



CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

REVISED AGENDA

CITY COUNCIL – REGULAR MEETING

Troutdale City Hall - Council Chambers
219 E. Historic Columbia River Hwy. (Lower Level, Rear Entrance)
Troutdale, OR 97060-2078

Tuesday, December 13, 2016 – 7:00PM

Mayor

Doug Daoust

City Council

David Ripma
Corey Brooks
Larry Morgan
Glenn White
Rich Allen
John Wilson

City Manager

Craig Ward

1. **PLEDGE OF ALLEGIANCE, ROLL CALL, AGENDA UPDATE.**
2. **PRESENTATION:** A presentation recognizing Mayor Daoust, Councilor Wilson, Councilor Brooks, and City Manager Craig Ward for their service to the City of Troutdale. Craig Ward, City Manager & Mayor Daoust
3. **CONSENT AGENDA:**
 - 3.1 **MINUTES:** November 15, 2016 City Council Work Session and November 22, 2016 City Council Regular Meeting.
 - 3.2 **RESOLUTION:** A resolution authorizing the City Manager to execute an Intergovernmental Agreement with the Port of Portland, the City of Fairview and the Oregon Department of Transportation for the provision of right-of-way services associated with the 40 Mile Loop: Blue Lake Park – Sundial Road project.
 - 3.3 **RESOLUTION:** A resolution approving an Intergovernmental Agreement with the City of Gresham for expanded building inspection services.
 - 3.4 **MOTION:** A motion to appoint Wood Village Councilor Tim Clark as the Alternate on the Joint Policy Advisory Committee on Transportation (JPACT).
4. **PUBLIC COMMENT:** Public comment is limited to comments on non-agenda items. *Remarks shall be limited to 5 minutes for each speaker unless a different time is allowed by the Mayor. The Mayor and Council should avoid immediate and protracted response to citizen comments.*
5. **PUBLIC HEARING / ORDINANCE (Introduced 11/22/16):** An ordinance to provide a procedure to request a building number different from the uniform system adopted by the City of Troutdale, granting authority to the Building Official to determine a building number and providing a process for appeal. Steve Winstead, Building Official

6. **REPORT:** A report on plan review scoping for the Columbia River Gorge Commission.
*Krysteyna Wolniakowski, Executive Director,
Columbia River Gorge Commission*
7. **PRESENTATION/REQUEST:** An update on the Troutdale Weir Improvement Project and a request for funding assistance from the Sandy Drainage Improvement Company (SDIC).
Tanney Staffenson, SDIC Board Director
8. **PRESENTATION:** A presentation on the status of the proposed comprehensive update to the Troutdale Development Code from the Planning Commission in preparation of the future public hearings.
Tanney Staffenson, Planning Commission Chair
9. **RESOLUTION:** A resolution revising and updating the Columbia Cascade Enterprise Zone Program Policy.
Erich Mueller, Finance Director
10. **DISCUSSION:** A policy discussion for an extended Enterprise Zone Agreement for a fourth and fifth year for a potential project in the Troutdale Columbia Cascade Enterprise Zone.
Erich Mueller, Finance Director
11. **MOTION:** A motion to offer defense of pending litigation. *Ed Trompke, City Attorney*

12. STAFF COMMUNICATIONS

13. COUNCIL COMMUNICATIONS

14. ADJOURNMENT

Doug Daoust, Mayor
Dated: December 12, 2016

City Council Regular Meetings will be replayed on Comcast Cable Channel 30 (HD Channel 330) and Frontier Communications Channel 39 on the weekend following the meeting - Friday at 4:00pm and Sunday at 9:00pm.

Further information and copies of agenda packets are available at: Troutdale City Hall, 219 E. Historic Columbia River Hwy. Monday through Friday, 8:00 a.m. - 5:00 p.m.; on our Web Page www.troutdaleoregon.gov or call Sarah Skroch, City Recorder at 503-674-7258.

The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to: Sarah Skroch, City Recorder 503-674-7258.

DRAFT

Agenda Item #3.1
12/13/16 Council Meeting

MINUTES

Troutdale City Council - Work Session
Troutdale City Hall – Council Chambers
219 E. Historic Columbia River Hwy
Troutdale, OR 97060-2078

Tuesday, November 15, 2016 – 7:00PM

1. Roll Call

Mayor Daoust called the meeting to order at 7:01pm.

PRESENT: Mayor Daoust, Councilor Ripma, Councilor Brooks, Councilor White, Councilor Allen and Councilor Wilson.

ABSENT: Councilor Morgan (excused).

STAFF: Erich Mueller, Finance Director; Ed Trompke, City Attorney and Kenda Schlaht, Deputy City Recorder.

GUESTS: See attached.

2. Discussion: Options for Interim City Manager coverage for January through April 2017.

Erich Mueller, Finance Director, states this is a work session that was scheduled as a follow up to the discussion Council had at the prior Council meeting. There was a question raised about Mr. Ward leaving at the end of the year.

Mayor Daoust states excuse me, Erich. Zane, did you have something to say?

Zane Sparling, Gresham Outlook, states I know it's not on the agenda but I was hoping to address the Council tonight. I have a comment about the relationship between the press and Council.

Mayor Daoust asks, can you do that individually with us? It's really not part of the agenda tonight.

Zane Sparling responds I was hoping to speak to all of you.

Mayor Daoust states there is really no public comment period tonight but go ahead.

Ed Trompke, City Attorney, states because it's not on the agenda we shouldn't have any discussion or consideration of the comments.

Zane Sparling states I want to speak to you tonight regarding some posts on Facebook and Rich Allen's post. A lot of times I'll walk into a room and I know nothing about what's

going to go on. I see the City Officials who have been somewhere for 20 years and I know there's going to be this perception that I'm there to mess things up or get in the way. Those things are probably true to some extent. What I wanted to say is that I saw this comment on Rich Allen's post from Paula Goldie, who used to work for the City, about you should all cancel your subscription. In my opinion, the role of the press is to glorify City Government. I know that Brian Cooper or Rich or John or Corey when I got something wrong with the issues they don't feel like they're being praised and put on a pedestal. But my job, and I believe I'm the only person in the County that does this, is to hang on your word to write down what you say and what you do matters. The reason that I can be given that position for whoever it is because we have a print newspaper that funds my position. I may be a very bad reporter and I won't try to argue that I am or not. I want you all to know that when you see a comment saying cancel your subscription to The Outlook because it's a bad paper, no one reporter and no one article and no one issue is worth that because without the local newspaper there would be no one whose job is to simply report on specific occurrences in the City. You all know what The Oregonian used to look like and how thick it was and if you see a print copy today you know how thin it is. I keep hoping that someone like Paul Wilcox or Rob Canfield could start up a blog that could be impartial. It's hard to do. It's hard to be completely unbiased. I'm not trying to apologize or excuse mistakes or unfair coverage I just want to let you know when you see someone saying cancel your subscription it's very damaging to the paper. If The Outlook goes away I don't think there would be anything to replace it.

Ed Trompke states this is a non-agenda item so it would be better not to discuss.

Councilor Ripma states we could see if anyone wants to speak. It would be fair.

Mayor Daoust states let's not get carried away with this. Go ahead, Erich.

Erich Mueller states the question had come up of how and who would be covering the City Manager position between the time Mr. Ward left at the end of the year and the time a successor City Manager ultimately had gotten through the entire recruitment process and arriving here to start. There was some discussion by Council and some discussion with Mr. Ward as well and the request was that there needed to be a work session to talk about how the Council wanted to approach addressing the need for an interim City Manager. That's why this meeting was scheduled and as I outlined in the staff report there's 4 basic options. Option A would be to extend Mr. Ward's contract until such time as the new permanent City Manager has been selected and hired. Option B would be to attempt a brief recruitment of various interim City Managers that are available and interested. I had contact with a handful of them going back to July that had an interest in exploring the position if that's a direction Council wants to proceed. Option C is a "flex-time" option from Ron Garzini who was the Interim City Administrator before Mr. Ward came on board and has served in 3 other cities on more than one occasion. The other option is to designate a Department Head to cover since there was no one in the spot. I need direction from Council as to what they would like to do for the vacancy as of January 1.

Councilor Ripma states I have favored getting an interim City Manager. I think it's a good idea. That is the option that I favor. Mr. Garzini, while I have nothing against him personally, I do believe he is conflicted unless the client he worked directly for chooses to withdraw any business before the City.

Mayor Daoust states I have a question of staff. What would it take to extend Mr. Ward's employment?

Erich Mueller responds it's a matter of negotiating a document and change some of the dates in the existing separation agreement assuming that Mr. Ward is willing to extend his employment.

Councilor White asks, what is the final date of Craig Ward's contract?

Erich Mueller responds December 31st.

Councilor White states my preference would be that we get a Department Head to cover and overlap with Craig and then continue on with our recruitment process. I would like that person to be Judge Ray Young. I think he might have some interest. I haven't talked to Ray so he may decline but I know he has a legal background, he knows everybody and I think he would cover quite nicely.

Councilor Ripma asks, any idea if he's interested?

Councilor White responds I don't know so we would have to ask him. My thoughts would be if not, then to get someone from the League of Oregon Cities like we did last time. I agree with Dave's comments about Ron. He was excellent. Unfortunately he's also been serving at a capacity with somebody with pending business before the City so I think he is conflicted out.

Councilor Wilson states as a matter of consistency within the City and somebody that knows every aspect of what is going on with the City I would prefer that Craig stay on staff. He is the one who can walk through each issue that the City is having and would be the most knowledgeable about moving forward for the next 4 months especially when the final person is chosen. He will be able to train that person better than bringing in somebody from the League of Oregon Cities or having Judge Young who doesn't really have an involvement within the City workings. Craig would be the best choice moving forward for the City. Maybe not for each one of you individually but for the City that is the best choice. If you guys are here for the City, that's the choice you should make.

Councilor Allen states my concern is that we're mid-November. December is right around the corner and I would like to have overlap. I don't know if Ray Young is interested but I do know that he has a legal background and I've observed that he has good judgement. It seems to me that if he's willing and we can bring him aboard to work with Craig and transfer knowledge then I would like to have more than one person at the helm right now. We have important business going on right now.

Erich Mueller states I want to clarify that the reservations raised about Ron Garzini and a former client, he has not performed any work for them for more than 2 years.

Councilor White states I was here when Ron Garzini was here and Dave Nelson was transitioning out and Ron basically needed Dave for about 3 days and that was to get introduced to everybody and get brought up to speed on everything. Ron was one of the best Administrators we've ever had. I have nothing but high regard for Ron. It's unfortunate that it wouldn't look good to have Ron in the position.

Councilor Ripma states I think 5 or 6 weeks of overlap would be plenty.

Mayor Daoust states I'm familiar with all these options and all the people. I talked to Ray Young. Not about this but I talked to him about his interest in putting in for City Manager. He had not decided whether he would do that or not. Ray is well respected but I don't know if he would want to be the interim. I don't know if he decided to apply for that position. He may not want to apply. I know Ron Garzini really well because I was on Council with him. The only issue I have with Ron is the part-time schedule. I'm leaning towards keeping Craig on for a lot of different reasons. There is one big issue that I'm really concerned about and that is we have a major developer coming into TRIP (Troutdale Reynolds Industrial Park) and Craig has been the lead contact with that developer for quite a few months now and it's not over. It will continue into next year as far as being alongside them and making sure that things go smoothly as they come into the City. I'm talking a major developer. There is a non-disclosure agreement with the company that is coming in so I'm limited as to what I can say. It's a project that we all should be concerned about that would add a lot to the City. Craig has been in front row of that. I don't want to take any chances with having a new person come in. Not that a new person couldn't take things up and do the best they could but you know if a developer's looking at coming into a city they don't like change. They don't like things to be unsettled in the middle of a process. That is my main reason. Craig has been the main contact person and just the continuity of the City operations it's obvious that Craig Ward is the best choice. We've talked to him and he is willing to stick around.

Councilor Ripma states the retirement of Craig at the end of December has been public knowledge for months. A developer interested in the property, that is all secret and I know nothing about, is not a reason to decide that they can't work with someone else. With Craig it's what we agreed to and Craig agreed. I'm happy to entertain option B with the staff approaching Ray Young. I'm also okay with staff approaching the League of Oregon Cities for other candidates. Secret knowledge is not enough to sway me and it shouldn't be enough to sway the public that we need to change what has been publicly announced for a long time and for very good reasons. Let Craig have his vacation.

Mayor Daoust states he is willing to stay on as has been mentioned.

Councilor Wilson states the best interest of Troutdale citizens and the City of Troutdale would be to keep Craig on so there would be consistency in what is going on with the TRIP property as well as the day to day operations of the City.

Councilor Ripma states I respectfully disagree.

Erich Mueller states in terms of potential other candidates I have a couple of names that I've gotten from the League of Oregon Cities. I have 2 other interims that I had contact with and one was the final City Manager of the City of Damascus who is currently serving with Clackamas County now in an administrative role and he has expressed an interest in the position and then several of you have met during the time period after Samantha Nelson left Fairview before Mr. Nolan Young started the interim that they had during that time Christy Wurster and she's currently finishing up another interim assignment in another city. She has also expressed an interest in the interim position.

Mayor Daoust states that is interesting. I wasn't aware that Christy Wurster was interested. She was the interim at Fairview for a while and was very well respected in Fairview for the job she did in the interim period. I have heard things about the Damascus person too.

Erich Mueller states I wanted to mention those since part of the discussion was considering the reference of the League of Oregon Cities. I do know that both Gene and Christy have both been in contact with me about what has the Council decided to do.

Councilor White states my preference would be to go with option B and offer it to Ray Young. I would like to have Ed Trompke's input on this selection process as well.

Ed Trompke states I do have a potential conflict and need to disclose that I represented the former City of Damascus City Manager personally and don't feel it would be appropriate for me to sit on a decision making body to recommend or hire for that position because he's a former client for a real estate transaction.

Councilor Ripma states I favor Glenn's idea if that's workable. Approach Ray Young and if he's not interested go to option B and have staff consult potential available interims from the League.

Mayor Daoust states I don't agree with that. You're kind of downplaying this secrecy thing, Dave. You guys don't know as much as I do and Craig does but it's nothing to downplay. I would like Ed to talk about a non-disclosure agreement.

Ed Trompke states it's not that there's one non-disclosure agreement it's that there are 2 non-disclosure agreements. There is one non-discloser agreement with the developer and one which is much more restrictive of what can be said with the entity itself that is very interested in pursuing development within the City of Troutdale down in the TRIP area. The Port of Portland did a very good job of recruiting and have kept it very quiet also as has the real estate developer. It is the kind of transaction that will have a significant revenue impact on the City's tax rate, it has significant employment impact in the area and housing impact. In my opinion it would be surprising if it doesn't continue to fruition. I think that stumbling blocks like having the City Manager retire in the middle of it is problematic. That opinion was voiced in at least one of the conference calls that they need continuity and they need to have the knowledge passed in a clean handoff. I can't say

that Craig just leaving would kill the deal but it sets a tone if nothing else and it could lead to being bumped off the list of places that they want to go into. It is a big transaction and it is a real transaction and it's not to be trifled with.

Councilor Ripma states that's why we're providing the overlap by hiring an interim and having Craig work with an interim. I know of no transaction that a confident person who is experienced in the law or experienced in city management can't understand it and carry on with an overlap of a month. While I understand what you're saying, it isn't a reason. We're providing the overlap that I think is needed.

Councilor Brooks states this is a question in regards to timeframe because it looks like the extension would go 90-120 days. What's to say that this transaction is not completed by then? Then where are we at?

Councilor Ripma responds the same place we are now.

Mayor Daoust states I would think it would be prudent to have Craig stay in place until we get a permanent City Manager. That is common sense that most cities would do.

Councilor Ripma states that's still a handoff from one City Manager to another. I know nothing about this transaction but I know enough to know that it isn't going to kill a deal if it's a good deal for the City. I am confident for the good of the City.

Ed Trompke states I think commitment will be made in the next 90-120 days that will be very important. That's what I'm looking at for continuity. 90-120 days is the critical time.

Councilor Ripma states we heard that for years on the Urban Renewal.

Mayor Daoust states don't downplay this.

Councilor Ripma states I will not support option A.

Councilor Allen states what's important to me is to have continuity and have overlap with Craig and somebody that we can bring on sooner than later to transfer knowledge. Preferably someone that we trust and known to have good judgment. I think a month would be good enough. I do like the idea of Ray Young if he's available because I trust him and I know that he's got a good head on his shoulders. I know that he and Craig work together. It always makes me nervous to have somebody who is exiting be in charge of a major deal. I would rather have the person exiting to be training somebody else as well. I would rather have more people involved rather than fewer. I prefer option D or B.

Mayor Daoust states when it comes to negotiating with a developer it's the relationships that matter.

Councilor Allen states it is and I think there's risk in somebody whose end game is to be leaving. I feel better if that person is there and a new person that can provide continuity. Especially if it's somebody that I trust their judgment.

Mayor Daoust states it should be settled in the next 90-120 days and that's why I'm pushing for Craig to be here. I would feel much more comfortable if Craig stayed in place. This is not a personal thing with me. I'm talking about the relationship he has with the Port of Portland and the developer. The Port of Portland would like to keep Craig on. That's why I'm expressing my opinion about option A to keep that tone positive with the Port and with the developer.

Ed Trompke states Council is going to have to approve several steps of this in the very near future.

Councilor Ripma states so it really won't matter who the City Manager is. It has to come to us.

Councilor Brooks states I can definitely understand continuity with Craig. I know that relationships are extremely important. I like the idea of an overlap. I would actually suggest a longer overlap to make sure that relationship is continued.

Mayor Daoust states I would like the Council not to discount Christy Wurster if we're going to go with an interim. I have heard nothing but good things about Christy when she was at Fairview. If she's available. I don't know if Ray Young is available. Christy has been a City Manager so she has some experience.

Erich Mueller states from listening to the discussion I was going to make a suggestion for your consideration. Staff could approach Ray Young, Christy, Gene and the others and make arrangements for resumes and potentially to have an evening on November 29th to have them come in for interviews. The Council could interview the potential interims that are interested. You would have resumes in advance to read over and have an opportunity to evaluate the potentials. If you decide at the end of that meeting that you decide you want to keep Craig on that's still an option.

Mayor Daoust states I want to finalize whether Craig is on the table or off the table tonight. I know how Dave feels. Do you want to keep Craig on or not?

Councilor White responds I don't think any multi-million dollar deal is so volatile that one person retiring would blow that deal. My preference would be to ask Ray Young. If Ray is not available I would rather reach outside of the close knit area of Fairview or Damascus. I would like to get somebody that is not politically affiliated with the City of Troutdale to step in.

Mayor Daoust asks, Rich, do you want to keep Craig Ward on?

Councilor Allen responds I like what Erich suggested as far as interviewing. I have always felt that it's not a good idea to have short timers negotiating valuable deals. Sometimes you get a rare person and they do a good job even though they're leaving but most of the time it seems like people get disinterested. I feel more comfortable if we could get somebody on that we can trust and can work with Craig.

Councilor Brooks states I definitely want to have some options. I like having Christy as an option and I like Erich's suggestion for the 29th of November.

Councilor Ripma states staff can approach Ray Young to participate in that and let us know if he's interested.

Councilor Wilson states I have known people who are leaving companies that want to leave a legacy and do a bang up job of trying to get negotiations and contracts finished. I do believe that Craig Ward would be one of those people that would want to leave a legacy behind.

Mayor Daoust states he'll get credit for it. John and I are the only ones that want to keep Craig Ward on from what I'm gathering.

Councilor Ripma states I think we've given staff direction.

Councilor Allen states if Ray were available I would take him in a heartbeat.

Councilor Ripma states we can decide that on the 29th.

Mayor Daoust states I like Ray Young a lot and I know him very well. He's never been a City Manager. I couldn't pick a better, nicer guy but he's never been a City Manager and Christy has. She's not in Fairview anymore. She's not invested in this area like you may think she is. It seems a little odd that we would go with someone who has never been a City Manager. And it may seem a bit odd to the developer coming in.

Councilor White states I'm sure the Port has an extensive team of professionals working on this project. If we ask Ray Young and he wants to do it, we can start immediately and not wait until the 29th to do interviews and wait for somebody to give notice. Ray has a lot of skills and I wouldn't underestimate him.

Councilor Brooks states I don't think we should disregard Christy. She is obviously interested in the position.

Councilor Ripma states I would say approach Ray and if he's not interested then we go with the interviews of the other options.

Councilor Allen states I would do that.

Councilor White states I agree.

Mayor Daoust states I guess the consensus of the Council, aside from John and myself, is that most of the Council wants to approach Ray Young to be interim City Manager starting as soon as possible with some overlap with Craig Ward. If Ray does not want to do it my suggestion is to go with Christy and ask her if she's available.

Councilor Allen states if Ray is not interested then we should do the interviews on the 29th.

Councilor Ripma states that's the direction I was giving. If Ray is not interested then we do interviews with other available options.

Councilor Brooks states we should reach out to Ray right away.

Erich Mueller states as I understand it, my direction is to approach Ray Young and if he is interested to serve as the interim City Manager to move toward negotiating an agreement with him to do so to a date that is mutually agreeable as soon as reasonably possible. If he is not interested or not available then to proceed with arranging for other interims that have interest to interview with the Council hopefully on November 29th.

Councilor Ripma states very good.

Councilor White states I would appreciate an attempt to broaden that search for the 29th. Make another attempt.

4. Adjourn

MOTION: Councilor Ripma moved to adjourn. Seconded by Councilor White. Motion passed unanimously.

Meeting adjourned at 8:07pm.

Doug Daoust, Mayor

Dated: _____

DRAFT

ATTEST:

Kenda Schlaht, Deputy City Recorder

DRAFT

MINUTES
Troutdale City Council – Regular Meeting
Troutdale City Hall – Council Chambers
219 E. Historic Columbia River Hwy.
Troutdale, OR 97060

Tuesday, November 22, 2016 – 7:00PM

1. PLEDGE OF ALLEGIANCE, ROLL CALL, AGENDA UPDATE.

Mayor Daoust called the meeting to order at 7:01pm.

PRESENT: Mayor Daoust, Councilor Ripma, Councilor Brooks, Councilor Morgan, Councilor White and Councilor Allen.

ABSENT: Councilor Wilson (excused).

STAFF: Craig Ward, City Manager; Ed Trompke, City Attorney; Steve Winstead, Building Official; Susan Skroch, City Recorder and Ed Trompke, City Attorney.

GUESTS: See Attached List.

Craig Ward, City Manager, states there are no amendments to the agenda.

2. CONSENT AGENDA:

2.1 MINUTES: October 25, 2016 City Council Regular Meeting.

2.2 RESOLUTION: A resolution approving the appointment of Raymond Young as Interim City Manager and authorizing a City Official to negotiate and execute a temporary employment agreement.

2.3 RESOLUTION: A resolution vacating a utility easement that is no longer needed due to the relocation of utilities and dedication of public rights-of-way associated with the Gateway Estates Subdivision.

Councilor Morgan states I will pull agenda item 2.2, if the Mayor will allow it, for public comment. If that's not the case then we can proceed.

Mayor Daoust states I will allow that. We'll vote on approving consent agenda 2.1 and 2.3.

MOTION: Councilor White moved to approve items 2.1 and 2.3 on the Consent Agenda. Seconded by Councilor Allen. The motion passed unanimously 6-0.

Mayor Daoust asks, is there any discussion from Council on agenda item 2.2?

Councilor Allen states I looked it over and it looks good to me. I was wondering about the phasing of responsibilities.

Mayor Daoust states in my brief discussion with Ray Young, if this indeed goes forward, he's indicated a desire to work with Craig Ward right away.

Craig Ward states Erich Mueller has had more interaction. I have met with Mr. Young and we have talked considerably. It's complicated because the title of City Manager and the authority given to City Manager is broad. There are a lot of different codes and a lot of different aspects. The notion of handing over that responsibility to a person with virtually no training, which is the case, it would be awkward for our codes and it would be particularly awkward and confusing for the staff. Right now the transition is to occur January 1st as I understand it. I'll take care of coverage during any absences that may occur before that date.

Rob Canfield, Troutdale resident, states I would like to speak on the appointment of City Manager. As Mr. Ward pointed out, someone coming in cold with no experience at all as a City Manager I think is awkward and fraught with challenges for the City. I would ask that the City Council provide an alternate to the choice of Mr. Young. Mr. Young is a fine judge and a fine attorney. I think the City would be better served and deserves someone who has at least a little bit of experience in city administration. Perhaps one of the staff members who has already worked with the City Council on policy issues, someone who already has experience with financial management. I noticed in the staff report that one of the options was possibly asking Mr. Ward to stay for another 90-120 days until the new City Manager can be hired. If that's an option I would suggest the City pursue that option.

Paul Wilcox, Troutdale resident, states I would like to second what Mr. Canfield said. I was at the work session last week when this was discussed and I have some serious problems with this whole process. It was almost like a type of nepotism to me. I was in agreement with Mayor Daoust and Councilor Wilson on this and retaining Mr. Ward if he was willing. This whole decision was like a no bid, no interview choice and just picking somebody with no background in the field. I looked into Fairview's experience with replacing Samantha Nelson and they hired an experienced City Manager. She stayed on the City payroll for 7 months. I can't see having someone without the necessary background being on the City payroll who really isn't qualified in my opinion.

Councilor Allen states I appreciate the public comments. I want to be fair to Judge Young. He has been involved with the City for I believe for over 30 years. I think it's a stretch to think that a municipal court judge has no knowledge of municipal code. I do believe he has qualifications.

Councilor White states I would like to say that all of our existing Department Heads will still be here. As far as financials, Erich Mueller will still be here in his active duty. Judge Ray Young has 32 years of knowledge of the City. We replace Craig quite often when he goes on vacation for up to 2 weeks at a time with a Department Head. We are still going forward with the head hunter who is actively seeking applicants. This is like a place saver with someone that knows the City and knows it quite well and someone that we trust.

Councilor Morgan states Councilor Allen brought up a good point with the municipal code. This is a question for Ed Trompke. Since he is the acting judge will he be able to rule on decisions that affect specifically the municipal code?

Ed Trompke, City Attorney, responds legal ethics would prohibit a person from sitting as a judge in a matter in which is also a part of City Manager. Most of the actions in the city court are brought in the name of the City so as Chief Administrator officer he wouldn't be allowed to hear those cases. Ordinarily the answer would be no you can't do both in anything that has to do with interpreting city codes.

Councilor Ripma states Troutdale does have a backup Municipal Court Judge who would be stepping in to do Judge Young's job as judge. I was delighted to hear his name put forward. A very knowledgeable lawyer and he will do an excellent job and I trust him. I fully favor the consent agenda item 2.2 and would make a motion that we adopt it.

MOTION: Councilor Ripma moved to approve item 2.2 on the Consent Agenda. Seconded by Councilor White.

VOTE: Councilor Morgan – No; Mayor Daoust – Yes; Councilor White – Yes; Councilor Allen – Yes; Councilor Ripma – Yes and Councilor Brooks – Yes.

Motion passes 5-1.

3. PUBLIC COMMENT:

Will Knight, Troutdale resident, states I have with me Jon Brown, also a Troutdale resident and we're here tonight regarding the Public Safety Advisory Committee and we wanted to come in and shamelessly promote a Toy Drive we're putting on for the next 3 weekends at Wood Village Walmart on Saturdays and Sundays 10am-4pm and also Black Friday. Also December 3rd at 10:00am we are having the Star Wars group come in. They have a working R2D2 robot, Chewbacca will be there and all the characters. Also, as official representatives for the Citizens Advisory Committee (CAC), the CAC has been notified by some citizens and city staff that the event permitting process may be really complicated and sometimes frustrating for all those involved. The CAC would like to take the opportunity to review this process and see if we may be able to suggest improvements that would help make it an easier more streamlined and less burdensome process for both citizens and city staff. We are here tonight to ask the Council to please direct the CAC to review this process and bring back to Council any suggestions we may have for improvement.

Councilor White states I want to compliment you on the Toy Drive. It's been a huge success. I want to mention to the CAC that they have every right to bring forth agenda items without our approval. I think it's great to see that kind of work.

Mayor Daoust states I'm good with the CAC looking at the permitting process.

Councilor Allen states I also support it. I know that Rip Caswell said something about permitting at one point so you may want his input as well.

Diane Castillo White, Troutdale resident, states I wanted to say that Rich Allen is a good man. Rich has an awesome family, his wife Carol is a special needs teacher for Reynolds High School. Rich Allen is a man of very much integrity and I am saddened, disgusted and

appalled with the huge multi-faceted effort to inundate negative, slanderous and hurtful efforts at Rich Allen's campaign. Thousands of dollars were spent on a double sided flyer with lies against Rich Allen that were mailed to Troutdale residents and handed also to households. Pop-up ads were inundated with a smear campaign attack called therealrichallen.com. A false article was printed in the Oregon Catalyst and was also published on the GOP site as well as We Love Troutdale. Negative campaigns and elections are very, very effective. When the statements are true that's one thing but when they're lies I believe they should be addressed. I love going door to door and meeting the good people of Troutdale. They want to talk about issues and what's going on in Troutdale. It's really sad when you go door to door and ask if you can answer anything about Troutdale and they say "Hey, tell me about the dog". That was so hurtful. This was disgusting. People don't understand what this does to families. And for Mr. Casey Ryan to only say it was hurtful to the family and that was it, no apology. I was also spoken of in Facebook addressing about how politics have gone to a new low, I heard a Councilor's wife threatened businesses. That's a lie and I welcome anybody at any time to come talk to me. Then for you, Doug, to comment, "I wonder whose wife that is". I would have more integrity for that man if he had an issue and came and talked to us. I was looking forward to going to forums and meeting him and having discussions. There was no opportunity to do so. Each of you are responsible for your words spoken and for what you bring to the table. I am disgusted. It should be policy based that people are coming together and discussing issues at hand. This was disgusting. Negative campaigns work.

Paul Wilcox, Troutdale resident, states in January there will be a city event which generally occurs every 2 years, the swearing in of new or re-elected City Councilors and Mayor, which only occurs every 4 years. The Troutdale City oath of office includes, at the very end, the phrase "so help me God". Being religious, or attesting to belief in a supreme being, should not be a requirement or public expectation of those sitting on a government body. By including the phrase, an unnecessary and inappropriate assumption is being made about the elected official. Fairview, for example, does not include the phrase in their oath of office, and I would respectfully request that it be stricken from Troutdale's as well. I might add that the Oregon Legislature recently overwhelmingly passed SB 1595, related to those testifying before these bodies, that the presiding officer "may administer oaths or affirmations to witnesses in any proceedings under their examination".

Bruce Wasson, Troutdale resident, states I would like to rebut Paul's request to take under God out of the Pledge of Allegiance. The U.S. Supreme Court has said that it is perfectly legal for a public body as such as this to use that phrase in the Pledge of Allegiance. Taking it out denies our culture and our background and our heritage as a nation.

Paul Wilcox states that's not what I was asking.

Bruce Wasson states it doesn't matter. You're still denying that. I object strenuously this Council not do that. Our heritage is a Christian heritage. We are not a Christian nation but it was found upon those principles and our founders and past politicians of 200 years of history have proven that fact.

4. PUBLIC HEARING / ORDINANCE (Introduction): An ordinance to provide a procedure to request a building number different from the uniform system adopted by the City of Troutdale, granting authority to the Building Official to determine a building number and providing a process for appeal.

Steve Winstead, Building Official, states you've had the chance to look over the ordinance that our legal counsel has put together and it appears to me that it addresses the issue that we did not have before. That issue was giving the Building Official latitude to addressing and getting off of the grid we currently have. It also has an appeal process where if a property owner does not agree with the Building Official they can go before the City Council.

Mayor Daoust asks, am I to assume, given this ordinance that the City is going to go ahead and renumber a bunch of addresses?

Steve Winstead responds the assumption is that sometime in the future that will happen. We're not anxious to go through citywide renumbering at all this point. We're going to be looking at each subdivision coming in and then making decisions at that point.

Mayor Daoust asks, if new development and if people move would it be done then also?

Steve Winstead responds it's going to be on a case by case basis.

Councilor Allen states that's better for flow. Do we still charge people to bring things to the City Council to appeal?

Ed Trompke states that's for land use code.

Councilor White states I think the main thing is the assurance that we're going to make every effort to not change somebody's address that has lived there for 30 plus years and go through that hardship of having to notify everybody and worry about who they may have missed.

Councilor Ripma states I'm concerned that it says that if you have a non-conforming number that you would like to change, the remedy is to have the owner appeal. You're also requiring that the owner release the City from liability for any claims related to having a non-conforming number and an indemnification agreement on third party claims. I was thinking when the original issue came up was that you would try not to change anybody's existing number. This is just providing an appeal. It doesn't seem like there's an effort to try not to change an existing number. You're going to overlay the grid and anybody that's non-conforming could be forced to change their address. This doesn't feel like it's fixing the problem.

Ed Trompke states this fits inside the existing code. The existing code provides what the numbers are supposed to be and directs the Building Official to make corrections when necessary. This grants authority to the Building Official not to make that change if the land owner doesn't want it changed. At the same time it says if somebody doesn't change their number and if an ambulance is called for an emergency the City doesn't want to be held

responsible for the ambulance not being able to find the house because it isn't where it's supposed to be based on the GPS systems that exist.

Councilor Ripma states as a citizen and a person that has lived in the same house for 30 years, if a new number assigned is to it and who knows, an ambulance might not be able to find it because of that. What I wanted was not to require people to change numbers. Before we vote on it next time, could we see what the language of this indemnity and release looks like? Could you bring that to the next hearing? I appreciate that you're going to try to not change numbers. I thank you for that.

Ed Trompke responds sure. We just don't want to expose the City to any risk that it doesn't need to be exposed to.

Steve Winstead states this is the first of two hearings and there will be a second one and we'll provide that for Council.

Mayor Daoust opens the public hearing 7:36pm.

Bruce Wasson, Troutdale resident, states in all fairness, Mr. Trompke, this ordinance does not address the issue. The issue is the City's Building Department has arbitrarily said that my address will be changed based on a grid that they put on there and this phony argument about GPS is just that. This Council, several months ago, directed the Building Department to correct my address back to 150. I have here a stack of papers from at least a half a dozen organizations that has received an address change. I talked to the Post Office and they did not receive a retraction letter from the Building Department as they were directed to do. I have kept track of the hours that I have spent on this and so far it's been around 45 hours. That includes hours for Mr. Stan Neuffer across the street at 149. I think this whole ordinance that was originally passed should be rescinded in kind. There is no reason for this ordinance at all. The tone of the original letter signed by Jodi Rogers really irritated me and I have kept my anger down but it's getting to the point now where if something isn't done to completely stop this I may have to take other action. This arbitrary, capricious action by the City Building Department has really rubbed me wrong. The City should never treat its people this way. I speak for Stan Neuffer who has been there 57 years. I was up at the claims department today at the Veteran's Administration and they do not have the change of address yet. They have official correspondence that has to come to me. I thank the Council for their consideration in this. I as a citizen will not be treated this way by a government agency in my city.

Mayor Daoust states I'm really sorry that you've had to go through all of this. We all are. We had that 2004 ordinance that created this numbering system. It was 12 years ago that we put that in place.

Bruce Wasson states 12 years ago it would have made sense. But in today's electronic age it makes no sense.

Mayor Daoust states with respect to the Council, once we heard your story a few months ago we went to staff and said this needs to be changed. We need a new ordinance to soften up and have appeal rights. Unfortunately some of the wheels started turning on your

particular case which we certainly are sorry for. This ordinance we have in front of us is meant to straighten up and correct what a Building Official may take upon themselves to do. It's meant to bring the City Council into the appeals decision so that we're not getting carried away changing people's addresses.

Bruce Wasson states my suggestion would be to repeal the 12 year old ordinance and say the Building Official can issue new addresses but they need to make sure that emergency services has all of these correct addresses.

Mayor Daoust states the 12 year old ordinance sets things up so we can orderly number new subdivisions.

Bruce Wasson states making people go through an appeal process like that is time consuming that a lot people don't have time for. I would appreciate if you would direct that the Building Official issue a rescind letter within 2 weeks to everybody they sent it to originally and give me a copy of it. That way if I do have to deal with someone like the Veteran's Administration or credit reporting agencies then I have some backup.

Steve Winstead states I'll make sure there is a rescinding letter that I'll sign myself to this gentleman that I'll have out tomorrow.

Councilor White states I know staff's goal is to improve our grid and I understand the reasons why there are some discrepancies. A solution might be to flag a property that you would like to see changed when a sale occurs or a transaction occurs. That would be an appropriate time to make an address change.

Mayor Daoust closes the public hearing 7:47pm.

Councilor Ripma states I have a question for staff. Are we required to use this grid overlay? Is it state law?

Steve Winstead responds it was the original 2004 ordinance that was established. It is a County grid system. Under the ordinance that was written we didn't have a choice.

Councilor Ripma asks, are we the City of Troutdale required to install a grid system by ordinance like this? Or could we choose not to?

Steve Winstead responds you the City have that decision of creating your own grid system.

Craig Ward states we will need a grid system. Whether it's the County's grid system or not doesn't really matter too much except it would be really nice if people followed a consistent pattern. That's what we're charged to do and that's what our ordinance obligates us to do. Until we change our ordinance we have no choice but to do that.

5. STAFF COMMUNICATIONS

Craig Ward, City Manager, states this Thursday and Friday is the City's Thanksgiving holiday and non-emergency city facilities will be closed both days. December 6th is the mid-year

Budget Committee and on December 13th will be the only December Regular Council meeting. The December 27th meeting, as of now, is planned to be cancelled.

6. COUNCIL COMMUNICATIONS

Councilor Morgan states Happy Thanksgiving to everybody.

Mayor Daoust states the Tree Lighting Ceremony is on Friday, December 2nd. I had to make a change in my schedule so I am not going to be there to MC as Mayor. Does anybody on the Council want to MC?

Councilor Ripma states yes, I will MC the ceremony.

Mayor Daoust states that is December 2nd at 5:30pm at Mayor's Square. They usually provide you with a script to follow. On December 6th we have our Budget Committee mid-year meeting at the police facility at 7:00pm. It's usually good information mid-year to find out how we're doing with the City budget and projections into the future. On December 14th all the Mayors in the Portland Metro region, 24 cities, get together once a month in Tualatin and discuss all kinds of topics. I'm going to take Casey Ryan with me. The last thing I have is the JPACT (Joint Policy Advisory Committee on Transportation) for Metro. I'm obviously not going to be on that and Tim Clark from Wood Village has been the first to raise his hand to be the alternate. Shane Bemis is the representative and I'm currently the alternative. The Charter and the way it's written for JPACT is the 3 small Cities decide on who they want to run for the representative or the alternate. Shane Bemis, Gresham Mayor, has the final say. They get to approve what the 3 small Cities vote on. It's a 2 year term and it starts in January and this is for the alternate. Tim Clark has already said he wants to be the alternate. If we want to propose another candidate we could. We don't have to. We could say we're okay with Tim and go forward.

Councilor Allen states Tim Clark would be a good choice. I have a lot of respect for him.

Councilor Morgan states I second that.

Councilor Ripma asks, is he aware that Shane doesn't go so he would have to go?

Mayor Daoust responds yes.

Councilor White states if there's not a time constraint I would rather wait until the election results are in. My preference would be to wait until everybody is sworn in. I don't have a problem with Tim Clark I just want to have as much opportunity as possible for the new Councilor's coming in to decide if they want to be involved in JPACT.

Mayor Daoust states we don't have the affordability of putting it off too long. I would be willing to talk to Zach Hudson to see if he wants to be on JPACT but I would not recommend a new Councilor jumping into JPACT.

Councilor Morgan states Tim is my recommendation.

Councilor Ripma asks, could this be on the next consent agenda?

Mayor Daoust states sure, we have another meeting in December. I would recommend we go with Tim Clark.

Councilor White states I want to offer my condolences to the Wilson family and hopefully we can do a card and flowers. I want to wish everybody a happy and safe Thanksgiving.

Councilor Allen states Happy Thanksgiving.

Councilor Ripma states regarding Paul Wilcox's request regarding "so help me God" I was sworn into the bar of United States Supreme Court 2 years ago and they offered us these magnificent certificates. They gave us the choice of saying the "Year of Our Lord" or not. It was our choice for the person getting sworn in and they would deliver it either way. It might be appropriate to ask the new Councilors getting sworn in that night what they would like it to say.

Ed Trompke, City Attorney, states Section 25 of the City Charter says, "Oath, before taking office an officer shall swear or affirm that he or she faithfully will perform the officer's duties and support the laws of the City of Troutdale, State of Oregon and the United States". That is an option that is allowed in either case because the Charter allows it.

Councilor Ripma states I also wish everybody a Happy Thanksgiving.

Councilor Brooks states I offer my condolences to Councilor Wilson's family. I would like to thank Jon Brown for coming in and talking about the Toy Drive. I'm looking forward to that. Happy Thanksgiving.

7. ADJOURNMENT

**MOTION: Councilor Ripma moves to adjourn. Seconded by Councilor Morgan.
Motion passed unanimously.**

Meeting adjourned at 8:05pm.

Doug Daoust, Mayor

Dated: _____

DRAFT

ATTEST:

Kenda Schlaht, Deputy City Recorder



CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: A Resolution authorizing the City Manager to execute an intergovernmental agreement with the Port of Portland, the City of Fairview and the Oregon Department of Transportation for the provision of right-of-way services associated with the 40 Mile Loop: Blue Lake Park - Sundial Road project

MEETING TYPE:
City Council Regular Mtg.

STAFF MEMBER:
Travis Hultin, Chief Engineer

MEETING DATE:
December 13, 2016

DEPARTMENT:
Public Works

ACTION REQUIRED:
Consent Agenda - Resolution

ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:

PUBLIC HEARING:
No

N/A

Comments:

STAFF RECOMMENDATION: Adopt the Resolution; Authorize execution of the IGA

EXHIBITS:

- A. Map of Proposed Trail Connections

SUBJECT / ISSUE RELATES TO:

- Council Goals
 Legislative
 Other (describe)
 Council Goal 10: Pursue the connection of the 40-Mile Loop Trail.

ISSUE / COUNCIL DECISION & DISCUSSION POINTS:

- ◆ It is a goal of the City Council to pursue connection of the 40-mile loop trail.
- ◆ A multi-agency partnership has been formed with funding from the Metropolitan Transportation Improvement Program (MTIP), a federal-aid transportation funding program, to construct remaining segments of the 40-mile loop trail in the north industrial area of the City.
- ◆ The Port of Portland has voluntarily taken the lead local agency role for the overall execution of the project.
- ◆ The City Council has approved two previous IGA's within the last six months dealing with other aspects of the partnership and the project, including funding for the project.
- ◆ The Port, Troutdale, and Fairview do not possess the required certification to perform right of way services for federal-aid projects, so it is necessary for the Oregon Department of Transportation to furnish right-of-way and easement acquisition services to ensure such

Reviewed and Approved by City Manager:

acquisitions are accomplished in compliance with federal-aid rules and to ensure timely and effective coordination of such activities across the partner jurisdictions.

- ◆ This IGA enables the State of Oregon to provide easement acquisition services necessary to complete the project and to transfer such easements to Troutdale and Fairview, as respectively applicable, upon completion of the project.
- ◆ This IGA does not obligate the City to any costs associated with the services provided under this IGA, or any costs associated with the project that would be additive to the City's previous commitments under the previous project IGA's.

BACKGROUND:

The MTIP grant funded 40 Mile Loop: Blue Lake Park to Sundial Road project has been in the planning stages for several years now. This project will construct the remainder of the 40-mile loop trail atop the Sandy Drainage Improvement Company levee in Fairview and Troutdale, as well as the remaining segment along the Sandy River from the existing levee trail to Harlow Road. This project is in the City's Parks Master Plan and Capital Improvement Plan. The City of Fairview was the lead agency on this project initially, but Fairview subsequently abdicated that role and the Port of Portland stepped in to take that lead. Throughout the process, the City has remained an active partner in the project.

This is a multi-agency partnership, federal-aid project, and for the last couple of years the Port, ODOT and the various partners, including Troutdale, have been working on the intergovernmental agreements that are necessary. In July, the Council approved and the City executed the larger multi-agency IGA that covers functional partner roles of the various agencies. In September, the Council approved and the City executed the cost-sharing IGA that established the partners' contributions to the MTIP grant matching funds. This is the third and final IGA needed to complete the project framework amongst the partners.

This right of way services agreement ("ROWSA") enables the State of Oregon to perform services on behalf of the Port, Troutdale and Fairview for the acquisition of any easements that are needed to complete the project. Given the myriad of rules that must be followed for easement and right-of-way acquisitions for federal-aid projects, federal-aid rules require a certified agency to perform any right of way acquisitions necessary for the project. ODOT is certified to perform these services for federal-aid projects. The Port, Troutdale and Fairview are not certified.

The City is not obligated by this IGA to pay any costs associated with the services covered by this ROWSA, and there is no intent or expectation on the part of the City that it will pay any costs associated with the provision of these services. The City's monetary contributions to the project were established under previous IGA's, and this ROWSA does not alter those previous cost-sharing agreements. This ROWSA essentially establishes the legal mechanism and authority for ODOT's provision of the stated services, and for the ultimate transfer of any acquired easements to the respective jurisdictions.

This IGA was negotiated carefully and methodically with the participation of each of the parties and their legal counsels. The Troutdale City Attorney actively advised Public Works staff during the negotiation of this agreement, and has reviewed and approved the agreement for legal sufficiency.

PROS & CONS:

Pros:

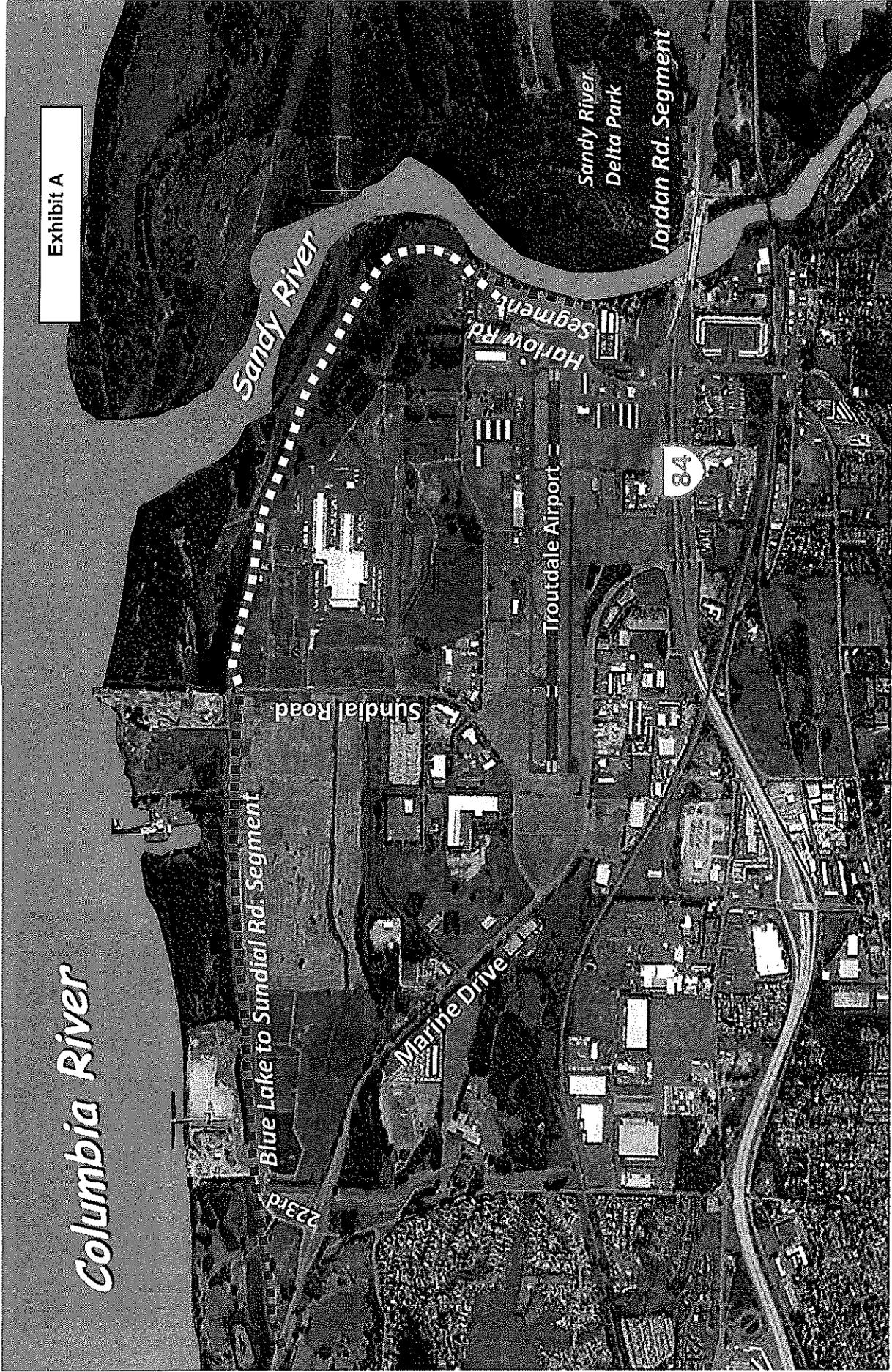
- This agreement enables ODOT to preform right of way services necessary to complete the project.
- This agreement establishes that ODOT will transfer any easements necessary for the project to Troutdale or Fairview, within their jurisdictions, respectively.
- This agreement completes the partnership framework needed for completion of the project.
- ODOT is certified to provide these services for federal-aid projects. The Port, Troutdale and Fairview are not.
- This agreement does not obligate the City to any costs associated with ODOT's performance of these services.

Cons:

- None

Current Year Budget Impacts: <input type="checkbox"/> Yes (<i>describe</i>) <input checked="" type="checkbox"/> N/A
Future Fiscal Impacts: <input type="checkbox"/> Yes (<i>describe</i>) <input checked="" type="checkbox"/> N/A
City Attorney Approved: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
Community Involvement Process: <input type="checkbox"/> Yes (<i>describe</i>) <input checked="" type="checkbox"/> N/A

Exhibit A



Key 17270
40 Mile Loop Trail Extension
Blue Lake Park to Sundial Road

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE PORT OF PORTLAND, THE CITY OF FAIRVIEW AND THE OREGON DEPARTMENT OF TRANSPORTATION FOR THE PROVISION OF RIGHT-OF-WAY SERVICES ASSOCIATED WITH THE 40 MILE LOOP: BLUE LAKE PARK - SUNDIAL ROAD PROJECT

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The 40-Mile Loop: Blue Lake Park to Sundial Road project implements elements of the City's Parks Master Plan and Capital Improvement Plan.
2. Regional funding for the project has been obtained through a Metropolitan Transportation Improvement Program (MTIP) grant, a federal-aid transportation funding program.
3. The City has committed to partnering, and grant-match cost-sharing, for this project in previous intergovernmental agreements.
4. Acquisition of rights of way, including easements, necessary to complete federal-aid projects must be performed by an agency certified to perform such services for federal-aid projects.
5. The Oregon Department of Transportation (ODOT) is certified to perform right of way services for federal-aid projects. The Port, Troutdale and Fairview are not certified.
6. This intergovernmental agreement enables ODOT to provide right of way services for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The City Manager is authorized to execute an intergovernmental agreement with the Port of Portland, the City of Fairview, and ODOT, substantially in conformance with Attachment A.

Section 2. This resolution is effective upon adoption.

**YEAS:
NAYS:
ABSTAINED:**

Doug Daoust, Mayor

Date

**Sarah Skroch, City Recorder
Adopted:**

**Attachment "A" to
Resolution #**

Misc. Contracts and Agreements
No.29846

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES**
40 Mile Loop: Blue Lake Park - Sundial Rd

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," the PORT OF PORTLAND, a Port district of the State of Oregon, acting by and through its Executive Director, hereinafter referred to as "Port," the CITY OF TROUTDALE, a municipal subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "Troutdale," and the CITY OF FAIRVIEW, a municipal subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "Fairview," each herein referred to as a "Party" and collectively as the "Parties." Port, Troutdale and Fairview will be collectively referred to as "Agencies."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. The 40-Mile Loop Trail is a multi-jurisdictional publically-owned bicycle- pedestrian trail located in Multnomah County.
4. NE Harlow Road is part of the city street system under the jurisdiction and control of Troutdale and Troutdale may enter into an agreement for the acquisition of real property.
5. Jordan Road is a local access road, which is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
6. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding may be further described in Local Agency Agreement number 29165. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."
7. Port has been awarded funds by Metro under the Federal-Aid Surface Transportation Program ("STP") pursuant to Title 23, United States Code, to fund acquisition of easements, permitting, design and construction for 3 sections of the 40-Mile Loop trail; a 1.7-mile connection from Blue Lake Park to Sundial Road, a .33-mile section connecting the terminus of the existing trail located at the north-east end of the Troutdale Airport runway to Harlow Road, and a 1,000 linear foot (+/-) section of the multi-use path north of Jordan

Road connecting the trail from the new pedestrian tunnel under I-84 and to Sandy River Delta Park.

8. The purpose for this Agreement is to allow State to acquire easements for the public trail from each owner of property as required for the Project, in a form satisfactory to State and Agencies. State will transfer these easements to Fairview and Troutdale upon completion of Project.
9. As of this time there are no local public agencies (LPAs) certified to independently administer federal-aid projects for right of way services. Therefore, State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement (except as provided under "Terms of Agreement" for LPAs in State's certification program for consultant selection).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in Agreement No. 29165, the Parties agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Port, under no conditions shall Port's, obligations for said services exceed a maximum of \$460,000, including all expenses, unless agreed upon by State and Port.
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than ten (10) calendar years following the date of final execution, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. Agencies needed right of way services, as identified in Exhibit A, may be performed by qualified individuals from any of the following sources:
 - a. Agencies staff,
 - b. State staff,
 - c. Staff of another local public agency, as described in ODOT's Right of Way Manual and approved by the State's Region Right of Way Office;
 - d. Consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State Procurement Office. Forms and procedures for Tier 2 process are located at: <http://www.oregon.gov/ODOT/CS/OPO/docs/fs/tier2guide.doc>;
 - e. *Appraiser services procured by Agency from State's Qualified Appraiser List (on line at <http://www.oregon.gov/ODOT/HWY/ROW/Pages/index.aspx>);

- f. *Other right of way related services procured by Agency from any source of qualified contractors or consultants.

* Selections may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** by Agencies for right of way services must be conducted under State's certification program for consultant selection and must comply with requirements in the LPA A&E Requirements Guide (and must use the State's standard A&E Contract Template for LPAs which may be modified to include State-approved provisions required by Agencies). **State and local funded procurements** by Agencies must be in conformance with applicable State rules and statutes for A&E "Related Services" (and Agencies may use their own contract document).

5. If Agencies intend to use their Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform right of way services scheduled under this Agreement, Agencies must receive prior written approval from State's Region Right of Way Office.
6. The LPA A&E Requirements Guide and A&E Contract Template referenced above under paragraph 4 are available on the following Internet page: [http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local Public Agency \(LPA\) Consultant Templates and Guidance Docs](http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local Public Agency (LPA) Consultant Templates and Guidance Docs).
7. It is further agreed that the Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

STATE OBLIGATIONS

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Parties under this Agreement.
3. If the State performs right of way services on behalf of the other Parties under this Agreement, State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is Shannon Fish, Region 1-Right of Way Project Manager, 123 NW Flanders Street, Portland, OR 97209-4012, (503) 731-8433, shannon.fish@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Parties in writing of any contact changes during the term of this Agreement.

PORT OBLIGATIONS

1. Port shall perform the work described in Special Provisions - Exhibit A.
2. Port certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Port's current appropriation or limitation of current budget. Port is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.
3. Port represents that this Agreement is signed by personnel authorized to do so on behalf of Port.
4. Port's right of way contact person for this Project is Phil Healy, Senior Transportation Planner, 7200 NE Airport Way, Portland, OR 97218-1016, (503) 415-6512, philip.healy@portofportland.com, or assigned designee upon individual's absence. Port shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

TROUTDALE OBLIGATIONS

1. Troutdale shall perform the work described in Special Provisions - Exhibit A.
2. Troutdale represents that this Agreement is signed by personnel authorized to do so on behalf of Troutdale.
3. Troutdale's right of way contact person for this Project is Travis Hultin, City Engineer, 219 E. Historic Columbia River Hwy, Troutdale, OR 97060-2078, (503) 674-7265, travis.hultin@troutdaleoregon.gov, or assigned designee upon individual's absence. Troutdale shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

FAIRVIEW OBLIGATIONS

1. Fairview shall perform the work described in Special Provisions - Exhibit A.
2. Fairview represents that this Agreement is signed by personnel authorized to do so on behalf of Fairview.
3. Fairview's right of way contact person for this Project is Allan Berry, P.E. Public Works Director 1300 NE Village Street Fairview, OR 97024-3817, (503) 674-6235 berrya@ci.fairview.or.us, or assigned designee upon individual's absence. Fairview shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Port agrees to pay or reimburse State a maximum amount of \$460,000. Said maximum amount shall include reimbursement for all expenses, including travel

expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Port funds. Payment in Port and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by the Parties. Nothing in this Agreement shall be construed to require the City of Troutdale to make any payment for such services and expenditures additive to grant match funds committed in Local Agency Agreement No. 29165.

2. Port agree to reimburse salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures. Such reimbursement shall be subject to the limitations set forth in Terms of Agreement, paragraph 1 of this Agreement.

GENERAL PROVISIONS:

1. This Agreement may be terminated by any Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If any Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If any Party 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 fails to correct such failures within ten (10) days or such longer period as may be authorized.
 - c. If Port fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
4. The Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without

limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agree to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.
6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State, Port, Troutdale or Fairview with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
7. With respect to a Third Party Claim for which State is jointly liable with Port, Troutdale or Fairview (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Port, Troutdale or Fairview in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Port, Troutdale or Fairview on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Port, Troutdale or Fairview on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which Port, Troutdale or Fairview is jointly liable with State (or would be if joined in the Third Party Claim), Port, Troutdale or Fairview shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Port, Troutdale or

Fairview on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Port, Troutdale or Fairview on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Port, Troutdale or Fairview's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. If federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Port, Troutdale and Fairview.
11. If federal funds are involved in this Agreement, Port, Troutdale and Fairview, as a recipient of federal funds, pursuant to this Agreement with the State, each shall assume sole liability for such Party's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon such Party's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of such Party, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement. The Port, Troutdale, and Fairview each shall only be liable for such Party's own breach of any such conditions.
12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits and Agreement No. 29165 constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change,

if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

PORT OF PORTLAND, by and through
its Executive Director

By _____
Executive Director

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Port Counsel

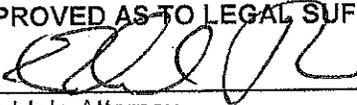
Date _____

CITY OF TROUTDALE, by and through
its elected officials

By _____
City Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By 
Troutdale Attorney

Date 11-30-16

CITY OF FAIRVIEW, by and through
its elected officials

By _____
Fairview Manager

Date _____

Port Contact:

Phil Healy
Senior Transportation Planner
7200 NE Airport Way
Portland, OR 97218-1016
(503) 415-6512
philip.healy@portofportland.com

Troutdale Contact:

Travis Hultin, City Engineer
219 E. Historic Columbia River Hwy
Troutdale, OR 97060-2078
(503) 674-7265
travis.hultin@troutdaleoregon.gov
29846

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Fairview Counsel

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Right of Way Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

APPROVED

(If Litigation Work Related to Condemnation is to
be done by State)

By _____
Chief Trial Counsel

Date _____

Fairview Contact:

Allen Berry, P.E. Public Works Director
1300 NE Village Street
Fairview, OR 97024-3817
(503) 674-6235
berrya@ci.fairview.or.us

State Contact:

Shannon Fish, Region 1
Right of Way, Program Manager
123 NW Flanders Street
Portland, OR 97209-4012
(503) 731-8433
shannon.fish@odot.state.or.us

SPECIAL PROVISIONS EXHIBIT A
Right of Way Services

THINGS TO BE DONE BY STATE, PORT, TROUTDALE OR FAIRVIEW

1. Pursuant to this Agreement, the work performed on behalf of Port, Troutdale or Fairview can be performed by Port, Troutdale or Fairview, the Port's consultant, the State or a State Flex Services consultant, as listed under Terms of Agreement, paragraph 4 of this Agreement. The work may be performed by Port, Troutdale or Fairview staff or any of these representatives on behalf of Port, Troutdale or Fairview individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region 1 Right of Way Manager. Said approval must be obtained, in writing, prior to the performance of said activities.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Port, Troutdale and Fairview.
3. All Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual".

Instructions: Insert either: State, Port, Troutdale or Fairview on each line.

A. Preliminary Phase

1. State shall provide preliminary cost estimates.
2. State shall make preliminary contacts with property owners.
3. State shall gather and provide data for environmental documents.
4. Port shall develop access and approach road list.
5. Port shall help provide field location and Project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, State shall provide Port with a status report of the Project monthly.
 - b. Title to properties acquired shall be in the name of the State.

2. Legal Descriptions:

- a. Port shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Port shall provide construction plans and cross-section information for the Project.
- c. Port shall write legal descriptions and prepare right of way maps. If the Port acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide" and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. Port shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. State shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. State shall determine sufficiency of title (taking subject to). If Port acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide." State shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the Agencies copies of any title policies for the properties acquired.
- c. State shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
- d. State shall conduct a Level 2 Preliminary Site Investigation, according to State Guidance, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment study indicates the potential presence of contamination that could impact the properties.
 - If contamination is found, a recommendation for remediation will be presented to Port.
- e. Port shall be responsible for arrangement of any necessary remediation.

- f. Port shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.

4. Appraisal:

- a. State shall conduct the valuation process of properties to be acquired.
- b. State shall perform the Appraisal Reviews.
- c. State shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.

5. Negotiations:

- a. State shall tender all monetary offers to land-owners in writing at the compensation shown in the Appraisal Review. State shall have sole authority to negotiate and make all settlement offers. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions. If State performs this function, it will provide the Agencies with all pertinent letters, negotiation records and obligations incurred during the acquisition process.
- b. State and Port shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Port agree possession of all right of way shall occur prior to advertising of any construction contract, unless appropriate exceptions have been agreed to by Port and State.
- c. State agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.

6. Relocation:

- a. State shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.
- b. State shall make all relocation and moving payments for the Project.
- c. State shall perform the relocation appeal process.

C. Closing Phase

1. State shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments.
2. State shall record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. State shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Port shall dispose of all improvements and excess land.

E. Condemnation

1. State may offer mediation if the parties have reached an impasse.
2. State shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. State shall perform all legal and litigation work related to the condemnation process. Therefore, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required. Where it is contemplated that property will be obtained for the Agencies for the Project, such approval will be conditioned on passage of a resolution by Agencies substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof, specifically identifying the property being acquired in the Agencies respective jurisdiction. State shall perform all legal and litigation work related to the condemnation process, including all settlement offers.
4. Where State shall perform legal or litigation work related to the condemnation process, Agencies acknowledge, agree and undertake to assure that no member of Agencies' board or council, nor Agencies' mayor, when such member or mayor is a practicing attorney, nor Agencies' attorney nor any member of the law firm of Agencies' attorney, board or council member, or mayor, will represent any party, except Agencies' against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

F. Transfer of Right of Way to State

If applicable, Agencies agrees to transfer to the State all right of way acquired on the State highway which was acquired in the Agencies name. The specific method of conveyance will be determined by the Agencies and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agencies agree to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agencies during the

right of way acquisition process, and the Agencies Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agencies

If applicable, State agrees to transfer and Agencies agree to accept all right of way acquired on the Agencies facility which was acquired in the State's name. The specific method of conveyance will be determined by the State and the Agencies at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agencies information and file documentation associated with the transfer.

For purposes of Exhibits B and C, references to Department shall mean State, references to Contractor shall mean Agencies, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery
- 2. Have not within a three-year period preceding this Contract been convicted of or had a civil

falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-- PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an

explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered

transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of

the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of

the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or

procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither

Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

REQUIREMENT CONTACT OFFICE OF
CIVIL RIGHTS AT (503)986-4354.

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
DEPARTMENT'S DBE PROGRAM

RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT D
Right of Way Services

~~Instructions, please delete before completing form~~ Regions: This portion of the document is unlocked. The LPA should block and copy to incorporate this language into their own standard resolution form **OR** fill in an "attested to" line or signature line at the bottom and use this form.

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this _____ day of _____, 20__



CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: A Resolution Approving An Intergovernmental Agreement with the City of Gresham for Expanded Building Inspection Services.

MEETING TYPE:
City Council Regular Mtg.

STAFF MEMBER:
Erich Mueller

MEETING DATE:
December 13, 2016

DEPARTMENT:
Finance

ACTION REQUIRED:
Consent Agenda - Resolution

ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:

PUBLIC HEARING:
No

N/A

Comments:

STAFF RECOMMENDATION: Approved the proposed resolution providing additional building inspections services on an "as requested" basis.

EXHIBITS:

A. Intergovernmental Agreement (IGA) with Gresham for Building Department Services.

SUBJECT / ISSUE RELATES TO:

Council Goals

Legislative

Other (describe)

Continued inspection services

ISSUE / COUNCIL DECISION & DISCUSSION POINTS:

- ◆ Due the regulatory changes, the current contractor's inspection and building official services will conclude at year end.
- ◆ A new contracted provider is necessary prior to year-end to comply with State regulations.
- ◆ The City and the City of Wood Village jointly issued a competitive Request for Proposal (RFP) for building inspection services.
- ◆ The City of Gresham was selected from the competitive RFP process.

Reviewed and Approved by City Manager:

BACKGROUND:

Building services are provided through delegation of authority under the State Building Code the City operates the Building Inspection program which requires certified personnel to perform plan reviews and structural, mechanical, electrical and plumbing inspections, and building official duties.

Since 2013 the City has provided building inspections services through a combination of City employees and Building Code Consultancy (BCC) a contracted service provider. The lack of consistent development activity has hampered regular employee hiring and staffing levels, which as a contractor, BCC has been able to flex with the ebbs and flows of inspection volume demand.

Mr. Steve Winsted, through BCC has served as our Building Official, provided plans examiner services, and an electrical inspector when needed. Steve is also a practicing licensed architect.

The State Building Codes Division has made changes to the Oregon Administrative Rules (OAR) effective January 1, 2017 which will among many other things, prevent Steve from continuing to serve as our Building Official, or allow BCC to provide us with plan review and inspection services. The new OAR prevents practicing engineers and architects from also serving at the same time as third party plan reviewers, inspectors or building officials, even when there is no overlap of roles on the same project or jurisdiction.

As BCC has also provided similar services to the City of Wood Village, we jointly issued a competitive Request for Proposal (RFP) for a range of "as requested" building inspection services. From the four competitive proposals received, the City of Gresham was selected. Each of the other firms, which are based in Eugene, Corvallis, and Salem, were more expensive, and viewed to be less flexible and or responsive.

Gresham and Troutdale have an established and successful existing IGA for "backup" inspector services. Also for past couple of years Gresham has provided building inspection services through an IGA to the City of Fairview.

Fluctuation in development and construction activity in Troutdale have resulted in variations in the demand for building inspection services over the course of the past several fiscal years. The operation is expected to be self-funding, however, the fluctuation of service demand has resulted in last fiscal year a net loss of \$113,806 and the fiscal year prior a slight gain of \$3,486.

The expanded IGA with enables the sharing resources, better serves the public, and voids unnecessary duplication of staff, equipment, and training and will continue to promote efficiency and effectiveness in local government administration and service delivery.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITIES OF GRESHAM AND TROUTDALE**

City of Gresham Contract No. _____

This agreement (Agreement) is made and entered into by and between The City of Gresham (Gresham) and the City of Troutdale (Troutdale) effective as of December 16, 2016.

RECITALS

- A. Troutdale has an operational need for additional staffing of a Building Department to perform building permit services based on actual and projected workloads including a plans examiner, building inspector(s), specialty code inspectional services (electrical, plumbing, mechanical, life safety and similar specialty codes), structural engineering and building official.
- B. Gresham and Troutdale have for several years an established and successful contract relationship for the provision of Building Inspection services, and desire to continue and build upon this existing partnership.
- C. With the fluctuation in development and construction activity in Multnomah County, Gresham and Troutdale have experienced variations in the demand for Building Services over the course of the past few fiscal years.
- D. Gresham and Troutdale agree that the IGA enables the sharing resources, better serves the public, and voids unnecessary duplication of staff, equipment, and training and will continue to promote efficiency and effectiveness in local government administration and service delivery.
- E. Gresham has submitted a written proposal to provide building department services in the form of reporting to and working a portion of each full day in Troutdale on an as requested basis.
- F. By the authority granted in Oregon Revised Statutes (ORS) 190.010 et. seq., local government agencies may enter into cooperative agreements with other units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

Now therefore, it is agreed by and between Gresham and Troutdale as follows:

TERMS OF AGREEMENT

1. Scope of Work:

1.1 Gresham shall provide Troutdale qualified plans examiner(s), building code inspector(s), and specialty code inspector(s) for electrical, plumbing, mechanical, and structural engineering and building official staff (collectively Staff) with sufficient expertise and experience to perform the services, when requested by Troutdale.

1.2 Gresham will provide the necessary Staff, upon request, to attend appointments in Troutdale with one business day advance notice.

1.3 Most other plan review and administrative related work performed by Staff that is associated with this IGA will take place at Gresham City Hall. Permit technician services are not included in this initial scope of work.

2. Inspections: Gresham will provide building, mechanical, plumbing, and electrical inspections in accordance with Troutdale's Operating Plan filed with State Building Codes Division. Inspections will occur no more than one business day after the request is received. Unless otherwise agreed upon, in the event an inspection request is received after working hours, on weekends or holidays, the request shall be treated as received on the next regular business day. The assigned Troutdale Permit Technician will coordinate with Gresham Staff each morning about inspection workload for the given day.

2.1. Plan Review: Gresham will provide plan review services for Troutdale for all disciplines (building, mechanical, plumbing, and electrical). Gresham will also provide structural engineering review with a licensed professional engineer as requested. The assigned Troutdale Permit Technician will coordinate the responsibility of routing plans between Troutdale and Gresham.

2.2 Performance Standards for Gresham will be as follows:

- Most residential plans and commercial plans identified as "simple" shall be reviewed within 10 business days of Gresham's receipt, and not more than 5 business days of Gresham's receipt for the review of a resubmittal.
- All commercial plans not deemed simple, and complex residential plans shall be initially reviewed and comments provided within 15 business days of Gresham's receipt and not more than 5 business days of Gresham's receipt for the review of a resubmittal.
- In the event that Gresham cannot perform in accordance with this standard, Troutdale, after providing Gresham seven (7) days written notice and an opportunity to cure,

has the right to select from a mutually agreed upon list of firms, and at its own expense, a State Building Codes Division approved Third-Party Plan Review and Inspection Business, to complete the plan reviews and/or inspections not performed by Gresham. If Troutdale elects to obtain Third-Party Plan Review and Inspection services, Gresham will remain the Building Official and retains the right to review and approve the Third-Party Plan Review and Inspection Business' service work, to ensure compliance with the Building Code.

- 2.3 Policies: Troutdale policies and procedures will apply to permit fees and processing, plan review comments, scheduling of inspections and recording of inspection results.
- 2.4 Communication: For communication purposes to its customers, Troutdale will establish email addresses for identified Gresham Staff along with letterhead for any written communications. Before Gresham Staff approves a Troutdale issued certificate of occupancy, temporary or permanent, Gresham Staff shall request and receive confirmation from Troutdale that all fees and other development related obligations have been satisfied.
- 2.5 Hour Adjustments. Any adjustment to hours shall be at the mutual agreement of the Troutdale City Manager or designee and the Gresham Community Development Director.
- 2.6 Services performed will be limited to those job functions contained within Gresham's Job Classification(s) and generally include but are not limited to intake and processing of planning and building applications, reviewing building permit submittals for compliance with applicable codes and standards, inspection of work to verify conformance with applicable codes and standards, administrative duties as building official for the jurisdiction, calculation of fees associated with permit applications, serving as a liaison with building inspectors and applicants, and maintenance of associated files (Services).
- 2.7 Rates. Services, including any applicable travel time, will be provided at an hourly rate (rounded to the nearest quarter hour) payable to the City of Gresham, in accordance with the schedule shown below:
 - Plans Examiner/Building Inspector/Structural Engineer/Building Official/Administrative Assistant/Community Development Director - \$75 per hour through 6/30/17.
 - For Fiscal Year 2017/2018 and for each fiscal year thereafter, the hourly rate for service will be adjusted by the increase in the

Consumer Price Index – All Urban Consumers. Series Id: CUUSA425SAO. Not seasonally adjusted. Portland-Salem, OR-WA. All Items. Half 2 (December, Prior Year) to Half 2 (December, Current Year).

- The annual escalation factor shall not be less than 2.5% or more than 4.5%.
- If Services are requested outside typical business hours, an overtime premium of \$30 per hour will be added to the hourly rates above.

2.8 Gresham Implementation Requirements. Gresham implementation of the applicable building codes includes providing the public with information about code requirements, interpretation of the codes, plan review, inspections and limited code enforcement. Gresham will pursue code enforcement related to active building permits only. Gresham will pursue code enforcement for a maximum of 30 days, in accordance with Troutdale's policies and procedures and the applicable code. If the code enforcement issue is not resolved after the expiration of 30 days, Gresham will refer the issue to Troutdale for further enforcement action.

2.9 When requested by Troutdale, and with written consent by the applicants, Gresham will review a building permit application that has already undergone partial planning review, but has not received full planning approval. The applicant's consent must acknowledge that they accept the inherent risk of proceeding prior to full planning approval and the potential that final planning approval and/or Gresham's building permit review might require additional fees and services to be paid for by the applicant prior to the issuance of the building permit.

3. Billing and Payment. Gresham will invoice Troutdale on a monthly basis, with billing based on time sheets submitted by Staff to Gresham, for hourly Services rendered to Troutdale. The time sheets shall include time actually worked by the Staff and the specific projects for which the work was completed. Troutdale agrees to pay the invoice within 30 days from receipt of the invoice.

4. Assumption Plan. Gresham agrees to evaluate the Troutdale Building Department program assumption plan in accordance with OAR 918-020-0095 and ORS 455.148, making recommendations for the modifications of the plan, if any. Troutdale will be responsible for the submittal of the plan and the plan contents. Reporting required under the plan shall be completed by Troutdale with Gresham providing all required information not available to Troutdale.

5. While performing Services, Staff will be subject to the direction and control of the Troutdale City Manager or designee as it relates to the above stated scope of work. This requirement; however, does not supersede any authority or responsibility conferred by law, statute or

rule upon the Building Official acting in his/her capacity on behalf of the City of Troutdale. Staff shall follow all applicable state laws, Troutdale file management, administrative forms and procedures, code compliance software and Troutdale will ensure that Staff use of software or copyrighted material is allowed under any applicable license. Staff will remain full-time or part-time employees of Gresham and will continue to be compensated and provided benefits, as applicable, by Gresham and shall not be entitled to any benefits or other compensation from the City of Troutdale. Nothing herein is intended to nor does it create an employment relationship between Gresham Staff and Troutdale.

6. All fees for, and revenue generated by the work performed by Staff while working at Troutdale will be collected and retained by Troutdale.
7. Staff's work will be evaluated by the Troutdale City Manager or designee and communicated to the Gresham Community Development Director on a not-less-than a monthly basis. Responsibility for addressing grievances, disciplining Staff or resolving other personnel-related problems will be the responsibility of the Gresham Community Development Director, with the full cooperation and assistance of the Troutdale City Manager or designee.
8. This Agreement expires June 30, 2020. . Either party may terminate the Agreement at any time prior to that expiration date by providing a minimum ninety (90) days written notice to the other party. This Agreement may be extended in one year increments with not less than ninety (90) days prior written notice and the mutual consent of both parties' city managers in writing.
9. Subject to the limitations of the Oregon Tort Claims Act, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from any and all liability, loss, and costs arising out of or resulting from the acts of the individual City, their officers, agents, employees and elected officials, including intentional or willful misconduct, in the performance of this Agreement.
10. The Gresham Community Development Director and Troutdale City Manager or designee may establish rules and practices necessary carry out this Agreement. Such rules and practices shall be put in writing and bear the signatures of the Gresham Community Development Director and Troutdale City Manager or designee to signify mutual agreement. Rules and practices adopted under this paragraph shall not modify the terms of this Agreement
11. Troutdale agrees to provide all necessary equipment to perform the Services including desktop computers located in Troutdale offices, office

supplies and materials, but not including vehicles, cell phones or laptop computers. Any personal protective gear unique to Staff shall be provided by Gresham. In the event Staff needs Gresham equipment to perform the Services, Troutdale shall not be required to compensate Gresham for Staff use of Gresham equipment, including use of city vehicles.

12. Each jurisdiction is a subject employer under the Oregon Workers' Compensation Law, and at all times shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. Each party agrees to maintain insurance consistent with the Oregon Tort Claims Act, ORS 30.270 and customary for public agencies of the same size and type.
13. Troutdale and Gresham agrees this Agreement does not constitute a transfer of a public employees pursuant to ORS 236.605 through 236.640.
14. This Agreement and attached exhibits constitute the entire agreement between Gresham and Troutdale on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instances and for the specific purpose given. This Agreement is personal to Troutdale and Gresham and is not intended to confer upon any other person or entity any rights or remedies whatsoever.
15. This Agreement supersedes and replaces Intergovernmental Agreement #6019 between Troutdale and Gresham.

The parties by execution of this Agreement hereby acknowledge that their respective city managers have read and understand this Agreement, that each has the authority to sign and bind respectively Gresham and Troutdale and that Gresham and Troutdale shall be bound by its terms and conditions.

CITY OF GRESHAM

CITY OF TROUTDALE

Erik Kvarsten, City Manager
City of Gresham

Craig Ward, City Manager
City of Troutdale

Date

Date

APPROVED AS TO FORM:
CITY OF GRESHAM

City Attorney's Office

APPROVED AS TO FORM:
CITY OF TROUTDALE

City Attorney

RESOLUTION NO.

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM FOR EXPANDED BUILDING INSPECTION SERVICES.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. By delegation of authority under the State Building Code the City operates the Building Inspection program which require certified personnel to perform plan reviews, specialty codes inspections, and building official duties.
2. That the City has an operational need for additional staffing of a Building Department to perform on a as requested basis, building permit services based on actual and projected workloads including plan reviews, specialty codes inspections, and building official duties, (Building Services).
3. That through an Intergovernmental Agreement (IGA) for building inspection services the City has an established and successful contract relationship with the City of Gresham, and that the Cities desire to continue and build upon this existing partnership.
4. That with the fluctuation in development and construction activity in Multnomah County, Gresham and Troutdale have experienced variations in the demand for Building Services over the course of the past several fiscal years.
5. That the Cities agree that the IGA enables the sharing resources, better serves the public, and voids unnecessary duplication of staff, equipment, and training and will continue to promote efficiency and effectiveness in local government administration and service delivery.
6. That by the authority granted in Oregon Revised Statutes (ORS) 190.010 et. seq., local government agencies may enter into cooperative agreements with other units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
7. That Gresham through their Community Development Department has the resources to continue to provide quality and professional expanded Building Services.
8. That the IGA for Building Services from Gresham is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1. Agrees now that the City enter into an IGA with the City of Gresham for Building Services, and approves the IGA in substantial conformity with Exhibit A of the Staff Report.

Section 2. Designates the Craig Ward, City Manager or Erich Mueller, Finance Director (each a "City Official") or a designee of the City Official, to act on behalf of the City, and without further action by the City Council, the City Official is hereby authorized, empowered and directed to sign the IGA on behalf of the City, and any and all other required and necessary documents to implement the intent of the IGA.

Section 3. The City Official is hereby authorized and directed to execute, acknowledge and deliver the IGA in substantial conformity with Exhibit A of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the resolution, and the execution thereof by any such City Official, shall be conclusive as to such determination.

Section 4. The City Official is hereby authorized and directed to revise the Building Inspection Program Operating Plan of January 2014 and make other changes as may be necessary to reflect the IGA and any other administrative or program changes, and to file the plan with the Oregon Building Codes Division.

Section 5. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official is authorized to determine, execute, acknowledge and deliver any subsequent addendums, appendices, extensions, revisions, modifications, or successor documents of the IGA, and the execution thereof by any such City Official, shall be conclusive as to such determination.

Section 6. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 7. This Resolution shall be effective upon adoption.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date

Sarah Skroch, City Recorder
Adopted:



CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: A motion to appoint Wood Village Councilor Tim Clark as the Alternate on the Joint Policy Advisory Committee on Transportation (JPACT).

MEETING TYPE:
City Council Regular Mtg.

STAFF MEMBER:
Sarah Skroch

MEETING DATE:
December 13, 2016

DEPARTMENT:
Executive

ACTION REQUIRED:
Motion

ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:

PUBLIC HEARING:
No

N/A

Comments:

STAFF RECOMMENDATION: N/A

EXHIBITS:
A. None

SUBJECT / ISSUE RELATES TO:

Council Goals

Legislative

Other (describe)

Regional Advisory Committee

BACKGROUND:

At the November 22, 2016 City Council Meeting under Council Communications the City Council discussed the replacement of Mayor Daoust as the Alternate on the Joint Policy Advisory Committee on Transportation (JPACT) after his term as Mayor ends on December 31, 2016. Mayor Daoust stated that Wood Village Councilor Tim Clark expressed an interested in serving as the Alternate on JPACT. After a brief discussion the Council gave staff direction to bring forward a formal motion for approval at the next Regular City Council Meeting.

Reviewed and Approved by City Manager:

Current Year Budget Impacts: Yes (*describe*) N/A

Future Fiscal Impacts: Yes (*describe*) N/A

City Attorney Approved: Yes N/A

Community Involvement Process: Yes (*describe*) N/A



CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: An Ordinance to provide a procedure to request a building number different from the uniform system adopted by the City Of Troutdale, granting authority to the Building Official to determine a building number and providing a process for appeal.

<p>MEETING TYPE: City Council Regular Mtg.</p>	<p>MEETING DATE: December 13, 2016 STAFF MEMBER: Stephen Winstead DEPARTMENT: Building</p>
<p>ACTION REQUIRED Ordinance - Adoption PUBLIC HEARING Yes</p>	<p>ADVISORY COMMITTEE/COMMISSION RECOMMENDATION: Not Applicable Comments:</p>
<p>STAFF RECOMMENDATION: Approval of modifications to Troutdale Municipal Code Chapter 15.30 to permit the Building Official discretionary approval of preexisting addresses that are not compliant with the adopted grid system.</p>	

EXHIBITS:
A: Draft Waiver and Indemnification

Subject / Issue Relates To:

- Council Goals
 Legislative
 Other (describe)
- #4 – Continue to remove barriers to development and permitting

Issue / Council Decision & Discussion Points:

- ◆ The City of Troutdale has many properties that are not addressed properly according to the uniform system established for addressing. This system is a grid overlay that is used by all City services, Gresham Fire, Police and other first responders. By amending the current ordinance, the Building Official will have authority to make a discretionary addressing determination.
- ◆ The proposed amendment also allows for the final determination of addressing to rest with the City Council by way of appeal should a property owner disagree with the determination made by the Building Official.

Reviewed and Approved by City Manager: 

BACKGROUND:

The City of Troutdale initially was provided a grid system as an overlay for addressing. This grid system consisted of an overlay that was placed over a city map. At the time this was appropriate since we did not have the technology we have today. This overlay addressing technique was not consistently administered and thus addresses were inappropriately assigned.

Recent development of infill subdivisions and minor partitions has brought the addressing issue to light since the City is discovering that many areas are not in conformance with the grid.

The Municipal Code states in Section 15.30.010 that the city is divided into four general districts. Buxton Road/Troutdale Road shall constitute the north and south base line. Historical Columbia River Highway shall constitute the east and west base line.

The numbering for all four directions was established upon the basis of one number for each ten feet of property frontage, wherever possible, starting at the base line with the number one hundred one and continuing with consecutive hundreds at each intersection, again, when possible. There is also a provision which allows for the use of letters, "A" "B" etc., to allow for further identification of the property.

The addressing grid is used by all first responders and is essential in identifying the location of incidents.

Council directed the Building Official during the May 2016 council meeting to work with property owners where possible and to use discretion before readdressing properties off the grid system. This was done without the proposed amendment but the Building Official lacks specific authority to make a determination which does not conform to the addressing grid.

PROS & CONS:

Pros:

- The provision for discretionary addressing by the Building Official for addresses off grid will permit property addresses to remain as they currently exist provided there is reasonable cause as determined by the Building Official, or on appeal, by the City Council. A declaration or other instrument will be recorded after the decision to approve a nonconforming address number ensuring that the approval of the nonconforming address will not extend past the date the property is transferred to a new owner.

Cons

- Addressing consistency for first responders will continue to degrade over time as exceptions to a uniform approach are granted.
- By adopting this amendment, an appeal of the Building Official's addressing decision will be to the City Council, which will lengthen the process and could create unanticipated issues in the addressing process.

Current Year Budget Impacts Yes (*describe*) N/A

This amendment may require additional time by the Building Official for negotiating proposed addressing changes when new subdivisions are approved should nonconforming addresses be impacted by the new subdivisions.

Future Fiscal Impacts: Yes (*describe*) N/A

By approving off-grid addressing, response time may be lengthened which could result in future litigation for loss of life and property if it is determined that response time had a significant impact on the loss. The City does maintain liability insurance through CIS should such a claim be made.

City Attorney Approved N/A Yes

Community Involvement Process: Yes (*describe*) N/A

Exhibit

Draft Waiver and Indemnification

The applicant, for herself or himself, all guests, invitees, tenants and all other persons allowed by law, hereby waives and releases the City, its agents and affiliates from all claims related to or arising from approval of this application or the building address number not having been brought into compliance with the municipal code.

In addition, the applicant shall indemnify, defend and hold the City, its agents and affiliates, harmless from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorney's fees) which may be incurred by or asserted against the City, its agents and affiliates related to or arising out of the City's approval of this application, the applicant's use of a nonconforming building number, or the building address number having not been brought into compliance with the municipal code.

The applicant assumes all risks of damage to property and injury to person or loss of life that may result from the approval of the application. The applicant shall cause all insurance carriers to endorse liability policies waiving the carrier's right of recovery under subrogation or otherwise against the City, its agents and affiliates.

ORDINANCE NO.

AN ORDINANCE TO PROVIDE A PROCEDURE TO REQUEST A BUILDING NUMBER DIFFERENT FROM THE UNIFORM SYSTEM ADOPTED BY THE CITY OF TROUTDALE, GRANTING AUTHORITY TO THE BUILDING OFFICIAL TO DETERMINE A BUILDING NUMBER AND PROVIDING A PROCESS FOR APPEAL.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Ordinance No. 746, adopted in 2004 and codified as Chapter 15.30 of the Troutdale Municipal Code, established a street and building numbering system for the City.
2. Certain addresses in the City predating Ordinance No. 746 do not conform to the uniform building numbering system.
3. Residents who have had their address for many years wish to keep their current address but the Building Official currently has no authority to approve a nonconforming address.
4. The City Council has carefully considered testimony at public hearings and has determined that it is in the best interest of the City's residents to establish a procedure to allow the Building Official to consider an application to retain a current address and make a determination to approve or deny such an application.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1. The City of Troutdale adds the following section to Chapter 15.30 – STREET AND BUILDING NUMBERING SYSTEM of the Troutdale Municipal Code:

15.30.045 – Application for Nonconforming Building Number.

- A. If a person wishes to retain an existing building number which is improper under the rules for numbering buildings set forth in this chapter, the person may apply to the Building Official to retain the building number and state the reason(s) on the application form why the building number should be retained. The application form shall include a release of liability by the applicant to the City for any claims related to the use of a nonconforming number, and indemnification agreement from third party claims.

- B. The Building Official shall review the application and make a determination as to whether the nonconforming building number may be retained. The Building Official may set conditions, including limiting the length of time the nonconforming building number may be retained but no approval shall extend past the date the property is transferred to a new occupant or owner.
- C. The Building Official shall record an instrument placing the public on notice of a determination approving a nonconforming building number in the appropriate real estate records of the county, that states the event(s), if any, the occurrence of which will trigger changing the pre-existing address to a conforming address. No approval for a nonconforming address shall extend past the date the property is transferred to a new owner, or the date a new occupant takes possession of the approved property.
- D. The Building Official shall notify all affected public safety agencies, including but not limited to police, fire and 911, of the application and accept input from the agencies prior to making a determination.
- E. A determination by the Building Official may be appealed to the City Council. The appeal must be requested in writing and delivered to the City Recorder within 30 days of the determination by the Building Official. The City Council will hear testimony from the applicant and the Building Official and make a final determination.
- F. Failure to change a building number to comply with the determination of the Building Official, or the City Council if appealed, shall make the person subject to the provisions of Section 15.030.100.

Section 2. Section 15.30.090 of the Troutdale Municipal Code is amended to read as follows:

15.30.090 – Enforcement.

It is unlawful for any person to alter any building number which conforms to the provisions of this chapter. It shall also be unlawful knowingly to retain any number which is improper under the rules for numbering buildings set forth in this chapter, or to display any number on a building other than the number assigned the building, *unless the building number has been assigned pursuant to the application process in Section 15.30.045 above.*

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date _____

Sarah Skroch, City Recorder
Adopted:

COLUMBIA RIVER GORGE NATIONAL SCENIC AREA MANAGEMENT PLAN REVIEW

Frequently Asked Questions (FAQs)

Last revised: 11/7/2016

What is Plan Review?

The Columbia River Gorge National Scenic Area (NSA) was established by Congress in 1986. Covering 292,000 acres and 85 miles of the Columbia River in Oregon and Washington, the National Scenic Area is managed jointly by the Columbia River Gorge Commission and the U.S. Forest Service. The purpose of the Columbia River Gorge National Scenic Area Act (Act) is to protect and enhance the natural, cultural, scenic and recreation resources of the NSA, and to protect and enhance the economy of the Columbia River Gorge area. In accordance with the Act, the Columbia River Gorge Commission and U.S. Forest Service adopted a National Scenic Area-Management Plan in 1991 to guide land use in the Columbia River Gorge National Scenic Area. Section 6(g) of the National Scenic Area Act states:

"No sooner than five years after adoption of the management plan, but at least every ten years, the Commission shall review the management plan to determine whether it should be revised. The Commission shall submit any revised management plan to the Secretary (of Agriculture) for review and concurrence, in accordance with the provisions of this section for adoption of the management plan."

In 2001, ten years after adopting the original Management Plan, the Commission and U.S. Forest Service initiated their first plan review, and in 2004 adopted a number of revisions to the Plan. Although the next review was to begin in 2014, budget cuts and reduced staffing at the Gorge Commission delayed the launch of the next 10-year review. Although the staffing and budget have not recovered to 2001 levels, the Commission decided to launch the Management Plan review and scoping process in November 2016.

Plan review is divided into two basic components:

- 1) **Review**--which consists of a comprehensive scoping process to identify important issues facing the National Scenic Area and analyzing data relating to those issues, with the result being a decision as to whether the Management Plan needs changes to reflect those issues
- 2) **Revision**--which consists of the actual changes that should be made to the Management Plan to address those important issues.

Why are the Commission and the U.S. Forest Service both doing Plan Review?

The Scenic Area Act directed the Gorge Commission to develop guidelines for the general management area (GMA), and the U.S. Forest Service to develop guidelines for the Special Management Areas (SMAs). The Commission and U.S. Forest Service worked jointly to develop the original Management Plan in 1991 and to revise the Plan in 2004, and will work together in this current Plan Review. Don't worry whether you are making comments to the right agency. We just want to hear from you and we will sort out which agency will address your concerns.

What are the standards that the Management Plan must meet?

The Columbia River Gorge National Scenic Area Act sets forth the following requirements that the Columbia Gorge Commission must satisfy when revising the Management Plan:

- (1) Protect and enhance agricultural lands for agricultural uses;
- (2) Protect and enhance forest lands for forest uses;
- (3) Protect and enhance open spaces;
- (4) Protect and enhance public and private recreation resources and educational and interpretive facilities and opportunities;
- (5) Prohibit major development actions in special management areas;
- (6) Prohibit industrial development in the scenic area outside urban areas;
- (7) Require that commercial development outside urban areas take place without adversely affecting the scenic, cultural, recreation, or natural resources of the scenic area;

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LAST REVISED: 11/7/2016

- (8) Require that residential development outside urban areas take place without adversely affecting the scenic, cultural, recreation, and natural resources of the scenic area; and
- (9) Require that mining operations, and the reclamation of mined lands, take place without adversely affecting the scenic, cultural, recreation and natural resources of the scenic area

To meet these standards, the current Management Plan draws from elements of Oregon and Washington land use planning and law, elements of federal forest management, and unique elements that the Commission and U.S. Forest Service developed specifically to address situations in the National Scenic Area.

What is the Schedule for Plan Review?

Starting in November 2016 and concluding in June 2017, the Commission with public input, will be reviewing the existing Columbia River Gorge Management Plan and discussing which issues will need to be addressed. After the Commission and the U.S. Forest Service have identified which issues should be addressed in the revision process, the Commission and its staff, together with the U.S. Forest Service, will analyze and make decisions on overall goals and objectives that need revision and then craft specific policy proposals to implement those goals and objectives. The Commission and U.S. Forest Service expect to finish any needed revisions and complete the plan by June 2019.

How Do I Get Information About Plan Review?

The Commission maintains an email mailing list for persons interested in the activities of the Commission. If you would like to be on our mailing list, please send a note to planreview@gorgecommission.org. The Commission will use the mailing list to alert the public about upcoming meetings, new reports and other documents, and opportunities for comment and other involvement.

The Commission staff is also constructing a page on our web site (www.gorgecommission.org) devoted to Plan Review, which will provide current information on upcoming meetings and key documents, and invite public comment on currently discussed and studied aspects of the Management Plan.

GORGE 2020

LAST REVISED: 11/7/2016

How Do I Get Involved?

Public input is integral to our process! The Management Plan review and revision process is designed around ensuring that stakeholders in the Gorge can express their concerns and provide input to the Commission and U.S. Forest Service. The following are opportunities for the public, agencies, stakeholders, tribes and interested entities to get involved:

- Scoping Meetings with Key Partner Agencies – December 2016-February 2017. The Commission and Forest Service will schedule public meetings with the county commissions, city councils, and community councils, and meetings of the Tribal Councils of the four Treaty Tribes in the National Scenic Area to discuss the Plan Review and hear specific concerns and issues for the Commission to consider when revising the Management Plan.
- Public Scoping Meetings – January-February 2017. The Commission and Forest Service will host public three scoping meetings. These meetings will be in the west, central, and east portions of the National Scenic Area. At these meetings, the Commission will ask to hear what issues it should be addressed in the Management Plan revision and why those issues are important.
- Staff Workshops – At midpoints in the phases of revising the Management Plan, the Commission staff will hold public workshops to discuss progress and to seek specific recommendations for resolving the issues that the Commission has decided to address. The staffs will have done some preliminary work and will share it with the workshop participants in advance of the workshops. These workshops will be roundtable in nature and may be multiple days each. The Commission will provide information about these workshops closer to their scheduled dates.
- Commission Workshops – In each phase, the Commission will host a midpoint and a final workshop. At the midpoints, the Commission will review the status of the staff work to date, invite public comment, and provide guidance. At the final workshops in each phase, the Commission will review the complete draft products from the staff, invite public comment and adopt final products. If necessary, the final workshops will extend to two or three Commission meetings to allow time for staff to respond to Commission guidance before the Commission approves the product for the phase. The Area Manager for the Forest Service will attend select midpoint and final workshops in each phases to participate in discussion and hear comments about special management area provisions.

GORGE 2020

LAST REVISED: 11/7/2016

- Commission Approval – The last step in revising the Management Plan is the Commission’s final approval of the revised Management Plan. The Commission will incorporate U.S. Forest Service’s revisions for the SMA.

How do I submit comments?

Anyone can submit written comments by email to planreview@gorgecommission.org or filling out a form on our website (www.gorgecommission.org). You may provide oral comments by attending a Commission meeting or a Plan Review workshop which will be scheduled in various communities within the Gorge from November 2016 through June 2017.

What Happens After the Commission Adopts the Revisions?

After the Gorge Commission adopts the revisions, it will send the revisions to the U.S. Secretary of Agriculture for concurrence that the revisions comply with the standards in the National Scenic Area Act. After concurrence, counties will have 270 days in which to enact the revisions into their land use ordinances.

We look forward to your engagement in Plan Review and your help in identifying revisions to improve the Management Plan. For more information about Plan Review, please contact:

Jessica Gist at the Columbia River Gorge Commission (509)493-3323 x 228
Robin Shoal at the U.S. Forest Service (541) 308-1700.





CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: A Resolution Revising and Updating the Columbia Cascade Enterprise Zone Program Policy.

MEETING TYPE:
City Council Regular Mtg.

STAFF MEMBER:
Erich Mueller

MEETING DATE:
December 13, 2016

DEPARTMENT:
Finance

ACTION REQUIRED:
Resolution

ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:
N/A

PUBLIC HEARING:
No

Comments:

STAFF RECOMMENDATION: Approved the proposed resolution updated the 2007 Troutdale Columbia Cascade Enterprise Zone program policies.

EXHIBITS:

- A. Updated Enterprise Zone Program Policy
- B. Redline - Updated Enterprise Zone Program Policy
- C. Resolution No. 1901 – 2007 Enterprise Zone Program Policy
- D. Oregon Minimum Wage Rate Summary

SUBJECT / ISSUE RELATES TO:

- Council Goals
 Legislative
 Other (describe)

Continue to support desirable development in the Enterprise Zone (EZ)

ISSUE / COUNCIL DECISION & DISCUSSION POINTS:

- ◆ The Troutdale Columbia Cascade Enterprise Zone was established September 28, 2007
- ◆ The enterprise zone program policies were adopted September 12, 2007
- ◆ During the past nine years changes in law and circumstances have caused parts of the existing program policy to be outdated and need of revision.
- ◆ Part of the existing policy creates an investment *dis*-incentive in Troutdale.

Reviewed and Approved by City Manager:

BACKGROUND:

The enterprise zone program is a State program to encourage new investment and job creation through the use of tax abatement incentives. First enacted by the Oregon Legislature in 1985, ORS 285C.055 (2015) with the purpose of: “... [T]he health, safety and welfare of the people of this state are dependent upon the continued encouragement, development, growth and expansion of employment, business, industry and commerce throughout all regions of the state...”

Thirty one years later there are 69 enterprise zones are currently designated: 54 being rural, 15, urban. Over that timespan multiple statute revisions and extensive administrative rules (ORS & OAR) have developed that govern the program. There are significant differences for rural versus urban zones, and further differences for urban zones within the Portland metro area urban growth boundary (UGB). Ten, of 15 urban zones, are within the UGB, and the Troutdale Columbia Cascade EZ is among the 10.

While there is no longer a cap on how many zones may be locally designated around the state, local area economic hardship conditions must be met for zone creation. Statutes generally indicate two threshold criteria for local economic hardship: (1) Household median income is 80 percent or less of state median income, or (2) Unemployment rate is 2.0 percentage points or more above comparable state unemployment rate, based on the most recent annual figures. Our zone designation expires June 30, 2018. Given the recent 7th rank of the 20 Wealthiest Communities in Oregon, based median household income of cities in Oregon from the census bureau's American Community Survey data, we may have to seek alternative means to qualify for zone re-designation. (A potential application for zone re-designation will be addressed at a future meeting if the Council so authorizes.)

The program provides property tax exemption for eligible companies **who make new** property investments in building, plant and equipment, but not for land. Generally eligible firms include manufacturers, processors, shippers and other operations that serve other organizations. Business must apply, qualify and be approved to receive the exemptions but they are not automatic. Further only new property construction and installations which occur after the application date are eligible for exemption.

Statutes provide for two program periods:

- Basic, 3–year enterprise zone exemption (“as-of-right”) which include State requirements, plus local zone additional conditions imposed under an urban zone policy.
- Extended Abatement, 2 additional years of exemption (for a total of 5 years), requires meeting basic 3 year program requirements, plus “Compensation” of new workers at 150

percent of county average wage, (for ORS 285C.160(3)(a) Non- Portland metro area EZ), plus a written agreement with the local zone sponsor, which includes additional requirements that the local zone sponsor may reasonably require.

However, as one of 10 Portland metro UGB area zones, the 150 percent of county average wage is **not** required of our extended abatement agreements. The Portland metro UGB area zones were relieved of this requirement which applies to all the remaining 59 zones, as the new job wage levels in the UGB Counties are unlikely to attract development, the most recent wage levels required would be by County; Clackamas \$73,280, Multnomah \$80,165, and Washington \$98,421.

Troutdale has had 2 enterprise zone companies apply since its inception: one under the basic 3 year exemption program (FedEx Ground) which received both of the 2 years of the State construction in progress (CIP) property tax exemption, followed by 3 years of EZ exemption.

The second enterprise zone company to apply (Troutdale Energy Center project) was under an extended abatement agreement program. After an unsuccessful multi-year struggle to obtain site certificate from Oregon Energy Facility Siting Council, the company canceled the project.

Potential Program Changes:

Our current enterprise zone program was established in 2007 in Resolution No. 1901, attached as Exhibit C. The current program which includes both State requirement and local conditions is limited to the 3 year basic exemption. Requirements include:

- Job Creation
- Minimum Investment Level
- First Source Hiring Agreement - WorkSource Oregon
- Business Procurement Plan
- Job Quality

In addition to a number of minor revisions Enterprise Zone Program Policy, the significant modification is the job quality criteria page 3 of Exhibit B. Our program existing job quality criteria of: *“The average of all hourly full-time wages must be at least 150% of the Oregon minimum wage for a 3 year tax abatement.”*

In March 2016 changes to ORS 653.025, Minimum Wage Rate, resulted in a series of annual minimum wage rate increases beginning July 1, 2016 through July 1, 2022. See attached Exhibit D. The changes also established 3 geographic grouping with different minimum wage schedules.

Our existing criteria and ORS changes would require a new enterprise zone company to pay an hourly wage of \$14.63 today, which will jump to \$16.88 per hour July 1, 2017. These required hourly wage rates create a dis-incentive for a company to locate a new investment in our enterprise zone. In 2007 when program criteria was established the 150% requirement resulted in \$11.70 per hour, and in March 2016 prior to the ORS 653.025 change the required rate would have been \$13.88 per hour.

The proposed job quality criteria also shifts from specifying the hourly wage rate to applying a broader term of compensation as defined by OAR Division 123-674 that allows companies to count both the wages and company-paid insurance and other benefits, encouraging not just jobs, but jobs with benefits.

The other substantive proposed change is the final section beginning at the bottom of page 3 of Exhibit B, which describes the conditions for Extended Abatement Period.

Some zones have established extended abatement criteria and routinely and automatically provide the 5 year abatement. The State program requires local zone sponsors to provide the 3 year basic exemption to companies which fulfill the requirements, but providing the extended exemption is discretionary to the local zone sponsor, subject to the ORS framework.

This proposed change maintains the City's option to consider applications for extended abatement on a case by case basis. The ORS framework does require an extended abatement agreement to require fulfillment of the basic exemption requirements plus additional requirements.

Further discussion of the extended abatement is addressed in the next agenda item.

SUMMARY:

The proposed changes update the program policies adopted in 2007 to address changes in law and circumstances. The revised policies would apply any enterprise zone applicant firms which are approved before June 30, 2018.

PROS AND CONS:

- A. Approve the proposed resolution updating the Troutdale Columbia Cascade Enterprise Zone program policies providing constructive tax incentives for new investment and employment creation.
- B. Not approve the proposed resolution delaying potential development projects due to unfavorable current zone program requirements.

Current Year Budget Impacts: Yes (*describe*) N/A
Potentially EZ application fees from new projects.

Future Fiscal Impacts: Yes (*describe*) N/A
Potentially new fees and property taxes from new projects.

City Attorney Approved: Yes N/A

Community Involvement Process: Yes (*describe*) N/A



City of Troutdale

AGENDA ITEM # ____
Exhibit A
Council Mgt. 12-13-2016

Columbia Cascade Enterprise Zone Program Policy

Adopted by Resolution No. ____, Revised Effective November 1, 2016

Introduction

The Oregon Enterprise Zone (EZ) program is a State of Oregon economic development program that allows for property tax exemptions designed to encourage existing and new businesses to invest in major capital outlays and to create or retain quality jobs in certain designated areas. In exchange for receiving the property tax exemptions, participating businesses are required to meet certain program requirements as described in the Oregon Enterprise Zone Act and any additional requirements as set by local jurisdictions.

Program Requirements – Basic 3 Year Program

The City has established the following required criteria for Columbia Cascade Enterprise Zone eligible business to receive EZ tax benefits of the basic, 3 year exemption program. An applicant firm must:

1. FILE AUTHORIZATION APPLICATION. Company would be required to file a brief two-page State application form (150-303-029) with the Zone Manager prior to the commencement of any site preparation or project construction (including the transfer of equipment into the zone).
2. LOCATE WITHIN THE ZONE BOUNDARY. This must be done without reducing a company's existing Oregon employment outside of the Troutdale area. Oregon companies moving operations from elsewhere in the state into the Zone are not eligible for Zone benefits if they are reducing employment levels at their non-Zone location (existing businesses located within 30 miles of the Zone would qualify for Zone benefits).
3. FULL-TIME JOB CREATION AND EXISTING EMPLOYEE RETENTION. Most new companies will be required to meet the following job creation and/or retention requirements. If a new company is investing more than \$25 million, City Council may choose to waive these requirements (these are State requirements):
 - 3.1 NEW COMPANIES would be required to retain at least 15% of the peak employment during the entire exemption period or not fall below

50% of peak employment for more than one year (measured at the end of the tax year).

3.2 EXISTING COMPANIES in the Troutdale area would be required to increase employment by at least 10% of the average annual employment of the business at the time of entering the Zone.

4. LOCAL TROUTDALE CRITERIA.

4.1 MINIMUM INVESTMENT LEVEL: The minimum investment is \$1 million. In addition, the minimum investment for new construction/remodeling must be at least \$95 per square foot built. This calculation includes all real property (building, tenant improvements, equipment) included in the taxable assessed value. For eligible businesses expanding by adding equipment only, a minimum investment of \$1 million would be required. For eligible businesses with a combination of new construction and equipment, only the new construction/remodeling minimum (\$95 per square foot built) would be required. The cost per square foot built will be adjusted annually based on the most current construction Building Cost Index (BCI) figures available for Seattle in the Engineering News Record. This information will be updated annually.

4.2 FIRST SOURCE WORKER HIRING THROUGH A LOCAL SERVICE PROVIDER. A company would be required to utilize a local service providers' program for employee hiring at Zone operations throughout the project construction and tax exemption period. A "First Source Agreement" would be required with the service provider, which determines performance standards for recruitment activities. Positions to be hired through the local service provider would be negotiated. The local service provider would focus its initial recruitment efforts on residents of East Multnomah County, the area bounded by I-205 on the west, the Columbia River on the north, the Sandy River on the east and the Clackamas County line on the south (East County). This is a State requirement.

4.3 TROUTDALE ENTERPRISE ZONE BUSINESS PROCUREMENT PLAN. To generate employment opportunities for Troutdale target area residents, a company would be required to create and execute a procurement plan that will maintain or increase purchases from primarily businesses located within East Multnomah County, the area bounded by I-205 on the west, the Columbia River on the north, the Sandy River on the east and the Clackamas County line on the south. The

plan would include goals, numeric or percentage, as a means of providing benchmarks to evaluate the plan's effectiveness.

4.4 JOB QUALITY. Zone facility full-time jobs would be required to meet a minimum quality level during the period of exemption defined as the following:

- Total average compensation for the EZ facility full time regular employees, must be at least 125% of the minimum wage rate for the Portland Metro urban growth boundary (as per ORS 653.025(2)) as set at the time of authorization for a 3 year tax abatement.
- Compensation is defined as wages and salary, overtime, bonuses, profit-sharing, medical insurance and financial benefits that are not mandated under federal, state or local law, per calendar year (as defined by OAR 123-674-0600(5)).
- An Employee is defined as a person who works more than 32 hours per week for the Company, but does not include a person with a temporary or seasonal job or a person hired solely to construct qualified property (as defined in ORS 285C.180).
- Must provide benefits to full-time employees that meet the national average of non-mandated benefits for the size of company.
- Sufficient training and advancement opportunities must be available to employees.

4.5 APPLICATION FEE. There will be an application fee of 0.001 of the value of the investment in qualified property that is proposed in the application for authorization. This fee is payable to the City of Troutdale. (State authorized fee with the level determined by the local government.)

Program Requirements – Extended 5 Year Program

The City Council may extend the basic 3 year exemption by up to two more years for a total of 5 years. To receive the extended abatement a business and its property must satisfy and remain in compliance with the application, employment and other requirements necessary for the basic, 3 year exemption, during the entire four or five year period. Also, in accordance state statutes the Company must enter into a written agreement with local zone sponsor to address compensation standard and the additional requirements that the sponsor may reasonably require.

Pursuant to ORS 285C.160(3)(b), the Company will enter into an agreement with the City for the grant of the two additional years of tax exemption. The City may exercise the flexibility provided in OAR 123-668-2000(2)(c) and OAR 123-668-2300(3) providing for requirements which may differentiate among applicant firms in terms of investment size, industry and other characteristics.



City of Troutdale

AGENDA ITEM # ____
Exhibit B
Council Mgt. 12-13-2016

Columbia Cascade Enterprise Zone Program Policy

Adopted by Resolution No. 1901, September 11, 2007

Introduction

The Oregon Enterprise Zone (EZ) program is a State of Oregon economic development program that allows for property tax exemptions designed to encourage existing and new businesses to invest in major capital outlays and to create or retain quality jobs in certain designated areas. In exchange for receiving the property tax exemptions, participating businesses are required to meet certain program requirements as described in the Oregon Enterprise Zone Act and any additional requirements as set by local jurisdictions.

Program Requirements – Basic 3 Year Program

The City has established the following required criteria for Columbia Cascade Enterprise Zone eligible business to receive EZ tax benefits of the basic, 3 year exemption program. An applicant firm must:

1. FILE AUTHORIZATION APPLICATION. Company would be required to file a brief two-page State application form (150-303-029) with the ~~Columbia Cascade Enterprise Zone~~ Manager prior to the commencement of any site preparation or project construction (including the transfer of equipment into the zone).

2. LOCATE WITHIN THE ZONE BOUNDARY. This must be done without reducing a company's existing Oregon employment outside of the Troutdale/~~Fairview~~ area. Oregon companies moving operations from elsewhere in the state into the Zone are not eligible for Zone benefits if they are reducing employment levels at their non-Zone location (existing businesses located within 30 miles of the Zone would qualify for Zone benefits).

3. FULL-TIME JOB CREATION AND EXISTING EMPLOYEE RETENTION. Most new companies will be required to meet the following job creation and/or retention requirements. If a new company is investing more than \$25 million, City Council may choose to waive these requirements (these are State requirements):

3.1 NEW COMPANIES would be required to retain at least 15% of the peak employment during the entire exemption period or not fall below

50% of peak employment for more than one year (measured at the end of the tax year).

3.2 EXISTING COMPANIES in the Troutdale/~~Fairview~~ area would be required to increase employment by at least 10% of the average annual employment of the business at the time of entering the Zone.

4. LOCAL TROUTDALE CRITERIA.

4.1 MINIMUM INVESTMENT LEVEL: The minimum investment is \$1 million. In addition, the minimum investment for new construction/remodeling must be at least \$~~9~~75 per square foot built. This calculation includes all real property (building, tenant improvements, equipment) included in the taxable assessed value. For eligible businesses expanding by adding equipment only, a minimum investment of \$1 million would be required. For eligible businesses with a combination of new construction and equipment, only the new construction/remodeling minimum (\$~~9~~75 per square foot built) would be required. The cost per square foot built will be adjusted annually based on the most current construction Building Cost Index (BCI) CPI figures available for Seattle in the Engineering News Record. This information will be updated annually, ~~on the City's website, as well as all marketing materials for the Enterprise Zone.~~

4.2 FIRST SOURCE WORKER HIRING THROUGH A LOCAL SERVICE PROVIDER. A company would be required to utilize a local service providers' program for employee hiring at Zone operations throughout the project construction and tax exemption period. A "First Source Agreement" would be required with the service provider, which determines performance standards for recruitment activities. Positions to be hired through the local service provider would be negotiated. The local service provider would focus its initial recruitment efforts on residents of East Multnomah County, the area bounded by I-205 on the west, the Columbia River on the north, the Sandy River on the east and the Clackamas County line on the south (East County). This is a State requirement.

4.3 TROUTDALE ENTERPRISE ZONE BUSINESS PROCUREMENT PLAN. To generate employment opportunities for Troutdale target area residents, a company would be required to create and execute a procurement plan that will maintain or increase purchases from primarily businesses located within East Multnomah County, the area bounded by I-205 on the west, the Columbia River on the north, the

Sandy River on the east and the Clackamas County line on the south. The plan would include goals, numeric or percentage, as a means of providing benchmarks to evaluate the plan's effectiveness.

4.4 JOB QUALITY. Zone facility full-time jobs would be required to meet a minimum quality level during the period of exemption defined as the following:

- The average of all hourly full-time wages must be at least 150% of the Oregon minimum wage. Total average compensation for the EZ facility full time regular employees, must be at least 125% of the minimum wage rate for the Portland Metro urban growth boundary (as per ORS 653.025(2)) as set at the time of authorization for a 3 year tax abatement.
- Compensation is defined as wages and salary, overtime, bonuses, profit-sharing, medical insurance and financial benefits that are not mandated under federal, state or local law, per calendar year (as defined by OAR 123-674-0600(5)).
- An Employee is defined as a person who works more than 32 hours per week for the Company, but does not include a person with a temporary or seasonal job or a person hired solely to construct qualified property (as defined in ORS 285C.180).
- Must provide benefits to full-time employees that meet the national average of non-mandated benefits for the size of company.
- Sufficient training and advancement opportunities must be available to employees.

4.5 APPLICATION FEE. There will be an application fee of 0.001 of the value of the investment in qualified property that is proposed in the application for authorization. This fee is payable to the City of Troutdale. (State authorized fee with the level determined by the local government.)

Program Requirements – Extended 5 Year Program

The City Council may extend the basic 3 year exemption by up to two more years for a total of 5 years. To receive the extended abatement a business and its property must satisfy and remain in compliance with the application, employment and other requirements necessary for the basic, 3 year exemption, during the entire four or five year period. Also, in accordance state statutes the Company must enter into a written agreement with local zone

sponsor to address compensation standard and the additional requirements that the sponsor may reasonably require.

Pursuant to ORS 285C.160(3)(b), the Company will enter into an agreement with the City for the grant of the two additional years of tax exemption. The City may exercise the flexibility provided in OAR 123-668-2000(2)(c) and OAR 123-668-2300(3) providing for requirements which may differentiate among applicant firms in terms of investment size, industry and other characteristics.

RESOLUTION NO. 1901

A RESOLUTION AUTHORIZING APPLICATION TO THE STATE OF OREGON COMMUNITY AND ECONOMIC DEVELOPMENT FOR ESTABLISHMENT OF AN ENTERPRISE ZONE.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Cities of Troutdale and Fairview, with consent by resolution from the Port of Portland, are sponsoring an application for designation of a joint Columbia Cascade Enterprise Zone.
2. The Cities of Troutdale and Fairview are interested in establishing an Enterprise Zone to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity. The proposed Enterprise Zone has a total area of 2.46 square miles, and it meets other statutory limitations on size and configuration; it is depicted on the drawn-to-scale map (Attachment A) and described in the proposed boundary of the Columbia Cascade Enterprise Zone (Attachment B).
3. The proposed Enterprise Zone contains significant land that is reserved for industrial use, as indicated by the land use zoning map (Attachment C) included with the application and consistent with the City of Troutdale's Comprehensive Plan. The industrial sites in the proposed Enterprise Zone area are accessible, serviced, and otherwise ready for use and further development.
4. The designation of an Enterprise Zone does not grant or imply permission to develop land within the Zone without complying with prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans.
5. The Cities of Troutdale and Fairview appreciate the impacts that a designated Enterprise Zone would have and the property tax exemptions that an eligible business might receive therein, as governed by Oregon Revised Statutes (ORS) Chapter 285C and other provisions of Oregon Law.
6. All of the other municipal corporations, school districts, special service districts and taxing jurisdictions, other than the sponsoring governments, that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of the proposed Enterprise Zone were sent notice and invited to a public meeting regarding this proposal, in order for the sponsoring governments to effectively consult with these other local taxing districts. Follow-up arrangements as

agreed to with these consultations will be completed with affected districts within six months of the proposed Enterprise Zone's designation.

7. The Columbia Cascade Enterprise Zone would require criteria be met by businesses applying for the exemption (in addition to the State requirements). The proposed criteria that would need to be met by an eligible business if the Enterprise Zone is created are as follows:

a. **FILE AUTHORIZATION APPLICATION.** Company would be required to file a brief two-page application with the Columbia Cascade Enterprise Zone Manager prior to the commencement of any site preparation or project construction (including the transfer of equipment into the zone).

b. **LOCATE WITHIN THE ZONE BOUNDARY.** This must be done without reducing a company's existing Oregon employment outside of the Troutdale/Fairview area. Oregon companies moving operations from elsewhere in the state into the Zone are **not** eligible for Zone benefits if they are reducing employment levels at their non-Zone location (existing businesses located within 30 miles of the Zone would qualify for Zone benefits).

c. **FULL-TIME JOB CREATION AND EXISTING EMPLOYEE RETENTION.** Most new companies will be required to meet the following job creation and/or retention requirements. If a new company is investing more than \$25 million, City Council may choose to waive these requirements (these are State requirements):

i. **NEW COMPANIES** would be required to retain at least 15% of the peak employment during the entire exemption period or not fall below 50% of peak employment for more than one year (measured at the end of the tax year).

ii. **EXISTING COMPANIES** in the Troutdale/Fairview area would be required to increase employment by at least 10% of the average annual employment of the business at the time of entering the Zone.

d. **LOCAL TROUTDALE CRITERIA.**

i. **MINIMUM INVESTMENT LEVEL:** The minimum investment is \$1 million. In addition, the minimum investment for new construction/remodeling must be at least \$75 per square foot built. This calculation includes all real property (building, tenant improvements, equipment) included in the taxable assessed value. For eligible businesses expanding by adding equipment only, a minimum investment of \$1 million would be required. For

eligible businesses with a combination of new construction and equipment, only the new construction/remodeling minimum (\$75 per square foot built) would be required. The cost per square foot built will be adjusted annually based on the most current construction CPI figures available in the Engineering News Record. This information will be updated annually on the City's website, as well as all marketing materials for the Enterprise Zone.

- ii. **FIRST SOURCE WORKER HIRING THROUGH A LOCAL SERVICE PROVIDER.** A company would be required to utilize a local service providers' program for employee hiring at Zone operations throughout the project construction and tax exemption period. A "First Source Agreement" would be required with the service provider, which determines performance standards for recruitment activities. Positions to be hired through the local service provider would be negotiated. The local service provider would focus its initial recruitment efforts on residents of East Multnomah County, the area bounded by I-205 on the west, the Columbia River on the north, the Sandy River on the east and the Clackamas County line on the south (East County). This is a State requirement.
- iii. **TROUTDALE ENTERPRISE ZONE BUSINESS PROCUREMENT PLAN.** To generate employment opportunities for Troutdale target area residents, a company would be required to create and execute a procurement plan that will maintain or increase purchases from primarily businesses located within East Multnomah County, the area bounded by I-205 on the west, the Columbia River on the north, the Sandy River on the east and the Clackamas County line on the south. The plan would include goals, numeric or percentage, as a means of providing benchmarks to evaluate the plan's effectiveness.
- iv. **JOB QUALITY.** Zone facility full-time jobs would be required to meet a minimum quality level during the period of exemption defined as the following:
 - The average of all hourly full-time wages must be at least 150% of the Oregon minimum wage for a 3 year tax abatement.
 - Must provide benefits to full-time employees that meet the national average of non-mandated benefits for the size of company.
 - Sufficient training and advancement opportunities must be available to employees.

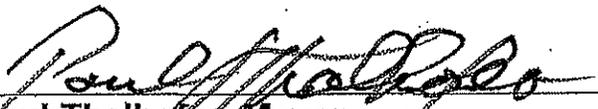
- e. **APPLICATION FEE.** There will be an application fee of .001 of the value of the investment in qualified property that is proposed in the application for authorization. This fee is payable to the City of Troutdale. (The State authorizes this fee, but the level is determined by the local government.)

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

1. The Cities of Troutdale and Fairview propose and apply for an Oregon enterprise zone to be named: The Columbia Cascade Enterprise Zone, and request that the director of the state Economic and Community Development Department order the designation of this Enterprise Zone. John Anderson, City Administrator for the City of Troutdale is authorized to submit the Enterprise Zone application for the City of Troutdale, and to make any substantive or technical change to the application materials, as necessary, after adoption of this resolution.
2. The City of Troutdale will give priority to the use in the proposed Enterprise Zone, if designated, of any economic development or job training funds received from the federal government, consistent with ORS 285C.065(3)(d).
3. The City of Troutdale commits, upon designation, to appoint the City Administrator John Anderson the local Enterprise Zone co-manager with an official appointed by the City of Fairview.
4. The City of Troutdale will comply with the requirements and provisions of ORS 285C.105 and to otherwise fulfill its duties under ORS 285C.050 to 285C.250.
5. The City of Troutdale commits, within six months of designation, to implement and to confirm for the department its fulfillment of such duties, as specified in OAR 123-065-0210, including but not limited to preparation of a list or map of local lands and buildings owned by the state or by municipal corporations within the Enterprise Zone that are not being used or designated for a public purpose and that have appropriate land use zoning, and to efforts for making such real property available for lease or purchase by authorized business firms under ORS 285C.110.
6. The City of Troutdale as a sponsor of the proposed Columbia Cascade Enterprise Zone exercises our option under ORS 285C.070 that qualified property of and operated by a qualified business firm as a hotel, motel or destination resort may receive a property tax exemption in the zone, and that such businesses are eligible for purposes of authorization upon effective designation of the zone.

7. The City of Troutdale authorizes staff to proceed with filing an application for establishing the Columbia Cascade Enterprise Zone in the area as shown on Attachment A.
8. This resolution is effective immediately upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0



Paul Thalhofer, Mayor
Date September 12, 2007



Debbie Stickney, City Recorder

Adopted: September 11, 2007



Oregon Minimum Wage

Department ▾

- BOLI Homepage
- Civil Rights Division
- Wage and Hour Division
- Technical Assistance for Employers

Oregon Minimum Wage Rate Summary

Enacted by the 2016 Oregon Legislature, Senate Bill 1532 establishes a series of annual minimum wage rate increases beginning July 1, 2016 through July 1, 2022. Beginning July 1, 2023, the minimum wage rate will be indexed to inflation based on the Consumer Price Index (CPI), a figure published by the United States Bureau of Labor Statistics.

In addition to a new standard minimum wage rate, the bill sets out a separate rate which will apply to employers located in the urban growth boundary of a metropolitan service district. (Currently, only the Portland metropolitan area has an urban growth boundary.) Finally, a third rate will apply within certain "nonurban" counties named in the bill:

Date	Standard	Portland Metro	Nonurban Counties
January 1, 2016	\$9.25	\$9.25	\$9.25
July 1, 2016	\$9.75	\$9.75	\$9.50
July 1, 2017	\$10.25	\$11.25	\$10.00
July 1, 2018	\$10.75	\$12.00	\$10.50
July 1, 2019	\$11.25	\$12.50	\$11.00
July 1, 2020	\$12.00	\$13.25	\$11.50
July 1, 2021	\$12.75	\$14.00	\$12.00
July 1, 2022	\$13.50	\$14.75	\$12.50
July 1, 2023	Adjusted annually based on the increase, if any, to the US City average Consumer Price Index for All Urban Consumers	\$1.25 over the standard minimum wage	\$1 less than the standard minimum wage

Portland Metro

The Portland Metro rate applies to employers located within the urban growth boundary (UGB) of the metropolitan service district.

- Search by address to determine whether a site is located inside the UGB with [Metro's Urban Growth Boundary lookup tool](#).
- A map of the UGB is also available for [download](#).

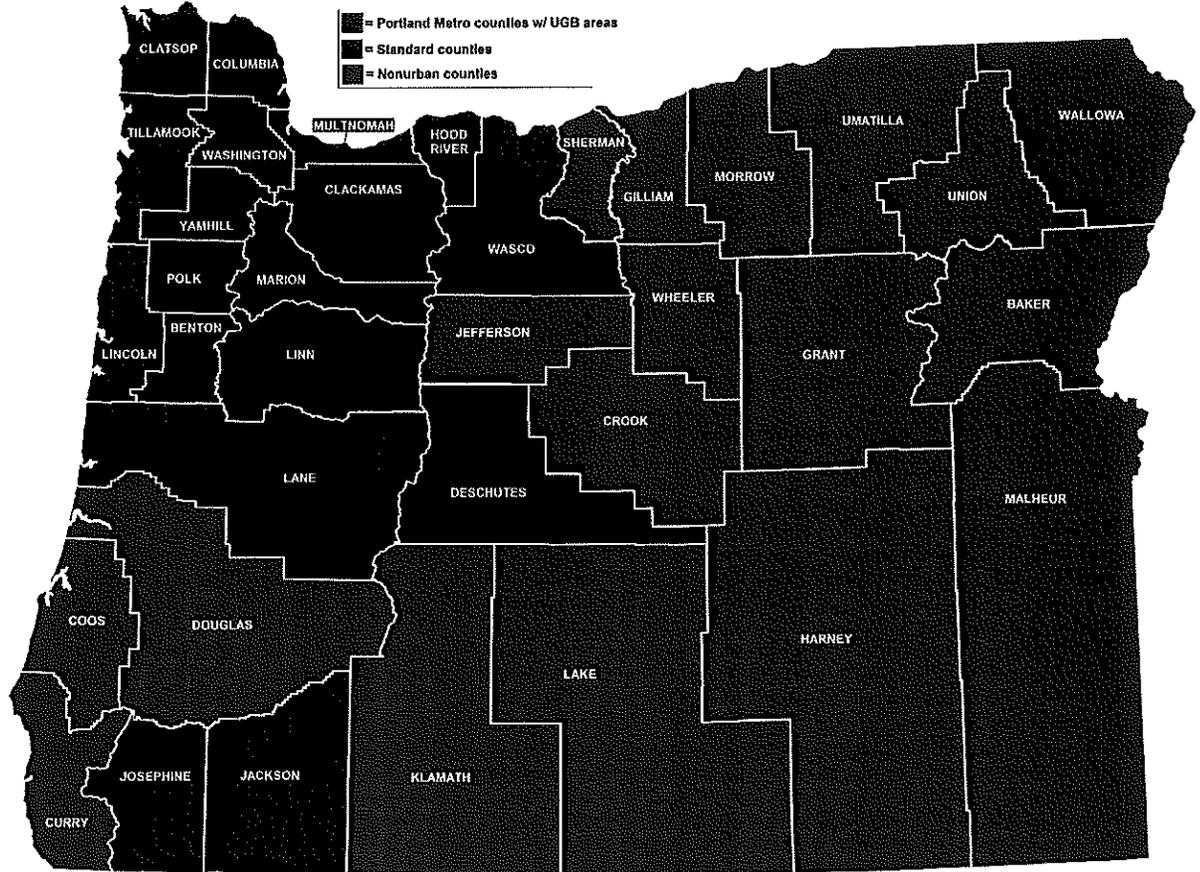
Nonurban counties

The nonurban rate applies to employers located within the following counties:

- | | |
|-----------|----------|
| Baker | Klamath |
| Coos | Lake |
| Crook | Malheur |
| Curry | Morrow |
| Douglas | Sherman |
| Gilliam | Umatilla |
| Grant | Union |
| Harney | Wallowa |
| Jefferson | Wheeler |

Oregon Minimum Wage Rates by County

NOTE: Employers located within Washington, Multnomah and Clackamas counties but NOT within the UGB will be subject to the standard rate, not the metro rate.



Help us improve! Was this page helpful?

Yes

No

OREGON.GOV

State Directories
 Agencies A to Z
 Oregon Administrative Rules
 Oregon Revised Statutes
 Oregon - an Equal Opportunity Employer
 About Oregon.gov

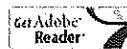


WEB SITE LINKS

Text Only Site
 Accessibility
 Oregon.gov
 Browser Support
 Privacy Policy
 Web Site Feedback

PDF FILE ACCESSIBILITY

Adobe Reader, or equivalent, is required to view PDF files. Click the "Get Adobe Reader" image to get a free download of the reader from Adobe.



RESOLUTION NO.

A RESOLUTION REVISING AND UPDATING THE COLUMBIA CASCADE ENTERPRISE ZONE PROGRAM POLICY.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. That the sponsorship of the Columbia Cascade Enterprise Zone (CCEZ) to encourage new business investment in new industrial facilities in Troutdale, job creation, higher incomes for local residents, and greater diversity of economic activity is in the best interest of the City.
2. That after following all applicable state requirements the CCEZ was adopted by the City Council on September 11, 2007 by Resolution No. 1901.
3. That the CCEZ was designated an urban enterprise zone by the Oregon Economic and Community Development Department September 28, 2007.
4. That CCEZ program contains certain criteria, in addition to those spelled out in state law. In the course of administering the CCEZ over the last nine years, some items require update to current circumstances, additional modification, or clarification of the local criteria.
5. That applications for a standard 3 year Enterprise Zone benefit are processed by the local Enterprise Zone manager as an administrative matter in accordance with the then existing zone program policies.
6. That applications for the extended 5 year Enterprise Zone benefit shall be in accordance with the then existing zone program policies and subject to a written agreement approved by resolution of the City Council.
7. That the City will continue to comply with the zone sponsor requirements and provisions of ORS 285C.105 and to otherwise fulfill its duties under ORS 285C.050 to 285C.250.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1. Approves the updated Columbia Cascade Enterprise Zone Program Policy in substantial conformity with Exhibit A of the Staff Report.

Section 2. The Enterprise Zone Manager is authorized and directed to submit the updated CCEZ program to the Oregon Business Development Department.

Section 3. The Enterprise Zone Manager is authorized and directed to implement, and to administer applications in accordance with the updated CCEZ program.

Section 4. Upon adoption, this Resolution shall be effective as of November 1, 2016.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date

Sarah Skroch, City Recorder
Adopted:



CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: A Policy Discussion for an Extended Enterprise Zone Agreement for a Fourth and Fifth Year for a Potential Project in the Troutdale Columbia Cascade Enterprise Zone.

MEETING TYPE:
City Council Regular Mtg.

STAFF MEMBER:
Erich Mueller

MEETING DATE:
December 13, 2016

DEPARTMENT:
Finance

ACTION REQUIRED:
Information / Discussion

ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:

PUBLIC HEARING:
No

N/A

Comments:

STAFF RECOMMENDATION: Require annual Community Service Fees for Extended Enterprise Zone property tax abatements for investments greater than \$25 million.

EXHIBITS: None

SUBJECT / ISSUE RELATES TO:

Council Goals

Legislative

Other (describe)

Continue to support desirable development in the Enterprise Zone (EZ)

ISSUE / COUNCIL DECISION & DISCUSSION POINTS:

- ◆ The Troutdale Columbia Cascade Enterprise Zone program policies were adopted September 12, 2007, and revisions to update the program effective November 1, 2016 were proposed.
- ◆ Extended enterprise zone property tax abatement may be granted subject to additional conditions and written agreement.
- ◆ Additional terms and conditions for a potential development project need to be considered.

Reviewed and Approved by City Manager:

BACKGROUND:

As previously discussed, the enterprise zone program is a State program to encourage new investment and job creation through the use of tax abatement incentives.

There are significant differences for rural versus urban zones, and further differences for urban zones within the Portland metro area urban growth boundary (UGB), which includes the Troutdale Columbia Cascade EZ.

For the Extended Abatement of 2 additional years beyond the basic 3 year program (totaling 5 years of exemption) 3 year program requirements must be satisfied, and the Extended Abatement approved by the local zone sponsor that may incorporate additional requirements that the local zone sponsor may reasonably require.

The regulations specify that the requirements be "additional" not in substitution of any of basic requirements, or simply a more stringent version of a statutory criterion. Extended abatements with urban zone conditions may not weaken or dispense with what is otherwise required for a 3-year period exemption.

While the additional requirements may not be arbitrarily applied, the local zone sponsor may differentiate among applicant firms in terms of investment size, industry and other characteristics.

The principal differences between the FedEx Ground 3 year abatement requirements and the Troutdale Energy Center (TEC) extended abatement agreement approved in July 2012 were wage levels and payment of a Community Service Fee (CSF). TEC expected to employ 25 high paid engineer type staff.

The Project Piper company is a very large company (billions) in a different industry than TEC, with a significantly greater projected employment (hundreds of jobs), but a more mass market compensation level than highly compensated power plant engineers of the TEC. The jobs are full time year round with benefits. The Piper investments in new building, plant and equipment are preliminarily estimated to exceed \$150 million but is similar in scale and employment to FedEx.

An annual CFS of 25% of the abated tax is preliminarily estimated to yield \$2.4 million while providing net property tax savings to Piper of approximately \$7.2 million over the 5 year extended abatement period. All the amounts are estimates as Piper's plans are not yet finalized.

Gresham, Portland and Hillsboro, as urban zones within the Portland UGB, charge an annual CSF. Gresham companies investing \$25 million or less pay 25% of the abated tax as a CSF in years 4 and 5 of the extended abatement period. Companies investing more than \$25 million pay

a CSF of 25% of the abated tax annually each of entire 5 years. The extended enterprise zone agreement with Subaru for their new \$33 million distribution center in the Gresham Vista Business Park included the CSF of 25% of the abated tax annually for all 5 years, which was the same for a \$189 million Boeing expansion. Gresham uses its CSF for economic development and job creation projects.

Hillsboro previously charged a 25% of the abated tax as a CSF in years 4 and 5 of the extended abatement period. Hillsboro recently adopted has a more complicated multi-factor sliding scale formula but again splits between small and large tax breaks, with the CSF scaling from 33% to 50% of the abated tax on larger amount of tax abated per job created. Hillsboro also uses its CSF for economic development projects and job training programs.

The PDC manages Portland enterprise zone programs currently include 55 companies, many of them small. PDC charges 2 different fees based on a percent of the abated taxes for eligible companies. A "Workforce Training and Business Development Fee" (rather than a CSF) and an additional Employee Support Fee, both have complicated procedures whereby some of fees can be used for workforce training, employee transit and child care costs.

Project Piper has requested the 5 Year Extended Enterprise Zone Abatement, and has asked that the City's deliberations on the issue proceed immediately.

SUMMARY:

Staff recommends that Troutdale require annual Community Service Fees for Extended Enterprise Zone property tax abatements for investments greater than \$25 million, but requires Council direction on the terms of the CSF in order to develop a written agreement to bring back to Council for approval once Piper is prepared to go public.

PROS AND CONS:

- A.** A CSF of 25% of the annual abated taxes each year of the 5 year extended period provides significant tax savings to Project Piper while also providing the City beneficial revenue.
- B.** Not collecting the CSF delays the City from receiving any meaningful tax revenue from Project Piper until November 2024 while providing significant tax savings to a multi-billion dollar company.

Current Year Budget Impacts: Yes (*describe*) N/A

Any Project Piper CSF would occur in future years.

Future Fiscal Impacts: Yes (*describe*) N/A

Potentially an estimated \$2.4 million of CSF revenue over 5 future years.

City Attorney Approved: Yes N/A

Community Involvement Process: Yes (*describe*) N/A