



Regular Session

RS

Milwaukie City Council



**MILWAUKIE CITY COUNCIL
REGULAR SESSION**

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

**AGENDA
MAY 3, 2016**

2,221st Meeting

- | | Page # |
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| 1. CALL TO ORDER | |
| Pledge of Allegiance. | |
| 2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS | |
| A. Poppy Day Proclamation | 2 |
| Presenter: American Legion Post 180 | |
| B. Municipal Clerks Week Proclamation | 3 |
| Presenter: Pat DuVal, City Recorder | |
| 3. CONSENT AGENDA | |
| These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by the Council in one blanket motion; any Councilor may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration of that part of the agenda. | |
| A. City Council Minutes: | 5 |
| 1. April 5, 2016, Regular Session; and | |
| 2. April 19, 2016, Work Session | |
| B. A Resolution Authorizing an Intergovernmental Agreement (IGA) with Clackamas County for use of Community Corrections Work Crews | 14 |
| C. A Resolution Authorizing a Photo Radar Contract | 21 |
| D. Approve an Oregon Liquor License (OLCC) Application for Zappo's Pizza – 6114 SE King Road – Change of Ownership | 44 |
| 4. AUDIENCE PARTICIPATION | |
| The presiding officer will call for citizen statements regarding City business. Pursuant to Milwaukie Municipal Code (MMC) Section 2.04.140, only issues that are "not on the agenda" may be raised. In addition, issues that await a Council decision and for which the record is closed may not be discussed. Persons wishing to address the Council shall first complete a comment card and submit it to the City Recorder. Pursuant to MMC Section 2.04.360, "all remarks shall be directed to the whole Council, and the presiding officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous." The presiding officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak. | |

5. PUBLIC HEARING

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

None scheduled.

6. OTHER BUSINESS

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

A. Code Amendments for Short-Term Rentals, Vacation Rentals, Bed and Breakfasts, and Related Changes – Ordinance, 2nd Reading 46
File # ZA-2015-003

Staff: Denny Egner, Planning Director

B. Community Visioning Process Update 69

Staff: Denny Egner, Planning Director
David Levitan, Senior Planner

C. Council Reports

7. INFORMATION

8. ADJOURNMENT

Public Notice

Executive Sessions: The Milwaukie City Council may meet in Executive Session immediately following adjournment pursuant to ORS 192.660(2). All Executive Session discussions are confidential and those present may disclose nothing; representatives of the news media may attend as provided by ORS 192.660(3) but must not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and they are closed to the public.

The Council requests that mobile devices be set on silent or turned off during the meeting.

The City of Milwaukie is committed to providing equal access to information and public meetings per the Americans with Disabilities Act. For special accommodations, please call 503-786-7502 or email ocr@milwaukieoregon.gov at least 48 hours prior to the meeting.



**Regular Session
Agenda Item No.**

2

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



CITY OF MILWAUKIE
"Dogwood City of the West"
PROCLAMATION

WHEREAS, the United States of America is an enduring symbol of freedom, preserved and protected willingly and freely by millions of citizen soldiers who answered the call to serve; and

WHEREAS, a nation at peace must never forget the sacrifices of war and the debt owed to those who answered the call to protect our right to life, liberty, and the pursuit of happiness; and

WHEREAS, the Red Poppy flower memorializes the lives laid to rest in Flanders Field during the First World War and is a symbol of the sacrifices made in conflicts around the world; and

WHEREAS, the a mission of the American Legion Auxiliary is to remind all Americans of the sacrifices of those who served through distribution of the memorial Red Poppy flower; and

WHEREAS, the City of Milwaukie and American Legion Post 180 have partnered together to Commemorate the Vietnam War and to honor those who served during that conflict; and

WHEREAS, the City of Milwaukie and American Legion Post 180 wish to pay tribute to those who made the ultimate sacrifice in the name of freedom by distributing the Red Poppy.

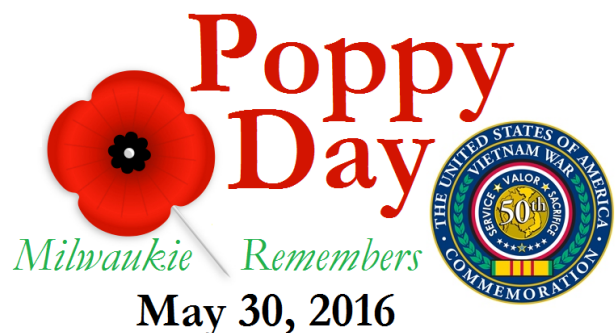
NOW, THEREFORE, I, Mark Gamba, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim **May 30, 2016**, as **Poppy Day** in the City of Milwaukie, so that it may be observed by all citizens of the "Dogwood City of the West."

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 **MAY, 2016**.

Mark Gamba, Mayor

ATTEST:

Pat DuVal, City Recorder





CITY OF MILWAUKIE
"Dogwood City of the West"
PROCLAMATION

WHEREAS, the position of Clerk or Recorder is one of the oldest public service fields, serving as the records clerk, election officer, and archivist of local history; and

WHEREAS, the Office of the City Recorder works to maintain its neutrality and impartiality, providing equal and professional service to citizens, elected leaders, and other and agencies; and

WHEREAS, the Office of the City Recorder strives to improve the administration of local government through participation in educational programs and professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the City Recorder during this Municipal Clerks Week.

NOW, THEREFORE, I, Mark Gamba, Mayor of the City of Milwaukie, a municipal corporation in the County of Clackamas, in the State of Oregon, do hereby proclaim the week of **May 1 through May 7, 2016**, as **Municipal Clerks Week** in the City of 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 **MAY, 2016**.

Mark Gamba, Mayor

ATTEST:

Pat DuVal, City Recorder





**Regular Session
Agenda Item No.**

3

Consent Agenda



MINUTES
MILWAUKIE CITY COUNCIL
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REGULAR SESSION
APRIL 5, 2016
City Hall Council Chambers

Mayor Gamba called the 2,219th meeting of the City Council to order at 6:10 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power

Staff Present: City Manager Bill Monahan, City Attorney Peter Watts, City Recorder Pat DuVal, Assistant to the City Manager Mitch Nieman, Library Director Katie Newell, Community Development Directory Alma Flores, Finance Director Casey Camors, Police Chief Steve Bartol, Engineering Director Chuck Eaton, and Sustainability Director Clare Fuchs

CALL TO ORDER

Pledge of Allegiance.

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Ed Zumwalt Volunteer of the Year Award for 2015 Presented to David Aschenbrenner

Mayor Gamba and the Councilors congratulated **David Aschenbrenner** on his many contributions to the community and presented him with the 2015 Ed Zumwalt Volunteer of the Year Award.

B. Volunteer Month Proclamation

Mayor Gamba read a proclamation naming the week of April 10 – 16, 2016, as *National Volunteer Week* in the City of Milwaukie and encouraged community members to join in efforts to make Milwaukie a cleaner and healthier place.

C. National Library Week Proclamation

Ms. Newell read the proclamation naming April 10 – 16, 2016, as *National Library Week* in the City of Milwaukie and encouraged all residents to visit the historic Ledding Library and take advantage of its resources.

D. Startup in a Day Initiative Proclamation

Judy Lao of the Small Business Administration described the Startup in a Day Program. **Ms. Flores** read the proclamation expressing the City of Milwaukie's commitment to joining the Startup in a Day Initiative.

E. Child Abuse Prevention Month Proclamation

Chief Bartol discussed the importance of the Clackamas County Children's Center and the services it provided.

Mayor Gamba read the proclamation naming the month of April 2016 as *Child Abuse Prevention Month* in the City of Milwaukie and called upon all citizens to participate in efforts to prevent child abuse.

Funding for Outdoor School

Mayor Gamba encouraged people to support Save Outdoor School for All by signing the petitions being circulated to qualify a measure for the November ballot to fully fund the program.

Celebrate Milwaukie, Inc. (CMI) Check Presentation for Riverfront Park

Representing CMI, **Jim Bernard** and **Dave Aschenbrenner** presented the City Council with a check in the amount of \$5,800 to fulfil the commitment to donate \$15,000 to Riverfront Park. Mr. Bernard thanked the City for making its parking lot available for the Sunday Farmers Market for the past 17 years.

F. Air Quality Update

Mayor Gamba provided an update on the air quality monitors installed in the vicinity of Precision Castparts Corp., Inc. (PCC). Department of Environmental Quality (DEQ) representatives are scheduled to make a presentation at the April 19, 2016, regular City Council session.

AUDIENCE PARTICIPATION

Mayor Gamba reviewed the audience participation procedures.

Mr. Monahan reported there was no audience participation at the March 15, 2016, regular session.

Charlie Fisher, Environment Oregon, provided follow up to a City Council presentation made in late February on solarizing Milwaukie. A number of people had stepped up to volunteer for the program, and several joined him at this meeting.

Rod Weigel, Aldercrest Rd resident, expressed his support for Environment Oregon and encouraged development of a solar program in Milwaukie.

Virginia Maxam, Milwaukie resident, wanted to be involved and do service work in her community. She hoped the City would set a goal to increase the use of solar energy in Milwaukie. She was willing to volunteer for outreach and awareness efforts.

Ron Whitworth, Oregon City resident and current president of the Milwaukie Community Club, said he was a retired residential realtor and had become personally interested in solar energy. He encouraged the City Council to consider the Environment Oregon program and offered the Community Club as a meeting site.

Margi Shindler, Milwaukie resident and granddaughter of the first Mayor of Milwaukie, urged the City Council to support solar in Milwaukie.

Vince Alvarez, Milwaukie resident, installed a solar unit on the roof of his small home and is feeding energy back into the grid. He encouraged Milwaukie to become a leader in solarization.

Craig Ernst, Milwaukie resident and Development Director for Oregon Solar Energy Industries Association (OSEIA), said he was willing to use his knowledge and skills as a resource to Environment Oregon and the City of Milwaukie. He encouraged the Milwaukie City Council to support the efforts and initiatives to promote renewable solar technologies in Oregon.

CONSENT AGENDA

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

A. City Council Meeting Minutes:

1. **March 1, 2016, Regular Session;**
2. **March 15, 2016, Work Session; and**
3. **March 15, 2016, Regular Session.**

B. Authorize Temporary Event Permit for Milwaukie Farmers Market

C. Authorize Extension of the Milwaukie Museum Lease

D. Authorize Grant Application for the Business Oregon Brownfields Redevelopment Fund

E. Board, Commission, and Committee (BCC) Appointments:

1. **Resolution 41-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Lauren Loosveldt to the Design & Landmarks Committee (DLC).**
2. **Resolution 42-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, Appointing Mike Park as the Historic Milwaukie Representative to the Kellogg Good Neighbor Committee (KGNC).**

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

Citycounty Insurance Services (CIS) Training Video

Ron Cutter, Insurance Agent of Record, showed a video describing the services and benefits of being a CIS member. Generally the largest areas of loss for agencies were law enforcement and employment. He added that Milwaukie had an average number of claims with CIS.

PUBLIC HEARING

None scheduled.

OTHER BUSINESS

A. TriMet Intergovernmental Agreement (IGA) to Close Out the Portland-Milwaukie Light Rail (PMLR) Transit Project – Resolution

Mr. Monahan provided the staff report in which the City Council was requested to accept the IGA with TriMet to close out the Portland-Milwaukie Light Rail Transit Project. Milwaukie and TriMet along with their other partners have been working together on the Orange Line since 2008. In the past several months the parties had been working out the final details of closing out the project and reached a conclusion on details of signalization at Washington Street and 21st Avenue as well as storm drainage. The City had been working with Clackamas County to determine the final costs of signalization with a not to exceed figure of \$131,000. Staff was waiting on confirmation from Clackamas County. He discussed the Triangle Site that the City would acquire from TriMet and briefly described the method for determining the value. The City will pay 50% of the current value based on a series of points in time when the Federal Transportation Administration (FTA) made allocations plus \$1. The City had been working with TriMet to make sure the amount received for making storm drainage improvements would be sufficient to mitigate the impervious surface impacts and support ongoing activities. Mr. Monahan recommended that the City Council accept the IGA with the knowledge there were outstanding issues. There was still some work to do with the City Attorney on the close out of the Triangle Site prior to entering into a contract for the food cart pod.

Council President Batey asked for clarification of the stormwater treatment issues.

Mr. Monahan replied that when the settlement agreement was prepared, the City finalized the arrangement with TriMet to pay the City's \$5 million share. At that point in time, there were some deductions from the City's share. Outstanding was one major storm drainage project in the downtown that at the time had not been designed. After design, it was not put in place because it was so late in the process resulting in some impervious surface that had not been addressed by a project. When TriMet designed what would remedy that situation, a fee in lieu of construction was identified. TriMet will pay compensation to Milwaukie, and the Engineering Department can complete a capital project using those funds.

Mr. Eaton said the design was mostly completed. TriMet could not satisfy all of its water quality facility requirements so was doing some offsite mitigation using mechanical treatments.

It was moved by Councilor Parks and seconded by Councilor Power to approve the resolution agreeing to an intergovernmental agreement between TriMet and the City of Milwaukie related to the close-out of the Portland-Milwaukie Light Rail Transit Project. Motion passed with the following vote: Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting "aye." [5:0]

RESOLUTION No. 43-2016:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AGREEING TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN TRIMET AND THE CITY OF MILWAUKIE RELATED TO THE CLOSE-OUT OF THE PORTLAND-MILWAUKIE LIGHT RAIL TRANSIT PROJECT.

B. Triangle Site Purchase – Resolution

Mr. Monahan provided the staff report in which the City Council was requested to approve the Resolution authorizing the purchase of the Triangle Site from TriMet and delegating the signing authority to the City Manager once the closing documents were in final form. He pointed out a typographical error in the Resolution available in the Council packet that was corrected in the final document. The purchase price was \$92,203 consistent with FTA guidelines. There were a few remaining details including easements to benefit TriMet related to vibration and stormwater. The property had gone through Phases 1 and 2 appraisals.

It was moved by Council President Batey and seconded by Councilor Power to approve the resolution approving the purchase of the Milwaukie Triangle Site from TriMet and delegating signing authority to the City Manager to complete the purchase as amended. Motion passed with the following vote: Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting "aye." [5:0]

RESOLUTION No. 44-2016:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE PURCHASE OF THE MILWAUKIE TRIANGLE SITE FROM TRIMET AND DELEGATING SIGNING AUTHORITY TO THE CITY MANAGER TO COMPLETE THE PURCHASE.

C. Amendment to Legal Services Agreement for City Attorney Services – Resolution

Mr. Monahan provided the staff report in which the City Council was requested to approve the Resolution that amended the Legal Services Agreement with Jordan Ramis

PC. This agreement was the result of a recent City Council review. The agreement included a rate increase would go into effect on July 1, 2016. The last increase was in 2009.

It was moved by Councilor Power and seconded by Councilor Parks to approve a resolution authorizing the City Manager to sign a legal services agreement with Jordan Ramis, PC. Motion passed with the following vote: Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting “aye.” [5:0]

RESOLUTION No. 45-2016:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN A LEGAL SERVICES AGREEMENT WITH JORDAN RAMIS PC.

D. Award 5-Year On-Call Survey Contract – Resolution

Mr. Eaton withdrew this item from the agenda, and he would not pursue the 5 year on call contract but rather address projects on a case by case basis.

E. Street Surface Maintenance Program (SSMP)

Mr. Eaton provided the 9th annual SSMP update that highlighted completed projects, program status, overall condition report, revenue summary, fee comparison, proposed projects, and program challenges, opportunities, and alternatives. This year's projects included base and surface reconstruction of Railroad Avenue and slurry and crack sealing of various streets to increase pavement life. The Pavement Condition Index (PCI) was raised from 54 to 97 on Railroad Avenue which raised the overall collector system from 64 to 68 PCI. Because of its length, the Railroad Avenue project had an overall positive impact on the network. The only unforeseen outcome was the work the railroad did on its ditches, so the system now functions as it should. The slurry and crack sealing project was on 37th Avenue between Hwy 224 and Lake Road that resulted in raising the PCI in that area from 75 to 83. Next year was the 10th year of the Program.

Mr. Eaton reviewed those projects originally identified in the 10 year program. He discussed the effectiveness of crack sealing below a certain PCI. If funding levels continued at the current rate, some projects would be 15 to 20 years out. Arterials were currently at a PCI of 72 and collectors and residential at 70 and 45 respectively. He discussed the importance of keeping up with residential repairs so the streets would not have to be rebuilt. One section of Lake Road was in really bad condition which pulled the arterial PCI down. He reviewed the overall condition report along with graphs showing the condition categories by year and the historical network PCI. He showed a slide that indicated the remaining service life of the City's roads which was encouraging for arterials with the exception of Lake Road. Collectors had increased dramatically, and the residential streets showed decline although the low vehicular traffic made the conditions more favorable.

Mr. Eaton discussed revenues collected from the street maintenance fee and the local gas tax but not the privilege tax in order to more effectively compare Milwaukie with other jurisdictions. He noted that funding was steadily declining, particularly the gas tax as people drove less and purchased more fuel efficient vehicles. He discussed the fee comparison with other cities in the region, and noted that Milwaukie did not index its street fee to address inflation as other cities had.

Mr. Watts said if the City wished to increase its gas tax, then it would have to go to a public vote.

The group discussed the upcoming County advisory vote on funding County road maintenance. The City of Happy Valley was currently considering a street maintenance fee. Street fees, similar to systems development charges (SDC), applied to residential

and commercial and were related to the number of vehicle trips generated. **Mr. Eaton** added that Milwaukie's SDC fees had not been updated recently and would be reviewed for adequacy.

Mayor Gamba asked if there could be a calculation to determine the amount of money it would take to drive the CPI curve in the opposite direction. **Mr. Eaton** replied various scenarios could be programmed in the software to estimate those types of projections. **Mayor Gamba** would also like information on how to keep the streets, including slurry sealing, at a 70+ PCI, for example, and what that would equate to in a 20 year bond.

Mr. Eaton discussed the relative success of overlays on residential streets in other cities. He commented on making residential streets a little wider to help prevent deterioration on the edges of the pavement. He hoped in the next budget cycle to fund a reevaluation of the CPI.

Councilor Power wanted information on an accelerated timeline and a dollar figure to bring the PCI up to 75.

Mr. Eaton reviewed the proposed projects including the revised timeline for Lake Road and the slurry seals. He showed slides of 42nd Avenue from Railroad Avenue to Monroe Street which needed a lot of work. 42nd Avenue from Monroe Street to King Road and 43rd Avenue from King Road to Howe Street were both in relatively good condition. The total budget for the FY 2017 projects was \$1.4 million. Lake Road was estimated to be \$1 million, and that was only surface work and did not include curbs and bike lanes. The group discussed the conditions on 42nd Avenue and Lake Road and locations of Americans with Disabilities Act (ADA) ramps and storm drains. The Public Safety Advisory Committee (PSAC) had suggestions related to Lake Road repaving, bike lanes, sidewalks, and Safe Routes to Schools.

Mr. Eaton discussed code language related to the SSMP. To date, the focus has been on arterial and collector streets and upgrading ADA ramps. The group discussed the types of projects that could be built. **Mr. Eaton** added that the Engineering Department and Neighborhood District Associations (NDA) were responsible for an annual assessment of the project list. The City of Tigard recently amended its code to remove some of the ambiguity related to what types of projects were allowed.

Council President Batey said at the time the SSMP was adopted staff made it clear that collectors and arterials would be repaired first followed by residential streets.

Mr. Eaton reviewed the challenges that included a lack of residential street improvements and the lack of buying power with the rates fixed at 2006 levels. It was currently estimated that the 10 year plan would take 15 years to complete at the current funding levels. As written, the code would allow expanding the SSMP to residential streets, and he discussed neighborhood needs. Both the Citizens Utility Advisory Board (CUAB) and PSAC recommended that the program be expanded to residential streets since collectors and arterials were stable.

The group discussed Lake Road and the increased usage because of light rail and the benefits of prioritizing that street. **Mr. Eaton** said delaying Lake Road would not cost that much more; he provided an update on 17th Avenue improvements.

Council President Batey favored increasing the maintenance fee and to look at bonding against future revenues.

It was consensus that as **Mr. Eaton** provided updated statistics on what it would take to get to a PCI of 75 or 80, and that some weight be given to collectors and arterials to acknowledge traffic volumes. **Mr. Eaton** recommended additional weight in the near term to help save residential streets before repairs became more costly.

Mayor Gamba thought the next logical step would be to answer the bonding question.

F. Council Reports

Mayor Gamba made a number of announcements including storefront improvement grants; Food for Fines at the Ledding Library; Pond House gardening classes; Earth Day Volunteer Event and Arbor Day Celebration; Public Safety Foundation drug turn in and document shred event.

Councilor Power said bond measure materials were approved for circulation by the Secretary of State and were posted on the Library website. She discussed her concerns with no cause evictions.

Council President Batey was concerned about people riding bikes in Spring Park and Elk Rock Island which was prohibited. She announced upcoming events including the Sunday Farmers Market, First Friday, and community plant sales including the Ledding Library.

Councilor Churchill attended the Downtown Milwaukie Business Association (DMBA) event with County Commissioner Martha Schrader. He also attended the Greater Portland, Inc. open house.

ADJOURNMENT

It was moved by Councilor Power and seconded by Councilor Parks to adjourn the regular session. Councilors Batey, Parks, Power, and Churchill and Mayor Gamba voting “aye.” [5:0]

Mayor Gamba adjourned the regular session at 9:02 p.m.

Respectfully submitted,

Pat DuVal, Recorder



MINUTES
MILWAUKIE CITY COUNCIL
www.milwaukieoregon.gov

WORK SESSION
APRIL 19, 2016
City Hall Conference Room

Mayor Mark Gamba called the Work Session to order at 4:00 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power

Staff Present: Assistant to the City Manager Mitch Nieman, City Recorder Pat DuVal, Finance Director Casey Camors, Planning Director Denny Egner, Community Development Director Alma Flores, and Sustainability Director Clare Fuchs.

City Managers Report

Mr. Nieman provided a brief update.

Solarizing Opportunities in Milwaukie

Ms. Fuchs provided background information about the residential solarization program that was created to address climate changes as a result of fossil fuel usage. She explained solar was a clean source of energy and was becoming more affordable. The City was working to create a solarize program to make it cheaper for residential customers. She explained the solarize model that had been used before to help residents by streamlining the process and doing a bulk-buy. She described the process, touching on the importance of education. In her staff report she included several options that groups had used in the past. One option was for City Staff to be the project manager and recruit volunteers to do administration and outreach, putting aside money to market the program. Another option was to charge a small fee on top of the kilowatt hours that a resident would take on, with the program funded through those fees. She noted that it usually costs each homeowner a one-time fee of \$300 for each installation. Another option included weatherization programs in correlation with the solarize program. She also noted her staff report included a proposed program start date 6 months out.

The group discussed the benefits of weatherization and the concept of the apprenticeship program. The group also discussed the level of interest in solar.

Milwaukie Arts Committee Update

Mr. Nieman was joined by Arts Committee Chair **Andrea Adams**. He noted the strategic plan before City Council would be refined, and he provided a compilation of the results of the past year in social media.

Ms. Adams discussed the four goals of Arts Committee (artMOB): define committee member roles and responsibilities; raise awareness of artMOB in the broader community, engaging key leaders and artists; establish Milwaukie's identity as a center and incubator for arts and culture; and establish a sustainable funding stream for citywide arts projects. She was joined by Committee members Denise Emmerling Baker and Chris Haberman, and noted new member Chris Davis would act as treasurer. Ms. Adams discussed artMOB's desire to develop business partnerships. She also discussed looking at funding and the Percent for Art program which had been successful in many areas of the country.

Mr. Nieman discussed elements of the Percent for Art draft ordinance.

Mayor Gamba was on board with the ordinance, but had a few more exceptions to add to the list: sidewalks, bike paths, and solar installations.

Council President Batey understood the highlighted portions of the draft ordinance were items on which artMOB wanted Council clarification.

The group discussed capital projects that have included light rail, and if the bond measure would pass the library expansion. **Councilor Power** commented on a possible mural on the Kellogg Treatment Plant clarifier.

Ms. Baker and **Mr. Haberman** discussed the curation schedule for Milwaukie City Hall. They also discussed artMOB and local business connections.

Council President Batey noted art possibilities in conjunction with wayfinding signs.

Ms. Adams reviewed artMOB's social media channels.

Mayor Gamba recessed the Work Session at 5:07 p.m. and reconvened the Work Session at 5:32 p.m.

Enterprise Zone Overview, Expansion, and Electronic Commerce Overlay Discussion

Ms. Flores was joined by **Cindy Hagen**, Clackamas County Business and Economic Development Division. **Ms. Hagen** provided an overview of enterprise zones and reported Clackamas County currently had 5 zones. The County managed the zones as partners with the cities. The focus was in traded sector companies. She discussed tax abatements dependent on the salaries paid, and noted more detail was listed on the flyer she provided.

Ms. Flores said the issue in front of Council was whether to expand the enterprise zone program in downtown and central Milwaukie. She recommended expanding the zone, noting it was a win / win in the urban renewal zone, as it was for a new investment for the eligible aspects of businesses. There would be a nominal impact on urban renewal, and would be an incentive to bring new businesses into the area. She also noted it would help kick start the urban renewal program.

Ms. Hagen added that the enterprise zone was not applicable to the property itself, it was only applicable to capital expenditures. Alpine Foods and PCC Structural were two businesses that had participated in the program in the past. She explained companies could run concurrent applications, to apply for another round of the tax abatements, which included the job creation requirements.

Councilor Power noted smaller businesses owned by one or two owners had e-commerce and would benefit from this expansion.

Ms. Flores noted the small fee involved and the group discussed zoning.

Ms. Flores explained there was only one available e-commerce zone in the state. She explained the process moving forward, and **Ms. Hagen** discussed the approval of any changes.

Mayor Gamba adjourned the Work Session at 5:45 p.m.

Respectfully submitted,

Amy Aschenbrenner, Administrative Specialist II



MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 3. B.**
Meeting Date: **May 3, 2016**

To: Mayor and City Council

Through: Bill Monahan, City Manager
Steve Bartol, Chief of Police
Mark Dye, Police Captain

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

From: Tim Salyers, Code Compliance Coordinator

Date: April 20, 2016

ACTION REQUESTED

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

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

March 3, 2015- During the Code Enforcement Update this was an item shown as a job function.

BACKGROUND

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

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

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

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

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

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

The Facilities department has a similar IGA in place with the County for the youth program.

CONCURRENCE

The Facilities Coordinator, Chief of Police, Police Captain of Operations, Streets/Stormwater Supervisor, and City Manager all concur with this IGA.

FISCAL IMPACTS

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

WORK LOAD IMPACTS

The workload impacts are minimal. This is already a current work function of the Code Compliance Coordinator.

ALTERNATIVES

Deny the IGA and provide guidance as to how to address the problem areas without the Work Crews.

ATTACHMENTS

1. Resolution
2. IGA



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

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

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

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

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

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

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

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

I. Purpose

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

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

II. Scope of Work and Cooperation

A. CITY agrees to:

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

B. The COUNTY agrees to:

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

III. Compensation

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

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

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

IV. Liaison Responsibility

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

V. Special Requirements

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

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

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

VI. Amendment

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

VII. Term of Agreement

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

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

(Signature Page Attached)

DATED this _____ day of April, 2016.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

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

Chair

Authorized Signature

Recording Secretary

Printed Name/Title

Date

Approved as to form

County Counsel



**MILWAUKIE CITY COUNCIL
STAFF REPORT**

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **Redflex – Photo Radar Contract**

From: Captain Mark Dye

Date: April 19, 2016

ACTION REQUESTED

Authorize a resolution for the City Manager to sign a two year contract (with the City reserving the right of two additional two-year extensions) with Redflex Traffic Systems (Redflex). The current contract with Xerox State and Local Solutions Inc. (Xerox) expires with the City of Milwaukie on May 17, 2016.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

In 2008, City staff held a process to contract for photo radar program services. A three-year contract was executed with Xerox (formerly ACS State & Local Solutions, Inc.). The City did not exercise its right to renew for two additional one-year periods—instead a new RFP process was performed to open up competition and advancements in technology.

In early 2011, City staff held a process to contract for photo radar program services. A three-year contract was executed Xerox, in which two additional one-year periods were renewed by the City.

In November 2015, Police and Finance spoke with City Council about their support of the photo radar program, as the contract with Xerox was due to expire. City Council expressed their continued support of the program as a tool used to make our streets safer. With City Council's support, it was decided to issue a RFP for Photo Radar Program Services.

BACKGROUND

Finance and the Police Department issued the RFP, which was advertised on the City's Bid Management website for one month. The RFP was also published twice in the Daily Journal of Commerce. Proposals from Xerox and Redflex were received in response to the RFP.

A panel of City staff acted as the Selection Review Committee for this RFP. The Selection Review Committee independently, and as a group, discussed and evaluated the two proposals. Proposals were scored on:

1. Firm and Service Team Qualifications
2. Service Understanding and Approach
3. Service Timeframe
4. Fee evaluation
5. Interview and Presentation

After evaluating and meeting with each Proposer, Redflex was scored highest and deemed most responsive and responsible to perform the services.

Redflex offers data available through an electronic system that is accessible 24/7 and tailored to the information desired by the City, which will lead to using the van and photo radar program in a more educated and efficient way. Redflex also offers a quality document to be mailed to defendants and clarity in the image captured. With Redflex's efficient processes and quality images, the City expects to see a 15% increase of photos captured as citations. Additionally, Redflex offers efficiencies that will reduce court staff time, such as they won't have to print citations as Redflex takes care of that. Citations will also include driver's license information that court staff use to look up from the vehicle's license plate number.

A notice of intent to award the contract to Redflex Traffic Systems was sent to both Proposers. No protests were made to this intent to award.

FISCAL IMPACTS

Redflex's proposed pricing may result in cost savings and revenue to the City, given the number of citations issued stays consistent on a monthly/yearly basis. Furthermore, staff anticipates additional cost savings in processing time for court staff.

WORK LOAD IMPACTS

Municipal Court staff anticipates the Redflex system will reduce staff's work load due to the new efficiencies.

ALTERNATIVES

Discontinue program resulting in the loss of a traffic safety/enforcement tool and revenues.

ATTACHMENTS

1. City of Milwaukie Evaluation Results for Photo Radar Program Services
2. Notice of Intent to Award – Personal Services Agreement for Photo Radar Program Services.
3. Personal Service Agreement.
4. Resolution Authorizing the City Manager to sign a two year contract for photo radar services with Redflex Traffic Solutions.

City of Milwaukie
Evaluation Results for Photo Radar Program Services
April 11, 2016

Points are combined from the four evaluation committee members. Each proposer had a possibility of 40 points as reviewed by each evaluator.
 40 points x 4 evaluators = 160 points.

Criteria	Redflex Traffic Systems		Xerox State & Local Solutions	
Proposal submitted on time (Pass/Fail)	Pass		Pass	
	Points Awarded	Max.Points	Points Awarded	Max.Points
Firm and Service Team Qualifications	35	40	23	40
Service Understanding and Approach	31	40	22	40
Service Timeframe	20	20	9	20
Fee Evaluation	20	20	11	20
Interview and Presentation	37	40	26	40
Total	143	160	91	160



April 11, 2016

RE: Notice of Intent to Award – Personal Services Agreement for Photo Radar Program Services

Dear Proposers,

Thank you for taking time to submit a proposal to the City of Milwaukie for Photo Radar Program Services. The Selection Review Committee for this Request for Proposals has completed the evaluation process. It is our intent at this time to award the contract for Photo Radar Program Services to Redflex Traffic Systems, who was selected as the proposer deemed most appropriate and fully able to perform the services.

The following page addresses those who responded to the proposal and identifies the collective points awarded to each proposer by the Selection Review Committee.

Authorization of the contract award will be determined by City Council at its regular session on Tuesday, May 3, 2016, beginning at 6:00 PM at Milwaukie City Hall, 10722 SE Main Street, Milwaukie, Oregon 97222.

In the event a proposer is adversely affected or aggrieved by the City's award of the contract to another proposer, the proposer may protest the notice of the award. Protests must be in writing, specifying the grounds upon which the protest is based, and submitted to Mark Dye, Police Captain, within seven (7) calendar days of this notice of intent to award.

If you have any questions or need additional information regarding the intent to award this contract, please contact me at 503-786-7494 or dyem@milwaukieoregon.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Dye".

Mark Dye
Police Captain
Police Department



**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR PHOTO RADAR PROGRAM SERVICES**

THIS AGREEMENT made and entered into this 15th day of April, 2016 by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and Redflex Traffic Systems, Inc., hereinafter called Contractor.

RECITALS

WHEREAS City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

WHEREAS City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City's notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective on May 18, 2016, and shall expire, unless otherwise terminated or extended, by June 30, 2018. The City shall also retain the rights to two (2) two-year extensions to the Contract. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor not to exceed amount expressed in Exhibit A for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor's invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund

incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City,

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

- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

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

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

- A. Commercial General Liability Insurance
Contractor shall obtain, at contractor’s expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

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

- C. Professional Liability Insurance
Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

- D. Workers’ Compensation Insurance
The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers’ compensation coverage for their workers that complies with ORS 656.126. Employer’s Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

- E. Additional Insured Provision
The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

- F. Notice of Cancellation
There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days’ notice of cancellation to the City.

- G. Insurance Carrier Rating
Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- H. Certificates of Insurance
As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.
- Certificates of Insurance for Commercial General Liability and Commercial Automobile Liability shall read "Insurance certificate pertaining to contract for Photo Radar Program Services. The City of Milwaukie, its officers, directors and employees" shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.
- I. Independent Contractor Status
The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.
- J. Primary Coverage Clarification
The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.
- K. Cross-Liability Clause
A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie
Attn: Finance
10722 SE Main Street
Milwaukie, Oregon 97222

Business Phone: 503-786-7555
Business Fax: 503-786-7528
Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

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

City	Contractor
City of Milwaukie	Company: Redflex Traffic Systems, Inc.
Attn: Kelli Tucker, Accounts Payable	Attn: Finance Department
10722 SE Main Street Milwaukie, Oregon 97222	Address: 5651 W Talavi Blvd, Suite 200 Glendale, AZ 85306
Phone: 503-786-7523	Phone: (623) 207-2303
Fax: 503-786-7523	Fax: (623) 207-2054
Email Address: ap@milwaukieoregon.gov	Email Address: Finance – Accounts Receivable@redflex.com

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
 - 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 - 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:
 - 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

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

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. EXTRA (CHANGES) WORK

Only the Steve Bartol, Police Chief, or Carla Bantz, Court Operations Supervisor, may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

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

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement.

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. AUDIT

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. COMPLETE AGREEMENT

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

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

CITY OF MILWAUKIE

CONTRACTOR

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT A
SCOPE OF WORK (SERVICES TO BE PROVIDED)

1. TECHNICAL SERVICES AND SCHEDULE

A. EQUIPMENT - REDFLEXspeed®

- i. Contractor shall provide the REDFLEXspeed® system ("Equipment"), including a detection unit, enclosure, digital camera, and flash for use in a van owned by the City. Equipment shall be installed in van and ready for use no later than 60 days from effective date of contract, unless a later date is agreed to by both parties.
- ii. City shall not guarantee nor be under any minimum required usage of the Equipment.
- iii. Contractor shall provide field service technicians, spare parts and equipment to repair any malfunctions with the equipment within 48 hours, excluding weekends and holidays. Substitute or replacement parts and/or Equipment shall be provided by the Contractor when repair times or parts supply exceeds this time limit.
- iv. Contractor shall supply Equipment that, to the best knowledge of the Contractor, is new, not obsolete or nearly obsolete (i.e. expected to become obsolete through the introduction of a new product line within the next six months following Contract execution), used, or remanufactured. Contractor shall provide model numbers for camera systems that it provides.
- v. Contractor shall offer City the opportunity to upgrade the Equipment should new equipment or a technological upgrade become available during the contract term. Installation of any new technology may be at an additional cost and the exact cost will be based on the scope of the technology upgrade and negotiations at the time of the upgrade.
- vi. City shall only be obligated to use Equipment or production models that have been satisfactorily demonstrated to the City, or that have demonstrated a record of successful deployment by other law enforcement agencies.
- vii. Any additional photo radar system implemented shall be of new manufacture and best quality and installed in accordance with approved recommendations of the manufacturer thereof, and shall conform to the Equipment specifications listed below (Section B).
- viii. Equipment shall meet all applicable Federal standards and specifications and be of a type approved for licensing and use in the City of Milwaukee.
- ix. Equipment shall be capable of executing its functions so that it performs according to, and fulfills the requirements of, the City.
- x. Title to all photo radar cameras, Equipment, and other materials provided to the City by Contractor will remain property of Contractor. Upon expiration or termination of this contract, all photo radar cameras, Equipment, and other material provided to the City by Contractor will be returned to Contractor.

B. SPECIFIC EQUIPMENT REQUIREMENTS

Contractor shall provide the following in regard to the Equipment:

- i. Equipment shall be able to consistently identify a vehicle and driver traveling through a radar beam and take a photograph of the vehicle traveling in excess of a predetermined speed threshold.
- ii. Equipment shall be capable of detecting the speed of targeted vehicle when operated from a stationary vehicle and subsequently displaying that information digitally.
- iii. A mobile reader board shall be provided that displays the speed of passing vehicles while the Equipment is in use. Reader board shall display the speed in digits that are a minimum of 9-1/2 inches in height and capable of being seen. Display on the City van must be readable from a distance of 150 feet.
- iv. Equipment shall be capable of recording the speed of a vehicle with an accuracy of plus or minus one (1) mile per hour and shall display that information in a mile per hour format.
- v. Equipment shall measure speed of traffic that is approaching or going away from it and gather data for statistical analysis.
- vi. Equipment shall be capable of deployment at a wide range of sites, locations and operating conditions, including but not limited to, heavy traffic volumes, multiple lanes of traffic, adverse weather and temperature conditions, and different road surface configurations.
- vii. Equipment must be able to operate while vehicles are moving at speeds of 15-140 miles per hour.
- viii. The camera shall be able to photograph up to three actual lanes of traffic concurrently and be able to produce high-resolution images of those vehicles. Photographs shall show the driver of the vehicle if a violation occurs and the photograph shall show at least one license plate.
- ix. Cameras shall be able to operate at night and come equipped with flash attachments. Photographs taken at night shall produce high-resolution images and identify the driver (if a photograph of the front of the vehicle is taken) and shall show at least one license plate.
- x. Equipment shall be capable of operating in an automated mode, with easy set-up, little maintenance and minimal human intervention required after set-up.
- xi. Equipment shall be capable of performing electronic internal calibration tests for speed measurement, accuracy, and functionality. Internal tests shall produce a visual and/or auditory signal that permits an operator to determine if the Equipment is functioning properly. If the internal calibration test shows that the Equipment is failing or the calibration has been lost, the Equipment shall display a failure code that is visible to the operator and shutdown.
- xii. The Equipment shall have sufficient shielding and suppression of radio frequency ("RF") current in the 800 Megahertz ("MHz") to 900 MHz band to prevent interference from a typical 30 watt Police radio transmitter operating in the same vehicle as the photo radar unit.
- xiii. Contractor shall provide a streamlined log-in procedure as well as an audible tone when a violation is captured.

C. DOCUMENTS AND MANUALS

Contractor shall provide the City with five (5) copies of all relevant Equipment specifications, manuals and materials relating to the capabilities and operation of all Equipment. Within 90 days from the contract effective date, Contractor shall obtain from the manufacturer of the Equipment any rights required for the City to make and provide copies of non-proprietary manuals and materials in response to any discovery requests required as a result of the use of the radar equipment. Training manuals for

the Equipment will be provided to the City for viewing by citizens at the City's Police department. City agrees to treat such training manuals with the same care of confidentiality as it does its own confidential material.

D. WARRANTY AND MAINTENANCE

Contractor shall maintain Contractor-furnished photo radar enforcement system and its associated Equipment in good working order for the duration of the Contract.

- i. Excluding weekends and City holidays, any malfunctioning camera or other Contractor-furnished Equipment shall be returned to good working order within forty-eight (48) hours of notification that the Equipment is not in proper working order. If it cannot be made operational, the camera or other equipment will be replaced at no charge to the City.
- ii. Reports of Equipment malfunctions will be communicated by the City to the Contractor (Project Manager, field service technician, or the lead traffic service agent). Contractor shall acknowledge receipt of such calls as soon as possible.
- iii. An electronic log of all camera component problems reported and all repair activity will be maintained by the Contractor for each incident reported. A copy of repair log will be provided either electronically or paper copy to the City within ten (10) days following the City's request.
- iv. In order to assure all system components are working as intended, Contractor shall provide maintenance on the photo radar and related Equipment, such as but not limited to, the camera, video, radar, and computer, during the term of this contract.
- v. Contractor shall provide a preventive maintenance program in order to achieve reasonable reliability and availability of the Equipment. Maintenance shall occur at regularly scheduled intervals and at times when the Equipment is not being used. Maintenance shall include the running of diagnostics to ensure the early identification of any component failure.
- vi. Contractor shall work with the City to provide a mechanism and procedure for backing up all data files.
- vii. Contractor shall provide security precautions against unauthorized use and accidental destruction or modification of data as a result of human intervention or other disasters such as power failure.

E. BILLING

Contractor shall coordinate with City's Finance department to set up billing and accounting procedures acceptable to the City. The City agrees to provide Contractor payment within 30 days of invoice date.

F. DELIVERY

Contractor shall deliver all equipment to the Milwaukie Police Department, 3200 SE Harrison St, Milwaukie, OR 97222.

G. PHOTOGRAPH REQUIREMENTS

- i. Image Technology: Contractor shall use most current technology and most up-to-date digital camera apparatus in accordance with section 1(A)(6) above.
- ii. The photographic primary camera control unit shall produce a clear photograph that contains the following data: **(a)** Display of front license plate of vehicle; **(b)** Display of driver's face; **(c)** Scene of

location where alleged violation occurred; **(d)** Motor vehicle during the alleged violation; **(e)** Day, month and year of the alleged violation; **(f)** Time of alleged violation displayed in hours, minutes and seconds; **(g)** Speed of vehicle displayed in miles per hour; **(h)** Officer's identification code; and **(i)** Location code information.

- iii. The photographic secondary camera control unit shall automatically take a photograph without manual intervention from the police officer in attendance and shall contain at least the following data: **(a)** Display of rear license plate of vehicle; **(b)** Scene of location where alleged violation occurred; **(c)** Motor vehicle during time of alleged violation; **(d)** Day, month and year of alleged violation; **(e)** Time of alleged violation displayed in hours, minutes and seconds; **(f)** Speed of vehicle photographed displayed in miles per hour; **(g)** Officer's identification code; and **(h)** Location code information.

H. IMAGE AND CITATION PROCESSING SERVICES

Contractor shall provide all staffing required for the development and presentation of the photographic images and supplies.

- i. Contractor shall provide the City with digital images of alleged violators, and photographs for court packets and citizens requesting to view their alleged violations. These photographs shall be provided to the City in hard copy and digital format.
- ii. Contractor will be responsible for processing all images.
- iii. Contractor shall provide one Field Service Technician (FST) responsible for retrieval of photo radar images based upon a schedule established by the City. The FST will respond to any report of a photo radar camera problem. All repair activity will be tracked by the FST on an electronic maintenance log.
- iv. Contractor shall collect memory cards, Photo Radar Officer Visual Observation Log and Photo Radar Equipment Set-up Checklists (as applicable) for the Contractor's system. Contractor shall establish a chain of custody, consistent with Oregon Law, for the alleged violation date and submit images for processing.
- v. Contractor shall convert images into a digital format, compare to Photo Radar Officer Visual Observation Log (as applicable), determine and enter license plate information, view driver and ensure view of driver is identifiable and is not obstructed or out of focus.
- vi. Contractor shall maintain access to current motor vehicle database that is maintained by the Oregon State Department of Motor Vehicles (DMV). In addition, Contractor shall have access to current motor vehicle databases in the states of Washington, California and Idaho. Access to these databases shall be maintained for the duration of the contract.
- vii. Contractor shall use the DMV database to verify information collected during the viewing process, re-check license plate information, registered owner information, determine whether the gender of the driver matches the gender of the registered owner of the vehicle (if the owner is an individual), compare vehicle type and owner type, and prepare images for storage.
- viii. After the verification process, Contractor shall print citations and transmit them to the police for approval and signature. Upon return of the approved signed citations, Contractor shall include printed corresponding cover letter with violation photo and appropriate printed affidavit of non-

liability or certificate of innocence forms, and deposit into mail within guidelines established by Oregon law.

- ix. If Contractor's operation center closes for more than five (5) business days, for any reason, Contractor shall provide a business plan that will identify the same access and services as the present local operation center that is acceptable to the City. The relocated operation center shall have adequate staff to operate, manage, maintain and keep the same service level as required in this contract.
- x. Contractor shall pick-up and deliver data on a daily basis (to and from the respective police department and court).
- xi. Contractor shall prepare warning letters, citations and/or notice letters for all persons who appear to have violated the speed limit.
- xii. Contractor shall obtain the police officer's signature for each citation and shall mail letters and citations to the identified vehicle owners within six business days following the alleged violation.
- xiii. Where investigation or legal necessity requires that an officer re-issue a citation that has already been authorized, Contractor shall provide a re-issued citation that bears the re-issue date, as well as the date of the original citation.

I. RECORDS AND ARCHIVING

Contractor shall maintain and provide supporting records of violations to the City and shall maintain all photographs in a manner that preserves their chain of custody to ensure their admissibility in court.

- i. Contractor shall maintain a list of all voided and destroyed images.
- ii. City shall direct Contractor to store all images for which citations have been issued for a period of two years from the date of the citation or 30 days after disposition of the case, whichever is later. Contractor shall keep all images for which citations are not issued for at least 30 days. When citations are dismissed by a person with official authority, or when citations are not issued, the City shall direct the Contractor to destroy all images after 30 days. City shall direct Contractor to delete all images for which citations have been issued for a period of two years from the date of the citation or 30 days after disposition of the case.
- iii. City shall require online storage of images for the time periods referenced in subsection above and shall provide an authenticated listing of all archived records.
- iv. Retrieval of archived information shall be available by Contractor within five (5) business days of City's request.

J. STATISTICAL ANALYSIS AND REPORTS

- i. Contractor shall provide reports that show and analyze time, date, speed, number of vehicles, and other data required for automated citation generation and traffic analysis. The reports shall be submitted to the City within 30 days of the end of each calendar month and shall include such information as is mutually agreed to by both parties in this contract, including the following mandatory items: **(a)** Client Monthly Summary Report; **(b)** Issuance Analysis Report; **(c)** Officer Summary Report; **(d)** Officer Activity Report; **(e)** Deployment Summary Report; **(f)** Location Activity Report; and **(g)** Current list of all valid location codes with information, including the court location, speed zone, applicable ORS statute and description of the geographic location.

- ii. Contractor shall provide any additional reports at City's request. Such reports shall be mutually agreed upon by both parties as they may be subject to additional fees charged by Contractor.
- iii. Contractor shall provide City with a monthly Activity Report within fifteen (15) days following the end of each month. The monthly report shall, at a minimum, include the following information: **(a)** Total number of citations issued; **(b)** Total number of photographs taken and percentage of total vehicles whose photograph was taken that a violation notice was sent; **(c)** Total number and percentage of violations, delineated by speed and location, with time deployed at locations; and **(d)** Hours of use at any one site.

K. TRAINING REQUIREMENTS

Contractor shall provide a minimum of four (4) 2-day photo radar operator training classes per year, at no cost to the City. Classes shall be for City personnel who will operate the Equipment, and shall include both classroom and hands-on training. The maximum class size shall be 12 persons. Such training will occur in City-provided facilities, unless otherwise agreed upon by the parties. Contractor shall provide the following additional training:

- i. Contractor shall provide technical instruction on Equipment use and operation. Course content shall include the theory of the device, technical knowledge required for court purposes, radar and photography principles, and actual deployment techniques. Contractor shall supply all technical training materials and handouts in sufficient quantities to cover the training.
- ii. Contractor shall provide up to two (2) additional training sessions and materials to the Milwaukie Municipal Court Judge and court staff, if requested by the City.

L. COURT ASSISTANCE

Contractor shall provide, as reasonably necessary, a person who is qualified as an expert witness under current court requirements to testify in court in regard to photo radar technology along with any documentation that may be required. Services may include, but are not be limited to:

- i. Contractor shall provide to the court a PDF of issued citations, along with an electronic text file that shall download compatibly to the City's court management system, Tyler Technologies' Incode. The citation and electronic file shall contain the officer name, DPSST number, citation number, name of the alleged violator, alleged violation, fine amount, any enhanced penalty indication, court hearing date and time, court location, courtroom number, and any other necessary information that the court may require and that has been discussed and mutually agreed upon.
- ii. Within five (5) business days of notification from the Court of scheduled cases (but before court date), Contractor shall prepare and provide documentation to the officer who will testify about the alleged violation. Such documentation shall include information about operation of the camera, checklist regarding camera operation and repair, two photographs, maintenance logs (if necessary or requested), contact log showing any contacts with the alleged violator, and any other information that may be required. Exceptions shall be considered those cases added by the court system outside of normal channels.
- iii. Contractor shall provide City with a minimum of three photographs for each citation issued (one front and two rear photographs) when requested. The photograph shall be a minimum 3 by 5

inches, unless a larger photograph is necessary to view the driver/violation or to prosecute the case.

- iv. Contractor shall work with City to develop acceptable warning, explanatory, and other letters or correspondence for the court case.
- v. Contractor shall handle all returned mail and work with City staff to develop a report and procedure for handling returned mail.
- vi. Contractor shall work with City personnel to develop and update the forms library as it relates to legal forms and court documentation, which includes: **(a)** Develop an acceptable citation form; **(b)** Implement and utilize electronic signatures and court filing of citations; **(c)** Receive and process certificate of innocence and non-liability forms (a listing of citations to be dismissed shall be provided to the City's Police department as they are processed); **(d)** City shall audit, review and check certificate of innocence forms with photographic images taken of alleged violators to determine whether owners are accurately responding to the citations; **(e)** Contractor shall provide secure, online access for the public to view images on which citations were based.
- vii. Contractor and City acknowledge that ORS 153.076, and ORS 135.805 - 135.873, along with state and federal law of due process, impose a duty on the City to allow a defendant to inspect discovery favorable to him or her in connection with violation proceedings. City and Contractor understand that pursuant to these laws, judges throughout Oregon have granted defense discovery requests for materials on, among other things, photo radar training, maintenance, and system testing, as well as system operating instructions and time and dates of deployment. Contractor understands the City has discovery obligations and agrees to confer with City during pretrial discovery and provide documents to the City that respond to discovery requests. Contractor shall provide documents in a format that satisfies defense requests for production.
- viii. City understands that Contractor has a business interest in protecting its proprietary business information and, thus, the City will not object to Contractor's requests to protect this information during the discovery process. City further acknowledges that Contractor expressly states that its proprietary information that is part of a public record, if any, is submitted to the City in confidence and that the City will agree to Contractor's requests to claim an exemption from public records disclosure on this issue.

M. COMMUNICATIONS/PUBLIC EDUCATION

- i. Contractor shall be available to act as a resource during certain events planned as part of the photo radar communications and public education strategy. This includes but is not limited to, Equipment demonstration, as part of community presentations, if it is determined to be in the interest of the City and Contractor.
- ii. Contractor shall provide City with public information materials. These materials may include brochures and other printed information describing what photo radar is, how photo radar works, and what benefits the use of photo radar provides.

N. TELEPHONE HOT LINE

Contractor shall provide a telephone hotline that will permit callers to obtain basic information during the normal work week.

- i. Contractor shall staff telephone hotline from 8:00 AM to 5:00 PM PST, Monday through Friday, each week (excluding holidays). During other times, Contractor's hotline will permit callers to obtain information and to leave a voice message. Letters that accompany citations issued will have the toll-free number written on them.
- ii. City shall provide Contractor with answers to questions that are frequently asked by the public when it calls the hotline. Contractor shall provide those answers to the public in response to their questions.

2. WORK PERFORMED BY THE CITY

Police Department shall make available sufficient hours of personnel as required to meet with the Contractor and provide such information as required. Contractor shall assign a project manager who will oversee the work and provide support as needed. City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

3. DELIVERY

All goods, materials, and services shall be delivered FOB to the City Police department at 3200 SE Harrison St, Milwaukie, OR 97222, or as designated by the work conducted within this Contract. All prices offered shall be inclusive of all shipping and delivery costs. Contractor must be prepared to furnish the items as agreed upon by the parties after receipt of an order.

With assembly, installation, calibration and other services required under this Contract, offered prices shall include all costs associated with delivery, assembly, setup, and proper disposal of packaging material. The offer price shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to Contractor, upon request. Delivery of the item(s) shall not be completed until all discrepancies have been corrected. Items not meeting Contract specifications shall be returned at Contractor's expense. Contractor shall replace rejected items as agreed upon by the parties after receipt of re-order request. Acceptance occurs when the City authorizes payment of the invoice.

4. PRICES AND PRICE CHANGES

Initial contract prices shall be as follows:

SERVICES	RATE
Per Paid Citation	\$24.75 per paid citation
Monthly Lease Amount for Equipment	\$2,000 per system, per month
Interfacing to Court Management System	Included
Installation of Equipment	Included
Other Applicable Services	Included

Unit prices shall remain firm through the initial period of the contract. At the end of initial period, following the date of acceptance, price changes may be allowed. Contractor agrees to provide pricing for all products for which Contractor is an authorized distributor for the duration of this Contract. Following the end of initial period, City and Contractor acknowledge that prices for goods and services furnished by Contractor under this Contract may be adjusted during the term of the Contract due to changes in Contractor's prices, rate

plans, or product offerings. Such price changes shall be documented and agreed to in writing by Contractor and City as contract amendments. Contractor shall submit any proposed pricing revisions in writing to the City for consideration at least thirty (30) days before the proposed effective date. Price adjustments shall become effective thirty (30) days from the date of last signature on the contract amendment. No increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the City of the requested price adjustment.

5. CONTACT INFORMATION

City of Milwaukie:

Milwaukie Police Department
Steve Bartol, Police Chief
3200 SE Harrison Street
Milwaukie, OR 97222
503-786-7494
dyem@milwaukieoregon.gov

Milwaukie Municipal Court
Carla Bantz, Court Operations Supervisor
10722 SE Main Street
Milwaukie, OR 97222
503-786-7531
bantzc@milwaukieoregon.gov

Contractor:

Redflex Traffic Systems, Inc.
Glen Post, Program Manager
5651 W Talavi Blvd, Suite 200
Glendale, AZ 85306
503-330-7989
gpost@redflex.com



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, authorizing the City Manager to sign a two year contract (with the option of two, 2 year extensions) with Redflex Traffic Systems.

WHEREAS, the Police Department and the City Council continues its' commitment to sensible traffic safety program to encourage safe travels through our City;

WHEREAS, a Photo Radar Program aligns with the City Council's continuing goal of safe streets for commuters, bike riders and pedestrians;

WHEREAS, City staff has followed the Request For Proposal guidelines and utilized a competitive bid process recommending that the City award the bid to Redflex Traffic Systems.

Now, Therefore, be it Resolved that the City Council of the City of Milwaukie, authorizes the City Manager to sign a two year contract (with the option of two, 2 year extensions) with Redflex Traffic Systems.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

RS 3. D.
May 3, 2016



To: Mayor Gamba and Milwaukie City Council

Through: Bill Monahan, City Manager

From: Jon Foreman, Acting Chief of Police

Date: April 13, 2016

Subject: O.L.C.C. Application – SJNJSAUCE LLC. – 6114 SE King Rd.

Action Requested:

It is respectfully requested the Council approve the O.L.C.C. Application To Obtain A Liquor License from SJNJSAUCE LLC – 6114 SE King Rd.

Background:

We have conducted a background investigation and find no reason to deny the request for liquor license.



**Regular Session
Agenda Item No.**

6

Other Business



MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 6. A.**
Meeting Date: May 3, 2016

To: Mayor and City Council

Through: Mitch Nieman, Acting City Manager

Subject: **Code Amendments for Short-Term Rentals,
Vacation Rentals, Bed and Breakfasts, and related
changes**

From: Denny Egner, Planning Director

Date: April 22, 2016

ACTION REQUESTED

Second reading of the ordinance adopting amendments to the Milwaukie Zoning Ordinance regarding short-term rentals, vacation rentals, bed and breakfasts, and related changes.

STAFF RECOMMENDATION

Read the ordinance for the second time to formalize adoption of the amendments.

KEY FACTS & INFORMATION SUMMARY

The City Council held a public hearing on April 19, 2016 and voted 4-1 to approve the proposed ordinance. A second reading is required on May 3 since the vote was not unanimous.

The public hearing on the item is closed.

FISCAL IMPACTS

There are no significant fiscal impacts associated with this ordinance. Staff will return with a follow-up ordinance in the coming months establishing a transit lodging tax.

WORK LOAD IMPACTS

No significant workload impacts are expected.

ALTERNATIVES

None.

ATTACHMENTS

1. Ordinance
Exhibit A: Recommended Findings in Support of Approval
Exhibit B: Proposed Zoning Ordinance Amendments (Strikeout/Underline)
Exhibit C: Proposed Zoning Ordinance Amendments (Clean)



CITY OF MILWAUKIE

"Dogwood City of the West"

Ordinance No.

An ordinance of the City Council of the City of Milwaukie, Oregon to amend Title 19 Zoning to allow and regulate short-term rentals, vacation rentals, and bed and breakfasts, and make related changes associated with commercial lodging uses. (File #ZA-2015-003).

WHEREAS, there currently are no authorized commercial lodging facilities in Milwaukie and it is in the public interest to provide more opportunities for lodging;

WHEREAS, community members have expressed a desire for the City to provide greater flexibility and opportunities so that homes can be used for short-term rentals, vacation rentals, and bed and breakfasts;

WHEREAS, on September 23, 2015, the Planning staff held a worksession with owners/operators of local short-term rental businesses and Neighborhood District Association leaders to discuss the topic of short-term rentals;

WHEREAS, the Planning Commission held worksessions on October 13, 2015 and January 12, 2016 to develop and refine a draft proposal for short-term rentals, vacation rentals, bed and breakfasts, and related changes;

WHEREAS, the Planning Commission held a duly-advertised public hearing on the amendments on February 9, 2016, with notice provided per the requirements of the Milwaukie Municipal Code and the Oregon Revised Statutes, and recommended approval; and

WHEREAS, the City Council held a duly-advertised public hearing with notice provided per the requirements of the Milwaukie Municipal Code and the Oregon Revised Statutes.

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

Section 1. Findings. Findings of fact in support of the proposed amendments to Title 19 are attached as Exhibit A.

Section 2. Amendments. Title 19 Zoning is amended as described in Exhibit B (strikeout/underline version) and Exhibit C (clean version).

Read the first time on _____, and moved to second reading by _____ vote of the City Council.

Read the second time and adopted by the City Council on _____.

Signed by the Mayor on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

Findings in Support of Approval
File ZA-2015-003, Zone Text Amendment for Short Term Rentals, Vacation Rentals, Bed and Breakfasts, and Related Changes

Sections of the Milwaukie Municipal Code not addressed in these findings are found to be inapplicable to the decision regarding this application.

1. The applicant, the Milwaukie Planning Director, has applied for a zoning ordinance text amendment (File ZA-2015-003) to generally provide greater flexibility in the code for short term rentals and for various forms of commercial lodging. The amendments add and revise definitions (MMC 19.201), make changes to base zones to specify where short term rentals and commercial lodging uses are permitted, add new home occupation standards for short term rentals (MMC 19.507.5), and allow guest houses to be used as short term rentals (MMC 19.503.1).
2. The proposed amendments make the following changes to base zone requirements:

Uses Allowed by Base Zone				
Base Zone	Short Term Rental	Vacation Rental	Bed and Breakfast	Hotel and Motel
Low Density Residential				
▪ R-10, R-7, R-5	P (adds use)	CU (adds use)	CU (adds use)	N (no change)
Medium Density Residential				
▪ R-3, R-2.5,	P (adds use)	CU (adds use)	CU (no change)	N (no change)
▪ R-2, R-1,	P (adds use)	CU (adds use)	CU (no change)	N (removes use)
▪ R-1-B	P (adds use)	CU (adds use)	CU (no change)	CU (no change)
Mixed Use Zones				
▪ GMU and NMU	P (adds use)	P (adds use)	P (no change)	P (no change)
▪ DMU	P (adds use)	CU (adds use)	P (no change)	P (no change)
Commercial Zones				
▪ C-L	P (adds use)	P (adds use)	P (from CU)	CU (no change)
▪ C-G	P (adds use)	P (adds use)	P (from CU)	P (from CU)
Key: P – Permitted Outright; CU – Conditional Use; N – Not Permitted/Prohibited; Adds Use – New permitted use to be added; Removes Use – Existing permitted use to be prohibited; No change – amendments make no change to existing use status; From CU – Expands permitted uses with a change from conditional use to permitted use				

3. The proposal is subject to the following provisions of the Milwaukie Municipal Code (MMC):
 - MMC Section 19.902 Amendments to Maps and Ordinances
 - MMC Section 19.1000 Review Procedures
4. The application has been processed and public notice provided in accordance with MMC Section 19.1008 Type V Review. A public hearing before the Planning Commission was held on February 9, 2016 as required by law.
5. MMC Chapter 19.1000 establishes the initiation and review requirements for land use applications. These requirements have been met as follows.
 - a. MMC Subsection 19.1001.6 requires that Type V applications be initiated by the Milwaukie City Council, Planning Commission, Planning Director, or any individual.

The amendment is proposed by the City of Milwaukie and was initiated by the City Planning Director.
 - b. MMC Section 19.1008 establishes requirements for Type V review.
 - (1) MMC Subsection 19.1008.3.A.1 requires opportunity for public comment and review. Opportunity for public comment and review has been provided. Public notice in the form of email to the Neighborhood District Associations, posted notices, and information on the City website have publicized the Planning Commission's hearing on the proposed amendment to encourage comment by any interested party.
 - (2) MMC Subsection 19.1008.3.A.2 requires notice of public hearing on a Type V Review to be posted on the City website and at City facilities that are open to the public. A notice of the Planning Commission's February 9, 2016, hearing was posted at City Hall, the Ledding Library, and the City's Johnson Creek Building Offices on January 8, 2016.
 - (3) MMC Subsection 19.1008.3.A.2 requires notice be sent to individual property owners if the proposal affects a discrete geographic area. The Planning Director has determined that the proposal affects a large geographic area. Notice to individual property owners was not provided.
 - (4) MMC Subsection 19.1008.3.B and C require notice of a Type V application to be sent to Metro 45 days prior to the first evidentiary hearing and to the Department of Land Conservation and Development 35 days prior to the first evidentiary hearing. This notice was sent to both Metro and DLCD on December 17, 2015.
 - (5) MMC Subsection 19.1008.3.D requires notice to property owners if, in the Planning Director's opinion, the application would affect the permissible uses of land for those property owners. Given that the proposal will generally expand the range of uses permitted rather than place limits on existing permitted uses, no Measure 56 notices were sent.
 - (6) MMC Subsection 19.1008.4 and 5 establish the review authority and process for review of a Type V application. The Planning Commission held a duly advertised public hearing on February 9, 2016, and passed a motion recommending that the City Council approve the zoning ordinance text amendment. The City Council held a duly advertised public hearing on April 19, 2016, and approved the text amendment.

6. MMC Section 19.902 Amendments to Maps and Ordinances

- a. MMC 19.902.5.A establishes the review process for zoning text amendments.

The code states that changes to Title 19 shall be subject to Type V review per MMC 19.1008.

- b. MMC 19.902.5.B establishes five criteria (listed below) for approval of changes to the zoning ordinance text. The City finds that the approval criteria have been met for the reasons listed below each of the criterion.

- (1) The proposed amendment is consistent with other provisions of the Milwaukie Municipal Code.

The proposed code amendment creates opportunities for lodging in the community. The amendments allow the use of dwelling units for short term rental purposes provided home occupation standards are met. The amendments also allow bed and breakfasts and vacation rentals in low density areas through the conditional use process. Other amendments are intended to eliminate code conflicts and clarify requirements for other commercial lodging uses. The changes have been carefully crafted to not conflict with any provision of the Milwaukie Municipal Code. All other code provisions can operate and be enforced with this change.

- (2) The proposed amendment is consistent with the goals and policies of the Comprehensive Plan.

Only the goals, objectives, and policies of Comprehensive Plan that are listed below are found to be relevant to the proposed text amendment.

Relevant goals, objectives, and policies include:

Residential Land Use and Housing Element:

- Objective #4 – Neighborhood Conservation states:

To maximize the opportunities to preserve, enhance and reinforce the identity and pride of existing well-defined neighborhoods in order to encourage the long-term maintenance of the City's housing stock.

- Objective #4 – Policy #5 states:

Within Low Density areas, new projects will maintain a single family building bulk, scale and height when abutting existing single family areas, or when abutting a street where existing single family houses face the project.

Economic Base and Industrial/Commercial Land Use Element:

- Objective #2 – Employment Opportunity states:

To continue to support a wide range of employment opportunities for Milwaukie citizens.

- Objective #2 – Policy #4 states:

The City will support home occupations (income-producing activities in the home) as long as these activities do not detract from the residential character of the area.

- Objective #6 – Commercial Land Use states:

To encourage new commercial uses to locate within designated commercial areas of the City, in order to take maximum advantage of existing access and public facilities serving these areas.

Neighborhood Element:

- The Neighborhood Element Goal Statement reads:
To preserve and reinforce the stability and diversity of the City's neighborhoods in order to attract and retain long-term residents and ensure the City's residential quality and livability.
- Objective #1 Neighborhood Character reads:
To maintain the residential character of designated neighborhood areas.
- Objective #1 - Policy 2 reads:
Improve standards for home occupations to ensure that adequate parking and other compatibility measures are provided.

The relevant goals, objectives, and policies are satisfied for the following reasons:

There are no specific Comprehensive Plan policies or objectives that provide clear guidance regarding whether a newly recognized use such as short-term rentals should be permitted in a given zone. Rather, the policies and objectives speak generally about maintaining the residential character of existing neighborhoods and opportunities for employment and home occupations.

The proposed text amendment provides a community benefit by allowing establishment of short-term rentals as an accessory use through the home occupation process. Allowing short term rentals creates opportunities for residents to operate a home business and provide a needed service for visitors to Milwaukie and the region. Home occupation standards require that the dwelling maintain a residential character and not have a negative impact on surrounding properties. Similarly, the proposal would amend the code to allow bed and breakfasts and vacation rentals to locate in residential zones through the conditional use process. The conditional use process is designed to minimize impacts to the neighborhood and ensure that the use is appropriate for the site.

In addition, the proposal recognizes that it is inappropriate to allow the potential for more intense commercial transient lodging such as hotels and motels to locate in any district that is primarily residential including the R-1 and R-2 high density districts.

For these reasons the proposal is consistent with the following goals, objectives, and policies:

Residential Land Use and Housing Element:

- Objective #4 – Neighborhood Conservation
- Objective #4 – Policy #5

Economic Base and Industrial/Commercial Land Use Element:

- Objective #2 – Employment Opportunity

- *Objective #2 – Policy #4*

Neighborhood Element:

- *The Neighborhood Element Goal Statement*
- *Objective #1 Neighborhood Character*
- *Objective #1 - Policy #2*

The proposed amendments also make adjustments to the General Commercial (C-G) and Limited Commercial (C-L) zones by clarifying which types of commercial lodging are appropriate as outright permitted uses and which type should be only permitted through the conditional use process. The proposal allows more the intense uses (hotels, motels, and vacation rentals) as outright permitted uses only in the C-G zone – which is one of the City's most permissive commercial zones. The only commercial lodging allowed outright in the C-L zone would be bed and breakfast uses and vacation rentals. These changes are consistent with the following objectives from the Economic Base and Industrial/Commercial Land Use Element of the Comprehensive Plan (Objective #2 – Employment Opportunity and Objective #6 – Commercial Land Use states) for the following reasons:

- *Commercial lodging uses provide opportunities for employment; and*
- *The proposal results in these uses being located in commercial districts where they can take advantage of existing access and public facilities.*

- (3) *The proposed amendment is consistent with the Metro Urban Growth Management Functional Plan and relevant regional policies.*

The proposed amendments were sent to Metro for comment. Metro did not identify any inconsistencies with the Metro Urban Growth Management Functional Plan or relevant regional policies.

- (4) *The proposed amendment is consistent with relevant State statutes and administrative rules, including the Statewide Planning Goals and Transportation Planning Rule.*

The proposed amendments were sent to the Department of Land Conservation and Development (DLCD) for comment. DLCD did not identify any inconsistencies with relevant State statutes or administrative rules.

Statewide Planning Goal 10 - Housing is addressed in detail in finding #7 below. The proposed amendments do not trigger review under any other state statutes or administrative rules. The changes affect commercial lodging requirements in the City and provide opportunities for individuals to provide short term rentals on residential properties within the community. Vacation rentals and bed and breakfast facilities will be allowed through the conditional use process. Demand for these types of facilities is expected to be limited and will have little or no impact on housing supply. The conditional use process provides a means of ensuring that the bed and breakfasts and vacation rentals do not proliferate to the point of having a negative effect on the community.

The amendments are found to be consistent with the Transportation Planning Rule for the following reason. The proposed text amendment does not impact the transportation system given that any development resulting from the proposed

amendments are small in scale and demand is limited. The primary nature of the changes proposed will allow scattered single family homes in the community to operate as short term rentals through the home occupation process. Under current code language, these properties have the opportunity to be used for home occupations that could conceivably generate higher levels of traffic than what would be expected as a short term rental. Nothing in the code prevents personal service use as a home occupation. These types of uses generally involve numerous trips to and from a business location on a daily basis. Given that home occupations are allowed today, the proposal does not create the opportunity for any more vehicle trips than are currently allowed.

- (5) The proposed amendment is consistent with relevant federal regulations.

Relevant federal regulations are those that address land use, the environment, or development in the context of local government planning. Typically, regulations such as those set forth under the following acts may be relevant to a local government land use process: the Americans with Disabilities Act, the Clean Air Act, the Clean Water Act, the Endangered Species Act, the Fair Housing Act, the National Environmental Policy Act, the Religious Land Use and Institutionalized Persons Act, and the Resource Conservation and Recovery Act. None of these acts include regulations that impact the subject proposal or that cannot be met through normal permitting procedures. Therefore the proposal is found to be consistent with federal regulations that are relevant to local government planning.

7. The following findings are in response to testimony regarding Statewide Planning Goal 10. The City received a letter dated February 9, 2016 from Land Housing Advocates expressing concern that the City had not adequately addressed Statewide Planning Goal 10 in its analysis of the proposed code text amendments. In essence, the letter implies that allowing short term rentals and vacation rentals will diminish the supply of housing in Milwaukie by allowing conversion of housing to commercial lodging.

The City's response follows and includes the following findings:

- a. Rentals provide income to allow people to afford housing. Anecdotal evidence demonstrates that the rental income that is gained through short term rentals allows individuals to afford to own their homes. On February 9, 2016, two individuals testified before the Planning Commission, that revenue from short-term rentals made their housing affordable. This is a point that is also made in many articles about short-term rentals on the internet.
- b. Short-term rentals will have a very small impact on the Milwaukie housing market. In a February 12 email to Milwaukie Planning Director Dennis Egner, Philip Nameny, the City of Portland's planner managing the Portland's short term rental program, estimates that there are approximately 1500 total units being offered as short-term rentals within the Portland city limits. Of the 1500 units, just over 1/3 (about 550) have been processed as legal units. The legal units represent less than a fraction of one percent (0.2%) of the total number of housing units in Portland (265,000 dwelling units

in 2010). If we assume a similar proportion of legal units in Milwaukie, we can expect to have about 18 legal short term rental properties in Milwaukie based on Milwaukie's 9,138 dwellings (2010 census). This small number is within the margin of error for any housing forecasts that have been done for the City of Milwaukie by Metro (see finding 7.e. below).

Local governments, including Milwaukie, have no control over how many short-term rental operators choose to go through the process of getting the required permits for their rentals. Illegal units will always exist and can only be managed through very labor intensive enforcement. The internet brokers (Airbnb and VRBO) have no incentive to assist local governments in the enforcement of local regulations since they get their payments regardless of whether the operation is legal or not.

- c. Vacation rental conversion is likely to be rare and will not impact housing supply significantly. The City's proposal will allow short-term rentals as home occupations for residential dwellings throughout the community. The proposal requires that a resident occupy the home with the short-term rental use for no less than 270 days per year. The proposal also includes provisions for establishing vacation rentals where the owner/occupant is absent or is there for less than 270 days per year. In these cases, an applicant must go through a conditional use process with a required public hearing before the planning commission and public notice sent to surrounding properties. Given the involved process that would be required for a vacation rental conditional use and the overall expected low demand based on the number of short-term rentals in Portland, the impact of vacation rentals on the Milwaukie housing supply is expected to be minimal.
- d. Milwaukie is a small, slowly growing, suburban community with limited growth potential. According to Portland State University population estimate, the City of Milwaukie had a population of 20,485 in 2014. The official year 2000 US census population count for the City was 20,490. Essentially, Milwaukie has seen no population growth for almost 15 years. Over a similar time frame, the number of households in Milwaukie has increased by just over 200 from 8,561 in the year 2000 to 8,764 in 2013. In addition, the number of housing units increased from 8,988 in the year 2000 to 9,095 in 2013 – an increase of only 107 units (Data source: 2000 US Census and the 2013 American Community Survey).

There are a few reasons for Milwaukie's slow growth over the past 13 to 15 years. These include:

- The community is built out. For the most part, Milwaukie is built out and the only development that can occur is through infill and redevelopment.
- The City limits are confined by existing development. Almost all of the land within the City's urban service boundary with Clackamas County is already developed with a full range of urban services including urban levels of water, sewer, park and recreation, and fire protection service provided by special districts. There is no incentive for these properties to annex to the City and redevelop.

- Opportunities for infill development are limited. The majority of the infill opportunities in the city are through small lot partitions that allow the creation of one or two flag lots in the backyard of an existing single family home.
 - Redevelopment opportunities are constrained by market forces. The City recently conducted the Moving Forward Milwaukie project to reexamine commercial zoning in the downtown and central Milwaukie. As part of that project, an economic feasibility analysis examined five redevelopment sites downtown and two in central Milwaukie. The study found that rents in Milwaukie were too low for properties to redevelop without some form of development assistance.
- e. Metro forecasts predict household growth in Milwaukie over the next 25 years. Metro is in the process of updating its forecasts for transportation analysis zones (TAZs). In January 2016, City staff submitted comments to Metro staff regarding preliminary forecasts. Preliminary Metro forecasts for Milwaukie TAZs are included below (note that TAZs do not follow city boundaries exactly):
- | | |
|-----------------------------|--------|
| ▪ 2010 Milwaukie Households | 9,470 |
| ▪ 2015 Milwaukie Households | 9,472 |
| ▪ 2040 Milwaukie Households | 11,068 |
| ▪ 2015-2040 Change in HHs | 1,596 |

The forecast indicates a 17% increase in housing units over the 25-year period. The Metroscope econometric model allocates households to different jurisdictions around the region based on a number of factors including economic factors and land availability. This forecast assumes an increase of approximately 64 households per year over the time period. Despite the lack of development over the past 15 years, this does not seem like an unrealistic number given the City's proximity to downtown Portland and the close-in commute. The key will be to have a strong redevelopment program that can help bridge the financial gaps identified in the Moving Forward Milwaukie study.

- f. The City is preparing a housing needs analysis and updating its comprehensive plan. The background section of housing element of the City of Milwaukie Comprehensive Plan was last updated in the late 1990s. It provides little reliable data that can be used to address housing needs in 2016. Recognizing this, the City of Milwaukie has hired a consultant team to assist the City with a new housing needs analysis that will serve as the basis for updating the housing element of the comprehensive plan. The plan update is envisioned as a three-year process and will include policy analysis and potential map revisions. The upcoming housing needs analysis and corresponding plan amendments will ensure that Milwaukie's diverse housing needs are met well into the future.
- g. There are no legal commercial lodging units in Milwaukie. The City has no record of any legal commercial lodging units within the Milwaukie city limits. There are no hotels or motels and no bed and breakfast establishments. Based on testimony from operators of short-term rentals, there is demand for rentals in Milwaukie and the

renters who occupy short-term rentals help support the local economy by shopping locally and visiting local restaurants.

Conclusion

The City finds that statewide planning Goal 10 is satisfied by the proposal given that there is relatively low demand in Milwaukie for short term rentals and vacation rentals and that the impact on the housing supply will be small. In addition, the majority of rentals made available for visitors will be short-term rentals rather than vacation rentals and in these cases, the short-term rental will help make the residence more affordable for the owner/occupant. Finally, short-term rentals will have the positive impact of bringing visitors to Milwaukie to spend money in local shops and restaurants.

Underline/Strikeout Amendments

Zoning Ordinance

CHAPTER 19.200 DEFINITIONS AND MEASUREMENTS

19.201 DEFINITIONS

"Bed and breakfast" means a hosted form of commercial lodging within a residence. It is similar to a short-term rental, but where on any given evening, lodging rooms are available for rental or rented by three or more different parties. Generally, some food service is provided with lodging.

"Boarding, lodging, or rooming house" means a building or portion thereof without separate housekeeping facilities to be occupied, or which is occupied primarily, by persons paying consideration for sleeping purposes where meals may or may not be provided, and which is not occupied as a single-family unit. Lodging capacity is subject to provisions of the Uniform Building Code.

"Hotel" means a commercial building or portion thereof designed or used for occupancy of transient individuals who are lodged with or without meals, and in which no provision is usually made for cooking in any individual room or suite.

~~"Motel or tourist court"~~ means 1 or more commercial buildings designed or used as temporary living quarters for transients.

"Rooming house." See "boarding house."

"Vacation rental" means a housing unit that is rented out to a single party for a period of less than 30 days in length where there are no primary occupants or where the residents who occupy the unit do so for less than 270 days per year. A vacation rental is considered a form of commercial lodging. It is a primary use and is more commercial in nature than a short-term rental.

Residential Uses and Structures:

"Short-term rental" means a housing unit, an accessory dwelling unit, or a room (or rooms) within a housing unit that is rented out for lodging for a period of less than 30 days in length. A short-term rental is an accessory use to a primary residence and allowed as a home occupation where the residence must be occupied by the owner or operator for no less than 270 days per year. A short-term rental may be hosted (where the primary occupants are present on-site during the rental) or unhosted (where the primary occupants vacate the unit or site during the rental period). For hosted rentals, occupancy is limited to no more than 2 different parties per site at a time (see "bed and breakfast" for rentals to more than 2 parties). For unhosted rentals, occupancy is limited to 1 rental party per site at a time. Short-term rental operators may offer meals to lodgers.

CHAPTER 19.300 BASE ZONES

19.301 LOW DENSITY RESIDENTIAL ZONES

19.301.2 Allowed Uses in Low Density Residential Zones

Table 19.301.2 Low Density Residential Uses				
Use	R-10	R-7	R-5	Standards/Additional Provisions
Commercial Uses				
<u>Bed and breakfast or Vacation rental</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	<u>Section 19.905 Conditional Uses</u>
Accessory and Other Uses				
<u>Short-term rental</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Section 19.507 Home Occupation Standards</u>

19.302 MEDIUM AND HIGH DENSITY RESIDENTIAL ZONES

19.302.2 Allowed Uses in Medium and High Density Residential Zones

Table 19.302.2 Medium and High Density Residential Uses Allowed						
Use	R-3	R-2.5	R-2	R-1	R-1-B	Standards/ Additional Provisions
Residential Uses						
<u>Boarding, lodging, and rooming house</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	<u>Section 19.905 Conditional Uses</u>
Commercial Uses						
<u>Hotel or motel</u>	<u>N</u>	<u>N</u>	<u>CU N</u>	<u>CU N</u>	<u>CU</u>	<u>Section 19.905 Conditional Uses</u>
<u>Bed and breakfast or vacation rental</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	<u>CU</u>	<u>Section 19.905 Conditional Uses</u>
Accessory and Other Uses						
<u>Short-term rental</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>Section 19.507 Home Occupation Standards</u>

19.303 COMMERCIAL MIXED-USE ZONES

19.303.2 Uses

Table 19.303.2 Uses Allowed in Commercial Mixed-Use Zones			
Uses and Use Categories	GMU	NMU	Standards/Additional Provisions
Residential			
<u>Boarding house</u>	<u>CU</u>	<u>CU</u>	Section 19.905 Conditional Uses
Commercial			
Commercial lodging Commercial lodging includes for-profit residential facilities where tenancy is typically less than one month. Examples include hotels, motels, <u>vacation rentals</u> , and bed-and-breakfast establishments. Does not include senior and retirement housing.	P	P	
Boarding, lodging, or rooming house Boarding, lodging, or rooming house generally means a private home where lodgers rent one or more rooms for one or more nights, and sometimes for extended periods of weeks, months, and years. The common parts of the house are maintained, and some services, such as laundry and cleaning, may be supplied. Examples include boarding house and cooperative housing.	CU	CU	Section 19.905 Conditional Uses
Accessory and Other			
<u>Short-term rentals</u>	<u>P</u>	<u>P</u>	Section 19.507 Home Occupation Standards

19.304 DOWNTOWN ZONES

19.304.2 Uses

Table 19.304.2 Downtown Zones—Uses			
Uses and Use Categories	DMU	OS	Standards/ Additional Provisions
Residential			
<u>Boarding house</u>	<u>CU</u>	<u>N</u>	Section 19.905 Conditional Uses
Commercial			
Commercial lodging Commercial lodging includes for-profit residential facilities where tenancy is typically less than 1 month. Examples include hotels, motels, <u>vacation rentals</u> , and bed-and-breakfast establishments. Does not include senior and retirement housing.	<u>P/CU</u>	<u>N</u>	Section 19.905 Conditional Uses (for vacation rentals only)
Boarding, lodging, or rooming house Generally means a private home where lodgers rent one or more rooms for one or more nights, and sometimes for extended periods of weeks, months, and years. The common parts of the house are maintained, and some services, such as laundry and cleaning, may be supplied. They normally provide “bed and board,” that is, at least some meals as well as accommodation.	<u>CU</u>	<u>N</u>	Section 19.905 Conditional Uses
Accessory and Other			
<u>Short-term rentals</u>	<u>P</u>	<u>P</u>	Section 19.507 Home Occupation Standards

19.306 LIMITED COMMERCIAL ZONE C-L

In a C-L Zone the following regulations shall apply:

19.306.1 Uses Permitted Outright

In a C-L Zone the following uses and their accessory uses are permitted outright:

G. Bed and breakfast;

H. Vacation rental;

I. Short-term rental when associated with a legally-permitted dwelling unit;

H.J. Any other use similar to the above and not listed elsewhere.

19.306.2 Conditional Uses Permitted

In a C-L Zone the following conditional uses and their accessory uses are permitted subject to the provisions of Section 19.905:

N. Hotels and motels;

NO. Any other use similar to the above and not listed elsewhere.

19.307 GENERAL COMMERCIAL ZONE C-G

In a C-G Zone the following regulations shall apply:

19.307.1 Uses Permitted Outright

In a C-G Zone the following uses and their accessory uses are permitted outright:

Z. Hotels, motels, vacation rentals, and bed and breakfasts;

AA. Short-term rentals when associated with a legally permitted dwelling unit;

Z. AB. Any other use similar to the above and not listed elsewhere.

19.307.2 Conditional Uses Permitted

In a C-G Zone the following conditional uses and their accessory uses are permitted subject to the provisions of Section 19.905:

G. High-impact commercial businesses, except adult entertainment businesses; hotels and motels are permitted uses (see Subsection 19.307.1.Z);

19.503 ACCESSORY USES

19.503.1 General Provisions

Accessory uses shall comply with all requirements for the principal use except where specifically modified by this chapter and shall comply with the following limitations:

- A. A guesthouse without kitchen facilities may be maintained accessory to a dwelling and may be used as a short-term rental, provided that the guesthouse is not occupied for more than 4 months in a calendar year. A detached accessory dwelling unit approved per Subsection 19.910.1 is not considered a guesthouse.
-

19.507 HOME OCCUPATION STANDARDS

19.507.5 Special Provisions for Specific Uses

Short-term Rentals. A short-term rental is an accessory use to a primary residence and allowed as a home occupation provided the following provisions are met:

- A. The residence must be occupied by the owner or a primary operator for not less than 270 days per year.
-

Proposed Code Amendment

- B. Unhosted rentals (where the primary occupants vacate the unit or site during the rental period) are limited to no more than 95 days per year.
 - C. If a dwelling on a property with an accessory dwelling unit is being used for short-term rental purposes, either the primary residence or the accessory dwelling unit must be occupied by the property owner for not less than 270 days per year.
 - D. A property in a low-density residential zone or any property with a duplex is limited to having 1 short-term rental operating at any given time period.
 - E. At any given time, no more than 2 rental parties (i.e. under 2 separate reservations) shall occupy a dwelling unit used for short-term rental purposes.
 - F. Building code and fire code standards must be met.
 - G. The operator of a short term rental shall register with the City and comply with all relevant requirements of Title 5 of the Milwaukie Municipal Code. The registration process will be used to verify that all code provisions have been satisfied. The right to operate the short-term rental business may be revoked if the owner or operator fails to comply with these provisions or any other home occupation standards.
-

Clean Amendments

Zoning Ordinance

CHAPTER 19.200 DEFINITIONS AND MEASUREMENTS

19.201 DEFINITIONS

"Bed and breakfast" means a hosted form of commercial lodging within a residence. It is similar to a short-term rental, but where on any given evening, lodging rooms are available for rental or rented by three or more different parties. Generally, some food service is provided with lodging.

"Boarding house" means a building or portion thereof without separate housekeeping facilities to be occupied, or which is occupied primarily, by persons paying consideration for sleeping purposes where meals may or may not be provided, and which is not occupied as a single-family unit. Lodging capacity is subject to provisions of the Uniform Building Code.

"Hotel" means a commercial building or portion thereof designed or used for occupancy of transient individuals who are lodged with or without meals, and in which no provision is usually made for cooking in any individual room or suite.

"Motel" means 1 or more commercial buildings designed or used as temporary living quarters for transients.

"Rooming house." See "boarding house."

"Vacation rental" means a housing unit that is rented out to a single party for a period of less than 30 days in length where there are no primary occupants or where the residents who occupy the unit do so for less than 270 days per year. A vacation rental is considered a form of commercial lodging. It is a primary use and is more commercial in nature than a short-term rental.

Residential Uses and Structures:

"Short-term rental" means a housing unit, an accessory dwelling unit, or a room (or rooms) within a housing unit that is rented out for lodging for a period of less than 30 days in length. A short-term rental is an accessory use to a primary residence and allowed as a home occupation where the residence must be occupied by the owner or operator for no less than 270 days per year. A short-term rental may be hosted (where the primary occupants are present on-site during the rental) or unhosted (where the primary occupants vacate the unit or site during the rental period). For hosted rentals, occupancy is limited to no more than 2 different parties per site at a time (see "bed and breakfast" for rentals to more than 2 parties). For unhosted rentals, occupancy is limited to 1 rental party per site at a time. Short-term rental operators may offer meals to lodgers.

CHAPTER 19.300 BASE ZONES

19.301 LOW DENSITY RESIDENTIAL ZONES

19.301.2 Allowed Uses in Low Density Residential Zones

Table 19.301.2 Low Density Residential Uses				
Use	R-10	R-7	R-5	Standards/Additional Provisions
Commercial Uses				
Bed and breakfast or Vacation rental	CU	CU	CU	Section 19.905 Conditional Uses
Accessory and Other Uses				
Short-term rental	P	P	P	Section 19.507 Home Occupation Standards

19.302 MEDIUM AND HIGH DENSITY RESIDENTIAL ZONES

19.302.2 Allowed Uses in Medium and High Density Residential Zones

Table 19.302.2 Medium and High Density Residential Uses Allowed						
Use	R-3	R-2.5	R-2	R-1	R-1-B	Standards/ Additional Provisions
Residential Uses						
Boarding house	CU	CU	CU	CU	CU	Section 19.905 Conditional Uses
Commercial Uses						
Hotel or motel	N	N	N	N	CU	Section 19.905 Conditional Uses
Bed and breakfast or vacation rental	CU	CU	CU	CU	CU	Section 19.905 Conditional Uses
Accessory and Other Uses						
Short-term rental	P	P	P	P	P	Section 19.507 Home Occupation Standards

19.303 COMMERCIAL MIXED-USE ZONES

19.303.2 Uses

Table 19.303.2 Uses Allowed in Commercial Mixed-Use Zones			
Uses and Use Categories	GMU	NMU	Standards/Additional Provisions
Residential			
Boarding house	CU	CU	Section 19.905 Conditional Uses
Commercial			
Commercial lodging Commercial lodging includes for-profit residential facilities where tenancy is typically less than one month. Examples include hotels, motels, vacation rentals, and bed and breakfast establishments. Does not include senior and retirement housing.	P	P	
Accessory and Other			
Short-term rentals	P	P	Section 19.507 Home Occupation Standards

19.304 DOWNTOWN ZONES

19.304.2 Uses

Table 19.304.2 Downtown Zones—Uses			
Uses and Use Categories	DMU	OS	Standards/ Additional Provisions
Residential			
Boarding house	CU	N	Section 19.905 Conditional Uses
Commercial			
Commercial lodging Commercial lodging includes for-profit residential facilities where tenancy is typically less than 1 month. Examples include hotels, motels, vacation rentals, and bed-and-breakfast establishments. Does not include senior and retirement housing.	P/CU	N	Section 19.905 Conditional Uses (for vacation rentals only)
Accessory and Other			
Short-term rentals	P	P	Section 19.507 Home Occupation Standards

19.306 LIMITED COMMERCIAL ZONE C-L

In a C-L Zone the following regulations shall apply:

19.306.1 Uses Permitted Outright

In a C-L Zone the following uses and their accessory uses are permitted outright:

- G. Bed and breakfast;
 - H. Vacation rental;
 - I. Short-term rental when associated with a legally-permitted dwelling unit;
 - J. Any other use similar to the above and not listed elsewhere.
-

19.306.2 Conditional Uses Permitted

In a C-L Zone the following conditional uses and their accessory uses are permitted subject to the provisions of Section 19.905:

- N. Hotels and motels;
 - O. Any other use similar to the above and not listed elsewhere.
-

19.307 GENERAL COMMERCIAL ZONE C-G

In a C-G Zone the following regulations shall apply:

19.307.1 Uses Permitted Outright

In a C-G Zone the following uses and their accessory uses are permitted outright:

- Z. Hotels, motels, vacation rentals, and bed and breakfasts;
 - AA. Short-term rentals when associated with a legally permitted dwelling unit;
 - AB. Any other use similar to the above and not listed elsewhere.
-

19.307.2 Conditional Uses Permitted

In a C-G Zone the following conditional uses and their accessory uses are permitted subject to the provisions of Section 19.905:

- G. High-impact commercial businesses, except adult entertainment businesses; hotels and motels are permitted uses (see Subsection 19.307.1.Z);
-

19.503 ACCESSORY USES

19.503.1 General Provisions

Accessory uses shall comply with all requirements for the principal use except where specifically modified by this chapter and shall comply with the following limitations:

- A. A guesthouse without kitchen facilities may be maintained accessory to a dwelling and may be used as a short-term rental, provided that the guesthouse is not occupied for more than 4 months in a calendar year. A detached accessory dwelling unit approved per Subsection 19.910.1 is not considered a guesthouse.
-

19.507 HOME OCCUPATION STANDARDS

19.507.5 Special Provisions for Specific Uses

Short-term Rentals. A short-term rental is an accessory use to a primary residence and allowed as a home occupation provided the following provisions are met:

- A. The residence must be occupied by the owner or a primary operator for not less than 270 days per year.
 - B. Unhosted rentals (where the primary occupants vacate the unit or site during the rental period) are limited to no more than 95 days per year.
 - C. If a dwelling on a property with an accessory dwelling unit is being used for short-term rental purposes, either the primary residence or the accessory dwelling unit must be occupied by the property owner for not less than 270 days per year.
 - D. A property in a low-density residential zone or any property with a duplex is limited to having 1 short-term rental operating at any given time period.
 - E. At any given time, no more than 2 rental parties (i.e. under 2 separate reservations) shall occupy a dwelling unit used for short-term rental purposes.
 - F. Building code and fire code standards must be met.
 - G. The operator of a short term rental shall register with the City and comply with all relevant requirements of Title 5 of the Milwaukie Municipal Code. The registration process will be used to verify that all code provisions have been satisfied. The right to operate the short-term rental business may be revoked if the owner or operator fails to comply with these provisions or any other home occupation standards.
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MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 6. B.**
Meeting Date: 5/03/16

To: Mayor and City Council
Through: Bill Monahan, City Manager
Alma Flores, Community Development Director

Subject: **Visioning Update**

From: David Levitan, Senior Planner
Denny Egner, Planning Director

Date: April 22, 2016, for May 3, 2016, Regular Session

ACTION REQUESTED

Review and provide feedback on staff's proposed approach for development of the Community Vision and Action Plan.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

February 18, 2016: Visioning consultant Steven Ames gave a presentation on community visioning, including recent visioning projects that he had worked on and the basic tenets of the "Oregon Model" for visioning. Council provided feedback on the potential scope of the visioning process, which Mr. Ames summarized in a March 11 memo.

January 19, 2016: Council asked staff to explore a visioning process that would include an action plan component to address issues that may not fit into the comprehensive plan and to include a more robust outreach element.

December 15, 2015: In a worksession, Council directed staff to initiate a 2 ½ to 3-year effort to update the City's Comprehensive Plan, including a 6-month long community visioning process.

BACKGROUND

At the February 18 2016, Council work session, visioning consultant Steven Ames gave a presentation on the potential components of a community visioning process for the City, which addressed feedback that the Council provided at their January 19 work session. In response to the presentation and questions raised by staff, the Council confirmed that that they supported a Vision Statement that outlines a future vision of the Milwaukie community in the year 2040 and which covers the full range of city services, as opposed to being focused solely on land use and other issues typically discussed in the Comprehensive Plan. Council also expressed their support for creating an Action Plan that details the tasks and actions to help achieve the Vision Statement, which would focus primarily on visioning issues that are not traditionally covered in the Comprehensive Plan. In order to cover the broader scope of city services that will be addressed in the visioning project, the Council was supportive of expanding the originally discussed timeline of six months to approximately nine months.

DISCUSSION

Following the February 18 work session, staff prepared a Request for Proposals (RFP) for consultant assistance in preparing a Community Vision and Action Plan. The Scope of Work outlined in the RFP is based on feedback provided by the Council, recommendations from Mr. Ames, as well as sample RFP's and proposals from cities in Oregon that have recently undertaken visioning projects. Staff issued the RFP in late April, and will be reviewing the proposals in late May. A copy of the RFP is attached to this staff report.

The RFP includes a fair amount of flexibility in the proposed Scope of Work, with consultants encouraged to think of creative ways to engage the entire community and create a Vision and Action Plan that is broadly representative of Milwaukie. Staff is proposing that the project include a Steering Committee to help guide the process, which would be comprised of one or two members of the Council, staff from the Planning Department and City Manager's Office, and several city department heads. Staff is hoping to establish the Steering Committee in May so that the committee may be involved in reviewing respondents' proposals.

In addition to the Steering Committee, a Project Action Group (PAG) appointed by the Council is proposed to help with community outreach and document development. Staff envisions the PAG as fulfilling the Statewide Planning Goal 1 requirement for a Citizen Involvement Committee for the project and the precursor to the Comprehensive Plan Review Committee (CPRC). Chapter one of the current Comprehensive Plan calls for formation of the CPRC when the city is in the process of making major updates to the Comprehensive Plan. If PAG membership were to follow that listed for the CPRC in the current Comprehensive Plan, the PAG would include a representative from the City Council, Planning Commission, Parks and Recreation Board, Milwaukie Center/Community Advisory Board, Public Safety Advisory Committee, the city's seven neighborhood district associations, the business community, and Clackamas County. Upon completion of the visioning process, staff is proposing that PAG members would be offered the opportunity to continue on as members of the CPRC to guide the Comprehensive Plan.

Questions for Council Consideration

Staff is seeking Council direction on the following questions:

1. Is Council supportive of the establishment of a Steering Committee and Project Advisory Group (PAG) for the visioning process?
2. Should the PAG have the same membership as that prescribed for the Comprehensive Plan Review Committee (CPRC), and should PAG members also serve on the CPRC?

CONCURRENCE

No other departments have reviewed this report.

FISCAL IMPACTS

The Planning Department has included funding for a visioning effort in the proposed 2016-2017 budget.

WORK LOAD IMPACTS

It is anticipated that the visioning process will require 1+ Planning Department FTE for the duration of the project. In addition, staff from other departments will be involved in visioning events and action plan development.

ATTACHMENTS

1. Vision and Action Plan Draft RFP
2. Summary Memo from Steven Ames
3. Graphic Illustrating Relationship between Visioning and Comprehensive Plan



CITY OF MILWAUKIE PLANNING DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

COMMUNITY VISION AND ACTION PLAN

INTRODUCTION

The City of Milwaukie is presently accepting proposals from qualified firms for the development of a Community Vision and Action Plan. The Vision will be an aspirational document that relies on community preferences to describe Milwaukie in the year 2040, while the Action Plan will address how the City can achieve the goals and aspirations outlined in the Vision. To accomplish this task, the Milwaukie Planning Department is seeking to hire a consultant to perform tasks outlined in the Scope of Work.

The City is undertaking this visioning process as the first step in updating its Comprehensive Plan. The input received from the community will be used to help identify topics of interest that may be addressed in further detail in the Comprehensive Plan, and to develop goals and policies that help guide future growth and development over the next two decades. In addition, the Vision and Action Plan are anticipated to help guide other City plans, policies, decisions and actions, including the City Council's annual goal setting. As such, a broad and representative public outreach effort that gains participation and input from throughout the diverse Milwaukie community is integral to the success of the project.

SECTION 1: Proposal Submittal and Closing Date

The proposal must be received by the Milwaukie Planning Department by **5:00 p.m. on May 6, 2016**. Electronic submittals will be accepted. Late proposals will not be considered and will be returned unopened to the Proposer.

Proposals should be addressed to:

David Levitan, Senior Planner
6101 SE Johnson Creek Blvd.
Milwaukie, OR 97206
Phone: (503) 786-7627
levitand@milwaukieoregon.gov

SECTION 2: Inquiries

Questions that arise prior to the deadline must be submitted in writing no later than 48 hours prior to the deadline and must be addressed to the Project Manager listed above. As appropriate, questions and answers will be provided to all RFP recipients.

Protest of the contract award must be submitted within seven (7) days of the contract award or issuance of intent to award, whichever is earlier.

SECTION 3: Scope of Work (Please refer to the attached “Community Vision and Action Plan – Scope of Work”)

SECTION 4: Request for Proposal

Information that is required from the applicant as part of the proposal shall include:

1. Project approach

The statement shall include an outline of the objectives and scope of the proposed project and shall describe the proposer's approach to accomplishing the project.

2. Statement of Work and products to be delivered

A clear statement of the services to be performed, the form they will take and what the final product or end result will be. A concise outline delineating the specific tasks to be performed, indicating what will be done, in what sequence and by whom.

3. Qualifications and Experience

Include resumes on each person involved in the project with verifiable references as well as a description of the respondent's organizational framework, special resources, and any other information to demonstrate that the respondent can effectively and efficiently provide the requested product.

Include the number of Oregon governmental organizations the proposer has worked with in performing the type of services covered by this RFP, the range of sizes of those organizations and a brief description of the services provided.

4. Cost proposal

The proposal shall provide an offer to undertake the project as proposed at a quoted cost. A rate schedule shall be provided in case of unanticipated change orders.

5. Project Timeline

A chart designed to illustrate the project schedule.

SECTION 5: Evaluation

The applicant's proposal and capabilities will be judged according to the following criteria:

1. Understanding the problem (20 pts)

The proposal will be evaluated based on the respondent's understanding of the nature of the project, chief issues, types of services necessary to accomplish the work, coordination issues and delivery of stated needs.

2. Project approach (30 pts)

This response will be evaluated to assess the approach that will be applied to accomplish the objectives set forth in the statement of work. This statement of approach must clearly outline how the work will be completed.

3. Individual capabilities and experience with similar projects (35 pts)

The project will be evaluated based on the experience and skills of the applicant and/or staff as they relate to this project, capacity to perform requested tasks and knowledge and experience with local housing issues.

4. Cost proposal (15 pts)

The proposal will be evaluated based upon the completion of the project in a timely fashion and at a competitive cost.

SECTION 6: Contract Language

The City's Personal Services Agreement is included with this RFP to inform proposers of the City's contractual requirements. Any questions or issues with the contract language should be addressed under separate cover and must be included with the proposal. This will be part of the evaluation process, although it is not a weighted score.

City of Milwaukie
SCOPE OF WORK
for a
COMMUNITY VISION AND ACTION PLAN

Project Description

The City of Milwaukie intends to develop a Community Vision and Action Plan that outlines a future vision of the Milwaukie community in the year 2040, and actions that can be taken to help achieve that vision. Development of the Community Vision and Action Plan will be a precursor to a major update of the City's Comprehensive Plan. As such, community engagement that reaches all segments of the Milwaukie community and is consistent with Statewide Planning Goal 1 is integral to the success of the project.

Milwaukie is a city of just over 20,000 residents, with a network of 7 strong neighborhood district associations that meet monthly and a strong local job base. The City has undertaken a number of planning efforts in recent years, including the recently completed Moving Forward Milwaukie project, which can provide additional context for issues that the City is facing and priorities that have been identified. The City is currently preparing a Goal 9 Economic Opportunities Analysis (EOA) and Goal 10 Housing Needs Analysis (HNA), which will be completed by July 2016.

With the recent opening of the Orange Line Light Rail and rapidly increasing housing prices, Milwaukie is a community that is growing and evolving. As part of the Community Vision and Action Plan, the city is interested in assessing the city's future through the lenses of sustainability, equity, and livability (see Scope of Work item #3 for more detail).

Estimated Start Date: June 2016

General Scope of Work Assumptions

The following five categories in the Scope of Work outline the City's minimum requirements for respondents to address in their proposals. The City is open to additional project components and methodologies that have proven successful in community visioning efforts. The proposal should be clear in the specific tasks, hours, costs, schedule, and responsibilities (consultant vs. City staff) for each component and task in the scope of work. Following the selection of a consultant, the City expects for the consultant to meet with City staff and the Steering Committee (discussed in more detail in Scope of Work item #1) to assist in finalizing project roles and priorities.

The City is aiming to complete work on the Community Vision within 6-8 months, and complete work on the Action Plan within 12 months. The City has budgeted \$75,000 as well as 1.0 FTE of staff time for development of the Community Vision and Action Plan, which includes a Senior Planner to serve as Project Manager. Proposals should assume that the City's Project Manager will be responsible for coordination and communication with the City Council and the project's committees (discussed further below), coordination of process/meeting logistics and support, and oversight of consultant work. Consultant expertise is needed for community

engagement, committee meeting and event facilitation, marketing and branding, survey research, website/social media, and development of the Vision and Action plan documents. The City is committed to developing a project-specific website that has the ability to incorporate a wide variety of social media platforms and engagement tools, which the City would host but for which it would require assistance in developing content and managing.

1: Project Management and Identification of Roles

As noted, the City will have a Project Manager as part of 1 FTE dedicated to the project, and will be responsible for coordination and communication with the City Council and Steering Committee, coordination of process logistics and support, and oversight of consultant work. The consultant will be responsible for the development of a community engagement program, meeting/event facilitation, marketing/branding, survey research, website/social media content, and development and graphic design of the Vision and Action Plan documents (further requirements for these individual tasks are included later in this RFP). The proposal needs to be clear in identifying the consultant's role on specific tasks and the cost/deliverables associated with those tasks.

City staff is proposing that the following groups and committees will be involved in the visioning process, and has identified the anticipated consultant support that each group will require. Respondents are welcome to comment on the proposed structure based on their experience with other visioning efforts.

- **Steering Committee:** The Steering Committee will guide the visioning process, including helping to identify opportunities for community involvement, keeping the full City Council updated on the project, and reviewing work products. The Steering Committee will include staff from the Planning Department and City Manager's Office; one or two City Council members; and several city department heads. City staff will be responsible for supporting most Steering Committee meetings, but respondents should budget for attending at least two meetings.
- **Project Advisory Group:** The Project Advisory Group (PAG) is designed to be the Statewide Planning Goal 1 citizen involvement advisory committee, and the precursor to the Comprehensive Plan Review Committee, which the city's existing Comprehensive Plan calls for creating for major updates to the Comprehensive Plan. The PAG will be responsible for advising on the content and language of the Vision and Action Plan and helping with community outreach. The PAG will include representation from the Planning Commission; City Council; Parks and Recreation Board; Milwaukie Center/Community Advisory Board; Public Safety Advisory Committee; the city's 9 neighborhood districts; the city's business community; and Clackamas County. Members of the PAG will be invited to continue as members of the Comprehensive Plan Review Committee. The consultant will be responsible for supporting and facilitating the PAG meetings, and working with city staff to prepare materials for each meeting.
- **Technical Advisory Group:** The Technical Advisory Group (TAG) will be comprised of city department heads and other agencies as needed, including the North Clackamas Parks and Recreation District, Clackamas County, ODOT, DLCD, and Metro. City staff will support the TAG without assistance from the consultants.
- **Project Management Team:** The Project Management Team (PMT) will be a subset of the

Steering Committee, and include staff from the Planning Department and City Manager's Office as well as the consultants. Regularly scheduled meetings, primarily by phone and as frequently as weekly, will serve to keep the process moving forward and identify short term PMT member tasks.

2: Stakeholder Identification, Outreach, and Community Engagement

The City's Project Manager and Steering Committee will assist consultants with identification of, and provide contact information for, the diverse set of stakeholders in the Milwaukie community that should be involved in the development of the Vision and Action Plan. The consultant will be responsible for developing and implementing an inclusive and creative community engagement process that is appropriate for an inner-ring suburb of 20,000 residents that combines traditional engagement (community events, open houses, NDA meetings, etc.) with a robust website and social media presence. City staff, including the Project Manager, Public Affairs Specialist, and Community Programs Coordinator, will be available to assist with community engagement.

The consultant should address how they plan to engage community members that are traditionally under-represented in visioning and planning efforts, including a summary of efforts that have been successful in other jurisdictions. The Steering Committee will review the proposed Public Engagement Plan and offer local insight and potential scope refinements.

The proposal shall include specific details on the number and type of proposed meetings/events, website and social media platforms, and other engagement/outreach tools, which will be summarized in a Public Engagement Plan. The proposal shall identify specific tasks that require assistance from city staff and Steering Committee members. Staff will be available to provide insight on topic areas of particular interest to the community in recent years. A preliminary list includes housing, transportation, natural resource protection, public safety, resilience, arts, governance, neighborhood communication and NDA structure, growth management, and downtown development/revitalization.

Consultant Products:

- a. Public Engagement Plan that summarizes stakeholders, online and social media efforts, open houses, community meetings and events, and other engagement efforts

3: Incorporating Sustainability, Equity, and Livability

The proposal shall make recommendations on how the topics of equity, livability, and sustainability can be framed and incorporated into the development of the Community Vision and Action Plan, and how these interests may intersect or conflict when developing the Vision and Action Plan. The City has identified the quadruple bottom line as a potential framework, one which evaluates not just the city's economic stability and prosperity, but also the city's commitment to sustainability and environmental stewardship, social equity, and the city's cultural landscape.

4: Development of the Community Vision

Working with the Steering committee, the consultant will evaluate and analyze the information gained through the public engagement process to identify and develop a structure and important components for the Community Vision. Working with the Project Manager and Steering Committee, the consultant will be expected to draft a Community Vision document, which will include identification of a vision statement, goals, and priorities for the community, as well as recommendations on how the Vision can be incorporated into future planning projects, Council goal setting, and other city efforts.

The vision statement should provide context and direction for the City's Comprehensive Plan update, in regards to how the community envisions Milwaukie will grow and develop over the next 20 years. The consultant will support the Project Manager in presenting a draft Vision Statement to the Steering Committee and the City Council, for review, discussion, and ultimate adoption. Upon adoption by the City Council, the consultant shall provide the City with the final document. The consultant is expected to provide graphic design services for the document. The City is seeking a document with a design and structure that will be easily accessible on the city website.

Development of the Vision should be based on the Oregon Visioning Model, or another proven model that achieves similar results, that is based on the following components:

- Background information that is easily understood and graphically oriented, incorporating data from recent city documents such as the Economic Opportunities Analysis and Housing Needs Analysis as well as data from other city services, such as police, public works, and the arts;
- An identification of current trends and an assessment of community input regarding the city's direction and prospects, and potential changes to respond to community feedback; and
- A methodology that synthesizes information collected through workshops, community events, and online tools into topic areas for the vision, and a process for the community to review, revise, and ultimately validate the identified vision.

Consultant Products:

- a. Memo summarizing the major themes/categories of ideas identified during the public outreach process, and how these will be presented in the Vision Statement and Action Plan
- b. Vision 2040 Document (Vision Statement, Goals and Priorities)

5: Development of the Action Plan

The consultant will incorporate information regarding the capabilities and capacity of the City and identified stakeholders to develop an achievable Action Plan the community ideals identified in the Community Vision. The Action Plan shall identify priority goals and action items that will

help fulfill the Vision identified by the community. The City is interested in goals and action items that integrate both short- and long-term projects, and that are based on a set of quantified metrics that can measure achievement of these goals.

Short and long-term action plan items may rely on individual organizations or partners, or a combination of partners that are responsible for each item in order to actively achieve the goals and priorities. The short-term plans shall include, at a minimum, identification of goals and actions to be accomplished in the first five years of the Vision horizon.

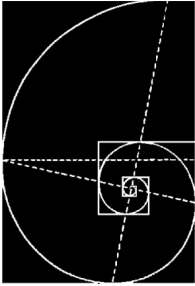
Actions should be tied to Vision themes and should identify who has responsibility for the goals and action items. The city is seeking to identify, develop, and measure specific and quantifiable metrics that can assess progress on achieving the vision and associated goals of the community. These metrics should be easily accessible and replicable on an ongoing basis so that the visioning process can be maintained and updated in future years.

Development of the Action Plan shall be done in a way that allows for a seamless transition into the City's Comprehensive Plan Update. It is anticipated that the visioning process will identify a number of ideas and concepts that will result in detailed discussion and policy additions or amendments in the Comprehensive Plan, while other topics won't fit well within the typical construct of a Comprehensive Plan. It will be important for ideas and concepts that don't fit into the Comprehensive Plan to be featured prominently in the Action Plan. The consultant shall also address how ideas identified in the Action Plan can be incorporated into the Comprehensive Plan Update.

The consultant will present a draft Action Plan to the Steering Committee and the City Council, for review, discussion, and ultimate adoption. Following the City Council's approval of the Action Plan, the consultant will provide the City with the final document. The consultant is expected to provide graphic design services for the document. The City is seeking a document with a design and structure that will be easily accessible on the city website.

Consultant Products:

- a. Vision 2040 Action Plan, including metrics to evaluate progress towards achieving identified goals
- b. Summary memo on how to incorporate Action Plan items into the Comprehensive Plan Update process



Steven Ames Planning

MEMORANDUM

To: Dennis Egner, Planning Director, City of Milwaukie, Oregon
From: Steven Ames, Principal, Steven Ames Planning, Portland | Bend, Oregon
Re: Findings & Recommendation, City of Milwaukie Community Visioning Process
Date: March 11, 2016

Overview

This memorandum is submitted by Steven Ames, Principal of Steven Ames Planning, to the City of Milwaukie regarding the City's interest in conducting a community-based long-range planning process to create a vision and action plan for the City and community. It offers a series of findings on this topic, as well as recommendations as to how the City might proceed.

Background

Recently, I was engaged by the City of Milwaukie to advise as to how it could approach the design and implementation of a visioning project for the city. As part of this assignment, I had several conversations with City Planning Director, Denny Egner and other City staff, as well as with Mayor Mark Gamba. I also met in an informational session with the Milwaukie City Council on February 18. This meeting included a presentation by me on the community visioning process, guiding principles, case studies, and potential benefits of such an undertaking for the community.

As a result of this dialogue, I've developed a good understanding of City's intentions in proceeding with a visioning process, the likely framework for such a process including its timeline, public engagement and areas of focus, the relationship between such a process and current/anticipated activities that are part of the City's upcoming update of its comprehensive land use plan, and some of the opportunities and possible constraints for the City in proceeding with a visioning process. These are addressed in the recommendations at the end of this memo.

Key Findings: Milwaukie City Council, Mayor and City Staff

Below are some of my key findings developed as a result of my discussions and interactions with Milwaukie City Council, the Mayor and City Staff:

City Council:

- **Comprehensive Visioning Process.** Council has clarified its thinking about a visioning process for the City of Milwaukie. It believes the City needs more than a one-paragraph vision (and

the sort of visioning exercise that would produce that kind of vision). Rather, Council is interested in a comprehensive visioning process that addresses the full range of city functions (i.e., more than simply land use and transportation), actively engages citizens, sets preferred long-term directions, and catalyzes City action in the near term.

- **Precursor to Comprehensive Plan.** Council believes a visioning exercise would be a valuable and instructive precursor to the update of the City’s comprehensive land use plan. Therefore, it thinks the timeline for completion of the comprehensive plan can be extended to accommodate a comprehensive visioning exercise.
- **Incorporation of Action Planning Element.** Council also believes that the visioning process should result in some kind of action plan that will guide other City plans, policies, decisions and actions going forward. It would also like the vision and action plan to inform Council’s annual goal setting sessions.
- **Extensive Community Engagement.** Council would like any engagement of the public to reach out and connect with all groups in the community, taking advantage of newer communication tools and strategies (web, social media) to accomplish this. It also would like to bring in individuals and groups that have not traditionally participated in City dialogues.

Mayor:

- **Timing and Alignment with Comprehensive Planning Process.** The Mayor thinks the visioning process could be delivered in a fairly compressed timeline (e.g., 9 months) and that the action planning portion of the process could possibly overlap or be conducted in tandem with the comprehensive plan update.
- **Sustainability Overlay.** The Mayor is very interested in sustainability being advanced through all City plans, policies and programs. As such, he likes the idea of using the “triple-bottom line” (TBL) notion of sustainability (addressing economic, environmental and community-based elements of sustainability) as a possible framework or overlay for the visioning process and its outcomes. (I have recommended the City’s consideration of a “quadruple bottom line” which adds the element of “culture” to the TBL framework.)
- **Community Education.** The Mayor is also interested in using the visioning process to help educate the community on important issues and choices facing the City and to inspire them about its potential to innovate. For example, he is a fan of the “pattern language” process used previously by the City, where citizens identified physical aspects of the city that they felt worked particularly well and wished to emphasize going forward.

City Planning Staff:

- **Visioning Process Design Elements.** Once general parameters for a visioning process are defined, City staff is eager to determine the specifics of the visioning process design, i.e., proposed visioning activities, public involvement and communication strategies, timelines, costs, staffing and consulting assistance, outcomes and products, etc. Staff also would like to determine how the City Council, Mayor and Staff would integrate a vision action plan into ongoing City work.

- **Building on Previous/Concurrent Planning Efforts.** Staff also recognizes that there a number of specialized planning efforts completed or underway that are driving the future of the City. These activities collectively would provide valuable information for the visioning process, as well as a partial framework for the resulting vision and action plan. They include: (1) light rail and transit station development; (2) Moving Forward Milwaukie (urban renewal district downtown); and (3) ongoing Comprehensive Plan research (economic analysis; housing needs).
- **Identifying Key Framing Questions.** Key “framing questions identified by Staff include:
 - How broad or narrow should the process be in terms of the scope of its content (i.e., a “whole-of-community” focus or more growth/development/planning-centric focus)?
 - How extensive should the geographic coverage of the process be (i.e., City limits proper or City limits plus unincorporated areas adjacent to the city)?
 - What urban services should be incorporated into the conversation (i.e., City-provided services only or City-provided plus other urban services)?
 - How will the project be staffed and what kind of consulting assistance will the City require (Staff-led v. staff-led with targeted assistance v. turnkey consulting project)?
 - What kind of citizen committee and/or working groups will guide and direct the process?
 - Who should be partners in implementation of a vision action plan (i.e., City only or City and other community partners, including government, business and civic organizations)?

Recommendations

Given these inputs, I have developed a preliminary set of recommendations to guide the framing of a visioning process, set the stage for overall process design and, ultimately, inform decisions on staffing, consulting assistance, etc. Many of these recommendations reflect preferences expressed by the City, but have been elaborated upon to provide more context. These recommendations make some basic assumptions about the process, for example, that it would include both a vision and an action plan, and that it would be designed to fully integrate with and inform the City comprehensive plan update.

- **Broad Whole-of-Community Focus.** The visioning process should have a broad “whole-of-community focus regarding its content – meaning that it addresses a full range of topics relevant to future of the city. Typically, a whole-of-community process addresses topics like growth and development, economy, environment, health and safety, education, arts and culture, and governance and engagement. This broader focus can be customized to include relevant (or dis-include irrelevant) subtopics. Additionally, the process might place growth, development/redevelopment and transportation issues nearer to the “center” of the visioning conversation in order to connect its outcomes more directly to the comprehensive plan update. (I can provide good examples of such an approach.)
- **Narrow Geographic Focus.** The process should confine its purview to the city limits of the City of Milwaukie. This will keep the conversation engaged around citizens and residents of the City proper and focused on those topics and issues that are most relevant to their future. More external topics that affect and impact the City proper might be brought into the conversation to the extent that they need to be addressed in the resulting vision and plan. This may include topics like urban services provided by non-City service-providers, such as the North Clackamas Parks and Recreation District.

- **Representational and Participatory Engagement.** The process should rely on citizen engagement that is both “representational” (i.e., reflecting key expertise, perspectives and capacities in the community) and participatory (i.e., engaging the wider public in a comprehensive and proactive way). Both types of engagement are essential. Together they make the content of a vision and plan more robust and rigorous, while creating the public buy-in that gives the City the confidence to move forward it implementing its plan over time.

For the City of Milwaukie, representational engagement would be reflected in a project steering committee, vision drafting committee and/or action planning team. (Note the use of the term “representational” as opposed to “representative”; this means emphasizing knowledge, skills and capacities, rather than interests and positions.)

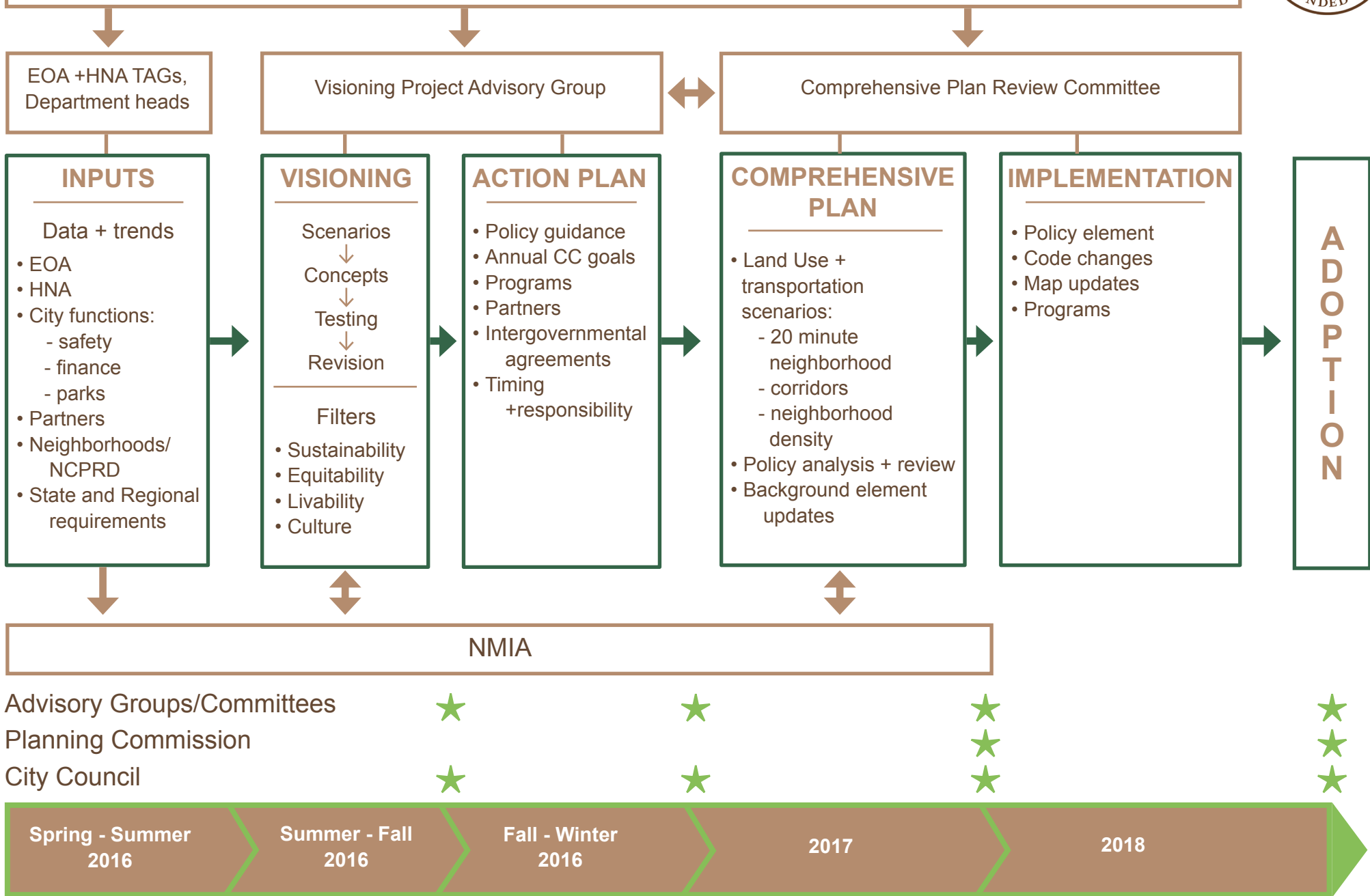
Participatory engagement, on the other hand, would involve a range of public involvement activities designed to reach the greatest number of citizens, including targeting of traditional non-participants and harder-to-reach demographics. This could include a customized menu including general public outreach, stakeholder interviews, online surveys, workshops and open houses, website and social media, and more.

It is also strongly recommended that the process include a front-end emphasis on education of the public (e.g., through a public forum), as well as specific place-based activities that focus on the central topic of growth and development.

- **Moderately Compressed Timeline.** The process should be designed to be delivered in a moderately compressed timeline, recognizing that a goal is to still have a comprehensive community conversation. All things being equal, a process that takes 9-12 months is recommended, depending on a number of specific factors. Variations would take into account the launch date of the process, its alignment with the overall community calendar (summer months, for example, are typically not good for intensive public engagement activities but very good for general outreach or report drafting), and the degree of integration of action planning into the process.
- **Project Staffing and Consulting Assistance.** The process should be managed by a City staff person, including overall management of the project, communication with the Council and Mayor, coordination of process logistics and support, and oversight of consultant work. It is assumed this assignment would be a 0.75-1.0 FTE. Consultant assistance should be elicited for areas requiring technical advice that does not exist at the City. This may include long-range planning and community engagement expertise, as well as marketing/branding, survey research, and website and social media. These services may be found in one consultant/consulting team, or in a number of providers. All things being equal, it is not recommended that the City treat the project as a complete “turnkey” consulting contract.
- **Branding and Marketing.** The process should be well branded and marketed, especially in its early outreach stages. With the goal to include as many citizens as possible, a well-crafted project name, logo, tagline and style-sheet for publications, flyers, websites, etc., along with an outreach and communications plan, will help the project compete in the marketplace for public attention and ensure greater engagement and participation.



MILWAUKIE COMMUNITY MEMBERS



★ Key decision points