CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

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, May 26, 2015 – 7:00PM

Mayor
Doug Daoust

City Council
David Ripma
Eric Anderson
Larry Morgan
Glenn White
Rich Allen
John Wilson

City Manager
Craig Ward

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

2. **PRESENTATION:** "If I Were Mayor" contest, winning entry. ***Mayor Daoust***

3. **CONSENT AGENDA:**
   - **3.1 RESOLUTION:** A resolution endorsing the Halsey Corridor Metro grant application.
   - **3.2 RESOLUTION:** A resolution approving an Intergovernmental Agreement with the Port of Portland addressing environmental liability of all phases of the Troutdale Reynolds Industrial Park (TRIP), and the development of related infrastructure and public improvements.

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. **REQUEST:** A request for the City to provide sponsorship for the Cruise-In. ***John Leamy***

6. **PUBLIC HEARING / ORDINANCE (Introduced on May 12, 2015):** An ordinance amending Chapter 9.48 of the Troutdale Municipal Code to address wildlife hazards at the Troutdale Airport. ***Scott Anderson, Chief of Police***

7. **RESOLUTION:** A resolution adjusting the sanitary sewer utility fee, confirming the average flow rate for an equivalent residential unit and rescinding Resolution No. 2251. ***Steve Gaschler, Public Works Director***

8. **RESOLUTION:** A resolution adjusting the water commodity fee, confirming other water related fees and rescinding Resolution No. 2252

Steve Gaschler, Public Works Director

9. **RESOLUTION:** A resolution adjusting the storm sewer utility fee and rescinding Resolution No. 2250. ***Steve Gaschler, Public Works Director***

10. **RESOLUTION:** A resolution limiting City Council meetings to 9:30pm unless extended by a majority vote of the Council. ***Mayor Daoust***

11. STAFF COMMUNICATIONS

12. COUNCIL COMMUNICATIONS

13. ADJOURNMENT

Doug Daoust

Doug Daoust, Mayor

Dated: 5/20/15

City Council Regular Meetings will be replayed on Comcast Cable Channel 30 and Frontier Communications Channel 38 on the weekend following the meeting - Saturday at 2:30pm 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 Debbie Stickney, City Recorder at 503-674-7237.

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: Debbie Stickney, City Recorder 503-674-7237.

AGENDA ITEM #3.1

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Resolution Endorsing the Halsey Corridor Metro Grant Application.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** May 26, 2015 **STAFF MEMBER:** Craig Ward **DEPARTMENT:** Executive
ACTION REQUIRED Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Adopt resolution as proposed.

EXHIBITS: Letter of intent to submit a cycle 4 grant application to Metro, with project narrative, photographs of corridor area, and correspondence to Metro.

Subject / Issue Relates To:

☐ Council Goals ☐ Legislative ☒ Other (describe)

Economic development in and upon the Halsey Street corridor between 207th Avenue and Downtown Troutdale.

Issue / Council Decision & Discussion Points:

- There is currently not an economic development plan for future development and land uses along that segment of Halsey Street that links Troutdale, Wood Village, and Fairview.
- Funding strategic research and economic analyses is a core function of government, and collaborative approaches may bring the cost of such expertise within reach of local governments.
- Sourcing reliable, useful information has the potential to ground thoughtful, supportable public policies.

Reviewed and Approved by City Manager:

BACKGROUND:

Halsey Street is an accessible and well-travelled County arterial that links Troutdale, Wood Village, and Fairview, and joins these cities to points west and east. While activity and future development on Halsey Street has been studied for its effects on regional planning, and for solutions to transportation issues, the Halsey corridor has not been subject to a current, comprehensive economic development analysis.

Staff believe that obtaining an economic development analysis may address a number of intriguing questions, including:

- How can the presence of three cities along the corridor translate each city's unique characteristics to the corridor?

- Which development, land use, employment, and public services policies, among others, may be devised for this corridor?

- How may future economic development of the Halsey corridor enhance and coordinate with the Eastwinds urban renewal project, which is uniquely positioned as a significant urban renewal project that could possibly anchor or celebrate the eastern terminus of this corridor?

- How will Halsey corridor developments be compatible with Troutdale's Development Code, Central Business District, and Town Center Overlay District?

The attached letter of intent outlines the project for purposes of creating an application for Metro grant funding. Because this is a letter of intent, information about cost figures and funding mechanisms is preliminary, and will be finalized in actual grant application. However, City of Fairview staff preliminarily estimate a total project cost of $130,000, to be funded by a $100,000 grant request. The approximately $30,000 remainder would be funded by Troutdale, Wood Village, and Fairview by a blend of cash and in-kind contributions.

SUMMARY:

Troutdale and its neighbors believe that coordinated economic development planning may stimulate development and create value at locations on and near an important public street.

PROS & CONS:

A. Approve the proposed resolution to seek grant funding for economic development analysis.

B. Not approve the proposed resolution, and either seek economic information elsewhere, or forego creating this information.

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

Future Fiscal Impacts: ☒ Yes *(describe)* ☐ N/A
Initial plans assume Troutdale would only provide in-kind match.

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

Exhibit A
5/26/15 Council Mtg. – Item #3.1

Martha Bennett
Chief Operating Officer
600 NE Grand Avenue
Portland, OR 97232-2736

16th April 2015

Community Planning & Development Grant, Cycle 4 – 2015: Letter of Intent
Halsey Corridor Economic Development

Dear Ms. Bennett,

The City of Fairview and its neighboring cities of Wood Village and Troutdale, together with Multnomah County, have for a long time been discussing the potential of performing an economic development analysis of the NE Halsey Street corridor to complement and update the existing NE Halsey Street Conceptual Design Project. We believe that that this project offers the best opportunity to achieve meaningful results in both the short term as well as over time. In particular, we are excited at the opportunity to employ the Halsey Street corridor as a means of "pulling change into place" in a number of different areas:

- Shared vision statement for the corridor and how it will function and support each community along its path
- Using the principles of corridors as a way of both educating and branding Halsey in such a manner that it is beneficial to the region.
- The recognition that corridors have ever-changing personalities. Various land use, and activities along their length can be viewed as an asset.
- Realistic diversity, allowing for inclusion of a variety of land uses to serve the citizens along the corridor, and creating pulse points where public and private capital can be leveraged to mutual benefit within the corridor improvement.

The Cities of East County are operating with limited budget capacity and therefore efforts are focused on seeking additional sources of financial support to enable the process. In particular the Metro's Construction Excise Tax (CET) planning grants provide the vehicle to pursue this vision, and hence this letter of interest in obtaining such a grant. We feel this project will result in actual investment and intensification, and that condition in and of itself should be attractive to the committee in evaluating this letter of interest as being a project worthy of further consideration.

Sincerely,

Allan Berry, P.E.
Public Works/Community Development Director

Metro

Construction Excise Tax (CET) Planning Grants
Cover Sheet

Check one:
- [x] Letter of Intent
- [ ] Full Application

Project Name	Halsey Corridor Economic Development Study	Applicant Organization	City of Fairview
Contact Name	Allan Berry P.E.	Address	1300 NE Village Street
Phone	503-674-6235	Fax	503-667-7866
Email	berrya@ci.fairview.or.us	Fed. Tax ID #	93-6002161

Fiscal Agent Organization (if different from applicant)

Contact Name		Address	
Phone		Fax	
Email			

Project Location Description (25 words or less)

This project spans the Halsey corridor from 207th Avenue through Troutdale's downtown core. The corridor passes through the cities of Fairview, Wood Village, and Troutdale

Project Summary (50 words or less)

The City of Fairview and the cities of Wood Village and Troutdale, together with Multnomah County, are proposing an economic development analysis of the NE Halsey Street corridor to complement and update the existing NE Halsey Street Conceptual Design Project.

Construction Excise Tax Grant funding request $ 100,000

Total project cost $ 130,000

If submitting more than one proposal, please rank this proposal in order of priority

Metro Council District of Project

We, the undersigned, attest that to the best of our knowledge the information in this application is true and that all signatories have authorization to submit this grant application to Metro's Construction Excise Tax Planning Grants Program.

Applicant

Organization Name: City of Fairview

Printed Name: Samantha Nelson, City Administrator

Signature: Samantha D Nelson Date: 04/16/2015

Fiscal Agent

Organization Name:

Printed Name:

Signature: Date:

To ensure complete letter of intent or full application, please see SECTION 2 of the CET Application Handbook for a complete list of necessary documents for submittal.

COMMUNITY PLANNING & DEVELOPMENT GRANT: 2015 – HALSEY CORRIDOR
PROJECT NARRATIVE

PROJECT DESCRIPTION

The City of Fairview and the cities of Wood Village and Troutdale, together with Multnomah County, are proposing an economic development analysis of the NE Halsey Street corridor to complement and update the existing NE Halsey Street Conceptual Design Project. We believe that that this project offers the best opportunity to achieve meaningful economic development results in both the short term and over time. In particular, we are excited for the opportunity to employ the NE Halsey corridor as a means of "pulling change into place" in a number of different areas.

1. Engaging the cities of Fairview, Wood Village and Troutdale in meaningful planning for joint land use, transportation, economic development efforts, and consolidation of services.

2. Using the principles of corridors as a way of educating the region and branding Halsey in such a manner that it is beneficial to all of the participating communities. The NE Halsey corridor has a mixed use land use pattern, presenting livability opportunities such as multi-modal transportation, 20-minute neighborhoods and regional attractors.

EVALUATION CRITERIA

1) EXPECTED DEVELOPMENT OUTCOMES

a. The three cities have individual characteristics that will create a variety of opportunities to enhance the corridor through strategic planning and the promotion of opportunities that will foster economic development, job growth and housing development. Currently, Fairview has commercial, residential and medical facilities on Halsey but expects that the promotion of the corridor will enhance the development and provision of ancillary businesses to support these existing facilities. Wood Village has a different business presence large scale stores, a hotel, some small local commercial operations, as well as some light industry. Troutdale has a clearly defined downtown, regional outlet mall and often is the oft stated "Gateway to the Gorge". To the west Troutdale has the Edgefield complex and housing developments. The three cities would benefit from combined economic development planning.
b. This grant will use the principles of corridors as a way of both educating and branding Halsey in such a manner that it is beneficial to all of the participating communities. Realistic diversity, allowing for inclusion of a variety of land uses to serve the citizens along the corridor, and creating pulse points where public and private capital can be leveraged to mutual benefit should be acknowledged as goals of corridor improvement.
c. A description of the level of community readiness and local commitment to the predicted development outcomes. Considerations include:
    1. **Track record of successful implementation of community development projects and / or past CPDG plan implementation:** We do not have a past record of CPDG plan implementation but the Halsey Street Conceptual Design Project was implemented commencing in 2005 and is the baseline around which we wish to formulate the economic development strategy that will result from successfully obtaining and delivering products of this grant.

2. **Development sites of adequate scale to generate critical mass of activity:** This proposed work will serve to take current activities and use them as the catalyst for further investment in the corridor. Major developments in this corridor that we believe are significant cornerstones for future development include a new VA Clinic in Fairview, a proposed mixed use development west of 223rd, the expansion of the Pressure-Safe facility in Wood Village, the ever popular Edgefield complex in Troutdale, and the Troutdale downtown and its associated urban redevelopment area . In short, we believe this will be the ultimate in cultivating catalytic investment for the three cities and beyond.

3. **Existing and proposed transportation infrastructure to support future development:** The Halsey Street Conceptual Design Project provides the framework, and has been successfully implemented in various areas of the corridor. This CPDG project will take that work, and evaluate the land use and investment strategies that the design recommendations most closely suit, and thereby evaluate the very best economic development approaches to make the corridor as vibrant as possible. In those areas where things have changed, an update and reevaluation of the needs of the three communities will be undertaken.

4. **Existing urban form providing strong redevelopment opportunities:** The corridor has multiple areas where redevelopment is a potential. We envisage a strategy where the current land use requirements are evaluated and the future redevelopment will incorporate the economic drivers that the East County cities need to continue to grow and develop and create jobs. The neo-traditional urban forms present in Fairview and Troutdale compliment the future economic development opportunities within the NE Halsey corridor.

5. **Sound relationship to adjacent residential and employment areas**: Our local economies are inter-related and beginning to grow. We see this grant as being a catalyst to promote more job creation and business development in the entire area from NE 207th to the Sandy River. The diversity of opportunity in this corridor is boundless and we are excited at the prospects. Troutdale has an established, vibrant core and expanding downtown area that forms the anchor for this project.

6. **Compelling vision and long-term prospects**: We see this corridor as being a destination as well as the gateway to the beauty of the Columbia River Gorge. The diversity of opportunities and the very direct connection that this provides from the metropolitan area holds great promise for the future economic development of the three affected cities. We see this as an opportunity to brand the cities in a very positive light and to create a culture where East County realizes the potential that its geographic location presents.

d. Roles and Responsibilities of the team are discussed in Section 11 of this LOI, but will be further defined and elaborated on during the final application process.

2. REGIONAL SIGNIFICANCE:

The regional significance of this economic development study is to serve goals of the East Metro Connections Plan done in 2012. This plan identified recommendations for transportation and other investments that advance economic and community development. The locational advantages present in the three cities is regionally- relevant, given the Columbia River Gorge recreational, industrial, commercial and residential uses and opportunities.

a. **People live and work in vibrant communities where their everyday needs are easily accessible:** Ultimately, the NE Halsey Corridor will increase economic growth and provide for an increase in local services, jobs. The existing development patterns within our communities support the vibrant development and redevelopment of the corridor to provide needed services.
b. **Current and future residents benefit from the region's sustained economic competitiveness and prosperity**: This project will create and stimulate vibrancy in the local economy we believe will be a shared catalyst for economic development.
c. **People have safe and reliable transportation choices that enhance their quality of life:** NE Halsey has been developed as a multi-modal route to encourage every form of transportation. It is very well served by bus and some bike facilities. We envision more pedestrian and bicycle hub facilities along the route to facilitate a variety of transport modes.
d. **The region is a leader in minimizing contributions to climate change**: The East County cities have been participants in the Climate Smart Strategy. The County has committed to being an advocate for increased transportation funding that ensures a diversity of transportation options to reduce greenhouse gas emissions. This economic development project will build on those goals and objectives.
e. **Current and future generations enjoy clean air, clean water and healthy ecosystems**: This corridor is rich with natural resource features; the Columbia River and tributaries, Blue Lake, Fairview Lake, and the gateway to the Columbia River Gorge. Our area will be an example of how a corridor can be developed to provide increased access to the natural areas while providing a vibrant and accessible economic hub across all three jurisdictions.
f. **The benefits and burdens of growth and change are distributed equitably:** East County has a significant representation of under-represented and under-served populations. In all our endeavors we strive for equity and diversity as we grow and change. This project will provide the platform for an equitable distribution of economic growth and stimulus that will benefit the entire area.

3. CENTERS, CORRIDORS, STATION COMMUNITIES AND MAIN STREETS IN THE 2040 GROWTH CONCEPT

a. The boundaries for the Halsey Street Corridor were established as part of the 2040 2040 Growth Concept Map, identified as Corridor 6. The 2005 NE Halsey Corridor Design Plan was done by Multnomah County. Our cities seek to build on the existing work by doing an economic development study to foster additional investments and economic activity within the corridor.
b. The purpose of this project is to formally perform an economic development analysis on the NE Halsey corridor to supplement and complement previous work on this minor arterial. The proposed work will include analyzing market conditions, regulatory barriers, existing and potential incentives to support mixed use, pedestrian-friendly and transit supportive development.
c. The proposed project will provide a plan of action and investments to build upon the cities assets.
    i. The proposed plan will review the policies of the cities to see if there are any regulatory barriers to future land development. Each city will review and propose Comprehensive Plan policies and development regulations to support a mix and intensity of uses
    ii. There are limited industrial areas within the corridor boundary. There is existing transit, as well as transit supportive development but we will evaluate additional transit, bike and pedestrian needs, and parking management strategies.
    iii. Public investments in pedestrian-friendly and transit-supportive development have been analyzed in the East Metro Connections Plan. We anticipate further refinement will need to be conducted as part of the proposed economic development study.

iv. The City of Fairview has received a TGM grant to update its Transportation Systems Plan (TSP). That project is in process at this time. Wood Village has a TGM grant to look at redevelopment of the Multnomah Greyhound Park area.

4. OTHER LOCATIONS:

a. & c. This proposed grant facilitates development and redevelopment of areas in the corridor that will provide increased employment opportunities. We believe that this corridor approach to connecting the economies of the three cities will enhance a variety of existing businesses and create an atmosphere where new businesses will seek to explore the possibilities. NE Halsey is the main arterial through the area where many of the underserved population of the three cities are located. By providing increased potential for economic activity, we see this as a huge boost to our local economy and a vehicle for upward mobility for this population.

b. Not applicable

5. BEST PRACTICES

The three City Councils have agreed on the needed economic development study and support the concept. Multnomah County and Metro staff have been involved in the discussions and, collectively, there is a genuine interest in making this a corridor that will make a difference economically, socially, and politically. We would take the results of this study to any communities throughout the region, would host workshops and share the pros and cons of the process to help other communities be successful.

6. LEVERAGE and 7. MATCHING FUND/POTENTIAL

We are requesting a grant of $100,000 to accomplish this work and have established a target match of 30% for this project comprised of a combination of cash and in-kind contributions from the partner cities. Allocation of the in-kind contributions will be determined at the time of grant application.

8. GROWTH ABSORPTION

In all three cities, we have a commitment to increased job creation. We see this project as being one where the impetus of staking out an economic development plan will encourage businesses to position themselves in the corridor and take advantage of the synergy that this corridor concept will create. Our goal is achieve a jobs/housing balance.

9. PUBLIC INVOLVEMENT

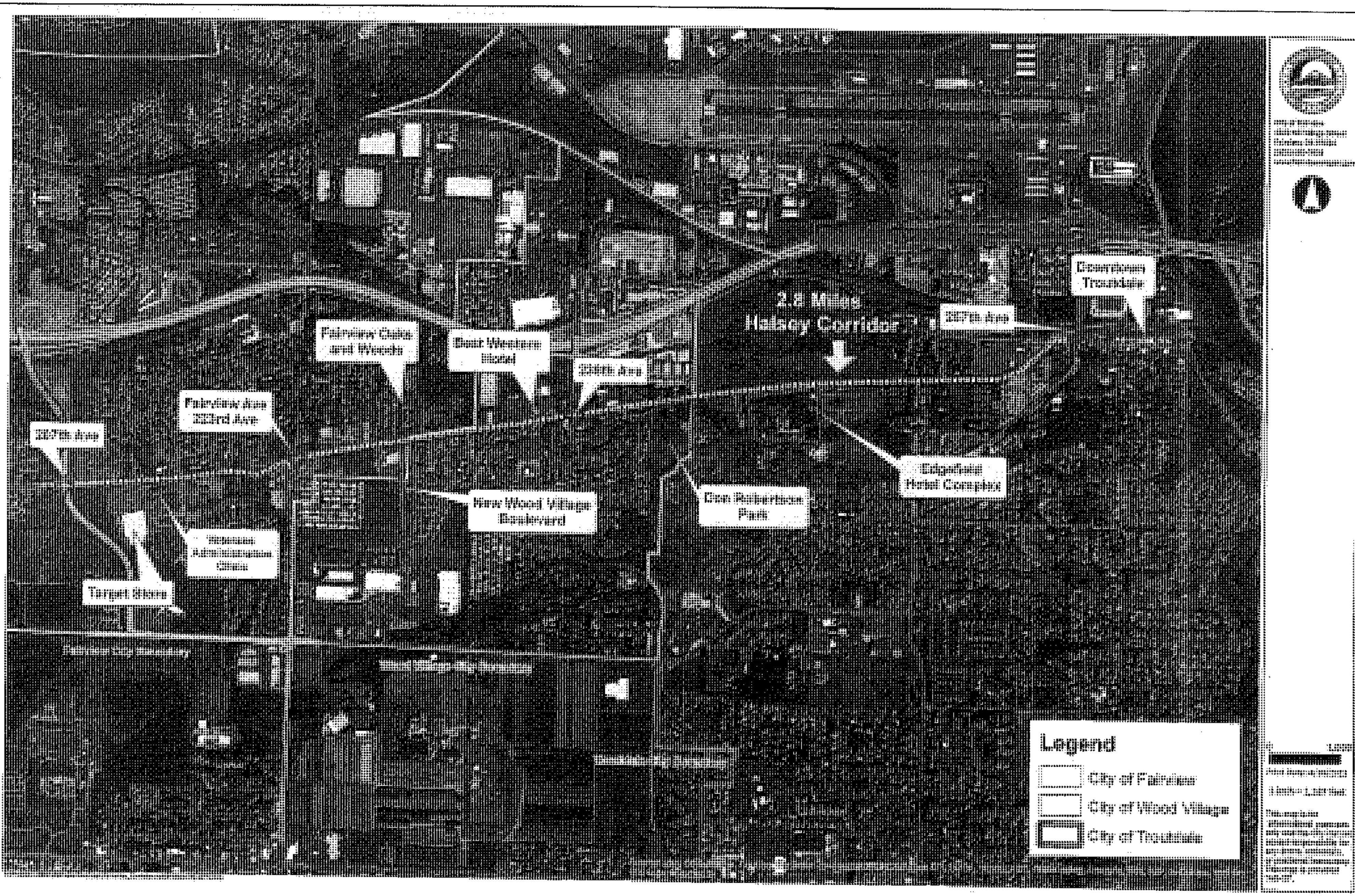
We will engage our local population in multi-disciplinary, multi-cultural outreach effort which will include property owners, residents, businesses, nonprofits, and other key stakeholders. Special outreach and inclusion efforts will involve disadvantaged communities in the project.

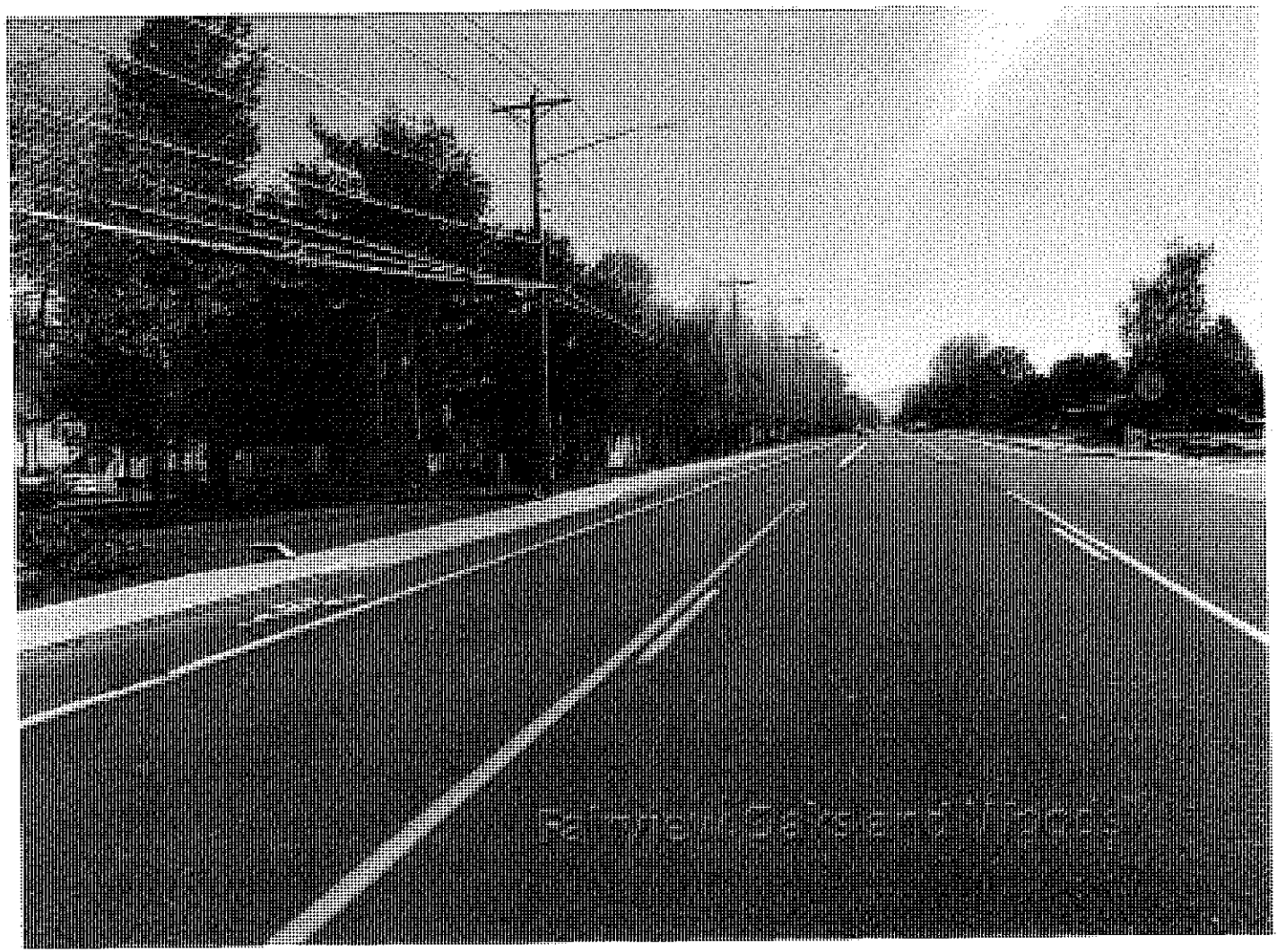
10. GOVERNING BODY and 11. CAPACITY OF APPLICANT

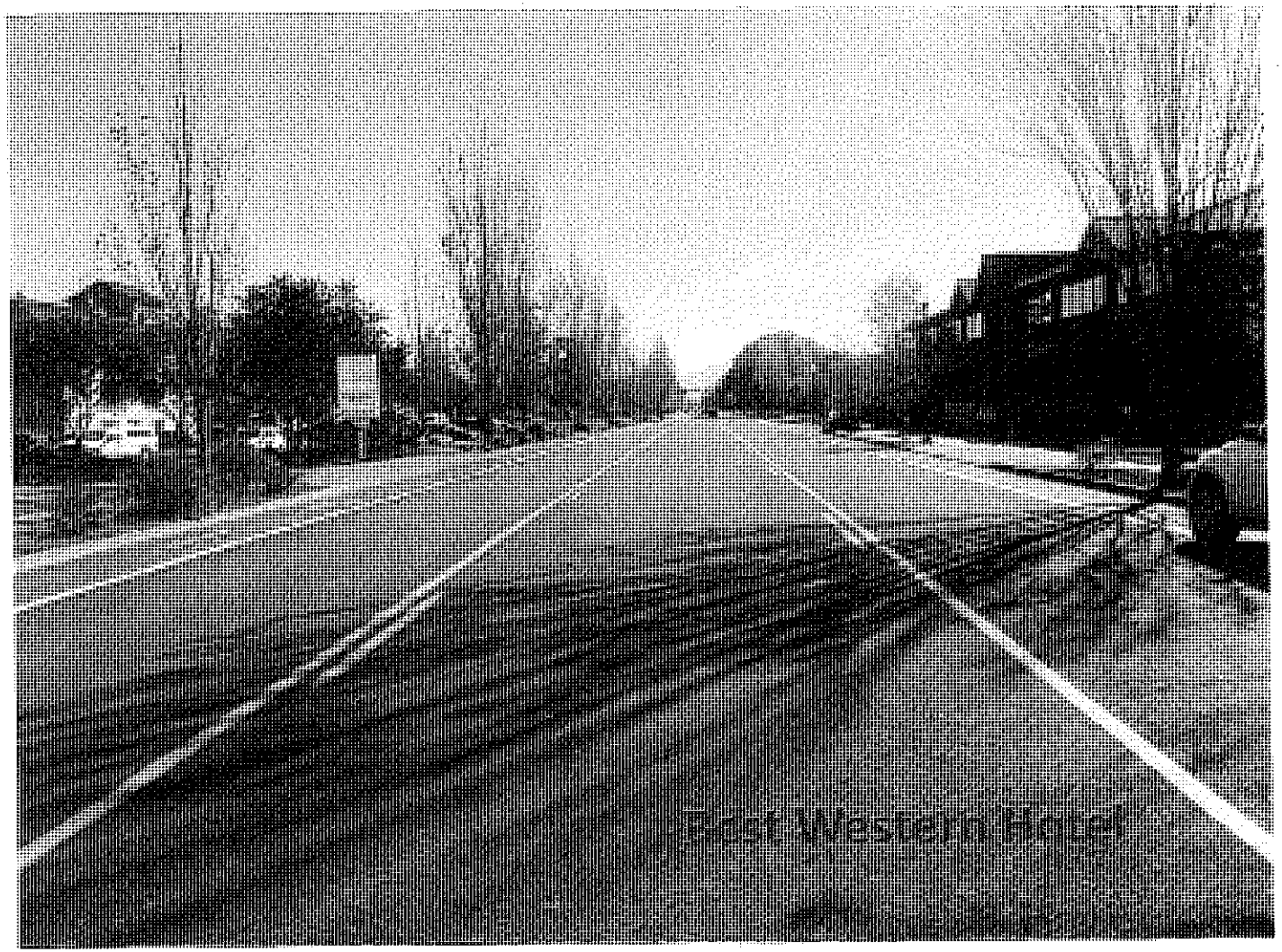
Project Management: Fairview will provide project management. Public Works/Community Development Director, Allan Berry; Economic Development Program Manager, Erika Palmer will be responsible staff. We have support from Bill Peterson, Wood Village City Manager, and John Morgan, Troutdale Community Development Director, Joanna Valencia, Multnomah County Senior Planner, and Metro coordinator Grace Cho. This project has the support of the local agencies and has been supported by City Councils of each city.

Attachments

- Location Aerial / Key
- Specific Area Photographs
- Letters of Support


2.8 Miles
Halsey Corridor
Downtown Troutdale
Fairview Oaks and Woods
Best Western Hotel
Edgefield Hotel Complex
Don Robertson Park
New Wood Village Boulevard
Target Store
Legend
City of Fairview
City of Wood Village
City of Troutdale




Post Western Road

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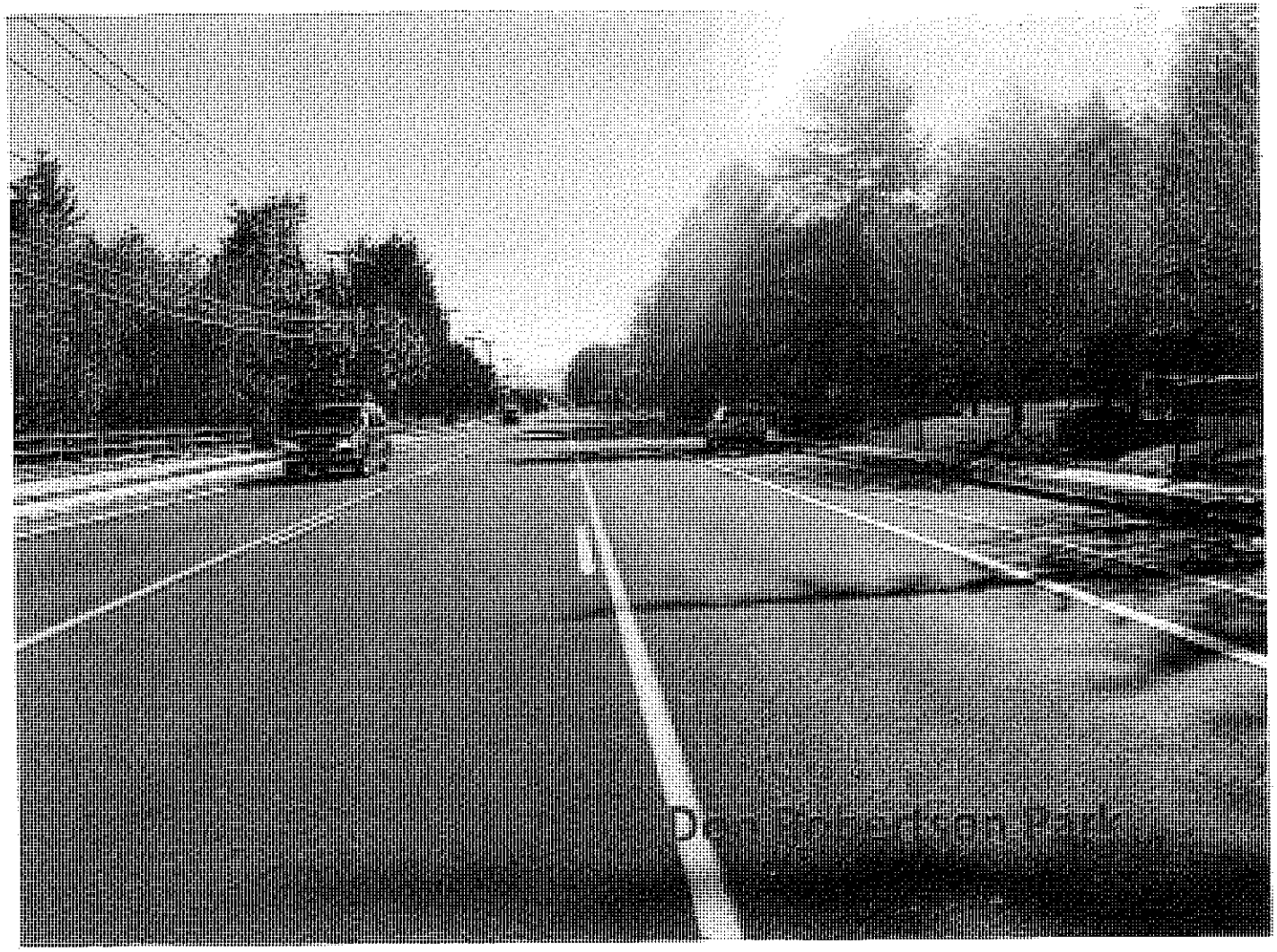
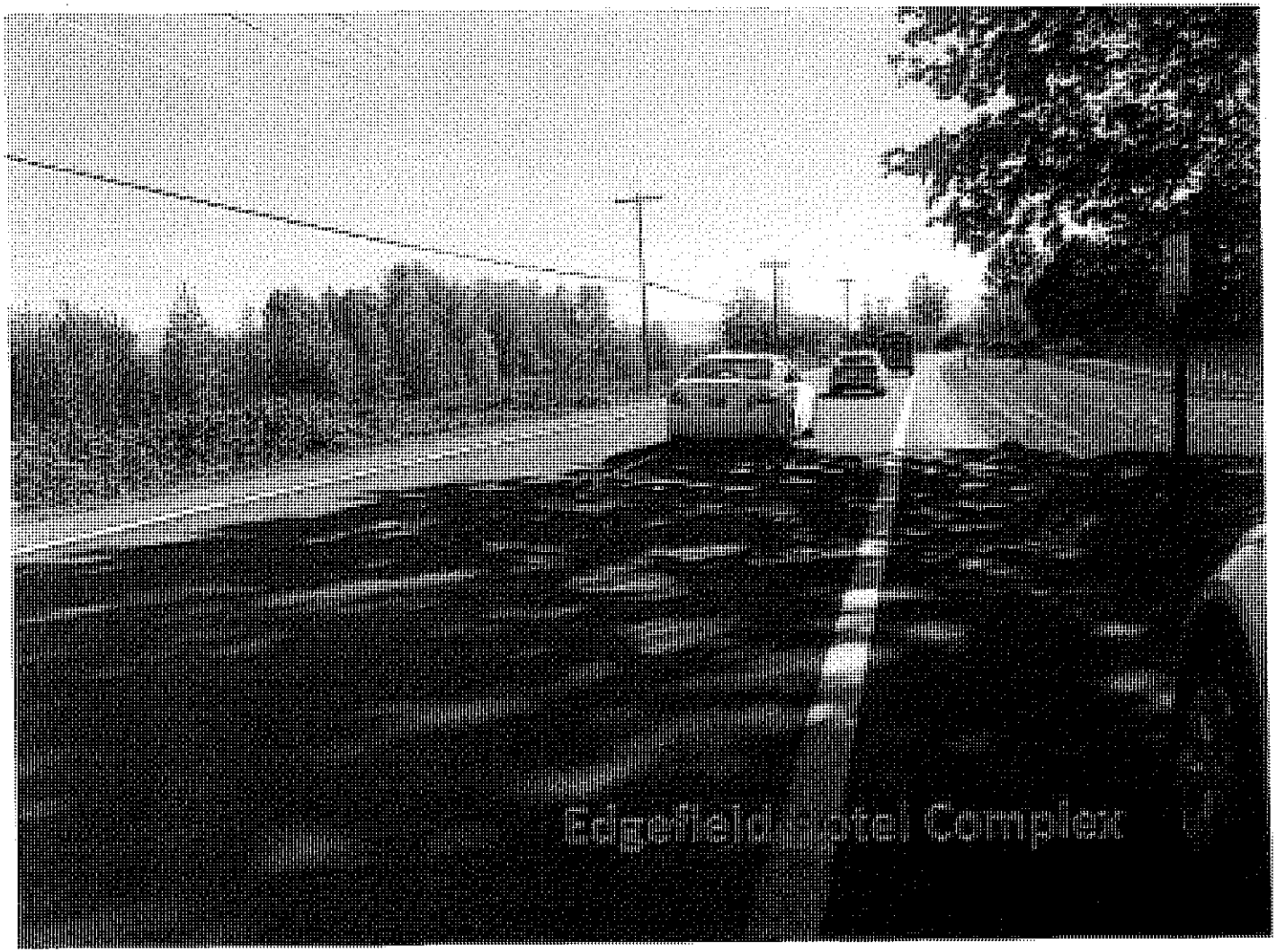
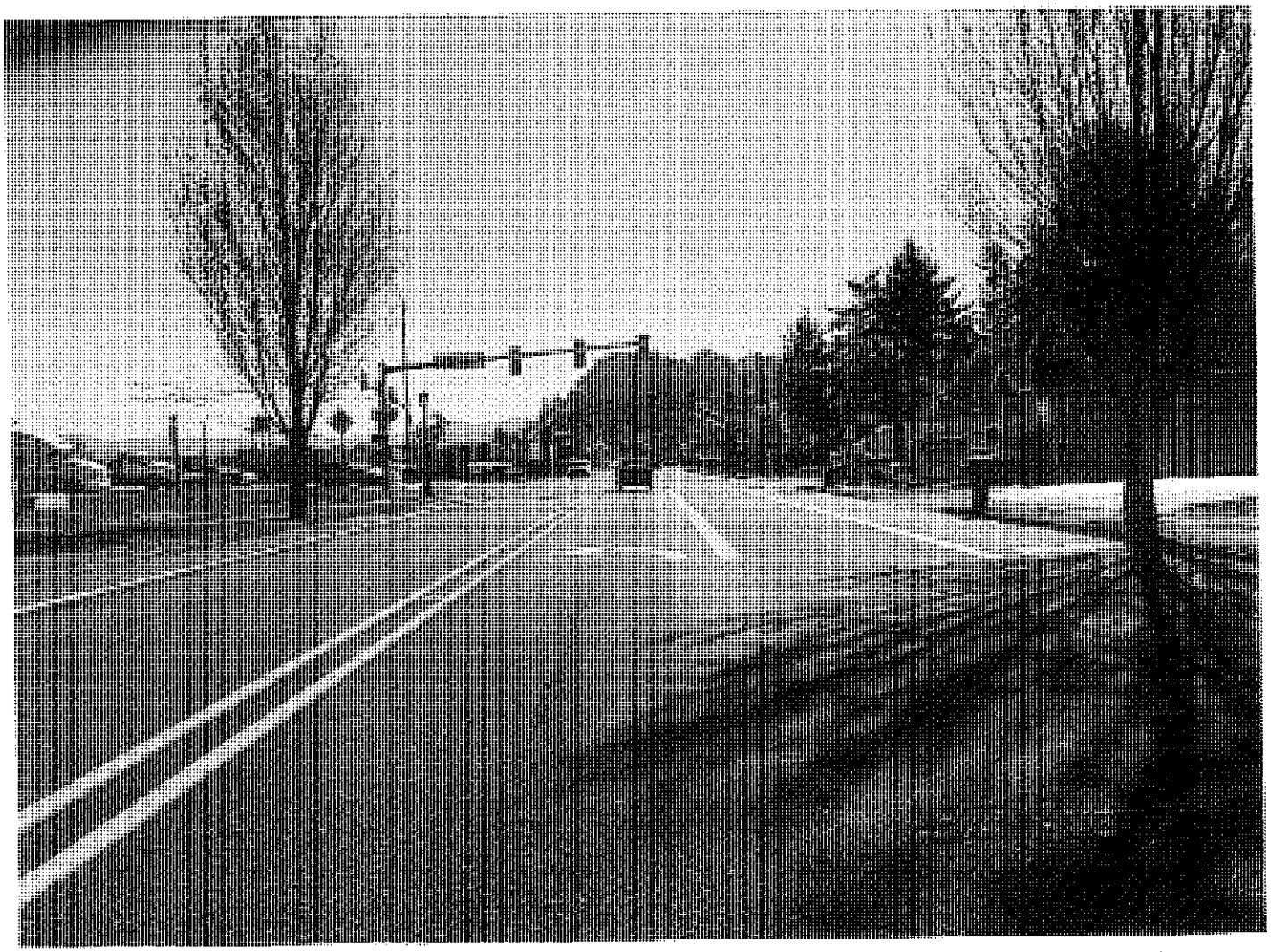



Edgefield Hotel Complex



RESOLUTION NO. __

A RESOLUTION ENDORSING THE HALSEY CORRIDOR METRO GRANT APPLICATION

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Halsey Street from the Sandy River area, west to 207th Street, links three cities, including Troutdale, but has not been subject to a thorough economic and development analysis to identify opportunities and plan for them.

2. The cities of Troutdale, Wood Village, and Fairview, wish to combine resources and obtain additional funding, to obtain professional services which may produce an economic development plan along an important transportation corridor.

3. The staff members of these three cities wish to approach their Councils, present a letter of intent to seek Metro Cycle 4 grant money, and request official consideration and endorsement of this effort.

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

Section 1. The City Manager shall collaborate with professional staff of Fairview and Wood Village, and other necessary persons, to apply for a Metro Cycle 4 grant, and produce an economic development plan for the Halsey Corridor.

Section 2. The City Manager is authorized to share, with the cities of Wood Village and Fairview, combined matching funds totaling up to $30,000 in cash or in-kind contributions, in proportions to be developed and agreed upon by the professional staff of those cities.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

Date_____

_____
Debbie Stickney, City Recorder

Adopted:

AGENDA ITEM # 3.2

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Resolution Approving An Intergovernmental Agreement with the Port of Portland Addressing Environmental Liability of All Phases of the Troutdale Reynolds Industrial Park (TRIP), and the Development of Related Infrastructure and Public Improvements.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** May 26, 2015 **STAFF MEMBER:** Erich Mueller **DEPARTMENT:** Finance
ACTION REQUIRED Consent Agenda/Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Adopt resolution as proposed.

EXHIBITS: A. Intergovernmental Agreement (IGA), in its substantial form.

Subject / Issue Relates To:

☒ Council Goals ☐ Legislative ☐ Other:

Goal: ***ENCOURAGE ECONOMIC DEVELOPMENT*** **- B. OBJECTIVE: CONTINUE TO SUPPORT DEVELOPMENT IN THE ENTERPRISE ZONE AND AT THE TROUTDALE AIRPORT**

Issue / Council Decision & Discussion Points:

- Support for the Port of Portland infrastructure improvements to the 235 acres of the TRIP phase II site.
- Future environmental liability protection for the City from pre-existing residual contamination in dedicated Public Improvements received from the Port.

Reviewed and Approved by City Manager:

BACKGROUND:

After the Port of Portland ("Port") acquired the Troutdale Reynolds Industrial Park or "TRIP Property" from the Reynolds Metals Corporation ("RMC") on December 21, 2007, the Port has been redeveloping the TRIP Property into industrial and commercial facilities.

The TRIP Property had been listed as the Reynolds Metals Superfund Site, Troutdale, on the United States Environmental Protection Agency ("EPA") National Priorities List under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA") and listed on the Oregon Department of Environmental Quality ("DEQ") Confirmed Release List and Inventory under ORS Chapter 465.

The TRIP Property was remediated pursuant to a Consent Decree, Case No. 3:08-cv-00108-KI, between the United States and RMC and a Consent Judgment, Case No. 0810-14363, between the State of Oregon and RMC. In summary, these judgments, easements and agreements allowed contamination to remain on site under certain restrictions to prevent exposures to human health or the environment. This contamination included residual fluoride groundwater contamination and other residual contamination associated with the historical operation of the RMC aluminum smelter.

The Port has constructed utilities, roadways, and other infrastructure ("Public Improvements") on the TRIP Property within the City of Troutdale. The City and the Port entered into an IGA in 2009, which was updated in 2011, for the dedication of the Public Improvements to the City, and limit the City's liabilities and costs associated with having to own and operate Public Improvements including underground utilities in an area of pre-existing residual contamination subject to agreements with environmental protection agencies, the Port and the City

In connection with the improvements contemplated by the IGA, both the Port and the City have conducted Phase I environmental site assessments of the property and Public Improvements proposed for dedication to the City. The Phase I assessments enable both the Port and the City to become Bona Fide Prospective Purchasers pursuant to federal Superfund law, providing a defense to liability related to the Reynolds Superfund Site and related contamination. In addition, the Port and the City negotiated and entered into Prospective Purchaser Agreements through Consent Judgments with the State of Oregon, providing liability protection from the state and third parties for claims relating to the existing Reynolds contamination.

Over the past few years the Port has been preparing the TRIP Phase 2 development plans and now wishes to enter into an IGA addressing the Infrastructure and Public Improvements for TRIP Phase 2, and all prior and anticipated future phases of TRIP.

The IGA provides several key protections to the City as a condition of accepting dedication of the Public Improvements. These protections include a full release of any and all liability to the Port or those acting by and through the Port as a result of any activities authorized by the City prior to, through and including the date of dedication. The IGA also provides for full reimbursement of costs and expenses for contamination encountered during operation and maintenance of the Public Improvements related to existing contamination.

While the substantive agreements reached in the IGA are complete, there are several exhibits to the attached IGA in draft form that will be finalized following the approval of the IGA by the Port and the City. The form of the resolution provides for both parties to continue working together to complete these exhibits and prepare a final, complete IGA subsequent to adoption by the City.

Finally, the IGA includes terms clarifying that if additional future improvements are constructed and proposed for dedication to the City by the Port, that the IGA will not require substantive revision other than to include the updated exhibits and references to those additional improvements.

SUMMARY:

The proposed IGA is scheduled for the Port's governing commission earlier next month which would enable the Port to move forward with development during this construction season.

The proposed IGA supports the continued development of the TRIP site while providing risk protection for the City to accept, operate and maintain the future public improvements of the TRIP property with respect to existing hazardous materials at the TRIP site.

PROS & CONS:

A. Approve the proposed IGA which support the Port's TRIP Phase 2 development while controlling the City's risks with respect to existing hazardous materials at the TRIP site.

B. Not approve the proposed resolution and prevent future development in the TRIP site.

Exhibit A
AGENDA ITEM # 3.2
Council Mtg. 5/26/2015

TROUTDALE REYNOLDS INDUSTRIAL PARK INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into as of the Effective Date as defined in this Agreement between the CITY OF TROUTDALE ("City"), a municipal corporation, and THE PORT OF PORTLAND ("Port"), a port district of the state of Oregon (individually a "Party" and collectively the "Parties"), in connection with the Port's proposed development and dedication of those portions of the "Troutdale Reynolds Industrial Park Property" or "TRIP Property," located in Troutdale, Oregon, as depicted in **Exhibit A** to this Agreement.

RECITALS

A. WHEREAS, the Port owns and is proposing redevelopment of the TRIP Property into industrial and commercial facilities as shown on the TRIP Master Plan attached as **Exhibit D;**

B. WHEREAS, in connection with the redevelopment of the TRIP Property the Port has constructed and dedicated the TRIP Phase I Public Improvements, including the Swigert Way Corridor as illustrated in **Exhibit B** and the Swigert Way Infrastructure as illustrated in **Exhibit C**, and the Port is constructing the new TRIP Phase II Public Improvements as illustrated in **Exhibit B-1**;

C. WHEREAS, in connection with such redevelopment the Port requested and received City annexation approval of a portion of the TRIP Property on February 28, 2007, and City preliminary approval of the first major partition plat on August 15, 2007;

D. WHEREAS, the TRIP Property has been listed as the Reynolds Metals Superfund Site, Troutdale, on the United States Environmental Protection Agency ("EPA") National Priorities List under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA") and listed on the Oregon Department of Environmental Quality ("DEQ") Confirmed Release List and Inventory under ORS Chapter 465;

E. WHEREAS, the TRIP Property has been and continues to be remediated under a Consent Decree, Case No. 3:08-cv-00108-KI, between the United States and Reynolds Metals Company, its successors and assigns ("Reynolds") and Alcoa, Inc., its successors and assigns ("Alcoa") entered in the United States District Court for the District of Oregon on September 10, 2008 ("United States Consent Decree" as defined in Section 25.31) and a Consent Judgment, Case No. 0810-14363, between the State of Oregon and Reynolds entered in the Multnomah County Circuit Court on October 10, 2008 ("State of Oregon Consent Judgment"), each requiring implementation of the Final Record of Decision issued by EPA with the concurrence of DEQ on September 29, 2006 ("ROD") and compliance with the Reynolds-DEQ Easement and Equitable Servitudes dated December 19, 2007, and the Reynolds-Oregon Department of Parks and Recreation Conservation Easement dated December 13, 2007 (collectively the "Reynolds Remedial Action Requirements," defined in Section 25.24);

F. WHEREAS, known residual fluoride groundwater contamination and other residual contamination associated with the historical operation of an aluminum smelter remains on the TRIP Property as components of Removal (as defined in Section 25.21) and Remedial Action (as defined in Section 25.22) approved by EPA and DEQ under the terms and conditions of the Reynolds Remedial Action Requirements;

G. WHEREAS, the Port acquired the TRIP Property on December 21, 2007, free of liability for known and unknown existing hazardous materials releases on the Site as of that date ("Reynolds Contamination" defined in Section 25.23) pursuant to state and federal law, including a consent judgment entered into between the Port and the State of Oregon on December 18, 2007, in settlement of Multnomah County Circuit Court Case No. 0712-15146 ("Port Consent Judgment" defined in Section 25.17) and the Bona Fide Prospective Purchaser defense ("BFPP Defense" defined in Section 25.2) pursuant to CERCLA Section 107(r), 42 USC § 9607(r);

H. WHEREAS, Port and the City entered into the first Intergovernmental Agreement concerning the TRIP Property on June 1, 2009. A subsequent Intergovernmental Agreement was entered into by the Port and the City on April 18, 2011, to include an updated City Phase I Environmental Site Assessment for TRIP Phase I Public Improvements. The City approved the Final Plat for the TRIP Phase I Public Improvements on April 25, 2011. The Final Plat was recorded by the Port on May 3, 2011, transferring the TRIP Phase I Public Improvements to the City free of liability for known and unknown Existing Hazardous Materials Releases (as defined in Section 25.13) on the TRIP Property as of that date pursuant to a consent judgment entered into between the City and the State of Oregon on June 16, 2010, in settlement of Multnomah County Circuit Court Case No. 1006-08622 ("Troutdale Consent Judgment" defined in Section 25.30), and the Bona Fide Prospective Purchaser defense ("BFPP Defense" defined in Section 25.2) pursuant to CERCLA Section 107(r), 42 USC § 9607(r);

I. WHEREAS, the City accepted dedication of the TRIP Phase I Public Improvements on January 28, 2014 after the Port corrected certain deficiencies concerning those improvements;

J. WHEREAS, the Port has certain obligations under the Port Consent Judgment and certain continuing obligations under the BFPP Defense in order to maintain its non-liability for the Reynolds Contamination (collectively the "Port Continuing Obligations" defined in Section 25.18), and the City has certain obligations under the Troutdale Consent Judgment and certain continuing obligations under the BFPP Defense in order to maintain its non-liability for the Existing Hazardous Materials Releases);

K. WHEREAS, it is the intent of the Port and the City that, subject to the exceptions identified in this Agreement, any ownership or operational obligations related to the Public Improvements on the TRIP Property, once accepted by the City, are transferred to the City in a manner that protects the City from any and all costs and

expenses or liability associated with any "Existing Hazardous Materials Releases" (defined in Section 25.13) to, in, on, or from the Public Improvements;

L. WHEREAS, prior to finalizing, approving, and recording the TRIP Phase II Final Plat (defined in Section 25.9), the City may seek the necessary authorizations from City Council to exercise its eminent domain authority through purchase or condemnation of the proposed Public Improvements;

M. WHEREAS, in connection with the construction of the Public Improvements the Port has provided the City OSHA 24-Hour Hazardous Waste Operations and Emergency Response ("HAZWOPER") training, shared the Port's consultants' project specific health and safety plans with the City, and made Port employees familiar with the health and safety requirements associated with the construction of the Public Improvements available to the City;

N. WHEREAS, the Port has proposed constructing new TRIP Phase II Public Improvements for dedication to the City, requiring the Port and the City to enter into this revised, modified Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and obligations of the Parties in constructing, dedicating, and operating the Public Improvements on the TRIP Property, the Parties agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

1. Recitals incorporated.

The Recitals are incorporated into this Agreement by this reference.

2. Liability Related to Construction of Public Improvements.

The Port releases the City from any and all liability to the Port or any person acting by or through the Port arising from or related to work performed on or concerning the TRIP Property by the Port, its employees, agents, or contractors, including such work that was authorized by the City prior to, through and including dedication and acceptance of the Public Improvements by the City, including without limitation, authorization by building permits, construction, or land use approvals, lot line adjustments or other authorizations for development of, or construction at the TRIP Property.

3. Port Continuing Obligations

The Port shall continue to satisfy the Port Continuing Obligations arising from the TRIP Property, including, without limitation, the Public Improvements.

4. Port Obligation to Provide Environmental Information to the City

Upon request by the City, the Port shall promptly provide the City access to all environmental site assessments, analyses, data and information it possesses or obtains related to the TRIP Property that may affect or concern the Public Improvements.

5. Conditions Precedent to Final Plat Approval, Dedication and Acceptance of Public Improvements

Prior to the City's approval and recordation of any proposed Final Plat and the City's acquisition of any easement or operational interest in the Public Improvements, the following conditions shall be met:

5.1 Five Foot Limit to Easement Depth

The Final Plat shall note that the extent of the easement interest being dedicated to the City shall extend to a depth not exceeding five (5) feet below any utility systems installed beneath the ground surface of the Public Improvements.

5.2 Port Health and Safety Planning and Related Costs and Expenses

The Port shall, at the Port's sole cost and expense, have shared with the City its health and safety plans and health and safety compliance planning work for constructing the Public Improvements and shall have made the Port employees familiar with the health and safety requirements associated with construction activities relating to the Public Improvements available to the City.

5.3 Port to Address Hazardous Materials Releases Encountered During Construction

As between the Port and the City, the Port shall, at the Port's sole cost and expense, or shall arrange for another person to, contain, excavate, remove, or remediate as required by the Reynolds Remedial Action Requirements, the Contaminated Media Management Plan ("CMMP" as defined in Section 25.7) and all Applicable Law, any and all contaminated soils, groundwater, or other media encountered or generated during construction of the Public Improvements or in preparing a site for construction that abuts the Public Improvements.

5.4 Public Improvements Operation and Maintenance Plan; Health and Safety Plan Requirements

In cooperation with the City, the Port at the Port's sole cost and expense, shall prepare an updated Operations and Maintenance Plan for the Public Improvements ("O&M Plan") for use by the City. The Parties intend to obtain DEQ review and approval of the O&M Plan for use as nonbinding guidance for Operation and Maintenance of the Public Improvements; however, DEQ approval is not a condition of the Port's obligations regarding the O&M Plan under this Agreement. The O&M Plan shall be prepared in accordance with the CMMP and address, including without

limitation, corrections to unpermitted inflow or infiltration into the sanitary and stormwater systems within the Public Improvements, and management of existing engineering and institutional controls, for Existing Hazardous Materials Releases. The O&M Plan shall contain, at a minimum, the following components:

5.4.1 A Health and Safety Plan defining the health and safety compliance and training necessary, additive to standard municipal government health and safety compliance and training, that will enable any person that may encounter Existing Hazardous Materials Releases to safely perform operation and maintenance activities for the Public Improvements;

5.4.2 Modified contaminated media management procedures and requirements consistent with the procedures and requirements of the CMMP to address: (i) preventing infiltration into and inflow within the sanitary and stormwater systems of Existing Hazardous Materials Releases that are not otherwise permitted releases under the National Pollutant Discharge Elimination System ("NPDES") program and correcting any City of Troutdale NPDES MS4 or POTW permit violations or other issues resulting from the unpermitted infiltration or inflow of such Existing Hazardous Materials Releases; (ii) responding to any known Existing Hazardous Material Releases and future discovery of currently unknown Existing Hazardous Materials Releases to, on, in, or from the Public Improvements that are necessary to encounter, contain in place, work around, remove, remediate, dispose of, or otherwise manage in order to perform operation and maintenance of the Public Improvements;

5.4.3 Procedures for dealing with emergencies or other unanticipated situations involving the re-release of Existing Hazardous Materials Releases;

5.4.4 Procedures for the Port, the City and their representatives to access the Public Improvements to implement any of the provisions of the O&M Plan, including but not limited to party notification requirements and pre-approval, insurance, and indemnity requirements for contractors; and

5.4.5 Description of the components of the O&M Plan that will be implemented or funded by the Port and which components will be implemented or funded by the City.

6. Post Plat Approval and Recordation Reimbursement Obligations Regarding Hazardous Materials Releases

6.1 After dedication to and acceptance by the City of the Public Improvements, the Port shall reimburse the City for all costs and expenses not including City Operating Expenses incurred by the City related to or arising from Existing Hazardous Materials Releases to, in, on, or from the Public Improvements that the City in its reasonable discretion deems necessary to carry out its municipal duties, including without limitation, costs and expenses relating to or arising from Existing Hazardous Materials Releases to soil, groundwater, or other media encountered on, in or from the

area of the Public Improvements and the TRIP Property as well as dewatering or disposal costs; provided however, the Port shall not be liable to the City to the extent that such costs, expenses or damages relating to or arising from Existing Hazardous Material Releases are caused by the negligence or willful misconduct of the City or to the extent that such costs, expenses or damages result solely from the acts or omissions of a third party after dedication and acceptance of the Public Improvements by the City. For purposes of this Subsection, "third party" does not include the Port's agents, contractors or any Port lessee whose leasehold abuts the Public Improvements. In addition, the Port shall reimburse the City for the City's reasonable third party consulting costs in reviewing the updated O&M Plan and to prepare a Phase I Environmental Site Assessment for the Port's proposed TRIP Phase II Improvements in compliance with current ASTM standards as set forth at 40 C.F.R. Part 312 in the amount not to exceed $20,000.00, and the Port shall reimburse the City for all costs associated with providing employee training as deemed necessary by the City and the Port, taking into account environmental conditions elsewhere in the City and Applicable Law, for the proper operation, maintenance, repair or replacement of the Public Improvements.

6.2 The City shall notify the Port as soon as practicable after the City has actual knowledge of any Hazardous Materials Releases detected in the area of the Public Improvements or any emergency relating to the Public Improvements that the City determines may require excavation or dewatering in response to such emergency. Except as set forth in this Subsection 6.2 for emergencies, in the event that the City does not receive a written response from the Port containing specific instructions for the prompt removal of any Hazardous Materials by the Port within two week(s) of the City's notice to the Port described in this Subsection 6.2, then the City may in its sole discretion elect to remove and dispose of any such Hazardous Materials in accordance with Applicable Law and seek reimbursement from the Port pursuant to the terms of this Agreement. In situations that the City, in its sole discretion, deems necessary to address any emergency, including without limitation, dewatering, disposal or other Removal actions, response from the Port shall not be required for purposes of reimbursement under this Agreement.

6.3 Costs or expenses incurred by the City under this Section 6 shall be reimbursed in full by the Port within thirty (30) days of delivery of the City's invoices with reasonable backup documentation to the Port. Reasonable backup documentation shall include: 1) invoices containing information describing the work performed, the employees or contractors who performed the work and their hourly rate, and 2) all laboratory or field analyses and waste disposal documentation available to the City concerning the invoiced matter, as applicable.

6.4 For the purposes of this Section 6, the Parties agree that "Passive Migration" (as defined in Section 25.16) of Existing Hazardous Materials Releases into or from the Public Improvements shall not constitute negligence or willful misconduct.

7. Indemnity

To the extent permitted by Oregon law and subject, whenever applicable, to the limitations of liability of the Oregon Tort Claims Act, ***provided that*** notwithstanding the

preceding condition, the Port shall fund the obligations to the City of this Section 7 up to and including the limits set forth in Section 7.3, the Port shall, at its sole cost and expense, defend (with attorneys, consultants and experts chosen by mutual agreement of the Parties), hold harmless, and indemnify the City from and against any and all claims (whether statutory or common law, administrative or judicial), demands or, notices of claim, notices of violation, causes of action, actions, and suits of every kind and character by a third party against the City, including, without limitation, claims for death, personal injury, property damage or any other damage, penalty, fines, fees, losses, expenses, costs, obligations, recoveries, liens, or costs of investigation, monitoring, removal, and remedial actions, or natural resources damages or restoration, that arise out of, or are related to the Existing Hazardous Materials Releases to, on, in, or from the Public Improvements, or the acts or omissions of the Port, its contractors, lessees of the Property abutting the Public Improvements that exacerbate or contribute to the Existing Hazardous Materials Releases to, on, in, or from the Public Improvements, including, without limitation, claims arising out of or relating to the following situations: (i) an Existing Hazardous Materials Release to, in, on or from the Public Improvements, regardless of whether or not caused by the Port or by acts or omissions within the control of the Port; (ii) negligence by the Port or its contractors in implementing the O&M or CMMP requirements relating to or affecting the Public Improvements; and (iii) the failure of the Port to comply with the terms and conditions of this Agreement. The Parties shall cooperate in carrying out the obligations of this Section 7. Although the Port acquired the TRIP Property free of liability for known and unknown Existing Hazardous Substance Releases by virtue of the Port Consent Judgment and the Port's BFPP Defense, to the extent any obligation to indemnify arises under this Agreement, due to the existence of a triggering indemnity situation listed in this Section 7, liability for performance of the tasks for which indemnity payments are required of the Port currently is an obligation of the Port under applicable environmental laws contingent on the Port's failure to continue to satisfy the terms and conditions of the Port Consent Judgment or the BFPP Defense. The indemnity obligations of this agreement are contractual, may be relied upon, and are intended by the parties to be enforceable under all circumstances as vested rights. In the event of any determination by a court of competent jurisdiction that the Port's indemnity obligations under this Agreement might, under some circumstance, become (or be) in violation of any law, debt limitation or constitutional limitation applicable to the Port, the Port and the City will jointly seek appropriate judicial relief, including but not limited to, a declaratory judgment, intervention, and/or an appeal, that this Agreement is valid and fully enforceable. In the event that the Port and the City are unsuccessful in their pursuit of such judicial relief, the Port agrees that it will negotiate in good faith with the City to agree upon and establish an alternative, legal mechanism to furnish the City protection substantially equivalent to the protection intended by the parties to be afforded by this Section 7.

7.1 The obligations of the Port under this Section 7 shall not apply to a Hazardous Materials Release to the extent such a release is caused by the negligence or willful misconduct of the City or to the extent such a release results solely from the acts or omissions of a third party occurring after the dedication and acceptance of the Public Improvements by the City. To the extent a Hazardous Materials Release results solely from the acts or omissions of a third party occurring after the dedication and acceptance

of the Public Improvements by the City, the Port releases the City from all claims, liability, costs or expenses arising from such Hazardous Materials Release. For purposes of this Subsection 7.1, "third party" does not include the Port's agents, contractors or any Port lessee whose leasehold abuts the Public Improvements.

7.2 For the purposes of this Section 7, the Parties agree that "Passive Migration" (as defined in Section 25.16) of Existing Hazardous Materials Releases into or from the Public Improvements shall not constitute negligence or willful misconduct.

7.3 The obligations of the Port under this Section 7 shall be satisfied from legally available Non-Tax Revenue funds (as defined in Section 25.11) available after dedication and acceptance of the Public Improvements for the period set forth in Section 7.5 at the dollar amounts set forth in this Section 7.3 from the Port's General Fund, provided that the Port shall not be obligated to indemnify the City for more than $2,000,000.00 (two million) US DOLLARS in respect of all claims except claims in this Section 7 for damages to natural resources under state or federal law (in respect of which the indemnity obligation shall be no more than an additional $3,500,000 (three and one-half million) US DOLLARS) for a total indemnity limit of all claims of $5,500,000 (five and one-half million) US DOLLARS. Nothing contained in this Subsection 7.3 shall be construed as obligating the Port's current or future tax revenue funds paid into the Port's General Fund or as obligating any aviation revenues to meet the Port's indemnity requirements under this Agreement.

7.4 Nothing contained in this Section 7 shall be construed as relieving Reynolds Metals Company of any environmental and natural resources removal, remediation, restoration, or indemnity obligations in respect of Existing Hazardous Materials Releases to, on, in, or from the Public Improvements under the Reynolds Remedial Action Requirements and the Port - Reynolds Metals Purchase and Sale Agreement, as amended, dated September 8, 2004, with respect to the Port and its successors and assigns, and specifically with respect to any governmental agency.

7.5 With regard to current property owners and occupants adjacent to the Property who are notified in writing by the Port by certified mail return receipt requested substantially in the form attached as **Exhibit E** of the presence of the Existing Hazardous Materials Releases on or in the vicinity of their property, and all persons who become owners or occupants on the Property after the Effective Date of this Agreement, the Port's obligations to indemnify the City under this Section 7 will expire ten (10) years after the date EPA issues its Certification of Completion of the work required under the United States Consent Decree. .

7.5.1 In any other respect, the Port's obligations to the City under this Section 7 shall expire twenty (20) years from the Effective Date of this Agreement.

8. Final Plat Approval and Recordation

If after the completion of the activities in Section 5 the City decides to accept the Public Improvements, upon the City's determination that all conditions for dedication,

recording the Final Plat, and acceptance have been met by the Port, the City shall promptly process the Final Plat for approval and recordation.

9. Effective Date of Port's Sections 6 and 7 Obligations

The Port's obligations under Sections 6 and 7 became effective for TRIP Phase I Public Improvements upon recordation of the Final Plat for TRIP Phase I. The Port's obligations under Sections 6 and 7 for TRIP Phase II Public Improvements shall become effective upon the earlier of: (i) the City's acceptance of the Public Improvements or (ii) recordation of the Final Plat for TRIP Phase II Public Improvements.

10. City Reserves Right to Decline Dedication.

In the event that the City determines, in its sole discretion, that the condition of the TRIP Property poses an unacceptable risk to the City or the health and welfare of the citizens or environment of the City of Troutdale, the City may refuse to acquire an easement or operational interest in any or all of the Public Improvements.

11. Port Covenant Not To Sue Regarding Existing Hazardous Substance Release

The Port hereby covenants not to sue or assert or take any action against the City relating to or arising from Existing Hazardous Materials Releases. This covenant not to sue does not apply to the extent of an exacerbation of or contribution to an Existing Hazardous Substance Release that results from City negligence or willful misconduct.

12. Amendment and Modification.

This Agreement may be amended, modified, or supplemented only by a written agreement signed by the Parties.

13. Notices

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following address:

To the City:

City of Troutdale
Attn: City Manager
219 E Historic Columbia River Highway
Troutdale OR 97060-2089

With a copy to:

City of Troutdale
Attn: City Attorney
219 E Historic Columbia River Highway
Troutdale, OR 97060-2089

Douglas C. MacCourt
Ater Wynne LLP
Suite 900
1331 NW Lovejoy St.
Portland, OR 97209

To the Port:

The Port of Portland
Attn: General Manager of Industrial Development
P.O. Box 3529
Portland, OR 97208

With a copy to:

The Port of Portland
Legal Department
Attn: General Counsel
P.O. Box 3529
Portland, OR 97208

Any such notices may be sent by: (i) certified mail, return receipt requested, in which case notice shall be deemed delivered five (5) business days after deposit, postage prepaid in the U.S. mail; or (ii) a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier; or (iii) facsimile transmission with a same day copy by First Class Mail, in which case notice shall be deemed delivered upon electronic verification that transmission to recipient was completed.

14. Governing Law

All matters with respect to this Agreement, including but not limited to matters of validity, construction, effect, and performance applicable to contracts, will be governed by the laws of the State of Oregon.

15. Counterparts

This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original, binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

16. Entire Agreement

This Agreement and any other document to be developed or furnished pursuant to the provisions hereof embody the entire agreement and understanding of the parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede

all prior agreements and understandings among the parties with respect to the subject matter hereof.

17. Severability

Any term or provision of this Agreement that is determined by final action of a court to be invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.

18. Port Representations and Waiver of Defenses

The Port represents and warrants that it has obtained, is currently in compliance with, and shall obtain all necessary permits, approvals, and authorizations, including environmental permits and approvals under Applicable Laws, and shall comply with all Applicable Law, governing construction of the Public Improvements. By entering this Agreement, the Port further warrants and represents that it is fully authorized to carry out all of the obligations of this Agreement and reimburse, release, hold harmless, and indemnify the City as set forth in this Agreement. By making this warranty and representation, the Port expressly waives any defense to the enforcement of this Agreement based upon common law principles of sovereign immunity, any provision of local, state or federal law, and any real or alleged lack of the Port's authority to carry out the terms and conditions of this Agreement, including without limitation any defense based upon procedural or substantive error in the execution or adoption of this Agreement, and will, as necessary, join the City to defend the validity and enforceability of this Agreement as provided for in Section 7.

19. Attorneys' Fees

The prevailing Party in any suit or proceeding, including arbitration proceedings, shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the decision-maker for good cause determines otherwise.

20. Dispute Resolution

Should the Parties dispute any matter under this Agreement, the disputing Party shall provide written notice of its dispute to the other Party and the Parties shall attempt in good faith to resolve the dispute through negotiation within fifteen (15) days of receipt of such notice. If the Parties are unable to resolve the dispute within fifteen (15) days, or longer if mutually agreed between the Parties, then the disputing Party may file an action in Multnomah County Circuit Court. The Parties may elect to mediate or arbitrate any dispute upon mutual written agreement of the Parties. For any matters that are not in dispute, the Parties are not relieved of any obligation to perform or conduct such activities and submit deliverables for which the Party has responsibility under this Agreement while a dispute is pending.

21. Rights and Obligations Run with the Land

The Parties agree that the rights and obligations set forth in this Agreement touch and concern the TRIP Property (as described in the Final Plat) and those rights and obligations shall run with the land. This Agreement, or upon mutual agreement of the Parties, a document summarizing the obligations of the Parties set forth in this Agreement relating to the Public Improvements and the Property in the vicinity of the Public Improvements, shall be recorded with the Final Plat and with the Easement Deeds in the Multnomah County Title Records.

22. Exhibits

All Exhibits referenced and attached to this Agreement are hereby incorporated herein.

23. Termination and Survival

This Agreement may only be terminated by mutual agreement of the Parties prior to the City's approval of the Final Plat and the City's acquisition of any easement or operational interest in the Public Improvements. If so terminated, the City will cease processing the Final Plat and except for the Parties' obligations under Sections 3, 4, 5.1, 5.2 and 5.4 through 12, the remaining terms and conditions under this Agreement shall continue and survive in full force and effect. If the City approves the Final Plat and the City accepts the Public Improvements, Section 7 of this Agreement shall terminate pursuant to the deadlines set forth in Section 7.5, and all other terms and conditions of this Agreement shall continue and survive in full force and effect. .

24. Successors and Assigns; Assignment of Agreement

This Agreement shall be binding on the successors and assigns of the Parties. This Agreement may be assigned upon consent of the non-assigning Party, which consent shall not be unreasonably withheld, provided that either Party may assign the Agreement to an entity that is wholly owned and controlled by that Party.

25. Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

25.1 "Applicable Law" shall mean, without limitation, any federal, state or local statute, common law, regulation or ordinance, any judicial or administrative rule or order, permit or other authorization, whether now existing or hereinafter enacted, promulgated, issued, or amended.

25.2 "BFPP Defense" means the bona fide prospective purchaser defense under CERCLA section 107(r), 42 USC § 9607(r).

25.3 "City Operating Expenses" means for the purposes of billing the Port pursuant to Section 6.3 of this Agreement, the City shall not seek reimbursement for the typical costs and expenses as determined by the City that are incurred by the City for conducting operation and maintenance activities on facilities owned and operated by the City where such facilities have no known or suspected Hazardous Materials Release.

25.4 "City Phase I ESA for TRIP Phase I Public Improvements" means the environmental site assessment conducted consistent with ASTM E-1527 for the City.

25.5 "City Phase II ESA for TRIP Phase I Public Improvements" means the environmental site assessment that addresses any data gaps identified in the City Phase I ESA for the City.

25.6 "City Phase I ESA for TRIP Phase II Public Improvements" means the environmental site assessment consistent with ASTM E-1527 for the City concerning the Port's proposed TRIP Phase II Public Improvements.

25.7 Contaminated Media Management Plan ("CMMP") means the Contaminated Media Management Plan for the Reynolds Metals Superfund Site approved by Environmental Protection Agency Region 10 and Oregon Department of Environmental Quality.

25.8 "Effective Date" is, except as stated in Section 9, June 1, 2009, the date on which both Parties received authorization for entering into the original Agreement and executed that Agreement.

25.9 "Final Plat" means the final plat of the Property for TRIP Phase I, and any subsequent plat for Phase II or any other changes to or improvements made on the Property (Property is defined in Section 25.19, as approved by the City of Troutdale and Multnomah County and recorded in the title records of Multnomah County.

25.10 "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance, including without limitation asbestos, petroleum, and petroleum products (including crude oil), which is or becomes defined, determined or identified as hazardous or toxic under any Applicable Law. Without limiting the generality of the foregoing, the term shall mean and include:

25.10.1 "Hazardous Substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder;

25.10.2 "Hazardous Waste" as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

25.10.3 "Hazardous Materials" as defined in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and

25.10.4 "Chemical Substance or Mixture" as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

25.11 "Non-Tax Revenues" shall mean any funds, grants, revenues or monies now existing or hereafter received by the Port, which are not derived from the general tax revenues of the Port.

25.12 "O&M Plan" means the operation and maintenance plan described in Section 5.4.

25.13 "Existing Hazardous Materials Releases" shall mean all Hazardous Materials Releases prior to the Effective Date of this Agreement, including the Reynolds Contamination, the Hazardous Materials Releases documented in or consistent with the following documents: (i) Port's Environmental Site Assessment, RMC/Alcoa Facility, Troutdale, Oregon dated August 16, 2005, as supplemented by the Supplemental Environmental Site assessment, RMC/Alcoa Facility, Troutdale, Oregon dated December 13, 2007; (ii) ATC Associates, Inc.'s Reynolds Site Phase 1 Environmental Site Assessment dated August 15, 2007; (iii) ATC Associates, Inc.'s Revised Phase II Site Assessment dated December 13, 2007; (iv) ATC Associates, Inc.'s Phase I Site Assessment Update dated February 22, 2008; (v) ATC Phase I ESA Update dated August 29, 2008; (vi) the Bridgewater Phase I Environmental Site Assessment dated March, 2009; (vii) the Bridgewater Phase II Environmental Site Assessment dated April, 2009; (viii) the Bridgewater Final Phase I Environmental Site Assessment Update dated November 8, 2010; (viii) the City Phase I ESA for TRIP Phase II Public Improvements; any Hazardous Materials Release during construction of the Public Improvements; and any Hazardous Materials Release caused by or arising from the acts or omissions of the Port, its contractors and Lessees related to the Public Improvements. For purposes of this Subsection 25.13, any subsurface Hazardous Materials Release to, on, in or from the Public Improvements shall be presumed to be an Existing Hazardous Materials Release unless such presumption is rebutted by a preponderance of the facts and reasonable technical and scientific evidence.

25.14 "Hazardous Materials Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, placing, leaving, escaping, leaching, dumping, discarding, burying, abandoning, passive migration, or disposing into the environment (whether natural or constructed environment) of any Hazardous Materials, including but not limited to Existing Hazardous Materials Releases, the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Materials, or threat thereof, except for a Hazardous Materials Release specifically authorized by a current and valid permit with which the permittee is in compliance at the time of the release.

25.15 "Investigation" shall mean any inspection, assessment, testing, analysis, observation, due diligence, or preparation or dissemination of any report or

document concerning any environmental condition on, under, or arising from, related to or concerning the TRIP Property or the Public Improvements.

25.16 "Passive Migration" shall mean any Hazardous Materials Release that is not caused by human intervention, but shall not include infiltration or inflow into the City's Publicly Owned Treatment Works (POTW) or storm sewer system (MS4) caused by the negligence or willful misconduct of the City.

25.17 "Port Consent Judgment" means the consent judgment entered into between the Port and the State of Oregon on December 18, 2007, in settlement of Multnomah County Circuit Court Case No. 0712-15146, as modified or amended.

25.18 "Port Continuing Obligations" means the Port's obligations under the Port Consent Judgment, as modified or amended, and certain continuing obligations under the 42 USC §9607(r) bona fide prospective purchaser defense to maintain the Port's non-liability for the Reynolds Contamination.

25.19 "Property" means the property that is the subject of the Preliminary Plat or the Public Improvements.

25.20 "Public Improvements" shall mean that part of the Port's proposed subdivision of the TRIP Property, including without limitation, the Swigert Way Corridor and TRIP Phase I Public Improvements described in Exhibit B, and the Swigert Way Infrastructure and TRIP Phase II Public Improvements including all rights of way, roads, water lines, sanitary sewers (including force mains), storm sewers, utility conduits, pump stations, described in Exhibits B, B-1 and C, pedestrian, vehicular, and landscape facilities, and any other property to be dedicated to the City pursuant to the Final Plat or otherwise accepted by the City.

25.21 "Removal" means the cleanup or removal of a released Hazardous Material from the environment, such actions as may be necessary to be taken in the event of the threat of release of a Hazardous Material into the environment, such actions as may be necessary to monitor, assess, and evaluate the Release or threat of release of a Hazardous Material, the disposal of removed material, or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health, safety, welfare, or to the environment, that may otherwise result from a Release or threat of release. "Removal" also includes but is not limited to security fencing or other measures to limit access, provision of alternative water supplies, temporary evacuation and housing of threatened individuals, any actions taken under ORS Chapter 465, and 42 U.S.C. §9601 to 9675, as may be amended from time to time, and any emergency assistance which may be provided under the Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et. seq.*

25.22 "Remedial Action" means those actions taken instead of or in addition to Removal actions in the event of a Release or threat of release of a Hazardous Material into the environment, to prevent or minimize the Release of a Hazardous Material so that it does not migrate to cause substantial danger to present or future public

health, safety, welfare, or the environment. "Remedial Action" includes, but is not limited to:

25.22.1 Such actions at the location of the Release as storage, confinement, perimeter protection using dikes, trenches or ditches, clay cover, neutralization, cleanup of released Hazardous Materials and associated contaminated materials, recycling or reuse, diversion, destruction, segregation of reactive wastes, dredging or excavations, repair or replacement of leaking containers, collection of leachate and runoff, on-site treatment or incineration, provision of alternative water supplies, and any monitoring reasonably required to assure that the actions protect the public health, safety, welfare and the environment;

25.22.2 Offsite transport and offsite storage, treatment, destruction or secure disposition of Hazardous Materials and associated, contaminated materials;

25.22.3 Such actions as may be necessary or required to monitor, assess, evaluate or investigate a Release or threat of release; and

25.22.4 Permanent relocation of residences and businesses and community facilities, if necessary or appropriate.

25.23 "Reynolds Contamination" means known and unknown hazardous substance releases existing on the TRIP Property as of December 21, 2007, when the Port acquired the TRIP Property from Reynolds Metals Company.

25.24 "Reynolds Remedial Action Requirements" means the Consent Decree, Case No. 3:08-cv-00108-KI, between the United States and Reynolds Metals Company and Alcoa, Inc. ("Reynolds") entered in the United States District Court for the District of Oregon on September 10, 2008 ("United States Consent Decree"), and a Consent Judgment, Case No. 0810-14363, between the State of Oregon and Reynolds entered in the Multnomah County Circuit Court on October 10, 2008 ("State of Oregon Consent Judgment"), each requiring implementation of the Final Record of Decision issued by EPA with the concurrence of DEQ on September 29, 2006 ("ROD"), and compliance with the Reynolds-DEQ Easement and Equitable Servitudes dated December 19, 2007, and the Reynolds-Oregon Department of Parks and Recreation Conservation Easement dated December 13, 2007.

25.25 "Swigert Way Corridor" means the public right-of-way as illustrated in **Exhibit B**.

25.26 "Swigert Way Infrastructure" means those Public Improvements illustrated in **Exhibits B and C**.

25.27 "TRIP Property" means the property purchased by the Port from Reynolds Metals Company on December 21, 2007 located within the City of Troutdale as described in **Exhibit A**.

25.28 "TRIP Phase I Public Improvements" means those portions of the Public Improvements set forth in **Exhibits B and C** concerning Phase I of TRIP.

25.29 "TRIP Phase II Public Improvements" means those portions of the Public Improvements set forth in **Exhibits B-1 and C** concerning Phase II of TRIP.

25.30 "Troutdale Consent Judgment" means the consent judgment entered into between the City and the State of Oregon on June 16, 2010, in settlement of Multnomah County Circuit Court Case No. 1006-08622, as modified or amended.

25.31 "United States Consent Decree" means the consent decree entered into between the United States and Reynolds Metals Company in Case No. 3:08-cv-00108-KI in the United States District Court for the District of Oregon.

IN WITNESS HEREOF, the parties have subscribed their names hereto effective as of the year and date first written above.

CITY OF TROUTDALE	**THE PORT OF PORTLAND**
By: _____	By: _____
Printed Name: Craig Ward	Printed Name: Bill Wyatt
As Its: City Manager	As Its: Executive Director
Date: _____	Date: _____
APPROVED AS TO THE LEGAL SUFFICIENCY FOR THE CITY	APPROVED AS TO THE LEGAL SUFFICIENCY FOR THE PORT
By: _____	By: _____
City Attorney	Counsel for the Port of Portland

RESOLUTION NO.

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORT OF PORTLAND ADDRESSING ENVIRONMENTAL LIABILITY OF ALL PHASES OF THE TROUTDALE REYNOLDS INDUSTRIAL PARK (TRIP), AND THE DEVELOPMENT OF RELATED INFRASTRUCTURE AND PUBLIC IMPROVEMENTS.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Resolution No. 1996 on May 26, 2009, approved the Intergovernmental Agreement (IGA) with the Port of Portland (Port) relating to certain easements, rights of way and utilities (Public Improvements) proposed for dedication by the Port to the City within the Troutdale Reynolds Industrial Park (TRIP) property.

2. Resolution No. 2098 on April 12, 2011, approved an updated IGA with the Port for the TRIP Phase 1 development and dedication of Public Improvements, and the ongoing obligations.

3. Over the past few years the Port has been preparing the TRIP Phase 2 development plans and now wishes to enter into an IGA addressing the Infrastructure and Public Improvements for TRIP Phase 2, and all prior and anticipated future phases of TRIP.

4. The IGA is to limit the City's liabilities and costs associated with having to own and operate Public Improvements including underground utilities in an area of pre-existing residual contamination subject to agreements with environmental protection agencies, the Port and the City.

7. The Parties wish to enter into an IGA Addressing Environmental Liability of All Phases of the TRIP, and the Development of Related Infrastructure and Public Improvements.

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 Port of Portland Addressing Environmental Liability of All Phases of the Troutdale Reynolds Industrial Park (TRIP), and the Development of Related Infrastructure and Public Improvements.

Section 2. Designates the City Manager or 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 agreement.

Section 3. The City Official is hereby authorized 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 IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. 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, extension, revisions, modification, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 5. 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 6. This Resolution shall be effective upon adoption.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

Date_____

_____
Debbie Stickney, City Recorder
Adopted:

AGENDA ITEM #6

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: An ordinance amending Chapter 9.48 of the Troutdale Municipal Code to address wildlife hazards at the Troutdale Airport.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** May 26, 2015 **STAFF MEMBER:** Chief Scott Anderson **DEPARTMENT:** Police
ACTION REQUIRED Ordinance - Adoption **PUBLIC HEARING** Yes	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Approve

EXHIBITS:

A. Redlined copy of the Troutdale Municipal Code Chapter 9.48, Section 9.48.020 – Discharge of Weapons - Prohibited

Subject / Issue Relates To:

☐ Council Goals ☐ Legislative ☒ Other (describe)

Issue / Council Decision & Discussion Points:

- This is a proactive approach to reduce the risk of aircraft and wildlife collisions that could otherwise have disastrous consequences in our city.
- This protocol is consistent with current practices at Portland International Airport (PDX) and Hillsboro Airport.
- Education and outreach will occur within our region.
- The Public Safety Advisory Committee was briefed on this issue.

Reviewed and Approved by City Manager:

BACKGROUND:

There is an identified public safety issue at Troutdale Airport involving the increase potential for wildlife and aircraft collisions. Canada Geese are currently documented on the runway daily resulting in denying aircraft from departing and arriving. This is one of the highest risk species to aviation safety. Hazing or dispersing wildlife with pyrotechnics is just one tool needed in the toolbox. The strategies are organized according to four management components or "pillars" that support the Port's Wildlife Hazard Management program: (1) short-term operational strategies, (2) research and development projects, (3) long-term management strategies, and (4) information and educational programs.

- The first pillar, short-term operational strategies, deals with the need of the moment. This includes the reactive hazing and harassment program intended to clear the airspace of wildlife species of concern for an immediate aircraft operation. In addition, short-term habitat manipulations on a relatively small scale are included in this operational category. Examples include mowing schedules and small mammal baiting. The Port has set a management objective to achieve this first pillar, when possible, in a non-lethal manner, utilizing the full range of technologies available. However, implicit in this statement is the recognition that it may not always be possible to avoid lethal control. The Port's aviation wildlife management program identifies the decision-making process necessary for consideration of lethal action, which is based on the level of threat to public safety. A basic premise of the lethal action strategy is that it will target an individual animal and its problematic behavior, rather than targeting a population.

- The second pillar is ongoing applied research and development to expand the range of available wildlife control options, test new hypotheses and evaluate new technologies. It is important to the Port that the results of its applied research efforts be discussed and shared with the larger, professional community. Wildlife hazard management deals with the behavior of dynamic, living organisms that have a demonstrated capability to adapt to the human environment. This requires a level of program flexibility and a commitment to the principles of adaptive management for the program is to be effective over time. The information gained from research and development projects transfers into both the short-term operational strategies and the long-term management strategies. The results of research and development initiatives undertaken by the Wildlife Hazard Management Plan at PDX are used to inform and develop the applied management strategies at both Hillsboro and Troutdale airports.

- The third program pillar is the development of long-term management strategies, including habitat modifications and permanent site conversion. These strategies are based on the premise that both the physical presence of wildlife species of concern on the airfield, and the length of time that they are present can be diminished by reducing the attractiveness of the habitat on and around the airport. However, in highly modified environments like airports, single-focused habitat alterations to discourage one species of concern often can create enhanced conditions for another species of concern. Therefore, effective long-term habitat modifications must be designed to consider changes to the whole ecological system. Long-term management strategies may range from physically excluding the species permanently from the area (where possible) to habitat modifications such as wetland removal.

- The fourth pillar of the program is the information and education component, which recognizes that wildlife issues are of widespread interest to both internal and external groups and individuals. The success of the program is predicated on active cooperation with a large number of stakeholders, and an ongoing program to inform and elevate awareness of wildlife issues at Troutdale Airport. Providing outreach opportunities also provides input that helps to tie wildlife management practices into its larger regional context.

The risk management techniques and protocols are designed to ensure public safety by reducing the incidence of wildlife-aircraft collisions at Port-owned airports. Together these represent the toolbox of acceptable techniques available to airport staff, and run the full range of actions from day-to-day operational tactics to long-term habitat modification strategies.

Wildlife control procedures are direct actions taken to discourage, disperse and remove wildlife species of concern from the airfield and vicinity. Their implementation includes the day-to-day operational efforts of the airport staff to ensure that the approach and departure airspace is as free of potential wildlife hazards as is practicable. Wildlife control actions are generally reactive to the situation of the moment and are responsive to any perceived threats to aircraft safety that may be posed by wildlife species of concern. While the management objective is to accomplish this with non-lethal means whenever possible, protocols are established defining the decision-making process and implementation requirements for direct lethal control should the need arise.

Habitat modification and other long term management strategies attempt to address the reasons why certain species of wildlife are attracted to the airfield environment, bringing them into conflict with aircraft operations. These include the physical manipulation or complete removal of features or characteristics (both natural and constructed) that are attractive to wildlife species of concern and are spatially located such that they draw these species into or across the critical flight paths. The design and installation of structures intended to exclude wildlife species of concern from the airfield or from specific features on the airfield are included in this section.

The change to the ordinance, allowing use of weapons in defense of another person, extends the current defense from merely defense of family members. The change extends the defense to defense of any persons—related or not—and brings this defense into compliance with Oregon statutory law.

PROS & CONS:

Pros:

- Mitigate threat to aviation safety at Troutdale Airport.

Cons:

- Occasional noise

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

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

City Attorney Approved N/A ☒ Yes

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

Chapter 9.48 - WEAPONS

9.48.010 - Possession of concealed weapons prohibited.

No person other than an authorized peace officer or person licensed pursuant to Oregon Revised Statutes Section 166.290, as now or hereafter amended shall carry concealed on or about his person in any manner any revolver, pistol, other firearm, knife other than an ordinary pocketknife with a blade less than three and one-half inches long, dirk, dagger, stiletto, metal knuckles or weapon, the use of which could inflict injury upon a person or property.

9.48.020 - Discharge of weapons—Prohibited.

A.

No person other than an authorized peace officer shall fire or discharge a gun or other weapon, including spring or air-actuated pellet guns, airguns or BB guns, or weapon which propels a projectile by use of gunpowder or other explosive, jet or rocket propulsion within the city.

B.

The provisions of this section shall not be construed to prohibit the firing or discharging of a weapon by any person**:**

1. ~~i~~In the lawful defense of the person or **of another person**~~the person's family~~**;** **or**

2. **Upon real property constituting the Troutdale Airport and adjacent Troutdale Reynolds Industrial Park, for the purpose of taking or dispersing wildlife which pose a risk to aircraft safety, in accordance with U.S. Fish and Wildlife Service and Federal Aviation Administration authorizations.**

9.48.030 - Violation—Penalty.

A violation of this chapter is a Class A misdemeanor as defined by state law.

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 9.48 OF THE TROUTDALE MUNICIPAL CODE TO ADDRESS WILDLIFE HAZARDS AT THE TROUTDALE AIRPORT.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Port of Portland ("Port") owns and operates the Troutdale Airport, the Portland International Airport, and the Hillsboro Airport.

2. The Port needs to complete a wildlife hazard management plan for the Troutdale Airport, as it has for its Portland and Hillsboro facilities.

3. Such plans reduce the potential for wildlife and aircraft collisions, which collisions the Port understands to be an immediate safety issue at the Troutdale Airport.

4. In particular, the Port must address groups of Canada Geese and other bird species that congregate on or in the vicinity of airport runways and impede or jeopardize the safe arrival and departure of aircraft by their presence.

5. At other airport locations, the Port currently hazes, or disperses, hazardous wildlife with pyrotechnics, or if necessary, takes hazardous wildlife with firearms, among other techniques. Pyrotechnics are sometimes ignited or launched from devices which the user shoulders like a firearm, but the Troutdale Municipal Code bars use of firearms including such devices.

6. The amendment below creates an exception to city code restrictions which the Port believes will allow it to use existing safety techniques at the Troutdale Airport.

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

Section 1. Section 9.48.020 of the Troutdale Municipal Code is amended to read as follows:

9.48.020 Discharge of weapons – Prohibited

A. No person other than an authorized peace officer shall fire or discharge a gun or other weapon, including spring or air-actuated pellet guns, airguns or BB guns, or weapon

which propels a projectile by use of gunpowder or other explosive, jet or rocket propulsion within the city.

B. The provisions of this section shall not be construed to prohibit the firing or discharging of a weapon by any person:

1. In the lawful defense of the person or of another person; or

2. Upon real property constituting the Troutdale Airport and adjacent Troutdale Reynolds Industrial Park, for the purpose of taking or dispersing wildlife which pose a risk to aircraft safety, in accordance with U.S. Fish and Wildlife Service and Federal Aviation Administration authorizations.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

_____
Date

_____
Debbie Stickney, City Recorder
Adopted:

AGENDA ITEM #7

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A resolution adjusting the sanitary sewer utility fee, confirming the average flow rate for an equivalent residential unit and rescinding resolution No. 2251.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** May 26, 2015 **STAFF MEMBER:** Steve Gaschler **DEPARTMENT:** Public Works
ACTION REQUIRED Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Approve the proposed rate increase and adopt the respective resolution.

EXHIBITS: None

Subject / Issue Relates To:

☒ Council Goals ☐ Legislative ☐ Other (describe)

Maintain stability in Public Works Funds

Issue / Council Decision & Discussion Points:

- The protection of the health, safety and property of residents and businesses through the provision of sanitary sewer collection, treatment and disposal is a critical function of the City.
- The City requires adequate funding for operation, maintenance and improvements to the City's sewer systems.
- While the sewer system is functioning well today, future capital needs as the system ages will require funding from user fees and therefore requires the City to build reserves to prepare for the future.
- Current Sanitary Sewer utility fees will not keep pace with increasing costs of operation and maintenance and needed capital projects.

Reviewed and Approved by City Manager:

- Increase in the Sanitary Sewer utility fee will also ensure that the Sewer Fund can cover its share of Water Pollution Control Facility bond payments.
- Establish a fee for use of recycled water.
- The proposed rate increase is within a reasonable level for rate payers' means. With this proposed increase and the proposed increases in the water and storm water rates, the combined monthly average residential cost will be 1.07% of median household income. The most commonly used benchmark for affordability of water and sewer service is 2.5% of MHI.
- Needed rate increases are planned to phase in incrementally in order to avoid more dramatic increases in future years and to stay within rate payers' means, while maintaining necessary fund balances and operating coverage minimums.

BACKGROUND:

This item is being brought to the City Council after consideration by City Budget Committee and inclusion in the 2015-16 budget hearings and the proposed budget.

The Troutdale Municipal Code establishes Sanitary Sewer utility fees and authorizes the City Council to adjust the amount of the fees by Resolution. Costs of personnel, materials, services, capital projects and reimbursements to other funds continue to increase. Additionally, the City needs to build capital reserves to cover the cost of anticipated future capital costs that will be needed to maintain, upgrade and rehabilitate components of the system as they age and degrade, and maintain bond payment coverage in the Sewer Fund to prevent additional burden falling on property taxes.

The City has been approached with a request to use recycled water from the City's wastewater treatment plant by the Troutdale Energy Center. Currently, treated water from the City's wastewater treatment plant discharges to the Sandy River via an outfall located near the Sandy River Bridge. This treated water is a commodity that the City can sell to users under certain circumstances and helps to meet water demands of industry without burdening the City's potable water system. Currently the City does not have a fee for use of the recycled water. The proposed resolution establishes a fee based on actual consumption of recycled water at a rate equal to one-half the City's potable water commodity rate. The Troutdale Municipal Code is silent on the establishment of such a rate. Staff anticipates bringing an Ordinance to the Council in the future to codify the applicability of such a rate.

The City Council adopted the Sanitary Sewer Master Plan at its November 12, 2013 regular meeting. A component of that master planning effort is an economic analysis to project future funding needs and associated rate increases. The economic analysis has been updated to align with the proposed capital projects of the adopted Sanitary Sewer Master Plan, add a system reinvestment component and more accurately reflect the division of personnel expenses between the Sewer Fund and Storm Sewer Fund. This updated analysis assumes the proposed rate increase of 4% that is included in the proposed FY 15-16 budget. It is important to note that these financial projections are based upon current assumptions and the proposed capital program. Circumstances might change over time, causing actual rate adjustment needs to be higher or lower once actual costs are known. Staff will continue to track costs and update the financial

model as appropriate to help assure that rate adjustments are made to meet the financial needs necessary for fund stability.

Should the Council choose not to approve this requested 4% increase this year, the Sewer Fund's ending balance for FY 14-15 will be drawn down an additional $105,000 below the ending balance projected in the proposed budget.

A monthly Sanitary Sewer rate increase from $34.36 to $35.73 (4%) per equivalent residential unit is proposed to meet increasing annual costs in operations and maintenance, as well as to cover remaining bond debt payments and provide for projected future capital needs. For an average residential customer based on 1 equivalent residential unit, this would be an increase of $1.37 per month or $16.44 per year. This will generate a revenue increase of approximately $105,000 per year

PROS & CONS:

Pros:

- These rate increases maintain existing Sanitary Sewer services and build reserves that will be necessary to meet increasing future expenses and fund capital projects that will be needed to sustain the system as it ages.
- The rate increases are restrained and relatively modest.
- Without rate increases, the fund risks becoming unstable in future years, resulting in reduced levels of service and inability to fund needed operation, maintenance and/or capital projects.
- Builds sustaining reserves that will be necessary to meet increasing future expenses, as well fund capital projects that will be needed to sustain the system as it ages.

Cons

- Increased fees to residents and businesses.

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

Future Fiscal Impacts: ☒ Yes *(describe)* ☐ N/A
Increases revenue as described above and maintains stability of utility funds.

City Attorney Approved N/A ☐ Yes

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

RESOLUTION NO.

A RESOLUTION ADJUSTING THE SANITARY SEWER UTILITY FEE, CONFIRMING THE AVERAGE FLOW RATE FOR AN EQUIVALENT RESIDENTIAL UNIT AND RESCINDING RESOLUTION NO. 2251

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Section 12.04.030 of the Troutdale Municipal Code establishes a sanitary sewer utility fee and authorizes the Council to adjust the amount of the fee by Resolution.

2. The current sanitary sewer utility fee was set by Resolution No. 2251 dated May 13, 2014 and effective July 1, 2014.

3. The sanitary sewer utility fee should be increased 4.0% (from $34.36 to $35.73 per equivalent residential unit) to cover increasing costs of operation, maintenance and capital projects associated with the sanitary sewer system.

4. No adjustment is proposed for the average flow rate that is represented by an equivalent residential unit.

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

Section 1. The monthly sanitary sewer utility fee per equivalent residential until shall be $35.73.

Section 2. The monthly additional surcharge on all sanitary sewer accounts that are connected to the sanitary sewer system through a Septic Tank Effluent Pump (STEP) station that is operated and maintained by the City shall be $1.00.

Section 3. The monthly additional fee on all utility accounts that utilize recycled water from the City's wastewater treatment plant shall be based on actual consumption of recycled water at a rate equal to one-half the water commodity charge.

Section 4. For the purposes of assessing the monthly sanitary sewer utility fee, an account holder will be charged for the number of equivalent residential units for which system development charges are or would be assessed unless there is a documented, long-term change in wastewater discharge by that particular account.

Section 5. An equivalent residential unit has an average flow of 180 gallons per day.

Section 6. Resolution No. 2251 is rescinded effective July 1, 2015.

Section 6. This resolution is effective July 1, 2015.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date

Debbie Stickney, City Recorder

Adopted:

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A resolution adjusting the water commodity fee, confirming other water related fees, and rescinding resolution No. 2252

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** May 26, 2015 **STAFF MEMBER:** Steve Gaschler **DEPARTMENT:** Public Works
ACTION REQUIRED Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Approve the proposed rate increase and adopt the respective resolution.

EXHIBITS: None

Subject / Issue Relates To:

☒ Council Goals ☐ Legislative ☐ Other (describe)

Maintain stability in Public Works Funds

Issue / Council Decision & Discussion Points:

- The protection of the health, safety and property of residents and businesses through the provision of potable water and fire-fighting water is a critical function of the City.
- The City requires adequate funding for operation, maintenance and improvements to the City's water system.
- Water fees have not kept pace with increasing costs.
- Future capital asset rehabilitation and replacement needs as the water system ages requires funding from user fees and therefore requires the City to build reserves to prepare for the near and long-term future.
- Upgrade needs, including seismic, connectivity/resiliency and fire-fighting upgrade projects, will be costly. The City must build reserves by saving up if it intends to fund

Reviewed and Approved by City Manager:

these necessary capital expenditures and fund replacement of existing infrastructure. Some current needs are already being deferred.

- The proposed rate increase is within a reasonable level for rate payers' means. With this proposed increase and the proposed increases in the sewer and storm water rates, the combined monthly average residential cost will be 1.07% of median household income (MHI). The most commonly used benchmark for affordability of water and sewer service is 2.5% of MHI.
- Preliminary forecasts indicate a need for year-over-year increases at a much higher rate, but staff has proposed a more modest rate increase this year while an independent, more detailed and comprehensive multi-year financial analysis and forecast, already underway, is completed.
- The City of Troutdale presently has the lowest water utility fee for all comparator cities identified. With this proposed rate increase, the City of Troutdale's typical residential water service bill will still be the lowest amongst the comparators.
- This incremental increase will help to reduce the more dramatic increases that will likely be needed in future years, but does not meet the full revenue need of the utility for the long term.

BACKGROUND:

This item is being brought to the City Council after consideration by City Budget Committee and inclusion in the 2015-16 budget hearings and the proposed budget.

The Troutdale Municipal Code establishes Water utility fees and authorizes the City Council to adjust the amount of the fees by Resolution. Costs of personnel, materials, services, capital projects and reimbursements to other funds continue to increase. Additionally, the City needs to build capital reserves to cover the cost of anticipated future capital costs that will be needed to maintain, upgrade and rehabilitate components of the system as they age and degrade. Additionally, there are upgrades needed in the system for seismic resiliency, connectivity and to meet current fire-fighting standards that will require significant capital expenditures. Some of these needs are in the near future, some can be held off to out-years. However, there are already important water system rehabilitation projects of immediate need that have been deferred for multiple years due to lack of available capital in the Water Fund. Two of the City's reservoirs are in immediate need of interior recoating, with the existing coatings failing. The City was finally able to fund one of those recoatings in the upcoming fiscal year, but the other remains deferred along with other capital projects that are needed.

In 2012, the City completed and adopted its new Water Master Plan. A component of that master planning effort was an economic analysis to project the impact of identified capital projects on water rates through FY 2022-23. The City Council has adopted the master plan and in March 2013 the Council adopted into the Capital Improvement Plan the slate of capital projects identified in the Master Plan. The Master Plan's preliminary economic analysis indicated that full funding of all of the user fee funded projects would require average annual rate increases of 9%/year (based on starting in 2013). Those increases forecasted in the Master Plan only address capital outlay needs (as that was the subject of the Master Plan), and would be in addition to rate increases needed to cover other operational and maintenance cost increases. A more thorough financial analysis of the Water fund is currently in progress with the assistance of economic analysis

specialists, similar to those performed recently on the Sewer and Storm Sewer funds, to project the impact of escalating operation and maintenance costs, capital projects and establishing reserves for system reinvestment. This comprehensive, in-depth analysis of the utility will provide greater precision and detailed basis in determining rates that will be necessary for the next several years. At this time, a restrained increase of 4% is proposed to avoid falling further behind this coming fiscal year while that comprehensive financial analysis work is completed.

Should the Council choose not to approve this requested 4% increase this year, the Water Fund's ending balance for FY 14-15 will be drawn down an additional $62,000 below the ending balance projected in the proposed budget and/or planned projects, such as the first reservoir recoating, or well rehabilitation, may be deferred. Continuation of this trend in diminishing end balances will result in the fund becoming unstable and unable to fund critical expenses. Additionally, capital accumulation needed to cover already deferred projects (e.g. reservoir interior recoating) will not be possible, deferring those projects even further into the future, which in turn leads to greater increases in costs and increased risks to the City and its customers.

A monthly water commodity fee rate increase from $2.97 to $3.09 (4%) per 1,000 gallons is proposed for the Water Commodity Fee. For an average residential bill based on an assumed consumption of 5,000 gallons per month, this would be an increase of $0.60 per month or $7.20 per year. This will generate a revenue increase of approximately $62,000 per year. Staff is not proposing increases in any of the other water-system related fees at this time.

Note that the basis for comparison has been revised from 7,000 gallons/month (used in previous years) to 5,000 gallons per month, for two reasons. First, 5,000 gallons/month is the standard usage basis applied by the League of Oregon Cities in their utility rate comparison studies, so matching that basis makes comparisons consistent and much more straightforward. Second, a recent analysis by City staff of city-wide residential water usage revealed that actual average residential household usage in Troutdale has declined over the years from approximately 7,000 gallons to 5,400 gallons per month. This declining trend in demand is occurring throughout Oregon and across the United States, owing to the growth of higher efficiency plumbing fixtures as well as conservation efforts.

Based on Troutdale's actual average household usage of 5,400 gallons/month, the proposed increases in the water and sewer rate will result in a monthly combined cost (water, sewer and storm water) to residential households that is 1.07% of Troutdale's median household income. The most commonly used benchmark nationally for water and sewer affordability is 2.5% of median household income.

PROS & CONS:

Pros:

- These rate increases maintain existing domestic and fire-fighting Water services for the coming fiscal year.
- The proposed rate increase is significantly restrained from actual revenue needs and relatively modest.
- Without rate increases, the fund risks becoming unstable, resulting in reduced levels of service and inability to fund needed operation, maintenance and capital projects.

Cons

- Increased fees to residents and businesses.
- This restrained increase does not build sustaining reserves that will be necessary to meet increasing future expenses, as well fund capital projects that will be needed to sustain the system as it ages, or upgrade the system for resiliency.

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

Future Fiscal Impacts: ☒ Yes *(describe)* ☐ N/A
Increases revenue as described above and maintains stability of utility funds for the coming fiscal year.

City Attorney Approved N/A ☐ Yes

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

RESOLUTION NO.

A RESOLUTION ADJUSTING THE WATER COMMODITY FEE, CONFIRMING OTHER WATER RELATED FEES AND RESCINDING RESOLUTION NO. 2252

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Section 12.03.030 of the Troutdale Municipal Code establishes water utility fees and authorizes the Council to adjust the amount of the fee by Resolution.

2. The current water utility fees were set by Resolution No. 2252 adopted May 27, 2014 and became effective July 1, 2014.

3. The water commodity fee should be increased 4.0% (from $2.97 to $3.09 per thousand gallons) due to increasing costs of operation, maintenance and capital projects associated with the water system.

4. No adjustment is proposed for any charges other than the commodity charge.

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

Section 1. The monthly water user fees are as follows:

A. Water Commodity Charge: $3.09 per thousand gallons.

B. Water Meter Installation Charge:
   1. For a 3/4" meter: $254
   2. For a 1" meter: $308
   3. For meters larger than 1": Installed by owner.

C. Stand Pipe Charge: $50 (3/4" only). This is for single family home construction only. The rate is for up to 90 days. For each additional 90-day period or fraction thereof, there is an additional charge of $50.

D. Hydrant Meter Rental Charge: A refundable deposit of $100 is required. There is a minimum rental charge of $25.00 plus $1.00 per day of each day in excess of 25 days, plus metered water usage at the water commodity charge of $3.09 per thousand gallons.

E. Monthly Standby Fire Service with a detector check meter:

Meter Size	Monthly Rate
1 ½"	$6.00
2"	$9.64
3"	$18.19

4"	$30.36
6"	$61.45
8"	$96.91
10"	$136.00

F. Monthly Standby Fire Service without a detector check meter: Twice the rate given in Paragraph E above.

Section 2. Resolution No. 2252 is rescinded effective July 1, 2015.

Section 3. This resolution is effective July 1, 2015.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date_____

Debbie Stickney, City Recorder

Adopted:

AGENDA ITEM #9

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A resolution adjusting the storm sewer utility fee and rescinding resolution No. 2250.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** May 26, 2015 **STAFF MEMBER:** Steve Gaschler **DEPARTMENT:** Public Works
ACTION REQUIRED Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Approve the proposed rate increase and adopt the respective resolution.

EXHIBITS: None

Subject / Issue Relates To:

☒ Council Goals ☐ Legislative ☐ Other (describe)

Maintain stability in Public Works Funds

Issue / Council Decision & Discussion Points:

- The protection of the health, safety and property of residents and businesses through the provision of storm drainage systems and services is a critical function of the City.
- The City requires adequate funding for operation, maintenance and improvements to the City's storm sewer system.
- City storm sewer utility fees have not kept pace with increasing costs.
- Water quality requirements and watershed stewardship programs are increasing the expense of providing storm water management systems and services.
- The proposed rate increase per residential user is very small and well within a reasonable level for rate payers' means.
- Increasing the rate cape takes an incremental step toward establishing equity between residential and commercial in storm sewer rates.

Reviewed and Approved by City Manager:

- The proposed rate increase is within a reasonable level for rate payers' means. With this proposed increase and the proposed increases in the sewer and water rates, the combined monthly average residential cost will be 1.07% of median household income. The most commonly used benchmark for affordability of water and sewer service is 2.5% of MHI.
- The proposed combination of a 4% increase in the base rate and doubling the rate cap is in accordance with the recommendation endorsed by the Budget Committee.

BACKGROUND:

The Troutdale Municipal Code establishes Storm Sewer utility fees and authorizes the City Council to adjust the amount of the fees by Resolution. Costs of personnel, materials, services, capital projects and reimbursements to other funds continue to increase. Additionally, the City needs to build capital reserves to cover the cost of anticipated future capital costs that will be needed to maintain, upgrade and rehabilitate components of the storm sewer system as they age and degrade, and as required water quality retrofitting projects become necessary. The storm sewer utility faces a dramatic revenue shortfall in FY 15-16 at current rates.

Concurrent with the preparation of the FY 2014-15 budget, staff hired FCS Group to perform a storm sewer economic and financial analysis. At a March 18, 2014 work session, the draft storm sewer economic and financial analysis was presented to the City Council. One key finding of that analysis is that the current storm sewer rates were found to be immediately inadequate. The current rate structure, specifically capping billable impervious area at 6.2 equivalent residential units, subsidizes large commercial customers at the expense of residential and small business customers, limits the marginal revenue provided by a rate increase and does not provide sufficient funding for the utility. At the work session, Council requested two additional scenarios be evaluated: specifically removing the cap immediately and phasing out the cap and having a flat $1.00 per month increase to the monthly utility fee for residential users.

At the May 27, 2014 Council Meeting, Staff presented the three options and accompanying analyses that the Council requested. At that meeting, Staff recommended increasing the base rate by 4% and removal of the cap. The Council considered these options and elected to increase the base rate by 4%, but left the cap at $25.27, with the intent of revisiting the matter at a future date.

At the April 2015 Budget Committee meetings, Staff proposed a 4% increase in the base rate and removal of the cap. The Budget Committee chose not to endorse that proposal, and instead developed and endorsed a recommendation to the City Council that the base rate increase of 4% be coupled with a doubling of the rate cap from $25.27 to $50.54. The proposed resolution implements those recommendations. These increases alone do not provide the necessary funding to cover all storm water fund expenses for the coming year. The Committee therefore further recommended that that shortfall be made up by a contribution from the general fund, which is estimated at approximately $216,000. These recommended funding mechanisms together are just enough to cover the fund's expenses for the coming year, but leaves no projected ending balance nor a sufficient funding plan for ensuing years. Staff recommends that the City Council revisit storm water rates and financial analysis in the first half of FY 2015-16 to develop a sustainable funding plan for the utility's future years.

Increasing the base rate by 4% will result in an increased cost to single family residential customers of $0.16 per month, or $1.92 per year.

The City has approximately 4,600 customer accounts. Approximately 134 customer accounts pay the current storm sewer utility fee rate cap of $25.27 per month. If the proposed resolution is adopted, approximately 95 customer accounts will pay the increased rate cap of $50.54. Approximately 39 commercial/industrial customers will see an increase in their monthly storm water fee ranging from $0.50 to $25.19 per month as they fall under the increased cap.

If the Council does not approve any rate increase this year, the Storm Sewer Fund would require an additional $47,000 in support from the General Fund to cover the utility's expenses for FY 15-16.

PROS & CONS:

Pros:

- This rate increase, coupled with a contribution from the general fund, provides sufficient funding to sustain the utility for FY 15-16.
- The rate increases are restrained and quite modest for the residential customer. The combined monthly average residential cost for water, sewer and storm water will be 1.07% of median household income.
- Doubling the rate cap provides some of the needed revenue, decreasing the needed support from the general fund, and takes an incremental step toward rate equity between residential and commercial/industrial.

Cons

- Increased fees to residents and businesses.
- Requires a contribution from the general fund
- Does not provide adequate funding for subsequent fiscal years

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

Future Fiscal Impacts: ☒ Yes *(describe)* ☐ N/A
Increases revenue as described above
Requires an approximately $216,000 contribution from the general fund in FY 15-16
Does not provide sufficient funding for subsequent fiscal years

City Attorney Approved N/A ☐ Yes

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

RESOLUTION NO.

A RESOLUTION ADJUSTING THE STORM SEWER UTILITY FEE AND RESCINDING RESOLUTION NO. 2250

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Section 12.06.030 of the Troutdale Municipal Code establishes a storm sewer utility fee and authorizes the Council to adjust the amount of the fee by Resolution.

2. The current storm sewer utility fee was set by Resolution No. 2250 dated May 27, 2014 and effective July 1, 2014.

3. The storm sewer utility fee should be increased 4.0% (from $0.00158 to $0.00164 per square foot of impervious surface) to cover increasing costs of operation, maintenance and capital projects associated with the storm sewer system.

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

Section 1. The monthly storm sewer utility fee shall be $0.00164 per square foot of impervious surface. All residential users are deemed to have an assumed average 2,700 square feet of impervious surface and therefore have a monthly storm sewer fee of $4.43.

Section 2. Non-residential users shall be charged at the $0.00164 per square foot of impervious surface. In no case shall be the monthly storm sewer utility fee exceed $50.54.

Section 3. The storm sewer utility fee shall not be imposed for impervious surface owned and maintained by the City nor for the impervious surface of a public street, road, or highway nor upon the runways or taxiways of a public airport.

Section 4. The storm sewer utility fee may be reduced by individual mitigation efforts, as follows:

A. The responsible party must request, in writing, a reduction in the storm sewer utility fee based upon mitigation actions taken to reduce the effect of storm water flow from the property.
B. The request must include the following minimum information:
   (1) The calculated storm water run-off from the area in question prior to its development.
   (2) The calculated additional storm water run-off from the area in question after its development without mitigation.
   (3) The calculated additional storm water run-off from the area in question after is development with mitigation.

(4) Drawings or other suitable details of the mitigation method(s) employed.

C. In determining storm water run-off, a 25-year event of 24-hour intensity shall be used.
D. Upon review and approval of the user's request, the Public Works Director may grant a reduction in the storm sewer utility fee equal to the percent reduction in additional storm water run-off achieved by the mitigation effort but in no event shall the reduction be more than 70% of the fee without mitigation.
E. The full amount of the storm sewer utility fee shall be charged until a request for reduction is received and approved.
F. The decision of the Public Works Director may be appealed to the City Manager. Such appeal must be in writing and submitted with 30 days after the decision is made by the Director. The appeal must state the particular matter in dispute, the reason(s) for differing with the Director, and the specific relief sought.

Section 5. Resolution No. 2250 is rescinded effective July 1, 2015.

Section 6. This resolution is effective July 1, 2015.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

_____
Date

_____
Debbie Stickney, City Recorder

Adopted:

AGENDA ITEM #10

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A resolution limiting city council meetings to 9:30 pm unless extended by a majority vote of the council.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** May 26, 2015 **STAFF MEMBER:** Ed Trompke **DEPARTMENT:** Legal
ACTION REQUIRED Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**
STAFF RECOMMENDATION: Adopt resolution as proposed	

EXHIBITS: None

Subject / Issue Relates To:

☐ Council Goals ☐ Legislative ☒ Other (describe)

This resolution addresses effectiveness of city council meetings.

Issue / Council Decision & Discussion Points:

- Enhance a meeting framework around which councilors may set priorities and prepare for council meetings.
- Ensure that efficiency always bows to the public's rights to approach and communicate with the city council, at its meetings and hearings.
- To cause the city council to occasionally discuss and create a consensus view about its use of time during public meetings, when warranted.

BACKGROUND:

Reviewed and Approved by City Manager:

Staff is aware that recent city council meetings have been running late. These sense of the council appears to be that it would be better to end council meetings more quickly.

PROS & CONS:

Pros:

- Limiting total duration of any one council meeting may cause the council to think more effectively about how it uses its time.

Cons

- In questions involving a great deal of councilor debate, adding an extra question (namely, whether to extend time) may complicate the way forward to developing consensus.

SUMMARY:

Meeting limits may facilitate public business, and require thoughtful application by all council members to fully succeed.

Current Year Budget Impacts ☐ Yes *(describe)*	☒ N/A
Future Fiscal Impacts: ☐ Yes *(describe)*	☒ N/A
City Attorney Approved N/A	☒ Yes
Community Involvement Process: ☐ Yes *(describe)*	☒ N/A

RESOLUTION NO. _____

A RESOLUTION LIMITING CITY COUNCIL MEETINGS TO 9:30 PM UNLESS EXTENDED BY A MAJORITY VOTE OF THE COUNCIL

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Members of the city council attend council meetings on their personal time, often with competing work and family needs.

2. City council meetings are most effective when councilors can come to meetings prepared with an understanding of the agenda items, and with forethought as to priority items for a councilor.

3. Setting time limits for council meetings may assist council members in setting individual priorities and determining question areas, with a resulting collective efficiency that allows council meetings to end at reasonable times yet preserve opportunity for debate.

4. Council rule 2.08.010 contains a policy that "the council shall endeavor to adjourn regular and workshop meetings by ten p.m. or as close thereto as possible," and ending meetings at 9:30 pm facilitates this.

5. Ending meetings must have a natural exception for circumstances where adequate time is needed to accommodate the public need to participate in public meetings.

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

Section 1. If the presiding officer of any regular or workshop city council meeting reasonably perceives that such meeting will not adjourn by 9:30 pm, then before 9:30 pm the presiding officer shall call for a motion to extend the meeting by 30 minutes. The motion requires a majority vote. The council may pass subsequent motions to extend the meeting by 30 minutes.

Section 2. Members of the city council are expected to approve meeting extensions needed to accommodate public participation.

Section 3. In the absence of a motion made under Section 1 of this resolution, at 9:30 pm during any regular or workshop meeting the presiding officer shall call for motions needed to expeditiously conclude or continue open matters, as necessary, and afterwards seek a motion to adjourn the meeting.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date

Debbie Stickney, City Recorder

Adopted: