



Regular Session

RS

Milwaukie City Council

COUNCIL REGULAR SESSION

Zoom Video Conference
www.milwaukieoregon.gov

2327th Meeting**AGENDA****DECEMBER 15, 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-290> 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 (6:05 p.m.)**
 - A. **Milwaukie High School (MHS) Outstanding Student Achievement - Award**
Presenter: Carmen Gelman, MHS Principal
4. **SPECIAL REPORTS**
 - A. **Clackamas Fire - Update (6:20 p.m.)**
Presenter: Fred Charlton, Fire Chief
5. **COMMUNITY COMMENTS (6:40 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 (6:45 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:**
 1. November 10, 2020, Study Session;
 2. November 17, 2020, Work Session; and
 3. November 17, 2020, Regular Session.
 - B. **Approval of a Memorandum of Understanding with Portland General Electric (PGE) - Resolution**

4

17

7. BUSINESS ITEMS

- A. **Records Management System Contract Renewal - Resolution (6:50 p.m.)** 24
Staff: Scott Stauffer, City Recorder
- B. **Central Milwaukie Bikeway Connection Project - Update (7:00 p.m.)** 51
Staff: Brett Kelter, Associate Planner

8. PUBLIC HEARINGS

- A. **None Scheduled.**

9. COUNCIL REPORTS (7:30 p.m.)

10. ADJOURNMENT (7:35 p.m.)

Retiring Councilor Reception

After the meeting Council will hold a reception in honor of retiring City Councilor Wilda Parks.

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

The city is committed to providing equal access to public meetings. To request listening and mobility assistance services contact the Office of the City Recorder at least 48 hours before the meeting by email at ocr@milwaukieoregon.gov or phone at 503-786-7502. To request Spanish language translation services email espanol@milwaukieoregon.gov at least 48 hours before the meeting. Staff will do their best to respond in a timely manner and to accommodate requests. Most Council meetings are broadcast live on the [city's YouTube channel](#) and Comcast Channel 30 in city limits.

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

2327th Meeting

MINUTES

DECEMBER 15, 2020

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

<p>Staff Present: Assistant City Manager Kelly Brooks Associate Planner Brett Kelter City Attorney Justin Gericke City Manager Ann Ober City Recorder Scott Stauffer</p>	<p>Climate Action & Sustainability Coordinator Natalie Rogers Community Development Director Leila Aman Planning Manager Laura Weigel Public Works Director Peter Passarelli</p>
---	--

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 community events, including an online open house on the future use of city hall, the swearing-in ceremony for newly elected Council members, and the Milwaukie Poetry Series' William Stafford birthday celebration.

3. PROCLAMATIONS AND AWARDS

A. Milwaukie High School (MHS) Outstanding Student Achievement – Award

Carmen Gelman, MHS Principal, introduced Shelly Espinosa and Council congratulated Ms. Espinosa on her academic and extra-curricular activities.

Ms. Gelman and **Ms. Espinosa** remarked on the challenges of online distanced learning during the COVID-19 pandemic.

4. SPECIAL REPORTS

A. Clackamas Fire – Update

Fred Charlton, Clackamas Fire District #1 (CFD1) Chief, provided updates on the September 2020 wildfire disaster and the COVID-19 pandemic. He also noted the electoral failure of the proposed merger of CFD1 and the Estacada Fire District.

The group thanked CFD1 for their response to the fires and noted that the public should check to see that burned areas are safe and open before venturing into the woods.

Councilor Batey and **Chief Charlton** noted that the cause of the fire on Elk Rock Island in September was still under investigation.

Mayor Gamba expressed interest in working with CFD1 to review the rules that govern the location and use of temporary shelters available to at-risk populations during natural disasters such as wildfires. **Chief Charlton** and **Ms. Ober** suggested the topic could be discussed during the upcoming city and district check-in meeting.

5. COMMUNITY COMMENTS

Mayor Gamba reviewed the public comment procedures. **Ms. Ober** suggested that Council first hear from the speaker and then Councilor Hyzy would provide a response to the topic that was brought-up during the December 15 community comments.

It was noted that Milwaukie residents Shane Abma and Rev. Douglas Edwards wanted to comment on Councilor Parks' retirement and would do so during the virtual reception.

Tracy Roundy, owner of Gramma's Corner Kitchen restaurant, reported on the responses she had received about her proposal to limit the fees charged by food delivery service providers. She commented on the challenges faced by restaurants when using online applications for delivery services.

Mayor Gamba reported that Milwaukie could not take the same action to limit fees like Portland had. He and **Councilor Hyzy** commented that Council would encourage the state legislature to limit the delivery fees charged. **Ms. Roundy** thanked the city for their efforts and noted that other states had taken action to limit food delivery fees.

Councilor Parks suggested Ms. Roundy contact the Oregon Restaurant Association. She and **Ms. Roundy** remarked on the possibility of a statewide fee limitation.

Councilor Batey reported that the legislature's fee limit proposal would be published soon. She and **Mayor Gamba** suggested Ms. Roundy ask the Downtown Milwaukie Business Association (DMBA) to write a letter in support of a fee limit.

Support for State Assistance for Restaurants Impacted by COVID-19 – Resolution

Councilor Hyzy read the text of a proposed resolution in support of state action to support local businesses impacted by COVID-19 into the record.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, CALLING FOR AN EMERGENCY SPECIAL SESSION OF THE OREGON STATE LEGISLATURE IN SUPPORT OF RESTAURANTS IMPACTED BY COVID-19 RESTRICTIONS.

WHEREAS, the necessary restrictions of on-site dining during the COVID-19 pandemic have severely impacted restaurants; and

WHEREAS, many restaurants are now almost entirely dependent upon third-party food delivery services for their business; and

WHEREAS, the fees charged by third-party food delivery services may be as high as thirty percent, effectively eliminating a restaurant's ability to profit; and

WHEREAS, the City of Milwaukie recognizes the integral role our small businesses play in our community, providing gathering places and sponsoring or supporting many of the events that help define Milwaukie; and

WHEREAS, the City of Milwaukie is deeply committed to supporting its local businesses and restaurants and, to that end, has issued a total of \$252,000 in grants through our Business Relief Fund since the beginning of the pandemic; and

WHEREAS, the city looks forward to further opportunities to invest in and support local businesses through our Construction Excise Tax Fund for Economic Development and Urban Renewal Area Fund, as well as through our ongoing relationship with the Downtown Milwaukie Business Association.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Milwaukie, Oregon, calls upon the Oregon State Legislature to convene an emergency session in 2020 to address the ongoing impacts of the COVID-19 pandemic. The City Council

urges the State Legislature to pass legislation to assist restaurants, including, but not limited to, capping third-party food service delivery fees charged to restaurants by third-party delivery services at no more than ten percent; banning the pass-through of credit card service fees by food delivery services to restaurants; and prohibiting any reduction in compensation to delivery workers in order to compensate for fees lost from capping delivery fees.

It was moved by Council President Falconer and seconded by Councilor Parks to approve the resolution calling for an emergency special session of the Oregon State Legislature in support of restaurants impacted by COVID-19 restrictions. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting “aye.” [5:0]

Resolution 78-2020:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, CALLING FOR AN EMERGENCY SPECIAL SESSION OF THE OREGON STATE LEGISLATURE IN SUPPORT OF RESTAURANTS IMPACTED BY COVID-19 RESTRICTIONS.

The group remarked on how the resolution would be distributed to the legislature and other groups to encourage support for state action.

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. November 10, 2020, Study Session;**
- 2. November 17, 2020, Work Session; and**
- 3. November 17, 2020, Regular Session.**

B. Resolution 79-2020: A resolution of the City Council of the City of Milwaukie, Oregon, authorizing the mayor to sign a memorandum of understanding (MOU) with Portland General Electric (PGE) with the intent to collaborate in an effort to help achieve the city’s climate action energy goals.

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

7. BUSINESS ITEMS

A. Records Management System Contract Renewal – Resolution

Mr. Stauffer explained that Council was asked to authorize a contract for the city’s electronic records management system. He explained that the city participated in the Oregon Records Management Solution (ORMS), a public/private partnership administered by Oregon State Archives and Chaves Consulting. He provided an overview of the system, noting how it is used to maintain, retrieve, and dispose of records. He explained that the proposed contract included the same terms as the previous contract and would not require any additional funding.

Ms. Ober and **Councilor Hyzy** thanked the city recorder’s office for their work to maintain the city’s records. **Mr. Stauffer** thanked Accounting and Contracts Specialist Kelli Tucker for negotiating the new contract and helping maintain the city’s records.

It was moved by Council President Falconer and seconded by Councilor Parks to approve the resolution, acting as the Local Contract Review Board, authorizing a five-year contract with Chaves Consulting for continued participation in the Oregon Records Management Solution. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting “aye.” [5:0]

Resolution 80-2020:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING A FIVE-YEAR CONTRACT WITH CHAVES CONSULTING FOR CONTINUED PARTICIPATION IN THE OREGON RECORDS MANAGEMENT SOLUTION.

B. Central Milwaukie Bikeway Connection Project – Update

Mr. Kelter provided a project update. He noted the location of the three possible bikeway routes that would connect regional trails and greenways. He reviewed the city’s 2015 Central Milwaukie plan for the area and noted the complexity of the bikeway crossing heavy railroad lines and vehicle traffic intersections. He reported on work done by staff and consultants to look at the existing conditions of the area and to collect public feedback on the route options.

Mayor Gamba and **Mr. Kelter** commented on the challenges of route option 1, where the bikeway would cross Harrison Street next to the Union Pacific Railroad (UPRR) line. **Mr. Kelter** reported that although UPRR and the Oregon Department of Transportation (ODOT) had not been officially consulted, they had expressed concern about a bikeway crossing close to the rail line and state Hwy 224. The group remarked on the technical engineering and infrastructure that would be required to navigate a bike route through a heavy vehicle and rail traffic intersection.

Councilor Batey observed that route option 1 would not be in UPRR right of way (ROW) and asked why the railroad had a say in the project. **Mr. Kelter** suggested that UPRR had an interest and potential liability risk in what was built around its infrastructure. **Ms. Brooks** added that many projects near a rail ROW require the city to obtain a rail order which could be time consuming to secure.

Mayor Gamba asked when the bikeway project would be built. **Mr. Kelter** reported when city funds would be available for the project and noted that owners of the redevelopment sites the bikeway would go through were pursuing land use applications which would impact the route. **Mayor Gamba** suggested the project timeline would not be negatively impacted by the time needed to obtain rail orders. He expressed support for route option 1. **Ms. Brooks** remarked on the importance of the city being ready to fund and build the project when asking the railroad for permission.

Councilor Hyzy remarked that public comments had noted safety concerns about route option 1. She expressed hesitancy in supporting option 1. **Mayor Gamba** suggested that the city should require the new developments along the route to include appropriate safety infrastructure for the bikeway. **Mr. Kelter** commented on the potential bikeway routes through the Murphy development site. He reported that the representatives of the Murphy site were more comfortable with the bikeway going along the western edge of their property by the railroad.

Council President Falconer suggested the other two route options would also have traffic safety concerns to be addressed. She remarked that the city needed to consider the natural crossings and where bus lines dropped off and picked people up.

Mr. Kelter outlined bikeway route option 2 which would bring bicycles down 32nd Avenue to Railroad Avenue. Route option 3 would bring bicycles down 32nd Avenue to Llewellyn Street and down 34th Avenue to the Railroad Avenue and Monroe Street intersection. He noted benefits and challenges of both options.

Councilor Hyzy agreed with Council President Falconer's concerns about finding the natural crossing points and address traffic safety concerns on any of the routes. She believed options 2 and 3 made more sense than option 1.

The group discussed which side of 32nd Avenue between Meek Street and Llewellyn Street could better accommodate a bikeway path. They noted the need for the project to look closer at what the bikeway impact would be in terms of path width and how intersections would need to be built.

Ms. Ober asked Council for any further questions or thoughts on the routes. **Councilor Hyzy** suggested it would be helpful to get public feedback about the current use of 32nd Avenue as a route to Harrison Street. **Council President Falconer** observed that many people used 32nd Avenue to walk and bike and to catch the bus.

Mr. Kelter provide a summary of next steps in the project, noting public outreach work and future reports to the Planning Commission and Council.

Councilor Batey didn't prefer any of the three routes. She noted that there had been public concern about the speed of traffic coming down the hill on Harrison Street toward 32nd Avenue. She suggested it would be important to consider future increases in traffic in the area with increased population density. And she observed that there were long periods of calm traffic along the rail line which could make option 1 a better route than the other options which would always have vehicle traffic to deal with.

Mr. Kelter thanked Councilor Parks for her service. **Councilor Parks** remarked on her experiences working with Mr. Kelter.

8. PUBLIC HEARING

A. None Scheduled.

9. COUNCIL REPORTS

Councilor Batey discussed an upcoming Oregon Marine Board (OMB) hearing on a proposed rule that would affect boat traffic on the Willamette River from Portland, past Milwaukie, to Oregon City. She encouraged the public to attend the hearing and noted she would encourage the OMB to add a no-wake zone around Elk Rock Island and Milwaukie Bay.

10. ADJOURNMENT

Mayor Gamba announced that Council would hold a virtual reception for outgoing Councilor Parks after the regular session adjourned. The group noted the public was invited to stay on the Zoom call to participate in the hearing and that Mr. Abma and Rev. Edwards would make their remarks during the reception.

10962

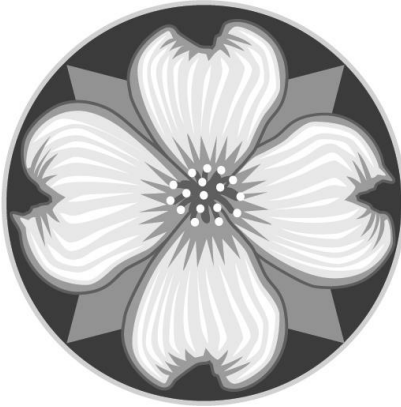
It was moved by Council President Falconer and seconded by Councilor Parks to adjourn the Regular Session. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting “aye.” [5:0]

Mayor Gamba adjourned the meeting at 8:38 p.m.

Respectfully submitted,



Scott Stauffer, City Recorder



RS Agenda Item

2

Announcements

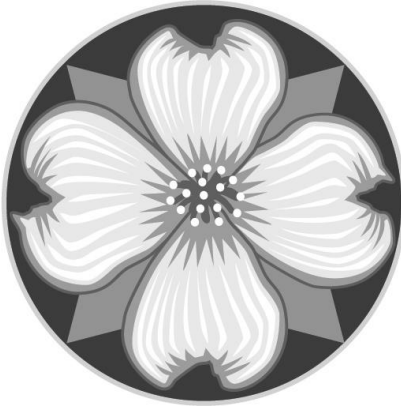


WILLIAM STAFFORD BIRTHDAY CELEBRATION

SATURDAY, JANUARY 9 FROM 2-4PM

Mayor's Announcements – Dec. 15, 2020

- **City Hall Open House – Share Your Vision for the future of City Hall through Jan. 7**
 - Participate online by watching a short video, taking a quick survey, sharing your ideas, and asking any questions you may have.
 - Open house ends on Jan. 7, 2021
 - Visit the new **Engage Milwaukie** website to participate at **engage.milwaukieoregon.gov**.
- **City Offices and Library Closures for Holidays**
 - Thu., Dec. 24 for Christmas Eve & Fri., Dec. 25 for Christmas Day
 - Fri., Jan. 1 for New Years Day
- **City Council Swearing-In Ceremony – Tue., Jan. 5 (4 PM)**
 - Angel Falconer and Desi Nicodemus will be sworn-in as members of City Council
 - Public can watch the ceremony on the city's YouTube channel or on Comcast Channel 30 in city limits
- **William Stafford Birthday Celebration – Sat., Jan. 9 (2 PM)**
 - Poems will be shared by featured readers and an open mic will be hosted.
 - Email Tom Hogan at tomhogan2@comcast.net for more information or call 503-819-8367.
- **LEARN MORE AT [WWW.MILWAUKIEOREGON.GOV](https://www.milwaukieoregon.gov) OR CALL 503-786-7555**



RS Agenda Item

4

Special Reports



CLACKAMAS FIRE

Clackamas County Wildfire Briefing



CLACKAMAS FIRE - 2020

- COVID – 19 Pandemic
- September Wildfires
- Merger with Estacada Fire
- Accreditation
- Budgetary Impacts
- Essential business functions
- Establishing the “new” normal



CLACKAMAS COUNTY

WILDFIRES

City of Milwaukie

Thank You!!



CLACKAMAS COUNTY WILDFIRES



CLACKAMAS COUNTY WILDFIRES

- Status of Wildfires
- Evacuations
- Resources
 - Local, State and Federal
- Fire Camp / COVID-19
- Demobilization / Recovery



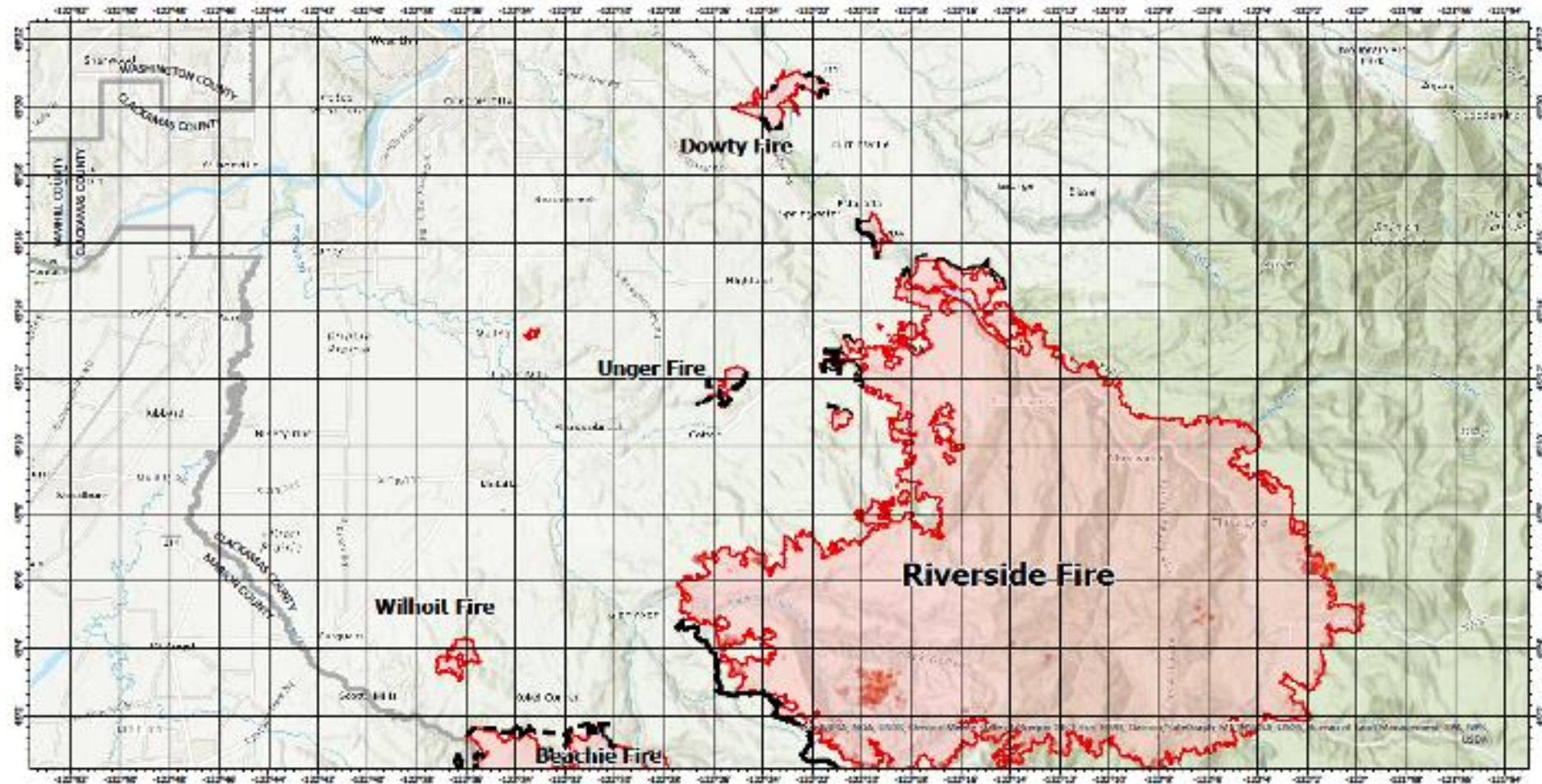
STATUS OF WILDFIRES

- Riverside Fire
 - 138,054 acres
- North Cascade Complex (Clackamas County)
 - Dowty Fire – 1,509 acres
 - Unger Fire – 497 acres
 - Wilhoit Fire – 532 acres
- Beachie Creek
 - 193,376 acres
- Lionshead
 - 204,427 acres



Elk Rock Island

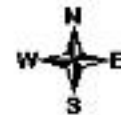
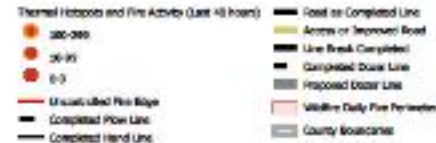
STATUS OF WILDFIRES



Riverside & North Cascade Complex Fires Overview Map

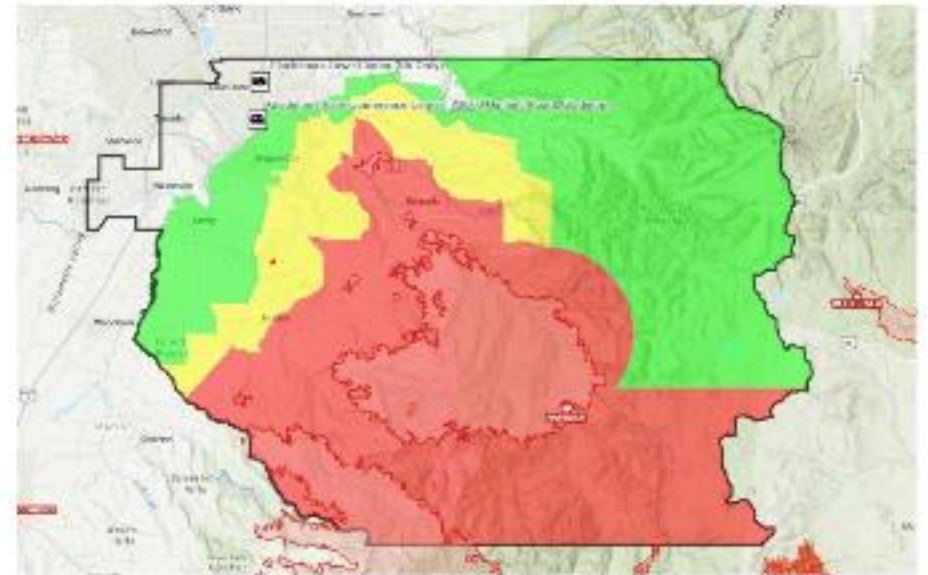
Map exported 9/14/2020 17:44

Map created by Paul Cane for Oregon State Fire Marshal, Incident Command



EVACUATIONS

- Evacuation Levels
 - Level 3 (GO), Level 2 (SET), Level 1 (READY)
- Decision-makers
 - Federal Type 1 Team
 - ODF
 - OSFM
 - ** Clackamas County Sheriffs Office
- Clackamas County Evacuations Map
 - <https://www.clackamas.us/wildfires>



LOCAL, STATE, FEDERAL RESOURCES

- Utilized Automatic and Mutual Aid
- Requested resources from Tri-County area
- Requested resources from Office of State Fire Marshal (OSFM)
- Requested National Guard Air Support
- Declared a State Conflagration on Tuesday, September 11, 2019
- Transferred incident to OSFM
 - State-wide firefighting resources
- Oregon Department of Forestry
- Federal Type 1 Team
- Community Heroes – personnel and equipment



FIRE CAMP / COVID 19

- Established by Clackamas Fire to support OSFM
- Located at Clackamas Community College
- Daily briefings of personnel
- Covid-19
 - Personnel in “modules as one”
 - Health screenings
 - Face coverings
 - Health Officer



DEMOBILIZATION / RECOVERY

- Demobilization Plan
 - Weather and fire behavior dependent
 - Coordinated with stakeholders
 - Transition of responsibilities
- Recovery
 - Supporting our communities
 - Federal Fire Management Assistance Grant (FMAG)
 - Conflagration reimbursement
 - Clackamas Emergency Services Foundation – Wildfire Relief Fund
 - After-Action Review (AAR) – Lessons learned

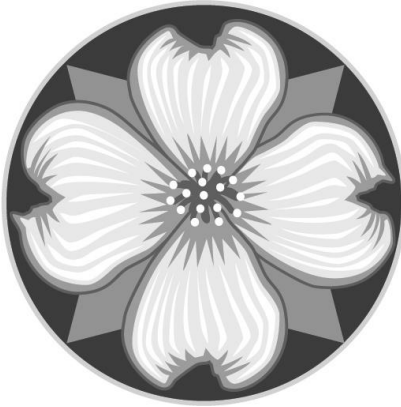




CLACKAMAS FIRE



CLACKAMAS FIRE DISTRICT #1



RS Agenda Item

5

Community Comments



**CITY OF MILWAUKIE
CITY COUNCIL**

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

Speaker Registration

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

Name: Tracy Roundy

Organization: Gramma's Corner Kitchen

Meeting Date: 12/15/2020

Address: 10880 SE Milwaukie Blvd

Phone: 503 654 7410

Email: grammakitchenecorner@gmail.com

Topic: Update on Cap of Delivery Service Fees

You are Speaking...

- ☐ in Support
- ☐ in Opposition
- ☐ from a Neutral Position
- ☒ to ask a Question

Comments:

I did as suggested and contacted some news stations, who in turn ran a story. I have gained some traction and I've been contacted by other local restaurants in the city limits of Portland who shared their struggles. I would like to briefly recap what I've learned, as well as get an update from the city council as to where they stand and how to proceed.

Scott Stauffer

From: Shane - <abmamail@gmail.com>
Sent: Monday, December 14, 2020 11:11 PM
To: OCR
Subject: Addressing city council

This Message originated outside your organization.

To whom it may concern:

I'd like to address the city council during public participation at tomorrow's council meeting. I'd like to thank the Council and city staff for ongoing work and publicly thank Councilor Parks for her service.

Regards,

Shane Abma

Scott Stauffer

From: Douglas Edwards <revdougward@yahoo.com>
Sent: Tuesday, December 15, 2020 11:19 AM
To: OCR
Subject: Request

This Message originated outside your organization.

Please let me know if I can speak when the council addresses Wilda Parks retirement.

Thank you

Rev. Douglas Edwards

626.755.7170

9989 SE 43rd Ave, 97222

Scott Stauffer

From: Scott Stauffer
Sent: Tuesday, December 15, 2020 8:56 PM
To: Scott Stauffer
Subject: 12/15 RS Zoom Chat Log

 Zoom Webinar Chat — □ ×

From Mayor Mark Gamba to [All panelists](#):

Scott where is a copy of the plaque for me to read, I don't find it in the RS or the script.

From Me to [All panelists](#):

i'll email it to you - i'll also share my screen to show it when you read it

From [Ez Meza Gonzalez](#) to [All panelists](#): 06:54 PM

So thankful for your hard work and commitment to the safety of our community. Very impressed that no COVID-19 incidents resulted in your efforts.

From [Douglas Edwards](#) to [All panelists](#): 07:09 PM

I will speak at the Council's pleasure

SCOTT STAUFFER, CMC

City Recorder

he • him • his

p: 503.786.7502 f: 503.786.7540

City of Milwaukie

10722 SE Main St • Milwaukie, OR 97222

COUNCIL RESOLUTION No.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON,
CALLING FOR AN EMERGENCY SPECIAL SESSION OF THE OREGON STATE LEGISLATURE
TO PROVIDE SUPPORT FOR RESTAURANTS IMPACTED BY COVID-19 RESTRICTIONS.**

WHEREAS, the necessary restrictions of on-site dining during the coronavirus (COVID-19) pandemic have severely impacted restaurants; and

WHEREAS, many restaurants are now almost entirely dependent upon third-party food delivery services for their business; and

WHEREAS, the fees charged by third-party food delivery services may be as high as thirty percent, effectively eliminating a restaurant's ability to profit; and

WHEREAS, the City of Milwaukie recognizes the integral role our small businesses play in our community, providing gathering places and sponsoring many of the events that help define Milwaukie; and

WHEREAS, the City of Milwaukie is deeply committed to supporting its local businesses and restaurants and, to that end, has issued a total of \$252,000 in grants through the city's Business Relief Fund since the beginning of the pandemic; and

WHEREAS, the city looks forward to further opportunities to invest in and support local businesses through our Construction Excise Tax Fund for Economic Development and Urban Renewal Area Fund, as well as through our ongoing relationship with the Downtown Milwaukie Business Association.

Now, Therefore, be it Resolved, that the City Council of the City of Milwaukie, Oregon, calls upon the Oregon State Legislature to convene an emergency session in 2020 to address the ongoing impacts of the COVID-19 pandemic; and

Be it Further Resolved, that the City Council urges the State Legislature to pass legislation to assist restaurants, including, but not limited to, capping third-party food service delivery fees charged to restaurants by third-party delivery services at no more than ten percent; banning the pass-through of credit card service fees by food delivery services to restaurants; and prohibiting any reduction in compensation to delivery workers in order to compensate for fees lost from capping delivery fees.

Introduced and adopted by the City Council on **December 15, 2020**.

This resolution is effective immediately.

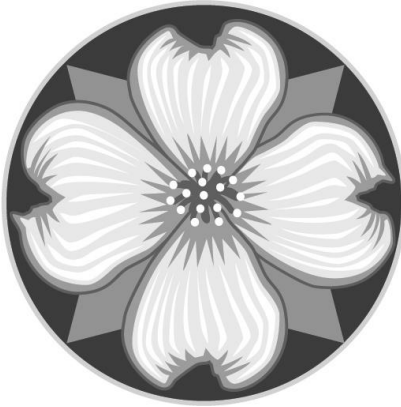
ATTEST:

Mark F. Gamba, Mayor

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney



RS Agenda Item

6

Consent Agenda



COUNCIL STUDY SESSION

Zoom Video Conference
www.milwaukieoregon.gov

MINUTES

NOVEMBER 10, 2020

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

Staff Present by Video: Assistant City Manager Kelly Brooks Equity Program Manager Jon Hennington
City Manager Ann Ober Police Chief Luke Strait
City Recorder Scott Stauffer

Mayor Gamba called the meeting to order at 5:17 p.m.

Ms. Ober noted the State of Oregon had announced a pause on social gatherings due to the coronavirus (COVID-19) pandemic. She announced the dates of the pause and encouraged Milwaukie community members to follow the recommendations.

1. Council Goal: Equity, Justice, Inclusion – Update

Ms. Ober reviewed previous actions related to Council's equity, justice, and inclusion goal. She explained the goal timeline and noted the three engagement phases.

Jon Hennington, Equity Program Manager, introduced himself and discussed his experience with equity, justice, and inclusion work in local and state government. He expressed excitement to work in Milwaukie and thanked the city for taking the initiative on equity work and for the work accomplished to date. **Mayor Gamba** welcomed Mr. Hennington to the team.

Ms. Ober reviewed engagement actions and deliverables that had been accomplished so far in Phase 1. She expressed excitement for what could be accomplished now with the hire of Mr. Hennington.

Ms. Ober noted Resolution 58-2020 that Council adopted in August. She asked if Council thought any purpose statements were missing in the resolution. She asked if Council had measurable outcomes they were trying to reach through this goal and to comment on how the Black, Indigenous, and People of Color (BIPOC) listening sessions influenced the goal's future work.

Council President Falconer suggested a measurable outcome could be to increase participation from communities the city was not currently hearing from. She discussed capturing demographic information like homeowner or renter status, income levels, and to ask people to volunteer information about race or ethnicity. She noted community member comments that people did not participate in events because they did not know about them or because there were too many barriers. She suggested that providing more translation services or childcare may lead to broader participation.

Ms. Ober observed that the meaningfulness of the engagement was important; for people to know that their comments were incorporated in a meaningful way.

Councilor Hyzy provided draft text related to removing systemic racism from city laws, ordinances, and policies through robust two-way communication with Milwaukie's BIPOC residents. The group discussed Council President Falconer's and Councilor

Hyzy's suggestions and how to move forward. They discussed community outreach and communication and the broadness of the goal.

Mayor Gamba observed that the resolution did not address processes or efforts in the broader community outside of city operations and what that would look like. He wanted the resolution to explain how the city can start leading the community in this effort.

Councilor Parks and **Councilor Batey** discussed how the city could lead engagement efforts now and when it was safe to gather in person again.

Council President Falconer noted this goal was an opportunity for the city to recognize it should not be the leader but a sponsor or partner in conversations that were already taking place in the community.. **Councilor Parks** agreed and noted that Council's recent actions give people a foundation of legitimacy to reach out, join in, and learn more.

Ms. Ober summarized that one outcome Council wanted to include in the goal resolution would be to support and embolden organizations to create the experience and culture that Milwaukie was trying to create.

Mayor Gamba noted he was struck and concerned by comments in the listening sessions about how people were treated by their neighbors. He also noted the powerful speeches he heard from Black mayors at the recent League of Oregon Cities (LOC) conference. He believed the city should support and/or co-sponsor similar listening sessions and community events. He wanted the resolution to address the broader community and not just city operations.

Councilor Hyzy provided draft language related to the wording of the goal resolution. The group noted the language could be adjusted more but agreed it pointed the city in the right direction.

Ms. Ober summarized that Council wanted to measure engagement, measure the city's policy shift, and grow the equity work in the region.

Councilor Batey commented that it was clear from the Spanish-language listening session that there was a lack of materials in different languages. She observed the struggle to determine how much to provide in Spanish and noted the Comprehensive Plan review and implementation process had provided a fair amount of materials in Spanish. She also noted there was a sizable Russian-speaking population in Milwaukie, which was an underserved and marginalized community that the city should keep in mind.

Ms. Ober explained that translation services would fit into the engagement verbiage of the resolution. She asked if Council wanted to call out translation services for an outcome, or if the engagement piece would capture it. Council agreed it could be rolled into the engagement piece.

Council President Falconer observed that the representation in city staff and on Council could be measured in the equity goal's work to achieve the outcome of a more representative city. **Ms. Ober** noted the Council diversity goal was a resolution and recommended it focus on items in Council's purview. She noted ways in which Council could influence related policy areas. She and **Council President Falconer** discussed the scope of Council's equity goal resolution related to Council's policy work.

Councilor Hyzy thought Council should make a commitment to increase representation of underrepresented groups in Milwaukie on the city's boards and commissions and

encourage staffing choices. **Mayor Gamba** was good with exploring that and working with the city attorney and city manager to craft language.

Councilor Hyzy appreciated the work Chief Strait and the Milwaukie Police Department (MPD) had done. She suggested adding language related to fostering trust in the MPD's commitment to the safety and well-being of all residents, especially BIPOC residents. She and **Councilor Parks** discussed how to foster trust and agreed that providing the opportunity to build trust was helpful.

Councilor Batey agreed with enhancing the transparency of policing by making policies more user-friendly and accessible. **Ms. Ober** noted that Chief Strait and the MPD had been focusing on enhancing trust and transparency.

Chief Strait agreed that language could be added about creating systems and opportunities to build trust. Council liked the resolution language Chief Strait had proposed and **Ms. Ober** said staff would modify the language and bring it back to Council. She would also send the proposed language to the city's BIPOC email listserv for comments. **Council President Falconer** suggested grammar and terminology considerations.

Ms. Ober noted a request from the listening session had been to translate portions of the city's Pilot newsletter. She reported the costs associated with translating either some sections or the full newsletter into Spanish. **Ms. Brooks** confirmed that the city publishes 11 Pilot issues yearly. If the number of issues was reduced to 10, it would help cover the cost to translate portions of it. She remarked that it would be difficult to determine which articles to translate. **Ms. Ober** noted adding another translated language would double the cost.

Councilor Parks asked if it would be possible to have full Spanish- and Russian-language versions of the Pilot online. **Ms. Brooks** explained the costs and logistics related to creating and mailing the newsletter. She reported it cost \$1,000 per translated language per issue. She and **Councilor Parks** discussed various newsletter options and the impacts they would have logistically and financially. **Ms. Brooks** summarized that staff was taking the suggestion of translating the Pilot seriously and believed they could get to a solution based on whichever path Council wanted. She suggested Council wait until they evaluate the overall language and translation needs for the city to best allocate resources.

Ms. Ober reported on her conversations with the BIPOC community about what should be translated. She summarized that critical-to-know pieces, including the city calendar and events, should be translated. She believed that some interesting-to-know pieces would also be helpful to have translated, like articles about the city's water quality and new services. The group discussed what articles should be prioritized for translation.

Ms. Ober asked Council how many languages the Pilot should be translated in. She also asked if Council would be okay with staff returning to the listening session participants to get their feedback about translating critical information.

Councilor Hyzy had heard from listening session participants that there was a lack of familiarity with how the city works and what it does. She wondered if there was a need for the city to consider how it does outreach and what those communities needed. She was not sure if translating the Pilot would meet those needs and wanted to keep the bigger picture in mind.

Mayor Gamba liked the idea of including translations in the newsletters, as opposed to sending separate translated versions. **Councilor Hyzy** suggested the city could begin to include articles in Spanish to build awareness and connection.

The group discussed if the city should provide Pilot translations in both Spanish and Russian. **Ms. Ober** noted she did not yet have the data pulled for how many Spanish- and Russian-speakers were in the community.

Ms. Ober reiterated that Phase II of the diversity, equity, and inclusion goal would focus on the city's policing work. She summarized current engagement with the BIPOC community to develop traffic enforcement training for police officers. She also noted staff efforts to create an accessible police transparency website. Upcoming BIPOC community engagement would include a review of police policies and the Milwaukie Police Employee Association (MPEA) union contract. **Chief Strait** noted the MPD was currently responding to community questions that came from the listening sessions and would also post responses on the website.

Ms. Ober summarized that the goal's Phase III would address diversity, equity, and inclusion across the city. The city was looking into creating an equity task force and using an equity lens when developing the city budget. She also noted the upcoming launch of the Engage Milwaukie webpage and an equity city website.

Council thanked staff for their work on this goal.

Ms. Brooks reported initial data about languages spoken in Milwaukie. She believed more data was available in the city's Housing Needs Analysis (HNA) and would provide that information to Council soon.

2. Adjourn

Mayor Gamba adjourned the Study Session at 6:47 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

COUNCIL WORK SESSION

Zoom Video Conference
www.milwaukieoregon.gov

MINUTES

NOVEMBER 17, 2020

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

Staff Present: Assistant City Engineer Jennifer Garbely City Manager Ann Ober
Assistant City Manager Kelly Brooks City Recorder Scott Stauffer
City Attorney Justin Gericke Public Works Director Peter Passarelli
City Engineer Steve Adams

Mayor Mark Gamba called the meeting to order at 4:02 p.m.

1. Park and Recreation Board (PARB) – Annual Update

Ms. Brooks explained that the PARB was still finalizing their goals for 2021. She reviewed a list of PARB's accomplishments from 2020 and their draft goals for 2021. She noted recent additions of park advisory bodies like the Tree Board, the Milwaukie Parks Foundation, and The Friends of Elk Rock Island and Spring Park (FERI-SPARK). She observed it was an interesting time for the PARB to think about their focus area as the groups worked in similar spaces and leveraged each other's' interests and ideas.

PARB Member Ben Johnson reported hearing growing interest and motivation to remove the dam at Kellogg Creek. He was curious what that would mean from a parks and recreation standpoint. He suggested PARB could help advocate for the dam's removal. **Mayor Gamba** noted the parks, transportation, and fish passage benefits of removing the dam. **Councilor Batey** noted she was Council's representative to the North Clackamas Watershed Council and said she could help connect PARB into the dam removal project.

Councilor Batey reported that the Hector Campbell Neighborhood District Association (NDA) felt that the North Clackamas Parks and Recreation District (NCPRD) was not keeping up with maintenance needs at Homewood Park. She asked about the process for reporting those types of maintenance complaints. **PARB Chair Lisa Lashbrook** had not heard of issues regarding Homewood Park. She explained that in the past PARB members would visit the parks twice yearly to observe maintenance needs. She and **Ms. Brooks** noted there was a maintenance request form on the NCPRD website and that they would share with the NDA to get the issues submitted.

Councilor Batey asked where people could go to advocate for pop-up recreational activities and amenities, like pickleball courts, in Milwaukie parks. **Ms. Lashbrook** noted that PARB had focused more on parks and observed that NCPRD provided park programming. **Ms. Brooks** suggested that raising parks programming questions to PARB was a good option. While the city did not have recourses to solve issues, it could help provide connections with people who did control those resources. **Ms. Ober** noted that Council and the community would have a chance to talk with NCPRD at a Council meeting in January 2021. The group noted the community's desire for a skate park. **Ms. Ober** noted it was important to talk about the community's desire to have more recreation in the city's parks and open spaces.

Mayor Gamba asked Mr. Johnson to elaborate about the Kellogg Dam removal effort and **Mr. Johnson** reported hearing that the North Clackamas Watersheds Council (NCUWC) was working on conducting a feasibility study. **Councilor Batey** and **Mayor** discussed the current status of the dam and what needed to be done.

2. Capital Projects – Update

Mr. Passarelli reported on the work being done to update the Supervisory Control and Data Acquisition (SCADA) electronic water monitoring system. He confirmed the SCADA system also tied into the wastewater system. He provided an update on the Well #2 project and noted the project timeline.

Mr. Passarelli explained that the city had hired consultants to assist in updating the city's water and wastewater master plans. He provided an overview of the process, noted initial findings, and explained that the plans would be used to forecast new system demands for each utility.

Council President Falconer commented on the Clackamas County Water Environment Services (WES) system-wide goal to reduce inflow and infiltration (I&I) with. She was surprised to hear that the city did not have as many I&I problems in the system as WES has indicated. She asked about communication and coordination between the city and WES. **Mr. Passarelli** discussed meetings between the city and WES to discuss I&I and the fact that the system did not seem to be degrading as fast as WES was predicting. He noted the city would continue to monitor and work to reduce I&I.

Council President Falconer noted the WES Advisory Committee had representation from all the cities served by WES. She explained that WES planned to have conversations with each city about a shared responsibility to reduce I&I. She observed that having clear data going into those conversations would be helpful. She noted the varying condition of the cities' infrastructures. **Mr. Passarelli** observed that Milwaukie was in a good position because it had up to date information on its systems.

Councilor Hyzy commented that Milwaukie's system was performing better than WES had forecasted. **Mr. Passarelli** confirmed that was the case. He noted that the city had better information because it performed an extended flow monitoring while WES had only looked at one stormy day. He noted additional improvements the city had made to its system. **Ms. Garbely** noted the Kellogg Creek wastewater treatment plant was still going to have capacity issues and a conversation would still need to be held about that after the master plan was finished.

Ms. Garbely provided updates on the River Road and 22nd Avenue Safe Access for Everyone (SAFE) project and the Linwood Avenue SAFE project. The group discussed the details of the Linwood Avenue project.

Mr. Adams provided updates on additional Capital Improvement Projects (CIP) and noted upcoming community outreach and engagement efforts.

Ms. Garbely reported that McBrod Avenue had been paved and was open again. She provided updates on the Meek Street project south phase and the 43rd Avenue SAFE project.

Councilor Batey reported hearing that some projects were coming in over budget. She noted prior discussions about residents who had obligations to pay for sidewalks from prior land use decisions. She wondered if those commitments could be used to help fill

in funding gaps. **Mayor Gamba** thought the city was talking with homeowners when those projects were on their street. **Ms. Brooks** noted she had those conversations on Linwood Avenue and noted difficulties with the practicality and feasibility of collecting those funds. She noted she needed to follow up with the city attorney.

Ms. Garbely announced that the city had received a project of the year award from the Oregon Chapter of the American Public Works Association (APWA) for the Kronberg Park pathway project. She noted it would also be submitted for a national award. The group congratulated the team and noted their appreciation for how the project has benefited the community.

3. Adjourn

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

Mayor Gamba adjourned the meeting at 5:10 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II

COUNCIL REGULAR SESSION

Zoom Video Conference
www.milwaukieoregon.gov

2325th Meeting

MINUTES

NOVEMBER 17, 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	Climate Action & Sustainability Coordinator
	City Attorney Justin Gericke	Natalie Rogers
	City Manager Ann Ober	Housing & Economic Development Assistant
	City Recorder Scott Stauffer	Christina Fadenrecht
	Civil Engineer Wendy Marshall	Library Director Katie Newell
	Community Development Director Leila Aman	Public Works Director Peter Passarelli

Mayor Gamba called the meeting to order at 6:03 p.m.

Mayor Gamba reviewed the video meeting procedures. He and **Ms. Ober** noted that Spanish translation services for Council meetings were available upon request.

1. CALL TO ORDER

A. Pledge of Allegiance.

B. Native Lands Acknowledgment.

2. ANNOUNCEMENTS

Mayor Gamba announced upcoming activities, including online open houses, leaf drop sessions, the annual Thanksgiving farmers market, the city's mini umbrella decorating contest, and the virtual tree lighting ceremony. **Councilor Hyzy** noted that Elk Rock Island and parts of Spring Park would be closed until March 2021 due to restoration work following a fire on the island in September. She noted it was recently Veterans Day and thanked veterans for their service.

3. PROCLAMATIONS AND AWARDS

A. Milwaukie High School (MHS) Outstanding Student Achievement – Award

Carmen Gelman, MHS Principal, introduced Noah Sargent and Council congratulated him on his academic achievements and extra-curricular activities

Ms. Gelman remarked on the challenges of teaching in a distanced learning environment due to the coronavirus (COVID-19) pandemic.

4. SPECIAL REPORTS

A. Library Services – Update

Ms. Newell reported on the number of items checked out and the online and grab-and-go-bag lunch programs provided during the pandemic. She noted that recently expanded indoor pick-up options would be cut back due to heightened COVID-19 restrictions, but curbside book pick-up would still be available. **Ms. Ober** thanked library staff for their work to serve the community.

5. COMMUNITY COMMENTS

Mayor Gamba reviewed the public comment procedures and **Ms. Ober** reported that there was no follow-up from the October 20 community comments. It was noted that no audience member wished to speak to Council on a topic that was not on the agenda.

6. CONSENT AGENDA

Mr. Stauffer noted scrivener error corrections to the proposed youth committee member appointments.

It was moved by Councilor Batey and seconded by Council President Falconer to approve the Consent Agenda as amended by staff.

A. City Council Meeting Minutes:

1. October 6, 2020, Work Session;
2. October 6, 2020, Regular Session; and
3. October 13, 2020, Study Session.

B. Resolution 66-2020: A resolution of the City Council of the City of Milwaukie, Oregon, making youth board and committee member appointments.

C. Resolution 67-2020: A resolution of the City Council of the City of Milwaukie, Oregon, making an appointment to the Public Safety Advisory Committee.

D. Resolution 68-2020: A resolution of the City Council of the City of Milwaukie, Oregon, authorizing an intergovernmental agreement with the North Clackamas Parks and Recreation District (NCPRD) for Milwaukie Bay Park Phase III funding.

E. Resolution 69-2020: A resolution of the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, approving the award of a contract for the construction of the Linwood Avenue Safe Access for Everyone (SAFE) / Safe Routes to Schools (SRTS) Project (CIP-2018-T48) to D&D Concrete and Utilities, Inc.

F. Approval of an Oregon Liquor Control Commission (OLCC) Application for Pint Sized Pub, 11301 SE 21st Avenue – Off-Premises Sales.

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

Councilor Batey expressed appreciation that consent agenda items 6. D. and 6. E. had been approved. She noted concern about how NCPRD and Clackamas County would allocate resources to fund proposed facility improvements at the old Concord School site in Oak Grove and a new library in Gladstone.

Councilor Hyzy was happy to have the first group of youth committee members appointed to city boards and committees. **Ms. Ober** noted that staff would be working with the new youth members to provide an orientation and periodic check-ins.

7. BUSINESS ITEMS

A. Executive Session News Media Policy – Discussion

Mr. Stauffer provided an overview of previous discussions about developing a policy regarding news media representatives at executive sessions. He explained that staff had evaluated other cities' policies, state law, and news media profession definitions to draft a policy. He reviewed changes to the policy proposed by Councilor Batey.

Mr. Stauffer and **Councilor Batey** commented on the possibility of a solo blogger, or someone who doesn't work for an official news media outlet, seeking to attend an

executive session. **Mayor Gamba** and **Councilors Batey and Hyzy** remarked on the intent of letting the news media attend executive sessions and whether the policy should be strict or vague in defining news media representatives. They noted the importance of holding journalists accountable.

It was noted that Council was comfortable with the proposed policy.

Mr. Gericke suggested the policy would provide guidance for staff who would rely on state law in making determinations about who can attend executive sessions.

It was noted that the policy would be placed on the December 1 regular session agenda for Council to consider adopting it.

B. Accessory Dwelling Unit (ADU) Waivers – Update

Ms. Aman explained that staff was providing an early update on the ADU waiver pilot program because the program's 10 spots had been taken and there was a wait list of interested applicants. She provided an overview of the program, noting how the waived ADU system development charges (SDCs) had been funded, and how staff had implemented the program. She reported that of the initial 10 applications, three were to bring existing ADUs into compliance with the city code; three were for converting attached structures into ADUs; and seven were for building new ADUs. She and **Councilor Batey** noted that the staff report had incorrectly reported the number of new ADUs to be built in the first 10 applications.

Ms. Aman continued to provide an overview of the applications received to-date, reporting that nine were intended for future use as short-term rentals. She observed that other development costs continued to be a barrier for building ADUs, that there was interest in the program, and that code enforcement needs should be considered as more ADUs are built. She asked for Council feedback on extending the program and changing the program criteria.

Mayor Gamba and **Ms. Ober** discussed how the city currently monitors short-term rental units and noted code enforcement staff's limited ability to track short-term rentals. The group remarked on whether short-term rentals could be tracked through the city's business registration process.

Councilor Batey and **Ms. Aman** commented on the ADU permitting process. The group noted reasons why an applicant could need several months to secure funding and seek other permits and land use approvals before building an ADU. They remarked on whether the program should allow 60 days, 90 days, or six months to pull a building permit after receiving initial approval.

Ms. Aman summarized that Council agreed that a six-month window was too long and perhaps 90 days was a better timeframe to require an ADU applicant to pull building permits. She noted how staff could reach out to an applicant throughout the timeframe to check in on the applicant's intentions to build. **Council President Falconer** and **Councilor Parks** expressed support for a 90- or 120-day timeframe. **Mayor Gamba** was fine with a six-month timeframe but not opposed to a shorter timeframe. The group noted the importance of not changing the time period for those who had already applied, and **Ms. Fadenrecht** commented on the anticipated construction timelines of the initial 10 applicants.

Councilor Batey and **Ms. Aman** noted that once a building permit was issued there was an additional time period for the construction to occur.

Ms. Aman suggested Council was comfortable changing the timeframe to 90 days for an application to be approved and for a building permit to be pulled for any application received after November 17, 2020. She noted that the first 10 applications would still have a six-month window. **Ms. Ober** asked for clarification that the timeframe was for permits to be applied for and construction had to be scheduled by June 30, 2021. Council concurred with Ms. Aman and Ms. Ober's statements.

Councilor Batey asked if the pilot program allowed short-term rentals and **Ms. Ober** reported that Council had not set that as a program condition. **Ms. Aman** commented on the intention of some applicants to use the ADUs to house family members.

Councilor Hyzy noted there was no way the city could ensure the ADUs being built were affordable housing. She asked the city to not refer to the new ADUs as affordable unless it was certain that is what they would be. **Ms. Ober** suggested the city would know more about the outcomes once the pilot program ended. Then Council and staff could discuss how to change it to better incentivize affordable housing.

Council President Falconer asked that a future Council agenda include a discussion about how the city's equivalent dwelling units (EDUs) were calculated. She commented on the importance of increasing the range of housing types available in the city. She suggested the city take an approach like what Clackamas County had recently done with its EDU calculations. She and **Councilor Batey** agreed that the city's wastewater master plan could be a process to review the EDU calculations. **Mayor Gamba** seconded Council President Falconer's agenda discussion request.

Mr. Passarelli reported that the upcoming wastewater master plan study did include an evaluation of SDCs. He noted that the previous water and stormwater master plan reviews had not looked at SDCs. The group discussed whether the EDU calculations would require a professional consultant study. **Mayor Gamba** suggested the city just needed to revise the fee structure to collect more from bigger houses and less from smaller houses.

Mayor Gamba and **Councilor Batey** remarked on whether the SDC waivers resulted in more people applying to build ADUs.

Ms. Ober confirmed that the EDU calculation discussion would be placed on a March 2021 Council agenda.

Councilor Hyzy suggested there was a need to think critically about the program and whether it was successfully promoting affordable housing.

Mayor Gamba recessed the meeting at 7:58 p.m. and reconvened at 8:05 p.m.

8. PUBLIC HEARING

A. Public Tree Code Adoption – Ordinance

Call to Order: **Mayor Gamba** called the public hearing on the proposed public tree code to order at 8:05 p.m.

Purpose: **Mayor Gamba** announced that the purpose of the hearing was to consider adopting the proposed public tree code.

Conflict of Interest: No Council member wished to declare a conflict of interest.

Staff Presentation: **Mr. Passarelli** provided an overview of changes to the draft public tree code language that had been proposed since Council's last discussion on the topic.

Changes were meant to provide clarification about tree removal permit fees and process. He reviewed the proposed tree removal fee schedule, noting that fees were aimed to keep healthy trees from being removed. He and **Councilor Batey** noted a proposed language change to the draft code regarding certain types of certified professionals that may need to be involved when deciding if a tree was to be removed.

Correspondence: Staff reported that no correspondence had been received on the topic.

Conduct of Hearing: **Mayor Gamba** reviewed the hearing conduct procedures.

Audience Testimony: **Neil Schulman**, North Clackamas Watersheds Council (NCWC) Executive Director, expressed NCWC's support for the proposed public tree code. He thanked Council and staff for working with NCWC to increase the city's urban tree canopy and looked forward to working with the city on the development of a private tree code.

Staff Response to Testimony: **Mr. Passarelli** thanked NCWC for their support.

Close Public Hearing: **It was moved by Council President Falconer and seconded by Councilor Batey to close the public hearing on the proposed public tree code. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting "aye." [5:0]**

Mayor Gamba closed the public hearing at 8:18 p.m.

Council Discussion: The group noted Council had discussed the code at great length and thanked staff and the Tree Board for developing the proposed code language.

Council Decision: **It was moved by Councilor Hyzy and seconded by Council President Falconer for the first and second readings by title only and adoption of the ordinance amending Municipal Code Chapter 16.32 Tree Cutting as amended. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting "aye." [5:0]**

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

Mr. Stauffer polled the Council with **Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting "aye." [5:0]**

Ordinance 2197:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING MUNICIPAL CODE CHAPTER 16. 32 TREE CUTTING.

It was moved by Councilor Batey and seconded by Councilor Parks to approve the resolution revising fees and charges and updated Section 5 of the Master Fee Schedule for Fiscal Years 2021 and 2022. Motion passed with the following vote: Councilors Falconer, Batey, Parks, and Hyzy and Mayor Gamba voting "aye." [5:0]

Resolution 70-2020:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, REVISING FEES AND CHARGES AND UPDATING SECTION 5 OF THE MASTER FEE SCHEDULE FOR FISCAL YEARS 2021 AND 2022.

9. COUNCIL REPORTS

Councilor Hyzy reported that she had shared a draft letter with Council that addressed how the Oregon Department of Transportation (ODOT) should allocate the next round of Statewide Transportation Improvement Program (STIP) funding. The group noted that

Councilor Batey had proposed changes to the letter. It was Council consensus to send ODOT the letter proposed by Councilor Hyzy and revised by Councilor Batey.

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 8:27 p.m.

Respectfully submitted,

Scott Stauffer, City Recorder

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Dec. 3, 2020

Reviewed: Blanca Marston (as to form), Administrative Specialist

From: Peter Passarelli, Public Works Director, and
Natalie Rogers, Climate Action and Sustainability Coordinator

Subject: Memorandum of Understanding (MOU) with Portland General Electric (PGE)

ACTION REQUESTED

Council is asked to authorize the mayor to sign an MOU with PGE for collaboration to help the city achieve its climate action energy goals.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[October 2, 2018:](#) Council unanimously adopted the Milwaukie Community Climate Action Plan (CAP). Staff identified and presented 21 actions to be initiated in the following two years.

[December 10, 2019:](#) Council received an update on CAP implementation with a focus on carbon accounting and broader energy generation goals.

[January 21, 2020:](#) Council adopted a resolution declaring a climate emergency and calling for the CAP carbon goals to be accelerated.

[March 3, 2020:](#) Council received an update on CAP implementation with a focus on the 2030 energy goal and PGE programs and product opportunities.

[May 12, 2020:](#) Council received an informational presentation on a potentially carbon-free electricity product being explored by PGE.

[August 11, 2020:](#) Council received an update on the carbon-free product development from PGE.

[December 8, 2020:](#) Council received an update on CAP implementation and the PGE MOU.

ANALYSIS

The CAP was adopted in October 2018, laying out 53 city-led actions designed to reach community carbon neutrality through adaptation and mitigation strategies. The goals outlined in the original CAP were accelerated by Council's declaration of a climate emergency in January 2020. The accelerated targets now include net zero carbon emissions from electricity by 2030, net zero emissions from building fuels by 2035, and community-wide carbon neutrality by 2045. Staff have been working to achieve the accelerated CAP goals through the strategies outlined in the CAP, including the action work with PGE to become "net-zero" from electricity. Staff have been coordinating with PGE on a variety of projects, programs, and opportunities within Milwaukie to decarbonize the electricity mix, electrify buildings and transportation, increase the use of innovative technologies within the community, and improve energy efficiency in buildings and behaviors.

PGE MOU

PGE and the city have been working on an MOU to better define roles and responsibilities in the partnership to achieve Milwaukie's 2030 CAP goal. The MOU outlines multiple areas of collaboration between PGE and the city and helps strengthen transparency and understanding between both parties regarding commitments and opportunities to achieve the city's goal.

These include commitments around data transparency, clean electricity, smart energy use, and transformative technologies. PGE is also working with the city to develop an implementation plan to define metrics, identify existing and future program, project, and product opportunities, and align goals between organizations. Topics for the implementation plan include energy efficiency, generation and procurement, demand response, resiliency, outreach and promotion, and data sharing.

CLIMATE IMPACTS

The work performed by public works staff and city departments to strengthen relationships with PGE and decarbonize the electricity mix are essential in mitigating the city's contribution to the climate crisis. In addition, promoting use of innovative technology and storage in the community may further community resiliency in adapting to the coming impacts of climate change. As building energy is the largest sector of greenhouse gas emissions in Milwaukie, actions to decarbonize the electricity grid could provide the greatest and most immediate reductions in community emissions.

BUDGET IMPACTS

Small programmatic expenses may occur due to city participation in the listed energy programs. Appropriate funds to cover these expenses already exist in the current budget and will be requested for inclusion in future budgets.

WORKLOAD IMPACTS

Public works staff will be leading CAP implementation and coordination with PGE on relevant programs and initiatives. Staff will manage workloads appropriately and may need to prioritize or delay projects as needed, but currently have the capacity to manage the city's ongoing climate action efforts.

COORDINATION, CONCURRENCE, OR DISSENT

Not applicable.

STAFF RECOMMENDATION

Staff recommends that Council authorize the mayor to sign the MOU with PGE.

ALTERNATIVES

1. Revise the MOU, or
2. Do not sign the MOU.

ATTACHMENTS

1. PGE MOU
2. Resolution

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MILWAUKIE AND
PORTLAND GENERAL ELECTRIC COMPANY FOR COLLABORATION TO HELP ACHIEVE THE CITY'S
CLIMATE ACTION GOALS**

This Memorandum of Understanding (MOU) is made and entered into between the City of Milwaukie, an Oregon municipal corporation (City), and Portland General Electric Company, doing business as PGE, an Oregon fully integrated electric utility corporation serving approximately 50% of the state's population and 75% of the state's economic activity, including customers in the City of Milwaukie. City and PGE are sometimes referred to herein individually as a "Party" and together as the "Parties."

A. PURPOSE

Under this MOU, the Parties intend to collaborate in an effort to help achieve the City's climate action goals established by City Council Resolution 7-2020, **A Resolution Of The City Council Of The City Of Milwaukie, Oregon, Endorsing The Declaration Of A Climate Emergency And Emergency Mobilization Effort To Restore A Safe Climate**. Specifically, Resolution 7-2020 calls for the City and Milwaukie community to achieve the following:

- a. By 2030, Milwaukie will have no net carbon emissions from its electricity use.
- b. By 2035, Milwaukie's buildings will have no net carbon emissions.
- c. By 2045, Milwaukie will be a fully carbon-neutral city.

To support the City's established climate action goals, the Parties intend this MOU, and the upcoming update to the City's Climate Action Plan, to prioritize the projects that most likely will produce cost-effective greenhouse gas emission reduction while keeping the bulk electric system reliable and affordable. To meet these objectives, the Parties intend to have regular meetings to identify actions, develop plans, and report on progress. While the initial scope of these discussions is outlined below, the Parties recognize that their collaborative work together on this effort may result in additional or revised projects or new potential opportunities.

B. SCOPE OF PROJECTS

1. Data Transparency Plan. The Parties intend to develop a data transparency plan. PGE intends to provide the City with publicly available data (including aggregate community data for load served by PGE) to the extent such disclosures are permitted under applicable privacy policies, laws, regulations and tariffs, to inform the City's and community's climate action planning and track progress towards the City's climate action goals. The plan may include data related to PGE's greenhouse gas emissions and resource mix, PGE program participation by Milwaukie residents and businesses, electric vehicle public charging information for locations in the City, and net-metering participation within the City. During development of the data transparency plan, a detailed analysis will be performed to determine what data can be shared between Parties.
2. Clean Electricity. The Parties will continue to engage on the development of a community clean energy product or plan that would help support the City in reaching its climate action goals. Specifically, the Parties agree to collaborate in explicitly defining and pursuing a product or plan that provides participating City customers no net carbon electricity by 2030, increases access to Pacific Northwest clean energy,

develops low-income options, and helps achieve the City's climate action goals in an affordable manner.

3. Smart Energy Use. The Parties intend to develop a plan to increase City and public engagement in programs designed to support and advance smart energy use such as energy efficiency (including conversion of streetlights to LED), demand response, grid-connected appliances, grid-connected self-generation (e.g. distributed solar PV), and electric vehicles, offered by PGE, the Energy Trust and other community provider programs, that align with the climate action goals of the City.
4. Transformative Energy Technologies. The Parties will strive to jointly investigate new transformative energy technologies that further economywide decarbonization and increase resiliency of the distribution electric grid for potential deployment in Milwaukie, such as:
 - a. Smart Grid Testbed.
 - b. Smart streetlights.
 - c. Grid-connected electrified buildings.
 - d. Community resiliency and microgrid technologies.
 - e. Transportation electrification infrastructure and support services (e.g., fleet electrification, electric vehicle charging expansion).
 - f. Grid-connected energy storage.

C. IMPLEMENTATION

The Parties intend to develop detailed scoping documents, and potentially implementation plans, as outlined above to identify respective roles, processes, responsibilities, timelines, program and project development pathways and potential costs related to the above projects. The Parties intend to jointly publish an annual progress statement.

D. COLLABORATION OF PARTIES

PGE supports the City's goals under the Milwaukie Climate Action Plan and Resolution 7-2020 and the Parties commit to collaborate to achieve said projects as outlined herein that support making progress towards those goals.

E. GENERAL PROVISIONS

1. This MOU can be terminated by either Party by providing the other party 60 days written notice.
2. This MOU may only be modified by the mutual written consent of both parties.
3. This MOU shall be interpreted under the laws of the State of Oregon.
4. In the event of a dispute between the Parties, the Parties agree to first attempt to resolve any disputes related to this MOU by meeting(s) between the City Manager and PGE representative in a good faith effort to work through the issue(s) consistent with the purpose and intent of this MOU.
5. PGE makes no representations, warranties or guarantees, expressed or implied, as to the accuracy or completeness of the data, reports, memorandums, analysis, or recommendations provided by PGE under this commitment. In no event shall PGE be liable to the City of Milwaukie or any third party relating to or resulting from such party's use of any of such data, reports, memorandums, analysis or recommendations provided by PGE under this MOU or any errors therein or omissions therefrom.

6. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS MOU TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MOU, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS MOU FAIL OF THEIR ESSENTIAL PURPOSE.

All notices or communications which are required or desired under this MOU should be directed to the following persons:

To City: Natalie Rogers
503-786-7668 /rogersn@Milwaukieoregon.gov
City of Milwaukie
6101 SE Johnson Creek Blvd.
Milwaukie, OR 97202

To PGE:
Contact INFO

7. This MOU is effective on the last date signed by the Parties below.

PORTLAND GENERAL ELECTRIC COMPANY

CITY OF MILWAUKIE

PGE Representative

Date: _____

Mark Gamba, Mayor

Date: _____

Approved as to form:

City Attorney's office

**COUNCIL RESOLUTION No.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE MAYOR TO SIGN AN MEMORANDUM OF UNDERSTANDING (MOU) WITH PORTLAND GENERAL ELECTRIC (PGE) FOR COLLABORATION TO HELP ACHIEVE THE CITY'S CLIMATE ACTION ENERGY GOALS.

WHEREAS, on October 2, 2018, the City Council adopted the Milwaukie Climate Action Plan, which included the strategy to work with Portland General Electric (PGE) to become net zero from electricity by 2035; and

WHEREAS, on January 21, 2020, the City Council adopted a resolution declaring a climate emergency and accelerated its goal of net zero electricity from 2035 to 2030; and

WHEREAS, the measures to restore a safe climate include a rapid, just, managed phase-out of fossil fuels; ending greenhouse gas emissions as quickly as possible to establish a zero-emissions economy; a widespread effort to reduce excess carbon in the atmosphere; a full transition to a regenerative agriculture system; and an end to the Sixth Mass Extinction through widespread conservation and restoration of ecosystems; and

WHEREAS, the scale of action necessary to achieve these measures requires collaboration with the city's utility partners to develop and implement effective, just, and equitable solutions to address the climate emergency.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the Mayor is authorized to sign an MOU with PGE for collaboration to help achieve the city's climate action energy goals.

Introduced and adopted by the City Council on **December 15th, 2020.**

This resolution is effective immediately.

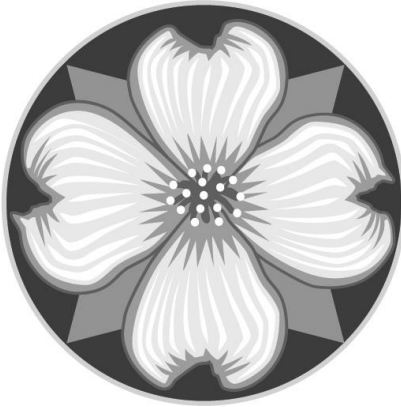
Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney



RS Agenda Item

7

Business Items

COUNCIL STAFF REPORT

To: Mayor and City Council
Ann Ober, City Manager

Date Written: Nov. 25, 2020

Reviewed: Kelli Tucker, Accounting and Contracts Specialist

From: Scott Stauffer, City Recorder, and
Hannah Wells, Records and Web Specialist

Subject: **Records Management System Contract Renewal**

ACTION REQUESTED

Council is asked to adopt a resolution renewing the city's contract with Chaves Consulting, the third-party administrator of the electronic records management system known as the Oregon Records Management Solution (ORMS). The city has used ORMS since 2011.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

April 19, 2011: Council adopted Resolution 47-2011 (Attachment 1), authorizing the city to join ORMS, a new public/private partnership between Oregon State Archives and Chaves Consulting. This new model for records management software as a service allowed smaller government agencies to purchase space in a secure shared environment that is managed and maintained by a private tech firm and the state agency that governs public record retention.

At the same time, the city executed a subscription service agreement with Chaves Consulting through the competitively awarded state contract for the licensed use of the electronic records management system (ERMS) known as Hewlett-Packard Records Manager (HPRM).







ANALYSIS

The city has been a member of ORMS since 2011. ORMS is a statewide program that provides members access to a robust and secure ERMS. This system has allowed staff to respond quickly to public records requests, eliminated the need for offsite records storage, significantly reduced floorspace and equipment necessary for onsite records storage, and created greater transparency by making a large digital records library available to the public. It has also lowered the city's legal liability by creating an automated method for destroying records that have met retention while also retaining the information that gives justification for destruction. The system is also being used as a reporting tool for contracts that are nearing expiration.

While ORMS is not the only ERMS on the market, it was originally selected by city staff because (1) it uses the robust HPRM software that complies with United States Department of Defense (DoD) security requirements; (2) it has a scalable pricing model where each agency pays for the number of seats needed without any upfront or large software purchases required; and (3) HPRM provides a process for staff and ORMS administrators to review and destroy records that have met the end of their retention period as outlined by Oregon Administrative Rule (OAR) 166-200. Since 2011, staff has found great value in using the system that the state administers. There have been several times in the last decade that the system or the OARs that govern public records have been significantly updated and those updates required significant

changes in the system. Rather than city staff spending time upgrading the system, those important tasks were performed by our partners at Chaves Consulting and State Archives.

As reported in the biennial budget, below are key workload indicators related to the city's participation in ORMS and use of the HPRM system.

WORKLOAD INDICATORS	GOAL	FY17	FY18	FY19	FY20 (EST)	FY21 (EST)	FY22 (EST)
Records (HPRM) - # of digital files registered		81,998	7,634	12,301	10,000	10,000	10,000
Records (HPRM) - # of digital files viewed	 	9,216	18,728	10,149	13,000	13,000	13,000
Records (HPRM) - # of digital files deleted		637	915	4,594	5,000	6,000	7,000
Records (HPRM) - # of files published online		296	211	208	250	250	250
Records (HPRM) - cubic feet of paper files purged		33	172	71	40	45	50

In addition to the technical and fiscal benefits of the system, having a working partnership with the staff at State Archives has allowed city staff to remain “in the know” and in the conversation with the rule makers. These relationships have proven very useful, as was the case when the state dealt with several high-level email records issues that led to substantial changes in the public records law in 2017. Through the city's partnership with ORMS, city staff were not only able to closely monitor the proposed and adopted changes in state law, they were able to actively participate by providing valuable feedback on the proposed law changes.

In late 2020, the city received the newest amendment to the state-awarded contract with Chaves Consulting. Staff and Chaves Consulting negotiated a new, clean contract that incorporates the terms and conditions from the prior amendments made to the state contract and ensures compliance with the city's Public Contracting Rules (PCRs). The attached contract reflects staff's discussion with Chaves Consulting and includes the same pricing that has been in effect since 2011, meaning the fiscal efficiencies the city has enjoyed over the last decade will remain in effect with no additional financial resources needed. The new contract will be for a five-year term.

BUDGET & WORKLOAD IMPACTS

None.

CLIMATE IMPACT

As an electronic system, ORMS allows the city to reduce the amount of paper needed to maintain public records. Staff require less space at their workstations to house paper files and the city does not need to pay for off-site storage for paper records, reducing Milwaukie's operational building energy emissions generated by off-site storage facilities. Because storing and accessing the city's records is mostly done electronically, reliance on technology will increase total electricity usage for the city, but Milwaukie's subscription to 100% carbon-free electricity will reduce electricity emissions to zero. As files are shared electronically, there are fewer vehicle trips needed to retrieve records that had previously been stored outside the city or at various facilities around the city, further reducing transportation emissions associated with records.

COORDINATION, CONCURRENCE, OR DISSENT

The accounting and contracts specialist agrees with this recommendation.

STAFF RECOMMENDATION

Staff recommends Council adopt the resolution and authorize the city manager to sign a contract with Chaves Consulting for the city to continue receiving subscription services and to participate in ORMS.

ALTERNATIVES

Council may decline to renew the contract, which would result in the city not having a secure and efficient means of storing public records. In such an event, staff would follow a competitive procurement to contract for software and services.

ATTACHMENTS

1. Resolution 47-2011
2. Resolution
3. Subscription Services Contract

RESOLUTION NO. 47-2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON ACTING THROUGH ITS OFFICE OF THE SECRETARY OF STATE AND THE CITY OF MILWAUKIE.

WHEREAS, under ORS 192.015 the legislature designated the Secretary of State as public records administrator of the State; and

WHEREAS, the State Archivist may grant to public officials of the state or any political subdivision specific or continuing authorization for the retention or disposition of public records that are in their custody; and

WHEREAS, Milwaukie Municipal Code Chapter 2.35 adopts Oregon Administrative Rules Chapter 166, Secretary of State, Archives Division, and further outlines the duties of the City's records officer as well as the duties of the City departments; and

WHEREAS, the State Archivist has developed services for managing electronic records and established a statewide agreement with a service provider for ongoing electronic records management system (ERMS) services that allows for the consistent and proper management, access, and final disposition of electronic records; and

WHEREAS, for those agencies and local government bodies that implement an ERMS under the statewide agreement it is the goal of the State Archivist to provide archival consulting and implementation services to participating agencies and entities that incorporate improved and consistent records management practices and comply with the Secretary of State's public records administration requirements; and

WHEREAS, The City of Milwaukie has an interest in implementing such a system and being a pilot project site;

NOW, THEREFORE, BE IT RESOLVED that Milwaukie City Council wishes to enter into said agreement and authorizes the City Manager to execute the agreement attached herein as Exhibit A on behalf of the City of Milwaukie.

Introduced and adopted by the City Council on April 19, 2011.

This resolution is effective immediately upon adoption.

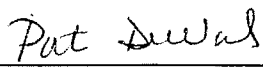


Jeremy Ferguson, Mayor

ATTEST:

APPROVED AS TO FORM:

Jordan Schrader Ramis PC



Pat DuVal, City Recorder



City Attorney

VENDOR COPY

OFFICE OF THE SECRETARY OF STATE

KATE BROWN
SECRETARY OF STATE

BARRY PACK
DEPUTY SECRETARY OF STATE



ARCHIVES DIVISION
MARY BETH HERKERT
DIRECTOR
800 Summer Street NE
Salem, Oregon 97310
(503) 373-0701
Facsimile (503) 378-4118

INTERGOVERNMENTAL AGREEMENT #707030
For
The Oregon Records Management Solution
between
Oregon Secretary of State and City of Milwaukie

This Intergovernmental Agreement (the "Agreement") is made and entered into between the State of Oregon, acting through its Office of the Secretary of State ("SOS ") and the **City of Milwaukie**, (hereinafter "**City**"), a municipal corporation of the State of Oregon (each a "Party", collectively, the "Parties"). This Agreement is effective on the date this Agreement is fully executed and approved as required by applicable law (the "Commencement Date").

RECITALS

Under ORS 192.015, the legislature designated SOS as public records administrator of the state, with the responsibility "...to obtain and maintain uniformity in the application, operation and interpretation of the public records laws." Further to this designation, "[t]he State Archivist may grant to public officials of the state or any political subdivision specific or continuing authorization for the retention or disposition of public records that are in their custody." (ORS 192.105(1))

In order to effectively carry out the above-stated duties and assist state agencies and local governments in the shared responsibility of public records retention and disposal, SOS has determined that the effective management of public records must address information that is primarily contained in or derived from electronic formats. ORS 192.001 to 192.105 gives the State Archivist the authority to conduct an electronic records management system ("ERMS") services program.

The State Archivist has developed services for managing electronic records (including e-mail) that include a uniform, non-technical records classification specification (file structure and records classification). SOS has established a statewide agreement with a service provider for ongoing ERMS services, including provision of a central repository to house electronic records that allows for the consistent and proper management, access and final disposition of electronic records. These additional services are available to state agencies and local governments through a separate contract between each participating entity and the ERMS service provider. The City may enter into a contract with the ERMS service provider under the cooperative purchasing provisions of the contract and state law. For those agencies and local government bodies that implement an ERMS under the statewide agreement, it is the goal of the State Archivist, through intergovernmental agreements, to provide archival consulting and implementation services to participating state agencies and local government entities that incorporate improved and consistent record management practices and comply with the Secretary of State's public records administration requirements.

AGREEMENT

SECTION 1. TERM AND RENEWAL

The initial term of this Agreement begins on the Commencement Date and ends on June 30, 2012 (the "Initial Term"). Thereafter, this Agreement shall automatically renew each year for a one-year term beginning on July 1 of a calendar year and ending on June 30 of the following calendar year ("Extension Term"; the Initial Term together with the Extension Term shall be hereinafter collectively referred to as the "Term"), unless either Party

provides written notice to the other Party of its intent not to renew this Agreement at least six months prior to the expiration of the current Term.

SECTION 2. SERVICES; OBLIGATIONS; OPTING OUT

2.1 Services.

2.1.1 SOS shall make consulting services ("Consulting Services") available to City as set forth in this Agreement. As used in this Agreement "ERMS Services" means the ERMS services that incorporate HP TRIM, the ERMS software and are provided under separate contract between City and the third party provider ("ERMS Provider") under statewide agreement with SOS. The parties mutually agree that, a service level agreement (SLA) which describes the minimum levels of system performance, availability, operation, reliability and continuity will be made part of this separate contract and remain in effect during the use of the ERMS Services.

SOS will work with the individuals identified in Appendix A.

2.1.2 SOS shall provide City with the following services, including those described in Appendix B:

- a. Record Classification and Retention Consulting;
- b. File Structure Consulting;
- c. Preparation for use of ERMS Services; and
- d. Training for City personnel related to the ERMS and record management.

2.1.3 In providing Consulting Services, SOS shall:

- a. Provide appropriately trained staff to fulfill its obligations under this Agreement;
- b. Use reasonable efforts to ensure that levels of service quality, responsiveness and dependability are maintained; and
- c. Make revisions to the SOS internal incident-resolution escalation process to the extent SOS determines such revisions are necessary to fulfill its obligations under this Agreement.

Provision of Consulting Services is subject to City's timely response to requests for critical information necessary to resolve issues.

2.2 City Obligations. City shall:

- a. Negotiate to enter into an agreement with the ERMS service provider using the HP TRIM solution through the cooperative purchasing provisions of the State agreement as allowed under state law;
- b. Incorporate, with SOS assistance, the record structure work provided by SOS that is required to use the ERMS Services;
- c. Appoint an authorized representative upon signing and notify SOS immediately of any change in authority;
- d. Designate a City employee to participate as necessary as a representative on a change advisory board" made up of SOS personnel and representatives from the participating city, county and state entities which shall be responsible for reviewing requested enhancements to ERMS Services, and making recommendations for implementation of such enhancements to the ERMS Provider;
- e. Act as a pilot participant and agree to aid in further developing a model for the statewide rollout of ERMS services related to public records management; and
- f. Timely respond to SOS requests for critical information necessary to resolve issues.

Nothing in this Agreement shall be construed to require SOS to perform any record management activities that City is required to perform pursuant to state or federal law.

2.3 Opting Out.

2.3.1 City may, at its sole discretion and at any time during the Term, discontinue use of Consulting Services by sending 3 months prior written notice to SOS of its intention to discontinue such use (such

action shall be referred to in this Agreement as "Opting Out," or the City's "Opt Out"). City shall specify in its notice the date on which it will Opt Out, which shall not be earlier than 3 months following the date of City's Opt Out notice. Following the notification date of the City's Opt Out, SOS shall have no obligation to provide Consulting Services under this Agreement. Opting Out shall terminate this Agreement as provided in Section 7.

2.3.2 If City chooses to Opt Out, then:

- a. SOS shall have no responsibility for any of City's costs for Opting Out;
- b. SOS shall have no obligation to develop or maintain City's interface to the system employed under ERMS Services that allows City to use another application to manage records within City's own systems, however, SOS shall provide reasonable cooperation to City to assist City in developing such interfaces;
- c. SOS shall allow City to export records, and shall provide reasonable cooperation and assistance to City in completing such export, however SOS shall have no obligation to provide City with any data that resides in the system employed under ERMS Services in any particular format; and
- d. City shall continue to maintain records in accordance with Oregon record retention laws.

SECTION 3. TREATMENT OF DATA

Each Party shall comply with applicable state laws governing the use and disclosure of public records. Each Party shall be responsible for responding to any public records request it receives, to the extent that it has access to the information requested, including responsibility for evaluating and appropriately handling the confidentiality of the information.

SECTION 4. FEES

There shall be no charge to the City by SOS for the Consulting Services described in this agreement during the Term of this agreement, unless specified in a mutually acceptable amendment to this agreement, signed by both parties.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 By City. City represents and warrants to SOS as follows:

5.1.1 City is unit of state government as defined under ORS 190.003, duly organized and validly existing under the laws of the State of Oregon and its duly enacted Charter. The City has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

5.1.2 The making and performance by City of this Agreement: (a) have been duly authorized by all necessary action of City; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative City or any provision of City's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which City is a party or by which City or any of its properties may be bound or affected.

5.1.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by City of this Agreement.

5.1.4 This Agreement has been duly executed and delivered by City and constitutes a legal, valid and binding obligation of City, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

5.2 By SOS. SOS represents and warrants to City as follows:

5.2.1 SOS is an agency of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SOS has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

5.2.2 The making and performance by SOS of this Agreement: (1) have been duly authorized by all necessary action of the State; (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of any other organizational document' and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SOS is a party or by which SOS or any of its properties may be bound or affected.

5.2.3 No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SOS of this Agreement.

5.2.4 This Agreement has been duly executed and delivered by SOS and constitutes a legal, valid and binding obligation of SOS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

6. DEFAULT

A Party shall be in default under this Agreement if:

- a. The Party fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein; or
- b. Any representation, warranty or statement made herein by the Party is untrue in any material respect when made.

7. TERMINATION

7.1 By City. City may terminate this Agreement:

- a. Immediately upon written notice to SOS, or at such later date as City may establish in such notice, if City fails to receive funding, appropriations, limitations or such other expenditure authority at levels sufficient to enable it to meet its contract obligations under this Agreement. In the event City reasonably believes it must terminate this Agreement pursuant to this section, City shall provide notice to SOS as soon as possible of its intent to terminate this Agreement. When possible, City shall provide such notice to SOS 6 months prior to the effective date of the termination;
- b. Immediately upon written notice to SOS if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that City's performance of its obligations under this Agreement is prohibited;
- c. Upon breach of this Agreement by SOS and failure by SOS to cure the breach within 30 calendar days after written notice from City specifying the breach; or
- d. By Opting Out as provided in Section 2.4.

7.2 By SOS. SOS may terminate this Agreement:

- a. Immediately upon written notice to City, or at such later date as SOS may establish in such notice, if SOS fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to continue to provide the Services.
- b. Immediately upon written notice to City, if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that SOS's performance of Consulting Services under this Agreement is prohibited.
- c. Upon breach of this Agreement by City and failure by City to cure the breach within 30 calendar days after written notice from SOS specifying the breach.

7.3 By Either Party. Either Party may terminate this Agreement, for any or no reason, upon six month's written notice to the other Party.

7.4 Remedies. Termination of this Agreement shall not affect any other remedies and rights which a Party may have under this Agreement, in law or in equity.

8. INDEMNITY

The Parties shall (consistent with ORS chapter 180) defend, save, hold harmless, and indemnify one another, including all officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of any negligent acts or omissions under this Agreement. SOS's liability under this Section is limited to the extent permitted by Article XI, Section 7 of the Oregon Constitution and subject to the terms, conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300). City's liability under this Section is limited to the extent provided by any applicable provisions of the Milwaukie Charter, the Oregon Constitution and the Oregon Tort Claims Act. City and SOS shall either carry appropriate insurance or comply with an appropriate self-insurance program. Neither City nor any attorney engaged by City or any other entity shall defend the claim, suit or action in the name of the State of Oregon or any city of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor shall City or any other entity settle any claim, action or suit on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important government principle is at issue and the State of Oregon desires to assume its own defense.

9. OWNERSHIP OF WORK PRODUCT

All Work Product created solely by SOS pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of SOS. All Work Product created solely by City pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. All Work Product created jointly by City and SOS pursuant to or in connection with this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the joint property of SOS and City, "Work Product" means every invention, discovery, work of authorship including academic programs or course curricula, trade secret or other tangible or intangible item and all intellectual property rights therein that a Party may produce pursuant or in connection with this Agreement. As to Work Product created solely by SOS pursuant to this Agreement, the Parties agree that such original works of authorship are "work made for hire" of which SOS is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Agreement is not "work made for hire," SOS hereby irrevocably retains any and all of its rights, title, and interest in all original Work Product created by SOS, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

10. GENERAL PROVISIONS

10.1 Notices. Notices shall be in writing and either delivered personally or sent by registered or certified mail, postage prepaid, by internationally recognized air courier or by facsimile or electronic means which provides for confirmation and acknowledgment of receipt. Notices sent to any Party under this Agreement shall be sent to the Party's Authorized Representative. "Authorized Representative" means (i) with respect to v, the person that is designated in Appendix A; and (ii) with respect to SOS, the Director of the Archives Division of the Office of the Oregon Secretary of State or the person that the Director of the Archives Division designates. Each Party may change its address for receiving notice or its Authorized Representative at any time upon notice given in

accordance with this Section. Notices shall be deemed given upon delivery or, in the case of facsimile or electronic transmission, when acknowledgment and confirmation of receipt is received electronically, provided that a printed copy of such acknowledgment and confirmation is forwarded on the date received, by another means provided for in this Section.

10.2 Force Majeure. Neither Party shall be liable for a delay or failure to perform due to causes beyond its control.

10.3 Independent Status. SOS and SOS's staff, are at all times independent contractors. City shall have no right to, and shall not, control the manner or determine the method of accomplishing Consulting Services. Neither SOS nor SOS's staff are employees or agents of City, nor are City or City's staff employees or agents of SOS for any purpose whatsoever. Neither Party nor its staff shall, under any circumstances, have any authority to act for or to bind the other Party, or to sign the name of the other Party, or to otherwise represent that it is in any way responsible for the other Party's acts or omissions.

10.4 Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflict of law. Any claim, action, suit or proceeding, (collectively, "Claim") between SOS (or any other city or department of the State of Oregon) and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. City, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

10.5 Severability; Waiver. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid. The failure by a Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

10.6 Survival. All rights and obligations shall cease upon termination or expiration of this Agreement except for the rights and obligations set forth in the following sections: Section 4 (Payment); Section 5 (Representations and Warranties); Section 8 (Indemnity); Section 9 (Work Product); Section 10.4 (Governing Law; Venue; Consent to Jurisdiction); Section 10.6 (Survival); Section 10.8 (Records); and Section 10.9 (Entire Agreement; Amendments).

10.7 Compliance with Law. Both Parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.

10.8 Records. Each Party shall maintain financial records relating to this Agreement in accordance with generally accepted accounting principles to clearly document the Party's performance. Additionally, each Party shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Party's performance of its duties under this Agreement. SOS, City, and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of the Parties that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. City and SOS shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

10.9 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, waiver, consent, modification or change of terms of

THE STATE OF OREGON, acting through its
OFFICE OF THE SECRETARY OF STATE

By: JBR Hunt
Title: State Archivist
Date: 4/25/11

Address and Fax for Notices: Oregon Secretary of State
Attn: Linda Lichty
255 Capitol St NE, Suite 180
Salem, OR 97310
Phone # 503-986-2241
Fax #503-378-4991

[City of Milwaukie, Oregon]

By: Wendy Menasha
Title: CITY MANAGER
Date: April 19, 2011

City Address and Fax for Notices MUST be filled in:

City Contact: Pat DuVal
City Address: 10722 SE Main St.
Milwaukie OR 97222
Phone Number: 503-786-7502
Fax Number: 503-653-2444

Appendix A

City Profile

City will use the ERMS Services

Annual Payment to SOS for the Initial Term (as that term is defined in Section 2.1): \$0

City Contact Information:

Title	Name	Phone	email
Project Management and Records Contact	Pat DuVal	503.786.7502	duvalp@ci.milwaukee.or.us
IT Contact	Esther Gartner	503.786.7404	gartnere@ci.milwaukee.or.us

Appendix B

Supported Services

Record Classification: SOS shall assist the City with classification of all appropriate records as determined jointly by SOS and the City

Retention Services: SOS shall specify and recommend record retention schedules and SOS shall assist the City with applying the City Records Retention Schedule to electronic records in the ERMS System

File Structure: SOS will work with the City to develop and implement a file structure that best fits the needs of the City and the use of the ERMS Services. SOS shall assist the City to help ensure that file structures are in place to effectively implement the ERMS Services

ERMS Preparation: SOS shall ensure the City records and structures are in order to effectively begin using the ERMS Services.

Training Services: SOS shall provide all necessary training to ensure a successful migration to the new records management system.

Final Acceptance: SOS will work with the City for final user acceptance which meets success criteria outlined by both parties.

COUNCIL RESOLUTION No.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING A FIVE-YEAR CONTRACT WITH CHAVES CONSULTING FOR CONTINUED PARTICIPATION IN THE OREGON RECORDS MANAGEMENT SOLUTION.**

WHEREAS, since 2011 the city has participated in the Oregon Records Management Solution (ORMS), a public/private partnership between Chaves Consulting and the State of Oregon, which provides an efficient and secure electronic records management system for government agencies; and

WHEREAS, the city has received quality service and support from Chaves Consulting, who maintains the Hewlett Packard Records Manager electronic records management system used by ORMS; and

WHEREAS, the city has benefited from its participation in ORMS, which has allowed Milwaukie's public records to be easily accessible to staff and the public, reduced the amount of physical space required for storing the city's records, and provided United States Department of Defense security protocols to ensure that the city's records are backed-up and protected from natural and man-made hazards; and

WHEREAS, in compliance with the city's Public Contracting Rules for purchasing from cooperative agreements, staff negotiated a contract with Chaves Consulting for a maximum of five years.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, that the city manager is authorized to sign a five-year contract with Chaves Consulting to allow the city to continue to participate in the ORMS, an electronic records management system.

Introduced and adopted by the City Council on **December 15, 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

**EXHIBIT D
SUBSCRIPTION SERVICES CONTRACT**

This Subscription Services Contract Number ORMS – 0204 (“Contract”) is effective January 1, 2021 (“Contract Effective Date”) between Chaves Consulting, Inc. (“Contractor”) and City of Milwaukie (“Authorized Purchaser”).

THIS CONTRACT IS ENTERED INTO PURSUANT TO MASTER SOFTWARE AS A SERVICE AGREEMENT #0486 (the “MSA”) AND IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH THEREIN. THE TERMS AND CONDITIONS OF THE MSA ARE INCORPORATED HEREIN BY REFERENCE AND APPLY TO THIS CONTRACT AND TAKE PRECEDENCE OVER ALL OTHER CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

Authorized Purchaser Contact information:

Authorized Purchaser: City of Milwaukie, Oregon

Contact Name: Scott Stauffer, City Recorder

Address: 10722 SE Main Street, Milwaukie, OR 97222

Phone: 503.786.7502

Email Address: stauffers@milwaukieoregon.gov

Invoices shall be sent to:

Authorized Purchaser: City of Milwaukie, Oregon

Contact Name: Kelli Tucker, Accounting & Contracts Specialist

Address: 10722 SE Main Street, Milwaukie, OR 97222

Phone: 503.786.7523

Email Address: ap@milwaukieoregon.gov

1. Subscription Services

The Contractor will provide to the Authorized Purchaser all required services listed in Exhibit B which includes access to and use of the ORMS Software, data hosting and storage, and helpdesk support services. The State Archives Division will provide the training for using ORMS. The Contractor may provide training to other ORMS Software integrations.

Inquiry-Only Users Services are defined in Exhibit B to the MSA; Inquiry-Only Services do not include the full range of Subscription Services listed above.

Services shall be deemed to commence on the date that: (1) the Authorized Purchaser has access either to the ORMS Software production or quality assurance (QA) environment, to data hosting, storage and helpdesk support; and (2) the Authorized Purchaser's initial Users have been provided Phase 1 initial implementation training as specified in the ORMS Training Plan.

2. Role of State Archives Division

The State Archives Division will work with Authorized Purchaser in order to set milestones such as the number of initial Users, projected total end users upon full Authorized Purchaser implementation, and due date for full implementation.

In the event that Authorized Purchaser is not able to meet a specific milestone date, the Authorized Purchaser shall notify both the State Archives Division and Contractor.

The notification must be given in writing before the proposed milestone date stating the reason the date cannot be met and Authorized Purchaser will not be subject to any penalty charges.

3. Subscription Fee and Payment Schedule

Authorized Purchaser agrees to a minimum of 75 Users per month. Authorized Purchaser agrees to payment option #1 below:

Payment option #1:

Authorized Purchaser shall pay Contractor a monthly fee based on the number of Users for Authorized Purchaser. The rate per User per month is specified in the following table:

Number of Users	Cost per Month per User	Monthly Rebate Per User
2,000	\$37.02	\$8.76
3,000	\$37.02	\$8.76
4,000	\$29.74	\$4.87
5,000	\$26.66	\$2.92
6,000	\$24.06	
7,000	\$21.61	

8,000	\$19.62	
9,000	\$18.81	
10,000	\$17.53	
11,000	\$16.55	
12,000	\$15.71	
13,000	\$14.68	
14,000	\$14.02	
15,000	\$13.55	
16,000	\$12.54	
17,000	\$11.96	
18,000	\$11.44	
19,000	\$10.99	
20,000	\$10.54	

For the purpose of establishing the User cost per month for payment option #1, the number of Users is the cumulative number of users of all Authorized Purchasers that have executed a subscription services contract with Contractor pursuant to the MSA.

Or

Payment option #2:

Authorized Purchaser may purchase a minimum of 300 Users at the rate of \$24.06 per User per month.

Rebates: The first 5,000 Users will begin receiving a rebate (in the form of reduced monthly billings) when the total number of combined Users exceeds 20,000. The number of months that the Authorized Purchasers will receive the rebate will be equal to the number of months that the initial Users paid the higher rate. The amount of the rebate is specified in the table in Section 3 of this Contract. Authorized Purchasers that select payment option #2 and #3 are not eligible for rebates as described in this paragraph.

Or

Payment option #3:

Authorized Purchaser may purchase Inquiry-Only User Type. Pricing for the Inquiry-Only User Type will be 50% of the monthly user fee with the lowest price at \$10.54. Authorized Purchaser MUST commit to and implement the minimum number of (10) full subscription Services Users in order to add Inquiry-Only Users. Authorized Purchaser must have signed the Acceptance of Services prior to adding Inquiry-Only Users.

If the Authorized Purchaser exceeds the 10 GB of data storage per User and the 1 GB of data transfer per User per month the cost for those Additional Services are:

- \$7.00 per 10GB of additional storage per month
- \$1.20 per 1 GB of additional data transfer per month

Additional Data Storage Pricing Options:

If Authorized Purchaser requires a higher data allocation than 10GB of storage per user, then Authorized Purchaser may elect one of the following pricing options:

- ☐ \$57.50 per 100 GB of additional storage per month
- ☐ \$500 per 1 TB per month.

The initial invoice shall be issued on the 1st day of the month immediately following the Acceptance of Initial Deliverables described in Section 5 of this Contract.

Invoices shall be issued on the 1st day of the month of the current calendar month in which the Subscription Services will be provided. All undisputed, timely and valid invoices are due in full 15 days after receipt by Authorized Purchaser.

Default by Non-Payment: Authorized Purchaser shall not delay payment of monthly User fees based on a dispute or claim relating to Non-Subscription Services.

If Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of the Contract and fails to cure such failure within 45 business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice, Authorized Purchaser shall be in default under Exhibit A, Section 10.2 of the MSA.

4. Additional Users

During the term of this Contract, Authorized Purchaser may add additional Users at any time. The monthly installment fee for payment option #1 will be set according to the table in Section 3 for each additional User commencing on the day the additional Users are specified by Authorized Purchaser. Additional Users under payment option #2 shall be invoiced according to the rate in Section 3. Additional Inquiry-Only Users under payment option #3 shall be invoiced according to the rate in Section 3. Additional Users and additional Inquiry-Only Users may be requested from an Authorized Purchaser, via email, to the ORMS helpdesk.

5. Authorized Purchaser Acceptance

Contractor shall commence the Services and provide Deliverables as set forth in the Contract. Within ten (10) business days after the commencement of Services, Contractor shall provide Authorized Purchaser with an Acceptance of Initial Deliverables Question and Answer Form that is reasonably constructed to test the ability of the Subscription Services and associated ORMS Software applications, as implemented by Contractor, to produce the results and other Deliverables specified in this Contract. The Authorized Purchaser shall complete and return this form to Contractor within ten (10) business days as initial acceptance of Deliverables to date; a non-response shall be deemed as an acceptance of initial Deliverables.

Authorized Purchaser may accept the proposed acceptance test as recommended or modify it as Authorized Purchaser deems reasonable. Contractor shall provide Authorized Purchaser with access to the Subscription Services on or before the commencement date described in Section 1 of this Contract and the implementation schedule agreed to by Authorized Purchaser, the State Archives Division and Contractor. On the transition date, Contractor shall assume responsibility for providing ongoing Subscription Services.

Upon the conclusion of any consecutive forty-five (45) day period of production processing from the transition date as specified in Section 10 of this Contract, when all Service Levels have been met successfully, the Subscription Services shall be deemed accepted in full. Authorized Purchaser will acknowledge completion of this milestone by written notification to Contractor. Nothing contained in this Section 5 or any other provision of this Contract shall be deemed to prevent Authorized Purchaser from using any portion of the Subscription Services in a live environment for productive processing, and any such use shall not alter, amend or modify any of Contractor's obligations pursuant to the Contract.

6. Period of Performance

The period of performance of this Contract shall commence on the Contract Effective Date and shall continue for a period of 12 months plus the interim period between the effective date and the date of acceptance (the "Initial Period"). Thereafter, unless Authorized Purchaser notifies Contractor in writing, this Contract shall automatically be renewed annually for additional 12-month periods (each a "Renewal Period").

7. Consulting, Implementation, Training and/or Support Services

Contractor shall provide the consulting, implementation, training and/or support services related to the Subscription Services as set forth in Section 5 of the MSA.

Inquiry-Only User Services include application configuration and administrative set up by Contractor and SOS.

8. Security Procedures

Contractor shall define certain policies and procedures that it shall have in place in order to provide the level of security associated with the Subscription Services and with the Service Levels set forth in Section 12. These policies and procedures shall be updated by Contractor from time to time to reflect updated Department of Administrative Services Security Standards, emerging technologies, business practices and Internet-related issues. Contractor shall provide written notice to Authorized Purchaser of any changes made to its security policies and procedures within ten (10) days of such changes, and updated policies and procedures shall be distributed through ORMS Support (Helpdesk).

9. Specifications and Minimum Technical Requirements

Contractor warrants that the minimum technical requirements for access to and operation of the ORMS Software are updated and available upon Authorized Purchaser request.

If future releases of the ORMS Software require use of newer versions of any client application or change in any client application configuration, Contractor shall provide 15 - 45 days (depending on the kind of change and its impact) written notice to Authorized Purchaser prior to the general release of that ORMS Software Version.

10. Transition

Contractor and the State Archives Division shall assist in developing a transition plan that is approved by Authorized Purchaser. Subscription Services shall be transitioned and in production, as accepted by Authorized Purchaser, within thirty (30) calendar days from the Schedule Effective Date.

11. Transition Remedy

In the event that Contractor fails to meet the date for the completion of the transition into production of the Subscription Services, Contractor shall credit Authorized Purchaser one percent (1%) of the monthly Service fees for every business day the transition is late. If Contractor misses the target date by more than thirty (30) days, Contractor shall be deemed to be in material breach of the Agreement.

If Authorized Purchaser does not meet its obligations as identified in the transition plan

provided by Contractor and Authorized Purchaser is the sole cause of a delay in the project, the transition milestone target dates shall be extended for the same amount of time as the delay. Contractor shall promptly notify the Authorized Purchaser Program Manager, in writing, of any delay in the project schedule as a result of Authorized Purchaser's failure to meet any of its obligations identified above. If Contractor fails to notify Authorized Purchaser of any such Authorized Purchaser failure to meet its obligations, Authorized Purchaser shall be conclusively presumed under the Contract to have met its obligations, and consequently, Contractor shall not be entitled to rely on such delay to excuse it from meeting the milestone target dates.

12. Service Levels and Remedies

12.1 Security Service Level.

Contractor represents and warrants that Contractor shall provide Record Security as specified in Exhibit B, Section e. of the MSA.

The required security processes may include, but are not limited to, the following:

- (i) Contractor shall have staff on duty and at its site 24x7 and capable of identifying, categorizing, and responding to a security incident.
- (ii) Contractor shall notify Authorized Purchaser of any new potential security vulnerability within four (4) hours of discovery. This notification shall include the probable risks associated with the vulnerability.
- (iii) Contractor shall implement a security fix across the application within four (4) hours of approval from Authorized Purchaser.
- (iv) Contractor shall notify the Authorized Purchaser Program Manager within fifteen (15) minutes if Contractor believes that an attack is in process.
- (v) Contractor shall shut down ALL access to the ORMS Software or any component of it associated with the Subscription Services within fifteen (15) minutes upon request of the Authorized Purchaser Program Manager or officer of Authorized Purchaser.
- (vi) Contractor shall assist Authorized Purchaser in preparing written responses to audit requirements or findings without charge.

- (vii) After both the conclusion of the pilot period and the total number of active users remains at a minimum of 2,000 or more users per Section 8a of the MSA, Contractor must conduct and pass a SAS 70 Type II Audit every twelve (12) months during the term of this Contract. The first audit shall be performed by an independent CPA firm within twelve (12) months of the state meeting its commitment to the 2,000 user minimum; subsequent annual audit reviews shall be performed by the Contractor according to the auditor's recommended process and results shall be provide to the State and, upon request, to Authorized Purchasers. Failure by Contractor to pass the audit or to provide the audit results to Authorized Purchaser within fifteen (15) days after receiving the results from the auditor shall constitute a material breach of the MSA.

12.2 Record Retrieval Time Service Level.

Contractor represents and warrants that Contractor shall provide Record Retrieval Delivery Time Levels in the ORMS Software server environment as set forth in Exhibit B, Section f. of the MSA, as amended. Record retrieval delivery time shall be measured at the server end between the ORMS workgroup server and database at Synergy Data Center, as described in the Master Agreement #0486 at Section 9.

Contractor represents and warrants that the above performance Service Levels shall be valid with up to 20,000 Users using the application at any given time.

If the Record Retrieval Delivery Time Level of 3 minutes or less falls below 95% in any month, Authorized Purchaser shall be entitled to a credit on that month's bill for Subscription Services according to the table in Exhibit B, Section f. of the MSA, as amended.

12.3 Subscription Services Availability Service Level.

Contractor represents and warrants that the Subscription Services shall be available as specified in Exhibit B, Section f. of the MSA, as amended.

Service Availability shall be measured on a 7 x 24 basis (7 days a week, 24 hours per day).

If the Subscription Services availability percentage falls below 99.7% in any month, Authorized Purchaser shall be entitled to a credit on that month's bill for Subscription Services according to the table below that represents the then-current

cumulative number of all Authorized Purchaser Users.

A. Scale based on 20,000 users or more.

Availability Percentage	Percentage of Credit
99.60% to 99.69%	10%
99.50% to 99.59%	20%
99.0% to 99.49%	30%
97.0% to 98.99%	50%
Below 97.00%	75%

B. Scale based on 19,999 users or less.

Availability Percentage	Percentage of Credit
99.00% to 99.69%	10%
98.50% to 98.99%	20%
98.00% to 98.49%	30%
97.00% to 97.99%	50%
Below 97.0%	75%

12.4 Performance and Availability Scalability.

Contractor represents and warrants that the performance and availability Service Levels in Sections 12.2 and 12.3 above shall be valid and applicable with a concurrent User increase of up to 20,000 Users.

12.5 Notifications to Authorized Purchaser.

Contractor shall provide proactive notifications to Authorized Purchaser regarding scheduled system-maintenance downtime and system upgrades and enhancements. Contractor shall provide Authorized Purchaser with at least seven (7) calendar days' prior written notice of any scheduled outages; such notices shall include the date of the outage and the start and stop times of the outage.

Scheduled upgrades and enhancements shall be provided between the hours of 8:00 p.m. and 6:00 a.m. Monday through Friday, or during weekends and/or Federal holidays, with the exception of emergency security patches.

12.6 Additional Environment.

Contractor will provide an additional environment at no additional charge for Authorized Purchaser's testing and/or training purposes, without limitation. Authorized Purchaser agrees not to use the additional environment for production purposes.

12.7 Support and Error Resolution.

Contractor shall establish and maintain the organization and processes necessary to provide support and error-resolution services to Authorized Purchaser. Contractor shall provide support and error-resolution services on a twenty-four (24) hours a day, seven (7) days a week basis. Authorized Purchaser's ORMS Users shall contact the ORMS Support Desk, which shall be staffed by on-site, on-duty Support staff during regular business hours from 7:00 a.m. to 5:00 p.m. Monday through Friday, excluding weekends and Federal holidays. Outside of regular business hours, Users may call the ORMS Support Desk and leave a message for on-call staff, who shall respond according to the priority levels specified in this Section.

Upon receipt of telephone or written notice from the Authorized Purchaser specifying a problem, and upon receipt of such additional information as Contractor may request, Contractor shall respond as described below to resolve reported and reproducible errors in the Subscription Services or SaaS ORMS Software, so that the application operates as specified in this Contract. Contractor shall determine the priority level in accordance with the following protocols:

- (i) SEVERITY 1 – CRITICAL BUSINESS IMPACT. The production use of the Subscription Services is stopped or so severely impacted that the Authorized Purchaser cannot reasonably continue work; requires round-the-clock attention until the problem is resolved (a "Severity 1 Error").
 - a. Contractor shall begin work on the error within fifteen (15) minutes of notification.
 - b. Contractor shall engage development staff until the problem is circumvented

- or corrected; and
 - c. Contractor shall provide Authorized Purchaser with ongoing communication on the status of the problem resolution.
- (ii) SEVERITY 2 – SIGNIFICANT BUSINESS IMPACT. A high-impact problem is affecting Service Levels and/or materially impacting Authorized Purchaser’s use of the Subscription Services. Problem resolution shall be initiated within sixty (60) minutes, and the resolution of these problems requires serious and sustained attention during normal business hours (8:00 am to 5:00 pm, Pacific time, Monday through Friday, exclusive of State holidays) until the problems are circumvented or corrected (a “Severity 2 Error”).
- a. Contractor shall begin work on the error within sixty (60) minutes of notification.
 - b. Contractor shall engage development staff until the problem is circumvented or corrected; and
 - c. Contractor shall provide Authorized Purchaser with ongoing communication on the status of the problem resolution.
- (iii) SEVERITY 3 – SOME BUSINESS IMPACT. This includes problems of general work- queue type and that do not come within the definitions of Severity 1 Error or Severity 2 Error. These problems shall be addressed after Severity 1 Errors and Severity 2 Errors have been corrected and may be pursued during normal business hours on a resources-available basis (a “Severity 3 Error”).
- a. Contractor shall begin work on the error within one (1) day of notification; and
 - b. Contractor shall engage development staff to provide a workaround and to resolve the problem as soon as possible after notification by Authorized Purchaser.
- (iv) SEVERITY 4 – MINIMUM BUSINESS IMPACT. Authorized Purchaser requests information, an enhancement, or documentation clarification regarding the Subscription Services or SaaS ORMS Software but there is no impact on the operation of the Subscription Services or SaaS ORMS Software. The implementation or production use of the Subscription Services or SaaS ORMS Software is continuing and there is no work being impeded at the time (a “Severity 4 Error”).
- a. Contractor shall provide a response regarding the requested information or documentation clarification within two (2) days of notification by

- Authorized Purchaser; and
- b. Contractor shall consider enhancements for inclusion in a subsequent update to the Subscription Services, SaaS ORMS Software or Documentation.

13. Termination and Transition Assistance

Authorized Purchaser may terminate this Contract as provided in Exhibit A, Section 12, of the MSA. Contractor may terminate this Contract as provided in Exhibit A, Section 12.3, of the MSA.

BY EXECUTING THIS CONTRACT, THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

AUTHORIZED PURCHASER

By: _____

Name: Ann Ober

Title: City Manager

Date: _____

CONTRACTOR

By: 

Name: Richard T. Chaves

Title: President, Chaves Consulting

Date: 12/2/2020

SECRETARY OF STATE CONTRACT ADMINISTRATOR

By: _____

Date: _____

Records Management System Contract

Dec. 15, 2020
Regular Session



Acronyms!

- **Oregon Records Management Solution (ORMS)**
 - Public/Private Partnership between Oregon State Archives & Chaves Consulting
 - Shared Environment with other agencies
 - Milwaukie joined in 2011 (pilot agency)
 - Uses Hewlett-Packard Records Manager software (HPRM, a.k.a. TRIM, HPERM, Micro Focus RM)



Efficiencies

- HPRM is a DoD security compliant system
- We pay for the seats we need (76)
 - no major software or hardware purchases
 - Updates administered by State/Chaves
- Eliminated off-site records storage and reduced records footprint at city facilities
- Helps ensure proper care of Milwaukie's records
- Helped with the transition to working at home



Key Indicators

- From the 2021-2022 Biennial Budget...

WORKLOAD INDICATORS	GOAL	FY17	FY18	FY19	FY20 (EST.)	FY21 (EST.)	FY22 (EST.)
Records (HPRM) - # of digital files registered		81,998	7,634	12,301	10,000	10,000	10,000
Records (HPRM) - # of digital files viewed		9,216	18,728	10,149	13,000	13,000	13,000
Records (HPRM) - # of digital files deleted		637	915	4,594	5,000	6,000	7,000
Records (HPRM) - # of files published online		296	211	208	250	250	250
Records (HPRM) - cubic feet of paper files purged		33	172	71	40	45	50

The OCR goals align with Council's climate action and community engagement goals.



Public Facing

- **Digital Archives**

[www.milwaukieoregon.gov/
cityrecorder/digital-archives](http://www.milwaukieoregon.gov/cityrecorder/digital-archives)

- **Records Requests**

[www.milwaukieoregon.gov/
cityrecorder/public-records-
request-form](http://www.milwaukieoregon.gov/cityrecorder/public-records-request-form)

HOME » Digital Archives

Digital Archives

[START SEARCHING](#)

HOME » OVERVIEW » Public Records Request E-Form

Public Records Request E-Form

Did You Know? Many public records are available through the City's Digital Archives - click [HERE](#) to search.



New Contract

- Original IGA with the State and contract with Chaves signed in 2011
- The city's PCRs require contracts to be revisited
- Proposed contract includes same terms
 - No budget adjustment needed, contract will remain \$34,000 per FY (total of \$170,000 over five years)



Request & Questions

- Staff asks that Council adopt the resolution authorizing a new contract with Chaves Consulting for continued use of HPRM and participation in ORMS.
- **Questions?**



Staff Contact

Scott Stauffer

City Recorder

503-786-7502

stauffers@milwaukieoregon.gov

<https://www.milwaukieoregon.gov/cityrecorder>



COUNCIL STAFF REPORT

To: Mayor and City Council
 Ann Ober, City Manager

Date Written: Dec. 3, 2020

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

From: Brett Kelter, Associate Planner

Subject: **Central Milwaukie Bikeway Connection Project**

ACTION REQUESTED

None. This is a briefing for discussion only. Staff expects to return to Council with another update in March 2021.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

May 5, 2020: Council received an update on this project in preparation for future consideration of a request for authorization of an intergovernmental agreement (IGA) for this project.

June 16, 2020: Council adopted a resolution authorizing an IGA with the Oregon Department of Land Conservation and Development (DLCD) for the project.

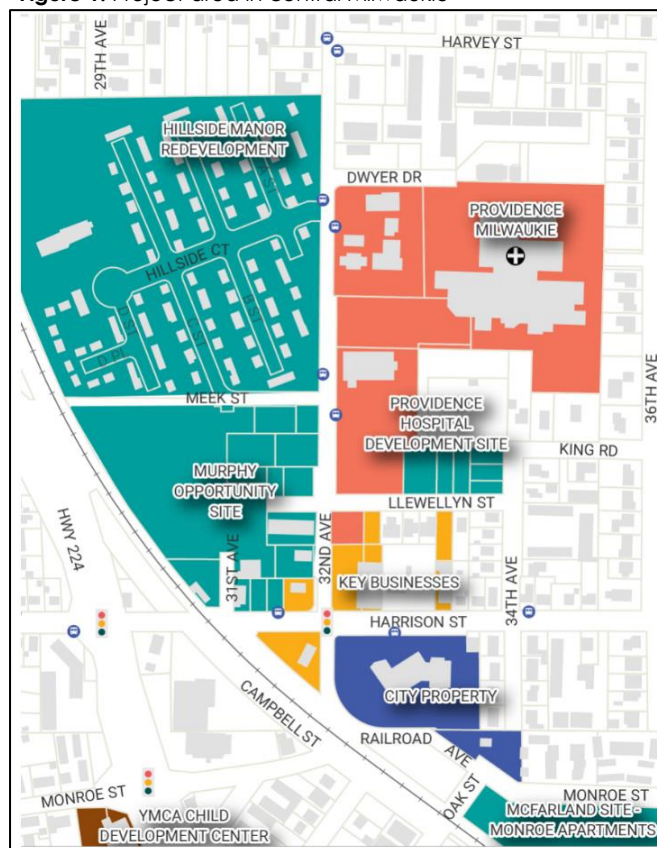
ANALYSIS

Background

The Central Milwaukie Land Use and Transportation Plan, adopted in 2015, identified a multimodal neighborhood greenway connecting the planned 29th Avenue Neighborhood Greenway with the Monroe Neighborhood Greenway. The concept involved three opportunity sites in the central Milwaukie area: the Murphy site, McFarland site, and Clackamas County Housing Authority's Hillside Manor (see Figure 1).

In the Central Milwaukie plan, the proposed connecting greenway route extends through the Hillside Manor site and the undeveloped Murphy site before crossing Harrison Street (an arterial) at a location adjacent to where the Union Pacific railroad tracks cross Harrison Street. The proposed greenway route then continues along Railroad Avenue to meet the Monroe Neighborhood Greenway at the McFarland site (future home of the 234-unit Monroe Apartments).

Figure 1. Project area in central Milwaukie



Source: Alta Planning + Design

However, it has since become apparent that this proposed alignment is more complicated than initially thought and would need approval from the railroad as well as a complex new signal system at Harrison Street in the planned location. The original design now appears impossible to achieve, and the city urgently needs an alternative design that would route bike trips from Hillside Manor to 32nd Avenue and then down 32nd Avenue to connect with the rest of the system at Oak Street. It is important to plan the necessary connection before the Murphy site in the middle of the project area begins to redevelop.

In October 2019, community development staff applied to DLCD's Transportation and Growth Management (TGM) Quick Response program, for assistance in developing a revised concept plan for the bikeway and multimodal connection. The proposal received approval for funding in November 2019, and staff coordinated with the TGM liaison to develop a scope of work. A consultant team from Alta Planning + Design was selected to work on the project, which officially kicked off in August 2020.

The goal is to analyze multimodal connectivity issues within the project area and identify alternatives with planning-level cost estimates. The approach involves engagement and discussion with key stakeholders as well as at least one community meeting to review and discuss the concept alternatives. The final product will be a concept report that presents the revised design, to be reviewed by the Planning Commission and adopted by Council as an ancillary document to the city's Transportation System Plan (TSP).

Project Update

Once the project got underway, the team conducted a socially distanced site visit to orient all the team members with the physical space. During the month of October, the project team interviewed six key stakeholders from along the route, having in-depth conversations with representatives of the Hillside Manor housing complex, Harrison Plaza shopping center, Kimmy's Market, Bike Milwaukie advocacy group, Murphy redevelopment site, and Providence-Milwaukie hospital. The Alta team has also conducted a modal analysis and reviewed other background information to produce a memorandum summarizing the existing conditions (see Attachment 1).

What has emerged from these early steps is an understanding of opportunities and constraints, as well as a clearer sense of the essential need for a safe route through this already busy part of central Milwaukie. With the anticipated increase in residential development on the Hillside and Murphy sites, as well as at the McFarland site along the Monroe Neighborhood Greenway route, the challenge is to provide a safe north-south connection between these hotspots. The intersection of 32nd Avenue and Harrison Street is especially challenging, with high traffic volumes and limited space for new improvements in the public right-of-way. Establishing a safe crossing of Harrison Street while limiting out-of-direction travel for bicycles as much as possible is key.

In mid-November, the Alta team produced draft concepts for three alternative routes (see Attachment 2). Each option would cross Harrison Street in a different location, and each one has its challenges. The project team is in the process of staging a virtual community open house to solicit comments on the concept alternatives. Along with another round of conversations with the key stakeholders, the feedback from the open house will help refine the development of alternatives for the concept design plan.

Conclusion

Staff is interested in hearing Council's thoughts about the three alternative routes, following a similar project update given to the Planning Commission on December 8. Early in 2021, the project team will produce a draft of the concept plan, with refinements that reflect further analysis and public input and that move toward identifying a preferred option. A follow-up to Council is tentatively scheduled for March 16, 2021, which will be an opportunity to discuss the final proposed concept plan before Council considers it for adoption by resolution in early April.

BUDGET IMPACT

The cost of this project to develop a concept plan consists primarily of the consultant contract and will be funded entirely by the TGM Quick Response program. City staff are contributing time, but no direct city funding for the consultant work is anticipated. Following adoption, the plan will be implemented in the future as a Capital Improvement Plan (CIP) project under the direction of the engineering department. The estimated cost of the CIP project will be determined as part of this current work.

WORKLOAD IMPACT

Staff in the planning and engineering departments are managing and participating in the project as part of their regular duties. Both departments have factored this project into their workplans.

CLIMATE IMPACT

This project will identify a workable design for the bikeway and multimodal connection that will link two neighborhood greenways and three opportunity sites in the central part of the city. This will greatly enhance the multimodal options for Milwaukie residents in this area, which could help reduce transportation greenhouse gas emissions.

COORDINATION, CONCURRENCE, OR DISSENT

Planning staff has coordinated with engineering and community development staff on this project. All departments concur with the continued effort.

ATTACHMENTS

1. Existing Conditions Memo
2. Concept Alternatives (draft)



To: Brett Kelter, Mary Heberling, City of Milwaukie

From: Derek Abe and Grace Stainback, Alta Planning + Design

Date: November 9, 2020

Re: Central Milwaukie Bikeway Connections Project – Existing Conditions

Introduction

The purpose of this memorandum is to summarize the existing conditions, opportunities, and constraints for the Central Milwaukie Bikeway Connections project. It outlines opportunities and constraints for potential bikeway connections in the project area. The intention is for this document to inform the development of concept design alternatives.

Introduction to Project Area

Central Milwaukie serves as both a commercial hub for the city as well as a crossroads for several neighborhoods. The approximately 75-acre area is located at the junction of several neighborhood boundaries and is a location where numerous commercial, housing, medical and civic activities coincide. The Central Milwaukie District is separated from Historic Downtown Milwaukie by Hwy 224 and the rail line along its western edge.¹ The residential neighborhoods of Lewelling, Lake Road, Ardenwood, and Hector Campbell are located directly east and south of the district; industrial/employment districts are located to the northwest and southeast.

Central Milwaukie is the gateway between surrounding neighborhoods and the transit hubs found Downtown: both the Milwaukie Transit Center and the Milwaukie/ Main St MAX Station. Currently, connections for people riding bikes through the project area are limited. Figure 1 illustrates the existing active transportation network in Central Milwaukie. However, there are several signed shared-street bikeways in the area that are not illustrated on the map, including 29th Ave which connects to the Springwater Trail to the north, and Harvey St east of 32nd Ave.

¹ Central Milwaukie Land Use and Transportation Plan. City of Milwaukie, March 2015. https://www.milwaukieoregon.gov/sites/default/files/fileattachments/draft_cmlutp_03-03-15_0.pdf

Figure 1. Active Transportation Network Map

ACTIVE
TRANSPORTATION
NETWORK

CENTRAL MILWAUKIE
BIKEWAY CONNECTIONS

DESTINATIONS

- Affordable Housing
- Community Center
- Hospital
- MAX Station

BIKE ROUTES

- Bike Lane
- Shared Roadway
- Planned Bikeways

TRANSIT

- MAX Light Rail
- Bus Route

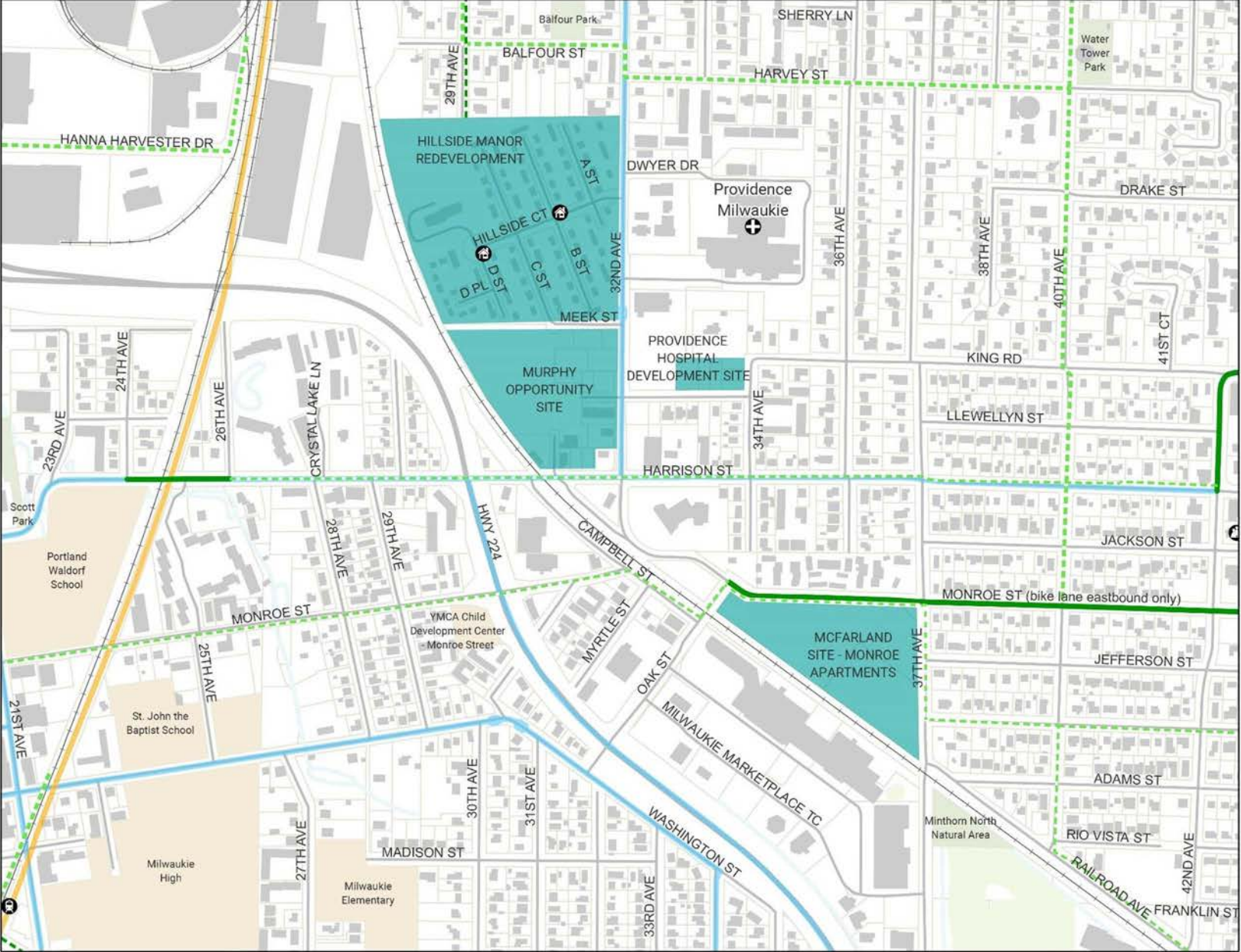
FEATURES AND BOUNDARIES

- Railroad
- Schools
- Building Footprints
- Parks
- Wetlands
- Development Site
- Taxlots

Data Source:
City of Milwaukie, Metro RLIS
Map Created:
September 2020

0 510 1,020 FEET

alta



Collisions and Safety

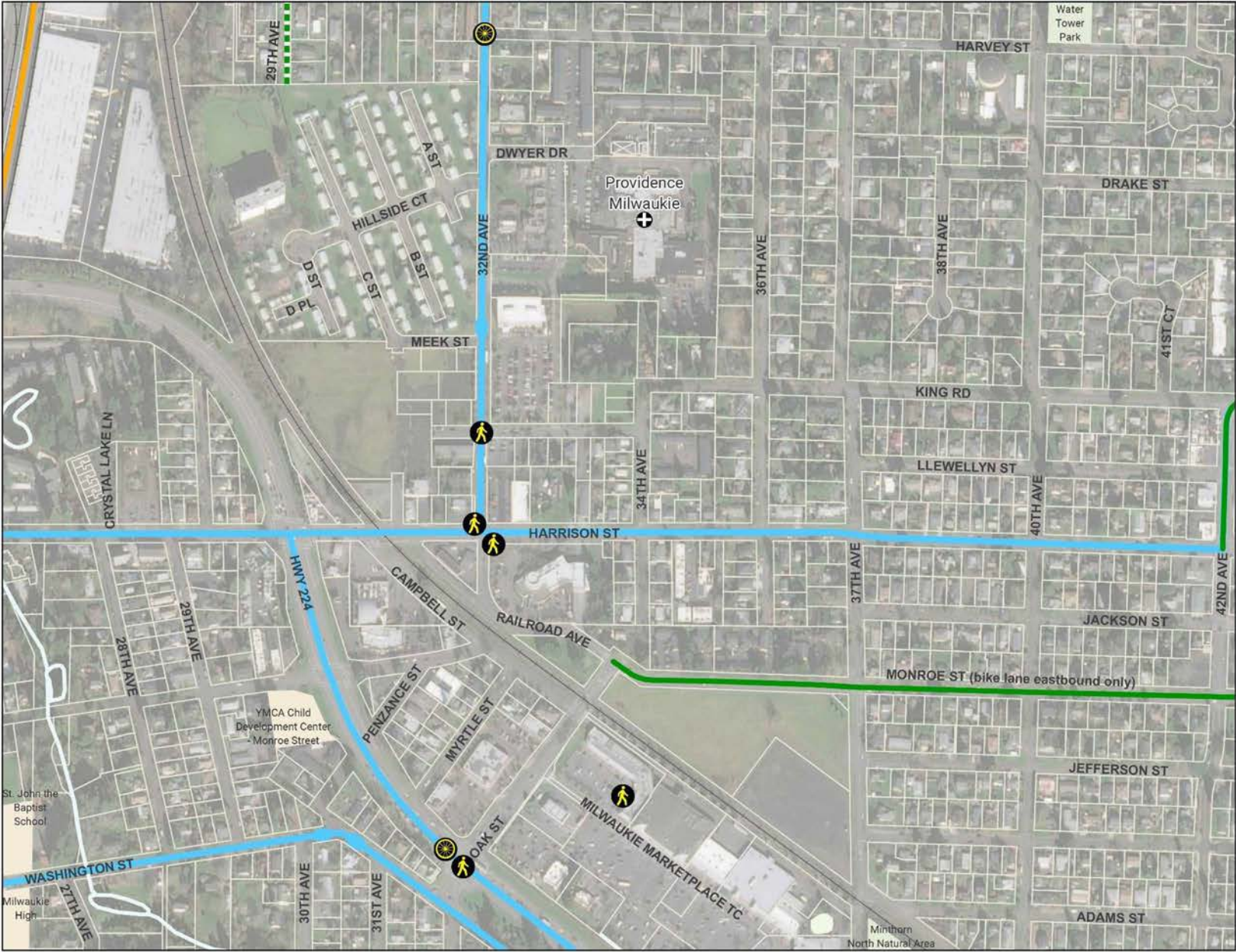
Between 2016 and 2020, there have been seven motor vehicle collisions with people walking and biking in the study area (Figure 2). The crashes are concentrated near major intersections, including Hwy 224 at Oak St and Harrison St at 32nd Ave. Notably, the intersection of Harrison St and 32nd Ave lies at the heart of the project area and is viewed as a key connection opportunity. However, the high crash rate indicates that an alternative route may offer a more comfortable and safe connection for people biking.

Figure 2. Bicycle and Pedestrian Collisions, 2016-2020

BICYCLE AND
PEDESTRIAN
COLLISIONS
2016 - 2020
CENTRAL MILWAUKIE
BIKEWAY CONNECTIONS

- BIKE ROUTES
- Bike Lane
 - Shared Roadway
- TRANSIT
- MAX Light Rail
 - Bus Route
- FEATURES AND BOUNDARIES
- Railroad
 - School
 - Park
 - Wetland
 - Taxlot Boundary
 - Bike Collision
 - Pedestrian Collision
 - Hospital

Data Source:
City of Milwaukie, Metro RLIS
Map Created:
September 2020



0 375 750 FEET

alta





Key Development Sites

Four sites located within the project area are currently in the process of active redevelopment (Figure 3). The Central Milwaukie Bikeway Connections project must align with these efforts; this project's recommended design will be incorporated into these ongoing development initiatives.

Figure 3. Key Development Sites

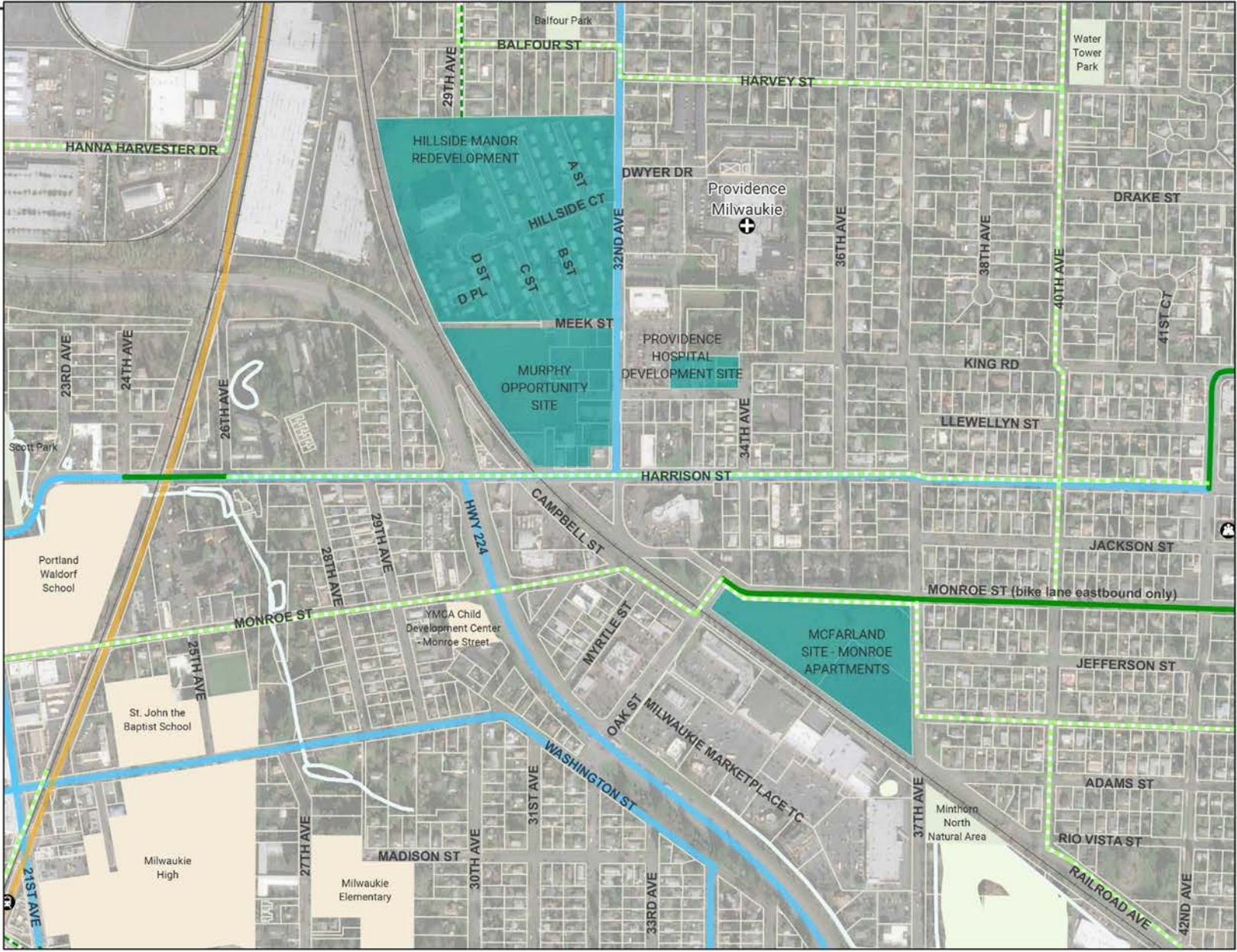
KEY DEVELOPMENT
SITES
CENTRAL MILWAUKIE
BIKEWAY CONNECTIONS

- BIKE ROUTES
- Bike Lane
 - Shared Roadway
 - Planned Bikeways
- TRANSIT
- MAX Light Rail
 - Bus Route
- FEATURES AND BOUNDARIES
- Railroad
 - Development Site
 - School
 - Park
 - Wetland
 - Taxlot Boundary
 - Community Center
 - Hospital
 - MAX Station

Data Source:
City of Milwaukie, Metro RLIS
Map Created:
September 2020

0 510 1,020 FEET

alta



Hillside Manor Redevelopment

The Clackamas County Housing Authority Hillside Manor redevelopment will involve the reconfiguration of both streets and buildings on approximately 20 acres of land in the northwest swath of the Milwaukie Central Bikeways project area. The redevelopment includes renovation to the existing Hillside Manor multifamily housing tower and the redevelopment of Hillside Park. Additionally, the existing 100 single family homes will be replaced with 400 new multifamily units and mixed-use development, for a total of 600 housing units on the property (the tower will be renovated, not replaced). Updated street circulation within the site will extend 29th Ave through the site to connect with Meek St to the south. Dwyer St will also extend west into the site, establishing a four-way intersection at 32nd Ave and Dwyer St. Hillside Ct will no longer serve as an entrance and egress for the site (Figure 4).

The Hillside redevelopment process is well underway. The Housing Authority has submitted a preapplication to the City, with intentions to submit a land use development application by the end of 2020. The redevelopment will occur in three phases, with the first phase of construction tentatively slated for early 2022.

Figure 4. Hillside Redevelopment Site Plan



Murphy Opportunity Site

The undeveloped Murphy site is located south of the Hillside Redevelopment site, bounded by Meek St and Harrison St to the north and south, and Highway 224 and 32nd Ave to the west and east. The site does not include the lot in the northwest

corner of Harrison St and 32nd Ave (a key intersection) where Kimmy's Market is currently located. At present, the property owners of the Murphy Site have reviewed a variety of residential and mixed-use development options, with no decisions determined.

At present, three stub streets provide vehicle access to the site: from the south edge of the site onto Harrison at 31st Ave, and to the east onto 32nd Ave at Meek St and Llewellyn St. Due primarily to the proximity of the railroad crossing of Harrison St, it is anticipated that site access will not be provided from the Harrison St. Rather, it is likely that one or both the Meek St and Llewellyn St access points will provide site access and circulation.

Milwaukie's TSP and in the Monroe Street Neighborhood Greenway Concept Plan envisioned a bicycle connection through the Murphy site, crossing Harrison St at the south end of the site at a location adjacent to the railroad. However, the City has concluded that the initial concept identified in is not feasible due to the location of the proposed crossing in close proximity to the railroad crossing, Highway 224, and the signalized intersection of Harrison St at 32nd Ave. Furthermore, specific plans for a bicycle facility through the site are subject to the development plans on the site, which have not been determined. However, the City has a current agreement with the property owner that includes potential for a modification of the current easements to make way for a future bicycle and pedestrian connection on the property along 32nd Ave.

McFarland Opportunity Site

The City has approved development plans for a 234-unit apartment complex on the McFarland site, which sits southeast of the intersection of Oak St and Railroad Ave. In the course of that review, the alignment of the Monroe Street Neighborhood Greenway changed from routing through the south edge of the site adjacent to the railroad, to a cycle track along the south side of Monroe St. From Monroe St, the planned cycle track will head south on 37th Ave to connect to Washington St.

Providence Hospital Development Site

Providence Hospital is currently discussing potentially development of a mixed-use health facility on the undeveloped property on the northwest corner of 34th Ave and Llewellyn St. The property has two existing curb cuts along the south edge of the property onto Llewellyn St.

Project Opportunities and Constraints

Overall Project Opportunities

- The project area encompasses an essential north-south network connection for people biking through Central Milwaukie, linking the 29th Ave Neighborhood Greenway and Springwater Corridor to the north, with Railroad Ave and the Monroe St Neighborhood Greenway to the south and east.
- The key redevelopment sites offer opportunities to align the City's bicycle network connectivity goals with active development plans.
- The projected rapid increase in housing density and mixed-use development in the project area necessitates safe and convenient routes for people walking and biking. An abundance of travel options will offset demand on vehicle trips and help to reduce the impact of development on vehicle traffic and congestion in the project area.
- The wide sidewalk and planter strip on the 32nd Ave frontage of Providence Hospital, is a potential opportunity to provide space for a bikeway connection.
- The street redesign on the Hillside Manor site offers advantages within the project area. 29th Ave currently links to the Springwater corridor to the north, and the street redesign will extend 29th Ave to meet Meek St.
- The City-owned parcel at the terminus of 34th Ave at the junction of Railroad Ave and Oak St at the southern terminus of the project area offers a potential connection opportunity.

- There is potential to align a phased bicycle facility with the development of the Murphy site, to include improvements to the west side of 32nd Ave between Meek St and Llewellyn St. Additionally, there is an opportunity to underground utility poles along the west side of 32nd Ave in conjunction with the development of the Murphy and Hillside Manor sites.
- The City has a current agreement with the Murphy property owner that includes potential for a modification of the current easements to make way for a future bicycle and pedestrian connection through the property.
- If Llewellyn St is used to make the needed bicycle connection to support this project, the Providence Hospital proposed development offers an opportunity to plan vehicle circulation patterns on the site in a manner that limits potential conflict with people biking along Llewellyn St.

Overall Project Constraints









- 32nd Ave does not currently include a bike facility, and the width of the street north of Harrison precludes the possibility of adding one without expanding the right of way.
- Any potential widening of the right-of-way along 32nd Ave north of Harrison St would have a substantial impact on adjacent businesses and properties. While there is 50 feet of right-of-way available at the intersection of 32nd Ave and Harrison St, this is reduced to 40 feet north of Llewellyn St, leaving little room for in-street bike facilities
- The intersection of Harrison St and 32nd Ave presents barriers for people walking and biking, due to a high level of vehicle traffic and history of collisions. Although this intersection provides the most direct connection through the project area, alternative routes can offer more safety and comfort for people biking. This intersection is also challenged by its proximity to the railroad tracks, constrained space, and driveway activity.
- The Murphy Site does not include the lot in the northwest corner of Harrison St and 32nd Ave (a key intersection) where Kimmy's Market is currently located. This would likely make reconstruction of the intersection or expanding the right of way more difficult.
- The potential connection through the City-owned property at the terminus of 34th Ave at the junction of Railroad Ave and Oak St is constrained by an existing City well and water treatment facility.
- The Hillside Manor redesign leaves no right-of-way available on the west side of 32nd Ave along its frontage between Dwyer St and Meek St.
- The potential Providence Hospital development on Llewellyn St may generate more vehicle traffic on what is presently a calm route alternative.
- Clackamas County advises against enhanced crossings treatments such as Rectangular Rapid Flashing Beacons (RRFB) within 300 feet of intersections, which must be taken into account when considering different options for crossing both 32nd Ave and Harrison St. If Llewellyn St serves as the primary entrance to the Murphy site following development, it might present a challenge for bicycle crossings locations.
- It will be important for the City to balance the timing/phasing of bike facility implementation with concurrent redevelopment plans, and do so in such a manner that limits construction impacts on neighboring businesses including Kimmy's Market and the shops at Harrison Plaza.

Attachment 2

KEY PROPERTIES

CENTRAL MILWAUKIE BIKEWAY CONNECTIONS

FEATURES AND BOUNDARIES

-  Railroad
-  Development Site
-  Providence Hospital
-  School
-  Key Businesses
-  City Property
-  Building
-  Property Lines

Kimmy's Market

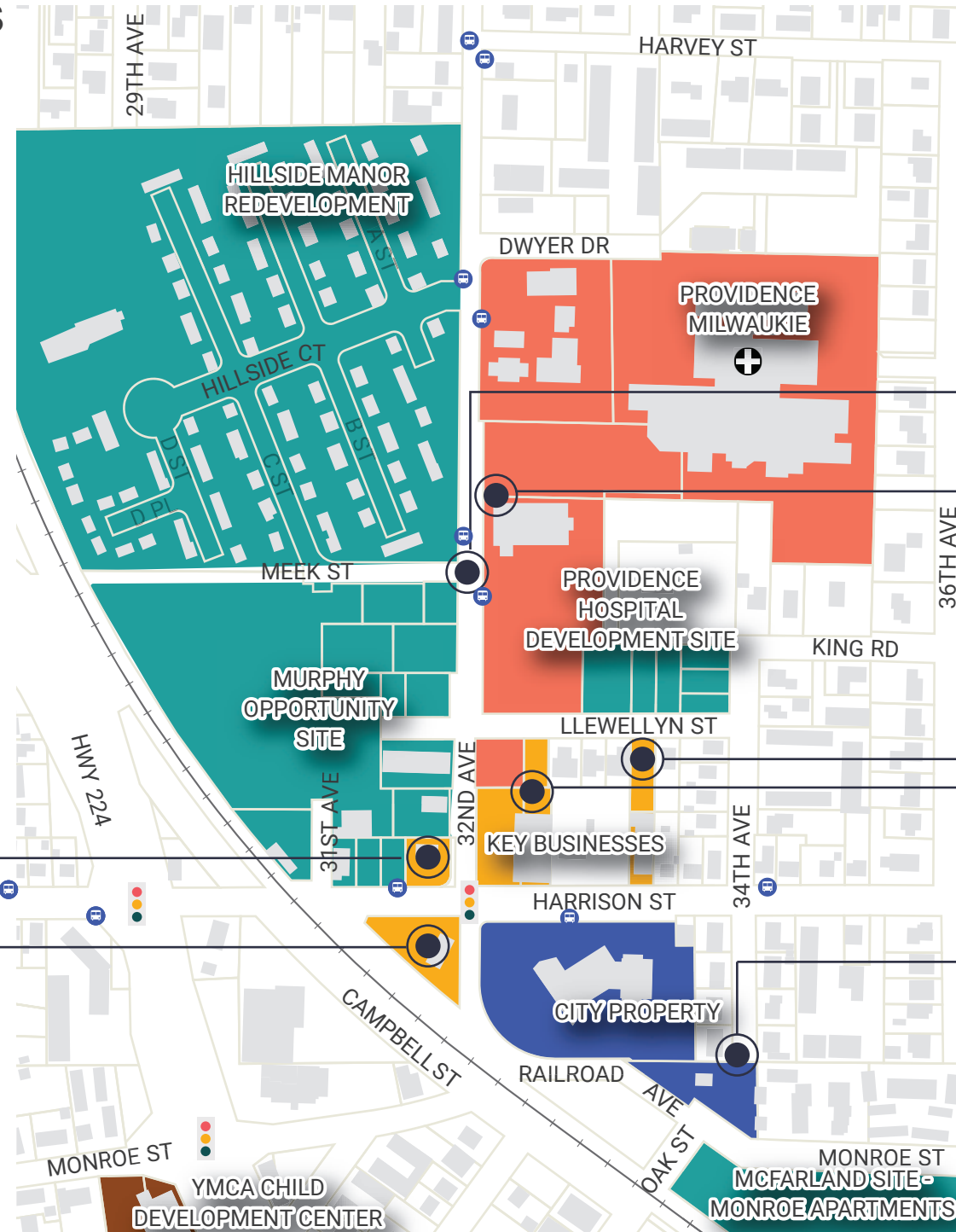
Property not included in Murphy development site

The Pit Stop and Purdy's Car Wash & Detail

Drive through circulation on
Railroad Ave and 32nd Ave



Data Source: City of Milwaukie, Metro RLIS
Map Created: November 2020



32nd Ave/Meek St

Future main entrance to
Hillside and Murphy
Development Sites

Providence Hospital

Main entrance to
Providence Hospital
Campus

JSE Labs Inc.

Parking lot access on
Harrison St and Llewellyn
St

Harrison Plaza

Parking lot access on
Harrison St, 32nd Ave
and Llewellyn St

Water Treatment Facility

City owned property with
driveway access on both
34th Ave and Railroad Ave

RS63

alta



ALL ROUTE OPTIONS

CENTRAL MILWAUKIE BIKEWAY CONNECTIONS

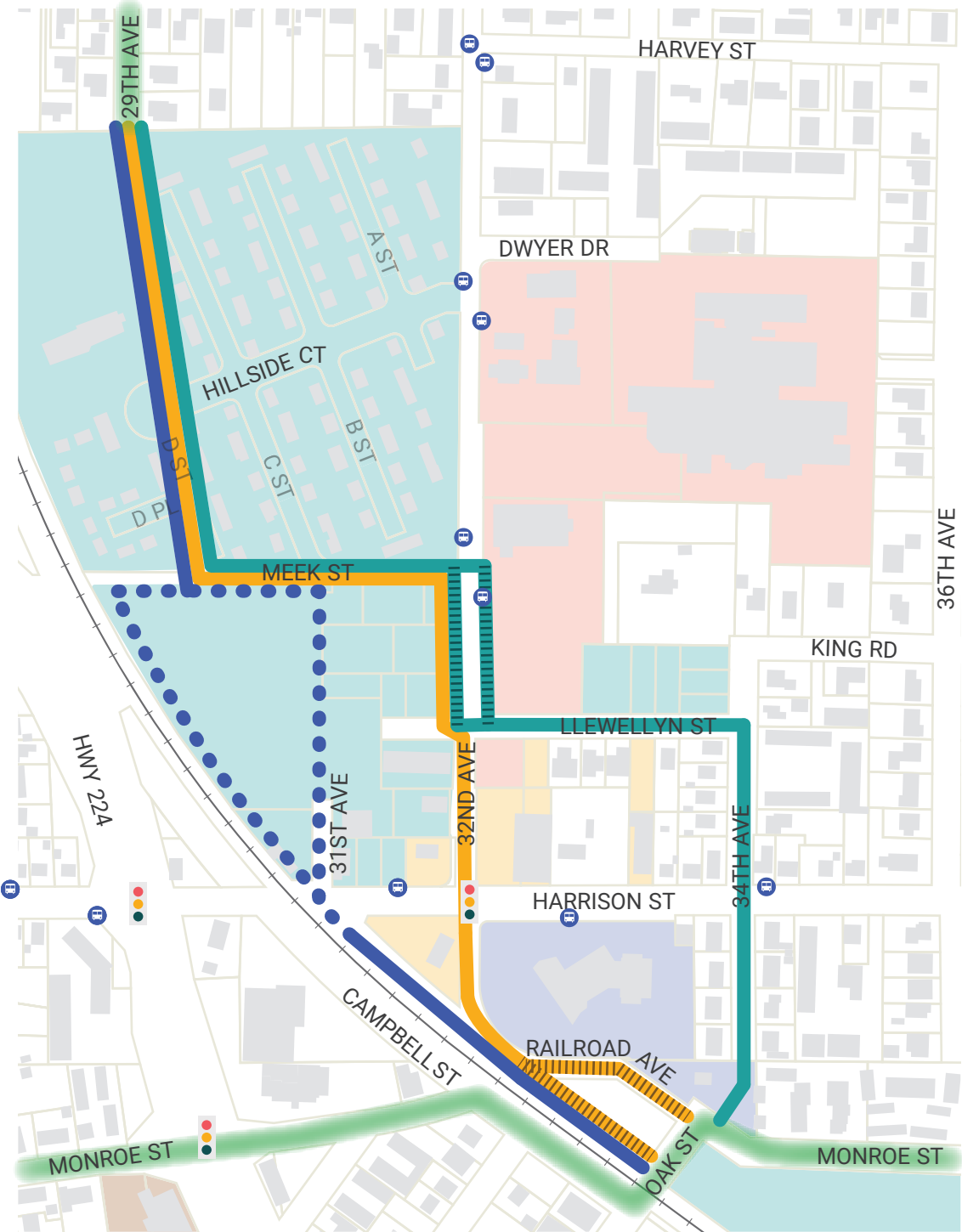
- Railroad
- Development Site
- Providence Hospital
- School
- Key Businesses
- City Property
- Building
- Property Lines
- Traffic Signal
- Original TSP Option*
- Route Option 2**
- Route Option 3**
- Neighborhood Greenway connection
- Bus Stop

*Dotted line indicates route location still to be determined or unknown

**Hash marks indicate multiple options exist in these locations



Data Source: City of Milwaukie, Metro RLIS
Map Created: November 2020



RS64



BIKEWAY ROUTE OPTION 1

CENTRAL MILWAUKIE BIKEWAY CONNECTIONS

- Railroad
- Development Site
- Providence Hospital
- School
- Key Businesses
- City Property
- Building
- Property Lines
- Traffic Signal
- Original TSP Option*
- Neighborhood Greenway connection
- Bus Stop

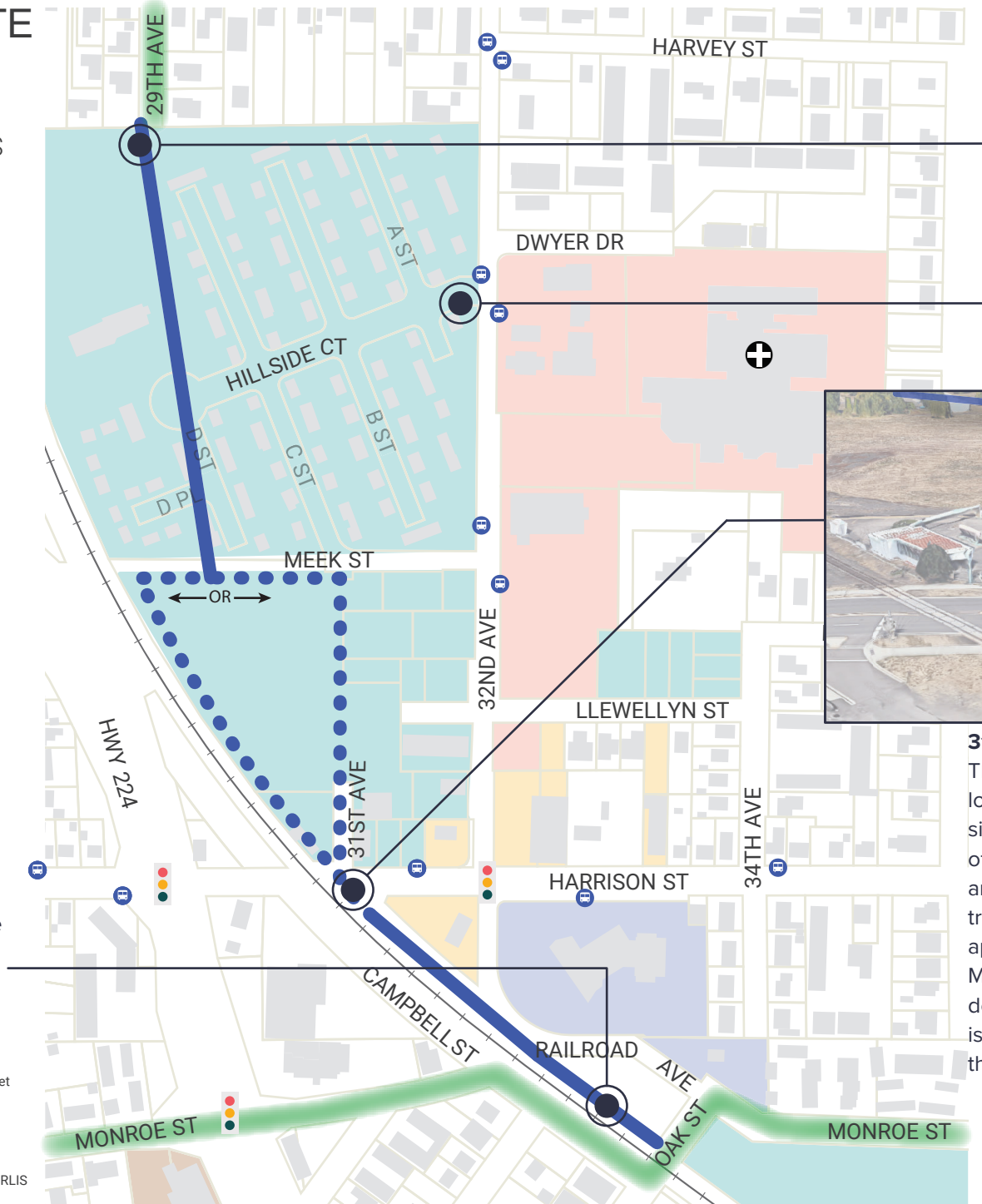
*Dotted line indicates route location still to be determined or unknown

Railroad Ave

The south side of Railroad Ave presents an opportunity for a shared-use path.



Data Source: City of Milwaukie, Metro RLIS
Map Created: November 2020



29th Ave/Hillside Site

29th Ave does not connect to the Hillside Site but will likely be accessible to pedestrians and bikes when redeveloped. The 29th Ave route will likely be extended south to Meek St.

Hillside Ct/Dwyer Drive

This entrance to the Hillside site will be realigned to Dwyer Dr upon redevelopment.



31st Ave/Harrison St

This route option and crossing location would require a new traffic signal or overcrossing/undercrossing of Harrison St. An at-grade crossing and signal would require a new traffic signal with ODOT and UPRR approval. Development plans on the Murphy site have yet to be determined. Collectively, these issues present a significant barrier to the feasibility of this route.

RS65

alta



BIKEWAY ROUTE OPTION 2

CENTRAL MILWAUKIE BIKEWAY CONNECTIONS

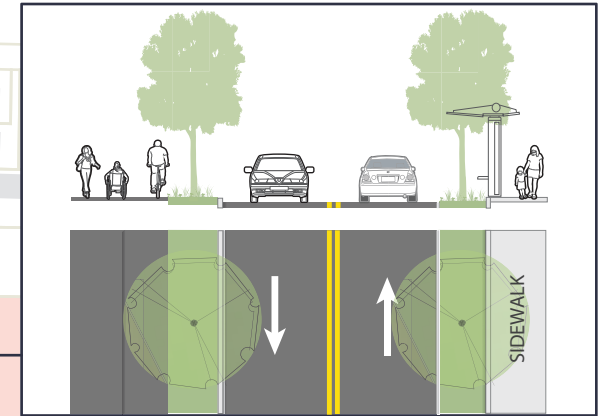
- Railroad
 - Development Site
 - Providence Hospital
 - School
 - Key Businesses
 - City Property
 - Building
 - Property Lines
 - Traffic Signal
 - Route Option 2**
 - Neighborhood Greenway connection
 - Bus Stop
- **Hash marks indicate multiple options exist in these locations

Harrison St/32nd Ave

Complex intersection with many physical constraints. May require significant reconstruction to accommodate bike facilities. Bike facility may need to change to a 2-way facility south of Harrison St.



Data Source: City of Milwaukie, Metro RLIS
Map Created: November 2020



Meek St/32nd Ave

Neighborhood greenway on Meek St would transition to a shared-use path on west side of 32nd Ave. ROW frontage along Kimmy's Market features severe constraints, and will not be redeveloped with the rest of the Murphy Development Site.

Railroad Ave/Oak St

South side of Railroad Ave presents opportunity for off-street path connection to Oak St/Monroe St.

Oak St/Campbell

Bike facilities connect to future Monroe Greenway (two-way protected bike lane on south side of Monroe St).

alta



BIKEWAY ROUTE OPTION 3

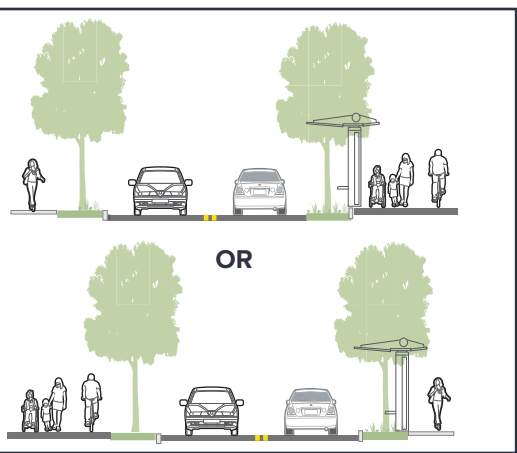
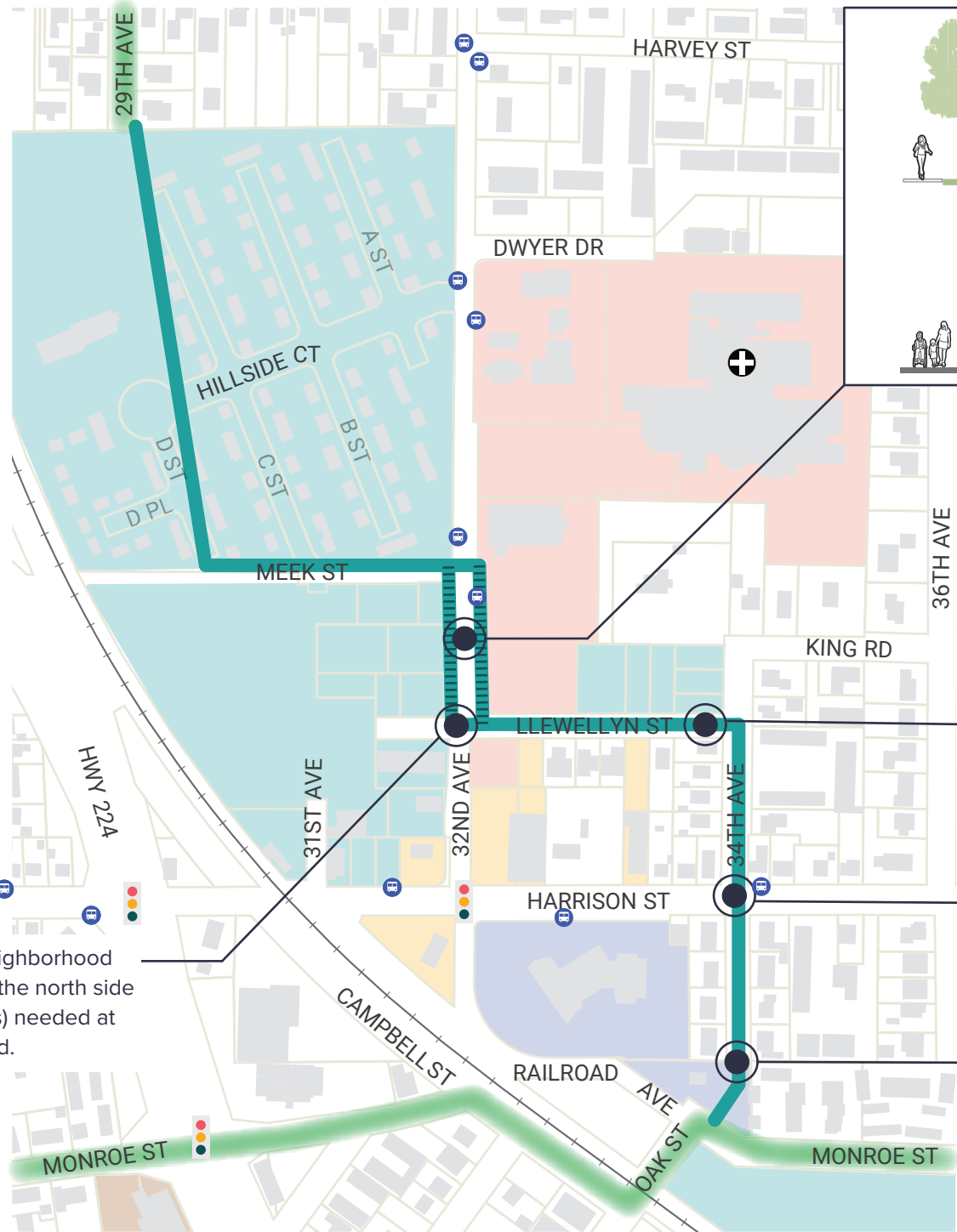
CENTRAL MILWAUKIE
BIKEWAY CONNECTIONS

- Railroad
 - Development Site
 - Providence Hospital
 - School
 - Key Businesses
 - City Property
 - Building
 - Property Lines
 - Traffic Signal
 - Route Option 3**
 - Neighborhood Greenway connection
 - Bus Stop
- **Hash marks indicate multiple options exist in these locations

32nd Ave/Llewellyn
Shared-use path transitions to neighborhood greenway or shared-use path on the north side of Llewellyn. Enhanced crossing(s) needed at Meek/32nd and/or Llewellyn/32nd.



Data Source: City of Milwaukie, Metro RLIS
Map Created: November 2020



Meek St/32nd Ave
Neighborhood greenway on Meek St transitions to shared-use path on east or west side of 32nd Ave.

Llewellyn St
Bike facility to be determined by projected vehicle volumes. Additional options include driveway access and/or vehicle circulation improvements.

34th Ave/Harrison St
Neighborhood greenway on 34th Ave continues through Harrison St with enhanced crossing. Westbound bus stop relocated to far side of 34th Ave for increased visibility.

Water Treatment Facility
City owned property with driveway access on both 34th Ave and Railroad Ave

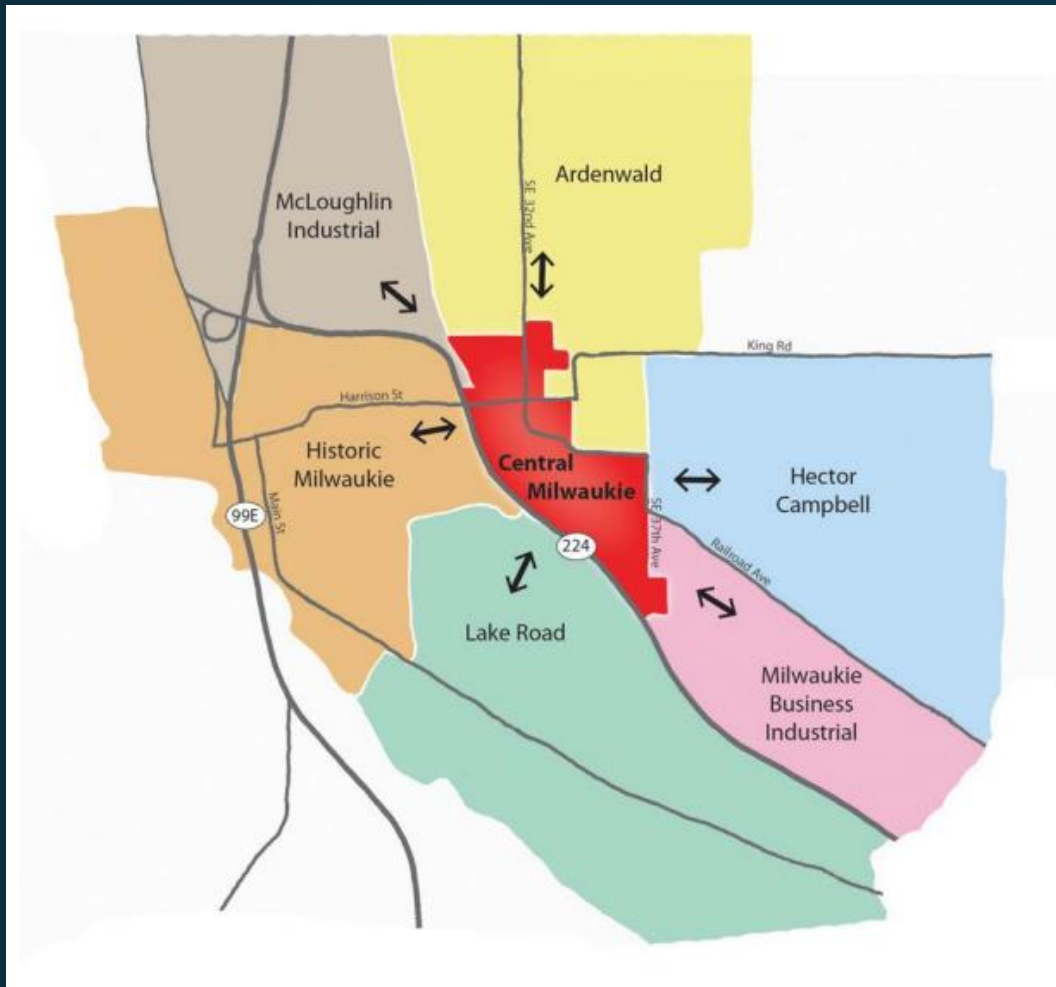


A stylized, abstract illustration of a flower or leaf, rendered in shades of white, light green, and brown. It is positioned on the left side of the slide, partially overlapping the dark blue background.

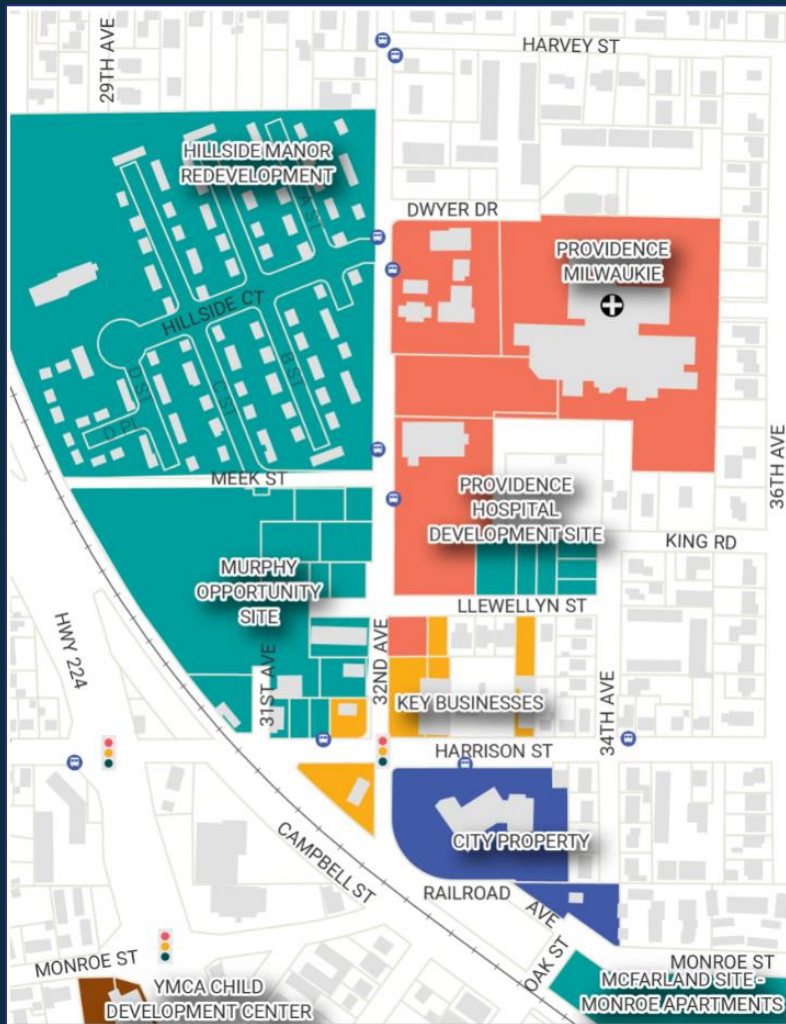
**RS 7. B. 12/15/2020
Presentation**

Central Milwaukie Bikeway Connection

**City Council Regular Session
December 15, 2020
Presentation by Brett Kelter, Associate Planner**



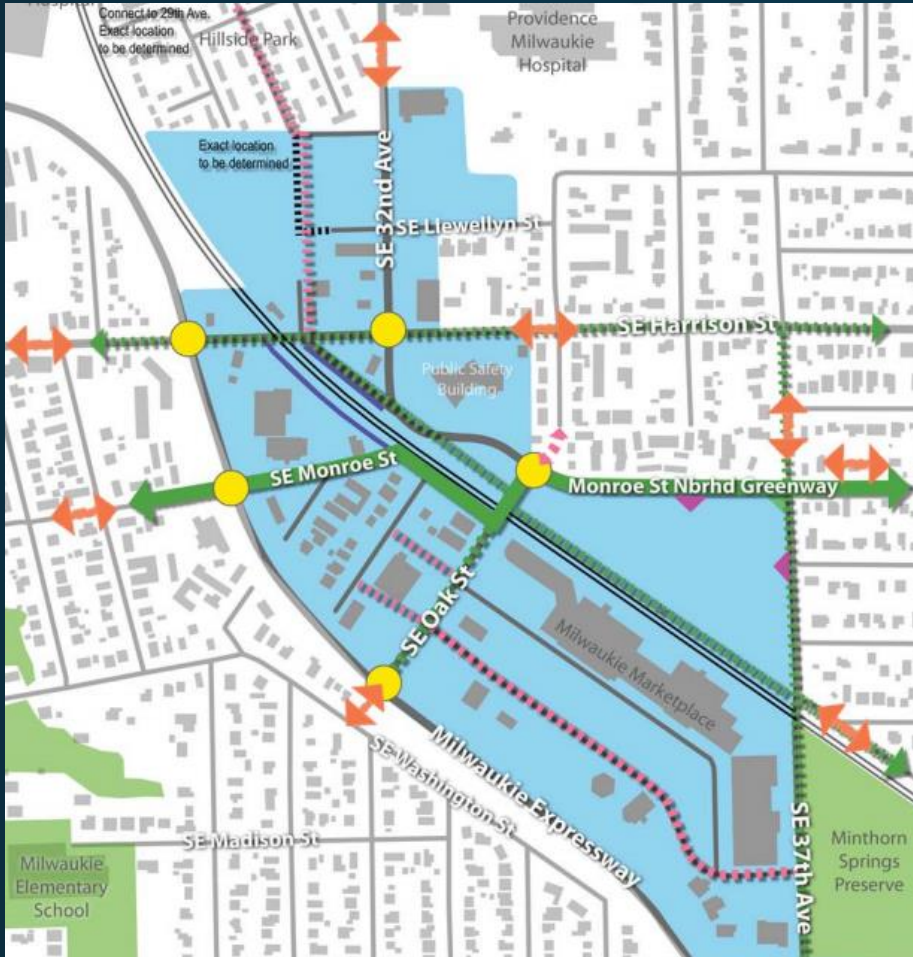
Central Milwaukie



Project Area

- **Opportunity sites**
Hillside Manor, Murphy, McFarland
- **Institutional sites**
Providence, Public Safety Building
- **Key businesses**
Kimmy's Market, Harrison Plaza, Pit Stop & Purdy's Car Wash, ISE Labs
- **Greenway routes**
29th Ave, Monroe St

Central Milwaukie Land Use & Transportation Plan (2015)



Key

- Study Area
- Primary Connections
- Key intersections
- Potential Access Points
- Primary Bicycle Routes
- Monroe St Neighborhood Greenway
- Ped/Bike Connection Opportunities*
- New Public Streets*
- Street Upgrades

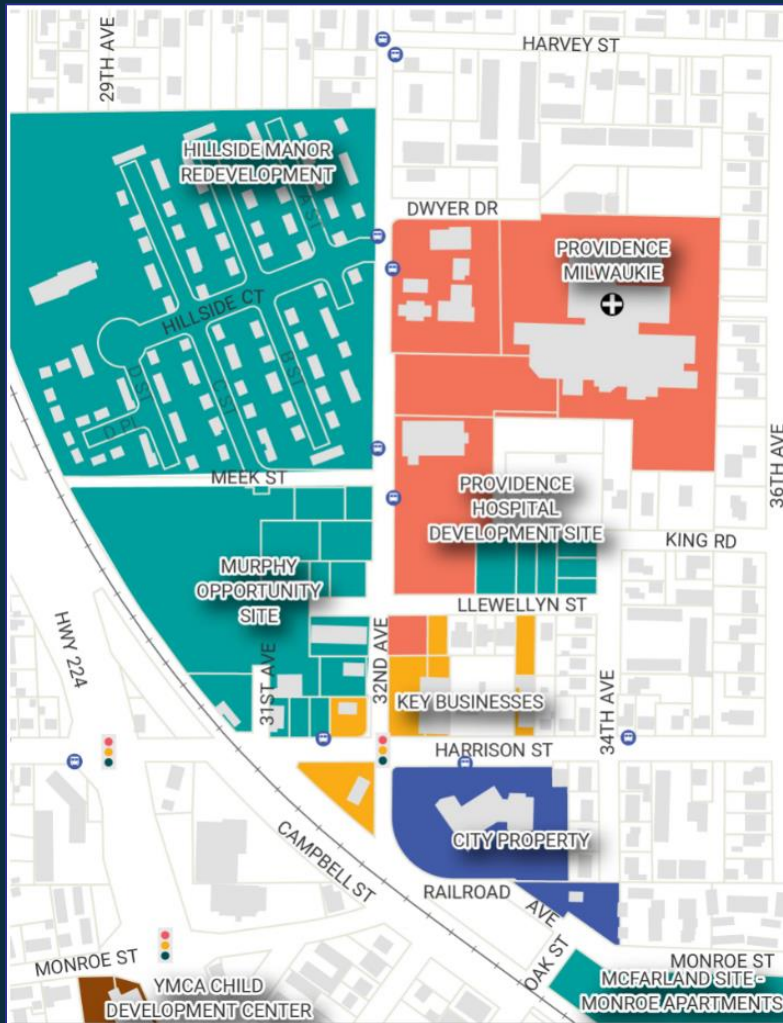
Central Milwaukie TSP projects



- ❖ **Project AS** = Pedestrian/bicycle connection from Oak St to 34th Ave
- ❖ **AT** = Bicycle connection through Murphy site to 29th Ave
- ❖ **AU** = Bicycle crossing across Harrison St between Campbell St & 31st Ave
- ❖ **AV** = Pedestrian/bicycle treatments on Campbell St & Railroad Ave between Monroe St & Harrison St
- ❖ **AW** = Pedestrian/bicycle connection on UPRR triangle and through McFarland site

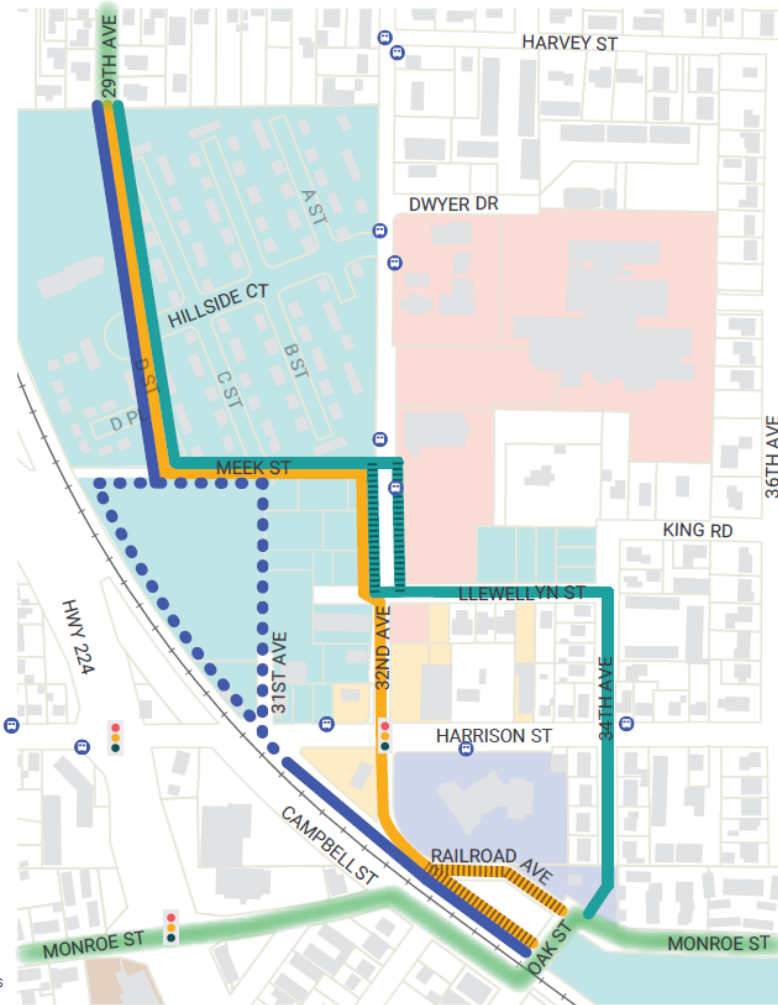
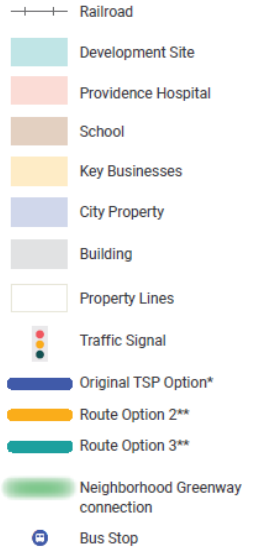
Progress to Date

- Initial interviews with key stakeholders
- Existing Conditions memo
- Development of concept alternatives
- Follow-up interviews with key stakeholders
- Preparation of online community survey (to launch January 2021)



ALL ROUTE OPTIONS

CENTRAL MILWAUKIE BIKEWAY CONNECTIONS



Concept Alternatives

- Three route options
- CC feedback?



Data Source: City of Milwaukie, Metro RLIS
Map Created: November 2020

Project Timeline

December 2020 to January 2021

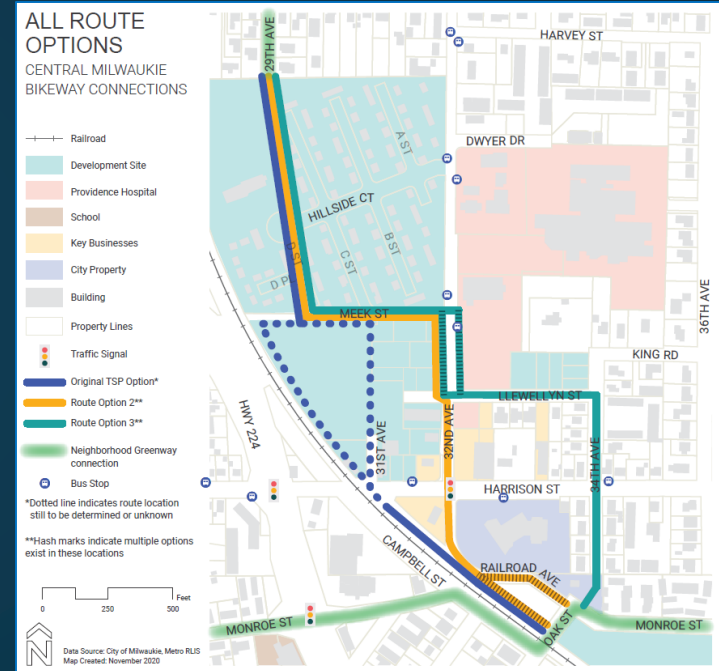
- Discussions with key stakeholders
- Online community survey

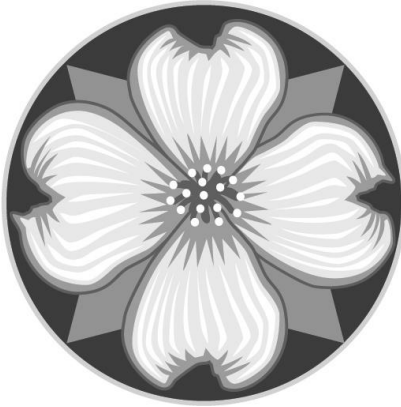
February - April 2021

- Draft report that analyzes the options, makes a recommendation, and provides cost estimates for implementation
- Follow-up with key stakeholders; hold second community open house
- Check in with Planning Commission and City Council

May 2021

- Adoption of Concept Plan by City Council





RS Agenda Item

9

Council Reports



Mayor's Announcements – Dec. 15, 2020

**RS 9. 12/15/2020
Announcement**

Oregon Marine Board Public Hearing Tuesday, Dec. 22 at 9am

Hearing will address the regulation of motorized boating on the Willamette River in Clackamas County.

To view documents on the proposed regulations and to participate visit:
<https://www.oregon.gov/osmb/info/Pages/Board-and-Public-Meetings.aspx>