



Regular Session

RS

Milwaukie City Council

COUNCIL REGULAR SESSION

Zoom Video Conference
www.milwaukieoregon.gov

2326th Meeting**AGENDA****DECEMBER 1, 2020**

Video Meeting: due to the governor's "Stay Home, Stay Healthy" order, the City Council will hold this meeting through Zoom video meetings. The public is invited to watch live on the [city's YouTube channel](#), Comcast Cable channel 30 in city limits, or by joining the Zoom webinar (visit <https://www.milwaukieoregon.gov/citycouncil/city-council-regular-session-289> for details).

Written comments may be submitted by email to ocr@milwaukieoregon.gov. Council will take verbal comments. **To speak during the meeting**, see the Zoom information (meeting link above).

Note: agenda item times are estimates and are subject to change.

Page #

1. **CALL TO ORDER (6:00 p.m.)**
 - A. **Pledge of Allegiance**
 - B. **Native Lands Acknowledgment**
2. **ANNOUNCEMENTS (6:01 p.m.)**
3. **PROCLAMATIONS AND AWARDS**
 - A. **Christmas Ships - Proclamation (6:05 p.m.)** **2**
Presenters: Christmas Ships Parade
 - B. **American Legion Officer and Teacher of the Year - Awards (6:10 p.m.)** **3**
Presenters: American Legion Post 180
4. **SPECIAL REPORTS**
 - A. **COVID-19 Emergency Declaration - Extension (6:20 p.m.)** **10**
Staff: Ann Ober, City Manager
 - B. **Transportation Network Carriers (TNCs) - Update (6:25 p.m.)** **11**
Staff: Kelly Brooks, Assistant City Manager
5. **COMMUNITY COMMENTS (6:50 p.m.)**

To speak to Council, please submit a comment card to staff. Comments must be limited to city business topics that are not on the agenda. A topic may not be discussed if the topic record has been closed. All remarks should be directed to the whole Council. The presiding officer may refuse to recognize speakers, limit the time permitted for comments, and ask groups to select a spokesperson. **Comments may also be submitted in writing before the meeting, by mail, e-mail (to ocr@milwaukieoregon.gov), or in person to city staff.**
6. **CONSENT AGENDA (6:55 p.m.)**

Consent items are not discussed during the meeting; they are approved in one motion and any Council member may remove an item for separate consideration.

 - A. **Approval of Council Meeting Minutes of:** **14**
 1. **October 20, 2020, Work Session; and**
 2. **October 20, 2020, Regular Session.**

6. CONSENT AGENDA (continued)	
B. Acknowledgment of November 2020 Election Results - Resolution	25
C. Approval of a Landscape Maintenance Contract - Resolution	36
D. Approval of a Janitorial Services Contract - Resolution	67
E. Renewal of the Housing Emergency and Renter Protection Measures - Resolutions (2)	105
F. Executive Session News Media Policy Adoption - Resolution	117
7. BUSINESS ITEMS	
A. Comprehensive Plan Implementation Project - Update (7:00 p.m.) Staff: Vera Kolas, Senior Planner	127
B. Amendment to the Agreement with the North Clackamas Parks and Recreation District (NCPRD) - Resolution (7:45 p.m.) Staff: Kelly Brooks, Assistant City Manager	129
8. PUBLIC HEARINGS	
A. None Scheduled.	
9. COUNCIL REPORTS	
A. Legislative Session Preview - Discussion (8:00 p.m.) Staff: Kelly Brooks, Assistant City Manager	155
10. ADJOURNMENT (8:30 p.m.)	

Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice

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Servicios de Accesibilidad para Reuniones y Aviso de la Ley de Estadounidenses con Discapacidades (ADA)

La ciudad se compromete a proporcionar igualdad de acceso para reuniones públicas. Para solicitar servicios de asistencia auditiva y de movilidad, favor de comunicarse a la Oficina del Registro de la Ciudad con un mínimo de 48 horas antes de la reunión por correo electrónico a ocr@milwaukieoregon.gov o llame al 503-786-7502. Para solicitar servicios de traducción al español, envíe un correo electrónico a espanol@milwaukieoregon.gov al menos 48 horas antes de la reunión. El personal hará todo lo posible para responder de manera oportuna y atender las solicitudes. La mayoría de las reuniones del Consejo de la Ciudad se transmiten en vivo en el [canal de YouTube de la ciudad](#) y el Canal 30 de Comcast dentro de los límites de la ciudad.

Executive Sessions

The City Council may meet in executive session pursuant to Oregon Revised Statute (ORS) 192.660(2); all discussions are confidential; news media representatives may attend but may not disclose any information discussed. Final decisions and actions may not be taken in executive sessions.



COUNCIL REGULAR SESSION

Zoom Video Conference
www.milwaukieoregon.gov

2326th Meeting

MINUTES

DECEMBER 1, 2020

Council Present: Council President Angel Falconer; Councilors Lisa Batey, Wilda Parks, Kathy Hyzy, and Mayor Mark Gamba

Staff Present: Assistant City Manager Kelly Brooks
City Attorney Justin Gericke
City Manager Ann Ober
City Recorder Scott Stauffer
Community Development Director Leila Aman
Fleet and Facilities Manager Damien Farwell

Planning Manager Laura Weigel
Police Chief Luke Strait
Police Officers Brad Walther, Brian Russell,
Phillip Windholz
Public Works Director Peter Passarelli
Senior Planner Vera Kolias

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

1. CALL TO ORDER

A. Pledge of Allegiance.

B. Native Lands Acknowledgment.

2. ANNOUNCEMENTS

Mayor Gamba announced upcoming events, including online open houses for city projects, leaf drop-off sessions, and the city's mini umbrella decorating contest and virtual tree lighting ceremony. **Councilor Parks** and **Ms. Ober** noted that mini umbrellas were available for pick-up at downtown Milwaukie businesses.

3. PROCLAMATIONS AND AWARDS

A. Christmas Ships – Proclamation

Dave Kaiser, Christmas Ships Vice President, remarked on the ships' 2020 season amid COVID-19 pandemic restrictions. **Council President Falconer** and **Councilor Batey** encouraged the public to visit downtown businesses when going to Milwaukie Bay Park to see the ships. **Mayor Gamba** proclaimed Christmas Ships Days in Milwaukie.

B. American Legion Officer and Teacher of the Year – Awards

Mike Wilson, American Legion Post 180 Commander, introduced award recipients Eric Schenck, Milwaukie High School (MHS) teacher, and Milwaukie Police Department (MPD) Officer Walther, and noted their work on behalf of veterans. He reported that Post 180 had received several awards from the American Legion's statewide organization and announced upcoming toy collection and blood drive events that the post would host.

Chief Strait read a letter of commendation for Officers Walther and Windholz for their work to support the Post 180 Corporal Diffie Fund for veterans in need. **Ms. Ober**, **Councilor Hyzy**, and **Mayor Gamba** thanked Officers Walther and Windholz and Mr. Schenck for their work, and Post 180 for their community involvement.

Officer Walther expressed appreciation for the award and for the work of his fellow officers and the Post 180 volunteers. The group noted that donations could be made online to the Corporal Diffie Fund.

Mr. Schenck thanked Council and Post 180 for the recognition. He remarked on MHS' partnership with Post 180.

Jerry Craig, Post 180 Chaplain, noted that Mr. Wilson had been named the Oregon Legionnaire of the year. **Mayor Gamba** congratulated Mr. Wilson and **Mr. Wilson** remarked that the award reflected the post's work.

4. SPECIAL REPORTS

A. COVID-19 Emergency Declaration – Extension

Ms. Ober reported that the city continued to need an emergency declaration to ensure that funding could be received to support the city's pandemic responses.

It was moved by Council President Falconer and seconded by Councilor Batey to extend the emergency declaration related to COVID-19 through February 2, 2021. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting "aye." [5:0]

B. Transportation Carrier Networks (TNCs) – Update

Ms. Brooks noted previous Council discussion about joining the Portland Bureau of Transportation (PBOT) program to regulate car share service providers known as TNCs. She reported that the City of Gresham had joined the PBOT program and Milwaukie staff estimated that Milwaukie would generate about \$21,000 per year through the program. She and **Councilor Batey** noted that the revenue estimate was based on PBOT-provided data about taxicab rides to Milwaukie.

Ms. Brooks asked if Council wanted staff to continue looking at joining PBOT's program.

Councilor Batey remarked that the commitment for the city would be less about the program adoption process and more about the ongoing staff workload. **Ms. Brooks** commented that the workload for code enforcement staff would be less than expected because the program only involved two vendors and would be administered by PBOT.

Mayor Gamba and **Councilor Parks** expressed support for staff continuing to investigate joining the PBOT program. **Council President Falconer** and **Councilor Hyzy** had no strong feelings about moving forward with the program. **Councilor Batey** expressed support for looking into the program and suggested staff also investigate what the city's liability risk would be if joining the program. **Ms. Ober** commented that staff would ask the city's insurance carrier to weigh-in on the risks.

Ms. Brooks summarized that Council wanted staff to keep investigating the possibility of the city joining PBOT's program.

5. COMMUNITY COMMENTS

Mayor Gamba reviewed the public comment procedures and **Ms. Ober** reported that there was no follow-up report from the November 17 community comments.

Tracy Roundy, owner of Gramma's Kitchen Corner restaurant, commented on the challenges of transitioning a sit-down restaurant to an entirely pick-up model and dealing with the food delivery services fees. She reported that the City of Portland had adopted a delivery fee cap and she asked Council to consider adopting a fee limit. The group remarked on the fees charged by delivery services and how Portland's fee cap had been

implemented and enforced. **Ms. Aman** and **Ms. Ober** noted that Council supported looking into the issue and staff would report back at the December 15 regular session.

Mayor Gamba commented on the importance of the community letting Council know when there was a need to address. **Ms. Roundy** remarked on her restaurant's financial situation and thanked city staff for providing information about potential resources.

6. CONSENT AGENDA

Mayor Gamba noted he had questions about items 6. C. and 6. D. that he would submit to staff outside of the meeting.

It was moved by Councilor Hyzy and seconded by Councilor Parks to approve the Consent Agenda as presented.

A. City Council Meeting Minutes:

1. October 20, 2020, Work Session; and
2. October 20, 2020, Regular Session.

B. Resolution 71-2020: A resolution of the City Council of the City of Milwaukie, Oregon, certifying the results of the November 3, 2020, General Election.

C. Resolution 72-2020: A resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, authorizing a purchase agreement with R&R Nursery for landscape maintenance services through December 31, 2025 in the amount of \$105,000 per year, escalated per contract.

D. Resolution 73-2020: A Resolution of the City Council of the City of Milwaukie, Oregon, authorizing an amendment to the contract with Tualatin Valley Workshop, Inc. (TVW, Inc.) for janitorial services.

E. Housing Emergency and Renter Protections:

1. Resolution 74-2020: A Resolution of the City Council of the City of Milwaukie, Oregon, extending the housing emergency.
2. Resolution 75-2020: A Resolution of the City Council of the City of Milwaukie, Oregon, maintaining the renter protection measures in Milwaukie Municipal Code (MMC) 5.60 established by Ordinance 2118.

F. Resolution 76-2020: A Resolution of the City Council of the City of Milwaukie, Oregon, adopting City Policy 100.4 Executive Session News Media and updating City Policy 100.3 Media Management.

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

7. BUSINESS ITEMS

A. Comprehensive Plan Implementation Project – Update

Ms. Kolias provided an update on the project. She discussed the code audit work done by the hired consultant, the stakeholder interviews conducted by staff and the consultant, and the Comprehensive Plan Implementation Committee (CPIC) meetings and online open house. She reported that stakeholders had expressed interest in making sure the new middle housing would be affordable. She reviewed the outreach work done for the project, including initial participation data for the project's online open house.

The meeting briefly recessed at 7:21 p.m. and reconvened at 7:24 p.m. due to a broadcast technical difficulty.

Ms. Kolias continued to review the data collected during the project's online open house.

Council President Falconer asked why participants were required to register on the Engage Milwaukie website in order to take part in the online open house. She expressed concern that some people might not participate because they didn't want to register. **Ms. Kolias** reported that the decision to require registration on the website had been made by the city's engagement team. She explained the need to know who was responding and engaging in the project. **Ms. Brooks** explained that staff had looked at whether to require registration and had concluded that collecting data about responders was important.

Councilor Batey noted the difference between the number of people who visited the site and the number of people who provided feedback. She agreed with Council President Falconer's concern about requiring participants to register. **Ms. Ober** remarked on the importance of gathering demographic data to address the city's community engagement and equity goals. She also agreed with concerns about requiring participants to register.

Council President Falconer commented on whether demographic data could be collected without requiring someone to register. She was concerned that survey answers were linked to a participant. **Ms. Brooks** said the site had been set up based on the vendor's suggestion to require registration to access most features. She noted there were ways to allow public access to parts of the website without requiring registration. She and **Council President Falconer** commented on whether a registered participant could provide anonymous survey responses. **Ms. Brooks** noted the need to identify and follow-up with participants. She confirmed she'd look into it.

The group discussed the impacts of shifting from in-person to online open houses due to the pandemic. They commented on how this could change both how participants respond to surveys and the type of demographic data collected by the city. It was noted that the Comprehensive Plan implementation was one of the first city projects to use the new Engage website and the city was learning how to best use it.

Ms. Kolias reported that the city had not received any printed survey responses. She noted that the next online open house would be formatted differently. She provided an overview of how the consultants approached neighborhood conditions and proposed zoning related to parking, trees, and middle housing options. She provided a summary of recent CPIC conversations about housing and individual neighborhood contexts. She noted the project's timeline and planned community engagement activities.

B. Amendment to the Agreement with the North Clackamas Parks and Recreation District (NCPRD) – Resolution

Ms. Brooks reviewed the proposed changes to the NCPRD District Advisory Board (DAB) membership and noted that Council was required to approve any changes to the DAB. She explained that the changes would increase the board to 11 members who would represent geographic areas in the district. She explained that in response to concerns previously expressed by Council, staff had included in the bylaws a requirement that the district's population be reviewed periodically. She noted that the bylaws would not be included in the intergovernmental agreement (IGA) between the city and NCPRD.

Councilor Parks remarked on the challenges faced by the DAB in coming to agreement on the bylaw changes. She noted that the DAB would be renamed to the District Advisory Committee (DAC). She reported that under the new bylaws the city would be guaranteed two seats on the DAC.

Mayor Gamba observed that most of the area in the proposed zone 4 of the DAC was in the city's urban growth management area (UGMA). He asked what would happen when the city annexed that area, and if the two zone 4 seats would become city representatives. **Councilor Parks** commented that the geographic boundaries had been drawn on the idea that there would be one zone representative for every 10,000 people. She believed when the city annexed areas it would lead to the city gaining a representative on the DAC and unincorporated areas losing a seat. She and **Mayor Gamba** discussed how the DAC geographic and community center-based zones were laid out and how representatives from each zone would be chosen.

Councilors Batey and Parks remarked that the proposed bylaws did not specifically say how the city would select its representatives other than the zones would nominate their representatives for approval by the NCPRD Board. The group noted that the NCPRD Board had been and would continue to be the appointing authority for the DAC and that the city's representatives did not have to be Council members.

The group commented on whether the city should be concerned that the city was not called out as a sub-area in the proposed bylaws. **Ms. Brooks** noted that the city's IGA with NCPRD also called out that DAC representatives would be nominated by Council. She noted there was urgency to approve the IGA amendment before the end of the year.

It was moved by Councilor Parks and seconded by Councilor Batey to approve the resolution authorizing an amendment to the 2008 cooperative intergovernmental agreement with the North Clackamas Parks and Recreation District. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting "aye." [5:0]

Resolution 77-2020:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING AN AMENDMENT TO THE 2008 COOPERATIVE INTERGOVERNMENTAL AGREEMENT WITH THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT.

Councilor Parks remarked on the multi-year effort to review and update the DAC bylaws.

8. PUBLIC HEARING

A. None scheduled.

9. COUNCIL REPORTS

A. Legislative Session Preview – Discussion

Ms. Brooks provided a preview of the 2021 Oregon State Legislative session and the possibility of the legislature calling a special session before the end of 2020. She reviewed elements of the governor's proposed budget that would impact the city and the League of Oregon Cities' (LOC's) legislative priorities. She and **Councilor Hyzy** noted the I-205 project had not been made a top priority in the governor's budget or by the LOC.

Ms. Brooks asked for Council feedback on how she should track legislation during the 2021 session. **Mayor Gamba** and **Councilor Hyzy** noted bills they would be tracking, including energy-related measures. **Ms. Ober** remarked on the involvement of city staff in support of specific bills. She noted Ms. Brooks' workload and asked Council to weigh-in on their expectations of Ms. Brooks' time during the legislative session.

Council President Falconer expressed interest in tracking legislation related to second mortgages and affordable housing. **Mayor Gamba** and **Councilor Batey** discussed a proposal to establish a state bank which could be done by voters or cities. They noted a state bank could be used to support legal marijuana businesses. **Councilor Hyzy** noted the climate-related bills should not need much of Ms. Brooks time.

The group discussed whether the city should think about hiring a lobbyist to advocate on its behalf. They noted ballpark costs of hiring a lobbyist and long-term big-project issues a lobbyist could help the city promote in the legislature.

Ms. Brooks summarized which bills Council would be tracking and how she would approach them throughout the legislative session. The group agreed that the legislative input discussion item should remain on Council regular session agendas and that Ms. Brooks would not be expected to write staff reports or keep a bill tracking spreadsheet. They noted that the LOC maintained a spreadsheet of bills Council could reference.

Councilor Batey, Ms. Brooks, and Ms. Ober noted that they had not heard anything about annexations being proposed in the 2021 legislative session.

10. ADJOURNMENT

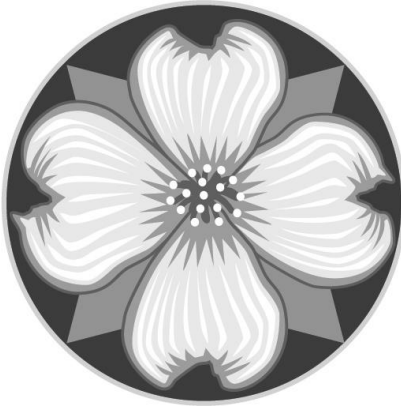
It was moved by Councilor Parks and seconded by Council President Falconer to adjourn the Regular Session. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting “aye.” [5:0]

Mayor Gamba adjourned the meeting at 8:43 p.m.

Respectfully submitted,



Scott Stauffer, City Recorder



RS Agenda Item

2

Announcements

City Hall Open House

Share your vision and take a quick survey to help shape the goals for the future of city hall



Participate



Mayor's Announcements – Dec. 1, 2020

- **City Hall Open House – Share Your Vision for the future of City Hall**
 - Participate online by watching a short video, taking a quick survey, sharing your ideas, and asking any questions you may have.
 - Visit the new **Engage Milwaukie** website to participate at engage.milwaukieoregon.gov.
- **Leaf Drop Sessions – Sat. Dec. 5 & 12 (7 AM – 2 PM)**
 - Public Works Campus, 6101 SE Johnson Creek Blvd.
 - Must live within the city limits of Milwaukie. Bring along a city utility bill as proof.
- **Holiday Mini-Umbrella Decorating Contest – Entries Due Fri., Dec. 11 (5 PM)**
 - Get creative and submit an umbrella no larger than 10-inches in height.
 - Adult and youth entries accepted for four categories (Most Creative, Most Festive, Most Milwaukie, and Group or Family)
 - Share what category you want to compete in and be a judge to help choose community choice awards on the Engage Milwaukie site at engage.milwaukieoregon.gov.
 - Complete an application and drop off your umbrella at City Hall by Fri., Dec. 11 at 5 PM. Visit the link below to find the application.
- **Virtual Tree Lighting – An Online Experience – Sat. Dec. 5 (4 PM)**
 - Annual tree lighting is going virtual this year due to public health guidelines
 - Event features musical performances, a holiday message from Mayor Gamba and a special appearance from Santa
 - Stream the event on the city's Facebook and YouTube sites
- **LEARN MORE AT [WWW.MILWAUKIEOREGON.GOV](https://www.milwaukieoregon.gov) OR CALL 503-786-7555**



RS Agenda Item

3

Proclamations & Awards

PROCLAMATION

WHEREAS, the Christmas Ships Parade is a 66-year-old tradition; and

WHEREAS, the Christmas Ships will sail to destinations on the Columbia and Willamette Rivers between December 4th and December 22nd, 2020; and

WHEREAS, the Christmas Ships will sail to Milwaukie Bay on December 9th, 11th, 16th, 18th, 19th, and 21st, 2020; and

WHEREAS, the City of Milwaukie wishes to thank the Christmas Ships for bringing their annual floating parades to and through Milwaukie Bay.

NOW, THEREFORE, I, Mark Gamba, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim December 4th through December 22nd, 2020, as **Christmas Ships Days** in Milwaukie, and hereby extends the city's warmest wishes for a successful parade season!

IN WITNESS WHEREOF, and with the consent of the City Council of the City of Milwaukie, I have hereunto set my hand on this 1st day of December 2020.

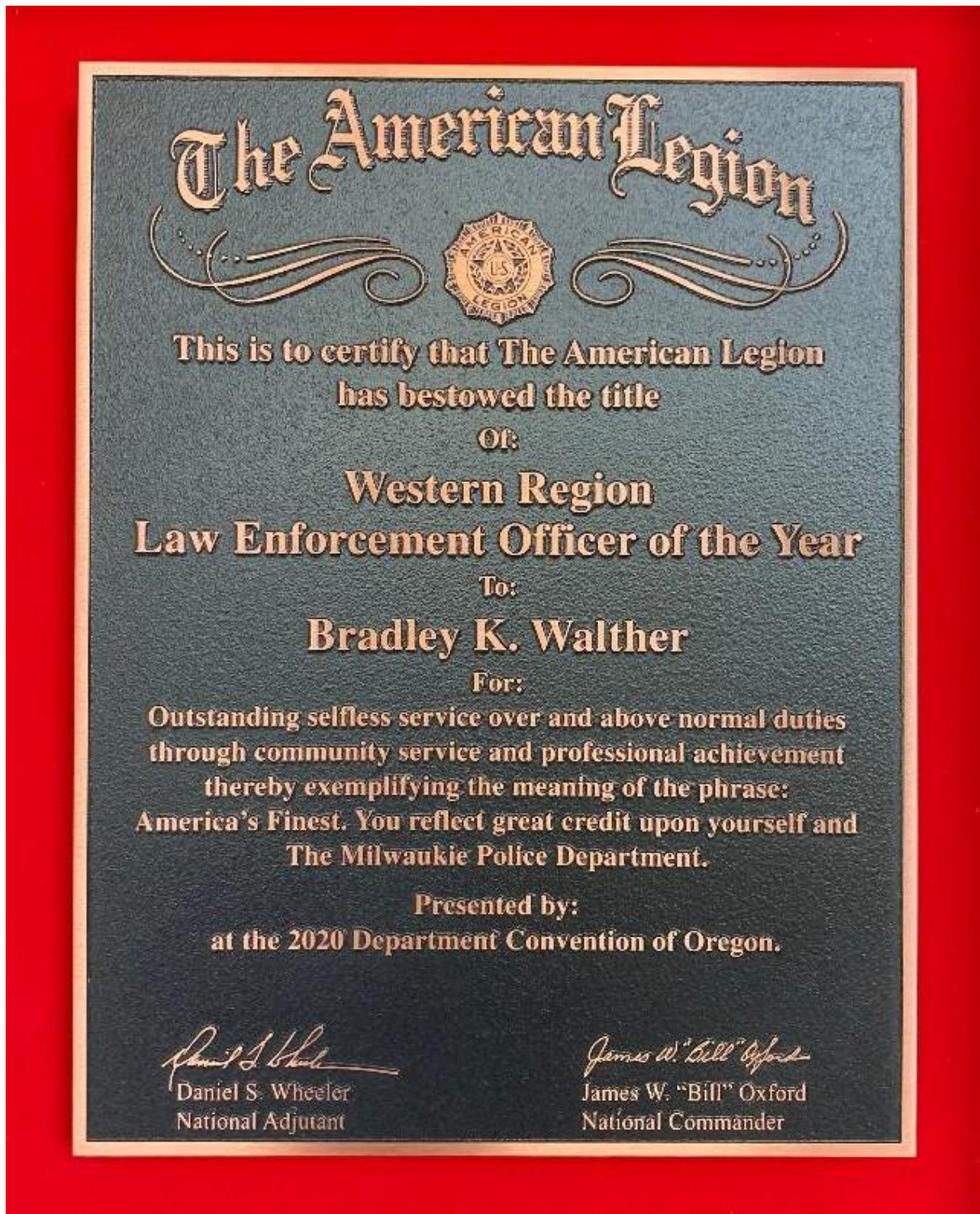
Mark F. Gamba, Mayor

ATTEST:

Scott S. Stauffer, City Recorder

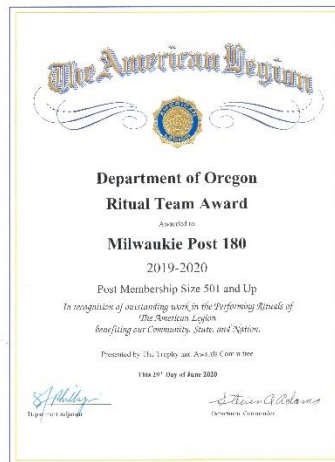
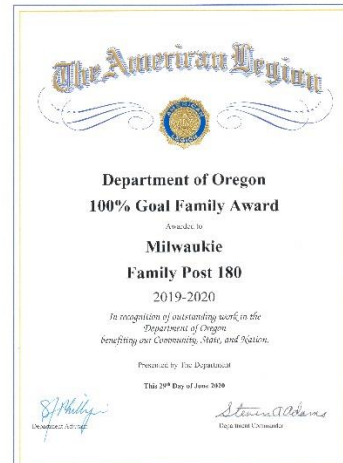
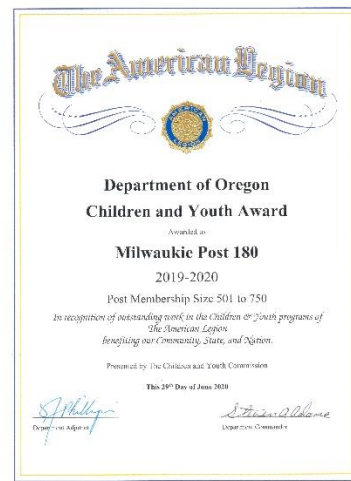
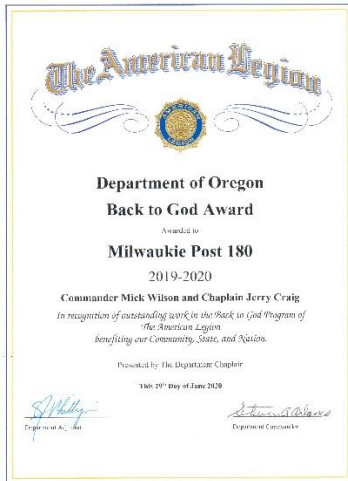








American Legion Post 180
2020 Department of Oregon Awards

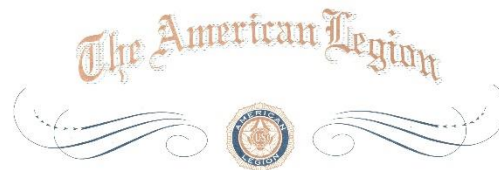


American Legion Post 180
2020 Department of Oregon Awards



Post # 180 Thank you for your service to this nation, to your community, and to America's veterans. Something important to remember: What we did yesterday, what we do today, and what we will do tomorrow is creating the "Foundation for the Future" of our GREAT organization.

James W. "Bill" Oxford
National Commander, 2019-2020



**National Commander
James W. "Bill" Oxford
Certificate of Appreciation**

Presented to

**Michael B. Wilson, Commander
Milwaukie Post 180
Department of Oregon**

For your post successfully accomplishing 100 percent of its annual membership goal for the 2020 membership year, this is a sure sign that your leadership and member involvement at your post are proudly serving veterans and you appreciate the value of membership.

The American Legion strongly believes that an effective membership program within each post is vitally important to the programs that are performed by the posts to ensure they are able to serve the community. Thank you for doing your part in membership for 2020.

In witness whereof, this testimonial of personal gratitude is presented by the undersigned and duly attested this membership year of 2020.

A.F. 2020

James W. "Bill" Oxford
James W. "Bill" Oxford
National Commander

Daniel S. Wheeler
Daniel S. Wheeler
National Adjutant

American Legion Post 180
2020 Department of Oregon Awards



For God and Country

★ NATIONAL HEADQUARTERS ★ PO BOX 1055 ★ INDIANAPOLIS, INDIANA 46206-1055 ★
(317) 630-1200 ★ FAX (317) 630-1223 ★ WEBSITE www.legion.org ★

August 12, 2020

Michael B. Wilson, Commander
Milwaukie Post 180
Department of Oregon

Dear Commander:

Congratulations on achieving 100% of your membership goal for the 2020 membership year. Enclosed is a certificate for your achievement.

Our organization was founded in 1919 upon the guiding principle of devotion to mutual helpfulness and your actions are an affirmation of this belief.

Again, congratulations and thank you for your continuing support of the programs and activities of The American Legion. This is an example you are **"Still Serving America"**.

For God and Country, I am

Sincerely,

James W. "Bill" Oxford
National Commander

Enclosures



RS Agenda Item

4

Special Reports

**City of Milwaukie, Oregon
EXTENSION OF A
DECLARATION OF A STATE OF EMERGENCY
December 1, 2020**

Pursuant to the authority granted by Oregon Revised Statutes Chapter 401, the City of Milwaukie Emergency Operations Plan, and the Declaration of a State of Emergency adopted by City Council on March 17, 2020, and extended on April 7, 2020, May 5, 2020, June 2, 2020, June 16, 2020, July 21, 2020, August 4, 2020, and October 6, 2020, Council extends the duration of the March 17 Declaration to February 2, 2021. Dates in the original Emergency Declaration referencing April 7, 2020, will now be read as February 2, 2021, and all other terms of the Declaration will remain the same.

THIS DECLARATION EXTENSION IS EFFECTIVE ON DECEMBER 1, 2020, AND WILL REMAIN IN EFFECT UNTIL FEBRUARY 2, 2021, UNLESS EXTENDED OR SUPERCEDED BEFORE THAT DATE.

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. 17, 2020

Reviewed: Justin Gericke, City Attorney,
Bonnie Dennis, Finance Director, and
Tim Salyers, Code Compliance Coordinator

From: Kelly Brooks, Assistant City Manager

Subject: **Transportation Network Carriers (TNCs)**

ACTION REQUESTED

Receive information on the City of Portland's request that Milwaukie join in regulating Transportation Network Carriers (TNCs)

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[October 20, 2020:](#) Council briefly discussed whether it would be in the city's interest to implement regulations on TNCs. Council asked staff to prepare a staff report outlining the key issues for consideration.

BACKGROUND

"Oregon's cities and counties have authority to regulate taxicabs, limousines, and other vehicles for hire; legislation reaffirming the policy was enacted in 1985. Cities and counties are allowed to restrict the number of licenses, set maximum rates and establish how rates are calculated, establish safety and insurance requirements, and establish route boundaries. In the last decade, the transportation network company (TNC) model (also referred to as "ridesharing") developed to provide prearranged transportation services for compensation through a website or smart phone app to connect drivers using their personal vehicles with riders. Uber and Lyft are the TNC companies people are most familiar with. Some cities in Oregon, such as Portland, Salem, and Eugene, have adopted licensing programs tailored to meet local needs." Oregon House Bill (HB) 3023 A -A14, -A18 Staff Measure Summary

During the 2019 session, the Oregon State Legislature considered preempting the rights of cities to regulate TNCs by establishing a state license through the Oregon Department of Transportation (ODOT). Multiple hearings were held on HB 3023, but the bill ultimately died in committee. Cities expect to see similar legislation introduced in 2021.

PORTLAND'S PROGRAM

The Portland Bureau of Transportation (PBOT) has operated its Private For-Hire Transportation program (PFHT) for six years. Under the program, the city collects a 50 cent surcharge for every TNC ride that originates within the city. TNC companies are required to have certain insurance, follow zero-tolerance drug and non-discrimination policies, and provide options within their apps for customers to find a wheelchair-accessible vehicle.

"Between 2014 and 2019 PBOT suspended or revoked 168 driver permits because of criminal

or driving history that TNC companies otherwise failed to catch.” City of Gresham, Council Bill No. 13-20: Transportation Network Company Policy. Gresham is expected to vote in support of enacting the program, and executing an agreement with PBOT to do so, at its November 17, 2020 council meeting.

If the City of Milwaukie decides to advance similar regulations, we would contract with Portland’s PFHT team to review driver data, issue permits, review background checks, and conduct audits of drivers. PBOT would provide the Milwaukie finance team with the number of trips that originate in Milwaukie, which will be used as the basis for the city issuing quarterly invoices to the TNC companies. for use in. The city would pay PBOT an administrative fee for this service as descried further in the budget section.

BUDGET, CLIMATE, & WORKLOAD IMPACTS

TNC companies would be required to pay the city 50 cents for each trip that originates in Milwaukie. In Gresham, this revenue will be used for administration and regulation of the program, and to fund service areas impacted by the operation of TNCs, like transportation planning, public safety, and code enforcement. The ultimate use for the revenue in Milwaukie has yet to be determined.

An estimated 10-15% of fee revenue is anticipated to be dedicated to PBOT under the terms of an IGA for administrative services, with a cap of no greater than \$50,000 paid to PBOT during the first year. Milwaukie does not currently have access to data specifying how many trips occur in Milwaukie each year. There would be no cost to the city to adopt these changes.

Staff expects the need to discuss this issue at Council at least two times in work session prior to a hearing and final adoption. It will also require significant input and review by the city attorney.

COORDINATION, CONCURRENCE, OR DISSENT

The assistant city manager has coordinated with the city attorney, finance director, and code compliance coordinator on this topic.

STAFF RECOMMENDATION

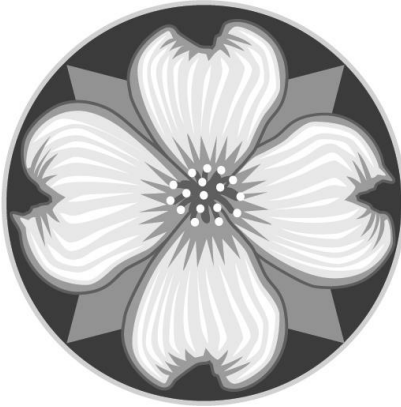
Not applicable.

ALTERNATIVES

Not applicable.

ATTACHMENTS

None.



RS Agenda Item

6

Consent Agenda

COUNCIL WORK SESSION

Zoom Video Conference
www.milwaukieoregon.gov

MINUTES

OCTOBER 20, 2020

Council Present: Council President Angel Falconer; Councilors Lisa Batey, Wilda Parks, Kathy Hyzy, Mayor Mark Gamba

Staff Present: Assistant City Manager Kelly Brooks
Associate Planner Brett Kelter
City Attorney Justin Gericke
City Manager Ann Ober
City Recorder Scott Stauffer
Community Development Director Leila Aman
Development Project Manager Alison Wicks
Planning Manager Laura Weigel

Mayor Mark Gamba called the meeting to order at 4:06 p.m.

1. City Hall Blue Ribbon Committee (CHBRC) – Update

Ms. Wicks noted she and Mr. Stauffer were staff liaisons to the CHBRC which was made up of members from city boards, committees, and neighborhoods. She reviewed the committee's purpose to help decide how the current city hall site should be used in the future. She noted the project timeline to find a new user for the current city hall. She reviewed the CHBRC schedule, including meetings and online open houses.

Mr. Stauffer reported that the first CHBRC meetings focused on learning about the site and public engagement strategies. **Ms. Wicks** noted this would be one of the first city projects to use the new online public engagement software. **Tracy Orvis**, CHBRC member, noted her excitement to be part of the process.

Councilor Batey, Ms. Wicks, and Councilor Hyzy discussed the CHBRC's plans for community outreach. **Ms. Ober** summarized that Council believed staff was moving in the right direction.

2. Design and Landmarks Committee (DLC) – Annual Review

Mr. Kelter noted the DLC's work to review the downtown design guidelines. He explained the goal was to align the guidelines and the downtown design standards. He highlighted changes that would lead to more flexibility such as adding more approved exterior building materials, allowing a choice for setbacks and an additional building story for affordable housing to help achieve the city's goals.

Mr. Kelter noted DLC members present at the meeting were Ms. Orvis, Mary Nuestadter, Vice Chair Brett Laurila, and Chair Cynthia Schuster.

Mayor Gamba was intrigued by the idea of a bonus floor for affordable housing. **Ms. Orvis** noted that the DLC had conversations about context for how to set standards and guidance to create a downtown area that has variation without it feeling too intentional.

Councilor Hyzy observed that the city would begin urban renewal area (URA) work in downtown and thought DLC may want to keep it on their radar.

Mr. Kelter asked if Council had specific design considerations or proposals they would like to bring to the table. **Council President Falconer** noted Council had recently discussed the construction excise tax (CET) and affordability requirements.

Councilor Hyzy agreed that variability of building height was important. She acknowledged that some people were uncomfortable with taller buildings and thought it would be helpful if the DLC could explain and promote why buildings of variable heights were important. She remarked that adding more space for people to live and work downtown could keep downtown charming while also supporting local businesses.

Councilor Batey discussed activating the sidewalk. She believed the DLC did a great job negotiating the art on the Axletree building to create a building front that had no windows. She thought keeping the sidewalk active and windows open was important.

Mayor Gamba discussed variability of height and wondered if any city had tried an approach where there were certain design aspects to choose from and the requirement that a building could not be identical to adjacent buildings or buildings within the same block. **Ms. Schuster** noted that the past code language was more restrictive and believed there would now be more variation of choice. **Ms. Orvis** agreed that the goal was to give people options while setting up parameters to follow. She discussed the DLC's goal to help designers and developers to create a variation.

Councilor Hyzy discussed activating the downtown area and wanted to keep moving towards encouraging people to visit downtown to make it a thriving place. The group discussed the importance of having a streamlined process for developers.

Mr. Kelter asked if there was a tipping point where a building's size or scale would be so large that even if the developer met all the administrative requirements the city would like to have the opportunity for a discretionary review.

The group discussed objectivity standards in determining how big could be too big for a downtown building.

Council President Falconer believed there had to be a clear and objective path for someone to develop a property. **Ms. Schuster** noted the City of Portland had a clear and objective path for buildings under a certain amount of square feet, and everything above that square footage still had to meet the standards and the city would get to review the design. The group discussed design standards.

Councilor Batey believed the city should keep in mind the need for bird-safe windows.

3. North Clackamas Parks and Recreation District (NCPRD) District Advisory Board (DAB) Membership Changes – Discussion

Ms. Brooks explained that the city's agreement with NCPRD stated that any substantive changes to the composition of the DAB must be reviewed by Council. She noted the number of DAB representatives under the current bylaws and the number of representatives in the draft membership proposal. She explained that Milwaukie would appoint its two city members and one member would be from the Milwaukie Center.

Ms. Brooks showed a map of the proposed NCPRD DAB boundaries. She suggested the city send a letter to NCPRD rather than edit the intergovernmental agreement (IGA). She noted additional topics and issues could come up during the negotiations. She asked Council if the proposed map addressed their concerns about district representation. She and **Councilor Parks** noted DAB member applications that had been received for the new areas.

The group discussed the proposed DAB boundaries and the need to fairly represent the different parts of the district.

Ms. Brooks confirmed there had been discussions to make sure there was a mechanism to talk about population growth and reassess that the DAB represented the population proportionally. **Council President Falconer** and **Councilor Parks** agreed there should be a trigger to reassess the representation.

Regulating Transportation Network Carriers (TNCs)

Ms. Brooks reported that the Portland Bureau of Transportation (PBOT) had asked if Milwaukie wanted to join them in regulating TNCs such as Uber and Lyft. She asked if Council believed it was worth staff time and effort. She explained that Portland charged \$0.50 a ride for trips that originate in Portland and use the funds to try to improve safety. She said if Milwaukie wanted to join it would need to adopt similar code and would opt into PBOT's system and pay them 7.5% of any revenue received.

Ms. Brooks noted there would be staff impacts on the compliance side. She noted the time needed to adopt code language and asked for Council's opinion and direction.

Mayor Gamba noted his concerns about the transition to driverless cars and the importance of regulation. He thought being engaged early was a good thing.

Councilor Batey asked why PBOT was asking Milwaukie to be involved. **Ms. Brooks** understood that it was becoming more of a regional conversation. She noted that one major city was about to adopt in. She expected that it would be lobbied.

Councilor Batey asked if it would lead to a change of relationship with PBOT in other areas. **Ms. Brooks** believed PBOT and Milwaukie had a good relationship and PBOT was working to scale this for Milwaukie. She and **Councilor Batey** discussed the electronic scooter conversation between PBOT and Milwaukie.

Mr. Gericke confirmed it was a Portland program that Milwaukie would be adopting. He said it was a specific and technical code. He noted that any other program, such as scooters, would be a result of the relationship with PBOT, not this specific program.

Ms. Ober asked if Council wanted staff to continue exploring this.

Councilor Hyzy asked if the incentive for this was to improve safety, how many Uber and Lyft drivers were not already captured by the PBOT system. **Ms. Brooks** confirmed that most drivers were driving in and out of Portland and were already captured by this program. She said the main benefit of the program would be revenue for Milwaukie. **Councilor Hyzy** did not know the impact of the tax on Uber and Lyft users in Milwaukie. She thought it could be valuable to investigate this program.

Ms. Ober confirmed Milwaukie would not receive a substantial amount of revenue from this program.

Ms. Brooks reiterated that PBOT charged \$0.50 per ride that originates in Portland. If Milwaukie joined then the city would bill Uber and Lyft for trips that originate in Milwaukie.

Councilor Batey and **Councilor Hyzy** noted they were both on the fence about staff pursuing this program.

Ms. Brooks noted that TNCs such as Uber and Lyft were not fans of this. She noted there could be conversations at the state level.

Council President Falconer asked Mayor Gamba if joining this program could make Milwaukie more prepared in other areas such as driverless vehicles. **Mayor Gamba**

discussed the precedent established if cities have the right to regulate this form of transportation. He noted TNCs were large companies that can lobby for themselves preemptively. He said it did not feel like a big deal now but believed Uber and Lyft would be dominate transportation forms in the future. He believed cities would not have the opportunity to regulate these types of companies unless cities drew a line in the sand.

Councilor Batey said Milwaukie could stand by Portland and oppose state legislation whether Milwaukie joined this program or not. **Mayor Gamba** noted the benefits of Milwaukie being involved in the conversations.

The group noted that part of the conversation would be where Milwaukie would use the funds earned from this program. **Ms. Brooks** believed code enforcement and transportation planning could be options.

Ms. Brooks summarized that PBOT is offering Milwaukie a pre-baked program. She noted a lot of staff work would still need to be done, likely in January and February 2021. She noted that she would try to keep it to that timeframe.

Ms. Ober confirmed it would be a significant amount of staff time and asked if Council wanted to pursue it. Council agreed that it would be helpful for staff to write a staff report with additional details about the program.

Councilor Hyzy noted her concern about equity for members of the Milwaukie community that use services like Uber and Lyft. **Council President Falconer** assumed that Portland may have some information about equity.

Ms. Brooks summarized she would work on this more and bring back additional details and ask Council if they wished to pursue it.

4. Adjourn

Mayor Gamba adjourned the meeting at 5:44 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

COUNCIL REGULAR SESSION

Zoom Video Conference
www.milwaukieoregon.gov

2324th Meeting

MINUTES

OCTOBER 20, 2020

Council Present: Council President Angel Falconer; Councilors Lisa Batey, Wilda Parks, Kathy Hyzy, and Mayor Mark Gamba

Staff Present: Assistant City Manager Kelly Brooks
Associate Planners Brett Kelter, Vera Kolias
City Attorney Justin Gericke
City Engineer Steve Adams
City Manager Ann Ober
City Recorder Scott Stauffer
Climate Action & Sustainability Coordinator
Natalie Rogers

Community Engagement Coordinator Jason Wachs
Communication Program Manager Jordan Imlah
Planning Manager Laura Weigel
Police Chief Luke Strait
Police Detective Kathryn Meier
Police Officer Mark Inman
Public Works Director Peter Passarelli

Mayor Gamba called the meeting to order at 6:05 p.m.

1. CALL TO ORDER

A. Pledge of Allegiance.

B. Native Lands Acknowledgment.

2. ANNOUNCEMENTS

Mayor Gamba announced upcoming activities, including the city's Arbor Day event and leaf drop sessions, drive-thru Halloween events, and a prescription drug turn-in event.

Councilor Batey provided an update on the Bring Play to Milwaukie Bay campaign, noting they had raised 60% of their fundraising goal.

3. PROCLAMATIONS AND AWARDS**A. Milwaukie High School (MHS) Outstanding Student Achievement – Award**

Carmen Gelman, MHS Principal, introduced Eden Johnson and Council congratulated her on her academic and extra-curricular achievements.

Ms. Gelman provided an update on the school year. She commented on the challenges of distanced learning and reported that athletic teams may start practicing soon.

4. SPECIAL REPORTS

A. None Scheduled.

5. COMMUNITY COMMENTS

Mayor Gamba reviewed the public comment procedures and **Ms. Ober** reported that there was no follow-up report from the October 6 community comments. It was noted that no audience member wished to speak to Council.

6. CONSENT AGENDA

It was moved by Councilor Parks and seconded by Councilor Batey to approve the Consent Agenda as presented.

A. City Council Meeting Minutes:

1. August 18, 2020, Work Session;
2. September 8, 2020, Study Session;
3. September 15, 2020, Work Session; and
4. September 15, 2020, Regular Session.

B. Resolution 64-2020: A resolution of the City Council of the City of Milwaukie, Oregon, making appointments to the Tree Board.

C. Resolution 65-2020: A resolution of the City Council of the City of Milwaukie, Oregon, authorizing the city manager to execute a development agreement for the development of a residential multi-family development and associated public improvements for the Monroe Apartments development.

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

7. BUSINESS ITEMS

A. Intersection Murals – Discussion

Mr. Imlah provided an overview of the city’s street intersection mural program, noting the application and approval process, and the role of the Arts Committee in administering the program.

Stephan Lashbrook, Lewelling Neighborhood District Association (NDA) Chair, acknowledged the community members who had participated in the mural discussion.

Ernesto Dominguez and **Bryan Izquierdo**, Milwaukie residents, discussed the proposed Rainbow Lane street art project in the Lewelling neighborhood. They explained where the idea came from, where the mural would be painted, and the symbolism of the proposed design. They remarked on the process the project had been through, noting discussions at neighborhood meetings and comments received from neighbors about the mural.

Rebecca Stavenjord, Milwaukie resident and Girl Scout Troop 10283 leader, commented on the troop’s interest in supporting the mural project. She introduced troop members Ansa and Jules and noted the leadership and presentation skills troop members had gained by participating in the project. She thanked the neighborhood for welcoming the troop into the conversation.

Mr. Dominguez and **Mr. Lashbrook** explained that the mural program required 80% of neighbors near a proposed mural site to approve of the project. They reported that five neighbors were opposed to the Rainbow Lane mural, 17 supported it, and nine had not responded. They explained that the no responses had stopped the project because of the program’s approval requirement. **Mr. Lashbrook** commented on other ways to gauge neighbor reaction to a mural. He reported that the Lewelling neighborhood believed Council should revisit the program’s neighbor support requirement.

Hamid Shibata Bennet, Arts Committee Chair, expressed the committee’s support for the mural and appreciation for the neighborhood involvement in the project.

Ms. Ober remarked that staff would apply any change Council decided to make to the program across the board for all mural projects.

Mr. Lashbrook expressed appreciation for the leadership and efforts of Mr. Dominguez, Mr. Izquierdo, and Girl Scout Troop 10283.

Mayor Gamba commented that because a couple murals had been approved in the city it was an appropriate time to review the process. He suggested Council revisit program requirements related to contacting neighbors within a 400-foot circle of the mural site and requiring that 80% of neighbors support a project. He remarked on the importance of making sure all neighbors are notified of a proposed project.

Councilor Batey noted she had discussed the issue with community members. She commented on whether non-responding neighbors should be able to stop a project and suggested they should not be a factor in determining whether a mural is approved.

Ms. Ober noted that the mural program had been originally adopted by Council motion, so an informal Council consensus at the current meeting could provide staff the necessary direction to change the program requirements.

Councilor Batey suggested that the 400-foot notification area requirement did not need to be changed, based on the experiences of the approved mural projects to-date.

Councilor Hyzy and **Mayor Gamba** remarked on how Council should approach the different program requirements.

Councilor Parks asked if the Arts Committee had discussed program changes. She reiterated that program changes would affect future murals and expressed support for changing the weight given to non-responses in terms of the neighbor approval requirement. She wondered if the program changes should be presented for community discussion on the city's new online community engagement platform.

Council President Falconer explained that the city's mural program was modeled after the City of Portland's program and had been informed by the neighbor experiences of painting a mural at an intersection on the Milwaukie-Portland border. She suggested it would be appropriate for Council to change the program and commented on whether a 400-foot notification circle was necessary for a mural. She expressed support for changing the neighbor response threshold to remove the weight given to non-responding neighbors. She believed there was no need for a committee to review a proposal if the program objectives and requirements were made clear.

Councilor Hyzy expressed concern that changing the program would disturb the peace of the neighborhood. She expressed support for removing vacant lots and non-responding neighbors from the approval requirement. She wondered what 20% of neighbors objecting to a mural meant for the neighborhood. She believed neighbors within 400 feet who are outside city limits should be included. **Mayor Gamba** concurred with Councilor Hyzy's remarks and concerns.

It was Council consensus that proposed mural projects would be allowed to proceed if the mural received 80% support from responding neighbors with non-responses not counting as opposition to the mural. The group noted that a mural applicant would need to document that all neighbors had received the notice.

The group discussed whether the number of people who live in a house should impact that house's response to a proposed mural project and the approval threshold required for the project to proceed. **Councilors Batey and Parks** expressed support for each

house having one vote. **Councilor Hyzy** suggested the program encourage households to discuss proposed murals and report to the neighborhood if there was disagreement.

Councilor Batey suggested the required neighborhood notice circle be reduced to 300 or 200 feet. The group discussed how big the notification circle area should be and it was Council consensus that the neighbor notification area for a proposed mural project should be reduced to 300 feet.

The group noted that Council did not want to change the one-house one-vote basis for neighbor responses or any of the other program questions posed by the neighborhood.

Ms. Ober noted staff would update the program guidelines to reflect the changes approved by Council. **Council President Falconer** and **Ms. Ober** remarked on program requirements for mural content and concerns about freedom of speech protections that needed to be reviewed by staff and the Arts Committee.

Mayor Gamba recessed the meeting at 7:34 p.m. and reconvened at 7:45 p.m.

B. Mental Health – Discussion

Chief Strait explained that Detective Meier and Officer Inman would provide an overview of the Milwaukie Police Department's (MPD's) responses to mental health situations through de-escalation and connecting individuals with public health services.

Officer Inman and **Detective Meier** introduced themselves, noting their experience working with mental health situations.

Officer Inman reviewed service definitions related to the department's response to mental health situations and noted the mental health training MPD staff are required to complete. He provided an overview of how officers respond to mental health calls. He and **Detective Meier** explained how officers determine whether a call is criminal, non-criminal, or a criminal and mental health situation.

Detective Meier discussed obstacles that delay or prevent officers from getting help to those in need of mental health and social services. She explained differences between police officer and mental health worker responses to mental health situations. She noted how law enforcement and social service providers work together.

Detective Meier and **Officer Inman** discussed situations that MPD officers and mental health professionals had responded to. They noted programs that had been developed in response to recognized needs in the community, including a fund for veterans in mental health crisis and programs that connect individuals with services.

Brian Dwiggin, Mental Health Counselor with Clackamas County Behavioral Health, discussed the county's work with law enforcement agencies to provide mental health services. He noted the state's recent mental health investments to fund clinicians who can respond to situations with law enforcement. **Chief Strait** and **Officer Inman** thanked Mr. Dwiggin and the county for their work with law enforcement agencies.

Officer Inman presented data comparing mental health calls in Eugene, Oregon, and Milwaukie. He summarized that going forward the MPD would continue to enhance officer training and collaboration with mental health service providers. **Chief Strait** added that the department would continue to evaluate the services it provides and was committed to working with community partners. He asked for Council feedback on how the MPD approaches mental health.

Councilor Hyzy asked how many of the mental health callers were repeat calls. **Chief Strait** guessed that about half were repeat callers. He remarked that the MPD worked to find the right solution for repeat callers.

Ms. Ober thanked Detective Meier and Officer Inman for their work and remarked on instances where MPD officers have been called to assist an individual several times in a day because of the challenges of seeking help for mental health issues.

Mayor Gamba asked how many employees Eugene had in its mental health program. **Mr. Dwiggins** commented on the structure of Eugene's program and suggested they employed more staff than Clackamas County's program. **Mayor Gamba** and **Ms. Ober** remarked on the population size and funding differences between the Eugene and Milwaukie/Clackamas County programs. **Ms. Ober** and **Mr. Dwiggins** commented on mental health program funding and the county's plans to expand its program.

Mayor Gamba expressed appreciation for MPD's mental health response and the county's mental health services program. He expressed interest in talking with the county to map out long-term mental health service needs to lobby the state and federal government for resources.

Councilor Hyzy expressed appreciation for Eugene's program and noted the challenges of operating a program in a county as geographically diverse as Clackamas. She agreed with the mayor's interest in working with the county to identify what resources are needed to respond to mental health issues.

Councilor Batey asked if responding to mental health calls was not about a capacity issue but more about getting individuals to accept services. **Officer Inman** and **Detective Meier** confirmed that MPD officers have been able to find a place for individuals in a mental health crisis to go to, when the individual makes the personal decision to accept the services. **Mr. Dwiggins** remarked on the challenges of finding a place for individuals amid the ongoing coronavirus (COVID-19) pandemic. **Councilor Hyzy** hoped that the voter-approved Metro housing bond would address the system-wide issues of finding a place for people to be.

The group discussed the remaining agenda items.

Mayor Gamba recessed the meeting at 9:15 p.m. and reconvened at 9:18 p.m.

C. Public Tree Code – Discussion

Mr. Passarelli provided an update on the city's work to rewrite the section of the Milwaukie Municipal Code (MMC) that dealt with tree care and management on public property.

Ms. Rogers reviewed federal and state protections for birds and trees and noted bird management practices to keep in mind when caring for trees. **Mr. Passarelli** explained that the goal of the proposed code changes was to promote education and outreach efforts and best management practices.

Mr. Passarelli discussed proposed changes to fees related to street and public tree removal. He explained that the changes were based on research that found smaller trees have a higher mortality rate and street trees required more protection. He presented and commented on each fee change. He and **Councilor Batey** noted that the proposed fee changes were not for trees located on private property. **Mr. Passarelli**

suggested at a future meeting staff could compare the proposed fees with fees charged by other cities. He remarked that ideally healthy street trees would not be removed.

The group noted a question had been typed into the Zoom chat. **Mr. Passarelli** explained how a tree removal fee would be calculated. He noted that the Master Fee Schedule included all fees the city charged.

Mr. Passarelli reviewed the actions that would be exempt from a fee, including the removal of hazardous trees, minor maintenance work, and public improvements. **Mayor Gamba**, **Mr. Passarelli**, **Councilor Hyzy**, and **Ms. Ober** commented on the unknown impacts of charging a fee for a tree removal required for a city project. **Ms. Ober** reported that a fund had been established to collect revenue from Capital Improvement Plan (CIP) projects to support tree replanting.

Mayor Gamba and **Mr. Passarelli** noted that required tree plantings for city projects were funded by the utility fund.

Ms. Brooks commented that staff worked hard to not remove trees for city projects and suggested that charging a fee removal would cause projects to cost more.

Councilor Hyzy reiterated the question about whether the tree fund would be able to fund the planting and maintenance of new trees. **Mr. Passarelli** believed that at some point the fund would have the resources to support the planting and care of new trees. The group noted that the city already adhered to replanting requirements for projects and discussed how a removal fee could help ensure that trees were being replanted.

Mr. Passarelli suggested staff was looking for Council feedback to be able to bring adoption-ready code to the November 17 meeting. He reviewed the proposed code language related to the tree removal permit program. He and **Councilor Batey** remarked on the importance of neighbors receiving notice before a tree is removed.

Mr. Passarelli reviewed the proposal to offer a low-income assistance program for the tree removal fee. The group remarked on differences between the city's tree removal assistance program and utility assistance program. They commented on the program goals of reducing the number of trees removed and assisting low-income residents in caring for their homes. They noted common reasons people seek tree removal permits and discussed different ways to structure the fee assistance program.

Ms. Ober and **Mayor Gamba** observed that Council may not be comfortable adopting the code on November 17 given the number of outstanding issues to address.

Councilor Hyzy expressed support for giving staff discretion to determine the assistance program rules to account for various home maintenance costs. **Ms. Rogers** and **Mr. Passarelli** noted the assistance program only covered the city's fee to remove a tree, not the actual cost of hiring an arborist to remove a tree. They commented on how the assistance program had been structured.

Mayor Gamba agreed that the city didn't want to encourage tree removal and did not want to cause an undue financial hardship. He encouraged staff to consider the fee structure and find a happy medium. The group remarked on whether there was a city fee for planting a tree and staff agreed to review the fee structure to determine if there was a de-facto fee because of the requirement to get a permit to plant a tree in the public right-of-way (ROW).

The group noted it was 9:58 p.m. and item 7. D. would be moved to a future agenda.

It was moved by Council President Falconer and seconded by Councilor Hyzy to continue the meeting until 10:15 p.m. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting “aye.” [5:0]

Councilor Hyzy asked who would pay the tree removal fee for a tree on public land that is managed by another agency. The group acknowledged that the city owned its parks but the North Clackamas Parks and Recreation District (NCPRD) managed the parks and would pay a tree removal fee.

Councilor Hyzy asked about the reference to a conditional tree removal fee. The group noted the conditional fee may relate to situations where a tree needed to be removed before a permit could be approved.

Councilor Hyzy asked how the staff’s experience writing a public tree code would inform the creation of a private tree code. **Mr. Passarelli** remarked that staff hoped the fee structures for public and private trees would be similar.

Mr. Passarelli summarized that Council would like to see code language that gave staff some discretion in developing the parameters of the low-income assistance program.

Ms. Ober believed Council wanted staff discretion with a tiered fee structure. The group commented on what program requirement language could be in the code.

Ms. Ober suggested staff would work on a fee structure that responds to Council’s remarks and would meet with Council members individually to get to a place where it could be adopted on November 17. She asked for confirmation that Council was comfortable with staff looking at ways for the city to self-fund tree planting elements of city projects in the proposed tree code. It was Council consensus that staff should include a self-funding element for planting trees for city projects.

D. ~~Central Milwaukie Bikeway Connections Project~~ (removed from the agenda)

8. PUBLIC HEARING

A. None Scheduled.

9. COUNCIL REPORTS

Councilor Batey remarked on an upcoming Portland City Council hearing on their proposed South Willamette Greenway Plan that would include a no wake zone from the Sellwood Bridge to Elk Rock Island.

10. ADJOURNMENT

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

Mayor Gamba adjourned the meeting at 10:11 p.m.

Respectfully submitted,

Scott Stauffer, City Recorder

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Nov. 16, 2020

Reviewed: Amy Aschenbrenner, Administrative Specialist II

From: Scott Stauffer, City Recorder

Subject: **Certification of the November 2020 General Election Results**

ACTION REQUESTED

As required by the Milwaukie City Charter, Council is asked to acknowledge and certify the results of the election held on Tuesday November 3, 2020, as reported by the Clackamas County Elections Division and the Multnomah County Elections Division.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Milwaukie City Councilors and the Mayor are elected to four-year terms that end at staggered times so that every two years either two or three positions appear on the November ballot. The individuals elected in November serve four-year terms beginning January of the next year.

To qualify to serve on Council, an individual must be a registered voter in the State of Oregon and have resided within the city limits for at least six months prior to the election. In 2020, the deadline to reside in city limits was May 3.

Individuals interested in running for Council positions begin the process by filing candidate and petition forms with the city's elections officer during the 30-day filing period as outlined in the charter. As of the 2020 filing deadline, August 25, seven individuals had filed and six had qualified to run for the two Council positions on the November ballot. They included: Angel Falconer and Kalin Parsons for Council Position 1; and Adam Khosroabadi, Desi Nicodemus, Jon Stoll, and Rob Reynolds for Council Position 3.

In Oregon, counties administer all elections. Therefore, Clackamas and Multnomah County elections divisions distributed, collected, and counted all ballots issued to Milwaukie voters. Canvass reports from precincts located in the city, as submitted by the counties, are attached to this staff report as Attachment 1. As shown in the canvass reports, Angel Falconer was elected to Position 1, and Desi Nicodemus was elected to Position 3.

ANALYSIS

Pursuant to chapter IV, section 13 of the charter, election results "shall be made a matter of record in the record of the proceedings of the Council." Accordingly, the city elections officer requests that the Council adopt a resolution acknowledging and certifying the results of the November 3, 2020 election.

Further, the charter also directs that certificates of election be issued to each elected person. Therefore, the city elections officer will issue the attached certificates to the elected individuals.

BUDGET, CLIMATE, & WORKLOAD IMPACTS

None.

COORDINATION, CONCURRENCE, OR DISSENT

The city elections officer worked with the Clackamas County Elections Division to ensure a smooth administration of the election. The Clackamas County Elections Division and the Multnomah County Elections Division provided the election results attached to this staff report.

STAFF RECOMMENDATION

Staff recommends that Council accept and certify the results of the November 3, 2020 election in accordance with the charter directive to make the results a part of the Council record.

ALTERNATIVES

None.

ATTACHMENTS

1. Resolution
2. Election Results
3. Certificates of Election

COUNCIL RESOLUTION No.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
CERTIFYING THE RESULTS OF THE NOVEMBER 3, 2020 GENERAL ELECTION.**

WHEREAS, chapter IV, section 13 of the Milwaukie City Charter requires election results to be included in the proceedings of the City Council; and

WHEREAS, the election results from the November 3, 2020 General Election have been certified by the Clackamas County Elections Division and the Multnomah County Elections Division.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the certified election results attached to this resolution as “Exhibit A” are now made a part of the record of proceedings of the City Council.

Introduced and adopted by the City Council on **December 1, 2020**.

This resolution is effective immediately.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

Attachment 2
Exhibit A

City of Milwaukie, Councilor Position 1 - vote for one

	Clackamas County	Multnomah County		
Kalin Parsons	2,700	0	2,700	26.17%
Angel Falconer	7,519	0	7,519	72.87%
		0	0	0.00%
		0	0	0.00%
Misc Write-Ins	99	0	99	0.96%
Cast Votes	10,318	0	10,318	100.00%
Undervotes	299	0	299	
Overvotes	0	0	0	



CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY: Sherry Hall

Canvass Results Report

Official Ballots

Run Time 2:44 PM
Run Date 11/19/2020**Clackamas County**

November 3, 2020 General Election

11/3/2020

Page 96

Official ResultsRegistered Voters
260538 of 308112 = 84.56%Precincts Reporting
117 of 117 = 100.00%**City of Milwaukie, Councilor, Position 1 - Vote for one**

Precinct	Karin Parsons	Angel Falconer	Miscellaneous Write-Ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
051	19	38	2	59	24	0	83	83	132	62.88%
052	139	408	5	552	170	0	722	722	836	86.36%
053	1,196	3,994	53	5,243	1,767	4	7,014	7,014	8,278	84.73%
055	1,346	3,079	39	4,464	1,508	0	5,972	5,972	7,038	84.85%
Totals	2,700	7,519	99	10,318	3,469	4	13,791	13,791	16,284	84.69%



CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY: Sherry Hall

Multnomah County Election Results - City of Milwaukie

November 3, 2020 General Election

All Precincts, CITY OF MILWAUKIE (JT), All ScanStations, City of Milwaukie, Councilor, Position 1, City of Milwaukie, Councilor, Position 3, All Boxes

Total Ballots Cast: 0

Page: 1 of 2

2020-11-20

14:03:27

City of Milwaukie, Councilor, Position 1 (Vote for 1)

Precinct	Total Votes	Kalin Parsons	Angel Falconer	Write-In	Over Votes	Under Votes
Precinct 4102	0	0 0.00%	0 0.00%	0 0.00%	0	0
Total	0	0 0.00%	0 0.00%	0 0.00%	0	0

Certificate

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.

Tim Scott

Tim Scott, Director of Elections
Multnomah County, Oregon

final official

RS30

City of Milwaukie, Councilor Position 3- vote for one

	Clackamas County	Multnomah County		
Rob Reynolds	1,275	0	1,275	11.77%
Desi Nicodems	6,556	0	6,556	60.54%
Adam Khosroabadi	1,206	0	1,206	11.14%
Jon Stoll	1,717	0	1,717	15.85%
Misc Write-Ins	76	0	76	0.70%
Cast Votes	10,830	0	10,830	100.00%
Undervotes	2,959	0	2,959	
Overvotes	2	0	2	



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY: _____

Sherry Hall

Canvass Results Report

Official Ballots

Run Time 2:44 PM

Run Date 11/19/2020

Clackamas County

November 3, 2020 General Election

11/3/2020

Page 9/

Official Results

Registered Voters

260538 of 308112 = 84.56%

Precincts Reporting

117 of 117 = 100.00%

City of Milwaukie, Councilor, Position 3 - Vote for one

Precinct	Rob Reynolds	Desi Nicodemus	Adam Khosroabadi	Jon Stoll	Miscellaneous Write-Ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
051	8	35	10	8	2	63	20	0	83	83	132	62.88%
052	57	335	83	95	3	573	149	0	722	722	836	86.36%
053	536	3,555	566	824	35	5,516	1,496	2	7,014	7,014	8,278	84.73%
055	674	2,631	547	790	36	4,678	1,294	0	5,972	5,972	7,038	84.85%
Totals	1,275	6,556	1,206	1,717	76	10,830	2,959	2	13,791	13,791	16,284	84.69%



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY: 

RS32

Multnomah County Election Results - City of Milwaukie

November 3, 2020 General Election

Page: 2 of 2

2020-11-20

All Precincts, CITY OF MILWAUKIE (JT), All ScanStations, City of Milwaukie, Councilor, Position 1, City of Milwaukie, Councilor, Position 3, All Boxes

14:03:27

Total Ballots Cast: 0

City of Milwaukie, Councilor, Position 3 (Vote for 1)

Precinct	Total Votes	Rob Reynolds	Desi Nicodemus	Adam Khosroabadi	Jon Stoll	Write-In	Over Votes	Under Votes
Precinct 4102	0	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0	0
Total	0	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0 0.00%	0	0

Certificate

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.

Tim Scott

Tim Scott, Director of Elections
Multnomah County, Oregon

final official

RS33

CERTIFICATE OF ELECTION

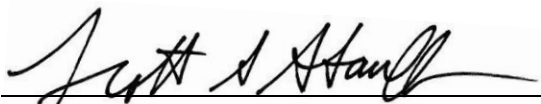


This certifies that at the **November 3, 2020**, General Election held
in the City of Milwaukie, County of Clackamas, State of Oregon,

Angel Falconer

was elected to the **Office of City Council Position No. 1**
for a term beginning **January 2021** and ending **December 31, 2024**.

As directed by the City Charter, I have
placed the seal of the City of Milwaukie and
signed this certificate, on **December 1, 2020**.



Scott S. Stauffer, City Recorder



CERTIFICATE OF ELECTION

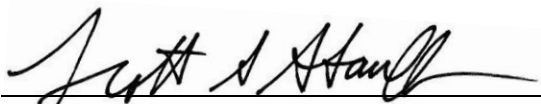


This certifies that at the **November 3, 2020**, General Election held
in the City of Milwaukie, County of Clackamas, State of Oregon,

Desi Nicodemus

was elected to the **Office of City Council Position No. 3**
for a term beginning **January 2021** and ending **December 31, 2024**.

As directed by the City Charter, I have
placed the seal of the City of Milwaukie and
signed this certificate, on **December 1, 2020**.



Scott S. Stauffer, City Recorder



COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

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

From: Damien Farwell, Fleet and Facilities Supervisor

Subject: **Landscaping Services Contract Execution**

Date Written: Nov. 15, 2020

ACTION REQUESTED

Council is asked to authorize the city manager to sign a contract with R&R Nursery and Landscape for performance of landscape maintenance services at city properties in the amount of \$105,000.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The city requires landscape services to maintain turf, planted areas, landscape strips, medians, and parking lots.

[June 17, 2014](#): Council authorized the execution of a contract with R & R Nursery & Landscape (R &R). The contract was effective July 1, 2014, for an initial three-year term and included the option to extend up to three, one-year periods.

ANALYSIS

On September 2, 2020, a competitive request for proposals (RFP) was issued for landscape maintenance services due to the expiration of the previous landscaping contract.

The city received two bids: one from R&R for \$105,000 and one from GT Landscape for \$300,000.

The selection panel awarded R&R 76 points out of 100 and GT Landscape 64 points. The panel ranked R&R's submission higher based primarily on fee evaluation and service understanding and approach considerations..

Based on the evaluation, the facilities department filed a notice of intent on October 22 to award the landscape maintenance services contract to R&R.

BUDGET IMPACT

The biennial budget included \$160,000 for landscape services.

WORKLOAD IMPACT

None.

CLIMATE IMPACT

The contract requires nearly exclusive use of battery powered hand tools, reducing carbon emissions otherwise generated by gas-powered leaf blowers, string trimmers, etc.

COORDINATION, CONCURRENCE, OR DISSENT

None.

STAFF RECOMMENDATION

Staff recommends authorizing the resolution as proposed.

ALTERNATIVES

Council could direct staff to resolicit bids.

ATTACHMENTS

1. Purchase Agreement with R&R
2. Resolution



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

THIS CONTRACT is made and entered into this 1st day of January, 2021, by and between the City of Milwaukie, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and R & R Nursery and Landscape, 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 specifications, scope, and unit prices 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 the date of execution, and shall expire, unless otherwise terminated or extended, on December 31, 2025. The City shall also retain the rights to one (1) two-year extension to the Contract.

COMPENSATION

City agrees to pay Contractor not to exceed one hundred five thousand dollars (\$105,000) per year for goods or services supplied, including any applicable shipping and handling charges, as described in Exhibit B. Additional goods or services not described in scope of work will be at an additional cost and at the rates 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 or requested by the City. Payment shall be for those goods or services received in an acceptable condition to City.

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 City, 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. The City reserves the right to withhold payment, in part or whole, for services not rendered as described in Exhibit B.

CONTACT INFORMATION

All notices, bills, and payments shall be made in writing and may be given by mail or email. Payments may be delivered by mail or electronic transfer. The following addresses and contacts shall be used to transmit notices, bills, payments, and other information:

Contract Manager for City:	Contract Manager for Contractor:
City of Milwaukie	Company: (add Contractor's business name)
Attn: Damien Farwell	Attn: (add Contractor's contact name)
6161 SE Johnson Creek Blvd., Milwaukie, OR 97206	(add Contractor's mailing address)
Phone: 503-786-7621	Phone: (add Contractor's contact phone number)
Email: farwelld@milwaukieoregon.gov	Email: (add Contractor's contact email)
Invoices to: 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.

Contractor certifies that it will possess either a City of Milwaukie or a Metro business license for the duration of this Contract.

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

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

a. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, 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.

b. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

c. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract who 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. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this Contract.

e. 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.

f. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City.

g. Primary Coverage Clarification

City's insurance is excess and not contributory insurance with the insurance required by this contract.

GOVERNING LAW

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court of the State of Oregon.

EXTRA (CHANGES) WORK

Only the Fleet & Facilities Supervisor, Damien Farwell may, by written order, authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

Signature

Printed Name & Title

Date

R & R NURSERY & LANDSCAPE

Signature

Printed Name & Title

Date

STANDARD TERMS AND CONDITIONS

1. Packing & Shipment. Any 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. City's Contract 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. City'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 Contractor. Risk of loss shall not pass to City until the goods are delivered to and checked in at the location specified by City in this Contract.

2. Warranty. Unless otherwise agreed in writing, Contractor warrants that the products ordered will conform to the specifications herein and to any drawings, samples, or other description furnished or adopted by City. 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 City, its successors, assigns and customers. Warranty period shall be (1) year from date of acceptance by City.

3. Inspection and Acceptance. At City's request, Contractor shall provide a complete inspection program; satisfactory to City, for City's inspection of all materials, fabricating methods, equipment in process work and finished products. If this Contract provides for inspection of the work by City on site during the period of manufacture, Contractor agrees to provide City's inspectors with reasonable facilities and assistance during such inspection. Inspection by City shall not unduly delay the work. City may charge Contractor any additional cost incurred by City if the work is not ready in accordance with the inspection schedule. Any inspection made or Waiver-of-Inspection-Notice given by City will not relieve Contractor 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 City except as otherwise provided herein. Failure to inspect and accept or reject products shall neither relieve Contractor from responsibility for such products, which do not meet the requirements herein nor impose liability on City thereafter.

4. Delivery. If Contractor fails to meet the delivery schedule provided herein, City may require Contractor to deliver the products, or any portion thereof, in any manner commercially necessary to speed delivery, all at the Contractor's sole expense. Unless otherwise agreed upon in writing by City and Contractor, Contractor 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. Contractor shall notify City 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 City shall have the right to return earlier deliveries at Contractor's risk and expense or charge to Contractor any additional costs sustained because of the same.

5. City-Furnished Materials. Contractor shall assume all risk of loss of any material furnished by City to Contractor for use in performance of this Contract.

6. Taxes. Contractor shall not invoice City for any taxes nor include in Contractor's price any federal excise, state, or city tax or any other tax, unless Contractor has first asked City for City's tax exemption number and it has been agreed upon between both parties that City is not exempt from the tax.

7. Changes. City may, by written order, make changes including changes in drawings or specifications. City 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 CONTRACTOR UNDER THIS CLAUSE MUST BE ASSERTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF CONTRACTOR'S RECEIPT OF THE CHANGE ORDER OR THE CLAIM WILL NOT BE ALLOWED. In the event that City 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 Contract, Contractor shall notify City in writing of such effect within 10 days of receipt of such proposal.

8. Advertising. Contractor shall not, without the written consent of City, in any manner advertise or publish the fact that Contractor has furnished or contracted to furnish to City the products herein.

9. Cancellation for Cause.

A. City may cancel all or any part of the undelivered portion of this Contract if Contractor breaches any of the terms hereof or in the event of any of the following: Insolvency of Contractor, a voluntary or involuntary petition in bankruptcy for, by or

Purchase Agreement -
Landscape Maintenance Services

against Contractor; the appointment of a receiver or trustee for Contractor, or an assignment for the benefit of creditors by Contractor or if City has reasonable cause to believe Contractor 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 Contractor. Any such cancellation under this section shall be cancellation for cause and in the event of such cancellation, City shall have the right to complete, or cause to have completed, this Contract including the right to cause Contractor to produce, without liability of any kind to the City, proprietary items of the Contractor as necessary to complete the Contract. 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.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Contract:

1. If Contractor fails to provide services called for by this Contract within the time specified herein or any extension thereof; or

2. If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as the City may authorize.

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

10. Termination Without Cause. City has the right, in its sole discretion, to terminate this Contract without cause at any time by giving written notice to Contractor. If City terminates the contract pursuant to this section, it shall pay Contractor for goods shipped or services rendered by Contractor prior to receipt by Contractor of the notice of termination. City may deduct the amount of damages, if any, sustained by City due to any breach of contract or warranty by Contractor. 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. Contractor may not assign or subcontract any of its rights or obligations hereunder without the prior written approval of City. Any unapproved assignment shall be void. Contractor shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by City of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the City. City may assign its rights under this Contract.

12. Work on City's Premises. If Contractor's performance of this Contract involves operations by Contractor on City's premises, Contractor shall provide all necessary and sufficient safeguards and take all proper precautions against the occurrence of injury to any person or damage to any property. Any work performed on City'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 Contractor.

13. Stop Work Order. City may, at any time by written order to Contractor, require Contractor 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 Contractor, 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, City shall either: (a) cancel the "Stop Work Order" and direct Contractor to resume work; or (b) terminate the work covered by this Order. If City orders Contractor to resume work, Contractor shall be entitled to any equitable adjustment pursuant to Section 8 provided a claim for such an adjustment shall be submitted by Contractor within 30 days after the end of the period of work stoppage.

14. Information/Data. Unless otherwise agreed in writing any designs, drawings, specifications, or other manufacturing information furnished by City to Contractor shall be confidential to City and is furnished solely for the performance of this Contract. All copies of such information shall be returned to City upon completion of the Contract. Any designs, drawings, specifications, or other manufacturing information delivered by Contractor to City 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 City to Contractor shall be treated as confidential.

15. Compliance with Laws and Regulations. Contractor 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;

EXHIBIT A

Contract No. _____

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 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. Contractor shall indemnify City, 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 City of any item covered by this Contract.

16. Patents, Copyrights, Trademarks. Contractor warrants that no products will be furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark. Contractor 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 Contractor's sole expense to remove such infringement. Contractor will indemnify and hold harmless City, 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 Contractor or its employees or the products furnished hereunder, infringes or contributes to the infringement of any letters, patent, copyright or trademark.

17. Waiver. The failure of City to enforce at any time any of the provisions of this Contract 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 Contract 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.

18. Acceptance by Performance. If Contractor fails provide to City with a signed copy of this Contract, but delivers product or performs the services specified in this Contract, then Contractor agrees that the Contractor shall be deemed to have accepted the terms and conditions of this Contract, as provided on both the front and this reverse side of the Contract. City must agree any changes or modifications to this Contract by Contractor to, in writing, or they shall not be deemed accepted by City and if the Contractor delivers the products nonetheless, then the original terms and conditions of this Contract shall govern.

19. Mandatory Mediation and Binding Arbitration. If there is a dispute concerning any of the terms, conditions or the performance of this Contract, then it is hereby agreed by both City and Contractor that the dispute shall be submitted first to non-binding mediation, to be performed by a sole mediator to be agreed upon between City and Contractor. 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 Contract or the arbitration.

20. Jurisdiction and Attorney Fees. This Contract shall be governed and construed according to the laws of the State of Oregon. If a dispute shall arise under this Contract 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 Contract may be heard, both at trial and on appeal.

21. Neutral Interpretation. This Contract 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.

22. 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 the parties have no legal right to contract, the latter shall prevail. The provision of this Contract, which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

23. 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.

24. 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 Contract, 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.

25. Conditions of Supplying a Public Agency. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this Contract. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund incurred in the performance of this Contract. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

26. Payment of Claims by Public Officers. In the event that Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor of Contractor by any person in connection with the performance of this Contract when such claim becomes due, then the proper officer or officers representing the City 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 Contractor by reason of this Contract. The payment of a claim in the manner authorized by this provision shall not relieve the Contractor or any of the Contractor's surety from obligations with respect to any unpaid claims.

27. Health Care Benefits for Contractor's Employees. If this Contract involves public service, then Contractor must provide health care benefits to all employees who are performing services previously performed by public employees performing similar duties under this Contract.

28. Hours of Labor. If labor is performed under this Contract, 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.

29. Medical Care and Workers' Compensation. Contractor 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 Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor 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.

SCOPE OF WORK

This contract is intended to assure the City of Milwaukie has attractive, well-groomed and maintained lawns, planting areas and grounds. Consistent landscape maintenance contributes to both resident and visitor experience as well as reflects professionalism and pride in our City.

Contractor shall perform work under this Contract in accordance with the professional standards of skill and care ordinarily exercised by members of the landscaping profession under similar conditions and circumstances, as well as the requirements of applicable federal, state and local laws.

The following is a detailed description of work involved in the maintenance of the specified landscape areas. All work is to be completed in a substantial and workmanlike manner by a licensed landscape contractor or the contractor's employees according to standard practices. Regular maintenance does not include major vandalism or storm damage. Any alteration or deviation from specifications involving extra cost of material or labor will only be executed upon written orders and will become an extra charge over the sum bid. All such agreements shall be made in writing.

The City adopted an aggressive climate action plan and requests the exclusive use of electric string trimmers, blowers and hedge trimmers (except 2 weeks in fall where 4 stroke acceptable CARB compliant blowers are allowed). Please clearly state in the proposal what type of handheld tools will be used. Please detail any other sustainability initiatives or commitments made by the contractor.

No herbicide shall be used.

Any application of fertilizer must be explicitly approved by the City.

Design and maintenance plans shall restrict height of plantings in order to not obstruct street signage, business fronts or pedestrian and vehicular vision. Pursuant to Milwaukie Municipal Code, ornamental grasses, rose bushes and other bushes within the project scope need to be maintained at a height not greater than 36 inches when in clear vision areas of a property or in the public right-of-way. Trees shall be maintained at a clearance height of 8 feet over sidewalks and in the clear vision areas and 12 feet over the street.

This maintenance contract will require the replacement of some ornamental plant materials other than annuals or perennials due to general landscape design or loss due to weather etc. It is recommended that the contractor make allowances for this inevitability, as it will fall within their area of responsibility. The City encourages the holder of this contract to make suggestions regarding the beautification or enhancement of these properties that would improve the overall aesthetics of the landscaped areas and/or result in lower levels of maintenance.

Large established and mature trees and shrubs will not be removed by the contractor unless there are cases or events that may require re-landscaping or removal due to logistics, stress, overcrowding, obstruction etc. Removal or replacement of any such specimens shall be agreed to by the City in writing.

Removal of all leaves from lawns, planter beds, sidewalks and walkways will be completed weekly throughout the year as needed to maintain a clean appearance.

Contractor shall provide a basic monthly schedule (for work other than typical weekly mowing and blowing): plant replacement and improvements, mulch application, mulch allowance remaining, sprinkler start up and shut down, work in islands on Highway 99, etc.

SCOPE OF WORK

Quarterly site assessments will be scheduled with City personnel to review performance and adjust where service level changes are needed.

DEFINITIONS OF TREATMENT

Contractor will furnish all tools, equipment and materials to complete the project and protect the surrounding work area. Contractor will need to work with DOT and secure permits to work on the islands on Highway 99.

Irrigation Operation and Maintenance

Shut-off and completely drain systems by November 1st. Turn off all main supply valves, open all manual drain valves; gravity drain, and bleed valves on back flow preventions devices.

Startup of the irrigation systems will begin in April. Check for proper operation and working of all irrigation heads. Establish time settings and intervals of irrigations water applications for each value of all irrigation zones. Make changes when necessary to correspond to variable watering requirements for lawn or planting areas.

Observe operation of all irrigating heads at least once each operating month. Check for coverage and plugged heads; balance system and clean heads as required maintaining system in proper working order. Correct conditions of over or under watering as may be determined by weekly observations during the irrigations season.

Replacement resulting from acts of vandalism, or acts of God (example: freeze, wind, fire, rain, etc.) is the responsibility of the owner.

"A" Turf Area Maintenance:

All turf areas shall be inspected and policed for litter and debris prior to each mowing and disposed of. The turf shall be cut at a uniform height; scalping and uneven cutting shall be prevented. All cut grass shall be picked up and disposed of off-site.

Edging, trimming and weed eating shall be performed as needed to maintain a neat, clean appearance. *At the conclusion of each visit, sidewalks and walkways adjacent to work areas are to be swept or blown clean.*

"B" Landscape Area Maintenance:Landscaped Bed Maintenance

Landscaped bed maintenance shall consist of weekly weeding, cost of plant materials for seasonal gardens including perennials and replacement of existing plant materials, bark dust, rock or other existing landscape materials where needed, and regular maintenance of planting. Seasonal pruning shall be performed to prevent plants and areas from becoming overgrown.

Apply 1.5" of bark dust to those planting areas needing it. Assume coverage for 86,000 sf. Assume a plant replacement not to exceed 3% annually of the total existing planting. Replacements for groundcover and perennials will be 1-gallon container plant material and replacements for shrubs will be 3-gallon container plant material. Trees are excluded from these replacements' requirements. Larger plant material may require additional billing.

SCOPE OF WORK

All grounds will be policed weekly during the growing season for weeds, paper, and debris. Beds will always be kept reasonably weed free. *At the conclusion of each visit, sidewalks and walkways adjacent to work areas are to be swept or blown clean.*

Tree and Shrub Maintenance

Any pruning shall be done to the standard set in the International Society of Arboriculture's Best Management Practices Tree Pruning manual. Pruning shall be done only to enhance and control natural growth or meet clearance requirements.

Tree pruning is limited to 15'. Trees shall not be 'topped' or shaped; pruning will Enhance the natural habit of the tree.

Parking Lots/Sidewalks

Removal of all leaves/debris shall be completed throughout the year as needed to maintain a clean appearance throughout those designated areas noted in B14.

Well sites

No chemical control to be used.

FEE

City agrees to pay Contractor not to exceed \$105,000 per year for materials supplied and scheduled landscaping services as described above in this Scope of Work.

ADDITIONAL COSTS FOR EXTRA WORK NOT INCLUDED IN SCOPE (IF REQUESTED BY THE CITY):

Cost per hour – Regular work hours	
Monday through Friday – 7:00 AM to 5:00 PM	\$ 45.00
(Standard Crew, equipped)	
Cost per hour – SPRINKLER REPAIR	\$ 65.00
Parts & Materials (At cost or markup %)	15%

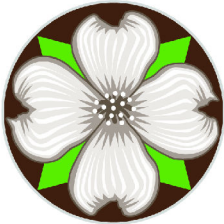
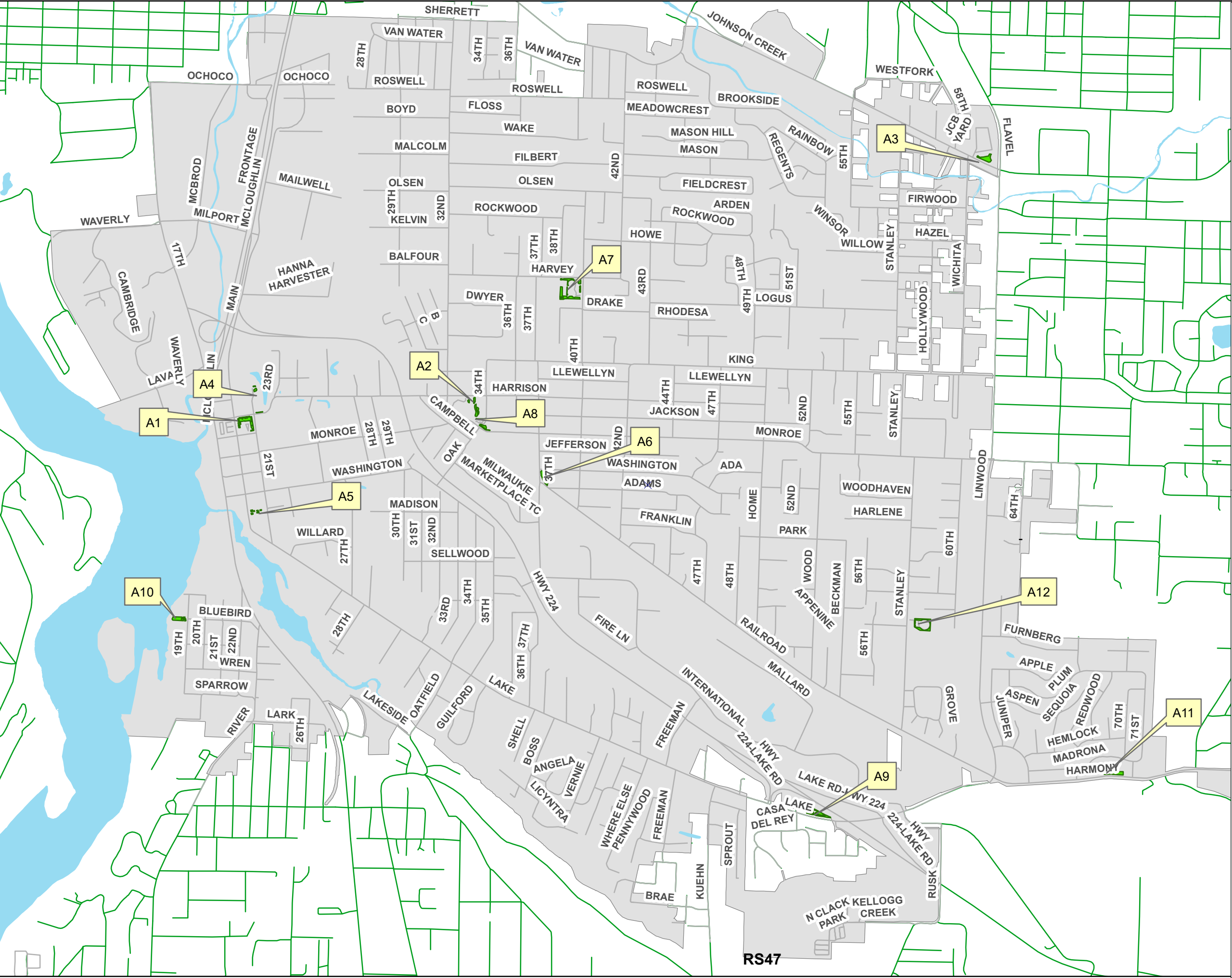
ESCALATION CLAUSE

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.

NON-PERFORMANCE RESOLUTION

If Contractor fails to perform services as described in this Exhibit B, the City may withhold payment, in part or whole, for services not rendered. In the event services are not rendered, the City shall provide written communication to the Contractor that includes short-payment details, explanation of reason, and contact information for further communication prior to any partial payment being issued. If a resolution is agreed upon by both parties that results in issuance of the short-payment amount then the City shall issue payment to the Contractor within 20 days of resolution.

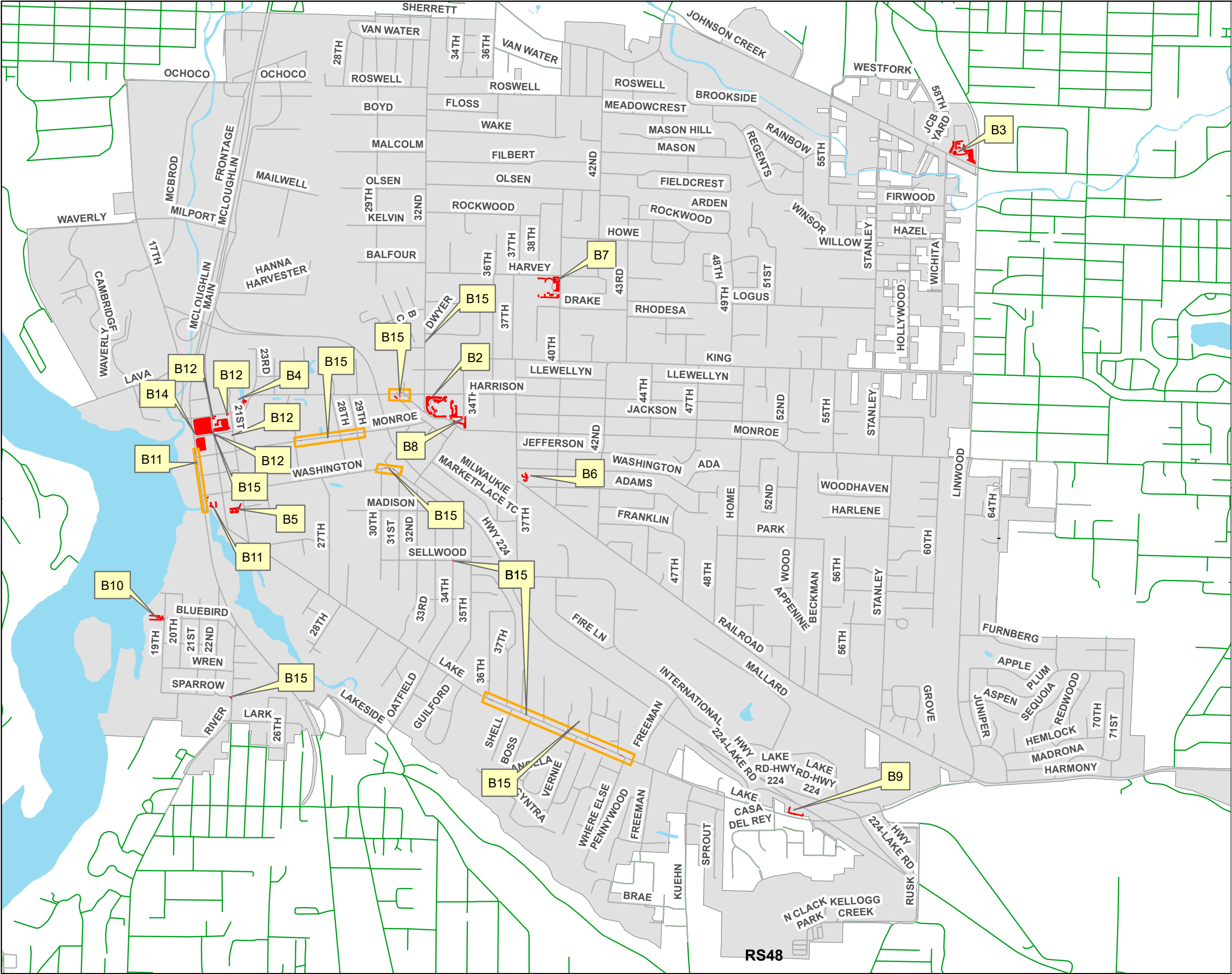
If a resolution is agreed upon by both parties that results in a waiver of the invoiced amount, in part or whole, then the Contractor shall remove the agreed amount owed by the City from its receivable records.



"A"
Turf Maintenance
Areas

A1	City Hall 10722 SE Main St
A2	Public Safety Building 3200 SE Harrison St
A3	Johnson Creek PW Facility 6101 SE Johnson Creek Blvd
A4	Ledding Library 10660 SE 21st Ave
A5	Post Office & Metro Plaza 11222 SE Main St
A6	Water Well 7/Bertman House 11022 SE 37th Ave
A7	40th-Harvey Complex 9951 SE 40th Ave
A8	Water Well 4/Lower Treament Plant 3339 SE Monroe St
A9	Water Well 8/Lake Rd Site 5393 SE Lake Rd
A10	Wastewater Lift Station in Island Station 11999 SE 19th Ave
A11	Water Intertie with CRW 7001 SE Harmony Rd
A12	Water Well 6/Stanley Ave Site 11800 SE Stanley Ave









"B"
Landscape Maintenance
Areas

B1	City Hall 10722 SE Main St
B2	Public Safety Building 3200 SE Harrison St
B3	Johnson Creek PW Facility 6101 SE Johnson Creek Blvd
B4	Ledding Library 10660 SE 21st Ave
B5	Post Office & Metro Plaza 11222 SE Main St
B6	Water Well 7/Bertman House 11022 SE 37th Ave
B7	40th-Harvey Complex 9951 SE 40th Ave
B8	Water Well 4/Lower Treatment Plant 3339 SE Monroe St
B9	Water Well 8/Lake Rd Site 5393 SE Lake Rd
B10	Wastewater Lift Station in Island Station 11999 SE 19th Ave
B11	Highway 99E Medians & Planter Strips
B12	Downtown Landscape Areas
B13	Landscape Strips in Parking Lots
B14	Parking Lots/Sidewalks (leaf/debris removal)
B15	Other Landscape Medians & Planter Strips



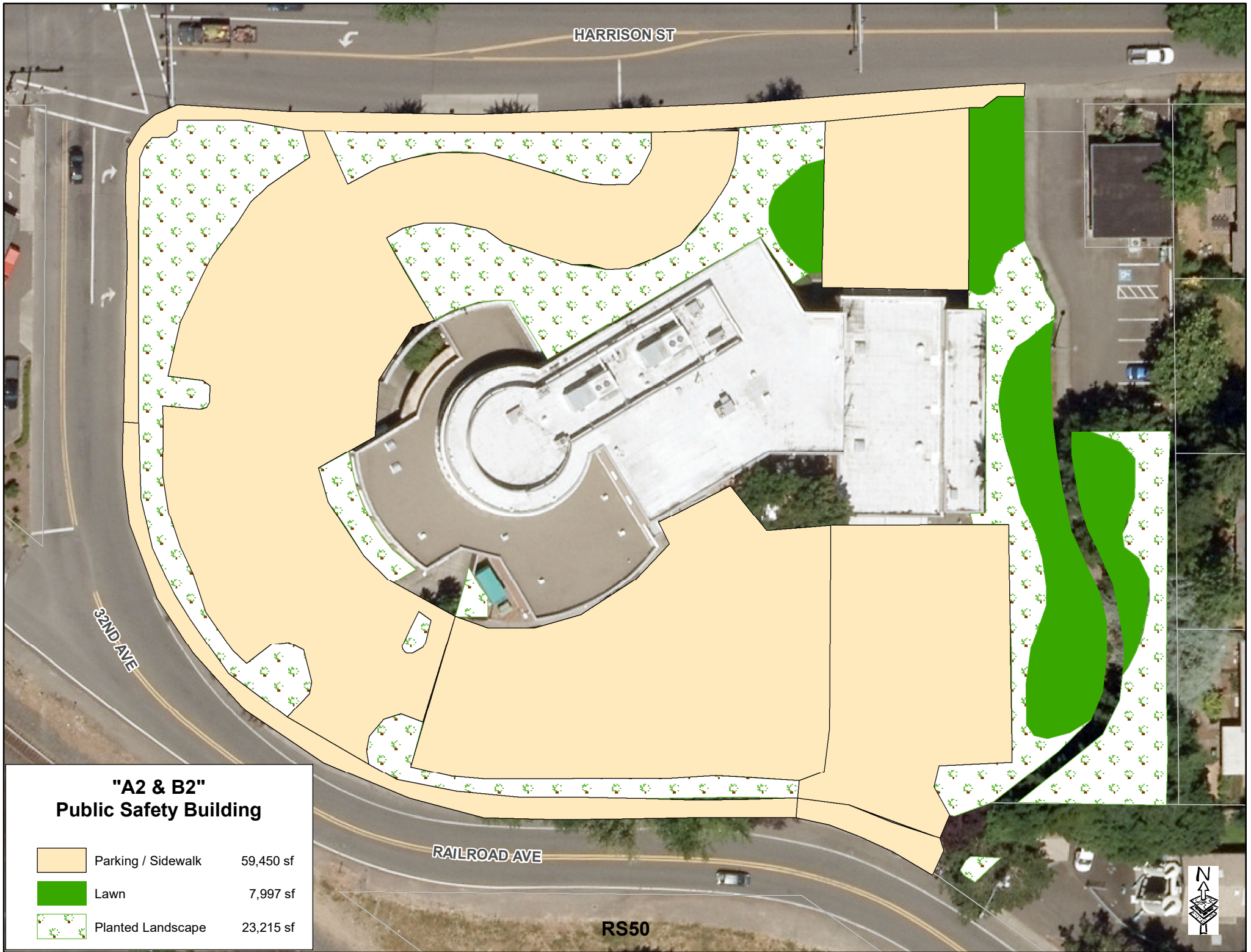


**"A1 & B1"
City Hall**




	Lawn	14,685 SF
	Planted Landscaping	8,243 SF
	Parking & Sidewalk	22,752 SF
	Base area around trees	627 SF

RS49







"A2 & B2"
Public Safety Building

	Parking / Sidewalk	59,450 sf
	Lawn	7,997 sf
	Planted Landscape	23,215 sf



"A3 & B3"
Johnson Creek PW Facility

	Lawn	10,375 sf
	Planted Landscaping	22,537 sf






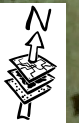
RS51

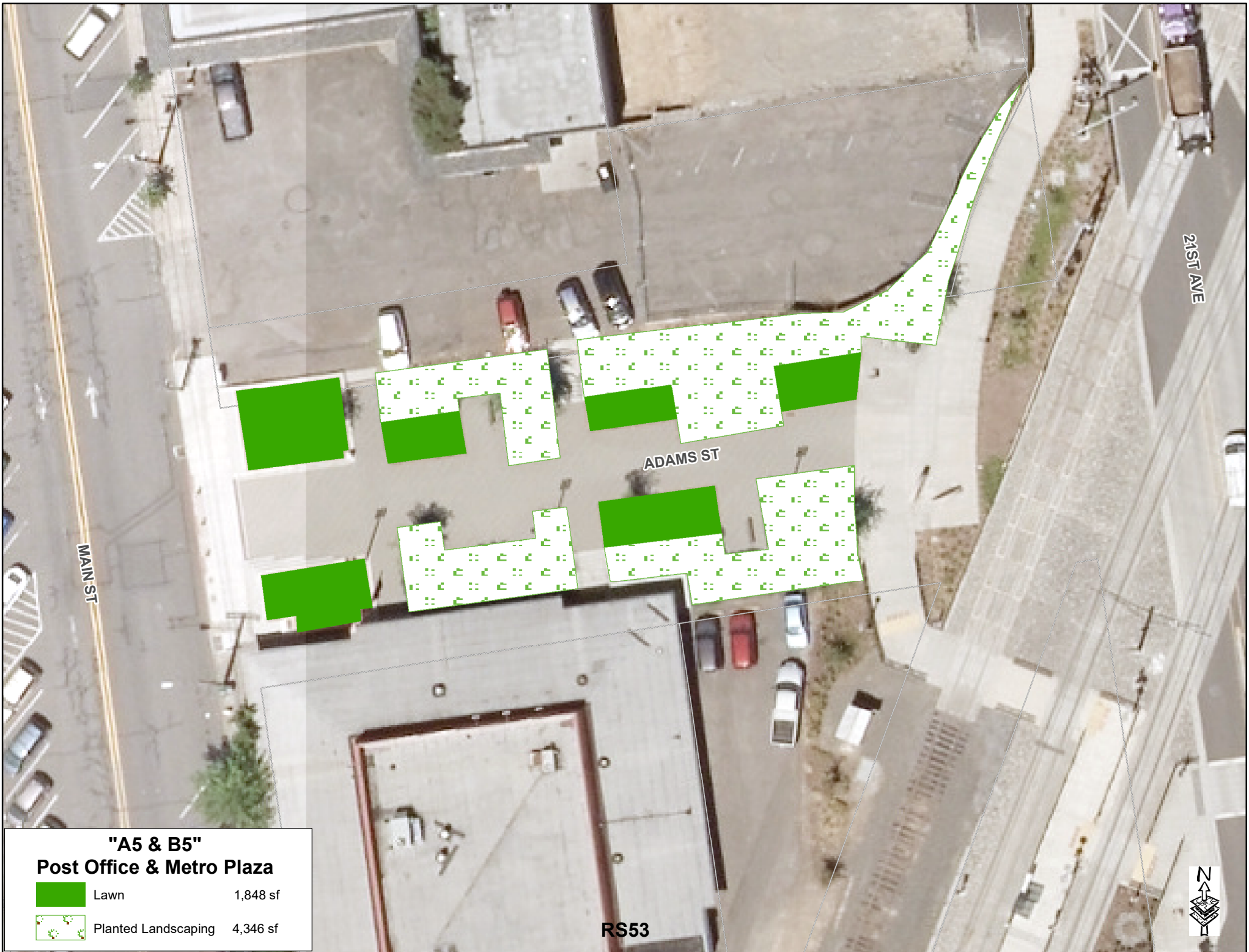
JOHNSON CREEK BLVD





"A4 & B4" Ledding Library

	Lawn	2,000 sf
	Planted Landscaping	17,270 sf
	Rain Garden (City maintains)	2,000 sf





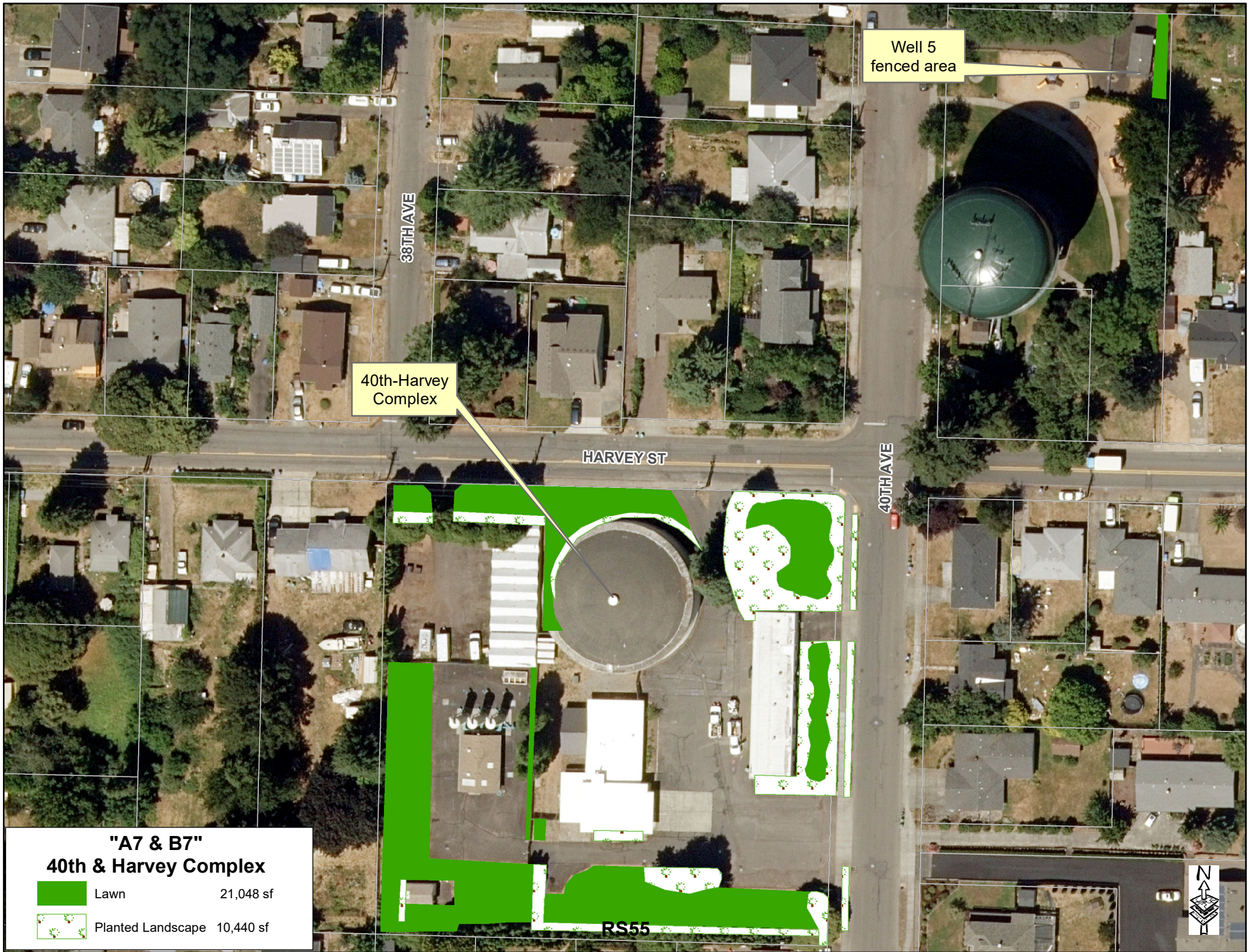
"A5 & B5"
Post Office & Metro Plaza

	Lawn	1,848 sf
	Planted Landscaping	4,346 sf

RS53







Well 5
fenced area

40th-Harvey
Complex

HARVEY ST

40TH AVE

38TH AVE

RS55



"A7 & B7"
40th & Harvey Complex

	Lawn	21,048 sf
	Planted Landscape	10,440 sf










"A9 & B9" Water Well 8 / Lake Rd Site		
	Lawn	18,500 sf
	Planted Landscaping	1,900 sf



"A10 & B10"
Wastewater Lift Station in Island Station

	Lawn	8,400 sf
	Gravel Path	1,300 sf
	Planted Landscaping	1,000 sf

RS58



HARMONY

0

"A11"
Water Intertie with Clackamas River Water

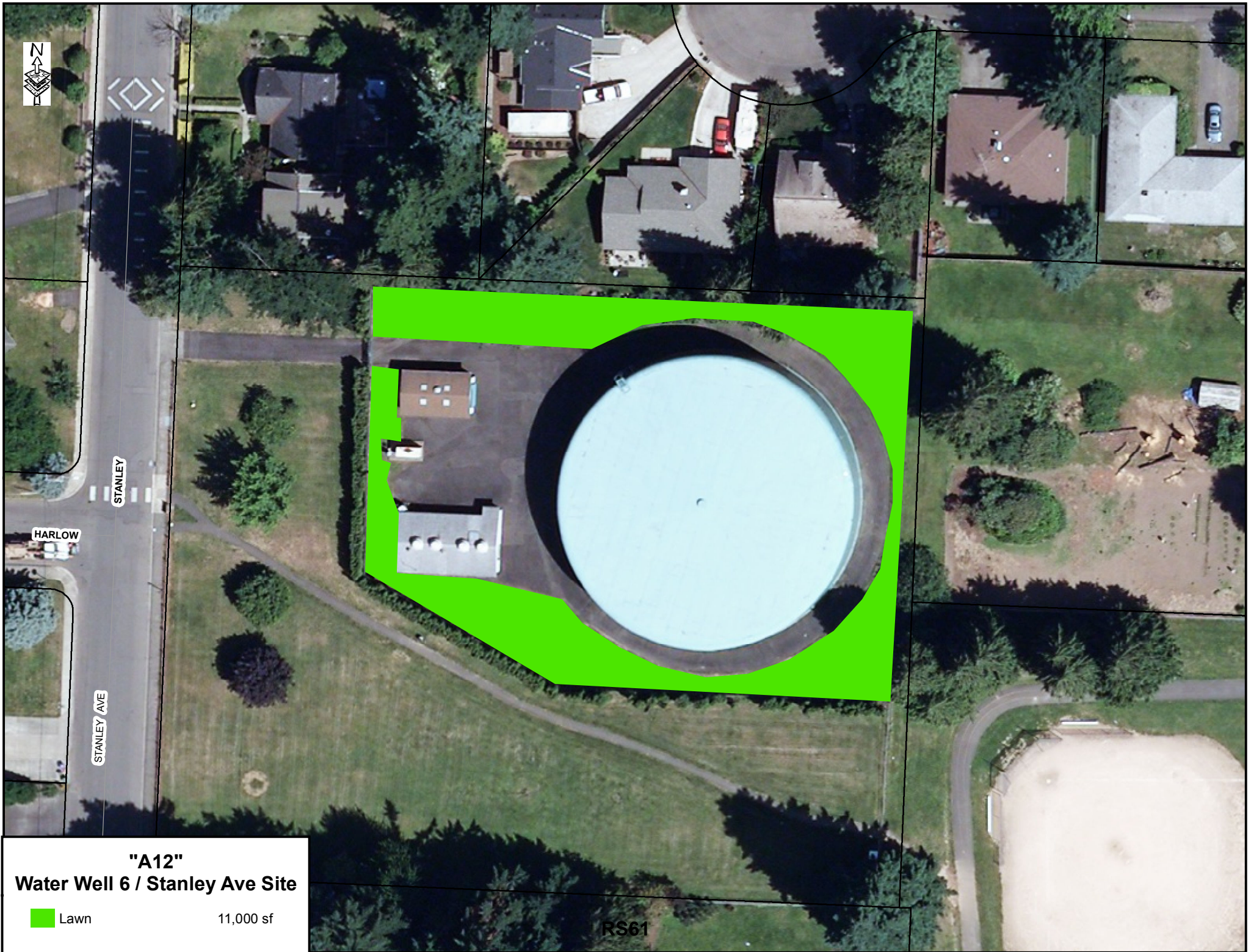


Lawn

8,300 sf

RS59





"A12"

Water Well 6 / Stanley Ave Site



Lawn

11,000 sf

RS61



"B12"

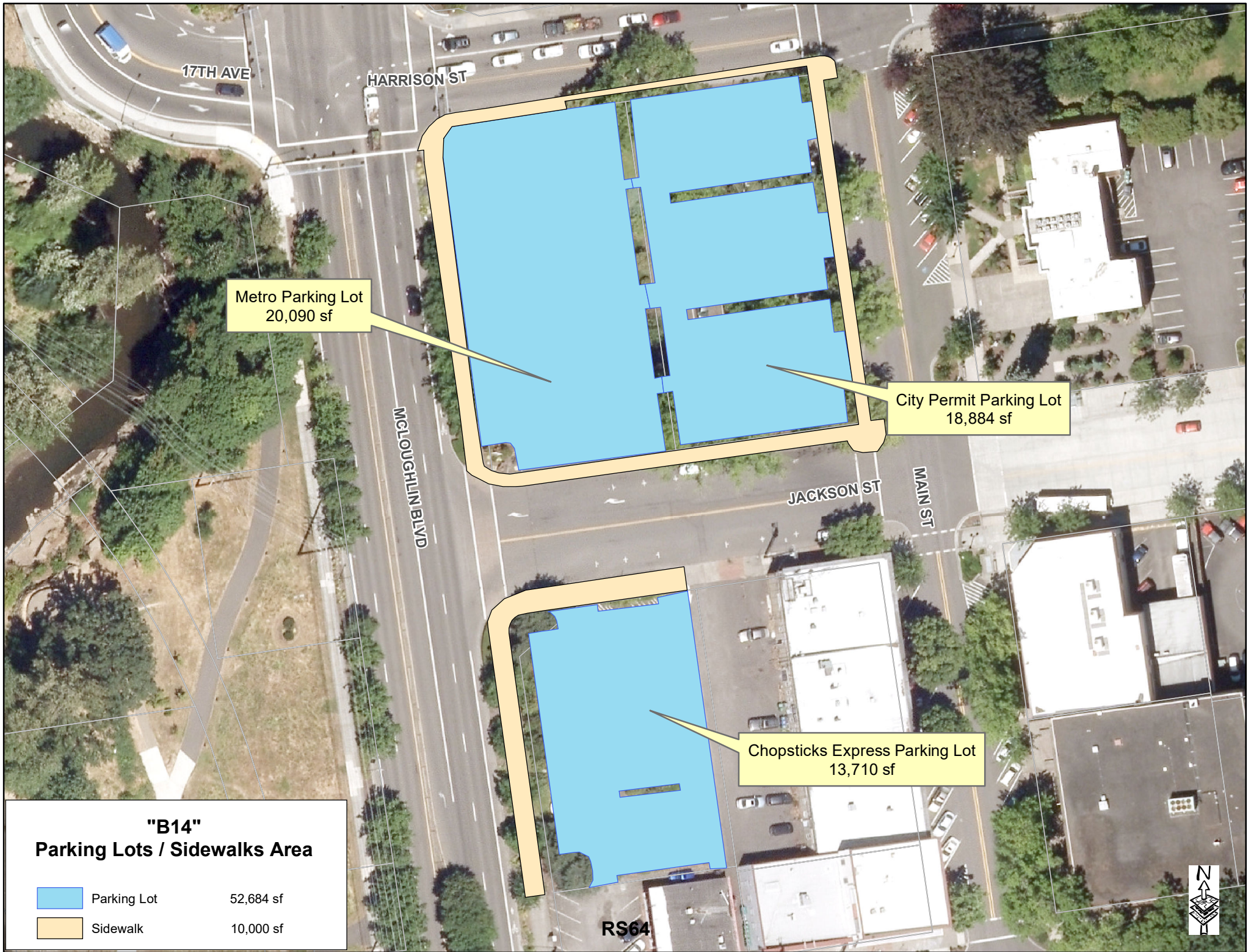
Downtown Landscape Areas



Planted Landscaping 1,300 sf

RS62





17TH AVE

HARRISON ST

Metro Parking Lot
20,090 sf

MCLOUGHLIN BLVD

City Permit Parking Lot
18,884 sf

JACKSON ST



MAIN ST

Chopsticks Express Parking Lot
13,710 sf

RS64

"B14"

Parking Lots / Sidewalks Area



	Parking Lot	52,684 sf
	Sidewalk	10,000 sf





"B15"

Planted Landscaping

-  Traffic Island-Planter 6,150 sf
-  Traffic Planter Strip 940 sf



COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING A PURCHASE AGREEMENT WITH R&R NURSERY FOR LANDSCAPE MAINTENANCE SERVICES THROUGH DECEMBER 31, 2025 IN THE AMOUNT OF \$ 105,000 PER YEAR, ESCALATED PER CONTRACT.

WHEREAS, the city requires landscape maintenance services for city properties; and

WHEREAS, the city issued a formal competitive solicitation in compliance with the city's Public Contracting Rules to contract for landscape maintenance services; and

WHEREAS, the evaluation panel reviewed the proposals and selected R&R Nursery as the contractor most qualified and fully able to perform the services requested.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, the city manager is authorized to execute a four (4) year purchase agreement with R&R Nursery for landscape maintenance services, which includes the option for up to one (1) two-year extension.

Introduced and adopted by the City Council on **December 1, 2020**.

This resolution is effective immediately.

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

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

From: Damien Farwell, Fleet and Facilities Supervisor

Subject: **Janitorial Services Contract Extension**

Date Written: Oct. 29, 2020

ACTION REQUESTED

Council is asked to authorize the city manager to sign an amendment extending the term of the contract 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 janitorial services at five of the city's buildings.

[December 20, 2016](#): Council authorized the execution of a contract with TVW, Inc. The contract was effective January 1, 2017, for an initial two-year term and included the option to extend up to two, two-year periods.

[December 18, 2018](#): Council authorized the execution of an amendment to extend the contract with TVW, Inc. The contract extension was effective December 31, 2018, and extended the contract to December 31, 2020. .

ANALYSIS

The contract between the city and TVW, Inc. has reached the end of the first of two, two-year extensions and staff requests Council's authorization to extend the term by exercising the second of the two available extensions. The amendment would extend the contract through December 31, 2022. The cost for janitorial services is approximately \$164,000 per year and included in the adopted budget for the 2021-2022 biennium.

Staff will continue to work closely with TVW, Inc. on the scope of services needed for each building, as well as any necessary changes to the scope of work deemed in the city's best interest.

BUDGET, WORKLOAD, & CLIMATE IMPACT

None.

COORDINATION, CONCURRENCE, OR DISSENT

None.

STAFF RECOMMENDATION

Staff recommends authorizing the resolution as proposed.

ALTERNATIVES

Council could reject the staff recommendation and direct staff to solicit interest from other QRFs. This alternative will leave the city without contracted janitorial services pending the completion of the solicitation process.

ATTACHMENTS

1. Contract with TVW, Inc.
2. Agreement Amendment #8
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

Allen Bethel, Division Manager

Printed Name & Title

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.

SPECIFICATIONS
(SCOPE OF WORK)

Area 1 (Total = 27,885 Square Feet)

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

Ledding Library
10660 SE 21st Avenue
Milwaukie, OR 97222
18,000 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 four (4) City facilities included in this specification, which are located at various locations throughout City limits. City spaces in this specification total approximately **60,220** 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 5:00pm. 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 18,000 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.

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 & family) and one (1) staff bathroom 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
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.

AREA 2

C. **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

D. **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.

E. **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 6:00am to 4:30pm, Monday through Friday. Cleaning of these areas shall be done after hours and on weekends.

F. **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 6:00am 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 Milwaukee 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 RESOLUTION

If Contractor fails to perform services as described in this Exhibit G, the City may withhold payment, in part or whole, for services not rendered. In the event services are not rendered, the City shall provide written communication to the Contractor that includes short-payment details, explanation of reason, and contact information for further communication prior to any partial payment being issued. If a resolution is agreed upon by both parties that results in issuance of the short-payment amount, then the City shall issue payment to the Contractor within 20 days of resolution.

If a resolution is agreed upon by both parties that results in a waiver of the invoiced amount, in part or whole, then the Contractor shall remove the agreed amount owed by the City from its receivable records.

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, job title, employee number, date of birth and if approved, CJIS clearance date. 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 centrally located trash containers into the dumpsters 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 trash liners shall be replaced daily.
- 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, DOORKNOBS, 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.

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.).
- 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)**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 trash receptacles. Replace liners and clean as necessary to maintain clean, odor-free containers.
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
Empty and clean outside entry trash cans and ash containers
Empty central recycling containers to trash company recycle container outside
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
Empty waste containers, wash as necessary and insert liners as required
DAILY & WEEKLY - LOCKER ROOMS
Daily = See Daily Restroom Cleaning (see Locker Room Cleaning Section 1.29)
Weekly = Clean and sanitize locker room showers, benches and floors (see Locker Room Cleaning Section 1.29)
DAILY - KITCHEN AREA / LUNCHROOMS
Wipe down/disinfect tables and chairs, sinks and appliance exteriors
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 (in JCB/PW Lunchroom Only)

WEEKLY - ALL AREAS
Dust chairs and table legs, office furniture, and tops of space dividers
Clean glass doors of all entries, adjoining glass panels and reception/counter security glass
Spot clean walls and cabinets
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
Wipe down and disinfect walls, doors and partitions in restrooms
Sweep all outside doorway entrances
Clean/disinfect exercise equipment (PSB Only)
Sweep and wet mop all floors using a disinfectant cleaner
Clean main entrance and employee rear entrance of cobwebs
Clean inside and outside of trash receptacles as needed
Mop all floor surfaces and entire stairwells
MONTHLY - ALL AREAS
Vacuum upholstered furniture
Clean elevator door tracks on each floor
Clean washable furniture and chair arms with disinfectant cleaner
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
Clean kick plates
EVERY THREE (3) MONTHS - ALL AREAS
Wipe down inside of microwaves and refrigerators
Dust and clean ceiling air vents
Low dust all baseboards and ledges
High dust horizontal surfaces (shelves, ledges, lights, blinds, etc.)
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

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.

Attachment 2**AMENDMENT #8 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 compensation amount for the initial period was \$332,542 for performance of services.

This amendment is as follows:

To extend the term of the agreement from December 31, 2020 to December 31, 2022 by exercising the second of two (2) two-year extensions.

To change the compensation by adding \$327,465.84 for the extended two-year duration, making the contract amount not to exceed \$1,039,746.47 over the life of the contract.

To change scope of work by repealing Exhibit F and adding the revised scope of work as described in Exhibit G. Revised scope includes replacing Section 1.22 (Non-Performance Resolution) in its entirety with the following:

1.22 NON-PERFORMANCE RESOLUTION

If Contractor fails to perform services as described in this Exhibit G, the City may withhold payment, in part or whole, for services not rendered. In the event services are not rendered, the City shall provide written communication to the Contractor that includes short-payment details, explanation of reason, and contact information for further communication prior to any partial payment being issued. If a resolution is agreed upon by both parties that results in issuance of the short-payment amount, then the City shall issue payment to the Contractor within 20 days of resolution.

If a resolution is agreed upon by both parties that results in a waiver of the invoiced amount, in part or whole, then the Contractor shall remove the agreed amount owed by the City from its receivable records.

This amendment shall be effective upon the date of complete execution, or January 1, 2021, whichever occurs later. 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_____
Ann Ober, City Manager
Print Name & Title_____
Date_____
Signature_____
Allen Bethel, Janitorial Manager
Print Name & Title_____
Date

SPECIFICATIONS
(SCOPE OF WORK)

Area 1 (Total = 27,885 Square Feet)

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

Ledding Library
10660 SE 21st Avenue
Milwaukie, OR 97222
18,000 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 four (4) City facilities included in this specification, which are located at various locations throughout City limits. City spaces in this specification total approximately **60,220** 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 5:00pm. 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 18,000 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.

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 & family) and one (1) staff bathroom 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
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.

AREA 2

C. **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

D. **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.

E. **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 6:00am to 4:30pm, Monday through Friday. Cleaning of these areas shall be done after hours and on weekends.

F. **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 6:00am 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 Milwaukee 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 RESOLUTION

If Contractor fails to perform services as described in this Exhibit G, the City may withhold payment, in part or whole, for services not rendered. In the event services are not rendered, the City shall provide written communication to the Contractor that includes short-payment details, explanation of reason, and contact information for further communication prior to any partial payment being issued. If a resolution is agreed upon by both parties that results in issuance of the short-payment amount, then the City shall issue payment to the Contractor within 20 days of resolution.

If a resolution is agreed upon by both parties that results in a waiver of the invoiced amount, in part or whole, then the Contractor shall remove the agreed amount owed by the City from its receivable records.

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, job title, employee number, date of birth and if approved, CJIS clearance date. 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 centrally located trash containers into the dumpsters 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 trash liners shall be replaced daily.
- 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, DOORKNOBS, 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.

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.).
- 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)**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 trash receptacles. Replace liners and clean as necessary to maintain clean, odor-free containers.
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
Empty and clean outside entry trash cans and ash containers
Empty central recycling containers to trash company recycle container outside
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
Empty waste containers, wash as necessary and insert liners as required
DAILY & WEEKLY - LOCKER ROOMS
Daily = See Daily Restroom Cleaning (see Locker Room Cleaning Section 1.29)
Weekly = Clean and sanitize locker room showers, benches and floors (see Locker Room Cleaning Section 1.29)
DAILY - KITCHEN AREA / LUNCHROOMS
Wipe down/disinfect tables and chairs, sinks and appliance exteriors
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 (in JCB/PW Lunchroom Only)

WEEKLY - ALL AREAS
Dust chairs and table legs, office furniture, and tops of space dividers
Clean glass doors of all entries, adjoining glass panels and reception/counter security glass
Spot clean walls and cabinets
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
Wipe down and disinfect walls, doors and partitions in restrooms
Sweep all outside doorway entrances
Clean/disinfect exercise equipment (PSB Only)
Sweep and wet mop all floors using a disinfectant cleaner
Clean main entrance and employee rear entrance of cobwebs
Clean inside and outside of trash receptacles as needed
Mop all floor surfaces and entire stairwells
MONTHLY - ALL AREAS
Vacuum upholstered furniture
Clean elevator door tracks on each floor
Clean washable furniture and chair arms with disinfectant cleaner
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
Clean kick plates
EVERY THREE (3) MONTHS - ALL AREAS
Wipe down inside of microwaves and refrigerators
Dust and clean ceiling air vents
Low dust all baseboards and ledges
High dust horizontal surfaces (shelves, ledges, lights, blinds, etc.)
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

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.

COUNCIL RESOLUTION No.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING AN AMENDMENT TO THE CONTRACT 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 at five of its major building sites; 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 2021-2022; and

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the city manager or their designee is authorized to sign Amendment #8 to the contract with TVW, Inc. for the second of two, two-year extensions for janitorial services.

Introduced and adopted by the City Council on **December 1, 2020**.

This resolution is effective immediately.

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. 12, 2020

From: Leila Aman, Community Development Director

Subject: **Housing Emergency and Renter Protection Measures**

ACTION REQUESTED

Council is asked to adopt two resolutions - one renewing the housing emergency ordinance 2117 and another renewing renter protection ordinance 2118.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[April 19, 2016](#): Council approved [Ordinance 2117](#), which authorized Council to declare a housing emergency in the city and approved [Ordinance 2118](#), Milwaukie Municipal Code (MMC) 5.60 (renter protections), which required landlords to provide 90 days' notice to tenants prior to a no-cause eviction.

[June 2, 2020](#): Council adopted [Resolutions 37-2020](#) and [38-2020](#) extending the housing emergency and maintaining renter protection measures, which extended the protections for a period of six months. Council approved [Ordinance 2192](#) amending the MMC to update the review period to every six months instead of triggering review every year (or quarter) the metropolitan region's vacancy rate rises above 4%.

BACKGROUND**Housing Emergency Ordinance**

On April 19, 2016, Council unanimously approved Ordinance 2117, which authorized the Council to declare a housing emergency, and adopted Resolution 46-2016, declaring a housing emergency in Milwaukie for a period of one year from the effective date of the resolution. Section 2 of Ordinance 2117 states that the "initial duration of a housing emergency shall not exceed one year but may be extended in six-month increments." The housing emergency has since been extended six times and is currently scheduled to expire on December 1, 2020.

Renter Protection Ordinance

On April 19, 2016, Council approved Ordinance 2118, creating MMC 5.60, which required landlords to provide tenants with 90 days' notice for no-cause evictions. No-cause evictions are defined as evictions for reasons other than those listed as "for cause" under Oregon Revised Statute (ORS) 90.392. For-cause evictions include, but are not limited to, failure to pay rent or a material violation of the rental agreement. MMC 5.60 outlines the applicability of the 90-day no-cause eviction provision as well as possible punitive damages for violating the provision and superseded the 30 days' notice that was required by state law as codified in ORS 90.427. The renter protection ordinance has since been renewed six times and is currently scheduled to expire on December 1, 2020.

ANALYSIS

At the October 13, 2020 study session, Council received an update on the Milwaukie Housing Affordability Strategy (MHAS). During that meeting, Council suggested the option of making the renter protection measure a permanent ordinance. Staff is still in the process of evaluating options for making the renter protection measure permanent and recommend Council renew the current housing emergency and renter protections via resolution for another 6 months. Staff will return to Council at a future date to provide Council with options and recommendation for making the renter protections permanent.

Council also requested additional information to determine if the housing emergency triggered anything else besides the 90 days' no cause ordinance. Staff are not aware of any other ordinances tied to the housing emergency. Generally, with the declared emergency, the Council may:

- A. Utilize city owned resources;
- B. Designate persons to coordinate the work of public, private, or nonprofit relief agencies responding to the housing emergency; or
- C. Order such other measures as may be necessary to protect the life, safety, and health of person, property, or the environment.

CLIMATE IMPACT

Housing affordability and climate action are closely linked due to the disproportionate impacts of energy burdens, environmental degradation, and pollution on the health of vulnerable communities. Measures taken by the city to protect the life, safety, and health of persons, property, or the environment will include consideration of Milwaukie's efforts to mitigate and adapt to climate change.

BUDGET IMPACTS

None.

WORKLOAD IMPACTS

Current staffing levels will continue to provide housing-related resources designed to help protect the life, safety, and health of Milwaukie residents.

COORDINATION, CONCURRENCE, OR DISSENT

The community development director, city attorney, and city manager discussed the existing renter protections and what steps need to be taken to make them permanent.

STAFF RECOMMENDATION

Staff recommends adoption of the housing emergency and renter protection resolutions.

ALTERNATIVES

Council could allow the housing emergency and renter protection to expire.

ATTACHMENTS

1. Resolution Authorizing Renewal of a Housing Emergency
2. Resolution Authorizing Renewal of Renter Protection
3. Ordinance 2117
4. Ordinance 2118 and 2192 Amending 2118



COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, EXTENDING THE HOUSING EMERGENCY

WHEREAS, Council approved Ordinance 2117 on April 19, 2016, which granted Council the authority to declare a housing emergency to address housing needs affecting the health, safety, and welfare of city residents; and

WHEREAS, in response to a combination of low vacancy rates and rapidly increasing rents and home sales prices, Council adopted Resolution 46-2016, which declared a housing emergency in the City of Milwaukie with an effective date of April 19, 2016; and

WHEREAS, Section 2 of Ordinance 2117 states that the initial duration of a housing emergency shall not exceed one year, but may be extended in six-month increments; and

WHEREAS, the Portland metropolitan region had the lowest residential vacancy rate in the nation as of the fourth quarter of 2015, estimated at 2.4%; and

WHEREAS, the region's low vacancy rate has resulted in significant rent increases over the last several years, including a 11.3% yearly increase as of the fourth quarter of 2015; and

WHEREAS, Milwaukie's proximity to Portland has resulted in increased gentrification and displacement of residents in recent years; and

WHEREAS, many city residents have experienced a decrease in inflation adjusted wages and a reduced ability to find adequate and affordable housing; and

WHEREAS, the combination of high rents and low vacancy rates has resulted in heightened housing uncertainty for many Milwaukie residents; and

WHEREAS, Milwaukie's average market vacancy for apartments reported in the Fall 2020 Multifamily NW Report was 3.46; and

WHEREAS, the yearly average for Milwaukie's apartment rental vacancy rate has not been above 5 percent in the time the city has had a declared housing emergency, and the vacancy rate for all rentals in the region has not been above 5 percent since 2016; and

WHEREAS, according to latest U.S. Census data, 21 percent of Milwaukie households are severely rent burdened, spending more than 50 percent of their income on housing expenses; and

WHEREAS, Council adopted the Milwaukie Housing Affordability Strategy (MHAS) on July 17, 2018, and has directed staff to implement policies and programs that improve housing affordability in the city; and

WHEREAS, the City Council finds that the uncertainty created by the possibility of losing affordable housing and houselessness is a danger to the public health, safety, and welfare; and

WHEREAS, a housing emergency exists when there is an immediate need to address the shortage of affordable housing in order to avoid human suffering.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milwaukie, Oregon, that the housing emergency established by Resolution 46-2016 is extended for a period of six months, with a new expiration date of June 1, 2021.

Introduced and adopted by the City Council on **December 1, 2020**.

This resolution is effective immediately.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney



COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, MAINTAINING THE RENTER PROTECTION MEASURES IN MILWAUKIE MUNICIPAL CODE (MMC) 5.60 ESTABLISHED BY ORDINANCE 2118.

WHEREAS, On April 19, 2016, Council approved Ordinance 2118, which established new regulations for no-cause evictions in MMC 5.60 and declared an emergency; and

WHEREAS, Section 2 of Ordinance 2118 was modified by Ordinance 2192 to provide for Council reconsideration of the renter protection measures in MMC 5.60 every six months, which was consistent with Council review of the housing emergency declaration;

WHEREAS, according to the U.S. Census quarterly update, the Portland metropolitan region's vacancy rate was 3.7 percent for the third quarter of 2020; and

WHEREAS, Milwaukie's average market vacancy for apartments reported in the Fall 2020 Multifamily NW Report was 3.46; and

WHEREAS, the yearly average for Milwaukie's apartment rental vacancy rate has not been above 5 percent in the time the city has had a declared housing emergency, and the vacancy rate for all rentals in the region has not been above 5 percent since 2016; and

WHEREAS, according to latest U.S. Census data, 21 percent of Milwaukie households are severely rent burdened, spending more than 50 percent of their income on housing expenses; and

WHEREAS, Milwaukie's vacancy rate has been consistently lower than the region's, with a Spring 2020 survey from Multifamily NW showing a local vacancy rate of 3.7%, the third lowest in the region; and

WHEREAS, the city has not adopted a tenant relocation ordinance requiring landlords to pay for tenant moving expenses in the event of a no cause eviction; and

WHEREAS, the state legislature adopted Oregon Senate Bill (SB) 608 in February 2019, which aimed to prohibit no-cause evictions in most situations; and

WHEREAS, renter protection measures extend protection to renters by providing an additional 60 days' notice than SB 608 for a total of 90-days' notice and the city desires to maintain the additional renter protection measures provided in MMC 5.60; and

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the renter protection measures outlined in MMC 5.60 are extended for a period of six months, until June 1, 2021 .

Introduced and adopted by the City Council on **December 1, 2020**.

This resolution is effective immediately.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

**CITY OF MILWAUKIE***"Dogwood City of the West"***Ordinance No. 2117**

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY COUNCIL TO DECLARE A HOUSING EMERGENCY UNDER SPECIFIED CIRCUMSTANCES, DEFINING DURATION AND CITY COUNCIL POWERS DURING A HOUSING EMERGENCY AND DECLARING AN EMERGENCY

WHEREAS, the Portland metropolitan region had the lowest residential vacancy rate in the nation as of the fourth quarter of 2015, estimated at 2.4%; and

WHEREAS, the region's low vacancy rate has resulted in significant rent increases over the last several years, including a 11.3% yearly increase as of the fourth quarter of 2015; and

WHEREAS, Milwaukie's proximity to Portland has resulted in increased gentrification and displacement of residents in recent years; and

WHEREAS, at the same time, many city residents have experienced a decrease in inflation adjusted wages and a reduced ability to find adequate and affordable housing; and

WHEREAS, the combination of high rents and low vacancy rates has resulted in heightened housing uncertainty for many Milwaukie residents; and

WHEREAS, the City Council finds that the uncertainty created by the possibility of losing affordable housing and homelessness is a danger to the public health, safety and welfare,

Now, Therefore, the City of Milwaukie does ordain as follows:

- Section 1. The City Council is authorized to declare a housing emergency when there is an immediate need to address the shortage of affordable housing, in order to avoid human suffering.
- Section 2. The initial duration of a housing emergency shall not exceed one year, but may be extended in six-month increments.
- Section 3. The Milwaukie City Council shall terminate a housing emergency by resolution when the emergency no longer exists or when the threat of an emergency has passed.

- Section 4. Upon the declaration of a housing emergency, in addition to any other powers that may be exercised by a local government, the City Council may:
- A) Utilize City owned resources;
 - B) Designate persons to coordinate the work of public, private or nonprofit relief agencies responding to the housing emergency;
 - C) Order such other measures as may be necessary to protect the life, safety and health of persons, property or the environment.

Section 5. Emergency. With increasing housing uncertainty and fear of homelessness for city residents, this Ordinance is necessary for the immediate protection of public health, safety and general welfare; therefore an emergency is declared to exist and this Ordinance shall become effective upon the date of its adoption.

Read the first time on 4/19/16, and moved to second reading by 5:0 vote of the City Council.

Read the second time and adopted by the City Council on 4/19/16.

Signed by the Mayor on 4/19/16.

APPROVED:

Approved by Milwaukie City Council this 19th day of April, 2016.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Jordan Ramis PC



Pat DuVal, City Recorder



City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Ordinance No. 2118

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, RELATING TO RENTER PROTECTIONS, ESTABLISHING NEW CODE CHAPTER 5.60 AND DECLARING AN EMERGENCY

WHEREAS, the Portland metropolitan region had the lowest residential vacancy rate in the nation as of the fourth quarter of 2015, estimated at 2.4%; and

WHEREAS, the region's low vacancy rate has resulted in significant rent increases over the last several years, including a 11.3% yearly increase as of the fourth quarter of 2015; and

WHEREAS, Milwaukie's proximity to Portland has resulted in increased gentrification and displacement of residents in recent years; and

WHEREAS, the combination of high rents and low vacancy rates has resulted in heightened housing uncertainty for many Milwaukie residents; and

WHEREAS, in recognition of the impact of the low residential vacancy rates and increasing rents, the Milwaukie City Council has declared a housing emergency; and

WHEREAS, the Milwaukie City Council has authority under Ordinance No. 2117 to take legislative action to provide adequate written notice of a no cause termination; and

WHEREAS, the Residential Landlord and Tenant Act (ORS Chapter 90) allows for no-cause terminations of month-to-month rental agreements with 30 days' notice during the first year of a tenant's occupancy, and with 60 days' notice after the first year of occupancy; and

WHEREAS, the Milwaukie City Council has determined that 30 or 60 days is not adequate time for displaced tenants to find and secure new rental housing; and

WHEREAS, in order to provide tenants enough time to find and secure a new rental unit, the minimum written notice of a no cause termination of tenancy should be 90 days.

Now, Therefore, the City of Milwaukie does ordain as follows:

Section 1. A new Chapter 5.60 is adopted and added to the Municipal Code of Milwaukie which will read as follows:

5.60 Milwaukie Renter Additional Protections

5.60.010 Purpose and Intent. The purpose of this Section is to provide residential renters in the City of Milwaukie with adequate protections in the event that they are served with a no cause eviction.

5.60.020 Definitions.

Act – the Residential Landlord and Tenant Act, codified in Chapter 90 of the Oregon Revised Statutes. For the purposes of Chapter 5.60, capitalized terms have the meaning set forth in the Act.

5.60.030 Applicability. The following apply to Tenants of Dwelling Units within the boundaries of the City of Milwaukie, which are in addition to the requirements and protections set forth in the Act:

A. A Landlord may terminate a Rental Agreement without a cause specified in the Act (“no cause eviction”) only by delivering a written notice of termination to the Tenant of (a) not less than 90 days before the termination designated in that notice as calculated under the Act; or (b) the time period designated in the Rental Agreement, whichever is longer. This requirement does not apply to Rental Agreements for Week-to-week tenancies or to Tenants that occupy the same Dwelling Unit as the Landlord.

B. A Landlord that fails to comply with any of the requirements set forth in this Section 5.60.030 shall be liable to the Tenant for an amount up to three months’ Rent as well as actual damages, reasonable attorney fees and costs (collectively, “Damages”). Any Tenant claiming to be aggrieved by a Landlord’s noncompliance with the foregoing has a cause of action in any court of competent jurisdiction for Damages and such other remedies as may be appropriate.

Section 2. The Milwaukie City Council shall reconsider the protections herein if the Portland metropolitan region’s residential vacancy rate rises above 4%, or after one year, whichever occurs first.

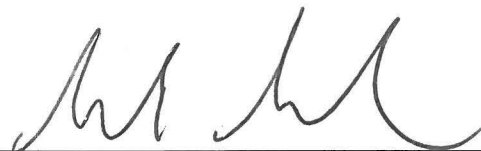
Section 3. Emergency. With increasing housing uncertainty and fear of homelessness for city residents, this Ordinance is necessary for the immediate protection of public health, safety and general welfare; therefore an emergency is declared to exist and this Ordinance shall become effective upon the date of its adoption.

Read the first time on 4/19/16, and moved to second reading by 5:0 vote of the City Council.

Read the second time and adopted by the City Council on 4/19/16.

Signed by the Mayor on 4/19/16.

APPROVED: Approved by Milwaukie City Council on 4/19/16.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder



City Attorney



COUNCIL ORDINANCE No. 2192

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING ORDINANCE 2118 RELATING TO RENTER PROTECTIONS AND ESTABLISHING NEW CODE CHAPTER 5.60 AND DECLARING AN EMERGENCY.

WHEREAS, Milwaukie's Municipal Code (MMC) Chapter 5.60 governs the city's renter protections; and

WHEREAS, the Milwaukie City Council has authority under Ordinance No. 2117 to take legislative action to provide adequate written notice of a no-cause evictions; and

WHEREAS, the Milwaukie City Council has declared a housing emergency due to low vacancy rates, high rents, and lack of affordable housing opportunities, which must be renewed every six months; and

WHEREAS, the renter protections are enabled through the housing emergency.

Now, Therefore, the City of Milwaukie does ordain as follows:

Section 1. Section 2 of Ordinance 2118 is amended as shown in exhibit A.

Read the first time on **June 2, 2020** and moved to second reading by **5:0** vote of the City Council.

Read the second time and adopted by the City Council on **June 2, 2020**.

Signed by the Mayor on **June 2, 2020**.

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. 18, 2020

From: Scott Stauffer, City Recorder

Subject: **Executive Sessions News Media Policy Adoption**

ACTION REQUESTED

Council is asked to consider a resolution adopting an executive session news media policy.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

October 15, 1996: Council adopted [Ordinance 1812](#), which amended the Milwaukie Municipal Code (MMC) related to public meetings and executive sessions.

December 2012: The most recent revisions to [City Policy 100.3](#) were made. This policy includes the city's only official definition of media.

[January 7, 2020](#): Council discussed existing code and policies related to executive sessions and the media. Council directed staff to prepare a draft executive session news media policy and look at possible revisions to related code and policies.

[November 17, 2020](#): Council reviewed a draft executive session news media policy, provided feedback, and directed staff to prepare a resolution to adopt the policy.

ANALYSIS

As noted in previous reports, certain matters of city business require Council to meet in a closed-door type of meeting called an executive session. As outlined in state law (see Oregon Revised Statute 192.660(2)), news media representatives are permitted to attend executive sessions but are not allowed to report on what they hear. The proposed policy is intended to provide clarity for city staff and Council about what constitutes news media and its representatives for the purpose of attending an executive session.

The attached policy includes revisions requested by Council on November 17.

In addition to the proposed City Policy 100.4, the resolution would also amend City Policy 100.3 to reflect the updated definition of news media as outlined in Policy 100.4. An edited version of Policy 100.3 is attached.

BUDGET, CLIMATE, & WORKLOAD IMPACTS

There are no financial, climate, or workload impacts associated with this item.

COORDINATION, CONCURRENCE, OR DISSENT

The city recorder worked with the city attorney, the assistant city manager, and communications program manager on the proposed executive session media policy.

STAFF RECOMMENDATION

Staff recommends that Council adopt the proposed policy.

ALTERNATIVES

Council may decline to adopt the proposed policy.

ATTACHMENTS

1. Resolution
2. Proposed Policy 100.4
3. Revised Policy 100.3

COUNCIL RESOLUTION No.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ADOPTING CITY POLICY 100.4 EXECUTIVE SESSION NEWS MEDIA POLICY AND UPDATING CITY POLICY 100.3 MEDIA MANAGEMENT.**

WHEREAS, Oregon Revised Statute (ORS) 192.660(2) allows public bodies to meet in executive session; and

WHEREAS, ORS 192.660(2) allows news media representatives to attend executive sessions; and

WHEREAS, as allowed by state law, the City Council wishes to outline the city's process for determining how news media representatives may be identified and permitted to attend executive sessions; and

WHEREAS, the city has developed an Executive Session News Media Policy (City Policy 100.4) to outline such a process, which includes the definition of news media; and

WHEREAS, City Policy 100.3 Media Management also addresses the city's interactions with news media entities and will be updated to reflect the definition in City Policy 100.4.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that City Policy 100.4 Executive Session News Media, attached as Exhibit A, is adopted and the related changes to City Policy 100.3 Media Management noted in Exhibit B, are adopted.

Introduced and adopted by the City Council on **December 1, 2020**.

This resolution is effective immediately.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney



SUBJECT: Executive Session News Media	EFFECTIVE: December 1, 2021 REVIEWED: December 2020 REVISED:
CATEGORY: 100 POLICY NUMBER: 100.4	CROSS REFERENCE: Milwaukie Municipal Code Chapter 2.04.090 – Executive Sessions (Ordinance 1812) Resolution XX-2020 – adopting this policy

Purpose

The purpose of this policy is to provide guidelines for determining what is a news media organization and who is a representative of the news media for the purposes of the city's compliance with Oregon Revised Statute (ORS) 192.610(2) and ORS 192.660(4) as it relates to attendance at executive session meetings.

Objective

ORS 192.610(2) provides that any meeting or part of a meeting of a governing body may deliberate in closed meetings on certain matters; and ORS 192.660(4) provides that representatives of the news media will be allowed to attend executive sessions, but that the governing body may require that specified information be undisclosed. This policy defines news media organizations and who is a representative of the news media for access into executive sessions.

Scope

This policy applies to all executive session meetings held by any governing or advisory body of the city as outlined by ORS 174.109. This includes, but is not limited to, City Council and city boards, committees and commissions meetings held in-person or by phone or video conference.

Definitions

News Media: Online, digital, radio, television or print entities that provide information for public consumption.

News Media Organization: Any entity formally organized for the purpose of gathering and disseminating news through radio, television, print, online or digital formats.

News Media Representative: An employee, agent or contractor of a news media organization who is engaged in the act of gathering news for that news media organization.

Policy

Attendance at Executive Session Meetings: As permitted by state law, it is the policy of the City of Milwaukie that news media representatives may attend executive sessions.

Attendance Request Process

To determine whether someone requesting permission to attend an executive session is a representative of the news media, the following procedure will be followed:

1. Any person who wishes to attend an executive session must:
 - a. Submit a written request to attend an executive session to the city recorder; and
 - b. Provide evidence that the person is an employee, agent, or contractor of a news media organization who is engaged in the act of gathering news for that news media organization; see Section 2 below for acceptable forms of evidence.
 - c. The request to attend an executive session should include the following:
 - i. Requestor's Name;
 - ii. Requestor's News Media Organization Name;
 - iii. The date of the executive session they wish to attend; and
 - iv. A statement that they agree to abide by state law and to not disclose anything said during the executive session.
 - d. Requests should be submitted within a reasonable amount of time before the executive session to allow staff time to verify and respond to the request. In most instances, a request should be submitted at least 48 hours before the meeting; when meetings are called with 24 hour notice, a request should be submitted in a reasonable amount of time which would be defined by staff's ability to receive and consider a request during normal business hours.
2. Upon receiving a request, the city recorder will consult with the city manager and other staff as appropriate to review the request. The following guidelines will be used to determine if the requestor will be permitted to attend the executive session.
 - a. Whether the required pieces of information have been submitted (see Section 1. C. above).
 - b. Whether proof has been submitted to confirm that the person is associated with a recognized news media organization. Such proof can come in the form of the following:
 - i. **Press identification:** press badge or identification issued by a recognized news media organization, plus proof of identity (such as a driver's license);
 - ii. Proof of a **recently published news article** by a news media organization with the person's byline, or a masthead showing the person's name as a member of the editorial staff of a recognized news media organization, plus proof of identity; or
 - iii. **A letter from an editor** on letterhead of a recognized news media organization in which the editor states that the reporter is covering the meeting for the news media organization, plus proof of identity (freelancers must have clippings or proof of work with a recognized news media organization within the last six months); and
 - c. In addition, the city will consider whether there is satisfactory information to confirm that the person is gathering news, even though the information discussed or

considered in executive session may not be disclosed in any form, and/or to any other person.

3. If the requestor fails to provide any of the necessary information outlined above, or if the news media organization is not recognized as outlined in this policy, the person will not be allowed to attend an executive session. If the city has reason to believe that the person has submitted false information or has previously failed to comply with this policy regarding disclosure of information properly within the scope of previous executive sessions, the city may refuse permission for the person to attend the executive session.

The city may consider any relevant evidence provided or gathered in deciding whether a person is a representative of the news media. The city's decision to recognize or not to recognize a person as a representative of the news media, and/or to grant permission to attend an executive session, is a quasi-judicial decision reviewable as provided by ORS 34.010 to 34.100.

Exempt Executive Session Topics

As allowed by state law, if the executive session is for the purpose of discussing labor negotiations, or current litigation or litigation likely to be filed, and the member of the news media is a party to the litigation or is an employee, agent or contractor of a news media organization that is a party to the litigation, the person will not be allowed to attend the executive session.

Cameras and Other Recording Devices

Cameras, tape recorders, and other recording devices may not be used in executive sessions, except by city staff for the purposes of preparing the meeting record.

Contact

For more information about this policy, contact the Office of the City Recorder at ocr@milwaukieorgon.gov or 503.786.7502.



Personnel and Administrative Policy and Procedure

SUBJECT: Media Management	EFFECTIVE DATE: July 1, 2003 REVIEWED: REVISED: December 2012 2020
CATEGORY: 100 POLICY NUMBER: 100.3	CROSS REFERENCE: <u>Resolution XX-2020</u>

Purpose: This policy speaks to the treatment of the news media and sensitive information by city employees in a reactive scenario. It does not address the role of the city's employees or the Public Information Officer (PIO) in the execution of public relations activity, which is a proactive scenario designed to generate positive attention about the City or its activities.

Relationships of trust and confidence with the news media and the community are extremely important to the fulfillment of the many missions of the City. Uninformed responses to news media inquiries can cause public confusion as well as damage to the City's programs and credibility. Inconsistent or hasty responses concerning developing issues affecting the City can detract seriously from the ability of the City and its individual professionals to complete their tasks in a professional manner. Ignoring media inquiries can result in imaginative or speculative journalism that is detrimental to the City. Furthermore, if city staff continuously ignores a reporter's request for information, it very well may create a relationship in which the reporter may be predisposed to ignore a City request for publishing information. If the ~~Public Information Officer~~ PIO is not informed promptly of issues that concern the City's business, it may become impossible to provide complete, accurate and timely information when inquiries are received.

Definitions

~~Media: Radio, Television and Print organizations that provide information for public consumption.~~

News Media: Online, digital, radio, television or print entities that provide information for public consumption.

Press Release: A document sent to media outlets informing the reporter of basic information they will use in developing a news story. A ~~pPress rRelease~~ should include the basic who, what, when, where, and why of a given event or happening, and also include the contact information of those most directly involved.

Tip: A more informal transmittal of a story idea to a reporter. Often less informative than a press release, and is often conveyed verbally, rather than written.

On the Record: When speaking with a reporter "~~On-on~~ the record," anything you say can be attributed to you in a news story.

Off the Record: Going "~~Off~~ the record" with a reporter means you do not wish to be linked with the information you are transmitting. Can be potentially damaging, as "off the record" can mean different things to different reporters.

Source: Anyone who provides information for a news story.

PIO: Public Information Officer (~~PIO~~), the organization's primary contact with media outlets.

Police PIO: Police Public Information Officer.

Deadline: The date and time the reporter must file their story before being disseminated to the public.

Hook: The main piece of information or concept the reporter will build the rest of their story around.

Objective: This administrative procedure seeks to inform the city staff, the council and the public of how the ~~c~~City's media interface should function in general terms. Specific situations may warrant ad hoc consultation with the ~~Public Information Officer~~PIO, the ~~c~~City ~~m~~Manager and/or the immediate supervisor of the employee in a ~~given~~ situation.

Scope: This policy applies to all employees, city officials, or other personnel of the City of Milwaukie.

Policy: The ~~c~~City's policy regarding reactive news media contacts is generally, to encourage all employees or other representatives of the ~~c~~City, to be forthcoming, accurate, consistent and responsible with information about the ~~c~~City or its affairs. As a public agency, the ~~c~~City has a responsibility to share almost all ~~c~~City information with the public. The only exceptions to this rule include information about personnel matters, active real estate negotiations, or litigation actions. In the interest of projecting the most credible, professional stewardship of public affairs, it is the policy of this ~~c~~City to opt for full public disclosure when a controversial matter may be generating media curiosity. While this may appear to be "bad press" in the short term, it preserves the integrity and credibility of the ~~c~~City as a public agency in the long run. This is not to say that we must actively publicize the controversies, mistakes and crises of our public officials or public servants. But that we must be prepared to respond professionally and ethically in these situations. To put it plainly, mistakes are bad, but cover-ups about mistakes are worse.

Guidelines for Use

- All contacts with the media should be reported to the ~~Public Information Officer~~PIO prior to the occurrence if possible. If that is not possible then they must be reported to the PIO within 24 hours of the occurrence.
- Contacts with the media should not be used by the city employee or public official to advance a personal agenda or endeavor.
- Contacts with the media should be polite, factual, accurate and timely.
- Written contacts with the media should be on ~~c~~City letterhead.
- Email contacts with the media should include the originator's full contact info, title and credentials (if appropriate). The PIO should be copied on them or forwarded them.
- Verbal contacts with the media should be documented by the employee or official having such contact, so that they and/or the ~~c~~City are protected, and the misinformation can be credibly corrected.
- When there is dispute about the accuracy of ~~c~~City-generated information, the ~~Public Information Officer~~PIO is to be notified and is charged with clarifying the facts.
- Press releases should be reviewed and approved by the PIO before issuance.

Procedures, Equipment and Training

The ~~c~~City's news media policy requires observance of the following procedures:

The ~~c~~City's employees are responsible for exercising judgment in the early identification of issues which are likely to generate public attention and news media interest. At the earliest possible opportunity, employees should call these matters to the attention of the ~~Public Information Officer~~PIO. Inquiries from legislators or other government officials (local, state, and national) are also important to identify because they may have an immediate media impact.

If a request for an immediate interview is received, the person receiving the request should advise and consult with the ~~Public Information Officer~~PIO and/or their supervisor in advance of the interview whenever possible. Routine requests for information regarding on-going programs or projects would be the exception to this rule.

No press releases may be issued with ~~c~~City letterhead under any circumstances without the prior express authorization of the ~~Public Information Officer~~PIO. In the case of the police department, this authorization may come from the ~~p~~Police ~~d~~Department's ~~Public Information officer~~PIO, who will follow up with the ~~c~~City's general PIO.

Members of the bargaining units who are contacted by the media as officers or members of the union to speak on union issues, are not obligated to report such contact to the ~~Public Information Officer~~PIO. Furthermore, they may also grant an interview with the media regarding union issues without consulting with the ~~Public Information Officer~~PIO.

Equipment needed for media management may include any information conveyance tool from a note pad to a database to a tape recorder to a camera. Typical office equipment is generally used to convey, interpret or prepare information.

Training needed for media management may include basic courses in writing, reporting, public speaking, graphic design, website development, conflict resolution, emergency management or courses in using another language if the situation requires it.

Responsibilities

PIO:

- The Public Information Officer is the guardian of the public trust. The PIO may at times be required to verify, corroborate, or expand upon information that has been initially conveyed by another city employee or city official.
- To write or edit, and ultimately approve press releases, official statements, or press conference transcripts.
- Organize and conduct press conferences when the need arises.
- Represent the ~~c~~City in this capacity when the ~~emergency operations center~~ (EOC) is activated. A back up PIO should be designated as well during an EOC activation. When an EOC is activated the PIO reports to the ~~i~~ncident ~~c~~ommander.

Staff:

- To check with the PIO before issuing press releases.
- To notify the PIO or ~~c~~City ~~m~~anager prior to giving a statement to the press if possible. If that is not possible, then within 24 hours.



RS Agenda Item

7

Business Items

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Nov. 23, 2020

Reviewed: Leila Aman, Community Development Director, and
Laura Weigel, Planning Manager

From: Vera Kolias, Senior Planner

Subject: **Comprehensive Plan Implementation – Project Update – Code Audit**

ACTION REQUESTED

None. This is a project update.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[September 15, 2020](#): Staff provided Council with a project update.

ANALYSIS

This update relates to the code audit portion of the Comprehensive Plan implementation project. Prior to consultant selection and receipt of the grant award, community development, public works, and planning staff conducted a preliminary code audit that identified existing code conflicts with both plan policies and Oregon House Bill 2001 requirements. The preliminary code audit was shared with Urbsworks, the consultant firm who is now conducting a detailed code analysis and will produce a final map and code audit report. This report will set the stage for the detailed code concept development.

The Comprehensive Plan Implementation Committee (CPIC) received an update on the code audit at its meeting on [November 19](#). Staff will provide an update on the code audit report and feedback from the CPIC at the work session.

Staff will also provide an update to Council on community engagement efforts to date, including any available information about the results of the first [virtual open house](#). Emails, fliers, and bookmarks with information about the project and all open house materials were provided (in both English and Spanish) to:

- City boards and committees;
- Project subscriber list;
- Comprehensive Plan email list;
- Posted to city social media;
- North Clackamas School District social media and email lists;
- Printed materials at the holiday farmers market;
- Hillside Manor (hard copies of all materials, including surveys and pre-paid envelopes)
- Wichita Center (hard copies of all materials, including surveys and pre-paid envelopes added to all food boxes); and
- Ledding Library.

BUDGET IMPACT

The active consultant contract runs through July 31, 2021.

WORKLOAD IMPACT

Staff from community development, planning, and public works departments have been assigned to work on this project. Coordination began in March.

CLIMATE IMPACT

The objective of the implementation project is code amendments that will support a variety of housing opportunities throughout the city, including middle housing, and an updated tree code that will help the city achieve its stated goal of a 40% tree canopy.

COORDINATION, CONCURRENCE, OR DISSENT

Community development, planning, engineering, city manager's office, and public works staff will be working on this project.

ATTACHMENTS

None.

COMPREHENSIVE PLAN IMPLEMENTATION PROJECT - UPDATE

City Council Worksession
December 1, 2020
Vera Kolas, Senior Planner



ACTIVITIES TO DATE

- Consultant
 - Code audit: draft submitted – in revision
- Consultant and Staff
 - Stakeholder interviews – completed
- CPIC
 - Mtg #3 on 11/19
 - Joint mtg on 12/17: code concepts (DLC & Tree Bd)
- Public Event #1: 11/12 – 11/29



STAKEHOLDER INTERVIEWS – KEY THEMES

- People love the neighborhoods in Milwaukee
- General acceptance of the benefits of middle housing
 - Concern that when built, it won't be affordable
 - Concern about design – integration in n-hoods
- Desire to be bold in our approach



OUTREACH TO DATE

- Nov 2020 Pilot article
- City social media
- NCSD social media and emails
- Email blasts
 - All NDAs, boards, and committees: X2
 - Project, Comp Plan, BIPOC email lists
- Hard copies of ALL materials: Library, Wichita Center, Hillside, Farmers Market



VIRTUAL OPEN HOUSE – BY THE NUMBERS

- English site:
 - 93: completed surveys
 - 416: people who have visited the main page
 - 230: people who have clicked through stations
 - 96: people who have provided feedback
- Spanish site:
 - 0: completed surveys (2 people have opened it)
 - 42: people who have visited the main page
 - 3: people who have clicked through stations



NEIGHBORHOOD CONDITIONS



A

Neighborhood: Lake Road
Zone: R-5 south of Washington, R-2 north of Wk
 Typical lot size varies 16,000 - 42,000 square feet
 Typical lot dimensions: varies 50-125 feet wide, 225-350 feet deep
 Building placement: varies, flag lots
 Building type: varies
 Street character: paved with sidewalks and plant strip
 Street classifications: primarily minor residential
 Sidewalks: yes
 Street trees: Some
 Private trees: bigger older trees, especially on large lots
 Parking: on-street parking



B

Neighborhood: Island Station
Zone: R-5
 Typical lot size varies 5,000, 10,000, 20,000 square feet
 Typical lot dimensions: 50 feet wide, 100 - 200 feet deep
 Building placement: varies, facing street
 Building type: varies
 Street character: unimproved paving, gravel shoulder, narrow, no sidewalks
 Street classifications: primarily minor residential
 Sidewalks: no
 Street trees: no
 Private trees: bigger older trees, especially on large lots
 Parking: informal on gravel shoulder, entrance to Elk Rock Island on base



C

Neighborhood: Lewelling
Zone: R-7
 Typical lot size 7,000 square feet
 Typical lot dimensions: 70 feet wide by 100 feet deep
 Building placement: facing street, 15 foot setback plus 12 foot sidewalk easement
 Building type: 1900s single-story ranch, 1,000 - 1,500 sf
 Street character: paved, 30 feet wide, curb
 Street classifications: primarily minor residential
 Sidewalks: no
 Street trees: minimal
 Private trees: smaller tree canopy
 Parking: mostly off-street



D

Neighborhood: Lake Road
Zone: R-7 and R-10
 Typical lot size varies 30,000 - 60,000 square feet
 Typical lot dimensions: varies 100 feet wide, 300-600 feet deep
 Building placement: varies
 Building type: varies, 1900s - 1990s 2-story
 Street character: unimproved paving, gravel shoulder, narrow, no sidewalks
 Street classifications: primarily minor residential
 Sidewalks: minimal
 Street trees: minimal
 Private trees: large tree canopy, bigger older trees, especially on large lots
 Parking: informal on gravel shoulder



E

Neighborhood: Ardenvale
Zone: R-7
 Typical lot size 16,000 square feet
 Typical lot dimensions: 75 feet wide, 240 feet deep
 Building placement: varies, facing street
 Building type: 1920s-1940s, 1.5 stories, 1,500 - 2,000 sf
 Street character: unimproved paving, gravel shoulder, narrow no sidewalks
 Street classifications: primarily minor residential
 Sidewalks: no
 Street trees: minimal
 Private trees: modest tree canopy
 Parking: informal on gravel shoulder



F

Neighborhood: Lake Road
Zone: R-5
 Typical lot size 5,000 square feet
 Typical lot dimensions: 50 feet wide x 100 feet deep
 Building placement: varies, facing street
 Building type: 1920s-1940s era, 1.5 stories, 1,500 - 2,000 sf
 Street character: paved with sidewalks and plant strip
 Street classifications: primarily minor residential
 Sidewalks: yes
 Street trees: minimal
 Private trees: modest tree canopy
 Parking: on-street parking



G

Neighborhood: Historic Midway
Zone: R-2
 Typical lot size 5,000 square feet
 Typical lot dimensions: 50 feet wide x 100 feet deep
 Building placement: varies, facing street
 Building type: 1900s-1940s, 1.5 stories, 1,500 - 2,000 sf
 Street character: paved with sidewalks and plant strip
 Street classifications: primarily minor residential
 Sidewalks: yes
 Street trees: moderate
 Private trees: modest tree canopy
 Parking: on-street parking



H

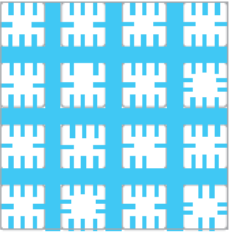
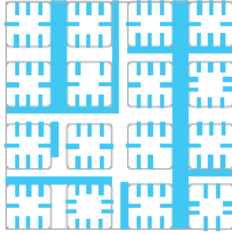
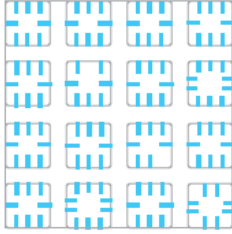
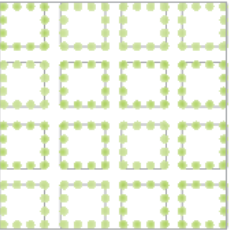
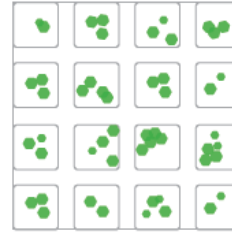
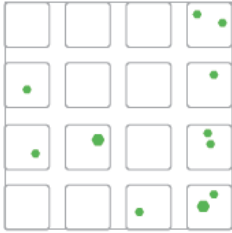
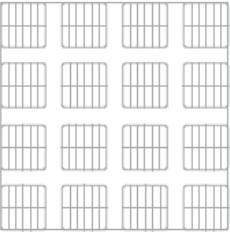
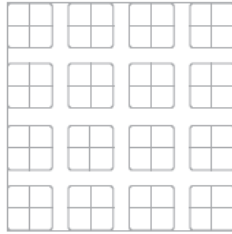
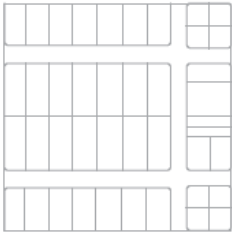
Neighborhood: Lake Road
Zone: R-5
 Typical lot size 5,000 square feet
 Typical lot dimensions: 50-100 feet wide x 100 feet deep
 Building placement: varies, facing street
 Building type: 1920s-1940s, 1 story, 1,000 - 1,500 sf
 Street character: narrow unimproved paving, gravel shoulder
 Street classifications: primarily minor residential
 Sidewalks: no
 Street trees: no
 Private trees: some established trees
 Parking: informal on gravel shoulder



NEIGHBORHOOD CONDITIONS



NEIGHBORHOOD CONDITIONS

	Context 1	Context 2	Context 3	Goals
Parking	 <p>On-street plentiful</p>	 <p>Mixed on-street plentiful</p>	 <p>Minimal on-street parking / utilization maxed out</p>	Minimize parking and pavement
Trees	 <p>Street trees</p>	 <p>Trees mostly on private property</p>	 <p>Minimal trees</p>	Maximize tree canopy
Middle Housing	 <p>Small lot</p>	 <p>Medium lot</p>	 <p>Large lot</p>	Increase housing options

KEY FINDINGS

PARKING

Key findings and code options

- » Manage parking inventory
- » Curbless street design
- » Alley-ends
- » Alleys
- » Long driveways
- » Permeable paving parking lots that avoid tree root areas

TREES

Key findings and code options

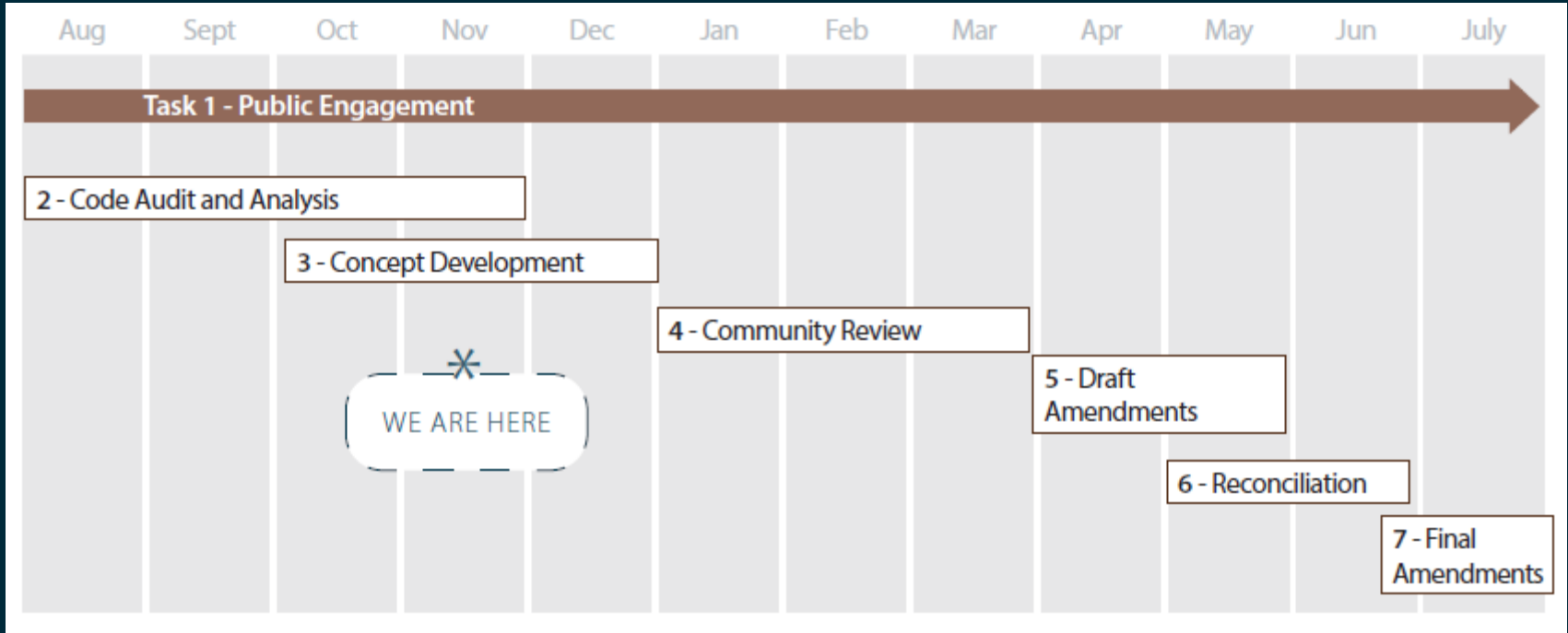
- » Large planting strip on-street
- » Maintaining trees on private property
- » New tree planting, in streets and on private property
- » Narrow, curbless, queuing streets with trees and parking alternately occupying the same street zone (Island Station Neighborhood Greenway)

MIDDLE HOUSING

Key findings and code options

- » Context-sensitive forms for different lot sizes and conditions
- » Attached vs. detached house types: DLCD flexible definition

GENERAL TIMELINE



COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Nov. 24, 2020

From: Kelly Brooks

Subject: Amendment to the Agreement with the North Clackamas Parks and Recreation District (NCPRD)

ACTION REQUESTED

Council is asked to approve an amendment to the 2008 cooperative agreement between the city and NCPRD to reflect revised bylaws for the District Advisory Board (DAB).

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[October 20, 2020](#): Council discussed proposed changes to the DAB bylaws. The DAB is now called the District Advisory Committee (DAC). Staff discussed sending a letter from Council to NCPRD to approve the changes. The county has since asked that the city amend the cooperative agreement to reflect the new membership structure instead.

BACKGROUND

Milwaukie's agreement with NCPRD states that "any subsequent substantive changes to the composition of the DAB will be reviewed by the City Council."

MEMBERSHIP

Existing		Revised	
East of I-205 (1 may be in Happy Valley)	2	City of Milwaukie	2
West of I-205	2	Community Centers	1
City of Happy Valley (appointed by council)	1	Area 1	2
City of Milwaukie (appointed by council)	1	Area 2	2
Milwaukie Center	1	Area 3	2
At-Large	2	Area 4	2
Total	9	Total	11

AMENDMENT LANGUAGE

" By way of this second amendment to the IGA, the City of Milwaukie accepts the amended bylaws in their entirety along with the District map both of which are included as Attachment A, and agrees to the name change from the District Advisory Board to the District Advisory Committee. Moreover, the District Advisory Board as set forth

under Article V (A)(1) and (2) of the existing IGA, is amended as set forth in the amended bylaws and as follows:

- a) The 11-member committee representation will be as follows:
 - i) 2 members from the City of Milwaukie;
 - ii) 2 members who are residents of unincorporated sub-area 1 within the District depicted on Attachment A;
 - iii) 2 members who are residents of unincorporated sub-area 2 within the District depicted on Attachment A;
 - iv) 2 members who are residents of unincorporated sub-area 3 within the District depicted on Attachment A;
 - v) 2 members who are residents of unincorporated sub-area 4 within the District depicted on Attachment A; and
 - vi) 1 member from a District community center advisory board(s).

- b) The district agrees to appoint the individuals nominated by the City Council to fill the City's representative seats.

Additionally, the District Advisory Board shall now be referred to throughout the IGA as the District Advisory Committee, and Article V(A)(5) of the existing IGA is stricken in its entirety."

BUDGET, CLIMATE, & WORKLOAD IMPACTS

There are no financial, climate, or workload impacts associated with this item.

COORDINATION, CONCURRENCE, OR DISSENT

STAFF RECOMMENDATION

Vote to accept amendment.

ALTERNATIVES

Vote to deny the amendment.

ATTACHMENTS

- 1.) IGA Resolution
- 2.) 2020 IGA Amendment
- 3.) 2008 IGA Amendment

COUNCIL RESOLUTION No.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING AN AMENDMENT TO THE 2008 COOPERATIVE INTERGOVERNMENTAL AGREEMENT WITH THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT.**

WHEREAS, the city recognizes the need to change the bylaws for the North Clackamas Parks and Recreation District (NCPRD) District Advisory Board (DAB) to reflect the departure of the City of Happy Valley; and

WHEREAS, the city has worked with members of the DAB to draft new bylaws over the past year; and

WHEREAS, the cooperative agreement between the city and NCPRD requires that substantial changes to the bylaws be approved by the City Council.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the city manager is authorized to sign an amendment to the cooperative agreement between the city and NCPRD that reflects the new membership structure of the DAB.

Introduced and adopted by the City Council on **December 1, 2020**.

This resolution is effective immediately.

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

Second Amendment to the Cooperative Intergovernmental Agreement between the City of Milwaukie and the North Clackamas Parks and Recreation District

The City of Milwaukie and the North Clackamas Parks and Recreation District entered into a Cooperative Intergovernmental Agreement (IGA) on October 21, 2008. A first amendment to the IGA was entered on January 2020.

The IGA provided for a District Advisory Board. Since its establishment, the District Advisory Board has remained active and has recently unanimously agreed to amend its bylaws to provide additional process and clarity to the District Advisory Board's scope, goals, and composition.

One of the more significant changes to those bylaws concerned the name and composition of the District Advisory Board. The name of the District Advisory Board has been changed to the District Advisory Committee.

By way of this second amendment to the IGA, the City of Milwaukie accepts the amended bylaws in their entirety along with the District map both of which are included as Attachment A, and agrees to the name change from the District Advisory Board to the District Advisory Committee. Moreover, the District Advisory Board as set forth under Article V (A)(1) and (2) of the existing IGA, is amended as set forth in the amended bylaws and as follows:

- a) The 11-member committee representation will be as follows:
 - i) 2 members from the City of Milwaukie;
 - ii) 2 members who are residents of unincorporated sub-area 1 within the District depicted on Attachment A;
 - iii) 2 members who are residents of unincorporated sub-area 2 within the District depicted on Attachment A;
 - iv) 2 members who are residents of unincorporated sub-area 3 within the District depicted on Attachment A;
 - v) 2 members who are residents of unincorporated sub-area 4 within the District depicted on Attachment A; and
 - vi) 1 member from a District community center advisory board(s).
- b) The district agrees to appoint the individuals nominated by the City Council to fill the City's representative seats.

Additionally, the District Advisory Board shall now be referred to throughout the IGA as the District Advisory Committee, and Article V(A)(5) of the existing IGA is stricken in its entirety.

Approved by:

City of Milwaukie

North Clackamas Parks and Recreation District

Dated: _____ Dated: _____

ATTACHMENT A
North Clackamas Parks and Recreation District Advisory Committee
BYLAWS

ARTICLE I

NAME. The name of this Committee is the North Clackamas Parks & Recreation District Advisory Committee (DAC)

ARTICLE II

BOUNDARIES. The boundaries of the District shall be the same as those redrawn after the withdrawal of the City of Happy Valley and as depicted in Attachment A and titled NCPRD Boundaries and Advisory Committee Sub-Areas Map and dates October 28, 2020. The Boundaries of subareas 1, 2, 3, 4 and the city of Milwaukie shall be as depicted in Attachment A.

ARTICLE III

PURPOSE. The purpose of the DAC is to advise the Board of Directors of the North Clackamas Parks & Recreation District (NCPRD) on the acquisition, design, planning, and development of parks and recreation facilities within the District, and to advise the Board of Directors on programs, maintenance, and operations; to meet with the Board of Directors once yearly; and to review and provide input prior to the publication of the NCPRD annual report.

GOALS. The goals of the DAC are as follows:

- a) To evaluate and address the programs and facilities of the NCPRD concentrating on the annual work plan that addresses challenges, desires, and needs of all district residents.
- b) To make policy-level recommendations regarding acquisitions, assets, capital improvements, programs, maintenance, and operations to be approved by the Board of Directors.
- c) To provide recommendations during the annual budget process for the acquisition, development, operation and maintenance of the NCPRD facilities and programs. In addition, the DAC will identify and prioritize necessary capital projects and provide project recommendations to the Board of Directors. The recommendations for maintenance and operations, and capital improvements shall be reviewed by the District Budget Officer, who will then forward their recommendations to the North Clackamas Parks & Recreation Budget Committee. The North Clackamas Parks & Recreation Budget Committee will then submit recommendations to the Board of Directors.

ARTICLE IV

MEMBERSHIP. The DAC shall consist of eleven (11) members. The Board of Directors shall appoint all members. Membership shall not be limited by race, creed, color, gender, age, heritage, religion, national origin, or income. Membership should reflect the economic, social, demographic, and cultural diversity of the entire District. All members must be residents of the District.

- a) The 11-member board representation will be as follows:
 - i) 2 members from the City of Milwaukie;
 - ii) 2 members who are residents of unincorporated sub-area 1 within the District depicted on Attachment A;
 - iii) 2 members who are residents of unincorporated sub-area 2 within the District depicted on Attachment A;
 - iv) 2 members who are residents of unincorporated sub-area 3 within the District depicted on Attachment A;
 - v) 2 members who are residents of unincorporated sub-area 4 within the District depicted on Attachment A; and
 - vi) 1 member from a District community center advisory board(s).
- b) The Board of Directors may appoint one of its members as a non-voting liaison to the DAC.
- c) The composition of the DAC is based on the boundaries and populations depicted in Attachment A, and will be revisited and may be adjusted every four years, or in the event of significant District boundary changes or major population changes, or at the discretion of the DAC.
- d) Terms are for a period of four (4) fiscal years, beginning on July 1st of the first fiscal year and ending on June 30th of the fourth fiscal year. Committee member terms will be staggered among the eleven DAC members. At the end of each initial term, DAC members, other than those appointed under (a)(i) and (vi) above, and who wish to continue their service for a second term, will need to participate in the recruitment process used to fill vacancies and may be reappointed by the Board of Directors. The representatives appointed under subsections (a)(i) – (vi) above, may serve a maximum of two consecutive terms. Representatives may reapply for vacancies on the committee following a four (4) year break in service (one full term).
- e) All sub-areas may choose to reappoint their designees, or submit new representatives for Board of Directors' approval. New designees will be recruited and nominated by a sub-area nominating committee located within that particular sub-area, and if no such committee exists at the time of the recruitment, then from a committee composed of 2 members of Clackamas County staff, 2 members of the DAC, and 2 members of Community Planning Organizations or other community groups located within the particular sub-area. All members to be appointed by the Board of Directors.

- f) A vacancy occurs when any member of the DAC dies, resigns, is removed, has more than three (3) unexcused absences from meetings during a fiscal year, or no longer is a resident of the District. Upon failure of any member to attend three consecutive meetings without a valid excused absence, the DAC may recommend termination of that appointment to the Board of Directors, and the Board of Directors may remove the incumbent from the DAC and declare the position vacant. A valid excused absence requires that the DAC member notify a DAC officer or a District staff member prior to the meeting to be missed, except for the case of an emergency. Vacancies are filled in the same manner as initial appointments and for the unexpired term of the vacant position.
- g) All DAC members shall serve without compensation.

ARTICLE V

OFFICERS & STAFFING. The officers and staffing of the DAC shall include the following:

- a) **Chairperson.** The Chairperson shall preside over all DAC meetings, assist the NCPRD Director with setting the DAC Meeting agendas, and establish committees and appoint committee chairpersons. The Chair will serve as the DAC representative in meetings with the Board of Directors or at various community meetings when appropriate. The Chair will also serve as the official spokesperson for the DAC whenever there is an issue or statement required when it is appropriate for the DAC to make that response or statement.
- b) **Vice-Chairperson:** The Vice Chairperson shall execute all powers of the Chairperson in the absence of the chairperson;
- c) **Secretary:** The Secretary shall maintain minutes and attendance records of business meetings. Additionally, the Secretary will initiate the recruitment process to fill vacancies upon term expirations. The Secretary position is neither elected nor appointed but rather filled by NCPRD staff.
- d) **Board of Directors Liaison:** The Board of Directors may elect to appoint a liaison/liasons to the DAC in an ex-officio capacity with no voting powers or rights but who has the authority to speak on behalf of the Board of Directors and to participate in discussions about actions under consideration for recommendation to the Board of Directors. The liaison is present as a representative of the Board of Directors and not in their individual capacity.

SELECTION OF OFFICERS. The officers shall be selected by the DAC membership by simple majority vote. Elections shall be annually as the first order of business at the first DAC meeting of the fiscal year in July. The outgoing Chair will conduct the election, and immediately following results, turn the meeting over to the newly elected Chair. The DAC

shall provide the County Public and Government Affairs Department with a current list of officers.

TERM OF OFFICE. The term of office for all officers shall be one (1) year, the officer shall continue to serve until a successor is elected to that office. Officers may be re-elected and may serve a maximum of two consecutive terms.

VACANCIES. A member may be elected as an officer to fill a vacancy and shall serve the remainder of the unexpired term and until a successor is elected.

ARTICLE VI

MEETINGS. The DAC may hold regular meetings monthly. All meetings shall be subject to the requirements of the Oregon Public Meetings Law.

Special meetings may be called by any two DAC Members and an Officer. Only business specified in the agenda for the special meeting may be considered. Notice of all meetings shall be provided as required by ORS 192.640 of the Oregon Public Meetings Law. Minutes of all meetings shall be kept and shall be available for public inspection as required by Oregon Public Meetings Law. A copy of all meeting minutes shall be provided to the County Public and Government Affairs Office.

QUORUM and VOTING. A quorum shall be present at a meeting in order for the DAC to transact business. A quorum consists of six (6) members, which is a majority of all members of the DAC. A vacancy on the DAC does not affect the quorum requirements. The concurrence of a majority of the DAC members present shall be required to decide any matter.

RECORDS. All records of the DAC shall be subject to disclosure except as allowed by exemptions of the Oregon Public Records Law.

ARTICLE VII

HEARING PROCESS AND PROCEDURE. The principles of parliamentary rules of procedures such as Robert's Rules of Order shall govern proceedings at any meeting of the DAC. The Chair shall be guided by these principles in deciding any procedural questions. The Chair's decision on procedural matters may be overruled by a majority of the members voting on the question. The DAC may establish a more detailed hearing process and procedure to provide for an orderly process for holding a public hearing. All meetings shall comply with the Oregon Public Meetings Law.

ARTICLE VIII

COMMITTEES. The DAC may from time to time create committees as required to promote the purposes and objectives of the DAC. A Chairperson for each committee shall be selected by the DAC Chairperson.

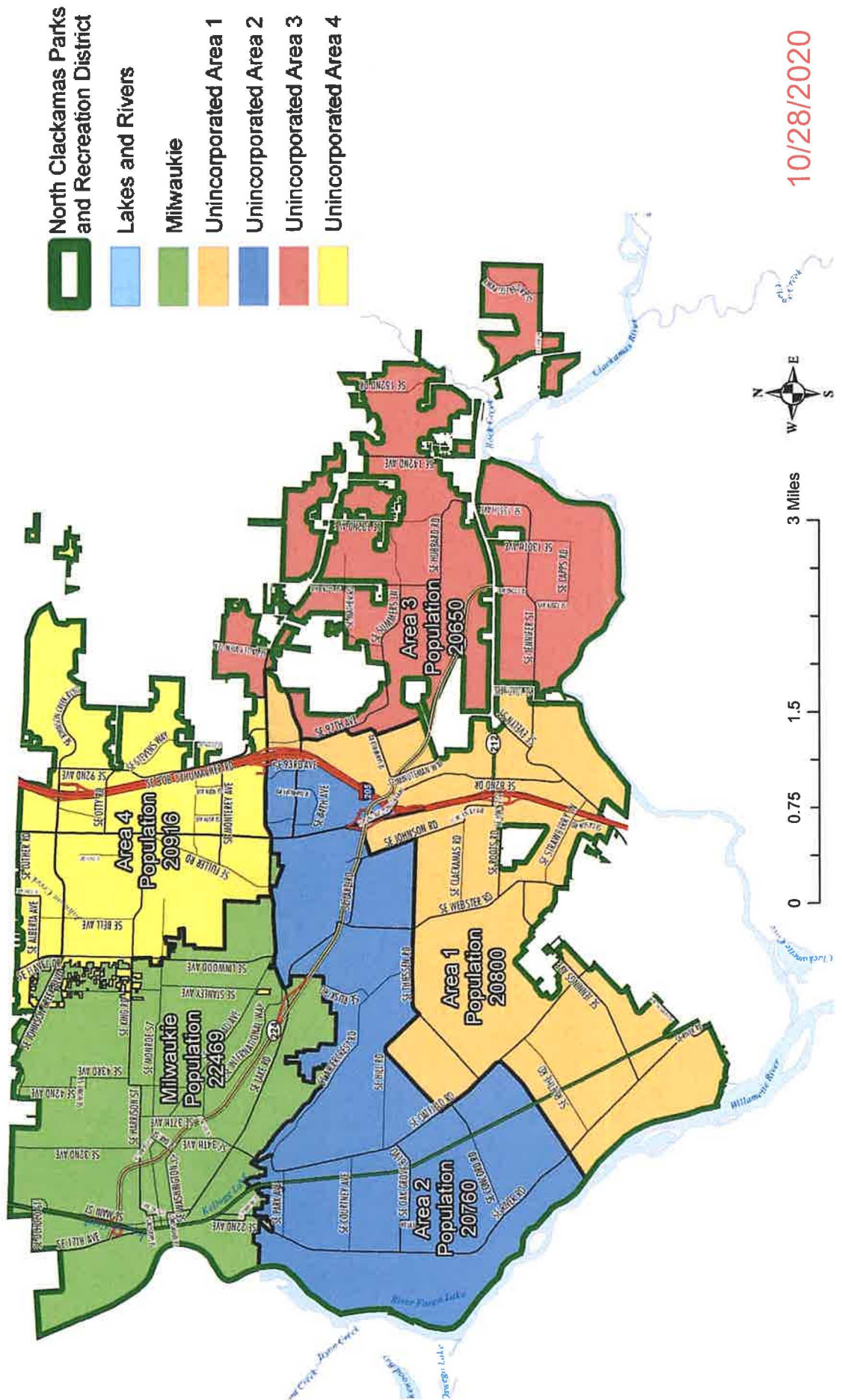
ARTICLE IX

AMENDMENTS. These bylaws may be amended at any regular DAC meeting provided written notice of the proposed amendment is submitted at a prior, regular meeting. In order to be effective such amendments must also be approved in writing by County Counsel and further submitted to the Board of Directors for final approval. The DAC may not amend Article IV Membership in any way that differs with the requirements of the IGA between NCPRD and the City of Milwaukie.

The amended bylaws shall supersede all previous bylaws and become the governing rules for the DAC.

NCPRD Boundaries and Advisory Committee Sub-Areas Map

An 11 member board with 5 subareas (2 representatives per subarea)



Amendment #1

**2008 Cooperative Intergovernmental Agreement
Between City of Milwaukie and North Clackamas
Parks and Recreation District**

1) The District shall maintain the areas of the Parks listed below as described in this amendment:

Riverfront Park - from McLoughlin Blvd to the River and between southern edge of Log dump property and Johnson Creek) -- NOTE: Parking strip on west side of McLoughlin and lawn area adjacent must be maintained at a high level. All other areas can be moderate to low -- unless there is a specific need or event preparation. As the Park or portions of the Park are improved, a high maintenance level will be applied to the improved portion(s). (The median strip in the center of McLoughlin Blvd will be maintained by the City of Milwaukie.)

Scott Park -- from north edge of sidewalk along north end of library building. Includes natural area within split rail fence but excludes pond. City covers lawn area south of Library and front landscape

40th and Harvey -- NCP areas only (NCP will maintain the grounds inside its fenced shop area including beds next to building. NCP will maintain the grounds inside the entire fenced area where the NCP vehicles are parked. NCP will maintain the unfenced grounds from the access road on the south of the building to the south property line and up to the west edge of the sidewalk on the east in front of the NCP shop.

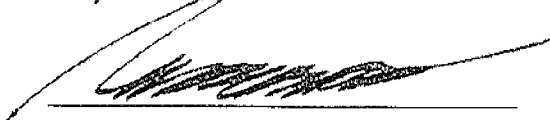
Robert Kronberg Park (including City-owned parcels to north and south)

2) "Minthorne North" shall be added to Attachment #1, under the header:

A. Milwaukie Parks to Be Maintained and Operated by the Service District

3) "Minthorne North" shall also be added to the list of sites in Attachment #2, listed under the header: "Natural Resource Areas"

City of Milwaukie



By:
Date:

North Clackamas Parks
And Recreation District



By: Lynn Peterson, Chair
Date: 1-21-2010 ~~III~~, 1.

10/28/2008

COOPERATIVE INTERGOVERNMENTAL AGREEMENT

This Cooperative Intergovernmental Agreement (this "Agreement"), made this 21st day of October 2008, is entered by and between North Clackamas Parks and Recreation District, a county service district formed under ORS Chapter 451 hereinafter referred to as "District," and the City of Milwaukie, hereinafter referred to as "City," pursuant to the provisions of the Intergovernmental Cooperation Act, ORS 190.003-190.250.

WHEREAS, City is part of the District; and

WHEREAS, the District provides park services for the benefit of City residents; and

WHEREAS, the parties desire to revise that certain intergovernmental agreement dated August 20, 1992 to better clarify the roles and relationship of the parties regarding the provision of park and recreation services; and

WHEREAS, when the District was established in 1990 by a vote of the Clackamas County residents, the District agreed to acquire land and develop regional parks and recreation facilities for the North Clackamas area including:

- A State-of-the Art Aquatics Complex;
- 4 Lighted Softball Fields;
- 2 Lighted Soccer Fields;
- 2 Multi-purpose fields;
- 1 Riverfront Park in Oak Grove;
- Approximately 75 Acres of Natural Areas;
- Walking Trails Linking North Clackamas Park, the Southern Pacific Property (now called North Clackamas District Park), and Mount Talbert; and

WHEREAS, the City maintained and operated the Milwaukie Center through August 31, 1992; and

WHEREAS, during the fiscal year 1991-92, the District provided the City of Milwaukie with the funding to maintain and operate the Milwaukie Center; and

WHEREAS, this "pass-through" of funding was equivalent at a minimum to the 1990 City of Milwaukie budget allocation for the Milwaukie Center (\$165,955) plus a 6% annual increase for inflation. Upon transition the Milwaukie Center's budget increased each year by at least 6% per year until June 30, 1995; and

WHEREAS, the District also provided the Milwaukie Center's budget with an additional funding of \$98,000 to maintain and operate the Milwaukie Center upon completion of the Center's expansion by the City of Milwaukie. Subsequently, this sum was increased annually by at least 6% per year until June 30, 1995; and

WHEREAS, as of September 1, 1992, the City transferred maintenance and operations responsibility of the Milwaukie Center to the District and the District assumed responsibility for the maintenance and operation of the Milwaukie Center; and

WHEREAS, upon assuming maintenance and operation of the Milwaukie Center, the District accepted and assigned employees for the Milwaukie Center staff in accordance with ORS 236 under which employees were to perform to District standards and abide by District personnel regulations; and

WHEREAS, at the time of transfer (September 1, 1992) all Milwaukie Center policies developed by the Milwaukie Center Community Advisory Board ("C/CAB") were adopted by the District. This Board continues its role as primary policy advisor with regards to the activities and operations of the Milwaukie Center; and

WHEREAS, The Board of County Commissioners is the governing body (referred herein as the "BCC") of the District.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the City and District hereby agree:

I. PARKS CAPITAL IMPROVEMENTS

A. DISTRICT

- 1) While the City continues to support the development of the parks and recreation facilities listed here it acknowledges that parks and recreation facility development priorities continue to grow and change. To this end, the District shall coordinate closely with City staff and its citizens when developing its annual budget, its capital improvement plan, when amending and reviewing its master plan and modifying its System Development Charges ("SDC"). Notices of all District Advisory Board (or subcommittees thereof) or BCC meetings pertaining to the District's budget, Capital Improvement Plan, Master Plan or SDC changes will be sent to the City Manager or his or her designee.
- 2) The District may undertake improvements to parks owned by the City. These improvements are subject to the approval of the Milwaukie City Council, or its designee.

B. CITY

- 1) The City will retain the deeds to all parks and facilities owned by the City and operated and maintained by the District as listed in Attachment #1 ("Joint Parks").

All proposed name changes to parks and facilities within the City of Milwaukie will be reviewed according to the City's naming policy.

All parks and facilities owned by the City, but maintained and operated by the District, will have signage explaining this dual relationship. Signs within these parks shall state: "This park owned by the City of Milwaukie and maintained by the North Clackamas Parks and Recreation District."

- 2) The City may, at any time, construct new parks or make improvements to parks currently under its jurisdiction. These improvements will be at the City's own expense unless the District agrees to provide funding for these improvements. The District shall have no obligation to maintain or operate such parks unless otherwise agreed in writing. City staff will coordinate with District staff on any proposed park modifications to ensure ease of maintenance and operation.
- 3) For any parks other than Joint Parks, the City and the District will negotiate a level of service to be provided and any additional compensation owed by the City to the District. In those cases where the District denies the City's request to enhance, operate or maintain parks or facilities, the City will have the exclusive right to the option to enhance, maintain and operate these facilities at the City's own expense.
- 4) The City's requests for District enhancement, maintenance or operation of new City facilities will be made in writing and addressed to the Director of the District. The District Director shall review the request with the District Advisory Board ("DAB") and respond to the City with a decision within two months of the City's request.

II. MAINTENANCE OF PARKS FACILITIES

A. DISTRICT

- 1) The District will maintain and operate all Joint Parks.
- 2) The District will maintain all Joint Parks at a level equal to or better than the Milwaukie maintenance standards as set forth on Attachment #2.
- 3) Joint Parks may be shifted among maintenance standard levels at the mutual agreement of the City and the District.

B. CITY

- 1) City shall maintain all parks owned by the City unless otherwise agreed to herein.

III. RECREATIONAL PROGRAMMING

A. DISTRICT

- 1) The District will provide aquatics and recreational programming including programs for all ages and differing abilities, coordination and scheduling of fields services, and summer youth recreation programs for the entire North Clackamas area.
- 2) Except for North Clackamas Park (and the Milwaukie Center), use of all City parks and recreation facilities will be on a first come, first served basis. The District will be responsible for scheduling and management of all North Clackamas Park and Milwaukie Center facilities.

B. CITY

- 1) The City may provide recreation programs in addition to those provided by the District. These programs will be at the City's own expense and will not be covered by District funds. The City will coordinate its recreational programs with the District in order to avoid scheduling or service conflicts.

IV. MILWAUKIE CENTER

A. DISTRICT

- 1) Under the jurisdiction of the District, the Milwaukie Center continues to administer and provide a combination of educational, recreational, and social services to the community. These programs shall be primarily geared towards the needs and interests of older residents in the North Clackamas area.

B. JOINTLY, CITY AND THE DISTRICT

- 1) The District and the City may use the Milwaukie Center facilities for such activities as public meetings consistent with building policies. All other governmental users will pay a fee consistent with building use policies approved by the BCC.
- 2) From September 1, 1992 to October 2008, half (9) of the C/CAB members were appointed by the BCC and half (9) were appointed by the Milwaukie City Council.
- 3) Effective on the signing of this agreement, the C/CAB will reorganize and consist of a minimum of twelve (12) members who live or work within the District boundaries.

Of the twelve C/CAB members, there will be representation of one member each appointed by the City and the City of Happy Valley. The C/CAB and DAB and agree to recommend to the BCC for approval the individuals nominated by the City and City of Happy Valley city councils to fill the City representative seats. The BCC agrees to appoint the individuals nominated by the city councils unless there is good cause for rejecting the nomination. All other C/CAB applications for any of the remaining at-large board positions may be made directly to the C/CAB.

The C/CAB members will be recommended by the C/CAB and DAB and appointed by the BCC. C/CAB members will be appointed to staggered three-year terms with terms ending in October of each year. Current members will continue to serve until their term ends.

- 4) During the annual budget process the C/CAB will provide budget recommendations for the operation and maintenance of the Milwaukie Center, and in addition, the C/CAB will identify and prioritize necessary capital projects and provide project recommendations to the DAB. The recommendations for maintenance and operations, and capital improvements shall be reviewed by the DAB, who will then forward their recommendations to the District Budget Committee. The Budget Committee will then submit recommendations to the BCC for final decision.
- 5) The City will continue to retain the deed to the Milwaukie Center and all name changes made by the District to parks and facilities within the City must be approved by the City Council, under advisement of the C/CAB.

V. ADMINISTRATIVE ISSUES

A. DISTRICT ADVISORY BOARD

- 1) The DAB currently consists of an eleven-member board with representation allocated as follows:
 - 3 members from east of I-205 (one of which may reside in the City of Happy Valley), with one member term expiring in 2009;
 - 3 members from west of I-205 (one of which may reside in the City of Milwaukie), with one member term expiring in 2009;
 - 1 member from the City of Happy Valley;
 - 1 member from the City of Milwaukie;
 - 1 member from the Milwaukie Center; and
 - 2 members at large (one from east of I-205 and one from west of I-205).
- 2) District agrees to appoint the individual nominated by the City Councils to fill the City's representative seat unless there is good cause for rejecting the nomination.
- 3) DAB composition will be revisited and adjusted, in the event of significant District boundary changes or major population changes.
- 4) DAB members will be appointed to staggered four-year terms and may be removed at will by the BCC.
- 5) Effective July 1, 2009, representation on the DAB shall change to a nine member board. As of July 1, 2009, composition will include two members each from east and west of I-205, one member from the City of Happy Valley, one member from

the City of Milwaukie, one member from the Milwaukie Center and two members at large (one from east of I-205 and one from west of I-205).

- 6) Any subsequent substantive changes to the composition of the DAB will be reviewed by the City Council.

B. The District Director or their designee will provide the City Council with an annual report describing District operations and maintenance of facilities and programs within the City.

VI. REMOVAL OF CITY PARKS AND RECREATION FACILITIES FROM DISTRICT MAINTENANCE RESPONSIBILITY

- 1) The City may choose at any time to remove some or all of the Joint Parks or the Milwaukie Center from the District's maintenance responsibility.

If the City removes one or more of the Joint Parks and/or senior facilities, no reduction in the District tax rate will be provided to City residents. City residents will continue to receive all of the benefits of in-District residents (e.g., lower user fees, priority use of facilities). Further, District residents will continue to receive all of the benefits (e.g., scheduling, priority use of facilities, equal or lower fees) of the removed facilities and will be treated equally with residents of the City.

- 2) If the City chooses to remove those parks currently under its jurisdiction and/or the Milwaukie Center, a pass-through regarding operations and maintenance support will be negotiated at that time.
- 3) Employees of the District primarily responsible for the operations or maintenance of these facilities will be transferred to the City per ORS 236. Contracts entered into by the District for operations and maintenance support for the subject facilities will be assigned, either in part or in whole depending on the scope of project, to the City for the remainder of the contract term. The Parties agree to enter into any additional agreements or documents necessary to effectuate such transfers and/or assignments.
- 4) The City may choose at any time to withdraw entirely from the District pursuant to ORS 222.524 or its successor statute.

VII. ADDITIONAL PROVISIONS

A. HOLD HARMLESS

Each party agrees to release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, employees, and agents from and against all damages, claims, injuries, costs or judgments which may in any manner arise as a result of such party's performance under this Agreement, subject to Oregon Tort claims limitations.

B. DISPUTES

- 1) Disputes/Attorney Fees. If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by negotiation followed by mediation if negotiation fails to resolve the dispute.
 - a) Step One. The City Manager and the District Director, or other persons designated by the governing bodies, will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing and shall be presented to each representative who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each party's representative and ratified by each governing body, which shall be binding upon the parties.
 - b) Step Two. If the dispute cannot be resolved within ten (10) days at step one, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five potential mediators from an entity or firm providing mediation services that is mutually acceptable to the parties. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, the parties shall submit the matter to the Presiding Court of Clackamas County and the Presiding Judge shall appoint such a mediator from the list of mediators submitted by the mediation entity or firm. The mediator's fees shall be borne equally by the parties and the parties shall each bear their own costs, attorney fees and fees associated with the mediation. If the issue is resolved at this step, a written determination of such resolution shall be signed by each representative and approved by the respective governing body.

C. GOVERNING LAWS

This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

D. SEVERABILITY

Should any portion of this Agreement or amendment thereto be adjudged by a Court of appropriate final jurisdiction to be in violation of any local, state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement shall remain in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into compliance with said laws.

E. NOTICES

All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To the City: City Manager
 10722 SE Main Street
 Milwaukie, OR 97222

To the District District Director
 150 Beaver Creek Road
 Oregon City, Oregon 97045

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

F. TERM

This Agreement shall remain in effect to the end of the fiscal year in which both parties have signed and will be automatically renewed for successive one (1) year periods effective on July 1 of each year unless written notice of cancellation is given by either party to the other at least 180 days prior to the beginning of the next fiscal year.

G. REVIEW

Formal review of this Agreement shall take place either:

- 1) At any time during the term of this Agreement, at the request of either party the Agreement may be formally reviewed by either or both parties and amended as agreed;
- 2) Beginning on July 1 of 2013, and each five years after that date, the City will formally review the IGA and meet with the DAB to discuss potential amendments; or
- 3) At such time as the District Master Plan is amended, the City will review the IGA and propose amendments to the District within one year of the effective date of the amended master plan.

H. CONSTITUTIONAL LIMITS

This Agreement is subject to any applicable constitutional debt limitations and is contingent upon funds being appropriated thereof.

I. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, written or oral, expressed or implied, pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized officers on the dates hereinafter written.

CITY OF MILWAUKIE

Pat Duval / AIC

By: Pat Duval

Date: 10/28/08

NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT

Lynn Peterson

By: Lynn Peterson

Date: December 18, 2008

ATTACHMENT #1

A. MILWAUKIE PARKS TO BE MAINTAINED AND OPERATED BY THE SERVICE DISTRICT

SITE

Ardenwald Park
Jefferson Street Boat Ramp
Spring Park (enhanced)
Stanley Park (excluding well site)
Century Park
Water Tower Park (excluding well site and water tank)
Furnberg Park
North Clackamas Park
Dogwood Park
Wichita Park
Scott Park
Robert Kronberg Park (enhanced)
40th and Harvey – NCP areas only
Lewelling Community Park
Homewood Park
Riverfront Park (enhanced)
Balfour Property (local share 2008)
Lake Rd Property (local share 2008)
Monroe Street Triangle (at 37th Ave)

B. MILWAUKIE OPEN SPACES TO BE MAINTAINED AND OPERATED BY THE CITY OF MILWAUKIE

Old Shop (40th & Harvey)
City Hall Grounds and Parking Lot
Well #8
New Century Player/Historic Society Building
Stanley Well area behind fence
Monroe/Washington Triangles
Water Tower Well areas behind fences and access road

If the City of Milwaukie so chooses, it may contract with the District to maintain some or all of the facilities listed above in Section B. If the City contracts with the District to maintain a facility listed in Section B, the District will charge the City a fee that will allow the District to cover (but not exceed) its maintenance costs.

ATTACHMENT #2

Park Maintenance Standards City of Milwaukie

The Milwaukie Parks facilities are divided into several categories. The categories include: High Maintenance, Moderate Maintenance, Basic Maintenance, Special Use Facilities, Infrastructure and Natural Resource Maintenance.

HIGH MAINTENANCE AREAS

High Maintenance Areas include: Ardenwald Park, Dogwood Park, Lewelling Community Park, the Milwaukie Center, North Clackamas Park, Riverfront Park, Scott Park and Water Tower Park.

High Maintenance areas are those associated with City buildings, located in the downtown area, located at an entry point into the City or are high use areas. These areas are mowed a minimum of once per week, edged twice per month and fertilized two times per year. Tree rings and flowerbeds are edged with string trimmers bi-weekly. Broadleaf weeds will be treated as needed. Flower beds are weeded and sprayed as needed. Trash and litter will be picked up weekly. All high maintenance areas are irrigated. Irrigation will be programmed, maintained and winterized. Trees and shrubs will be pruned as needed. Leaves will be removed annually in the fall. Picnic tables, playground equipment and signage will be monitored and repaired. Fencing will be repaired as needed. Mowing in these areas should be performed March through November as weather permits.

MODERATE MAINTENANCE AREAS

Moderate Maintenance areas include: Century Park, Furnberg Park, Homewood Park, Stanley Park, and 40th Avenue Maintenance Area.

Moderate maintenance areas are typically neighborhood parks. These facilities are mowed an average of once a week, trimmed and edged with a weed-eater monthly. Fertilizers are not applied. Trash and litter is collected on a weekly basis. Playgrounds are inspected on a weekly basis. Herbicides are applied as needed. Picnic tables, playground equipment and signage will be monitored and repaired when needed. Mowing in these areas should be performed March through November as weather permits.

BASIC MAINTENANCE

Basic Maintenance areas include: Balfour St, Jefferson Street Boat Ramp, Lake Rd, Robert Kronberg Park, Spring Park, Wichita Park and Balfour St.

Basic maintenance includes weekly litter and trash removal. Mowing will occur twice

yearly. Restrooms will be cleaned and stocked weekly. Parking lot islands will be string trimmed as needed. Signage and picnic tables will be monitored and repaired as needed. Herbicides will be applied as needed. Mowing in these areas should be performed March through November as weather permits.

SPECIAL USE FACILITIES

Special use facilities: There are a variety of special use facilities. The facilities are treated differently based on the activities that occur within them. These facilities range from the Cemetery to the Boat Ramp. Pieces of larger facilities are included within this category. An example of this would be the horse arena at North Clackamas Park. Although North Clackamas Park is listed as a High maintenance area, many of its amenities fit within the special use category. For the purpose of establishing a standard, Special use facilities will be listed independently and defined separately.

Boat Ramp: The boat ramp is primarily a parking lot. It does have some planting area between the upper and lower lots which are kept clear of vegetation. The vegetation removal is done both manually and chemically. To the southern end of the parking lot is a small grass area. This area is mowed on an as-needed basis. Litter and garbage is collected twice a week during the non-fishing season and three times a week during fishing season. The heaviest use time for this facility is during the Spring Chinook run. During this time of year, the ramp area is patrolled on a daily basis for litter.

North Clackamas Park (NCP) Horse Arena: The horse arena at NCP is offered on both a reservation and drop in basis. The critical elements of the arena include the fencing and the footing. Footing is replaced on an ongoing basis. Fencing is repaired as needed.

NCP Ballfields: The Softball fields are mowed on a weekly basis. This begins in late March or early April. Lighting maintenance is performed on an annual basis when the ground is firm enough to support the needed truck. Historically, these facilities are fertilized annually.

NCP Picnic areas: The three picnic areas in NCP are rented on a daily basis beginning the week after May 1st through September 30th. The shelter tables are washed before every picnic.

INFRASTRUCTURE

Infrastructure: This heading includes such items as roads, irrigation, and restrooms.

Restrooms: There are ten restrooms. The first eight restrooms are located at NCP. These block-constructed restrooms are washed and sanitized using a mixture of chlorine bleach on a weekly basis. During days of scheduled events they are inspected at regularly scheduled intervals depending on the size and type of the event. The other two restrooms are all steel and are located at the boat ramp. These restrooms are

Second Amendment to the Cooperative Intergovernmental Agreement between the City of Milwaukie and the North Clackamas Parks and Recreation District

The City of Milwaukie and the North Clackamas Parks and Recreation District entered into a Cooperative Intergovernmental Agreement (IGA) on October 21, 2008. A first amendment to the IGA was entered on January 21, 2010.

The IGA provided for a District Advisory Board. Since its establishment, the District Advisory Board has remained active and has recently unanimously agreed to amend its bylaws to provide additional process and clarity to the District Advisory Board's scope, goals, and composition.

One of the more significant changes to those bylaws concerned the name and composition of the District Advisory Board. The name of the District Advisory Board has been changed to the District Advisory Committee.

By way of this second amendment to the IGA, the City of Milwaukie accepts the amended bylaws in their entirety along with the District map both of which are included as Attachment A, and agrees to the name change from the District Advisory Board to the District Advisory Committee. Moreover, the District Advisory Board as set forth under Article V (A)(1) and (2) of the existing IGA, is amended as set forth in the amended bylaws and as follows:

- a) The 11-member committee representation will be as follows:
 - i) 2 members from the City of Milwaukie;
 - ii) 2 members who are residents of unincorporated sub-area 1 within the District depicted on Attachment A;
 - iii) 2 members who are residents of unincorporated sub-area 2 within the District depicted on Attachment A;
 - iv) 2 members who are residents of unincorporated sub-area 3 within the District depicted on Attachment A;
 - v) 2 members who are residents of unincorporated sub-area 4 within the District depicted on Attachment A; and
 - vi) 1 member from a District community center advisory board(s).

- b) The district agrees to appoint the individuals nominated by the City Council to fill the City's representative seats.

Additionally, the District Advisory Board shall now be referred to throughout the IGA as the District Advisory Committee, and Article V(A)(5) of the existing IGA is stricken in its entirety.

Approved by:

City of Milwaukie

North Clackamas Parks and Recreation District

Dated: _____ Dated: _____

NCPRD – District Advisory Board IGA Amendment

Kelly Brooks

Assistant City Manager

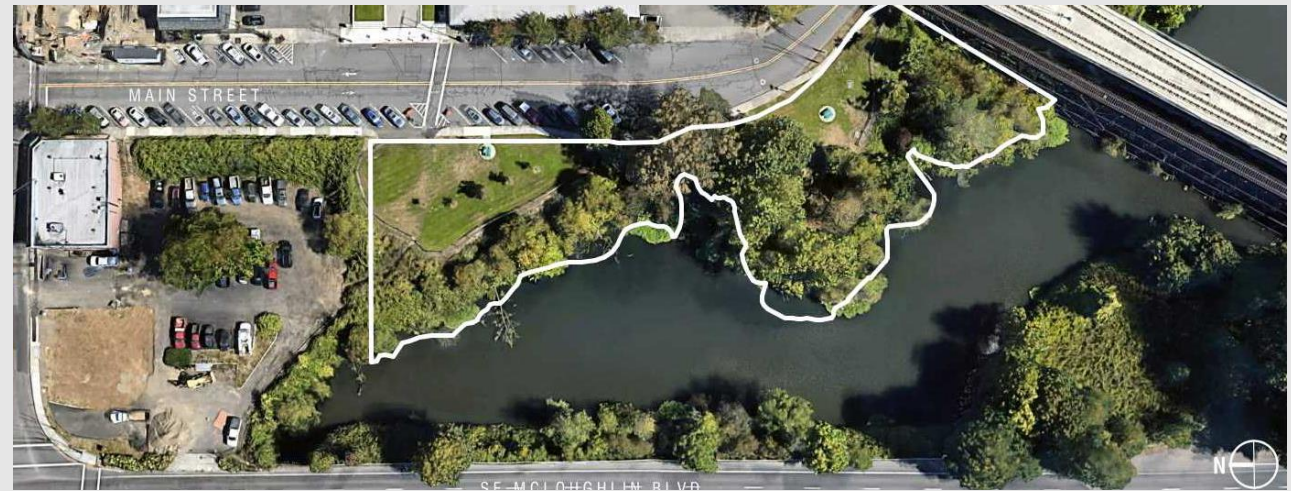
12.1.2020



Background

Milwaukie's master agreement with NCPRD states that...

“Any subsequent substantive changes to the composition of the DAB will be reviewed by the City Council.”



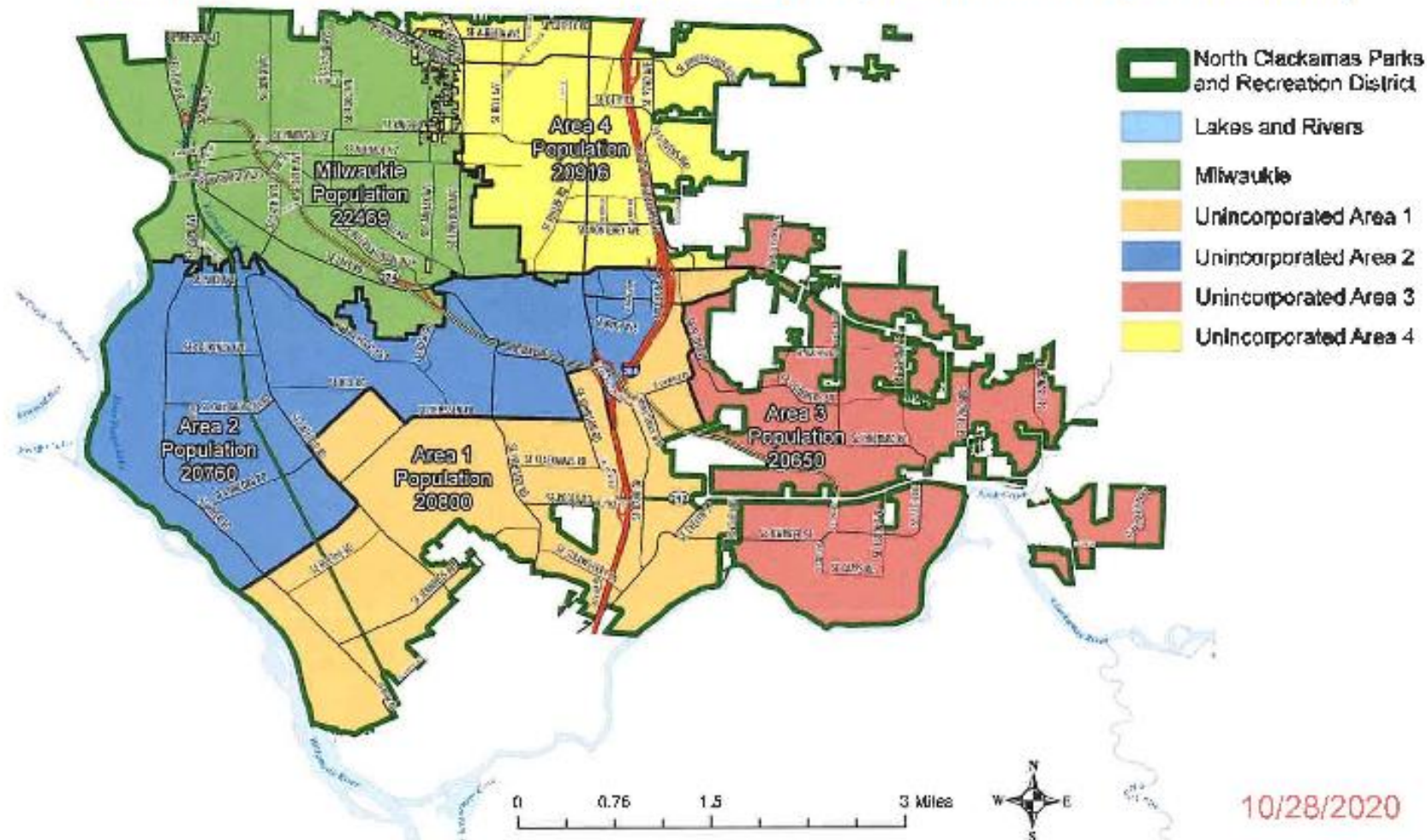


Final Membership Proposal

Entity / Area	Number of Representatives
City of Milwaukie	2
Community Centers (Milwaukie Center)	1
Area 1	2
Area 2	2
Area 3	2
Area 4	2
TOTAL	11

NCPRD Boundaries and Advisory Committee Sub-Areas Map

An 11 member board with 5 subareas (2 representatives per subarea)






Concern Raised

Ensure that a provision exists to revisit membership numbers as population changes.

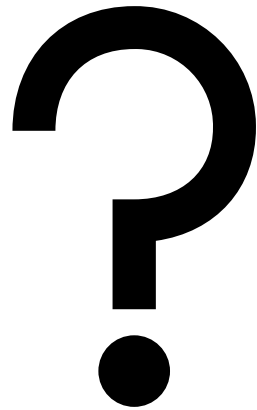
Article IV, states that the membership will be revisited every four years, or in the event of significant District boundary changes or major population changes, or at the discretion of the DAC.

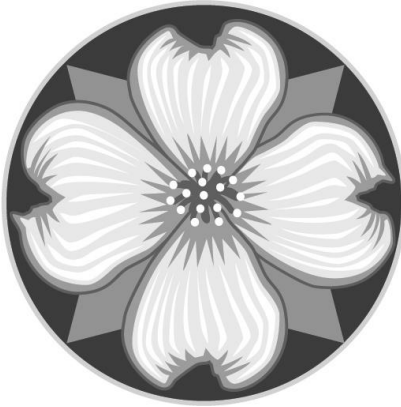


What does the IGA amendment do?

- Replaces Article V (A) (1) and (2) of the cooperative agreement between the city and NCPRD. These sections deal with the membership roster of the DAB/DAC.
- Replaces DAB with DAC
- Attaches the bylaws, and the district map, as an exhibit to the cooperative agreement between the city and NCPRD.

Questions





RS Agenda Item

9

Council Reports

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Nov. 24, 2020

From: Kelly Brooks

Subject: **2021 Legislative Session Priorities Discussion**

ACTION REQUESTED

Council is asked to review and provide input on what issues to prioritize during the 2021 Oregon Legislative Session.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[August 4, 2020](#): Council discussed and voted on what issues to support on the League of Oregon Cities (LOC) legislative issues ballot.

BACKGROUND

- The next state revenue forecast will be released Wednesday November 18.
- Legislative committees will meet virtually for two weeks in December.
- The 2021 session is scheduled to begin January 19, though it is still being determined what the session will look like during the global pandemic.
- Tina Kotek and Peter Courtney will return to their roles of Speaker of the House and Senate President, respectively.

BILLS REQUESTED BY COUNCIL OR STAFF

Staff asked city council and directors to share any bill numbers or legislative counsel drafts that they were working on prior to submitting this report. Those who responded indicated that no such drafts are under consideration at this time.

LOC PRIORITIES

The LOC Board unanimously adopted six legislative priorities for cities for the 2021 session. I've highlighted those that the city voted to support. The city also voted in support of Building (Reach) Code – Energy Efficiency Local Option, Green energy/Renewables – Expanded Local Option, and Low-Income Energy Efficiency and Affordability Programs, but those were not included.

Mental Health Service Delivery – this received support as a top priority from virtually every region in Oregon.

COVID-19 Economic Recovery Investments – while there have been recent investments to support small business, these resources have yet to meet current needs, and more resources will be needed to support long term economic recovery for Oregon's communities.

Comprehensive Infrastructure Package – this package combines three ballot items: Infrastructure Financing and Resiliency, Broadband Infrastructure and Technical Assistance

Funding, and Long-Term Transportation Infrastructure Funding. A comprehensive infrastructure package will help rebuild communities and the economy as we near the end of the COVID-19 pandemic.

Property Tax Reform – an important, long-standing priority for LOC members, and conversations for 2021 are already underway. To move this issue forward, the LOC will need to work with the business community and other local government partners to identify policy solutions and set the stage for real property tax reform to restore local choice, equity, fairness, and adequacy.

Housing and Services Investment – the LOC will support increased investments for affordable housing, homeless assistance, and related services, including funding for shelters, homeless services, case management, rent assistance, the development and preservation of affordable housing, and permanent supportive housing.

Water Utility and Rate Assistance – unlike the energy utility sector, there are currently no state or federal assistance programs available for ratepayers who may be struggling to afford these utility services. While many municipalities provide funding for low-income utility assistance at the local level, there is a significant unmet need that has been made worse as a result of the economic impacts associated with COVID-19.

LOC ORGANIZATIONAL POLICY

In addition, the LOC Board adopted an organizational policy that the LOC's government affairs team will use to screen and evaluate a variety of legislative concepts that may arise in 2021:

- **Avoiding unfunded mandates.** During recent legislative sessions, our cities have been inundated with mandates that require them to take on additional work and shift priorities away from locally identified priorities to those that the state deems to be of greater importance.
- **Preserving local decision-making and problem-solving authority.** While local communities often face similar challenges, the solutions and tools necessary to address those challenges are rarely the same for each local community. What works in one city, may not work in another.
- **Preserving local revenue streams.** Local governments only have a few tools in their toolbox when it comes to sources that fund essential city services. While revenues have taken a hit from the COVID-19 pandemic and communities wait for the economy to bounce back, cities will start to rely more on the finite revenues from state shared revenues, franchise/ROW fees, lodging taxes, property taxes than before. Therefore, these revenue streams should be preserved at all costs.
- **Serving in a supportive role to provide local tools and resources.** We recognize that the state budget is severely constrained, and we are committed to recognizing this reality as we pursue legislative and programmatic investments. We ask that the state similarly recognize the budget realities of local governments and work to identify opportunities for targeted investments and tools to address needs at the local level.
- **Avoiding shifting of additional costs onto local government partners.** We are concerned that decreased general fund and lottery revenues could result in further

shifting of state programmatic costs on local governments. This includes program funding that includes a split of general fund and fees that may be paid by local governments. Any increase in fees to support state programs should be accompanied by an equitable increase in general fund investment. Increased costs to local governments mean increased costs for our citizens, or further cuts to the services they rely on.

BUDGET, CLIMATE, & WORKLOAD IMPACTS

There are no financial, climate, or workload impacts associated with this item.

COORDINATION, CONCURRENCE, OR DISSENT

Staff contacted department directors and council to identify bills of interest.

STAFF RECOMMENDATION

Not applicable.

ALTERNATIVES

Not applicable.

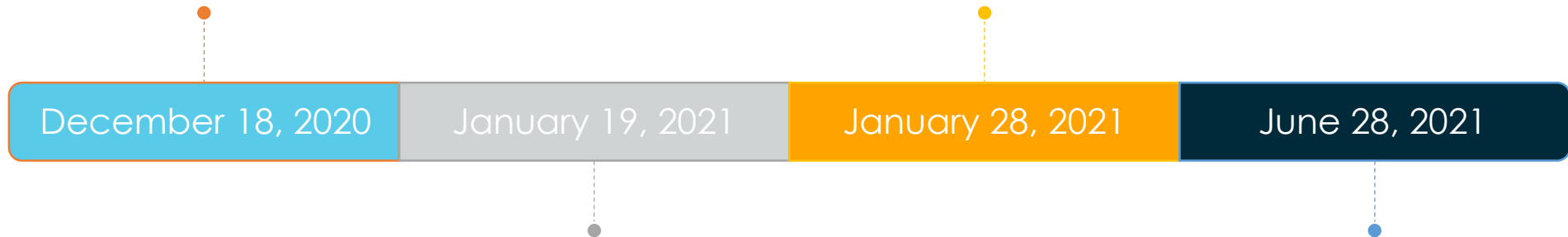
ATTACHMENTS

None.

Session Dates

End of December Legislative Days

LOC Lobby Day



December 18, 2020

January 19, 2021

January 28, 2021

June 28, 2021

2021 Legislative Session Begins

Sine Die

Governor's Budget Released Today

- School fund static - \$9.1B
- Expanded preschool, enhanced science, math, engineering - \$215M
- Universities and Community Colleges – Flat
- Affordable Housing – Increased. New program for BIPOC home buyers.
- Broadband Expansion Urban & Rural - \$118
- Closes three prisons between 2021 and 2023 – Generates \$50M
- Assumes several revenue raising measures
 - elimination of special tax rates for pass-through entities
 - ending tax deduction for mortgage interest on second home
 - decoupling from federal tax breaks in CARES
- Unclear what will happen to the following if there's no more federal COVID assistance:
 - Testing
 - support for businesses
 - up to \$350M in unpaid rent forgiveness

2021 LOC Priorities

- Mental Health Service Delivery
- COVID-19 Economic Recovery
- Comprehensive Infrastructure Package
 - Broadband
 - Long-Term Transportation
 - Drinking Water & Water Quality Investments
- Property Tax Reform
- Housing and Services Investment
- Water Utility and Rate Assistance
- Disaster Relief and Recovery

LOC Defense / Organizational Priorities

- Avoid unfunded mandates
- Preserve local decision-making
- Preserve local revenue streams
- Support role that cities play in providing tools and resources
- Avoid shifting costs onto local government partners



DISCUSSION