



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, October 13, 2015 – 7:00PM

Mayor

Doug Daoust

City Council

David Ripma

Eric Anderson

Larry Morgan

Glenn White

Rich Allen

John Wilson

City Manager

Craig Ward

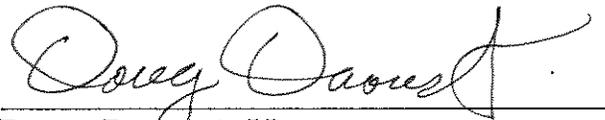
1. **PLEDGE OF ALLEGIANCE, ROLL CALL, AGENDA UPDATE.**
2. **CONSENT AGENDA:**
 - 2.1 **MINUTES:** August 25, 2015 Regular Meeting.
 - 2.2 **RESOLUTION:** A Resolution expressing support for the Gorge Hub Project at Depot Park.
 - 2.3 **RESOLUTION:** A Resolution providing for current FY 2015-16 Budget Transfers and Appropriation Changes.
 - 2.4 **RESOLUTION:** A Resolution approving an Intergovernmental Agreement between Metro Regional Government and the City of Troutdale for funding the Fiscal Year 2015-16 Metro and Local Government Annual Waste Reduction Program.
 - 2.5 **RESOLUTION:** A Resolution granting a Temporary Construction Easement abutting NW Graham Road to the Port of Portland and accepting a Consent Instrument from the Federal Department of Health and Human Services.
 - 2.6 **RESOLUTION:** A Resolution to Acquire Certain Personal Property and Settle Certain Litigation.
3. **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.*
4. **PUBLIC HEARING / ORDINANCE (Introduced 9/22/15):** An ordinance creating Chapter 3.07 of the Troutdale Municipal Code to phase in a motor vehicle fuel tax over three years and to premise the same on voter approval.

Ed Trompke, City Attorney

5. STAFF COMMUNICATIONS

6. COUNCIL COMMUNICATIONS

7. ADJOURNMENT



Doug Daoust, Mayor

Dated: 10/8/15

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 Sarah Skroch, Deputy City Recorder at 503-674-7258.

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

DRAFT

Agenda Item #2.1

10/13/15 Council Meeting

MINUTES

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

Tuesday, August 25, 2015

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

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

PRESENT: Mayor Daoust, Councilor Ripma, Councilor Anderson (via phone), Councilor White, Councilor Allen, and Councilor Wilson.

ABSENT: Councilor Morgan (excused).

STAFF: Craig Ward, City Manager; Shelby Rihala, City Attorney; Erich Mueller, Finance Director; and Sarah Skroch, Deputy City Recorder.

GUESTS: See Attached List.

Mayor Daoust asked are there any addenda updates?

Craig Ward replied there are no amendments to the published agenda.

2. CONSENT AGENDA:

2.1 ACCEPT MINUTES: June 23, 2015 Regular Meeting, June 23, 2015 Work Session, and July 14, 2015 Regular Meeting.

2.2 RESOLUTIONS: Three resolutions pertaining to easements along Graham Road:

A. A resolution accepting a perpetual, nonexclusive utility easement along NW Graham Road from the Port of Portland.

B. A resolution accepting a perpetual, nonexclusive utility easement along NW Graham Road from MYR Real Estate Holdings, LLC.

C. A resolution accepting a perpetual, nonexclusive utility easement along NW Graham Road from Couch Street LLC.

2.3 RESOLUTION: A resolution approving an Intergovernmental Agreement with Multnomah County for the Community Development Block Grant Program and the HOME Investment Partnership Program for program years 2016-2018.

2.4 RESOLUTION: A resolution correcting a clerical error in the FY 2015-2016 Budget Appropriation Record.

2.5 RESOLUTION: A resolution confirming text of a question submitted to the voters for the Election of November 3, 2015.

MOTION: Councilor Wilson moved to approve the consent agenda. Seconded by Mayor Daoust. The motion passed unanimously.

3. PUBLIC COMMENT: Public comment is limited to comments on non-agenda items.

There was no public comment.

4. PRESENTATION: Recognition of the Citizen of the Year – Norm Thomas, Youth Citizen of the Year – Soltsi Hernandez Contreras, and the Sam Cox Humanitarian of the Year – Jennifer Hoffman.

Mayor Daoust stated each year there is a presentation made by the Chamber of Commerce and the City for the recognition of Citizen of the Year, who is here tonight. We also recognized a Youth Citizen of the Year and she is also here tonight. Then the Lion's Club gives a 3rd award, the Sam Cox Humanitarian of the Year, and Jennifer Hoffman is not here this evening.

Mayor Daoust recognized each of the 3 award recipients and presented them with a framed award. A copy of what Mayor Daoust read about each recipient is attached to the minutes as Exhibit A.

5. RESOLUTION: A resolution authorizing approval of a Declaration of Cooperation for Columbia Levee Repair and Accreditation.

Craig Ward, City Manager, stated I've asked for some people to come present this fairly complicated issue. Here tonight is Steve Greenwood who is the Deputy Director of the National Policy Consensus Center and one of his assignments is to deal with levee recertification, Levee Ready Columbia. Also with us is John Tydlaska who is the Economic Development Director for Multnomah County. He's been critical in having the County step up and support Troutdale and Fairview in the financial impact of the Levee Ready Columbia studies that will need to be done. There are also people here from the Sandy Drainage Improvement Company. Sara Morrissey with the Multnomah County Drainage District (MCDD) is here and she is the Program Manager for Levee Ready Columbia. There are others here as well if needed to speak or answer questions as we go along.

Steve Greenwood stated this is a project about protecting the lives and safety of citizens and also about protecting opportunities for economic development. It's about making sure that the levees can withstand severe flooding and it's about getting Federal approval in accreditation for the levee system.

Steve Greenwood presented the Council with a PowerPoint presentation. A copy is attached to the minutes as Exhibit B.

Steve Greenwood stated there are 5 different drainage districts involved. The districts are special districts of the State of Oregon. They are a government entity with limited authority. They were established in 1917 by local land owners primarily for drainage. There were small levees built at that time and there are about 27 miles of levees and flood walls, including cross levees, along the lower Columbia Slough. In Troutdale there

is the Sandy Drainage Improvement Company. You've got almost 1,300 acres behind the levee and over \$400,000,000 in property real market value (RMV) so there is an awful lot at stake. In the Troutdale Reynolds Industrial Park (TRIP) there are 9 new lots being prepared for sale. Without accreditation by the Federal Government, that land behind the levee becomes a high flood area and it ends up having a lot of requirements for insurance and restrictions for development. We've been told by those in the private sector who market properties behind the levee that none of us want to see disaccreditation of that levee system. The levees are engineered systems, not just a bunch of ground heaped up in a pile. When we go through the accreditation process there's a fairly sophisticated engineering analysis that says whether or not that levee system is going to be protective of a 1 in 100 year flood or higher or lower. You might ask if this is really just an administrative matter or is there a significant risk here? The fact is that we've had more than 4 events over the last 100 years, including 2 that have been judged a 1 in 500 year event. The most famous was the 1948 Vanport Flood and we don't want to see anything like that again. There have been improvements made to the levee system since that 1948 flood but we've seen what can happen under the worst circumstances. More recently in 1996 we had the high water events in both the Willamette and Columbia. More than 10 years ago we had Hurricane Katrina and the flooding in New Orleans. The Federal Emergency Management Agency (FEMA) and the US Army Corps of Engineers took a lot of heat for the breach of the levee system and were basically told that they needed to have better standards and do a better job of enforcing those standards to which they have responded. On the FEMA side they are the ones that do the accreditation of the levees and determine whether or not a levee system is protective of at least a 1 in 100 year level flood. They map the areas behind those levees and if an area is accredited then it's almost as if that river or water body isn't there on the other side. If it's not accredited then it's as if the levee itself doesn't exist and it becomes a high flood risk area. The US Army Corps of Engineers also has a role to play and they have their own regulatory program which is called the Rehabilitation and Inspection Program. That is essentially an insurance program because if you meet the Corps of Engineers standards and if there is a flood with damage to the levee system, they will repair it. Those repair bills when they do happen can be very high. It's an insurance program that you don't want to lose. In 2011 the Corps of Engineers did an inspection on the levee systems in the area and essentially said for Pen 1 and Pen 2 that as of 2013 our engineering certification of those levees no longer applies and you are at a risk of being disaccredited unless you can provide demonstrated documentation that in fact it will meet that 1 in 100 year flood protection standard. The Governor designated this as an Oregon Solutions process and that's where I come in, I'm the Project Manager for any solutions for this project. We convened more than 20 partners, Portland Mayor Charlie Hales and Multnomah County Commissioner Jules Bailey have served as the co-conveners. What we have accomplished in this first phase is an engineering assessment for those 2 districts. This is something going on not just in the Portland area but essentially all over the state. There are a lot of folks that are caught by surprise and wondering how they are going to deal with this. In this area, all of the parties have said that none of us, neither the cities who are the responsible parties in terms of requesting accreditation from FEMA, nor the drainage districts have by themselves the ability to do that kind of assessment and make the kind of improvements that we expect may be needed. The only way to do that is through collaboration. We've done the first phase of work and done the engineering analysis for Pen 1 and Pen 2. One of the results is that all 3 of the other districts (Sauvie

Island, Multnomah County Drainage District, and the Sandy Drainage Improvement Company) that are facing the same kinds of impacts all requested to join this collaboration because I think they felt it would be a benefit to all of them. What we've done is invite the jurisdictions that are involved in all of those districts to be part of this process. There is a draft Declaration of Cooperation that's been signed by most of the other parties. We are here inviting you to be a participant at the table in this Levee Ready Columbia effort and Oregon Solutions process. You might be asking what's the cost or what do you want from us? All of the parties are benefitting by all the parties participating. In some cases the participation is financially and through attendance at the meetings. John Tydlaska has been a major player in helping the group come to reach some agreements about how we want to address and how we want to pay for this next phase.

John Tydlaska, Multnomah County, stated the levees are an issue and the issue before you tonight is the Declaration of Cooperation which is essentially saying we want to be at the table and keep participating. I'm here to talk about the next step which is money. Part of this work was a form of the Finance Subcommittee to try to figure out how to start allocating financial responsibility. For the work in MCDD and Sandy the total engineering cost is in the ballpark of \$3.6 million. What we worked out at the staff level is a way to try to allocate that responsibility among the parties. We determined the length of the levees in each area and then within each district how much of protected acreage belongs to Troutdale and divided it up that way. That's in concept how we worked through it. The next step is going to be bringing to the jurisdictions the proposal for what does the dollar amount look like for this cost share. The County set aside \$500,000 in contingency so we have a chunk of money to spend in this fiscal year to fund the levee project once we get a further sense of what it will look like. Last Thursday the Board of Commissioners appropriated that money out of contingency into the Department of Community Services which is where they'll house the staff for it as well as foot a portion of the bill. The way the financing is broken out, the County has the ability with that money to help with a portion of Troutdale's amount and Fairview's as well.

Craig Ward stated the Declaration of Cooperation is really just putting our toe in the water. We have to do the homework on the status of the levees in order to determine what fixes need to be made in order to recertify the levee. Multnomah County has agreed to be the sponsor of a loan from the State in order to have a pool of money to do that engineering analysis and the MCDD will do most of the work as I understand it. That's all down the road. All that they're asking from us right now is to say that we want to sit at the table. They approached me probably 3 or 4 months ago saying they had a process for Pen 1 and Pen 2 and now they're going to do it for the remaining levee areas. My first reaction from the meeting probably was not very positive. As I continued to attend meetings and became more and more familiar with it, I understand the approach that they're using and I am recommending that we take this action. It will be followed by an Intergovernmental Agreement (IGA) that will obligate us to a portion of the financing necessary to repay the loan. I very much considered not bringing this forward because almost everyone has signed it already except Troutdale and Fairview and that's because we were pretty late to the table. In probably 2 months we'll be bringing an IGA before you to commit us to a share of the loan to pay for the engineering. After the engineering is done then we have whatever fixes are needed to the levee and the IGA will not bind us to that stage of the process either, but they'll be back asking. If one can take credit for whining being

successful then I was successful in expressing to the County the difficulty that we have in coughing up money that was not yet appropriated this year or a share of the loan and the subsequent expenses down the road. The loan would be for 7 years.

John Tydlaska replied yes, the County approved the loan a week ago last Friday. We will take out the loan and be the administrator of that so the State doesn't have to make 10 small loans. The loan starts repayment in December 2017. It's a 7 year term with an interest rate around 1% or less. Realistically it's the term of the loan that's driving the cost for the City which would be between \$16,000 and \$17,000 per year starting in fiscal year 2018.

Craig Ward stated consequently John went back and the Multnomah County Commissioners, were very generous, as were the Port of Portland, in contributing money that will reduce the amount that we will be obligated for in this initial stage which means that this fiscal year we won't have any financial obligation and down the road it'll be half of what it would otherwise be calculated to be. The numbers are not huge but then the question is what will the fixes cost and until we do the engineering, we don't know the answer. I've already stated in the staff report that there's reason to be confident that because the Sandy Drainage Improvement Levee was the last built and may be the best of the levees in the system. That does not mean that it won't cost anything. I do believe that this same general formula will be applied when we get to that stage as well. I'm hoping that Multnomah County again steps up and covers half of our share but they're not committed to that either so we can't depend upon that. I think it's really incumbent on us to be grateful for the work that Multnomah County and all of these parties have done. I recommend that the Council approve this Declaration of Cooperation and look forward to me bringing the IGA back to you for subsequent consideration.

Mayor Daoust stated I appreciate Oregon Solutions and Multnomah County coming forward and talking about this. We've been talking about it in the background for awhile so we knew it was coming. I guess this Declaration of Cooperation is just the first step and it's non-binding and we should probably sign it along with everybody else that has.

Councilor White asked are the levees going to be looked at for routine maintenance or is there some catalyst that's caused these levees to be looked at?

John Tydlaska replied the certification of the levees expires in 2017. We've gotten indications from FEMA that they're most likely going to re-map the whole thing all at once. Given the amount of lead time that it takes to do this, the engineering work will take us through December 2016. So by 2017 we'll start looking at alternatives and what's needed to fix it. The driver is purely a functional certification that is expiring. It probably hasn't come up before because post Katrina and Sandy both FEMA and the US Army Corps of Engineers have bumped up their standards a lot pretty much nationwide.

Steve Greenwood stated I wanted to add to that. Once the certification is no longer operable that does not immediately put you into deaccreditation but it does leave everybody at some risk. You're sort of hanging out there and at any time FEMA could call and ask for the documentation that we have a certified levee system and if we're not able to produce that then we would run the risk, as they did in Kent Washington, of losing

our accreditation. Part of the effort that we've been doing is proactive because the clock hasn't started, FEMA hasn't said you've got this amount of time to fix the levee. We don't want them to start the clock. Frankly the more proactive these levee systems are here in the Portland area, the less likely it is for FEMA to start that clock. As long as we're moving toward actual solution then the risk that they will start the clock is a lot less.

Councilor Allen stated I appreciate the participation. You mentioned considering the amount of acreage being protected and I wondered if you might consider the length of the levee within the jurisdiction and the acreage of developable land. Since you don't really care if marsh floods.

Sara Morrissey, Program Manager for the levee project, replied we did look at total acreage behind the levee system. We looked at RMV for property value and we also looked at mileage. The split with the jurisdictions and districts when we talk about financing is that the jurisdictions hold the flood insurance rate maps. They're the ones that have the maps and do the land use and they have all the flood regulations for development in flood plains. The drainage districts are the ones that operate and maintain the levee systems so they legally mandated to participate in the Corps program but not in FEMA's accreditation program. From the finance committee, they thought it was equal if we split that responsibility 50/50. So the jurisdictions have 50% and the drainage district has 50%. Within that split, the drainage districts were looked at as having physical responsibility based on levee mile. The jurisdictions started with RMV and for the calculation that we had at the time, the City of Troutdale was \$404,000,000 because of the TRIP development. That was going to be 94% of the cost for the City so we looked at acreage because there was a lot of discussion that RMV fluctuated and acreage was a better judge of how much area was developable behind the levee system. We didn't get into the type of land, it was just a decision that the committee made.

Councilor Ripma stated I understand these drainage districts and levee districts have been around for close to 100 years and they were self-funding and they were paid for by the benefitting property owners in the districts. Out of the blue you are coming to the City saying we have to be involved in funding a recertification. Why can't the district, which after all is what's keeping the land dry and the property owners directly benefit from it, why aren't they able to raise the money from the property owners?

John Tydlaska replied there are 2 parts to that. First, the property owners are paying half, by dividing it up between the districts and the jurisdictions. The districts pass that along as assessments to the property owner.

Councilor Ripma stated they've been paying for it all up until now.

John Tydlaska replied drainage districts do maintain levees to meet the Army Corps standards and property owners have been paying for that. Now what we're facing is a change in standards that has nothing to do with the Army Corps, this is a change in standards by FEMA. The drainage districts were never created to deal with FEMA. So the question is, who bears the responsibility. The property owners are benefitted by it, you also have the jurisdictions who at the end of the day, if FEMA were to remap and there was a need for a huge fix, the drainage districts don't have any obligation to make

that fix. In fact the legal responsibility for submitting the flood insurance rate maps and maintaining an accredited levee system falls on Troutdale and Fairview. There's no one who squarely "holds the bag". In trying to figure out how to cut it up we decided on half for the property owners and half for the jurisdictions which had the closest thing to legal responsibility for it if things go south.

Councilor Ripma stated the districts were created to build these levees and maintain them. Did they never have to be certified that they'd keep the water out? Just because FEMA took over for the Army Corps of Engineers isn't a reason to saddle the City with half the cost. It's not clear to me why. This is coming out of the blue. We have had no background on this. By signing this non-committing cooperation agreement, you've already said you'll be coming back to us with 1 that does commit us and the loan is mentioned in this non-committing agreement. Troutdale's portion is \$112,000 that needs to be paid back over 7 years. That's all new money straight out of our budget that we never had to pay before. I feel we haven't had an adequate explanation. For instance how much are the other jurisdictions and property owners paying throughout this whole project? The only thing identified in Phase 1 were Pen 1 and Pen 2 in Portland that needed fixing. How much of that are we committing to? If we're not, how come we need to sign an agreement that commits us to cooperate with Portland essentially to fix those?

John Tydlaska replied if you want to see how much everyone would be responsible for under the concept, I can pass that around (a copy can be found in the meeting packet).

Councilor Ripma stated I think it should be in our packet, it's information we should have. By cooperating with all these 18 other jurisdictions, are we committing to share in the repair of Pen 1 and Pen 2?

John Tydlaska replied no that is something I want to clarify. The underlying principal behind how we came up to the allocations is the notion that nobody pays for what's not theirs. You're not paying a dime for Pen 1 or Pen 2. Those were done without your money and any ongoing work won't be paid for by you.

Councilor Ripma asked who's paying for it?

John Tydlaska replied the City of Portland, Port of Portland, Metro and the Districts.

Councilor Ripma asked if a similar repair needed to be made in our district, would we then end up sharing just like Portland, Multnomah County, and so on?

John Tydlaska replied what was done in Pen 1 and Pen 2 is what's being done in MCDD and Sandy. It's just those 2 went first because their certifications expired. There is no repair work being done. If there is a repair that's needed in Sandy, then Portland isn't going to pay for that. If there's a repair that's needed in Pen 2 then you're not paying for that.

Councilor Ripma asked who would pay, the district?

Sara Morrissey replied we're just talking about the engineering investigations before we go down the repair road. We haven't identified the structural condition of the levees. That's what this cost is for. The repair, we can't answer that right now because we're looking for federal funding for this. We're not just sitting back and waiting for everything to happen. We are actively searching for other ways to fund projects like this. Because we've been so proactive, the State of Oregon has come up with funding through the Regional Solutions Office and given \$300,000 to this project and have created a levee program within their Infrastructure Finance Authority program for small grants of \$50,000 per district which was money that was never available before a month ago. We just don't know what the severity of the repairs are because we don't know the condition of the levee system. The agreement that you're signing and the IGA and the way that the money is distributed is for the levee engineering investigation, that's it.

John Tydlaska stated we have seen an increase in funding that's available. Right now we're looking at taking 20% off the total cost by the fact that other regional partners are coming in. As we hear from around the State and around the nation, we're one of the better systems in the sense that we're working together. I like our odds a lot more at getting outside funding if we are coordinated as opposed to if we are going on our own and not working together. If there is a big number than it'll fall 100% on your shoulders.

Mayor Daoust replied it always works better if you have a group going in and applying together. The way I understand it, on the right side of this table that you handed out, Troutdale's commitment for the engineering is \$224,000 and our cost for this year is \$13,000. But the County and Port of Portland are covering half of that cost. Is this true?

John Tydlaska replied this is just showing the allocation. The actual funding will have to be determined through the IGA. That's what the County Board said last Thursday, that they would partner with the Cities to provide up to half of the funding. I suspect there will be further conversations about that but there is adequate funding to do that.

Mayor Daoust stated maybe it's a little premature to talk money at this point. All we're talking about is the Declaration of Cooperation but we know that the money question is coming.

Councilor Ripma stated if you look at the right column there, Troutdale is \$224,000, Fairview is \$42,000, Multnomah County is \$20,000, Fairview is \$81,000, I'm not sure why Fairview is in there twice.

Sara Morrissey replied Fairview is in 2 Districts.

Councilor Ripma stated if we are not scared about this, we should be. This is the thin end of the wedge. This cooperation agreement is fine except it'll be followed by real numbers. I don't see why we can't have both things brought to us at the same time with a full analysis by our staff. All of a sudden after 100 years of the levees taking care of themselves, a recertification effort is being spread out in a way that makes the City responsible for half for just a study. It could be that by us agreeing to this cooperation we'd be responsible for half of the cost for any deficiencies identified. At least it's a worry and we don't have an answer to that.

Craig Ward replied that is very similar to my initial reaction. I'm not sure I solved the problem although with a little bit of whining I managed to cut down our obligation substantially.

Councilor Ripma asked is the County paying half or are they just loaning us half?

John Tydlaska replied paying half. In the top portion of the table that's the portion that everyone would be responsible for repaying in 7 years. To the extent that the County takes on half of your obligation then you don't pay that amount. We're not paying you any money because the loan is being used to fund the work. The money isn't going to the jurisdictions. Below that are additional expenses that are outside the loan that are incurred.

Sara Morrissey stated this is a big change. This isn't the way that it was been done, since Hurricane Katrina and Hurricane Sandy, standards have changed. We've seen this at many different levels across Oregon, Washington, and California. The way people handle this varies. For example in King County, Washington they have a County District that they deal with the Corps program and the cities themselves manage accreditation. The City of Milton-Freewater in Oregon didn't participate in the Corps program, they were remapped completely in the special flood hazard area because they were not accredited. The City had to take out a bond by themselves to do the work and then get accredited. They had to take on that responsibility because they hadn't participated in the Corps program with the drainage districts. In Sacramento they formed joint power authorities which are different than drainage districts and they deal with accreditations. It is a new standard and it's a big education piece. We're here to help you guys understand the complexity behind this. It's very different than what it was because this is a whole new process.

Mayor Daoust stated I can understand Councilor Ripma's trepidation about unknown bills in the future. The way I look at this is we should probably be a part of the bigger group because the consequences of not being a part of it are much worse than going in with everybody. We'll have to deal with the IGA in a couple of months when we get it and our fears will be at a heightened point at that time. I don't think they need to be at a heightened point at this time. The Declaration of Cooperation is all you're looking for tonight. It's my opinion that we need to be part of the larger group. There's no way we can take ourselves out of this process and pretend like we can handle things on our own. The consequences of that decision would be much worse.

Councilor White stated we have a liaison from the Sandy Drainage Improvement Company, Tanney Staffenson. I spoke with him about this and he helped shed some light on it. It might help to hear from Tanney.

Tanney Staffenson, Sandy Drainage Improvement Company, stated I sit on the Board as the representative for this City. I'm not the 1st person to advocate for spending money but this is an interesting process and it's driven by FEMA. The question to ask yourself is what happens if the levee fails? What happens if the levee isn't accredited? You have an awful lot of property down there and an awful lot of people that'll be affected if this

accreditation process doesn't go through. It is something new for us to be involved with as a City. You have to look at the fact that we're heading into uncharted waters here. This is something we haven't had to go through before but we're having to go through it now and there's a cost. There's a cost to have property next to a river and there are benefits too. We've got Multnomah County assisting in the City of Troutdale's portion. We have the Port of Portland assisting. Of this 7 year loan, half of that is interest free. I know you still have to pay it back but you don't have to pay interest on half of the loan period. We have gone and gotten State money, staff has gotten Federal money, Metro is involved, Port of Portland, City of Portland, and I can tell you that the Drainage Company's staff is shaking every tree possible and is still shaking those trees to fund this externally. The only way to get grant money is by pooling everyone together. It doesn't work going at it individually.

Councilor Allen stated when I'm looking at this it's obvious to me that yes it's a big problem and yes we have some interest in these areas. I wish the Feds would help out a little bit more than they are. I very much appreciate the cooperation amongst a number of jurisdictions so we aren't going through this alone.

Councilor White stated my only concern going forward is that Troutdale may not need any repairs. The only other thing that could justify spending this kind of cost is if they're going to increase the height of the levee. Has there been a new map that is forcing a new height requirement for the levees? Have they increased the base flood elevation?

Sara Morrissey replied right now they're using the existing model for the Columbia River and at that time that had not increased. The hydrology has not increased for the Columbia.

Taney Staffenson stated I know you are aware that there's a map revision for the area that I believe goes into effect, the comment period closes the end of September.

Craig Ward replied I'm not aware of that. What map revision comment period closes?

Sara Morrissey replied it's to the south of the District.

Taney Staffenson stated there's a map revision presently on the books that closes at the end of September from FEMA.

Craig Ward asked this isn't for Edgefield, is it?

Taney Staffenson replied no. This is primarily for Arata Creek.

Craig Ward replied that's the Edgefield property.

Taney Staffenson stated I'd ask that before that comment period comes to a close that the Drainage District professionals have an opportunity to weigh in on that map.

Councilor Wilson stated the recertification has been known, it's coming up in 2017. What has the District been doing to prepare for that financially to redo a certification on it's own?

Taney Staffenson replied the District has been increasing assessments to land owners and attempting to procure funds from other sources.

Councilor Wilson asked why aren't they self-sufficient in financing this themselves?

Taney Staffenson replied if we quadruple what we're charging everyone, you still wouldn't come close to funding it.

Sara Morrissey replied in 2012 the Army Corps put out a circular saying their certification now expires every 10 years which isn't what it used to be. While the Drainage Districts have been preparing and the certification standards were in process, they are much different now. So now there is an expiration for the Corps certification which wasn't the case before 2012. Also, the certification work that is being required for these Districts is much more severe than it used to be. What we had to do in Pen 1 and Pen 2 for their certification work was to do a technical investigation, bore into the levee 3 places every 1,000 feet. That gets expensive really quickly. The Drainage District has been maintaining and operating a levee to Corps standards which will be very helpful when we do the engineering investigation.

Councilor Wilson stated since 2012 there's been plenty of time to get ready for 2017.

Sara Morrissey replied part of it has been the Drainage Improvement Company and the other Drainage Districts have recognized this change and that's why the Oregon Solutions Program started in 2012 with Pen 1 and Pen 2. The Drainage Districts are not legally tied to FEMA's national flood insurance program. The Drainage Districts are not the map holders for the land. They're not tied to accreditation. That's why this project started in 2012.

Councilor Wilson asked but they were tied to the Army Corps accreditation?

Sara Morrissey replied yes.

Councilor Wilson asked why did that shift?

Sara Morrissey replied because the way that FEMA accredits has changed. The Drainage Districts have to meet Corps standards but they're not the same standards as FEMA.

Councilor Wilson asked I understand that but why wouldn't it just roll over to be the responsibility to the Army Corps and FEMA?

Sara Morrissey replied they differ based on each element. If they were more in line I'd be all for it because it would make it a whole lot easier. The way they have it split right now, the Corps has their own standards and we participate in the rehabilitation inspection program and we're going to have our periodic inspection in the next month and we'll be active in that program. FEMA's accreditation standards are different than those standards.

Councilor Ripma stated Councilor Wilson's point is the same as in my mind. The responsibility of the District for the last 90 years is to keep the levees safe and meet whatever standards were around. The fact that it shifted from the Army Corps to FEMA, I don't see why that relieves the district of having to keep the levee's safe. To the comment about quadrupling the rates, my notion is that the landowners in a district like that pay by elevation. Quadrupling it might not be that much. I don't know. It could be that the increased standards are going to require the land owners, if they're going to keep their property dry, to meet whatever standards are there and why have the City chipping in for half the cost. How did you do Phase 1 that found deficiencies in Pen 1 and Pen 2? Why didn't you have a cooperation agreement then?

Sara Morrissey replied we did, it was collaboratively funded by the City of Portland, the Port of Portland, the Districts, and Metro. The goal was to have a Declaration of Cooperation but at the Oregon Solutions table there was discussion and an advantage to expand the scope to have this project benefit all of the Drainage Districts. That's why we've waited to speak to all of the cities.

Mayor Daoust stated we don't have the whole thing tonight, intentionally I guess. Maybe there are some answers we can get in the next couple of months that would help answer some questions.

Councilor Ripma replied we're being asked to join an intergovernmental agreement and it's triggered by a change of agency that's doing the inspections. The financial commitment that we're making, the reason for the amounts, are not really explained here.

Mayor Daoust stated I assume those will be explained in the IGA.

Craig Ward replied yes. This is exactly the reason why I chose to bring this Declaration forward now because I felt it was important for you to understand that there is a process going on here and to dip your toes in the water and understand the complexity. Rather than bringing to you in a work session with the IGA looming in front of you. You're perfectly free to not approve this Declaration. There will be no consequence to us. The summary statement on page 4, at the end "however Troutdale's reaction to the Declaration will be interpreted as an indicator for Troutdale's intention to partner in the subsequent binding IGA in Multnomah County". I welcome the questions and concern that you have because my purpose in bringing this forward at this stage was essentially to promote that understanding that there's a process here and engage our guests to answer Council's questions and there will be more of that when we bring the IGA forward. Even if we don't approve the Declaration, I expect that the IGA will come to you. At least you've got a taste of the issue and you'll be better prepared to deal with the more complicated and binding proposals that will come to you subsequently.

Mayor Daoust stated that's the way I see it too. Whether we sign this or not, we're going to get the IGA language in a couple of months.

Steve Greenwood stated I wanted to clarify a couple of things about this Declaration of Cooperation. Somebody referred to how did you pull all this stuff together for this 1st

phase? Everything that has been done is part of the collaborative effort and has been voluntary. Nobody has been forced to do or pay for anything. All of the parties who have been participating have done so because they felt that it was a good thing for them and it was ultimately in their best interest. In terms of the agreements that people have pulled together, they've all been voluntary. On page 10 of the Declaration of Cooperation it says that the signing of this document does not constitute commitment of financial resources for the activities listed above or any future cost sharing related to this project. The language is in there for a reason because we really wanted to separate being at the table and the collaborative effort from any kind of commitment of financial resources.

Councilor Anderson asked what percentage of Troutdale residents live along the Sandy River?

Craig Ward replied there are a little less than 200 properties but this doesn't affect the Sandy River.

Councilor Anderson stated it's my understanding that circumstances before now have been the property owners since the Army Corps has taken care of it. But now things have changed and in listening to the conversation, Tanney and other folks have done a very good job of raising money. The entirety of Troutdale will be asked to kick in for this levee recertification, would that be a fair statement?

Mayor Daoust replied our financial obligation would be about \$17,000 per year beginning in fiscal year 2018 for 7 years.

Craig Ward stated the General Fund would pay for that which applies to all the property owners largely in the City of Troutdale. I think the simple answer is yes.

Mayor Daoust stated it is appropriate that we discuss this tonight so we don't spend all this time at our next meeting when we talk about the IGA itself.

Councilor Ripma stated I agree and commend Craig for bringing this forward. To get us thinking about it. I myself have enough questions. While the resolution says on page 10 that there is no financial commitment, the very next sentence says during Phase 2 we will develop separate intergovernmental agreements or memorandums of understanding between the major jurisdictions for how to fund the necessary activities. In one sentence there is no commitment but there is going to be a commitment. I think it would be best if some of the questions that we've raised could be answered. Maybe you could give us something that describes the Phase 1 funding and how and way it was done and why the Drainage District is incapable of funding the activities that they've been funding for 90 years. I think it would be good to have clarity about the fact that we won't have to pay for Pen 1 and Pen 2 deficiencies, only our own in the end. It does sound like we would be paying for the further study of areas outside of our jurisdiction.

Steve Greenwood replied you would not under the current proposal.

Mayor Daoust stated maybe we should vote on the resolution to see if a majority of the Council wants to sign the Declaration of Cooperation before we start assigning homework

assignments for others to bring back later. I think that by us signing this Declaration of Cooperation, it makes it easier on the County to do the loan application. My interpretation of the staff report is if we don't sign the Declaration of Cooperation it may make it harder for the County for the loan application.

Councilor Ripma asked where does it say that?

Mayor Daoust replied on the bottom of page 4 of the staff report it says "Troutdale's reaction to the Declaration will be interpreted as an indicator for Troutdale's intention to partner in the subsequent binding IGA authorizing Multnomah County's IFA loan application".

John Tydlaska replied the County went ahead and applied for the loan largely on our own and were approved for it. That being said, we're not going to enter into the loan until we have the IGA buttoned up. We're not going to take on that full responsibility ourselves. I would say that not signing the Declaration of Cooperation could be seen by folks as Troutdale is not that interested in putting up anything financially which may be the case but that could impact how the Board might view this.

MOTION: Councilor Wilson moved to approve a resolution authorizing the City Manager to execute the Columbia River Levee Repair and Accreditation Phase 1 to Phase 2 Declaration of Cooperation on behalf of the City of Troutdale. Seconded by Councilor Allen.

VOTE: Councilor Allen – Yes; Councilor Wilson – Yes; Councilor Ripma – No; Councilor Anderson – No; Mayor Daoust – Yes; and Councilor White – Yes.

Motion Passed 4 – 2.

Councilor Ripma stated this shouldn't be taken as a statement of us being unwilling. I just have too many questions about the amounts and why.

Councilor Wilson stated if the IGA doesn't meet our goals or what we feel should be our obligations then we're done. I'm sure that the IGA will spell out everything that we have questions on.

Craig Ward stated I would ask that Council e-mail me your questions. I'll assemble those and forward those on to the staff that can answer them and we'll prepare responses to all of your questions as best we can. We do have time to do that before the IGA will mature to the point of coming forward for adoption.

Councilor White asked is the Sandy River levee system going to have to go through this or is that just a natural bank down by the airport?

Craig Ward replied there is no levee. I was struck by the map that was shown earlier that showed a levee on 1,000 Acres which I wasn't aware of but again that's not in our city limits. There is a segment of levee next to the airport and I presume that is all part of this system.

Sara Morrissey replied yes.

Mayor Daoust called for a 10 minute break at 8:38pm and reconvened the meeting at 8:47pm.

6. DISCUSSION: A scope discussion with Mike Gleason on Council work planning.

Mayor Daoust stated I had a talk with Shane Bemis, the Mayor of Gresham, about how City Councils make decisions, our decision making process, how we spend our time, and how we go about dealing with city business. Shane really highly recommended that we engage Mike Gleason to talk to the Council. My introduction of what Mike is going to talk to us about certainly is not good enough and Mike can explain what he can do for the Council and we can ask questions after he does his introduction.

Mike Gleason stated thank you for the opportunity for me to come chat with you this evening. I have deep respect for city councils and it is my personal opinion, based on nearly 50 years of work, that the essence of democracy occurs right here. What I would like to do today is chat with you about what you do as Councilors, how you go about your work, how it relates to private enterprise, what is efficiency and effectiveness, are we wasting people's money and time, and is it essential for us to even be doing this? In the end I hope you're able to have a little richer understanding of what work you're doing, how you fit into the picture of things, and how you might go about making it a little easier on yourself to undertake this task, a task that is much harder than people realize and probably more difficult than you realized when you ran for office. I don't have any other goals in that I'm not offering myself up for contract, I'm not proposing to make any money, I do this as a payback for living in a civil society which has rewarded me as a human being and my family. I'd like to give you a little background about who I am so it might give you an idea of what perspective I have. I've been working in public governance for nearly 50 years. Prior to that my dad, uncle, grandfather, and great grandfather spent some time in the business. I've managed 8 different cities in Washington, Oregon and California including Eugene, Santa Rosa, Sweet Home, and Walla Walla. I've been involved with 2 Counties including King County in Seattle and Lane County in Eugene. I've also owned 3 private businesses and I know what it means to make a payroll and what it means to deal with government red tape. I still have 1 of those companies that's doing just fine.

Mike Gleason spoke about the history of government, what government does, and how we got to where we are today.

Mike Gleason stated you took an oath when you became a councilor that you will do the best you can to represent your constituency, follow the constitutions of the various agencies, and do your duty to your citizenry. It didn't say I'm going to like my fellow City Councilors, it didn't say that I'm only going to do it when it appeals to me, or that only my opinion matters. It says you're going to do the work of governance and the work of governance is a collective behavior. You are the essential ingredient for the staff. Staff cannot do what you do both legally and operationally. If you don't do those things then your government stalls. It looks like there's some pretty serious stalling going on. If you

ask and demand of your organization that they be efficient then they will be, provided your oversight supports that position. But you have to do it collectively, one person can't do it. Efficiency is produced by maximizing the operational capacity of your equipment and people and those are done in very refined increments. You have to examine best available practice, you have to look at operations in terms of system mapping, it's important but it's laborious. I'm quite confident that you guys are efficient. The other things that I want to tell you is politics is the alternative to violence. If you have irreconcilable opinions such as women's reproductive rights and whether or not that is a choice between a woman and her doctor or if you believe that your religion believes that is murder then those issues are irreconcilable. There's no amount of talking or hand holding that'll resolve that issue. Many countries go to war over issues just like that. Those things cannot be mandated, they just have to be worked through. You can either work through them or say you're right and the gang that I have has more power than you do and we're going to crush you and that's what happens in a lot of countries. You are involved in politics and you should be involved in politics but your staff should not. They should be supporting your ability to work in your political arena. Let's step aside a moment and talk about the Council and its working conditions. You collectively have a maximum of about 200 hours a year of collective time, plus or minus 10%. That's less than 1/8 of a full time equivalent. If you use that 200 hours on issues that are not critical to your community, as defined by you collectively, then in my opinion you are doing a disservice to your oath of office which said I will try my very best. You can't expect to do more than about 20 hours a week which is probably what you do, 20 to 25 hours each week, including meetings, conversations, questions, staff reports, reading material, and your 5 or 6 hours of collective decisions. The way in which you do that is take charge of your agenda. There's nothing that prohibits you to what it is that you're going to work on. There is very little experience in working in a collective environment. We don't get trained that way in this country. We're individuals. This idea of having to work collectively and give and take in a public meeting with tough issues is really hard business. It is the habits that develop that make it efficient for your community. The personal habits have to be set aside if you're going to be able to work efficiently. The most important thing you must agree to is, what are we going to do with our collective 200 hours. Are we going to fritter them away listening to the same person come in here and tell us the same thing that they told us every 3 months about their house or their neighbor or not. Those are choices that staff can't make. Frequently when I work with councilors we've come up with a process on how to schedule their work, and how to define their work versus the staff's work.

Mayor Daoust stated being Mayor for the last 2 ½ years, I've watched this Council and how we operate. I talked to Shane Bemis about comparing Gresham's Council to our Council and how they operate versus how we operate and that's why I called you. Shane highly recommended you because you worked with Gresham's Council. There are some things that I've seen that we could use some help with. One of them is our long meetings and another is we sometimes get stalled on topics that keep repeating. We have a 3 City fire service topic that will be a big discussion point that may take a long time or it need not take that long. We also compiled a list of 18 work session topics that we still need to schedule. That's part of the reason why I wanted to grab you right now because maybe you could help us with those kind of things. We've tried to organize the 18 work sessions

but we haven't decided when we're going to handle which 1 and how. I saw you as maybe a person that could help us with that.

Mike Gleason replied I am happy to help to the extent that I am helpful. One reason that I don't take money anymore is my companies are doing fine and I don't need it. Secondly, I have no interest in trying to convince people to do something. If people want to try to make their governance system work better then I'm all ears and more than happy to pitch in. But by and large, you have to do the work, I don't. There is some research to do in order to do it correctly. We need to go back and look at what you're spending your time on, then give you some feedback without attribution about where your time has been going, work up a list of things that you want to do, and then develop an administrative process that works in conjunction with your staff and your recorder so you can get control of your own agenda. It takes some staff work. You're probably way understaffed on your administrative side and that's pretty typical. If you want to do this I usually go to Portland State University and hire an intern from the graduate school of public administration for you to enter into a contract with and I would help your staff supervise them. Then the intern would do the research and write a report. Or we could have a work session, talk through it, and maybe your staff can pull the pieces together. I've done this with several different Council's and Gresham's was one of the more challenging ones when we first got started. They were going through City Managers like a dose of salt. I don't think they had a Manager for longer than a year for about 5 years. One Council meeting almost broke down in fisticuffs. We spent a lot of time working at it. Frankly now they're one of the best in terms of their meeting conduct, they are choosing what they want to do, and they're focused on how they want their staff to perform their oversight. They made that happen, I didn't, but we just brought them a few tools and they worked on those tools. I'd be happy to help but I have no magic, I've just got 50 years of mistakes that I could share with you.

Councilor Allen stated in the private sector I'm an engineer and as an engineer we commonly work in groups where we bounce ideas off of each other. It helps with creativity, we usually come up with better solutions, and what makes it all work is that we have a common goal. As Councils, we don't always share the same goal. It reminds me more of a football game in which you don't necessarily want to reach the particular goal that's being driven for and that creates some controversy. The best thing you can do in a football game is if there's fair play. I see that fair play is very important.

Mike Gleason replied I agree, if not fair play then a genuine respect for the fact that you represent your constituency and that you're committed to a democratic process. To me that's the fundamental. As a Councilor, whether I agree with you or not, whether I like you outside the meetings or not, I believe in democracy and politics and I believe that I have to deal with the representatives that are elected and that's what I'm supposed to do. To me the metaphor is the chessboards that are played at 3 different levels and you're playing chess but you have 4 to 5 people on the board and each 1 of them have 6 or 7 people behind them and you don't actually get to touch the board. That's what I think being a city councilor is like. You have influence on the move but it is pretty artful how you get the move made. It doesn't matter whether the other chess players even agree with your goal. It is not an easy place to make decisions. The critical element is that you've got to make decisions. It's not enough to talk and feel good or feel bad, you've

got to make some choices. If they don't get made then things will drift. There's nobody sitting by and checking off whether you made a decision or not. A good example is here today. You had a problem presented to you, you didn't ask for this problem, it has something to do with your community, it has something to do with 6 or 7 other governments which you have nothing to do with, you're short on money, you're short on staff, and you don't have all the information. That's democracy. You've got to figure out how as a team. It's remarkable to me that it works.

Councilor Wilson stated if we move forward we should go with PSU. I would hate to get our staff caught in the middle of one of our issues. That way we have someone outside of it that can look at it with a clearer mind.

Mike Gleason replied it's important not to burden staff but you do have to use your own staff to the extent that we have to collect a bunch of data about your meetings and that kind of stuff. I don't want to imply that somehow someone can come in here and make this into kumbaya. It's nice to have Portland State because it's nice to get some young blood in here and get them to learn more about government.

Mayor Daoust asked if we decided to continue the conversation with you, what would be the next step?

Mike Gleason replied I would get ahold of Doug Morgan who is the Dean at PSU and talk with him about it. I haven't talked to him about it at all but I've done this several times and I image he'll be ok with it. Then I would sit down with each Councilor and the PSU intern, we would report back to you what we heard without attribution so you can be as frank as you like. If someone says they think this is stupid and want nothing to do with it then I'd report back that a Councilor felt that this was a waste of time and we should do something different, that's what I mean when I say without attribution. Then we compile what you've indicated you are interested in doing and a couple of ways to approach it. Then you start working on solutions. If you bump up against a problem and it doesn't work, then you stop and assess what you're doing. In Gresham they have an annual work plan that staff develops and presents to Council, the Council adjusts the plan, they assign how many items to put on an agenda, what work sessions will be held, how long they're going to take, and that is very good for the staff because they're not running around trying to figure out what's coming next. Then once a quarter they sit down and determine if they're on track or if they need to change. Then they have categories that they've allocated a percentage of time that they'd like to spend on each category such as legislation, oversight, budget, etc. They have a process to follow to bring something up that's important, that's an emergency, that you want to get on the agenda so you're not locked in but they rarely use it. They recently did a complete assessment, what we call a best available practice analysis, and they liked some things and some things they wanted to change. Typically you'd do that every 2 years to "check your oil" and see if you need to change your filters.

Mayor Daoust asked so you'd work with us for awhile?

Mike Gleason replied yes to the extent that you find it useful.

Councilor Anderson stated we are 2 ½ hours into the meeting.

Mayor Daoust asked does the Council want to continue and go to the next agenda item?

Councilor Ripma stated I wanted to thank Mike, I appreciated and agree with everything you've said. The history was great. Could you send us some of these studies that have been done by PSU so I have some idea of what it is?

Mike Gleason replied I can send you what Gresham does and their process. I want to make it clear that I'm not trying to sell you anything. I'm not even suggesting that you aren't really good at what you do, that's an assessment for you to make. I do know that it's hard for Councilors to understand and do the collective decision making. They're good at talking but it's hard to do the decision making.

Mayor Daoust stated maybe the best thing we can get from you is an example and a scope of work and cost to hire the PSU intern and get that to Craig Ward so we can digest that and decide whether or not to move forward.

7. RESOLUTION: A resolution accepting the recommendations of the Parks Advisory Committee and establishing, naming and funding of Visionary Park.

Per Resolution #2288, the Council wished to carry this agenda item over to the September 8th City Council meeting due to the time.

8. STAFF COMMUNICATIONS

Craig Ward stated this is just a reminder that Monday, September 7th is the Labor Day Holiday and City facilities will be closed.

9. COUNCIL COMMUNICATIONS

Mayor Daoust stated we had a couple of committees that we needed to put people on. The Regional Disaster Preparedness Organization, I think Councilor Allen volunteered to be on that Committee but I don't think we officially put him on that Committee and I would like to do that if it is still ok with you.

Councilor Allen replied yes, thank you.

Mayor Daoust stated the Portland Airport Citizen Advisory Committee is looking for a member. I don't think it's exclusive to Troutdale, it could include Fairview and Wood Village. It could be a citizen that has a keen interest in the Portland Airport. I think we should come up with a name but we don't have to come up with that name tonight. Their next meeting is on October 9th. The only other thing I had is that I've had discussions with Charlie Hales, the Mayor of Portland, on the possibility of the U.S. Post Office distribution center being moved from the Pearl District in downtown Portland out to Troutdale. This is in the early discussions but the Portland Development Commission along with Portland wants to move that great big block wide post office out of the Pearl District and one of the areas they're looking at is the TRIP property just south of FedEx. I've talked to Charlie Hales a little bit but his people are going to talk to our people. Staff

work is probably already started. If we have a Federal Agency move into our valuable industrial property then they don't pay property taxes. I talked to Charlie about that and said there's got to be something in it for Troutdale if we continue this conversation of bringing in a Federal Agency into our valuable industrial land that does not pay property taxes. It's kind of in the shape of the Portland Development Commission cutting a check for whatever compensation we can work out between Portland and Troutdale. This is not a given thing but it's an interesting question.

Councilor Anderson asked will we have an opportunity to vote on that?

Mayor Daoust replied I'm sure. The Port of Portland is involved but they don't want to do anything that the City doesn't want to do so we will have a say. I just wanted to bring it to your attention.

10. ADJOURNMENT

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

Meeting adjourned at 9:51pm.

DRAFT

Doug Daoust, Mayor

Dated: _____

ATTEST:

Sarah Skroch, Deputy City Recorder

CITY OF TROUTDALE
CITY COUNCIL – Regular Meeting
Tuesday, August 25, 2015

PLEASE SIGN IN

Name – Please Print	Address	Phone #
SARA MORRISSEY	1800 NE EUROD DR. PDX	503 440 4066
Norm Thomas	2757 SW Clara Ct	503 467-4320
Phil Ralston - Port of Portland	Hawthorne	503-415-6331
Christine Lewis	501 SE Hawthorne	503-319-1986
Steve Greenwood	2496 Ravensview, P.H.D.	503-725-9097
Christina Casler	501 SE Hawthorne	971-285-7011
John Tydlaska	501 SE Hawthorne	503 9886 277
Paul Cox	825 SE Beaver creek Ln	503 481 9194
PAUL WILCOX	TROUTDALE	
Stiane White		503-888-1405
JANNEY STATIONSON	1820 Hist Ge. Rm. Hwy	503-319-7732

Exhibit A

August 25, 2015 Council Meeting Minutes

Troutdale Citizen of the Year, Youth of the Year, Humanitarian of the Year SummerFest 2015

Our **Citizen of the Year** was ex-City Councilor **Norm Thomas**. Norm's service to the City includes membership in the City Council from 2003 through 2014. His civic involvement dates back to a 1994 stint on the Citizen's Advisory Committee, and it includes service on numerous Committees and Advisory Boards, including the City's Planning Commission, the Mt. Hood Cable Regulatory Commission, the Fire User Board, the Metro Policy Advisory Committee (MPAC), and 8 different sub-Committees formed through the City, League of Oregon Cities, and MHCC. Norm also initiated the 4 Cities Council Get-Togethers, through which the Councils of Troutdale, Fairview, Wood Village and Gresham were exploring collaboration between these East County cities. It would be hard to envision a more worthy recipient than Norm. Congratulations, and thanks!

This year's **Youth of the Year** award went to **Soltsi Hernandez Contreras**, who was nominated by her teacher at Reynolds High School, Teresa Osborne. Soltsi is an accomplished student who also exemplifies the spirit of service to her community. In addition to her Advanced Placement studies at Reynolds High School, she is also enrolled in a course of dentistry studies at the Center for Advanced Learning (CAL). She applies those studies to her work as a volunteer at Gresham Pediatric Dentistry, applying her bi-lingual abilities to help children and their parents navigate the medical system to get adequate care. This is a step toward her goal of providing care to those in need, ideally in a multi-lingual clinic for low-income patients. Soltsi supplements her academic activities through her varsity-level tennis activities, in her active participation as Secretary of the Key Club at Reynolds, and by volunteering at Troutdale Elementary School. In all of these activities, she exerts leadership and she seeks to help and include others. *Congratulations* to Soltsi, who is a worthy recipient of the Youth of the Year award.

In addition to the City's two preceding awards, President **Jon Brown** of the **Troutdale Lions Club** also presented an award to their **Humanitarian of the Year, Jennifer Hoffman**. Jennifer became known to citizens across our area on June 10, 2014, through the tragic loss of her son Emilio to school violence. That experience drove her to found Emilio, Inc., a non-profit organization that honors the memory of her son, while raising awareness of the importance of maintaining mental health and preventing youth violence. She engages with community organizations, government agencies and businesses in an effort to ensure safety and a high quality of life for our children. Jennifer's worthy mission is summarized in her statement that "If I make a difference in just one life, or save just one person, my mission will be completed." Congratulations Jennifer Hoffman, and thank you so much for all you do.

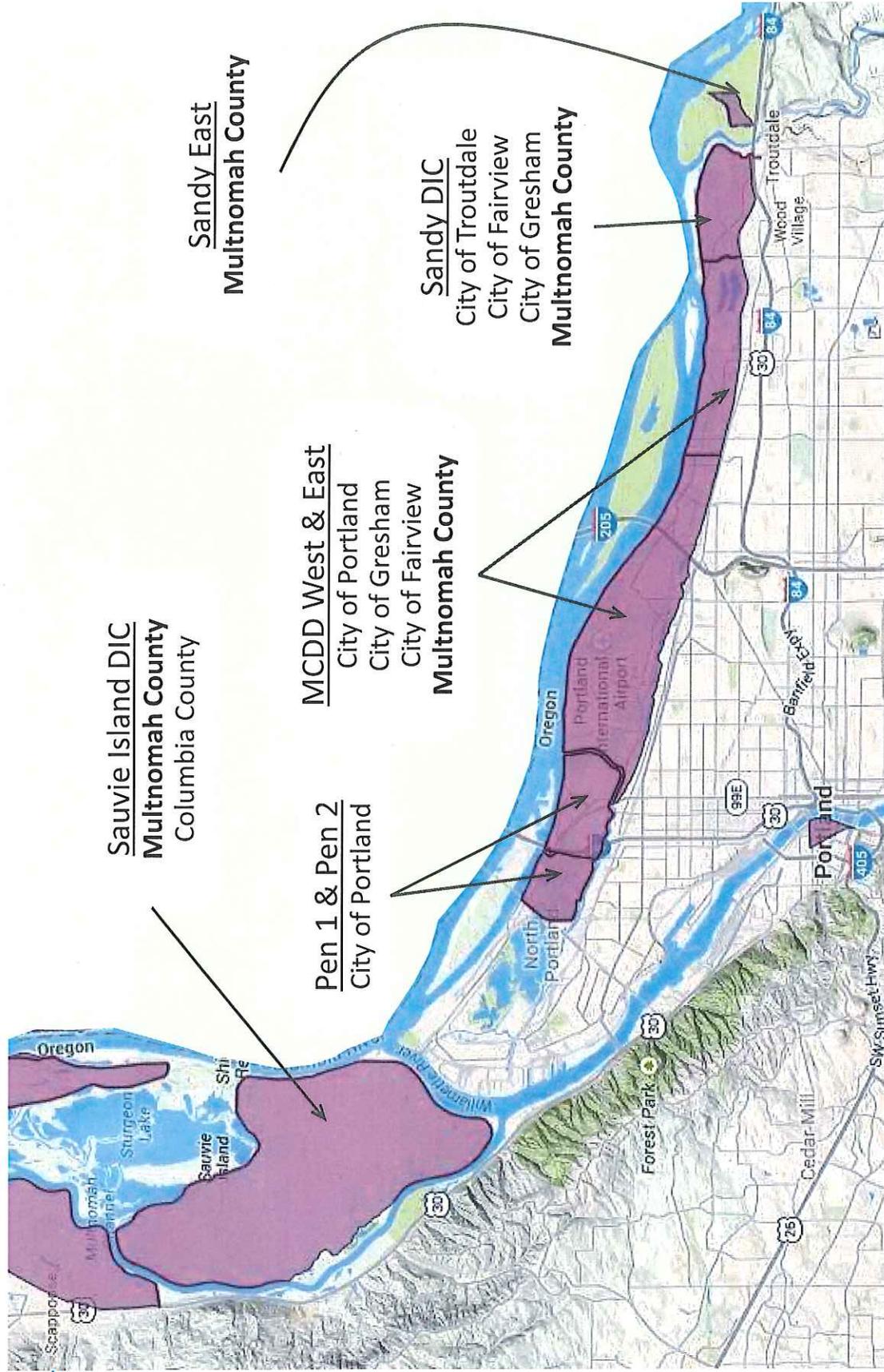


Levee Ready Columbia

Presented by:

*Steve Greenwood, Oregon Solutions
John Tydlaska, Multnomah County*

August 25, 2015



Communities within Multnomah County Levee System

**40% of Port of Portland
facilities**

*12 Million tons of goods move
through facilities*

**\$5.3 billion in assessed
property value**

Across four cities

**Residential
neighborhoods**

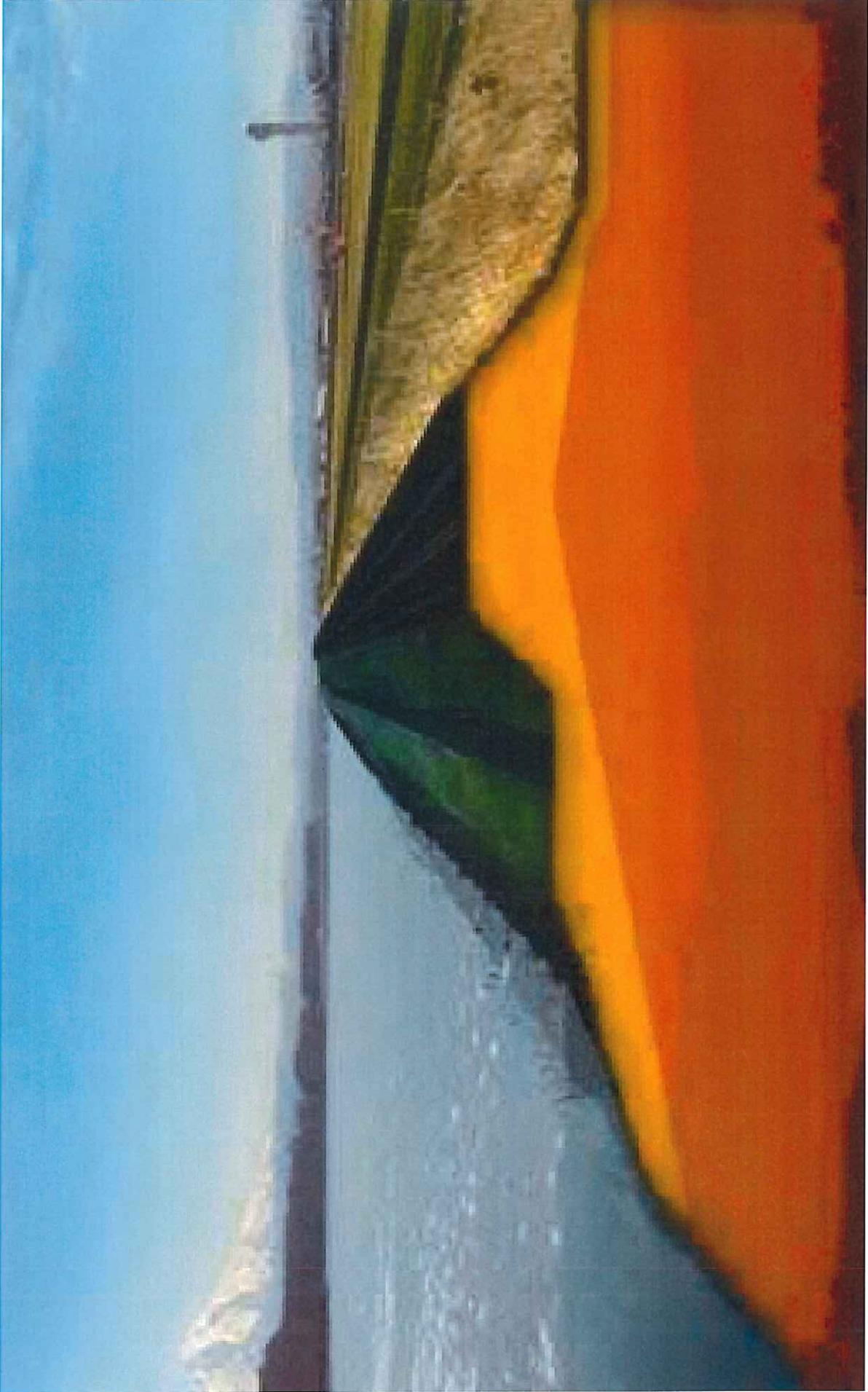
*Thousands of Oregonians flood
safety*

**10% of jobs in
Multnomah County**

*Majority in industrial,
manufacturing, and transport.*

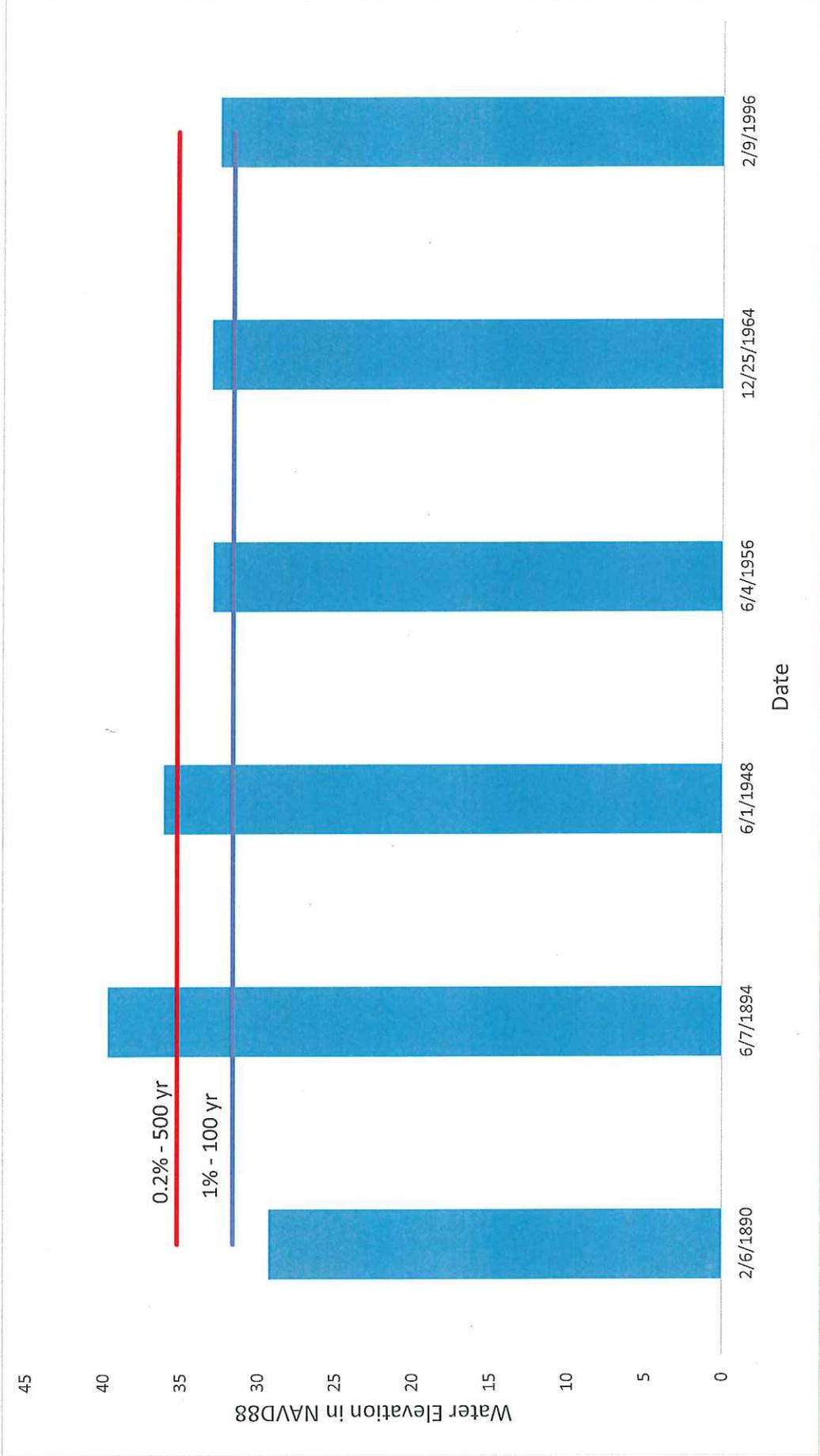
The Levees Protect Regional Assets





Levee Cross-Section along Marine Drive

Are we at risk?



High Water Events at Vancouver Gauge



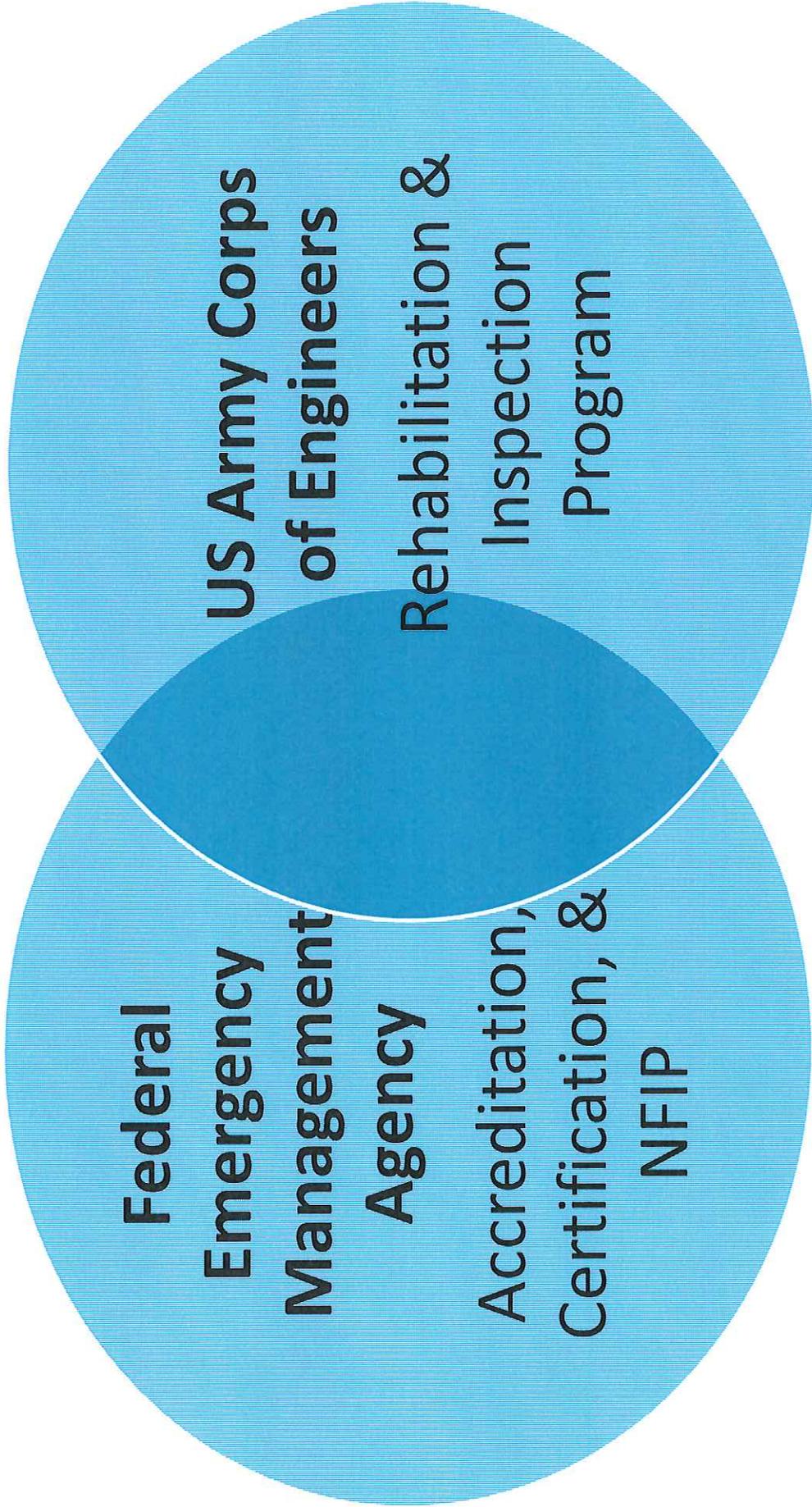
1948 Vanport Flood



1996 High Water Event



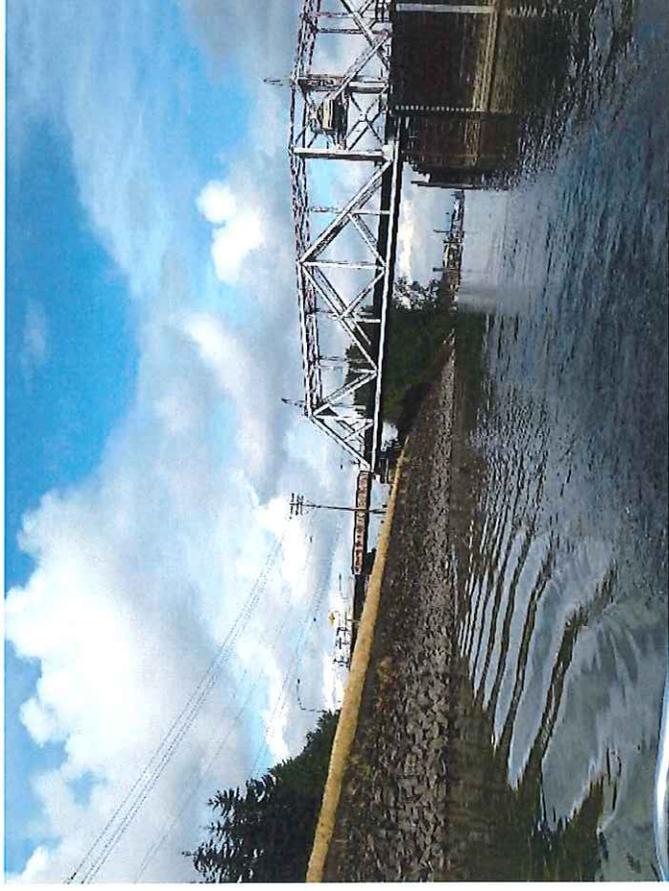
FEMA

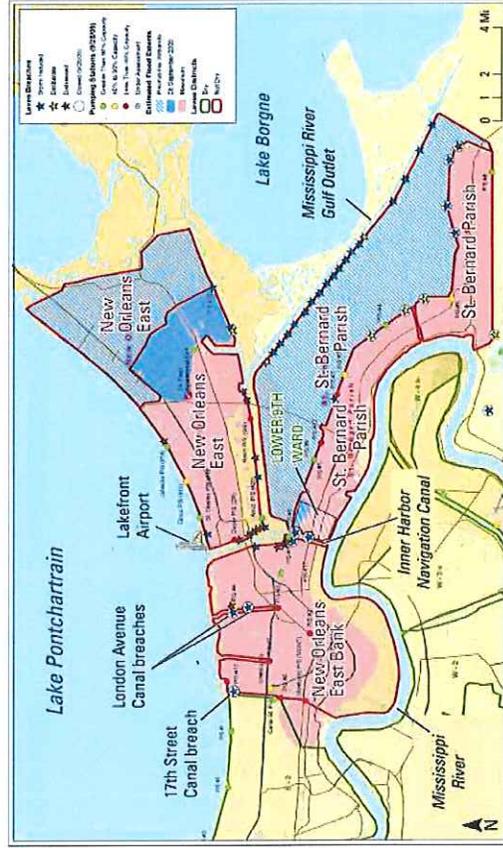
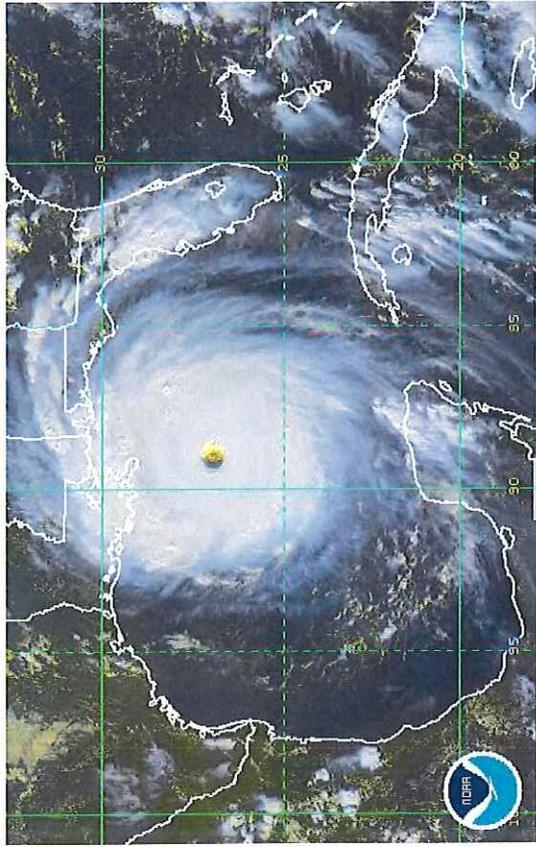


Two Federal Programs



- Accreditation confirms the levees were constructed and are being maintained to protect against flooding.
- Any issues that prevent accreditation pose public safety risks to the people and property protected by the levees.





Collaborative Response



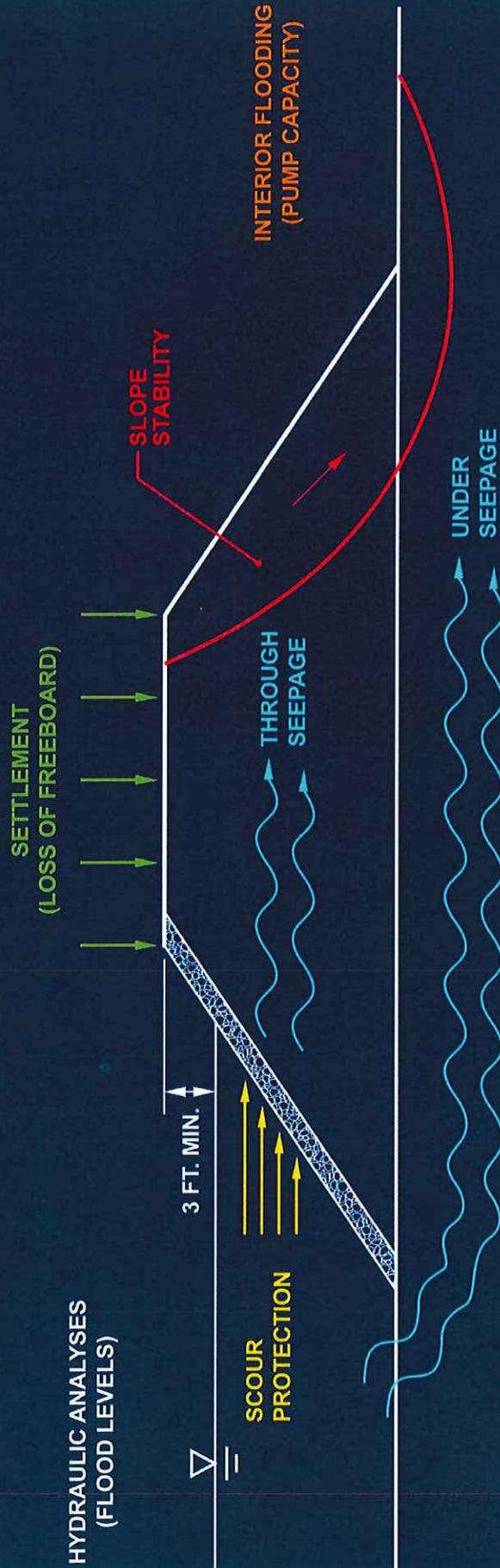
- Governor-designated
 - More than 20 partners
 - Convened by Portland Mayor Charlie Hales and Multnomah County Commissioner Jules Bailey
- Collaboratively funded
- Purpose: Provide level of protection appropriate to the assets in the districts and the costs of repairs or improvements



Project Timeline



44 CFR 65.10 CERTIFICATION REQUIREMENTS

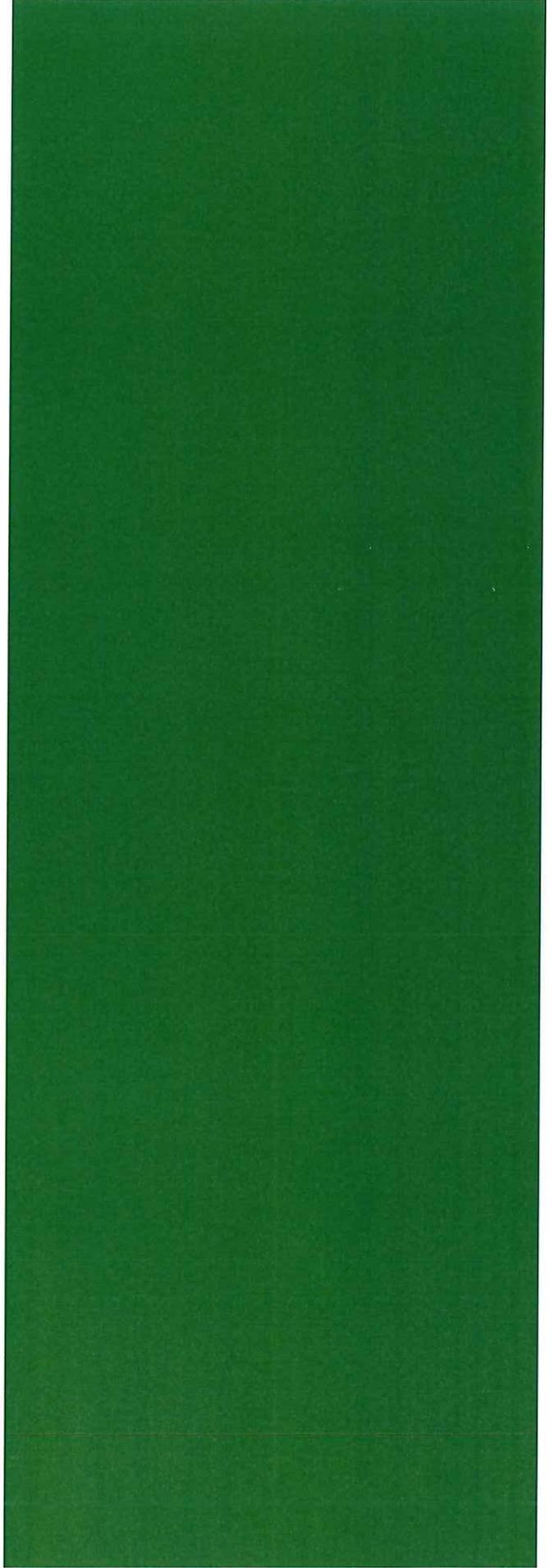


ALSO

- CHECK CLOSURE STRUCTURE DESIGNS
- OPERATION AND MAINTENANCE MANUALS
- ENCROACHMENTS



Questions?





CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: A Resolution Expressing Support for the Gorge Hub Project at Depot Park

<p>MEETING TYPE: City Council Regular Mtg.</p>	<p>MEETING DATE: October 13, 2015</p> <p>STAFF MEMBER: Craig Ward DEPARTMENT: Executive</p>
<p>ACTION REQUIRED Consent Agenda/Motion</p> <p>PUBLIC HEARING No</p>	<p>ADVISORY COMMITTEE/COMMISSION RECOMMENDATION: None Forwarded</p> <p><u>Comments:</u></p>
<p>STAFF RECOMMENDATION: Approve.</p>	
<p>Exhibits: A. March 2015 Troutdale "Community Cycling Hubs" B. Troutdale Bike Hub Draft Siteplan</p>	

Subject / Issue Relates To:

- Council Goals
 Legislative
 Other (describe)

Economic development through enhancing the branding of the City and Gorge by providing bicycle amenities in concert with other Gorge communities.

Issue / Council Decision & Discussion Points:

- ◆ City staff and the West Columbia Gorge Chamber of Commerce are aggressively pursuing development of the Gorge Bike Hub Project at Depot Park.
- ◆ The Chamber and City staff are actively developing grant applications and donations to fund components of the hub to implement the design approach that Oregon Department of Transportation (ODOT), which developed a systematic approach in collaboration with The Dalles, Hood River, Cascade Locks and Wood Village.
- ◆ Once the final design has been completed, additional grant applications are anticipated to fund construction of the Troutdale Hub that the West Columbia Gorge Chamber of Commerce and City will submit. This resolution will facilitate submittal of such grants, which typically require a statement of support from the sponsoring local government.

Reviewed and Approved by City Manager:

BACKGROUND:

The attached material illustrate the preliminary design and provides a preliminary estimate of costs developed in concert with the and compatible with design themes for bike hubs being developed in The Dalles, Hood River, Cascade Locks and Wood Village, as well as wayfinding signage to be installed along the Historic Columbia River Highway (HCRH) by ODOT.

Troutdale's hub would be located within the southwest corner of Depot Park adjacent to the local historic train depot and Union Pacific caboose. Taking advantage of that local history as well as the adjacency to the Historic Highway, the hub would provide a small plaza and railroad- themed shelter adjacent to the caboose, plus bike services including parking racks and equipment designed facilitate repair of bicycles ("Fix-It station"). Consistent with other hub sites, the stone guard rail found along the HCRH would be used as a perimeter and informal seat wall feature. A large stone drinking fountain, similar to those found at HCRH waysides, would be placed under the shelter. Deeper into the site, behind the museum building, portable restrooms and wood picnic tables could be placed on new concrete pads. Also, an improved trail connection would link the whole site with the 40-Mile Loop Trail system to the east. A standard hub sign and an opportunity location for local art would be placed near the highway to be highly visible to travelers from both directions. Amenities will likely include a drinking fountain, signage/maps, shelter, restrooms (initially port-a-potties unless more permanent restrooms can be funded), seating, wayfinding maps, bike racks, a bike "Fix-It station", a cellphone charging station, public art, paving, picnic tables, and a Hub Identifier (sign).

The preliminary design must be developed into engineering drawings and cost estimates must be refined sufficient to solicit construction bids, and marketing plans to take advantage of the Gorge-wide branding effort will be developed.

Three grants and donations have already been benefitted the Troutdale hub - a Waste Management "Think Green Grant", an RTO grant for final design and marketing, and a "Fix It station" from the Portland Wheelmen Touring Club.

The Troutdale Historical Society and the West Columbia Gorge Chamber of Commerce have been informed of and have expressed support for this project, which is designed to be compatible with the existing improvements at Depot Park.

SUMMARY:

The Resolution is non-binding but indicates that the City will support grant applications that promote the development of the Bike Hub design elements.

PROS & CONS:

- A.** Approving the proposed resolution to direct City staff to pursue grant applications and design work to construct the project in roughly the form illustrated in the exhibits, while delegating authority to deviate from the specifics as needed to efficiently accomplish the design approach will facilitate flexible grant writing and efficient design and construction of the project, at the risk of alterations from the design and project costs that could result.

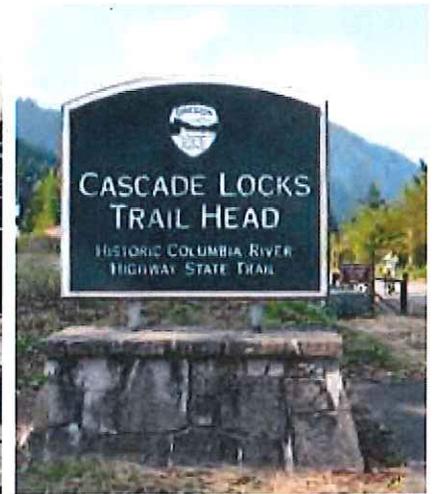
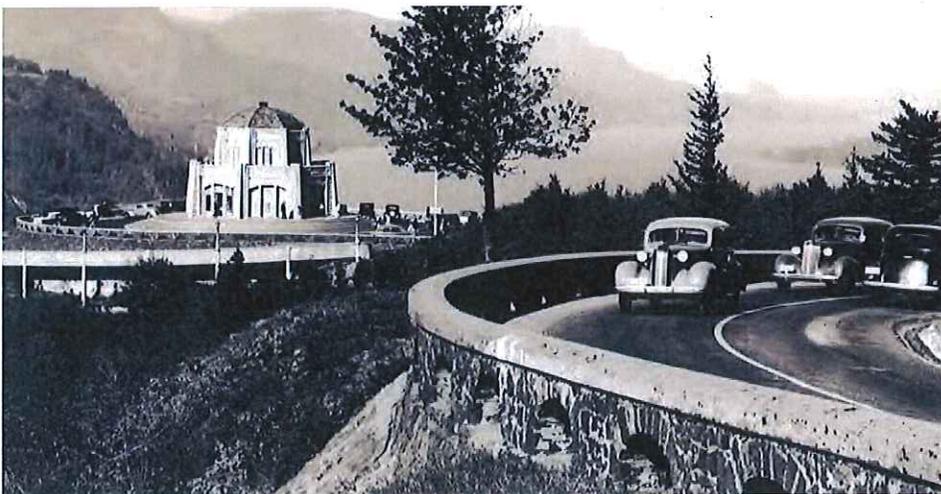
- B. Not approving the proposed resolution and directing the staff to return for City Council direction incrementally as grant application opportunities and project designs mature will delay grant applications, designs, and construction processes but provide the public and City Council with opportunities to review and approve alterations from the rough design.

RECOMMENDATION

Adoption

<p>Current Year Budget Impacts: <input type="checkbox"/> Yes (describe) <input checked="" type="checkbox"/> N/A</p> <p>Future Fiscal Impacts: <input checked="" type="checkbox"/> Yes (describe) <input type="checkbox"/> N/A Staff currently estimates that the preliminary design cost is \$63,264, though grants and donations will diminish the net cost to the City.</p> <p>Community Involvement Process: <input type="checkbox"/> Yes (describe) <input checked="" type="checkbox"/> N/A A public involvement process is being planned, but has not yet occurred.</p>

Troutdale



March 2015



Historic Columbia River Highway
Community Cycling Hubs

Acknowledgements

Gorge Hubs Working Group

Name	Affiliation
Arthur Babitz	Former Mayor of Hood River
Ben Hedstrom	OPRD
Claude Cruz	WCGCC
Craig Ward	City of Troutdale
Daniel Hunter	City of The Dalles
Greg Dirks	City of Wood Village
Holly Howell	Port of Cascade Locks
Karen Schaaf	WCGCC
Kate McBride	Friends of the Gorge and Hood River
Kathy Fitzpatrick	City of Mosier
Kristen Stallman	ODOT
Michele Spatz	MCEDD
Sandra Koike	ODOT
Staj Pace	Travel Oregon
Stan Hinatsu	USFS
Steve Lawrence	Mayor of the Dalles

The Troutdale hub is located right off the Historic Highway, adjacent to Depot City Park and the local Historical Society museum, which includes a historic train caboose. Taking advantage of local history as well as the visibility from the Highway, the hub would provide a small plaza and rail station-inspired wooden shelter next to the caboose, plus bike amenities including bike racks and a fix-it station. Consistent with other hub sites, a decorative stone-faced low wall, similar to ones found along the HCRH, is used around the perimeter and functions as an informal seat wall. A large stone drinking fountain, like those once found at HCRH waysides, would be placed under the shelter. Locally-produced art could also be displayed in the plaza. A standard hub sign would be placed off of the Historic Highway, to be seen by east- and west-bound travelers. Deeper into the site, off of an existing trail, portable restrooms and wood picnic tables could be provided on new concrete pads. Also, trail connections to the north and south of the new hub will provide a future link between the hub site and the 40-Mile Loop Trail system.

Amenities include--

Core amenities (common to all hubs):

- Drinking fountain (new)
- Signage, including informational/wayfinding and hub identifier (new)
- Shelter (new)
- Restrooms (new portables)
- Seating (new)
- Paving (new)
- Wayfinding maps (new)
- Bike Racks (new)
- Bike Fix Station (new)

Additional amenities:

- Picnic tables (existing)
- Art (new)

Historic Columbia River Highway

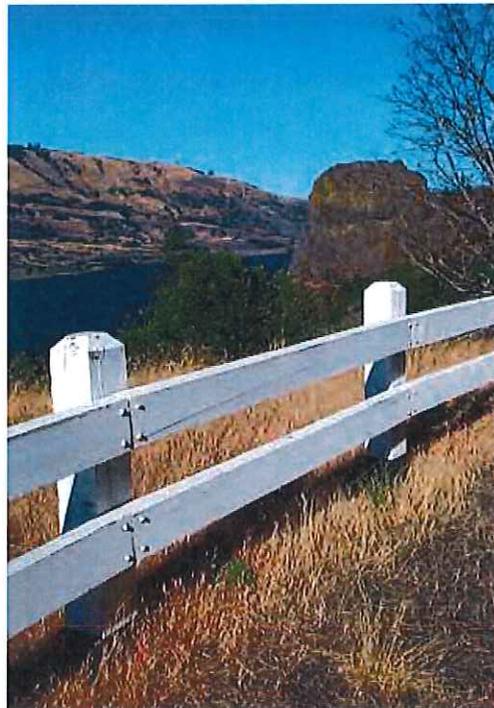
Precedent Imagery



Along the Historic Columbia River Highway (HCRH), a palette of materials and details displays the timeless craftsmanship first established with the highway's construction. This has since become an iconic element of traveling through the gorge. Some of these details, including stone-faced walls, drinking fountains, concrete benches, and white guardrail posts have been



incorporated into the hub design concepts, to provide a sense of connection to the HCRH and continuity along the state trail. In doing so, the user's experience will remain connected to the HCRH and the gorge whether they visit a bike hub in Troutdale, Wood Village, Cascade Locks, Hood River, The Dalles or Mosier.



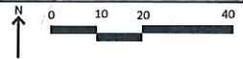
Hub Site Photos





Troutdale Hub

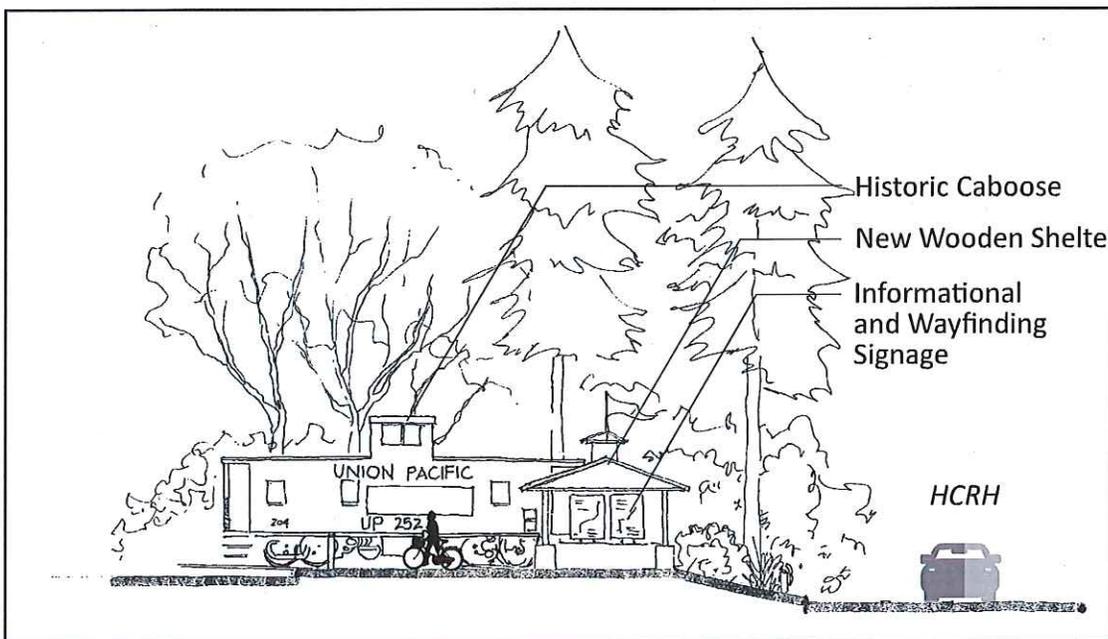
Conceptual Plan



Site Sketches



The proposed Troutdale hub creates a plaza space next to the historic rail caboose belonging to the Troutdale Historical Society. A wooden shelter would anchor the new plaza, and informational and wayfinding signage would be placed on one side. Stone-faced low walls provide seating, and bike services like parking and a fix-it station would complete the space. Signage and locally-provided art would attract cyclists and drivers traveling along the Historic Highway.



Section A-a

Preliminary Opinion of Cost

TROUTDALE HUB

Item	Units	Quantity	Cost Per Unit	Item Total	Notes
Wooden Shelter	SF	300	30 \$	9,000.00	Cost will vary by future design
Paving	SF	1472	\$ 8.00	\$ 11,776.00	
Planting Areas	SF	750	\$ 5.00	\$ 3,750.00	
Decorative Seat Wall	SF	360	\$ 40.00	\$ 14,400.00	Assumes double-sided
Bike Racks	EA	5	\$ 300.00	\$ 1,500.00	
Bike Fix-It Station	EA	1	\$ 500.00	\$ 500.00	
Wayfinding Panel Signs	EA	3	\$ 250.00	\$ 750.00	
Hub Sign	EA	1	\$ 500.00	\$ 500.00	
Sub-Total				\$ 42,176.00	
Concept-level Contingency				\$ 21,088.00	50% assumed
Total				\$ 63,264.00	

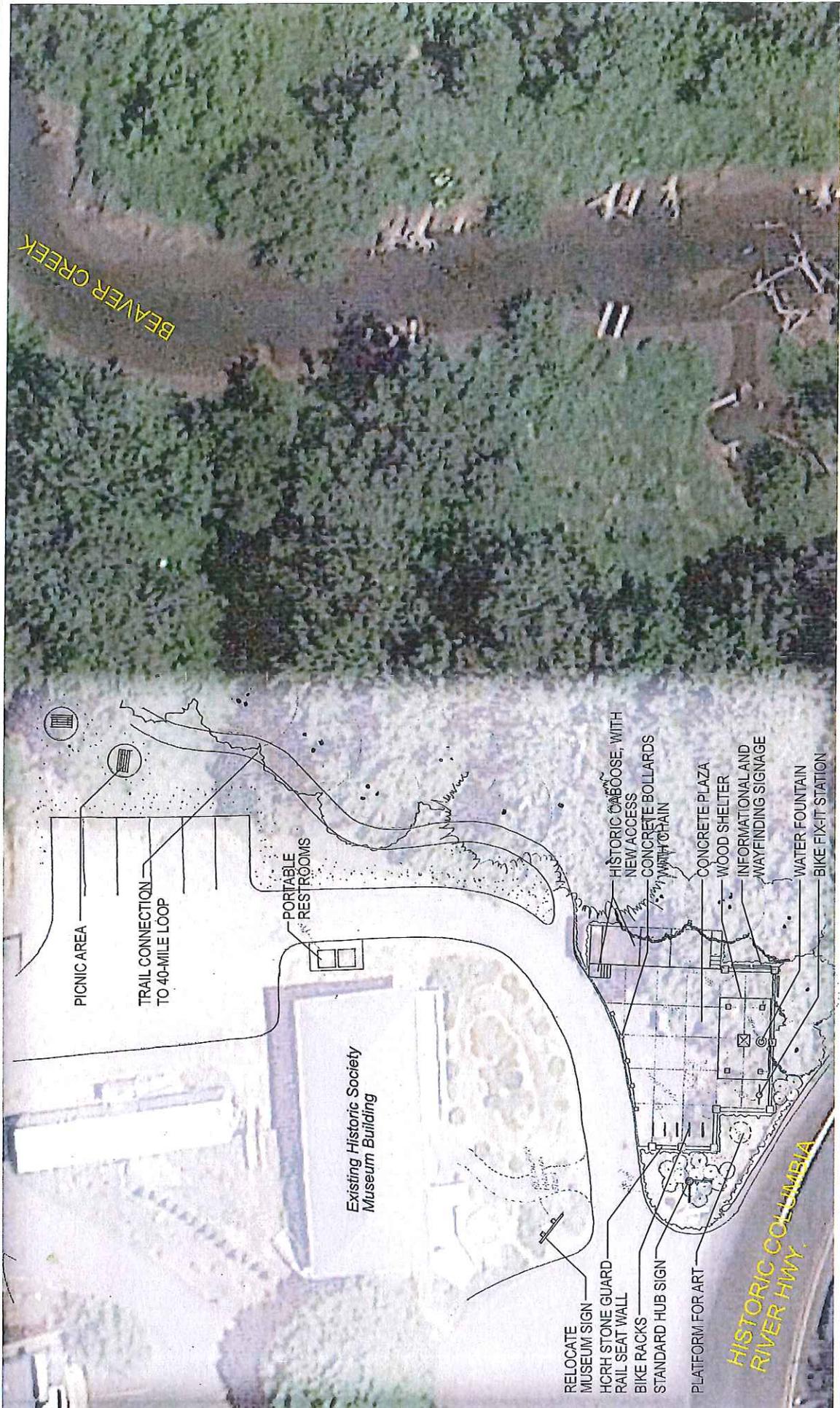
*Unit prices reflect 2015 costs

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Historic Columbia River Highway
Community Cycling Hubs

Exhibit B

10/13/15 Council Mtg. – Item #2.2



SITE ANALYSIS DIAGRAM DEPOT PARK TROUTDALE, OREGON



SCALE 1"=10'
0 10 20
JANUARY 2015

RESOLUTION NO.

A RESOLUTION EXPRESSING SUPPORT FOR THE GORGE HUB PROJECT AT DEPOT PARK

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Gorge Hubs are a series of park facilities which, when completed, will comprise a network of bicycle support structures for recreational and commuter bicyclists.
2. Troutdale staff and the West Columbia Gorge Chamber of Commerce are aggressively pursuing development of the Gorge Hub Bicycle Project at Troutdale's Depot Park.
3. The Chamber and City staff are currently developing grant applications to fund implementation of the design approach in Troutdale, and afterwards will seek additional grants to fund construction of the Hub facilities.
4. The support embodied in this Resolution is directed towards establishing Troutdale's Hub, along with grant funding in support of the Hub.

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

Section 1. The City Council expresses its support of the Columbia Gorge Hub Project and the Troutdale Bike Hub component of the project.

Section 2. Council directs City staff to pursue grant applications and design work to construct the project in approximately the form illustrated in Exhibits A and B to the staff report presented in connection with this Resolution.

YEAS:

NAYS:

ABSTAINED:

Doug Daoust, Mayor

Date

Sarah Skroch, Deputy City Recorder

Adopted:



CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: A Resolution Providing for Current Fiscal Year 2015-2016 Budget Transfers and Appropriation Changes.

MEETING TYPE:
City Council Regular Mtg.

MEETING DATE: October 13, 2015

STAFF MEMBER: Erich Mueller
DEPARTMENT: Finance

ACTION REQUIRED
Resolution

ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:
Not Applicable

PUBLIC HEARING
No

Comments:

STAFF RECOMMENDATION: Adopt the Budget Transfers resolution as proposed.

EXHIBITS: none

Subject / Issue Relates To:

- Council Goals
- Legislative
- Other (describe)

Issue / Council Decision & Discussion Points:

- ◆ Funding will occur by transfer of budgeted contingency appropriations
- ◆ No appropriation increases are proposed, just transfers and reallocations
- ◆ Maintains budget law compliance and avoids repeat audit findings

BACKGROUND:

In the six months since the Budget Committee developed the budget changes have occurred in plans, decisions, events, and circumstances requiring budget transfers for necessary expenditures which were unknown at the time of budget adoption.

Some of the transfers result from City Council direction on several topics/projects since the budget adoption, and from recent Council adoption of labor collective bargaining agreements.

Reviewed and Approved by City Manager:

The resolution provides for transfers of Contingency for the current Fiscal Year 2015-2016, and the total appropriation level is not increased. Appropriation authority is available from budgeted Contingency, as authorized by ORS 294.463(2), which provides for the transfer of Contingency appropriation within a fund when authorized by Council resolution.

GENERAL FUND

Transfers from Contingencies are proposed in this case for several projects and issues:

1. Budget transfers from Contingency of \$43,200 to **the General Government Department**:
 - Professional real estate appraisal services of \$3,500 for NE Harlow Road Riverside Lots, \$2,500 for 484-646 EHCRH lots, and \$15,000 for the condemnation appraisal for the road through the Outlet Mall,
 - \$15,000 for professional consulting services for review of proposed flood plain map revisions,
 - \$4,000 for a recommended legal settlement, and
 - \$3,200 for voting membership in the Regional Disaster Preparedness Organization (RDPO).
2. Budget transfer to the **Parks Department** of \$60,000 to provide for the unanticipated necessary additional expenses associated with the recent Council action creating Visionary Park and the site preparation for public artwork.
3. Budget transfers totaling \$67,915 to provide for the additional necessary expenses resulting from the Council adopted labor collective bargaining agreements (CBA) with the AFSCME, including a City-wide employee the cost of living increase, position reclassifications, and non-competitive job family promotions, and benefits costs, transferring from Contingency; \$4,804 to **Judicial**, \$118 to **Legal**, \$9,596 to **Administration**, \$1,322 to **Community Services**, \$2,289 to **Information Services**, \$7,432 to **Finance**, \$140 to **Police Operations**, \$249 to **Solid Waste/Recycling**, \$17,583 to **Planning**, \$13,620 to **Parks**, and \$13,762 to **Facilities**.
4. A budget transfer loaning \$250,000 to the **Urban Renewal Agency (URA)** to cover expenditures associated with the ongoing brownfield testing and analysis and professional consulting services, as a LOAN, not an expenditure, grant or gift. The General Fund will be REPAID from the URA collection of tax increment in coming fiscal years.

The City has repeatedly loaned funds to URA which have been repaid over time from the collection of the URA tax increment revenue. Further the URA may not collect the tax increment revenue without outstanding debt. While there is some grant money for the ongoing brownfield work, the URA must pay the costs up front, in addition to local match

requirements, and then request reimbursement for cost incurred. Funds are necessary to pay costs in advance of reimbursements.

CODE SPECIALITIES FUND

Budget transfers to provide for the additional necessary expenses resulting from the Council adopted CBA with the AFSCME, including a City-wide employee the cost of living increase, position reclassifications, and non-competitive job family promotions, and benefits costs, transferring from Contingency; \$2,412 to **Building Inspections**, \$1,159 to **Electrical Inspections**, \$1,822 to **Plumbing Inspections**, totaling \$5,393.

WATER, SEWER, STREET, & STORM SEWER FUNDS

Budget transfers to provide for the additional necessary expenses resulting from the Council adopted CBA with the AFSCME, including a City-wide employee the cost of living increase, position reclassifications, and non-competitive job family promotions, and benefits costs, from each respective fund's Contingency to **Personnel Services**; for the **WATER FUND** \$11,856, **SEWER FUND** \$10,092, **STREET FUND** \$4,359, and for the **STORM SEWER FUND** \$3,068.

INTERNAL SERVICES FUND

Budget transfers to provide for the additional necessary expenses resulting from the Council adopted CBA with the AFSCME, including a City-wide employee the cost of living increase, position reclassifications, and non-competitive job family promotions, and benefits costs, transferring from Contingency; \$6,638 to **Equipment Maintenance**, \$6,704 to **Management**.

Additionally a \$5,000 budget transfer from Contingency to **Management** provide for unanticipated and necessary additional expenses associated with the Council direction for an engineering study of a potential 649 EHCRH parking lot.

SUMMARY:

The resolution for approval these transfers from budgeted Contingency from across the detailed funds total \$479,225. The LOAN to the URA of \$250,000, the wages and benefits increases of \$121,025, the Visionary Park preparation of \$60,000, and the various consultant, appraisal and project costs of \$48,200.

PROS & CONS:

- A. Approval of the proposed Budget Transfers will provide funding from Contingency for unanticipated necessary additional expenses associated with recent Council actions, and will maintain compliance with the Local Budget Law requirements.
- B. Not approving the proposed Budget Transfers resolution could create non-compliance with the Local Budget Law, and the Public Employees Collective Bargaining Act, and potentially expose the City to an Unfair Labor Practice charge and penalties.

<p>Current Year Budget Impacts <input checked="" type="checkbox"/> Yes (<i>describe</i>) <input type="checkbox"/> N/A First Year: Makes use of a portion of budgeted Contingency. The budget transfers do <i>not</i> increase total appropriations for FY 2015-16.</p> <p>Future Fiscal Impacts: <input type="checkbox"/> Yes (<i>describe</i>) <input checked="" type="checkbox"/> N/A Future Years: This resolution relates to current year appropriations and has no impact on future year appropriations.</p> <p>Community Involvement Process: <input type="checkbox"/> Yes (<i>describe</i>) <input checked="" type="checkbox"/> N/A</p>

RESOLUTION NO.

A RESOLUTION PROVIDING FOR CURRENT FY 2015-2016 BUDGET TRANSFERS AND APPROPRIATION CHANGES.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The budget for FY 2015-2016 was adopted by the City Council on June 9, 2015 by Resolution No. 2292.
2. Budget transfer to provide for unanticipated and necessary additional expenses for an engineering study of a potential 649 EHCRH parking lot.
3. Budget transfer to provide for unanticipated and necessary additional expenses associated with the voting membership in the Regional Disaster Preparedness Organization (RDPO).
4. Budget transfer to provide for unanticipated and necessary additional expenses professional appraisal services for the NE Harlow Road riverside lots
5. Budget transfer to provide for unanticipated and necessary additional expenses professional appraisal services for the 484-646 EHCRH lots.
6. Budget transfer to provide for unanticipated and necessary additional expenses professional appraisal services for the condemnation appraisal for the road through the Outlet Mall.
7. Budget transfer to provide for unanticipated and necessary additional expenses associated with the Flood Plain Consulting Services.
8. Budget transfer to provide for unanticipated and necessary additional expenses associated with the Visionary Park site preparation.
9. A budget appropriation transfer is necessary to provide for the additional necessary expenses resulting from the adopted labor collective bargaining agreements (CBA) with the AFSCME, including a City-wide employee the cost of living increase, position reclassifications, and non-competitive job family promotions.
10. Budget transfer to provide for unanticipated and necessary additional expenses for legal settlement recommended by the City Attorney.
11. A budget appropriation transfer is necessary to provide a loan to the Urban Renewal Agency for the additional necessary expenses associated with the ongoing brown field testing and analysis and professional consulting services.

14. Appropriation authority is available from budgeted Contingency and that ORS 294.463(2) provides for the transfer of Contingency appropriation and that such transfers may be made within a fund when authorized by official resolution of the governing body.

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

Section 1. The following appropriation adjustments to the Fiscal Year 2015-2016 Budget are required to provide for unexpected needs or to expend certain funds not anticipated at the time the budget was adopted, and are hereby authorized in accordance with ORS 294.463(1) & (2).

Section 2. The 2015-2016 Budget is adjusted within the General Fund by transfer of existing Contingency appropriation totaling \$421,115 which is allocated to departments as follows: \$4,804 Judicial, \$118 Legal, \$43,200 General Government, \$9,596 Administration, \$1,322 Community Services, \$2,289 Information Services, \$7,432 Finance, \$140 Police Operations, \$249 Solid Waste/Recycling, \$17,583 Planning, \$73,620 Parks & Greenways, \$13,762 Facilities, and \$250,000 Transfers to Other Funds.

GENERAL FUND	CURRENT BUDGET	INCREASE / (DECREASE)	REVISED BUDGET
Judicial	112,518	4,804	117,322
Legal	197,788	118	197,906
General Government	445,359	43,200	488,559
Administration	643,093	6,596	649,689
Community Services	127,547	1,322	128,869
Information Services	290,213	2,289	292,502
Finance	557,062	7,432	564,494
Police Operations	3,859,655	140	3,859,795
Solid Waste/Recycling	26,936	249	27,185
Planning	241,445	17,583	259,028
Parks & Greenways	575,346	73,620	648,966
Facilities	394,869	13,762	408,631
Transfers to Other Funds	520,000	250,000	770,000
Contingency	750,000	(421,115)	328,885
All other appropriations	1,955,435	-	1,955,435
Total General Fund Appropriations	10,697,266	-	10,697,266

Section 3. The 2015-2016 Budget is adjusted within the Code Specialties Fund by transfer of existing Contingency appropriation totaling \$5,393 which is allocated to departments as follows: \$2,412 Building Inspections, \$1,159 Electrical Inspections, and \$1,822 Plumbing Inspections.

CODE SPECIALITIES FUND	CURRENT BUDGET	INCEASE / (DECREASE)	REVISED BUDGET
BUILDING INSPECTIONS	206,524	2,412	208,936
ELECTRICAL INSPECTIONS	44,659	1,159	45,818
PLUMBING INSPECTIONS	49,484	1,822	51,306
CONTINGENCY	10,273	(5,393)	4,880
All other appropriations	-	-	-
Total Fund Appropriations	310,940	-	310,940

Section 4. The 2015-2016 Budget is adjusted within the Water Fund by transfer of existing Contingency appropriation totaling \$11,856 which is allocated to Personnel Services budget category.

WATER FUND	CURRENT BUDGET	INCEASE / (DECREASE)	REVISED BUDGET
PERSONNEL SERVICES	402,688	11,856	414,544
CONTINGENCY	150,000	(11,856)	138,144
All other appropriations	1,856,684	-	1,856,684
Total Fund Appropriations	2,409,372	-	2,409,372

Section 5. The 2015-2016 Budget is adjusted within the Sewer Fund by transfer of existing Contingency appropriation totaling \$10,092 which is allocated to Personnel Services budget category.

SEWER FUND	CURRENT BUDGET	INCEASE / (DECREASE)	REVISED BUDGET
PERSONNEL SERVICES	552,483	10,092	562,575
CONTINGENCY	232,500	(10,092)	222,408
All other appropriations	3,734,078	-	3,734,078
Total Fund Appropriations	4,519,061	-	4,519,061

Section 6. The 2015-2016 Budget is adjusted within the Street Fund by transfer of existing Contingency appropriation totaling \$4,359 which is allocated to Personnel Services budget category.

STREET FUND	CURRENT BUDGET	INCEASE / (DECREASE)	REVISED BUDGET
PERSONNEL SERVICES	154,243	4,359	158,602
CONTINGENCY	250,000	(4,359)	245,641
All other appropriations	1,770,331	-	1,770,331
Total Fund Appropriations	2,174,574	-	2,174,574

Section 7. The 2015-2016 Budget is adjusted within the Internal Services Fund by transfer of existing Contingency appropriation totaling \$23,342 which is allocated to departments as follows: \$6,638 Equipment Maintenance, and \$16,704 Public Works Management.

INTERNAL SERVICES FUND	CURRENT BUDGET	INCEASE / (DECREASE)	REVISED BUDGET
EQUIPMENT MAINTENANCE	834,376	6,638	841,014
MANAGEMENT	205,525	16,704	222,229
CONTINGENCY	46,034	(23,342)	22,692
All other appropriations	290,599	-	290,599
Total Fund Appropriations	1,376,534	-	1,376,534

Section 8. The 2015-2016 Budget is adjusted within the Storm Sewer Fund by transfer of existing Contingency appropriation totaling \$3,068 which is allocated to Personnel Services budget category.

STORM SEWER UTILITY FUND	CURRENT BUDGET	INCEASE / (DECREASE)	REVISED BUDGET
PERSONNEL SERVICES	176,290	3,068	179,358
CONTINGENCY	27,744	(3,068)	24,676
All other appropriations	441,778	-	441,778
Total Fund Appropriations	645,812	-	645,812

Section 9. These 2015-2016 Budget transfers shall cause the appropriation by department within the fund to be increased and appropriated. The net effect of such appropriation transfers are zero.

Section 10. The Finance Director is authorized and directed to implement all such actions necessary to ensure budgetary compliance.

Section 11. Upon adoption, this Resolution shall be effective as of July 1, 2015.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date

Sarah Skroch, Deputy City Recorder
Adopted:



CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: A resolution approving an Intergovernmental Agreement between Metro Regional Government and the City of Troutdale for funding the Fiscal Year 2015-16 Metro and Local Government Annual Waste Reduction Program.

MEETING TYPE:
City Council Regular Mtg.

MEETING DATE: October 13, 2015

STAFF MEMBER: Amy Pepper
DEPARTMENT: Public Works

ACTION REQUIRED
Consent Agenda/Resolution

ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:
Not Applicable

PUBLIC HEARING
No

Comments:

STAFF RECOMMENDATION: Approval

EXHIBITS:

A. IGA with Metro for Fiscal Year 2015-16 Annual Waste Reduction Plan

Subject / Issue Relates To:

- Council Goals
- Legislative
- Other (describe)
FY 2015-16 Metro and Troutdale Waste Reduction Plan

Issue / Council Decision & Discussion Points:

◆ (N/A – Consent Agenda item)

Reviewed and Approved by City Manager:

BACKGROUND:

Metro has been designated by the State of Oregon as the agency responsible for meeting recycling level mandates within the Metro region as set forth in the Regional Solid Waste Management Plan. Since 1990, Metro and the City have developed cooperative plans to implement the region’s waste reduction and recycling programs.

The Annual Waste Reduction Work Plan is the primary means by which Metro and local governments plan for waste reduction and recycling programs, projects, and activities. Troutdale’s Annual Work Plan focuses on maintenance of the City’s existing waste reduction and recycling programs only and does not include a Recycle at Work plan (mandatory business recycling). This is the 26th year that the City and Metro have worked on waste reduction and recycling programs, projects and activities. This is the 6th consecutive year that Troutdale has declined to participate in the Recycle at Work program and declined to receive Recycle at Work funding from Metro.

PROS & CONS:

Pros:

- Provides seven thousand five hundred forty-eight dollars (\$7,548.00) in fund for the City’s Solid Waste and Recycling program.
- Allow the City to demonstrate compliance with state law (OAR 340-090-0040 and ORS 459A).
- Declining to participate in the Recycle at Work program avoids a mandate upon businesses to recycle.

Cons

- Declining to participate in the Recycle at Work program results in the City foregoing approximately \$6,108 of grant funding in this fiscal year that would be applied to business recycling technical assistance services.

<p>Current Year Budget Impacts <input checked="" type="checkbox"/> Yes (<i>describe</i>) <input type="checkbox"/> N/A The Solid Waste and Recycling budget for FY2015-16 already anticipated this funding.</p> <p>Future Fiscal Impacts: <input checked="" type="checkbox"/> Yes (<i>describe</i>) <input type="checkbox"/> N/A Grant funding for this program is allocated annually.</p> <p>City Attorney Approved N/A <input type="checkbox"/> Yes</p> <p>Community Involvement Process: <input type="checkbox"/> Yes (<i>describe</i>) <input checked="" type="checkbox"/> N/A</p>
--



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement Scope of Work

Metro Contract No. 933609

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CITY OF TROUTDALE hereinafter referred to as "City", whose address is 219 E Historic Columbia River Hwy, Troutdale, Oregon 97060.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the Fiscal Year 2015-16 Metro and Local Government Annual Waste Reduction Plan.

2. Term. This Agreement shall be effective July 1, 2015, and shall remain in effect through June 30, 2016 unless earlier terminated in conformance with this Agreement. Costs for this project may be incurred from date of last contract signature.

3. Services Provided and Deliverables. City and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work (Attachments A and B).

4. Payment for Services. Metro shall pay City for Annual Waste Reduction services performed and materials delivered in the maximum sum of SEVEN THOUSAND, FIVE HUNDRED FORTY-EIGHT AND NO/100THS DOLLARS (\$7,548.00) in the manner and at the time designated in the Scope of Work.

5. Insurance. City agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. City also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Scope of Work

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, City shall indemnify, defend, and hold Metro and Metro’s agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, City’s performance under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For City:
Office of City Attorney
City of Troutdale
219 E Historic Columbia River Hwy
Troutdale, OR 97060

For Metro:
Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For City:
Amy Pepper
City of Troutdale
342 SW 4th Street
Troutdale, OR 97060
(503) 674-7241

For Metro:
Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1647



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Scope of Work

City may change the above- designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to City.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CITY OF TROUTDALE

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date

Intergovernmental Agreement

Scope of Work

Metro Contract No. 933609

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

- I. Task: Funding for Fiscal Year 2015-16 of the Metro and Local Government Annual Waste Reduction Plan.
 - a) Term: July 1, 2015 to June 30, 2016
 - b) City's responsibilities. City shall:
 1. Provide to Metro a copy of City's Resolution or Ordinance approving this Intergovernmental Agreement including all of its attachments.
 2. Ensure that by June 30, 2016, the activities specified in Attachment A and Attachment B have been completed.
 3. On or before August 1, 2016, submit the following:
 - A) A completed reporting worksheet.
 - B) Demonstrated compliance with OAR 340-090-0040 and the Regional Solid Waste Management Plan.
 - c) Metro Responsibilities. Metro shall:
 1. Provide technical assistance to City as necessary to develop, execute, monitor, and evaluate the project.
 2. Provide assistance to City on promotional and educational activities.
 3. Monitor the general project progress and review as necessary City's accounting records relating to project expenditures.
 - d) Budget and Terms of Payment:
 1. Upon completion of section (b)(1) of this Scope of Work, Metro shall pay City \$7,548.00 in one lump sum. City's billing invoices shall include the Metro contract number, City name, remittance address, invoice date, invoice number, and invoice amount. City's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. City's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of City invoice.
 2. City and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on City's performance in implementing program activities during the term of this contract.

Intergovernmental Agreement

Scope of Work

Attachment B

FISCAL YEAR 2015-16 ANNUAL WASTE REDUCTION PLAN

Jurisdiction: City of Troutdale Contact: Amy Pepper

1. Program Overview Narrative

Provide a narrative overview of programs, services and focus areas for FY 2015-16 and describe your jurisdiction's waste prevention and recycling activities separately. Include participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are **required** as part of the Annual Plan and may be addressed in the narrative portion of your plan or in the tasks table:

- a) Demonstrate compliance with the Regional Service Standard by completing the **Regional Service Standard: Level and Frequency of Service** table for your jurisdiction. Cooperatives should report on behalf of member jurisdictions.
 - o A compliance Certification form was submitted to Metro September 24, 2009.
- b) Implement waste prevention activities for each area of the residential and commercial sector (single-family, multi-family, business, construction & demolition, commercial organics, toxicity reduction).
 - o The City intends to publish articles in the City's newsletter, the Troutdale Champion, related to waste prevention, as indicated in the annual plan below.
- c) Identify and undertake a specific curbside recycling outreach activity for an existing local government program.
 - o The City intends to publish articles in the City's newsletter, the Troutdale Champion, related to waste prevention, as indicated in the annual plan below.
- d) Participate in at least one regional waste reduction planning group.
 - o As indicated in the annual plan below, the City has a representative on the Solid Waste Alternatives Advisory Committee and intends to participate in the monthly Solid Waste Directors meeting, as time allows.
- e) Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).
 - o The City's franchise waste hauler, Waste Management of Oregon, Inc. reports monthly the quantities of recyclable materials collected from Troutdale customers, through Re-TRAC Connect to the City and Metro. The City intends to maintain or improve those levels through effective outreach and educational programs.
- f) Recycle at Work program goals (including compliance with the Business Recycling Requirement). See Section II. A., Elements 1.-11., for the items that must be addressed in the narrative. Please include this narrative section with the Recycle at Work table at the end of this document.

Intergovernmental Agreement

Scope of Work

- After thorough discussion over the course of several meetings, including two public meetings, the Troutdale City Council voted against a proposed ordinance that would have adopted Metro's Business Recycling Requirement (BRR) at its regular Council meeting of September 27, 2011. The Council found that given the economic climate, high percentage of Troutdale businesses already recycling and Council's goal to encourage economic development, it could not support such an ordinance.

2. Budget Information

- a) Provide overall solid waste and recycling budget.
 - The FY 2015-16 Annual Waste Reduction Work Plan allocation for Troutdale is \$7,548.00, which is approximately 28% of the Troutdale Solid Waste/Recycling program budget of \$26,936.00.
- b) Provide overall Recycle at Work budget and percentage of budget supported by Metro Recycle at Work funds. List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government). Not applicable
 - Budget and funding sources
 - Staff (name, title, FTE, funding source, changes over previous FY)

3. Annual Work Plan Task Tables

Complete the **Recycle at Work** outreach plan and narrative. Complete the **Maintenance & Expansion of Existing Programs** tables, separately listing specific waste prevention and recycling activities planned for completion during this fiscal year. Add rows as needed. Complete the **Regional Service Standard** table for your jurisdiction or cooperative members.

As the City of Troutdale has not adopted the Business Recycling Requirements, the **Recycle at Work** outreach plan and narrative is not provided.

Intergovernmental Agreement

Scope of Work

Maintenance & Expansion of Existing Programs

Status Key:

- (O) Ongoing--minor administrative updates and changes only.
- (R) Revised--major program policy or implementation adjustments (provide details).
- (N) New--brand new program, or substantially revised or reconstituted (provide details).

Single-family Residential (Include home composting programs)	
Waste Prevention	Status
Description of Activity: Publish articles related to waste prevention, waste reduction, and recycling.	○
Goals: Publish an article in at least 4 editions of the City newsletter, the Troutdale Champion.	
Strategy and Indicator of Success: Number of articles published.	
Description of Activity: Provide information about waste prevention, waste reduction, and recycling at City events.	○
Goals: Provide information at the City's Earth Day Event in April 2016, if an event is held.	
Strategy and Indicator of Success: Number of participants at Earth Day event.	
Recycling	Status
Required: Curbside recycling outreach activity for an existing program. Description of Activity: Promote composting and rate reduction.	○
Goals: Publish an article one time per year promoting composting and rate reduction in the City newsletter, the Troutdale Champion.	
Strategy and Indicator of Success: Number of articles published.	
Description of Activity: Publish articles related to waste prevention, waste reduction, and recycling.	○
Goals: Publish an article in at least 4 editions of the City newsletter, the Troutdale Champion.	
Strategy and Indicator of Success: Number of articles published.	

Intergovernmental Agreement

Scope of Work

Multi-family Residential	
Waste Prevention	Status
Description of Activity: Publish articles related to waste prevention, waste reduction, and recycling.	○
Goals: Publish an article in at least 4 editions of the City newsletter, the Troutdale Champion.	
Strategy and Indicator of Success: Number of articles published.	
Recycling	Status
Description of Activity: Participate in plan review process for multi-family residential units.	○
Goals: Ensure that 100% of facilities provide for recycling.	
Strategy and Indicator of Success: Number of facilities proposed that provide for recycling.	

Construction & Demolition	
Waste Prevention	Status
Description of Activity: Encourage recycling and reuse of construction materials.	○
Goals: Make recycling and reuse information readily available.	
Strategy and Indicator of Success: Include information about recycling and reuse in the conditions of Public Works permits.	
Recycling	Status
Description of Activity: Encourage recycling and reuse of construction materials.	○
Goals: Make recycling and reuse information readily available.	
Strategy and Indicator of Success: Provide Metro toolkit at the Building Permit Counter.	

Intergovernmental Agreement

Scope of Work

Toxicity Reduction	
Waste Prevention	Status
Description of Activity: Provide information about alternatives to using hazardous chemicals to the public.	○
Goals: Publish at least one article per year in the City newsletter, the Troutdale Champion.	
Strategy and Indicator of Success: Number of articles published.	
Recycling	Status
Description of Activity: Encourage safe and proper disposal of hazardous materials.	○
Goals: Support Metro's Hazardous Waste Collection Events held in or near Troutdale.	
Strategy and Indicator of Success:	
Description of Activity: Encourage safe, convenient, and proper disposal of used or unwanted medications.	○
Goals: Operate a Drug Take Back collection depot at the Troutdale Community Police Station.	
Strategy and Indicator of Success: Amount of material collected.	
Other	
Required Elements (may be addressed here or in narrative portion of the plan)	Status
1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table.	○
2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).	○
3. Participate in at least one regional waste reduction planning group. (please provide details): Participate on Solid Waste Alternatives Advisory Committee and attend Solid Waste Director's monthly meeting as time allows.	○
Recycling	Status
Description of Activity: Hold Annual Spring Cleanup event for yard debris and other bulky materials.	○
Goals: Provide annual opportunity for residents to dispose of bulky waste.	
Strategy and Indicator of Success: Number of participants.	



Intergovernmental Agreement

Scope of Work

600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Regional Service Standard: Level and Frequency of Service

- ✓ Check here if there have been **NO CHANGES** to any elements in your jurisdiction (and in jurisdictions that are members of your cooperative). **If there are no changes, the table below may be left blank.**

RESOLUTION NO.

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO REGIONAL GOVERNMENT AND THE CITY OF TROUTDALE FOR FUNDING THE FISCAL YEAR 2015-16 METRO AND LOCAL GOVERNMENT ANNUAL WASTE REDUCTION PLAN.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Metro has been designated by the State of Oregon as the agency responsible for meeting recycling level mandates within the Metro region; and
2. Metro has adopted a regional Solid Waste Management Plan for the Metro Region that requires each local jurisdiction to prepare and implement an Annual Waste Reduction Plan, while Metro provides each jurisdiction with funding for their program; and
3. The City of Troutdale's Annual Waste Reduction Plan has been approved by Metro.

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

Section 1. The City of Troutdale hereby approves the Fiscal Year 2015-16 Waste Reduction Work Plan (attached as Exhibit "A" to the staff report).

Section 2. The Mayor is authorized to sign the IGA on behalf of the City of Troutdale

Section 3. This resolution is effective immediately upon adoption.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date

Sarah Skroch, Deputy City Recorder
Adopted:

BACKGROUND:

The Port of Portland, in collaboration with Troutdale and other State and regional partners, has commenced construction of a major transportation improvement project in Troutdale, specifically improving NW Graham Road to commercial/industrial standards, appurtenant to the regionally significant Troutdale Reynolds Industrial Park subdivision and brownfield redevelopment project. The planned road improvements necessitate the construction of slopes along the roadway and space for improved utility systems and streetscape improvements along the road, some of which will require easements from the abutting properties.

Construction of the Graham Road streetscape improvements requires a Temporary Construction Easement from the City to the Port on the frontage of the City-owned property at 463 NW Graham Road and 1820 NW Graham Road.

The Port of Portland completed all of the required surveying and document preparation for this easement with guidance, review and oversight by City staff.

A portion of the subject property was granted to the City through the United States federal government surplus property program, and the federal government retains certain oversight rights and obligations concerning the usage of the property. A condition of that grant is that the City must obtain the federal government's consent, through the Department of Health and Human Services, before encumbering the property (e.g. granting an easement). City staff have obtained that consent, documented in the Consent Instrument attached to this resolution. Completion of the Consent Instrument requires the written acceptance of the City.

The proposed resolution will concurrently approve the easement grant and accept the HHS consent instrument.

PROS & CONS:

Pros:

- Provides an easement necessary to complete and maintain the NW Graham Road street improvements and associated utility systems.

Cons

- None

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

RESOLUTION NO.

A RESOLUTION GRANTING A TEMPORARY CONSTRUCTION EASEMENT ABUTTING NW GRAHAM ROAD TO THE PORT OF PORTLAND AND ACCEPTING A CONSENT INSTRUMENT FROM THE FEDERAL DEPARTMENT OF HEALTH AND HUMAN SERVICES

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Port of Portland is constructing improvements to NW Graham Road in partnership with the City of Troutdale.
2. The City of Troutdale owns the real property identified by State ID # 1N3E24C-00104 by means of a federal surplus property grant.
3. The City of Troutdale owns the real property identified by State ID # 1N3E24C-01900.
2. A temporary construction easement from the City of Troutdale to the Port of Portland on the above referenced property is necessary to complete the improvements.
3. The Port has requested that the City grant this easement, and has prepared the necessary easement documents.
4. The federal Department of Health and Human Services has provided a Consent Instrument approving the City's granting of the easement.

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

Section 1. The City of Troutdale grants a Temporary Construction Easement to the Port of Portland, included herewith as Attachment A.

Section 2. The City of Troutdale accepts the Department of Health and Human Services Consent Instrument, included herewith as Attachment B.

Section 3. This resolution is effective upon adoption.

**YEAS:
NAYS:
ABSTAINED:**

Doug Daoust, Mayor

Date

Sarah Skroch, Deputy City Recorder

Adopted:

Please return to:

Port of Portland
Box 3529
Portland, OR 97208
Attn: Nicole Miranda

RE: I-84 Troutdale Interchange Project
Tax Lots #1N3E24C 00104 and 1N3E24C 01900

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made by and between the City of Troutdale ("Grantor"), and the Port of Portland, a Port district of the State of Oregon ("Grantee"). Grantor and Grantee are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

RECITALS

A. Grantor is the fee simple owner of certain real property, described in the attached **Exhibit A** ("Grantor's Property").

B. Grantee desires to improve Northwest Graham Road in Troutdale, Oregon, which improvements may include without limitation, the improvement of driveways and road slope, sidewalks, utilities, stormwater conveyance and treatment facilities and street lighting (the "Project").

C. Grantee wishes to acquire a temporary construction easement over a portion of Grantor's Property as necessary to accommodate Project construction.

D. This Easement shall be subject to the terms and conditions of that certain Quitclaim Deed dated May 9, 2012, between the United States of America and the City of Troutdale.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Recitals. The Parties acknowledge that the foregoing Recitals are true and correct.
2. Temporary Construction Easement. Grantor does hereby grant and convey to Grantee, its successors and assigns, a temporary and exclusive construction easement on and over Grantor's Property in the location shown and more particularly depicted on the attached **Exhibit B** ("Easement Area").
3. Use of Easement Area. Subject to the terms and conditions of this Easement, Grantee will have full and free use of the Easement Area for the sole purpose of completing Project construction which may include without limitation, improvements to driveways and Graham road slope specification. The term of this Easement shall commence ten (10) days following the date on which Grantee provides to Grantor written notice of its intent to commence

construction necessitating its use of the Easement Area ("Commencement Date"). Grantee and/or its agents or contractors may at any after the Commencement Date enter upon the Easement Area for the uses described in this Easement. From and after the Commencement Date until completion of construction, Grantee will erect and maintain barriers to enclose, secure and protect the Easement Area.

4. Consideration. Consideration for this Easement shall be deemed to be the mutual benefits of completion of the construction contemplated hereunder.

5. Term. The Easement will begin on the Commencement Date, subject to change, and will terminate on the earlier of Grantee's completion of construction indicated in a written notice thereof from Grantee to Grantor, or that date which is thirty-six (36) months after the Commencement Date.

6. Liens. Grantee will use its best efforts to ensure that no mechanics, materialmen or other liens are filed against Grantor's Property as a result of the exercise of Grantee's rights under the Easement, and Grantee will cause any such mechanics, materialmen or other liens to be promptly released or Grantee shall provide Grantor with a performance bond to guarantee release of the lien.

7. Compliance with Laws. Grantee will comply with all applicable Federal, State, municipal and local laws, and the rules, orders, regulations and requirements in regard to its use of the Easement Area granted under this Agreement, including all appropriate environmental rules, regulations, standards or laws required for the Project. Grantee's use and occupation of the Easement Area and Grantee's exercise of the privileges granted by this Agreement will be subject to such rules and regulations providing for the safety and security of Grantor's Property as the Grantor may from time to time prescribe and publish.

8. Grantee's Indemnity. To the extent permitted by Oregon law, specifically the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300), Grantee will indemnify and hold Grantor, its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against any and all claims, demands, causes of action, suits, costs, and expenses (including attorney's fees and expenses and court costs) and damages to person or property to the extent such damage arises out of the exercise of, or relating to Grantee's rights under this Easement, or any other act or omission of Grantee to the extent of Grantee's negligence or willful misconduct. Grantee will be financially responsible to Grantor for damage caused by the negligence or willful misconduct of Grantee and its employees, agents, or contractors.

9. Activities on Grantor's Property. Grantee's use of the Easement Area will not interfere, as reasonably determined by the Grantor, with the operations or functions of the Grantor's Property.

10. Insurance. Grantee must maintain at least TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) in comprehensive general liability, auto liability, contractors pollution liability and employer's liability insurance policies to cover claims arising from the contractor's operations that cause damage to the person or property of third persons. Each contractor shall also obtain and maintain workers' compensation insurance in the amounts required by applicable laws. The failure to comply with the terms and conditions of this paragraph will not diminish or otherwise affect the property interest herein conveyed; provided, however, that at the option of

Grantor, Grantee's activities must immediately cease and desist until such time as the evidence required under this section is delivered to Grantor.

11. Termination for Breach. The Grantor reserves the right to terminate the Easement in whole or in part if there is a breach of this Agreement by Grantee which remains uncured following Grantor's delivery to Grantee of a thirty (30) day written notice of its intent to terminate. The termination shall be effective upon the expiration of such thirty (30) day notice provided that Grantee's breach then remains uncured.

12. Dispute Costs. In the event that either Party be required to bring any action to enforce any of the provisions of this Agreement, or be required to defend any action brought by the other Party with respect to this Agreement, each Party will be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

13. Notices: Notices to the Parties shall be delivered by Federal Express or United Parcel Service overnight express delivery to each Party at the following addresses or to such other address as a Party may designate by written notice to the other Party:

To Grantor: City of Troutdale Public Works
342 SW 4th Street
Troutdale, OR 97060

To Grantee: The Port of Portland
Business Development & Properties
7200 NE Airport Way
Portland, OR 97218
Attn: Legal Department

14. Severability. If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, then the remainder of the Agreement or the application of such term, covenant or condition to any other person or circumstance will not be affected thereby, and each such term, covenant and condition will be valid and enforceable to the fullest extent permitted by law.

15. Governing Law. This Agreement will be governed by the laws of the State of Oregon.

16. Authority. Execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of the Parties hereto.

17. Amendments and Waivers. No amendment or modification of this Agreement or any provisions hereof will be effective unless reduced to writing and such document is signed by duly authorized representatives of each of the Parties. No waiver of any right or obligation hereunder, will be effective unless reduced to writing and signed by a duly authorized representative of the Parties subject to such right or obligation.

18. Time. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

IN WITNESS WHEREOF the Parties hereunto have executed this document as of the date last written below.

CITY OF TROUTDALE

THE PORT OF PORTLAND

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Date: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT OF PORTLAND:

By: _____
Counsel for The Port of Portland

NOTARY ACKNOWLEDGEMENTS

State of Oregon)
) ss.
County of Multnomah)

This instrument was acknowledged before me on _____, 2015, by _____ as the _____ of the CITY OF TROUTDALE, a municipal corporation.

WITNESS my hand and official seal.

Notary Public for the State of _____
My commission expires: _____

State of Oregon)
) ss.
County of Multnomah)

This instrument was acknowledged before me on _____, 2015, by _____ as the _____ of THE PORT OF PORTLAND, a port district of the State of Oregon.

WITNESS my hand and official seal.

Notary Public for the State of _____
My commission expires: _____

EXHIBIT A

SLOPE EASEMENT

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON LYING WITHIN THAT PROPERTY DESCRIBED IN DEED TO THE CITY OF TROUTDALE, RECORDED DECEMBER 14, 2012 IN DOCUMENT No. 2012-162947, MULTNOMAH COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID CITY OF TROUTDALE PROPERTY ON THE NORTH RIGHT OF WAY LINE OF NW GRAHAM ROAD; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, NORTH 89°44'37" EAST, 69.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE, DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00°15'23" WEST, 2.00 FEET; THENCE NORTH 89°44'37" EAST, 83.21 FEET; THENCE SOUTH 00°15'23" EAST, 2.00 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°44'37" WEST, 83.21 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 166 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON PARTITION PLAT No. 2012-46, MULTNOMAH COUNTY PLAT RECORDS.

PARCEL 1 TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON LYING WITHIN THAT PROPERTY DESCRIBED IN DEED TO THE CITY OF TROUTDALE, RECORDED DECEMBER 14, 2012 IN DOCUMENT No. 2012-162947, MULTNOMAH COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID CITY OF TROUTDALE PROPERTY ON THE NORTH RIGHT OF WAY LINE OF NW GRAHAM ROAD; THENCE, ALONG THE WEST LINE OF SAID CITY OF TROUTDALE PROPERTY, NORTH 00°14'57" WEST, 11.05 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 46°00'27" EAST, 43.40 FEET; THENCE SOUTH 71°22'34" EAST, 40.17 FEET; THENCE SOUTH 00°15'23" EAST, 28.06 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE, ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°44'37" WEST, 69.36 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2,130 SQUARE FEET MORE OR LESS.

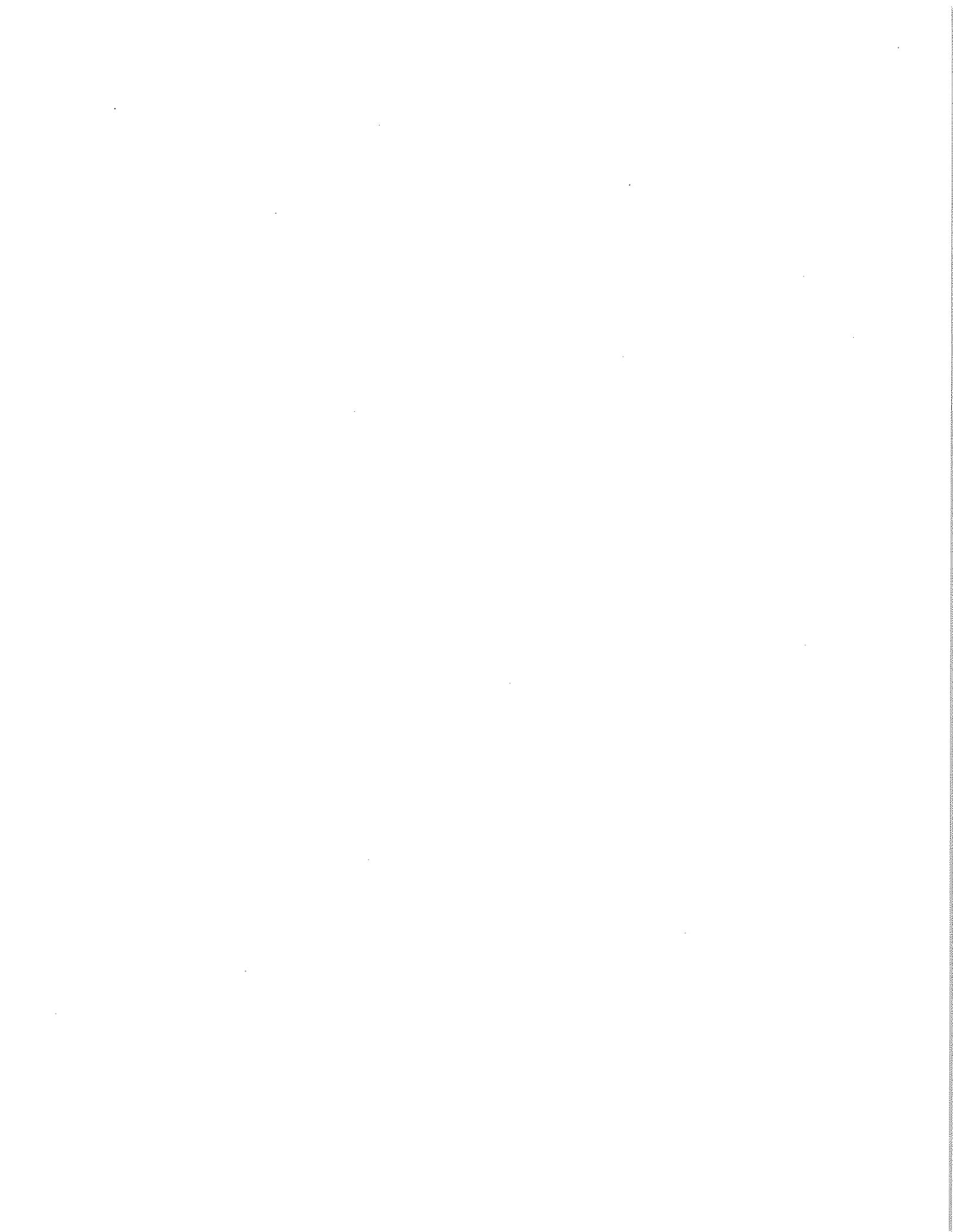
THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON PARTITION PLAT No. 2012-46, MULTNOMAH COUNTY PLAT RECORDS.

PARCEL 2 TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON LYING WITHIN THAT PROPERTY DESCRIBED IN DEED TO THE CITY OF TROUTDALE, RECORDED MARCH 29, 2000 IN DOCUMENT No. 2000-043577, MULTNOMAH COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID CITY OF TROUTDALE PROPERTY ON THE EAST RIGHT OF WAY LINE OF NW GRAHAM ROAD; THENCE, ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°14'08" WEST, 15.06 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°14'08" WEST, 42.66 FEET; THENCE, DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 66°17'26" EAST, 3.97 FEET; THENCE SOUTH 19°05'38" EAST, 37.34 FEET; THENCE SOUTH 60°12'58" WEST, 18.06 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 409 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON PARTITION PLAT No. 2012-46, MULTNOMAH COUNTY PLAT RECORDS.



Contract Number 10-OR-2316

CONSENT INSTRUMENT

WHEREAS, the UNITED STATES OF AMERICA, acting by and through the Secretary of Health and Human Services ("Grantor") by Quitclaim Deed dated the 9th day of May, 2012, conveyed certain real property, more particularly described therein and situated in the County of Multnomah, State of Oregon, to the City of Troutdale ("Grantee"), for the purposes specified in Grantee's application dated January 26, 2011, and amended on March 17, 2011, and April 8, 2011; and

WHEREAS, the said deed dated the 9th day of May, 2012, recorded as Document Number 2012-066630 ("Deed"), in the Multnomah County Official Records on May 31, 2012, re-recorded as Document Number 2012-162947 on December 14, 2015, contains certain conditions and restrictions including a prohibition against the sale, lease, mortgage, encumbrance or other disposal of any portion of the property thereby conveyed or any interest therein without the consent of the Grantor; and

WHEREAS, the Grantee has requested authorization to grant a Temporary Construction Easement to the Port of Portland, Oregon, for the purpose of improving the ingress-egress driveways and the road slope in conjunction with roadway improvement of Northwest Graham Road and said temporary easement will not interfere with the purpose for which the property was conveyed to Grantee; and

WHEREAS, notice of the proposed action to be taken has been given to the United States General Services Administration in accordance with the provisions of 40 U.S.C. § 550, as amended, and it has not interposed objection thereto;

NOW, THEREFORE, in consideration of the premises, the observance and performance by the Grantee of the covenants and conditions hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor, acting by and through the Secretary of Health and Human Services, by his duly designated officers and employees of the U.S. Department of Health and Human Services, under and pursuant to the Authority contained in 40 U.S.C. § 550, does hereby grant its consent to the execution by the Grantee of an easement to the said Port of Portland, its successors and assigns, for access to the real property described and shown on Exhibit "A" attached hereto and made part hereof.

The consent granted hereby is subject to the following conditions:

- (1) that use of the access will not unduly interfere with the uses for which the aforesaid real property was transferred to the Grantee; and

- (2) that this consent shall not be deemed a waiver or relinquishment of any of the conditions, restrictions, reservations, rights or remedies provided for in the said deed hereinabove referred to insofar as those conditions, restrictions, reservations, rights and remedies relate to those portions of the property in which the access is not located;
- (3) that the said easement be terminated upon completion of construction but no later than thirty-six (36) months after the easement commencement date.

IN WITNESS WHEREOF, the United States of America, acting by and through the Secretary, Department of Health and Human Services, has caused this instrument to be executed on this 3rd day of September 2015.

UNITED STATES OF AMERICA
Acting by and through the Secretary
of Health and Human Services

By: *Theresa Ritta*
Theresa M. Ritta, Program Manager
Real Property Management Services
Program Support Center

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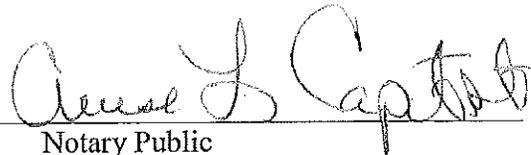
ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

On this 3rd day of September, 2015, before me the undersigned officer, personally appeared Theresa M. Ritta, known to me to be the Program Manager, Real Property Management Services, Program Support Center, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that she subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)



Notary Public

My commission expires 2/08/2016

ANISE L. CAPOTOSTO
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 8, 2016

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EXHIBIT A

SLOPE EASEMENT

A TRACT OF LAND SITUATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, MULTNOMAH COUNTY, OREGON LYING WITHIN THAT PROPERTY DESCRIBED IN DEED TO THE CITY OF TROUTDALE, RECORDED DECEMBER 14, 2012 IN DOCUMENT No. 2012-162947, MULTNOMAH COUNTY DEED RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON PARTITION PLAT No. 2012-46, MULTNOMAH COUNTY PLAT RECORDS.

PARCEL 1 TEMPORARY CONSTRUCTION EASEMENT

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THE TRUE POINT OF BEGINNING, CONTAINING 2,130 SQUARE FEET MORE OR LESS.

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PARCEL 2 TEMPORARY CONSTRUCTION EASEMENT

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CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: A Resolution to Acquire Certain Personal Property and Settle Certain Litigation

MEETING TYPE:
City Council Regular Mtg.

MEETING DATE: October 13, 2015

STAFF MEMBER: Ed Trompke
DEPARTMENT: Legal

ACTION REQUIRED
Consent Agenda/Resolution

ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:
Not Applicable

PUBLIC HEARING
No

Comments:

STAFF RECOMMENDATION: Approve.

Exhibits: None.

Subject / Issue Relates To:

- Council Goals
 Legislative
 Other (describe)

Resolves contested matter with efficiency for city and other parties.

Issue / Council Decision & Discussion Points:

- ◆ The circuit court has preliminarily ruled that the moving party in the above-referenced case is entitled to return of personal property currently in city's custody.
- ◆ The moving party has offered that in lieu of returning the property at a future date, the city may purchase the property for \$3,950.00, and this appears to be an equitable determination of value.
- ◆ Acquisition of the property is in the public interest.

Reviewed and Approved by City Manager:

BACKGROUND:

Both the moving party and the city have presented their written and oral arguments in this case. At the present time, the court has determined that the city may further brief its case, but also that the court will most likely order the property returned to the moving party.

SUMMARY:

This settlement embodied in this resolution allows the parties to agree on an outcome of this case, and save both parties further litigation expenses.

PROS & CONS:

- A. Approving the resolution terminates the case.
- B. The expense embodied in the resolution further impacts the contingency fund.

RECOMMENDATION:

Staff recommends adoption of the resolution.

<p>Current Year Budget Impacts: <input checked="" type="checkbox"/> Yes (describe) <input type="checkbox"/> N/A The resolution uses contingency funds, but does not require a supplemental budget process.</p> <p>Future Fiscal Impacts: <input type="checkbox"/> Yes (describe) <input checked="" type="checkbox"/> N/A</p> <p>Community Involvement Process: <input type="checkbox"/> Yes (describe) <input checked="" type="checkbox"/> N/A</p>
--

RESOLUTION NO.

A RESOLUTION TO ACQUIRE CERTAIN PERSONAL PROPERTY AND SETTLE CERTAIN LITIGATION.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The city is involved in litigation in which the moving party has requested return of certain personal property currently in city custody.
2. The circuit court has preliminarily ruled that it will issue an order returning this property to the moving party.
3. Both the moving party and the city have agreed that the city may acquire the property for its fair value today, and that this will terminate the circuit court case.

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

Section 1. The City Manager will acquire items sought by the moving party in Multnomah County Circuit Court Case No. 15 CV 21520 by application of \$3,950.00 from the contingency fund.

Section 2. This Resolution shall be effective upon adoption.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date

Sarah Skroch, Deputy City Recorder
Adopted:



CITY OF TROUTDALE



STAFF REPORT

SUBJECT / ISSUE: An ordinance creating Chapter 3.07 of the Troutdale Municipal Code to phase in a motor vehicle fuel tax over three years and to premise the same on voter approval.

MEETING TYPE:
City Council Regular Mtg.

MEETING DATE: October 13, 2015

STAFF MEMBER: Ed Trompke
DEPARTMENT: Legal

ACTION REQUIRED
Ordinance - Adoption

ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:
Not Applicable

PUBLIC HEARING
Yes

Comments: None.

STAFF RECOMMENDATION: Consider public testimony and conduct second reading.

EXHIBITS: None

Subject / Issue Relates To:

- Council Goals Legislative Other:

Issue / Council Decision & Discussion Points:

- ◆ Shall Council create a framework for a possible motor vehicle fuels tax?

BACKGROUND:

On July 14, 2015, Council approved written text of a ballot title to submit to the voters. Afterwards, the city elections official filed the measure with Multnomah County, which prepares the measure for consideration by the voters on November 3, 2015.

SUMMARY:

If voters pass the fuel tax measure, the city would collect and monitor tax payments. To accomplish that the city requires an administrative program. This ordinance creates a registration system, under which merchants register as fuel sellers, and track fuel sales. The city may contract with the Oregon Department of Transportation for collecting revenue on the city's behalf.

Reviewed and Approved by City Manager:

By creating the program now, motorists, voters, and interested parties may further understand how the program will operate. Moreover, if the measure is approved, city staff members believe that advance information within this ordinance about "how the program works" will increase the public's opportunities to learn about the program.

Under state law, this ordinance cannot and will not take effect unless the voters approve the fuels tax measure at the November 3rd election.

<p>Current Year Budget Impacts <input type="checkbox"/> Yes (<i>describe</i>) <input checked="" type="checkbox"/> N/A</p> <p>Future Fiscal Impacts: <input checked="" type="checkbox"/> Yes (<i>describe</i>) A voter-approved fuels tax will raise revenue for the city's street maintenance program. <input type="checkbox"/> N/A</p> <p>Community Involvement Process: <input checked="" type="checkbox"/> Yes (<i>describe</i>) Members of the public may comment on this ordinance. Moreover, under state law there must be an election of the people to authorize the tax embodied in this ordinance. <input type="checkbox"/> N/A</p>

ORDINANCE NO.

AN ORDINANCE CREATING CHAPTER 3.07 OF THE TROUTDALE MUNICIPAL CODE TO PHASE IN A MOTOR VEHICLE FUEL TAX OVER THREE YEARS AND TO PREMISE THE SAME ON VOTER APPROVAL.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Oregon law provides that cities such as Troutdale may impose a tax on sales of motor vehicle fuels to raise revenue to construct, repair, and maintain roadways which, over time, degrade and fall into disrepair through use for travel by the motoring public.
2. On July 14, 2015, The City Council for the City of Troutdale found that revenues from existing sources are inadequate to maintain the City's street system.
3. At its July 14, 2015, public meeting, the City Council devised, and afterwards ratified, a ballot measure putting the question of a motor vehicle tax to the voters at the November 3, 2015 general election (the "Election").
4. The Council wishes to prepare an administrative program for a motor vehicle fuel tax before the Election, to further inform interested parties.
5. This Ordinance only takes effect if the voters approve the motor vehicle fuel tax measure at the November 3, 2015 special election. If the voters reject the measure, this Ordinance will be automatically repealed.

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

Section 1. Troutdale Municipal Code is amended by adding Chapter 3.07, to read as follows:

3.07.010 Short Title

This chapter shall be known as the "Motor Vehicle Fuel Tax Ordinance."

3.07.020 Definitions

As used in this chapter, unless the context requires otherwise:

"City" means City of Troutdale and any person, agency, or other entity authorized by the City to act as its agent related to administration of the motor vehicle fuel tax ordinance or collection of the motor vehicle fuel tax.

“Dealer” means any person who:

- A. Supplies or imports motor vehicle fuel for sale, use, or distribution in, and after the same reaches the City, but “dealer” does not include any person who imports into the City motor vehicle fuel in quantities of five hundred (500) gallons or less purchased from a supplier who is permitted as a dealer hereunder and who assumes liability for the payment of the applicable motor vehicle fuel tax to the City;
- B. Produces, refines, manufactures, or compounds motor vehicle fuels in the City for use, distribution, or sale in the City; or
- C. Acquires in the City for sale, use, or distribution in the City motor vehicle fuels with respect to which there has been no motor vehicle fuel tax previously incurred.

“Distributor” means, in addition to its ordinary meaning, the deliverer of motor vehicle fuel by a dealer to any service station or into any tank, storage facility, or series of tanks or storage facilities connected by pipelines, from which motor vehicle fuel is withdrawn directly for sale or for delivery into the fuel tanks or motor vehicles whether or not the service station, tank, or storage facility is owned, operated, or controlled by the dealer.

“Motor vehicle” means all vehicles, engines or machines, moveable or immovable, operated or propelled by the use of motor vehicle fuel.

“Motor vehicle fuel” means and includes gasoline, diesel, and any other flammable or combustible gas or liquid, by whatever name that gasoline, gas, or liquid is known or sold, usable as fuel for the operation of motor vehicles. Propane fuel and motor vehicle fuel used exclusively as a structural heating source are excluded as a taxable motor vehicle fuel.

“Motor vehicle fuelhandler” means any person who acquires or handles motor vehicle fuel within the City through a storage tank facility with storage tank capacity that exceeds five hundred (500) gallons of motor vehicle fuel.

“Person” includes every natural person, association, firm, partnership, or corporation.

“Service station” means and includes any place operated for the purpose of retailing and delivering motor vehicle fuel into the fuel tanks of motor vehicles.

3.07.030 Tax imposed

As of 12:01 AM on January 1, 2016, motor vehicle fuel tax is imposed on every dealer operating within the corporate limits of Troutdale. The City of Troutdale motor vehicle fuel tax imposed shall be paid monthly to the City.

- A. A person who is not a permitted dealer or permitted motor vehicle fuelhandler shall not accept or receive motor vehicle fuel in this City from a person who supplies or imports motor vehicle fuel who does not hold a valid motor vehicle fuel dealers permit in this City. If a person is not a permitted dealer or permitted motor vehicle fuelhandler in this City and accepts or receives motor vehicle fuel, the purchaser or receiver shall be responsible for all taxes, interests and penalties prescribed herein.
- B. A permitted dealer or fuelhandler who accepts or receives motor vehicle fuel from a person who does not hold a valid dealer or fuelhandler permit in this City, shall pay the tax imposed by this chapter to the City, upon the sale, use, or distribution of the motor vehicle fuel.

3.07.040 Amount and payment

- A. Subject to subsections B through D of this section, by law, every dealer engaging in his or her own name, or in the name of others, or in the name of his or her representatives or agents in the City, in the sale, use, or distribution of motor vehicle fuel, shall:
 - 1. Not later than the 25th day of each calendar month, render a statement to the City, of all motor vehicle fuel sold, used, or distributed by him or her in the City as well as all such fuel sold, used, or distributed in the City by a purchaser thereof upon which sale, use, or distribution the dealer has assumed liability for the applicable motor vehicle fuel tax during the preceding calendar month; and
 - 2. Pay a motor vehicle fuel tax, computed on the basis specified in subsection C of this section, of such motor vehicle fuel so sold, used, or distributed as shown by such statement in the manner and within the time provided in this chapter.
- B. In lieu of claiming refund of the tax as provided in Section 3.07.200, or of any prior erroneous payment of motor vehicle fuel tax made to the City by the dealer, the dealer may show such motor vehicle fuel as a credit or deduction on the monthly statement and payment of tax.
- C. The amount of tax under subsection A(2) of this section is determined by the date such motor vehicle fuel is sold, used, or distributed by the person responsible for paying the tax. The date of such sale, use, or distribution shall be recorded in the statements that persons must file under this chapter, and the amount of tax will be calculated and owed as follows:
 - 1. The tax on motor vehicle fuel sold, used, or distributed from January 1, 2016, to December 31, 2016 is \$0.01 cents per gallon of fuel;

2. The tax on motor vehicle fuel sold, used, or distributed from January 1, 2017, to December 31, 2017 is \$0.02 cents per gallon of fuel; and
 3. The tax on motor vehicle fuel sold, used, or distributed on or after January 1, 2018 is \$0.03 cents per gallon of fuel.
- D. The motor vehicle fuel tax shall not be imposed wherever it is prohibited by the Constitution or laws of the United States or of the State of Oregon.

3.07.050 Permit required

After January 30, 2015, no dealer or fuel handler, shall sell, use, or distribute any motor vehicle fuel until he or she has secured a dealer or fuelhandler permit as required herein.

3.07.060 Permit application and issuance

- A. Every person, before becoming a dealer or fuel handler in motor vehicle fuel in this City, shall make an application to the City or its duly authorized agent, for a permit authorizing such person to engage in business as a dealer or fuelhandler.
- B. Applications for the permit must be made on forms prescribed; prepared, and furnished by the City.
- C. Each application must include a certificate, signed by the applicant, that contains the following information:
 1. The business name under which the dealer or fuelhandler is transacting business;
 2. The place of business and location of distributing stations in the City and in areas adjacent to the City limits in the State of Oregon;
 3. The name and address of the managing agent, the names and addresses of the several persons constituting the firm or partnership, and, if a corporation, the corporate name under which it is authorized to transact business and the names and addresses of its principal officers and registered agent, as well as primary transport carrier.
- D. An application for a motor vehicle fuel dealer or fuelhandler permit having been accepted for filing, the City shall issue to the dealer or fuelhandler a permit in such form as the City may prescribe to transact business in the City. The permit so issued is not assignable, and is valid only for the dealer or fuel handler in whose name issued.
- E. The City Recorder's office shall keep on file a copy of all applications and/or permits.

- F. The City will not charge a fee for seeking and obtaining the permit required by this section.

3.07.070 Failure to secure permit

- A. After January 30, 2016, if any dealer sells, distributes, or uses any motor vehicle fuel without first filing the certificate and securing the permit required by Section 3.07.060, the motor vehicle fuel tax shall immediately be due and payable on account of all motor vehicle fuel sold, distributed, or used on or after January 1, 2016.
- B. The City shall proceed forthwith to determine, from the best available sources, the amount of such tax, and it shall assess the tax in the amount found due, together with a penalty of two hundred percent (200%) of the tax, and shall make its certificate of such assessment and penalty, determined by City Manager or designee. In any suit or proceeding to collect such tax or penalty or both, the certificate is prima facie evidence that the dealer therein named is indebted to the City in the amount of the tax and penalty therein stated.
- C. Any fuelhandler who sells, handles, stores, distributes, or uses any motor vehicle fuel without first filing the certificate and securing the permit required by Section 3.07.060, shall be assessed a penalty of two hundred fifty dollars (\$250.00) unless modified by Subsection 3.07.270.A in the City Manager's determination. In any suit or proceeding to collect such penalty, the certificate is prima facie evidence that the fuelhandler therein named is indebted to the City in the amount of the penalty therein stated.
- D. Any tax or penalty so assessed may be collected in the manner prescribed in section 3.07.110 with reference to delinquency in payment of the tax, or by court action.

3.07.080 Revocation of permit

The City shall revoke the permit of any dealer or fuelhandler refusing or neglecting to comply with any provision of this chapter. The City shall mail by certified mail addressed to such dealer or fuelhandler at his or her last known address appearing on the files, a notice of intention to cancel. The notice shall give the reason for the cancellation. The cancellation shall become effective without further notice if within ten (10) days from the mailing of the notice the dealer or fuelhandler has not cured or remedied its default or delinquency.

3.07.090 Cancellation of permit

- A. The City may, upon written request of a dealer or fuelhandler, cancel any permit issued to such dealer or fuelhandler, the cancellation to become effective thirty (30) days from the date of receipt of the written request.
- B. If the City ascertains and finds that the person to whom a permit has been issued is no longer engaged in the business of a dealer or fuelhandler, the City may cancel the permit of such dealer or fuelhandler upon investigation after thirty (30) days' notice has been mailed to the most recent mailing address of the dealer or fuel handler furnished to the City by the dealer or fuelhandler.

3.07.100 Remedies cumulative

Except as otherwise provided in Sections 3.07.110 and 3.07.130, the remedies provided in Sections 3.07.070, 3.07.080, and 3.07.090 are cumulative. No action taken pursuant to those sections shall relieve any person from the penalty provisions of this chapter.

3.07.110 Payment of tax and delinquency

- A. The motor vehicle fuel tax imposed by Sections 3.07.030 and 3.07.040 shall be paid on or before the 25th day of each month to the City which, upon request, shall receipt the dealer, or fuelhandler therefor.
- B. Except as provided in subsection D of this section, to any motor vehicle fuel tax not paid as required by subsection A of this section, there shall be added a penalty of one percent (1%) of such motor vehicle fuel tax.
- C. Except as provided in subsection D of this section, if the tax and penalty required by subsection B of this section are not received on, or before the close of business on the last day of the month in which the payment is due, a further penalty of ten percent (10%) shall be paid in addition to the penalty provided for in subsection B of this section.
- D. If the City determines that the delinquency was due to reasonable cause and without any intent to avoid payment, the penalties provided by subsections B and C of this section may be waived. Penalties imposed by this section shall not apply when the penalty provided in Section 3.07.070 has been assessed and paid.
- E. If any person fails to pay the motor vehicle fuel tax, or any penalty provided for by this chapter, the amount thereof shall be collected from such person for the use of the City. The City shall commence and prosecute to final determination in any court of competent jurisdiction an action to collect the same.
- F. If the City institutes any suit or action to collect the motor vehicle fuel tax, or any penalty provided for by this chapter, the City may recover from the person sued reasonable attorney's fees at trial, or upon appeal of such suit, or action, in addition to all other sums provided by law.

- G. The city has a cause of action to collect any tax or penalty unpaid pursuant this chapter. The city may collect any tax or penalty in one or more demands, actions, or suits. The City may collect any such sum in any procedure or form of action available to it, including but not limited to the action embodied in this paragraph, actions for collecting amounts due, including due under agreements, or as a penalty in an ordinance violation proceeding.
- H. No dealer who collects from any person the tax provided for herein, shall knowingly or intentionally fail to report and pay the same to the City, as required herein.

3.07.120 Monthly statement of dealer and fuelhandler

Unless modified by Subsection 3.07.270.B, every dealer and fuelhandler in motor vehicle fuel shall render to the City, on or before the 25th day of each month, on forms prescribed, prepared, and furnished by the City, a signed statement of the number of gallons of motor vehicle fuel sold, distributed, used, or stored by him or her during the preceding calendar month. The statement shall be signed by the permit holder. All statements as required in this section are public records.

3.07.130 Failure to file monthly statement

If any dealer, or fuelhandler fails to file the report required by Section 3.07.120, the City shall proceed forthwith to determine from the best available sources the amount of motor vehicle fuel sold, distributed, used, or stored by such dealer or fuelhandler for the period unreported, and such determination shall be prima facie evidence of the amount of such fuel sold, distributed, used, or stored. The City immediately shall assess the motor vehicle fuel tax in the amount so determined, as pertaining to the reportable dealer, adding thereto a penalty of ten percent (10%) for failure to report. Fuelhandlers failing to file a monthly statement of motor vehicle fuel shall be assessed a penalty of fifty dollars (\$50.00). The penalty shall be cumulative to other penalties provided in this chapter. In any suit brought to enforce the rights of the City under this section, any such determination showing the amount of tax, penalties, and costs unpaid by any dealer, or fuelhandler and that the same are due and unpaid to the City is prima facie evidence of the facts as shown.

3.07.140 Billing purchasers

Bills shall be rendered to all purchasers of motor vehicle fuel by dealers in motor vehicle fuel. The bills shall separately state and describe to the satisfaction of the City the different products shipped thereunder and shall be serially numbered except where other sales invoice controls acceptable to the City are maintained. The bills required hereunder may be the same as those required under ORS 319.210.

3.07.150 Failure to provide invoice or delivery tag

No person shall receive and accept any shipment of motor vehicle fuel from any dealer, or pay for the same, or sell, or offer the shipment for sale, unless the shipment is accompanied by an invoice or delivery tag showing the date upon which shipment was delivered and the name of the dealer in motor vehicle fuel.

3.07.160 Transportation motor vehicle fuel in bulk

Every person operating any conveyance for the purpose of hauling, transporting, or delivering motor vehicle fuel in bulk shall, before entering upon the public streets of the City with such conveyance, have and possess during the entire time of such hauling or transporting of motor vehicle fuel, an invoice, bill of sale, or other written statement showing the number of gallons, the true name and address of the seller or consignor, and the true name and address of the buyer or consignee of the same. The person hauling such motor vehicle fuel shall at the request of any officer authorized by the City to inquire into, or investigate such matters, produce and offer for inspection the invoice, bill of sale, or other statement.

3.07.170 Exemption of export fuel

- A. The license tax imposed by Sections 3.07.030 and 3.07.040 shall not be imposed on motor vehicle fuel that is:
 - 1. Exported from the City by a dealer; or
 - 2. Sold by a dealer in individual quantities of five hundred (500) gallons, or less for export by the purchaser to an area, or areas outside the City in containers other than the fuel tank of a motor vehicle, but every dealer shall be required to report such exports and sales to the City in such detail as may be required.
- B. In support of any exemption from motor vehicle fuel taxes claimed under this section other than in the case of stock transfers, or deliveries in a person's own equipment, every dealer must execute and file with the City an export certificate in such form as shall be prescribed, prepared, and furnished by the City, containing a statement, made by some person having actual knowledge of the fact of such exportation, that the motor vehicle fuel has been exported from the City, and giving such details with reference to such shipment as may be required. The City may demand of any dealer such additional data as is deemed necessary in support of any such certificate, and failure to supply such data will constitute a waiver of all right to exemption claimed by virtue of such certificate. The City may, in a case where it believes no useful purpose would be served by filing of an export certificate, waive the certificate.
- C. Any motor vehicle fuel carried from the City in the fuel tank of a motor vehicle shall not be considered as exported from the City.

- D. No person shall, through false statement, trick, or device, or otherwise, obtain motor vehicle fuel for export as to which the City motor vehicle fuel tax has not been paid and fail to export the same, or any portion thereof, or cause the motor vehicle fuel or any portion thereof not to be exported, or divert, or cause to be diverted the motor vehicle fuel or any portion thereof to be used, distributed, or sold in the City, and fail to notify the City and the dealer from whom the motor vehicle fuel was originally purchased of his or her act.
- E. No dealer or other person shall conspire with any person to withhold from export, or divert from export, or to return motor vehicle fuel to the City for sale or use, so as to avoid any of the fees imposed herein.
- F. In support of any exemption from taxes on account of sales of motor vehicle fuel in individual quantities of five hundred (500) gallons or less for export by the purchaser, the dealer shall retain in his or her files for at least three (3) years an export certificate executed by the purchaser in such form and containing such information as is prescribed by the City. This certificate shall be prima facie evidence of the exportation of the motor vehicle fuel to which it applies only if accepted by the dealer in good faith.

3.07.180 Sales to armed forces exempted

The motor vehicle fuel tax imposed by Sections 3.07.030 and 3.07.040 shall not be imposed on any motor vehicle fuel sold to the Armed Forces of the United States for use in ships, aircraft, or for export from the City; but every dealer shall be required to report such sales to the City, in such detail as may be required. A certificate by an authorized officer of such Armed Forces shall be accepted by the dealer as sufficient proof that the sale is for the purpose specified in the certificate.

3.07.190 Fuel in vehicles coming into city not taxed

Any person coming into the City in a motor vehicle may transport in the fuel tank of such vehicle motor vehicle fuel for his or her own use only and for the purpose of operating such motor vehicle, without securing a license or paying the tax provided in sections 3.07.030 and 3.07.040, or complying with any of the provisions imposed upon dealers herein. But if the motor vehicle fuel so brought into the City is removed from the fuel tank of the vehicle or used for any purpose other than the propulsion of the vehicle, the person so importing the fuel into the City shall be subject to all provisions herein applying to dealers.

3.07.200 Refunds

Refunds will be made pursuant to ORS. 319.280 to 319.320.

3.07.210 Examination and investigations

The City may examine accounts, records, stocks, facilities, and equipment of dealers, fuelhandlers, service stations, and other persons engaged in storing, selling, or distributing motor vehicle fuel or other petroleum products within this City, and such other investigations as it considers necessary in carrying out the provisions of this chapter. If the examinations or investigations disclose that any reports of dealers or other persons theretofore filed with the City pursuant to the requirements herein, have shown incorrectly the amount of gallons of motor vehicle fuel distributed or the tax accruing thereon, the City may make such changes in subsequent reports and payments of such dealers or other persons, or may make such refunds, as may be necessary to correct the errors revealed by its examinations or investigations.

3.07.220 Limitation on credit for or refund of overpayment and on assessment of additional tax

- A. Except as otherwise provided in this chapter, any credit for erroneous overpayment of tax made by a dealer taken on a subsequent return or any claim for refund of tax erroneously overpaid filed by a dealer must be so taken or filed within three (3) years after the date on which the overpayment was made to the City or to its authorized agent.

- B. Except in the case of a fraudulent report or neglect to make a report, every notice of additional tax proposed to be assessed under this chapter shall be served on dealers within three (3) years from the date upon which such additional taxes become due.

3.07.230 Examining books and accounts of carrier of motor vehicle fuel

The City may at any time during normal business hours examine the books and accounts of any carrier of motor vehicle fuel operating within the City for the purpose of checking shipments or use of motor vehicle fuel, detecting diversions thereof, or detecting evasion of taxes in enforcing the provisions of this chapter.

3.07.240 Records to be kept by dealers and fuel handlers

Every dealer and fuelhandler in motor vehicle fuel shall keep a record in such form as may be prescribed by the City of all purchases, receipts, sales, and distribution of motor vehicle fuel. The records shall include copies of all invoices or bills of all such sales and purchases, and shall at all times during the business hours of the day be subject to inspection by the City.

3.07.250 Records to be kept three (3) years

Every dealer and fuelhandler shall maintain and keep, for a period of three (3) years, all records of motor vehicle fuel used, sold, and distributed within the City by such dealer or fuel handler, together with stock records, invoices, bills of lading, and other pertinent papers as may be required by the City. In the event such records are not kept within the

State of Oregon, the dealer shall reimburse the City for all travel, lodging, and related expenses incurred in examining such records. The amount of such expenses shall be an additional tax imposed hereunder.

3.07.260 Use of tax revenues

- A. The City Manager shall be responsible for the disposition of the revenue from the tax imposed by this chapter in the manner provided by this section.
- B. For the purposes of this section, "net revenue" means the revenue from the tax imposed by this chapter remaining after providing for the cost of administering the motor vehicle fuel tax to motor vehicle fuel dealers and any refunds and credits authorized herein. The program administration costs of revenue collection and accounting activities shall not exceed ten and one-half percent (10.5%) for the first year, and ten percent (10%) thereafter, of annual tax revenues.
- C. The net revenue shall be used only for maintenance activities standing alone or embodied within projects to construct, reconstruct, improve, repair, and maintain public highways, roads, and streets within the City, with a focus on pavement preservation projects.
- D. Any use of net revenue must be documented in a writing that shows the following information:
 - 1. The amount of net revenue estimated or actually used;
 - 2. The goods or services acquired with the net revenue; and
 - 3. If goods or services are acquired with both net revenue and other money, a statement identifying the proportion of net revenue relative to the other money used to achieve the purpose.
- E. The City Council will, by resolution, adopt a public reporting system to track revenues and program expenditures which are documented in subsection D of this section and to make such information available to the public.
- F. The city shall account for program costs, revenues, and expenditures, within the street fund established under chapter 12.05.

3.07.270 Administration

- A. The City Manager or designee is responsible for administering this chapter.
- B. The City Manager may enter into an agreement with the Oregon Department of Transportation as an authorized agent for the implementation of certain sections of this chapter. If the Department of Transportation is chosen as an authorized agent of the City, then the modifications outlined below shall apply:

1. The fuelhandler's penalty of subsection 3.07.070.C shall be reduced to one hundred dollars (\$100.00). If the Department determines that the failure to obtain the permit was due to reasonable cause and without any intent to avoid obtaining a permit, then the penalty provided in section 3.07.070 and this section may be waived.
2. The fuelhandler's monthly reporting requirements of Section 3.07.120 and 3.07.130 shall be waived.

Section 2. Section 1 of this Ordinance does not take effect unless Measure 26-168 is approved by the people according to elections results published by Multnomah County for the election held in the City on November 3, 2015. If Measure 26-168 is so approved, then this ordinance takes effect on December 31, 2015.

Section 3. If Measure 26-168 is not approved by the people according to the election results published by Multnomah County for the election held in the City on November 3, 2015, then this Ordinance is repealed.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date _____

Sarah Skroch, Deputy City Recorder
Adopted: