color-coded highlighting distinguishing the maintenance responsibilities among responsible parties including TriMet, the City (Public Works

Department and Facilities), the Railroad authority, North Clackamas Parks District, other service districts and private property owners.

BUDGET IMPACTS

The precise maintenance cost of the City's portion of the Light Rail project maintenance as defined by the Agreement is not known. The additional work is not overwhelming but stretches a workforce working full time already. The current budget includes anticipated increases in materials and services and the funds for an additional employee in the Stormwater division. Staff will assess the need for additional staffing in the future budget cycle. A rough estimate of the maintenance cost for the additional light rail related work follows:

The Street division (State Gas Tax fund) will maintain additional curbing, signals, signage and pavement markings. The additional work will be done with the existing crew and managed by slightly longer deployments as work is done in this area to cover the new elements and will require stretching maintenance cycles. The cost of material needed to care for the additional elements is estimated to increase the budget by about \$2,000/year.

Signal maintenance is contracted out to Clackamas County and the budget for their maintenance will be increased by \$3,000/year.

The Street division will also pick up the maintenance/replacement cost of the new street furniture added by the light rail project including six benches, thirty-one bollards, nine bike racks, five trash receptacles, the fire gate at Adams St, fencing and guard rail. The annual maintenance/replacement for the new furniture is estimated at \$5,000.

The total additional cost for the Street division will be about \$10,000/year (less than 1% of annual state gas tax funding)

The Water crew will inherit additional meters to the system as well as irrigation service lines and backflow assemblies. There are also impacts with the location of some water lines in the light rail rights-of-way. Permits and work processes that take additional time to complete will be required. The estimated budget impact for the Water division will be about \$2,000/year (less than 0.1% of annual water fees).

The Wastewater crew is mostly untouched. Mains under the tracks were replaced, improving the system and no additional infrastructure was added.

The Stormwater crew added treatment facilities, piping and manholes. The stormwater treatment facilities added for the light rail project double the number of those facilities currently in the system. The Stormwater Master Plan anticipated adding 1.4 to 2.1 Fulltime Employees (FTE) to the Stormwater crew. One FTE was added last year; the remaining need is attributable to the light rail improvements. The estimated cost to the Stormwater system is \$3,000/year for materials and \$40,000/year in personnel cost (less than 2% of annual storm fees).

The Facilities crew will inherit additional landscaping, fencing and walls. The cost to clean and maintain the pedestrian bridge will likely be borne by this group also. Landscaping is under contract and most of the other activities such as fence repair, graffiti removal and bridge maintenance will be contracted out. The landscaping contract will need to increase about 1% or \$1,000/year to cover the additional work. An estimate for the additional maintenance of the other items is \$3,000/year.

WORKLOAD IMPACTS

As noted above the light rail improvements increase the workload for Public Works. Except for some additional Stormwater help, the increased workload will be borne by existing crews. The Street crew bears the brunt of the additional workload and will adjust their work plan moving about 2 crew days per month from pavement maintenance activities to cover the additional work.

COORDINATION, CONCURRENCE, OR DISSENT

Community Development (previous Light Rail Construction Manager) and Public Works have reviewed the maintenance responsibilities specified in the Agreement and believe it to be a reasonable delegation of responsibilities.

The Agreement language has been reviewed by the City Attorney's office.

STAFF RECOMMENDATION

Staff recommends approval of the maintenance agreement for the clarity it provides.

ALTERNATIVES

A maintenance agreement is required. The City cannot unilaterally propose provisions that make the agreement more favorable to the City but can continue to propose changes. The City has intensely participated in the nearly yearlong development process of the agreement.

ATTACHMENTS

1. Resolution
2. Intergovernmental Agreement between TriMet and the City for the maintenance of light rail related project facilities (red-line showing recent edits)
3. Intergovernmental Agreement between TriMet and the City for the maintenance of light rail related project facilities (clean copy)
4. Link to exhibits C-I of the Maintenance Agreement here:
<https://www.milwaukieoregon.gov/publicworks/light-rail-maintenance-agreement>



CITY OF MILWAUKIE

COUNCIL **RESOLUTION No.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, TO APPROVE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF MILWAUKIE AND THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET) FOR MAINTENANCE OF PORTLAND-MILWAUKIE LIGHT RAIL FACILITIES.

WHEREAS, TriMet and the City were partners in the construction of the Portland-Milwaukie light rail project (the “orange” line); and

WHEREAS, construction of the project began in March 2011 and was operational in September 2015; and

WHEREAS, parties from the City and TriMet have determined a division of the maintenance responsibilities for the project’s facilities;

Now, Therefore, be it Resolved that City Council grants approval for the City Manager to enter an IGA with TriMet to provide for the maintenance responsibility of facilities related to the light rail line within the City of Milwaukie known as the orange line.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Scott S. Stauffer, City Recorder

City Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MILWAUKIE AND TRIMET
FOR MAINTENANCE OF PORTLAND-MILWAUKIE
LIGHT RAIL PROJECT FACILITIES**

TriMet Contract No. _____

THIS MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), a mass transit district, and the CITY OF MILWAUKIE ("City") (each a "Party" and collectively the "Parties") on this the ____ day of _____, 2017.

RECITALS

1. Pursuant to ORS Chapter 190, the parties have the authority to enter into this Agreement.
2. TriMet and the City were partners in constructing the Portland-Milwaukie Light Rail Project ("Project") from downtown Portland, through Milwaukie, to its terminus in unincorporated Clackamas County, as shown on Exhibit A (Project Alignment) and defined in Exhibit B (Portland-Milwaukie Light Rail Project Abbreviations and Definitions), both of which are attached hereto and incorporated herein by this reference.
3. Construction of the Project began in March 2011 and was substantially complete in June of 2015. The Project became fully operational in September 2015.
4. The Parties now desire to describe and agree to their respective permanent maintenance responsibilities in public rights-of-way ("ROW") affected by the Project.

NOW, THEREFORE, the Parties hereto desire to further define the Maintenance responsibilities for the portions of the Portland-Milwaukie Light Rail Project located within the limits of the City of Milwaukie.

**ARTICLE I
DIVISION OF MAINTENANCE RESPONSIBILITY**

- A. Definitions. Except as otherwise stated, all capitalized terms have the meaning described in Exhibit B.
- B. General Maintenance and Repair Responsibilities. In general, TriMet's Maintenance responsibilities extend to all Light Rail improvements and Project features located within the Transit Way. In general, the City's Maintenance responsibilities extend to all Street right-of-way features outside of the Transit Way, except as otherwise provided herein. ~~Exhibit C (Portland-~~

TriMet/City of Milwaukie
Portland-Milwaukie Light Rail Project Maintenance Agreement

~~Milwaukie Light Rail Project Asset List), which is attached hereto and incorporated herein by this reference, represents a list of PMLR assets requiring maintenance, and t~~The Parties agree to perform their maintenance responsibilities as further elaborated in this Agreement. Except as expressly set forth in this Agreement, the Parties have no intention to transfer any fundamental City or private party Maintenance obligation to TriMet, or any fundamental TriMet Maintenance obligation to City.

- C. Parties' Maintenance Responsibilities. Each Party's specific Maintenance responsibilities are set out in the drawings attached hereto as Exhibits ~~DC~~ - J, which are attached hereto and incorporated by this reference herein. Each Party shall perform any and all Maintenance work associated with a Project element set out in Exhibits ~~DC~~ - J for which that Party is responsible.
- D. Insecticide Use. The City has suspended the use of neonicotinoids and other bee-toxic systemic insecticides on all City properties. Maintenance activities performed as part of this Agreement shall not use products containing neonicotinoid or neonicotinoid-like insecticides, or plants treated with neonicotinoid or neonicotinoid-like insecticides.
- E. Retaining Walls on Private Property. Retaining walls built on private property as part of the Project will be the responsibility of the Abutting Property Owner (APO), unless otherwise noted in the Exhibits.
- F. Sidewalks, Planter Strips, and Street Trees. Sidewalks, Planter Strips located between the sidewalk and curb (as well as any landscaping behind the sidewalk), and Street Trees are the responsibility of the APO, as set out in Milwaukie Municipal Code Chapter 12.04 and 12.12. In the event the Milwaukie Municipal Code does not place responsibility on the APO, responsibility shall be as set forth in the Exhibits.
- G. Establishment Period Maintenance of Landscaping Installed by the Project. TriMet shall maintain all Landscaping and all irrigation systems installed to irrigate Landscaping during the establishment period, which period ~~began on February 22, 2015 and ended on February 21, 2017. begins upon TriMet's final acceptance of the Landscaping in accordance with the applicable contract and runs for two (2) years.~~ Except for Environmental Mitigation areas which are to be maintained and monitored by TriMet ~~until February 21, 2020 for a period of five (5) years.~~ Following the applicable establishment period, TriMet may abandon or relinquish such systems in place without further obligation for Maintenance responsibility.
- H. Long-Term Maintenance of Landscaping Installed by the Project. After the execution of this Agreement, the Landscape Maintenance responsibility for all Landscape features installed for the Project will be in accordance with responsibilities shown on Exhibit EF (Landscape Plans).
- I. General Cooperation for Facilities. In the event either Party engages in any Maintenance action that impacts Light Rail, Roadway operation, or any of the other Party's operating facilities, the applicable Party shall promptly restore such facilities.

J. Other Maintenance Agreements. The City has entered into other agreements related to maintenance of the Project, as follows:

- Public Sidewalk Crossing Agreements Between the City and the Union Pacific Railroad at the following locations: Mailwell Drive, SE 21st Avenue and SE Adams Street, SE Harrison Street, SE Monroe Street, and SE Washington Street.
- Memorandum of Understanding Between the City and Clackamas County for Traffic Signal Maintenance for 21st Avenue at Adams Street and 21st Avenue at Washington Street
- The following ODOT Crossing Orders:~~ADD CROSSING ORDERS~~
- SE Mailwell – RX1645
- SE Harrison – RX1646
- SE Monroe – RX1647
- SE 21st/Washington – RX1648
- SE 21st/Adams – RX1649
- SE Main (Lake) - RX1831
- —

These agreements are listed here for ease of reference, but are separate agreements that are governed by their own terms.

K. Access to TriMet Trackway. City personnel must not access the TriMet LRT ROW without TriMet permission, except in emergency situations. Required access to any City structures or right of way or features of shared responsibility within the LRT ROW must be coordinated with TriMet to assure the safety of personnel and coordination with passage of light rail trains. All maintenance and operation of light rail is to be accomplished from within Light Rail Trackway as delineated in the Continuing Control agreement and the Traffic Signal Maintenance for 21st Ave at Adams St & 21st Ave at Washington St MOU and Exhibit C of that MOU (Light Rail / Railroad Right of Way Access Procedures for Work after June 1, 2015.) to be executed by the Parties. All access to TriMet Light Rail Trackway by City or third parties acting for City must be coordinated through TriMet's Track Access Permit process.

L. Financial Reimbursement for Extraordinary Maintenance Conditions. Each Party agrees to make every reasonable effort to accommodate the other in the accomplishment of Maintenance activities contemplated by this Agreement. In the event both Parties agree that work to be performed is extraordinary, and subject to the availability and appropriation of funds, the City's Public Works Director and the TriMet Light Rail Manager of Maintenance of Way may negotiate reasonable reimbursement for such extraordinary work. This paragraph is not intended to entitle either Party to payment from the other for performing its obligations under this Agreement.

M. Party Representatives. The representatives of the Parties for routine correspondence and notices with regard to the obligations set forth in this Agreement will be:

If to TriMet:

Manager, Maintenance of Way
Ruby Junction Rail Operations Center
2222 N.W. Eleven-Mile Avenue
Gresham, OR 97030
(503) 962-8150

If to City:

Public Works Director
City of Milwaukie
6101 SE Johnson Creek Blvd
Milwaukie, OR 97206

Routine correspondence or notices must be made in a manner designed to provide notice as soon as possible under the circumstances, whether verbal or written. The Party Representatives shall use good faith efforts to confirm verbal notice or communication with written communication.

N. Effective Date. Unless otherwise set forth herein, each Party's maintenance obligations in this Agreement shall commence on September 12, 2015.

ARTICLE II GENERAL PROVISIONS

- A. Indemnification. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, each party ("Indemnitor") shall indemnify and hold the other party ("Indemnatee") and Indemnatee's agents, directors, officers, and employees, harmless from any and all liability, claim, loss, cost, or expense arising out of negligent actions or inactions by the Indemnitor under this Agreement.
- B. Duration of Agreement. This agreement shall be in full force and effect upon signatures of both Parties to this Agreement until this Agreement is terminated by law or by mutual written agreement.
- C. Laws of Oregon. This Agreement shall be governed by the laws of the State of Oregon as required by ORS Chapter 279, all relevant provisions of which shall be included in public contracts.
- D. Audit and Inspection of Records. The City and TriMet shall maintain cost records relating to any reimbursable work by either Party under this Agreement. All costs entitled to

reimbursement under this Agreement shall be allowable costs under the applicable Federal Transit Administration cost principles and guidelines for private parties. The City and TriMet shall maintain adequate records and shall permit authorized representatives of each Party hereto, the U.S. Department of Transportation, or the Comptroller General of the United States to inspect and audit all work, books, accounts, and other data relating to this Agreement.

- E. Adherence to Law. The City and TriMet shall adhere to all applicable laws governing their respective relationships with employees, including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and minimum and prevailing wage requirements.
- F. Successors and Assigns. The interests, rights, and benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the Parties hereto.
- G. Modification of Agreement. No waiver, consent, modification, change, or amendment to the terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Any waiver, consent, modification, change, or amendment shall be effective for the specific purposes described and set forth in writing and signed by an authorized representative of each Party. The Parties agree that any future agreements related to maintenance of the Project will be documented via an amendment to this Agreement instead of the execution of a separate agreement.
- H. Notice. All notices provided for hereunder shall be in writing and sufficient if deposited in U.S. mail, or if sent by facsimile with electronic confirmation to a fax number provided by the respective Parties. If sent via mail, the notice shall be addressed to the Parties as set forth below, or to such representatives and addresses as the Parties may designate by written notice to the other Party:

If to TriMet:

Legal Department
1800 SW First Avenue, Ste. 300
Portland, OR 97201
Fax No. 503-962-3095

If to the City of Milwaukie:

City Manager
City of Milwaukie
10722 SE Main Street
Milwaukie, OR 97222

- I. Severability. If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- J. No Partnership. Nothing in this Agreement, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the parties to this Agreement.
- K. No Third Party Beneficiaries. The Parties have identified third parties named in this Agreement. However, such Parties, and any other party, are not intended to be third party beneficiaries.
- L. Dispute Resolution. Any dispute of the parties relating to interpretation or enforcement of the provisions of this Agreement shall be resolved in accordance with the provisions of this Paragraph.
 - a. Authorized Representatives. If a controversy, dispute or claim should arise, the Party Representatives will meet at least once to attempt to resolve the matter. Either Party Representative may request the other to meet within 14 days, at a mutually agreed time and place.
 - b. Senior Executives. If the matter has not been resolved within 20 days of their first meeting, the Party Representatives shall refer the matter to senior department or bureau executives, who shall have authority to settle the dispute. The Senior Executives shall meet within 14 days of the end of the 20 day period referred to in this paragraph. If the Senior Executives agree that it will be useful, they may prepare and exchange memoranda stating the issues in dispute and their positions, summarizing the negotiations that have taken place and attaching relevant documents.
 - c. Mediation/Litigation. If the matter has not been resolved within 30 days of the meeting of the Senior Executives, the Parties will attempt in good faith to resolve the controversy or claim by mediation. If the Parties cannot agree on the timing or procedure of the mediation or the mediator within 30 days after the meeting of the Senior Executives, either Party shall have the right to seek any legal remedies available to the aggrieved party.

This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of the day and year the first stated herein.

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON**

CITY OF MILWAUKIE

By: _____
Steven D. Witter
Executive Director, Capital Projects

By: _____

Date: _____

Date: _____

Approved as to Form

Approved as to Form

For TriMet

For City of Milwaukie

Counsel for TriMet

City Attorney

Exhibit List

Exhibit A – Project Alignment

Exhibit B – Abbreviations and Definitions

Exhibit C – ~~PMLR Asset List~~ Lighting Responsibility Color Coded Drawings

Exhibit D – Walls, Fencing, & Amenities Responsibility Color Coded Drawings

Exhibit E – Landscaping Responsibility Color Coded Drawings

Exhibit F – Signage and Pavement Markings Color Coded Drawings

Exhibit G – Traffic Signals Color Coded Drawings

Exhibit H – Utilities Color Coded Drawings

Exhibit I – Asphalt and Concrete Color Coded Drawings

Exhibit J – TriMet Systems Color Coded Drawings

~~Exhibit D – Lighting Responsibility Color Coded Plan Set~~

~~Exhibit E – Sound/Retaining Walls, Fence & Amenities Responsibility Color Coded Plan Set~~

~~Exhibit F – Landscape Responsibility Color Coded Plan Set~~

~~Exhibit G – Traffic Signal Responsibility Color Coded Plan Set~~

~~Exhibit H – Asphalt and Concrete Responsibility Color Coded Plan Set~~

~~Exhibit I – Utility Responsibility Color Coded Plan Set~~

~~Exhibit J – Signage and Pavement Markings Responsibility Color Coded Plan Set~~

TriMet/City of Milwaukie
Portland-Milwaukie Light Rail Project Maintenance Agreement

Exhibit B

PORTLAND-MILWAUKIE LIGHT RAIL PROJECT ABBREVIATIONS AND DEFINITIONS

- I. Abbreviations – The following abbreviations or phrases shall have the meanings assigned below:

MUTCD	Manual of Uniform Traffic Control Devices
PMLR	Portland-Milwaukie Light Rail
ROW	Right of Way

- II. Definitions – The following terms when capitalized in the Agreement will have the meanings assigned below:

Abutting Property Owner – Owner of land adjoining any street in the City

Betterment – Construction work that was not part of the Project scope, but was constructed at the same time as the Project by a Project construction contractor. Betterment work was performed by a Project contractor under contract with TriMet and paid for by an entity other than TriMet.

City Right of Way – The areas under the jurisdiction of the City in accordance with City code.

Extraordinary Maintenance Condition – means any maintenance condition whether emergency or non-emergency that results in unexpected, non-routine labor or material cost to the affected party which cannot be remedied in the normal maintenance schedule and that creates an unreasonable risk if left to the ordinary maintenance schedule.

General Maintenance and Repair – The activities required to keep and maintain the described facility in good operating condition, including any activity associated with the division of responsibilities set forth in this Agreement related to upkeep and repair of damage due to any cause other than Extraordinary Maintenance Condition.

Landscape and Landscaping – refers to all areas where plant materials were installed as part of the Project, including irrigation equipment, EXCEPT, any areas where plant materials or irrigation equipment were installed solely as permit-required wetland or other environmental mitigation, or solely as permit-required erosion control.

Light Rail – refers to light rail, light rail vehicles, the rail for such vehicles and all components of the rail system for the Project, including, but not limited to, facilities, systems, features, equipment, installations, crossings and associated lighting, and landscaping in support of the Light Rail Project.

Light Rail Transit (LRT) – refers to electrified steel-wheel-on-steel-rail-based public transportation system.

Maintenance – refers to any activity necessary to maintain Project features in good operating condition, including any activity associated with ordinary upkeep, litter or graffiti removal, and repair of physical damage due to any cause.

Project – The Portland-Milwaukie Light Rail Project extends from Portland State University in downtown Portland to the Park Avenue Park and Ride in unincorporated Clackamas County. The Project includes 7.3 miles of light rail track, stations, overhead wiring and other necessary capital elements and amenities. The Project includes ten stations, eight in the City of Portland, one in the City of Milwaukie, and one in unincorporated Clackamas County, as further illustrated on Exhibit A.

Roadway – The portion of City ROW reserved for public vehicular travel.

Sidewalk Area – The area adjacent to a Street identified for pedestrians and generally identified by a concrete pathway.

Station – The area within the public right of way or Sidewalk Area identified as a stop for Light Rail trains where transit patrons board and disembark Light Rail Transit.

Street – The area within the public right-of-way that is identified for vehicular traffic and controlled by traffic control signals and signs.

Structures – The overpasses, bridges and viaducts on the Project, as follows (north to south):

- Harbor Viaduct
- Tilikum Crossing Bridge
- SE 17th Ave-Powell Blvd Ramp (auto/ped/bike version)
- Powell Blvd Light Rail Overpass
- Rhine-Lafayette Pedestrian Overpass
- Tacoma-McLoughlin Ramp Viaduct
- Tacoma Park & Ride North Access Rd
- Johnson Creek Milwaukie Light Rail Bridge
- Tillamook Light Rail Viaduct
- Kellogg Light Rail Bridge

Trackway – The area designated for travel by Light Rail trains.

Transit Way – The area designated primarily for use by Transit Vehicles.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF MILWAUKIE AND TRIMET
FOR MAINTENANCE OF PORTLAND-MILWAUKIE
LIGHT RAIL PROJECT FACILITIES**

TriMet Contract No. _____

THIS MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), a mass transit district, and the CITY OF MILWAUKIE ("City") (each a "Party" and collectively the "Parties") on this the ____ day of _____, 2017.

RECITALS

1. Pursuant to ORS Chapter 190, the parties have the authority to enter into this Agreement.
2. TriMet and the City were partners in constructing the Portland-Milwaukie Light Rail Project ("Project") from downtown Portland, through Milwaukie, to its terminus in unincorporated Clackamas County, as shown on Exhibit A (Project Alignment) and defined in Exhibit B (Portland-Milwaukie Light Rail Project Abbreviations and Definitions), both of which are attached hereto and incorporated herein by this reference.
3. Construction of the Project began in March 2011 and was substantially complete in June of 2015. The Project became fully operational in September 2015.
4. The Parties now desire to describe and agree to their respective permanent maintenance responsibilities in public rights-of-way ("ROW") affected by the Project.

NOW, THEREFORE, the Parties hereto desire to further define the Maintenance responsibilities for the portions of the Portland-Milwaukie Light Rail Project located within the limits of the City of Milwaukie.

**ARTICLE I
DIVISION OF MAINTENANCE RESPONSIBILITY**

- A. Definitions. Except as otherwise stated, all capitalized terms have the meaning described in Exhibit B.
- B. General Maintenance and Repair Responsibilities. In general, TriMet's Maintenance responsibilities extend to all Light Rail improvements and Project features located within the Transit Way. In general, the City's Maintenance responsibilities extend to all Street right-of-way features outside of the Transit Way, except as otherwise provided herein. The Parties agree to

TriMet/City of Milwaukie
Portland-Milwaukie Light Rail Project Maintenance Agreement

perform their maintenance responsibilities as further elaborated in this Agreement. Except as expressly set forth in this Agreement, the Parties have no intention to transfer any fundamental City or private party Maintenance obligation to TriMet, or any fundamental TriMet Maintenance obligation to City.

- C. Parties' Maintenance Responsibilities. Each Party's specific Maintenance responsibilities are set out in the drawings attached hereto as Exhibits C - J, which are attached hereto and incorporated by this reference herein. Each Party shall perform any and all Maintenance work associated with a Project element set out in Exhibits C - J for which that Party is responsible.
- D. Insecticide Use. The City has suspended the use of neonicotinoids and other bee-toxic systemic insecticides on all City properties. Maintenance activities performed as part of this Agreement shall not use products containing neonicotinoid or neonicotinoid-like insecticides, or plants treated with neonicotinoid or neonicotinoid-like insecticides.
- E. Retaining Walls on Private Property. Retaining walls built on private property as part of the Project will be the responsibility of the Abutting Property Owner (APO), unless otherwise noted in the Exhibits.
- F. Sidewalks, Planter Strips, and Street Trees. Sidewalks, Planter Strips located between the sidewalk and curb (as well as any landscaping behind the sidewalk), and Street Trees are the responsibility of the APO, as set out in Milwaukie Municipal Code Chapter 12.04 and 12.12. In the event the Milwaukie Municipal Code does not place responsibility on the APO, responsibility shall be as set forth in the Exhibits.
- G. Establishment Period Maintenance of Landscaping Installed by the Project. TriMet shall maintain all Landscaping and all irrigation systems installed to irrigate Landscaping during the establishment period, which period began on February 22, 2015 and ended on February 21, 2017, except for Environmental Mitigation areas which are to be maintained and monitored by TriMet until February 21, 2020. Following the applicable establishment period, TriMet may abandon or relinquish such systems in place without further obligation for Maintenance responsibility.
- H. Long-Term Maintenance of Landscaping Installed by the Project. After the execution of this Agreement, the Landscape Maintenance responsibility for all Landscape features installed for the Project will be in accordance with responsibilities shown on Exhibit E (Landscape Plans).
- I. General Cooperation for Facilities. In the event either Party engages in any Maintenance action that impacts Light Rail, Roadway operation, or any of the other Party's operating facilities, the applicable Party shall promptly restore such facilities.
- J. Other Maintenance Agreements. The City has entered into other agreements related to maintenance of the Project, as follows:

- Public Sidewalk Crossing Agreements Between the City and the Union Pacific Railroad at the following locations: Mailwell Drive, SE 21st Avenue and SE Adams Street, SE Harrison Street, SE Monroe Street, and SE Washington Street.
- Memorandum of Understanding Between the City and Clackamas County for Traffic Signal Maintenance for 21st Avenue at Adams Street and 21st Avenue at Washington Street
- The following ODOT Crossing Orders:
 - SE Mailwell – RX1645
 - SE Harrison – RX1646
 - SE Monroe – RX1647
 - SE 21st/Washington – RX1648
 - SE 21st/Adams – RX1649
 - SE Main (Lake) - RX1831

These agreements are listed here for ease of reference, but are separate agreements that are governed by their own terms.

K. Access to TriMet Trackway. City personnel must not access the TriMet LRT ROW without TriMet permission, except in emergency situations. Required access to any City structures or right of way or features of shared responsibility within the LRT ROW must be coordinated with TriMet to assure the safety of personnel and coordination with passage of light rail trains. All maintenance and operation of light rail is to be accomplished from within Light Rail Trackway as delineated in the Continuing Control agreement and the Traffic Signal Maintenance for 21st Ave at Adams St & 21st Ave at Washington St MOU and Exhibit C of that MOU (Light Rail / Railroad Right of Way Access Procedures for Work after June 1, 2015.) to be executed by the Parties. All access to TriMet Light Rail Trackway by City or third parties acting for City must be coordinated through TriMet's Track Access Permit process.

L. Financial Reimbursement for Extraordinary Maintenance Conditions. Each Party agrees to make every reasonable effort to accommodate the other in the accomplishment of Maintenance activities contemplated by this Agreement. In the event both Parties agree that work to be performed is extraordinary, and subject to the availability and appropriation of funds, the City's Public Works Director and the TriMet Light Rail Manager of Maintenance of Way may negotiate reasonable reimbursement for such extraordinary work. This paragraph is not intended to entitle either Party to payment from the other for performing its obligations under this Agreement.

M. Party Representatives. The representatives of the Parties for routine correspondence and notices with regard to the obligations set forth in this Agreement will be:

If to TriMet:

Manager, Maintenance of Way

TriMet/City of Milwaukie
Portland-Milwaukie Light Rail Project Maintenance Agreement

Ruby Junction Rail Operations Center
2222 N.W. Eleven-Mile Avenue
Gresham, OR 97030
(503) 962-8150

If to City:

Public Works Director
City of Milwaukie
6101 SE Johnson Creek Blvd
Milwaukie, OR 97206

Routine correspondence or notices must be made in a manner designed to provide notice as soon as possible under the circumstances, whether verbal or written. The Party Representatives shall use good faith efforts to confirm verbal notice or communication with written communication.

N. Effective Date. Unless otherwise set forth herein, each Party's maintenance obligations in this Agreement shall commence on September 12, 2015.

ARTICLE II GENERAL PROVISIONS

- A. Indemnification. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, each party ("Indemnitor") shall indemnify and hold the other party ("Indemnatee") and Indemnatee's agents, directors, officers, and employees, harmless from any and all liability, claim, loss, cost, or expense arising out of negligent actions or inactions by the Indemnitor under this Agreement.
- B. Duration of Agreement. This agreement shall be in full force and effect upon signatures of both Parties to this Agreement until this Agreement is terminated by law or by mutual written agreement.
- C. Laws of Oregon. This Agreement shall be governed by the laws of the State of Oregon as required by ORS Chapter 279, all relevant provisions of which shall be included in public contracts.
- D. Audit and Inspection of Records. The City and TriMet shall maintain cost records relating to any reimbursable work by either Party under this Agreement. All costs entitled to reimbursement under this Agreement shall be allowable costs under the applicable Federal Transit Administration cost principles and guidelines for private parties. The City and TriMet shall maintain adequate records and shall permit authorized representatives of each Party hereto, the U.S. Department of Transportation, or the Comptroller General of the United States to inspect and audit all work, books, accounts, and other data relating to this Agreement.

- E. Adherence to Law. The City and TriMet shall adhere to all applicable laws governing their respective relationships with employees, including, but not limited to, laws, rules, regulations, and policies concerning workers' compensation and minimum and prevailing wage requirements.
- F. Successors and Assigns. The interests, rights, and benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors and assigns of the Parties hereto.
- G. Modification of Agreement. No waiver, consent, modification, change, or amendment to the terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Any waiver, consent, modification, change, or amendment shall be effective for the specific purposes described and set forth in writing and signed by an authorized representative of each Party. The Parties agree that any future agreements related to maintenance of the Project will be documented via an amendment to this Agreement instead of the execution of a separate agreement.
- H. Notice. All notices provided for hereunder shall be in writing and sufficient if deposited in U.S. mail, or if sent by facsimile with electronic confirmation to a fax number provided by the respective Parties. If sent via mail, the notice shall be addressed to the Parties as set forth below, or to such representatives and addresses as the Parties may designate by written notice to the other Party:

If to TriMet:

Legal Department
1800 SW First Avenue, Ste. 300
Portland, OR 97201
Fax No. 503-962-3095

If to the City of Milwaukie:

City Manager
City of Milwaukie
10722 SE Main Street
Milwaukie, OR 97222

- I. Severability. If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

- J. No Partnership. Nothing in this Agreement, nor any acts of the parties hereto, shall be deemed or construed by the parties hereto, or any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the parties to this Agreement.
- K. No Third Party Beneficiaries. The Parties have identified third parties named in this Agreement. However, such Parties, and any other party, are not intended to be third party beneficiaries.
- L. Dispute Resolution. Any dispute of the parties relating to interpretation or enforcement of the provisions of this Agreement shall be resolved in accordance with the provisions of this Paragraph.
- a. Authorized Representatives. If a controversy, dispute or claim should arise, the Party Representatives will meet at least once to attempt to resolve the matter. Either Party Representative may request the other to meet within 14 days, at a mutually agreed time and place.
 - b. Senior Executives. If the matter has not been resolved within 20 days of their first meeting, the Party Representatives shall refer the matter to senior department or bureau executives, who shall have authority to settle the dispute. The Senior Executives shall meet within 14 days of the end of the 20 day period referred to in this paragraph. If the Senior Executives agree that it will be useful, they may prepare and exchange memoranda stating the issues in dispute and their positions, summarizing the negotiations that have taken place and attaching relevant documents.
 - c. Mediation/Litigation. If the matter has not been resolved within 30 days of the meeting of the Senior Executives, the Parties will attempt in good faith to resolve the controversy or claim by mediation. If the Parties cannot agree on the timing or procedure of the mediation or the mediator within 30 days after the meeting of the Senior Executives, either Party shall have the right to seek any legal remedies available to the aggrieved party.

This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of the day and year the first stated herein.

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON**

CITY OF MILWAUKIE

By: _____
Steven D. Witter
Executive Director, Capital Projects

By: _____

Date: _____

Date: _____

Approved as to Form

Approved as to Form

For TriMet

For City of Milwaukie

Counsel for TriMet

City Attorney

Exhibit List

- Exhibit A – Project Alignment
- Exhibit B – Abbreviations and Definitions
- Exhibit C – Lighting Responsibility Color Coded Drawings
- Exhibit D – Walls, Fencing, & Amenities Responsibility Color Coded Drawings
- Exhibit E – Landscaping Responsibility Color Coded Drawings
- Exhibit F – Signage and Pavement Markings Color Coded Drawings
- Exhibit G – Traffic Signals Color Coded Drawings
- Exhibit H – Utilities Color Coded Drawings
- Exhibit I – Asphalt and Concrete Color Coded Drawings
- Exhibit J – TriMet Systems Color Coded Drawings

Exhibit B

PORTLAND-MILWAUKIE LIGHT RAIL PROJECT ABBREVIATIONS AND DEFINITIONS

- I. Abbreviations – The following abbreviations or phrases shall have the meanings assigned below:

MUTCD	Manual of Uniform Traffic Control Devices
PMLR	Portland-Milwaukie Light Rail
ROW	Right of Way

- II. Definitions – The following terms when capitalized in the Agreement will have the meanings assigned below:

Abutting Property Owner – Owner of land adjoining any street in the City

Betterment – Construction work that was not part of the Project scope, but was constructed at the same time as the Project by a Project construction contractor. Betterment work was performed by a Project contractor under contract with TriMet and paid for by an entity other than TriMet.

City Right of Way – The areas under the jurisdiction of the City in accordance with City code.

Extraordinary Maintenance Condition – means any maintenance condition whether emergency or non-emergency that results in unexpected, non-routine labor or material cost to the affected party which cannot be remedied in the normal maintenance schedule and that creates an unreasonable risk if left to the ordinary maintenance schedule.

General Maintenance and Repair – The activities required to keep and maintain the described facility in good operating condition, including any activity associated with the division of responsibilities set forth in this Agreement related to upkeep and repair of damage due to any cause other than Extraordinary Maintenance Condition.

Landscape and Landscaping – refers to all areas where plant materials were installed as part of the Project, including irrigation equipment, EXCEPT, any areas where plant materials or irrigation equipment were installed solely as permit-required wetland or other environmental mitigation, or solely as permit-required erosion control.

Light Rail – refers to light rail, light rail vehicles, the rail for such vehicles and all components of the rail system for the Project, including, but not limited to, facilities, systems, features, equipment, installations, crossings and associated lighting, and landscaping in support of the Light Rail Project.

Light Rail Transit (LRT) – refers to electrified steel-wheel-on-steel-rail-based public transportation system.

Maintenance – refers to any activity necessary to maintain Project features in good operating condition, including any activity associated with ordinary upkeep, litter or graffiti removal, and repair of physical damage due to any cause.

Project – The Portland-Milwaukie Light Rail Project extends from Portland State University in downtown Portland to the Park Avenue Park and Ride in unincorporated Clackamas County. The Project includes 7.3 miles of light rail track, stations, overhead wiring and other necessary capital elements and amenities. The Project includes ten stations, eight in the City of Portland, one in the City of Milwaukie, and one in unincorporated Clackamas County, as further illustrated on Exhibit A.

Roadway – The portion of City ROW reserved for public vehicular travel.

Sidewalk Area – The area adjacent to a Street identified for pedestrians and generally identified by a concrete pathway.

Station – The area within the public right of way or Sidewalk Area identified as a stop for Light Rail trains where transit patrons board and disembark Light Rail Transit.

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Structures – The overpasses, bridges and viaducts on the Project, as follows (north to south):

- Harbor Viaduct
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- Powell Blvd Light Rail Overpass
- Rhine-Lafayette Pedestrian Overpass
- Tacoma-McLoughlin Ramp Viaduct
- Tacoma Park & Ride North Access Rd
- Johnson Creek Milwaukie Light Rail Bridge
- Tillamook Light Rail Viaduct
- Kellogg Light Rail Bridge

Trackway – The area designated for travel by Light Rail trains.

Transit Way – The area designated primarily for use by Transit Vehicles.

To: Mayor and City Council
Through: Ann Ober, City Manager
Reviewed: Mitch Nieman, Assistant to City Manager
From: Tristan Sewell, Climate Action Planning Intern

Date: Friday, June 02, 2017

Subject: **Climate Action Plan Scope of Work and Goals**

ACTION REQUESTED

Define the scope of work, goals, resources, and deliverables to guide development of a climate action plan (CAP).

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

March 2017 – staff contracted with the Toulon School of Urban Studies and Planning at Portland State University to hire a graduate student to help outline the city's first CAP. Tristan Sewell is scheduled to work an average of 12 hours a week until December 31, 2017.

April 2017 – Council adopted a goal to develop a CAP and establish a baseline greenhouse gas (GHG) inventory.

Definitions

Greenhouse gas (GHG): any gas emitted which contributes to Earth's atmospheric greenhouse effect and thereby climate change. Anthropogenic greenhouse gasses originate from human activity. Some greenhouse gasses naturally occur. The Kyoto Protocol recognizes the following gasses as contributors to anthropogenic climate change: carbon dioxide (CO₂); methane (CH₄); nitrous oxide (N₂O); hydrofluorocarbons (HFCs); perfluorocarbons (PFCs); sulfur hexafluoride (SF₆). For simplicity, GHGs other than CO₂ get converted into CO₂ equivalent (CO₂e) via their global warming potential (GWP) – their relative strength and longevity as a greenhouse gas.

Greenhouse gas inventory (GHG inventory): an accounting of anthropogenic GHG emissions of an entity, such as an organization, community, or household. For our purposes, ICLEI's (formerly International Council for Local Environmental Initiatives, now Local Governments for Sustainability) US Community Protocol guides the inventorying of GHGs. The Community Protocol establishes norms in reporting and standardizes results to ensure comparable inventories result. Portions of GHG inventories are approximated, so the Community Protocol provides standard methods for these calculations. The Community Protocol requires a minimum inclusion of GHG sources and recommends inclusion of most others, all while providing recommended methods and alternatives should the recommended method be unavailable for any reason.

ICLEI's required 5 basic activities are:

- Use of electricity by the community
- Use of fuel in residential and commercial stationary combustion equipment
- On-road passenger and freight motor vehicle travel
- Use of energy in potable water and wastewater treatment and distribution
- Generation of solid waste by the community

Carbon offsets: methods for sequestering atmospheric CO₂ to offset inevitable anthropogenic GHG emissions. These offsets must be market additional, meaning they would not have otherwise occurred without the additional investment. Some examples include tree planting and land conservation, investing in emissions reductions or efficiency gains for other entities, or emissions source retirement.

Scope: the boundary and ownership of GHG emission sources. The Environmental Protection Agency (EPA) defines Scope I emissions as those that originate directly from the inventoried entity. Sometimes called direct emissions, typical examples include stationary fuel consumption, land use, in-boundary waste, in-boundary transportation, etc. Scope II, or indirect emissions stem from grid-supplied energy, which is owned by energy companies, but produced on behalf of its customers. Scope III emissions, or induced emissions, result from purchased goods, out-of-boundary waste disposal, out-of-boundary transportation, and energy transmission and distribution losses.

Climate action plan (CAP): a planning document to guide an entity to climate change mitigation and preparation goal(s). This includes both greenhouse gas emissions reduction, and a resilience and adaptation element to minimize risks from climate change.

For a local government, CAPs are either operations-only or community-wide (which includes government operations). The EPA established a [Local Climate Action Framework](#) under the Obama administration. Its steps were:

- Develop a GHG inventory;
- Communicate with the community and seek partners;
- Set goals and select actions;
- Obtain resources;
- Take action;
- Track and report results.

These plans look at all contributing factors to our footprint, including electricity, gas and vehicular/motor combustion. From there, the process reiterates as the CAP is updated.

Resilience: the ability of an entity to resist external threats. In our context, it is an entity's ability to resist the threats of a changing climate.

Adaptation: the ability of an entity to adapt to threats – specifically the threats of climate change, in our context.

Renewable energy: Oregon Revised Statute 469A.025 defines renewable energy as electricity generated by wind, solar photovoltaic and thermal, tidal, and ocean or geothermal sources. With

limitations or specific requirements, biomass, low-impact hydropower, waste incineration, and hydrogen can also qualify.

Climate Neutrality: emitting no *net* GHGs by way of emissions mitigation and/or sequestration. Because some level of GHG emissions cannot be avoided in human activity, offsetting or sequestration becomes inevitable for most entities, depending on scoping.

Background

Climate action falls on local governments due to the evolution of American environmental policy and federal inaction. Climate change threatens the profitability of those who maintain the status quo, leaving two options: maximize profits for the short term or mitigate and adapt.

In the 1970s, the modern Environmental movement began with the passage of the Clean Water and Clean Air Acts. This work was highly focused on a regulatory structure. Over the next 30 years, new programs focused on partnerships between the EPA and companies. During the Obama administration, that work shifted towards what we now call the Sustainability movement. This work is focused far more locally due to difficulty at the federal level in moving programming forward and due to an understanding that local nuances should be considered while programming is developed.

The Obama Administration also focused internationally, working with leaders from across the world to reduce emissions and while commitments like the COP21 Paris agreement push nations to act, the lack of regulatory ‘teeth’ produces underwhelming progress. The current federal administration has taken substantial steps towards limiting the power and authority of the Environmental Protection Agency and appointed climate change antagonists to the cabinet. On June 1st, 2017, President Trump pulled the United States out of the Paris agreement. This substantial departure from the last administration created a chilling effect on climate work within the federal system¹.

Oregon is working to reduce the State's impact through a statewide goal to reduce GHG emissions to 75% below 1990 levels by 2040 ([House Bill 3543](#)). Additionally, the state Land Conservation and Development Commission adopted a target of reducing metropolitan light vehicle travel emissions by 20% per capita by 2035 and potentially also light trucks 17-21% per capita by the same year ([Oregon Administrative Rule 660 – 044](#)).

Milwaukie joins several other communities locally and nationally by developing a CAP. No universal boilerplate climate action plan exists. Instead, it is recommended that communities learn from each other's mitigation methods and planning processes. Combatting climate change at the local scale benefits from visible progress, localized knowledge, and specificity of approach. By creating its own plan, Milwaukie can develop solutions that address the city's strengths and weaknesses.

Vision Action Items Related to this Goal

The CAP addresses all pieces of our greenhouse gas emissions. Because Council decided that this plan should include everything within our city boundaries, the transportation of goods and

¹ Daniel A. Mazmanian and Michael E. Kraft
in *Toward Sustainable Communities*
Published by The MIT Press
Published in print March 2009 | ISBN: 9780262134927

the creation of local markets plays a big role in reaching our long-term carbon objectives. Staff is happy to discuss how each of these items could be addressed within the plan:

1) People

- a. Develop City procurement practices that prioritize regional vendors and products and offer ample opportunities for businesses owned by women, veterans, people of color, those with disabilities, and the LGBTQ community
- b. Support neighborhood block parties, tool libraries, book exchanges, community gardens, “barn-raising” type activities and other neighborhood events and resources that serve to bring residents together
- c. Encourage and promote shared co-working spaces for small and sole proprietorship local businesses

2) Place

- a. Adopt Vision Zero in an effort to eliminate traffic deaths on Milwaukie's streets.
- b. Utilize the Safe Access for Everyone (SAFE) Program to identify sidewalk gaps, American's with Disabilities Act (ADA) deficiencies and alternative construction materials for permeability and aesthetics
- c. Support the implementation and expansion of Safe Routes to School Programs.
- d. Make pedestrian and bicycle safety improvements along and across the 224 and 99E corridors and major arterials
- e. Work with TriMet, Oregon Department of Transportation, and Clackamas County to improve walkability and bikeability within the network by creating dedicated bike paths and walking trails that connect transit, neighborhood business hubs and public spaces, including Milwaukie Bay Park.
- f. Establish a street tree planting program and provide opportunities for residents to acquire and maintain appropriate trees on public rights of way and required planter strips
- g. Ensure quality housing design standards that include energy efficiency, shared greenspace and community garden development
- h. Update the Development Code to allow more missing middle housing types (duplexes, triplexes and cottage clusters, tiny houses) in established neighborhoods, and permit mixed-use buildings in existing neighborhood hubs.
- i. Update the city's historic resources inventory and develop local incentives for preservation and restoration
- j. Develop walking and cycling tour maps connecting points of interest such as parks, plazas, art installations and historical markers.
- k. Develop a strong tree ordinance that incentivizes tree protection, has equitable tree replacement standards, and provides adequate flexibility for property owners
- l. Create a robust urban forestry plan that inventories the city's tree canopy and vegetation and implements a community-driven tree planting program
- m. Implement city programs, incentives and development code amendments that promote sustainable development and help to better integrate the built environment and natural environment
- n. Support the creation of more community gardens and urban orchards across all neighborhoods
- o. Develop educational programs for city residents and businesses that focus on native vegetation, landscaping basics, and the economic and environmental value provided by trees and plants

- p. Create a citywide composting program for residents and businesses

3) Prosperity

- a. Create incentives for Milwaukie businesses that hire qualified local residents, provide continuing education opportunities for their employees, and enhance quality of life
- b. Identify and support the development of neighborhood economic hubs that are walkable and provide amenities and commercial services for neighborhood residents
- c. Permit increased residential density and commercial uses in neighborhood hubs in exchange for development that respects neighborhood character and provides affordable housing, open/green space, a wide mix of uses, and neighborhood amenities
- d. Create a “Buy Local” or “Best for Milwaukie” initiative that encourages residents to support local businesses
- e. Work to increase the amount of housing in Downtown Milwaukie and other mixed use zones

4) Planet

- a. Develop a plan and funding strategy for stormwater and sewer system improvements, with a focus on natural stormwater management and treating stormwater before it is discharged into our creeks and river
- b. Restore wetlands and riparian vegetation adjacent to our creeks and river
- c. Encourage energy and water efficiency and the use of renewable sources by offering rebates, incentives, and permit fee reduction or waivers.
- d. Work with local property owners to solarize the city’s industrial parks and other large buildings with the potential to provide large-scale renewable energy
- e. Develop a Climate Action Plan aimed at reducing the impacts of city activities on climate change
- f. Create a program that focuses on ways individual households and businesses can reduce their carbon footprint, similar to Vancouver BC’s Green Bloc Initiative.
- g. Ensure that the city’s infrastructure and facilities can reasonably withstand natural or man-made disasters and that the city can continue to provide services during an emergency event
- h. Evaluate the impacts and costs of new regulations on residents, businesses, and the city’s employment and housing needs
- i. Develop an Energy Plan to achieve net-zero status by 2040, including a strategy, time frame, benchmarks, and incentives
- j. Improve city communications and outreach on energy programs and conservation efforts
- k. Support sustainable business practices and certification
- l. Promote household and neighborhood-level emergency preparedness by expanding the role and capacity of Neighborhood Emergency Teams (NETs)

Analysis and Dialogue

The Intergovernmental Panel on Climate Change (IPCC) warns that atmospheric CO₂ concentrations over 450 ppm risks a global average temperature increase greater than 2°C².

² IPCC, 2014: *Climate Change 2014: Synthesis Report Summary for Policymakers*. Contribution of Working Groups I, II and III to the Fifth Assessment Report of the Intergovernmental Panel on Climate

Stabilizing CO₂ concentration to 350 ppm or lower reins in that risk to a 1°C increase. As of the [IPCC's 5th Assessment Report](#), the average global atmospheric temperature rose 0.85°C above pre-industrial levels. CO₂ concentration recently exceeded 400 ppm. The IPCC projects global average temperatures are likely (66%+ probability) to exceed 1.5°C by 2100. Polar regions experience greater changes in temperature than equatorial regions. In Milwaukie, climate change threatens with extreme weather, flooding, landslides, drought, and heatwaves³. Other ecological and public health impacts may also emerge.

In April 2017, Council adopted a 2017-2018 goal that directs the city manager “to begin the process of addressing climate change in the city of Milwaukie and to create the Milwaukie Climate Action Plan and to establish the city's current carbon footprint as first steps toward dramatically reducing the city's carbon impact.”

Staff has identified two key questions to ensure completion of the goal within the allotted time. Staff will ask these questions on June 6, 2017, to assure understanding.

Question #1: In the definitions section above, staff outlines a definition of what goes into a Climate Action Plan. Does this definition meet the expectations of Council?

Question #2: Staff believes that the primary objective of the goal is the creation of a CAP. However, the goal states that staff should “begin the process of addressing climate change in the city of Milwaukie and create the Milwaukie Climate Action Plan.” Beyond the Solarize campaign and development of our fleet policy, are there any other expectations from Council that staff should be doing prior to completion of a CAP?

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BUDGET IMPACTS

Depending on the scope of work and timeline, there are funds available for the development of a CAP. A proposal will be brought to Council during our next budget opening to address the funding needs of this goal.

WORKLOAD IMPACTS

In addition to any new or outsourced services, staff from various departments will be highly involved in the planning process. A GHG inventory is currently underway to collect baseline data for use in developing a plan.

The Office of the City Manager will coordinate the planning process. Also, the City's planning, utility billing, and facilities departments will participate to provide utility billing, travel, water, sewer, and solid waste data. Time commitment varies based on each position's long-term relevance to the CAP and the planning group structure. Staff and the external partner will need to engage many organizations and external stakeholders. Those already engaged include the city's utility providers, waste haulers, Milwaukie High School, and energy non-profits.

Depending on the broadness of the scope of work and team coordination, a community-wide CAP should expect to take at least one year to complete. Conversely, a city-specific CAP would take less time. While the city's intern is making progress inventorying GHGs and establishing relationships with CAP stakeholders, the subsequent planning process requires more resources focus.

COORDINATION

A comprehensive CAP involves internal departments like planning, utility billing, and facilities as well as coordination of external stakeholders like PGE, Northwest Natural, WES, CCSD #1, Waste Haulers, Metro, TriMet, etc. Staff recommends convening a steering committee with supplemental topical advisory committees. The steering committee would meet less often than topical committees. This avoids stakeholder fatigue by not involving them in irrelevant topics.

STAFF RECOMMENDATION

Staff recommends that Council clarifies a scope of work and goals, and identify resources and deliverables to guide the development of a climate action plan custom-tailored to the goal adopted by Council.

ALTERNATIVES

1. Direct staff to pursue a City-specific operations CAP rather than a community-wide CAP to guide us to climate neutrality and climate change preparedness.

ATTACHMENTS

1. Resolution 52-2017 – Council Goals for 2017-18
2. Planning Discussion Questions



CITY OF MILWAUKIE

COUNCIL RESOLUTION No. 52-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
ADOPTING COUNCIL GOALS FOR THE 2017-2018 BIENNIUM.**

WHEREAS, the Council periodically establishes goals to guide its actions in carrying out the business of the City; and

WHEREAS, the Council considered and identified its goals at several sessions throughout the winter and spring of 2017; and

WHEREAS, the Council worked with staff to prioritize and identify three goals to be worked toward during the 2017-2018 Biennium period, which ends on June 30, 2018.

GOAL 1: HOUSING:

WHEREAS, Milwaukie is in a housing state of emergency; and

WHEREAS, the Draft Milwaukie 2040 Vision calls for all residents to have affordable housing; and

WHEREAS, Milwaukie and the Metro Region are currently experiencing record low rental vacancies and extreme housing affordability issues generally, which are causing displacement, disruption of lives and in some cases homelessness.

Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the City Manager is hereby directed to take every opportunity to address this housing crisis, including finding and working with partners to add new affordable housing units, and to encourage the private market to develop housing options that are affordable for Milwaukians at every income level and stage of life.

GOAL 2: CLIMATE CHANGE ACTION:

WHEREAS, Climate Change is the single largest threat to the future citizens of Milwaukie; and

WHEREAS, the Draft Milwaukie Vision calls for Milwaukie to become a Net Zero City by the year 2040 as our contribution towards forestalling the worst effects of climate change.

Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the City Manager is hereby directed to begin the process of addressing climate change in the city of Milwaukie and to create the Milwaukie Climate Action Plan and to establish the city's current carbon foot print as first steps toward dramatically reducing the City's carbon impact.

GOAL 3: COMPLETION OF MILWAUKIE BAY PARK:

WHEREAS, Milwaukie Bay Park is our most prominent park and remains incomplete; and

WHEREAS, the citizens of Milwaukie called for its completion in the Draft Vision Action Plan.

Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the City Manager is hereby directed to work with North Clackamas Parks and

Recreation Department (NCPRD) and our Parks and Recreation Board (PARB) to explore potential changes to the current master plan and to prioritize the accumulation of funding necessary to complete Milwaukie Bay Park by 2022.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the following City Council goals are adopted for the 2017-2018 Biennium:

- Housing;
- Climate Change Action;
- Completion of Milwaukie Bay Park.

Introduced and adopted by the City Council on **May 2, 2017.**

This resolution is effective immediately.



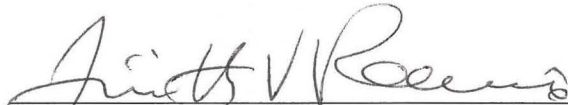
Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Scott S. Stauffer, City Recorder



City Attorney

Planning Discussion Questions

How will climate change affect Milwaukie?

What risks does climate change pose for Milwaukie?

Seek climate projection/forecasts for Oregon/Cascadia/PNW

National Climate Assessment Ch. 21 (2014)

OCCRI 3rd Oregon Climate Assessment (2017)

Will climate change alter the City's obligations or responsibilities to the community?

Who is our internal audience? Who is our external audience?

Which modes of communication are most effective for our different messages?

What are the key points we want all audiences to hear?

Who can we partner with to draw greater attention and support? Synergistic mutual benefit

Energy Trust, PGE, NW Natural

Who will our team be?

Which major topics must the team address in planning?

Built Environment, Transportation, Water, (Solid) Waste, City Operations

But also equity, and resilience and adaptation. Where do they fit in?

Who are we likely to overlook in climate action planning? How can we draw them in?

What authority will the team have? What resources/staffing?

Who leads the team?

What is the policy context of the CAP?

Climate Action is more than just GHG neutrality, but also resilience and adaptation to change

Two Main Questions

Does the definition of a Climate Action Plan meet the expectations of Council?

Beyond the Solarize campaign and development of our fleet policy, **are there any other expectations from Council that staff should be doing prior to completion of a CAP?**

Milwaukie's GHG emissions

130,000+ MT CO₂e in 2016

Directly purchased energy (electricity and natural gas) = ~90% so far.

Transportation and waste require more work.

Preliminary GHG Inventory Results

