



Regular Session

RS

Milwaukie City Council

COUNCIL REGULAR SESSION

City Hall Council Chambers, 10501 SE Main Street
& Zoom Video Conference (www.milwaukieoregon.gov)

REVISED AGENDA

SEPTEMBER 3, 2024

(Revised August 30, 2024)

Council will hold this meeting in-person and by video conference. The public may come to City Hall, join the Zoom webinar, or watch on the [city's YouTube channel](#) or Comcast Cable channel 30 in city limits. For Zoom login visit <https://www.milwaukieoregon.gov/citycouncil/city-council-regular-session-378>.
Written comments may be delivered to City Hall or emailed to ocr@milwaukieoregon.gov.

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

Page #

1. **CALL TO ORDER** (6:30 p.m.)
 - A. **Pledge of Allegiance**
 - B. **Native Lands Acknowledgment**

2. **ANNOUNCEMENTS** (6:33 p.m.) **2**

3. **PROCLAMATIONS AND AWARDS**
 - A. **National Preparedness Month - Proclamation** (6:35 p.m.) **5**
Staff: Dan Harris, Events & Emergency Management Coordinator

4. **SPECIAL REPORTS**
 - A. **None Scheduled.**

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 at 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:** **7**
 1. **July 25, 2024, Joint Session with the Equity Steering Committee,**
 2. ~~**August 6, 2024, work session, and**~~
 3. ~~**August 6, 2024, regular session.**~~ (removed from the agenda)
 - B. **Adoption of Updated Council Committee Assignments – Motion** **10**
 - C. **Authorization of a Contract for Solar Panels at the City’s Johnson Creek Boulevard (JCB) Campus – Resolution** **13**
 - D. **Authorization of a Contract for On-Call Community and Strategic Engagement Services – Resolution** **17**
 - E. **Authorization of an Increased Project Authorization for the Harvey Street Improvements Project – Resolution** (added to the agenda) **20**

7. BUSINESS ITEMS

- A. First Fish Herons Intergovernmental Agreement – Report (6:50 p.m.) 24**
Staff: Scott Stauffer, City Recorder
- B. Quarterly Fee Schedule and Budget Review – Discussion (7:15 p.m.) 40**
Staff: Emma Sagor, City Manager, and
Michael Osborne, Finance Director

8. PUBLIC HEARINGS

- A. None Scheduled.**

9. COUNCIL REPORTS (7:25 p.m.)

10. ADJOURNMENT (7:40 p.m.)

Milwaukie Redevelopment Commission (MRC) Meeting.

After the regular session Council will meet as the MRC. For information about that meeting visit <https://www.milwaukieoregon.gov/bc-rc/redevelopment-commission>.

Executive Session.

After the MRC meeting, Council will meet in executive session pursuant to Oregon Revised Statute (ORS) 192.660 (2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

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

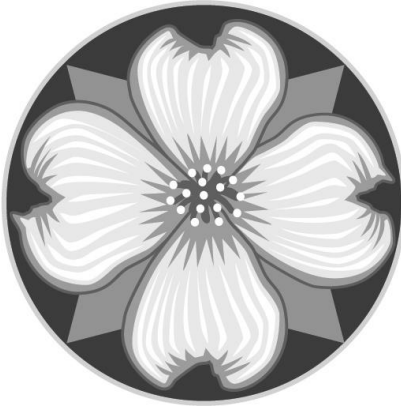
The city is committed to providing equal access to public meetings. To request listening and mobility assistance services contact the Office of the City Recorder at least 48 hours before the meeting by email at ocr@milwaukieoregon.gov or phone at 503-786-7502. To request Spanish language translation 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.



RS Agenda Item

2

Announcements

FALL AUTHORS SERIES LEDDING LIBRARY



Mayor's Announcements – September 3, 2024

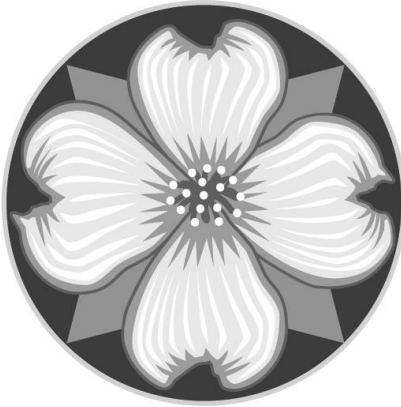
- **Ledding Library Fall Authors Series – Sep. 4, 22, & 28 and Oct. 2, 16, & 23**
 - First event features Rebecca Clarren – Wed., Sep. 4 (6 PM)
 - Brought to you by Friends of the Ledding Library
 - Ledding Library Community Room, 10660 SE 21st Ave.
- **First Friday – Sep. 6 (5 - 8 PM)**
 - Downtown Milwaukie
 - Learn more at firstfridaymilwaukie.com.
- **Sustainability Fair – Sat., Sep. 7 (10 AM – 3 PM)**
 - Milwaukie Environmental Stewards Group (MESG) organizes 3rd annual event.
 - Includes Milwaukie Arts Committee's **Trashion Fashion Show**.
 - Craft wearable art using recycled material. Prizes awarded in adult and youth categories.
 - Parking lot at 10723 SE Main St. across Main from Historic City Hall
 - Learn more about event at milwaukieesg.org.
- **Monroe St. Greenway Open House – Thu., Sep. 12 (5 – 7 PM)**
 - Stop by anytime to get an update on the Monroe Street Greenway project.
 - Wichita Park, 5908 SE Monroe St.
- **Historic City Hall Sculpture Garden – Call for Sculptures – Apply by Sep. 20**
 - Arts Committee is seeking 3 new sculptures.
 - Chosen sculptures to be part of 2-year cycle in historic city hall building at 10722 SE Main St.
 - Application available at milwaukieoregon.gov/arts-committee
- **LEARN MORE AT WWW.MILWAUKIEOREGON.GOV OR CALL 503-786-7555**

Covid rates are up

Vaccination rates are down

Get the new shot soon!

Share your Milwaukie Haiku!
Email yours to bateyl@milwaukieoregon.gov



RS Agenda Item

3

Proclamations & Awards

PROCLAMATION

WHEREAS the month of September is recognized by emergency responders and public safety agencies nationwide as a time to actively promote emergency preparedness in our communities through planned activities, events, and public awareness campaigns, and

WHEREAS the theme of this year’s National Preparedness Month is “Preparing for Asian American, Native Hawaiian, and Pacific Islander Communities,” recognizes the vulnerabilities of those communities throughout the United States to natural disasters and reminds us all to be better prepared to protect ourselves and our neighbors against natural disasters, and

WHEREAS emergency preparedness is the responsibility of everyone, and all are urged work together to ensure that individuals, families, neighborhoods, businesses, and communities are prepared for disasters and emergencies of any type, and

WHEREAS investing in personal and community preparedness can reduce injuries, fatalities, and economic devastation in our community and in our nation, and

WHEREAS, during September, the City of Milwaukie urges residents to prepare themselves for emergencies by assembling an emergency “Two Weeks Ready” kit including 14 days of water, medications and other emergency supplies, which residents and business owners can learn more about by reviewing the insert included in this month’s Pilot newsletter.

NOW, THEREFORE, I, Lisa Batey, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim **SEPTEMBER 2024** to be **NATIONAL PREPAREDNESS MONTH** in Milwaukie.

IN WITNESS, WHEREOF, and with the consent of the City Council of the City of Milwaukie, I have hereunto set my hand on this 3rd day of September **2024**.

Lisa Batey, Mayor

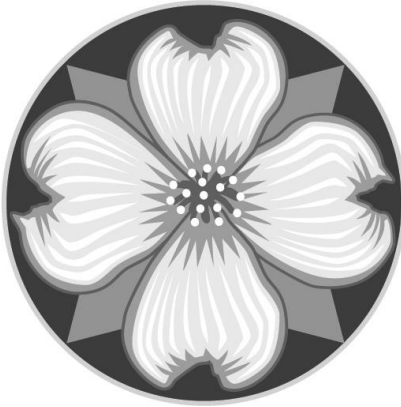
ATTEST:

Scott Stauffer, City Recorder

National Preparedness Month



- **Be 2 Weeks Ready**
 - **Pilot Series and Insert**
 - **milwaukieoregon.gov/emergencyprep**
- **Community Emergency Response Team**
 - **Classes 10/19, 10/26, 11/2**
- **Know Your Neighbors!**



RS Agenda Item

6

Consent Agenda

EQUITY STEERING COMMITTEE**NOTES**

City Hall: Community Room

July 25, 2024

- The meeting began at 6:11 p.m.
 - In attendance were Seyona Belai, Aneesa Turbovsky, Shian Gutierrez, Nikki Storm, Cameron Ruen, Dennis Ward, Elizabeth Start, Corey Hester, Shayna Justus, Roberto Arreola Moreno, and Sarah Vasquez.
 - City Council members in attendance were Adam Khosroabadi, Will Anderson, Rebecca Stavenjord, and Mayor, Lisa Batey.
 - Staff present included Gabriela Santoyo Gutierrez (Equity and Inclusion Coordinator), Emma Sagor (Acting City manager)
 - The city's Equity Analytics Group consultant and one community member were also present.

- Gabriela introduced herself and asked the group to do a roundabout of introductions and connection to the city.
- Gabriela then shared gratitude and then gave a short overview of the agenda for the night.
- The conversation then transitions to the Equity Group Consultant to deliver developing Effective and Meaningful Metrics Workshop including overview of:
 - What are metrics?
 - The Equity consultant then asked the group what some other reasons of why we care about metrics?
 - One ESC member shared to measure progress and celebrate successes
 - Another member said to evaluate effectiveness, adjust plans and inform next steps
 - A council member said it's hard to measure prevention efforts in communities, which unfortunately often means metrics that are left are metrics measuring what is wrong with our communities. Therefore, the way we define our metrics in other creative ways can lead to a greater storytelling.
 - One ESC member the importance of storytelling is critical. It's how you have conversation and engage with community members and clients about the work you are doing

- Another ESC member said metrics make it easier to make budget decisions
 - Another mentioned Building trust, and transparency
 - Harm reduction and respect to staff
 - One council member asked what the difference between an outcome and objective
 - Objective the thing we are committing to – “we care about quality trash service program” and outcome would be long-term statement “Milwaukie is trash and litter free.” In other words, the outcome gives purpose to the objective
 - Community member shared they thought outcomes were going to be based on date results but how these are projected outcomes
 - What does this process look like?
 - Consultant shared best practices
 - Assessment cycle: define outcomes, tactics, metrics, develop data collection systems, develop analysis and dashboard plan, collect data and public dashboard, update dashboard, and update dashboard, review, and revise
 - What are some examples?
 - Consultant shared healthcare example related contraindications to treatment contraindications and intersections of gender and race
 - How do we narrow down which community-wide outcome metrics to prioritize?
- We’re going to use this information to guide data collection, analysis, and visualization to create a public facing dashboard.
 - The consultant gave an overview of pulling priorities from [Milwaukie’s Community Vision \(2017\)](#), [Milwaukie Momentum Strategic plan \(2023-2026\)](#),
 - [Milwaukie Momentum Strategic plan \(2023-2026\)](#), [Keen Assessment \(2023\)](#), and [Equity plan \(2023\)](#).
 - Then consultant shared a draft webbing example of the four priorities of Milwaukie Moment strategic plan connecting them to objectives, tactics, desired outcomes to make meaningful metrics. This demonstrated a visual example of the metrics process in progress for Milwaukie’s internal work.
 - The consultant then pulled priorities for from the Community
 - Meeting members then used a online voting platform to select their top priorities.

- The group narrowed down five priorities for community-wide outcome metrics along with potential metrics. All measurements should report demographic categories (race, gender, age, income demographic, etc.), and spatial distribution (neighborhoods):
 1. Milwaukie residents enjoy affordable housing
 2. Milwaukie is a safe and welcoming community
 3. Milwaukie's neighborhoods are the centers of daily life, with each containing amenities and community-minded local businesses that meet residents' needs
 4. Milwaukie is adaptive to the realities of a changing climate
 5. Milwaukie's government is transparent and accessible

- Gabriela shared next steps:
 - Council updates in August and October
 - Next meeting:
 - Milwaukie's Community Events Fund applications review
 - September retreat
 - Committee agreements and expectations

The meeting adjourned at 8:08pm

COUNCIL STAFF REPORT

To: Mayor and City Council
Emma Sagor, Acting City Manager

Date Written: July 3, 2024

Reviewed: (none)

From: Scott Stauffer, City Recorder

Subject: Updated 2024 Council Committee Assignments

ACTION REQUESTED

Council is asked to adopt its updated 2024 Council committee assignments matrix.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Every January, Council updates the matrix noting which of its members serve on various intergovernmental and regional advisory bodies. And, as new Council members are elected, the Council's committee assignments are reviewed and updated as appropriate.

Over the course of summer 2024, with the seating of a new council member in June, Council has discussed its committee assignments several times.

ANALYSIS

Council discussed committee assignments at the July 9 retreat and at several subsequent meetings. The updated assignments are shown in the attached matrix.

The committee assignments matrix may be updated throughout the year as committee information changes.

BUDGET, EQUITY, CLIMATE, & WORKLOAD IMPACTS

None.

COORDINATION, CONCURRENCE, OR DISSENT

None.

STAFF RECOMMENDATION

None.

ATTACHMENTS

1. Updated 2024 Council Committee Assignments Matrix

LAST UPDATED: 29-Aug-24

Committee	Focus	Governing Authority	2024 Appointee	Staff Resources	Elected Rep Required	Meeting Schedule	Policy areas
Audit Committee	The City of Milwaukie created an Audit Committee of the Milwaukie City Council to ensure that audits of the City's financial statements are completed annually in accordance with Oregon state law, to share oversight responsibility of the City's independent auditors with management, and to assist City management in the review and selection of the City's independent auditor (Res. No. 56-2012).	The Audit Committee is to consist of one member of the City Council and one member of the City Budget Committee each appointed by the Council for two-year staggered terms and two citizen members with an interest in City government financial operations, with preference first given to a Certified Public Accountant residing within City limits and second to a Certified Public Accountant with City affiliation, also for a two year term.	<u>Robert Massey</u>	Michael Osborne	Yes	Meetings are held at least twice annually	Finance
Boards, Committees, and Commissions (BCC) Selection Committee	Purpose is to interview citizens who have applied to serve on citywide Boards, Committees, and Commissions.	Comprised of the Mayor, rotating Councilor, and Staff Liaison.	<u>Lisa Batey</u>	Scott Stauffer	Yes	Interviews are held as needed.	Public engagement
Budget Committee	The Budget Committee is established in accordance with the provisions of ORS 294.336 to review the annual city budget document as prepared by the city budget officer and to recommend an approved budget to the City Council for adoption.	The Committee includes five City Councilors plus an equal number of City residents who are registered voters. The Council appoints the citizen members for four-year terms. The Budget Committee meets as directed by City Council. Typically, the budget preparation meetings are held in the early spring, with additional meetings scheduled as needed and to review revenue and expenditure reports.	<u>Mayor and Council</u>	Emma Sagor, Michael Osborne	Yes	Meetings are held quarterly	Finance
Clackamas Cities Association (CCA)	12 cities in Clackamas County get together for dinner and speaker events to share ideas and to network.	City of Lake Oswego provides general coordination for cities.	<u>Mayor and Council</u>	Emma Sagor, Scott Stauffer	No	Dinners are held monthly. Typically, dinners are held on the third Thursday of the month.	Intergovernmental Affairs
Clackamas County Coordinating Committee (C-4)	C-4 was founded by the County to promote a partnership between the County, its Cities, Special Districts, Hamlets, Villages and Community Planning Organizations (CPOs). C-4 provides Councilors with an opportunity to network and work on building consensus on regional issues.	Voting membership shall consist of one elected representative and an elected alternate appointed by the City Council	<u>Rebecca Stavenjord</u>	Emma Sagor	Yes	Meetings are held on the first Thursday of the month starting at 6:45 p.m. in the Public Services Building of Clackamas County.	Land use and development, Transportation, Intergovernmental Affairs
Clackamas County Coordinating Committee (C-4) – Metro Sub- Committee	C-4 members who are within the Metro jurisdiction shall be a subcommittee of C-4 named Metro subcommittee to discuss JPACT and MPAC issues. This subcommittee shall at a minimum be the body which nominates and elects cities' representatives to: JPACT, MPAC, TPAC, MTAC, respectively.	Nominations and elections shall occur in November of each even numbered year in accordance with Metro Charter requirements.	<u>Rebecca Stavenjord</u>	Emma Sagor, Joseph Briglio	Yes	Meetings are held on the third Wednesday of the month at 7:30 in the Clackamas County's Development Services Building.	Transportation, Land use and development
Clackamas County Fire District #1 District Board Subcommittee	Purpose is to discuss collaborative opportunities, long-term facility needs, emergency preparedness, impacts of compression, and other challenges facing communities being served.	Subcommittee consists of two Fire Board members and two Council Members appointed by respective jurisdiction.	<u>Adam Khosroabadi</u> <u>Vacant</u>		Yes	Development Services Building 150 Beavercreek Rd. Oregon City, OR 97045	Public safety
Clackamas County Library District Advisory Committee	Purpose is to advise the Clackamas County Library Service District (Board of County Commissioners) to support two county libraries and ten city libraries.	Committee involves 10 members that are typically appointed by respective library board. The advisory committee was created after the 2008 District creation.	<u>No Council Rep Needed</u>	Brent Husher	No	Meetings are held as needed.	Libraries
Clackamas County Childcare for All Task Force	A group convened by Clackamas County and Clackamas Education Service District on ways to provide greater access to affordable childcare options.		<u>Adam Khosroabadi</u>			Meeting schedule under development.	Housing and human services
Clackamas County Mayor and Chair	Broad topics that fall outside the scope of C4.	Ad hoc group – no formal appointment process.	<u>Lisa Batey</u>	Emma Sagor	No	Oregon City Library	Intergovernmental Affairs
Community Action Board	Members are appointed by the Clackamas County Board of County Commissioners. The group advocates both locally and at the state level on issues related to people and households with low-incomes.	Board is run by Clackamas County. 8 members and one alternate.	<u>Adam Khosroabadi</u>		No	Meetings are the first Wednesday of each month, 7:30 a.m. to 9 a.m.	Housing and human services
Homeless Solutions Coalition of Clackamas County (HSCC)	HSCCC's purpose is to bring together citizens, agencies, governments, churches, businesses, and schools in the Oregon City region to create partnerships that reduce homelessness.	Steering committee made up of co-founders and representatives of agencies, governments, churches, businesses, and schools.	<u>Rebecca Stavenjord - Board Member</u> <u>Adam Khosroabadi - attends regional "together" groups</u> <u>Robert Massey - attends provider committee (currently on hiatus)</u>		No		Housing and human services
League of Oregon Cities	Legislative Committees (any councilor can participate)	LOC Energy Policy Committee Community Development Committee	<u>Any Councilor can participate in legislative committees</u>	Emma Sagor	Yes		Intergovernmental Affairs
Local Contract Review Board	Purpose is to review and adopt public contracting rules and findings as to amendments of professional services	Established via Resolution by Council.	<u>City Council</u>	Kelli Tucker	Yes	Meetings are held as needed.	Finance

Committee	Focus	Governing Authority	2024 Appointee	Staff Resources	Elected Rep Required	Meeting Schedule	Policy areas
Metro Mayor's Consortium	Advocate at Metro and State on issues that affect all metro cities.	Membership limited to 20 local mayors of the Portland Metro Region.	<u>Lisa Batey</u>	Emma Sagor	Yes	Meetings are held monthly on Wednesdays during lunchtime.	Intergovernmental Affairs
Milwaukie Redevelopment Commission	Facilitate and support urban renewal efforts in targeted areas of the City of Milwaukie	MRC	<u>City Council</u>		Yes	Meet as needed during Council work, study, and regular sessions	Land use and development
Milwaukie Redevelopment Commission Community Advisory Committee	Advise MRC on investment opportunities within the tax increment financing district.	MRC	<u>Rebecca Stavenjord</u>		Yes	Meets as needed to develop recommendations for MRC.	Land use and development
Milwaukie Parks and Recreation Board (PARB)	Advises City Council on parks related issues.	Comprised of 8 members appointed by City Council.	<u>Robert Massey</u>	Peter Passarelli	Yes	Meetings are held on the 4th Wednesday of every month at 4:30 at the Ledding Library.	Parks
North Clackamas Chamber of Commerce and Public Policy Team	Purpose is to discuss policy issues in front of the Chamber for position consideration.	Representatives appointed by the Chamber Board.	<u>Adam Khosroabadi</u>	Vera Kolia Emma Sagor	No	Meetings are held on the first Monday of the month from 12 p.m. to 1:15 p.m. at the Chamber Offices.	Economic development
North Clackamas Parks and Recreation District Advisory Board (DAC)	Purpose is to make recommendations to the District Board of Directors on the design, planning and development of parks and the provision of recreational programs in the district.	Section E(2) of the May 1, 1990 Agreement between Clackamas County and the City provide for representation to the DAC. City Council appoints the DAC member.	<u>Lisa Batey</u>	Peter Passarelli	No	DAB meets monthly on the second Wednesday of every month from 5:00 to 7:00 PM	Natural Resources and Parks
North Clackamas Watershed Council	The North Clackamas Watershed Council's purpose is to advocate for the protection and enhancement of the watersheds' fish and wildlife habitat and improve water quality through partnership with public and private entities, habitat restoration projects, community education and outreach, and strategic planning.	The number of Council Representatives may vary between a minimum of four (4) and a maximum of thirty (30). A minimum of one position will be reserved for each of the following watersheds and sub-basin areas; Upper Kellogg, Lower Kellogg, Lower Mt Scott, Dean, Middle Mt Scott/Cedar, Phillips, Upper Mt Scott, Minthorn Spring, Boardman Creek, River Forest, and Rinearson Creek. The term of office for Council Representatives shall be three years.	<u>Robert Massey</u>	Peter Passarelli	No	Meetings are held on the third Wednesday of the month from 6:00 p.m. to 8:00 p.m. at Oak Lodge Sanitary District.	Natural Resources and Parks
Oregon Mayors Association (OMA), Portland Metro Region Team	Purpose is to create a forum for discussing a wide variety of issues, and, most importantly, a unified voice in Salem. Established in 1972, the Oregon Mayors Association is a voluntary association of persons who hold the office of mayor. OMA is recognized as an affiliate organization in cooperation with the League of Oregon Cities. Over two-thirds of Oregon mayors are active members of OMA.	The leadership of the OMA is vested in a Board of ten directors which include a President, President-elect, Secretary-Treasurer, Immediate Past President and six members at-large. The Immediate Past President and the Secretary-Treasurer serve as ex-officio-Directors. The Secretary-Treasurer position is a nonvoting position held by the Executive Director of the League of Oregon Cities Board members are elected at the annual meeting of the OMA, held at the League of Oregon Cities' Annual Conference. The OMA constitution requires that consideration be given to geographic and size diversity on the Board.	<u>Lisa Batey</u>	Emma Sagor	Yes	Meetings are held as needed either by way of teleconference or at League of Oregon Cities' Meetings.	Intergovernmental Affairs
WES Advisory Committee	On Sept. 14, 2017, the Board of County Commissioners of Clackamas County (BCC) acting as the governing body of WES, created a standing advisory committee consisting of customers, stakeholders and city representatives referred to as the Water Environment Services Advisory Committee.	Clackamas County	<u>Adam Khosroabadi</u>	Peter Passarelli	Yes		Natural Resources and Parks, Public Utilities
Regional Water Providers Consortium	The Regional Water Providers Consortium serves as a collaborative and coordinating organization to improve the planning and management of municipal water supplies in the greater Portland, Oregon metropolitan region. Primary focus is conservation and planning interties of water systems to address emergency needs.	Formed in 1997, the Consortium serves the Multnomah, Clackamas, and Washington counties and is made up of 21 water providers and the regional government Metro. Together, these entities provide about 95 percent of the Portland metropolitan area's drinking water Members of the Consortium are cities, water districts and a people's utility district throughout the Portland, Oregon metropolitan area. The regional government Metro is also a member. Participation in the Consortium is voluntary and is funded through membership dues.	<u>Robert Massey</u>	Peter Passarelli	No	Meetings are held three times per year. Typically, from 6:00 p.m. to 8:30 p.m. at Metro. Usually in the Metro Chambers.	Natural Resources and Parks, Public Utilities
Transportation System Plan Advisory Committee	Community based committee that will advise on the update of the TSP.	Committee is appointed by City Council.	<u>William Anderson</u>	Laura Weigel	Yes, as determined by City Council	Approx. 12/16 meetings over 12-18 months. Meeting time TBD. Likely on Thursday evenings from 6:00- 8:00.	Transportation

LAST UPDATED: 29-Aug-24

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Clackamas County Coordinating Committee (C-4) – Metro Sub- Committee	C-4 members who are within the Metro jurisdiction shall be a subcommittee of C-4 named Metro subcommittee to discuss JPACT and MPAC issues. This subcommittee shall at a minimum be the body which nominates and elects cities' representatives to: JPACT, MPAC, TPAC, MTAC, respectively.	Nominations and elections shall occur in November of each even numbered year in accordance with Metro Charter requirements.	<u>Rebecca Stavenjord</u>	Emma Sagor, Joseph Briglio	Yes	Meetings are held on the third Wednesday of the month at 7:30 in the Clackamas County's Development Services Building.	Transportation, Land use and development
Clackamas County Fire District #1 District Board Subcommittee	Purpose is to discuss collaborative opportunities, long-term facility needs, emergency preparedness, impacts of compression, and other challenges facing communities being served.	Subcommittee consists of two Fire Board members and two Council Members appointed by respective jurisdiction.	<u>Adam Khosroabadi</u> <u>Vacant</u>		Yes	Development Services Building 150 Beaver Creek Rd. Oregon City, OR 97045	Public safety
Clackamas County Library District Advisory Committee	Purpose is to advise the Clackamas County Library Service District (Board of County Commissioners) to support two county libraries and ten city libraries.	Committee involves 10 members that are typically appointed by respective library board. The advisory committee was created after the 2008 District creation.	<u>No Council Rep Needed</u>	Brent Husher	No	Meetings are held as needed.	Libraries
Clackamas County Childcare for All Task Force	A group convened by Clackamas County and Clackamas Education Service District on ways to provide greater access to affordable childcare options.		<u>Adam Khosroabadi</u>			Meeting schedule under development.	Housing and human services
Clackamas County Mayor and Chair	Broad topics that fall outside the scope of C4.	Ad hoc group – no formal appointment process.	<u>Lisa Batey</u>	Emma Sagor	No	Meetings held on Zoom.	Intergovernmental Affairs
Community Action Board	Members are appointed by the Clackamas County Board of County Commissioners. The group advocates both locally and at the state level on issues related to people and households with low-incomes.	Board is run by Clackamas County. 8 members and one alternate.	<u>Adam Khosroabadi</u>		No	Meetings are the first Wednesday of each month, 7:30 a.m. to 9 a.m.	Housing and human services
Homeless Solutions Coalition of Clackamas County (HSCC)	HSCCC's purpose is to bring together citizens, agencies, governments, churches, businesses, and schools in the Oregon City region to create partnerships that reduce homelessness.	Steering committee made up of co-founders and representatives of agencies, governments, churches, businesses, and schools.	<u>Rebecca Stavenjord - Board Member</u> <u>Adam Khosroabadi - attends regional "together" groups</u> <u>Robert Massey - attends provider committee (currently on hiatus)</u>		No		Housing and human services

Committee	Focus	Governing Authority	2024 Appointee	Staff Resources	Elected Rep Required	Meeting Schedule	Policy areas
League of Oregon Cities	Legislative Committees (any councilor can participate)	LOC Energy Policy Committee Community Development Committee	<u>Any Councilor can participate in legislative committees</u>	Emma Sagor	Yes		Intergovernmental Affairs
Local Contract Review Board	Purpose is to review and adopt public contracting rules and findings as to amendments of professional services	Established via Resolution by Council.	<u>City Council</u>	Kelli Tucker	Yes	Meetings are held as needed.	Finance
Metro Mayors' Consortium	Advocate at Metro and State on issues that affect all metro cities.	<u>Membership limited local mayors of the Portland Metro Region.</u>	<u>Lisa Batey</u>	Emma Sagor	Yes	Meetings are held monthly on <u>Thursdays</u> during lunchtime. <u>Held on Zoom or in-person.</u>	Intergovernmental Affairs
Milwaukie Redevelopment Commission	Facilitate and support urban renewal efforts in targeted areas of the City of Milwaukie	MRC	<u>City Council</u>		Yes	Meet as needed during Council work, study, and regular sessions	Land use and development
Milwaukie Redevelopment Commission Community Advisory Committee	Advise MRC on investment opportunities within the tax increment financing district.	MRC	<u>Rebecca Stavenjord</u>		Yes	Meets as needed to develop recommendations for MRC.	Land use and development
Milwaukie Parks and Recreation Board (PARB)	Advises City Council on parks related issues.	Comprised of 8 members appointed by City Council.	<u>Robert Massey</u>	Peter Passarelli	Yes	Meetings are held on the 4th Wednesday of every month at 4:30 at the Ledding Library.	Parks
North Clackamas Chamber of Commerce and Public Policy Team	Purpose is to discuss policy issues in front of the Chamber for position consideration.	Representatives appointed by the Chamber Board.	<u>Adam Khosroabadi</u>	Vera Koliass Emma Sagor	No	Meetings are held on the first Monday of the month from 12 p.m. to 1:15 p.m. at the Chamber Offices.	Economic development
North Clackamas Parks and Recreation District Advisory Board (DAC)	Purpose is to make recommendations to the District Board of Directors on the design, planning and development of parks and the provision of recreational programs in the district.	Section E(2) of the May 1, 1990 Agreement between Clackamas County and the City provide for representation to the DAC. City Council appoints the DAC member. <u>The city has 2 DAC members - the Mayor and the Council appointee.</u>	<u>Lisa Batey</u>	Peter Passarelli	No	DAB meets monthly on the second Wednesday of every month from 5:30 to 7:00 PM	Natural Resources and Parks
North Clackamas Watershed Council	The North Clackamas Watershed Council's purpose is to advocate for the protection and enhancement of the watersheds' fish and wildlife habitat and improve water quality through partnership with public and private entities, habitat restoration projects, community education and outreach, and strategic planning.	The number of Council Representatives may vary between a minimum of four (4) and a maximum of thirty (30). A minimum of one position will be reserved for each of the following watersheds and sub-basin areas; Upper Kellogg, Lower Kellogg, Lower Mt Scott, Dean, Middle Mt Scott/Cedar, Phillips, Upper Mt Scott, Minthorn Spring, Boardman Creek, River Forest, and Rinearsen Creek. The term of office for Council Representatives shall be three years.	<u>Robert Massey</u>	Peter Passarelli	No	Meetings are held on the third Wednesday of the month from 6:00 p.m. to 8:00 p.m. at Oak Lodge Sanitary District.	Natural Resources and Parks
Oregon Mayors Association (OMA), Portland Metro Region Team	<u>Purpose is to create a forum for discussing a wide variety of issues, and, most importantly, a unified voice in Salem. Established in 1972, OMA is a voluntary association of persons who hold the office of mayor.</u>	<u>The leadership of the OMA is vested in a Board of ten directors who are elected at the annual meeting of the OMA, held at the League of Oregon Cities' (LOC) Annual Conference.</u>	<u>Lisa Batey</u>	Emma Sagor	Yes	Meetings are held as needed either by way of teleconference or at League of Oregon Cities' Meetings.	Intergovernmental Affairs
WES Advisory Committee	On Sept. 14, 2017, the Board of County Commissioners of Clackamas County (BCC) acting as the governing body of WES, created a standing advisory committee consisting of customers, stakeholders and city representatives referred to as the Water Environment Services Advisory Committee.	Clackamas County	<u>Adam Khosroabadi</u>	Peter Passarelli	Yes		Natural Resources and Parks, Public Utilities
Regional Water Providers Consortium	The Regional Water Providers Consortium serves as a collaborative and coordinating organization to improve the planning and management of municipal water supplies in the greater Portland, Oregon metropolitan region. Primary focus is conservation and planning interties of water systems to address emergency needs.	Formed in 1997, the Consortium serves the Multnomah, Clackamas, and Washington counties and is made up of 21 water providers and the regional government Metro. Together, these entities provide about 95 percent of the Portland metropolitan area's drinking water. Members of the Consortium are cities, water districts and a people's utility district throughout the Portland, Oregon metropolitan area. The regional government Metro is also a member. Participation in the Consortium is voluntary and is funded through membership dues.	<u>Robert Massey</u>	Peter Passarelli	No	Meetings are held three times per year. Typically, from 6:00 p.m. to 8:30 p.m. at Metro. <u>On Zoom or in the Metro Chambers.</u>	Natural Resources and Parks, Public Utilities
Transportation System Plan Advisory Committee	Community based committee that will advise on the update of the TSP.	Committee is appointed by City Council.	<u>William Anderson</u>	Laura Weigel	Yes, as determined by City Council	Approx. 12/16 meetings over 12-18 months. Meeting time TBD. Likely on Thursday evenings from 6:00- 8:00.	Transportation

COUNCIL STAFF REPORT

To: Mayor and City Council
Emma Sagor, City Manager

Reviewed: Scott Stauffer (as to form), City Recorder

From: Peter Passarelli, Public Works Director,
Mandy Byrd, Development Project Manager, and
Kelli Tucker, Accounting and Contracting Specialist

Subject: JCB Solar Project Design and Construction Services

Date Written: July 31, 2024

ACTION REQUESTED

Council is asked to authorize the city manager to sign a personal services agreement and public improvement contract, collectively up to \$475,000, with Elemental Energy, for design and installation of solar panels at the Johnson Creek Boulevard (JCB) public works facility.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

April 2023: The city applied for capital funding from the state for the design and construction of a 120 kW-DC Solar system at its JCB Public Works Facility.

October 2023: The state approved the city's funding request in the amount of \$375,000.

[November 7, 2023](#): Council authorized the city manager to sign a grant agreement with the state to receive general funds dollars (\$375,000) for the JCB facility solar project.

[May 21, 2024](#): Council authorized staff to use the design-build alternative contracting method for the JCB solar project.

ANALYSIS

On July 11, 2024, staff released a competitive solicitation for design-build services to design and install solar panels at the city's public works facility. The solicitation resulted in one responsive submission. Staff evaluated the proposal and determined Elemental Energy was qualified to complete the project.

The base scope will include design and construction of approximately 120 kw-DC solar panels, primarily on the main office building's west-facing roof and potentially additional panels on that building's east-facing roof. A system of this size is estimated to produce approximately 118,000 kWh of electricity annually, which is approximately 65% of the facilities current total load.

Design services will include (1) an assessment of the existing conditions, including electrical infrastructure, roof structure analysis, building orientation, sun exposure/shading, etc., and (2) design and engineering of a solar array system (including construction drawings and specifications) that meets project goals.

Construction services will include roof reinforcement or re-roof (as needed), electrical upgrades (as needed), and installation of the solar panels as designed.

Project Schedule

- Contract Solicitation – Summer 2024
- Design-Build Contract Award – Fall 2024
- Project Design – Winter 2024 - 2025
- Projection Construction – Spring 2025
- Project Completion – Summer 2025

BUDGET IMPACT

This project is primarily funded with state grant funds that have already been received by the city. The remaining portion of costs are included in the Facilities Department budget within the current capital improvement plan in fiscal year 2025.

CLIMATE IMPACT

Building operations are one of the largest sources of carbon emissions in Milwaukie, comprising 44% of Milwaukie's 2020 local emissions. These emissions come from the fuels and energy that are used to operate equipment, power lights and technology, and run heating and cooling systems. The city's Climate Action Plan (CAP) addresses the carbon intensity of various energy sources (electricity, methane, and other fuels) and the energy efficiency of city buildings and assets. The CAP identifies adding solar as one way to reduce emissions and to promote future resilience of the community.

This solar project will help the city address climate change by increasing the city's clean energy sources. Adding solar power to the JCB office aligns with the city's climate goal to become completely carbon neutral by 2045.

EQUITY IMPACT

By installing solar panels at the Johnson Creek campus, the city will continue down the path of reducing its carbon footprint. From an equity standpoint, carbon emissions and climate change tend to have the most negative impacts on vulnerable and underrepresented populations such as low-income communities, people with disabilities, and Black, Indigenous, and other people of color (BIPOC).

Additionally, by continuing to model solar installations at city facilities, the city will continue to popularize solar for residents and businesses alike, furthering climate goals which are directly related to equity. The city's climate action plan rates community solar projects as one action item that fully addresses inequities (see [CAP](#) p. 30).

Lastly, the design-build contracting method requires the city to award scoring of at least 20% of the total score towards businesses certified by the Oregon Certification Office for Business Inclusion and Diversity (COBID), increasing the contracting opportunities and promoting economic growth to disadvantaged businesses that are certified.

WORKLOAD IMPACT

City staff will manage the project from solicitation through to installation.

COORDINATION, CONCURRENCE, OR DISSENT

This project will involve coordination with building, planning, and engineering.

STAFF RECOMMENDATION

Staff recommends Council approve the requested action via resolution.

ALTERNATIVES

Council could reject the recommendation and direct staff to resolicit additional competitive proposals.

ATTACHMENTS

1. Resolution

COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING A PERSONAL SERVICES AGREEMENT AND PUBLIC IMPROVEMENT CONTRACT FOR DESIGN-BUILD SERVICES WITH ELEMENTAL ENERGY FOR ROOFTOP SOLAR PANELS AT THE JOHNSON CREEK PUBLIC WORKS FACILITY.

WHEREAS the city was awarded a grant by the State of Oregon Department of Administrative Services (DAS) for the Johnson Creek Boulevard facility solar project; and

WHEREAS design-build is one of three methods of alternative contracting allowed per Public Contracting Rule 10.105(B); and

WHEREAS the use of a design-build procurement for the Johnson Creek solar project will allow the city to select a contractor based on qualifications and expertise beyond normal construction work rather than price alone; and

WHEREAS following Council’s authorization to use the alternative contracting method, staff conducted a formal, competitive solicitation process for design-build services for the Johnson Creek solar project; and

WHEREAS staff received one responsive proposal from Elemental Energy, evaluated the proposal, and determined that Elemental Energy is qualified to complete the project.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the city manager, public works director, or their designee is authorized to execute and administer a personal services agreement for design services and a public improvement contract for install of rooftop solar panels with Elemental Energy, collectively up to \$475,000.

Introduced and adopted by the City Council on **September 3, 2024**.

This resolution is effective immediately.

Lisa M. Batey, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

COUNCIL STAFF REPORT

To: Mayor and City Council
Emma Sagor, City Manager

Date Written: August 9, 2024

Reviewed: Joseph Briglio, Acting Assistant City Manager

From: Jason Wachs, Community Engagement Coordinator, and
Kelli Tucker, Accounting & Contracts Specialist

Subject: **On-Call Community Engagement and Strategic Communications Services
Contracts Authorization**

ACTION REQUESTED

Council is asked to adopt a resolution authorizing the city manager to execute contracts with:

- (1) EnviroIssues, Cascadia Consulting Group, and Espousal Strategies, LLC for on-call community engagement and strategic communications services;
- (2) After Bruce and DHM Research for on-call surveying, polling and data collection services; and
- (3) Cascadia Consulting Group, Water Systems Consulting, Inc., and Christine Rains Graphic Design for on-call graphic design services.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Community engagement and strategic communication consulting services have generally been solicited and awarded on an individual project basis as needed by departments. While this project-by-project approach has provided the assistance needed, it has also come with challenges. Those challenges include a large amount of staff time to oversee numerous solicitation processes, potential project delays due to required procurement processes, and effectively communicating the city's community engagement standards, policies, and procedures to new consultants as they are awarded contracts.

In late 2023, an interdepartmental discussion began to help remedy these challenges. Staff determined the best course of action would be to solicit competitive proposals for a suite of engagement services and award contracts to multiple consultants on a rotating basis.

ANALYSIS

On June 24, 2024, staff issued a formal competitive solicitation for community engagement and strategic communications services. Staff developed three categories of community engagement services and invited proposers to submit proposals in one or more categories. The categories included: (1) community engagement and strategic communications, (2) surveying, polling, and data collection, and (3) graphic design.

The solicitation was publicly advertised in the Daily Journal of Commerce and the Portland Observer. Additionally, this solicitation was the first to be conducted in the city's new procurement software system, Bonfire. The new software allowed staff to solicit services from a much wider pool of qualified firms already registered in Bonfire and staff received an astonishing response to the solicitation. Staff received ten responsive submissions received for

category 1 (community engagement and strategic communication); two responsive submissions for category 2 (surveying, polling, and data collection); and six responsive submissions for category 3 (graphic design). One non-responsive submission was also eliminated from each category due to failure to comply with minimum requirements of the solicitation.

The contracts resulting from the solicitation will be for initial term of five years each. Required project services will be negotiated with awarded consultants on individual task orders as needed. Departments will rotate projects between the awarded consultants of each category.

BUDGET IMPACT

Individual departments will identify funding from their own departmental budgets as needed.

CLIMATE IMPACT

None.

EQUITY IMPACT

In compliance with the city's requirements towards equity in public contracting, increasing opportunities for businesses who are certified with Oregon's Certification Office for Business Inclusion and Diversity (COBID) was one goal of this solicitation. Through use of the city's new procurement system, which is used by several other public agencies in the region, the city's competitive solicitations now reach individuals and firms who are already registered in the system, thus creating a larger pool of qualified business (some of whom are COBID-certified) for city contracts.

Of the 18 responsive submissions received for this solicitation, 13 proposing firms were COBID-certified businesses. The city continues to increase opportunities for disadvantaged businesses to earn public contracts and this solicitation was true testament to that effort. All but one of the eight firms recommended by staff to receive a contract award are COBID-certified.

WORKLOAD IMPACT

Awarding these services through a multi-category, multi-award solicitation process rather than multiple solicitations will result in a reduction of staff time spent to procure services as the need arises.

COORDINATION, CONCURRENCE, OR DISSENT

Staff from various departments including finance, city manager's office, engineering, public works, and planning participated in the evaluation group of responsive submissions.

STAFF RECOMMENDATION

Staff recommends Council award on-call community engagement and strategic communications services contracts to EnviroIssues, Cascadia Consulting Group, and Espousal Strategies, LLC not to exceed \$500,000 each; on-call surveying, polling, and data collection services contracts to After Bruce and DHM Research not to exceed \$300,000 each; and on-call graphic design services contracts to Cascadia Consulting Group, Water Systems Consulting, Inc., and Christine Rains Graphic Design not to exceed \$100,000 each.

ALTERNATIVES

Council may reject the contract awards and direct staff to issue another formal solicitation for a suite of community engagement and strategic communications services.

ATTACHMENTS

1. Resolution

COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING MULTIPLE CONTRACTS FOR COMMUNITY ENGAGEMENT AND STRATEGIC COMMUNICATIONS SERVICES.

WHEREAS community engagement and strategic communications services have traditionally been solicited and awarded on an individual project basis by departments; and

WHEREAS staff recognized that conducting a solicitation for an on-call suite of community engagement and strategic communication services would be more efficient for citywide use; and

WHEREAS staff issued a formal solicitation in compliance with the city’s Public Contracting Rule 70.020(A) for on-call community engagement and strategic communications services including surveying, polling, and data collection and graphic design; and

WHEREAS staff received 18 responsive submissions for the three categories; and

WHEREAS EnviroIssues, Cascadia Consulting Group, Espousal Strategies LLC, After Bruce, DHM Research, Water Systems Consulting Inc., and Christine Rains Graphic Design were selected as the most qualified for the category of services.

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 or their designee is authorized to execute a contract each with EnviroIssues, Cascadia Consulting Group, and Espousal Strategies LLC for community engagement and strategic communications services not to exceed \$500,000; After Bruce and DHM Research for surveying, polling, and data collection not to exceed \$300,000; and Cascadia Consulting Group, Water Systems Consulting Inc., and Christine Rains Graphic Design for graphic design services not to exceed \$100,000.

Introduced and adopted by the City Council on **September 3, 2024**.

This resolution is effective immediately.

Lisa M. Batey, Mayor

ATTEST:

APPROVED AS TO FORM:

Scott S. Stauffer, City Recorder

Justin D. Gericke, City Attorney

COUNCIL STAFF REPORT

To: Mayor and City Council
Emma Sagor, City Manager

Date Written: Aug. 29, 2024

Reviewed: Jennifer Garbely, PE, City Engineer

From: Hector Gomez-Barrios, Associate Engineer

Subject: **Harvey Street Improvements Engineering Services Increased Authorization**

ACTION REQUESTED

Council is asked to authorize an increase of the project authorization amount for the engineering services contract with Century West Engineering Corporation for the engineering and design services for the Harvey Street Improvements project.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[June 7, 2022](#): Council adopted the Capital Improvement Plan (CIP) for fiscal years 2023-2028. The CIP included funding allocations for the Harvey Street Improvements project.

July 18, 2023: Council award the project to Century West Engineering Corporation ([Resolution R36-2023](#)) with an authorized project budget of \$757,873.72.

ANALYSIS

In July 2023, Council approved an engineering services contract with Century West Engineering Corporation for the exact dollar amount of the contract award. However, that amount did not include any contingency funds to cover unforeseen costs for increased scope of work.

Authorization is needed to amend the contract for additional services related to the following issues:

- Potholing at 26 locations
- Up to 3 days trenching to expose tree roots
- Up to 208 inches of pavement coring and restoration
- Mobilization
- Traffic control
- Data reports

The amount of utilities needing verification of depth and location are double what was initially expected; therefore, an amendment to increase the scope and cost of services is needed. The authorization will also provide for any future scope of work increases that may be necessary to complete the engineering and design work for Harvey Street Improvements.

BUDGET IMPACT

The project is identified in the 2025-2026 biennium budget. Funding for the added scope is being pulled from prior project savings, the residential surface repair fund, and updating utility funds in the next CIP budget cycle to account for delays in the project.

WORKLOAD IMPACT

If the increase is not approved, additional staff time will be required to negotiate and/or assist in a legal process with the consultant.

CLIMATE IMPACT

The Harvey Street Improvements project design includes street and sidewalk improvements as recommended in the mitigation strategies for land use and transportation planning in the city's Climate Action Plan (CAP).

EQUITY IMPACT

Not applicable.

COORDINATION, CONCURRENCE, OR DISSENT

Not applicable.

STAFF RECOMMENDATION

Staff recommends that Council increase the project budget authorization to \$947,342.15 to allow for existing scope increases and unforeseen changes necessary to complete the project., and to authorize delegated staff to administer the project in accordance with the project specifications up to the increased amount.

ALTERNATIVES

Council could decide to:

1. Approve the budget increase as presented, or
2. Reject the budget increase and risk hitting utilities during construction

ATTACHMENTS

1. Resolution

COUNCIL RESOLUTION No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, AUTHORIZING AN INCREASE IN THE PROJECT AUTHORIZATION FOR ENGINEERING SERVICES FOR THE HARVEY STREET IMPROVEMENTS PROJECT.

WHEREAS the city approved Resolution 36-2023, which awarded a contract for the design of the Harvey Street Improvements project for \$757,873.72, and

WHEREAS additional work is required due to shallow utility crossing that verifies depth and location, and

WHEREAS the contract amount authorized by [Resolution R36-2023](#) needs to be increased to reflect the additional funding.

Now, Therefore, be it by the City Council of the City of Milwaukie, Oregon, acting as the Local Contract Review Board, that the project authorization amount for the design of Harvey Street Improvements with Century West Engineering Corporation be increased by \$189,468.43 and that the city manager, or city engineer is authorized to administer the project in the amount not to exceed \$947,342.15.

Introduced and adopted by the City Council on **September 3, 2024**.

This resolution is effective immediately.

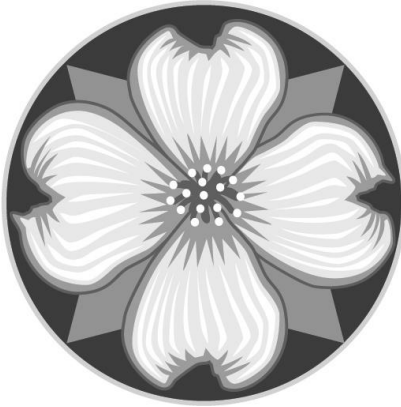
Lisa M. Batey, Mayor

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
Emma Sagor, City Manager

Reviewed: Nicole Madigan, Deputy City Recorder

From: Scott Stauffer, City Recorder

Subject: **First Fish Herons Agreement Update**

Date Written: Aug. 27, 2024

ACTION REQUESTED

Council is asked to receive an update and provide feedback on the city's ongoing discussions with the Confederated Tribes of the Grand Ronde (CTGR) for the placement of seasonal First Fish Heron artworks in Milwaukie Bay Park.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

Fall 2021: CTGR approached the city and the North Clackamas Parks and Recreation District (NCPRD) with an artwork proposal for Milwaukie Bay Park called the First Fish Herons project.

January 19, 2021: CTGR staff presented the First Fish Herons artwork concept to the community at a meeting of the city's Arts Committee.

[February 8, 2022](#): city staff provided an update to Council on First Fish Herons artworks and directed staff to begin discussions with CTGR staff to develop an intergovernmental agreement (IGA) to place the artworks in Milwaukie Bay Park.

Winter 2024: city and CTGR staff concluded almost two years of discussions on a draft IGA.

June 12, 2024: the CTGR Tribal Council received an update from CTGR staff on the proposed First Fish Herons IGA. The Tribal Council expressed continued support for the project and IGA.

[July 24, 2024](#): the CTGR Tribal Council adopted a resolution (Attachment 2) authorizing the Tribe to enter an IGA with the City of Milwaukie for the First Fish Herons cultural art program.

ANALYSIS

In fall 2021 the CTGR proposed that indigenous placemaking/place keeping artwork be installed on a seasonal basis at Milwaukie Bay Park. The proposal is to place basalt or rock plinths for three heron sculptures; the sculptures would be installed annually in March or April, based on the timing of the returning fish, and they would be removed in May or June. Each year the Tribe would lead a process to find local artists to construct the heron sculptures. Part of the annual installation and removal of the herons would include community events that would highlight the tribal and community connection to the river and the region. See Attachment 1 for details of the original artwork proposal.

In response to this proposal, the city, NCPRD, and the Milwaukie community at-large enthusiastically expressed support for the proposed artworks' placement at Milwaukie Bay Park. In February 2022, Council directed staff to begin negotiations with CTGR on an IGA to bring the First Fish Herons to Milwaukie. Beginning in the spring of 2022 and working into January 2024, city and CTGR staff worked to develop an IGA that would meet the needs of the

Tribal and Milwaukie communities. Attachment 3 is the final version of the IGA drafted by staff – this is also the version of the IGA that the CTGR Tribal Council had seen before authorizing an agreement in July.

Agreement Highlights

The following are key elements of the proposed IGA as drafted by city and CTGR staff and approved by the CTGR Tribal Council.

Article	Summary
3. Term.	The agreement will be in place for an initial five-year term with the option of an additional five years before further Council action would be required.
4. Artwork.	CTGR will chose and provide artworks annually. The artworks will be on display for a three-month period in the spring.
6. Expenses.	The city will pay for the installation of the plinths in Milwaukie Bay Park. CTGR will pay for the selection, installation, and removal of the artworks.
7. Ownership.	The city will own the plinths and park property. CTGR will own the artworks. The Tribe or artists will insure the artworks.
Exhibit B.	The city and Tribe will work together to put on annual programming around the installation and removal of the artworks. The city will provide an annual report on the program.
Exhibit C.	The city will install the plinths as soon as practicable following execution of the IGA.
Exhibit E.	CTGR will maintain the artworks during the exhibition period. The city will maintain the plinths and park area around the plinths.

The proposed IGA is between CTGR and the City of Milwaukie. The proposed IGA does not alter the city’s existing IGA with NCPRD for park maintenance services at Milwaukie Bay Park.

BUDGET IMPACT

The financial impacts on the city are expected to be minimal and CTGR has proposed paying for the recruitment and installation and removal of the seasonal artworks. The city will pay for the installation of the plinths in the park and has sufficient budget in its Capital Improvement Plan to cover these costs. Staff time will be needed to support the artwork installation and removal, coordinate programming, and provide an annual report.

CLIMATE IMPACT

This project symbolizes the importance of building human connections to the natural environment. Its impact on the climate may be minimal during the installation process, but the city and CTGR will work to ensure sustainable practices will be used whenever possible.

EQUITY IMPACT

Representation of all community members is an important part of the city’s work and Council’s equity, inclusion, and justice goal. By pursuing this IGA with the CTGR and bringing the First Fish Heron artworks to Milwaukie Bay Park, the city is seeking to reconnect this physical location to the first peoples who resided in this area.

WORKLOAD IMPACT

The development of the proposed IGA has required staff time, and the implementation of an adopted IGA and First Fish Heron artworks program would also require staff time and resources. However, staff should be able to accommodate this project within existing workload.

COORDINATION, CONCURRENCE, OR DISSENT

The city recorder, city attorney, accounting and contract specialist, climate and natural resource manager, parks development coordinator, engineering department, public works director, city manager, and communications program manager collaborated with CTGR and NCPRD on this project.

STAFF RECOMMENDATION

Staff recommends that Council provide feedback on the proposed IGA and direct that a resolution be prepared for Council to authorize the city manager to sign an IGA for the First Fish Herons artworks program.

ALTERNATIVES

Council could direct staff to continue negotiating with CTGR on the IGA or direct staff to stop working on the IGA.

ATTACHMENTS

1. Original Proposal & Concept (2021)
2. CTGR Tribal Council Resolution 102-24
3. Draft IGA (2024)

First Fish Herons Proposal

Art installation based in the cultural practices of the indigenous Clackamas people to foster informed and inclusive placed based community creation through ongoing programming led by the Confederated Tribes of Grand Ronde.

Description:

Three basalt plinths (24in-36in above grade) set in a prominent location on the banks of the Willamette River with views downstream of the river. Preferably on the edge of a plaza or other potential gathering area to facilitate installation and removal community events. The plinths will be used for the seasonal display of three unique annually occurring pieces of art depicting Blue Heron which will be installed and removed within a three-month period. The timeframe will roughly correspond to the Spring Chinook Salmon run. Local artists will be invited by the Grand Ronde Tribe to learn about First Fish cultural traditions and to decorate, embellish, or create a new a Heron for placement on the plinth. Three artists will be selected annually to work with the Tribe in creation of Herons for that year. Heron's will remain the property of the artist and return to the artist after they come down.

Purpose:

The Clackamas are the indigenous peoples of Milwaukie, Oregon. The Clackamas signed the Willamette Valley Treaty of 1855 and were removed to the Grand Ronde Indian Reservation where their descendants live on today. Clackamas traditions around the arrival of the spring run of Chinook Salmon include placing five depictions of herons on the banks of the river to keep watch for the arrival of the first fish. Creating an intentional place for a public version of this activity would bring aspects of this long-standing cultural practice of place into the community identity of the area. The annual installation and removal would allow for community events or engagements that would serve to increase awareness about the river, salmon, and the indigenous people of place. Inviting a diverse and broad field of local artists to participate in the creation, decoration, or embellishment of herons for installation will connect them to the stories, teachings, practices, art and lifeways of the indigenous people of this place in a tribally sanctioned and appropriate way.

Duration: Plinths and mount locations permanent. Herons installed seasonally for up to three months.

Visual: initial concept Art by Stephanie Littlebird Fogel. Concept art depicts a heron install in downtown Portland. Future concept art is final location dependent

Proposal made by:

The Confederated Tribes of Grand Ronde (CTGR) is a Tribe composed of over 30 tribes and bands from across Western Oregon who signed seven treaties and were removed to the Grand Ronde Indian Reservation. All of the indigenous peoples of the area called Portland today including the Clackamas, Cascades, Multnomah, and Tualatin Kalapuya, signed the Willamette

Valley Treaty of 1855 and were removed to the Grand Ronde Indian Reservation. CTGR is the successor in interest to the Willamette Valley Treaty of 1855.

CTGR has a Cultural Resources Department whose mission is to support a healthy community by facilitating dialogue, maintaining continuity, and providing protection of tribal lifeways for the benefit of future generations. CTGR Cultural Resources includes staff who operate Chachalu Museum and Cultural Center in Grand Ronde, Oregon, historic preservation staff who work throughout the Tribes' homelands, and cultural lifeways staff that keep cultural traditions and practices living for the Grand Ronde people. A team from the Cultural Resources Department was convened by Department Manager David Harrelson to scope potential submittals in response to this call for ideas. We welcome the opportunity for conversation and further dialogue that is aimed at increasing visibility and presence of indigenous people, practices and customs of this place. These are all foundational to what needs to be better understood and recognized by guests and people seeking to make this place their home.

Background and Press:

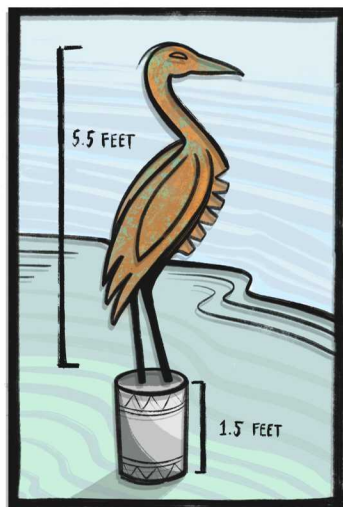
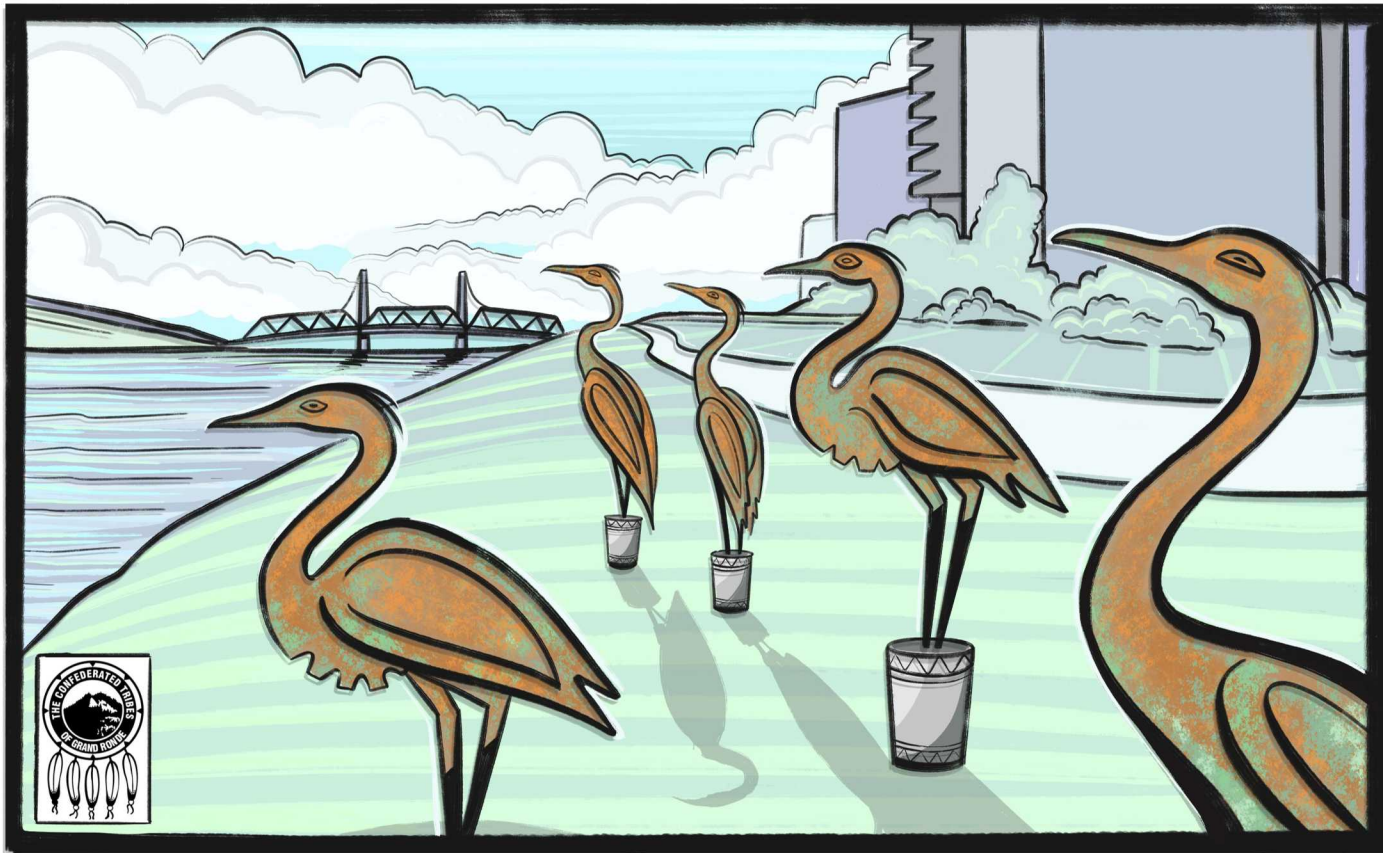
["Prototypes" Contains Both Physical Monuments and Proposals for Monuments \(wweek.com\)](#)
[A New Portland Exhibition Wrestles with the Meaning of Monuments | Portland Monthly \(pdxmonthly.com\)](#)

Think Out Loud Episode about the Portland Monument and Memorials Project:

<https://www.opb.org/article/2021/11/03/portland-public-art-monuments/>

Vision Action network of Washington County did a 1hr Podcast (Episode 7) with Steph Littlebird Fogel and David Harrelson for Native American Heritage Month. Topics include art, tribal teachings, and indigenous community. Here is the link to the speaker, episode 7.

<https://www.spreaker.com/show/finding-community>



FIRST FISH HERONS

Art installation based in the cultural practices of the Indigenous Clackamas people to foster informed and inclusive placed based community creation through ongoing programming led by the Confederated Tribes of Grand Ronde.

Description:
Five concrete plinths set in a prominent location on the banks of the Willamette River with views downstream of the river. Preferably on the edge of a plaza or other potential gathering area to facilitate installation and removal community events. The plinths will be used for the seasonal display of five unique annually occurring pieces of art depicting Blue Heron which will be installed and removed within a three month period. The timeframe will roughly correspond to the Spring Chinook Salmon run. Local artists will be invited by the Grand Ronde Tribe to learn about First Fish cultural traditions and to decorate, embellish, or create a new a Heron for placement on the plinth. Five artists will be selected annually to work with the Tribe in creation of Herons for that year. Heron's will remain the property of the artist and return to the artist after they come down.

Purpose:
The Clackamas are one of the Indigenous peoples of today's City of Portland. The Clackamas signed the Willamette Valley Treaty of 1855 and were removed to the Grand Ronde Indian Reservation where their descendants live on today. Clackamas traditions around the arrival of the spring run of Chinook Salmon include placing five depictions of herons on the banks of the river to keep watch for the arrival of the first fish. Creating an intentional place for a public version of this activity would bring aspects of this long standing cultural practice of place into the community identity of Portland. The annual installation and removal would allow for community events or engagements that would serve to increase awareness about the river, salmon, and the Indigenous people of place. Inviting a diverse and broad field of local artists to participate in the creation, decoration, or embellishment of herons for installation will connect them to the stories, teachings, practices, art, and lifeways of the Indigenous people of this place in a Tribe-sanctioned and appropriate way.

Duration: Plinths and mount locations permanent. Herons installed seasonally for up to three months (final location dependent)
Visual: Concept Art by Steph Littlebird Fogel

Proposal made by:
The Confederated Tribes of Grand Ronde (CTGR) is a Tribe composed of over 30 tribes and bands from across Western Oregon who signed seven treaties and were removed to the Grand Ronde Indian Reservation. All of the Indigenous peoples of the area called Portland today including the Clackamas, Cascades, Multnomah, and Tualatin Kalapuya, signed the Willamette Valley Treaty of 1855 and were removed to the Grand Ronde Indian Reservation. CTGR is the successor in interest to the Willamette Valley Treaty of 1855.

The CTGR Cultural Resources Department's mission is to support a healthy community by facilitating dialogue, maintaining continuity, and providing protection of Tribal lifeways for the benefit of future generations. CTGR Cultural Resources includes staff who operate Chachalu Museum and Cultural Center in Grand Ronde, Oregon, historic preservation staff who work throughout the Tribes' homelands, and cultural lifeways staff that keep cultural traditions and practices living for the Grand Ronde people. A team from the Cultural Resources Department was convened by Department Manager David Harrelson to scope potential submittals in response to this call for ideas. We welcome the opportunity for further dialogue that is aimed at increasing visibility and presence of Indigenous people, practices and customs of this place. These are all foundational to what needs to be better understood and recognized by guests and people seeking to make this place their home.



Attachment 7. A. 2.

The Confederated Tribes of the Grand Ronde Community of Oregon

Umpqua Molalla Rogue River Kalapuya Chasta

Tribal Council
Phone (503) 879-2304
Fax (503) 879-5964

1-800-422-0232
9615 Grand Ronde Road
Grand Ronde, OR 97347

Resolution No. 102-24

WHEREAS, the Grand Ronde Tribal Council, pursuant to Article III, Section I of the Tribal Constitution approved November 30, 1984, by the Acting Deputy Assistant Secretary of the Interior, Indian Affairs, is empowered to exercise all legislative and executive authority not specifically vested in the General Council of the Confederated Tribes of the Grand Ronde Community of Oregon; and

WHEREAS, the Confederated Tribes of the Grand Ronde Community of Oregon (Tribe) in fall 2021 approached the City of Milwaukie (City) with a proposal to install cultural art exhibits at Milwaukie Bay Park; and

WHEREAS, the proposal for culturally relevant public art programming titled First Fish Herons was proposed for the purpose of sharing the cultural heritage of the Tribe with the public within the Grand Ronde Tribe's homelands; and

WHEREAS, following the proposal, City of Milwaukie community and city leaders expressed strong support for the project and directed city staff to work with the Tribe to bring cultural art exhibits to Milwaukie Bay Park; and

WHEREAS, the Tribe and City wish to create a program that will select, produce, and maintain tribal cultural exhibits (Artworks) installed at Milwaukie Bay Park; and

WHEREAS, the Tribe views Art by indigenous people as one of the most effective and recognizable ways that indigenous people of place can hold a place in our homelands and further our own recognition and persistence; and

WHEREAS, the Tribe will utilize gaming revenue dollars identified and approved through the standard annual tribal budget process for external interpretation in the 2024, 2025, and 2026 budgets to fund initial fixed costs of setting up First Fish Herons cultural programming; and

WHEREAS, the Tribe's Arts Program staff will seek 3rd party, non-gaming revenue funding to sustain and grow the annual program beyond the initial installation being planned for 2026.

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby authorizes the Tribe to enter into an Intergovernmental Agreement with the City of Milwaukie for the First Fish Herons cultural art program; and

Treaties

*Rogue River 1853 & 1854 ~ Umpqua-Cow Creek 1853 ~ Chasta 1854 ~ Umpqua & Kalapuya 1854
Willamette Valley 1855 ~ Molalla 1855*

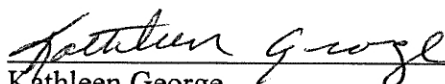
RS30

BE IT FURTHER RESOLVED, that the Tribal Council hereby authorizes the General Manager, with the assistance of the Tribal Attorney's Office, to finalize and execute the documentation and agreement for the Intergovernmental Agreement.

CERTIFICATION: the Tribal Council of the Confederated Tribes of the Grand Ronde Community of Oregon adopted this resolution at a regularly scheduled meeting, with a quorum present as required by the Grand Ronde Constitution, held on **July 24, 2024** by a vote of **6** yes, **0** no, and **0** abstentions.



Chris Mercier
Tribal Council Vice-Chair



Kathleen George
Acting Tribal Council Secretary

**PUBLIC EXHIBITION OF ART AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR FIRST FISH HERONS SEASONAL ART INSTALLATION AT MILWAUKIE BAY PARK**

THIS ART AGREEMENT (“Agreement”) is made and entered into by and between the City of Milwaukie, Oregon (“City”), a municipal corporation of the State of Oregon, and The Confederated Tribes of the Grand Ronde (“Tribe”), a federally recognized Indian Tribe, collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS in fall 2021, the Tribe approached the City with a proposal to install cultural art exhibits at Milwaukie Bay Park, and

WHEREAS following the proposal, community and city leaders expressed strong support for the project and directed city staff to work with the Tribe to bring cultural art exhibits to Milwaukie Bay Park, and

WHEREAS the Tribe and City wish to create a program that will select, produce, and maintain tribal cultural exhibits (“Artworks”) installed at Milwaukie Bay Park as described in Exhibit A, and

WHEREAS by the authority granted in Oregon Revised Statutes 190.010 et seq., the City is authorized to enter into agreements with the Tribe.

WHEREAS the Tribe is authorized to enter into this Agreement with the City by Resolution [###-##].

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

TERMS

- 1) Purpose.** The Tribe and the City wish to create a program for the annual selection, installation, and maintenance of cultural exhibits in Milwaukie Bay Park to increase awareness of the river, salmon, and the indigenous people in a tribally sanctioned and appropriate way.
- 2) Effective Date.** This Agreement will be effective upon the date of final signature (“Effective Date”).
- 3) Term.** This Agreement will remain in effect for five (5) years beginning on the Effective Date (“Initial Term”). This Agreement may be renewed for one (1) additional five-year period upon written approval of the Parties.
 - a) Review.** Designated representatives of the Parties shall meet in the fourth year of the Initial Term to review the program. Any proposed amendments to the Agreement will be presented to the other party for consideration no less than 180 days prior to expiration.
 - b) Sunset Clause.** If the Parties do not renew this Agreement, it will automatically expire at the end of the Initial Term.

- 4) Artwork to be Provided.** Tribe shall provide Artworks annually from artists chosen by the Tribe, or Artworks owned by the Tribe, for seasonal display at Milwaukie Bay Park. The Artworks will be on display for an approximately three (3) month period (“Exhibition Period”) each year of this Agreement. The Exhibition Period may be shortened or extended by mutual written agreement between the Parties. The Parties reserve the right, with or without cause, of deaccession, or to terminate exhibition of the Artworks at any time.
- 5) Termination.**
- a) Either party may terminate this Agreement without cause by giving no less than 30 days’ written notice to the other party. Upon termination, the Tribe and artists reserve the right to retain, maintain, and dispose of the Artworks as they deem appropriate.
 - b) The City may terminate this Agreement at any time upon the occurrence of any of the following events:
 - i) **Statutory Changes.** Federal or State laws, regulations or guidelines are modified or interpreted in such a way that the City is prohibited from proceeding under the terms of this Agreement.
 - ii) **Damaged or Defaced.** The Artworks are damaged or defaced and the City elects to remove the Artworks from display.
 - iii) **Breach.** The Tribe or City commits any material breach or default of any covenant, warranty, obligation, or agreement under this Agreement, fails to timely perform the work required under this Agreement, and such default or failure is not cured within thirty (30) business days after delivery of notice of the material breach or default.
- 6) Expenses.**
- a) **City Expenses.** The City agrees to pay for all costs associated with the purchase, installation, and maintenance of three (3) basalt plinths (24 to 36 inches above grade) in Milwaukie Bay Park.
 - b) **Tribe Expenses.** The Tribe agrees to pay for all costs associated with the recruitment, selection, and annual installation and removal of the Artworks.
- 7) Ownership of Work.** Ownership of the work required under this Agreement shall be as follows:
- a) **Plinths.** The City shall retain ownership of the plinths installed at Milwaukie Bay Park.
 - b) **Park Property.** The City shall retain ownership of the Milwaukie Bay Park land and open space, offsite infrastructure, and all other improvements that are not moveable and integral to the built-out Artworks.
 - c) **Artworks.** The artists selected by the Tribe are entitled to and will retain possession and ownership of their artwork, including but not limited to, all studies, drawings, designs, and models. Upon the City’s written request, the Tribe shall provide one (1) drawing or image of each artwork to be displayed, where the City shall ensure the drawing or image will be used solely for exhibition purposes and retained as documentation to demonstrate artworks showcased through this Agreement.

8) Warranties.

a) Warranties of Title. The Tribe represents and warrants that:

- i) the Artworks will be solely the result of the artistic effort of various artists under contract with or under the employ of the Tribe;
- ii) except as otherwise disclosed in writing to the City, the Artworks will be unique and original and will not infringe upon any copyright;

b) Warranties of Quality and Condition. The Tribe represents and warrants, except as otherwise disclosed to the City in writing, that:

- i) the Artworks, as fabricated, will be free of defects in material and workmanship, including any defects consisting of inherent vice or qualities which cause or accelerate deterioration of the artwork; and
- ii) reasonable maintenance of the Artworks will not require procedures substantially more than those described in Section E of Exhibit A of this Agreement.

The warranties described in Section 8(b) above will apply during the Exhibition Period for each display. The City shall give written notice to the Tribe of any observed breach with reasonable promptness. The Tribe shall, at the request of the City and at no cost to the City, cure the breach of any such warranty which is curable by the Tribe and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or refabrication of the Artworks). A solution can also include the replacement of the Artworks with another artwork provided by the Tribe and reviewed and approved by the City.

9) Reproduction of Artworks. The Tribe, or artist under the employ of or under contract with the Tribe, shall retain all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq., and all other rights in and to the artwork. The City is prohibited from making any duplication, image, or replication of the artwork at any time or in any form, except when reproducing images of representations of the artwork for the purposes of promoting the artworks and conducting programming at the artworks or adjacent park property in the form of brochures, media publicity, and catalogues or other similar publications, and the Tribe and artists will not unreasonably withhold such permission.

10) Advertising. Where appropriate, the Parties will coordinate all publicity, advertising, and outreach efforts, including the development and reproduction of electronic and in-print outreach materials. The City and Tribe agree that when logos are used both entity logos will be used.

a) Final Review. The Tribe retains the right to provide final approval on any advertising materials used in relation to promote the Artworks.

b) Point of Contact. The Tribe shall serve as the primary point of contact for inquiries from the public and news media about the Artworks and the program. The Tribe shall notify the City of any scheduled media interviews or appearances of the artists or Artworks.

11) Amendments. This Agreement may not be amended without the prior written consent of the City and the Tribe.

12) Assignments. The engagement of artists will be the responsibility of the Tribe. The Tribe will keep the City informed of the artists engaged and provide contact information for each.

The City agrees to communicate with the artists through the Tribe, except to coordinate the installation and removal of the Artworks, to coordinate promotional work, or to respond to public inquiries or maintenance issues.

The artists will provide no less than 15 calendar days' written notice to the City prior to any onsite artwork installation, maintenance, or removal being performed to allow the City sufficient time to coordinate closures of the park, parking lot or other related transportation closures.

13) Indemnity and Hold Harmless. Subject to the Oregon Tort Claims Act and any other applicable law, each Party will defend, indemnify, and hold the other, its officers, agents, and employees, harmless against all liability, loss, or expenses and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property, but only to the proportionate extent caused by or resulting from any negligent or willful act, error, or omission (excepting professional services performed under this agreement) of an act sustained in connection with the performance of this agreement or by conditions created thereby.

14) Insurance. The Tribe or artists shall insure the Artworks against damage or loss in an appropriate amount determined by the artist. The City has no obligation to provide additional insurance for the Artworks.

15) Mediation/Venue. In the event a dispute arises under this Agreement, the Parties agree to participate in non-binding mediation in accordance with the mediation procedures of the Oregon Mediation Association, or to such other procedures as the Parties agree. The Parties agree to share equally in the costs of the mediator. The mediator will be selected by the Parties, either upon mutual agreement within 15 days written notice by one Party to the other requesting mediation, or if the Parties are not able to agree upon a mediator within said period, the mediator will be chosen by the City's city manager from the list of mediators maintained by the Oregon Mediation Association (<https://ormediation.org/>).

16) Compliance with Laws. The provisions of this Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Nothing contained within this Agreement shall be construed to be a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.

17) Waiver. The failure of a party to enforce any provision of this Agreement against the other will not constitute a waiver by the Party of that or any other provision.

18) No Third-Party Beneficiary. The Tribe and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any enforceable benefit or right, whether directly, indirectly, or otherwise, to third parties.

19) Severability. The Parties agree that if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

20) Notices. Any notice or communication related to this Agreement by one Party to the other will be given by personal delivery, mail, or email at the address set forth below. The notice or communication will be deemed given upon deposit in the United States mail or postage prepaid, or at the time of actual delivery if send electronically.

If to the City:

Scott Stauffer, City Recorder
10501 SE Main Street
Milwaukie, OR 97222
503.786.7502

StaufferS@milwaukieoregon.gov

If to the Tribe:

David Harrelson, Tribal Historic Preservation Officer
9615 Grand Ronde Road
Grand Ronde, OR 97347
503.879.1630

David.Harrelson@grandronde.org

21) Complete Agreement. This Agreement and attached exhibit constitute the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement will bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, will be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties, by the signature of its authorized representative, acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the Parties, by the signatures of their duly authorized representatives, executed this Agreement, effective on the date of final signature.

The City of Milwaukie

The Confederated Tribes of the Grand Ronde

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Justin D. Gericke, City Attorney

Exhibit A

Scope of Work

- A. Project Description.** To work with artists to create, install, and maintain the seasonal Artworks installations based in the cultural practices of the indigenous Clackamas people to foster informed and inclusive-based community creations through ongoing programming led by the Tribe.

The annual Artworks displays will roughly correspond to the Spring Chinook Salmon run between February and June. Artists will be invited by the Tribe to learn about the first fish cultural traditions and to decorate, embellish, or create a new artwork for display. Artists will be selected annually by the Tribe for the coming season.

- B. Programming.** A primary program objective is to promote cultural awareness of the practices and history of the Clackamas people. Accordingly, it is the goal of the Parties to collaborate on events, activities, and programming when the Artworks are on display to promote community awareness, and to identify funding and document all artwork-related programming. The Parties ability to administer programming for the Artworks is subject to each Party's available resources in any given year.

1) Annual Meetings. The Parties shall meet at least annually to discuss the Artworks and associated programming.

2) Reports. City shall provide an annual report to the Tribe no later than July 31 and in electronic PDF format that describes the most recent season's programming goals and deliverables.

3) Programming Committee. The Parties may form a standing programming and event coordination committee; otherwise, the administrative and technical staff for each Party is expected to meet as needed to coordinate seasonal installation and removal of Artworks and other programming requests.

C. Installation.

1) Plinths. The City will install the plinths as permanent fixtures in Milwaukie Bay Park in an area that facilitates the installation and removal of the Artworks. Initial installation of the plinths will be completed in **summer 2025**.

The plinths will remain vacant and empty when the Artworks are not on display.

2) Signage. The Tribe and City may work with artists to design and install signage approved by the Parties on or around the plinths as a description of the Artworks during the Exhibition Period.

3) Seasonal Installation and Removal. The Artworks will be installed seasonally for no more than 100 days. The installation will occur annually in February-March and removal will occur in May-June by the artist and/or the Tribe. The Tribe and artists shall be responsible to repair any damage to the plinths and park grounds caused by the Tribe or artists that may occur during the installation, maintenance, programming, and removal of the Artworks.

D. Project Management. The Parties agree to the following responsibilities:

- 1) The Tribe and artists are granted permission by the City to install Artworks on City-owned property in accordance with this Agreement.
- 2) The Tribe is lead agency on development, installation and removal of the Artworks.
- 3) The City is lead agency on construction and installation of the plinths.
- 4) The Parties agree to maintain communication in all aspects of this project. The Tribe acknowledges that the City will need time to coordinate disruptions to the usual operations of the park and to accommodate plinth and artwork installation, maintenance, and removal.
- 5) The City shall assist the Tribe and artists in navigating any required city permitting processes to install the Artworks. The City shall manage any permitting requirements for the plinths.
- 6) The City shall accommodate the plinths and the City's obligations under this Agreement as part of any future development of Milwaukie Bay Park.
- 7) The Parties shall coordinate community outreach during artwork selection, design, construction, installation, and removal periods, including providing updates to the Tribal Council, Milwaukie City Council, and Milwaukie Parks and Recreation Board.

E. Maintenance. The Tribe shall be responsible for routine maintenance of the Artworks during the Exhibition Period. The City reserves the right to decline to implement any artist's recommended maintenance procedures for the areas surrounding the Artworks if circumstances such as costs, may render implementation unreasonable.

- 1) **Routine Care.** The City shall ensure regular and routine maintenance of the site surrounding the Artworks is completed during the Exhibition Period.
- 2) **Damage or Defacement.** In the event the Artworks are damaged during the Exhibition Period, from whatever cause, and the City reasonably deems the Artworks to be a danger to the public health or safety or the Artworks are defaced by graffiti (as defined in ORS 164.381), the City may take any of the following actions:
 - i) if no imminent risk to public safety or health, the City will provide written notice to the Tribe that the artwork must be removed or protected within 10 calendar days of the receipt of the notice, to eliminate the damage or to remove the graffiti.
 - ii) if there is an imminent risk to public safety or health, the City may immediately protect the public from risk or injury without prior written notice to the Tribe. If the artwork was damaged or defaced, the City may obscure the artwork to protect the surrounding area from the negative effects of graffiti. The City will provide written notice to the Tribe within 10 calendar days of its actions with a timeframe to cure the damage or graffiti, or to remove the artwork.
 - iii) if Tribe does not remove or otherwise secure the damaged artworks so it no longer presents a danger to the public health or safety, or remove the graffiti, within the

specified period, the City may remove the Artworks from display and store it on City property that is reasonably secure, at the City's expense.

- iv)** consult with the Tribe to identify funding strategy for repair. The City reserves the right to take all necessary actions to secure and remove the Artworks as it deems necessary. Further, the City shall not be financially responsible for repairing or replacing the Artworks in the event of any sustained damage.

**RS 7. A. 9/3/24
Presentation**

First Fish Herons Artworks Update

**City Council Regular Session
September 3, 2024**



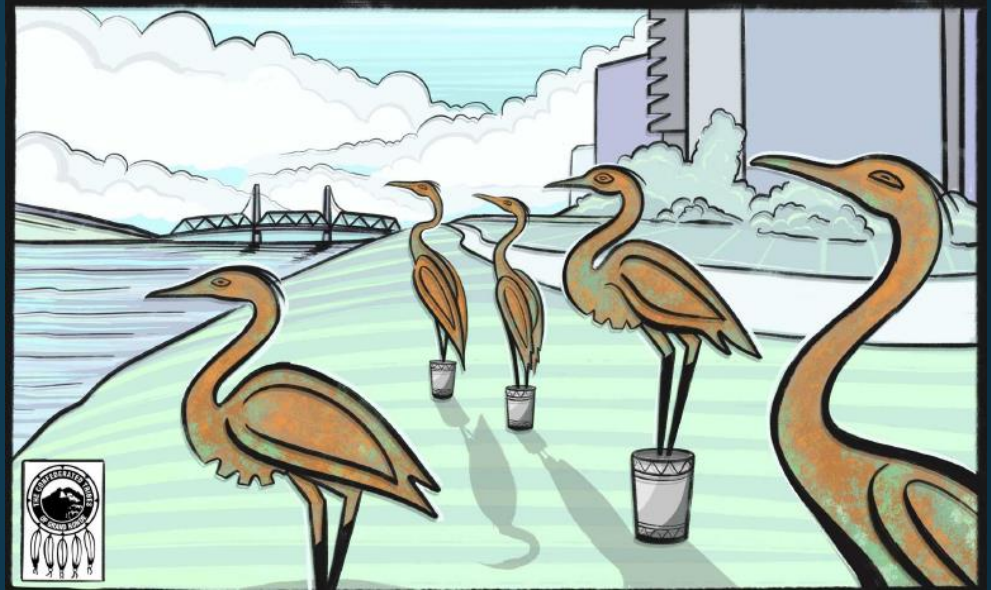
First Fish Herons

- **2021** Proposed
- **2022-2023** IGA Drafted
- **2024** Tribal & Council Authorization
- **2025-2026** *Installation & Programming*



First Fish Herons

- Proposal:
 - Milwaukie Bay Park
 - Seasonal (April-June)



First Fish Herons

- Draft IGA

Article	Summary
3. Term.	The agreement will be in place for an initial five-year term with the option of an additional five years before further Council action would be required.
4. Artwork.	CTGR will chose and provide artworks annually. The artworks will be on display for a three-month period in the spring.
6. Expenses.	The city will pay for the installation of the plinths in Milwaukie Bay Park. CTGR will pay for the selection, installation, and removal of the artworks.
7. Ownership.	The city will own the plinths and park property. CTGR will own the artworks. The Tribe or artists will insure the artworks.
Exhibit B.	The city and Tribe will work together to put on annual programming around the installation and removal of the artworks. The city will provide an annual report on the program.
Exhibit C.	The city will install the plinths as soon as practicable following execution of the IGA.
Exhibit E.	CTGR will maintain the artworks during the exhibition period. The city will maintain the plinths and park area around the plinths.



First Fish Herons

- Next Steps
 - Council authorization
 - Staff coordination of plinths installation
 - Artwork selected and installed
 - Seasonal programming
 - Annual reports



First Fish Herons

Council Questions?



Contact Us

Scott Stauffer

City Recorder

stauffers@milwaukieoregon.gov



COUNCIL STAFF REPORT**To:** Mayor and City Council**Date Written:** Aug 29, 2024**Reviewed:** Michael Osborne, Finance Director, and
Joseph Briglio, Acting Assistant City Manager**From:** Emma Sagor, City Manager**Subject:** **Quarterly Supplemental Budget Adjustment Discussion – Building FTE****ACTION REQUESTED**

Council is asked to review and discuss the supplemental budget adjustment related to adding 1 FTE to the building division for a new building inspector.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[May 4, 2024](#) – The acting assistant city manager stated to the budget committee that supplemental budget adjustments over the next biennium would be aligned with quarterly updates to the Budget Committee to ensure the budget document stays up to date as we advance our fiscal stability strategy. Subsequently, quarterly Council discussions and adoptions of supplemental budget adjustments were added to the Council forecaster for the two regular sessions following each quarterly Budget Committee meeting.

[August 26, 2024](#) – This supplemental budget ask was presented to and discussed by the Budget Committee.

ANALYSIS

The city's building division has seen a sustained and high level of demand for its services. The team processes on average 355 inspection requests, 165 permits, and 156 active plan reviews each month with a current team of four FTE positions.

This is not adequate staffing to manage this workload in house. The city has to utilize contracts and intergovernmental agreements (IGAs) with other jurisdictions to meet demand. The city has spent approximately \$313,000 using these external services over the past two fiscal years.

The building fund is healthy, with a current fund balance of \$4.9 million. The fund has seen 3% growth in the last fiscal year and the city projects an additional 3% growth in FY25. Building funds are restricted and can only be used on building-related expenses and personnel due to state law. The city is unable to transfer funds from the building fund into other funds.

Staff are requesting the addition of 1 FTE building inspector to the building division. This would be a represented position in the AFSCME union. The inspector is an existing job class and is at range 63 on the AFSCME salary schedule.

Budget committee input

This proposal was presented to the Budget Committee for consideration on August 26. No opposition was noted. A Budget Committee member asked if the additional FTE will be enough to fully offset use of external contracts and IGAs. Staff do not anticipate this addition will fully offset that need but will reduce the utilization because of increased ability to process inspections in house.

BUDGET IMPACT

The building inspector position is at range 63 on the AFSCME salary schedule, starting at an annual salary of \$69,787 at step 1 up to \$89,090 at step 6. The building division personnel budget would be adjusted to include the increased salary and benefits costs of this position.

CLIMATE IMPACT

None.

EQUITY IMPACT

None.

WORKLOAD IMPACT

This will improve the ability of the building division to manage its current and projected future workload without having to utilize outside contracts or IGAs to the extent they do today.

COORDINATION, CONCURRENCE, OR DISSENT

This proposal has been developed and approved by the city’s finance department, community development department, and City Manager’s office.

STAFF RECOMMENDATION

Staff recommend Council approve this supplemental budget ask and adopt the budget adjustment at its September 17 meeting.

ALTERNATIVES

Council could deny this supplemental budget ask, and the building division will continue to operate with 4 FTE and existing utilization rates of external contracts and IGAs.

ATTACHMENTS

1. None.

RS 7. B. Correspondence

Dear Mayor Batey, Council President Massey, and Councilors Stavenjord, Khosroabadi, Anderson; and City Manager Sagor

Community Comment, Agenda 5, September 3, 2024, Regular Session

Re: City Budget Dilemma

The thing that jumps out about the City's projected General Fund budget, covering the fiscal years 2024 through 2029, is Personnel Services Expenditures. (Below I include the table presented at the last Budget Committee meeting held on August 26, 2024.)

The Compound rate of growth in Personnel Services is about 5.25% per year, FY24 through FY29. **This rate of increase in Personnel Expenses is unsustainable**, in an economy that is being targeted for 2% inflation.

I understand that the 5% plus rate of increase might be indicative of the cost of retaining government employees in today's economic environment, but **if the City can not get a handle on its personnel costs, it will face continual General Fund deficits** no matter what revenue increasing measures are undertaken.

Wages in Clackamas, outside of the government sector, are generally increasing at a rate between 3% and 4%. And for retirees, increases in their pensions/social security are tied to the inflation rate which is targeted by the Federal Reserve for only 2%. The bottom line is we seem to have a City government many of Milwaukie's residents cannot afford, unless Personnel costs are pared significantly.

Paring City personnel costs is the first order of business for tackling the ballooning Policy Reserve deficits in the out years of the current budget projections.

Even if the City goes to its Permanent Property tax rate (a \$2.40 increase over the current City property tax rate), it will only barely meet the City's budget reserve deficit in the fiscal year 2028. Such a change in property tax rate would cost homeowners in Milwaukie about \$500 per year in additional property taxes, on average. (Also, below, I include the table showing permanent property tax rates and current property tax rates for Milwaukie and surrounding Clackamas County cities – this table the latest prepared by the Clackamas County Tax Assessor's Office.)

But not even a hike to the Permanent Property tax rate would be able to avoid forthcoming Policy Reserve deficits, if personnel costs are growing at 5% per year.

Adding a City Levy would not meet, for very long, a budget with Personnel costs growing at 5% per year. Also, going to the Permanent rate and adding a substantive City Levy would cause

Milwaukie to have one of the highest city property tax rates, if not the highest, in Clackamas County. (See second table, at the end of my written comments here, for a comparison of city property tax rates.)

So, the City needs to make some hard choices among positions that are critical and those that are not necessary – for instance, looking at letting go of positions added in the last five years or so to meet Policy goals. It should be about getting back to the basics – Police, Water and Sewer, and roads.

I would also recommend paring the increasing Urban Renewal drain on the General Fund.

For instance, releasing the new 7 Acres apartment complex property and the Milwaukie Market Place from Milwaukie’s Urban Renewal District. I don’t believe urban renewal had much of anything to do with these two improvements - the 7 acres apartment complex nor the Milwaukie Market Place. Releasing these two high valued properties could generate, I speculate, as much as \$200,000 in additional General fund property tax revenues within the next four to five years.

Sincerely,
Elvis Clark
resident of the City of Milwaukie

GENERAL FUND SUMMARY

(Amounts in Thousands: \$100 = \$100,000)

				FY 2024	Current Budget		Forecast		
	FY 2021	FY 2022	FY 2023		FY 2025	FY 2026	+3	+4	+5
RESOURCES									
BEGINNING FUND BALANCE	\$ 10,963	\$ 12,077	\$ 14,820	13,660	12,275	10,168	\$ 6,289	\$ 839	\$ (4,328)
REVENUES									
Property Taxes	9,048	9,265	9,708	10,174	10,140	10,436	10,749	11,071	11,403
Franchise Taxes	2,452	2,257	2,447	2,033	2,965	3,527	3,810	4,114	4,443
Intergovernmental	3,268	2,982	3,238	3,748	3,238	2,999	3,089	3,182	3,277
Fines & Forfeitures	417	362	459	597	405	430	443	456	470
Transfers from Other Funds	6,220	6,470	7,657	6,868	6,807	6,807	7,011	7,221	7,438
TOTAL REVENUES	22,138	24,685	24,857	25,178	24,300	24,969	25,887	26,846	27,850
TOTAL RESOURCES	\$ 33,101	\$ 36,762	\$ 39,677	\$ 38,838	\$ 36,575	\$ 35,136	\$ 32,175	\$ 27,685	\$ 23,522
REQUIREMENTS									
EXPENDITURES									
Personnel Services	15,323	15,741	16,665	17,268	18,810	19,299	20,648	21,474	22,332
Materials & Services	4,398	5,299	5,579	6,385	6,385	6,500	6,706	6,919	7,139
Debt Service	461	481	505	527	504	526	546	569	594
Capital Outlay	478	422	1,976	2,206	2,820	472	745	300	290
Transfers to Other Funds	364	-	1,528	298	314	314	323	333	343
Contingency	-	-	-	-	-	1,737	2,368	2,420	2,474
TOTAL EXPENDITURES	21,024	21,943	26,253	26,684	28,832	28,848	31,336	32,014	33,170
FUND BALANCE									
Policy Requirement (25%)	4,374	4,566	5,252	5,398	4,555	5,803	6,840	7,100	7,370
RESERVES									
Debt Service	461	481	505	504	504	526	546	569	594
Forfeiture	17	36	17	17	17	17	17	17	17
PEG	169	177	169	69	177	182	182	182	182
Undesignated	11,430	14,126	12,732	11,564	8,346	6,805	94	(5,096)	(10,442)
OVER (UNDER) POLICY	7,056	9,560	7,480	6,496	3,791	2,739	(4,378)	(9,777)	(15,338)
TOTAL ENDING FUND BALANCE	12,077	14,820	13,423	12,154	7,743	6,289	839	(4,328)	(9,649)
TOTAL REQUIREMENTS	\$ 33,101	\$ 36,762	\$ 39,677	\$ 38,838	\$ 36,575	\$ 35,136	\$ 32,175	\$ 27,685	\$ 23,522

CLACKAMAS COUNTY TAXING DISTRICT RATE INFO

DISTRICT NAME	PERMANENT RATE*	EXTENDED RATE	LOCAL OPTION RATE	PENSION RATE	UR SPECIAL	BOND RATE 2023-24*	TOTAL RATE
CITIES:							
Barlow	0.5894	0.5894					0.5894
Canby	3.4886	3.4886	0.4900				3.9786
Estacada	2.6749	2.6749				0.1399	2.8148
Gladstone	4.8174	4.8174	0.9900				5.8074
Happy Valley	0.6710	0.6710	1.9200				2.5910
Johnson City	0.0000	0.0000					0.0000
Lake Oswego I/LO School	5.0353	4.9703				0.2140	5.1843
Lake Oswego O/LO School	4.5884	4.5884				0.2140	4.8024
Milwaukie	6.5379	4.1367				0.3302	4.4669
Molalla	5.3058	5.3058					5.3058
Oregon City	5.0571	4.4090					4.4090
Portland	4.5770	4.5770	1.2026	2.6386		0.3993	8.8175
Rivergrove	0.0000	0.0000					0.0000
Sandy	4.1152	4.1152					4.1152
Tualatin	2.2665	2.2665				0.8420	3.1085
West Linn	2.1200	2.1200				0.3837	2.5037
Wilsonville	2.5206	2.5206					2.5206