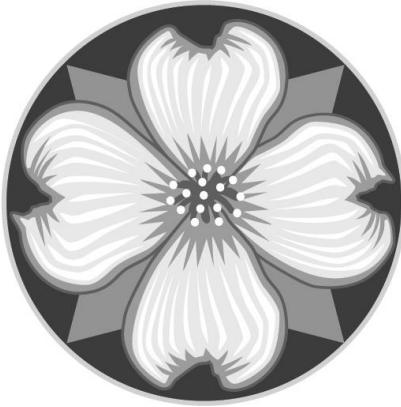




Regular Session

RS

Milwaukie City Council

COUNCIL REGULAR SESSION

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

2282nd Meeting**AGENDA**

DECEMBER 18, 2018

Note: times are estimates and are provided to help those attending meetings know when an agenda item will be discussed. Times are subject to change based on Council discussion. **Page #**

1. CALL TO ORDER (6:00 p.m.)

A. Pledge of Allegiance

2. PROCLAMATIONS AND SPECIAL REPORTS**A. Outstanding Milwaukie High School (MHS) Students for November and December 2018 – Awards (2) (6:01 p.m.)**

Presenter: Carmen Gelman, MHS Principal

B. Willamette Falls Locks – Update (6:16 p.m.)**2**

Presenter: Russ Axelrod, Mayor of West Linn, Oregon

3. CONSENT AGENDA (6:46 p.m.)

Consent items are routine matters that are not discussed during the meeting; they may be approved in one blanket motion and any Councilor may remove an item from the Consent Agenda for separate consideration.

A. Approval of Council Meeting Minutes of:**7**

1. November 13, 2018, Study Session;
2. November 20, 2018, Work Session;
3. November 20, 2018, Regular Session; and
4. December 2, 2018, Council Dinner.

B. Authorization of Procedure Change for Intergovernmental Agreements (IGA) – Resolution**18****C. Approval of a Janitorial Service Contract with Tualatin Valley Workshop (TVW) – Resolution****21****D. Adoption of a Supplemental Budget and Revised Appropriations for Fiscal Year 2019 – Resolution****47****4. AUDIENCE PARTICIPATION (6:50 p.m.)**

To address Council, complete a comment card and submit it to staff. The Mayor will call for comments regarding City business. Per the Milwaukie Municipal Code (MMC) only issues that are “not on the agenda” may be raised; issues that await a Council decision and for which the record is closed may not be discussed; “all remarks shall be directed to the whole Council, and the presiding officer may limit comments or refuse recognition.” The presiding officer may limit the time permitted for comments and may request that a spokesperson be selected for a group of persons wishing to speak. **The public is also invited to make comments in writing and may submit comments before the meeting, by mail, e-mail, or in person to City staff.**

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. Consideration of Code Amendments, Round 3 (File #ZA-2018-004) – 53 Ordinance (6:55 p.m.)

Staff: Vera Kolas, Associate Planner

6. OTHER BUSINESS

These items will be presented by staff or other individuals. A synopsis of each item together with a brief statement of the action requested shall be made by those appearing on behalf of an agenda item.

A. Comprehensive Plan Housing Forum Debrief – Joint Session with the 55 Planning Commission, Design and Landmark Committee (DLC), and Comprehensive Plan Advisory Committee (CPAC) (7:05 p.m.)

Staff: Denny Egnor, Planning Director, and
David Levitan, Senior Planner

B. Creation of a Council Compensation Task Force – Discussion (9:05 p.m.) 87

Staff: Ann Ober, City Manager

7. INFORMATION (10:05 p.m.)

The Council and City Manager will provide reports on City events, projects, and programs.

8. ADJOURNMENT (10:10 p.m.)

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.



COUNCIL REGULAR SESSION

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

2282nd Meeting

MINUTES

DECEMBER 18, 2018

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

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

Council Absent: Councilor Wilda Parks

Comprehensive Plan Advisory Committee (CPAC) Present: Members Joe Gillock, Rebecca Hayes, Howie Oakes, Dan Eisenbeis, Ben Rousseau, Matt Bibeau, Sara Busickio, Stephan Lashbrook

Design and Landmark Committee (DLC) Present: Member Cynthia Shuster

Planning Commission Present: Chair Kim Travis, Members Adam Argo, Sherry Grau, Greg Hemer, Joseph Edge

Staff: Accounting and Contracts Specialist Kelli Tucker Associate Planners Vera Kolias, Mary Heberling City Attorney Justin Gericke City Manager Ann Ober City Recorder Scott Stauffer Community Development Director Alma Flores Community Development Intern Jamie Crawford	Finance Director Bonnie Dennis Fleet and Facilities Supervisor Damien Farwell Housing and Econ. Dev. Coordinator Valeria Vidal Library Director Katie Newell Planning Director Denny Egner Planning Intern Tay Stone Senior Planner David Levitan
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1. CALL TO ORDER

Pledge of Allegiance.

The group remarked on the retirement of Councilor Abma and thanked him for his service. **Mayor Gamba** and **Council President Batey** presented Councilor Abma with a plaque and several City and community mementos.

Ms. Ober announced that Councilor Parks had been excused from the meeting.

2. PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Milwaukie High School (MHS) Outstanding Student Achievement Award for November and December 2018 – Awards (2)

Carmen Gelman, MHS Principal, introduced Young West, MHS Outstanding Student award recipient for November 2018. Council congratulated Mr. West on his academic and extra-curricular accomplishments. It was noted that the December 2018 award winner was unable to attend the meeting and would be recognized in January 2019.

Ms. Gelman provided an update on the MHS construction project. She commented on recent demolition work, how the school was functioning in the modular buildings, and noted that work on the new building and athletic fields were underway.

B. Willamette Falls Locks – Update

Russ Axelrod, Mayor of West Linn, Oregon, provided an update on the work to restore and reopen the Willamette Falls Locks. He reported that he was the Chair of the state-level Willamette Falls Locks Commission (WFLC). He reviewed the commission's structure and work with the United States Army Corps of Engineers.

Council President Batey and **Mayor Axelrod** noted the financial requirements to reopen and maintain the locks.

Mayor Axelrod remarked on the possibility of a public/private partnership for owning and operating the locks. He discussed the regional economic and emergency response benefits of reopening the locks. He noted that the WFLC's goals included building a governance model, identifying funding options, and seeking a US Army Corps of Engineers disposition study. He explained the importance of obtaining support and financial assistance from local governments and reported that Milwaukie and Portland were the last cities along the Willamette River that had not yet participated. He suggested the WFLC was looking for \$2,500 a year for two years from Milwaukie.

Council President Batey and **Mayor Axelrod** commented that the list of cities supporting the locks should include communities south of Newberg to Salem and Eugene, given the benefits of reopening the locks for those communities.

Martha Schrader, Clackamas County Commissioner and WFLC Vice Chair, remarked on the work of the WFLC and provided background information on why the locks had been closed. She noted partners at the federal and state levels of government and in the business community. She reported that the proposal to the state would be for the state to own and operate the locks. **Mayor Axelrod** noted the work of United States Senator Ron Wyden on behalf of the project.

Council President Batey and **Ms. Ober** remarked that a contribution to the locks would need to be considered through a budget process. It was Council consensus to consider an allocation for the Willamette Falls Locks project at the February 2019 Budget Committee meeting.

3. CONSENT AGENDA

It was moved by **Council President Batey** and seconded by **Councilor Abma** to approve the consent agenda as presented.

A. City Council Meeting Minutes:

1. November 13, 2018, Study Session;
2. November 20, 2018, Work Session;
3. November 20, 2018, Regular Session; and
4. December 2, 2018, Council Dinner.

B. Resolution 103-2018: A Resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, adopting internal procedures to authorize intergovernmental agreements.

C. Resolution 104-2018: A Resolution of the City Council of the City of Milwaukie, Oregon, to authorize the City Manager to sign an amendment to the purchase agreement with Tualatin Valley Workshop, Inc. (TVW, Inc.) for janitorial services.

D. Resolution 105-2018: A Resolution of the City Council of the City of Milwaukie, Oregon, adjusting the Budget for the 2019-2020 Biennium by adopting this Supplemental Budget and revising appropriations.

Motion passed with the following vote: **Councilors Batey, Abma, and Falconer, and Mayor Gamba** voting "aye." [4:0]

4. AUDIENCE PARTICIPATION

Mayor Gamba reviewed the Audience Participation procedures. **Ms. Ober** reported that in follow-up to the December 4, 2018, Audience Participation staff had consolidated information available online about the Monroe Street Neighborhood Greenway project. She reported that a planned Council discussion about Milwaukie Bay Park had been rescheduled to a meeting in February 2019.

Santa Claus, North Pole resident, and **Lisa Lashbrook** and **Howie Oakes**, Lewelling Neighborhood District Association (NDA) representatives, discussed the historical growth and the NDA's involvement in organizing the Winter Solstice and Christmas Ships event. **Council President Batey** and **Ms. Lashbrook** noted that revenue from the event historically supported the development of Ball-Michel Park and more recently supported the Lewelling NDA summer concerts series.

Mr. Oakes presented data demonstrating the event's growth. He and **Mr. Claus** remarked on the event's success and thanked the volunteers, local businesses, City staff, and the Council for supporting the event.

Council President Batey, **Ms. Lashbrook**, and **Mr. Oakes** remarked on factors that had helped increase event attendance, including tents, good weather, partnering with local businesses, and a strong social media marketing campaign.

The group commented on the flaming heart art sculpture that had been featured at the event, agreed that event attendance was probably between 4,000 to 5,000 people, and noted that the grass at Milwaukie Bay Park was only slightly damaged by the event.

5. PUBLIC HEARING

A. Consideration of Code Amendments, Round 3 (File #ZA-2018-004) – Ordinance

Opening: **Mayor Gamba** called the hearing to order at 7:06 p.m.

Purpose: **Mayor Gamba** announced that the purpose of the hearing was to receive public comment on proposed amendments.

Conflicts of Interest and Jurisdiction: It was noted that no Council member wished to declare any conflicts of interest and no audience member wished to challenge Council's ability to participate in the hearing.

Staff Presentation: **Mr. Egner** explained that Council was asked to continue the hearing to two different dates in 2019 based on the need to address sections of the Milwaukie Municipal Code (MMC) at different times in the near-future.

Council Discussion: It was noted that there was no Council discussion.

Decision by Council: It was moved by **Councilor Abma** and seconded by **Councilor Falconer** to continue the hearing a to date certain of February 5, 2019, for all proposed Code Amendments other than those addressing green buildings, and to March 5, 2019, for all proposed Code Amendments related to green buildings. Motion passed with the following vote: **Councilors Batey, Abma, and Falconer, and Mayor Gamba** voting "aye." [4:0]

Mayor Gamba recessed the Regular Session at 7:08 p.m. and reconvened the Regular Session at 7:19 p.m.

6. OTHER BUSINESS

A. Comprehensive Plan Housing Forum Debrief – Joint Session with the Planning Commission, Design and Landmark Committee (DLC), and Comprehensive Plan Advisory Committee (CPAC)

Mayor Gamba and **Mr. Egner** explained that the purpose of the joint session was to reflect on the December 6, 2018, Housing Forum discussion and identify policy topics to be included in the Comprehensive Plan housing policies block.

Mr. Levitan provided an overview of the City's housing policy work, including the recent Housing Forum, the 2016 Housing Needs Analysis (HNA), and the 2018 Milwaukie Housing Affordability Strategy (MHAS). He noted that housing policies would be part of the next block of Comprehensive Plan goals and priorities that would be reviewed. He discussed the implications of housing policies related to cottage cluster housing, accessory dwelling units (ADUs), and the City's neighborhood hubs concept. He noted that Matt Hastie, Project Manager at Angelo Planning Group, was present and would be helping the City work on the neighborhood hubs. He presented discussion questions.

Mayor Gamba commented on the inclusion of housing issues in the City's community vision and Council goals. He encouraged the group to think about policies that would help create an equitable Milwaukie and referenced recent news headlines regarding housing policies in Minneapolis, Minnesota, and the Oregon State Legislature.

The group introduced themselves. Groups represented included Council, the CPAC, DLC, Planning Commissions, and City staff.

Mayor Gamba reviewed the first question which asked the group to identify the topics they heard at the Housing Forum that they think should be included in the Comprehensive Plan work. **Mr. Edge** noted that the cost of transportation had not been discussed at the forum and suggested it be part of the Comprehensive Plan discussion. The group remarked on how transportation topics related to housing issues.

Mr. Eisenbeis discussed the need to consider how large sites redevelop in a way that improves pedestrian and bicycle connectivity. **Mr. Argo** and **Mayor Gamba** commented on the importance of connecting land use trends to transportation issues.

Mr. Eisenbeis and **Mr. Gillock** remarked on the importance of mixed income neighborhoods, a topic that had been discussed at the forum.

Ms. Travis and **Mayor Gamba** commented on the need to preserve and prioritize naturally occurring affordable housing. The group discussed how existing properties are redeveloped into affordable housing by private and public groups. They noted recent changes in state law related to cities' ability to purchase properties for redevelopment and what zoning actions a city could take to encourage interest in redevelopment. **Ms. Schuster** remarked that at the forum she had heard about the importance of non-profit organizations partnering with developers to create mixed-income housing.

Council President Batey commented that the forum had discussed the need to encourage property owners to accept housing vouchers. The group discussed the administration and use of vouchers by state and federal agencies.

Ms. Travis noted that bank lending had not been mentioned at the forum. **Ms. Hayes** commented on the possibility of pursuing land banking or community lands policies to encourage mixed infill and cottage cluster housing. **Ms. Grau** noted the negative impact of high land prices on non-profit organizations' ability to develop land for housing. She agreed that looking at policies that encouraged loan underwriting partnerships should be considered. The group discussed community land trust models and which policies local governments could adopt to help facilitate land purchases or subdivisions that would help create affordable housing developments.

Mayor Gamba suggested the group had started to address the second question by identifying what ideas the City should address. He asked for clarification on the third question related to growth scenarios. **Mr. Egner** and **Mr. Levitan** explained that staff was looking for input on the types of density and growth scenarios they could run

development models for, to test how various housing policies could play out. **Mayor Gamba, Mr. Egner, and Ms. Ober** remarked on the feasibility and complexity of modeling growth to determine which policies will be most effective. They noted the importance of conducting robust public engagement to get community feedback on proposed housing, infrastructure, transportation, and utility policies and projects.

Mr. Eisenbeis commented that the current Comprehensive Map allowed only a small amount of the City to have moderate density. He suggested the City look at ways to increase density away from Downtown to encourage missing middle housing types. **Mr. Gillock** agreed with Mr. Eisenbeis and discussed the possibility of pursuing a business corridor approach to increase density. He talked about the need to conduct infrastructure capacity projections to determine the zoning the City should have in place. The group discussed the HNA and the accuracy of the growth projection data the City has received. The group noted that the City has already started to experience population density increases. **Mr. Levitan** suggested that the City needed to set housing policy direction to address how the growth would occur.

Mr. Oakes commented on the importance of looking at where utility infrastructure will need to be built out to support higher density housing. He expressed support for the neighborhood hubs concept. **Ms. Ober** noted that the City had capacity to add 10,000 more housing units. She suggested that part of the policy consideration was about how those units would be developed.

Mr. Argo remarked on how to approach scenario planning through a thematic value based approach. **Mr. Levitan** commented that the City did community engagement well and that staff needed Council direction policies.

Council President Batey summarized that the City did not need more single family residential housing and should allow increased densities. She expressed support for missing middle housing and cautioned the group to think about unintended consequences of increased density that could cause the loss of historic properties. The group discussed the challenges of increased density and redevelopment, including gentrification and increased property values and rental rates. They remarked on how to allow housing growth while maintaining an affordable and livable community and gauging the existing infrastructure's ability to handle increased demands. **Mr. Gillock** suggested that the City needed to take intentional actions to address growth or the current growth trajectory would make Milwaukie an exclusive city.

Mr. Claus remarked on the historic development and intentional goals of local zoning ordinances. He encouraged the group to review and question every part of the MMC to change the pattern the community has been put in place. **Council President Batey and Mr. Hemer** noted previous efforts to revise the City's residential design standards.

Mr. Hastie suggested that incentivizing ADUs would be the least amount of change the City could pursue to get the most effective results. **Mr. Eisenbeis** agreed with Mr. Hastie regarding ADUs and with Mr. Claus' comments about the historic intentions of zone density requirements. **Mr. Oakes and Ms. Schuster** commented on ways the City could easily allow for increased density through multiplexes and ADUs.

Mayor Gamba noted that the next question asked how aggressive the City's equity and affordability policies should be. **Councilor Falconer** encouraged the City to be very aggressive while considering all the issues raised by the group and working within the City's given restraints. She remarked on the change already occurring in Milwaukie. **Ms. Grau** commented on the need to build new housing units as soon as possible and

encouraged the City to adopt aggressive policies. **Ms. Travis** expressed support for adopting aggressive policies while prioritizing the need to keep current residents here. She suggested that property owners and developers should be included in future housing policy conversations. **Ms. Hayes** agreed with the need to focus on not displacing current residents.

Mr. Edge suggested the group look at how Seattle, Washington had addressed affordable housing and displacement issues. He commented on the need to correct racially-motivated zoning policies.

Mr. Hemer and **Mayor Gamba** discussed the possibility and consequences of adopting the same zoning approach Minneapolis had by consolidating all residential areas into a single zone that would allow neighborhoods to develop as they could.

Ms. Ober noted it was 9:03 p.m. and **Mayor Gamba** reviewed the next question for the group to answer related to planning for climate change. **Mr. Edge** discussed the challenges of climate change and the need to prepare for the slow migration of people to the Pacific Northwest due to changing environmental and supply factors. He encouraged the group to consider housing policies to meet the influx of people.

Mayor Gamba asked for clarification on the climate change question and **Mr. Levitan** replied that staff was looking for input on how to work climate change into everything the City does, including housing.

Council President Batey noted the potential for climate change creating policy conflicts, such as increased housing densities negatively impacting the tree canopy. **Mr. Hastie** remarked on balancing climate and housing goals as the City pursued policy choices. He discussed the potential for ADU policies serving to incentivize residential development to handle current and future housing needs. **Ms. Grau** suggested that reducing or waiving fees and improvement requirements would help developers and property owners create missing middle housing types. **Mr. Rousseau** described his family's failed effort to build an ADU due to high fees. He encouraged the City to consider policies that would allow for innovative residential infill projects.

Mr. Hemer recommended that the Climate Action Plan (CAP) be added to the Comprehensive Plan. **Mayor Gamba** agreed with Mr. Hemer and commented on the opportunity to adopt housing, energy, transit, and infrastructure policies to create a model neighborhood through the Hillside Park redevelopment project. **Mr. Rousseau** talked about ways the City could take the lead in developing Comprehensive Plan policies that addressed the impacts of climate change.

Ms. Busickio commented on the relationship between infrastructure, increasing population density, and the neighborhood hubs concept. She encouraged the group to consider the hubs concept as framework to address transportation and housing issues.

Mr. Levitan noted the group's comments about the different voices that should be in these discussions and suggested staff would work on creating a housing subcommittee.

Mayor Gamba recessed Regular Session at 9:27 p.m. and reconvened the Regular Session at 9:37 p.m.

B. Creation of a Council Compensation Task Force – Discussion

Ms. Ober reviewed previous Budget Committee and Council discussions regarding Council compensation and creating a task force to consider the issue. She reported that

she and Mr. Gericke were reviewing state law and consulting other governments that have dealt with the issue. She asked for Council discussion and direction on the topic.

Mayor Gamba read a prepared statement. He expressed gratitude for the community support he had received and stated that his concerns about compensation were not for the current Council but for future mayors and councilors. He said he did not expect the current Council to vote to pay themselves. He commented on the importance of removing barriers to public service and referred to his letter to the Budget Committee that had described the work of the mayor and the stresses of the job. He noted the salaries provided to other elected officials and reported that he had discussed the issue of paying elected leaders with regional civic leaders. He believed Milwaukie should set the stage for regional change in how public servants are compensated.

Council President Batey expressed support for Council discussing compensation and observed that current and former Council members had performed their public duties while working full-time jobs. She believed that compensating Council would constitute a revision of the Milwaukie City Charter that could only be done by a vote of the people. She and **Ms. Ober** noted the process used by the City of Bend, Oregon that resulted in an increased Council stipend and other governance structure changes.

Mayor Gamba and **Council President Batey** discussed the personal relationship and financial impacts of serving as mayor. **Mayor Gamba** suggested that a charter change would not be necessary to compensate Council. He and **Council President Batey** remarked on how Milwaukie's current Council compensation compared to other cities. They commented on the Mayor's role in a Council-Manager form of government.

Councilor Falconer asked Council to address the question of whether a task force should be formed to consider the issue. She believed the current Council should not be involved in the decision. **Ms. Ober** remarked on how a task force could be created and noted the limited role of staff in the work of such a task force.

Councilor Abma expressed support for creating a task force and suggested that paying Council would not require a charter change. He thought the charter needed to be updated in general. He discussed whether there was a need to create job descriptions for elected officials and remarked that the task force structure should be discussed later.

Ms. Ober and **Mr. Gericke** asked for Council feedback on whether the scope of a task force would be limited to Council compensation or other charter-related governance structure questions. They noted how Bend's charter review process had played out and suggested that such community engagement could require significant staff time and resources. The group remarked on other charter changes a task force could consider, the cost savings that could be realized if a task force considered multiple changes at once, and when a review should be undertaken.

Councilor Abma asked if the Oregon Government Ethics Commission (OGE) had provided any guidance as to how compensation changes would take effect for a council whose terms were staggered. **Ms. Ober** reported that the OGE recommendation was that compensation changes would take effect over multiple years after the next election for each council position. The group remarked on whether Council compensation and job descriptions should be in the charter.

The group discussed the possibility of the City working with Linn Davis, Program Manager at Healthy Democracy, a non-partisan non-profit organization that could help organize a community discussion or task force.

Ms. Ober summarized that the Council consensus was for her and Mr. Gericke to continue to look at some form of a compensation or charter review process. She asked for Council input on whether the review would be focused on compensation and/or other charter questions. **Councilor Falconer** suggested the community should discuss whether Councilors should be elected by districts and how annexations occur. **Council President Batey** agreed that a charter review could look at creating Council districts. **Mayor Gamba** agreed a charter review should look at districts but did not agree that Council compensation would require a charter change. He and **Council President Batey** disagreed as to how soon a charter review should take place. The group discussed the timing of conducting a charter review given other projects and the current staff workload. **Councilor Falconer** expressed support for moving forward with a compensation task force now and reviewing the charter later when it made sense.

Mr. Gericke reported that Bend had preferred to consider council compensation through a charter review process, as it led to a vote of the people. He asked if Council would find a public engagement process that resulted in a recommendation to Council, without a vote, sufficient community participation to change how Council is compensated. The group discussed whether compensation changes needed to be voted on, the role Healthy Democracy could play in Milwaukie's process, and how the issue had played out in Bend.

Ms. Ober summarized that Council supported her and Mr. Gericke looking at processes that removed Council from deciding their compensation.

Council President Batey and **Councilor Abma** remarked that the larger a compensation change would be, the more it would need to be taken to the voters.

The group noted that Ms. Ober and Mr. Gericke would contact Healthy Democracy and report back to Council in early 2019.

7. INFORMATION

Mayor Gamba announced upcoming events, including City facility closures for the holidays, a Lashbrook Brothers concert featuring Hamid Shibata Bennett, Christmas tree recycling options, a work day at Homewood Park, and Oregon Department of Transportation (ODOT) construction on Hwy 224 and Interstate 205.

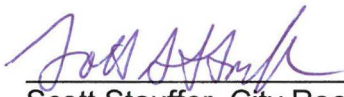
The group thanked Councilor Abma for his service on Council, wished Councilor Abma and Mr. Gericke happy birthday, and wished the community happy holidays.

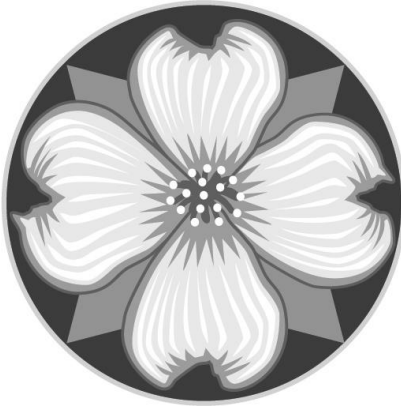
8. ADJOURNMENT

It was moved by **Councilor Falconer** and seconded by **Councilor Abma** to adjourn the Regular Session. Motion passed with the following vote: **Councilors Batey, Abma, and Falconer**, and **Mayor Gamba** voting "aye." [4:0]

Mayor Gamba adjourned the Regular Session at 10:30 p.m.

Respectfully submitted,


 Scott Stauffer, City Recorder



RS Agenda Item

2

**Proclamations,
Commendations,
Special Reports,
& Awards**

MILWAUKIE HIGH SCHOOL

CONSTRUCTION UPDATE



GOING DOWN



33 MODULAR BUILDINGS ON THE FOOTBALL FIELD



HEALTH CENTER MODULAR UNIT CRANED IN



THANKS TO THE MILWAUKIE ELKS AND POLICE FOR PUTTING TOGETHER OUR EMERGENCY BUCKETS



SHELTER FROM THE RAIN.



GEO PIER INSTALLED 1229 STONE COLUMNS TO SOLIDIFY THE SOIL UNDER THE NEW BUILDING



BRACE FRAME FOOTINGS



RETAINING WALL REBAR



SKANSKA SUPERINTENDENT SHAWN INSPECTING THE PERIMETER FOOTING



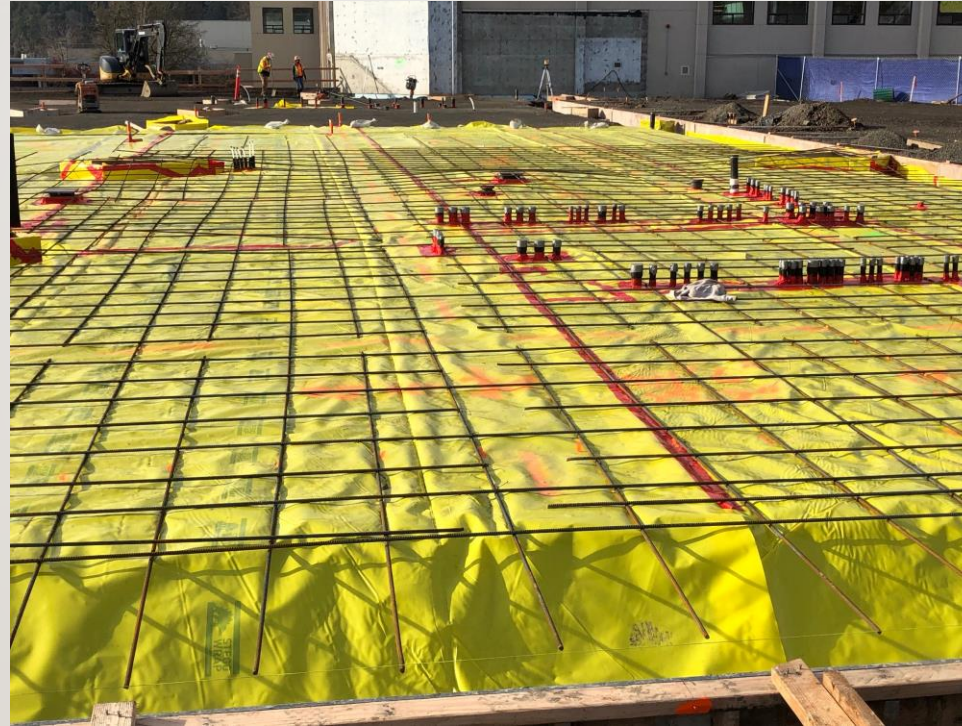
CONCRETE PUMPING



ELECTRICAL INFRASTRUCTURE



VAPOR BARRIER PREPARING FOR THE SLAB THIS THURSDAY



LAKE ROAD TURF FIELDS FINISHING UP



VARSITY BASEBALL AND SOFTBALL





CITY OF
West Linn

Mayor Mark Gamba
City of Milwaukie
10722 SE Main Street
Milwaukie, OR 97222

October 8, 2018

Dear Mayor Gamba (Mark),

Last year we discussed Milwaukie's potential financial support for the background effort to arrange the repair and reopening of the Willamette Falls Locks with the U.S. Army Corps of Engineers (USACE). This letter provides a brief progress report on this work and asks again whether Milwaukie can participate financially with other select cities in this effort.

As you know, the Willamette Falls Locks were closed to all river traffic in 2011. SB 256, adopted unanimously by the Oregon Legislature and signed by Governor Brown in 2017, established the Willamette Falls Locks Commission to oversee an effort to repair and reopen the Locks. The Commission comprises public and private sector members plus non-voting members of the Oregon House and Senate, and is tasked with identifying a Locks governance and finance plan and negotiating with the USACE to implement the plan.

The Locks Commission has been meeting throughout 2018 and is moving forward on the governance and finance discussions. We will be introducing bills in the 2019 Legislative Session addressing needed capital repairs and facilitating potential governance structures.

We have also worked hard to identify potential benefits of a functional Locks and have found a variety of ways that Milwaukie will benefit through a recent economic study by ECONorthwest, including:

- **Tourism.** Businesses up and down the river are very interested in taking advantage of a reopened Locks to develop new tourist and adventure packages. Additionally, residents and businesses located above the Locks could use the river to connect to Milwaukie's tourist amenities and downtown. Imagine the potential of a direct river trail from the Pacific Ocean to Salem and beyond, with Milwaukie near the center.
- **Environment.** Businesses, including aggregate suppliers, are interested in using river barges rather than diesel trucks, reducing traffic and environmental impacts in our region (e.g., one barge of aggregate is equivalent to 40 truckloads). ECONorthwest's economic study found the potential for reduction of 11,000 to 32,000 metric tons of CO₂ over 30 years, with reductions in particulate emissions and NO_x as well.
- **Seismic resiliency.** A reopened Locks would provide a critical route for goods and services and vital infrastructure reconstruction support in the event of a Cascadia earthquake, benefitting Milwaukie and the entire region.

To realize all these benefits, the State of Oregon, local government partners and the private sector have put together two years of financing for the Commission's technical work necessary to reach our goal. As shown in the attached budget, two-year costs are estimated at approximately \$1,162,000 including:

- Technical engineering and economic studies to understand the immediate and long-term infrastructure needs of the Locks and the potential benefits of keeping them open;

- Public outreach and engagement;
- State and Federal advocacy; and
- Commission staff support.

Many partners have already committed funds for this effort, including:

- \$400,000 from the State of Oregon through a 2016-2017 appropriation;
- \$104,510 from businesses, economic development interests, river users and Clackamas County tourism;
- \$120,000 from Clackamas County; and
- \$120,000 from Metro.

The funding plan also requires \$120,000 from Willamette River cities that would most directly benefit economically from a reopened Locks. The cities of West Linn, Lake Oswego, Oregon City, Canby and Wilsonville have contributed a combined \$75,000. To ensure we can complete all needed work I am hoping that the remaining Willamette River cities of Portland, Milwaukie, Gladstone and Newberg can contribute to the effort as well.

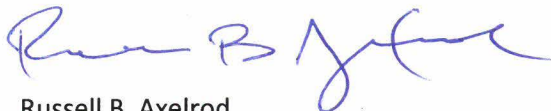
West Linn, with a population of 25,695, will be providing \$15,000 per year in 2018 and 2019 in addition to a significant commitment of staff time. Our proposal is for Milwaukie to contribute \$2,500 per year. A full list of proposed city shares is attached for your information.

If it would help, I would be pleased to discuss this with you at any time or attend an upcoming Milwaukie City Council meeting or work session to discuss this project and its importance and address any comments or questions you may have.

You can reach me directly at raxelrod@westlinnoregon.gov / (503) 312-8464 or your staff can contact John Williams, West Linn's Deputy City Manager, at jwilliams@westlinnoregon.gov / (503) 742-6063.

I look forward to hearing from you.

Sincerely,



Russell B. Axelrod
Mayor and Chair of Willamette Falls Locks Commission,
City of West Linn

Attachments:

Willamette Falls Locks Commission draft budget for 2017-2018
Proposal for city cost sharing

	A	B	C	D	E	F	G	H
1								
2		Willamette Falls Locks Commission Budget						
3								
4		Full Budget as of 1/26/2018						
5				2017	2018	2-Year Total		
6		Overall Project Management/Budgeting/Commission interface		\$114,900	\$121,000	\$235,900		
7		Governance		\$25,500		\$25,500		
8		Funding		\$25,500		\$25,500		
9		Engineering		\$50,000		\$50,000		
10		Public Outreach		\$30,000	\$30,000	\$60,000		
11		State Advocacy, Commission Interface		\$73,100	\$78,000	\$151,100		
12		Federal Advocacy		\$60,000	\$60,000	\$120,000		
13		Other studies and issues as required*		\$5,000		\$5,000		
14		Agency Organization Structure & Capabilities			\$50,000	\$50,000		
15		Other studies and issues as required			\$15,000	\$15,000		
16		Commission Report			\$30,000	\$30,000		
17		Contingency		\$29,000	\$39,000	\$68,000		
18		Expenses		\$4,500	\$9,500	\$14,000		
19		Travel/Lodging		\$7,500	\$7,500	\$15,000		
20								
21		Oregon Solutions facilitation*		\$70,000	\$70,000	\$140,000		
22		DOJ Legal Support*		\$50,000		\$50,000		
23		Economic Benefit Study**		\$100,000		\$100,000		
24		PNWA dues		\$3,680	\$3,770	\$7,450		
25		EXPENSE TOTAL		\$648,680	\$513,770	\$1,162,450		
26								
27		State Funding:						
28		FY 16-17 Appropriation		\$500,000		\$500,000		
29		FY 17-19 SB 256 - Oregon Solutions funding*		\$70,000	\$70,000	\$140,000		
30		FY 17-19 SB 256 - DOJ funding*		\$50,000	\$0	\$50,000		
31		Subtotal - State Funding		\$620,000	\$70,000	\$690,000		58%
32		Non-State Funding:						
33		Tourism		\$100,000		\$100,000		
34		River Users***			\$43,645	\$43,645		
35		Local Agencies:						
36		Metro		\$60,000	\$60,000	\$120,000		
37		Clackamas County		\$60,000	\$60,000	\$120,000		
38		Cities: West Linn, Lake Oswego, Wilsonville, Canby, Oregon City have committed a total of \$37,5000/year (add'l city revenues needed).		\$60,000	\$60,000	\$120,000		
39		Subtotal - Non-State Funding		\$280,000	\$223,645	\$503,645		42%
40		REVENUE TOTAL		\$900,000	\$293,645	\$1,193,645		
41		Project Contingency				\$31,195		
42		*Directly appropriated to Oregon Solutions		\$120,000	\$70,000	\$190,000		
43		**Directly contracted thru Clackamas County		\$100,000		\$100,000		
44		***Note: Rvenues from the marine industry: \$60,000 in						
45		contributions reduced to reflect costs incurred thru WFHF.						
46								
47								
48								

December 2018

Willamette Falls Locks Commission

Proposed cost sharing plan for Willamette River cities' share of work – 2017 and 2018

GOAL = \$60,000 per year

City	Annual Contribution	Population
Portland	\$15,000	632,309
Milwaukie	\$2,500	20,830
Lake Oswego	\$6,000	38,496
Gladstone	\$2,500	11,986
Oregon City*	\$7,000	35,831
West Linn*	\$15,000	26,593
Canby	\$2,500	17,271
Wilsonville*	\$7,000	22,729
Newberg	\$2,500	22,780
	\$60,000	

* Cities with seat on Willamette Falls Locks Commission per SB 256

Cities in **green** have confirmed financial participation



Willamette Falls Locks Update

December 2018

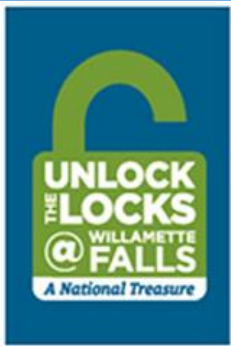


Willamette Falls Locks
COMMISSION



Willamette Falls Locks Working Group

(January 2015 – December 2017)



**The Willamette
Falls Locks Working
Group**

Clackamas County

Metro Regional
Government

City of Milwaukie

City of Oregon City

City of West Linn

City of Wilsonville

eNRG Kayaking

Portland General
Electric

Wilsonville Concrete

National Trust for
Historic Preservation

One Willamette River
Coalition

Accomplishments include:

- **USACE Disposition Study**
- **Local Economic Impact Study**
- **Locks project management team hired**
- **SB 256 creating Willamette Falls Locks Commission**

SB 256 - Willamette Falls Locks Commission

GOAL: REPAIR AND REOPEN LOCKS

- *Develop agreement on a transferee and a governance model*
- *Develop agreement on a fiscal structure*
- *Negotiate agreement with US Army Corps*

OR...allow Corps to permanently close the Locks with a concrete bulkhead.

SB 256 - Willamette Falls Locks Commission

Membership (23):

- (3) Clackamas, Marion, Yamhill Counties
- (3) Oregon City, West Linn, Wilsonville
- (1) Metro
- (2) Confederated Tribes of Grand Ronde, Columbia River Treaty Tribe
- (1) Port of Portland
- (3) State Agencies: Parks & Recreation, ODOT, Business Oregon
- (2) Clackamas County appointments for business and tourism
- (1) Citizen of Clackamas County
- (1) Environmental/ecological nonprofit
- (6) Oregon legislators (nonvoting)

Local Economic Impact Study



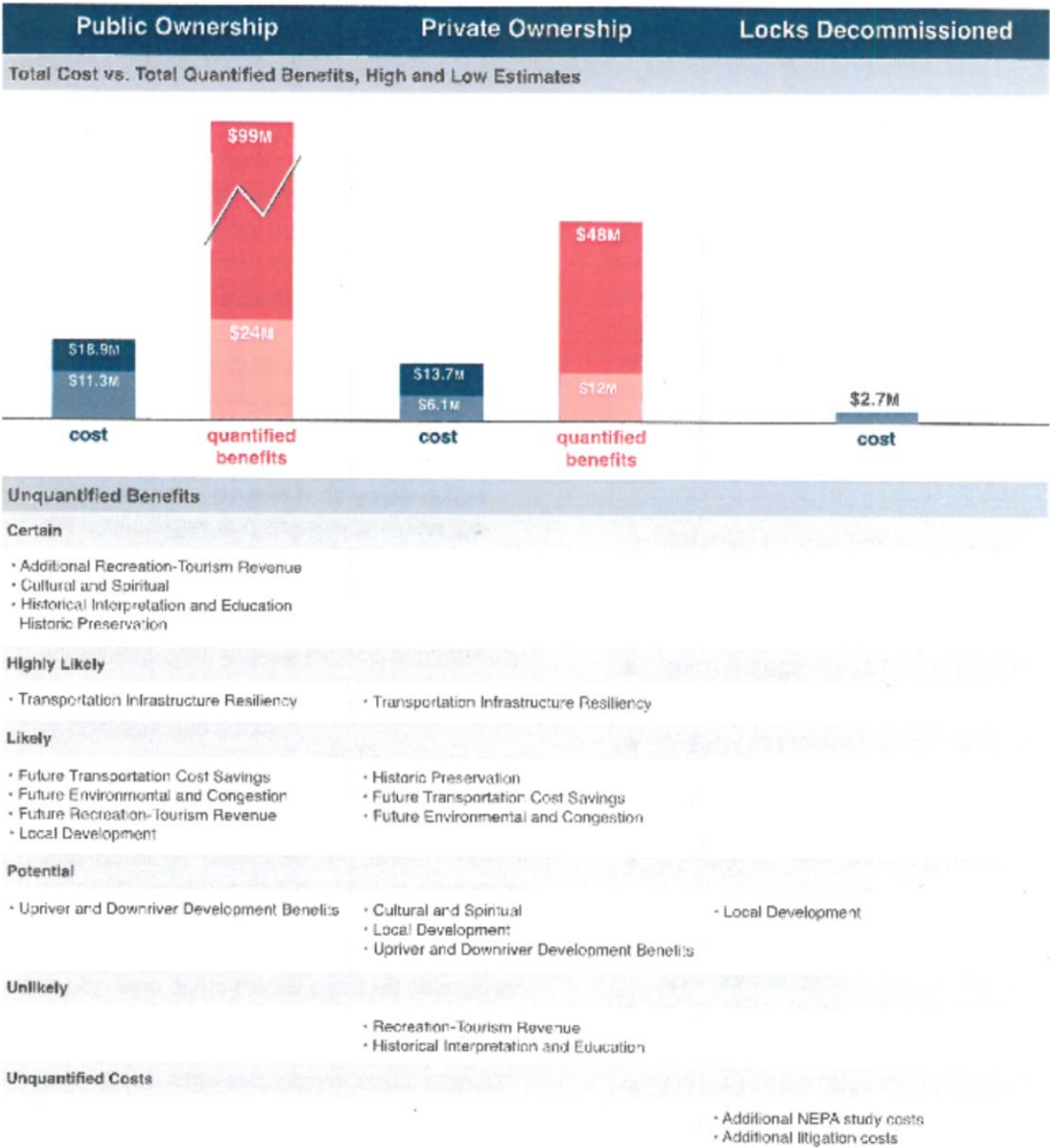
Economic Benefits of Reopening the Willamette Falls Locks

Prepared for The Willamette Falls Locks Working Group

January 2018

PREPARED BY:
ECONorthwest
ECONOMICS • FINANCE • PLANNING

Figure 1. Cross-Scenario Comparison





Local Economic Benefit Study Findings

“Quantified benefits from tourism, recreation and commercial use exceed costs of repair and operation over 30-year horizon.”

- Transportation benefits \$12-\$49 Million
 - 80,000 – 220,000 truck trips removed from road system
 - 11,000 – 32,000 metric tons of CO₂ eliminated
 - 5,400 – 15,400 metric tons of NO_x eliminated
- Recreation benefits \$12-\$50 Million
- Many additional unquantified benefits – culture, history, seismic resiliency, economic development



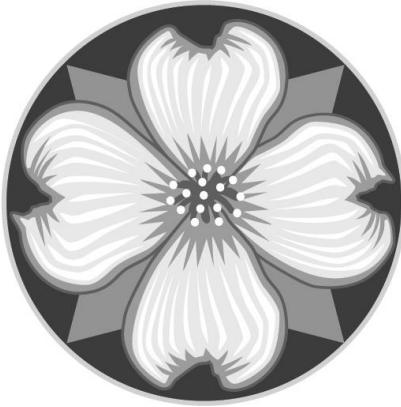
2019 Priorities

- Secure funding for continued project work
- Locks Commission decisions on governance, finance
- Implementation of selected strategies:
 - 2019 Oregon Legislature
 - Work with stakeholders and agencies
- US Army Corps Final Disposition Study



Willamette Falls Locks
COMMISSION

Thank you!
Any questions?



RS Agenda Item

3

Consent Agenda



COUNCIL STUDY SESSION

Public Safety Building (PSB) Community Room
3200 SE Harrison Street
www.milwaukieoregon.gov

MINUTES

NOVEMBER 13, 2018

Mayor Mark Gamba called the Council meeting to order at 5:20 p.m.

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

Planning Commission Present: Chair Kim Travis, Sherry Grau, Greg Hemer, Johns Burns

Design and Landmarks Committee (DLC) Present: Chair Lauren Loosveldt, Mary Neustadter, Cynthia Schuster, Kyle Simukka

Staff:	Assistant City Manager Kelly Brooks	Community Development Director Alma Flores
	Associate Planner Brett Kelter	Development Manager Leila Aman
	CAP and Sustainability Coordinator Natalie Rogers	Planning Director Denny Egner
	City Manager Ann Ober	Police Captain Luke Strait
	City Recorder Scott Stauffer	

Clackamas Cities Association (CCA) Dinner Topic

Ms. Ober noted the upcoming CCA dinner that the City was scheduled to host in January 2019. She reported that the City of Lake Oswego had suggested that the dinner's topic be housing affordability instead of a legislative session preview. She noted potential speakers that could discuss housing affordability.

Mayor Gamba and **Councilor Parks** noted current housing conversations that were happening county-wide. The group discussed the dinner and it was Council consensus to switch the topic to housing and invite legislators to attend as guests.

1. Planning Commission Annual Update

Mr. Egner reviewed upcoming Planning Commission projects, including a cottage cluster study and the Hillside Master Plan project. He asked for Council input on how to prioritize the noted projects. **Ms. Travis** commented on the good working relationship the Planning Commissioners had with each other.

Council President Batey asked if the Commission had any changes to their bylaws. **Mr. Egner** noted they had updated the bylaws two years ago.

Mayor Gamba suggested that the purpose of the Planning Commission, as outlined in the Milwaukie Municipal Code (MMC), needed to be updated to reference the new Community Vision and the Climate Action Plan (CAP). **Ms. Ober** discussed the feasibility of updating the Commission's purpose. The group noted it would be best to update it after the Comprehensive Plan review process was complete.

Mr. Egner noted that the DLC had been a commission with decision-making authority but had been changed to an advisory committee to the Planning Commission.

Mayor Gamba expressed concern about waiting to update the Commission's purpose. The group discussed the Commission's purpose and **Ms. Ober** noted that staff was working to implement the CAP and Community Vision, and supporting the Comprehensive Plan review process.

Mr. Hemer noted that the Commission was not involved in the CAP process because the CAP did not involve land use issues. He remarked on how projects like the CAP helped to determine potential land use actions and suggested that the Commission could be briefed on similar projects. **Ms. Ober** noted the City would be working on a new process to inform all City boards, commissions, and committees (BCCs) about upcoming projects. The group discussed the possibility of staff providing an overview of the CAP to the Commission.

Ms. Travis explained that Goal 1 of Oregon's Land Use Laws was public involvement. She remarked that the Commission could address the goal in different ways.

The group discussed the relationship between future tree protections and the development of private property and the role the Commission could play in administering such protections. **Mr. Passarelli** provided a brief report on Tree Board discussions about new tree protections. **Mr. Egner** added that if new protections involved heritage trees the DLC would also be involved in the process.

Council President Batey noted that the DLC was interested in returning to commission status and asked for Planning Commission input on that idea. **Mr. Hemer** remarked on how it could be helpful for the DLC to be a commission. The group speculated on why the DLC had been changed to a committee. They discussed how a Design and Landmarks Commission could affect the City's decision-making processes.

Joint Council-Planning Commission-DLC Discussion

It was noted that members of the DLC joined the Council and Planning Commissioners at the table.

Ms. Travis reported that the Commission wanted to directly engage with the neighborhood district association (NDA) land use chairs in early 2019.

The group discussed the proposal to return the DLC to commission status. **Ms. Loosveldt** suggested that as a commission the DLC could make the design process easier and clearer. She noted how increasing development activity had increased the workload of the Planning Commission and DLC. **Ms. Schuster** noted the lack of clarity when the DLC made recommendations to the Planning Commission and expressed support for combining and codifying various guidelines and standards documents.

Ms. Loosveldt noted that if the DLC was a commission the variance review process could be changed. **Mayor Gamba** and **Mr. Egner** discussed the workload for holding hearings to review existing standards and guidelines affecting the variance process. **Mr. Egner** noted that adding a commission would require staff support.

Mayor Gamba and **Ms. Loosveldt** discussed when and where the DLC currently meets, and noted the challenges of scheduling.

Ms. Ober observed that there would need to be additional conversations about the DLC's status change request.

2. Design and Landmark Committee (DLC) Annual Update

Mr. Kelver reported on the DLC's primary effort to renovate the Downtown Design Review process. **Ms. Loosveldt** discussed differences between guidelines and standards and noted the confusion of review processes involving the DLC and Planning Commission. She explained the DLC's desire to codify the guidelines.

Mr. Kelter explained the disconnect between MMC standards and the design guidelines. **Council President Batey, Mr. Kelter, and Mayor Gamba** discussed the relationship between the standards and the guidelines.

Council President Batey, Ms. Loosveldt, and Mr. Kelter noted the review and approval processes used for the Axletree Apartments development and future site developments. **Councilor Falconer and Ms. Flores** remarked on the design and approval processes for future developments. The group noted whether there were any design standards for mixed-use projects outside of downtown.

Ms. Ober commented on the desire to make Milwaukie special. She suggested staff would research why the DLC transitioned to a committee. **Council President Batey and Councilor Parks** noted former Councilors who could help explain why the DLC had been made a committee. The group commented on the community's interest in seeking the best for Milwaukie could be addressed.

Councilor Falconer and Ms. Loosveldt noted the status of the DLC's planned project to update the City's Historic Resources inventory. The group discussed how properties get on the inventory and noted the lack of protections for historic buildings.

Mayor Gamba recessed the Study Session at 6:47pm and reconvened the Study Session at 6:54pm.

3. Meek Street Infrastructure Financing and Housing

Ms. Flores provided an update on the status of the McFarland and Murphy development opportunity sites. She noted the importance of looking at alternative financing mechanisms to help make the sites ready for development. She asked for Council direction to seek a short-term loan from the State of Oregon Infrastructure Finance Authority (IFA) through the Special Public Works Fund (SPWF). She explained that potential developers had expressed concern about the lack of infrastructure around the opportunity sites.

Mayor Gamba believed it made sense to look at alternative funding sources. The group discussed loan restrictions and details, and noted the State's involvement in providing grants for development through the Business Oregon agency.

It was Council consensus that staff should work to seek alternative financing options for the noted development opportunity sites.

4. Parking Code Enforcement

Capt. Strait reported that staff recommended that the current part-time parking enforcement officer position be transitioned to full-time status. He provided background on the City's part-time enforcement effort and noted Council's recent approval of a Parking Management Strategy. He explained that the first step in the Strategy was to transition the parking enforcement officer to a full-time position. The group noted Parking Enforcement Officer Jon Simkovic's positive relationships with the Downtown Milwaukie Business Association (DMBA) and the community.

Ms. Ober noted this was the only item that Council had not discussed before the upcoming budget adjustment meeting. She wanted to make sure Council had a chance to comment and voice concerns before the upcoming Budget Committee meeting.

Council President Batey and Capt. Strait noted the importance of the parking enforcement officer maintaining a flexible schedule to adapt to needs in Downtown.

Councilor Abma noted that he was pleased to learn that the parking enforcement position pays for itself and expressed support for making it a full-time position.

Councilor Falconer thought making the position full-time was a good short-term strategy. She encouraged the City to look at changing the allowed time-duration of some of the parking stalls. **Ms. Ober** noted that the construction projects in Downtown were advancing at different rates. She and **Ms. Aman** explained the main steps of the Parking Strategy and the larger conversations that would be needed regarding the overall parking system.

The group noted that the residential parking permit program that had been adopted before the opening of the Portland-Milwaukie Light Rail Line had been left largely unimplemented. **Ms. Aman** noted recent conversations with the NDAs about parking and the potential implementation of the permit program. She noted that staff still needed to work on the administrative procedures for the program.

Councilor Falconer and **Ms. Ober** discussed how a full-time parking enforcement position would be funded in relation to the revenue from parking tickets and enforcement actions. They remarked on the benefits of making it a full-time position and the need to balance the City's budgetary limitations when adding employees.

5. Adjourn

Mayor Gamba announced that upon adjournment of the Study Session, Council would meet in Executive Session pursuant to Oregon Revised Statute (ORS) 192.660 (2)(i) to review and evaluate the job performance of a chief executive officer, other officers, employees, and staff, if the person whose performance is being reviewed and evaluated does not request an "open hearing."

Mayor Gamba adjourned the Study Session at 7:31 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

COUNCIL WORK SESSION

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

MINUTES

NOVEMBER 20, 2018

Mayor Mark Gamba called the Council meeting to order at 4:03 p.m.

Present: Councilors Angel Falconer and Shane Abma

Absent: Council President Lisa Batey and Councilor Wilda Parks

Staff: Associate Planner Vera Kolias
Assistant City Engineer Jennifer Garbely
Assistant City Manager Kelly Brooks
City Attorney Justin Gericke
City Recorder Scott Stauffer

Mayor Gamba noted that Councilor Parks was absent due to illness and Council President Batey would be absent from the Work Session.

1. Downtown Wayfinding Signage – Update

Ms. Kolias noted the recent installation of wayfinding signs and a kiosk in the Downtown area. She explained that additional signs would be installed along McLoughlin Boulevard and in south downtown after construction in the area was completed. She reported that a Metro grant had funded part of the first phase of implementing the Wayfinding Systems Plan.

Mayor Gamba, Ms. Kolias, and Ms. Brooks noted that the kiosk would promote City events and would be updated regularly.

Ms. Kolias summarized comments from the Oregon Department of Transportation (ODOT) regarding the signs to be placed along McLoughlin Boulevard. The group discussed the consistency of state highway signs.

Councilor Abma and Mayor Gamba remarked on how nice the recently installed “Welcome to Milwaukie” sign at City Hall looked.

2. Milwaukie Bay Park Pedestrian Bridge Emergency Order – Update

Ms. Garbely explained that the pedestrian bridge in Milwaukie Bay Park had been damaged by fire set by unidentified individuals. She showed photos of the burned area and noted that due to the damage the bridge had become structurally unsound. She explained the emergency repairs that were taking place and reported that the bridge was scheduled to be open in time for the City’s Winter Solstice event.

Councilor Falconer and Ms. Garbely discussed the materials used for the bridge. **Ms. Garbely** noted the original design had included an aluminum culvert, but a plastic culvert had been installed to cut costs. The group noted other work being done while the bridge was being replaced, including improved draining features.

3. Election Review and Legislative Session Preview – Discussion

Ms. Brooks provided an overview of the November 2018 statewide, regional, and local election results. She noted that Mayor Gamba and Council President Batey had been reelected and that Katharine Hyzy had been elected to Council Position 2. **Mr. Stauffer** explained that Clackamas County would be certifying the election results soon.

Councilor Abma noted that the League of Oregon Cities (LOC) had produced an election results summary report. **Mayor Gamba** noted the passage of the Metro housing bond and Ballot Measure 102 which amended the State Constitution related to what housing funding actions local governments could take.

Ms. Brooks discussed how staff could track pending legislation during the 2019 Legislative Session. She reported that the LOC had a robust tracking system. She remarked that Council did not have a specific “ask” for the legislative session this term. The group commented on when Council had adopted a resolution regarding proposed carbon cap-and-invest policy and other policy issues. **Mayor Gamba** expressed interest in write a resolution in support of mental health policy. The group discussed the difficulty of maintaining a tracking spreadsheet and noted the importance of sharing information.

4. Veterans Services – Discussion

Jerry Craig, American Legion Post 180 Chaplain, presented information about various veterans’ issues. He discussed the history of the use of the chemical known as Agent Orange and its effects on Vietnam veterans and their families. He noted resources that veterans and their families could use to treat Agent Orange related issues.

Mr. Craig discussed veteran suicide rates and related suicide prevention resources. He provided reports and news articles about water contaminants and exposures at military facilities across the country. He encouraged veterans and their families to use the health resources and services available. **Mr. Stauffer** suggested that he meet with Mr. Craig to discuss how the City could support Mr. Craig’s veterans services work.

Bernie Stout, Milwaukie resident, commented on his family’s experience working to provide resources to veterans. He expressed interest in helping promote the available veteran services.

5. Adjourn

Mayor Gamba adjourned the Work Session at 5:19 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

COUNCIL REGULAR SESSION

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

2280th Meeting

MINUTES

NOVEMBER 20, 2018

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

Present: Council President Lisa Batey (via phone); Councilors Angel Falconer and Shane Abma

Absent: Councilor Wilda Parks

Staff: Assistant City Manager Kelly Brooks
City Attorney Justin Gericke
City Recorder Scott Stauffer

Information Technology Manager Brandon Gill
Planning Director Denny Egner

1. CALL TO ORDER

Pledge of Allegiance.

Mayor Gamba noted that Council President Batey was joining the meeting by phone and that Councilor Parks was absent due to illness.

2. PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. None Scheduled.

3. CONSENT AGENDA

It was moved by Councilor Falconer and seconded by Councilor Abma to approve the consent agenda as presented.

A. City Council Meeting Minutes:

1. October 2, 2018, Regular Session;
2. October 16, 2018, Regular Session; and
3. November 6, 2018, Work Session.

B. Resolution 95-2018: A Resolution of the City Council of the City of Milwaukie, Oregon, to authorize the City Manager to sign a second amendment to the intergovernmental agreement with Clackamas Broadband Express for fiber optics connection services.

C. Resolution 96-2018: A Resolution of the City Council of the City of Milwaukie, Oregon, to enter into an intergovernmental agreement (IGA) with the U. S. Geological Survey to collaboratively maintain the operation of the Johnson Creek Hydrological Monitoring program.

Motion passed with the following vote: Councilors Abma, Falconer, and Batey, and Mayor Gamba voting “aye.” [4:0]

4. AUDIENCE PARTICIPATION

Mayor Gamba reviewed the Audience Participation procedures. **Ms. Brooks** reported that there was no follow-up report from the November 6, 2018, Audience Participation.

Bernie Stout, Milwaukie resident, asked that updates including the recent traffic study report on the Monroe Street Neighborhood Greenway be posted online. He suggested the Railroad Avenue pathway be completed before the Monroe Greenway project.

5. PUBLIC HEARING

A. Approval of Construction Manager/General Contractor (CM/CG) Contracting for the South Downtown Plaza – Resolution

Opening: **Mayor Gamba** called the hearing on the staff request to use CM/CG alternative contracting for the South Downtown Plaza Project to order at 6:05 p.m.

Purpose, Conflict of Interest and Jurisdiction: **Mayor Gamba** explained that the purpose of the hearing was to consider the staff's request to use the CM/CG contracting method.

It was noted that no Council member declared any conflict of interest and no audience member challenged Council's ability to participate in the hearing.

Staff Report: **Ms. Garbely** noted previous Council discussions about the project and reviewed the benefits of using the CM/CG contracting method. She explained that the CM/CG method would give the City more flexibility to select a contractor who could work with the design team throughout the project to find alternatives and cost savings. **Mayor Gamba** noted that the City had used the CM/CG method with other projects.

Correspondence: **Councilor Abma** and **Ms. Garbely** noted that no correspondence had been received. **Councilor Abma** expressed support for using the CM/CG method.

Audience Testimony: It was noted that no audience member wished to address Council.

Staff Comments: It was noted that staff had no further comments.

Questions of Clarification: It was noted that Council had no further questions.

Close Public Testimony: **It was moved by Councilor Falconer and seconded by Councilor Abma to close the public hearing. Motion passed with the following vote: Councilors Abma, Falconer, and Batey, and Mayor Gamba voting "aye."** [4:0]

Mayor Gamba closed the public hearing at 6:09 p.m.

Council Discussion: The group noted that the resolution in the meeting packet had the wrong approval date and would be corrected by staff. Council expressed support for using the CM/CG method for the South Downtown Plaza.

Council Decision: **It was moved by Councilor Falconer and seconded by Councilor Abma to approve the Resolution, acting as the Local Contract Review Board, adopting findings to allow alternative contracting for the South Downtown Plaza project. Motion passed with the following vote: Councilors Abma, Falconer, and Batey, and Mayor Gamba voting "aye."** [4:0]

Resolution 97-2018:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, ADOPTING FINDINGS TO ALLOW ALTERNATIVE CONTRACTING FOR THE SOUTH DOWNTOWN PLAZA PROJECT.

B. Consideration of Housekeeping Amendments to the Milwaukie Zoning Ordinance (ZA-2018-005) – Ordinance

Call to Order: **Mayor Gamba** called the hearing on the proposed Code Amendments, File #ZA-2018-005, to order at 6:12 p.m.

Purpose and Conflicts: **Mayor Gamba** explained that the purpose of the hearing was to receive public comment on the proposed amendments to the City's Zoning Code.

It was noted that no Council member wished to declare any conflicts of interest.

Staff Report: **Ms. Kolias** provided an overview of the proposed code amendments and noted that the changes would affect the required reviews for recreational trails built in natural resource (NR) and Willamette Greenway (WG) zones. She reported that the amendments would also change the definition of a low impact path.

The group noted that part of the Kronberg Park path would be an elevated structure and part would be built at grade-level. They discussed the possibility of removing the "at grade" reference in the "Low-Impact Pathways" definition.

Ms. Kolias presented a map showing the WG zone around Kronberg Park. **Mayor Gamba** suggested that Kellogg Lake and Creek had been included in the WG because the river's high-water level covered the lake part of the year. He asked if there was concern that the path would be closed to the river's high-water mark. The group discussed the impact of the river's water levels on the path. **Ms. Kolias** reported that the riverway was determined by the low water mark.

Council President Batey expressed concern that amendments meant to address issues with a path on public land could also impact the development of trails on private property. **Mr. Egner** noted that the amendments would affect the public path around the Kellogg Creek Treatment Plant. He and **Council President Batey** agreed that the park area near the plant should be marked as a park on City maps.

The group discussed whether the park path would be made of permeable materials. They noted that the proposed changes to the "Low-Impact Pathways" definition referenced "permeable materials." It was the group consensus to revise the definition language to include "constructed of permeable material if at-grade."

Ms. Kolias explained that the amendments would remove the park path area from the WG zone but the path would remain in the NR overlay and would be subject to NR review. She reported that the only comments received on the amendments had been from the State Department of Land Conservation and Development (DLCD). She noted that staff had incorporated the DLCD's recommended changes into the amendments. She explained that the Planning Commission and staff recommended Council adopt the amendments.

The group noted that staff would read the changes to the amendments into the record.

Audience Testimony: It was noted that no audience member wished to address Council regarding the hearing topic.

Close Public Testimony: It was moved by Councilor Abma and seconded by Councilor Falconer to close the public hearing. Motion passed with the following vote: Councilors Abma, Falconer, and Batey, and Mayor Gamba voting "aye." [4:0]

Mayor Gamba closed the public hearing at 6:33 p.m.

Council Discussion: **Mayor Gamba** asked Ms. Kolias to read the changes to the amendments into the record. **Ms. Kolias** read the revised definition "Low-Impact Pathways" within the WG into the record:

“Low-Impact Pathways” means public recreational trails or public walkways located a minimum of 150 feet from the top of Willamette riverbank and constructed of permeable materials when at-grade, up to 12-feet in width.

Council Decision: It was moved by Councilor Falconer and seconded by Councilor Abma to approve the Ordinance amending Title 19 Zoning to make minor changes to select sections for the purpose of clarification and improved effectiveness (File #ZA-2018-005) as amended. Motion passed with the following vote: Councilors Abma, Falconer, and Batey, and Mayor Gamba voting “aye.” [4:0]

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

Mr. Stauffer polled the Council with Councilors Abma, Falconer, and Batey, and Mayor Gamba voting “aye.” [4:0]

Ordinance 2166:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING TITLE 19 ZONING TO MAKE MINOR CHANGES TO SELECT SECTIONS FOR THE PURPOSE OF CLARIFICATION AND IMPROVED EFFECTIVENESS (FILE #ZA-2018-005).

Ms. Brooks and **Councilor Falconer** thanked Ms. Kolias and Mr. Egner for their work to address the pathway issues in Kronberg Park.

6. OTHER BUSINESS

A. None Scheduled.

7. INFORMATION

Mayor Gamba asked that Council discuss the selection of a bank that aligns with the City’s values. **Ms. Brooks** noted the topic would be added to a future agenda.

Mayor Gamba announced upcoming events, including the Ledding Library’s matching fines program, the Umbrella Parade and Tree Lighting, a Housing Forum, holiday parties at the Milwaukie Center and Milwaukie Museum, and the Winter Solstice event.

Councilor Falconer and **Ms. Brooks** noted staff would send Council an update on the number of registrations for the Housing Forum. **Councilor Falconer** noted that the first 50 people to register would get a free copy of “The Color of Law” book by Richard Rothstein, who would be speaking at the forum. The group remarked on the disturbing outcomes of housing policies adopted by all levels of government.

Council President Batey noted an upcoming Kronberg Park work party and a Celebrate Milwaukie, Inc. (CMI) sponsored downtown businesses decoration contest.

8. ADJOURNMENT

It was moved by Councilor Falconer and seconded by Councilor Abma to adjourn the Regular Session. Motion passed with the following vote: Councilors Abma, Falconer, and Batey, and Mayor Gamba voting “aye.” [4:0]

Mayor Gamba moved to adjourn the regular session at 6:44 p.m.

Respectfully submitted,

Scott Stauffer, City Recorder

COUNCIL DINNER

Home of Councilor Abma
10465 SE 37th Avenue
www.milwaukieoregon.gov

MINUTES

DECEMBER 2, 2018

Mayor Mark Gamba called the Council meeting to order at 5:30 p.m.

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

Staff: City Attorney Justin Gericke, City Manager Ann Ober

The group participated in a social dinner and no topics of City business were discussed.

Mayor Gamba adjourned the Special Session at 9:00 p.m.

Respectfully submitted,

Ann Ober, City Manager

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Nov. 29, 2018

Reviewed: Bonnie Dennis, Finance Director

From: Kelli Tucker, Accounting & Contracts Specialist

Subject: **Authorization Procedure Change for Intergovernmental Agreements**

ACTION REQUESTED

Adopt resolution to change authorizing procedure for intergovernmental agreements (IGAs).

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

During 2015 (approximately) - The City's internal procedure changed so that all IGAs, including renewals and amendments, be presented to Council for authorization. This procedure was applied regardless of contract value or signing authority.

[November 6, 2018](#) - Staff presented an analysis of 57 IGAs executed between the City and other public agencies since 2015. The following four categories were discussed with Council to clarify whether Council would continue to authorize under the current procedures:

- IGA with total value under the City Manager's signing authority
- IGA with renewal terms
- Amendment(s) to IGA
- IGA with no monetary value

Council expressed its trust in the City Manager to execute all IGAs in the above-mentioned categories without further approval.

ANALYSIS

With adoption of the resolution, all IGAs within the four categories above will be authorized by the City Manager. Council and staff agree that Council may select at any time to authorize an IGA or public contract regardless of delegated authority should it be in the City's best interest.

IGAs exceeding a value of the City Manager's signing authority will continue to require Council's authorization prior to execution.

WORKLOAD IMPACTS

Staff workload will be reduced with the expedited approval process.

COORDINATION, CONCURRENCE, OR DISSENT

City Manager and Finance Director concur.

STAFF RECOMMENDATION

Staff recommends adoption of resolution to change procedures for authorizing IGAs.

ALTERNATIVES

Current authorization procedure for IGAs would exist in the absence of the adopted resolution proposed.

ATTACHMENTS

1. Resolution



COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, ADOPTING INTERNAL PROCEDURES TO AUTHORIZE INTERGOVERNMENTAL AGREEMENTS (IGAs).

WHEREAS, the City Council is designated as the Local Contract Review Board for contractual matters relating to the City; and

WHEREAS, City Council delegated authority to the City Manager to enter into public contracts up to a specified amount without Council approval; and

WHEREAS, there is a consistent need and benefit for the City to enter into IGAs with public agencies; and

WHEREAS, IGAs authorized in a similar manner as other public contracts will expedite City projects.

Now, Therefore, be it Resolved that the City Council, acting as the Local Contract Review Board for the City of Milwaukie, hereby adopts internal procedures allowing the City Manager to authorize IGAs within assigned authority without prior approval from City Council.

The Local Contract Review Board may at any time select to authorize an IGA or public contract regardless of delegated authority should it be in the City's best interest.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Dec. 3, 2018

Reviewed: Karin Gardner, Administrative Specialist III and Peter Passarelli, Public Works Director

From: Damien Farwell, Fleet & Facilities Supervisor

Subject: Janitorial Services Contract Renewal

ACTION REQUESTED

Authorize the City Manager to sign an amendment extending the term of the Purchase Agreement with TVW, Inc. for janitorial services.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

In accordance with Oregon Revised Statute 279.850(1), the City contracts with a qualified rehabilitation facility (QRF) for janitorial services. The QRF program empowers disabled individuals to gain independence through vocational placement and provides long-term employment opportunities. The QRF program is managed by the State of Oregon.

In October 2016, the City solicited bids from four QRFs known to service the Clackamas County area. The City selected TVW, Inc., who was determined to be the most qualified QRF to provide service to the City's five buildings.

On [December 20, 2016](#), City Council adopted [Resolution 126-2016](#) authorizing the execution of a contract with TVW, Inc. The contract was effective January 1, 2017, for an initial two-year period and included the option to extend up to two, two-year periods.

ANALYSIS

The contract between the City and TVW, Inc. has reached the end of its initial two-year period and staff requests Council's authorization to extend the term by exercising the first of two renewal periods. The amendment would extend the current contract through December 31, 2020. The cost for janitorial services is approximately \$168,000 per year and included in the adopted budget for FY19-FY20.

Staff will continue to work closely with TVW, Inc. on day-to-day services for each building, as well as any necessary changes to the scope of work deemed in the City's best interest. Staff is currently negotiating further scope changes with TVW, Inc., which should result in some cost savings including reduced services related to the temporary Library space.

BUDGET IMPACTS

None.

WORKLOAD IMPACTS

None.

COORDINATION, CONCURRENCE, OR DISSENT

None.

STAFF RECOMMENDATION

Staff recommends authorizing resolution as proposed.

ALTERNATIVES

Reject recommendation and request staff to solicit interest from other QRFs. This alternative will leave the city without contracted janitorial services for a period of time.

ATTACHMENTS

1. Purchase Agreement with TWV, Inc.
2. Amendment #3
3. Resolution



**PURCHASE AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR JANITORIAL SERVICES**

THIS CONTRACT is made and entered into this **1st day of January, 2017**, by and between the City of Milwaukie, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and **TVW, Inc. dba Sustainable Cleaning Systems**, hereinafter called "Contractor."

RECITALS

WHEREAS, City has need for certain goods or services provided by Contractor, and

WHEREAS, Contractor is in the business of selling certain goods or services and is aware of the purposes for which City will use the goods,

THEREFORE, City and Contractor wish to enter into a contract under which City shall purchase the goods or services described in Contractor's bid in accordance with these contract documents, including the attached standard terms and conditions.

TERM AND CONDITIONS

Any purchase made against this Contract shall be in compliance with the terms and conditions set forth in these contract documents, including those listed in Exhibit A, Standard Terms and Conditions.

GOODS OR SERVICES TO BE PROVIDED

City shall purchase goods or services from Contractor in accordance with scope and specifications outlined in Exhibit B. This Contract is non-exclusive; City reserves the right to procure goods or services through any other means as it deems necessary. Contractor shall be responsible for the delivery of goods or services in accordance with Exhibit B and the terms and conditions of this Contract.

EFFECTIVE DATES AND DURATION

This Contract shall become effective upon **January 1, 2017** and shall expire, unless otherwise terminated or extended, on **December 31, 2018**. The City shall also retain the rights to **two (2) two-year** extensions to the Contract.

COMPENSATION

City agrees to compensate Contractor for goods or services supplied, including any applicable shipping and handling charges, as described in Exhibit B. City shall not be responsible for payment of any materials, services, expense, or costs other than those which are specifically included in Exhibit B. Payment shall be on a unit price only for those goods or services received in an acceptable condition to City. Compensation over the life of this Contract is not to exceed **three hundred thirty-two thousand five hundred forty-two dollars (\$332,542)**. Any pricing increase must be submitted to the City 60 days prior to the effective date and must be in compliance with the Escalation Clause stated in Exhibit B. Payment will be made based on Contractor's invoice, subject to the approval of the Contract Manager or appropriate City representative, and not more frequently than monthly. Payment shall be made only for work actually completed as of date of invoice. Payment terms shall be net 30 days from date of invoice.

CONTACT INFORMATION

All notices shall be made in writing and may be given by personal delivery, mail, email or fax. The following addresses and contacts shall be used to transmit notices and other information:

Contract Manager for City:	Contract Manager for Contractor:
Attn: Damien Farwell, Fleet & Facilities Supervisor	Attn: Allen Bethel
Address: 6101 SE Johnson Creek Blvd Milwaukie, Oregon 97206	Address: 6615 SE Alexander St., Hillsboro, OR 97123
Phone: 503-786-7621	Phone: (503) 649-8571 Ext. 1003
Fax: 503-786-7676	Fax: (503) 649-8574
Email Address: farwelld@milwaukieoregon.gov	Email Address: abethel@tvwinc.org

All invoices shall be given by mail, email or fax. Payments to Contractor may be delivered by mail or electronic transfer. The following addresses and contacts shall be used to transmit invoices and other accounting information:

Accounts Payable Contact for City:	Accounts Receivable Contact for Contractor:
Kelli Tucker	Wendy Dersham
10722 SE Main St Milwaukie, OR 97222	6615 SE Alexander St., Hillsboro, OR 97123
Phone: 503-786-7523	Phone: (503) 649-8571
Fax: 503-786-7523	Fax: (503) 649-8574
Email Address: tuckerk@milwaukieoregon.gov	Email Address: wdersham@tvwinc.org
Invoice Email: ap@milwaukieoregon.gov	

CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor acknowledges that for all purposes related to this Contract, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Contract, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

Contractor acknowledges that for all purposes related to this Contract, Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, City's officers, employees, agents, and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its Subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

INSURANCE

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities and work hereunder.

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

- a. Commercial General Liability Insurance
If Contractor will be installing or testing the goods, or otherwise performing services on City's premises, Contractor shall provide a certificate indicating that Contractor has commercial general liability insurance covering bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance. Coverage will include \$2,000,000 per occurrence and \$3,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.
- b. Business Automobile Liability Insurance
If Contractor will be delivering the goods, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.
- c. Workers' Compensation Insurance
The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain workers' compensation coverage. All non-exempt employers shall provide Employers Liability Insurance with coverage limits of not less than \$500,000 each accident.
- d. Certificates of Insurance
As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Contract.
- e. City's insurance is excess and not contributory insurance with the insurance required by this contract.

Any action or suits involving any question arising under this Contract must be brought in the Circuit Court of the State of Oregon.

COMPLETE AGREEMENT

This Contract, including the attached terms and conditions and exhibits, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Contract, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Contract to be executed by its duly authorized undersigned officer and Contractor has executed this Contract on the date hereinabove first written.

CITY OF MILWAUKIE

TVW, Inc. dba Sustainable Cleaning Systems

Signature

Signature

Ann Ober, City Manager

Printed Name & Title

Allen Bethel, Division Manager

Printed Name & Title

Date

Date

CITY OF MILWAUKIE
STANDARD TERMS AND CONDITIONS

EXHIBIT A

1. Packing & Shipment. Deliveries shall be made as specified, without charge for boxing, crating, carting or storage. Material shall be suitably packed to ensure against damage from weather or transportation and to secure lowest transportation costs, and in accordance with the requirements of common carriers. Buyer's Order number and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be conclusive on shipment not accompanied by packing lists. Unless otherwise specifically agreed, all costs of packaging and shipment are included in the purchase price and all goods will be shipped, with all costs prepaid. Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer in this Order.
2. Warranty. Unless otherwise agreed in writing, Seller warrants that the products ordered will conform to the specifications herein and to any drawings, samples, or other description furnished or adopted by Buyer. All products are warranted to be merchantable, to be of the highest quality design, material, and workmanship and free from defect and to be fit for purpose intended. All warranties shall survive inspection or test, acceptance and payment. Warranties shall run to Buyer, its successors, assigns and customers. Warranty period shall be (1) year from date of acceptance by Buyer.
3. Inspection and Acceptance. At Buyer's request, Seller shall provide a complete inspection program; satisfactory to Buyer, for Buyer's inspection of all materials, fabricating methods, equipment in process work and finished products.
If this Order provides for inspection of the work by Buyer on site during the period of manufacture, Seller agrees to provide Buyer's inspectors with reasonable facilities and assistance during such inspection. Inspection by Buyer shall not unduly delay the work. Buyer may charge Seller any additional cost incurred by Buyer if the work is not ready in accordance with the inspection schedule. Any inspection made or Waiver-of-Inspection-Notice given by Buyer will not relieve Seller from its responsibilities for delivering products and work hereunder.
Acceptance or rejection of the products shall be made up to 10 days after delivery and inspection by Buyer except as otherwise provided herein. Failure to inspect and accept or reject products shall neither relieve Seller from responsibility for such products, which do not meet the requirements herein nor impose liability on Buyer therefore.
4. Delivery. If Seller fails to meet the delivery schedule provided herein, Buyer may require Seller to deliver the products, or any portion thereof, in any manner commercially necessary to speed delivery, all at the Seller's sole expense. Unless otherwise agreed upon in writing by Buyer and Seller, Seller shall be required to pay the normal freight weight plus any premium rate required. Invoices covering products shipped in advance of the date specified will not be paid until after the date specified for delivery and are subject to rejection, as provided in this paragraph immediately below, if shipped too early.
Neither party shall be liable for delays or defaults due to strike, fire, windstorm, riot, natural disaster, war, civil unrest or other similar unforeseeable cause beyond the control and without the fault or negligence of the party incurring such delay. Seller shall notify Buyer in writing of the existence of such cause within five (5) days after the commencement of the delay or default giving pertinent information concerning such cause. No delivery shall be made more than seven (7) days prior to the applicable delivery date, and Buyer shall have the right to return earlier deliveries at Seller's risk and expense or charge to Seller any additional costs sustained because of the same.
5. Buyer-Furnished Materials. Seller shall assume all risk of loss of any material furnished by Buyer to Seller for use in performance of this Order.
6. Taxes. Seller shall not invoice Buyer for any taxes nor include in Seller's price any federal excise, state, or city tax or any other tax, unless Seller has first asked Buyer for Buyer's tax exemption number and it has been agreed upon between both parties that Buyer is not exempt from the tax.
7. Changes. Buyer may, by written order, make changes including changes in drawings or specifications. Buyer will equitably adjust any difference in cost or time for performance resulting from such change and the Order modified in writing accordingly. ANY CLAIM BY SELLER UNDER THIS CLAUSE MUST BE ASSERTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF SELLER'S RECEIPT OF THE CHANGE ORDER OR THE CLAIM WILL NOT BE ALLOWED. In the event that Buyer proposes any change prior to making such change by written order and such change will have an effect on the warranty of the products procured by this Order, Seller shall notify Buyer in writing of such effect within 10 days of receipt of such proposal.
8. Advertising. Seller shall not, without the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish to Buyer the products herein.

9. Cancellation for Cause. Buyer may cancel all or any part of the undelivered portion of this Order if Seller breaches any of the terms hereof or in the event of any of the following: Insolvency of Seller, a voluntary or involuntary petition in bankruptcy for, by or against Seller; the appointment of a receiver or trustee for Seller, or an assignment for the benefit of creditors by Seller or if Buyer has reasonable cause to believe Seller will become insolvent, file for bankruptcy, go out of business or that the products being shipped may be subject to lien, claim or attachment by a creditor of Seller. Any such cancellation under this section shall be cancellation for cause and in the event of such cancellation, Buyer shall have the right to complete, or cause to have completed, this Order including the right to cause Seller to produce, without liability of any kind to the Buyer, proprietary items of the Seller as necessary to complete the Order. The remedies and damages in this section shall be cumulative and in addition to any other or further remedies provided at Law or in Equity, including reasonable and necessary attorney's fees and other costs of litigation.
10. Termination. Buyer has the right, in its sole discretion, to terminate this Agreement without cause or for no cause at any time by giving notice to Seller. If Buyer terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. Buyer may deduct the amount of damages, if any, sustained by Buyer due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.
11. Assignment and Subcontracting. Seller may not assign or subcontract any of its rights or obligations hereunder without the prior written approval of Buyer. Any unapproved assignment shall be void. Seller shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by Buyer of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the Buyer. Buyer may assign its rights under this Order.
12. Work on Buyer's Premises. If Seller's performance of this Order involves operations by Seller on Buyer's premises, Seller shall (a) provide all necessary and sufficient safeguards and take all proper precautions against the occurrence of injury to any person or damage to any property, and shall be responsible for and shall indemnify and hold harmless Buyer, its representatives, officers, employees, and agents from any and all loss, suit, action or claim, including cost and attorney's fees, by reason of injury, including death, to any person and carry public liability and property damage insurance with limits of liability of not less than \$1,000,000 each, unless higher limits are required by a signed purchase agreement, with contractual liability endorsement and such insurance as set forth in the insurance clause of the contract. Compliance shall be verified by Certificate of Insurance with appropriate endorsements sent to Buyer prior to Seller commencing work on Buyer's premises. Any work performed on Buyer's premises must be done pursuant to all OSHA standards, all applicable State and Federal health and safety laws, rules and regulations and all workers must be covered by workers' compensation insurance furnished through and paid for by Seller.
13. Stop Work Order. Buyer may, at any time by written order to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of 90 days after the written order is delivered to Seller, and for any further period to which the parties may agree and for any other period to which the parties may have agreed or as provided in Section 4, 10, and/or 11. Within the period of 90 days or less or within any extension of that period, Buyer shall either: (a) cancel the "Stop Work Order" and direct Seller to resume work; or (b) terminate the work covered by this Order. If Buyer orders Seller to resume work, Seller shall be entitled to any equitable adjustment pursuant to Section 8 provided a claim for such an adjustment shall be submitted by Seller within 30 days after the end of the period of work stoppage.
14. Payment. Payment date shall be calculated from the date of Buyer's receipt of an acceptable invoice and Buyer's acceptance of the products and supporting documentation at destination.
15. Information/Data. Unless otherwise agreed in writing any designs, drawings, specifications, or other manufacturing information furnished by Buyer to Seller shall be confidential to Buyer and is furnished solely for the performance of this Order. All copies of such information shall be returned to Buyer upon completion of the Order. Any designs, drawings, specifications, or other manufacturing information delivered by Seller to Buyer may be used for any purpose whatsoever. The foregoing shall apply notwithstanding the presence or absence of any contrary legend or statement on any of such information. All business and governmental information materials containing business and governmental information provided by Buyer to Seller shall be treated as confidential.
16. Compliance with Laws and Regulations. Seller warrants that all products, goods, or work delivered and performed shall comply with all applicable Federal, State or Local Laws or Regulations including without limitation The Occupational Safety and Health Act (29 USC. Chapter 15); Federal Hazardous Material Transportation Act (49 USC. Chapter 27); Equal Employment Opportunity; E.O. 11246 and 41 CFR Sections 60-1.4 and 60-1.7; Employment of the Handicapped E.O. 11758 and 41 CFR Section 60-741-4; Utilization of Minority

EXHIBIT A

- Enterprises E.O. 11625 and 41 CFR Subpart 1-1.13; Age Discrimination E.O. 11141, Employment of Veterans E.O. 11701 and 41 CFR Section 50-250.4 and all rules, regulations and amendments issued pursuant to the foregoing.
- Seller shall indemnify Buyer, its officers, employees and agents against any damages, penalties, costs or expenses incurred in connection with any alleged violation of any Federal, State or Local Law or regulating the manufacture or sale to the Buyer of any Item covered by this Order.
17. Patents, Copyrights, Trademarks. Seller warrants that no products will be furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark. Seller agrees to immediately replace at its sole cost any products furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark or to take all steps necessary at Seller's sole expense to remove such infringement.
- Seller will indemnify and hold harmless Buyer, its representatives, officers, employees and agents from and against any and all costs, royalties, damages and/or expenses which may arise out of or result from, or be reasonably incurred in contesting any claims that the methods, processes or acts by the Seller or its employees or the products furnished hereunder, infringes or contributes to the infringement of any letters, patent, copyright or trademark.
18. Waiver. The failure of Buyer to enforce at any time any of the provisions of this Order or to exercise any option herein provided, shall not be a present or future waiver of such provisions, nor in any way affect the validity of this Order or any part hereof, or the right thereafter to enforce each and every such provision. The express waiver (whether one (1) or more times) of any provision, condition or requirement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
19. Independent Contractor. Seller is an independent contractor and persons employed by Seller shall be employees of Seller and not employees of Buyer.
20. Complete Agreement. The Purchase Agreement and any referenced attachments constitute the complete agreement between the parties. Except as otherwise provided herein, it is subject to change only by an instrument signed in writing by both parties.
21. Acceptance by Performance. If Seller fails provide to Buyer with a signed copy of this order, but delivers product or performs the services specified in this agreement, then Seller agrees that the Seller shall be deemed to have accepted the terms and conditions of this order, as provided on both the front and this reverse side of the order. Buyer must agree any changes or modifications to this order by Seller to, in writing, or they shall not be deemed accepted by Buyer and if the Seller delivers the products nonetheless, then the original terms and conditions of this order shall govern.
22. Mandatory Mediation and Binding Arbitration. If there is a dispute concerning any of the terms, conditions or the performance of this order, then it is hereby agreed by both Buyer and Seller that the dispute shall be submitted first to non-binding mediation, to be performed by a sole mediator to be agreed upon between Buyer and Seller. If a mediator cannot be agreed upon, then the parties agree that any Circuit Court judge for the State of Oregon, County of Clackamas, shall be authorized to appoint a mediator for the parties.
- Should the parties fail to reach an agreement through mediation, then the parties shall submit to binding arbitration, which shall be governed by the rules of the Arbitration Service of Portland, and shall be conducted within Clackamas County. The arbitration shall be conducted by a single arbitrator chosen by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, the parties shall ask the Presiding Judge of the Circuit Court for Clackamas County to select the arbitrator. If the arbitrator determines that one party is the prevailing party, then the losing party shall be required to pay all fees and costs of the arbitration. On the other hand, if the arbitrator determines that neither party is to be considered the prevailing party, then the fees and costs of the arbitration shall be divided equally between the parties. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, then the other party shall be entitled to costs, including reasonable attorney fees, for having to compel arbitration or defend or enforce the award. The parties agree to defend the arbitrator and any individual engaged in the administration of an arbitration proceeding from any subpoenas or claims from third parties arising out of this order or the arbitration.
23. Jurisdiction and Attorney Fees. This order shall be governed and construed according to the laws of the State of Oregon. If a dispute shall arise under this order necessitating the services of an attorney, then the prevailing party shall be entitled to collect from the losing party all of its/his/her reasonable costs and attorney fees, either in arbitration (if awarded by the arbitrator as provided above), or by a court before which any matter concerning this order may be heard, both at trial and on appeal.
24. Neutral Interpretation. This order constitutes the product of negotiations between the parties hereto. Any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of draftsmanship.
25. Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between the provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which to the parties have no legal right to contract, the latter shall prevail. The provision of this Agreement, which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.
26. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, then that period shall be extended to include the next day which is not a Saturday, Sunday or holiday.
27. Notice. Any notice required or permitted to be given by either party to the other shall be deemed to have been given when sent via telecopy, overnight air courier, or deposited in the United States mail certified, return receipt requested, with first class postage prepaid, addressed as indicated on the front of this order, or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. Notice shall also be considered effective upon delivery if personally delivered.
28. Conditions of Supplying a Public Agency. Where applicable, seller must make payment promptly as due to persons supplying Seller labor or materials for the execution of the work provided by this order. Seller must pay all contributions or amounts due from Seller to the Industrial Accident Fund incurred in the performance of this order. Seller shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of Buyer on account of any labor or material to be furnished. Seller further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
29. Payment of Claims by Public Officers. In the event that Seller fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Seller or a subcontractor of Seller by any person in connection with the performance of this order when such claim becomes due, then the proper officer or officers representing the Buyer hereunder may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due to the Seller by reason of this order. The payment of a claim in the manner authorized by this provision shall not relieve the Seller or any of the Seller's surety from obligations with respect to any unpaid claims.
30. Health Care Benefits for Seller's Employees. If this order involves public service, then Seller must provide health care benefits to all employees who are performing services previously performed by public employees performing similar duties under this order.
31. Hours of Labor. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
32. Medical Care and Workers' Compensation. Seller shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Seller, of all sums which the Seller agrees to pay for such services and all moneys and sums which the Seller collected or deducted from the wages of the employees pursuant to any law, contractor agreement for the purpose of providing or paying for such service.

EXHIBIT B

SPECIFICATIONS **(SCOPE OF WORK)**

Area 1 (Total = 24,085 Square Feet)

Facilities: City Hall
10722 SE Main Street
Milwaukie, OR 97222
9,885 sq. ft.

Ledding Library
10660 SE 21st Ave
Milwaukie, OR 97222
12,400 sq. ft.

Pond House
2215 SE Harrison St
Milwaukie, OR 97222
1,800 sq. ft.

Area 2 (Total = 22,000 Square Feet)

Facility: Public Safety Building
3200 SE Harrison Street
Milwaukie, OR 97222
22,000 sq. ft.

Area 3 (Total =10,335 Square Feet)

Facilities: JCB-Community Development Building
6101 SE Johnson Creek Blvd
Milwaukie, OR 97206
4,200 sq. ft. office space

JCB-Fleet Office areas
6101 SE Johnson Creek Blvd
Milwaukie, OR 97206
535 sq. ft. office space

JCB – Public Works & Facilities Building
6101 SE Johnson Creek Blvd
Milwaukie, OR 97206
5,600 sq. ft. office space

Section 1 – Standard Specifications and Conditions

1.1 GENERAL

Contractor shall provide janitorial services for the City of Milwaukie (City) facilities. Contractor shall furnish all equipment, materials and services necessary to perform the janitorial duties specified in a satisfactory manner and at not less than the frequencies set forth in the following specifications. The premises shall be maintained in a neat, clean, and orderly condition according to Cleaning Performance Standards (Section 1.27) contained in this package.

1.2 SCOPE OF WORK

There are five (5) City facilities included in this specification, which are located at various locations throughout City limits. City spaces in this specification total approximately **56,420** square feet of offices, and libraries, as listed under "Facility Descriptions". These facilities are divided into three (3) areas. These facilities operate five (5) to seven (7) days a week, eight (8) to twenty-four (24) hours a day. Janitorial service for all facilities shall be scheduled as called for in this specification.

These facilities will receive cleaning five (5) to seven (7) days a week. These facilities shall be cleaned according to the Cleaning Performance Standards (Section 1.27). The service for these facilities is monitored on a daily basis by building staff and routinely inspected by Facilities Management for adherence to specifications. Janitorial staff working in these facilities shall have office related experience, as well as specialized training in the handling of infectious waste, contaminated sharps, communicable diseases and tuberculosis training and testing.

1.3 QUESTIONS ON TECHNICAL INFORMATION

Questions relating to materials in these Standard Specifications and Conditions shall be addressed to:

Damien Farwell, Fleet & Facilities Supervisor
City of Milwaukie Public Service Facility
6101 SE Johnson Creek Blvd.
Milwaukie, OR 97206
Phone: 503-786-7680
Email: farwelld@milwaukieoregon.gov

1.4 NATURE AND EXTENT OF SERVICES

The City serves the public in varying degrees depending on the function of each facility. Janitorial services in these facilities are required on a regularly scheduled basis coinciding with the days of operation and shall be completed during the times specified by the Contract Administrator. Days of operation shall be noted for each facility, while hours of operation vary at each building according to its use. All cleaning is to be accomplished during closed hours at each location, with the exception of facilities that operate 24-hours per day. Specific schedules shall be approved by Facilities Management prior to starting Contract.

The highest standards of cleanliness shall be maintained. It is the intent of these specifications that all facilities present a consistently clean condition. The services outlined in these specifications are to be considered as minimum requirements but in no instance are they to limit the level of cleanliness in buildings.

City's Cleaning Performance Standards are included in this specification in Section 1.27. Contractor shall include at a minimum the cleaning standards set forth in this specification and all additional requirements as detailed.

1.5 EMERGENCY RESPONSE

Contractor shall provide seven-day a week emergency coverage to the City facilities included in this specification. Emergency corrections called in before or after the regularly scheduled janitorial hours shall be considered emergency after-hours calls. Afterhours calls shall be submitted on a separate invoice designating the number of hours and the facility requiring such service. After-hours calls will be charged at an agreed rate. During normal janitorial hours, emergency janitorial corrections shall be taken care of at no additional charge.

NOTE: Exception cleaning such as major floods or contamination by bodily fluids shall be billed separately. Justifiable emergency calls are defined as follows:

A. Floods related to plumbing, roof leaks or other sources, when flooded area cannot be isolated (closed) or continuing damage is occurring due to flood remaining overnight.

B. Blood spills, vomit, urine or other human bodily fluids that cannot be isolated or blocked off.

Emergency after-hours calls shall be made directly to the Contractor. Emergency requests shall require Contractor to call within thirty (30) minutes after placing the first call and work started within two (2) hours.

Emergency correction needed during normal janitorial working hours shall be available by calling emergency numbers.

Non-emergency corrections shall be registered in the daily logbook for janitorial complaints. Non-emergency corrections shall be completed within twenty-four (24) hours. Examples of non-emergency corrections include such items as:

- i. Trash can full
- ii. Liquid spill presenting no safety hazard
- iii. Toilet paper or other dispensers empty (when other rest rooms are stocked and available)

1.6 FACILITY DESCRIPTIONS

ALL SQUARE FOOTAGES ARE APPROXIMATE AND CONTRACTOR SHALL VERIFY DIMENSIONS TO THEIR SATISFACTION.

AREA 1

A. **City Hall** contains approximately 9,885 sq. ft. of carpeted and hard surface floors. Janitorial services shall be performed 5 Days per week. Days of operation are Monday through Friday, 7:00am to 6:00pm. Some evening meetings are scheduled during the week. This schedule will be available to the janitorial service provider. No janitorial work will be performed during meeting hours. Mid-day cleaning at City Hall is referenced in Section 1.6(B).

B. **Ledding Library** contains approximately 12,400 sq. ft. of carpeted and hard surface floors. Janitorial services shall be performed 7 Days per week. Days of operation are 7 days per week. Hours of operation are Monday through Thursday 10:00am through 9:00pm, Friday and Saturday 10:00am through 6:00pm, Sunday 12:00pm through 6:00pm. Staff arrives generally by 8:30am on all days except Sunday, they arrive at 9:00am in the morning.

Exhibit B

Contract No. _____

In addition to evening cleanings there shall be mid-day cleanings (excluding holidays) at City Hall and the Ledding Library. The following checklist shall be completed for each mid-day cleaning of two (2) public restrooms at City Hall and three (3) public restrooms (Men/Women/ADA) at the Ledding Library:

1. Wipe down counter, fixtures/door handles, and walls around sink area
2. Clean and disinfect toilets
3. Wipe down stall areas, unplug any toilets, report any plumbing issues to City staff
4. Restock paper products and soap, if needed
5. Sweep and dry mop restroom floors
6. Remove trash, wipe down trash cans
7. Close restroom for no more than 10 minutes at a time

Contractor shall complete the following checklist for each mid-day cleaning of each location of City Hall and the Ledding Library:

8. Disinfect building entry door handles
9. Wipe down glass of building entry doors inside and out, including fingerprints
10. Check outside trash, grounds for trash, and overflowing trashcans. Gather trash and replace liner, if needed

Contractor shall keep checklist supplied outside janitorial closet door at each location. Contractor shall complete checklist daily after completion of every mid-day cleaning at each location.

C. **Pond House** contains approximately 1,800 sq. ft. of carpeted and hard surface floors. Janitorial services shall be performed 2 days a week. Days of operation are 7 days per week. Cleaning shall be performed on Thursday and Sunday.

AREA 2

D. **Public Safety Building (PSB)** contains approximately 22,000 sq. ft. of carpeted and hard surface floors. Janitorial services shall be performed 6 Days per week. Days of operation are 7 days per week, 24 hours per day. The office and reception area is open from 8:00am to 5:00pm, Monday through Friday. The community room is used during the day from 8:00am to as late as 10:00pm. Cleaning of these areas will have to be done after hours.

AREA 3

E. **JCB/Community Development Office** contains approximately 4,200 sq. ft. of office space consisting of carpeted and hard surface floors. Janitorial services shall be performed 5 days per week. The CD building office is open from 8:00am to 5:00pm, Monday through Friday. Cleaning of these areas shall be done after hours and on weekends.

F. **JCB/Fleet Shop Offices** contains approximately 535 sq. ft. of carpeted and hard surface floors. Janitorial services shall be performed 5 days per week. The Fleet shop office is open from 7:00am to 3:30pm, Monday through Friday. Cleaning of these areas shall be done after hours and on weekends.

G. **JCB/Public Works Building** contains approximately 5,600 sq. ft. of office space consisting of carpeted and hard surface floors. Janitorial services shall be performed 5 days per week. The Public Works office is open from 7:00am to 5:00pm, Monday through Friday. Cleaning of these areas shall be done after hours and on weekends.

1.7 DAILY/PERIODIC SERVICES SCHEDULE

Contractor shall provide City of Milwaukie Facilities Management with specific dates and times for items designated in the Building Cleaning/Task Schedule, Section 1.28.

Such dates and times are subject to the approval of Facilities Management. The unique operations conducted in some City facilities require that all areas be serviced according to the needs of the facility. All services scheduled to be performed quarterly, semiannually and annually shall be performed and scheduled at appropriate intervals during the term of the Contract.

1.8 SUPERVISION

The Contractor shall be responsible for the direct on-site inspection of the custodians through its supervisor(s), and the supervisor(s) shall be available at reasonable times to report to and confer with the Facilities Management Contract Administrator with respect to services. The telephone number of the responsible supervisor shall be provided to the City for daily, emergency, and/or non-routine service.

The Contractor shall provide an on-site supervisor whose primary task is to see to it that all of the Contractor's employees, in all buildings, understand and carry out what is required to satisfy the specifications of the Contract.

The on-site supervisor shall also schedule and coordinate the maintaining/restoring of all resilient/hard surface floor finishes and carpet cleaning. All floor restoration projects shall be scheduled seven days in advance with the Contract Administrator.

1.9 QUARTERLY CITY STAFF & CONTRACTOR MEETING

Contractor shall regularly schedule a quarterly meeting with a City representative. The location of the meeting shall be determined by the City representative. The purpose of the meeting shall be to discuss janitorial services during the previous quarter.

1.10 EXCEPTION CLEANING SERVICE

Contractor may occasionally be required to perform cleaning services on an exception basis for items or areas not covered by the cleaning schedule. Such services shall be requested by the Contract Administrator on an individual basis and shall be billed separately on a monthly basis as applicable.

1.11 CONTRACTOR SUPPLIED ITEMS

All labor, janitorial tools, equipment, machines, and cleaning supplies necessary for the performance of daily janitorial services shall be furnished by the Contractor.

Contractor shall furnish at the City's expense the following supplies for the performance of daily janitorial services:

- hand soap and sanitizer
- urinal mats
- seat covers
- toilet paper
- facial tissue
- garbage bags/can liners
- paper towels
- feminine products (pads, tampons & waste liners)

Any supplies purchased by Contractor, other than those identified in the above paragraph shall be at the Contractor's expense. Contractor to provide distribution of supplies throughout City facilities, as needed.

The City requires current safety data sheets (SDS) for all chemicals being used on-site in all City Facilities. The Contractor shall provide SDS and product labels to the Contract Administrator prior to the use of any chemicals.

1.12 CITY SUPPLIED ITEMS

The City shall furnish janitorial supplies not identified in Section 1.11.

1.13 JANITORIAL LOG

The Contractor shall furnish a janitorial log for each facility and/or work site as designated by the City Facilities Management Department. The log shall be reviewed daily by the contractor's personnel. Contractor's personnel shall acknowledge in writing any entry made by City personnel. This log shall remain in City designated areas of each facility.

1.14 GENERAL NOTATION

Contractor shall not operate or adjust the setting of any of the heating, ventilating or air conditioning systems in facilities without written approval of Facilities Management.

Contractor shall leave only designated lights on and shall check windows and doors for security upon completion of janitorial work.

Contractor shall learn and carefully operate building security systems according to instructions.

Contractor shall report any damaged or broken plumbing, glass, light fixtures, furniture, paint, floor, lavatory fixtures, etc., to Facilities Management.

Contractor shall be responsible to oversee, maintain, and purchase janitorial supplies, as needed per Sections 1.11.

Contractor shall report any unusual security problems to Facilities Management.

Contractor shall use designated janitorial closets and areas for storage of equipment and supplies. Janitorial closet areas shall be kept clean and orderly.

Contractor shall not permit visitors and children inside buildings at any time.

Contractor shall check the Logbook daily/nightly for instructions and cleaning problems.

Contractor shall repair/replace, at Contractor's cost, any furnishings or fixtures damaged by Contractor's employees.

The Contractor shall turn in lost and found articles to Facilities Management within twenty-four (24) hours.

1.15 IDENTIFICATION OF EMPLOYEES

Contractor shall provide uniforms and identification of its employees. All employees shall wear uniforms at all times while in City facilities so that each employee is readily identifiable. All Contractors' personnel shall be clean and neat at all times. Minimum requirement of a uniform shall be a shirt with company name, logo and employee name permanently attached. City supplied picture ID badges shall also be worn and displayed at all times Contractor's employees are in City facilities.

1.16 CERTIFIED PAYROLL

Contractor shall provide monthly-certified payroll verification for all Contractors' employees used in the performance of this Contract, if requested by City.

1.17 MINIMUM QUALIFICATIONS

Contractor shall completely meet the following minimum qualifications:

A. Contractor Experience - Contractor and Contractor's key personnel who will have supervisory roles in this Contract shall have a minimum of three (3) years of recent and continuous, comparable experience.

B. 24-Hour Response - Contractor shall have 24-hour, 7-day emergency response capability. Contractor will provide a complete description of response system, e.g., pagers, mobile phone, answering service, etc.

1.18 INSURANCE

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, insurance for not less than the dollar limits contained in the "Agreement Form Section" of this package.

1.19 SECURITY CLEARANCES

Contractor shall provide names and other requested information to Facilities Management on all principals and employees being used in the execution of this Contract for the purpose of obtaining a Security Clearance. No principal or employee shall be allowed to enter any City facility for work purposes until a Security Clearance is completed. Contractor shall allow a minimum of two (2) weeks for security clearance.

1.20 SDS

Contractor shall supply Safety Data Sheets for all products supplied by the Contractor for use in performance of this Contract. No products shall be approved for use, which contain lasting fragrance. These Data Sheets, along with the products, shall be kept up-to-date and properly labeled. No product shall be used in City Facilities until SDS have been reviewed and approved by Facilities Management.

1.21 REQUIRED TRAINING

Contractor shall provide copies of all required programs as listed below. The programs shall be complete and include the names of all employees to be used in the performance of this Contract.

Note: All employees shall be trained prior to beginning work in City facilities.

A. Certified HIV/Hepatitis training and vaccination program per OR-OSHA regulations OAR 437, Division B. General Occupational Safety and Health Rules (29 CFR 1910.1 030) blood-borne pathogens.

C. Hazardous Communications Program. (SDS)

D. Tuberculosis (TB) training and optional testing program. (OSHA)

E. Janitorial/Housekeeping training program on proper techniques and cleaning methods including training on the use of non-fragranced supplies complete with all related safety warnings.

1.22 NON-PERFORMANCE

In the event of nonperformance under the resulting Contract, the City, after twenty-four (24) hours' written notice to the Contractor, shall have the right to accomplish the work not performed, and it is agreed that the cost for said work or goods shall be borne by the Contractor.

For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

1.23 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the specifications, the decision of the City shall be final and binding upon all parties.

1.24 EMPLOYMENT STANDARDS

The Contractor is expected to use prudent judgment in the selection of a work force. Proven judgment, integrity, work habits and skill proficiency of employees are essential employee requirements.

All janitorial personnel must have a security clearance. There will be no exceptions and no substitutions of personnel without prior security clearance checks.

The Contractor shall not assign to the facilities any employees who have been convicted of any felonies, or misdemeanors, which reflect negatively upon the honesty, reliability, general trustworthiness, or prudent judgment of the employees.

All Contractors' employees shall be bonded.

The Contractor is expected to adhere to "Equal Opportunity" principles and practices in relationships with his/her employees.

Employees of Contractor shall not be accompanied or assisted by non-employees during work shifts (including their own children).

Contractor shall provide the City Facilities Management Department an accurate, typed roster of all management and janitorial work force personnel who have any relationship with the work to be performed at the City's facilities. Roster data must include full names, home addresses and home telephone numbers. The roster shall be continuously updated to reflect any personnel changes.

In the interest of safety, Contractor's employees must be able to communicate in English both orally and in writing, or be accompanied at all times by an employee of Contractor who is able to do so.

1.25 SECURITY

Any disclosure or removal of any matter and/or property from City facilities on the part of the Contractor shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney's fees, resulting from any such action or suit brought against the City as a result of the Contractor's willful or negligent release of information, documents or property contained in the building shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential and should be treated as such.

1.26 ASSIGNMENT

Neither the resultant Contract nor any of the requirements, rights or privileges demanded by it may be sold, assigned, Contracted or transferred by the Contractor without express written consent of the City.

1.27 CLEANING PERFORMANCE STANDARDS

The following standards shall apply to all facilities.

A. INSPECTIONS

i. CONTRACTOR'S ON-SITE SUPERVISION

Contractor's performance shall be maintained by continuing onsite supervision of work performed to ensure that standards of cleanliness and preservation are being attained by janitorial crews.

The following standards represent a high level of cleanliness, which defines the minimum level of service. If portions of this attachment appear to reduce the service level required by another portion, Contractors shall use the higher standard.

ii. INSPECTION BY CITY REPRESENTATIVE

All services required to be performed under this Contract shall be subject to inspection at any time by a representative of the City. If any such services are found to be unsatisfactory and not in accordance with the Task Schedule, the City shall notify the Contractor and the Contractor shall take immediate steps for corrective action at no additional cost to the City.

Written notices of unsatisfactory conditions or need for corrections shall be transmitted to the Contractor as described in "JANITORIAL SERVICE AND COMPLAINT CORRECTIVE ACTION PROCEDURE", listed below. Notices for corrections sent by Facilities Management shall be considered official notices.

iii. JANITORIAL SERVICE COMPLAINT AND CORRECTIVE ACTION PROCEDURE FOR USE IN ALL CITY FACILITIES

This procedure has been developed to assist Facilities Management Contract variations. Action shall be taken against the Contractor should problems persist and not be corrected as required by the Contract. Your help in monitoring the service provided is essential to the success of the Contractor's adherence to janitorial specifications. Thank you for your time and assistance.

a. Should a problem with the cleaning occur:

All facilities shall have a logbook located in a designated area. This logbook shall be read by the Contractor each night. Log the complaint with the date and area of the problem. The Contractor shall check the log each night, take corrective action and sign the logbook.

b. If the problem is not corrected by the next working day:

Call 503-786-7621, 503-786-7663 or 503-786-7693 and speak to one of the facility representatives or leave specific information about the complaint, and give your name and number where you can be reached.

c. If the problem is corrected but consistently reoccurs:

Always log the complaint in the logbook. Call Facilities Management at 503-786-7621, 503-786-7663, or 503-786-7693 and a work order will be processed with the information you give. Please be specific with the complaint, and give your name and phone number where you can be reached. You will be contacted regarding your complaint.

d. If you are requested for emergency response for clean up:

Call 503-786-7621, 503-786-7663, or 503-786-7693 during regular office hours. An emergency contact number will be provided for after-hours calls.

B. CLEANING QUALITY DEFINITIONS - All items shall be done at intervals noted in task schedule

i. FLOOR MAINTENANCE:

- Vacuum thoroughly all carpeted areas, using professionally appropriate vacuuming equipment. This shall include all areas of each facility, under chairs and tables.
- Edge vacuum all carpeted areas. Spot clean all carpeted areas.
- Vinyl tile in all buildings shall be dusted with treated dust mops.
- Spills and spots shall be removed.
- Damp mop all hard flooring with appropriate cleaning agents.
- Sweep, wet mop and disinfect all kitchen/dining room, restroom/locker room and shower room floors. Edge all hard surface floors.
- Vacuum entrance mats and all other separate mats as may be required throughout the building. Clean under entrance mats.
- Sweep or vacuum stairways.
- Steam extract high traffic area carpet and rugs and all carpets.

ii. WASTE & RECYCLING MATERIALS:

- Empty all trash containers into central collection containers located outside each building. Empty the centrally located recycling bins at each facility, as needed, into the recycle container located outside of each building. Clean indoor trash, recycling, and compost containers, as applicable, (inside and outside container) as necessary to maintain clean, odor-free containers. Replace can liners as necessary. All liners in restrooms and kitchen/dining areas shall be replaced daily.
- In the future the City may add dumping compost and non-mixed recycling at a central location outside each building.
- In the future the City may also add turning compost at each building at regular intervals as noted in task schedule.
- In the future the City may also add deliver non-mixed recyclables to commercial recycler off-site.
- Empty and clean all outside ashtrays and trash receptacles.

iii. DUSTING:

- Dust tops of partitions, tops of doorways, tops of vending machines, legs on bottom of chairs, filing cabinets, bookcases, other furniture, counter tops, window sills, and window ledges, from floor to a height of seventy-two (72) inches.
- Dust high (over 72 inches) moldings, shelves, bookcases, door casings, window casings, hanging light fixtures, partition tops, ledges, etc. There shall be no cobwebs visible in any areas.
- Low dust all baseboards and ledges.

iv. RESTROOMS and KITCHENS:

- Clean and disinfect inside and outside of all urinals and toilets using appropriate cleanser for the removal of stains. Remove hard water stains inside and outside of toilet.

- Wash and disinfect bathroom stall partitions and doors, sheetrock walls, tile walls and showers. Remove hard water stains from showers and showerheads.
 - Remove all graffiti.
 - Detail all bathroom stalls.
 - Clean and disinfect all sinks, faucets, and counter tops. Remove all hard water stains.
 - Service and clean all soap, towel, toilet tissue and seat cover dispensers.
 - Clean mirrors and empty refuse. Service as required to maintain high standards of cleanliness.
 - Clean inside and outside of microwaves and refrigerators.
 - Wipe down/disinfect tables and chairs.
- v. DOORS, DOOR KNOBS, DOOR JAMBS, WALLS, FINISH MOLDINGS AND ELEVATORS:
- Remove all fingerprints and other smudges from all doors, doorknobs and doorjambs, walls, (especially around switch and electrical outlet cover plates) and finish moldings.
 - Clean and polish bright metal, entrance doors and kick/push plates.
 - Vacuum or wet mop elevator floors and wipe down walls.
 - Remove graffiti.
 - Elevator floor tracks shall be clean and free of all foreign materials and dirt.
 - Clean and polish elevator doors, floors, control panels and floor indicator plates where applicable.
 - Remove vacuum cord marks from doorjambs and outside corners of walls and partitions.
- vi. FURNITURE:
- Vacuum all upholstery and fabric partitions. Spot clean upholstery stains.
 - Clean leather, plastic and vinyl furniture and furniture covers.
- vii. GLASS:
- Clean mirrors, reception counter glass, and door windows.
- viii. INCIDENTALS:
- Check and acknowledge entries in janitorial logs.
 - Notify Facilities Management of any irregularities noted during servicing (e.g. defective plumbing, burned-out lights, graffiti which cannot be removed, unlocked doors, supply shortages, etc.).
 - Spot check work stations and perform any incidental cleaning supplementary to regular waste removal, dusting and vacuuming necessary to ensure clean, neat appearing work areas.
 - In kitchen areas, clean exteriors of cooking appliances, kitchen fixtures and counter tops.
 - Wipe and thoroughly clean lunch and conference room tables with appropriate cleaning agents.
 - Check entry areas and clean as necessary both sides of all entry related glass doors and associated interior glass panels and frames.
 - Spot-check and clean high traffic and heavily soiled areas. Spot shampoo carpeted areas.
 - Clean and disinfect all drinking fountains and remove hard water stains.
 - Turn off all lights except those required to be left on.
 - Close and lock all entrance doors and windows.
 - Reset alarm system in each building as necessary.

1.28 Building Cleaning/Task Schedules (All City buildings plus Pond House—which has its own schedule)

City Buildings: City Hall (CH), Library (LIB), Public Safety Building (PSB), JCB/CD and JCB/PW & FF

CLOSING INSTRUCTIONS PRIOR TO DEPARTURE
All exterior doors are secure (unless there is a meeting in progress)
Turn off all lights except those to be left on, close and lock all entrance doors and windows
Alarm system to be set, if applicable
Make sure all furniture has been arranged neatly
Janitorial closets are to be kept neat and clean
Check and acknowledge entries in janitorial log book
Notify Facilities Management of irregularities, supply shortages, defective plumbing, unarmed building, lights out, unlocked doors, etc.
DAILY - GENERAL CLEANING
Empty and wipe down trash receptacles. Replace liners as necessary to maintain clean, odor-free containers.
Clean glass doors of all entries, adjoining glass panels and reception/counter security glass
Spot clean walls and cabinets
Wipe/Sanitize light switches, stair railings, door and cabinet handles
Sanitize/clean work surfaces including conference tables, counters and cabinets
Dust mop hard surface flooring, including stairwells. Spot clean as needed.
Vacuum carpeting and floor mats in all areas
Spot clean all carpeted areas and upholstered furniture
Wipe down non-upholstered lobby furniture with disinfectant cleaner
Clean/sanitize drinking fountains (N/A @ JCB/CD)
Remove cobwebs from walls and ceiling areas
Empty and clean outside entry trash cans and ash containers
Empty inside compost to outside bin at each building and rotate main outside compost bin, if applicable
Empty central recycling containers to trash company recycle container outside
Sweep all outside doorway entrances daily between September and December
Clean/disinfect exercise equipment (PSB Only)
DAILY - RESTROOMS
Clean urinals, toilets and washbasins using disinfectant cleaner. Wash/disinfect toilet seats on both sides. Clean outside of toilet, top to floor
Clean and fill all dispensers (soap, toilet paper, feminine products (including pads, tampons, and paper feminine product waste liner) paper towels, etc. as applicable)
Clean mirrors, shelves, bright metal and other restroom fixtures
Wipe down and disinfect walls, doors and partitions
Empty waste containers, wash as necessary and insert liners as required
Sweep and wet mop all floors using a disinfectant cleaner
Dust tops of wall partitions and furnishings

Exhibit B

Contract No. _____

DAILY & WEEKLY - LOCKER ROOMS
Daily = See Daily Restroom Cleaning (see Locker Room Cleaning Section 1.29 of Janitorial Contract, pg. 22)
Weekly = Clean and sanitize locker room showers, benches and floors (see Locker Room Cleaning Section 1.29 of Janitorial Contract, pg. 22)
DAILY - KITCHEN AREA / LUNCHROOMS
Wipe down/disinfect tables and chairs, sinks and appliance exteriors
Wipe down inside of microwaves
Empty and disinfect trash receptacles and replace liners
Clean and fill all dispensers (soap, paper towels, etc.)
Sweep and wet mop all floors using disinfectant cleaner
Vacuum carpeted areas (JCB/PW Only)
WEEKLY - ALL AREAS
Dust chairs and table legs, office furniture, non-electronic equipment, accessories, telephones and tops of space dividers
Clean inside and outside of trash receptacles
Vacuum upholstered furniture
Edge and vacuum behind all counters, receptacles and hard to reach areas
Clean elevator door tracks on each floor
Mop all floor surfaces and entire stairwells
Sweep all outside doorway entrances weekly between January and August
Clean main entrance and employee rear entrance of cobwebs
Remove leaf debris from 3 outside stairwells and drains at bottom of stairwells (except daily from September - December at City Hall Only)
MONTHLY - ALL AREAS
Low dust all baseboards and ledges
High dust horizontal surfaces (shelves, ledges, lights, blinds, etc.)
Clean washable furniture, chair arms, equipment and telephones with disinfectant cleaner
Edge vacuum all floors and vacuum behind receptacles and hard to reach areas
Clean and remove all hard water stains from fixtures (faucets, sinks, toilets, showers, shower heads, etc.) if applicable to building
Clean towel and feminine products dispensers/receptacles
Detail bathroom stalls from top to bottom including underside of ADA handrails
Sweep all outside door entrances monthly between January and August
Clean kick plates
Detail outside light fixtures
Take all non-mixed recycling to off-site recycler, if applicable
EVERY THREE (3) MONTHS - ALL AREAS
Wipe down inside of microwaves and refrigerators
Dust and clean ceiling air vents

Exhibit B

Contract No. _____

EVERY SIX (6) MONTHS - ALL AREAS

Steam extract all carpets in high traffic areas

Steam extract all carpets

Deep clean/scrub all hard surface flooring and tile & grout

Wash all windows, interior and exterior, of entire building (reconfirm scheduling with Facilities staff)

Pond House (PH) Only:**CLOSING INSTRUCTIONS PRIOR TO DEPARTURE**

All exterior doors are secure (unless there is a meeting in progress)

Turn off all lights except those to be left on, close and lock all entrance doors and windows

Make sure all furniture is arranged neatly back to the way you found it

Alarm system to be set, if applicable

Janitorial closets are to be kept neat and clean

Check and acknowledge entries in janitorial log book

Notify Facilities Management of irregularities, supply shortages, defective plumbing, lights out, unarmed building, unlocked doors, etc.

WEEKLY - GENERAL CLEANING - ALL AREAS

Empty and wipe down trash receptacles. Replace liners as necessary to maintain clean, odor-free containers.

Empty inside compost to outside bin at each building and rotate main outside compost bin, if applicable

Clean glass doors of all entries

Spot clean walls and cabinets

Sanitize/clean all surfaces including conference tables, counters and cabinets

Sanitize/wipe light switches, kick plates, stair railings, door and cabinet handles

Sweep and wet mop all floor surfaces

Sweep all outside doorway entrances

WEEKLY - RESTROOM

Clean toilet and washbasin using disinfectant cleaner. Toilet seat to be washed and disinfected on both sides. Clean outside of toilet top to floor.

Clean mirrors, shelves, bright metal and other restroom fixtures

Spot clean/disinfect walls and doors; clean/disinfect door handles

Empty and clean trash receptacle (inside and outside) and replace liner

Sweep and wet mop floor using a disinfectant cleaner

Replenish restroom supplies (soap, toilet paper, paper towels, feminine products and paper waste liners, etc. as applicable)

WEEKLY - KITCHEN AREA

Wipe down and disinfect table and chairs, counters, sink and appliance exteriors

Clean and fill all dispensers (soap, paper towels, etc.)

Empty and clean trash receptacle (inside and outside) and replace liner

Sweep and wet mop floor using disinfectant cleaner

Exhibit B

Contract No. _____

SEMI-MONTHLY (2 Times a Month) - ALL AREAS
Dust chair and table legs, accessories, sills and telephones
Vacuum book store carpet
Spot clean carpeting and upholstered furniture
Spot clean all non-upholstered furniture with disinfectant cleaner
Remove cobwebs from walls and ceiling areas inside the building
Remove outside main entrance and employee rear entrance cobwebs
MONTHLY - ALL AREAS
Low dust all baseboards and ledges
Detail underside of bathroom ADA rails if applicable
High dust horizontal surfaces (shelves, ledges, lights, blinds, etc.)
Edge vacuum and vacuum behind receptacles and hard to reach areas
Clean washable furniture, chair arms and telephones with disinfectant cleaner
Empty central recycling containers as needed to trash company recycle container outside
Take all non-mixed recycling to off-site recycler, if applicable
Detail outside light fixtures
Sweep all outside doorway entrances (monthly between January and August)
EVERY THREE (3) MONTHS - ALL AREAS
Remove any hard water stains from fixtures (faucets, showers, sinks, etc.)
Detail edges of floors where they meet the wall
Wipe down inside of microwave and refrigerator
Dust and clean air vents
EVERY SIX (6) MONTHS - ALL AREAS
Steam extract all carpets in high traffic areas
Steam extract all carpets
Deep clean/scrub all hard surface flooring
Wash all windows, interior and exterior, of entire building (reconfirm scheduling with Facilities staff prior)

JCB = Johnson Creek Blvd Facility (Public Service Facility)
CD = JCB Front Office/Community Development Building
PW/FF = Public Works and Fleet/Facilities Building

1.29 JCB/CD & PW, City Hall (2nd floor restroom shower) and Public Safety Building (PSB)

Locker Room Cleaning (Daily)

See Daily Restroom Cleaning:

Clean urinals, toilets and washbasins using disinfectant cleaner. Wash/disinfect toilet seats on both sides. Clean outside of toilet, top to floor.
Clean and fill all dispensers (soap, toilet paper, feminine products (including pads, tampons, and paper feminine product waste liner) paper towels, etc. as applicable)
Clean mirrors, shelves, bright metal and other restroom fixtures
Wipe down and disinfect walls, doors and partitions
Empty waste containers, wash as necessary and insert liners as required
Sweep and wet mop all floors using a disinfectant cleaner

Locker Room Cleaning (Weekly)

Showers

1. Clean/sanitize all showers
2. Spray with appropriate cleaner (can use hose end sprayer available in the PSB men's locker room only)
3. Scrub shower walls with scrub brush (cover every tile top to bottom)
4. Scrub shower floors with scrub brush (cover every tile)
5. Rinse thoroughly to remove all debris from floor (spray every tile) (can use hose end sprayer available in the PSB men's locker room only)
6. Clean floor drains out (hair, etc.)

Benches

1. Clean/sanitize all benches
2. Spray/scrub all bench surfaces with appropriate cleaner
3. Rinse thoroughly

Floors

1. Clean/sanitize all floors
2. Spray with appropriate cleaner
3. Scrub floor with scrub brush (cover all concrete)
4. Rinse thoroughly to remove all debris from floor (can use hose end sprayer available in the PSB men's locker room only)
5. Clean floor drains out (hair, etc.)

Once scrubbing has been done, clean mirrors and counter tops. Make sure everything is clean and stocked.

1.30 Escalation Clause

Unit pricing may, through express written approval of City, increase annually at a rate not exceeding the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers, US city average, during the previous year.



**AMENDMENT # 3 TO PURCHASE AGREEMENT
WITH TVW, INC. (dba SUSTAINABLE CLEANING SYSTEMS)
FOR JANITORIAL SERVICES**

This Agreement hereby amends the above entitled contract between the City of Milwaukie and TVW, Inc. (dba Sustainable Cleaning Systems), the original compensation amount of which was \$332,542 for performance of services.

This amendment is as follows:

To extend the term of the agreement from December 31, 2018 to December 31, 2020 by exercising the first of two (2) two-year extensions.

To change the compensation by adding \$345,981 for the extended two-year duration, making the contract amount not to exceed \$688,962 over the life of the contract.

To change the scope of work under Section 1.6(C) (Facility Descriptions, Area 1) of Exhibit B to read as follows:

C. Pond House contains approximately 1,800 sq. ft. of carpeted and hard surface floors. Janitorial services shall be performed 2 days a week. Days of operation are 7 days per week. Cleaning shall be performed on Thursday and Sunday.

Except for the above, all other conditions remain in full force and effect.

In Witness to the above, the following duly authorized representatives of the parties referenced have executed this Agreement:

City of Milwaukie

TVW, Inc. (dba Sustainable Cleaning)

Signature

Signature

Ann Ober, City Manager
Print Name & Title

Allen Bethel, Janitorial Manager
Print Name & Title

Date

Date



COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, TO AUTHORIZE THE CITY MANAGER TO SIGN AN AMENDMENT TO THE PURCHASE AGREEMENT WITH TUALATIN VALLEY WORKSHOP, INC. (TVW, INC.) FOR JANITORIAL SERVICES.

WHEREAS, the City is not equipped or sufficiently staffed to provide in-house janitorial services for its five major buildings; and

WHEREAS, the City is required to contract with qualified nonprofit agencies employing individuals with disabilities under Oregon Revised Statutes 279.835 to 279.855; and

WHEREAS, the City Council adopted Resolution 126-2016 authorizing the execution of a contract with TVW, Inc. for janitorial services; and

WHEREAS, funds are budgeted in the Facilities Maintenance Division for Fiscal Years 2019-2020, with funds for the remaining optional renewal term to be requested in a future biennial budget.

Now, Therefore, be it Resolved that the City Manager is hereby authorized to sign Amendment #3 to the Purchase Agreement with TVW, Inc. for the first of two, two-year extensions for janitorial services.

Introduced and adopted by the City Council on **December 18, 2018**.

This resolution is effective on _____.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Nov. 3, 2018

Reviewed: Steve Bartol, Police Chief,
Luke Strait, Police Captain,
Alma Flores, Community Development Director,
Sam Vandagriff, Building Official,
Leila Aman, Development Project Manager

From: Bonnie Dennis, Finance Director

Subject: **FY 2019 Supplemental Budget**

ACTION REQUESTED

Discuss supplemental budget and adopt the revised appropriations for the 2019-2020 Biennium Budget.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

June 2018 – The City Council adopted the 2019-2020 Biennium Budget.

November 2018 – The Budget Committee convened to review and discuss the draft supplemental budget and recommended that the City Council adopt the supplemental budget revising appropriations for the 2019-2020 biennium.

ANALYSIS

Oregon Revised Statute 294 allows for supplemental budget adjustments when a condition arises that was not known at the time the budget was adopted. A supplemental budget that adjusts fund expenditures by 10 percent or less may be adopted at a regularly scheduled meeting of the City Council and does not require a public hearing. The outlined adjustments in this supplemental do not meet the threshold for a public hearing.

Since the biennial budget was adopted, certain conditions and situations have arisen that necessitate changes in financial planning. These adjustments are presented and the significant conditions are outlined below.

a) General Fund increase of Parking Enforcement in Downtown Milwaukie.

The Downtown Parking Management Strategy adopted in October 2018 identified a need to increase parking enforcement to address parking concerns and ensure that future development is supportive of downtown parking needs. Staff recommends increasing the current .5 full-time equivalent (FTE) position to 1.0 FTE for the purpose of managing parking in downtown Milwaukie. This increase would be offset by the increase in citations, thereby providing sufficient financial resources for the increase. An increase of .5 FTE in the Code Enforcement department is estimated at \$57,000.

b) General Fund transfer .5 FTE position from Finance Department to the Police Department.

During the biennium budgeting process, there was a transfer of .5 FTE from the Police Department to the Finance Department. The .5 FTE was related to Emergency Operation Center (EOC) management. The Police and Finance Departments agree that EOC is more appropriately located in the Police Department. This adjustment will transfer .5 FTE from Finance to Police. Total budget transfer is \$78,000 for the biennium inclusive of salary and benefits.

c) Increasing Revenues and Personnel Costs in the Building Inspections Fund.

Revenues for the Building Inspections Fund outpaced original projections due to an increase in building activity. This has resulted in additional demands on staff time. During the biennium budget process, the Building Fund received .5 FTE for a permit technician position. With the additional demands, staff requested an increase in the permit technician position from .5 FTE to 1.0 FTE. The Community Development Department agreed to decrease another .5 FTE position to accommodate the increase from 2.5 FTE to 3.0 FTE. This budget adjustment increases personnel costs by \$55,000 for the biennium inclusive of salary and benefits plus vacancy savings from FY 2019.

d) General Fund transfer to the Library Fund

During the budget hearings, the Budget Committee received an update on the Ledding Library project and the associated costs.. The Library project received a Guaranteed Maximum Price (GMP), which was presented to Council on December 11th. Staff would like to ensure that there is an adequate owners contingency in place throughout construction and will continue to manage the budget to ensure cost effectiveness and the best use of public resources. Staff has requested that the \$311,000 in the General Fund contingency be transferred to the Library Fund. Any resources unused at the end of the project will return to the General Fund.

BUDGET IMPACTS

All additional requests would be funded by transferring unused funds from other City departments or offset by new revenues. Based on the supplemental budget, General Fund Contingency would decrease by \$311,000 to offset the reduction of transfers from the Library Fund.

WORKLOAD IMPACTS

None.

COORDINATION, CONCURRENCE, OR DISSENT

The City Manager, Police Chief, Police Captain, Community Development Director, and Development Project Manager concur with this staff report.

STAFF RECOMMENDATION

Recommend the draft supplemental budget for adoption by the City Council.

ALTERNATIVES

Do not recommend, or recommend only in part, the draft supplemental budget.

ATTACHMENTS

1. Supplemental Budget Resolution



COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ADJUSTING THE BUDGET FOR THE 2019-2020 BIENNIUM BY ADOPTING THIS SUPPLEMENTAL BUDGET AND REVISING APPROPRIATIONS.

WHEREAS, the City of Milwaukie budget for the 2018-2019 biennium was adopted by the City Council at its regular meeting on June 5, 2018; and

WHEREAS, certain conditions and situations have arisen since the initial adoption of the 2019-2020 biennium budget that necessitate changes in financial planning; and

WHEREAS, the City received unanticipated revenues and a supplemental budget is required to expend those revenues; and

WHEREAS, in order to not overspend appropriations in any category of expenditures, it is necessary to transfer appropriations within several funds from certain expenditure categories to other expenditure categories in accordance with local budget law.

Now, Therefore, be it Resolved that the budget transfers and appropriation adjustments itemized in this Resolution are hereby adopted.

	Adopted	Revised	Difference
<u>General Fund</u>			
Resources:			
Fines & Forfeitures	1,525,000	1,582,000	\$ 57,000
Transfers from Other Funds	12,896,000	12,585,000	(311,000)
			<u>\$ (254,000)</u>
Requirements:			
Finance	\$ 2,854,000	\$ 2,776,000	\$ (78,000)
Code Enforcement	400,000	457,000	57,000
Police Department	14,845,000	14,923,000	78,000
Contingency	2,270,000	1,959,000	(311,000)
			<u>\$ (254,000)</u>
<u>Building Inspections Fund</u>			
Resources:			
Fees & Charges	1,890,000	1,945,000	\$ 55,000
			<u>\$ 55,000</u>
Requirements:			
Personal Services	\$ 681,000	\$ 736,000	\$ 55,000
			<u>\$ 55,000</u>
<u>Library Fund</u>			
Requirements:			
Transfers to Other Funds	\$ 1,365,000	\$ 1,054,000	\$ (311,000)
Capital Outlay	10,424,000	10,735,000	311,000
			<u>\$ -</u>

Introduced and adopted by the City Council on **December 18, 2018**.

This resolution is effective on **December 18, 2018**.

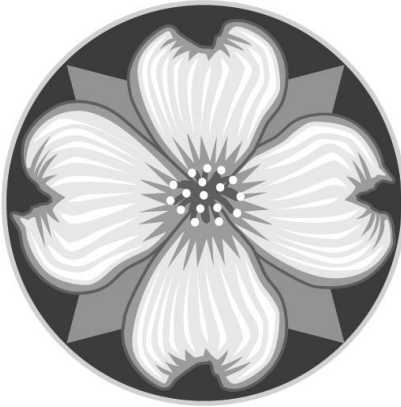
Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

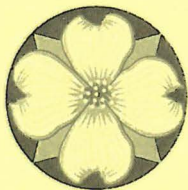
Justin D. Gericke, City Attorney



RS Agenda Item

4

Audience Participation



CITY OF MILWAUKIE
CITY COUNCIL

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: Santa
Stephan Lashbrook

Organization:

Address: 4342 SE Rockwood St

Phone:

Email: drampa82@gmail

Meeting Date: 12-18-18

Topic: Solstice

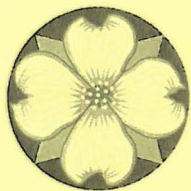
Agenda Item You Wish to Speak to:

- ☐ #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:



CITY OF MILWAUKIE CITY COUNCIL

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P) 503-786-7502
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Speaker Registration

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Howie Oakes

Name:

Lisa Lashbrook

Organization:

Address:

4342 SE Rockwood St

Phone:

Email: lisamlashbrook@gmail

Meeting Date:

12-18-18

Topic:

Winter Solstice history

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:

2018 Winter Solstice Celebration Report

Lewelling NDA

Menu Item	2017 qty sold	2018 qty sold	% Change
Meat Chili	167	214	28.14%
Hot Chocolate	491	650	32.38%
Pie	204	305	49.51%
Coffee	83	149	79.52%
Chips	103	206	100.00%
Veg Chili	32	71	121.88%
Hot Dog	179	845	372.07%

Number of people who asked for a hot dog but could not get one 0 (zero)

Number of voiced complaints 2 *

Number of sceptical tugs on Santa's beard 3

Event-related gray hairs appearing on the head of Jason Wachs 2.3 **

KDHP (Kitchen Dropped Hot Dog Percentage) 0.472% (4) ***

SBBI (Santa Belly Believability Index) 5 (out of 5)

SBCI (Santa Belly Comfort Index) 5 (out of 5)

FHI (Fire Pit Heat Index) 4.96 (out of 5)

FHSSP (Flaming Heart Sculpture Satisfaction Percentage) 798.45%

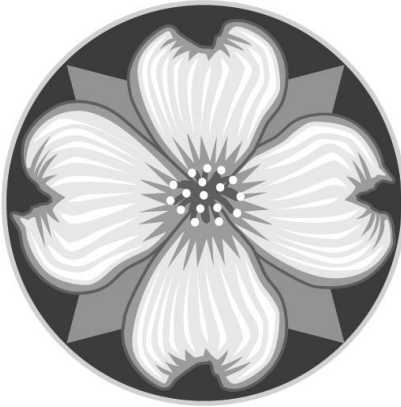
POPWHNBTMBALWAFI

(Percentage of People Who Have Never Been To Milwaukie Before
And Left With A Favorable Impression) 99.98%

* complaints were from people who complain about everything, everywhere

** sorry, Jason.

*** 100% of KDHD's consumed by canine attendees



RS Agenda Item

5

Public Hearing

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Dec. 10, 2018

Reviewed: Alma Flores, Community Development Director, and Denny Egner, Planning Director

From: Vera Kolias, Associate Planner

Subject: 2018 Code Amendments: Round 3

ACTION REQUESTED

Open the public hearing for application ZA-2018-004, split the proposal into two separate discussions, and move to continue the hearings on the application to February 5 and March 5, 2019. No discussion or testimony will occur at the December 18 hearing. In order to accommodate multiple agenda items, provide time for staff research, and for discussion of the large package of proposed code amendments, staff requests that the package of code amendments be split into two parts as follows:

- Hearing 1, postponed to February 5 will focus on all of the amendments except for the green building code language
- Hearing 2, postponed to March 5, will focus on the green building code language.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[June 19, 2018](#): City Council held a public hearing and adopted housekeeping code amendments (ZA-2018-001). A number of proposed amendments were held to be considered in a follow-up round of code amendments. The Planning Commission was scheduled to hold a worksession on [July 10, 2018](#), but the meeting was canceled.

[July 17, 2018](#): City Council held a worksession to discuss the proposed code amendment package.

[August 21, 2018](#): City Council held a second worksession to discuss the proposed code amendment package.

[August 28, 2018](#): The Planning Commission held a worksession to discuss the proposed code amendment package.

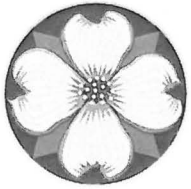
[November 13, 2018](#): The Planning Commission held a public hearing on the proposed code amendment package and voted to recommend adoption.

STAFF RECOMMENDATION

Continue the hearings to February 5, 2019 and March 5, 2019 as noted above.

ATTACHMENTS

None.



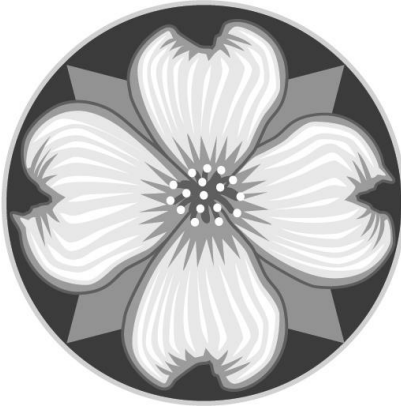
PUBLIC HEARING ATTENDANCE SIGN-UP SHEET

If you wish to have standing and/or to be on the mailing list for Council information from tonight's hearing, please sign-in below.

12/18/18 | **5. A. Consideration of Code Amendments,
Round 3**

Land Use File No. ZA-2018-004

NAME	ADDRESS	PHONE	EMAIL



RS Agenda Item

6

Other Business

COUNCIL STAFF REPORT

To: Mayor and City Council

Date Written: December 10,
2018

Ann Ober, City Manager

Reviewed: Dennis Egner, Planning Director

From: David Levitan, Senior Planner

Subject: **Review of Housing Forum and Establishing Priorities for Comprehensive Plan Housing Work**

ACTION REQUESTED

Hold a joint meeting with the Planning Commission, Comprehensive Plan Advisory Committee (CPAC), and Design and Landmarks Committee (DLC) to reflect on the December 6 Housing Forum and establish City policy priorities for the upcoming work on the Housing chapter of the Comprehensive Plan.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[August 1, 2017](#): Staff briefed the Council on the proposed framework, approach, and community engagement for the Comprehensive Plan Update, including how the Comprehensive Plan could be organized by Vision “Superactions.”

[September 5, 2017](#): The City Council adopted the Community Vision and directed staff to move forward with the Comprehensive Plan Update.

[October 17, 2017](#): Staff introduced the proposed work program for the Comprehensive Plan Update, and the City Council adopted a resolution appointing 15 members to CPAC.

[July 17, 2018](#): The City Council adopted the [Milwaukee Housing Affordability Strategy \(MHAS\)](#), which prioritized increasing the supply of housing of all types, preventing displacement of existing residents, and connecting people to affordable housing resources.

[August 14, 2018](#): The City Council held a study session to discuss the scope of the housing work for the Comprehensive Plan Update, and directed staff to separate the housing work from Block 2 of the Comprehensive Plan Update, so that additional time can be spent on developing the goals and policies for the Housing chapter.

[December 4, 2018](#): The City Council adopted resolutions to extend the City’s declared housing emergency for an additional six months and to maintain the City’s 90-day no-cause eviction ordinance, both of which were first implemented in April 2016.

[December 6, 2018](#): The City Council, along with members of the Planning Commission, CPAC, and DLC, participated in the City’s Housing Forum.

ANALYSIS

Background

The City of Milwaukie is currently undertaking the first complete update to its Comprehensive Plan in nearly 30 years. The [original project work plan](#) called for the Comprehensive Plan's policy work to be broken into three blocks of work. Each block of work would include a community town hall and online open house to gather community input on four to five topic areas, which the CPAC, Planning Commission, and Technical Advisory Group would then help synthesize into a set of goals and policies to be considered by the City Council. The Council would "pin down" each block of goals and policies by resolution, before a fourth "synthesis" block would review the goals and policies for overall consistency and alignment with the 2017 Community Vision. The entire Comprehensive Plan would then be adopted by Council ordinance in late 2019.

Housing was originally included in Block 2 of the Comprehensive Plan work. In advance of the first CPAC meeting for Block 2 (September 10, 2018), City staff held separate study/work sessions with the [City Council](#) and [Planning Commission](#) on August 14, 2018 to discuss a desired approach for updating the housing goals and policies. Staff presented major findings from the City's 2016 [Housing Needs Analysis](#) (HNA), which is required by [Statewide Planning Goal 10](#). The HNA found that the City had adequate land supply to meet the City's projected housing needs over the next twenty years across a variety of housing types, prices, and household income ranges, primarily through infill development and redevelopment. From a Goal 10 perspective, the City had the option to undertake a rather minor and incremental approach to updating its existing housing goals and policies, which can be found at the beginning of [Chapter 4 \(Land Use\)](#) of the Comprehensive Plan.

However, during the August 14 work sessions, both the City Council and Planning Commission noted the importance of having a robust conversation with the community about housing, and expressed concerns about including housing as part of Block 2. It was felt that a separate housing block was needed, especially in light of the City's declaration of a housing emergency in April 2016 and the amount of time and resources the City has dedicated to housing over the past several years. Councilors and commissioners emphasized the importance of addressing equity and affordability, which are largely absent from the existing Comprehensive Plan goals and policies. In response, staff has revised the project work plan to include a separate housing block that starts in December 2018 and runs concurrent with Blocks 2 and 3. The revised schedule anticipates that the Housing policies will be "pinned down" by Council resolution in June 2019.

Milwaukie Community Vision

The Milwaukie Community Vision – adopted by the City Council in September 2017 – includes a variety of housing-related items (Attachment 1) that provide a good framework for updating the Comprehensive Plan. The Vision statement notes that Milwaukie is a "safe and welcoming community whose residents enjoy ... affordable housing," while Superaction 3 calls for the creation of "complete neighborhoods that offer a range of housing types and amenities and enhance local identity and character." Several underlying action items note ways that the City can help achieve this vision, including:

- Place 2.1: Aim to provide improved housing affordability and stability for all City residents through a variety of housing types, price ranges, and subsidized units available in all neighborhoods.
- Place 2.7: Update the Development Code to allow more “missing middle” housing types (duplexes, triplexes, cottage clusters, tiny houses) in established neighborhoods, and permit mixed-use buildings in neighborhood hubs.

Several councilors have noted that the City’s current land use pattern is a major impediment to improved housing equity and affordability throughout the City. Seventy percent of the City has a Comprehensive Plan land use designation of low or moderate density residential (the yellow and peach areas in Attachment 2). These land use designations are implemented via the City’s R-5, R-7, and R-10 zoning districts, which currently prohibit cottage cluster development, multifamily development with three or more attached units (including triplexes and townhouses), and other “missing middle” housing types that the Community Vision calls for to be located throughout the entire community.

Neighborhood Hubs

Another part of the Comprehensive Plan work plan with a housing component is the [Neighborhood Hubs project](#). The neighborhood hubs concept was mentioned frequently during the community visioning process. The Community Vision identifies Milwaukie’s neighborhoods as “the center of daily life, with amenities and community-minded local businesses that meet the daily needs of residents” and that “form a network of unique, interconnected local hubs that together make Milwaukie the livable, equitable, and sustainable community that it is.” Prosperity Goal 2.4 specifically calls for allowing increased residential density and commercial development in neighborhood hubs that “respects neighborhood character and provides affordable housing, open/green space, a wide mix of uses, and neighborhood amenities.”

City staff is currently working with its consultant team to refine the types and locations of neighborhood hubs and assess the economic feasibility of these hubs. Potential locations for hubs are illustrated in Attachment 3; however, it is important to note that these are just conceptual drawings, and that any development in these areas will rely on interest from property owners and private development. The neighborhood hubs concept assumes future development will occur over a series of phases in the next 10-20 years. The hubs are largely located along arterials and present an opportunity for increased residential density that could support additional businesses and services. However, not all hubs will include a commercial/mixed-use component and/or require increased residential density to be successful. Attachment 4 shows the common characteristic of the various hub typologies, as well as the potential phases of future development for the hubs identified in Attachment 3.

The State of Housing in Milwaukie

After several decades of nearly zero residential growth, relatively stable home prices and rents, and a large supply of naturally occurring (unregulated) affordable housing, Milwaukie has experienced a significant increase in home prices and residential rents over the past five years as the region has recovered from the last economic recession. Community outreach and engagement will be vital to developing a set of goals and policies that represent Milwaukie’s priorities and that are effective at addressing housing challenges that will continue to face the City over the next two decades. According to our HNA, at a minimum the City needs to

accommodate over 1200 units of housing across a variety of different housing types and price ranges. This target should be the starting point for development of the housing policies, with additional policy priorities to be identified by the Council, as well as through public input from the Milwaukie community.

In April 2016, the City Council declared a housing emergency and adopted the City's 90-day no-cause eviction ordinance in response to extremely low vacancy rates and rapid increases in rents and no-cause evictions. The most recent data at the time was from Multifamily Northwest's Fall 2015 Apartment Report, which showed Milwaukie with a vacancy rate of just 2.3% (second in the region after Troutdale/Fairview/Gresham) and an average rent per square foot of \$1.14. This rate was similar to Oregon City, Gladstone, Outer SE Portland, Wilsonville and Clackamas; about 12% less than Lake Oswego; and about 30% less than Inner and Central SE Portland. In the most recent Apartment Report (Fall 2018), the City's vacancy rate was 3.0% (again second lowest in the region after Troutdale/Gresham), while its average rent per square foot had increased to \$1.43, an increase of 25%. This rate remains about 10% less than Lake Oswego and 30% less than Inner/Central SE Portland, but represents a significant increase above and beyond what renters experienced in the years leading up to 2015.

As of 2016, the City also provided 13 percent of the 3,264 subsidized units in the county, a similar number to Happy Valley and Oak Grove and slightly less than Oregon City (16%). Lake Oswego provided just 2%, while West Linn provided none.

FIGURE 2.10: SUBSIDIZED HOUSING UNITS IN CLACKAMAS COUNTY COMMUNITIES

Geography	Subsidized Units*	
Clackamas County:	3,264	100%
Milwaukie:	428	13%
97267 ZIP (S. of Milwaukie)	412	13%
Happy Valley:	417	13%
West Linn:	0	0%
Lake Oswego:	75	2%
Oregon City:	517	16%

* Includes HACC Public Housing, scattered sites, and other forms of subsidized housing, including Tax Credits, and project-based Section 8. Does not include residents with Housing Choice Vouchers.

Sources: Oregon Housing and Community Services, HACC

Milwaukie Housing Forum

On December 6, the City took the first step in this important conversation with the community by hosting a [Housing Forum](#) at Clackamas Community College's Harmony campus. Ninety-five people signed in at the event, including 54 that identified as Milwaukie residents and 53 that represented public and non-profit organizations (there was some overlap in the two groups).

The Housing Forum served two purposes: 1) to kick off the housing discussion for the Comprehensive Plan Update and MHAS, especially as it relates to achieving equitable and affordable housing in Milwaukie and 2) to meet the requirements of House Bill (HB) 4006. HB 4006 was passed by the Oregon legislature in 2018 and requires that severely rent-burdened communities – those where at least 25% of the renter population spend more than 50% of their

income on housing costs hold a public meeting to discuss the causes and consequences of severe rent burdens in the city. In 2016, 27% of Milwaukie's 3,510 renter households qualified as severely rent-burdened. For context, the cities of Lake Oswego (29%), Oregon City (25%), Beaverton (25%), Portland (28%), and Tigard (28%) have similar severe rent burdens.

Approximately 100 community members, including all five councilors and several members of the Planning Commission and CPAC, braved the bitter cold to hear a keynote Skype presentation from Richard Rothstein, the author of [*The Color of Law: A Forgotten History of How Our Government Segregated America*](#). Rothstein's 30-minute presentation was followed by a panel discussion that included local experts from Portland State University (PSU) and the Fair Housing Council of Oregon. A [video recording](#) of the presentation and the [presentation slides](#) are available for review.

The panel touched on a number of topics, including land use, zoning, and potential solutions to addressing affordability and equity. The audience was also encouraged to submit questions to the panel and more than a dozen questions were submitted to the forum moderator (Attachment 6). Audience members included representatives from a number of housing-related agencies and organizations, including the Oregon Department of Land Conservation and Development (DLCD), Oregon Housing and Community Services (OHCS), Clackamas County, Northwest Housing Alternatives, Habitat for Humanity, the Homebuilders Association of Metro Portland, Bridge Housing, Central City Concern, and Rose Community Development.

Milwaukie's Current Focus on Housing

As the City prepares to develop new goals and policies for the Comprehensive Plan, Planning and Community Development staff are working on a number of concurrent housing-related projects, several of which are also scheduled to be considered by the Council in Summer 2019. These include:

- Implementation of several short-term goals and actions identified in the MHAS [2018-2023 Action Plan](#), which the Council adopted by resolution on July 17, 2018;
- A Metro-funded [cottage cluster feasibility study](#), which includes a financial feasibility analysis and preliminary site design for four sites in the City and aims to result in the development of at least one site;
- A DLCD-funded analysis of equitable housing policies, which the City will incorporate into the Comprehensive Plan;
- An assessment of the City's accessory dwelling unit (ADU) process and development standards; and
- Clackamas County's [Hillside Master Plan](#) process.

While focused on short-term strategies and implementation measures to address housing affordability and equity in Milwaukie, these projects represent a diverse set of housing policy areas that will be important to consider when updating the Housing Chapter.

Updating the Comprehensive Plan: Next Steps

Staff is scheduled to begin the housing discussion with the CPAC at their January 7 meeting, and is currently developing the community engagement strategy for the housing block. Given the importance of the housing discussion, members of the Planning Commission, CPAC, and DLC have been invited to a joint session with the Council at their December 18 regular meeting.

The purpose for the joint session is to reflect on what was heard at the December 6 Housing Forum and identify City housing priorities to address in the Comprehensive Plan Update. Staff has identified the following set of questions as a good framework for the December 18 discussion:

- 1) What concepts or policy matters did you learn at the Housing Forum that could be considered for the development of our Comprehensive Plan Housing update? Did you hear any ideas from the panel that you think would work especially well in Milwaukie?
- 2) Staff has discussed the possibility of exploring a variety of different scenarios for accommodating anticipated residential growth. For example, in addition to exploring and evaluating a scenario that allows all types of missing middle housing in all zones, other scenarios might include 1) focusing growth in our downtown and central Milwaukie, and/or 2) allowing additional density along arterials, transit corridors, or around neighborhood hubs. What are some initial thoughts on this proposal?
- 3) How aggressive should we be in our policy work, especially as it relates to equity and affordability? For example, Minneapolis recently elected to eliminate single-family zoning.
- 4) Do you have specific ideas/recommendations on how to engage existing Milwaukie residents, especially around sensitive topics such as the potential for increased density and more permitted housing types throughout the City? Portland's Residential Infill Project has faced significant opposition from certain Portland stakeholders.
- 5) How should we be planning for housing as it relates to climate change (including population growth) and areas increasingly susceptible to natural hazards (flooding, landslides, liquefaction)?
- 6) The Housing block will run concurrently with Block 3 of the Comprehensive Plan, and involve an additional meeting each month beyond the regular CPAC meeting. Several CPAC members have already volunteered their time for these additional meetings, and staff will be recruiting additional members with expertise in housing issues. Staff also believes that it would be good to have representation from the Council, Planning Commission, and DLC on this subcommittee. How large of a group should we plan for, and are there individual members from each body that are interested?

BUDGET IMPACTS

None.

WORKLOAD IMPACTS

None. The Planning and Community Development Departments have adequate staffing and resources to continue with the current iteration of the Comprehensive Plan work program.

COORDINATION, CONCURRENCE, OR DISSENT

None.

STAFF RECOMMENDATION

Staff recommends that the Council have a robust discussion with members of the CPAC, DLC, and Planning Commission, and provide policy direction to staff as it begins the Housing block in January.

ALTERNATIVES

None.

ATTACHMENTS

1. Housing-related language in the Milwaukie Community Vision
2. Milwaukie Comprehensive Plan Land Use Map
3. Map of Potential Neighborhood Hubs – November 2018 Draft
4. Neighborhood Hub Typologies
5. State of Milwaukie Housing Data Points
6. List of Audience Member Questions from December 6 Housing Forum

2017 Community Vision Action Plan Housing-Related Items

Goal Statements

Place 2: Milwaukie invests in housing options that provide affordability, high quality development and good design, promoting quality living environments. It maintains the small neighborhood feel through creative use of space with housing options that embrace community inclusion and promote stability.

Super Actions

Super Action 3: Create Complete Neighborhoods that Offer a Range of Housing 3 Types and Amenities and Enhance Local Identity and Character

Action Plan Action Items

Place 2.1: 1 Aim to provide improved housing affordability and stability for all City residents, with a variety of housing types, price ranges, and subsidized units available in all neighborhoods.

Place 2.2: Streamline permitting and examine ways to adjust system development charges to encourage creative uses of space such as Accessory Dwelling Units, Tiny Homes, and Cottage Clusters.

Place 2.5: Create neighborhood plans that define neighborhood character, identify community needs and priorities, and develop strategies for better integrating infill housing into neighborhoods.

Place 2.7: 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 neighborhood hubs.

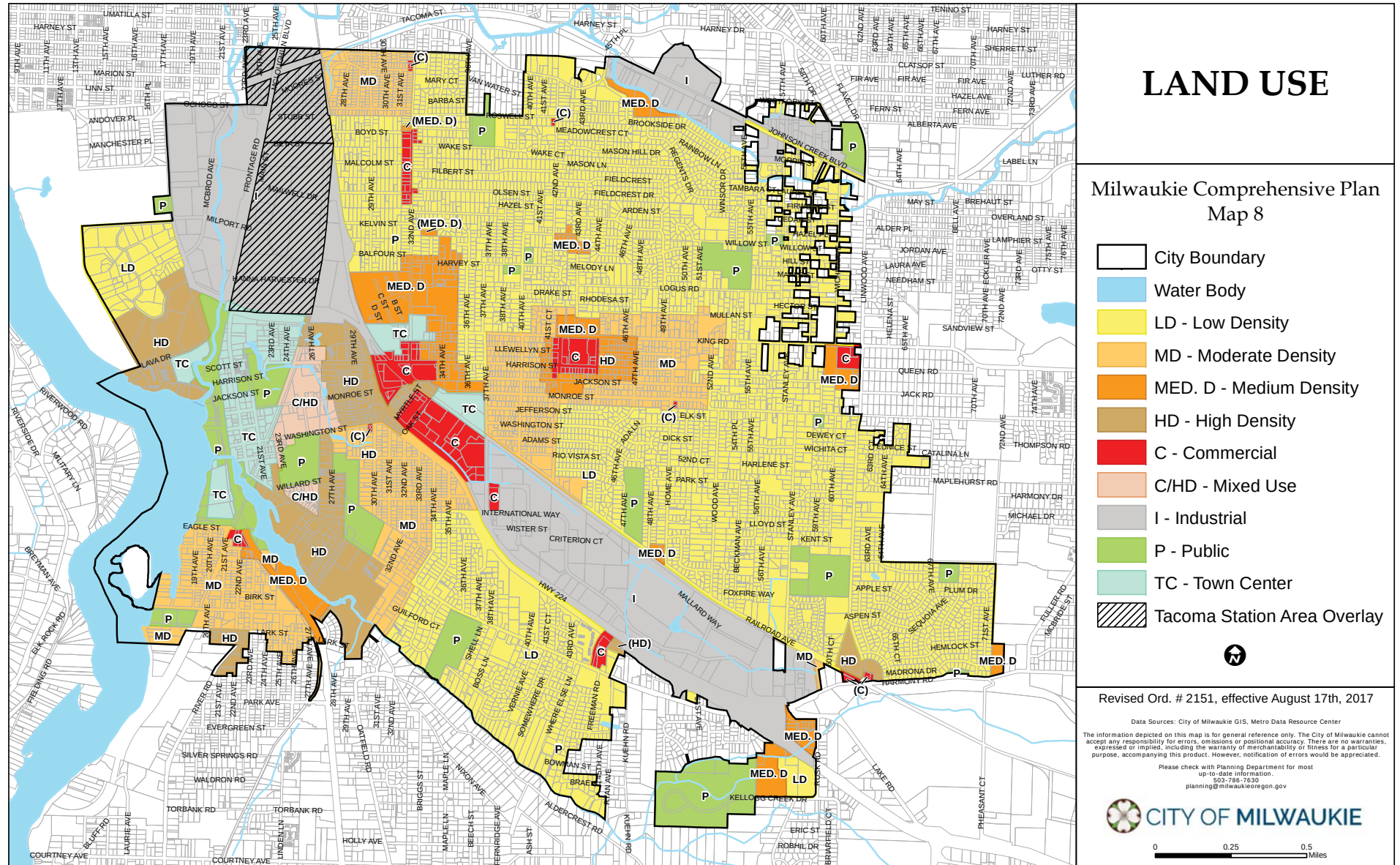
Appendix Supplemental Action Items

Place 2.3: Create city programs that encourage more affordable housing, such as land banking and the collection of a construction excise tax, and continuously evaluate their impacts on housing costs

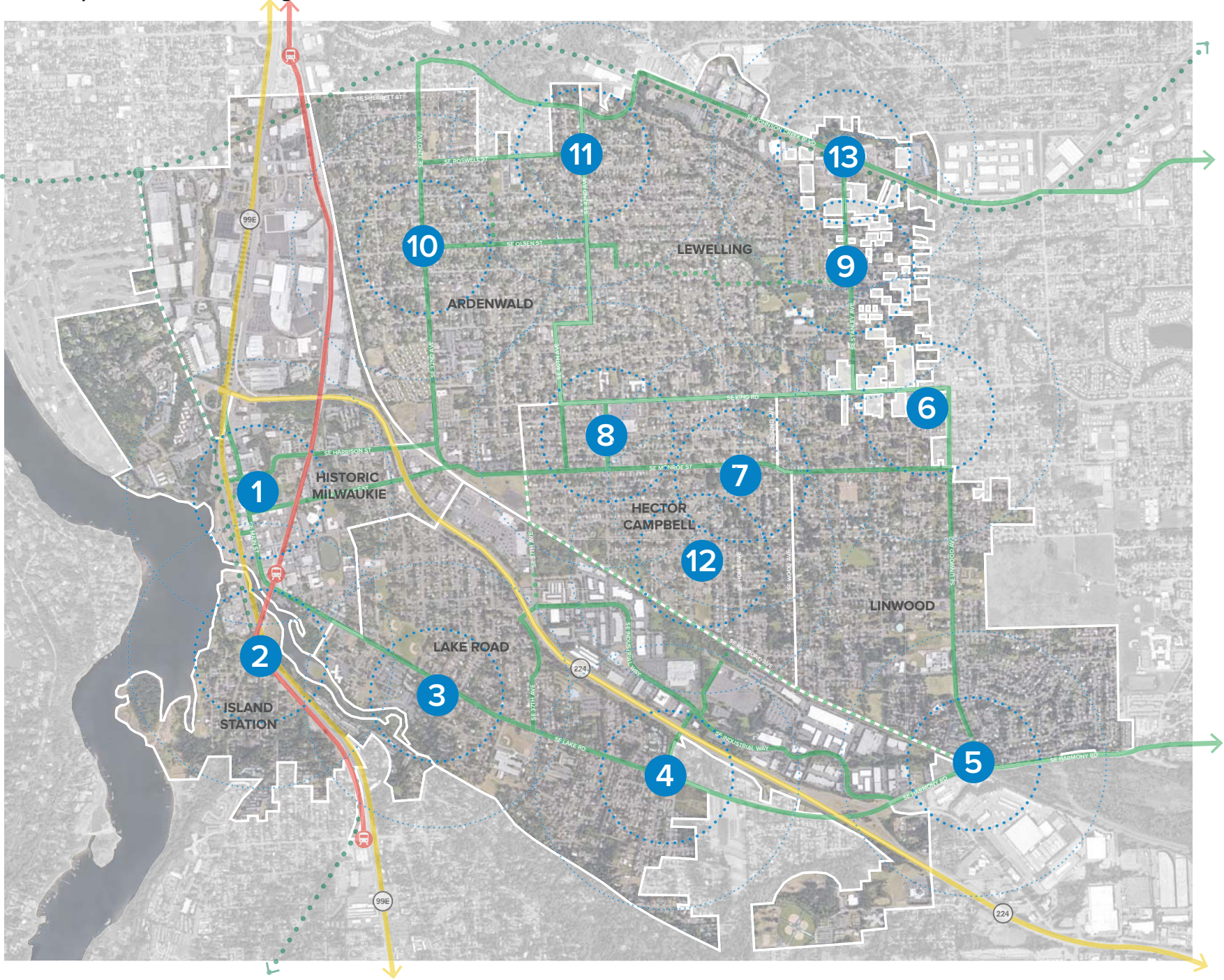
Place 2.4: Annex land within the City’s Urban Growth Management Area land that helps meet the Milwaukie’s housing and employment needs

Place 2.6: Ensure quality housing design standards that include energy efficiency, shared greenspace and community garden development

Place 2.9: Support the development of more senior, veterans and special needs housing, including Aging in Place Villages and transitional and safe-house communities



Map of Potential Neighborhood Hub Locations - November 2018 Draft



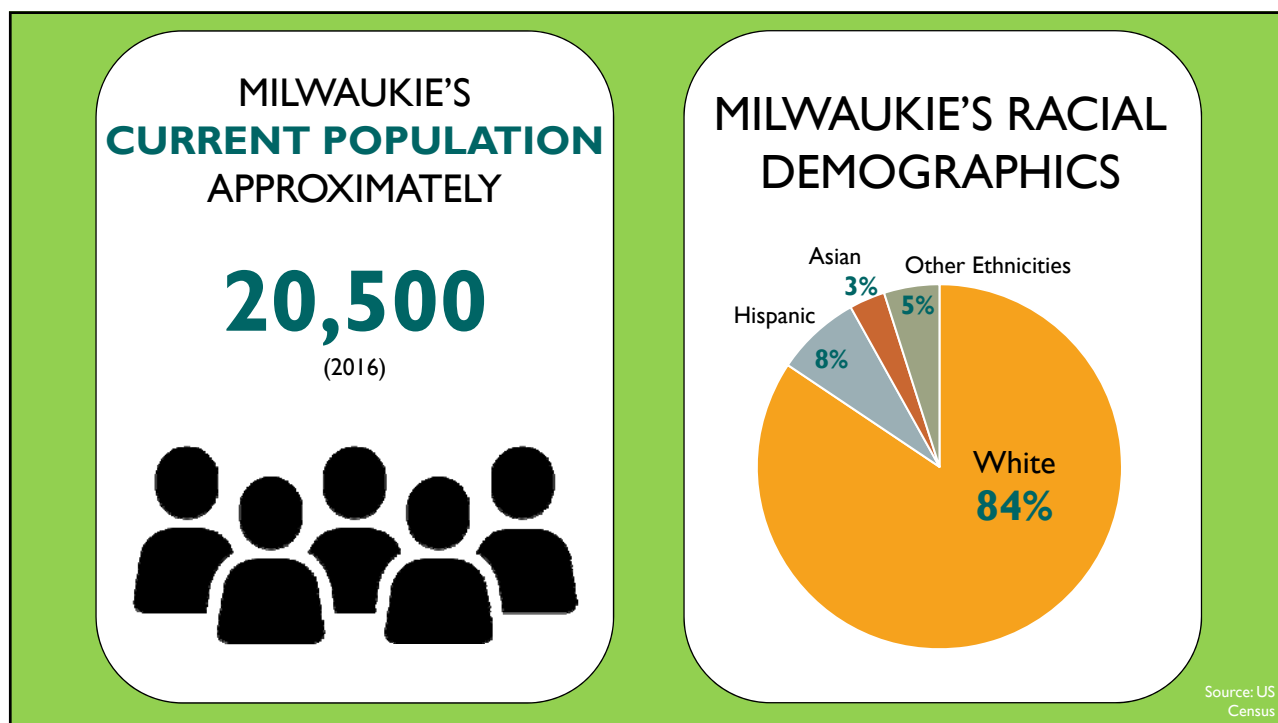
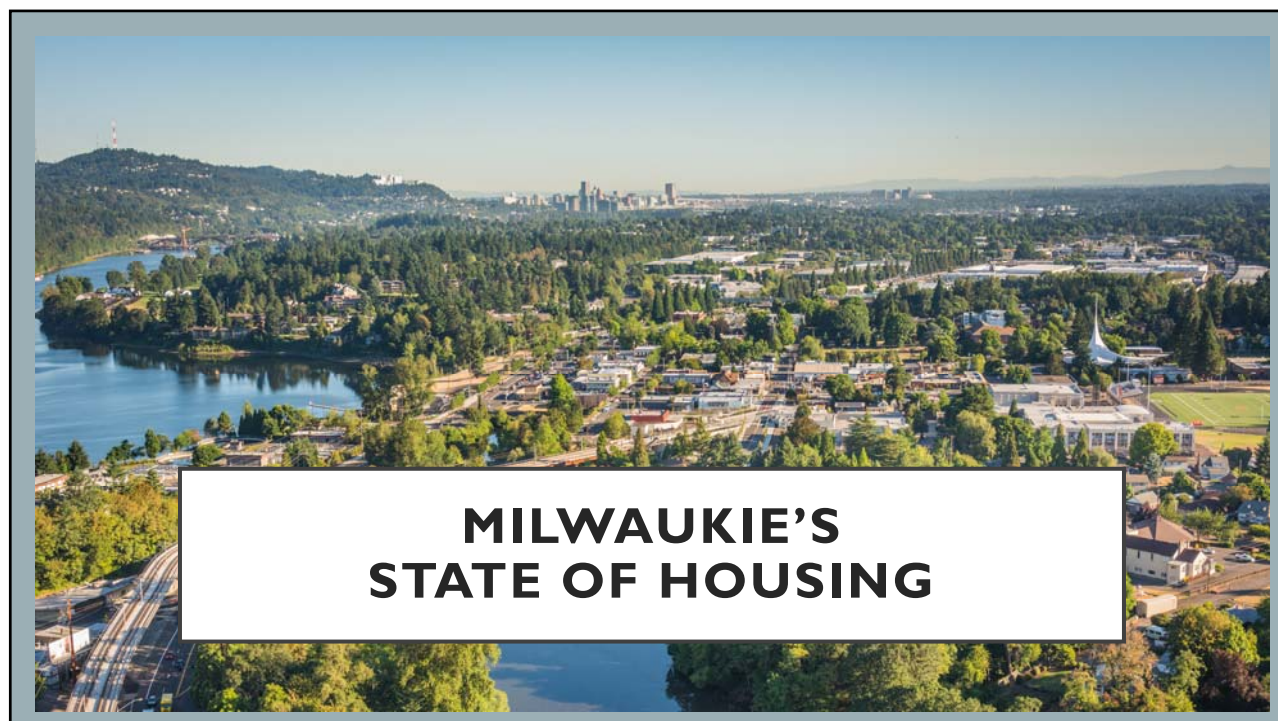
- ARTERIALS
- TRIMET MAX STOP
- BIKE TRAILS
- DEDICATED BIKE LANES
- BIKE-FRIENDLY ROADS
- HUB LOCATION WITH 5 & 10 MINUTES WALKING RADIUS

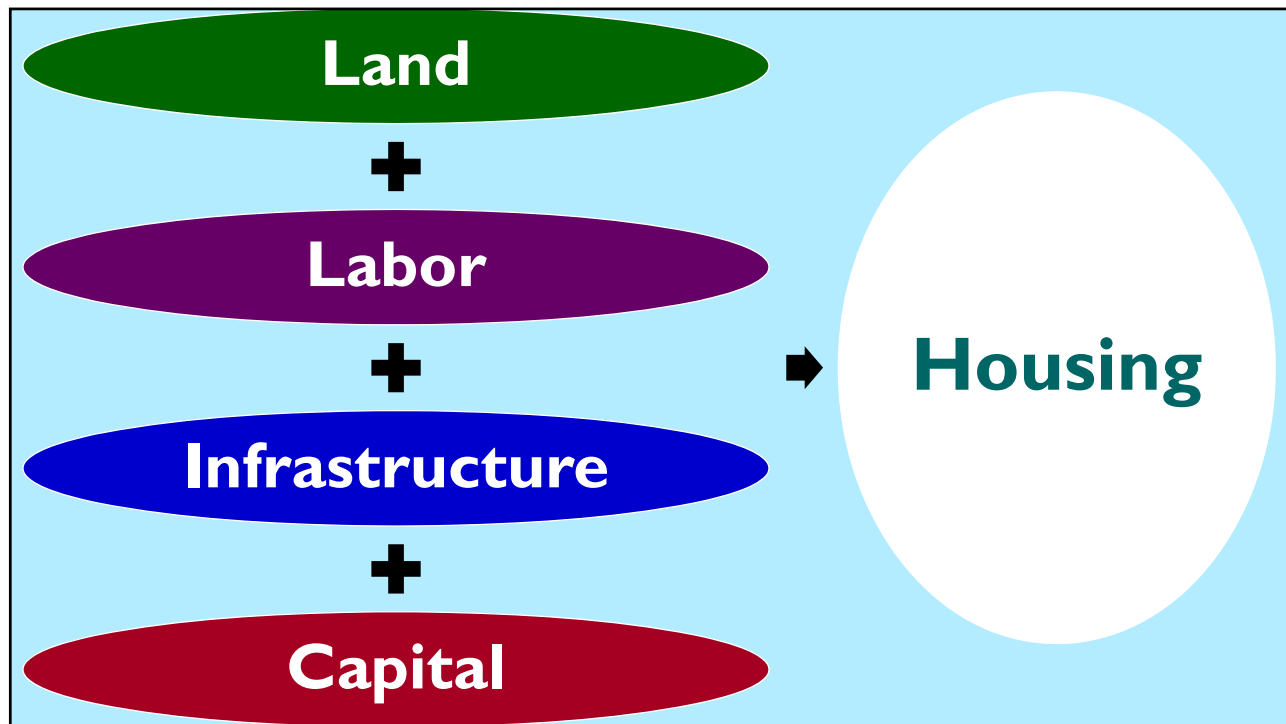
Neighborhood Hub Typology Descriptions

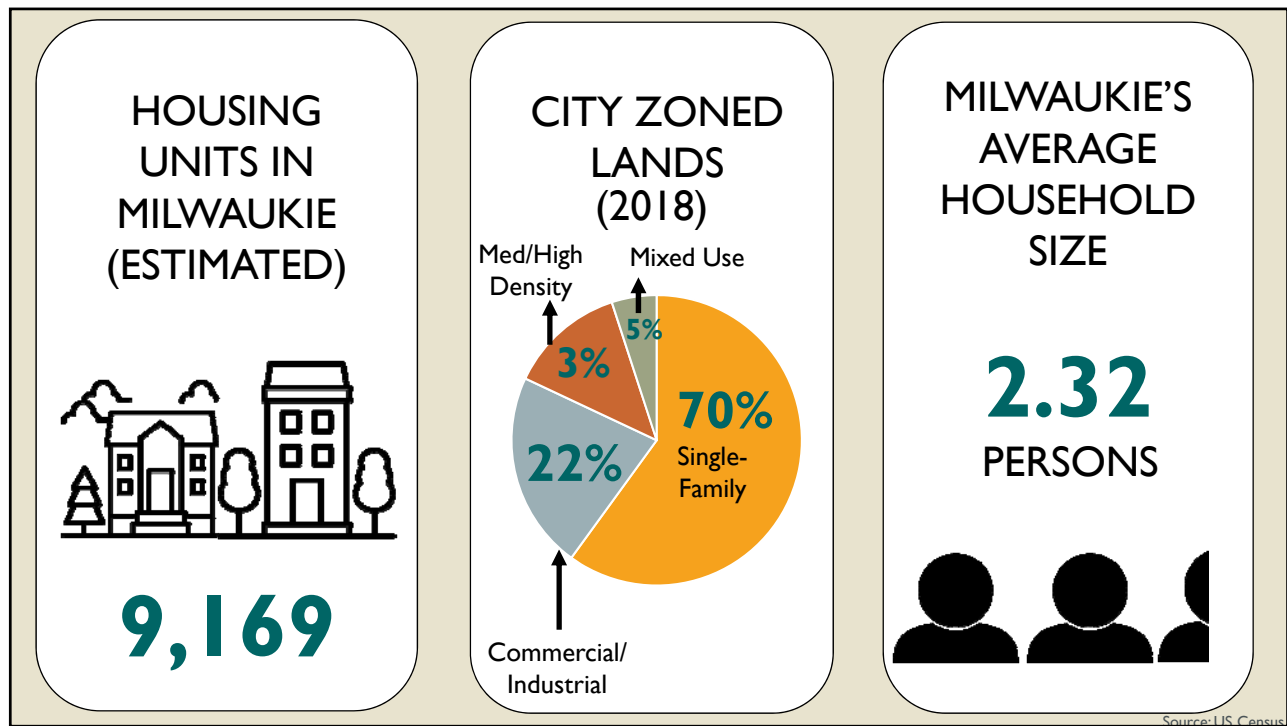
Type of Hub/Typical Uses	Pop-up carts, etc.	Convenience commercial and services	Brick and mortar – expanded commercial	Mixed Use w/Housing
Micro	X			
Transitional	X	X		
Neighborhood		X	X	
Mixed Use Neighborhood			X	X

Potential Typology of Identified Hubs in Milwaukie

SITE	Existing Typology	Short-Term Typology	Long-Term Typology
1 Historic Milwaukie	<i>Mixed Use Center</i>	<i>Mixed Use Center</i>	<i>Mixed Use Center</i>
2 Island Station	<i>Underperforming Hub</i>	Transitional Hub	M.U. Neigh Hub
3 Lake Road	<i>Opportunity Site</i>	Transitional Hub	M.U. Neigh Hub
4 Lake Road 2	<i>Opportunity Site</i>	Micro-Hub & Gathering	Micro-Hub & Gathering
5 Linwood	<i>Underperforming Hub</i>	Transitional Hub	M.U. Neigh Hub
6 Linwood 2	M.U. Neigh & Gathering	M.U. Neigh & Gathering	M.U. Neigh & Gathering
7 Hector Campbell	<i>Underperforming Hub</i>	Transitional Hub	M.U. Neigh Hub
8 Hector Campbell 2	M.U. Neigh Hub	M.U. Neigh Hub	M.U. Neigh Hub
9 Lewelling 2	<i>Opportunity Site</i>	Micro-Hub	Transitional Hub
10 Ardenwald	<i>Underperforming Hub</i>	Transitional Hub	M.U. Neigh Hub
11 Ardenwald 2 (Roswell Mrkt)	<i>Underperforming Hub</i>	Transitional Hub	M.U. Neigh Hub
12 Hector Campbell 3 (Garden)	<i>Gathering/Event</i>	Micro-Hub & Gathering	Micro-Hub & Gathering
13 Lewelling (Johnson Creek)	<i>Underperforming Hub</i>	Transitional Hub	M.U. Neigh Hub



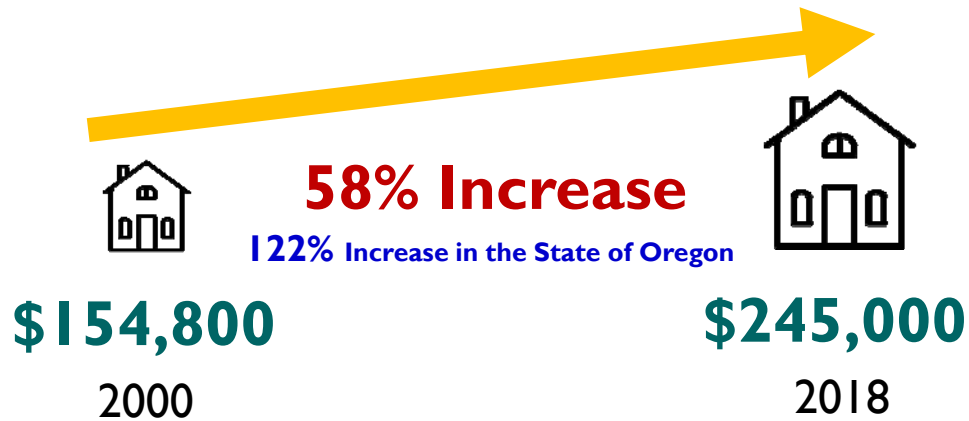




DID YOU KNOW
80% OF THE HOUSING STOCK IS PRE-1980'S?

Source: US
Census

MILWAUKIE MEDIAN HOME PRICE



Source: US
Census

AVERAGE RENT FOR A 2 BEDROOM IN MILWAUKIE



Source: US
Census

MINORITIES AND SINGLE PARENTS
ARE MORE VULNERABLE TO RENT
BURDEN AND EVICTION

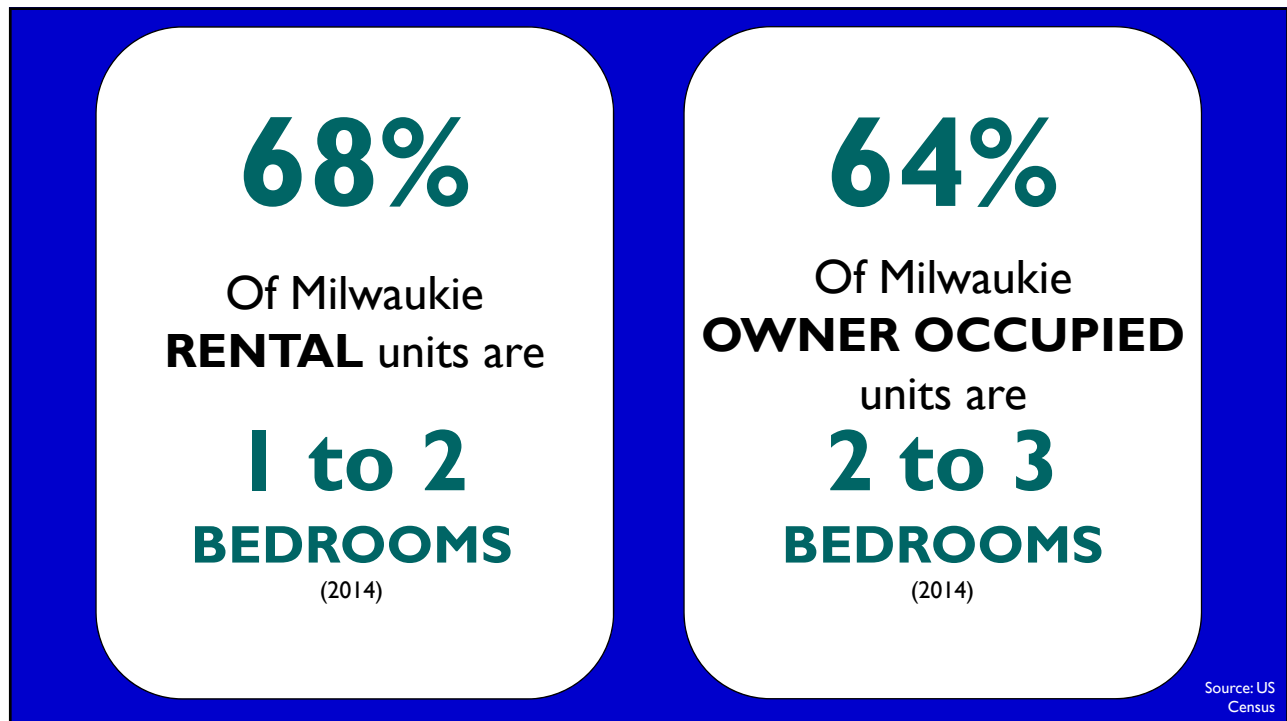
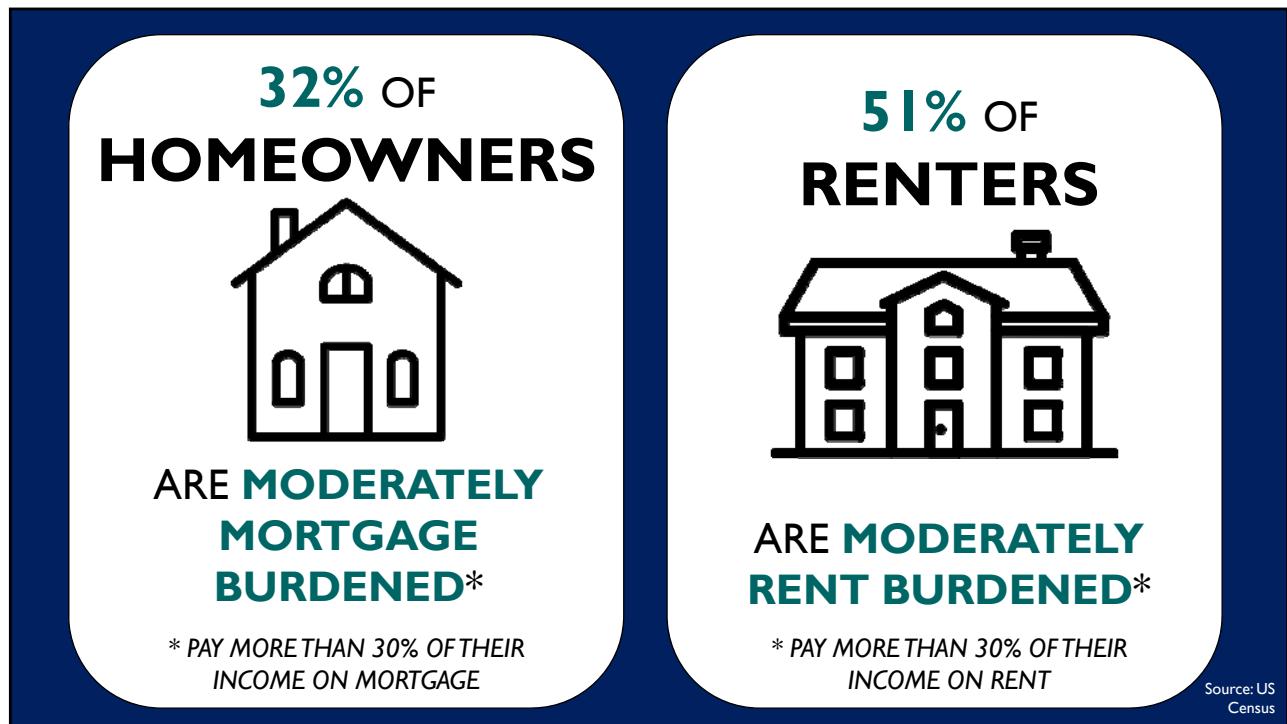
27% OF MILWAUKIE
HOUSEHOLDS

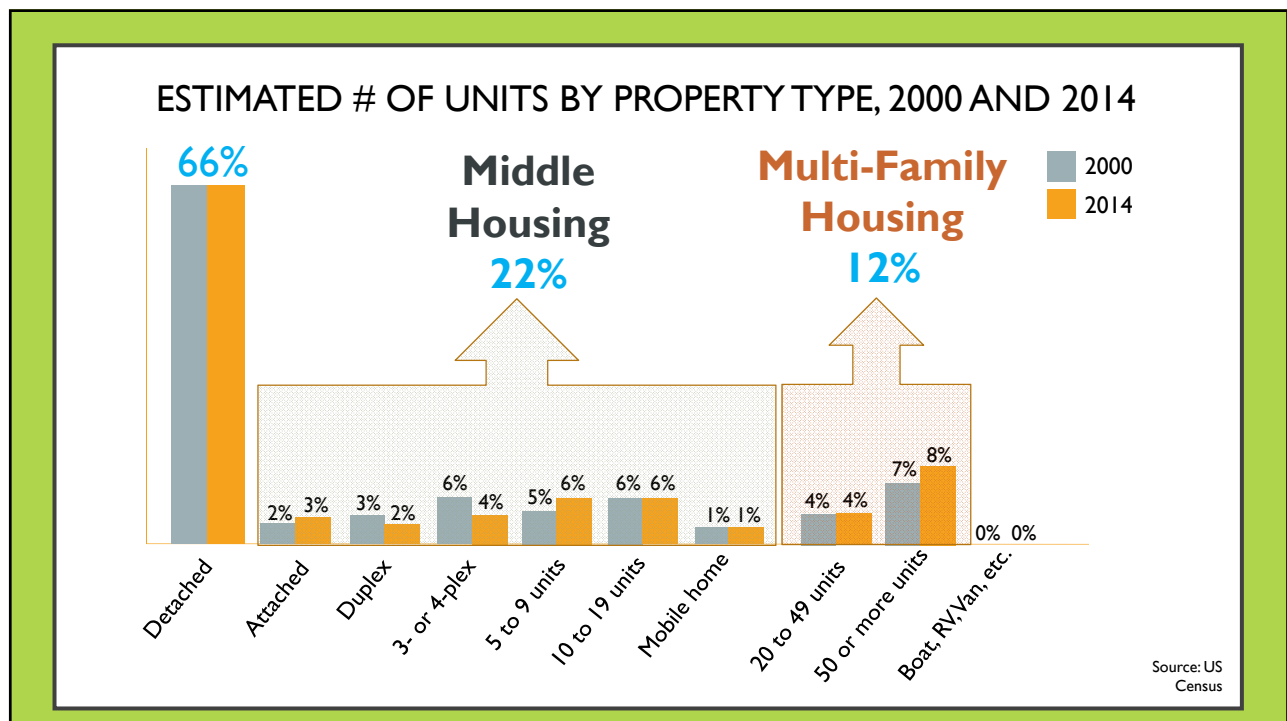
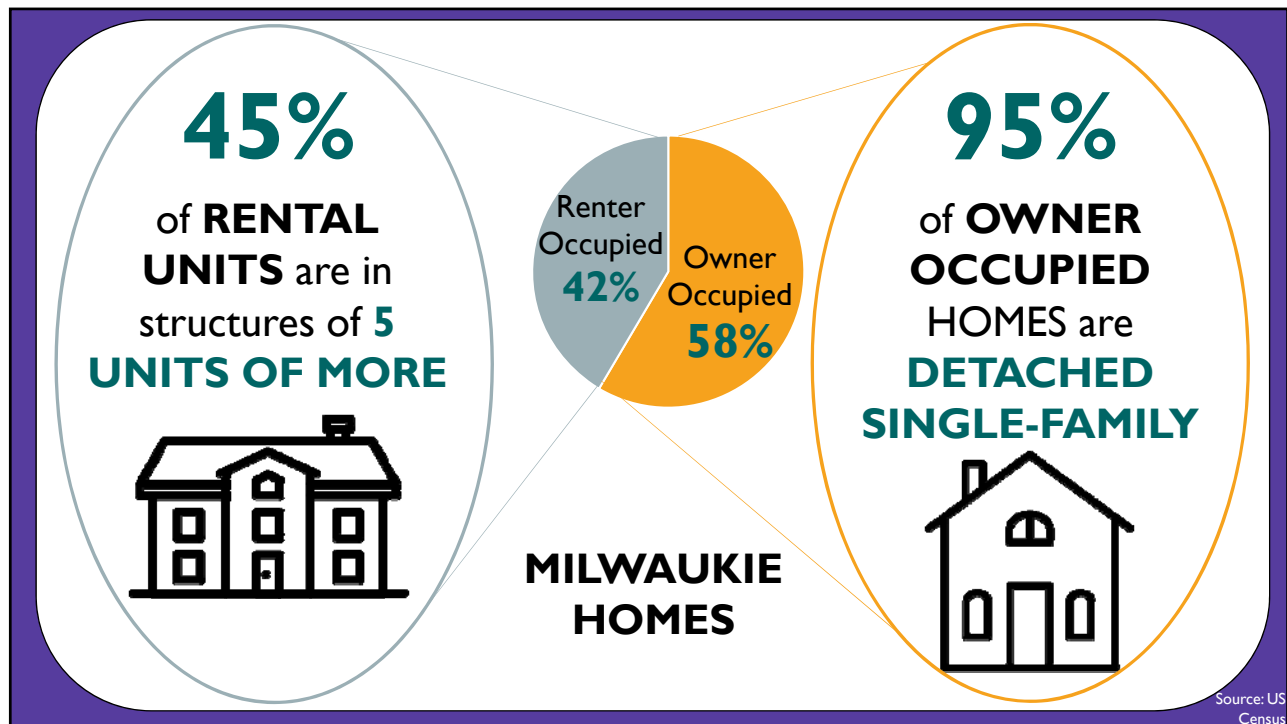


ARE **SEVERELY**
RENT BURDENED*

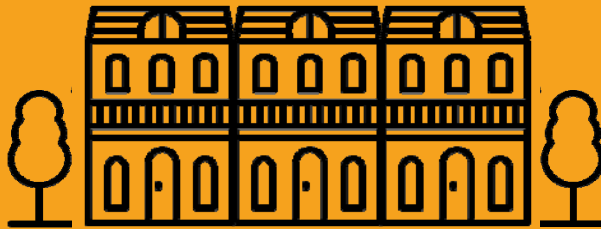
* PAY MORE THAN 50% OF THEIR
INCOME ON RENT

Source:
Milwaukie
Housing Needs
Analysis





DID YOU KNOW
A **TRIPLEX** IS CONSIDERED
MULTIFAMILY AND NOT ALLOWED IN
A LOW DENSITY ZONE?



Source:
Milwaukie
Municipal Code

DID YOU KNOW
70% OF MILWAUKIE IS ZONED FOR
SINGLE-FAMILY USE?

MILWAUKIE HAS AN ESTIMATED
VACANCY RATE OF **3%** (2018)

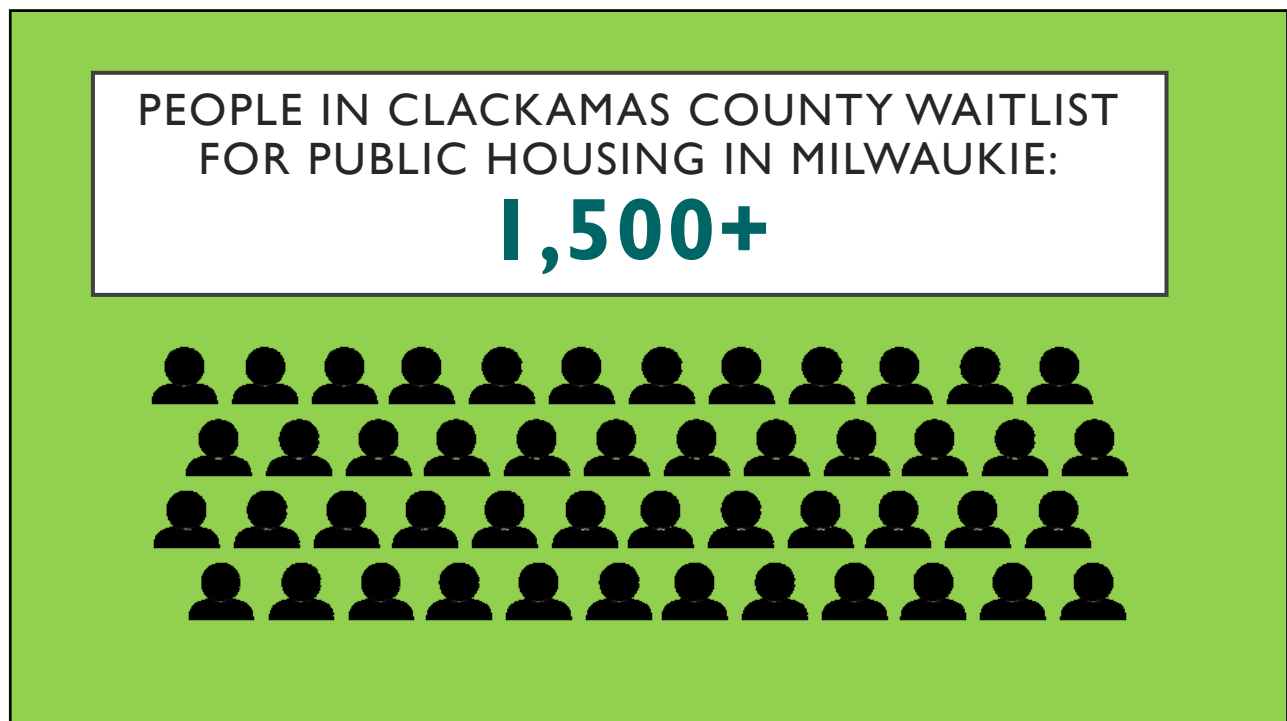
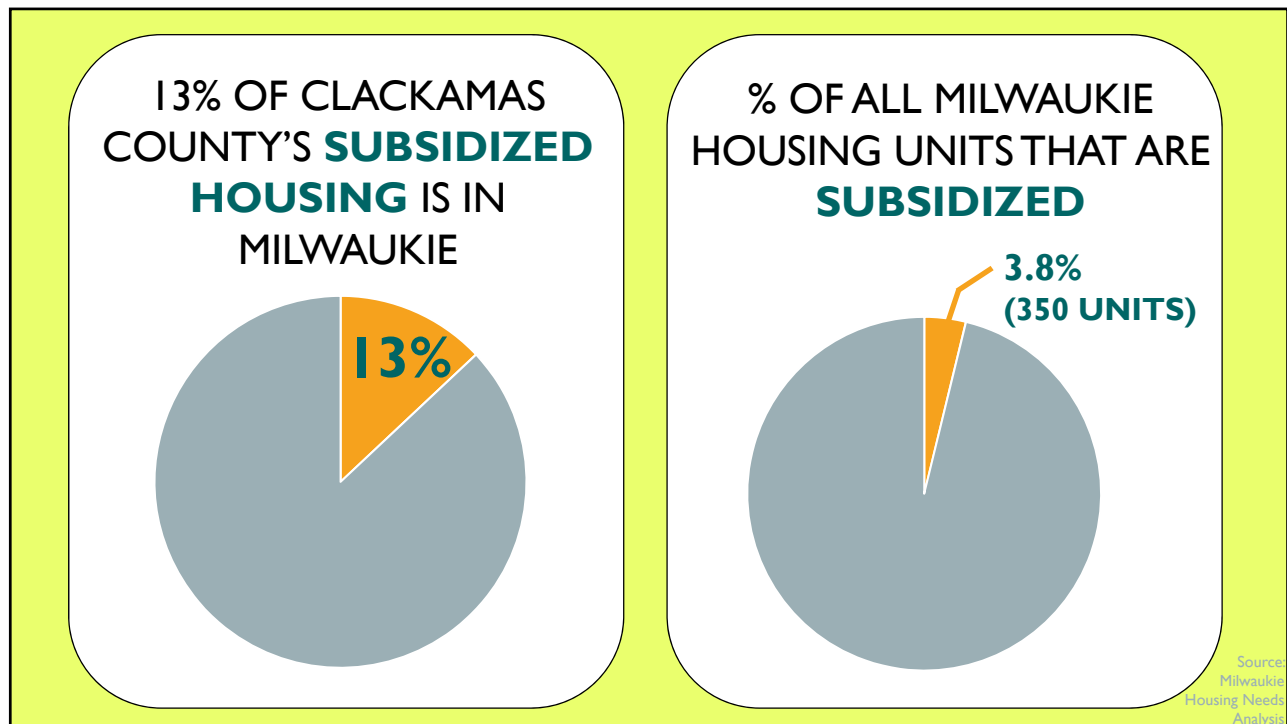
THE NATIONAL VACANCY RATE
WAS **12%** (2016)

Source: US
Census

MILWAUKIE DECLARED A
HOUSING EMERGENCY IN 2016

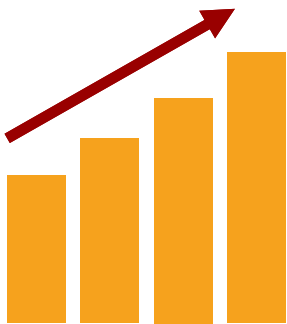
MILWAUKIE ENACTED A **90 DAY NO
CAUSE EVICTION ORDINANCE
IN 2016**

MILWAUKIE ADOPTED ITS
**FIRST EVER HOUSING
AFFORDABILITY STRATEGY**
IN **JULY 2018**

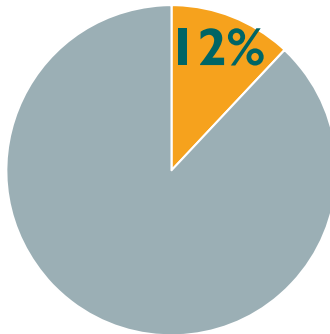


*DID YOU KNOW 5% OF THE LAND IN
THE CITY IS ZONED FOR MIXED-
USE?*

1,150
HOUSING UNITS



PROJECTED NEED
BY 2036



% OF OUR LAND are
**VACANT
RESIDENTIAL
ACRES**

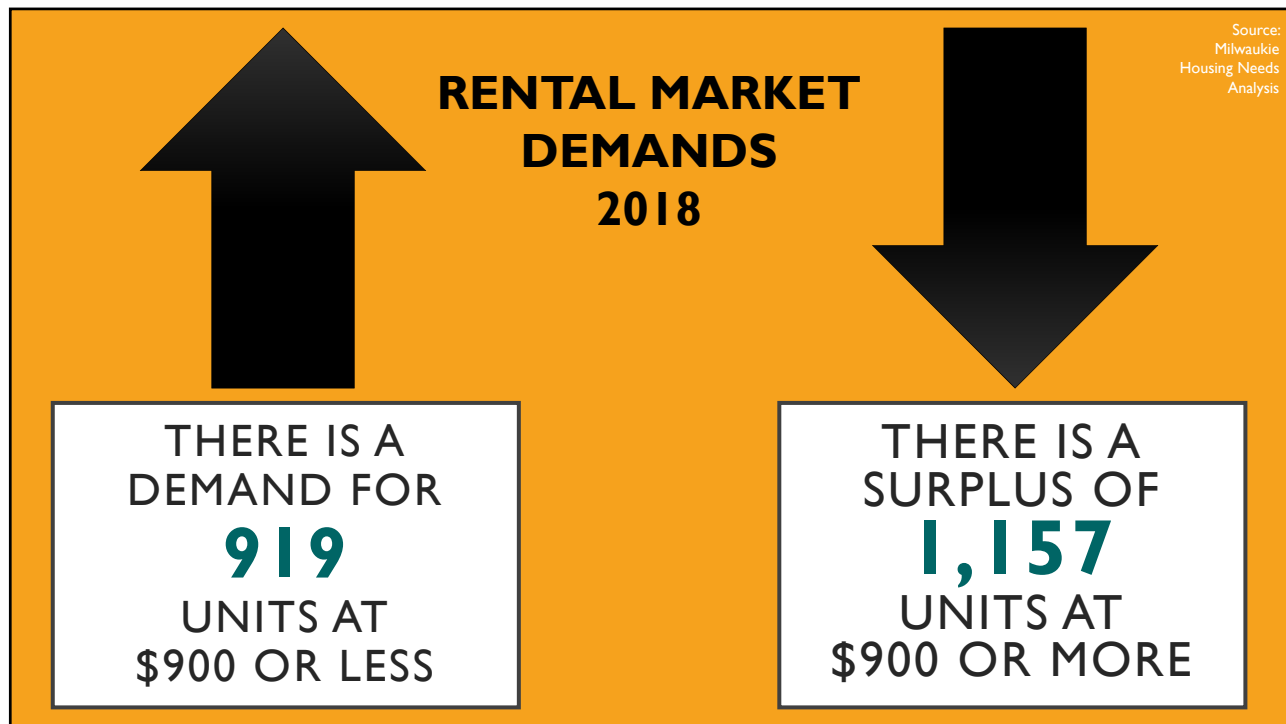
MILWAUKIE'S
**BUILDABLE
LANDS** INCLUDE...

42.9

ACRES OF
VACANT
RESIDENTIAL
LAND

305.8

ACRES OF
POTENTIAL
RESIDENTIAL INFILL
REDEVELOPMENT
LAND



CONSERVATIVELY, BY **2036**,
MILWAUKIE WILL NEED:

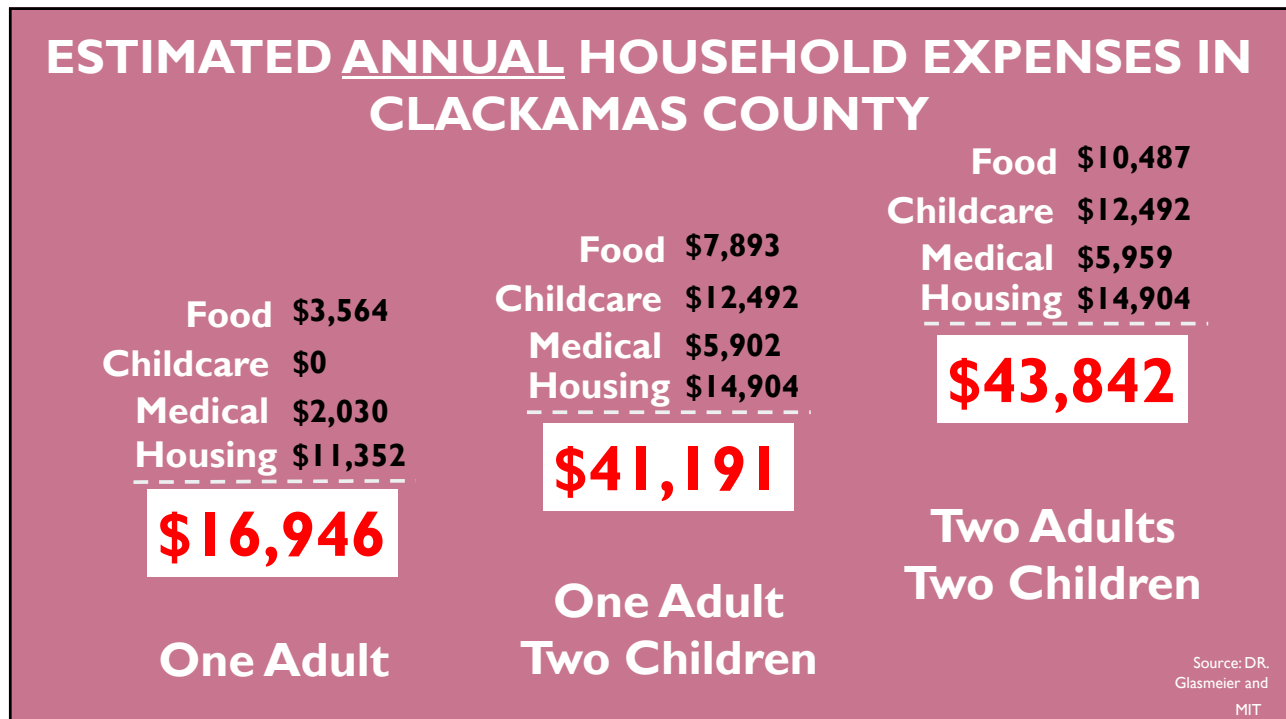
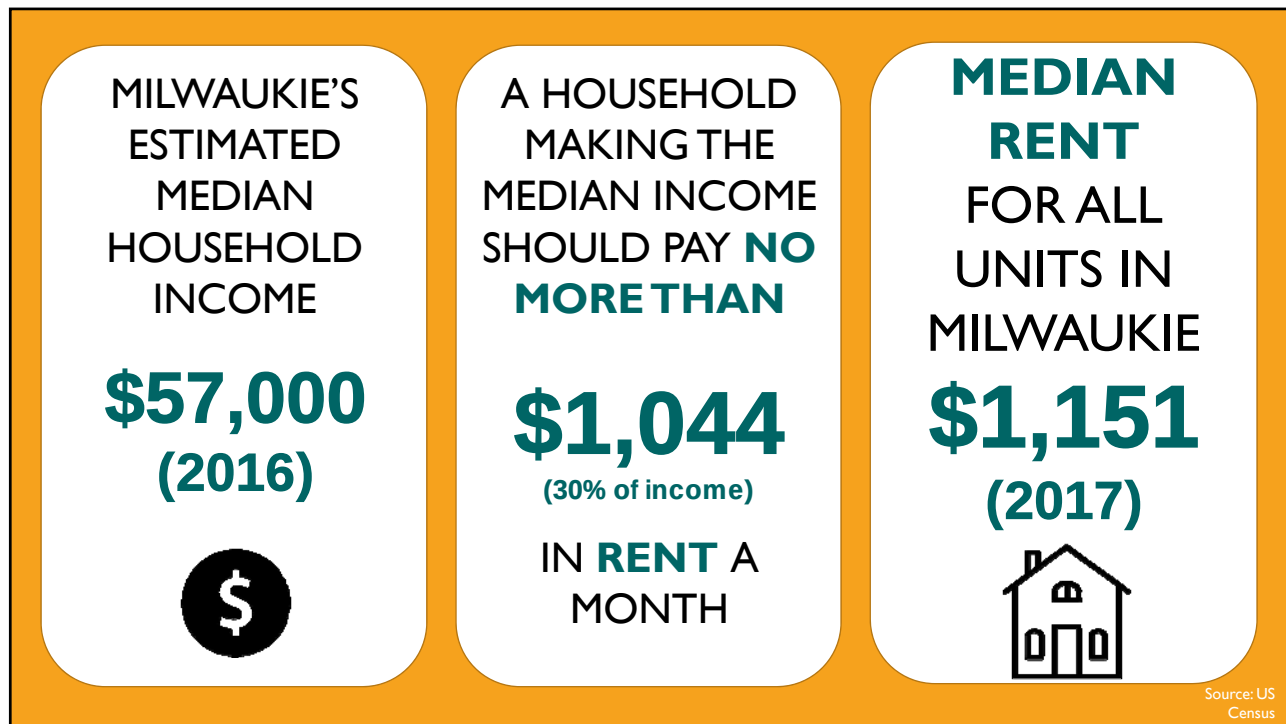
800 HOMEOWNERSHIP UNITS*
330 RENTAL UNITS

*INCLUDES SINGLE FAMILY, MIDDLE HOUSING AND EXECUTIVE LEVEL HOUSING

Source:
Milwaukie
Housing Needs
Analysis

OF HOUSING UNITS IN THE PIPELINE





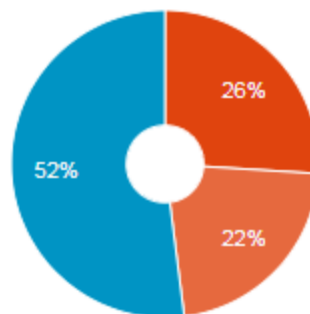
AVERAGE OF SINGLE FAMILY UNIT
UTILITY BILL IS **\$102.50**

*DOES NOT INCLUDE WATER USAGE

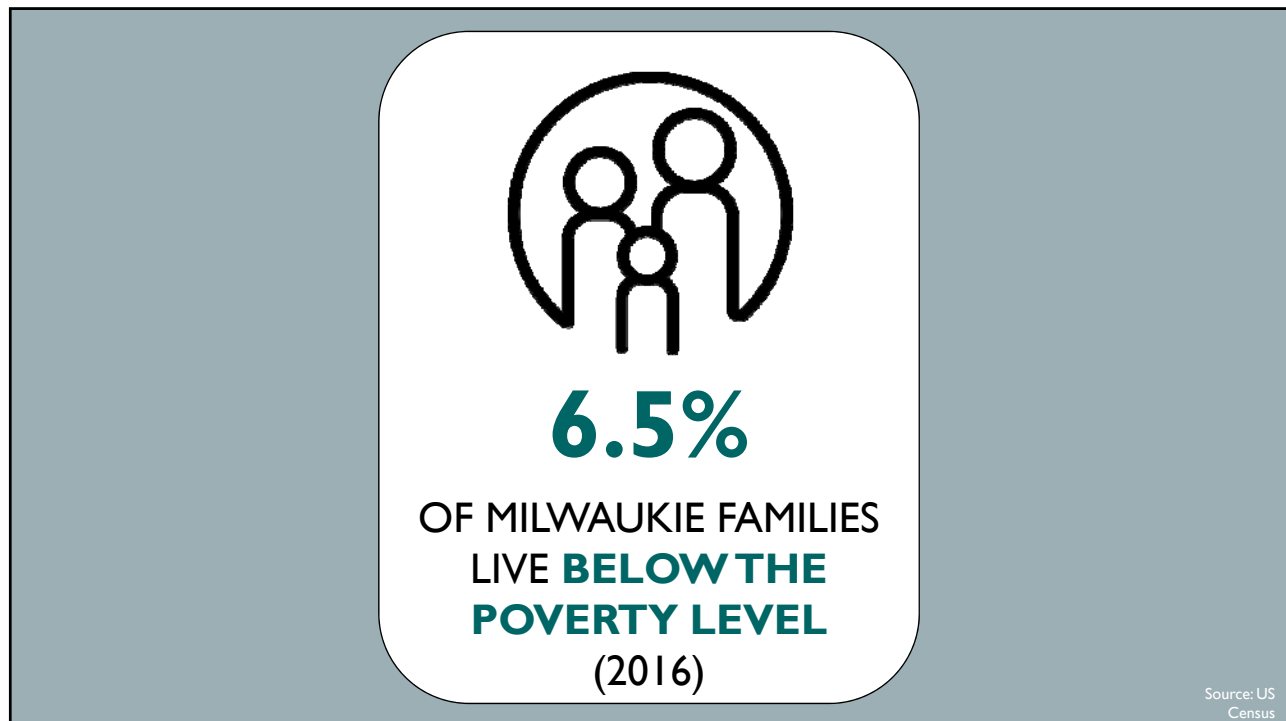
Source:
Milwaukie
Utilities

ON AVERAGE, MILWAUKIE RESIDENTS SPEND
48% OF THEIR INCOME ON HOUSING +
TRANSPORTATION COSTS ALONE

● Housing
● Transportation
● Remaining
Income



Source: The
H+T
Affordability
Index



**4.8% UNEMPLOYMENT RATE IN
MILWAUKIE (2016)**

Source: US
Census

1,068

HOMELESS
PEOPLE

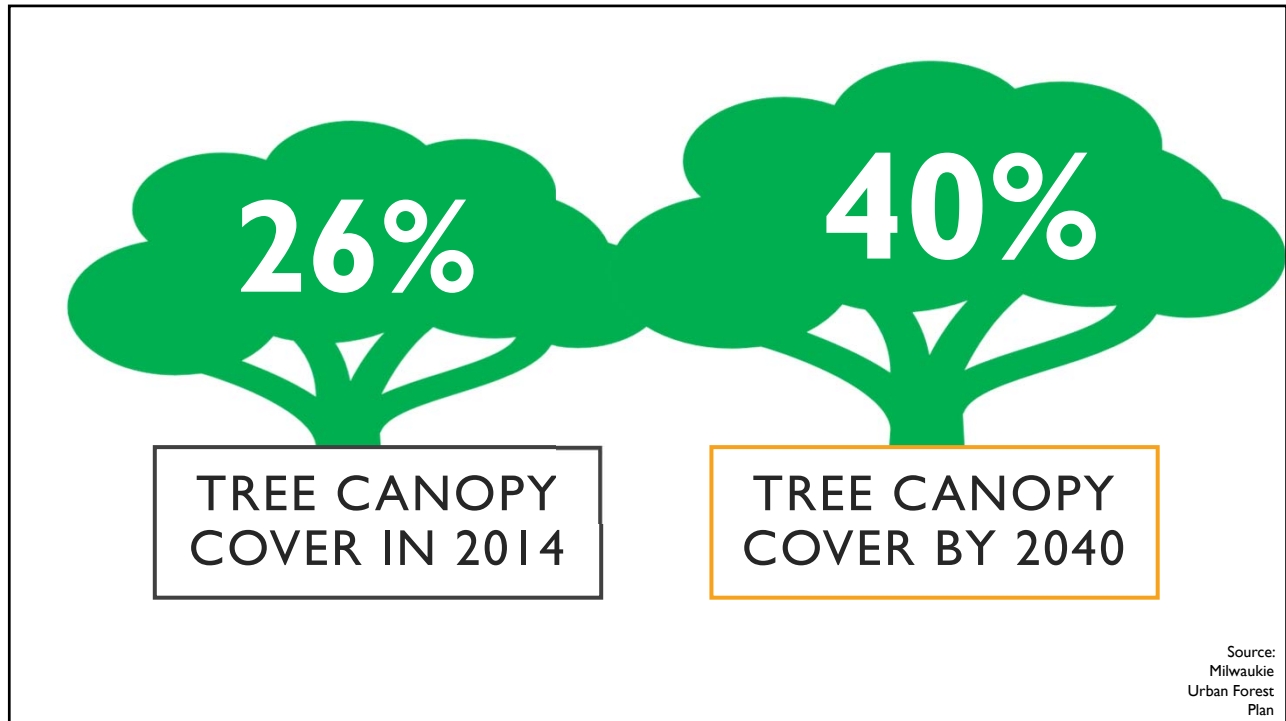


400

HOMELESS
SCHOOL AGED
CHILDREN

COUNTED IN CLACKAMAS
COUNTY IN **2017**

Source:
Clackamas
County Point
in Time Count
(2017)





DECEMBER 6 HOUSING FORUM AUDIENCE MEMBER COMMENTS AND QUESTIONS

- “I live in Historic Milwaukie, on Harrison in the North Main community. I appreciate that affordable housing is included, and I have friends who are helped by it. I wish our buildings were more mixed, versus separate. This is something I favor – including affordable house throughout developments (accompanied by support for living wages, as I say on the other side). Also green, sustainable developments. Couldn’t we make our living quarters less expensive to live in through green approaches?”
- “Strategies in affordable housing need to be accompanied in my opinion by a rise in wages. Minimum wage in the 70s adjusted for inflation comes to over \$20/hr today. Work needs to be honored by livable wages. Thoughts/comments?”
- “Can the cultural identity of some niche neighborhoods survive without being as homogeneous? (E.g. Little Havana & Little Haiti in Miami, Little Tokyo & Koreatown in LA, Chinatown & Harlem in NYC)”
- “You mention the “Moving to Work” flexible HUD program that has allowed some cities to allow voucher users to more easily use those vouchers in areas of more opportunity. Vouchers depend on willing landlords, most of which are not in areas of more opportunity. How do we create a supply of willing landlords to meet the demand?”
- “How does the county or Metro get equitable buy in from cities that have little to no affordable housing? How do you develop political will in these instances?”
- “Can you speak more to the impact of generational land ownership and the economic and socioeconomic implications of land ownership as a course of a seemingly insurmountable wealth gap?”
- “Is there a way to/value in discussing these disparities in a less dualistic frame than “whites & African Americans?”
- “What is the status of racial distribution in the greater Portland Metro area? What can we do to more equitably provide access to homeownership in our metro area?”
- “Density seems like our only current path to affordability. Do you think that’s true?”
- “Speaking of public limitations, what are the opportunities to provide public/non-profit/private partnerships structured to desegregate neighborhoods and provide equitable or perhaps equal access to homeownership?”

- “For any/all panelists: Can you define “neighborhood character” and its relationship to diversity, equitable and affordable housing? Bonus points: define “livability.” “
- “Could there be representatives who can come talk to teens at school about these things? That way they know the history, and are able to continue on the path of pushing for and making change.”
- “Is there, or has there ever been, actual redlining practiced in Milwaukie? If so, what is being done, or has been done, to eradicate it?”
- “Richard Rothstein – Have you seen good examples of rent control? Can this work as an option?”
- “How significant a barrier is resistance from neighborhood members themselves (i.e. “NIMBYism”) when trying to change policies and implement projects to integrate low-income housing into predominately higher-income areas?”
- “As we develop amenities, parks, retail etc. in different parts of Milwaukie, how do we protect the residents of those very areas from displacement due to inevitable rent/housing increases as a result of that development? Specifically, as a citizen what can I advocate for in the midst of the planning for that kind of development?”
- “Please address the phenomenon of “gentrification” and how to avoid its unintentional consequences from this process & steps:
 - 1) Good intentions and political will
 - 2) \$\$ set aside for attracting development of poor areas or unattractive/contaminated areas (like the Pearl)
 - 3) Development – great development
 - 4) Pushing out low income/racially diverse long-term residents to crummier neighborhoods”
- “There are a number of senior residences in Milwaukie that are expanding their facilities. What can be done, or is being done, to encourage them to build a percentage of affordable or low-income units for low/fixed income seniors?”

A stylized graphic of a flower with light-colored petals and a dark center, set against a green and brown background, all within a circular frame.

RS 6. A. 12/18/18

Presentation

Joint Meeting on Housing with PC/CPAC/DLC

City Council Regular Meeting
December 18, 2018

Meeting Purpose

- Debrief on December 6 Housing Forum
- Discuss Ongoing Housing Work
- Provide direction for Comprehensive Plan Housing Goals and Policies



Background: Statewide Planning Goal 10

- Cities are required to show adequate 20 year supply of housing across range of housing types and incomes
- Milwaukie completed Goal 10 HNA in 2016; City has more than twice as much needed supply (2,919 units) as its projected demand (1,150 units)
- Comprehensive Plan policies must help meet Goal 10 requirements; City can adopt additional policies that go above and beyond minimum requirements



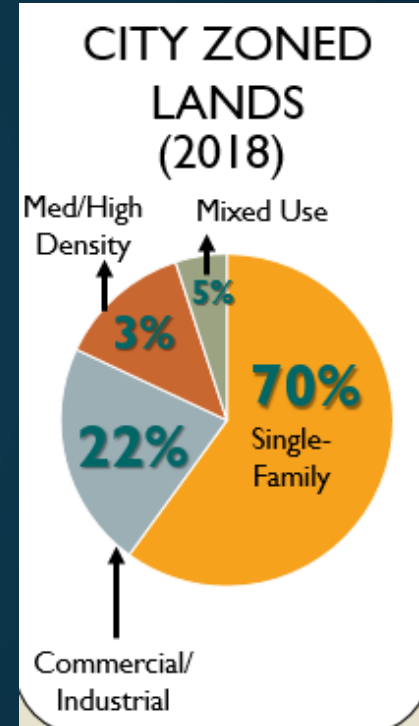
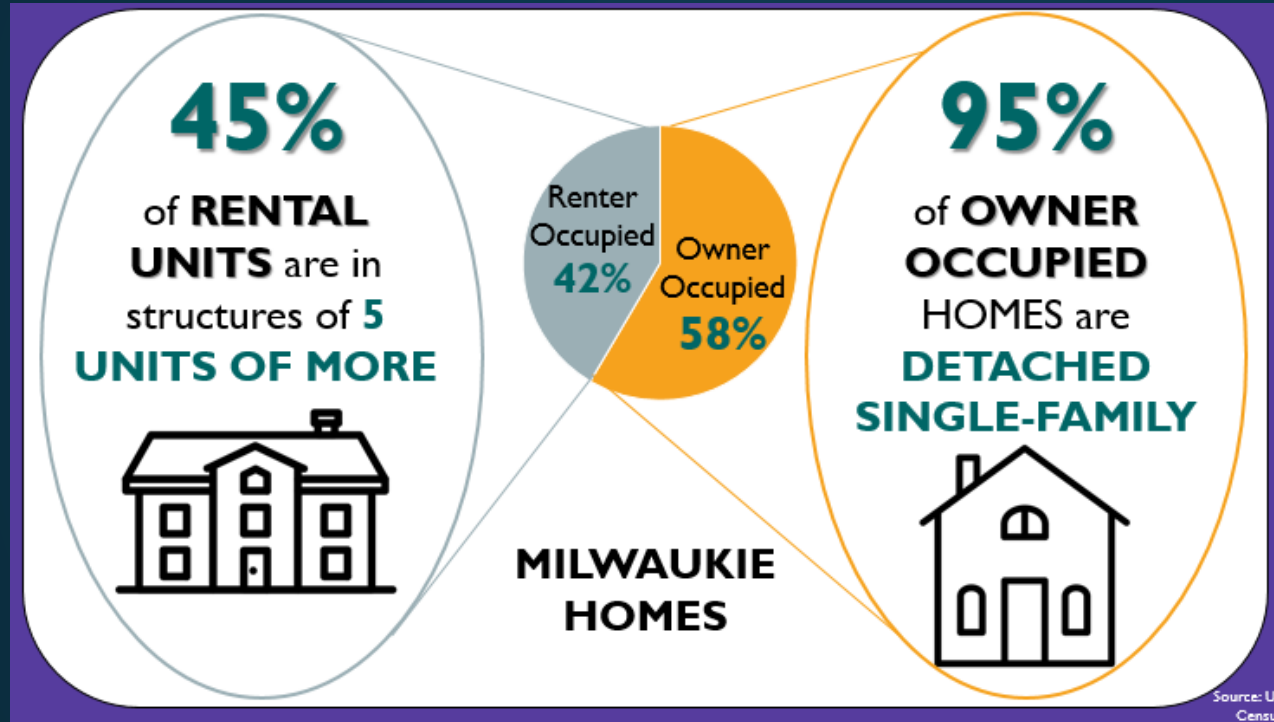
December 6 Housing Forum Highlights



- Met requirements of HB 4006
- Helped kick off MHAS and Comprehensive Plan work
- Keynote by Richard Rothstein, followed by panel discussion of Rothstein and local experts
- 18 questions submitted by public (Attachment 6)



City has relatively even tenure split, while zoning districts are primarily SFR



Milwaukie has a large % of housing cost burdened residents

**32% OF
HOMEOWNERS**



ARE **MODERATELY
MORTGAGE
BURDENED***

* PAY MORE THAN 30% OF THEIR
INCOME ON MORTGAGE

**51% OF
RENTERS**



ARE **MODERATELY
RENT BURDENED***

* PAY MORE THAN 30% OF THEIR
INCOME ON RENT

**27% OF MILWAUKIE
HOUSEHOLDS**

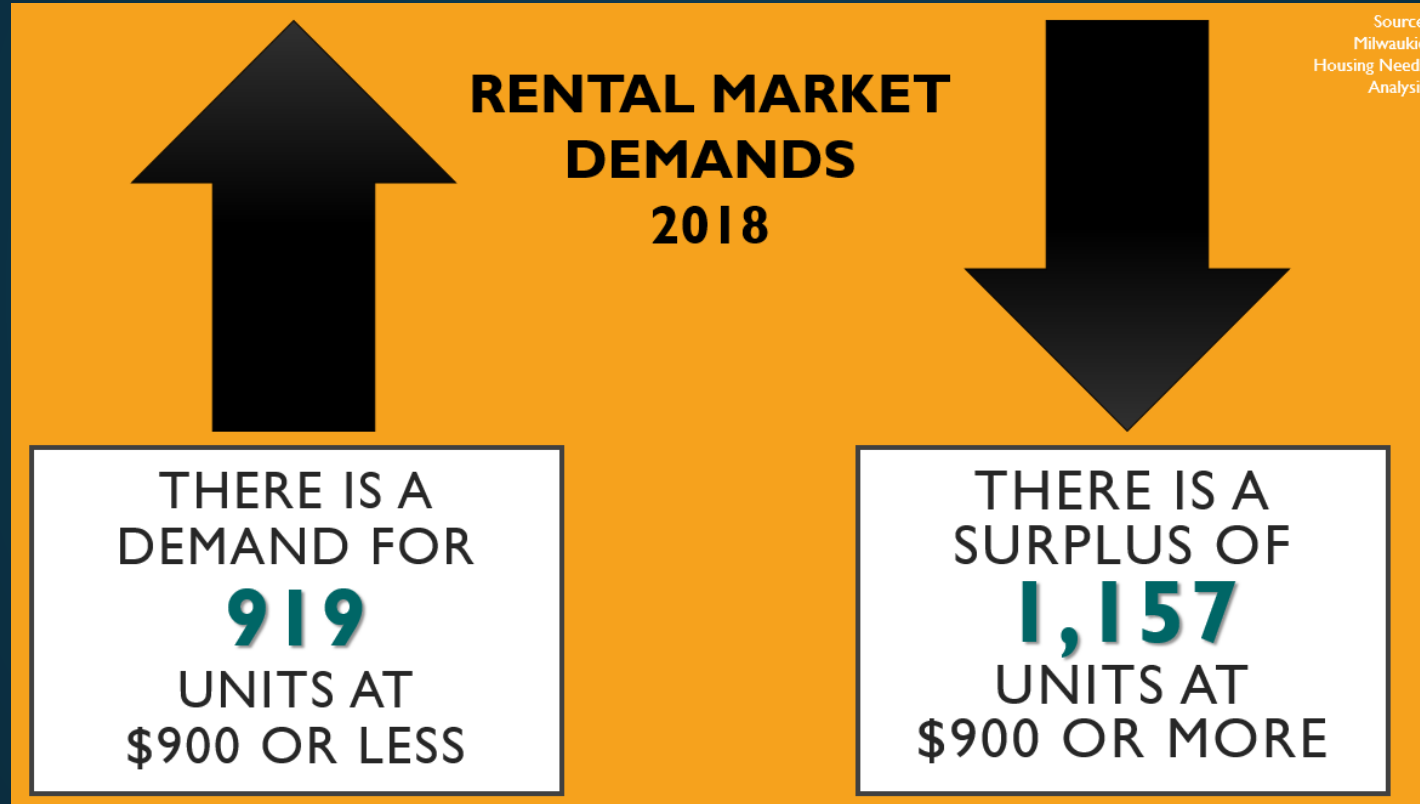


ARE **SEVERELY
RENT BURDENED***

* PAY MORE THAN 50% OF THEIR
INCOME ON RENT



As a result, Milwaukie has a mismatch between its housing supply and demand



Current Housing-Related Projects

A number of housing-related projects are underway and scheduled to be completed in Summer 2019:

- Cottage Cluster Feasibility Analysis
- Accessory Dwelling Unit Code/Process Audit
- DLCD Equitable Housing Grant
- Neighborhood Hubs Work
- Hillside Master Plan

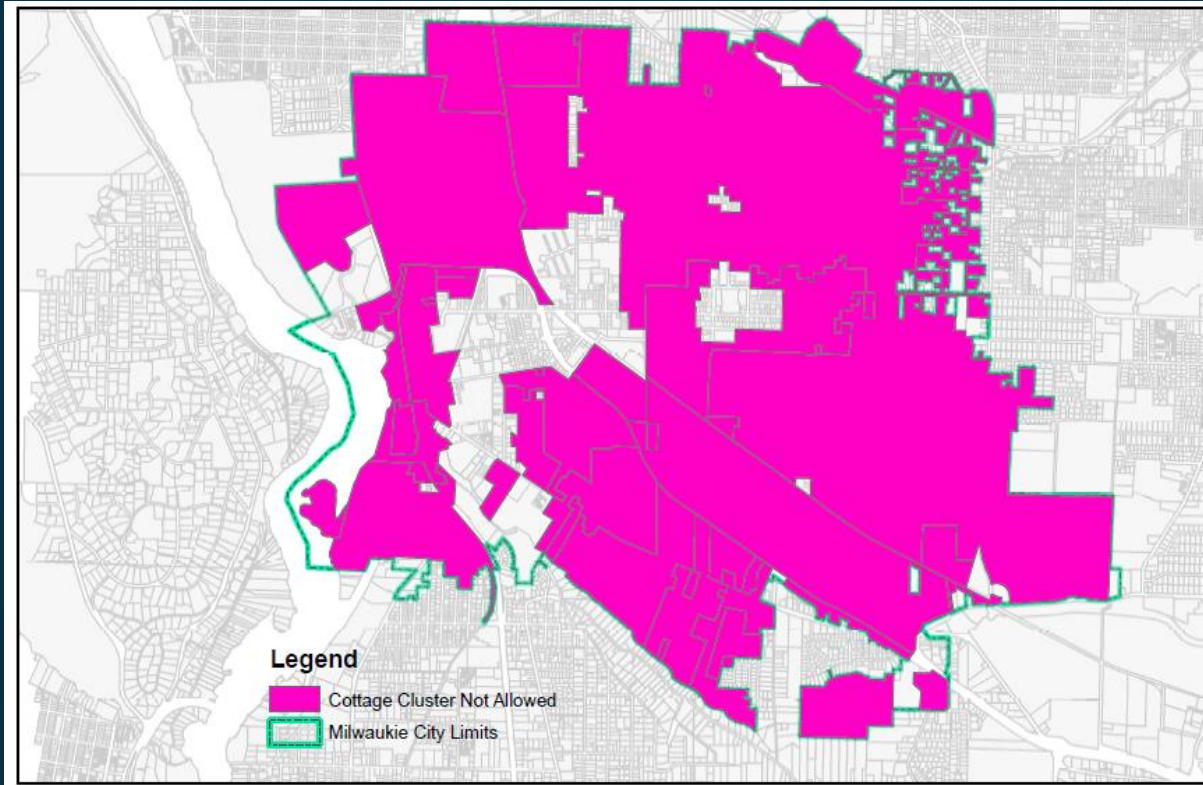


Cottage Cluster Feasibility Study

- Funded by Metro grant
- Assessing development potential of 4 sites
- Aim is to develop at least one of the sites with a cottage cluster development
- July 2019 completion
- Will propose updates to Development Code



86.5% of zones do not allow Cottage Cluster Developments

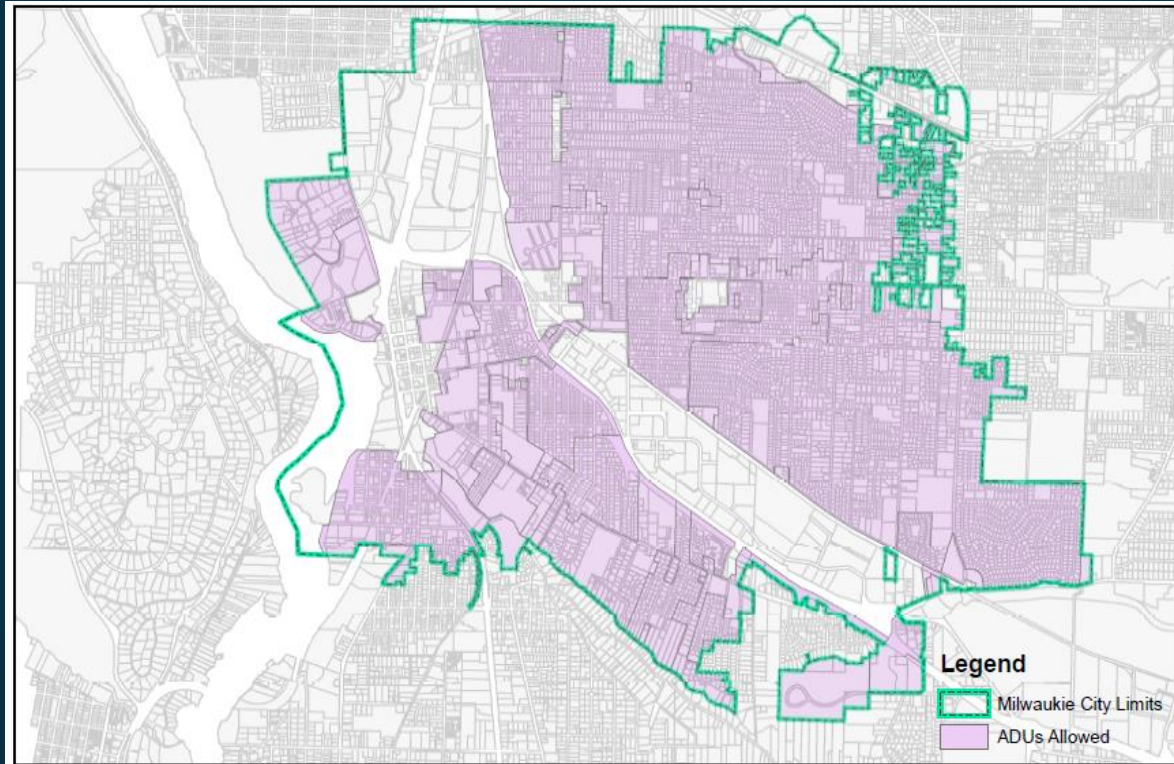


ADU Code and Process Audit

- ADUs currently allowed in all residential zones when accessory to a detached single family residence
- Subject to ~\$10K in system development charges
- ADUs can require frontage improvements
- Only 5 ADUs approved in Milwaukie since 2013
- Aiming for June 2019 completion date



Majority of City allows ADUs when accessory to detached SFR

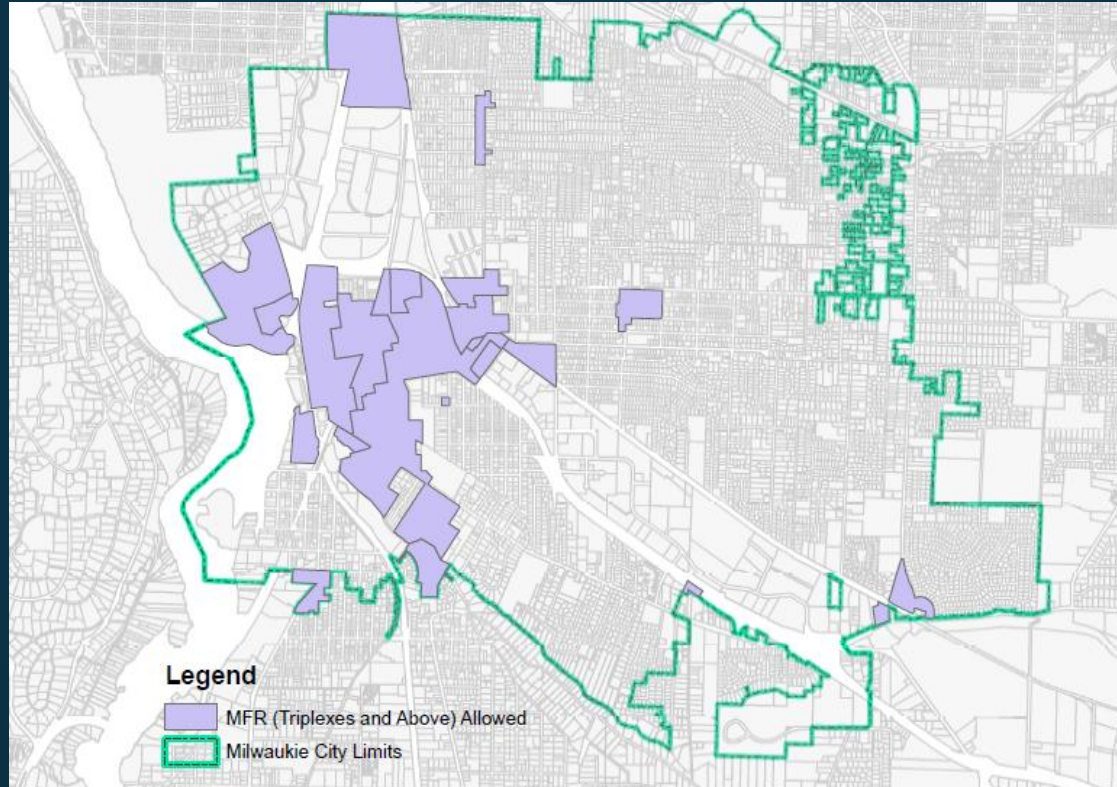


DLCD Equitable Housing Grant

- Purpose: develop new housing policies and implementation programs to facilitate equitable and affordable housing in Milwaukie
- APG currently working on Project Report
- Looking at ways to increase the supply of missing middle housing
- Will be integrated into Comp Plan policies
- June 2019 Completion Date



Only ~10% of City zones allow multi-family development (triplex and up)



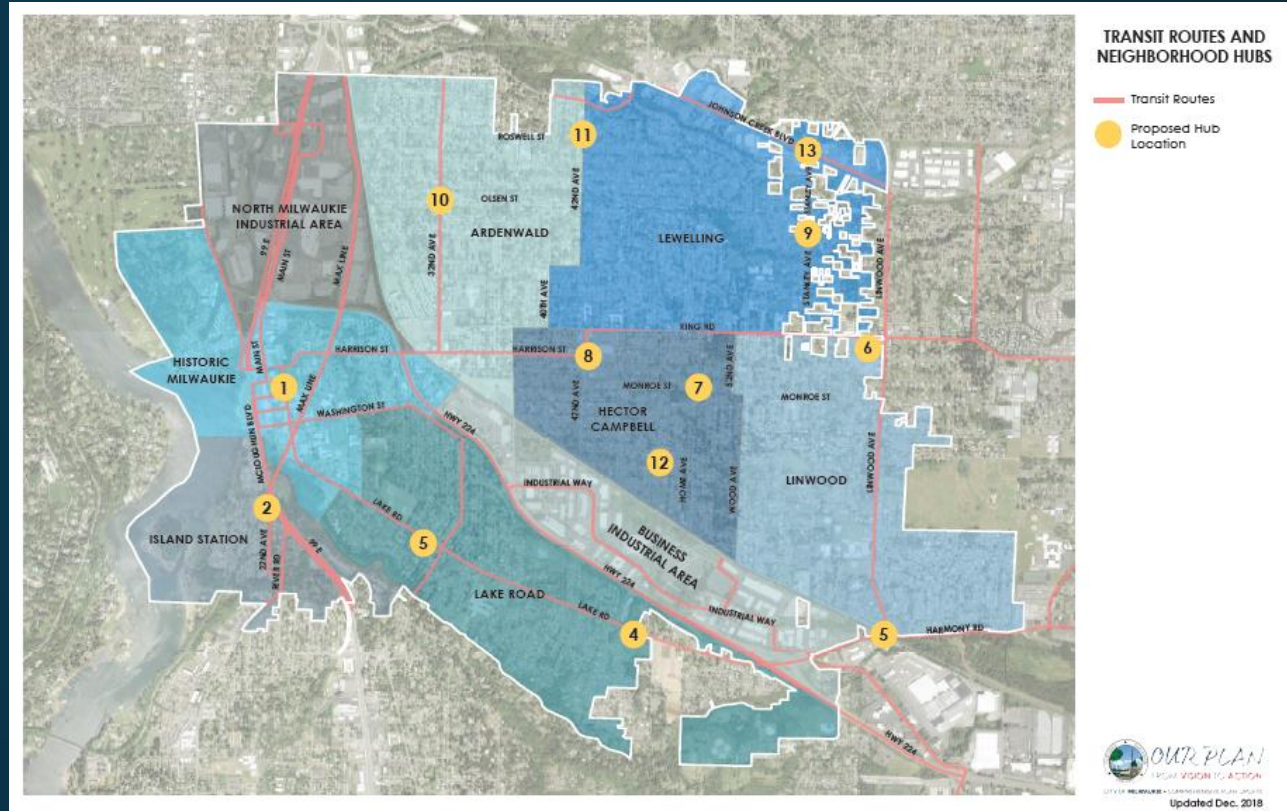
Neighborhood Hubs Work

- Idea came out of 2017 Community Vision; series of interconnected hubs throughout City
- City is reviewing economic feasibility analysis
- Potential for increased density in surrounding areas?
- Going back out to discuss with NDAs in early 2019



Map of Potential Neighborhood Hubs

- 13 sites identified by community
- Variety of different concepts
- Capitalize on proximity to transit



Hillside Master Plan

- County-led process to develop Master Plan for redevelopment of Hillside Park (tower will remain)
- Looking to add at least 400 affordable units
- Potential for mixed-use and mixed-income housing
- Major focus: integrating and connecting site to surrounding areas
- Master Plan adoption in Summer 2019



Housing Affordability and MHAS

- Housing affordability was one of 3 Council goals in 2017
- In response, City adopted MHAS in July 2018
- City has developed a housing affordability portal: <https://www.milwaukieoregon.gov/housingaffordability>
- Community Development staff is currently working on implementing the MHAS



Housing Affordability Website

HOME » Housing Affordability

Housing Affordability

Your One Stop Shop for Housing Resources in Milwaukie

Each block contains a list of resources, updated regularly, to help connect each visitor with programs that will best fit their current and future needs. The three blocks are modeled after our three main Housing Strategies Goals: 1) Develop New Units, 2) Prevent Displacement and Keep Affordable Units Affordable, and 3) Connect People with Existing Affordable Housing.



SHARE



Housing Affordability

[Overview](#)

[Building Housing](#)

[Staying in Your Home](#)

[Finding a Home](#)

[Research & Maps](#)

[Policies and Plans](#)

[In the News](#)

Contact

6101 SE Johnson Creek Blvd
Milwaukie, OR 97206

General Phone 503.786.7600



Comprehensive Plan Housing Block

- Policies currently ~30 years old
- Updated Comp Plan must comply with Goal 10.
- Housing Block will run concurrently to Block 3
- Will involve some meetings with full CPAC and additional meetings with a subcommittee
- Housing Town Hall in April or May
- Council to “pin down” policies by resolution in June



Questions for this Discussion and Comp Plan Policy Work

- What did you hear at Housing Forum that you would like to include in Comp Plan work?
- What other ideas should we make sure to address?
- Should we look at several growth scenarios?
- How aggressive should we be in policies related to equity and affordability?
- How should we plan for climate change?
- Who is interested in serving on the housing subcommittee?



COUNCIL STAFF REPORT**To:** Mayor and City Council**Date Written:** Dec 10, 2018**From:** Ann Ober, City Manager, and
Justin Gericke, City Attorney**Subject: Council Compensation Task Force**

ACTION REQUESTED

Determine interest in establishing a Council Compensation Task Force to review council compensation. If determined to be of interest, Council needs to make initial decisions about task force makeup and charge.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

In May 2018, the Budget Committee briefly discussed council compensation and requested that staff conduct a compensation market analysis.

On November 20, 2018, the Budget Committee reviewed the analysis and heard public testimony regarding changes to current compensation. Because the Budget Committee cannot create a board, commission, or task force, the item was recommended for future discussion by the Council.

ANALYSIS

The Council is currently provided a monthly stipend of \$250, with the Mayor receiving \$300 per month. The Councilors are each provided with an electronic device (a Surface) and the entire Council has an allocation of \$9500 per year for trainings, memberships and conferences. During the last budget meeting, a market analysis was provided comparing Milwaukie to other like sized communities in the region. That document has been provided as an attachment.

Since the November 20 meeting, the City Manager and City Attorney have had several conversations with other local governments, agencies, and non-profits that have confirmed the complexity and breadth of this question. Most critically, questions remain with the Oregon Ethics Commission that must be answered prior to the creation of the task force. Staff hopes to have those responses by the end of the year.

In preparation, however, staff does have the following questions for Council to consider:

Question 1

Does the Council want to create a task force to consider council compensation?

If Council decides to proceed with a task force, staff conversations with the Ethics Commission have confirmed that considering this issue presents a possible conflict of interest for all

councilors that must be declared each time the topic is discussed. A possible conflict of interest exists because current councilors may or may not receive a personal fiduciary benefit, but that benefit is not guaranteed. The Ethics Commission confirmed that the issue would become an actual conflict of interest if and when the council actually votes to increase compensation. Staff is currently working with the Ethics Commission to further develop this issue and devise a process and outcomes that adhere to Oregon law.

Question 2

Is the task force's role limited to compensation?

This question is posed to Council due to our conversations with the City of Bend. In Bend, the issue of council compensation was brought to the city as part of a larger charter review process. In that discussion, council compensation was combined with charter amendment recommendations that proposed making the mayor independently elected and changing council positions to be "wards," rather than at-large seats. Based on the work load and importance placed on reviewing the charter, Bend set this entire process as one of their biennium goals.

Question 3

Are the job duties of each Councilor and the Mayor based on the current charter? Do these job duties need to be revised as part of this process?

Under the current charter, the Council and Mayor exist as similarly situated positions. The Mayor has the following additional responsibilities outlined in the charter:

The mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body. The mayor shall sign all ordinances and written resolutions and orders approved by the council and shall have no veto power. The mayor shall sign all instruments and writings authorized by this charter, the laws of the state, or the council.

Question 4

What is the structure of the task force?

- How many members?
- How will members be selected?
- What experience or knowledge should members bring to the task force, i.e., past elected officials, residents, etc.
- What specific question(s) is Council requesting the task force to consider?

Because of the political nature of the task force, the city administration proposes a unique structure for the task force. The task force should report directly to the Council. The City Manager and City Attorney request that they be appointed to the task force as ad hoc (non-voting) members to provide information as needed.

As this process remains in its infancy, staff proposes returning with additional information in the coming months prior to task force deployment.

BUDGET IMPACTS

Currently unknown, but increasing council compensation will have a financial impact on the budget.

WORKLOAD IMPACTS

Significant for the City Manager and City Attorney. As mentioned above, the workload impact was realized most by these two positions, explaining in part the request to consider this being considered as part of a larger charter amendment process and possibly set as a Council goal. Since the November 20 Budget Committee meeting, further investigation of this topic has taken over 40 hours.

ATTACHMENT

1. 2018 Market Analysis

City Council Compensation Review: October 2018

Prepared by: Gary Rebello, HR Director, City of Milwaukie

<u>City/Total Council</u>	<u>Stipend</u>	<u>Mayor</u>	<u>Councilor</u>	<u>Frequency</u>	<u>Adjusted</u>	<u>Basis</u>	<u>Cell Phone or Tablet</u>	<u>PERS</u>	<u>WC</u>	<u>Credit Card</u>	<u>Memberships</u>	<u>Training & Conferences</u>	<u>Health Ins. Elected Only</u>	<u>Health Ins. Family</u>	<u>Annual Exp. Budget Total Council</u>	<u>Comments</u>
Canby/7	Yes	\$200	\$100	Monthly	Infrequent	Council Action	No	No	Yes	No	Mayor only	Yes	No	No	\$5,800	
Forest Grove/7	Yes	\$200	\$100	Monthly	Varies	Council Action	No	No	No	No	Yes	Yes	NA	Mayor & Council	\$8,200	
Gladstone/7	No	NA	NA	NA	NA	NA	No	No	Yes	No	Yes	Yes	No	No	\$10,000	Exp: \$20,000 biennial
Lake Oswego/7	Yes	\$415.79	\$184.75	Monthly	Annually	CPI Index	No	No	No	No	Yes	Yes	No	No	DNR	
Newberg/7	Yes	\$300	\$10/MTG	Monthly/MTG	Varies	Council Action	No	No	Yes	No	Yes	Yes	No	No	Varies	
Oregon City/5	No	NA	NA	NA	NA	NA	No	No	No	No	Yes	Yes	No	No	DNR	
Sherwood/7	No	NA	NA	NA	NA	NA	No	No	No	Yes	No	Yes	No	No	DNR	
Tualatin/7	Yes	ins. or \$100	ins. or \$100	Monthly	varies	per CIS	No	No	Yes	No	No	Yes	Councilors	Mayor	\$30,000	health ins. or \$100 opt out
West Linn/5	Yes	\$1,965.32	\$1,200	Quarterly	Annually	CPI index	\$700/iPad	No	No	Yes	Yes	Yes	No	No	\$10,500	Exp: \$21,000 bienial
Wilsonville/5	Yes	750	0	Monthly	Varies	Councul Action	Mayor- phone	No	Mayor	No	Yes	Yes	NA	Mayor & Council	DNR	
Milwaukie/5	Yes	\$300	\$250	Monthly	Infrequent	Council Action	No	No	Yes	Yes	Yes	Yes	No	No	\$9,500	Exp: \$19,000 biennial

DNR = Did Not Reprt

Scott Stauffer

From: Jon Stoll <jrsaw@comcast.net>
Sent: Tuesday, December 18, 2018 10:15 AM
To: Scott Stauffer
Cc: Ann Ober
Subject: Tonight's City Council Meeting

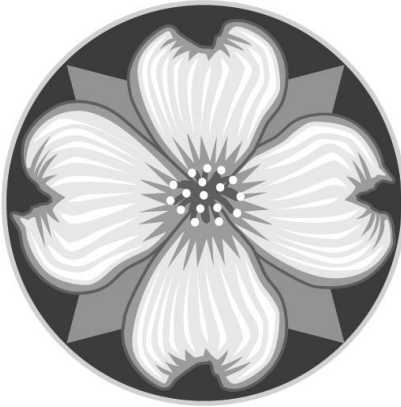
Council Compensation Task Force comments

I have heard some of the arguments for making changes in the way the Mayor and City Councilors are compensated. This is a thorny issue with legal and ethical challenges, which may require changes in the City charter. My understanding of the City's charter is that it provides minimal guidance on the job duties of the Mayor. I believe a question was asked at our Budget Committee meeting in November, when we were discussing council compensation, "Does the position of mayor have a job description?" While I recognize that the current mayor puts in long hours in pursuit of a better City of Milwaukie, we must also recognize that this position, absent the current modest compensation, is a volunteer position.

I firmly support the sentiment of the e-Mail from Mick Miller (November 19th)– "Why not put this up to a vote of the citizens."

Stephan Lashbrook, in his e-Mail of December 13th, argues that a Charter Review committee may be necessary, and furthermore, that any Charter changes "adequately reflects community values" going forward. **It is not clear to me how we would arrive at "community values"**. This seems to also support a public process where the taxpaying citizens should have a say. This may require some sort of comprehensive survey or referendum, which has its costs, but maybe a necessary part of making changes to our council and Mayor's compensation.

Thank you for considering my comments.



RS Agenda Item

7

Information



Mayor's Announcements – Dec. 18, 2018

- Ledding Library, City Hall, and Johnson Creek Blvd. Building closed on Mon., Dec. 24 for Christmas Eve and Tue., Dec. 25 for Christmas Day
- Ledding Library closes at 6 PM on Mon., Dec. 31 for New Years Eve
- Ledding Library, City Hall, and Johnson Creek Blvd. Building closed on Tue., Jan. 1 for New Years Day
- **The Lashbrook Brothers Band at Chapel Theatre** – Sat., Dec. 29 (6 – 10 PM)
- **Christmas Tree Recycling For Salmon** – Sat., Jan. 12 (10 AM – 3 PM)
- **Homewood Park Ivy Pull and Planting** – Sat., Jan. 19 (9 AM – 12 PM)
- **LEARN MORE AT WWW.MILWAUKIEOREGON.GOV**