



# CITY OF TROUTDALE

“Gateway to the Columbia River Gorge”

## REVISED AGENDA

### CITY COUNCIL – REGULAR MEETING

Troutdale Police Community Center – Kellogg Room  
234 SW Kendall Court  
Troutdale, OR 97060-2078

**Tuesday, July 14, 2020 – 7:00PM**

**Mayor**  
Casey Ryan

**City Council**  
David Ripma  
Randy Lauer  
Jamie Kranz  
Glenn White  
Nick Moon  
Zach Hudson

**City Manager**  
Ray Young

**City Recorder**  
Sarah Skroch

#### **Meeting Participation During COVID-19 Social Distancing Order**

**Watch on T.V:** City Council Regular Meetings will be broadcast live on Comcast Cable Channel 30 (HD Channel 330) and Frontier Communications Channel 38 and replayed on the weekend following the meeting - Friday at 4:00pm and Sunday at 9:00pm.

**Watch on Zoom:** Submit an email to [info@troutdaleoregon.gov](mailto:info@troutdaleoregon.gov) by 5:00pm on Monday, July 13<sup>th</sup> to request to be sent an invitation to watch via Zoom.

**Submit Written Public Comment:** Written public comment can be submitted via email to [info@troutdaleoregon.gov](mailto:info@troutdaleoregon.gov) and must be received by 5:00pm on Monday, July 13<sup>th</sup>.

**In-Person Public Attendance:** Members of the public may attend the meeting in person. Attendees will be required to wear a mask and be spaced a minimum of 6 feet apart. The number of people in the room shall not exceed 25.

1. **PLEDGE OF ALLEGIANCE, ROLL CALL, AGENDA UPDATE.**
2. **PUBLIC COMMENT:** Public comment on non-agenda and consent agenda items is welcome at this time. *Public comment on agenda items will be taken at the time the item is considered. Public comments should be directed to the Presiding Officer, and limited to matters of community interest or related to matters which may, or could, come before Council. Each speaker shall be limited to 5 minutes for each agenda item unless a different amount of time is allowed by the Presiding Officer, with consent of the Council.*
3. **CONSENT AGENDA:**
  - 3.1 **MINUTES:** May 26, 2020 City Council Regular Meeting; June 9, 2020 City Council Regular Meeting; and June 23, 2020 City Council Regular Meeting.
  - 3.2 **RESOLUTION:** A resolution authorizing the Mayor to sign letter of support for a Three-City Transportation Growth Management Grant Application
  - 3.3 **RESOLUTION:** A resolution extending and expanding the temporary sewer system development charge subsidy for development of new and expanded food and beverage establishments.
  - 3.4 **RESOLUTION:** A resolution approving a 2nd amendment to the task order with the Sandy Drainage Improvement Company for the joint North Troutdale Stormwater Master Plan.
  - 3.5 **RESOLUTION:** A resolution approving a quitclaim deed for a Portland General Electric Company easement interest in certain real property located in the Urban Renewal Plan area.
  - 3.6 **RESOLUTION:** A resolution approving a quitclaim deed for a sanitary sewer utility easement interest in certain real property located in the Urban Renewal Plan area.

4. **PUBLIC HEARING / ORDINANCE (Introduction and Adoption):** An Ordinance to Adopt emergency temporary limitations on the commissions and fees third-party ordering and delivery services may charge restaurants during the COVID-19 emergency. Mayor Ryan & Ed Trompke, City Attorney
5. **RESOLUTION:** A resolution authorizing a loan from the Brownfields Redevelopment Fund and entering into a financing contract with the Oregon Business Development Department to finance Troutdale Urban Renewal Projects. Erich Mueller, Finance Director
6. **REQUEST:** A request for Council support for a disc golf course to be located on the Urban Renewal Site as well as possible financial support from the City. Chris Damgen, Community Development Director
7. **REPORT:** A report on Potential Improvements & Jurisdictional Transfer for Historic Columbia River Highway. Chris Damgen, Community Development Director & Travis Hultin, Public Works Deputy Director/Chief Engineer
8. **UPDATE:** Town Center Plan – Opportunity Sites & Transportation Chris Damgen, Community Development Director
9. **REPORT:** A report by the City Attorney on City Firearms Laws. Ed Trompke, City Attorney
10. **RESOLUTION:** A resolution to refer amendment of City Charter Chapter VI Elections, Section 23 to the electors of the City. Ed Trompke, City Attorney
11. **STAFF COMMUNICATIONS**
12. **COUNCIL COMMUNICATIONS**
13. **ADJOURNMENT**



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**Casey Ryan, Mayor**  
**Dated: July 9, 2020**

City Council Regular Meetings will be replayed on Comcast Cable Channel 30 (HD Channel 330) and Frontier Communications Channel 38 on the weekend following the meeting - Friday at 4:00pm and Sunday at 9:00pm.

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

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

**DRAFT**

**MINUTES**  
**Troutdale City Council – Regular Meeting**  
**Troutdale Police Community Center – Kellogg Room**  
**234 SW Kendall Court**  
**Troutdale, OR 97060**

**Tuesday, May 26, 2020 – 7:00PM**

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

Mayor Ryan called the meeting to order at 7:00pm.

**PRESENT:** Mayor Ryan, Councilor Ripma, Councilor Lauer, Councilor Kranz, Councilor White, Councilor Moon and Councilor Hudson.

**ABSENT:** None.

**STAFF:** Ray Young, City Manager; Sarah Skroch, City Recorder; Erich Mueller, Finance Director; Ed Trompke, City Attorney; Chris Damgen, Community Development Director and Arini Farrell, Planning Associate.

**GUESTS:** See Attached.

Mayor Ryan asked, are there any agenda updates?

Ray Young, City Manager, replied there are no updates.

**2. PUBLIC COMMENT:** Public comment on non-agenda and consent agenda items is welcome at this time.

None.

**3. CONSENT AGENDA:**

**3.1 MINUTES:** April 28, 2020 City Council Regular Meeting

**3.2 RESOLUTION:** A resolution approving an amendment to the Intergovernmental Agreement with Multnomah County for Business Income Tax.

**MOTION:** Councilor Hudson moved to approve the consent agenda. Seconded by Councilor Lauer.  
**Motion Passed 7-0.**

#### **4. UPDATE: Regional update from Metro Councilor Shirley Craddick.**

<0:03:00>

Metro Councilor Shirley Craddick presented a PowerPoint presentation on regional updates from Metro (a copy can be found in the meeting packet).

<0:25:18>

Mayor Ryan asked which cities Metro covers in Councilor Craddick's district.

Councilor Craddick replied she represents East Portland, Gresham, Troutdale, Wood Village, Fairview, Clackamas, and part of Happy Valley.

<0:26:50>

Ray Young stated Halsey is a difficult street within the City of Troutdale because McMenamin's owns both sides of the street for about a half a mile. McMenamin's has illusions of grandeur to develop both sides of the street into a beautiful, amenities filled location for East County. One of the things holding them up is that the County is looking to them to have to do all the improvements to Halsey to bring it up to standards, which is a huge lift for anybody. If the Metro money could be used to reduce that lift it would probably encourage sooner development for that parcel.

Chris Damgen, Community Development Director, stated the Town Center Plan will also tie in and look at the downtown street and all the way down to the Troutdale Bridge. One of the bigger picture questions that the plan will ask is, that is also a county road, if the city truly wants to accomplish good placemaking in downtown it may be in the city's interest to pursue ownership of that road.

Councilor Craddick stated she recognizes that discussions about this are complex and detailed. She would like to see funding brought to her district and to help the City of Troutdale.

<0:29:40>

Ray Young stated there are a lot of citizens that take Troutdale Road down to Boring and then to Hwy 212. He asked if there are any thoughts of improving that commute to Boring.

Councilor Craddick replied there hasn't been any planning or focus on that area at this moment.

Chris Damgen stated transit service in Troutdale has been a repeated challenge, especially connecting to the City's job centers out in the TRIP area with the greater region. That's a major concern from a transportation investment standpoint.

<0:32:12>

Councilor Craddick replied she agrees. She explained the measure doesn't specifically pay for transit service, but it does pay for the infrastructure to support transit.

<0:34:35>

Councilor Kranz inquired about the Bike Hub at the end of downtown Troutdale and the improvements being made there and asked if there were any types of funding for more multimodal safety for bicyclists.

Councilor Craddick replied yes. One of the programs in the transportation measure will be focusing on the trail and ped connections. There is money available to be applied for.

Ray Young asked Councilor Craddick to keep in mind the URA property when it comes to setting the rules to help make it as easy as possible and argue for guidelines and policies to help additional monies to be used. It's significant to the region.

Councilor Craddick stated she would love to see the project developed. There are grants the City can apply for.

## **5. DISCUSSION: A discussion on Proposed Housing Strategy.**

<0:59:10>

Beth Goodman, ECONorthwest, showed the Council a PowerPoint presentation (attached as Exhibit A).

Councilor Ripma stated there was an option of accepting the housing needs analysis but not adopting it. It seems like there was another option of just accepting it.

Beth Goodman replied the challenge with the housing needs analysis is that if you go beyond the year in which the forecast runs, and haven't adopted it or signal your intention to adopt it by the end of the first year of the 20 year period then you will have to revise the housing needs analysis. The intent to adopt must be done this year.

<1:08:18>

Councilor Ripma asked if there was something Council needs to do tonight.

Ed Trompke replied he spoke with Chris Damgen about a resolution at the next meeting to adopt the fact parts of the housing needs analysis and then work on the policies and objectives over the next couple of months.

<1:24:57>

Councilor Moon asked what the requirements are to increase building heights in the URA.

Beth Goodman replied one of the actions for supporting development in the URA is increasing building heights from 45 feet to 55 feet. The City Council can choose to do that or choose not to do it.

<1:27:40>

Councilor White asked if neighboring cities that may have an abundance of a certain type of housing were taken into consideration on the report.

Beth Goodman replied that ECONorthwest did look at the types of housing in other cities.

**6. DISCUSSION: A discussion on renewal and expansion of SDC reductions for restaurants.**

<1:31:34>

Ray Young gave a brief overview of the staff report.

Mayor Ryan asked if the way the City has been doing it is the least expensive way for the restaurants.

Ray Young replied the least expensive way is to calculate their total SDC, regardless of prior use, apply 50% to it and then give them credit for what the prior tenant or prior use of the property had given for the use of the property.

Councilor Ripma stated he thought staff interpreted it exactly the way it was meant, the logical way to do it.

<1:35:03>

Mayor Ryan stated his suggestion would be to renew it, expand it to all sections of Troutdale and increase the discount by 10%.

Councilor Hudson explained the original plan behind the reduced SDC charges for specific businesses is that the City wanted to encourage certain types of businesses in the downtown. He asked if people were still comfortable in favoring a certain type of business over another.

Mayor Ryan stated that restaurants, coffee shops and pizza parlors pay a lot more in SDC charges than a nail salon would.

Chris Damgen explained those businesses are heavier wastewater users and have a much higher bill than an office space or a salon. Commercial kitchens cost a lot more and many buildings downtown are not equipped to handle dining establishments.

Mayor Ryan stated he's not comfortable with just doing the downtown area.

<1:41:38>

Councilor Hudson stated he likes the idea of reducing SDC's all around the city and many different types of businesses equally.

Councilor Ripma stated there was a reason why the City did the tiers, restaurants really get nailed with SDC charges.

<1:45:41>

Ray Young stated it wasn't a social engineering intent to favor restaurants over bars.

Councilor Kranz stated there are categories that have been identified based on the SDC calculations. There are 3 tiers to be looked at to do the reduction. She asked if beyond the 3 tiers, if any applications or businesses that have been prohibited from establishing in Troutdale out of the categories stated.

Chris Damgen replied not really, most vacancies have paid some level of SDC's.

Councilor Ripma stated he's willing to go with Mayor Ryan's idea of expanding it to the whole City and up the discount by 10% each.

**7. PUBLIC HEARING / ORDINANCE (Introduced 5/12/20):** An ordinance amending Troutdale Municipal Code Title 10 – Vehicles and Traffic.

<1:59:22>

Chris Damgen gave a brief overview of the staff report and presented a PowerPoint to Council (attached as Exhibit B).

Councilor Ripma stated he thinks the City should leave RVs the way it is as 4 hours.

Chris Damgen pointed out that when Troutdale's enforcement officer gets inquiries from citizens as far as how long an RV can be left out, when he relays 4 hours a lot of them are shocked and irritated.

Mayor Ryan asked if it could be stated that the rule is 4 hours, but its complaint driven.

Councilor White stated he agrees with the 4-hour rule.

Ray Young suggested putting language in the code that after 4 hours code enforcement can use their discretion.

Mayor Ryan asked Council if they're agreeance with 4-hour parking.

Council agreed.

<2:15:11>

Chris Damgen continued with the PowerPoint.

**Mayor Ryan opened the public hearing at 9:20pm.**

Ray Young read a statement from Troutdale resident, Paul Wilcox (attached as Exhibit C).

**Mayor Ryan closed the public hearing at 9:25pm.**

**MOTION: Councilor Ripma moved to adopt the ordinance amending Troutdale Municipal Code Title 10 – Vehicles and Traffic including in the motion that sub-section 10.12.050 the 48 hours is changed to 4 hours. Seconded by Councilor Moon.**

**VOTE: Councilor Ripma - Yes; Councilor Lauer – Yes; Councilor Kranz – No; Councilor Mayor Ryan – Yes; Councilor White – Yes; Councilor Moon – Yes and Councilor Hudson – Yes.**

**Motion passed 6-1.**

**8. PUBLIC HEARING / ORDINANCE (Introduced 5/12/20): An ordinance amending Troutdale Municipal Code Chapter 2.48 – Elections.**

<2:26:21>

Ed Trompke gave a brief overview of the staff report.

**Mayor Ryan opened the public hearing at 9:28pm.**

Ray Young read a statement from Troutdale resident, Paul Wilcox (attached as Exhibit D).

**Mayor Ryan closed the public hearing at 9:29pm.**

**MOTION: Councilor Lauer moved to adopt an ordinance amending Troutdale Municipal Code Chapter 2.48 – Elections. Seconded by Councilor Kranz.**

**VOTE: Councilor Ripma - Yes; Councilor Lauer – Yes; Councilor Kranz – Yes; Councilor Mayor Ryan – Yes; Councilor White – Yes; Councilor Moon – Yes and Councilor Hudson – Yes.**

**Motion passed 7-0.**

## 9. STAFF COMMUNICATIONS

<2:30:53>

Ray Young provided the following staff communications:

- AMR will not be providing lifeguards to the Sandy River this summer
- Town Center Committee's next meeting is May 27<sup>th</sup> and the Planning Commission has a meeting on May 28<sup>th</sup>
- Things are slowly opening in Troutdale even though Multnomah County has not applied for phase 1 opening. Celebrate Me Home is now open.
- Good Coffee is doing their buildouts now to be ready to open in a month or so. Starbucks will have a drive thru down at the outlet mall soon.
- Council needs to decide when they can start meeting as a Council in person for meetings.
- Councilor's photos are available to use for campaign photos at a cost of half of what the City paid to take each councilor's photo.
- Mayor's Square parking lot is paved.

## 10. COUNCIL COMMUNICATIONS

<2:35:30>

Councilor Ripma stated the owner of Tad's Chicken and Dumplings, Judy Jones, passed away a week and a half ago. She was a benefactor of Troutdale for over 50 years.

Councilor Lauer stated he and some friends got some pizza and root beer floats from The Way Out Inn and sat in Mayor's Square in the rain and ate. He stated it was very cool to see all the flags on the highway for Memorial Day. He would like to see a flagpole installed in Mayor's Square.

Councilor Kranz stated she is looking forward to seeing everybody in person.

Mayor Ryan stated people are getting restless with Multnomah County still not open. He's hoping the County will open soon.

Councilor White stated as a member of the Fire User Board, there was some sobering information relayed at the last meeting. Gresham is cutting their fire budget by \$1.7 million. They're asking for an ad hoc committee to be formed to help analyze the situation and work out some plans.

Councilor Hudson stated Reynolds High School is holding their drive-thru graduation this week. Congratulations to the graduates and the Learning Academy graduates.

**11. ADJOURNMENT**

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

Meeting adjourned at 9:42pm.

\_\_\_\_\_  
Casey Ryan, Mayor

Dated:

**DRAFT**

**ATTEST:**

\_\_\_\_\_  
Kenda Schlaht, Deputy City Recorder

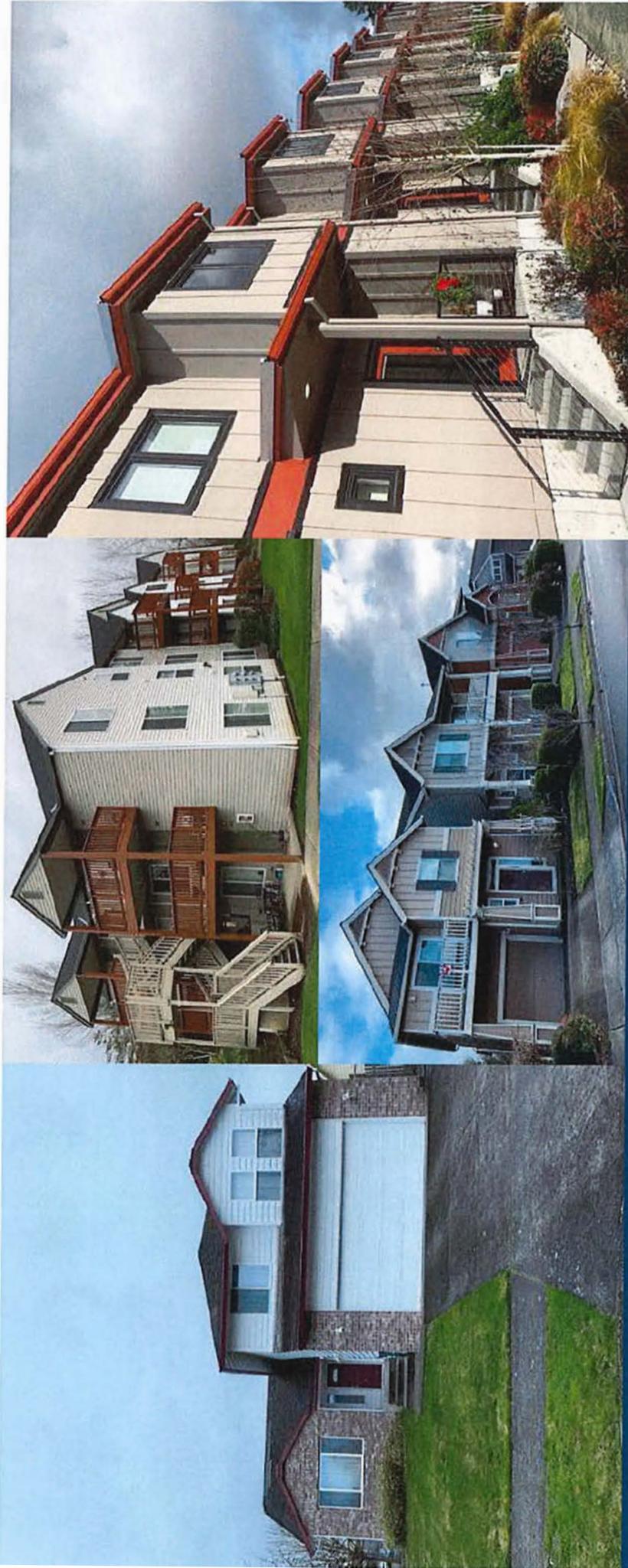
# CITY OF TROUTDALE

City Council – Regular Meeting  
7:00PM

Tuesday, May 26, 2020

## PLEASE SIGN IN

Name – Please Print	Address	Phone #
Tanner (in person)		
Paul Wilcox (Zoom)		
Pamela Kalbar (Zoom)		



# Housing Needs Analysis City of Troutdale

Exhibit A  
May 26, 2020 Council Mtg. Minutes

**ECONorthwest**  
ECONOMICS • FINANCE • PLANNING

# Final Documents

## Documents produced for this project:

- Housing Needs Analysis Report (HNA)
- Housing Strategy
- Summary document (summarizes HNA and strategy)



City of Troutdale Housing Needs Analysis

Summary Report  
JANUARY 2020

**ECON**orthwest  
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## This Project

### Housing Needs Analysis

*Technical report about:*

- Buildable lands inventory
- Housing market
- Demographic and socioeconomic characteristics of residents
- Housing affordability
- Forecast of new housing
- Land sufficiency

### Housing Strategy

*Housing policies and actions to address needs identified in the*

*HNA:*

- Land availability
- Types of housing needed
- Housing affordability
- Infrastructure needs
- Funding

### Revised Comprehensive Plan

- Updated information (HNA)
- Updated policies (Housing Strategy)

### Changes to Troutdale Dev. Code

### Establish New Housing Policies and Programs

*Housing policies not addressed through Comprehensive Plan updates*

# Options for Adoption

1. Adopt the Housing Needs Analysis into the Comprehensive Plan
  - Repeal existing fact base and replace with the HNA
  - Allows the City to use the HNA as the basis for decisions like re-zoning applications, etc.
2. Revise and adopt the Housing Strategy Policies and Objectives separately from the HNA
  - Gives more opportunity for revisions to the Policies and Objectives
3. Adopt the Housing Needs Analysis and the Housing Strategy Policies and Objectives



# Conclusions of the HNA

# Conclusions and Recommendations

- Ongoing development could meet a substantial amount of Troutdale's forecast for growth
- Commuting patterns in Troutdale indicate an imbalance of available housing and employment.
- Troutdale has need for development of housing affordable to households of all income levels, from low-income to high-income.





# Housing Policy Recommendations

# Housing for low-income households

Support development of housing housing affordable to households with income of about \$43,950, who can afford \$1,099 in monthly housing costs. Objective 3.1 and 3.2 addresses this housing need.

Options for implementing this policy:

Recommended options for consideration	Other Options for income-restricted housing
Use of surplus public property	Reduce parking requirements
Emphasize location within ¼ mile of transit	Increase building heights
Lower SDC for income-restricted housing	Inclusionary Zoning
Offer a tax exemption, like the Low-Income Rental Housing Tax Credit	Construction Excise Tax to support development of income-restricted housing
Offer density bonus	General Fund support
Participate in a land bank	
Support employer-assisted housing efforts	
General obligation bond support	

# Housing for middle-income households

Support development of housing housing affordable to households with income of about \$43,950 to \$105,480, who can afford \$1,099 to \$2,637 in monthly housing costs. Objective 3.1, 3.2, and 3.3 address this housing need.

Options for implementing this policy:

Recommended options for consideration	Other Options for middle-income housing
Offer density bonus	Reduce parking requirements
Participate in a land bank	Increase building heights
Offer a tax exemption, like the Multiple-Unit Housing Tax Credit	Inclusionary Zoning (only for households with income up to \$70,320)
Support employer-assisted housing efforts	Lower SDC for middle-income housing projects
Lower SDC for rehabilitation projects	Construction Excise Tax to support development of middle-income housing
Grant or loan program for for rehabilitation projects	General Fund support

# Redevelopment Opportunities

Support redevelopment of underutilized sites for mixed use development. For example, the URA site north of downtown is a brownfield site where industrial uses (e.g., the city's old sewage treatment plants) were located. The allowed uses on the site could include mixed use and high-density multifamily housing.

Options for implementing this policy:

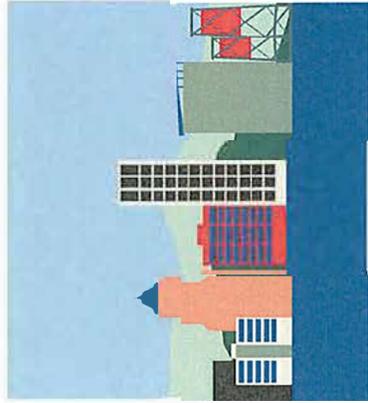
Recommended options for consideration	Other Options to support redevelopment
Urban Renewal funding support	Reduce parking requirements
Zone to allow high-density multifamily housing (including mixed-use)	Inclusionary Zoning (only for households with income up to \$70,320)
Increase building heights in the URA	Construction Excise Tax
Offer density bonus	General fund support
Offer a tax exemption, like the Multiple-Unit Housing Tax Credit	

# ECONorthwest

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Eugene



Portland



Seattle



Boise

An Ordinance amending  
Troutdale Municipal Code  
Title 10 – Vehicles and Traffic

2<sup>nd</sup> Reading

Troutdale City Council

May 26, 2020

# Summary of Proposed Changes

## **Initial Changes Proposed**

1. Eliminating multiple discrepancies between Title 10 and Title 8, which deals with nuisances
2. Revisiting time limits for vehicle parking in the right-of-way (RVs)
3. Considering changes to overnight parking restrictions
4. Restricting commercial vehicle parking on streets in non-residential areas of the city

## **Feedback from March 2020 Discussion**

1. Consider longer period of time for street parking
2. Attempt to consolidate time limit standards to a uniform number
3. Redline version (included in packet)

# Proposed Amendments

- **Page 3 (10.04.170)** – change 72 hours to 96 hours for “storage” definition
- **Page 4 (10.08.020)** – gives city manager the additional duty to issue overnight, special, and guest parking permits
- **Page 5 (10.08.030)** – remove the word “principles”
- **Page 5 (10.08.040)** – added city manager or designee to those with enforcement authority (in addition to peace officers)
- **Page 6 (10.08.060)** – added overnight parking provisions for permit issuance and allowances to park in public parking lots
- **Page 8 (10.12.020)** – changed parking allowance from 7 days to 96 hours
- **Page 9 (10.12.030)** – allowed for permitting overnight parking in designated areas

# Proposed Amendments

- **Page 21 (10.36.010)** – change time restrictions across the board to 96 hours for determining an abandoned vehicle designation
- **Page 23 (10.38.010)** – changed 72 hours to 96 hours for towing a vehicle after prior notice was given

## **Larger Vehicle (Commercial) and RV Parking – see also next slide**

- **Page 7 (10.12.020)** – added language that restricted unattended larger vehicle parking in non-residential areas of the city, except as provided in 10.12.050
- **Page 9 (10.12.050)** – allow for parking of RVs and other vehicles from 4 hours to 96 hours (RVs may secure a permit for longer stays per 10.08.060)

# Confirm Changes for 2<sup>nd</sup> Reading

**48 hour standard:** is it applied only for RV parking situations or across the board?

Current draft shows only for RV parking situation

Do you wish to consider 48 hours for other standards that will shift to a 96 hour limit?

- **10.04.170** – Storage (definition) The placing or leaving of property at a location for a period of time in excess of 96 hours.
- **10.12.020** – Unlawful parking or standing: Park for more than 96 consecutive hours in a place where time limitations are not designated
- **10.36.010** – Abandoned vehicles prohibited: considered abandoned if parked in excess of 96 hours on street, private street/alley accessible to public, or on private property when exposed from the street
- **10.38.010** – Impound: A vehicle may be towed 96 hours after the date of a notice provided by peace officer

# Overnight Parking Regulations Added

- Establishes annual permit
- Criteria for approving a permit
  - Applicant is resident of Town Center whose place of residence does not contain at least 1 space on site and is limited to apply for 2 spaces
  - Applicant is a business with a permanent establishment in Town Center
    - Business identified a specific need to accommodate for overnight parking for clientele
    - Property does not contain adequate off-street parking
    - Business is not requesting more than six (6) parking spaces for each address. (concerns of multiple businesses at one location)
- Location of overnight parking to be determined by City Manager, but following sites are specifically prohibited (can be expanded):
  - On-street parking on HCRH between 257<sup>th</sup> Drive and Kibling Street
  - On-street parking on Buxton, Dora, and Harlow between HCRH and 2<sup>nd</sup> Street
  - Mayors Square Parking Lot



HCRH

Old City Hall

Kibling

Discovery Block

Parking Lot

Harlow

Dora

Buxton

TPCC

Kendall

257th

Public testimony regarding:

**PUBLIC HEARING / ORDINANCE:** An ordinance amending Troutdale Municipal Code Title 10 – Vehicles and Traffic.

Troutdale has proposed raising its fine for an abandoned vehicle from \$100.00 to \$285.00 to match the County fine schedule. There are sections of the definition of an abandoned vehicle for which this seems excessive. The general understanding of "abandoned" is a thing or person that has been left and for which one will not be returning. Two of the definitions do not necessarily reflect that this is the case, in particular number 1. The vehicle license plate or registration sticker has expired or has been canceled, and number 4. The vehicle appears to be inoperative or disabled. Motorists are driving vehicles all the time with expired registration stickers, for which I'm sure there's a separate vehicle code violation. Parking such a vehicle does not constitute "abandonment" in the strict sense, although I realize that is commonly included in the definition of an abandoned vehicle. In the case of inoperative or disabled, the code enforcement officer could classify a parked motor vehicle with a flat tire as abandoned.

The City is also proposing reducing the time allowance from 7 days to 4 days (96 hours) for what I assume to be what's loosely defined as "stored vehicles". After the last Council meeting I decided to document how long vehicles were being left parked just in a single block on our street. Within six spaces there were three vehicles parked without moving for 7 days. There was one parked last summer which didn't move for several months. I had no reason to believe it was technically "abandoned", just that the owners weren't using it. It wasn't in anyone's way. When the road was closed for paving, it was moved, proving that the owners were nearby and that it had not been abandoned.

I have in the past reported an abandoned vehicle, but it was fairly apparent that it wasn't operable, with a badly damaged windshield and having been partially "stripped" of parts and without license plates.

I would request that one fundamental question be answered by staff, exactly what action is required to comply with the 96-hour parking limit restriction?

Submitted by:

Paul Wilcox

Troutdale

5/26/20

Public testimony regarding:

**PUBLIC HEARING / ORDINANCE:** An ordinance amending Troutdale Municipal Code Chapter 2.48 – Elections.

I wish to thank the Council and staff for moving so quickly to bring about this temporary municipal code revision related to how a local citizen applies to be a candidate for council, although I see no basis for not making it permanent. I believe the requirement to collect a certain number of signatures is an unnecessary burden that doesn't really indicate any significant level of support for the candidate. As I've noted before, both Fairview and Wood Village allow the fee in lieu of signatures option. Fairview's is even written into their City Charter. Also, even cities much larger than Troutdale have a minimal signature requirement. Gresham only requires 20, and Beaverton and Tualatin only require 10, while Troutdale is at 25.

The \$25.00 fee seems to me to be a significant enough financial commitment to prevent a "vanity" applicant, i.e., someone who just wants to see their name on the ballot. Also, any serious candidate is going to want to submit a voters' pamphlet statement, the fee for which is now \$100.00. Of course, it is possible to forego that step if someone is running unopposed, as the two incumbent candidates did in 2012. Their out-of-pocket was zero. I commend Councilor Ripma for having submitted a voters' pamphlet statement all three times he has run unopposed. To not do so is taking the voters for granted in a very disrespectful manner.

Submitted by:  
Paul Wilcox  
Troutdale  
5/26/20

**DRAFT**

**MINUTES**  
**Troutdale City Council – Regular Meeting**  
**Troutdale Police Community Center – Kellogg Room**  
**234 SW Kendall Court**  
**Troutdale, OR 97060**

**Tuesday, June 9, 2020 – 7:00PM**

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

Council President Ripma called the meeting to order at 7:01pm.

**PRESENT:** Council President Ripma, Councilor Lauer, Councilor Kranz, Councilor White, Councilor Moon and Councilor Hudson.

**ABSENT:** Mayor Ryan (excused).

**STAFF:** Ray Young, City Manager; Sarah Skroch, City Recorder; Ed Trompke, City Attorney; Chris Damgen, Community Development Director; Arini Farrell, Planning Associate and Erich Mueller, Finance Director.

**GUESTS:** See Attached.

Council President Ripma asked if there are any agenda updates.

Ray Young, City Manager, replied consent agenda item #3.5 is being pulled due to not being ready for Council vote yet. The presentation for agenda item #4 has been modified.

**2. PUBLIC COMMENT:** Public comment on non-agenda and consent agenda items is welcome at this time.

<0:02:2

Jason Hardin, Portland resident, stated he was invited by Chris Damgen to introduce himself and Steve Zebrowski to talk about a project with the park behind the Troutdale Outlet Mall and putting a pop-up disc golf course in. He explained there are ideas of doing leagues at the course and it would help bring some business to Troutdale.

<0:05:03>

Steve Zebrowski, Wood Village resident, stated he will be assisting Chris, Jason and Tim with the disc golf course proposal.

Chris Damgen, Community Development Director, stated this is a prelude for the Council as part of the Community Enhancement grant application that will be brought forward next week. This is an idea for temporary or pop-up use of the URA site with the ability to create a new recreational amenity while future development gets figured out.

<0:07:37>

Marcia Chiaudano, West Columbia Gorge Chamber of Commerce, asked if the City of Troutdale had any plans for helping businesses to recoup losses or anything like that.

Ray Young replied the one formal program is the significant reduction in commercial sewer rates for all the businesses in Troutdale. There are substantial resources on the City of Troutdale's website for businesses to direct them to federal and state resources.

Marcia Chiaudano asked if the City has any plans for meeting and greeting the visitors that will be coming to Troutdale after the end of June.

Ray Young replied yes, he has met with several city staff and they will be in contact with Geoff.

**3. CONSENT AGENDA:**

**3.1 MINUTES:** May 12, 2020 City Council Regular Meeting

**3.2 RESOLUTION:** A resolution directing the disbursement of the ninety-five one hundredths of one percent of the transient lodging tax dedicated for tourism promotion.

**3.3 RESOLUTION:** A resolution recognizing the completion of the public improvements associated with the Power Rents site development at 2030 NW 7<sup>th</sup> Street and accepting the improvements in the City's fixed asset system.

**3.4 RESOLUTION:** A resolution to quitclaim the right to divert outflow and release grant for a spring easement.

~~**3.5 RESOLUTION:** A resolution establishing City of Troutdale utility easements located in the Urban Renewal Area.~~

**3.6 RESOLUTION:** A resolution approving the extinguishment and vacation of Howard Estates street-side yard Public Utility Easements on Lots 10, 16, 17, 22, 23 and 28.

**MOTION: Councilor Lauer moved to approve the consent agenda. Seconded by Councilor White.  
Motion Passed 6-0.**

**4. PRESENTATION:** An introduction of the Multnomah County Sheriff's Office Command Staff that will be serving as the City's Chief of Police as well as the Beach Deputy.

<0:12:51>

Ray Young stated command staff and the deputies are working very hard to deal with the situation primarily in Portland. Most deputies are on their 7<sup>th</sup>, 8<sup>th</sup> or 9<sup>th</sup> day of 12-hour shifts in a row, so they were not able to be here. It's hopeful that they can be at a Council meeting in the next 2 to 3 weeks to do the report themselves. He explained there are a couple things to make Council aware of. First, Captain Goldberg, who has been the Chief of Police for the last year and a half has been transferred to head the new TriMet division. The Sheriff has appointed Captain Steve Bevins to take the Chief position for Troutdale. Second, under the contract the Sheriff's Office is required to provide during the summer months a beach deputy and that deputy is Deputy Windowski. His shift will be Friday through Monday from 10:00am to 8:00pm.

**5. PUBLIC HEARING / RESOLUTION:** A resolution certifying the City of Troutdale's eligibility and election to receive State Shared Revenues for Fiscal Year 2020-2021.

<0:16:20>

Erich Mueller, Finance Director, gave a brief overview of the staff report.

**Council President Ripma opened the public hearing at 7:19pm.**

**Council President Ripma closed the public hearing at 7:19pm.**

**MOTION: Councilor Lauer moved to adopt the resolution certifying the City of Troutdale's eligibility and election to receive State Shared Revenues for Fiscal Year 2020-2021. Seconded by Councilor Moon.**

**VOTE: Councilor Kranz - Yes; Councilor White - Yes; Councilor Moon - Yes; Councilor Hudson - Yes; Councilor President Ripma - Yes and Councilor Lauer - Yes.**

**Motion passed 6-0.**

**6. PUBLIC HEARING / RESOLUTION:** A public hearing and resolution adopting the City of Troutdale's Fiscal Year 2020-2021 Annual Budget and making appropriations.

<0:20:12>

Erich Mueller gave a brief overview of the staff report.

Taney Staffenson, Budget Committee Chair, stated the budget process was different this year due to the Governor modifying the process to allow the committee to approve a budget to send to Council for approval. He thanked Council for the opportunity to serve.

**Council President Ripma opened the public comment at 7:23pm.**

Paul Wilcox, Troutdale resident, stated on page 2 of the staff reports under current status there's a status that says, "The Budget Committee approved budget was published on the City website", but he was unable to find it on the website. He saw the proposed budget but there wasn't one identified as the committee approved budget. His other item is salary adjustments across different departments and ran across a few on page 84 and page 90 that shows a reduction year over year in the salary for those positions and he questions those figures.

Erich Mueller replied the approved budget was published as prescribed by the local budget law and it was published on the website and the other items will be corrected as part of the general ledger upload in the final approved budget.

**Council President Ripma closed the public hearing at 7:27pm.**

**MOTION: Councilor Lauer moved to adopt the resolution adopting the City of Troutdale's Fiscal Year 2020-2021 Annual Budget and making appropriations. Seconded by Councilor Hudson.**

**VOTE: Councilor Kranz - Yes; Councilor White – No; Councilor Moon – Yes; Councilor Hudson – Yes; Councilor President Ripma – Yes and Councilor Lauer – Yes.**

**Motion passed 5-1.**

**7. RESOLUTION:** A resolution imposing and categorizing ad valorem taxes for Fiscal Year 2020-2021.

<0:27:26>

Erich Mueller gave a brief overview of the staff report.

**MOTION: Councilor Lauer moved to adopt the resolution imposing and categorizing ad valorem taxes for Fiscal Year 2020-2021. Seconded by Councilor White.**

**VOTE: Councilor Kranz - Yes; Councilor White – Yes; Councilor Moon – Yes; Councilor Hudson – Yes; Councilor President Ripma – Yes and Councilor Lauer – Yes.**

**Motion passed 6-0.**

**8. DISCUSSION:** A discussion of State and Local gun control laws.

<0:29:26>

Councilor Hudson stated in 2014 Multnomah County passed a series of new rules relating to firearms and Troutdale City Council at the time reacted pretty immediately and convened and passed a home rule measure saying, we are not bound by any rule that the County makes at all but it was specifically in reaction to this particular firearms ordinance. From reading documents, it sounds that the Multnomah County measures were not really considered or scrutinized or taken seriously as a suggestion. It seems to him that if City Council immediately said no, it doesn't apply to us, passed the resolution and then waited to see how things would play out. Things did play out and there have been changes to how cases have been handled since then. Everyone will be happy to know that the County prosecutors have recognized Troutdale's home rule in this instance and have thrown out cases specifically because people were in Troutdale at the time and Troutdale has it's own gun laws and the Multnomah County laws don't apply. A specific instance is the one that's included in the packet relating to Joseph Powell. He stated he slightly confused on the details of the case, reading 2 different articles gives you 2 slightly different senses of exactly what happened. Right after the Reynolds High School shooting, a gentleman named Joseph Powell showed up at the high school with a gun. His rationale was that he wanted to come protect his sister. He admitted afterward that it was not a very good idea to show up at a high school with a gun after a shooting had just happened and said he wouldn't do it again. In the first article it made it seem that this was an unlicensed concealed handgun that was confiscated from him. Although in the second article that was included it seems that the County was interpreting it as an open carry situation. It was in the waist band of his pants. Whether it was concealed, or open carry is maybe one of the things that was discussed in the details of this case. The case was thrown out. He was found not to have been breaking any laws. Or at least the County didn't want to go ahead with any

prosecution because it recognized Troutdale's sovereignty on this measure. It's the only instance so far, he knows in which this has come up. He wanted to point out that Troutdale's decision on this matter has had consequences and has been recognized. Troutdale's ability to assert its own rules has now been recognized by County authorities so that seems like it's safe. However, he would really like to go back to the gun laws that Multnomah County passed for the County as a whole, not applying specifically to Troutdale. Did Council really look at everything that they suggested and ask if maybe if Troutdale should adopt them. Not because the City is a pushover and not because Troutdale does whatever the County tells them to, but because they passed a comprehensive package of gun laws that they thought would be useful for everyone in the County and maybe they're right. Maybe they have some great ideas. If nothing else, if Troutdale doesn't decide to simply adopt the Multnomah County proposal in its entirety, while still asserting the home rule prerogative. Maybe now would be a good time to look at Multnomah County's suggestions, look at Troutdale gun control laws and ask if maybe there needs to be changes. Either to bring them more closely in line with one or more aspects of the County's changes because they deserve consideration. He would like to put on a future agenda for a chance for Council to have a look at what Multnomah County passed, Troutdale's current gun laws and see if there's any change Council would like to make. Then have a discussion and give directive to staff to create measures that we can then put on future agendas, take testimony and maybe see a way to making some changes. Two of the biggest things in the Multnomah County 2014 changes had to do with open carry and with safe storage of firearms. Both of those changes are ones that he likes and would argue in favor of. The one highlighted tonight is open carry. Right now open carry is legal in Troutdale which means that somebody could pull up into the Columbia Outlet stores, open up their trunk, take out an AR-15 and walk across the parking lot and it would be perfectly legal. If this seems outlandish, please realize that many people have done this in other places across the United States. This happened at the Clackamas Mall. Someone carrying a loaded assault rifle is not breaking the law as they walk into a shopping center until they point and start pulling the trigger. We know that mass shootings occur, they happen all the time.

<0:42:28>

Councilor Kranz stated she thinks it's a very important topic for Council to have as an agenda item and she fully supports reviewing it.

<0:43:55>

Ed Trompke stated this is a very complicated issue. The State statutes severely limit what cities and counties can do under their home rule powers. For example, the example of the Ukrainian fellow who carried a loaded firearm into a shopping mall, cities and counties are prohibited from adopting ordinances that would prohibit someone from carrying an unloaded AR-15 into a shopping mall. That's entirely permitted of right under the statute and cities can't stop that. There are only 3 areas that cities and counties can regulate. If it would be helpful for the City Council, he could put together a short one-page explanation of what is not pre-empted. The State has expressly pre-empted city authority in most areas of regulation. That might help to explain to the public because there could be all sorts of comments that may be ill informed by people who would like to see things done that the City Council simply has no authority to do.

<0:45:51>

Geoff Kenway, Troutdale resident, stated he appreciates Zach's discussion on the issue. The problem he has with trying to adopt a new resolution, whether you do or you don't, is there is no way to prevent someone coming into any establishment with or without a loaded weapon no matter what you decide you want to pass. Unless there's a better resolution to prevent people from doing that I don't see the real purpose in bringing that forward for discussion when anyone that owns that firearm could do that with or without regulation.

Councilor Hudson stated if someone is determined to murder as many people as they can as quickly as they can, they are going to try to do it and not necessarily think of their own survival. Most mass shooters are planning to go down in a blaze of glory anyway. Of course, passing a law is not going to stop them. Passing a law would do 2 things. One, it would permit much faster police response. The other thing is it would prevent stunts like Mr. Andreychenko's stunt.

Councilor Hudson asked if its possible to get direction from Council to staff that this should be on a future agenda at a time that all agrees.

Councilor White stated he thought Council was going to be given time to do some research and hear from Ed's report.

Councilor Lauer stated he is a licensed conceal carry in the state of Oregon and he believes in his rights for that, but he also appreciates conversation. He doesn't necessarily mind having the topic brought in front of Council, but he does like Ed's idea of at least having our parameters and borders brought to our attention.

Councilor Kranz stated she would like Mayor Ryan to chime in on this conversation. It looks like the furthest date out on the Council meeting schedule is July 14<sup>th</sup>. She proposed maybe having that information available by July 14<sup>th</sup> so Council can pivot from that.

Council President Ripma proposed inviting Ed to do his summary and have it available to Council by the July 14<sup>th</sup> meeting.

Ed Trompke stated he can get the summary ready by the July 14<sup>th</sup> meeting.

## **9. STAFF COMMUNICATIONS**

<0:55:09>

Ray Young provided the following staff communications:

- Tuesday, June 16<sup>th</sup> the Urban Renewal meeting starts at 6:00pm then at 7:00pm will be the Community Enhancement Grant meeting.
- June 23<sup>rd</sup> will be a Regular Council meeting.
- June 30<sup>th</sup> is a Work Session discussing the Goal Setting meeting earlier this year.
- Wood Village, Fairview and Troutdale put together some banners congratulating the 2020 graduates of Reynolds High School.
- The League of Oregon Cities, before every legislative session, takes a survey of all the cities as to what the City believes are important legislative issues the League should put their energy into, Council members can forward their thoughts to Ray.

## 10. COUNCIL COMMUNICATIONS

<0:58:37>

Councilor Kranz asked if it would be possible to have an Excel file sent out with the information for the Community Enhancement grants. She suggested the Council possibly doing a Diversity, Equity and Inclusion (DEI) training.

Councilor White cautioned residents of the new traffic pattern that's a little confusing at the east side of the Troutdale Bridge and a reminder of no lifeguards this summer at Glenn Otto Park.

Councilor Moon stated he lives in Troutdale and has a business in Gresham and with all the protests he was a little uneasy, but he's been inspired by all the groups locally in Troutdale. They were good movements and everybody well behaved. He informed Council that July 31<sup>st</sup> and August 7<sup>th</sup> the City will be putting on Movies in the Park.

Councilor Hudson stated he would like to recognize the ongoing calls for racial justice in the wake of the killings of George Floyd and Breonna Taylor and Ahmed Aubrey. He thanked everyone in Troutdale and the surrounding areas who showed up to walk in support of this issue but also the Sheriff's Department who did a wonderful job keeping people safe and showing their support as well. He thanked Mayor Ryan for being an outspoken supporter.

Council President Ripma thanked the citizens of Troutdale and MCSO. Be kind and stay safe.

Councilor Lauer stated our country is in an important time right now and everyone needs to be patient and show some grace and make changes to come out better. Be kind.

## 11. ADJOURNMENT

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

Meeting adjourned at 8:06pm.

Case yRyan, Mayor  
Dated:

**DRAFT**

**ATTEST:**

\_\_\_\_\_  
**Kenda Schlaht, Deputy City Recorder**



**DRAFT**

**MINUTES**  
**Troutdale City Council – Regular Meeting**  
**Troutdale Police Community Center – Kellogg Room**  
**234 SW Kendall Court**  
**Troutdale, OR 97060**

**Tuesday, June 23, 2020 – 7:00PM**

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

Council President Ripma called the meeting to order at 7:01pm.

**PRESENT:** Council President Ripma, Councilor Lauer, Councilor Kranz, Councilor White, Councilor Moon and Councilor Hudson.

**ABSENT:** Mayor Ryan (excused).

**STAFF:** Ray Young, City Manager; Kenda Schlaht, Deputy City Recorder; Ed Trompke, City Attorney; Chris Damgen, Community Development Director; Erich Mueller, Finance Director; Fred Ostler, Public Works Director and Arini Farrell, Associate Planner.

Council President Ripma asked if there are any agenda updates.

Ray Young, City Manager, replied there are no updates.

**2. PUBLIC COMMENT:** Public comment on non-agenda and consent agenda items is welcome at this time.

<0:00:50>

Steve Zebrowski, Wood Village resident, read from a self-prepared statement with exhibits (attached to these minutes as Exhibit A).

**3. CONSENT AGENDA:**

- 3.1 RESOLUTION:** A resolution accepting perpetual nonexclusive utility and access easements from the Urban Renewal Agency on real property located at 302 and 410 NW 257<sup>th</sup> Way, Troutdale, Oregon.
- 3.2 RESOLUTION:** A resolution approving the City's continued participation in the Oregon Public Works Emergency Response Cooperative Assistance Agreement.
- 3.3 RESOLUTION:** A resolution accepting three utility easements from 3G Corp and Clearwater Homes LLC for the Columbia Ridge Subdivision water and sewer systems.
- 3.4 MOTION:** A motion to approve the Mt. Hood Cable Regulatory Commission's 2020-2021 Annual Budget.

**3.5 MOTION:** A motion to reappoint Norm Thomas as Troutdale's representative on the Mt. Hood Cable Regulatory Commission.

**MOTION:** Councilor White moved to approve the consent agenda. Seconded by Councilor Lauer.  
**Motion Passed 6-0.**

**4. UPDATE:** An update from the Citizens Advisory Committee regarding their recommendation on Election Reform.

<0:10:07>

Arini Farrell, Associate Planner, stated back in January the City Council made a motion for the Citizens Advisory Committee to review Top 3 voting and provide a recommendation on whether Troutdale voters should be afforded the opportunity to consider the Top 3 option.

Will Knight, Citizens Advisory Committee Chair, stated the Top 3 voting proposal was discussed by the CAC over 2 different meetings, submitted as a motion and voted upon 8-3 that the Top 3 voting not be sent to the voters on the 2020 ballot.

<0:14:22>

Paul Wilcox, Troutdale resident, read from a self-prepared statement (attached to these minutes as Exhibit B).

<0:19:54>

Ray Young stated the July 14<sup>th</sup> City Council meeting will have the Top 3 voting subject on the agenda to vote on whether it should be submitted to the voters in November.

**5. RESOLUTION:** A resolution to adopt the 2020 Housing Needs Analysis

<0:20:48>

Chris Damgen, Community Development Director, gave a brief overview of the staff report.

**MOTION:** Councilor Moon moved to approve the resolution to adopt the 2020 Housing Needs Analysis. Seconded by Councilor Lauer.

**VOTE:** Councilor White - Yes; Councilor Moon – Yes; Councilor Hudson – Yes; Council President Ripma – Yes; Councilor Lauer – Yes and Councilor Kranz – Yes.

**Motion passed 6-0.**

**6. PUBLIC HEARING / RESOLUTION:** A resolution providing for a Supplemental Budget for Fiscal Year 201-2020, Budget Transfers and making appropriations.

<0:26:06>

Erich Mueller, Finance Director, gave a brief overview of the staff report.

**Council President Ripma opened the public hearing at 7:31pm.**

Council President Ripma closed the public hearing at 7:32pm.

**MOTION:** Councilor White moved to approve the resolution providing for a Supplemental Budget for Fiscal Year 2019-2020, Budget Transfers and making appropriations. Seconded by Councilor Moon.

**VOTE:** Councilor White - Yes; Councilor Moon – Yes; Councilor Hudson – Yes; Council President Ripma – Yes; Councilor Lauer – Yes and Councilor Kranz – Yes.

**Motion passed 6-0.**

## **7. STAFF COMMUNICATIONS**

<0:29:34>

Ray Young provided the following staff communications:

- Next Council meeting is a Work Session on goal setting June 30<sup>th</sup> at 6:30pm
- Town Center Committee's next meeting is June 24<sup>th</sup>
- City offices will be closed July 3<sup>rd</sup> for the 4<sup>th</sup> of July holiday on Saturday
- Metro is doing a community listening session via Zoom on July 6<sup>th</sup> at 5:30pm for East County regarding their Transportation Bond Levy that's coming up in November

## **8. COUNCIL COMMUNICATIONS**

<0:32:58>

Councilor White suggested staff look at a more suitable location for the disc golf course and possibly forwarding the idea to the Parks Department.

Councilor Moon stated he agrees with Councilor White's suggestion for a more suitable location for disc golf and he is also in favor of having disc golf in Troutdale.

Councilor Hudson explained if someone wants to get an initiative petition on the ballot in Oregon you need to gather a number of signatures equivalent to either 6% or 8% of the number of votes that were cast for Governor. Then for County initiatives, typically, it's 6% of total votes cast in that county for Governor. For a City initiative, it's 15% of all registered voters. District initiatives need 15% of total votes cast in that district for Governor. Other local initiatives such as Port of Portland, it's back down to 6% of total votes cast in the district for Governor. Even though Troutdale and most Oregon municipalities stick to these numbers as set forth by the Secretary of State, Portland has decided to lower theirs from 15% to 9% of all registered voters. It's within Troutdale's capability to change the requirements for a citizen initiative. He would like to think about reducing the default 15% of all registered voters and ask if there's something that better suits the needs of the community.

Council President Ripma stated he is willing to entertain a proposal to work with staff for a budget for the disc golf course. He reminded Council that next meeting will require face masks.

Councilor Kranz asked about other possible areas for the disc golf course.

**9. ADJOURNMENT**

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

Meeting adjourned at 7:45pm.

\_\_\_\_\_  
Casey Ryan, Mayor  
Dated:

**DRAFT**

**ATTEST:**

\_\_\_\_\_  
Kenda Schlaht, Deputy City Recorder

# CITY OF TROUTDALE

City Council – Regular Meeting

7:00PM

Tuesday, June 23, 2020

## PLEASE SIGN IN

Name – Please Print	Address	Phone #
Steve Zebrowski	116 Maple Blvd Wood Village	503 405 5255
Paul Wilcox		
Diane White		

Recipient: The City of Troutdale

Letter: Greetings,

The Confluence DGC,

THERE WERE CONCERNS THAT TRASH AND PARKING WOULD BE AN ISSUE WITH THIS NEW DISC GOLF COURSE. PLEASE SIGN THIS PETITION TO LET THE CITY OF TROUTDALE UNDERSTAND HOW MANY PEOPLE SUPPORT THIS PROJECT, AND THAT YOU DO NOT SUPPORT THOSE WHO LITTER AND PARK THEIR VEHICLES WITH NO REGARD FOR OTHERS.

# Signatures

Name	Location	Date
Steve Zebrowski	Fairview, OR	2020-06-18
Brian Graham	Portland, OR	2020-06-18
Keith MacLeod	Vancouver, WA	2020-06-18
Alex Collison	Sandy, OR	2020-06-18
Clay Giles	Rexburg, ID	2020-06-18
Sean Leyden	Portland, OR	2020-06-18
Bradley Bowman	Mechanicville, NY	2020-06-18
Dylan Connell	3114 se 131st ave, OR	2020-06-18
Tanya Spence	Portland, OR	2020-06-18
Marci Roberto	Albany, NY	2020-06-18
Brandon Goldner	Portland, OR	2020-06-18
Max Didlake	Troutdale, OR	2020-06-18
Aaron Peck	Portland, OR	2020-06-18
Tolan Thissell	Vancouver, WA	2020-06-18
Eric Saechao	Troutdale, OR	2020-06-18
Thoren Long	Portland, OR	2020-06-18
Phillip Hale	Portland, OR	2020-06-18
Matt DeVore	Vancouver, WA	2020-06-18
Trenton tucker	Portland, OR	2020-06-18
Chris Haeger	Hillsboro, OR	2020-06-18

<b>Name</b>	<b>Location</b>	<b>Date</b>
Alex Olguin	Tigard, OR	2020-06-18
Jerry Fest	Fairview, OR	2020-06-18
Candi Bossert	Gresham, OR	2020-06-18
isaac hotchkiss	Portland, OR	2020-06-18
Jason Hardin	Portland, OR	2020-06-18
Kyle Franklin	Oneida, NY	2020-06-18
John Deblock	Gresham, OR	2020-06-18
Nathan Paschall	Saint Helens, OR	2020-06-18
Colin Kuskie	Hillsboro, OR	2020-06-18
Christopher Hower	Portland, OR	2020-06-18
Dan Durst	Vancouver, WA	2020-06-18
Alex Nusbaum	Gresham, OR	2020-06-18
Charlie Tellessen	Portland, OR	2020-06-18
Robert Smith	The Dalles, OR	2020-06-18
Andrew Davis	Portland, OR	2020-06-18
Caleb Wright	Portland, US	2020-06-18
James Hafer	Portland, OR	2020-06-18
Chris Ronemus	Portland, OR	2020-06-18
Jeremy Richlin	Rome, NY	2020-06-18
Patrick Peterson	Portland, OR	2020-06-18
sean delohery	corvallis, OR	2020-06-18
Michael Best	Portland, OR	2020-06-18

<b>Name</b>	<b>Location</b>	<b>Date</b>
Dustin Hummel	Portland, US	2020-06-18
quinn moore	Tacoma, WA	2020-06-18
Paul Compton	Beaverton, OR	2020-06-18
Jeff Hagerty	Troutdale, OR	2020-06-18
Kyle Lorts	Portland, OR	2020-06-18
Anthony Abbott	Seattle, WA	2020-06-18
Scott Smith	Vancouver, WA	2020-06-18
Kevin Bieberdorf	Portland, OR	2020-06-18
Caleb Russell	Vancouver, WA	2020-06-18
Jess Florez	Troutdale, OR	2020-06-18
Mike Robarge	The Dalles, OR	2020-06-18
Jim Sapp	Portland, OR	2020-06-18
Leslie Zebrowski	Oneida, NY	2020-06-18
Michael Mayer	US	2020-06-18
Brian Campbell	Oneida, NY	2020-06-18
Ryan Westfall	Oregon City, OR	2020-06-18
Richard Clark	Portland, OR	2020-06-18
Eric Inthavong	Gresham, OR	2020-06-18
Mark Stewart	West Linn, OR	2020-06-18
Adam Hixson	Vancouver, WA	2020-06-18
David Waters	Vancouver, WA	2020-06-18
Reid Verner	Eugene, OR	2020-06-18

<b>Name</b>	<b>Location</b>	<b>Date</b>
Seth Johnson	Gresham, OR	2020-06-18
Tim Freer	Salem, OR	2020-06-18
Maren Schenandoah	Valparaiso, IN	2020-06-18
Grayson Sanborn	Salem, OR	2020-06-18
Jonah Arnot	Fairview, OR	2020-06-18
Rafael Lopez	Portland, OR	2020-06-18
Spencer didlake	Troutdale, OR	2020-06-18
Sheila Arnot	Crescent City, CA	2020-06-18
Caleb Wilson	Portland, OR	2020-06-18
Matt Kelly	Portland, OR	2020-06-18
Jacob Lain	Vancouver, WA	2020-06-18
Cory Dawkins	Portland, OR	2020-06-18
Lawrence Maldonado	Portland, OR	2020-06-18
Michael Riech	Portland, OR	2020-06-18
Christian Bernard	Portland, OR	2020-06-18
Danielle Ellsworth	Gresham, OR	2020-06-18
Mark capel Capel	Portland, OR	2020-06-18
Kathy Scott	Troutdale, OR	2020-06-18
Sheena Hathcock	Portland, OR	2020-06-18
Jeff Hemmerling	Portland, OR	2020-06-18
Mary vu	Portland, OR	2020-06-18
Landis Taylor	Portland, OR	2020-06-18

<b>Name</b>	<b>Location</b>	<b>Date</b>
Dave Reeves	Vancouver, WA	2020-06-18
Kylee Litz	Oregon City, OR	2020-06-18
Suzanne Nicholls	Oregon	2020-06-18
Nicholas Wohler	Beaverton, OR	2020-06-18
Kristen Taylor	Weaverville, CA	2020-06-18
Michael rivera	Vancouver, WA	2020-06-18
Matt Bertrand	Portland, OR	2020-06-18
Brandt Bruxvoort	Tualatin, OR	2020-06-18
John Winter	Portland, OR	2020-06-18
Dora Partridge	Tacoma, WA	2020-06-18
Stanley Vollmert	Portland, OR	2020-06-18
Jessica larison	Gresham, OR	2020-06-18
Burt Vang	Portland, OR	2020-06-18
Kent Rasmussen	Sheridan, OR	2020-06-18
lia zalewski	Portland, OR	2020-06-18
Marcus Burks	Boring, OR	2020-06-18
Brad Hummel	Portland, OR	2020-06-18
Brian Gordon	Portland, OR	2020-06-18
Jason Abdulbaki	Portland, OR	2020-06-18
BJ Rodriguez	McMinnville, OR	2020-06-18
Jeremy Tillman	Portland, OR	2020-06-18
Corey Ross	Portland, OR	2020-06-18

<b>Name</b>	<b>Location</b>	<b>Date</b>
Lydia Fowler	La Center, WA	2020-06-18
Steve Konsistorum	Clifton Park, NY	2020-06-18
Daniel Kitchens	Hillsboro, OR	2020-06-18
Matt Ford	Portland, OR	2020-06-18
Bolton Baker	Portland, OR	2020-06-18
evan brewer	Canby, OR	2020-06-18
Alex York	Portland, OR	2020-06-18
Paige Smith	Portland, OR	2020-06-18
Dominic Lenzo	Portland, OR	2020-06-18
Jason Shipman	Vancouver, WA	2020-06-18
Corey Begay	Portland, OR	2020-06-18
Jane Bersani	Cicero, NY	2020-06-18
David Munoz	West Linn, OR	2020-06-18
Tim Tatton	McMinnville, OR	2020-06-18
Brad Rich	Salem, OR	2020-06-18
Jamison Ryan	Troutdale, OR	2020-06-18
Shawn Mooney	Portland, OR	2020-06-18
Donnie Brummer	Saint Helens, OR	2020-06-18
Eric Vasconcellos	Gresham, OR	2020-06-18
Derrick Loriston	Pompano Beach, US	2020-06-18
James Mathes	Vancouver, WA	2020-06-18
Dylan Hansen	Beaverton, OR	2020-06-18

<b>Name</b>	<b>Location</b>	<b>Date</b>
Antonio Mathews	Minnesota, US	2020-06-18
Jason Shenandoah	Valparaiso, IN	2020-06-18
Jeff Isom	Boring, OR	2020-06-18
Sam Giffin	Gresham, OR	2020-06-18
Arthur Ehrlich	Gresham, OR	2020-06-18
Zame Broer	Vancouver, WA	2020-06-18
Mariam Salloum	Troutdale, OR	2020-06-18
Christian C Collins	Portland, OR	2020-06-18
Chad Skroch	Gresham, OR	2020-06-18
Aj Hardin	Portland, US	2020-06-18
Kevin Fisher	Oregon City, OR	2020-06-18
Kelsey Weinkauf	Vancouver, WA	2020-06-18
Troy Williams	Portland, OR	2020-06-18
Bruce Greer	Vancouver, WA	2020-06-18
Josh Hardin	Portland, OR	2020-06-18
Chris Walker	Boring, OR	2020-06-18
Mike Wilson	Salem, OR	2020-06-18
Jessica Young	Eagle Creek, OR	2020-06-18
heather schultz	Austin, TX	2020-06-18
Justin Roscoe	Portland, OR	2020-06-18
Andrew Paulson	Saint Helens, OR	2020-06-18
Kathryn Zebrowski	Troutdale, OR	2020-06-18

<b>Name</b>	<b>Location</b>	<b>Date</b>
Dan Kneip	Troutdale, OR	2020-06-18
James Peterson	Vancouver, WA	2020-06-18
Janine Gunn	Battle ground, WA	2020-06-18
Brandon Lohse	Keizer, OR	2020-06-18
Zach Keimig	Portland, OR	2020-06-18
Doug Waddell	Troutdale, OR	2020-06-18
Jesse Logan	US	2020-06-18
Eric Stribling	Milwaukie, OR	2020-06-18
Ben Poff	Portland, OR	2020-06-18
Nathaniel Briggs	Portland, OR	2020-06-18
Marc Kottler	Gresham, OR	2020-06-18
PABLO ULIBARRI	Portland, OR	2020-06-18
Ben Slakey	Elk Grove, CA	2020-06-18
Mariam Asad	Colton, US	2020-06-18
Ivan Garcia	Vancouver, WA	2020-06-18
Steven Walgrave	Beaverton, OR	2020-06-18
Summer Villers	Gresham, OR	2020-06-18
Ryam Tech	Vancouver, WA	2020-06-18
Desiree Quair	Hanford, US	2020-06-18
Anthony Yost	Milwaukie, OR	2020-06-18
Kevin Richwalski	US	2020-06-18
Taylor Altis	Lawson, US	2020-06-18

<b>Name</b>	<b>Location</b>	<b>Date</b>
Aaron Hallowell	Portland, OR	2020-06-18
Scott Butler	Estacada, OR	2020-06-18
Chase Mcmillin	Salem, OR	2020-06-18
Jakob Smith	Fairview, OR	2020-06-18
Brandon Kawabata	Portland, OR	2020-06-18
Alisha Holland	Portland, OR	2020-06-18
Kelsea Heaton	Portland, OR	2020-06-18
Robert Bruce	Lake Oswego, OR	2020-06-18
Kevin Korman	Welches, OR	2020-06-18
Jason Ahl	Beaverton, OR	2020-06-18
Randy Dinh	Portland, OR	2020-06-18
Blake Verhaalen	Portland, OR	2020-06-18
Robert Krogstad	Troutdale, US	2020-06-18
Denver Jacoby	Portland, OR	2020-06-18
Nick Henry	Gresham, US	2020-06-18
Terrell Hathcock	Milwaukee, OR	2020-06-18
janna preston	ann arbor, US	2020-06-18
Steve Boveri	Oregon City, OR	2020-06-18
Persephone O'Toole	Belding, US	2020-06-18
Victoria Rivera	Oregon City, OR	2020-06-18
James Lugosi	Portland, OR	2020-06-18
Brian Prokop	Estacada, OR	2020-06-18

<b>Name</b>	<b>Location</b>	<b>Date</b>
Matt Boyd	Portland, OR	2020-06-18
Roger Broer	Sioux Falls, SD	2020-06-18
Nick Boileau	Gilbert, AZ	2020-06-18
Heidi Prokop	Portland, OR	2020-06-18
Andrew Boyle	Camas, WA	2020-06-19
Michael Lowe	Gresham, OR	2020-06-19
Mathew Perez	Sandy, OR	2020-06-19
Jake Fagan	Portland, OR	2020-06-19
Blair Moline	Vancouver, WA	2020-06-19
Ashly Sullivan	Portland, OR	2020-06-19
Seth Seeman	Portland, OR	2020-06-19
Daniel Spotswood	Seattle, WA	2020-06-19
Angela Miller	Troutdale, OR	2020-06-19
Johnathan Chambers	Vancouver, WA	2020-06-19
Micah Krock	Portland, OR	2020-06-19
Jamie Williams	Williams, US	2020-06-19
Anthony Steiner	Lake Oswego, OR	2020-06-19
elizabaeth Henson	Portland, OR	2020-06-19
Mike Thomas	Sherrill, NY	2020-06-19
Robby D	Central Point, OR	2020-06-19
Tarek Zaher	Boring, OR	2020-06-19
Karen Stockert	Portland, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Zachary Gibson	Phoenix, AZ	2020-06-19
Tyler Graff	Portland, OR	2020-06-19
John Adams	Tucson, AZ	2020-06-19
Greg MacKnight	Portland, OR	2020-06-19
Ray Dorfi	Clackamas, OR	2020-06-19
john Vloyanetes	Ieland, NC	2020-06-19
Jolene FORD	Damascus, OR	2020-06-19
Matt Nelson	Webster, NY	2020-06-19
Stephen Bailey	Rosendale, NY	2020-06-19
Lacey Dillon	Gresham, OR	2020-06-19
Alexander Olijar	Buffalo, NY	2020-06-19
Willim Jaynes	Eugene, OR	2020-06-19
Austin Brown	Syracuse, NY	2020-06-19
Benjamin Rodriguez	Gresham, OR	2020-06-19
J. Chris Anderson, MD	Portland, OR	2020-06-19
John Byers	Wilmington, NC	2020-06-19
Andrew Rivera	Wilsonville, OR	2020-06-19
Brian Corrigan	Portland, OR	2020-06-19
Andrew Scheerens	Tucson, AZ	2020-06-19
Michael Arauza	Turlock, CA	2020-06-19
TJ Worley	Columbia, MO	2020-06-19
Aiden Courtnay	Flint, MI	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Jonathan Richardson	Hood River, OR	2020-06-19
Fred H	Hastings, NY	2020-06-19
Bryan Armstrong	Wilmington, NC	2020-06-19
Neil Bailey	Gresham, OR	2020-06-19
Joe Torregrossa	Grand Island, NY	2020-06-19
Jonathan Fotino	Lake Havasu City, AZ	2020-06-19
Ted tracy	Sherwood, OR	2020-06-19
Andrew Kuhn	Tempe, AZ	2020-06-19
Barb Day	Gresham, OR	2020-06-19
Timothy Cooper	Buffalo, NY	2020-06-19
Julie McFadden	Vancouver, WA	2020-06-19
Brandon Gundlach	Gresham, OR	2020-06-19
Brad Clifford	Hillsboro, OR	2020-06-19
Tyler Gillette	Fresno, CA	2020-06-19
Tyler Reynolds	Albany, NY	2020-06-19
Bobby Ingleston	Albany, NY	2020-06-19
eric parzych	Whitesboro, NY	2020-06-19
Nathan Calhoun	Beaverton, US	2020-06-19
William Volz	Saint Louis, MO	2020-06-19
James Barry	Belleville, IL	2020-06-19
Briana France	Tacoma, WA	2020-06-19
Michael Snedecor	Hood river, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Chris Lovett	Portland, OR	2020-06-19
Avery Hietpas	Kirksville, US	2020-06-19
Michael Kelsey	Buffalo, NY	2020-06-19
Beau Wetmore	liverpool, NY	2020-06-19
Dom Coia	Buffalo, NY	2020-06-19
Shane Quinn	US	2020-06-19
Kyle Nizborski	Raleigh, NC	2020-06-19
Polly Lugosi	Portland, OR	2020-06-19
Ryan Logan	Boring, OR	2020-06-19
Grady Clifford	Portland, OR	2020-06-19
Cody Rogers	Roseburg, OR	2020-06-19
Ryan Elston	Vancouver, WA	2020-06-19
Brian Carlson	Fairview, OR	2020-06-19
Chris Kysor	Portland, OR	2020-06-19
Stewart Morlan	Troutdale, OR	2020-06-19
Danen McGilchrist	Portland, OR	2020-06-19
Gavin Shettler	Portland, OR	2020-06-19
Cassi Knight	Hood River, OR	2020-06-19
Tyson Freshour	Molalla, OR	2020-06-19
Mikkel Hong	Bellingham, WA	2020-06-19
David Kramer	Ashland, OR	2020-06-19
Zach Rhodes	Newberg, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Trey Woolford	Buffalo, NY	2020-06-19
Joseph Wesley	Portland, OR	2020-06-19
Maggie Cedillo	Portland, OR	2020-06-19
Julie Johnson	Portland, OR	2020-06-19
Michael Babcock	Vancouver, WA	2020-06-19
Jesse Tomaino	Portland, OR	2020-06-19
Bee vang	Gresham, OR	2020-06-19
Kristen Wilson	Vancouver, WA	2020-06-19
Chris Barbo	Portland, OR	2020-06-19
Thomas Weremeblewski Jr	Blasdell, U.S. Outlying Islands	2020-06-19
Lisa Peterson	Portland, OR	2020-06-19
Jerry Kirkland	Longview, WA	2020-06-19
Blake Bottaro	Prineville, OR	2020-06-19
Morgan Lofton	Fort Worth, TX	2020-06-19
Tylar Burton	Verona, NY	2020-06-19
Frances Warren	San Diego, CA	2020-06-19
Chris Evans	Rochester, NY	2020-06-19
Joseph Hitchcock	Portland, OR	2020-06-19
Jerry Becker	Ridgefield, WA	2020-06-19
Joshua Varner	US	2020-06-19
Travis Higdon	Washougal, WA	2020-06-19
TIMOTHY FREEBURN	Portland, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Timothy Bellchamber	St. Louis, MO	2020-06-19
Charles Coleman	Portland, OR	2020-06-19
Michael Corbet	Battle Ground, WA	2020-06-19
Stephanie Backlund	troutdale, OR	2020-06-19
Brandon Jensen	Portland, OR	2020-06-19
Kyle Lieberman	Rochester, NY	2020-06-19
Nick Somppi	Portland, OR	2020-06-19
Mike Gillespie	Sandy, OR	2020-06-19
Chris Rader	Kalama, WA	2020-06-19
Brandan Lente	Longview, WA	2020-06-19
Bruce Banks	Seattle, WA	2020-06-19
Tammy Shofner	Syracuse, NY	2020-06-19
GREGORY WALTER	Eugene, OR	2020-06-19
Michelle Sharp	Tigard, OR	2020-06-19
Micah Hoelter	Portland, OR	2020-06-19
thomas horning	rochester, NY	2020-06-19
Anderson Acquin	Portland, OR	2020-06-19
Dan Koslicki	Gresham, OR	2020-06-19
Tiffany Elioff	Vancouver, WA	2020-06-19
Eric Crandall	Portland, OR	2020-06-19
Randall Hall II	Portland, OR	2020-06-19
jim tobish	terrebonne, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Maria Leigh	Gresham, OR	2020-06-19
Dan Aguilar	Thousand Oaks, CA	2020-06-19
Christopher Yohe	Liverpool, NY	2020-06-19
Zackary White	Gresham, OR	2020-06-19
Brad Armstrong	Vernonia, OR	2020-06-19
Jake Firth	Saint Helens, OR	2020-06-19
Lance Redfern	Gresham, OR	2020-06-19
Jeffrey Auman	Prescott, AZ	2020-06-19
Leo Ackerman	Eagle Creek, OR	2020-06-19
Chris Stockstrom	Saint Peters, MO	2020-06-19
Casey Jones	Wilmington, NC	2020-06-19
Trevor Gill	Portland, OR	2020-06-19
Rachel Martin	Portland, OR	2020-06-19
Meredith Shinkle	Hood River, OR	2020-06-19
Nhi Ton	Troutdale, OR	2020-06-19
Eric Barfield	Portland, OR	2020-06-19
David Silverstone	Portland, OR	2020-06-19
Reginald Denny	Storrs Mansfield, CT	2020-06-19
Stephen Scoggins	Greenville, SC	2020-06-19
Sue Rishardsoh	Hood River, OR	2020-06-19
Aaron Hammett	Douglas City, CA	2020-06-19
Jack Dinsmore	Napa, CA	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
david James	Salem, OR	2020-06-19
Richard Peterson	Grants Pass, OR	2020-06-19
Steve Basgen	Medford, OR	2020-06-19
Vanessa Salazar	Lanham, US	2020-06-19
Colin McBride	Pittsburgh, PA	2020-06-19
Paula Scarcelli	Portland, OR	2020-06-19
Danielle Marcotte	Portland, WA	2020-06-19
Ben Miller	Portland, OR	2020-06-19
Brissa Herrera	Arlington, US	2020-06-19
Valerie Ortega	New York, US	2020-06-19
Shaun Lockhart	Corbett, OR	2020-06-19
Dan Kovaly	Florence, KY	2020-06-19
Levi Hanson	Portland, OR	2020-06-19
Chris Jones	Oregon City, OR	2020-06-19
Jeffrey Turner	Buffalo, NY	2020-06-19
Michael Graham	US	2020-06-19
Stuart Mullenberg	Gresham, OR	2020-06-19
Steven Young	Portland, OR	2020-06-19
Richard Kovacs	Gresham, OR	2020-06-19
Paul Cleary	Fairview, OR	2020-06-19
Craig Day	Gresham, OR	2020-06-19
Mercedes Docken	Vancouver, WA	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Isaiah Magnuson	Seattle, WA	2020-06-19
Jon Medin	Missoula, US	2020-06-19
Jose Cabrera	Portland, OR	2020-06-19
Kelly Newland	Portland, OR	2020-06-19
Jeremy Voelker	Portland, OR	2020-06-19
Rebecca Terrill	Portland, OR	2020-06-19
Kelsie Galloway	Tualatin, OR	2020-06-19
Peter Frantz	Portland, OR	2020-06-19
Michael Maliksi	Washington, D.C., DC	2020-06-19
Shee Naa Xiong	Fort Worth, TX	2020-06-19
Joel Jones	Portland, OR	2020-06-19
Jon Schedin	Beaverton, OR	2020-06-19
CJ Wright	Angola, IN	2020-06-19
Cody Shinaman	Flagstaff, AZ	2020-06-19
Johnathan Elsea	Vancouver, WA	2020-06-19
Joshua Nelson	Portland, OR	2020-06-19
Bryan Seggerman	Beaverton, OR	2020-06-19
Darcie Ryan	Portland, OR	2020-06-19
Breanna Elsea	Vancouver, WA	2020-06-19
Michael Patenaude	Portland, OR	2020-06-19
Shae-Lynn Tyson	Aurora, OR	2020-06-19
Gregory Peterson	Carmel, US	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
April Dawkins	Portland, OR	2020-06-19
Michael Helmick	Hillsboro, OR	2020-06-19
David Gilliland	Newberg, OR	2020-06-19
J P	Portland, US	2020-06-19
Sterling Arkills	Vancouver, WA	2020-06-19
Grant Weston	Troutdale, OR	2020-06-19
John Nelson	Hillsboro, OR	2020-06-19
Kyler Vogt	Portland, OR	2020-06-19
Theo Clapp	Portland, OR	2020-06-19
Nicholas Eland	Vancouver, WA	2020-06-19
Shannon Turner	Newberg, OR	2020-06-19
Brielle Peace	Hyattsville, US	2020-06-19
Kitty Eskridge	Arlington, US	2020-06-19
Brian Cole	Portland, OR	2020-06-19
Andrew Jewell	Portland, OR	2020-06-19
Jim Rose	Hillsboro, OR	2020-06-19
Peter Knox	Buffalo, NY	2020-06-19
Baird Milam	Portland, OR	2020-06-19
Bryndon Coughlin	Portland, OR	2020-06-19
Ruppert Perino	Portland, OR	2020-06-19
Gerald Cunnington	Duncan, Canada	2020-06-19
Jason Thurston	Salem, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Eli Forrester	Portland, OR	2020-06-19
dave ferber	STOCKTON, CA	2020-06-19
Wyatt Moore	Mcminnville, OR	2020-06-19
Jennifer VanCura	Vernonia, OR	2020-06-19
Seth Weisgerber	Hillsboro, OR	2020-06-19
Dylan Helphingstine	Eugene, OR	2020-06-19
Alan Xiong	Fresno, CA	2020-06-19
Dennis Hammer	Hillsboro, OR	2020-06-19
Patrick Wilson	Seattle, WA	2020-06-19
Phillip Schneeman	Portland, OR	2020-06-19
Justin Alvey	Saint Paul, OR	2020-06-19
Jake Key	Olathe, KS	2020-06-19
Glends Windsor	The dalles, OR	2020-06-19
Aaron Stagg	Gresham, OR	2020-06-19
Justin Lockwood	Eugene, OR	2020-06-19
Aaron Donaldson	Portland, OR	2020-06-19
Ken Acquin	Portland, OR	2020-06-19
Jesse Maxwell	Newberg, OR	2020-06-19
Tom Diehn	Sussex, WI	2020-06-19
Brian Laughery	Bend, OR	2020-06-19
Michael Kious	Portland, OR	2020-06-19
Benjamin Keeling	Bend, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Greg Gardner	Portland, OR	2020-06-19
Tyler Barto	Eugene, OR	2020-06-19
Terry Owen	Fairview, OR	2020-06-19
Logan Van Diepen	Reno, NV	2020-06-19
Caleb Henson	Lakeland, FL	2020-06-19
kevin carson	Portland, OR	2020-06-19
Tim Kuykendall	US	2020-06-19
Angelina Skinner	Saratoga Springs, NY	2020-06-19
Matthew Kanekoa	Washougal, WA	2020-06-19
Sean Hems	Portland, OR	2020-06-19
Dennis Taylor	Warren, RI	2020-06-19
Zachary Crist	Vancouver, WA	2020-06-19
Leland Spencer	Gresham, OR	2020-06-19
Tom Hollembaek	Rochester, NY	2020-06-19
Jeffrey Gordon	Pennellville, NY	2020-06-19
Ryan Benedict	Kirkville, NY	2020-06-19
Mark johansen	vancouver, WA	2020-06-19
Oren Bame	Salem, OR	2020-06-19
Sean Martin	Santa Rosa, CA	2020-06-19
Todd Beishline	Liverpool, NY	2020-06-19
Richard Longer	Sandusky, OH	2020-06-19
Mary Konsistorum	Annapolis, MD	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Lalah Brooks	Augusta, US	2020-06-19
Crystal Fussell	Asheboro, NC	2020-06-19
Sean Theriault	Portland, OR	2020-06-19
Pete Knight	Troutdale, OR	2020-06-19
Ryan Kennedy	Portland, OR	2020-06-19
Ian Gerrish	Stanwood, WA	2020-06-19
Justin Perrin	Fort Walton Beach, FL	2020-06-19
Scott Fromm	Saint Helens, OR	2020-06-19
Mathew Berglund	Beaverton, OR	2020-06-19
Craig Eno	Beaverton, OR	2020-06-19
Adam Haggerty	Baldwinsville, NY	2020-06-19
Jared Chilson	Sandy, OR	2020-06-19
Eileen Hollembaek	Jamesville, NY	2020-06-19
Torrey Tuft	Bend, OR	2020-06-19
Timothy Flanigan	Pensacola, FL	2020-06-19
Judd mydd	Portland, OR	2020-06-19
Ryan Perry	US	2020-06-19
Billie Riley	Queensbury, NY	2020-06-19
Sean Fry	Beaverton, OR	2020-06-19
Chad Wadsworth	Portland, OR	2020-06-19
Thomas Vose	Accident, MD	2020-06-19
Jayd Kanaziz	Allen Park, US	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Dustin Smith	Portland, OR	2020-06-19
Russell Clements	Norwalk, CA	2020-06-19
Julie Monroe-Falk	Beavercreek, OR	2020-06-19
Daniel Gordon	Canby, OR	2020-06-19
Jacqueline Crowell	Portland, OR	2020-06-19
darius walker	hickory, US	2020-06-19
Daniel Patterson	Salem, OR	2020-06-19
Mike Ruzicka	Bend, OR	2020-06-19
Ken Maitland	Longview, WA	2020-06-19
lorna doone	Portland, OR	2020-06-19
Valerie Holtz	Portland, OR	2020-06-19
Kyle Johnson	East Syracuse, NY	2020-06-19
Stevi Pittman	Redmond, OR	2020-06-19
JESSE HERRERA	Tonawanda, NY	2020-06-19
Paul Kull	Milwaukie, OR	2020-06-19
Thomas Deen	Hillsboro, OR	2020-06-19
Devin Carroll	Hood River, OR	2020-06-19
Brandon Luedtke	Gardnerville, NV	2020-06-19
jeff tannehill	irving, TX	2020-06-19
James Higgins	Oak Island, NC	2020-06-19
Erik Gilje	Seattle, WA	2020-06-19
Andre'a DELyria	Portland, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Jennifer Zaloznik	Estacada, OR	2020-06-19
Logan Robertson	Newberg, OR	2020-06-19
Joshua Rathkamp	Milwaukee, WI	2020-06-19
Chelsea Kramer	Beaverton, OR	2020-06-19
Luke Gordon	Canby, OR	2020-06-19
Keith shupp	Gresham, OR	2020-06-19
Christopher Hayes	Portland, OR	2020-06-19
Gregory Valdez II	Tualatin, OR	2020-06-19
Colin Gallison	Portland, OR	2020-06-19
Eric Dana	Beaverton, OR	2020-06-19
Christopher Graham	Portland, OR	2020-06-19
Josh williams	Vancouver, WA	2020-06-19
Alexis Reeder	Vancouver, US	2020-06-19
Barton C Snell	Lakeview, OR	2020-06-19
Jeff Cox	Gresham, OR	2020-06-19
Steve Lee	Beaverton, OR	2020-06-19
Lewis Daue	Portland, OR	2020-06-19
Anna Logan	Gladstone, OR	2020-06-19
Delvis Loiselle	Portland, OR	2020-06-19
Joseph King	Hillsboro, OR	2020-06-19
Jeff Mittl	Portland, OR	2020-06-19
kevin silver	Portland, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Anders Green	Gresham, OR	2020-06-19
Dale Palmer	Portland, OR	2020-06-19
Heather Smith	Plainfield, US	2020-06-19
Cooper Webster	Portland, OR	2020-06-19
Kyle Morgan	Vancouver, WA	2020-06-19
Dan Reynolds	Vancouver, WA	2020-06-19
Russell Perkins	Portland, OR	2020-06-19
Johann Wong	Driftwood, TX	2020-06-19
Eric Peterson	Tacoma, WA	2020-06-19
lea loiselle	Portland, OR	2020-06-19
Alvin Natarte	Vancouver, WA	2020-06-19
Steven Wright	Riddle, OR	2020-06-19
Tyler Samples	Portland, OR	2020-06-19
Micah Naish	Gladstone, OR	2020-06-19
kevin Madrid	Portland, OR	2020-06-19
Brent Kress	Beaverton, OR	2020-06-19
Brandon Lee	Lake Oswego, OR	2020-06-19
Ted Stevens	Eugene, OR	2020-06-19
Chad Nash	North Las Vegas, NV	2020-06-19
Tony Rains	Portland, OR	2020-06-19
Rich Ray	Portland, OR	2020-06-19
Cecilia Welsh	Columbia, US	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Monica Wayne	Rye Brook, US	2020-06-19
Michelle Taylor	Des Moines, IA	2020-06-19
Chase Linsley	Wilsonville, OR	2020-06-19
Anthony Vera	Sierra Vista, AZ	2020-06-19
Dora Olsen	Oregon City, OR	2020-06-19
Allen (BigAl) Babikoff	Vancouver, WA	2020-06-19
Shane Whitehead	Hubbard, OR	2020-06-19
Jacqueline Ruiz	Santa Ana, US	2020-06-19
Joe Walker	Portland, OR	2020-06-19
Melanie Murphy	Syracuse, NY	2020-06-19
Dean Thomas	Portland, OR	2020-06-19
Marcia Lopez	Lawrenceville, US	2020-06-19
Tommy Yang	Sheboygan, WI	2020-06-19
Thomas Nast	Portland, OR	2020-06-19
Scott Dalton	Anaheim, CA	2020-06-19
Nathan Thorsell	Simpsonville, SC	2020-06-19
Jeff Heider	Seaside, OR	2020-06-19
David Martin	Portland, OR	2020-06-19
Peter Ward	Redwood City, CA	2020-06-19
Jeremy Cunnington	Abbotsford, Canada	2020-06-19
Shane Theriault	Florence, OR	2020-06-19
Eddie Sanz	Monterey, CA	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Ian Clark-Williams	Tigard, OR	2020-06-19
Dj Hazell	oregon city, OR	2020-06-19
Jordan Baner	Saint Louis, MO	2020-06-19
Jason Caney-Peterson	Portland, OR	2020-06-19
Brian Rapp	Colorado Springs, CO	2020-06-19
Sergio Martinez	Gold Beach, OR	2020-06-19
Phillip HICKEY	Portland, OR	2020-06-19
Helen Loiselle	Port Charlotte, FL	2020-06-19
Mat Owens	Portland, OR	2020-06-19
Gabriel Neustadt	Vallejo, CA	2020-06-19
Rodan Atchley	The Dalles, OR	2020-06-19
Derek Albertson	Lodi, US	2020-06-19
Brian Luevano	Beaverton, OR	2020-06-19
Christopher Metz	Tucson, AZ	2020-06-19
Jacob steely	Stockton, CA	2020-06-19
Dustin Adkins	Portland, US	2020-06-19
Brandon Davison	Bend, OR	2020-06-19
Danny Corbett	Stockton, CA	2020-06-19
Ian Shade	Victoria, Canada	2020-06-19
Eric Kuusisto	Portland, OR	2020-06-19
Natasche Legg	Portland, OR	2020-06-19
Caleb Smith	Galt, CA	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Marci Monaco	Battle Ground, WA	2020-06-19
Eric Henderson	Bend, OR	2020-06-19
Timo Pizana	Sacramento, CA	2020-06-19
Leah Outland	Pembroke, KY	2020-06-19
Kevin Alexander-OConnor	West Linn, OR	2020-06-19
Joe Winn	Wood Village, OR	2020-06-19
DARREN NITZ	Buckeye, AZ	2020-06-19
Zachary Gardner	West Linn, OR	2020-06-19
Brody Cannon	Portland, OR	2020-06-19
Anna Diaz	Portland, OR	2020-06-19
Kati Zonner	Westerville, US	2020-06-19
Sean Roggiero	Portland, OR	2020-06-19
Christopher Lee Bowser-Richardson	Dallas, US	2020-06-19
Sharon Pettit	Portland, OR	2020-06-19
Rick Hollembaek	Syracuse, NY	2020-06-19
Matthew Coates	Portland, OR	2020-06-19
Emma Arnot	Fairview, OR	2020-06-19
Mark Firth	Niles, MI	2020-06-19
James Covey	Sacramento, CA	2020-06-19
Dustin Hobbs	Clackamas, OR	2020-06-19
Isaac Mattison	Portland, OR	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Terran Ahern	Jacksonville, OR	2020-06-19
Aaron Battle	Beaverton, OR	2020-06-19
Josh Steele	Bend, OR	2020-06-19
Daniell Hazell	Hillsboro, OR	2020-06-19
Jessie Long	Fresno, CA	2020-06-19
Paul Ricker	Portland, OR	2020-06-19
Erica Salinas	Stockton, CA	2020-06-19
Brad Wong	Hamburg, NY	2020-06-19
John Berry	Portland, OR	2020-06-19
Christopher Cimino	Portland, OR	2020-06-19
Roxanne Crooks	Carmichael, CA	2020-06-19
Matthew Aguilera	Grass valley, CA	2020-06-19
Robert Mccue	Fuquay Varina, NC	2020-06-19
Alyssa Chorpenning	Portland, OR	2020-06-19
Michael Myers	Beaverton, OR	2020-06-19
christopher mangan	Portland, OR	2020-06-19
Jason Kropf	Goldendale, WA	2020-06-19
Andrew VonHoldt	Bettendorf, IA	2020-06-19
Santiago Marquez	Sherwood, US	2020-06-19
Tyler Barchek	Centerville, OH	2020-06-19
Spencer Potter	oregon city, OR	2020-06-19
Kris Richie	Seattle, WA	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
joelle noime	Elk Grove, US	2020-06-19
Jonathan Daue	Gresham, OR	2020-06-19
Hugo Guinan-Blaney	Sacramento, CA	2020-06-19
Murray Prictor	Troutdale, OR	2020-06-19
Hazel Ochoa	Camarillo, CA	2020-06-19
Mathew Mclean	Gresham, OR	2020-06-19
Josh Schmidt	Rocklin, CA	2020-06-19
Allan Howton	Wilton, CA	2020-06-19
Vicki Revak	Newcastle, CA	2020-06-19
Brendan Kelly	Portland, OR	2020-06-19
Michelle Pineda	Cartersville, US	2020-06-19
Stacey Boyd	Vancouver, WA	2020-06-19
Taylor Unis	Troutdale, OR	2020-06-19
Jesse Garcia	Sacramento, CA	2020-06-19
Brandon B	Troutdale, OR	2020-06-19
Jboodka pitts	Greensboro, NC	2020-06-19
Brenda Howt	Folsom, CA	2020-06-19
Brian Lafferty	Stockton, CA	2020-06-19
Coltrain Watkins	Keller, US	2020-06-19
Patti gillespie	Sandy, OR	2020-06-19
adriana berduo	Atlanta, US	2020-06-19
Chris smith	Ames, IA	2020-06-19

<b>Name</b>	<b>Location</b>	<b>Date</b>
Trace Kiersnowski	Sanford, FL	2020-06-19
Alan Peterson	Appleton, WI	2020-06-19
Quentin Riddle	Tucson, AZ	2020-06-19
Nanette Houghton	Portland, OR	2020-06-19
Anthony Escarcega	Portland, OR	2020-06-19
Benjamin Bennett	Beaverton, OR	2020-06-19
Tiffanie Gravening	Portland, OR	2020-06-19
Stephen Phillips	Molalla, OR	2020-06-19
Zach Adams	Portland, OR	2020-06-19
Ryan Kinney	Duluth, US	2020-06-19
Zach Wallace	Albany, OR	2020-06-19
Dillon Gassaway	Tucson, AZ	2020-06-19
Brett Stoddard	Sherwood, OR	2020-06-19
Matt Franke	Hillsboro, OR	2020-06-20
Christopher ray	Portland, OR	2020-06-20
Alexander Steffenhagen	Rochester, NY	2020-06-20
aj bro	Saint Charles, MO	2020-06-20
David LaPlant	Hillsboro, OR	2020-06-20
Gene Joo	Troutdale, OR	2020-06-20
Nathan Pinnick	Portland, OR	2020-06-20
Jamie Berry	Portland, OR	2020-06-20
Ryan Kimberling	Tacoma, WA	2020-06-20

<b>Name</b>	<b>Location</b>	<b>Date</b>
Shioan Oudinot	Portland, OR	2020-06-20
Juan Amaral	Silverton, OR	2020-06-20
Astarte' Rainbow	Portland, OR	2020-06-20
KC Bellin	Lincoln, US	2020-06-20
Craig Nielsen	Hillsboro, OR	2020-06-20
Michael Grummert	Portland, OR	2020-06-20
David Pope	Portland, OR	2020-06-20
Hassan Malik	Winston Salem, US	2020-06-20
aubrie wilkinson	Orlando, US	2020-06-20
Jason Alday	Frisco, TX	2020-06-20
Drake Benedict	Roseville, CA	2020-06-20
Bryan Mashuq	Canonsburg, US	2020-06-20
Deidre Laughlin	US	2020-06-20
zoe hill	Northville, US	2020-06-20
David Daviau	Tacoma, WA	2020-06-20
Geoff Goldspink	Gresham, OR	2020-06-20
Tyler McBride	Gresham, OR	2020-06-20
Cindy  Wood	Gresham, OR	2020-06-20
Bary Ennis	Lathrop, CA	2020-06-20
Scott Varenas	Portland, OR	2020-06-20
Lenny Beartusk	Seattle, WA	2020-06-20
John Osborn	Shelby, NC	2020-06-20

<b>Name</b>	<b>Location</b>	<b>Date</b>
Martin McBride	Vancouver, WA	2020-06-20
Aaron Sparks	Gresham, OR	2020-06-20
Alexandra Morgan	Nashville, US	2020-06-20
Ben Stoutsr	Antelope, CA	2020-06-20
Chris Smolen	Portland, OR	2020-06-20
Colleen Wright	Portland, OR	2020-06-20
Justin Ruljancich	Portland, OR	2020-06-20
Kody Oneil	Corvallis, OR	2020-06-20
Jeff Snedden	Modesto, CA	2020-06-20
Chris Olds	Portland, OR	2020-06-20
Joji John	Fair Oaks, CA	2020-06-20
Logan Korman	Columbia, SC	2020-06-20
Daniel holm	Portland, OR	2020-06-20
Tobin Engen	Beaverton, OR	2020-06-20
Josh Marcella	Beaverton, OR	2020-06-20
Håkon Kippernes	Oslo, Norway	2020-06-20
Chad Berg	Portland, OR	2020-06-20
Joel Fowler JR.	Woodburn, OR	2020-06-20
Lauren Montgomery	Portland, OR	2020-06-20
Scot Condry	Portland, OR	2020-06-20
Larque Goodson	Portland, OR	2020-06-20
Ethan Searls	Damascus, OR	2020-06-20

<b>Name</b>	<b>Location</b>	<b>Date</b>
Zoe Alson	Bellingham, US	2020-06-20
Rob Cellini	Portland, OR	2020-06-20
Lauren Gebhart	McMinnville, US	2020-06-20
Josh Dearing	Vancouver, WA	2020-06-20
Shawn Miller	Newberg, OR	2020-06-20
Cory Groves	Oblong, IL	2020-06-20
Manny Lopez	Eugene, US	2020-06-20
Kenny Lydy	Sacramento, CA	2020-06-20
Mark Smithson	Orangevale, CA	2020-06-20
Jake Krzeczowski	Portland, OR	2020-06-20
Colin Holcombe	Riverview, US	2020-06-20
Jonas Perrin	Portland, OR	2020-06-20
Rachelle Coe	Milwaukie, OR	2020-06-20
Josh Nearing	Salem, OR	2020-06-20
Gunnar Gartman	St. Helens, OR	2020-06-20
Frank Widdifield	Stockton, CA	2020-06-20
Milagros Munoz	Merced, US	2020-06-20
Jennifer Cartwright	Portland, OR	2020-06-20
Keane Maloney	Portland, OR	2020-06-20
Erick Dunn	Portland, OR	2020-06-20
Joseph Baughman	Gresham, OR	2020-06-20
Camren Weigand	Lakeport, US	2020-06-20

<b>Name</b>	<b>Location</b>	<b>Date</b>
Eliana Cisneros	Portland, OR	2020-06-20
Julie barbo	Portland, OH	2020-06-20
Denice Lindsey	Lakeview, OR	2020-06-20
Margit Jameson	Portland, OR	2020-06-20
John Estrada	Van Nuys, US	2020-06-20
Robert Chapman	Elk Grove, CA	2020-06-20
Montserrat Gonzalez	Los Angeles, US	2020-06-20
Cece Athelus	Decatur, US	2020-06-20
Liberty adams	Portland, OR	2020-06-20
Steven McClure	Portland, OR	2020-06-20
Aaron Wagman	Los Altos, CA	2020-06-20
Barry Byers	Oakville, Canada	2020-06-20
Samuel Wagman	Ellicott City, MD	2020-06-20
Kathryn Boyd	Portland, OR	2020-06-21
Luis Evora	Downey, US	2020-06-21
David Shircore	Tucson, AZ	2020-06-21
Michelle Echeverria	South Gate, US	2020-06-21
Karen Incorvaia	Rutherford, NJ	2020-06-21
Ryan Walrod	US	2020-06-21
Braulio Vazquez	Stockton, CA	2020-06-21
Cody Hartman	Beaverton, OR	2020-06-21
Ian Linke	Portland, OR	2020-06-21

<b>Name</b>	<b>Location</b>	<b>Date</b>
Terry Miles	Fort Worth, US	2020-06-21
Matthew Ramos	Eugene, OR	2020-06-21
Tuyet Nguyen	Lexington, US	2020-06-21
Rosa Reilly	Palm Coast, US	2020-06-21
Kelln Pippert	Fairview, OR	2020-06-21
James Hardy	Chicago, US	2020-06-21
Carmen Reichard	Livingston, TN	2020-06-21
Alvin Weldon	Cordele, US	2020-06-21
Tracy Elston	Rochester, NY	2020-06-21
Melanie Lopez	Huntsville, AL	2020-06-21
Alejandro Duenas	Rocklin, CA	2020-06-21
Elijah Mandel	Albany, OR	2020-06-21
Jeffrey Nearing	Seattle, WA	2020-06-21
Brandon Donnelly	Portland, OR	2020-06-21
Tracie Walliker	Portland, OR	2020-06-21
Sammy Kac	US	2020-06-21
Darrell Johnson	Roanoke Rapids, US	2020-06-21
keola Kirkwood	Portland, OR	2020-06-21
Van Le	Seattle, US	2020-06-21
Diego Herrera	Bakersfield, US	2020-06-21
Scott Beasley	Portland, OR	2020-06-21
Chris Reynolds	Happy Valley, OR	2020-06-21

<b>Name</b>	<b>Location</b>	<b>Date</b>
Kenneth Barrett	Dallas, US	2020-06-21
Brian Adams	Gresham, US	2020-06-21
Anthony Ohl	Gladstone, OR	2020-06-21
Finessa Creese	New York, US	2020-06-21
lauryn paulus	Hillsboro, US	2020-06-21
Cecilia Cervantes	Los Angeles, US	2020-06-21
Saphire Salazar	Hesperia, US	2020-06-21
Mark Olsen	West Linn, OR	2020-06-21
Cameron Bogdan	New York, US	2020-06-21
Tammy Nguyen	Cherry Hill, US	2020-06-21
Christopher Tricker	Sacramento, CA	2020-06-21
Angela Poff	Portland, OR	2020-06-21
Fayebien Langford	Newark, US	2020-06-21
Michelle Lerida	Garden City, US	2020-06-21
Ariana Zadorin	Pearl River, US	2020-06-21
Phil Shane	Boise, ID	2020-06-21
Attison Batten	Altoona, US	2020-06-21
Mia Kuhn	Winchester, US	2020-06-21
Ajaz Syed	Lake Oswego, OR	2020-06-21
Luca Catoline	Oakland, US	2020-06-21
Valerie Grubb	Tempe, AZ	2020-06-21
Ruby long	Sacramento, CA	2020-06-21

<b>Name</b>	<b>Location</b>	<b>Date</b>
Keyth Howell	Portland, OR	2020-06-21
Joshua Yaar	Lexington, US	2020-06-21
Thomas Dooley	Gresham, OR	2020-06-21
Chalia Burton	Brunswick, US	2020-06-22
Mari Cole	San Diego, US	2020-06-22
Samira Mohamed	Minneapolis, US	2020-06-22
Betsy Butner	Tucson, AZ	2020-06-22
Josiah Nelson	Vancouver, WA	2020-06-22
Max Mulkey	Portland, OR	2020-06-22
Julia McKe	Kailua, US	2020-06-22
Jason Nibblett	Beaverton, OR	2020-06-22
Dwight Carlisle	Portland, OR	2020-06-22
Kemoni Davis	Phoenix, US	2020-06-22
Molly Thompsen	Burke, VA	2020-06-22
Dan Davis	Portland, OR	2020-06-22
Amber Perkins	Gresham, OR	2020-06-22
Mike Marain	Portland, OR	2020-06-22
Jaimara Silva	Harrisburg, US	2020-06-22
Kelly White	Pepperell, US	2020-06-22
Michael Marsh	Wilsonville, OR	2020-06-22
Brian Goodmurphy	Washington, MI	2020-06-22
Ebony Lafayette	Charleston, US	2020-06-22

Name	Location	Date
Kyle Klopp	Eugene, OR	2020-06-22

Recipient: The City of Troutdale

Letter: Greetings,

The Confluence DGC,

THERE WERE CONCERNS THAT TRASH AND PARKING WOULD BE AN ISSUE WITH THIS NEW DISC GOLF COURSE. PLEASE SIGN THIS PETITION TO LET THE CITY OF TROUTDALE UNDERSTAND HOW MANY PEOPLE SUPPORT THIS PROJECT, AND THAT YOU DO NOT SUPPORT THOSE WHO LITTER AND PARK THEIR VEHICLES WITH NO REGARD FOR OTHERS.

# Comments

Name	Location	Date	Comment
Keith MacLeod	Vancouver, WA	2020 06 18	"Disc golf is a healthy activity for members of our community, and I support access to more courses for everyone."
Cay Gies	Rexburg, ID	2020 06 18	"Disc Golf is a wonderful activity to enjoy the beautiful outdoors and meet other members of the community"
Brandon Gohner	Portland, OR	2020 06 18	"I've been a public employee since 2012, and I support disc golf courses. They're a great way for folks and families to be outside and get exercise safely and build skills and coordination, with very little personal investment. In my experience, having clear expectations about litter and parking, and support from local leaders and course goers, keep these courses safe and clean! Please support this disc golf course."
Bradley Bowman	Syracuse, NY	2020 06 18	"I won't discuss with or to erate others that litter and waste those out in my card if they happen to "forget" a can or bottle as they pay"
John DeBock	Gresham, OR	2020 06 18	"Great for the community"
Charlie Teessen	Portland, OR	2020 06 18	"This course design and location will be a needed resource for amateur and beginner disc golfers as well as families introducing the sport to children."
Sean Deohery	Corvallis, OR	2020 06 18	"Disc golf"
Pau Compton	Beaverton, OR	2020 06 18	"Disc golf is a great outdoor sport!"
Jeff Hagerty	Troutdale, OR	2020 06 18	"This property is about 2 miles from the house I recently bought in Troutdale. I can't wait to help get this in the ground. Disc Golf is a great, inexpensive outdoor activity for all ages."
David Waters	Vancouver, WA	2020 06 18	"We need more places to play"
Red Verner	Eugene, OR	2020 06 18	"I make a practice of visiting as many disc golf courses in Oregon that I can. I will definitely be making a trip up to Troutdale to play this course first go around. Without the course, I won't be coming to Troutdale and spending money at local businesses."
Sheila Arnot	Crescent City, CA	2020 06 18	"I want change in the USA. We all need to love each other."
Jacob Lahn	Vancouver, WA	2020 06 18	"Keeping youth involved in healthy activities is one of the most important things we could do for them and disc golf is a healthy alternative for kids that may not be so athletic. This sport has saved my life from going back to making bad decisions and giving away my support into this sport and making new courses."
Sheena Hathcock	Portland, OR	2020 06 18	"I"
Landis Taylor	Portland, OR	2020 06 18	"My love of disc golf and the community it creates is amazing"
Kristen Taylor	Weaverville, CA	2020 06 18	"It is a positive change for this area!!"

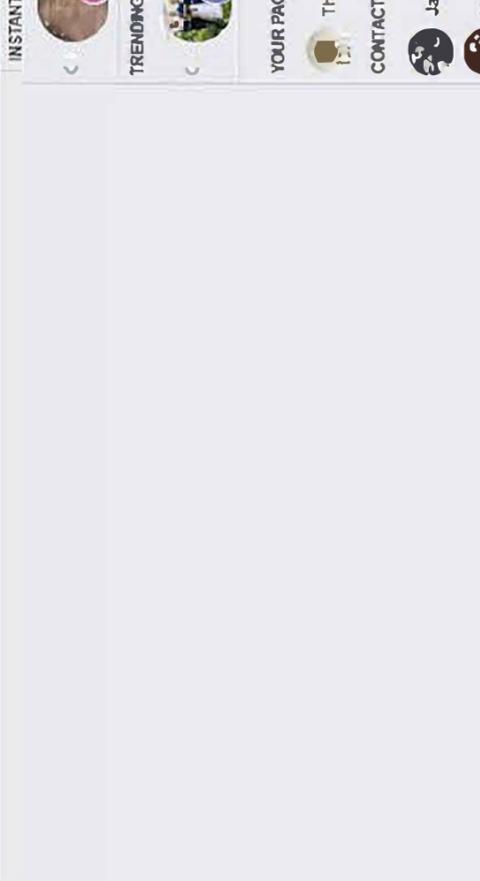
Name	Location	Date	Comment
a za ewsk	Port and, OR	2020 06 18	"D sk go f s fun"
Marcus Burks	Bor ng, OR	2020 06 18	"Boomd gg ty!!!"
eremy T man	Port and, OR	2020 06 18	"Love to p ay d sc and I a ways c ean p"
Matt Ford	Port and, OR	2020 06 18	"Not enough courses n Port and"
Dom n c Lenzo	Port and, OR	2020 06 18	"There are not near y enough d sc go f courses n the Port and metro area. It s the u t mate ow ncome recreat on. P ease a ow th s course to be bu t!"
Brad R ch	Sa em, OR	2020 06 18	"I wou d ke to see d sc go f spread throughout Oregon."
Shawn Mooney	Port and, OR	2020 06 18	"Because free outdoor act v t es are a re ax ng way to spend your day. 💎"
Donn e Brummer	Sa nt He ens, OR	2020 06 18	"For fam es to have a needed act v ty"
Zame Broer	Vancouver, WA	2020 06 18	"I ove d sc go f and want to do my part to he p grow the sport!"
Aj Hard n	Port and, US	2020 06 18	"I m s gn ng th s because d sc go f br ngs secur ty, better hea th, fun act v t es and compet t on to our commun ty."
osh Hard n	Port and, OR	2020 06 18	"A new d sc go f park w br ng revenue to oca bus nesses n th s t me of need. A so s a great way for the youth of the commun ty to earn somth ng new and get exerc se outdoors."
an ne Gunn	Batt e ground, WA	2020 06 18	"I ove d sc go f! And I ove the Earth! Pack t n pack t out, and park ng n our des gnated spaces s a sma pr ce to pay for the pr v ege to p ay!"
esse Logan	US	2020 06 18	"I ove d sc go f."
Steven Wa grave	Beaverton, OR	2020 06 18	"I ove the sport and t s so hea thy, espec a y for us ret red fo ks."
Kev n R chwa sk	US	2020 06 18	"D scgo f s a great act v ty for the commun ty. Can eas y be p ayed w th soc a d stance"
Chase Mcm n	Sa em, OR	2020 06 18	"I ove d sc go f"
A sha Ho and	Port and, OR	2020 06 18	"My s gn ficant other s an av d d sc go fer and the exerc se and t me w th h s fr ends s an mportant for a happy and hea thy fe."
Robert Krogstad	Troutda e, US	2020 06 18	"Troutda e needs a good who esome venue for d scgo f"
Denver acoby	Port and, OR	2020 06 18	"For the ove of d sc go f"
He d Prokop	Port and, OR	2020 06 18	"D sc go f s a fam y fr end y sport that peop e of a ages wou d enjoy. It wou d be a wonderfu add t on to Troutda e. As someone who has v s ted most of the oca d sc go f courses n the area over the years, trash has never been an ssue that I have come across. Most d sc go fers are very respectfu to the courses and take pr de n ts upkeep."

Name	Location	Date	Comment
Andrew Boye	Camas, WA	2020 06 19	"Most disc golfers are the opposite of trash-eating bums! I think they will find the park better off with a course"
Michael Lowe	Gresham, OR	2020 06 19	"I'm signing because disc golf is a growing sport. Not only growing in size but helps people grow closer together. These sports brings people of all kinds together to have fun."
Sam Williams	Wams, US	2020 06 19	"Disc golf is an equal opportunity sport. It's super fun and should be encouraged! All classes, ages and genders can enjoy.. It keeps open spaces from being trashed."
John Byers	Wilmington, NC	2020 06 19	"Discs such an amazing and fun outdoor activity with family and friends!"
Fred H	Hastings, NY	2020 06 19	"I'm signing this because of how much enjoyment, exercise and camaraderie I have gotten from the game. Hope that others get to enjoy this positive experience."
Tarek Zaher	Boring, OR	2020 06 19	"One of the fastest growing sports in the world, disc golf is quickly becoming one of the most popular outdoor recreational activities across nearly all age groups. A new course will undoubtedly bring a significant boost in revenue to local restaurants, taverns, coffee shops, gas stations, convenient stores, etc... certainly enough to offset the costs of creating and maintaining the course. Disc golf gets kids outside, brings families together, and encourages athleticism, concentration, and comradery. Generally speaking, disc golfers share a common goal to maintain the cleanliness of our parks... the trash one might find at a disc golf course is typically the result of bums who loiter in the parks, not careless disc golfers. I believe that a course in the proposed location would be respected and maintained by the disc golf community."
Nebae	Gresham, OR	2020 06 19	"Nebae"
Barb Day	Gresham, OR	2020 06 19	"My son loves this sport!"
Avery Hetpas	Kirksv, US	2020 06 19	"It would be amazing for my family and area for a disc golf location"
Jason Schenandoah	Canastota, NY	2020 06 19	"I would be more influenced to spend my vacation dollars to tour this location, bringing more stimulus to the local economy."
David Kramer	Ashland, OR	2020 06 19	"I'm signing because I believe a disc golf course is a great temporary use of what is otherwise a rock quarry. There are many disc golfers that are very tidy, willing to volunteer to clean the surrounding area to keep it nice. I'd be stoked for a course to be out here. Thank you."
Thomas Weremebe	Basden, U.S. Outlying Islands	2020 06 19	"Disc Golf is a great Family game!"
Joseph Hetchcock	Portland, OR	2020 06 19	"Because disc golf is life,"
Travis Hodgdon	Washouga, WA	2020 06 19	"For the love of disc golf"

Name	Location	Date	Comment
Charles Coleman	Portland, OR	2020 06 19	"The majority of the disc golf community would be more likely to take trash away than to leave it, this course would be a great addition to the area."
Brandon Jensen	Portland, OR	2020 06 19	"This needs to be a course! The disc golfers in the area are about respect"
Chris Rader	Kalama, WA	2020 06 19	"Disc golf is badass and needs the space just like a golf course would."
Tammy Shofner	Syracuse, NY	2020 06 19	"I am an avid disc"
GREGORY WALTER	Eugene, OR	2020 06 19	"Everyone needs a place to go play disc golf"
Anderson Acquin	Portland, OR	2020 06 19	"I Believe disc golf courses increase the economy in the areas they are located. The high foot traffic decrease crime. Disc golf courses bring out families and provide young people with a sport they can play for free."
Eric Cranda	Portland, OR	2020 06 19	"Troutdale has an idea location for a new disc golf course. The economic positives and increased use of an vacant lot make this a no brainer for the troutdale community. Dabney already makes Troutdale a disc golf destination. With a 2nd course, they would really cement the legacy in the disc golf community."
Faon Smith	US	2020 06 19	"I love the sport and know that we are all very committed to keeping our courses clean. No one wants to play on a trashed course"
Jeffrey Auman	Prescott, AZ	2020 06 19	"Disc Golf is a sport that crosses so many lines; social, economic, racial, sexual, (?) religious. It's a sport to be enjoyed by many."
Leo Ackerman	Eagle Creek, OR	2020 06 19	"I'm a disc golfer and would love to play more courses and get more people out to play the sport I love."
Con McBride	Pittsburgh, PA	2020 06 19	"I am signing because I disagree with the "trash and parking" reasoning. This part of the city doesn't have much traffic that isn't already local, and the response apparently displays that the councilors believe disc golfers are litterbugs... Lame argument that definitely is contrary to truth and an overgeneralization. This park would add value to the city, I've been in my mind's decision due to lack of much anything other than the soup kitchen and an old newspaper factory near there. Come ON! This course should be built, it will be a BOON to downtown. Our mayor doesn't want us to be successful, so, no wonder they'd try and deny this over such irrelevant concerns as trash!"
Paula Scarce	Portland, OR	2020 06 19	"I know the difference between right and wrong!!"
Michael Graham	US	2020 06 19	"I love disc golf"
Paul Carey	Fairview, OR	2020 06 19	"I've got you, brother! I share the and tag some other golfing friends!"
Michael Marks	Washington, D.C., DC	2020 06 19	"This sport provides safe and athletic activities for many who want to be active and without having to travel too far. Many positive roles

Name	Location	Date	Comment
			mode s who do a ot for the r commun ty p ay d sc go f. As we a know, pos t v ty n these t mes s a must!"
Shae Lynn Tyson	Aurora, OR	2020 06 19	"I want to p ay on as many Oregon D sc go f courses as poss b el!"
m Rose	H sboro, OR	2020 06 19	"Because M ke L kes t."
dave ferber	STOCKTON, CA	2020 06 19	"D sc Go f s popu ar form of recreat on and shou d be fac tated w th the b ess ngs of oca governments"
Sean Mart n	Santa Rosa, CA	2020 06 19	"I am exc ted to have another course n the area. Wou d g ve me a reason to go to the out ets and surround ng area."
M ke Ruz cka	Bend, OR	2020 06 19	"D sc Go f s a great sport for a ages...great stewards of the env ronment and a benefit to any commun ty"
Dev n Carro	Hood R ver, OR	2020 06 19	"Lets goooooo! Th s w be great for peop e gett ng nto the sport and after work games."
jeff tanneh	rv ng, TX	2020 06 19	"Th s c ty needs a d sc go f course!"
Andre a DELyr a	Port and, OR	2020 06 19	"D sc go f s a hea thy act v ty that supports the commun ty."
L sa Peterson	port and, OR	2020 06 19	"The deve opment of an m d eve , free to p ay course n s exact what the East County d sc go f commun ty needs. There are so many that want to be stewards of the sport because t prov des year round exerc se, and soc a y d stant camarader e. We are go ng to protect the park we and throw ove to our east county bus ness. ne ghbors."
ohann Wong	Dr ftwood, TX	2020 06 19	"D sc go f for fe! Grow the sport!"
R ch Ray	Port and, OR	2020 06 19	"We need more d sc go f courses! It s the perfect soc a d stanc ng act v ty, and d sc ho ders are genera y extreme y respectfu of the and they p ay on and pack out what the pack n!"
Thomas Nast	Port and, OR	2020 06 19	"A d sc go f course wou d be a we come add t on to the Troutda e area and the course wou d be a respons b e and env ronmenta y sound use of the property."
Nathan Thorse	S mpsonv e, SC	2020 06 19	"Nathan Thorse "
Ph p HICKEY	Port and, OR	2020 06 19	"Th s w br ng commun ty together and the DG commun ty s c ean and respectfu "
Derek A bertson	Lod , US	2020 06 19	"Great sport super fun for peop e of a ages And from what I've persona y w tnessed overwhe m ng percentage of d sc go f p ayers are 100 percent ant tter"
Br an Luevano	Beaverton, OR	2020 06 19	"Th s wou d be a great opt on for peop e to get exerc se and enjoy the outdoors"
Dust n Adk ns	Port and, US	2020 06 19	"I ove d sc go f"
Er c Kuus sto	Port and, OR	2020 06 19	"Th s w br ng peop e to the area."

Name	Location	Date	Comment
Eric Henderson	Bend, OR	2020 06 19	"Disc golf saved my life"
Isaac Mattson	Portland, OR	2020 06 19	"Most disc golfers know wouldn't leave trash and in fact, usually pick up trash they find from other people."
Ayssa Chorpennig	Portland, OR	2020 06 19	"Ohh berry s mah babe"
Christopher Mangan	Portland, OR	2020 06 19	"Disc golf helps the community"
Aaron Howton	Watson, CA	2020 06 19	"Aaron Howton"
Stephen Phillips	Moapa, OR	2020 06 19	"The majority of disc golfers behave in a very respectful and professional manner."
Astarte Rainbow	Portland, OR	2020 06 20	"We do NOT need another golf course. Plant gardens for food."
Dedre Laughlin	US	2020 06 20	"We need this"
Tyler McBride	Gresham, OR	2020 06 20	"I love disc golf and it's great for the community"
Lberty adams	Portland, OR	2020 06 20	"More parks, More fun!"
Kathryn Boyd	Portland, OR	2020 06 21	"I want to"
Matthew Ramos	Eugene, OR	2020 06 21	"Love disc golf"
Ruby Ong	Sacramento, CA	2020 06 21	"Disc golf is a great family sport!"



Joined ▾ ✓ Notifications Share ... More

### New Troutdale DGC Volunteers Page

- About
- Discussion
- Announcements
- Rooms
- Members
- Events
- Photos
- Files
- Group Insights
- Watch Party
- Moderate Group
- Group Quality

Search this group

Shortcuts

- New Troutdale DGC Vol...
- A group where we ...
- Disc Golf Valley Pl...
- Disc Golf Dyers
- CNY Disc Golf
- DISC GOLF OR DIE!
- Dabney Doubles
- Stumpdown Disc Golf

**HISTORY**

Group created on May 30, 2020

Name recently changed from Troutdale disc golf course build volunteers

See More

**About This Group**

**Description**

This group is intended to get a group of 25 or more people together to build a new course in Troutdale behind the outlet mall. Troutdale's small businesses are in need and the city wants a healthy and positive presents there.... See More

**Public**  
Anyone can see who's in the group and what they post

**Visible**  
Anyone can find this group

**General**

**CATEGORIZE POSTS**

Add topics to posts to help group members find the information they're interested in.

+ Create Topic X

**INVITE MEMBERS**

Embed Invite

+ Enter name or email address...

**INVITE FRIENDS**

Ask your friends to join the group and add to the discussion.

- Kathryn Lauren
- Puanani Leali-Liess
- Cazolyn E MacDonald
- Kevin Madrid
- Mar Schroeder
- Joshua Jones
- Tanya M Sanders

**Recommended by the Admins · 0**

Recommend an Existing Group

**Members · 135**

Jason, Zackary and 6 other friends are members.

**Admins**

Steve and Jason are admins.

**RECENT GROUP FILES**

THE CON · BUSINESS PETITION-1.docx

Updated on Saturday

**YOUR PAGES**

The Confluence Pop-Up

**CONTACTS**

- Jason Hardin
- Mar Stewart
- Kathryn Lauren
- Mitch Fagan
- Lisa Burrett-Lobbs
- Neil Saaley
- Tanya M Sanders
- Kat Roberto
- Thomas Tagliareri
- Brogan Miller
- Brian Langdon Jr
- Michael Benjami
- Leslie Sherman Ze...
- Kelly Lightning
- Blaine Boardway

**GROUP CONVERSATIONS**

- Kathryn, Mary
- Kobbs

**MORE CONTACTS (21)**

- Andy Crespel
- Andy Simchik
- Ashley Erush



**David A. Muñoz** What if Stumptown DGC and members commit to some form of community service to keep that area relatively clean?

Like · Reply · 4d



**Steve Zebrowski** David A. Muñoz that would help tremendously. I will mention it to the city.

Like · Reply · 4d



**David A. Muñoz** Yeah, we have work parties for upkeep and improvement of local courses, why not dedicate some energy to more urban courses to keep things neater and tidier for those that live and work in these neighborhoods? Signage to "Pick up trash!" is fine, but boots on the ground dedicated for the purpose of actually keeping the neighborhood and course clean sure sounds more pro active.

Like · Reply · 4d



**Steve Zebrowski** David A. Muñoz I will quote you on this and use this comment as one of our exhibits if that's alright.

Like · Reply · 4d



**Chad Skroch** Absolutely, you guys are thinking the right way. This has been a problem for far too long. Public perception is key. These conversations are important. Probably the best way to spread the word! Loved the petition. Our community will have to police ourselves. Call people out, in the spirit of our new courses! Let's do that for the future of DG in our state. Good call Aaron!

Like · Reply · 4d



## Exhibit B

June 23, 2020 Council Mtg. Minutes

Regarding the CAC's recommendation to the City Council to not forward "Top Three Voting" to the voters as a ballot measure, I believe their recommendation is flawed on a couple of different levels. As far as the actual vote totals, at least three of the NO voters had indeed signed my petition. Of course, it could be argued that the basis for that was that they were okay with the voter initiative route, but not a Council-submitted measure. You'd have to ask them individually if that was their thinking. Also, from my personal experience having walked door-to-door on nearly every street in Troutdale, those 8 of 11 votes are not representative of the citizens of Troutdale overall. If my reception on the streets of Troutdale had been the same as the CAC's response, I would have hung up my clipboard the first month! On the contrary, I was receiving very positive feedback and encouragement. Of course, not everyone signed for various reasons, but the number of those who were actually opposed to the idea of either the method itself or putting it to the voters was insignificant.

The second aspect of the recommendation is that most of the discussion around "Top Three Voting" seemed to be driven by whether or not individual committee members personally approved of "Top Three Voting", although I still have questions as to whether every member fully understood the difference between "Top Three Voting" and elect-by-position. The question put before the CAC, as moved by the City Council on Jan. 28<sup>th</sup>, wasn't really being adhered to as to what was being asked. To quote "I move that we refer the question of whether top three voting should appear on the November ballot for Troutdale to the Citizens Advisory Committee for comments and recommendation". The question wasn't whether they approved or disapproved of "Top Three Voting", but rather should the voters be provided with the opportunity to make the determination of which method they preferred going forward.

There were numerous questionable or contradictory comments made by committee members, but I took note of two in particular. One example was an opinion expressed by Chair Knight when he said "If this is more than just a handful of people that were really wanting this then I think the voters would sign, and stand up and sign the petition to get this on the ballot."  
0:34 I don't know by what measure that over 600 signatures is considered

a “handful” of people. Another was Committee member Barnett stating “I think we’ve pretty much clarified the fact that going out and collecting this many signatures as would be needed is nearly impossible.” 1:08, yet he opposes the Council submitting the question to the voters because he doesn’t personally like the system being offered.

There’s also the issue of the signature requirement for city initiatives being about three times what the signature requirement is for State or County initiatives. Why is that? If anyone’s interested, the current signature requirement in Troutdale is over 1,600. ( $10,971 \times 15\% = 1,646$ ) Also, it must be remembered that the 1976 change was Council-initiated, and whether intentional or not, has benefitted candidates over voters.

Councilor Ripma likes to use the word “occasional” when referring to how frequently a candidate runs for Council unopposed. Since elect-by-position went into effect in 1978, there’s been on average one unopposed candidate during each election cycle. When something occurs more often than not, I wouldn’t describe it as “occasional”. Councilor Ripma keeps stressing that the opportunity to directly challenge an incumbent ensures that the incumbent will be held accountable. However, if the voters are not provided with an alternative, there is no accountability. The voters shouldn’t have to depend on a single individual providing that alternative when "top three" could provide multiple alternatives. Under the current system, the individual candidates decide who will be held accountable, not the voters. This isn’t just about unchallenged incumbents; nearly one-half of unopposed candidates have been non-incumbents. To the greatest extent possible, voters should be in charge of not only who gets into office, but who doesn’t.

Public comment response to:

An update from the Citizens Advisory Committee regarding their recommendation on Election Reform.

Agenda Item #4, City Council, 6/23/20

Submitted by:

Paul Wilcox

Troutdale



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** A resolution authorizing the Mayor to sign letter of support for a Three-City Transportation Growth Management Grant Application

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Chris Damgen

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Planning

**ACTION REQUIRED:**  
Consent Agenda - Resolution

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**

**PUBLIC HEARING:**  
No

N/A

**Comments:**

**STAFF RECOMMENDATION:** Approval

**EXHIBITS:**

**SUBJECT / ISSUE RELATES TO:**

- Council Goals
  - Legislative
  - Other (describe)
- Participation with Main Streets on Halsey corridor planning efforts

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ Provides an official endorsement from the City to apply for a Transportation Growth Management Application (TGM) grant from the state of Oregon
- ◆ Fulfills an expectation from previous Council goals to continue working with Fairview and Wood Village to improve Halsey Street and participate in corridor planning efforts that benefit all three cities.

Reviewed and Approved by City Manager: 

**BACKGROUND:**

The Main Streets on Halsey planning effort has been a multi-year effort between the cities of Troutdale, Wood Village, and Fairview to consider long-term improvements to Halsey Street based on public input and a vision for the corridor to serve in a Main Street capacity for all three communities and McMenamins Edgefield.

In Troutdale, the corridor not only includes Halsey Street but also Historic Columbia River Highway to the Sandy River. These planning efforts are done complementary to planning efforts for the Troutdale Town Center Plan and are not at risk of canceling those more localized efforts.

The next phase of study for the Halsey Street corridor is to analyze and consider improvements to certain segments of the road to fulfill the corridor vision of increasing travel options and improving safety, particularly for bicycles and pedestrians. If awarded, the Transportation Growth Management (TGM) grant will provide state funding support to hire engineering/design consultants. The consultants would review existing community feedback and solicit additional ideas to improve the corridor. Unlike previous planning efforts related to Main Streets on Halsey, Troutdale Staff will be overseeing the consultants' work.

In working with the three cities and Multnomah County, the deliverables gained from the grant will likely be an innovative approach to a right-of-way design, with the twin goals of improving connectivity and safety being paramount. In particular, this study will also help set the stage for future public improvements that McMenamins will be required to make on Halsey Street to better connect with Troutdale's Town Center area to the east.

The study area for this project will look at improvements west of 257<sup>th</sup> Drive to the city limit boundary with Wood Village, in addition to segments in Wood Village and Fairview. Future study of our downtown street profiles and those of Historic Columbia River Highway from Depot Park to Glenn Otto Park could stem from this initial effort.

**PROS & CONS:**

## Pros:

- Grant funding requires minimal local match, which in Troutdale's case amounts to in-kind staff time devoted to leading and participating in the project.
- Provides initial engineering and design work that can later be expanded for future capital improvement projects to improve the corridor
- Engages and provides McMenamins an ability to have a creative solution for future public improvements that respects the uniqueness of the Edgefield campus.
- Provides street profile concept for Corridor A of the Town Center Plan
- Can help lead discussions for additional street profile concepts in the Town Center.

## Cons:

- Staff administration of this project could take away from other project priorities.

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

Troutdale's local match contribution would be in-kind

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

**City Attorney Approved:**  Yes  N/A

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

This project would fulfill some of the ideas from the Town Center Plan to study street profiles.

## **RESOLUTION NO.**

### **A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR A THREE-CITY TRANSPORTATION GROWTH MANAGEMENT GRANT APPLICATION**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. In 2017 the Troutdale City Council adopted the Main Streets on Halsey Strategic Economic Action Plan and created the Halsey Community Collaborative Compact (HC3) to solidify the commitment of each City and Multnomah County to implement the Main Streets Plan.
2. During the Main Street planning process, the community identified many transportation improvements needed to make Halsey Street safer and more welcoming to all people, and that now require more detailed planning and design, and updates to current road standards.
3. The Main Streets Plan identifies Coordinated Funding for Street and Safety Improvements as a strategic action to signal public investment and spur private development, as well as to create a safe and inviting main street environment and distinct sense of community.
4. The Oregon Department of Transportation (ODOT) and Department of Land Conservation and Development (DLCD) administer a Transportation and Growth Management (TGM) Grant program to help local jurisdictions plan for streets and land to lead to more livable, sustainable, and economically vital communities that increase opportunities for transit, walking and bicycling.
5. This grant provides an opportunity to advance Halsey Street transportation improvements and better position the three cities and Multnomah County for capital funding opportunities.

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

- Section 1. The Mayor is hereby authorized to sign a letter of support for a Transportation Growth Management grant application as provided in Attachment A.

**YEAS:  
NAYS:  
ABSTAINED:**

\_\_\_\_\_  
**Casey Ryan, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Sarah Skroch, City Recorder**  
**Adopted:**



## Attachment "A" to Resolution #

July 15, 2020

State of Oregon  
Department of Transportation  
Transportation Growth Management Grant Program

To Whom it May Concern,

On behalf of the Troutdale City Council, I have been authorized to provide our endorsement of a Transportation Growth Management (TGM) grant application to support a multi-jurisdictional effort to study improvements for Halsey Street for expanded travel choices and improved safety.

The "Main Streets on Halsey" project has been a multi-year effort between the cities of Troutdale, Wood Village, and Fairview to make land use and transportation improvements to the Halsey Street corridor in order to foster development opportunity and enhance economic viability. In 2017, the cities finalized the Main Streets on Halsey plan, which presented a roadmap for future planning projects that were designed to execute the vision that was established in the plan.

Since that time, three separate planning efforts have been established, with two having been completed and a third nearing completion. This application will build on the legacy of land use planning and economic development work by focusing our efforts to improving how Halsey Street as a transportation asset is planned and engineered for the future. Halsey Street connects our three communities and our largest regional destination asset, McMinnamins Edgefield.

This study can help us find ways to better link these destinations to create a cohesive network for residents and visitors to enjoy, fulfilling a vision that our communities have shared in for a long time. Please contact me if you have any questions and we look forward to receiving your support.

Sincerely,

Casey Ryan  
Mayor



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** A Resolution Extending and Expanding the Temporary Sewer System Development Charge Subsidy for Development of New and Expanded Food and Beverage Establishments.

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Chris Damgen

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Planning

**ACTION REQUIRED:**  
Resolution

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**

**PUBLIC HEARING:**  
No

N/A

**Comments:**

**STAFF RECOMMENDATION:** Approve the proposed resolution extending and expanding the temporary subsidy for sewer SDC fees.

**EXHIBITS:**

**SUBJECT / ISSUE RELATES TO:**

- Council Goals
  Legislative
  Other (describe)

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ Based upon citizen and staff input, Council believes more dining options in the Central Business District and the City are desirable.
- ◆ System Development Charges are based on a project's impact on the system infrastructure to avoid negative impact on residential utility customers.
- ◆ Restaurants have a significant impact on the sanitary sewer system which results in higher sewer SDC costs and can discourage development projects.
- ◆ A temporary and targeted cost reduction may encourage new restaurant projects.

Reviewed and Approved by City Manager:

## **BACKGROUND:**

In September 2017 the 21 member Town Center Committee (TCC), was established and tasked to review and prepare a comprehensive update to the 20-year-old Town Center Plan. The TCC has conducted public outreach and engagement, has identified increased demand for additional dining options in the Central Business District of the Town Center.

There has been increased interest in food and beverage projects in the downtown from the development community. This has included interest from new construction and expansion or conversion of existing commercial space. Restaurants have a real and significant impact on the sanitary sewer system infrastructure. To prevent residential utility customers from unfair cost burdens System Development Charges (“SDC”) are designed to impose an equitable share of costs upon projects based on the impact those developments have on the infrastructure system. The Sewer System SDC costs are higher for restaurants because of their significant impact on the system.

These higher Sewer System SDC costs make a restaurant project more challenging for a developer as compared to other commercial non-restaurant projects. The other SDC system fees are relatively small comparably as different types of projects like Parks SDC does not apply to commercial projects, water SDC is based on meter size for the physical building, and storm is based on impervious surface.

The City Council had a “storefronts” program back in 2010-2011 which had mixed results. While costs were lowered for the new businesses, the General Fund paid the difference to ensure the SDC funds were kept “whole” recognizing that the infrastructure impact of the projects was real.

As an economic development activity, a targeted Sewer SDC fee subsidy for new restaurant development projects may provide sufficient incentive to establish a couple of new dining options in the Central Business District and other parts of the City. Which is why, on April 9<sup>th</sup>, 2019, the Council approved a subsidy for the food and beverage establishments in the Town Center Overlay area. The subsidy was in effect during the 2019-2020 fiscal year. While only one business utilized the subsidy, the value and purposes of the subsidy continue.

During the Council Meeting on May 26<sup>th</sup>, 2020 the City Council discussed the impact of the subsidy and the benefit in extending it. Considering the additional economic impact of COVID 19, the Council’s consensus was that we should not only continue the subsidy for a second year, but also slightly increase it and make it city-wide.

**Current Status:**

As requested, Staff proposes the following temporary targeted Sewer SDC fee subsidy for new food and beverage development projects in the City.

- 60% fee subsidy for Sewer SDC fees for Restaurants
- 50% fee subsidy for Sewer SDC fees for Pizza Parlors
- 40% fee subsidy for Sewer SDC fees for Lounge/Bar/Taverns

The fee subsidy would be paid by the City General Fund to avoid unnecessarily and unfairly burdening monthly utility rate payers with system infrastructure costs required to support new developments. For many years the City’s customary practice has been to ensure the full SDC fee is collected, whereby the City pays any discounted amount of SDC fees from general government revenues.

The fee subsidy program would be for eligible Sewer SDC fees due from July 1, 2020 through June 30, 2021. The actual amount of SDC fee subsidy used could be zero, or an amount less than the maximum allowed, based on the timing and type of development, if any. The Budget Committee and the Council have approved in the Budget for FY 2020-2021 \$100,000 as an economic development incentive expense.

The City would provide no special consideration for an eligible project apart from the SDC fee subsidy, and the developer would not be entitled to any special consideration for any other development cost. Any and all development would be required to proceed through the normal and customary development permitting process, timing requirements and procedures, and be subject to the then applicable zoning and development code requirements.

**SUMMARY:**

The resolution for Council consideration provides for an additional 1-year development incentive. It is retroactive as to any project on or after July 1<sup>st</sup>.

By having the General Fund pay the SDC “fee subsidy” (not a discount) we avoid undermining the objective financial analysis and basis of the SDC rates, and avoid having other developer projects requesting a “discounted” rate as the FULL rate is still paid, and we avoid discount/refund requests for prior development projects.

**PROS AND CONS:**

- A. Approve the proposed resolution to provide a temporary and targeted development incentive to expand dining options in the City.
- B. Not approve the proposed resolution and not provide development incentive to expand dining options in the City.

<p><b>Current Year Budget Impacts:</b>   <input checked="" type="checkbox"/> Yes (<i>describe</i>)   <input checked="" type="checkbox"/> N/A A possible \$100,000 expenditure already included in the approved budget. But unknown specific amount as its dependent on development projects</p> <p><b>Future Fiscal Impacts:</b>   <input type="checkbox"/> Yes (<i>describe</i>)   <input checked="" type="checkbox"/> N/A</p> <p><b>City Attorney Approved:</b>   <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> N/A</p> <p><b>Community Involvement Process:</b>   <input type="checkbox"/> Yes (<i>describe</i>)   <input checked="" type="checkbox"/> N/A</p>
--

## **RESOLUTION NO.**

### **A RESOLUTION EXTENDING AND EXPANDING THE TEMPORARY SEWER SYSTEM DEVELOPMENT CHARGE SUBSIDY FOR DEVELOPMENT OF NEW AND EXPANDED FOOD AND BEVERAGE ESTABLISHMENTS.**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. That in September 2017 the 21 member Town Center Committee (TCC), was established and tasked to review and prepare a comprehensive update to the 20-year-old Town Center Plan.
2. That while still in process, the Town Center Committee through the public outreach and engagement, has identified increased demand for additional dining options in the Town Center, which reflects conversations that Staff has had with prospective businesses seeking to newly establish, expand, or convert existing commercial spaces to accommodate food and beverage establishments.
3. That an increase in dining facilities in the Troutdale Town Center Overlay District is in the public interest as already identified in the existing and adopted 1998 Town Center Plan and will improved the livability of the area, improve the mix local business activity and support overall economic viability in the zone.
4. That feedback from the development community has indicated that the higher costs for Sewer System Development Charges for food and beverage establishments, as compared to other commercial non-restaurant projects, discourages restaurant projects in the Town Center.
5. That restaurants have a real and significant impact on the sanitary sewer system infrastructure, versus other types of commercial developments.
6. That in fairness to residential utility rate payers, Chapter 12.02 of the Troutdale Municipal Code establishes system development charges ("SDC") to impose an equitable share of the public costs of capital improvements upon those developments that create the need for, or increase the demands on, infrastructure system capacity.
7. That as an economic development activity it is in the public interest to foster development and redevelopment through a targeted Sewer SDC fee subsidy for new and expanded restaurant development projects in the Town Center, which will serve a valuable, desirable and necessary public purpose, and is for an authorized public purpose of promoting increased livability in Troutdale.

8. That to avoid unnecessarily and unfairly burdening monthly utility rate payers with system infrastructure costs required to support new developments, for many years the City's customary practice has been to ensure the full SDC fee is collected, whereby the City pays any reduced or discounted amount of SDC fees from general government revenues.

9. That on April 9<sup>th</sup>, 2019, pursuant to Resolution 2447, the Council approved a temporary, fiscal year 2019-2020, reduction in the sewer SDC's for new and expanded food and beverage projects in the Town Center Overlay.

10. That the Council finds that the reasons for the reduction still exist as stated above. Furthermore, due to the impact of COVID 19 it would be beneficial to extend and expand, both in amount and area, the subsidy.

11. That it declares it serves the public interest, and it is necessary and desirable for the City to incentivize new and expanded restaurant development projects in the Town Center, resulting in the public economic benefits of creating new jobs, increasing tax and other revenues, and contributing to urban revitalization.

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

Section 1. The City hereby approves for new and expanded food and beverage projects in the City a subsidy of the Sanitary Sewer SDC fees equal to 60% of the fee for Restaurants, 50% of the fee for Pizza Parlors and 40% of fee for a Lounge, Bar or Tavern projects. The subsidy shall be applied after the lawful and proper Sewer SDC is calculated, and after any credits applied to that lawful and proper amount.

Section 2. SDC fees shall be due for any development which increases the required unit quantity of any of the Sanitary Sewer SDC infrastructure system and will be due and payable when required as specified in the Troutdale Municipal Code ("TMC") Section 12.02.060 and may not be prepaid, nor shall any manipulation of timing deadline requirements be allowed.

Section 3. The City shall ensure the combined payment by the project developer and the City provided SDC fee subsidy will total 100% of the Sewer SDC fee and that it is properly credited in full to the Sewer SDC fund.

Section 4. The City shall provide no special consideration apart from the Sanitary Sewer SDC fee subsidy and the project developer is not entitled to any special consideration for any development project, and any and all development shall be required to proceed through the normal and customary development permitting process, timing requirements and procedures, and subject to the then applicable zoning and development code requirements.

Section 5. The City finds and declares that it serves the public interest, and it is necessary and desirable for the City to assist the development of new or expanded restaurant development projects in the Town Center, resulting in public economic benefits of creating new jobs, increasing tax and other revenues, and contributing to urban revitalization.

Section 6. The City Manager Ray Young, and Finance Director Erich Mueller, (each an "City Official") are designated to act individually and/or jointly and cooperatively, on behalf of and in the best interest of the City and without further action by the City, and are hereby, authorized empowered and directed to implement the SDC fee subsidy program on behalf of the City, and any and all other required and necessary documents to implement the intent of this resolution.

Section 7. Further, as applicable, to comply with State statutes, administrative rules or local ordinances, and to act in the best interest of the City, and without further action by the City, the City Officials are hereby authorized, directed, and responsible for fulfilling the ministerial, intergovernmental, technical, compliance, procedural or promotional functions as required for the effective administration and implementation of the SDC fee subsidy program, and to take any other action as may be advisable, convenient, necessary, or appropriate, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 8. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the SDC fee subsidy obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 9. This Resolution shall take effect back to July 1, 2020 and terminate June 30, 2021.

**YEAS:**  
**NAYS:**  
**ABSTAINED:**

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**Casey Ryan, Mayor**  
**Date:**

---

**Sarah Skroch, City Recorder**  
**Adopted:**



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** A Resolution approving a 2nd amendment to the task order with the Sandy Drainage Improvement Company for the joint North Troutdale Stormwater Master Plan

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Travis Hultin, Deputy PW Director/Chief Engineer

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Public Works

**ACTION REQUIRED:**  
Consent Agenda - Resolution

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**

**PUBLIC HEARING:**  
No

N/A

**Comments:**

**STAFF RECOMMENDATION:** Approve the task order amendment

**EXHIBITS:**

- A. North Troutdale Drainage Basin/SDIC Map
- B. Resolution 2443
- C. Resolution 2482

**SUBJECT / ISSUE RELATES TO:**

- Council Goals
- Legislative
- Other (describe)  
Capital Improvement Plan

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ The City Council Resolution 2443 approved a task order with SDIC to partner on the North Troutdale Stormwater Master Plan update in February 2019. That task order indicated an estimated allocation of funding for FY 18-19 vs. FY 19-20 and an estimated completion date of June 30, 2020.
- ◆ While the total cost and City share of funding for the project has not changed, the expected allocation of funding between fiscal years shifted based on the actual pace of the project and actual time and materials expended by the consultant, resulting in a 1<sup>st</sup> task order amendment adopted by City Council Resolution 2482 in January of 2020.

Reviewed and Approved by City Manager:

- ◆ Due to challenges in the consultant's analytics, modelling, and coordination work for the project, as well as disruptions to maintaining project pace associated with the COVID pandemic, the estimated project completion date has extended to November 2020.
- ◆ SDIC has requested a task order amendment to reflect the current estimated project completion date.
- ◆ This task order amendment does not increase the City's share of cost for the project that was previously approved by the Council.
- ◆ There is no externally mandated deadline for completing this plan, nor any known substantial negative impacts to the City, SDIC, or public that will result from the extended completion date.

## **BACKGROUND:**

The Sandy Drainage Improvement Company (SDIC) provides specific stormwater management and flood protection services within the north drainage basin (Exhibit A) in the City of Troutdale. City and SDIC ("the Agencies") storm drainage systems intersect and complement each other in maintaining an effective overall drainage network within that area. The Agencies have a long and successful history of partnering and collaborating in the planning, funding, and execution of projects and services within the basin to the common benefit of property owners, SDIC members, and the City's constituency.

In January 2019, the Agencies entered into an Intergovernmental Agreement (IGA) for Projects and Services that provides for the City and SDIC to partner on projects through the issuance of task orders. Task orders with a total cost exceeding \$50,000 require Council approval prior to staff's execution of the task order. In February 2019, Council approved a task order with SDIC to partner on an updated North Troutdale Stormwater Master Plan (Resolution 2443, Exhibit B). The project commenced, and a contract was awarded to the consulting firm of Brown & Caldwell to execute the work. In January 2020, Council approved the 1<sup>st</sup> amendment to the SDIC task order reallocating the estimated costs between fiscal years without changing the overall estimated cost or City's cost share for the project (Resolution 2482, Exhibit C).

The original task order estimated the project completion date to be June 30, 2020. Various factors, including unforeseen challenges in the consultant's analytical and modelling work, difficulties in coordinating various contributing parties at certain stages of the work, and disruptions to the project pace resulting from the COVID pandemic, have resulted in the estimated project completion being extended to November 30, 2020. There is no external (e.g. Federal, State) mandate for either agency to complete the plan by a specific deadline, and there are no known substantial negative impacts that either agency or the public will suffer from the extended completion timeline.

Nothing in this task order amendment increases the City's total cost share nor otherwise alters the Agencies' roles or contributions to the project.

**PROS & CONS:**

Pros:

- Updates the task order record to reflect the current estimated project completion date.
- Does not increase the City's total share of project costs.
- Does not otherwise alter either Agency's roles or responsibilities for the project.

Cons:

- None

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

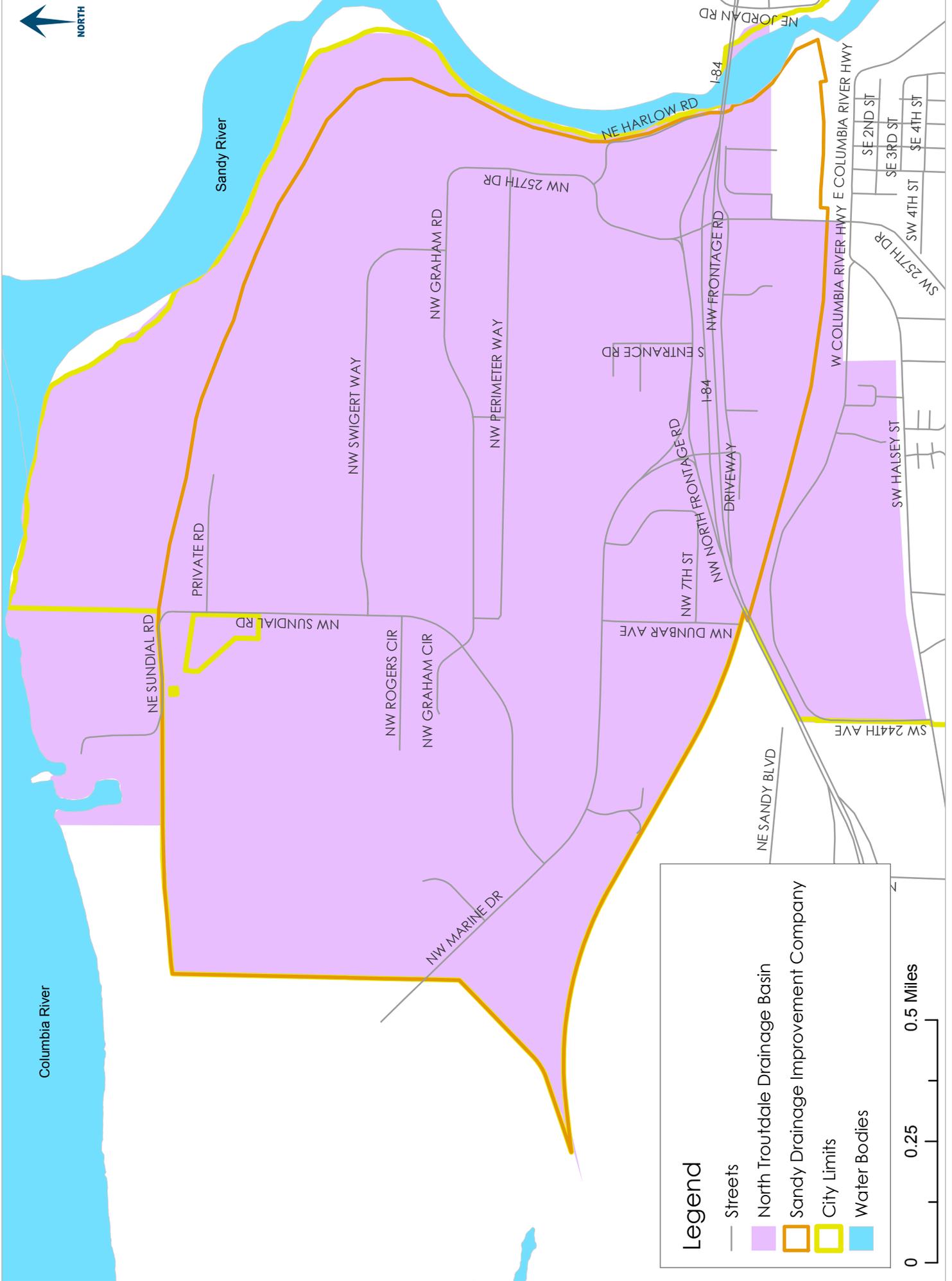
Some funds that were to be expended in FY 19-20 will instead be expended in FY 20-21

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

**City Attorney Approved:**  Yes  N/A

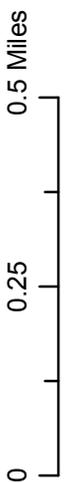
**Community Involvement Process:**  Yes (*describe*)  N/A

# North Troutdale Drainage Basin and Sandy Drainage Improvement Company Exhibit A



**Legend**

- Streets
- North Troutdale Drainage Basin
- Sandy Drainage Improvement Company
- City Limits
- Water Bodies



**RESOLUTION NO. 2443**

**A RESOLUTION APPROVING A TASK ORDER WITH THE SANDY DRAINAGE IMPROVEMENT COMPANY FOR THE JOINT NORTH TROUTDALE STORMWATER MASTER PLAN PROJECT**

**THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The City of Troutdale (City) and the Sandy Drainage Improvement Company (SDIC) provide related and complementary storm water management and flood protection functions within the north Troutdale drainage basin.
2. The Intergovernmental Agreement between the City of Troutdale and Sandy Drainage Improvement Company (SDIC) for Services and Projects, effective January 30, 2019, provides for the City and SDIC to partner on projects through the issuance of task orders.
3. The City's Capital Improvement Plan calls for an update to the North Troutdale Storm Drainage Master Plan (CIP SD N-29) in collaboration with the Sandy Drainage Improvement Company.
4. The City and SDIC have jointly determined that is timely to proceed with this collaborative Joint North Troutdale Storm Drainage Master Plan, and have prepared a task order for collaboration and cost sharing on the project.
5. Under this task order, SDIC will execute project management, as well as contracting with consultants, for the completion of the project with the City of Troutdale as its partner, and with each party paying an equal share of the project costs.

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

Section 1. The task order attached herewith as Attachment A is approved.

Section 2. This resolution is effective upon adoption.

**YEAS: 7  
NAYS: 0  
ABSTAINED: 0**

*Casey E Ryan*

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Casey Ryan, Mayor

Date: February 13, 2019

*Sarah Skroch*

---

Sarah Skroch, City Recorder

Adopted: February 12, 2019

## Task Order Authorization

Attachment 'A' to  
Resolution #2443

**Task Order Number:** 001  
**Date:** February/12/2019  
**Intergovernmental Agreement:** SD-1807-085- IGA for Drainage Master Plan  
**Project Name:** SDIC/COT Drainage Master Plan

**City of Troutdale – Public Works Contact**

Travis Hultin, Chief Engineer  
342 SW 4<sup>TH</sup> Street  
Troutdale, OR 97060  
503-674-7265  
[travis.hultin@troutdaleoregon.gov](mailto:travis.hultin@troutdaleoregon.gov)

**SDIC Contact**

Amber Ayers, Project Manager  
1880 NE Elrod Drive  
Portland, OR 97211  
503-281-5675 ext. 312  
[aayers@mcdd.org](mailto:aayers@mcdd.org)

**Project Description:** Sandy Drainage Improvement Company (SDIC) and the City of Troutdale (COT) will work together to develop a Stormwater Master Plan that characterizes the basin collection and conveyance system, services provided, assets, and identifies system deficiencies for future Capital Improvement Projects (CIP). The Master Plan shall document what risk-based, capital investments are necessary to address existing internal drainage and other stormwater issues that affect SDIC and the North Troutdale Basin. Professional consulting services will be obtained to develop the Stormwater Master Plan, split 50/50 between the agencies. SDIC will perform project management for the completion of the master plan, and will serve as the contracting agency to retain the necessary professional consulting services.

**Estimated Project Start Date:** 2/13/2019

**Estimated Project Completion Date:** June 30, 2020.

**Estimated Project Cost:** \$180,000 (\$145,000 in FY 19 and \$35,000 in FY 20)

Only the consultant costs shall be split 50/50 between SDIC and the City of Troutdale.

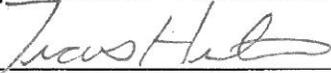
- \$90,000 : SDIC
- \$90,000 : City of Troutdale

The Total Estimated Project Cost for Task Order No. 001: \$180,000

**Authorization:**

Execution of this agreement authorizes SDIC to perform the services as described herein. The terms and conditions under which the services are provided shall be in accordance with the above referenced Intergovernmental Agreement between City of Troutdale with SDIC.

**City of Troutdale – Public Works**

  
\_\_\_\_\_  
Signature

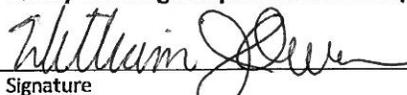
Travis Hultin

\_\_\_\_\_  
Printed Name

Deputy PW Director/Chief Engineer

\_\_\_\_\_  
Title

**Sandy Drainage Improvement Company**

  
\_\_\_\_\_  
Signature

William J. Owen

\_\_\_\_\_  
Printed Name

Deputy Director

\_\_\_\_\_  
Title



Sandy Drainage Improvement Company  
1880 NE Elrod Drive Portland, OR 97211 / 503.281.5675 phone / [www.mcdd.org](http://www.mcdd.org)

**RESOLUTION NO. 2482**

**A RESOLUTION APPROVING AN AMENDMENT TO THE TASK ORDER WITH THE SANDY DRAINAGE IMPROVEMENT COMPANY FOR THE JOINT NORTH TROUTDALE STORMWATER MASTER PLAN**

**THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The City of Troutdale (City) and the Sandy Drainage Improvement Company (SDIC) provide related and complementary storm water management and flood protection functions within the north Troutdale drainage basin.
2. The Intergovernmental Agreement between the City of Troutdale and Sandy Drainage Improvement Company (SDIC) for Services and Projects, effective January 30, 2019, provides for the City and SDIC to partner on projects through the issuance of task orders.
3. The City entered into a Task Order with SDIC in February 2019, approved through Resolution 2443, for partnering on the joint North Troutdale Stormwater Master Plan.
3. The project is now in progress, and while the City's total share of project costs have not changed, the estimated allocation of costs between fiscal years has been updated based on the actual pace and volume of work completed on the project to date.
3. SDIC has requested an updated task order to better reflect the current estimated allocation of costs across fiscal years.

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

Section 1. The updated task order attached herewith as Attachment A is approved.

Section 2. This resolution is effective upon adoption.

**YEAS: 7**  
**NAYS: 0**  
**ABSTAINED: 0**

*Casey E Ryan*

---

**Casey Ryan, Mayor**  
**Date: January 15, 2020**

*Sarah Skroch*

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**Sarah Skroch, City Recorder**  
**Adopted: January 14, 2020**

## SDIC Task Order Amendment

**Date:** 11/20/2019

**Project Name:** SDIC/CoT Drainage Master Plan

**Intergovernmental Agreement.:** SD-1807-085-IGA for Drainage Master Plan

**Task Order No.:** 001

**Contact Name / Email:**

Travis Hultin, Chief Engineer  
503-674-7265  
[travis.hultin@troutdaleoregon.gov](mailto:travis.hultin@troutdaleoregon.gov)

Amber Ayers, Project Manager  
503-281-5675  
[aayers@mcdd.org](mailto:aayers@mcdd.org)

**Scope Change:**

Clarification for Task Order 001 (dated 2/12/2019) regarding the allocation of costs for consulting services to develop the joint SDIC/CoT Drainage Master Plan. Total estimated costs for consulting services remain \$180,000, splitting consultant costs 50/50 between SDIC and the CoT. A total of \$16,178 was spent during FY19, leaving the remaining project costs of \$163,822 to be shared in FY20.

**Cost Increase:** No estimated cost increases, the estimated project cost for Task Order No. 001 remains \$180,000.

- \$90,000 : SDIC
- \$90,000 : City of Troutdale

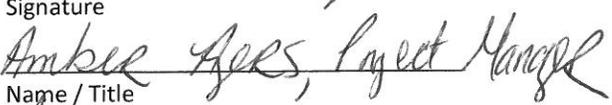
**Task Order expiration date** (remains unchanged)

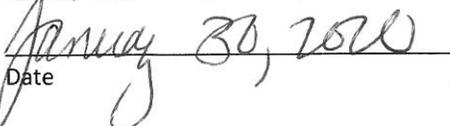
This Task Change Order hereby incorporates by reference all terms and conditions contained in the Contract referenced above. By signing below, District and Contractor authorize and agree to the changes herein.

**DISTRICT**

SANDY DRAINAGE IMPROVEMENT CO.

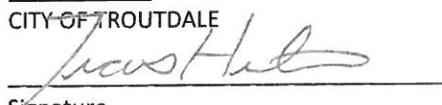
  
Signature

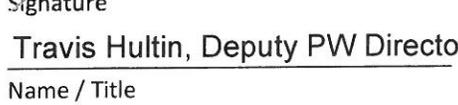
  
Name / Title

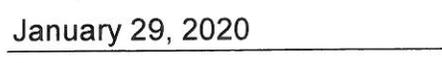
  
Date

**CONSULTANT**

CITY OF TROUTDALE

  
Signature

  
Name / Title

  
Date



Sandy Drainage Improvement Company

1880 NE Elrod Drive Portland, OR 97211 / 503.281.5675 phone / [www.mcdd.org](http://www.mcdd.org)

## **RESOLUTION NO.**

### **A RESOLUTION APPROVING A 2ND AMENDMENT TO THE TASK ORDER WITH THE SANDY DRAINAGE IMPROVEMENT COMPANY FOR THE JOINT NORTH TROUTDALE STORMWATER MASTER PLAN**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The City of Troutdale (City) and the Sandy Drainage Improvement Company (SDIC) provide related and complementary storm water management and flood protection functions within the north Troutdale drainage basin.
2. The Intergovernmental Agreement between the City of Troutdale and Sandy Drainage Improvement Company (SDIC) for Services and Projects, effective January 30, 2019, provides for the City and SDIC to partner on projects through the issuance of task orders.
3. The City entered into a Task Order with SDIC in February 2019, approved through Resolution 2443, for partnering on the joint North Troutdale Stormwater Master Plan. The original estimated project completion date is June 30, 2020.
4. The City approved a 1<sup>st</sup> amendment to the task order by Resolution 2482 in January 2020 reallocating costs between fiscal years.
5. The project continues in progress and the estimated completion date has extended to November 30, 2020.
6. SDIC has requested an updated task order to reflect the current estimated completion date.

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

Section 1. The task order amendment attached herewith as Attachment A is approved.

Section 2. Further, as applicable, to implement the intent of this Resolution, comply with State statutes, administrative rules or local ordinances, and to act in the best interest of the City, and without further action by the City Council, the appropriate City Staff are hereby authorized, empowered and directed, to sign the appropriate documents necessary to effectuate this Resolution; and take any other action as may be advisable, convenient, necessary, or appropriate to fulfill the intent, and the execution thereof by any such staff person shall be conclusive as to such determination.

Section 3. This resolution is effective upon adoption.

**YEAS:**  
**NAYS:**  
**ABSTAINED:**

\_\_\_\_\_  
**Casey Ryan, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Sarah Skroch, City Recorder**  
**Adopted:**

## SDIC Task Change Order #2

**Date:** 6/25/2020

**Project Name:** SDIC/CoT Drainage Master Plan

**Intergovernmental Agreement.:** SD-1807-085-IGA for Drainage Master Plan

**Task Order No.:** 001

**Contact Name / Email:**

City of Troutdale

Travis Hultin, Chief Engineer

503-674-7265

[travis.hultin@troutdaleoregon.gov](mailto:travis.hultin@troutdaleoregon.gov)

Sandy Drainage Improvement Company

Amber Ayers, Project Manager

503-281-5675

[aayers@mcdd.org](mailto:aayers@mcdd.org)

**Scope Change:** No Change.

**Cost Increase:** No Change.

**Task Order expiration date:** The "Estimated Project Completion Date" has been extended until 11/30/2020.

**This Task Change Order hereby incorporates by reference all terms and conditions contained in the Contract referenced above. By signing below, District and Contractor authorize and agree to the changes herein.**

**DISTRICT**

SANDY DRAINAGE IMPROVEMENT CO.

**CONSULTANT**

City of Troutdale – Public Works

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** A Resolution Approving A Quitclaim Deed For A Portland General Electric Company Easement Interest In Certain Real Property Located In The Urban Renewal Plan Area.

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Erich Mueller

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Finance

**ACTION REQUIRED:**  
Consent Agenda - Resolution

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**  
N/A

**PUBLIC HEARING:**  
No

**Comments:**

**STAFF RECOMMENDATION:** Adopt the proposed resolution approving the quitclaim deed.

**EXHIBITS:** None

**SUBJECT / ISSUE RELATES TO:**

- Council Goals
- Legislative
- Other (describe)

- *Demonstrate clear progress on Troutdale Riverfront Development - Cooperate with prospective developers who pursue desirable development plans consistent with feasible public financial constraints*

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ The Troutdale Urban Renewal Agency (Agency) is charged with achieving redevelopment along the Sandy River north of downtown Troutdale through the Troutdale Riverfront Renewal Plan (Plan). To facilitate the Plan redevelopment the Agency acquired real estate from both the City and Eastwinds Development LLC, (Eastwinds), and has undertaken site improvements to prepare the property for redevelopment.

**BACKGROUND:**

The property adjacent to Sandy River north of downtown Troutdale has languished in disuse for many years. Through significant public involvement during 2005 and 2006, the City created the

Reviewed and Approved by City Manager:

adopted Plan to foster redevelopment in the Plan Area. The City established the Agency with the purpose to manage and implement the vision, goals, and projects contained in the adopted Plan.

In March 2018 the Agency acquired real property from both the City and Eastwinds creating a consolidated project site of approximately 20 acres. The Agency has been conducting environmental remediation and other site work to prepare the property for redevelopment to productive use and benefit to the community.

Part of the redevelopment process has been the preparation of a new partition plat for the site property, to establish new tax lots and to facilitate property resale. The lands involved in the partition plat boundary have had several changes of ownership and been subject to multiple easements over the past many decades.

In the interest of streamlining the partition plat process and perfecting the title, it is useful to quitclaim easements that are no longer serving their intended purpose due to obsolescence, developmental changes, rerouting of utilities, etc.

In consultation with Portland General Electric Company (PGE), the Agency survey team Statewide Land Surveying, and the Agency environmental remediation engineering services firm Wood Environment and Infrastructure Solutions, have determined an existing easement held by PGE is no longer needed and may be released.

Moving forward with the marketing and selling of the Agency property will be facilitated by eliminating obsolete easements. Other easements which still serve future development for the site, and protect infrastructure still in service, are reserved and not included in this resolution.

**SUMMARY:**

The resolution removes an obsolete PGE easement on the Plan Area reducing the encumbrances on the property as the partition plat for this site is finalized.

**PROS AND CONS:**

- A.** Approve the proposed resolution accepting the quitclaim deed reducing an encumbrance to future site redevelopment.
- B.** Not approve the proposed resolution accepting the quitclaim deed maintaining an obsolete easement and encumbrance to future site redevelopment.

**Current Year Budget Impacts:**  Yes (*describe*)  N/A  
For incidental recording fees and costs.

**Future Fiscal Impacts:**  Yes (*describe*)  N/A  
Support of a hopefully higher property resale value.

**City Attorney Approved:**  Yes  N/A and Bond Counsel.

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

## **RESOLUTION NO.**

### **A RESOLUTION APPROVING A QUITCLAIM DEED FOR A PORTLAND GENERAL ELECTRIC COMPANY EASEMENT INTEREST IN CERTAIN REAL PROPERTY LOCATED IN THE URBAN RENEWAL PLAN AREA.**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. That the Urban Renewal Agency of the City of Troutdale ("Agency"), the duly formed body to implement the urban renewal in Troutdale was established by the adoption of City of Troutdale ("City") Ordinance. No. 771 on January 27, 2006.
2. That in order to protect the public health, safety, and welfare the City adopted the Troutdale Riverfront Renewal Plan ("Plan") on February 14, 2006, by Ordinance No. 773 to provide urban renewal authority to eliminate blight and foster development, and the Agency was assigned to implement the vision, goals and objectives of the Plan to achieve redevelopment of the property in the Plan Section IV Urban Renewal Area ("Plan Area").
3. That the Agency has consolidated real property in the Plan Area in preparation of redevelopment, which will serve a valuable, desirable and necessary, authorized public purpose and general power of the Agency pursuant to Oregon Revised Statutes ("ORS") 457.170, toward the fulfillment of the adopted Plan.
4. That redevelopment of the Plan Area is hindered by easements which no longer serve their intended purpose due to obsolescence, developmental changes, rerouting of utilities, or similar circumstances and are to be abandoned.
5. That a utility easement covering a portion of the Plan Area property has, with consultation with the easement holder Portland General Electric Company (PGE), been determined to be obsolete and no longer needed.
6. That to support development and redevelopment within the Plan Area it is in the best interest of both the City and the Agency, for the City to revoke the obsolete PGE easement and interest in the certain real property, and approve the attached the quitclaim deed.
7. That ORS 457.320 authorizes the City to exercise any of its powers otherwise provided by law to assist in the planning or the carrying out of an urban renewal plan.

8. That it is necessary and desirable for the City and Agency to finalize the partition plat process for Case File 19-061 through the removal of obsolete easements providing support for the future and current needs for development of the Plan Area, and that it would be in the City's best interest.

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

Section 1. The City has determined the easement to be obsolete and no longer needed, and hereby does revoke the easement granted to Portland General Electric Company by Resolution No. 556-R as recorded in Multnomah County Records Book 1827 Pages 400 through 404 Document No. 85-036711.

Section 2. The City hereby, approves and accepts the quitclaim deed in substantial conformity with Attachment A of this resolution, but with any changes the City Official may approve.

Section 3. The City finds and declares that accepting the quitclaim deed interest in the certain real property will serve a valuable, desirable, and necessary public purpose, and is for an authorized public purpose toward the fulfillment of the adopted Plan.

Section 4. The City hereby receives and accepts the foregoing quitclaim deed and accepts the of conveying of any title and interest, in fulfillment of the requirements of Oregon Revised Statutes 93.808.

Section 5. The City hereby declares it serves the public interest, and it is necessary and desirable for the City to assist the Agency to implement the adopted Plan redevelopment projects, pursuant to ORS 457.320.

Section 6. Designation of City Official. The City Manager Ray Young, and Finance Director Erich Mueller, (each an "City Official") are hereby authorized empowered and directed to act on behalf of the City, and without further action by the City Council, to sign the quitclaim deed on behalf of the City, and any and all other required and necessary documents to implement the intent of this resolution.

Section 7. Further, as applicable, to implement intent of this Resolution, comply with State statutes, administrative rules or local ordinances, and to act in the best interest of the City, and without further action by the City Council, the City Officials are hereby authorized, empowered, directed, and responsible for fulfilling the ministerial, intergovernmental, technical, compliance, procedural or promotional functions as required for the effective administration, correction, modification and implementation actions, and to take any other action as may be advisable, convenient, necessary, or

appropriate, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 8. The Finance Director is authorized and directed to disburse funds, subject to annual appropriations, as necessary to fulfill the intent of this resolution and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 9. Effective Date. This Resolution shall take effect immediately upon adoption.

**YEAS:**  
**NAYS:**  
**ABSTAINED:**

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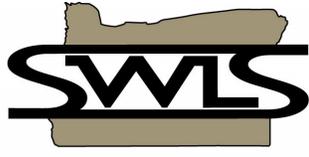
**Casey Ryan, Mayor**

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**Date**

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**Sarah Skroch, City Recorder**  
**Adopted:**



STATEWIDE LAND SURVEYING INC.

EASEMENT QUITCLAIM DESCRIPTION 11-13-19

Full release of a strip of land on a tract of land situated in the Northwest Quarter of Section 25, Township 1 North, Range 3 East, Willamette Meridian, County of Multnomah, State of Oregon, said strip of land being an easement 16 feet wide and 8 feet on each side of a centerline, being more particularly described as follows:

Beginning at a Portland General Electric Company power pole, No. 493, which bears N. 11°55'00" E., 60.00 feet, and N. 52°22'32" E., 1.80 feet from the northerly corner of that certain tract of land as described in Book 669, Page 824, Deed Records of said County;

Thence along said centerline, N. 2°35'36" W., 169.01 feet to a Portland General Electric Company power pole, No. 6798, and the terminus of said centerline;

Together with a strip of land 6 feet wide and 3 feet on each side of a centerline, described as beginning at said Portland General Electric Company power pole, No. 6798;

Thence along said centerline, N. 1°56'23" E., 64.13 feet to a Portland General Electric Company power pad, No. 6797, and the terminus of said centerline.

The above-described centerline is shown on Portland General Electric Company Drawing E-6970, and attached Exhibit Map.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 29, 1988  
GREGORY D. SPURLOCK  
2370

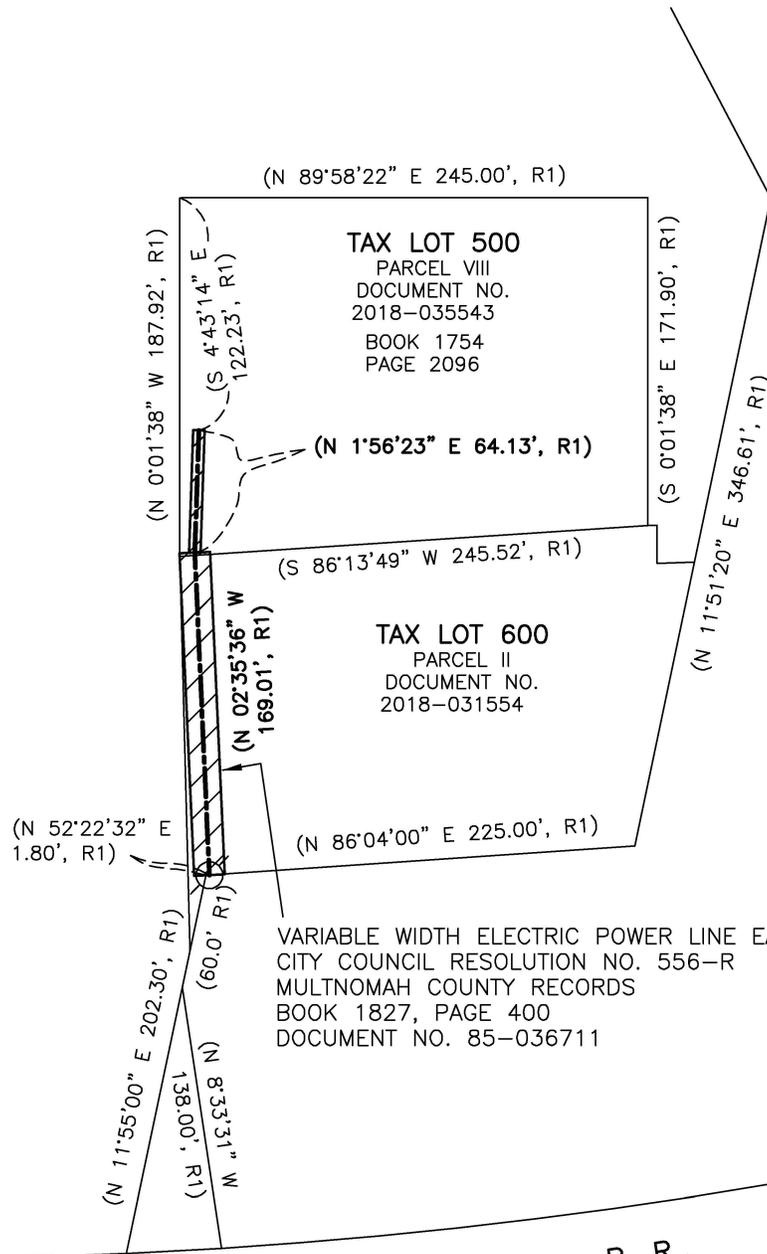
EXPIRES: 06/30/20

# EXHIBIT MAP

## EASEMENT QUITCLAIM

A VARIABLE-WIDTH STRIP OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE, COUNTY OF MULTNOMAH, STATE OF OREGON

FOR: CITY OF TROUTDALE URBAN RENEWAL AGENCY



### BASIS OF BEARINGS:

PS 47700  
MULTNOMAH COUNTY  
RECORDS

R1 = PORTLAND GENERAL ELECTRIC (P.G.E.)  
COMPANY (PGE)  
DRG NO. E-6970  
BOOK 1827 PAGE 400  
RECORDING NO. 85-036711  
MULTNOMAH COUNTY RECORDS



= EASEMENT AREA TO BE  
QUITCLAIMED

----- = EASEMENT CENTERLINE

VARIABLE WIDTH ELECTRIC POWER LINE EASEMENT  
CITY COUNCIL RESOLUTION NO. 556-R  
MULTNOMAH COUNTY RECORDS  
BOOK 1827, PAGE 400  
DOCUMENT NO. 85-036711

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Gregory D. Spurlock*

OREGON  
JULY 29, 1988  
GREGORY D. SPURLOCK  
2370

EXPIRES: 06/30/22

O.W.R. & N. R.R.

**SCALE: 1" = 100'**



### STATEWIDE LAND SURVEYING INC.

WWW.STATEWIDESURVEYING.COM  
E.SURVEY@STATEWIDESURVEYING.COM



DRAWN	DATE	43 N.W. AVA AVENUE GRESHAM, OR 97030 (F) 503.665.7988 (O) 503.665.7777
T.M.S.	11/13/2019	
CHECKED	DATE	PROJECT NO. 2019-044-C1
G.D.S.	11/13/2019	
SCALE	SHEET	
1"=150'	1/1	

**A RESOLUTION DEDICATING AN EASEMENT FOR THE PLACEMENT OF A POWER LINE.**

WHEREAS, Portland General Electric has been requested to provide electrical service to WasteWater Management, Inc., a facility located in Section 25, Tax Lot 43, TIN, R3E, W.M., on property owned by the City of Troutdale; and,

WHEREAS, the City believes it to be in the public interest to provide this service;

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

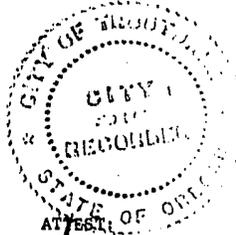
An easement be executed to allow Portland General Electric to construct, maintain and repair overhead and underground electrical service for the facility depicted on the attached easement agreement (Exhibit 1) with the following conditions:

1. The City, at its own discretion, shall have the right to require the removal or relocation of these utilities in conformance with the City of Troutdale standard franchise agreement.
2. Should the relocation or removal of this utility be required, Portland General Electric shall immediately vacate the easement back to the City of Troutdale.
3. The City of Troutdale will prepare a comprehensive plan for the development of the site(s) affected by this power line easement and if said easement conflicts with the final site plan, adjustments in location of the power line will be made by Portland General Electric in accordance with this resolution and the City's franchise with Portland General Electric.
4. By acceptance of this executed agreement, Portland General Electric accepts all terms and conditions associated and made part thereof.

PASSED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 14th  
DAY OF August, 1984.

YEAS 5

NAYS 0



*Sam K. Cox*  
 \_\_\_\_\_  
 Sam K. Cox, MAYOR  
 Date Signed: August 14, 1984

*Nancy B. Nixon*  
 \_\_\_\_\_  
 Nancy B. Nixon  
 Finance Director/City Recorder

Please Return to:  
 City of Troutdale  
 104 SE Kibling Street  
 Troutdale, OR 97060

MAY 31 1985

ELECTRIC POWER LINE EASEMENT

BOOK 1827 PAGE 401

KNOW ALL MEN BY THESE PRESENTS, That City of Troutdale

(hereinafter called "the Grantors," whether one or more than one), for and in consideration of the payment of the sum of One and no/100 Dollars (\$ 1.00 ), the receipt of which is hereby acknowledged, hereby grant, sell and convey to Portland General Electric Company, an Oregon corporation,

(hereinafter called "the Grantee," whether one or more than one), its successors and assigns, a perpetual easement and right of way over, under and across the following described parcel of land situated in the Northwest quarter of Section 25, Township 1 North, Range 3 East, Willamette Meridian, County of Multnomah, State of Oregon, said easement being a strip of land 16 feet wide and 8 feet on each side of a centerline, being more particularly described as follows:

BEGINNING AT a Portland General Electric Company power pole, No. 493, which bears N.11°55'00"E., 60.00 feet, and N.52°22'32"E., 1.80 feet from the northerly corner of that certain tract of land as described in Book 669, Page 824, Deed Records of said County; THENCE, along said centerline, N.2°35'36"W., 169.01 feet to a Portland General Electric Company power pole, No. 6798, and the terminus of said centerline.

TOGETHER WITH a strip of land 6 feet wide and 3 feet on each side of a centerline, described as beginning at said Portland General Electric Company power pole, No. 6798; THENCE, along said centerline, N.1°56'23"E., 64.13 feet to a Portland General Electric Company power pad, No. 6797, and the terminus of said centerline.

The above-described centerline is shown on Portland General Electric Company Drawing E-6970, attached hereto which by reference thereto is made a part hereof, and Exhibit A, also attached.

TO HAVE AND TO HOLD the above described easement and right of way unto the Grantee, its successors and assigns, together with the present right to top, limb or fell trees located on land owned by the Grantors, adjacent to the above described right of way, which danger trees will be determined by the Grantee.

Said easement and right of way shall be for the following purposes, namely: the perpetual right to enter upon and to erect, maintain, repair, rebuild, operate and patrol electric power lines, and appurtenant signal or communication lines, including the right to erect such poles, wires, cables, guys, supports and appurtenances as are necessary thereto, together with the present and future right to clear said right of way and keep the same clear of brush, timber, structures and fire hazards, including the right to restrict the growth of trees and brush on said right of way by the use of chemical sprays.

Grantors shall have the right to use the lands subject to the above described easement for all purposes not inconsistent with the uses and purposes herein set forth, except Grantors shall not build or erect any structure upon the right of way without the prior written consent of the Grantee.

If the Grantee, its successors and assigns, shall fail to use said right of way for the purposes above mentioned for a continuous period of five years after construction of said power lines, then and in that event this right of way and easement shall terminate and all rights and privileges granted hereunder shall revert to the Grantors, their heirs and assigns.

The Grantors hereby warrant that they are possessed of a marketable title to the property covered by this easement, and have the right to grant the same.

The Grantors, for themselves and their heirs and assigns, covenant to and with the Grantee, its successors and assigns, that the Grantee, its successors and assigns, shall peaceably enjoy the rights and privileges herein granted.

IN WITNESS WHEREOF, the Grantors have caused this easement to be executed this fourteenth day of August, 19 84

City of Troutdale

By: Sam K. Cox (SEAL)

Nancy B. Nixon (SEAL)

(SEAL)

STATE OF OREGON } ss.  
County of Multnomah

On this 14th day of August, 19 84, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sam K. Cox and Nancy B. Nixon

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this instrument first written.

Mary J. Eaton  
Notary Public for Oregon

11/23/86  
My commission expires

YOM/5sas  
6254a.0784

Attachment

MAY 31 1985

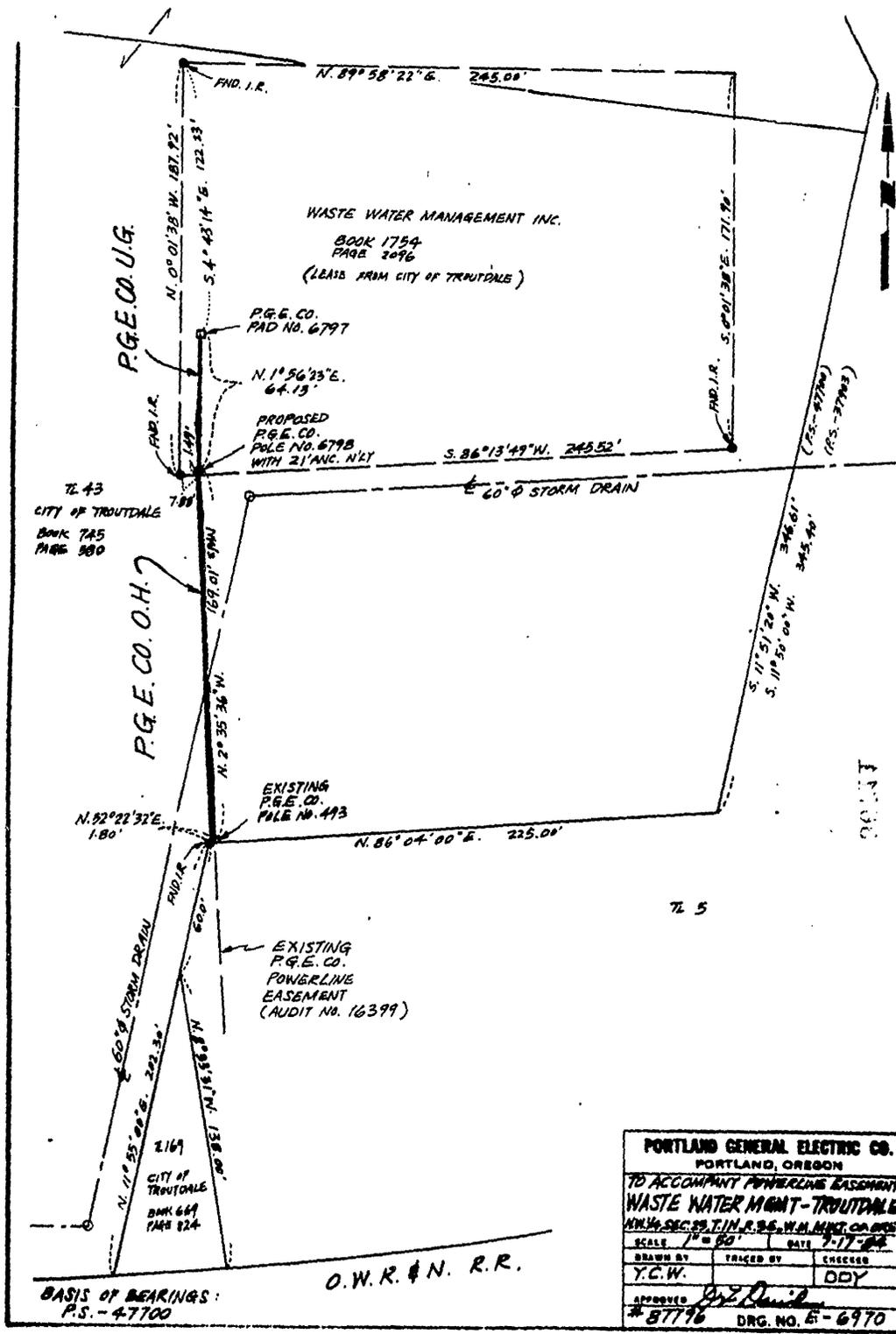
EXHIBIT A

BOOK 1627 PAGE 402

The City grants this easement subject to the terms and conditions of facility locations in public rights-of-way and the subsequent provisions of the effective franchise agreement.

The City also reserves the right to revoke this easement and/or require the undergrounding of the facility contained thereon should future plans for the associated and adjacent property so require. Should this easement be revoked the City must provide alternate locations for the needed electrical facilities and appurtenances.

MAY 31 1985



BASIS OF BEARINGS:  
P.S. - 47700

PORTLAND GENERAL ELECTRIC CO.			
PORTLAND, OREGON			
TO ACCOMPANY POWERLINE EASEMENT			
WASTE WATER MGMT - TROUTDALE			
N.W. 1/4 SEC. 29, T. 11 N., R. 26 W., W. 1/2 NE 1/4 COR. 29			
SCALE	1" = 80'	DATE	7-17-85
DRAWN BY	Y.C.W.	TRACED BY	Y.C.W.
CHECKED	DDY	DATE	
APPROVED	<i>[Signature]</i>		
# 87796	DRG. NO. E-6970		

MAY 31 1985

36711

STATE OF OREGON }  
Multnomah County

I, a Deputy for the Recorder of Conveyance, in and for Multnomah County, Oregon, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County

1985 MAY 31 AM 10: 21

RECORDERS ASSOCIATION  
MULTNOMAH CO. OREGON



In Book On Page  
1827 400

witness my hand and seal of office aforesaid.  
Recorder of Conveyance

*M Burns*  
Deputy

1700

MAY 31 1985



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** A Resolution Approving A Quitclaim Deed For A Sanitary Sewer Utility Easement Interest In Certain Real Property Located In The Urban Renewal Plan Area.

<b>MEETING TYPE:</b> City Council Regular Mtg.  <b>MEETING DATE:</b> July 14, 2020	<b>STAFF MEMBER:</b> Erich Mueller  <b>DEPARTMENT:</b> Finance
<b>ACTION REQUIRED:</b> Consent Agenda - Resolution  <b>PUBLIC HEARING:</b> No	<b>ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:</b> N/A  <u><b>Comments:</b></u>
<b>STAFF RECOMMENDATION:</b> Adopt the proposed resolution approving the quitclaim deed .	
<b>EXHIBITS:</b> None	

**SUBJECT / ISSUE RELATES TO:**

- Council Goals
- Legislative
- Other (describe)

- *Demonstrate clear progress on Troutdale Riverfront Development - Cooperate with prospective developers who pursue desirable development plans consistent with feasible public financial constraints*

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ The Troutdale Urban Renewal Agency (Agency) is charged with achieving redevelopment along the Sandy River north of downtown through the Troutdale Riverfront Renewal Plan (Plan). To facilitate the Plan redevelopment the Agency acquired real estate from both the City and Eastwinds Development LLC, (Eastwinds), and has undertaken site improvements to prepare the property for redevelopment.

**BACKGROUND:**

The property adjacent to Sandy River north of downtown Troutdale has languished in disuse for many years. Through significant public involvement during 2005 and 2006, the City created the

Reviewed and Approved by City Manager: 

adopted Plan to foster redevelopment in the Plan Area. The City established the Agency with the purpose to manage and implement the vision, goals, and projects contained in the adopted Plan.

In March 2018 the Agency acquired real property from both the City and Eastwinds creating a consolidated project site of approximately 20 acres. The Agency has been conducting environmental remediation and other site work to prepare the property for redevelopment to productive use and benefit to the community.

Part of the redevelopment process has been the preparation of a new partition plat for the site property, to establish new tax lots and to facilitate property resale. The lands involved in the partition plat boundary have had several changes of ownership and been subject to multiple easements over the past many decades.

In the interest of streamlining the partition plat process and perfecting the title, it is useful to quitclaim easements that are no longer serving their intended purpose due to obsolescence, developmental changes, rerouting of utilities, etc.

In consultation with the Agency survey team Statewide Land Surveying, and the Agency environmental remediation engineering services firm Wood Environment and Infrastructure Solutions, have determined an existing sanitary sewer utility easement is no longer needed and may be released.

Moving forward with the marketing and selling of the Agency property will be facilitated by eliminating obsolete easements. Other easements which still serve future development for the site, and protect infrastructure still in service, are reserved and not included in this resolution.

#### **SUMMARY:**

The resolution removes a no longer needed sanitary sewer utility easement on the Agency site reducing the encumbrances on the property as the partition plat for this site is finalized.

#### **PROS AND CONS:**

- A.** Approve the proposed resolution accepting the quitclaim deed reducing an encumbrance to future site redevelopment.
- B.** Not approve the proposed resolution accepting the quitclaim deed maintaining an obsolete easement and encumbrance to future site redevelopment.

**Current Year Budget Impacts:**  Yes (*describe*)  N/A  
For incidental recording fees and costs.

**Future Fiscal Impacts:**  Yes (*describe*)  N/A  
Support of a hopefully higher property resale value.

**City Attorney Approved:**  Yes  N/A and Bond Counsel.

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

## **RESOLUTION NO.**

### **A RESOLUTION APPROVING A QUITCLAIM DEED FOR A SANITARY SEWER UTILITY EASEMENT INTEREST IN CERTAIN REAL PROPERTY LOCATED IN THE URBAN RENEWAL PLAN AREA.**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. That the Urban Renewal Agency of the City of Troutdale ("Agency"), the duly formed body to implement the urban renewal in Troutdale was established by the adoption of City of Troutdale ("City") Ordinance. No. 771 on January 27, 2006.
2. That in order to protect the public health, safety, and welfare the City adopted the Troutdale Riverfront Renewal Plan ("Plan") on February 14, 2006, by Ordinance No. 773 to provide urban renewal authority to eliminate blight and foster development, and the Agency was assigned to implement the vision, goals and objectives of the Plan to achieve redevelopment of the property in the Plan Section IV Urban Renewal Area ("Plan Area").
3. That the Agency has consolidated real property in the Plan Area in preparation of redevelopment, which will serve a valuable, desirable and necessary, authorized public purpose and general power of the Agency pursuant to Oregon Revised Statutes ("ORS") 457.170, toward the fulfillment of the adopted Plan.
4. That redevelopment of the Plan Area is hindered by easements which no longer serve their intended purpose due to obsolescence, developmental changes, rerouting of utilities, or similar circumstances and are to be abandoned.
5. That a utility easement covering a portion of the Plan Area property has been determined to be obsolete and no longer needed.
6. That to support development and redevelopment within the Plan Area it is in the best interest of both the City and the Agency, for the City to revoke the obsolete easement and interest in the certain real property, and approve the attached the quitclaim deed.
7. That ORS 457.320 authorizes the City to exercise any of its powers otherwise provided by law to assist in the planning or the carrying out of an urban renewal plan.

8. That it is necessary and desirable for the City and Agency to finalize the partition plat process for Case File 19-061 through the removal of obsolete easements providing support for the future and current needs for development of the Plan Area, and that it would be in the City's best interest.

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

Section 1. The City has determined the easement to be obsolete and no longer needed, and hereby does revoke the only the Sanitary Sewer easement as recorded in Multnomah County Records Book 2272 Page 462 of Document No. 90-008201, but the remaining easements as granted by Resolution No. 785-R, Page 461, and Pages 463, 464, and 465 shall remain in full force and effect.

Section 2. The City hereby, approves and accepts the quitclaim deed in substantial conformity with Attachment A of this resolution, but with any changes the City Official may approve.

Section 3. The City finds and declares that accepting the quitclaim deed interest in the certain real property will serve a valuable, desirable, and necessary public purpose, and is for an authorized public purpose toward the fulfillment of the adopted Plan.

Section 4. The City hereby receives and accepts the foregoing quitclaim deed and accepts the of conveying of any title and interest, in fulfillment of the requirements of Oregon Revised Statutes 93.808.

Section 5. The City hereby declares it serves the public interest, and it is necessary and desirable for the City to assist the Agency to implement the adopted Plan redevelopment projects, pursuant to ORS 457.320.

Section 6. Designation of City Official. The City Manager Ray Young, and Finance Director Erich Mueller, (each an "City Official") are hereby authorized empowered and directed to act on behalf of the City, and without further action by the City Council, to sign the quitclaim deed on behalf of the City, and any and all other required and necessary documents to implement the intent of this resolution.

Section 7. Further, as applicable, to implement intent of this Resolution, comply with State statutes, administrative rules or local ordinances, and to act in the best interest of the City, and without further action by the City Council, the City Officials are hereby authorized, empowered, directed, and responsible for fulfilling the ministerial, intergovernmental, technical, compliance, procedural or promotional functions as required for the effective administration, correction, modification and implementation actions, and to take any other action as may be advisable, convenient, necessary, or

appropriate, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 8. The Finance Director is authorized and directed to disburse funds, subject to annual appropriations, as necessary to fulfill the intent of this resolution and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 9. Effective Date. This Resolution shall take effect immediately upon adoption.

**YEAS:**  
**NAYS:**  
**ABSTAINED:**

---

**Casey Ryan, Mayor**

---

**Date**

---

**Sarah Skroch, City Recorder**  
**Adopted:**



STATEWIDE LAND SURVEYING INC.

EASEMENT ABANDONMENT DESCRIPTION

11-13-19

Full release of a 10.00 wide strip of land, being 5.00 feet on each side of the below described centerline, said strip being an easement on a tract of land situated in the Northwest Quarter of Section 25, Township 1 North, Range 3 East, Willamette Meridian, County of Multnomah, State of Oregon, said easement area being more particularly described as follows:

Commencing at the southwest corner of that tract of land described in Book 745 at Page 580, Recorded August 10, 1970 in the Multnomah County Recorder's Office, said corner also being on the north line of the Oregon-Washington Railroad and Navigation Company right-of-way;

Thence South 88°44'43" East along the south line of said tract and along the north line of said right-of-way, a distance of 116.35 feet to a point of curvature;

Thence 217.19 feet along the arc of a 2740.00 foot radius circular curve to the left through a central angle of 04°32'30" (long chord is 217.14 feet and bears North 88°59'02" East) and along the north line of said right-of-way to the TRUE POINT OF BEGINNING OF SAID CENTERLINE;

Thence North 06°4'38" West, a distance of 217.78 feet;

Thence North 02°54'58" West, a distance of 374.00 feet to the TERMINUS POINT OF SAID CENTERLINE.

The above description and elements therein are based upon Property Survey 47700 on file in the Multnomah County Surveyor's Office.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 29, 1988  
GREGORY D. SPURLOCK  
2370

EXPIRES: 06/30/20

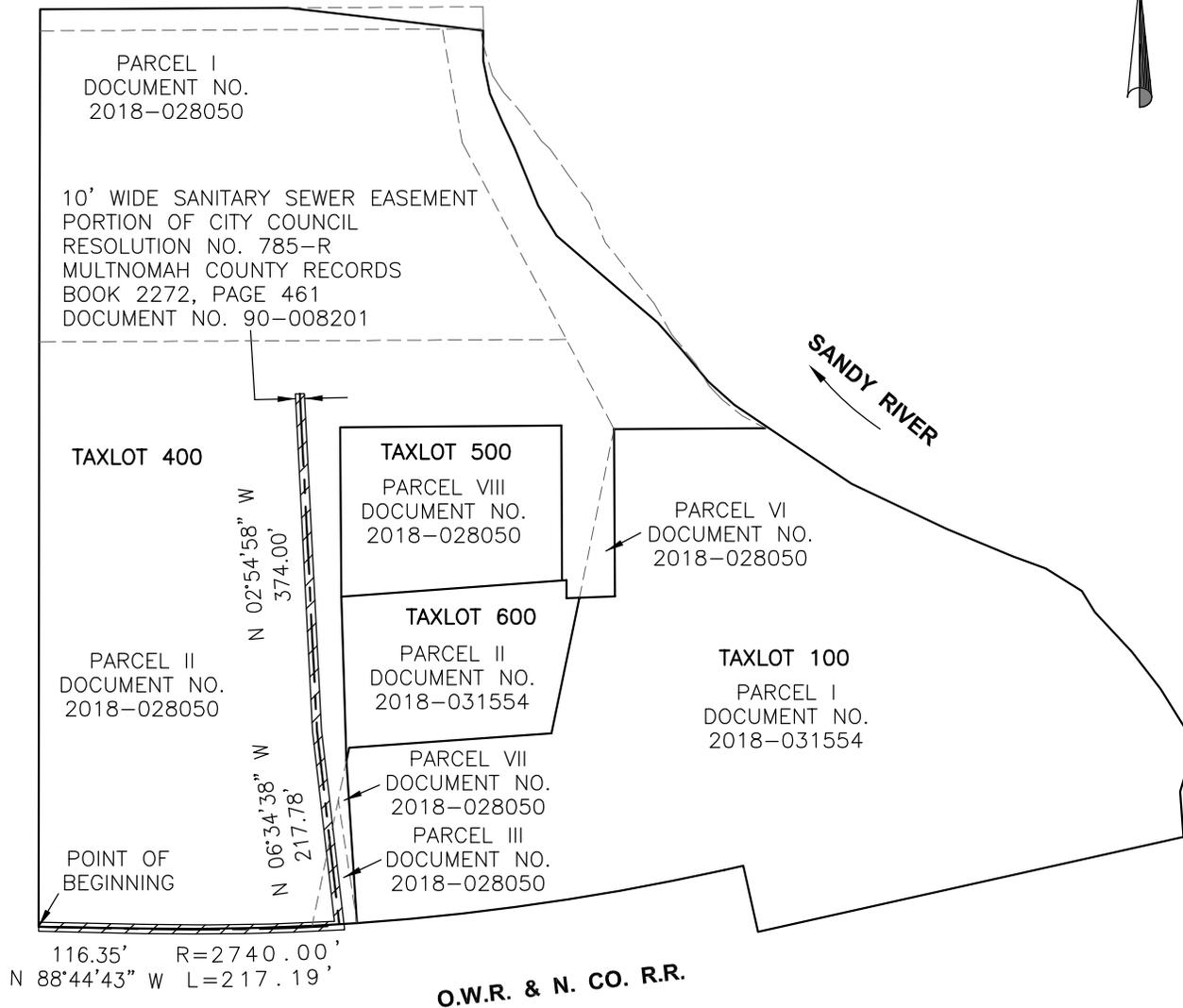
# REFERENCE MAP

## SANITARY SEWER EASEMENT

A STRIP OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 25,  
TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF TROUTDALE,  
COUNTY OF MULTNOMAH, STATE OF OREGON

FOR: CITY OF TROUTDALE URBAN RENEWAL AGENCY

HORIZONTAL DATUM: OREGON COORDINATE REFERENCE SYSTEM, PORTLAND ZONE.  
NORTH AMERICAN DATUM OF NAD83/2011(EPOCH 2010.0000); UNITS IN INTERNATIONAL FEET



### LEGEND

- = EASEMENT AREA TO BE QUITCLAIMED
- = EASEMENT CENTERLINE
- = HISTORIC PROPERTY LINE

**SCALE: 1" = 200'**



<b>STATEWIDE LAND SURVEYING INC.</b>		
<small>WWW.STATEWIDESURVEYING.COM SURVEY@STATEWIDESURVEYING.COM</small>		
<i>DRAWN</i>	<i>DATE</i>	43 N.W. AVA AVENUE GRESHAM, OR 97030 (F) 503.665.7988 (O) 503.665.7777
<i>J.B.</i>	<i>01/31/2020</i>	
<i>CHECKED</i>	<i>DATE</i>	PROJECT NO. <b>2019-044-C2</b>
<i>T.S.</i>	<i>01/31/2020</i>	
<i>SCALE</i>	<i>SHEET</i>	
<b>1"=200'</b>	<b>1/1</b>	

RESOLUTION NO. 785-R

A RESOLUTION DEDICATING CITY PROPERTY FOR UTILITY EASEMENT PURPOSES AND ACCEPTING SAID PROPERTIES AS UTILITY EASEMENTS.

WHEREAS, the City of Troutdale owns property under which is located public facilities including, but limited to, water, sewer and storm drainage; and

WHEREAS, the City desires to place these utilities within designated easements for the overall long term public good.

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

The City does both dedicate for easement purposes and accept said utility easements attached and hereto made part of this document.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 14th DAY OF NOVEMBER 1989.

YEAS 4

NAYS 1 (SCHMUNK)

ABSTAINED 1 (FOWLER)

Sam K. Cox  
Sam K. Cox, Mayor

Date Signed: November 16, 1989

ATTEST  
Valerie J. Raglione  
Valerie J. Raglione  
City Recorder  
PW79:40



Would you please conform the enclosed documents for me and return ~~it~~ <sup>them</sup> to:

Valerie J. Raglione  
City Recorder  
City of Troutdale  
104 SE Kibling Street  
Troutdale, OR 97060

ENGINEERING  
PLANNING  
SURVEYING  
LAND DEVELOPMENT

KENT W. COX and ASSOCIATES, INC.  
Consulting Engineers - Land Surveyors  
204 N.E. KELLY AVENUE  
GRESHAM, OREGON 97030  
(503) 667-4464



Registration:  
Oregon  
Idaho  
Washington

Affiliations:  
American Society of Civil Engineers  
Professional Land Surveyors of Oregon  
American Congress of Surveying and Mapping

**SANITARY SEWER EASEMENT DESCRIPTION  
CITY OF TROUTDALE TO THE CITY OF TROUTDALE**

PROJECT NO. 89 088  
November 13, 1989

A 10.00 foot wide strip of land, being 5.00 feet on each side of the following described centerline and within the northwest quarter of Section 25, Township 1 North, Range 3 East of the Willamette Meridian, County of Multnomah, State of Oregon, said centerline being further described as follows:

Commencing at the southwest corner of that tract of land described in Book 745 at Page 580, Recorded August 10, 1970 in the Multnomah County Recorder's Office, said corner also being on the north line of the Oregon-Washington Railroad and Navigation Company right-of-way; thence South  $88^{\circ}44'43''$  East along the south line of said tract and along the north line of said right-of-way, a distance of 116.35 feet to a point of curvature; thence 217.19 feet along the arc of a 2740.00 foot radius circular curve to the left through a central angle of  $04^{\circ}32'38''$  (long chord is 217.14 feet and bears North  $88^{\circ}59'02''$  East) and along the north line of said right-of-way to the TRUE POINT OF BEGINNING OF SAID CENTERLINE; thence North  $06^{\circ}34'38''$  West, a distance of 217.78 feet; thence North  $02^{\circ}54'58''$  West, a distance of 374.00 feet to the TERMINUS POINT OF SAID CENTERLINE.

The above description and elements therein are based upon Property Survey 47700 on file in the Multnomah County Surveyor's Office.



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** Emergency ordinance to cap fees delivery services charge during COVID-19 state of emergency.

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Ed Trompke, City Attorney

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Legal

**ACTION REQUIRED:**  
Ordinance - Adoption

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**

**PUBLIC HEARING:**  
Yes

N/A

**Comments:**

**STAFF RECOMMENDATION:** The Council may adopt the ordinance, postpone adoption of the ordinance and study the proposal further, or not enact the ordinance.

**EXHIBITS:**

**SUBJECT / ISSUE RELATES TO:**

Council Goals

Legislative

Other (describe)

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ This temporary ordinance would cap the fees third-party app-based charge restaurants during the COVID-19 emergency.
- ◆ The temporary ordinance will also prevent reduction in compensation rates paid to the person making deliveries.
- ◆ Suggest any final language or other suggestions before adoption.
- ◆ Does the Council wish to adopt the proposed ordinance, effective immediately?

**BACKGROUND:**

This ordinance limits third-party app-based food delivery platform fees during the COVID-19 emergency. It restricts the commissions and fees third-party ordering services and delivery

Reviewed and Approved by City Manager:

services may charge restaurants and prevents third-party delivery services from reducing the compensation rates paid to the person making deliveries.

This regulation mirrors regulations other cities have taken during the COVID-19 emergency to protect restaurants and third-party food delivery persons.

**PROS & CONS:**

Pros:

- Allows the public the convenience of on-line and phone app food ordering; and
- Spreads economic burdens among restaurants and third-party food ordering apps

Cons:

- May tend to stifle creation of new on-line and phone-based apps; and
- May cause third party ordering and delivery providers to withdraw from the city.

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

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

**City Attorney Approved:**     Yes     N/A

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

## **ORDINANCE NO.**

### **AN ORDINANCE TO ADOPT EMERGENCY TEMPORARY LIMITATIONS ON THE COMMISSIONS AND FEES THIRD-PARTY ORDERING AND DELIVERY SERVICES MAY CHARGE RESTAURANTS DURING THE COVID-19 EMERGENCY**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. On March 8, 2020, Governor Kate Brown issued Executive Order 20-08 declaring an emergency under ORS 401.165 due to the public health threat posed by the novel infectious coronavirus (COVID-19).
2. On March 8, 2020, Governor Kate Brown issued Executive Order 20-07 prohibiting on-premises consumption of food or drink. The order closed restaurant dining rooms, leaving them reliant on take-out and delivery to stay open.
3. On March 16, 2020, Mayor Ryan declared the City of Troutdale to be in a State of Emergency due to the public health impacts of COVID-19.
4. On June 30, 2020, Governor Kate Brown extended Executive Order 20-08 for an additional 60 days, until September 4, 2020.
5. On July 2, 2020, Multnomah County Commissioners extended the state of emergency to September 30, 2020.
6. The COVID-19 Oregon reopening plan requires distanced seating and other capacity reductions until a reliable treatment or vaccine is required.
7. Restaurants are a key part of Troutdale's economy and social fabric, and among the hardest hit, and most impacted by the COVID-19 crisis. As a result of the crisis, all Troutdale food establishments have suffered temporary closures and loss of business, and numerous cherished Troutdale establishments are at risk of permanently closing, or have permanently closed.
8. Many of these restaurants continue to operate by selling food and beverages through take-out and delivery, as a primary source of income during this crisis.
9. In addition to accepting the direct ordering of food and beverage from customers to these restaurants, several third-party, app-based delivery platforms allow customers to place orders through the online applications or phone, which are then transmitted to local restaurants for preparation.

10. Many consumers are eager to support local restaurants and use third-party, app based delivery platforms to place orders with those restaurants while at the same time maintaining social distancing, and these third-party platforms charge commissions and fees to restaurants based on the purchase price.
11. While each service agreement between restaurants and third-party platforms vary, they can include fees of up to 30% or more of the purchase price.
12. Restaurants, and particularly small, family-owned restaurants with few locations, have limited bargaining power to negotiate lower commissions and fees with third-party, app-based delivery platforms because only a few companies in the marketplace provide such delivery services, and restaurants face dire financial circumstances during this COVID-19 pandemic with limited take-out and delivery as the only options to keep the business in operation.
13. These commissions and fees are excessive and present a substantial hardship during a time of great economic uncertainty for many local small businesses. Loss of these small businesses will have a substantial, long-term negative impact on the public.
14. Capping the fees for services charged by third-party, app-based food delivery platforms at a maximum of 10% of the purchase price for all services, including delivery or pick-up orders while restaurants are unable to provide unrestricted dine-in service, will accomplish the fundamental government purpose of easing the financial burden on struggling restaurants that offer services to the public during this public health emergency and will not unduly burden the third-party, app-based delivery platforms.
15. During this time of local economic shutdown and uncertainty caused by the COVID-19 pandemic, many vulnerable workers have found work opportunities as delivery drivers for these third-party delivery platforms to financially support themselves and their families.
16. Third-party, app-based delivery platforms will further undermine already vulnerable workers if the companies reduce compensation rates paid to these delivery drivers as a result of this Ordinance capping delivery commissions and fees.
17. Cities including Seattle, San Francisco, New York City, Jersey City, Portland, and the District of Columbia have already taken similar action to limit the commissions and fees charged for use of third-party, app-based food delivery platforms and prevent reduced compensation to delivery drivers.

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

Section 1. Attachment A is by this reference incorporated as if set out verbatim and is hereby enacted as the Emergency Temporary Limitations on the Fees Third-Party Delivery Services May Charge restaurants during the COVID-19 Emergency

Section 2. The Council declares that an emergency exists because the State of Emergency, declared by Mayor Ryan on March 16, 2020, and ratified by Council, due to the impacts of the novel COVID-19 persists, which has an immediate and ongoing impact on restaurants and immediate action is required to ease the financial burdens effecting these businesses that warrants this urgent measure, which finding is based upon the facts stated in the recitals above. Therefore, this ordinance shall be immediately effective upon its passage by the Council.

**YEAS:  
NAYS:  
ABSTAINED:**

\_\_\_\_\_  
**Casey Ryan, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Sarah Skroch, City Recorder**  
**Adopted:**

**A. Authority and Applicability.**

For the duration of the State of Emergency due to the public health impacts of COVID-19 and continuing for the duration of the state ordered state of emergency, and terminating at 12:01 am on the first day of the first month following the end of that State of Emergency, the following emergency, temporary limitations on the commissions and fees that third-party order and/or delivery services may charge restaurants will remain in place.

**B. Definitions.**

1. “Restaurant” has the meaning provided by ORS 624.010(9).
2. “Third-Party, App-Based Food Delivery Platform” means any website, mobile application, or other service that offers or arranges for the sale of food and/or beverages prepared by, and the same-day delivery or same-day pick-up of food and beverages from a Restaurant.
3. “Purchase Price” means the menu price of an online or phone order. Such term excludes taxes, gratuities, and any other fees that may make up the total cost to the customer of an online order.
4. “State of Emergency” means a declared state of emergency pursuant to Resolution 2490 of the City of Troutdale.

**C. General Provisions.**

1. It shall be unlawful for a Third-Party, App-Based Food Delivery Platform to charge a Restaurant a fee or commission, however characterized, (including, without limitation, any delivery fee) for the use of its services that totals more than 10% of the Purchase Price of the order made through the Third-Party, App-Based Food Delivery Platform.
2. It shall be unlawful for a Third-Party, App-Based, Food Delivery Platform to reduce the compensation rates paid to the person making deliveries on behalf of the Third-Party, App-Based, Food Delivery Platform, or garnish gratuities, as a result of the requirements set forth in this Ordinance.

**D. Enforcement and Penalties.**

Any person that violates any provision of this order shall be subject to a civil penalties enforceable under the Troutdale Municipal Code of \$500 per violation. Violations of this order shall accrue on a daily basis, and a separate violation shall occur for each day and for each Restaurant charged a fee in violation of this ordinance.



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** A Resolution Authorizing A Loan From The Brownfields Redevelopment Fund And Entering Into A Financing Contract With The Oregon Business Development Department To Finance Troutdale Urban Renewal Projects, And Related Matters.

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Erich Mueller

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Finance

**ACTION REQUIRED:**  
Resolution

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**  
N/A

**PUBLIC HEARING:**  
No

**Comments:**

**STAFF RECOMMENDATION:** Adopt the proposed resolution authorizing the execution of a \$1.5 million financing agreement with Business Oregon .

**EXHIBITS:** A. IGA with the Urban Renewal Agency for a \$1.5 million loan.

**SUBJECT / ISSUE RELATES TO:**

- Council Goals
  Legislative
  Other (describe)

- *Demonstrate clear progress on Troutdale Riverfront Development – Cooperate with prospective developers who pursue desirable development plans consistent with feasible public financial constraints*

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ The Troutdale Urban Renewal Agency (Agency) is charged with achieving redevelopment along the Sandy River north of downtown through the Troutdale Riverfront Renewal Plan (Plan). To facilitate the Plan redevelopment the Agency acquired real estate from both the City and Eastwinds Development LLC, (Eastwinds), and has undertaken site improvements to prepare the property for redevelopment.
- ◆ The Consent Judgement Prospective Purchaser Agreement (PPA) with the Oregon Department of Environmental Quality (DEQ) provides the Agency with environmental liability protection on the project site and obligates the Agency to complete the required environmental remediation.

Reviewed and Approved by City Manager:

- ◆ The required environmental remediation has proved more time consuming and costly than previously estimated, requiring more financing for the Agency to complete the court mandated requirements of the Consent Judgement PPA.
- ◆ Additional borrowing of \$1,500,000 from the City is necessary for the Agency to complete the environmental remediation and site preparation for the needed redevelopment actions of the Plan.

## **BACKGROUND:**

The property adjacent to Sandy River north of downtown Troutdale has languished in disuse for many years. Through significant public involvement during 2005 and 2006, the City created Troutdale Riverfront Renewal Plan (Plan) to foster redevelopment in the riverfront Plan Area. The City established the Troutdale Urban Renewal Agency (Agency) with the purpose to manage and implement the vision, goals, and projects contained in the Plan.

In March 2018 the Agency acquired real property from both the City and Eastwinds Development LLC creating a consolidated project site of approximately 20 acres. At various locations across the 20-acre site past environmental contamination of varying degrees has occurred. The Agency entered into a Consent Judgement PPA with DEQ in which the Agency is obligated to expedite removal or remedial action of hazardous substances at the site to facilitate productive reuse of contaminated property, in exchange for providing the Agency, and future property owners, liability protection for pre-acquisition releases of hazardous substances at or from the property.

The Agency has committed to providing a site where the environmental remediation has been performed to higher clean-up standard, attaining compliance with the urban residential risk-based concentrations toxicity screening criteria. Achieving compliance with the higher urban residential clean-up standard will allow more options for productive reuse of the site, including housing, and not limit the site to only commercial or industrial reuse. The PPA liability protection can also be transferred with the land providing future developers with continued environmental liability protection.

In 2018 City assisted the Agency by loaning the Agency \$5,000,000 to finance the real property purchase and redevelopment actions, and the Agency committed to repay to the City from the proceeds of the subsequent resale of the real property for private redevelopment.

In August 2018 after a competitive bid public procurement process the Agency awarded a demolition and environmental clean-up contract. The initial project completion was December 31, 2018, due to more complicated and difficult remedial actions the project required an additional year to complete the site work. The required reporting and DEQ compliance review are currently in process. The delays and additional costs have exceeded the prior estimates.

More extensive asbestos contamination has significantly increased the remediation costs in particularly for the pullery building. The building was at least four separate structures which were added to and remodeled for decades, creating voids, false roofs, and gaps. Lots of asbestos containing material (ACM) was discovered in subsequent layers. The type of remodeling, and lack of independent foundations and structural supports, significantly complicated the demolition process and exponentially expanded the quantity of what DEQ considered hazardous building materials (HBM) resulting from ACM contamination as a result of the demolition process. Significantly higher costs were incurred for the HBM required monitoring, testing, reporting, and off-site disposal.

These and other conditions on the site have resulted in higher costs with the demolition contractor, and have also required additional costs for the environmental engineering supervision costs, and for DEQ review and monitoring costs.

### **Current Status:**

The Agency lacked sufficient resources to complete the environmental remediation, and create a clean, empty, “shovel ready” site prepared for redevelopment. Given the additional costs required to complete the court mandated requirements of the Consent Judgement PPA, the Agency needed additional financing. In June 2020 the City Council approved a budget adjustment to loan an additional \$1,500,000 to the Agency.

The Oregon Business Development Department (“OBDD”) through the Brownfields Redevelopment Fund, and in conjunction with DEQ, has supported a loan to complete the environmental remediation at the site. The Agency Board authorized a loan application from the Brownfields Redevelopment Fund. Following many months of review and additional documentation, a \$1,500,000 loan from the Brownfields Redevelopment Fund to City, rather than directly to Agency, was approved.

### **Credit Considerations:**

A full faith and credit pledge requires repayment to lender from any legally available resource of the City. The borrowing structure is a bit complicated by the City and Agency having to comply with the constitutional “lending of credit” prohibition. The City may borrow and lend to the Agency as another public body. However, upon sale of the real estate to a private party, a developer, the City’s borrowing must be paid off otherwise the outstanding debt is considered to be benefiting a private party which violates the prohibitions of Article XI, Section 9 of the Oregon Constitution.

## **Risk Considerations:**

The IGA provides for the Agency to repay the City from the subsequent real property sale for private development. The intention of the IGA is to make the City whole by the Agency repaying the City all the borrowing costs, principal and interest expenses. However, it is the City which is obligated to make payments to the OBDD. The City bears both the timing risk, and the risk of inadequate resale proceeds.

During the months (years) while Agency spends the funds to purchase the property and complete the environmental remediation and market the site for resale, the City is responsible to make the required payments without any funds coming from the Agency. These will be new expenses for the General Fund. Once the property is ready for resale there may be marketplace delays as well.

The second risk is that the resale of the property results in less than sufficient funds to pay off the outstanding loan balance. The Agency is obligated under the IGA to pay the City from the property sale proceeds, however if the fair reuse value at which the Agency sells the property is less than the costs, there will be inadequate funds to repay the City in full. However, the City will still be required to repay the loan in full at that time to comply with the above lending of credit prohibition.

There is a cash flow cost to the General Fund, until the sale of the property, which will impact both the budget and the ending fund balance. The intent is for the ultimate resale proceeds to be sufficient to repay the City for the loan amount outstanding as well as the interest payments the City has made during the site preparation period.

The Resolution Attachment 1 is the Business Oregon Brownfield Redevelopment Fund financing contract. City payments for the loan would be zero for year 1, interest only for year 2 of approximately \$46,000, and approximately \$211,000 of principal and interest payments annually for years 3 through 10.

The City already has payment obligations for the previous \$5,000,000 full faith and credit borrowing on behalf of the Agency.

## **Tax Increment Financing (TIF) Borrowing:**

Since formation in 2006 to date, the Agency has only borrowed from the City and used the little TIF received to make payments to the City. The TIF has been used for principal and interest repayments to the City. The borrowed funds have been used toward the project, primarily for environmental assessment and other consulting services costs. Currently the Agency owes the

City \$200,000 plus interest. A total of \$1,300,000 of the \$7,000,000 TIF lifetime limit has been borrowed from 2006 to date.

The proposed \$1,500,000 City Business Oregon Brownfield Redevelopment Fund loan is not intended to be repaid with TIF revenue and is not included within the \$7,000,000 maximum amount of indebtedness to be repaid from tax increment financing under the Plan.

A second debt cycle is planned after the site preparation is completed and the property is resold by the Agency to private developers, and the two City full faith and credit borrowings totaling \$6,500,000 debt is paid off.

The second debt cycle would likely be another City full faith and credit borrowing, but which would be TIF backed, borrowing the remaining maximum amount of indebtedness available at that time. However, the amount of TIF borrowing available may be reduced if the property is sold for less than \$6,500,000. The TIF backed borrowing proceeds would be used for the remaining public purpose projects in the Plan, such as the Sandy River Access Plan, estimated at \$4,600,000, and other public infrastructure.

### **Approval Tonight:**

The resolution tonight authorizes the City to borrow \$1,500,000 from OBDD, to be secured by a pledge of the City's full faith and credit. With the purpose for the City to loan to the Agency funding needed for the remaining environmental remediation actions and site improvements. The resolution also approves entering into an intergovernmental agreement (IGA) with the Agency to repay to the City from the subsequent real property sale for private redevelopment. The IGA is attached as Exhibit A.

In June 2020 the Agency adopted a resolution to borrow the \$1,500,000 from the City and approved an IGA with City for the repayment of the loan.

### **SUMMARY:**

The resolution provides authorization for the City to borrow the funds necessary for the Agency to complete the real property environmental remediation of the court mandated requirements of the Consent Judgement PPA, and for site redevelopment preparation.

The borrowing decision is not risk free for the City. The full faith and credit pledge requires the City to repayment to lender from any legally available resources regardless of how and when the

redevelopment efforts progress for the Agency. There is no guarantee that the Agency will be able to repay the City, or when the repayment would occur.

The resolution provides authorization for the City to borrow \$1,500,000 from OBDD for the City funds already advanced to the Agency in June 2020.

**PROS AND CONS:**

- A. Approve the proposed resolution which authorizes the City to borrow \$1,500,000 from the OBDD Brownfields Redevelopment Fund, secured by a pledge of the City’s full faith and credit, to fund completion of the real property environmental remediation in the Riverfront Renewal Plan Area.
  
- B. Not approve the proposed resolution reducing the City General Fund balance by \$1,500,000 for the funds loaned to the Agency in June, potentially creating both audit issues and violation of Local Budget Law requirements.

<p><b>Current Year Budget Impacts:</b> <input checked="" type="checkbox"/> Yes (<i>describe</i>) <input type="checkbox"/> N/A For both the City and Agency, Supplemental Budget public notices and hearings to receive the loan proceeds as well as legal and financing costs.</p> <p><b>Future Fiscal Impacts:</b> <input checked="" type="checkbox"/> Yes (<i>describe</i>) <input type="checkbox"/> N/A City debt service obligations during the term of the new debt.</p> <p><b>City Attorney Approved:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A and Bond Counsel.</p> <p><b>Community Involvement Process:</b> <input type="checkbox"/> Yes (<i>describe</i>) <input checked="" type="checkbox"/> N/A</p>
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**INTERGOVERNMENTAL AGREEMENT RELATED TO THE LENDING OF FUNDS  
FROM THE CITY OF TROUTDALE  
TO THE URBAN RENEWAL AGENCY OF THE CITY OF TROUTDALE**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between the City of Troutdale, an Oregon municipal corporation (the “City”), and the Urban Renewal Agency of the City of Troutdale, an Oregon urban renewal agency formed under ORS Chapter 457 (the “Agency”).

**RECITALS:**

Whereas, the Agency is the duly formed body to implement urban renewal in Troutdale formed by the adoption of City Ordinance. No. 771 on January 27, 2006 and duly activated by the City, exercising its powers to engage in urban renewal activity as authorized by Oregon Revised Statutes (“ORS”) Chapter 457;

Whereas, the City adopted the Troutdale Riverfront Renewal Plan, which has subsequently been amended and may in the future be amended in accordance with its terms (“Plan”) on February 14, 2006, by Ordinance No. 773 to provide tax increment funding and urban renewal authority to eliminate blight and foster development and redevelopment within the Troutdale Riverfront Renewal Area (“Plan Area”) and assigned the Agency to implement the Plan vision, goals and objectives which include property acquisition and supporting redevelopment of the Plan Area, in order to protect the public health, safety, and welfare;

Whereas, the Board of the Agency and the City Council have determined that a need exists to finance certain projects located within the Plan Area and described in the Plan (collectively, the “Project”);

Whereas, the Agency does not have sufficient revenues to finance the Project;

Whereas, the City and the Agency have determined that financing the Project through a borrowing of the City and obligating the Agency to repay that borrowing through this intergovernmental agreement (“IGA”) is financially feasible and in the parties’ best interest;

Whereas, the City executed a Loan Contract (the “Financing Agreement”) in the amount of \$\_\_\_\_\_ dated \_\_\_\_\_, 2020 to finance the Project and pay costs of the financing;

Whereas, ORS 190.010 authorizes the City and the Agency to enter, and the City and the Agency desire to enter into this IGA.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**Section 1: Financing Payments.**

1.1 The Financing Payments.

The Agency hereby agrees to pay to the City the amounts that the City is obligated to pay under Financing Agreement in a maximum principal amount of \$[principal amount of City borrowing]. Because the Financing Agreement is a draw down borrowing, the amounts due under the Financing Agreement are not yet established. The City covenants to alert the Agency of the payment schedule as soon as it is established.

1.2 Security for the Obligation of the Agency to Pay the Financing Payments.

The Agency is obligated to make the payments due from the City under the Financing Agreement. However, the Agency is only obligated to make those payments from the proceeds of the sale of the property related to the Project financed with the proceeds of the Financing Agreement (the "Property"), and unspent proceeds of the Financing Agreement.

**Section 2: Covenants to Allow City to Comply with Article XI, Section 9 of the Oregon Constitution.**

This section applies unless the Agency and City otherwise receive an opinion from bond counsel.

The Agency and City hereby covenant that so long as the Financing Agreement or this Intergovernmental Agreement remains outstanding:

- (1) The Property can only be sold to a private party if the sale meets the following conditions:

- the sale is for cash;

- at not less than fair reuse value as defined in ORS 457.230; and

- the sale is in an amount sufficient, considering other legally available sources of revenues, to pay off all amounts due from the City under the Financing Agreement allocable to the portion of the Property being sold.

- (2) If a sale is permitted under (1), above and all or a portion of the Property is sold to a private party, proceeds from the sale, and, if necessary, other legally available sources of revenues, need to be applied immediately to pay off all amounts due from the City under the Financing Agreement allocable to the portion of the Property being sold.

- (3) Neither the Agency nor City will take any action related to the Property designed to benefit a particular private party. This includes making improvements on the Property to benefit a particular developer or development. This covenant does not limit the Agency's ability to make changes to the Property to prepare the Property for development so long as those changes are general in nature, designed to facilitate development on the site and not designed to benefit or accommodate a particular project or developer.

### **Section 3: Prepayment.**

If the City exercises its option to prepay the Financing Payments in whole or in part, unless the Agency consents in advance and in writing, the Agency shall not be obligated to prepay the amounts due from it under this Intergovernmental Agreement.

### **Section 4: Representations of the Agency.**

The Agency will only spend the proceeds of the Financing Agreement on the Project so long as the Project is described in the Plan, located in the Plan Area, and the Property is owned by the City or the Agency.

### **Section 5: Indemnification.**

Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, the parties agree to defend, indemnify, and hold each other, their officers, agents, and employees harmless from all claims, suits, or actions of whatsoever kind, which arise out of or result from the transfer of funds.

### **Section 6: Modification.**

This agreement may not be altered, modified, supplemented or amended in any manner whatsoever except by the mutual agreement of the parties in writing. Any such alteration, modification, supplementation or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties.

### **Section 7: Waiver.**

No provision of this agreement may be waived except in writing by the party waiving compliance. No waiver of any provision of this agreement shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or of any other provision.

### **Section 8: Severability.**

The parties agree that if any term or provision of the agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties

shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

IN WITNESS WHEREOF, the execution of which having been first duly authorized according to law.

**URBAN RENEWAL AGENCY  
OF THE CITY OF TROUTDALE**

\_\_\_\_\_  
Ray Young  
Executive Director

\_\_\_\_\_  
Date

CITY OF TROUTDALE

\_\_\_\_\_  
Erich Mueller  
Finance Director

\_\_\_\_\_  
Date

## **RESOLUTION NO.**

### **A RESOLUTION AUTHORIZING A LOAN FROM THE BROWNFIELDS REDEVELOPMENT FUND AND ENTERING INTO A FINANCING CONTRACT WITH THE OREGON BUSINESS DEVELOPMENT DEPARTMENT TO FINANCE TROUTDALE URBAN RENEWAL PROJECTS, AND RELATED MATTERS.**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. That the Oregon Revised Statutes (“ORS”) 285A.185 through 285A.188 (the “Act”) authorize any municipality to file an application with the Oregon Business Development Department (“OBDD”) to obtain financial assistance from the Brownfields Redevelopment Fund.
2. That ORS 271.390 authorizes the City of Troutdale (“City”) to enter into financing contracts to finance real and personal property so long as the estimated weighted average life of the financing does not exceed the estimated dollar weighted average life of the project to be financed, and the Troutdale City Council (“City Council”) determines the project is needed.
3. That the Urban Renewal Agency of the City of Troutdale (“Agency”), the duly formed body to implement urban renewal plans in Troutdale was established by the adoption of City Ordinance. No. 771 on January 27, 2006.
4. That in order to protect the public health, safety, and welfare the City adopted the Troutdale Riverfront Renewal Plan (“Plan”) on February 14, 2006, by Ordinance No. 773 to provide urban renewal authority to eliminate blight and foster development, and the Agency was assigned to implement the vision, goals and objectives of the Plan to achieve redevelopment of the property in the Plan Section IV Urban Renewal Area (“Plan Area”).
5. That at various locations across the 20 acre project site past environmental contamination of varying degrees has occurred, and to protect the Agency from potential liability for pre-acquisition releases of hazardous substances at or from the property, the Agency on January 16, 2018 adopted Resolution No. 43 approving and entering into a Prospective Purchaser Agreement (“PPA”) Consent Judgement with the Oregon Department of Environmental Quality (“DEQ”).

6. That environmental assessments within the Plan Area and required remediation of environmental conditions is an authorized project of the Plan Section V.G. and is an authorized general power of the Agency pursuant to ORS 457.170.
7. That due to greater than estimated project costs for the environmental remediation actions of hazardous substances necessary to facilitate productive reuse of contaminated property, the Agency does not have sufficient financial resources to complete the court mandated requirements of the Consent Judgement PPA and needs additional financing to complete the necessary remediation actions.
8. That ORS 457.320 authorizes the City to exercise any of its powers otherwise provided by law to assist in the planning or the carrying out of an urban renewal plan.
9. That the City adopted Resolution No. 2397 on October 10, 2017 which finds and declares it serves the public interest, and it is necessary and desirable for the City to assist the Agency by the financing of the real property purchase, remediation of environmental conditions, and redevelopment actions in order to implement the Plan redevelopment projects, benefiting the public health, safety and welfare of the community.
10. That the Agency and City have determined that the financing of the real property, remediation of environmental conditions and redevelopment actions, through a borrowing of the City and obligating the Agency to repay that borrowing through an IGA, is financially feasible and in the parties' best interest.
11. That the City has filed an application with OBDD to obtain financial assistance from the Brownfields Redevelopment Fund pursuant to the Act, and OBDD has approved the City's application for financial assistance.
12. That the City is required, as a prerequisite to the receipt of financial assistance from OBDD, to enter into a Financing Contract with OBDD, number N20018, substantially in the form attached hereto as Resolution Attachment 1. The project is described in Exhibit C to that Financing Contract (the "Project") and is located in the Plan Area.
13. That it is necessary and desirable for the City to obtain a \$1,500,000 loan from OBDD for the purpose of financing the remediation of environmental conditions of the Project and that it would be in the City's best interest.

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

Section 1. Financing Loan Authorized. The City Council authorizes and directs the City Manager, Ray Young, and Finance Director, Erich Mueller (each an “Authorized Officer”) to execute on behalf of City the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a loan from OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from OBDD to the City is not in excess of \$1,500,000 (with \$60,000 eligible for principal forgiveness if contract conditions are met) and an interest rate of 3.00% per annum. The proceeds of the loan from OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract with OBDD, number N20018, which is hereby approved substantially in the form attached hereto as Resolution Attachment 1 with such changes as may be approved by the Authorized Officer.

Section 2. Sources of Repayment. Amounts payable by the City are payable from the sources described in section 4 of the Financing Contract, which include the General Fund of the City, and or any other legally available sources of revenue.

Section 3. Determination of Need. Pursuant to ORS 271.390, the City Council in accordance with the findings set forth above, in order to facilitate redevelopment and the remediation of environmental conditions in the Plan Area, hereby determines that the Project is needed.

Section 4. Agency Repayment. The Authorized Officer is authorized to enter into an intergovernmental agreement (“IGA”) with the Urban Renewal Agency of the City (the “Agency”), under which the Agency agrees to pay all amounts due from the City under the Financing Contract. However, the Agency is only obligated to make those payments from the proceeds of the sale of the Project, and unspent proceeds of the Financing Contract. The IGA may also contain requirements to prepay portions of the Financing Contract if the Project, or a portion of it, is sold to private entities. The City Council hereby approves the IGA with the Agency in substantially the form of Exhibit A of the Staff Report with such changes as may be approved by the Authorized Officer.

Section 5. Assistance to Agency. The City hereby declares it serves the public interest, and it is necessary and desirable for the City to assist the Agency to finance the Project in order to implement the Troutdale Riverfront Renewal Plan redevelopment projects, pursuant to ORS 457.320.

Section 6. Appointment of Special Counsel. The City Council appoints Hawkins Delafield & Wood LLP as Special Counsel for the Financing Contract with OBDD, number N20018, to provide a portion of the opinions required by OBDD.

Section 7. Further, as applicable, to implement intent of this Resolution, comply with State statutes, administrative rules or local ordinances, and to act in the best interest of the City, and without further action by the City Council, the Authorized Officers are hereby authorized, empowered, directed, and responsible for fulfilling the ministerial, intergovernmental, technical, compliance, procedural or promotional functions as required for the effective administration, correction, modification and implementation of the Financing Documents, and to take any other action as may be advisable, convenient, necessary, or appropriate, and the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 8. The Finance Director is authorized and directed to disburse funds, subject to annual appropriations, as necessary to fulfill the intent of this resolution and the IGA and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 9. Effective Date. This Resolution shall take effect immediately upon adoption.

**YEAS:**  
**NAYS:**  
**ABSTAINED:**

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**Casey Ryan, Mayor**

---

**Date**

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**Sarah Skroch, City Recorder**  
**Adopted:**

OREGON BUSINESS DEVELOPMENT DEPARTMENT  
BROWNFIELDS REDEVELOPMENT FUND  
FINANCING CONTRACT

Project Name: Riverfront Redevelopment Cleanup Project

Project Number: N20018

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD"), and the City of Troutdale ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description; Project Special Condition
Exhibit D	Project Budget

This Contract also includes Exhibit E - Summary of Loan Terms, only for informational purposes.

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$4,000,000.

"Loan Amount" means \$1,500,000.

"Maturity Date" means the 9<sup>th</sup> anniversary of the Repayment Commencement Date.

"Interest Rate" means 3.00% per annum, computed by counting actual days occurring in a 360-day year.

"Payment Date" means the 1<sup>st</sup> day of each month.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur thirteen months after the first disbursement is made.

**SECTION 2 - FINANCIAL ASSISTANCE**

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

### SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

### SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest and Loan Payments. From the date of the first disbursement and the 12 consecutive calendar months thereafter, no payments are due and no interest will accrue. Thereafter, interest accrues at the Interest Rate on the amount already disbursed and on each disbursement until the Loan is fully paid. Recipient shall make interest-only payments on each Payment Date for months 13 through 24, each payment sufficient to pay the interest accrued to the date of payment. Thereafter, for month 25 and continuing until the Loan is fully repaid, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.

The Recipient authorizes OBDD to calculate accrued interest and the payments for purposes including, but not limited to, loan amortization schedule, loan prepayment, and loan payoff. Absent manifest error, such calculations will be conclusive.

- C. [Reserved.]

D. Loan Prepayments.

- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
- (2) Optional Prepayment. The Recipient may prepay, without any premium or penalty, all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

F. Forgiveness. If Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and upon OBDD acceptance of documentation of approval by Oregon DEQ, and provided that no Event of Default has occurred, OBDD shall, 90 days after the Project Completion Date, forgive repayment of up to \$60,000 of the Loan.

**SECTION 5 - CONDITIONS PRECEDENT**

A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient.
- (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
- (3) An opinion of Recipient's Counsel.
- (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

- (1) There is no Default or Event of Default.
- (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Brownfields Redevelopment Fund ("Fund") for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

- (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
- (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (6) The Recipient has delivered documentation satisfactory to OBDD that all requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
- (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

#### **SECTION 6 - USE OF FINANCIAL ASSISTANCE**

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit E. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

#### **SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
  - (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
  - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.

- (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

## SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
  - (2) State labor standards and wage rates found in ORS chapter 279C.
- These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. The Recipient shall:
- (1) [Reserved.]
  - (2) [Reserved.]
  - (3) Ensure that a professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
  - (4) Permit OBDD to conduct inspection of the Project at any time.
  - (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
  - (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
  - (7) Comply with regulatory oversight through the Oregon Department of Environmental Quality's Voluntary Cleanup Program.
  - (8) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
  - (9) Acknowledge in some public fashion that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
- D. Ownership of Project. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.

- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. However, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at [https://www.oregonlegislature.gov/bills\\_laws/ors/ors200.html](https://www.oregonlegislature.gov/bills_laws/ors/ors200.html). Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- O. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- P. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

<b>SECTION 9 - DEFAULTS</b>
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Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.

- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within any applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

**SECTION 10 - REMEDIES**

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
  - (1) Terminating OBDD’s commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
  - (2) Declaring all payments due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
  - (3) Barring Recipient from applying for future awards.
  - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in Oregon Administrative Rule 123-135-0090.
  - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.

- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

## SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
  - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
  - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
  - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:                      Assistant Director, Economic Development  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem OR 97301-1280

If to Recipient:                Finance Director  
City Hall of the City of Troutdale  
219 E Historic Columbia River Hwy  
Troutdale OR 97060-2078

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Business Development Department



**CITY OF TROUTDALE**

By: \_\_\_\_\_  
Chris Cummings, Interim Director  
Business Oregon

By: \_\_\_\_\_  
Ray Young, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
/s/ Wendy Johnson as per email dated 22 May 2020  
Wendy Johnson, Senior Assistant Attorney General

## **EXHIBIT A - GENERAL DEFINITIONS**

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285A.185 through 285A.188, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 23 Apr 2020.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates (including but not limited to all promissory notes) executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“Real Property” means the real property located at 302 and 410 NW 257th Way, Troutdale, Oregon (Tax Lots 1N3E25BD 100, 400, 500 and 600) in Multnomah County.

## **EXHIBIT B - SECURITY**

General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from all legally available funds of Recipient.

**EXHIBIT C - PROJECT DESCRIPTION; PROJECT SPECIAL CONDITIONS**

**I. PROJECT DESCRIPTION**

Recipient will complete the following activities on the Real Property:

1. Complete a Remedial Investigation Report / Conceptual Site Model.
2. Complete a Contaminated Materials Management Plan.
3. Complete remedial activities to include: soil / groundwater sampling as necessary; contaminated soil excavation, removal and disposal; demolition of building as necessary to facilitate underlying soil contamination removal; mitigation of asbestos and other hazardous building materials; and, installation of a protective cap to cover areas where soil exceeding risk based concentrations will be managed post-construction.

Recipient shall submit documentation to DEQ for review and approval.

**II. PROJECT SPECIAL CONDITIONS**

1. Should the Property be sold or transferred in part, Recipient may request, in writing, a modification of the mandatory prepayment provisions of the Contract, which may be approved or denied solely at the discretion of the Department.
2. **Pre-Award Costs:** Recipient will provide sufficient documentation that pre-award costs meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, its cost, et cetera. Pre-award costs incurred in accordance with all program rules and policies shall be reimbursed.

**EXHIBIT D - PROJECT BUDGET**

	<b>OBDD Funds</b>	<b>Other / Matching Funds</b>
Activity	Approved Budget	Approved Budget
Hazardous Materials Cleanup Activities	\$1,500,000	\$2,500,000
<b>Total</b>	<b>\$1,500,000</b>	<b>\$2,500,000</b>

**EXHIBIT E - SUMMARY OF LOAN TERMS – INFORMATIONAL ONLY**

1.	Name and Address of Recipient:	City of Troutdale 219 E Historic Columbia River Hwy Troutdale OR 97060-2078
2.	Authorized Officer(s) of Recipient:	TBD
3.	Approximate Project Completion Date:	June 2021
4.	Maximum Aggregate Principal Amount of Loan:	\$1,500,000 (Loan Forgiveness of \$60,000 conditioned on written request and submission of cleanup completion documentation from Oregon Department of Environmental Quality)
5.	Term of Loan:	120 Months
6.	Interest Rate:	Three (3) Percent
7.	Payment Dates:	Payment due 1st day of month
8.	Payment Type:	Monthly
9.	Payments:	Zero interest and no payments for months 1 – 12; Interest only monthly payments for months 13 – 24; Full principal and interest monthly payments for months 25 – 120 (remainder of loan term); Balloon payment of remaining Principal at Loan Maturity.
10.	Guarantors (Personal / Corporate):	N/A
11.	Security:	The City of Troutdale shall pledge its full faith and credit within the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution to pay the amount due under the Financing Contract. The Loan shall be payable from all lawfully available funds of the Recipient.
12.	Funding Source:	Oregon Brownfields Redevelopment Fund
13.	Purpose:	To finance the environmental remediation of the Real Property
14.	Loan Type:	Direct Loan from Fund
15.	Prepayment Option:	No fees or penalties for prepayment
16.	Other Considerations:	Should the Real Property be sold or transferred in part, Recipient may request, in writing, a modification of the mandatory prepayment provisions of the Contract, which may be approved or denied solely at the discretion of the Department.



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** A request for Council support for a disc golf course to be located on the Urban Renewal Site as well as possible financial support from the City.

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Chris Damgen

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Planning

**ACTION REQUIRED:**  
Motion

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**

**PUBLIC HEARING:**  
No

N/A

**Comments:**

**STAFF RECOMMENDATION:** [Click here to enter text.](#)

**EXHIBITS:**

- A. CEP grant application (historic reference)
- B. Proposed course layout
- C. Testimony from proponents at June 23, 2020 City Council Meeting

**SUBJECT / ISSUE RELATES TO:**

- Council Goals                     
  Legislative                                     
  Other (describe)

Expanded recreational opportunities and potential economic spillover for downtown Troutdale

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ Consider testimony provided by speakers who are advocating for this use
- ◆ Consider supporting a request for funding to support the efforts to establish the course
- ◆ Consider tying any public funding support with expectations of private and nonprofit funding support
- ◆ Consider a condition of funding support be tied to sign-off from the state Department of Environmental Quality (DEQ) on the work plan to prepare and maintain the course

Reviewed and Approved by City Manager:

**BACKGROUND:**

The City of Troutdale put forth an application with the Community Enhancement Program (CEP) grant cycle in 2020 in support of establishing a “pop-up” disc golf course that would be located on the Urban Renewal Area (URA) property. The thought behind this concept was four-fold:

- It would provide a new, and socially-distant, recreational attraction near the Town Center.
- It would introduce people to a part of the City that many people have never seen or visited, and is critical to future planning and development and will allow people to learn about the site.
- If popular, it would keep people in the general area for at least an hour or two and could support the commercial establishments at the outlets and downtown businesses before or after they play, in particular restaurants and bars.
- It would provide an “eyes on the street” element to the site by having people frequent the property and curtailing persistent vagrancy issues that occur when people aren’t present.

Although the grant request failed to secure CET grant funding, proponents of the idea provided public comment at the June 23, 2020 City Council meeting in which they presented strong evidence that there is significant community support for establishing a temporary course at the location until permanent development occurs. The proponents also mentioned that investments made in purchasing disc golf baskets would not be made for a short term basis; rather, the baskets themselves could be repurposed and relocated to another property that may be appropriate for a permanent installation at another park facility in Troutdale.

The Parks Advisory Committee may, through its Parks Master Plan efforts, will help to identify a long-term home for a disc golf course. In the meantime, the proponents of the measure intend to present to Council a request to consider the idea and consider funding support. The proponents had suggested at the last Council meeting that there was some possible access to funds raised for future course development that could be expended for this effort. A funding request was also made to the West Columbia Gorge Rotary Club, which is waiting to see what sort of financial support the City would provide before determining its contribution.

The CEP grant application had requested \$8,800 in cash, with an additional \$4,000 anticipated in other cash contributions plus a sizeable in-kind contribution from donations of equipment and volunteer hours that would occur to support the preparation of the course. The proponents have also committed to having a strategy to actively maintain the course through volunteer “play-ins”, which is a similar strategy incorporated for other courses located on public properties.

One remaining hurdle, beyond funding support and city authorization, includes approval from the Department of Environmental Quality (DEQ). The DEQ needs to determine if any course preparation work and maintenance activities will not negatively impact existing regulatory approvals or permits that related to the site clean-up efforts that have occurred in the past two years. As a result, Council may wish to condition any consideration of funding support to the proponents and the City obtaining approval from DEQ for the work plan. The DEQ has responded positively to the idea that the property be temporarily used as a Disc Golf site, pending a review.

**PROS & CONS:**

Pros:

- Adds a recreational amenity near downtown Troutdale
- Extensive public support and commitment to set up and maintain course if approved
- Potential for additional people to support downtown businesses
- Potential to limit or decrease vagrancy issues on the URA property
- Baskets purchased could be relocated to another location

Cons:

- Assurances must be made that most ongoing maintenance is the responsibility of the players on the site.
- Restrictions will be in place for the amount of grading that could be required for preparation and maintenance of the course.

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

Presumes a funding request similar in nature to the CEP grant application; also assumes limited maintenance responsibility from parks, particularly with blackberry maintenance.

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

Assumes regular blackberry maintenance and abatement efforts will be required, though those efforts would occur even without the disc golf course being located there.

**City Attorney Approved:**  Yes  N/A

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

Proponents have solicited community interests and commitment to prepare and maintain the course during the duration of its existence at the URA site.

# TROUTDALE COMMUNITY ENHANCEMENT PROGRAM

## Application for Funds July 1, 2020 through June 30, 2021

Title of Project: The Confluence Pop-Up Disc Golf Course

Applicant Organization: City of Troutdale - Community Development Dept = **Project "Sponsor"**

Is this a Non-Profit Organization? Y/N Y Federal Tax ID Number \_\_\_\_\_

Contact Person: Chris Damgen Daytime Phone: 503-674-7228

Email: chris.damgen@troutdaleoregon.gov

Address 219 E Historic Columbia River Hwy

City Troutdale, State: OR Zip: 97060

Signature: 

Name: Chris Damgen, Title: Community Development Director  
*(The person authorized to represent and contract for the organization must sign the application)*

### Summary Funding Request

[ First complete the budget detail on page 5 ]

Grant Amount Requested:	\$	8,800
+ Matching Funds (Cash):	\$	4,000
+ In-Kind Matching Funds	\$	7,407
= Total Cost of Project:	\$	20,207

### PROPOSED SCHEDULE

Project Start Date: June 17, 2020 Project Completion Date: July 31, 2020

**Project Description** (a short description of the proposed program or project including for what purpose or how the CEP funds will be used): How will the community benefit by your project? This project will create a temporary "pop-up" disc golf course at The Confluence site in the City's Urban Renewal Area until permanent development occurs (not expected until 2022 at the earliest). The City can very quickly create this new and family-friendly recreational amenity entirely on City property while providing an introduction to a stunning property to learn about its history and its future with interpretative signage. Disc golf is an activity that allows for social-distancing in our current COVID-19 environment and can offer an opportunities for families to discover their community responsibly. People benefit in health by being outside and walking along the course. Downtown benefits by having more people nearby playing disc golf for an hour or two, likely leading to increased traffic for dining establishments. When development does occur, the baskets (holes) are easily movable to another location, so even though the layout is temporary, the investment can be permanent.

Estimate how many residents will benefit if this project is funded. the entire city AND visitors

What is the geographic area of the City where the project will take place?

The course would be located entirely on the City-owned property within the Urban Renewal Area, to be called The Confluence site. The property is roughly 20 acres in size and is accessed on the northwest from 257th Way (the Columbia Gorge outlets) or by foot via an unimproved path that connects the site with Depot Park and downtown Troutdale underneath the Union Pacific railroad trestle.

## PROJECT GOALS

Identify and describe how your proposal meets one or more of the goals for funding (check those below that apply and describe by item number below).

X	1. Increase attractiveness/market value of residential, commercial or industrial areas.		6. Increase recycling efforts to provide a reduction in solid waste.
	2. Enhance new or existing wildlife, riparian, wetlands, forests or river areas.	X	7. Increase employment or economic opportunities for City residents.
X	3. Preserve or increase recreational areas and programs within the City.		8. Rehabilitate or upgrade the market value of housing or commercial property.
X	4. Improve safety within the City.		9. Provides work or training opportunities to benefit youth, seniors and low-income residents.
X	5. Result in significant improvement in the cleanliness of the City.	X	10. Enhance art and culture within the City.

List by item number above and describe how the project meets the each goal.

1. The Confluence site is planned to be zoned for mixed uses and open space (park). Introducing this idea to the site will increase public knowledge of the site and the demand (and sales price) of those who are inspired to develop the property.
3. Disc golf is a recreational pursuit that is not currently available in the city but has a passionate network of people who play in the region.
4. By bringing "eyes on the street (course)", vagrancy problems are expected to diminish. That expectation has been proven at existing courses in Rockwood locally and other areas nationally.
5. Vagrants leave trash on the site regularly. Reducing vagrancy reduces trash.
7. City residents own some of the stores in Downtown Troutdale. An increase of people in downtown increases the likelihood of those stores seeing additional foot traffic.
10. This site adds a recreational and quality of life element to the community, and although will see the most use in the summer can also be utilized year-round for hardier individuals.

Explain how this project meets one or more of the *Project Eligibility Criteria* listed in the instructions.

The project meets the following criteria:

1. The Confluence site is located in the enhancement area as defined by the guidelines.
2. The applicant is a local government
3. The project was not anticipated nor listed in the City's upcoming fiscal year budget
4. There is no promotion or inhibition of religion. This is a public project.
5. The City is prohibited to discriminate against a group by law.
6. This criteria does not apply, as the property is publicly owned.

## **PROJECT MANAGEMENT**

Provide a brief narrative outlining the major tasks and projected time schedule for completing of each task.

As of May 29, the City has begun working with the disc golf community (hereafter referred to as "the volunteers") on generating interest for the proposal. Three people who are leaders in that community have visited the site and begun work on a course layout on the property, using their expertise and past course design experience.

By June 16 (date of meeting), the volunteers will have established a course layout and provided a City with a volunteer agreement that can be executed with the City's parks and facilities division. That agreement would enforce a commitment for the disc golf community to actively create and maintain the course layout on the property under consultation and approval with the City with limited involvement of City staff unless otherwise directed by the parks and facilities superintendent.

By July 31, the course is expected to be complete and ready to play. Any earthwork or improvements required will have been addressed at that point. Signage and baskets (holes) will have been installed, and approaches to the course (walkways and parking areas) will have been clearly marked and established.

Describe prior experience managing similar projects.

The Community Development Department is actively engaged in project management on a daily basis, particularly as it relates to the Confluence site. The department would rely on assistance from the parks and facilities division to help with the coordination and oversight of volunteers, of which that division of the City has significant, annual experience in overseeing volunteer efforts on City property. The Community Development department is well equipped to bring together stakeholders with different priorities and assumptions together to ensure projects are moving forward, on time, and within legal and budgetary parameters.

What community resources will be used as support for this project (i.e. community, city- owned property, city departments, transportation services or other civic groups)?

In addition to the City departments, this effort will also seek to engage private entities, civic organizations in the community to assist the disc golf community in preparing and maintaining the course. These organizations include but are not limited to the City's recreation program, the West Columbia Gorge Rotary Club, PlayEast recreation, the Sandy River Watershed Council, and the business community to offer financial or logistical support (equipment rental location).

Does this project require coordination with other public and private organizations? Has the necessary coordination been completed? If yes, please describe.

As of May 29, 2020. The primary coordination to date has been between the City (Community Development and Parks/Facilities) with the aforementioned volunteers and their networking in the disc golf community. At the time of the meeting, greater outreach to the City's downtown business community and civic groups listed above will have occurred.

List anticipated project milestones and dates (e.g. groundbreakings, significant facility improvements, large gatherings of volunteers, public meetings, conferences, special activities and events).

June 10 - presentation to the Parks Advisory Committee

June 16 - completion of course layout design

June 17 - initialization of course development and ordering of supplies

June 28 - presentation and funding/volunteer support request to West Columbia Gorge Rotary Club

July 31 - anticipated opening date of the course to the public

An exit report will be included as part of the agreement. Describe the measurements you will use to assess the program/project effectiveness. In other words, how will the effectiveness of the program/project be tracked and evaluated (i.e. number of people served; improvements and/or beautification; number of volunteers attracted; amount of area cleaned or rehabilitated, etc.)? Be sure to describe project goals, changes and noticeable benefits that will come about as a result.

The overarching goals are to introduce people to this site, reintroduce people to downtown Troutdale, and provide a recreational amenity that is fun and safe for all ages. When people have fun, they share it with the world and want to stay a while. The effectiveness is measured by the number of people who play the course, the reduction of vagrancy as observed by the City, MCSO, and surrounding properties, and the spillover effect of additional people in downtown benefiting business. An idea to determine business effectiveness would be to provide meal discounts if players show a picture of them playing on the course on social media with an appropriate hashtag. That type of customer interaction can be reflected in sales results from merchants and interactions with the City's social media accounts.

# PROJECT BUDGET

Total Estimated Costs: \$ 20,207

How were these costs estimated? (quotes catalog, previous projects, etc.)

Pricing includes cost of baskets (\$6,000) and lawn signs (\$1,000) to designate hole locations and to tell the story of the site and future development potential. All items purchased will be property of the City of Troutdale. An additional \$4,800 is set aside for equipment rental needed in course preparation, which would require volunteer solicitation for operators with approval by the City.

## Breakdown estimated costs by source:

	CEP Grant \$'s	Sponsor	Other #1	Other #2
Labor Cost		in kind	in kind fundraising	in kind volunteer hrs
Supplies	4,000		4,000	
Capital				
Materials	4,800			
Other				
Total	8,800		4,000	7,407

% of Total Budget provided by Sponsor: 0 % 19.8% via Rotary & crowd-source fundraising  
36.7% via in-kind volunteer support (see below)

*Include the totals on page 1 of this application.*

List sources of support for in-kind matching support (e.g. volunteer hours and donations). In order to estimate the value of donated volunteer time, use \$24.69. (This is the value of volunteer labor time as of April 2018, according to the Independent Sector and The Bureau of Labor Statistics).

Donations: \$3,000 from West Columbia Gorge Rotary Club and/or crowd-source fundraising

Volunteer Hours: 300 hours total (30 people at 10 hours per person) = \$7,407

The volunteer hours listed above are anticipated between June 17 and July 31 for the purposes of course development and site preparedness. They do not include hours from volunteers for ongoing course maintenance once opened.

# THE CONFLUENCE DGC

### LEGEND

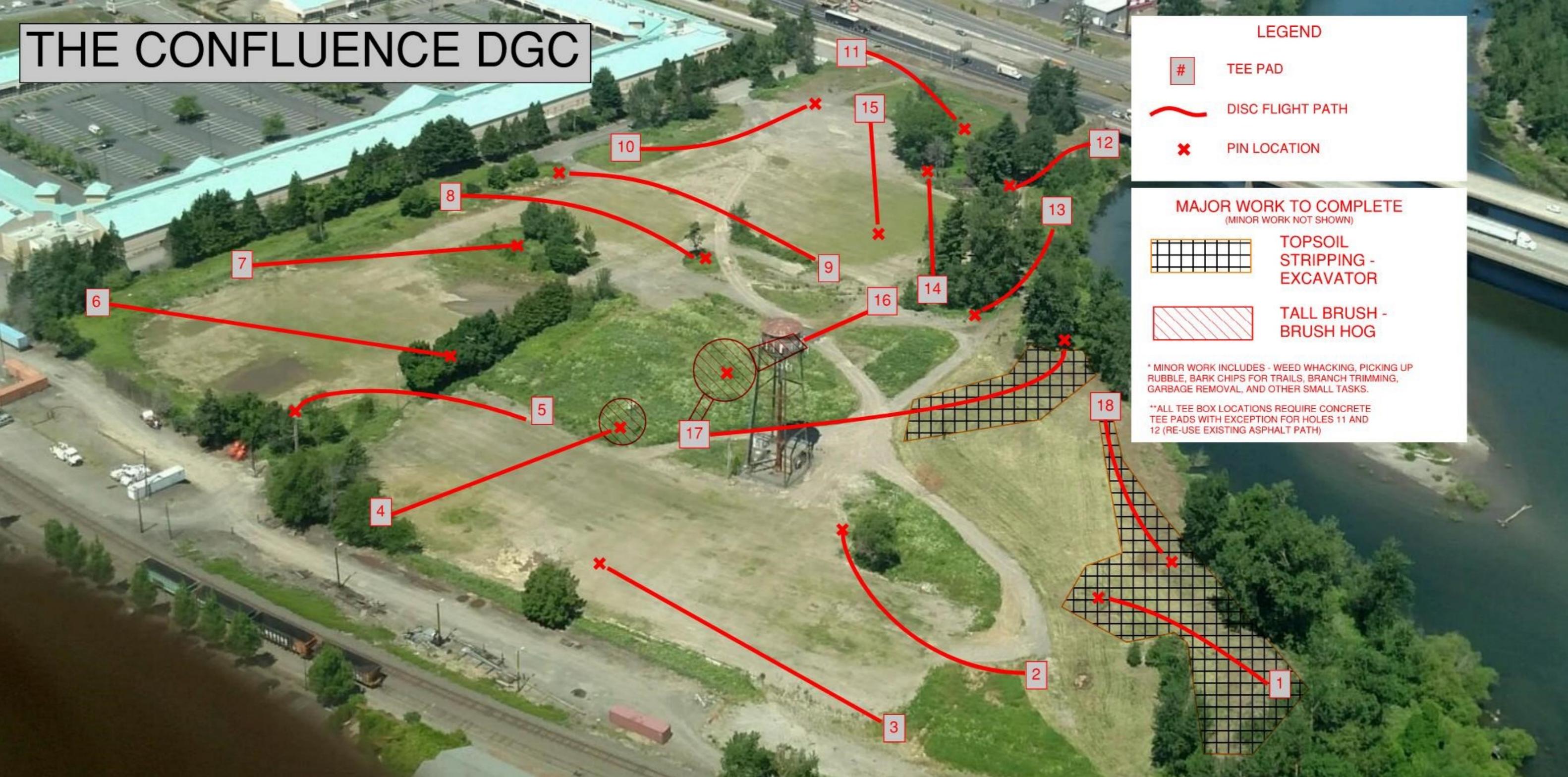
- # TEE PAD
- DISC FLIGHT PATH
- x PIN LOCATION

### MAJOR WORK TO COMPLETE (MINOR WORK NOT SHOWN)

- TOPSOIL STRIPPING - EXCAVATOR
- TALL BRUSH - BRUSH HOG

\* MINOR WORK INCLUDES - WEED WHACKING, PICKING UP RUBBLE, BARK CHIPS FOR TRAILS, BRANCH TRIMMING, GARBAGE REMOVAL, AND OTHER SMALL TASKS.

\*\*ALL TEE BOX LOCATIONS REQUIRE CONCRETE TEE PADS WITH EXCEPTION FOR HOLES 11 AND 12 (RE-USE EXISTING ASPHALT PATH)



# TROUTDALE CITY COUNCIL MEETING

Tuesday, June 23, 2020 3:00 PM

- LAST WEEK WE WERE GIVEN THE OPPORTUNITY TO DISCUSS WITH THE COUNCIL A POTENTIAL USE FOR THE LAND BEHIND THE OUTLET MALL THAT SITS VACANT. THE PROPOSAL WAS FOR A DISC GOLF COURSE. A CONCERN WAS BROUGHT UP IN REGARD TO TRASH AND PARKING. WE DID NOT GET A CHANCE TO RESPOND BECAUSE THIS COMMENT WAS NOT ADDRESSED DURING THE QUESTION/COMMENT PERIOD FOR THIS TOPIC.
  
- SO, WE WERE HERE TONIGHT TO ADDRESS THESE CONCERNS AND HOPEFULLY GET YOUR APPROVAL FOR A DISC GOLF COURSE IN THE CITY.
  
- WE HAVE A PETITION OF OVER 850 SUPPORTERS AND COUNTING, WITH MANY THAT HAVE COMMENTED ON WHY THIS IS A GOOD IDEA
  - EXHIBIT B - PETITION COMMENTS
  
- WE PLAN ON REMOVING ANY TRASH FROM THE SITE AS IT SITS IMMEDIATELY AND WILL MAINTAIN IT FOR THE DURATION.
- IN ADDITION, HAVING A DISC GOLF COURSE HAS BEEN A PROVEN DETERRENT IN VAGRANCY, MORE EYES ON THE PROPERTY RESULTS IN LESS VAGRANTS IN THE AREA. IM SURE THE TROUTDALE POLICE FORCE WOULD AGREE AND APPRECIATE SPENDING LESS TIME ON THE PROPERTY DEALING WITH VAGRANTS
  - AN EXAMPLE OF THIS IS ROCKWOOD/VANCE DGC
    - SEVERAL YEARS AGO AN ARTICLE IN THE GRESHAM OUTLOOK HIGHLIGHTED THIS COURSE AND HOW IT REVITALIZED THE AREA
  - THERE ARE MANY OTHER EXAMPLES FROM DIFFERENT CITIES AND STATES ONLINE
- WE IN THE DISC GOLF COMMUNITY TAKE OWNERSHIP OF OUR LOCAL COURSES AND WILL DO OUR BEST TO MAINTAIN IT AND REMOVE ANY CURRENT OR NEW TRASH ON THE PROPERTY. THIS IS A COMMON THEME IN THE DG COMMUNITY AND MONTHLY WORK PARTIES AT VARIOUS OTHER COURSES ARE SCHEDULED AND EXECUTED.
  - EXHIBIT D (COMMITMENT FROM STUMPTOWN)
- A FORMAL COMMITMENT LETTER WITH SIGNATURES CAN BE PROVIDED FOR ONGOING COMMUNITY SERVICE WORK TO ENSURE THE AREA IS CLEAN AND FREE OF TRASH
  
- PARKING IS ANOTHER CONCERN THAT WAS BROUGHT UP. THIS IS NOT NECESSARILY A PROBLEM AT MOST COURSES, AND SHOULD NOT BE HERE. THERE IS PLENTY OF PARKING NEAR THE CABOOSE AS WELL AS OVERFLOW PARKING AT THE OPPOSITE ENTRANCE NEAR THE OUTLET MALL WHICH WILL BE UTILIZED FOR LEAGUES AND TOURNAMENTS. WE CAN PROVIDE DIRECTION TO THE DG COMMUNITY, AS WELL AS SIGNAGE INDICATING WHERE VISITORS NEED TO PARK THEIR VEHICLES.
  
- I HOPE THESE MEASURES WILL SATISFY YOUR CONCERN ABOUT TRASH AND PARKING,

AS THESE CONCERNS DO NOT REPRESENT THE DISC GOLF COMMUNITY, OR REPRESENT WHAT HAPPENS AT ALL DISC GOLF COURSES.

TO CLARIFY ANOTHER ITEM FROM LAST WEEK, IT WAS MENTIONED BY CHRIS THAT THE COURSE IS TEMPORARY, HOWEVER THE PINS (A MAJORITY OF THE TOTAL COST TO BUILD A COURSE) ARE NOT. THESE ARE REMOVEABLE AND REPLACEABLE, AND SECURED WITH LOCKS SO THEY CAN NOT BE STOLEN. WHEN THE DEVELOPMENT ON THE PROPERTY TAKES OVER, WE CAN MOVE THE COURSE TO ANOTHER LOCATION AGREED UPON BY THE CITY. NO ADDITIONAL COST TO MOVE THE PINS.

TO OFFSET THE INITIAL COST OF THE PROJECT, THE DG COMMUNITY HAS FUNDS AND MANY VOLUNTEER HOURS AVAILABLE TO CONTRIBUTE

EXHIBIT C - VOLUNTEER PAGE

EXHIBIT E - SIGNED VOLUNTEER AGREEMENT FORM

ALL WORK WILL BE VOLUNTEER LED. WE HAVE A FACEBOOK GROUP OF 135 MEMBERS CURRENTLY THAT ARE COMMITTED TO HELPING THIS PROJECT COME TO FRUITION. THESE VOLUNTEERS ARE MORE EXCITED TO HELP BUILD THE COURSE THAN THEY ARE TO ACTUALLY PLAY IT.

THIS PROJECT WILL BENEFIT THE COMMUNITY IN MANY WAYS, BUT MOST IMPORTANTLY TO HELP REVITALIZE THE ECONOMY OF LOCAL BUSINESS OWNERS

EXHIBIT F - BUSINESS OWNERS PETITION

WE HAVE A SEPARATE PETITION SIGNED BY MANY OF THE BUSINESS OWNERS IN TROUTDALE SUPPORTING THIS PROJECT.

THEY UNDERSTAND THIS WILL BRING MORE VISITORS TO THE CITY, AND COULD USE ALL THE HELP THEY CAN GET RIGHT NOW

TO ATTRACT EVEN MORE VISITORS, SCHEDULED LEAGUES AND TOURNAMENTS ON THE COURSE WILL BRING IN AN ADDITION NUMBER OF VISITORS TO THE CITY IN A SINGLE DAY.

WE INTEND ON WORKING WITH THE SURROUNDING BUSINESSES FOR A PLACE TO HOST LEAGUES AND TOURNAMENT SIGN-UPS, AS WELL AS AFTER THE ROUNDS FOR PAYOUTS/AWARD CEREMONIES.

WE HAVE DONE THIS BEFORE AT OTHER VENUES AND HAS PROVEN TO BE MUTUALLY BENEFICIAL. IT WORKS GREAT FOR EVERYONE, WE HAVE A PLACE TO GATHER, THE BUSINESSES HAVE MORE CUSTOMERS. - JASON TO VERIFY

FURTHERMORE, A ROTATING SCHEDULE OF BUSINESSES WILL BE UTILIZED TO SERVE AS THE SIGN-UP LOCATION FOR AN AGREED UPON TIMEFRAME.

SO TO SUMMARIZE, WHAT WE ARE ASKING IS FOR IS YOUR APPROVAL AND FINANCIAL SUPPORT FROM WHATEVER BUDGET ACCOUNT YOU FEEL IS NECESSARY.

A FEW BENEFITS OF HAVING DISC GOLF IN THE COMMUNITY

- NEW DISC GOLF COURSE IS A LOW-COST WAY TO PROVIDE ENJOYMENT TO THE COMMUNITY
- ACTIVITY HAS MINIMAL TO NO IMPACT TO THE NATURAL ENVIRONMENT
- SPORT APPEALS TO PLAYERS OF ALL AGES AND SKILL LEVELS AND CAN BE PLAYED YEAR ROUND
- SPORT IS AN INEXPENSIVE HOBBY ACCESSIBLE TO ANY DEMOGRAPHIC

- A DISC GOLF COURSE ATTRACTS THOUSANDS OF VISITORS PER YEAR AND THE MAJORITY OF PLAYERS ARE RESPECTFUL OF THE COURSE AND RESIDENTS



# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** CONSOLIDATED: Update on Town Center Plan – Opportunity Sites and Transportation **AND** A report on Potential Improvements & Jurisdictional Transfer for Historic Columbia River Highway

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Chris Damgen

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Planning

**ACTION REQUIRED:**  
Information / Discussion

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**  
N/A

**PUBLIC HEARING:**  
No

**Comments:** Town Center Committee will be taking final steps to forward Plan for adoption in Fall 2020

**STAFF RECOMMENDATION:** Provide feedback as needed

**EXHIBITS:**

- A. Map of Opportunity Sites and Corridors  
Click here to enter text.

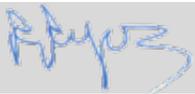
**SUBJECT / ISSUE RELATES TO:**

- Council Goals                     
  Legislative                                     
  Other (describe)

Update to the Town Center Plan

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ Review and discuss the opportunity sites identified by the Plan
  - Consider in particular Opportunity Site 3 as a possibility for future civic uses
- ◆ Review and discuss the corridors identified by the Plan
  - Consider the benefits and drawbacks of a jurisdictional transfer of Historic Columbia River Highway in particular – perhaps direct staff to do further evaluation and study
- ◆ Provide any additional feedback to Staff and Committee as they finalize their drafting of the plan for future Council consideration and adoption

Reviewed and Approved by City Manager: 

**BACKGROUND:**

The Town Center Committee is nearing completion of its task to provide a comprehensive update to the City's Town Center Plan. Given the length and breadth of the Plan, it was suggested that particular elements of the plan be presented to Council prior the summer break when the Plan will have final drafting occur. By proceeding in this fashion any comments or direction provided by Council could also be incorporated into the plan.

The information that will be presented at this meeting will mostly center around the concepts of opportunity sites and corridors, but will also touch on several other ideas.

The Committee has highlighted twelve (12) opportunity sites and the Urban Renewal Area site ("The Confluence") as areas where development (or redevelopment) of the sites can have a transformative effect not only for the site and surrounding properties, but for the Town Center area as a whole. Each of the opportunity sites had preferred land uses assigned to them which will be instructive for future development or redevelopment ideas. The City Council in their role as the Urban Renewal Agency board heard about preferred land uses and a concept for the URA site in June. This presentation will be similar in focus for the other sites in the Town Center and will show ideas for future development and investment; both private and public.

Of the 12 sites that will be presented, Council should take particular interest in Opportunity Site 3 (The Hurford Tract), as this site has already undergone significant study as part of the Main Streets on Halsey project. It is a site that has been identified by the Plan as one for a future commercial and civic use and one where the property owner has expressed interest in working with the City if there is mutual interest for future development.

In addition to the sites, eight (8) key corridors have been identified by the committee for future study and improvements to help fulfill the Town Center vision. These corridors include the city's downtown "Main Street" – Historic Columbia River Highway in addition to the approach roads that lead to downtown and the options for a direct access between downtown and the URA site. Identifying these corridors can help with future fiscal planning for capital projects, as it is assumed that the City would have a role to support improvements politically and financially over time (in addition to private property obligations for street improvements).

Among the key considerations that will come from this presentation will be whether or not City should seek jurisdictional transfer request for some of the corridors that are identified; specifically Historic Columbia River Highway in downtown Troutdale (Corridor C) and potentially the segment extending from downtown to Glenn Otto Park (Corridor D). While there may be some advantages and efficiencies gained, there would also be significant responsibilities added and cost considerations that must also be considered. At the Mayor's request, Staff will end the presentation on that particular topic, which was listed as a separate agenda item for this meeting.

From the feedback provided, Staff and the Committee will work on finalizing the plan in the coming months and hope to have it presented to the Council this fall.

**PROS & CONS:**

Pros:

- Provides an update on a major planning effort
- Provides background and ideas for opportunity site development
- Provides framework for understanding future transportation improvements

Cons:

- None at this time

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

Council has appropriated funds in this year's budget for certain actions and projects highlighted in Town Center Plan. This includes the setting up of the Economic and Tourism Development division of the Community Development Department, branding implementation, and further planning studies on a variety of issues and tasks.

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

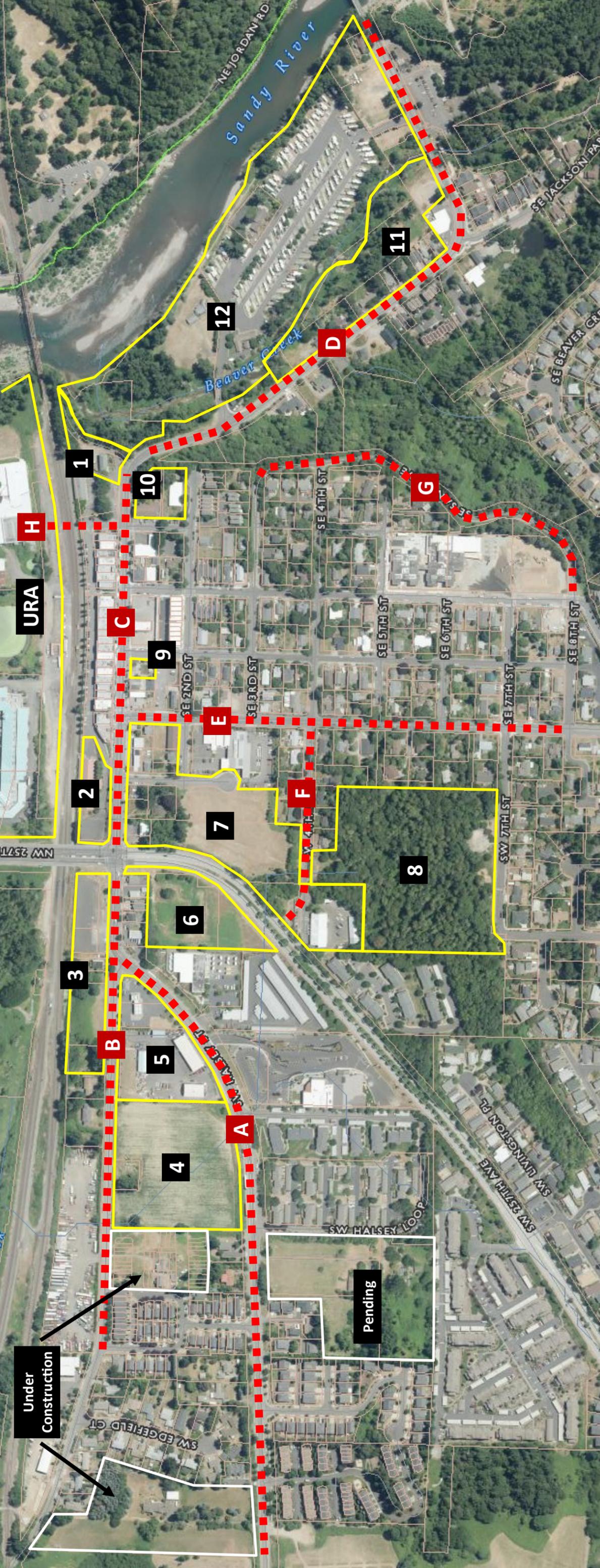
The Town Center Plan will expect to refer to future capital projects and public investments to support the opportunity sites and corridors.

If the City was to consider a jurisdictional transfer of any roadway, there would be significant fiscal impacts that would require additional funding sources for capital costs and long-term maintenance, as current/anticipated levels of appropriations, staffing, and equipment would not be adequate to take that responsibility. These options can be analyzed with further study and research.

**City Attorney Approved:**  Yes  N/A

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

The Town Center Committee has been intimately involved in this process, with much of the direction stemming from direct feedback from the community via surveys and open houses.



## OPPORTUNITY SITES

Properties / Tracts	Corridors
1 Depot Park	A SW Halsey Street from Edgely to HCRH
2 GMB Tract	B HCRH west of 257th Dr
3 Hurford Tract	C HCRH between 257th Dr and Depot Park
4 Cerruti Tract	D HCRH between Depot Park and Bridge
5 ODOT/Cerruti Tract	E Buxton Road
6 Foresquare Tract	F SW 4th Street
7 Overlook Tract	G SE Sandy Avenue
8 Helen Althaus Park	H NE Kibling Ave / URA Connector
9 Mayors Square	
10 Block 4 Tract (City Hall)	
11 West Beaver Creek Area	
12 Peninsula Tract	

**URA = Urban Renewal Area**







# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** Report by City Attorney on City Firearms Laws

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Ed Trompke

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Legal

**ACTION REQUIRED:**  
Information / Discussion

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**

**PUBLIC HEARING:**  
No

N/A

**Comments:**

**STAFF RECOMMENDATION:** Staff has no position

**EXHIBITS:**

- A. City Attorney Memo
- B. City of Troutdale Firearms Ordinances
- C. Multnomah County Firearms Ordinances
- D. State of Oregon Firearms Statutes
- E. 2019 State Legislation not passed

**SUBJECT / ISSUE RELATES TO:**

- Council Goals
  Legislative
  Other (describe)

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ Are current Troutdale Ordinances regarding firearm ownership, storage and use sufficient, in conjunction with State and County laws, to protect people
- ◆ What legal authority does the City have to implement new ordinances regarding firearms.

Reviewed and Approved by City Manager:

**BACKGROUND:**

Councilor Hudson requested that Council to have a discussion on the current state of Troutdale’s ordinances regarding firearms. On June 9<sup>th</sup>, 2020, the Council discussed the issues of concern to Councilor Hudson. As a result of that discussion, the City Attorney was asked to prepare a memorandum and report back to the Council on the legal ability of the City to pass any additional firearms related ordinances. The Memo prepared by the City Attorney is attached as Exhibit A.

Staff has added Exhibits B (Troutdale relevant ordinances), Exhibit C (Multnomah County relevant ordinances) and Exhibit D (relevant State statutes) and Exhibit D (2019 State Legislation not passed) for further understanding of the issues involved.

**PROS & CONS: N/A**

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



Two Centerpointe Dr., 6<sup>th</sup> Floor  
Lake Oswego, OR 97035  
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Fax (503) 598-7373  
[www.jordanramis.com](http://www.jordanramis.com)

**Exhibit A**  
7/14/20 Council Mtg. Item #9

## LEGAL MEMORANDUM

TO: Troutdale City Council  
FROM: Edward H. Trompke  
DATE: June 29, 2020  
RE: **CITY AUTHORITY OVER FIREARMS REGULATION**  
File No. 51513-72791

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Oregon law on “gun control” has been contentious for many years, with the state asserting control to stop local governments from creating a patchwork of differing regulations. The existing statutes were adopted in 1995, after a court challenge to a Multnomah County ordinance regulating assault weapons.

The statutes are the result of careful compromise between the various factions: rural, urban, law enforcement and gun owners, who span the political spectrum from liberal to conservative. However some flexibility is left for local governments to address limited local concerns. In writing the state laws, terms were defined (in most cases) very carefully, and so it is important to refer back to definitions when adopting local regulations. But, uncertainties remain about overlapping “home rule” authority among local governments.

### A. Federal and State Law

1. “Arms” generally. The second amendment to the federal constitution protects the right to “keep and bear arms” which includes the right to do so for personal defense. Article 1 section 27 of the state constitution protects the right of “the people” to bear arms “for the defence (sic) of themselves and the State.” Thus, each person has rights (not unlimited rights) that are subject to court interpretation, to protect ones’ self with “arms.” Arms is a very general term that is not defined.

2. "Firearms." The federal government has adopted firearms regulations that are not relevant to this discussion of City/County/State authority.

The State has adopted laws that reserve to the state, and deny to local governments, "authority to regulate in any matter whatsoever the sale, acquisition, transfer, ownership, possession, storage, transportation or use of firearms." ORS 166.170. This express "pre-emption" is allowed under the home rule provisions of the state constitution.

"Firearms" are defined by the statute as any weapon, regardless of name, that is "designed to expel a projectile by the action of powder." ORS 166.210. Thus, the statutes apply to what we commonly call guns but not slingshots, BB guns, pellet guns, or the new electromagnetic weapons that shoot projectiles.

However, the "bad guys" do not get a free pass. ORS 166.220 makes it criminal to unlawfully use any "weapon," which is very broadly defined, and cities may regulate possession, use, etc., of any non-firearm weapons subject only to any state pre-emption that a court may find is inherent in the last statute (ORS 166.220, prohibiting unlawful use of weapons).

In addition, no city, county, or municipal corporation may "regulate, restrict or prohibit possession or sale of firearms" in areas of public buildings that are rented or leased to a person during the lease term. This applies to privately run coffee shops, etc., in public buildings. ORS 166.174. It may apply to school cafeterias that are leased to private vendors.

However, after vesting sole authority in the state for firearms regulation in ORS 166. 170, the legislative assembly went on to give back to local governments, some authority, in specifically defined areas that counties and cities may regulate. There are five statutes giving back authority, and the statutes not applicable to cities are included to show the differences. Authority for cities and counties is slightly different:

(1) ORS 166.171 allows counties (not cities) to adopt "ordinances to regulate, restrict or prohibit the discharge of firearms within their boundaries" (subject to five exceptions, (a) lawful defense of person or property, (b) lawful hunting, (c) safe use on private property, (d)

shooting ranges, (e) safe shooting outside an urban growth boundary, and (f) US Dep't Ag officials lawfully taking wildlife).

(2) ORS 166.172 allows cities (not counties) to adopt "ordinances to regulate, restrict or prohibit the discharge of firearms within the city's boundaries" (subject to three exceptions, (a) lawful defense of person or property, (b) shooting ranges, (c) US Dep't Ag officials lawfully taking wildlife). Thus, cities have less authority than counties under the first two statutes.

(3) ORS 166.173 authorizes both cities and counties to adopt "ordinances to regulate, restrict or prohibit the possession of loaded firearms in public places as defined in ORS 161.015" (subject to six exceptions, (a) Law enforcement officers, (b) military on official duty, (c) Concealed weapons permit holders, (d) persons allowed to carry in public buildings and courts under a statute, (Dep't of Ag employees, as above, and (f) honorably retired law enforcement officers.

(4) ORS 166.175 authorizes a city (not a county) to "continue to regulate the purchase of used firearms by pawnshops and secondhand stores" whose primary source of revenue is sale of used merchandise. This appears not to allow a city to start such regulation, only to continue regulation that had started when the statute was adopted in 1995.

(5) Finally, Under ORS 166.176, counties (not cities) may continue to enforce ordinances regulating, restricting or prohibiting the discharge of firearms in force on November 2, 1995.

Finally, a "Public Place" is defined in means "a place to which the general public has access, and includes but is not limited to, hallways, lobbies and other parts of apartment houses and hotels not constituting rooms or apartments designed for actual residence, and highways, streets, schools, places of amusement, parks, playgrounds, and premises used in connection with public passenger transportation."

### **Summary of Split Authority:**

As a result, under ORS 166.170, the state keeps exclusive authority to regulate certain matters, at least in certain places, such as ownership, possession, and storage of all unloaded, and certain

loaded firearms. The state and local governments have overlapping authority to regulate possession of loaded firearms, and certain sales, as summarized below.

Cities and counties may regulate, at least as to certain people, or in certain places (1) discharge of firearms, and (2) possession of loaded firearms in public places (which appears to include transportation in public places).

Cities may continue to regulate the purchase (and therefore sale) of used firearms by certain stores, but apparently not incidental private sales or transfers.

And, counties may enforce pre-1995 regulations.

Note that the state reserved to itself most authority, and did not grant local governments authority to regulate many activities, including “storage” of firearms. Storage was an issue raised under the county code in the Reynolds High school shooting case that was not prosecuted.

## **B. Multnomah County Ordinance.**

MCC 15.0060 et seq., were adopted in 2013 by Multnomah County for gun regulation. The code must be construed consistent with state law, and generally adopts the state law definitions. In court, and in news articles, county leaders and the county attorney stated that the ordinances do not apply in Troutdale because the preamble to the ordinance says it does not apply in cities that have separate gun control ordinances, which Troutdale has adopted. No court has ruled on that issue however.

1. MCC 15.064 prohibits possession of a loaded firearm in a public place, or “while in a vehicle in a public place.” This authorized by ORS 166.173 above, if the statute allows regulation “in a vehicle in a public place” (the question is whether the interior of a vehicle is a public place if the vehicle itself is in a public place). The code also requires a person to allow a peace officer to inspect any firearm, clip or magazine the person possesses in a public place, or in a vehicle in a public place. Under “search and seizure” and self-incrimination caselaw, there may be an issue with this section.

2. MCC 15.065 prohibits discharge of a firearm anywhere “within the boundaries” of the county but excepts out the persons and places in ORS 166.171(2) as required by statute. This broad scope is not stated in the other sections, except MCC 15.069, reporting, below.

3. MCC 15.066 creates a crime of endangering a child by allowing access to a firearm. To the extent this regulates “storage” it may be pre-empted by ORS 166.170.

4. MCC 15.069 requires reporting theft of a firearm to law enforcement. This does not appear to be pre-empted.

### **C. Troutdale Municipal Code**

1. TMC 9.48.010, adopted in 1981, prohibits carrying a concealed weapon except with a state permit or by peace officers. It also applies to other weapons, such as knives over three and one-half inches, etc. This may be a bit overbroad, due to its age, predating the statutes.

2. TMC 9.48.020 Prohibits discharge of firearms and air guns etc, within the city. This is allowed.

3. TMC 13.20.240 prohibits shooting weapons, including firearms, air rifles, spring guns and bows and arrows in or over any park. This is authorized.

### **D. Resolving conflicts between home rule authorities.**

The Oregon constitution grants home rule powers to the voters of cities , counties, and Metro. The grants are not identical, but have been viewed by courts as the same. Home rule allows self-government, plus the authority to adopt any criminal and civil regulations that do not conflict with state laws. (Civil and criminal differ - civil are presumed valid, but criminal are more complex).

However, there is no indication in the constitution how to resolve conflicts between or among the regulations adopted by such local governments. There is no appellate law to guide such determination, but certain cases indicate that the intention of the governments will be followed as far

as possible. Thus, the MCC sections above do not apply in Troutdale, because they were not intended to. Metro's charter and statutes granted land use authority with respect to the City of Sandy, so Metro could override the City's charter with respect to land use (but probably not with respect to the form of city government).

So, the City of Troutdale may adopt civil ordinances on gun control only as allowed by the statutes above. Some of the county ordinances above may "go too far" and if the city adopts them, the city could be required to defend them.

One last summary: cities may regulate, restrict or prohibit (1) the discharge of firearms within the city's boundaries, and (2) the possession of loaded firearms in public places, subject to some limitations. In addition, cities may continue to regulate the purchase of used firearms by pawnshops and secondhand stores. Multnomah County has no greater authority under the state laws above (except a few minor details). The state retains all other authority to regulate in any matter whatsoever the sale, acquisition, transfer, ownership, possession, storage, transportation or use of firearms.

As to the state, in 2019 SB 978, a comprehensive gun control statute was in committee when the legislature adjourned (it caused a bit of a political problem for the legislative assembly). A copy is included in this packet. If adopted in 2020 (which is predicted by some) most of the issues raised in the city council may be resolved.

**Exhibit B**  
7/14/20 Council Mtg. Item #9

## Chapter 9.48 - WEAPONS

**Sections:**

## 9.48.010 - Possession of concealed weapons prohibited.

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

(Ord. 754 § 13 Att. M (part), 2004; Ord. 352-O § 2 (7.60.160), 1981)

## 9.48.020 - Discharge of weapons—Prohibited.

- A. No person other than an authorized peace officer shall fire or discharge a gun or other weapon, including spring or air-actuated pellet guns, airguns or BB guns, or weapon which propels a projectile by use of gunpowder or other explosive, jet or rocket propulsion within the city.
- B. The provisions of this section shall not be construed to prohibit the firing or discharging of a weapon by any person:
  - 1. In the lawful defense of the person or of another person; or
  - 2. Upon real property constituting the Troutdale Airport and adjacent Troutdale Reynolds Industrial Park, for the purpose of taking or dispersing wildlife which pose a risk to aircraft safety, in accordance with U.S. Fish and Wildlife Service and Federal Aviation Administration authorizations.

(Ord. 754 § 13 Att. M (part), 2004; Ord. 364-O, 1982; Ord. 352-O § 2 (7.60.165), 1981)

(Ord. No. 832, § 1, 5-26-2015)

## 9.48.030 - Violation—Penalty.

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

(Ord. 754 § 13 Att. M (part), 2004; Ord. 352-O § 2 (7.60.170), 1981)

13.20.240 - Firearms.

No person shall discharge a firearm, air rifle, spring gun, bow and arrow or other weapon in or over any park except for areas specifically designated for that purpose.

(Ord. 747 § 2 Att. 2 (part), 2004)

## 2.52.040 - Weapons or illegal substances.

Weapons or illegal substances confiscated or impounded by any police officer shall be held under the custody of the police department of the city for so long as it may be necessary to be used as evidence in any court law. Such property shall be held a minimum of thirty days after the expiration of the appeal process. Unless it is found by a court of competent jurisdiction that the weapon or illegal substances should be returned to the person from whom it was confiscated or impounded, it shall be destroyed in the presence of two witnesses and disposed of in such manner as it may not be recovered or repaired or used for its intended purpose. Upon destruction the witnesses shall certify that the weapon or illegal substance has been destroyed and such certificate shall be retained per the state retention schedule.

(Ord. 720 § 1, Exh. A (part), 2002: Ord. 283 § 4, 1979)

**§ 15.033 ADMINISTRATION.**

This subchapter shall be administered by the Sheriff, subject to review by the Board.  
(‘ 90 Code, § 2.70.220, 07/01/1998; Ord. 398, passed, 09/22/1983)

***CURFEW FOR MINORS***

**§ 15.050- CURFEW ESTABLISHED.**

It shall be unlawful for any minor under 18 years of age to be, or remain in or upon any street, highway, park, alley or other public place outside incorporated cities in the county between the hours specified in § 15.051, unless such minor is accompanied by a parent, guardian or other person 21 years of age or over and authorized by the parent or by law to have the care and custody of the minor, or unless such minor is then and there engaged in a lawful pursuit or activity which requires their presence in or upon such street, highway, park, alley or other public place during the hours specified in § 15.051.

Penalty, see § 15.999  
(Ord. 1272, Amended, 06/06/2019; ‘ 90 Code, § 7.45.100, 07/01/1998)

**§ 15.051 CURFEW HOURS.**

For the purposes of this subchapter, the applicable hours of curfew shall be:

(A) As to minors under 14 years of age who have not begun high school, the hours shall be between 9:15 p.m. and 6:00 a.m. of the following morning, except that during the months of June, July and August, the hours shall be between 10:15 p.m. and 6:00 a.m. of the following morning, except as further limited by subsection (C) of this section.

(B) As to minors 14 years of age or over who have begun high school, the hours shall be between 10:15 p.m. Sunday, Monday, Tuesday, Wednesday or Thursday, and 6:00 a.m. of the following morning, and between 12:00 midnight on Friday or Saturday, or any legal holiday, and 6:00 a.m. of the following morning, except that during the months of June, July and August, the hours shall be between 12:00 midnight and 6:00 a.m. of the following morning, except as further limited by subsection (C) of this section.

(S-1 2019)

(C) For minors who have been found by a court to have possessed, purchased, used, transferred or transported a firearm unlawfully and are under the jurisdiction of the court as a result of that adjudication, curfew is between 7:00 p.m. and 6:00 a.m. of the following morning except for minors meeting the exception of §15.050 or with written permission of the minor’s probation or parole officer or juvenile court counselor.

(Ord. 1199, amended 4/25/13; ‘ 90 Code, § 7.45.200, 07/01/1998; Ord. 163, passed 1963)  
Penalty, see § 15.999

***FIREARMS***

**§ 15.060 TITLE AND AREA OF APPLICATION.**

This subchapter shall be known and cited as the County Firearms Law.  
(Ord. 1199, passed 4/25/13)

**§ 15.061 CONSISTENCY WITH STATE LAW.**

This subchapter shall be construed consistent with state law, and any procedures or defenses made available in the prosecution of the same or similar offenses under state criminal law shall apply in prosecutions under this subchapter.  
(Ord. 1203, Amended 7/11/13; Ord. 1199, passed 4/25/13)

**§ 15.062 PENALTY FOR VIOLATION.**

Unless a different penalty is specifically provided, any violation of any provision of this subchapter shall upon conviction be punished by a fine of not more than \$500, or by imprisonment of not more than 6 months, or by both. However, no greater penalty shall be imposed than allowed under state law.  
(Ord. 1199, passed 4/25/13)

**§ 15.063 DEFINITIONS.**

For purposes of this subchapter, the following definitions apply unless the context requires a different meaning:

(A) **HANDGUN:** has the meaning as provided in ORS 166.210(5).

(B) **CONCEALED HANDGUN LICENSE:** a license issued pursuant to ORS 166.291 to 166.295 that allows an individual to carry a concealed handgun in public places as provided by state law.

(C) **FIREARM:** has the meaning as provided in ORS 166.210(3).

(D) **PUBLIC PLACE:** has the meaning as provided ORS 161.015(10).  
(Ord. 1199, passed 4/25/13)

**§ 15.064 POSSESSION OF A LOADED FIREARM IN A PUBLIC PLACE.**

(A) It is unlawful for any person in a public place, to carry a firearm upon the person, or while in a vehicle in a public place, unless all ammunition has been removed from the chamber and from the cylinder, clip, or magazine. A person who violates this section is subject to penalty even if the person did not know that ammunition was in the cylinder, chamber, clip or magazine.

(B) The prohibitions of subsection (A) of this section do not apply to or affect:

- (1) Those listed in ORS 166.173(2).
- (2) Licensed hunters engaged in lawful hunting.
- (3) Persons engaged in target shooting at an established shooting range, shooting gallery or other area designed and built for the purpose of target shooting.
- (4) A government employee authorized or required by their employment or office to carry firearms.
- (5) A security guard employed at a financial institution insured by the Federal Deposit Insurance Corporation and an armed security professional that is certified by the Department of Public Safety Standards and Training while on duty.

(6) Any person otherwise authorized by law to possess a loaded firearm in a public place.

(7) A person with written authorization from the Multnomah County Sheriff or their designee.

(C) It is unlawful for any person who possesses a firearm, clip or magazine in or upon a public place, or while in a vehicle in a public place, to refuse to permit a peace officer to inspect that firearm, clip or magazine after the peace officer has identified himself or herself as such. The prohibitions of this subsection do not apply to or affect the persons listed in subsection (B) of this section.

(Ord. 1272, Amended, 06/06/2019; Ord. 1203, Amended 7/11/13; Ord. 1199, passed 4/25/13)

**§ 15.065 DISCHARGE OF A FIREARM.**

(A) It is unlawful for any person to fire or discharge a firearm within the boundaries of the County.

(B) The prohibition of subsection (A) of this section does not apply to or affect those listed in ORS 166.171(2) or otherwise authorized by law to fire or discharge a firearm.

(Ord. 1203, Amended 7/11/13; Ord. 1199, passed 4/25/13)

**§ 15.066 ENDANGERING A CHILD BY ALLOWING ACCESS TO A FIREARM.**

(A) A person commits the offense of endangering a child if a person fails to prevent access to a loaded or unloaded firearm by a minor without the permission of the person, a parent or guardian, when the person knew or reasonably should have known that a minor could gain access to the firearm.

(B) Subsection (A) of this section does not apply when:

- (1) The minor obtains the firearm as a result of an illegal entry into any premises under the person's custody or control.
- (2) The firearm is kept in a locked container or in a location that a reasonable person would believe to be secure from entry by the minor.

(3) The firearm is locked with a device that has rendered the firearm inoperable and is designed to prevent minors and unauthorized users from firing the firearm. The device may be installed on the firearm, be incorporated into the design of the firearm, or prevent access to the firearm.

(C) Penalty: Violation of subsection (A) of this section is punishable by incarceration for not more than 10 days and a fine of not more than \$500.  
(Ord. 1199, passed 4/25/13)

### § 15.067 FAILURE TO REPORT THEFT.

(A) Any person who possesses, owns or controls a firearm in the County shall report the theft or misplacement of the firearm to law enforcement and provide a description of the firearm, within 48 hours of knowing, or having reason to know, the firearm is stolen or cannot be located through reasonable effort.

(B) A person who possesses, owns or controls a firearm in the County and fails to provide the serial number of the firearm when reporting the firearm in accordance with subsection (A) of this section is subject to a \$200 administrative fee.

(C) Violation of subsection (A) of this section is punishable by a fine of \$2,500.  
(Ord. 1199, passed 4/25/13)

### *TOWING SERVICES*

#### § 15.100- TITLE.

This subchapter shall be known and cited as the Towing Law and may be so cited.  
(‘90 Code, § 6.20.105, 07/01/1998; Ord. 63, passed, 12/14/1972)

#### § 15.101 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context requires a different meaning.

***DOING BUSINESS IN THE COUNTY.*** Any acceptance of tows for hire as defined in this section.

***EMPLOYEE.*** An employee, agent or driver of towing vehicle, employed by the licensee in the business of towing for hire.

***LICENSE.*** A nontransferable, nonassignable annual permit, personal to whom it is issued, issued by the Sheriff authorizing the person whose name appears on it as a licensee to tow vehicles in the county for hire.

***LICENSEE.*** A person possessing a valid license under this subchapter.

### ***MOTOR VEHICLE RELATED CONVICTIONS.***

(1) Conviction upon a charge of manslaughter or criminally negligent homicide resulting from operation of a motor vehicle;

(2) Conviction or forfeiture of bail upon two charges of reckless driving within the preceding 12 months;

(3) Conviction upon a charge of failing to stop and disclose identity at the scene of an accident, where the driver was involved in that accident;

(4) Conviction upon a charge of driving while under the influence of intoxicating liquor or dangerous or narcotic drugs;

(5) Conviction for any crime punishable as a felony in the commission of which a motor vehicle was used; or

(6) Conviction for any crime upon the charge of theft, burglary, arson or robbery of a motor vehicle.

***TOW FOR HIRE.*** The towing for a price or charge of a wrecked, abandoned, disabled or non-functional motor vehicle from any location within the county, outside incorporated cities, whether originating upon public or private property, regardless of whether the destination for such tow for hire lies within, or outside, the county.

## **ORS 166.170<sup>1</sup> State preemption**

(1) Except as expressly authorized by state statute, the authority to regulate in any matter whatsoever the sale, acquisition, transfer, ownership, possession, storage, transportation or use of firearms or any element relating to firearms and components thereof, including ammunition, is vested solely in the Legislative Assembly.

(2) Except as expressly authorized by state statute, no county, city or other municipal corporation or district may enact civil or criminal ordinances, including but not limited to zoning ordinances, to regulate, restrict or prohibit the sale, acquisition, transfer, ownership, possession, storage, transportation or use of firearms or any element relating to firearms and components thereof, including ammunition. Ordinances that are contrary to this subsection are void. [1995 s.s. c.1 §1]

## **ORS 166.171<sup>1</sup> Authority of county to regulate discharge of firearms**

(1) A county may adopt ordinances to regulate, restrict or prohibit the discharge of firearms within their boundaries.

(2) Ordinances adopted under subsection (1) of this section may not apply to or affect:

(a) A person discharging a firearm in the lawful defense of person or property.

(b) A person discharging a firearm in the course of lawful hunting.

(c) A landowner and guests of the landowner discharging a firearm, when the discharge will not endanger adjacent persons or property.

(d) A person discharging a firearm on a public or private shooting range, shooting gallery or other area designed and built for the purpose of target shooting.

(e) A person discharging a firearm in the course of target shooting on public land that is not inside an urban growth boundary or the boundary of a city, if the discharge will not endanger persons or property.

(f) An employee of the United States Department of Agriculture, acting within the scope of employment, discharging a firearm in the course of the lawful taking of wildlife. [1995 s.s. c.1 §2; 2009 c.556 §1]

## **ORS 166.172<sup>1</sup> Authority of city to regulate discharge of firearms**

(1) A city may adopt ordinances to regulate, restrict or prohibit the discharge of firearms within the city's boundaries.

(2) Ordinances adopted under subsection (1) of this section may not apply to or affect:

(a) A person discharging a firearm in the lawful defense of person or property.

(b) A person discharging a firearm on a public or private shooting range, shooting gallery or other area designed and built for the purpose of target shooting.

(c) An employee of the United States Department of Agriculture, acting within the scope of employment, discharging a firearm in the course of the lawful taking of wildlife. [1995 s.s. c.1 §3; 2009 c.556 §2]

## **ORS 166.173<sup>1</sup> Authority of city or county to regulate possession of loaded firearms in public places**

(1) A city or county may adopt ordinances to regulate, restrict or prohibit the possession of loaded firearms in public places as defined in ORS 161.015 (General definitions).

(2) Ordinances adopted under subsection (1) of this section do not apply to or affect:

(a) A law enforcement officer.

(b) A member of the military in the performance of official duty.

(c) A person licensed to carry a concealed handgun.

(d) A person authorized to possess a loaded firearm while in or on a public building or court facility under ORS 166.370 (Possession of firearm or dangerous weapon in public building or court facility).

(e) An employee of the United States Department of Agriculture, acting within the scope of employment, who possesses a loaded firearm in the course of the lawful taking of wildlife.

(f) An honorably retired law enforcement officer, unless the person who is a retired law enforcement officer has been convicted of an offense that would make the person ineligible to obtain a concealed handgun license under ORS 166.291 (Issuance of concealed handgun license) and 166.292 (Procedure for issuing). [1995 s.s. c.1 §4; 1999 c.782 §8; 2009 c.556 §3; 2015 c.709 §1]

## **ORS 166.174<sup>1</sup> Authority of city, county, municipal corporation or district to regulate possession or sale of firearms**

Notwithstanding any other provision of law, a city, county or other municipal corporation or district may not adopt ordinances that regulate, restrict or prohibit the possession or sale of firearms in a public building that is rented or leased to a person during the term of the lease. [1995 s.s. c.1 §5]

## **ORS 166.175<sup>1</sup> Authority of city to regulate purchase of used firearms**

(1) Notwithstanding any other provision of law, a city may continue to regulate the purchase of used firearms by pawnshops and secondhand stores.

(2) As used in this section, “secondhand store” means a store or business whose primary source of revenue is the sale of used merchandise. [1995 s.s. c.1 §6]

## **ORS 166.176<sup>1</sup> Exception to preemption for certain county ordinances**

(1) Nothing in ORS 166.170 (State preemption) or 166.171 (Authority of county to regulate discharge of firearms) is intended to preempt, invalidate or in any way affect the operation of any provision of a county ordinance that was in effect on November 2, 1995, to the extent that the provision:

- (a) Established a procedure for regulating, restricting or prohibiting the discharge of firearms; or
- (b) Regulated, restricted or prohibited the discharge of firearms.

(2) Subsection (1) of this section does not apply to:

(a) Ordinances regulating, restricting or prohibiting the discharge of firearms on a shooting range or in a shooting gallery or other area designed and built for the purpose of target shooting.

(b) An employee of the United States Department of Agriculture, acting within the scope of employment, discharging a firearm in the course of the lawful taking of wildlife. [1997 c.403 §1; 2009 c.556 §4]

80th OREGON LEGISLATIVE ASSEMBLY--2019 Regular Session

## A-Engrossed

# Senate Bill 978

Ordered by the Senate April 17  
Including Senate Amendments dated April 17

Sponsored by COMMITTEE ON JUDICIARY

### SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

*[Directs Department of State Police to conduct study on reporting of attempted unlawful firearm transfers and present report on findings to interim committees of Legislative Assembly related to judiciary on or before September 15, 2020.]*

*[Sunsets January 2, 2021.]*

**Authorizes gun dealer, seller at gun show, or business engaged in repairing or servicing firearms to establish minimum age of 18, 19, 20 or 21 years for purchase of firearms, firearm accessories, firearm components, ammunition or ammunition components, or for firearm repairs or services. Provides that minimum age constitutes exemption from antidiscrimination statute in place of public accommodation.**

**Requires owner or possessor of firearm to secure firearm with trigger or cable lock, in locked container or in gun room except in specified circumstances. Punishes violation by maximum of \$500 fine. Provides that person who does not secure firearm as required is strictly liable for injury to person or property caused by firearm within two years after violation.**

**Requires owner or possessor of firearm to secure firearm with trigger or cable lock or in locked container when transferring firearm. Punishes violation by maximum of \$500 fine. Provides that person who does not transfer firearm as required is strictly liable for injury to person or property caused by firearm within two years after violation.**

**Requires person to report loss or theft of firearm within 72 hours of time person knew or reasonably should have known of loss or theft, or within 24 hours of means of reporting becoming available. Punishes violation by maximum of \$1,000 fine. Provides that person who does not report loss or theft as required is strictly liable for injury to person or property caused by firearm within two years after violation or until loss or theft is reported.**

**Requires person transferring firearm to minor to directly supervise minor's use of firearm. Specifies exceptions. Provides that person who does not supervise minor as required is strictly liable for injury to person or property caused by minor's use of firearm until person regains possession of firearm.**

**Directs Oregon Health Authority to specify by rule minimum specifications for trigger and cable locks and locked containers required by Act.**

**Creates offense of unlawful storage of firearm and punishes by maximum of \$500 fine. Punishes by maximum of \$2,000 fine if minor obtains possession of firearm and menaces another person. Punishes by maximum of 364 days' imprisonment, \$6,250 fine, or both, if minor obtains possession of firearm and injures or kills person. Prohibits person from receiving firearm for five years after conviction. Prohibits person with two or more convictions from possessing firearms unless relief from prohibition is obtained.**

**Requires gun dealers to post notice concerning obligation to store firearms in safe manner.**

**Defines "unfinished frame or receiver." Requires gun dealer to conduct criminal background check before transferring unfinished frame or receiver. Punishes importing, offering for sale or transferring unfinished receiver by maximum of 10 years' imprisonment, \$250,000 fine, or both. Specifies exceptions. Punishes possession of unserialized unfinished frame or receiver by maximum of five years' imprisonment, \$125,000 fine, or both. Provides that person commits crime if person possesses unfinished frame or receiver and is prohibited from possessing firearms. Punishes by maximum of 364 days' imprisonment, \$6,250 fine, or both.**

**Defines "undetectable firearm." Punishes manufacturing, importing, offering for sale or transferring undetectable firearm by maximum of 10 years' imprisonment, \$250,000 fine, or both. Punishes possession of undetectable firearm by maximum of 364 days' imprisonment, \$6,250 fine, or both.**

**Defines "untraceable firearm." Punishes possessing, manufacturing, importing, offering for sale or transferring untraceable firearm by maximum of 10 years' imprisonment, \$250,000**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 fine, or both.

2 Directs Oregon Health Authority to obtain from hospitals data concerning patients with  
3 injuries caused by firearms. Directs authority to transfer data to Oregon Trauma Registry.  
4 Specifies types of and uses for data.

5 Increases fees payable to county sheriff for issuance, renewal or duplication of concealed  
6 handgun license. Authorizes sheriff to collect from license applicant fee charged by Federal  
7 Bureau of Investigation for nationwide fingerprint check.

8 Authorizes city, county, metropolitan service district, port operating certain commercial  
9 airports, school district, college or university to adopt ordinance or policy limiting or pre-  
10 cluding affirmative defense for possession of firearms in public buildings by concealed  
11 handgun licensees. Modifies definition of public building, for purposes of crime of possession  
12 of weapon in public building, to include certain airport areas, buildings owned or controlled  
13 by state or city agency and real property owned by college or university. Punishes violation  
14 by maximum of five years' imprisonment, \$125,000 fine, or both. Exempts from prohibition  
15 person possessing firearm in certain airport areas when firearm is unloaded and in locked  
16 container for purposes of transporting firearm as checked baggage.

17 Exempts transfer of firearm to museum from criminal background check requirement  
18 for private firearm transfers.

19 Takes effect on 91st day following adjournment sine die.

## 20 A BILL FOR AN ACT

21 Relating to firearms; creating new provisions; amending ORS 166.210, 166.250, 166.262, 166.274,  
22 166.291, 166.360, 166.370, 166.412, 166.435, 166.470 and 659A.403; and prescribing an effective  
23 date.

24 Be It Enacted by the People of the State of Oregon:

### 25 MINIMUM AGE FOR FIREARM SALES

26 **SECTION 1.** (1) The following may establish a minimum age of 18, 19, 20 or 21 years for  
27 the purchase of firearms, firearm accessories, firearm components, ammunition or ammu-  
28 nition components, or for the repair or service of a firearm:

29 (a) A person transferring a firearm, a firearm accessory, a firearm component, ammu-  
30 nition or an ammunition component at a gun show;

31 (b) A gun dealer; or

32 (c) A business engaged in repairing or servicing a firearm.

33 (2) As used in this section and ORS 659A.403:

34 (a) "Ammunition component" includes primers, powder and accessories that are used to  
35 create, modify or reload ammunition.

36 (b) "Antique firearm" has the meaning given that term in ORS 166.210.

37 (c) "Firearm" has the meaning given that term in ORS 166.210 but does not include an  
38 antique firearm.

39 (d) "Firearm accessory" means any device that attaches to a firearm, or that is used in  
40 or facilitates the operation of a firearm, including but not limited to stocks, grips, detachable  
41 magazines and speedloaders.

42 (e) "Firearm component" means any part of a firearm that is material to the function  
43 of the firearm.

44 (f) "Gun dealer" has the meaning given that term in ORS 166.412.

45 (g) "Gun show" has the meaning given that term in ORS 166.432.

**SECTION 2.** ORS 659A.403 is amended to read:

659A.403. (1) Except as provided in subsection (2) of this section, all persons within the juris-  
diction of this state are entitled to the full and equal accommodations, advantages, facilities and  
privileges of any place of public accommodation, without any distinction, discrimination or re-  
striction on account of race, color, religion, sex, sexual orientation, national origin, marital status

1 or age if the individual is of age, as described in this section, or older.

2 (2) Subsection (1) of this section does not prohibit:

3 (a) The enforcement of laws governing the consumption of alcoholic beverages by minors and  
4 the frequenting by minors of places of public accommodation where alcoholic beverages are served;

5 (b) The enforcement of laws governing the use of marijuana items, as defined in ORS 475B.015,  
6 by persons under 21 years of age and the frequenting by persons under 21 years of age of places  
7 of public accommodation where marijuana items are sold; [or]

8 (c) The offering of special rates or services to persons 50 years of age or older[.];

9 (d) **The following from enforcing minimum age restrictions, pursuant to section 1 of this**  
10 **2019 Act, on the purchase of firearms, firearm accessories, firearm components, ammunition**  
11 **or ammunition components:**

12 (A) **A person transferring a firearm, a firearm accessory, a firearm component, ammu-**  
13 **nition or an ammunition component at a gun show; or**

14 (B) **A gun dealer; or**

15 (e) **A business engaged in the repairing and servicing of firearms from enforcing mini-**  
16 **imum age restrictions, pursuant to section 1 of this 2019 Act, for the repair or service of a**  
17 **firearm.**

18 (3) It is an unlawful practice for any person to deny full and equal accommodations, advantages,  
19 facilities and privileges of any place of public accommodation in violation of this section.

20 (4) **The definitions in section 1 of this 2019 Act apply to this section.**

21 **SECTION 3. (1) Except as provided in subsection (2) of this section, the amendments to**  
22 **ORS 659A.403 by section 2 of this 2019 Act apply to all causes of action under ORS 659A.403,**  
23 **whether arising before, on or after the effective date of this 2019 Act.**

24 (2)(a) **The amendments to ORS 659A.403 by section 2 of this 2019 Act do not apply to any**  
25 **action under ORS 659A.403 for which a final judgment has been entered into before the ef-**  
26 **fective date of this 2019 Act.**

27 (b) **As used in this subsection, “final judgment” means a judgment for which the time to**  
28 **appeal has expired without any party filing an appeal or that is not subject to further appeal**  
29 **or review.**

30  
31 **FIREARM STORAGE, LOSS OR THEFT REPORTING AND ACCESS BY MINORS**

32  
33 **SECTION 4. Sections 5 to 10 of this 2019 Act shall be known and may be cited as the**  
34 **Cindy Yuille and Steve Forsyth Act.**

35 **SECTION 5. As used in sections 5 to 10 of this 2019 Act:**

36 (1) **“Authorized person” means a person authorized by the owner or possessor of a**  
37 **firearm to carry or control the firearm.**

38 (2)(a) **“Container” means a box, case, chest, locker, safe or other similar receptacle.**

39 (b) **“Container” does not include a building, room or vehicle or a space within a vehicle.**

40 (3) **“Control” means, in relation to a firearm, that a person is in sufficiently close prox-**  
41 **imity to the firearm to prevent another person from obtaining the firearm.**

42 (4) **“Firearm” has the meaning given that term in ORS 166.210, except that it does not**  
43 **include a firearm that has been rendered permanently inoperable.**

44 (5) **“Gun dealer” has the meaning given that term in ORS 166.412.**

45 (6) **“Gun room” means an area within a building enclosed by walls, a floor and a ceiling,**

1 including a closet, that has all entrances secured by a tamper-resistant lock, that is kept  
2 locked at all times when unoccupied and that is used for:

3 (a) The storage of firearms, ammunition, components of firearms or ammunition, or  
4 equipment for firearm-related activities including but not limited to reloading ammunition,  
5 gunsmithing and firearm cleaning and maintenance; or

6 (b) Conducting firearm-related activities, including but not limited to reloading ammuni-  
7 tion, gunsmithing and firearm cleaning and maintenance.

8 (7) "Law enforcement agency" has the meaning given that term in ORS 166.525.

9 (8) "Minor" means a person under 18 years of age.

10 (9)(a) "Transfer" means the delivery of a firearm from a person to a recipient, neither  
11 of whom is a gun dealer or is licensed as a manufacturer or importer under 18 U.S.C. 923,  
12 including, but not limited to, the sale, gift, loan or lease of the firearm.

13 (b) "Transfer" does not include:

14 (A) The temporary provision of a firearm by a person to a recipient other than a minor  
15 if the person has no reason to believe the recipient is prohibited from possessing a firearm  
16 or intends to use the firearm in the commission of a crime, and the provision occurs:

17 (i) At a shooting range, shooting gallery or other area designed for the purpose of target  
18 shooting, for use during target practice, a firearms safety or training course or class or a  
19 similar lawful activity;

20 (ii) For the purpose of hunting, trapping or target shooting, during the time in which the  
21 recipient is engaged in activities related to hunting, trapping or target shooting;

22 (iii) Under circumstances in which the recipient and the firearm are in the presence of  
23 the person;

24 (iv) To a recipient who is in the business of repairing firearms, for the time during which  
25 the firearm is being repaired;

26 (v) To a recipient who is in the business of making or repairing custom accessories for  
27 firearms, for the time during which the accessories are being made or repaired; or

28 (vi) For the purpose of preventing imminent death or serious physical injury, and the  
29 provision lasts only as long as is necessary to prevent the death or serious physical injury;  
30 or

31 (B) A delivery of a firearm made inoperable for the specific purpose of being used as a  
32 prop in the making a motion picture, television, digital or similar production.

33 **SECTION 6.** (1)(a) A person who owns or possesses a firearm shall, at all times that the  
34 firearm is not carried by or under the control of the person or an authorized person, secure  
35 the firearm:

36 (A) With an engaged trigger lock or cable lock that meets or exceeds the minimum  
37 specifications established by the Oregon Health Authority under section 10 of this 2019 Act;

38 (B) In a locked container, equipped with a tamper-resistant lock, that meets or exceeds  
39 the minimum specifications established by the Oregon Health Authority under section 10 of  
40 this 2019 Act; or

41 (C) In a gun room.

42 (b) For purposes of paragraph (a) of this subsection, a firearm is not secured if a key,  
43 combination or other means of opening a lock or container is readily available to a person  
44 the owner or possessor has not authorized to carry or control the firearm.

45 (2)(a) A violation of subsection (1) of this section is a Class C violation.

1       **(b) Each firearm owned or possessed in violation of subsection (1) of this section consti-**  
2 **tutes a separate violation.**

3       **(3) If a person obtains an unsecured firearm as a result of the owner or possessor of a**  
4 **firearm violating subsection (1) of this section and the firearm is used to injure a person or**  
5 **property within two years of the violation, the owner or possessor of the firearm who vio-**  
6 **lated subsection (1) of this section is strictly liable for the injury.**

7       **(4) The liability imposed by subsection (3) of this section does not apply if:**

8       **(a) The injury results from a lawful act of self-defense or defense of another person; or**

9       **(b) The unsecured firearm was obtained:**

10       **(A) At a shooting range, shooting gallery or other area designed for the purpose of target**  
11 **shooting, for use during target practice, a firearms safety or training course or class or a**  
12 **similar lawful activity;**

13       **(B) For the purpose of hunting, trapping or target shooting, during the time in which the**  
14 **person is engaged in activities related to hunting, trapping or target shooting;**

15       **(C) Under circumstances in which the person and the firearm are in the presence of the**  
16 **owner or possessor of the firearm;**

17       **(D) By a person who is in the business of repairing firearms, for the purpose of repairing**  
18 **the firearm;**

19       **(E) By a person who is in the business of making or repairing custom accessories for**  
20 **firearms, for the purpose of making or repairing the accessories; or**

21       **(F) From a person who is a gun dealer or is licensed as a manufacturer or importer un-**  
22 **der 18 U.S.C. 923, in accordance with federal law.**

23       **SECTION 7.** **(1) A person transferring a firearm shall transfer the firearm:**

24       **(a) With an engaged trigger lock or cable lock that meets or exceeds the minimum**  
25 **specifications established by the Oregon Health Authority under section 10 of this 2019 Act;**  
26 **or**

27       **(b) In a locked container, equipped with a tamper-resistant lock, that meets or exceeds**  
28 **the minimum specifications established by the Oregon Health Authority under section 10 of**  
29 **this 2019 Act.**

30       **(2)(a) A violation of subsection (1) of this section is a Class C violation.**

31       **(b) Each firearm transferred in violation of subsection (1) of this section constitutes a**  
32 **separate violation.**

33       **(3) If a firearm transferred in a manner that violates subsection (1) of this section is used**  
34 **to injure a person or property within two years of the violation, the owner or possessor of**  
35 **the firearm who transferred the firearm in violation of subsection (1) of this section is**  
36 **strictly liable for the injury.**

37       **(4) The liability imposed by subsection (3) of this section does not apply if the injury re-**  
38 **sults from a lawful act of self-defense or defense of another person.**

39       **SECTION 8.** **(1)(a) A person who owns, possesses or controls a firearm shall report the**  
40 **loss or theft of the firearm to a law enforcement agency in the jurisdiction in which the loss**  
41 **or theft occurred as soon as practicable but not later than 72 hours of the time the person**  
42 **knew or reasonably should have known of the loss or theft.**

43       **(b) If a means of reporting a loss or theft of a firearm within 72 hours is not reasonably**  
44 **available, the person who owned, possessed or controlled the firearm that was lost or stolen**  
45 **must report the loss or theft within 24 hours of the means of reporting becoming available.**

1 (2)(a) A violation of subsection (1) of this section is a Class B violation.

2 (b) Each firearm for which a person does not make the report within the time required  
3 by subsection (1) of this section constitutes a separate violation.

4 (3) If a lost or stolen firearm is used to injure a person or property and the person who  
5 owned, possessed or controlled the firearm at the time of the loss or theft did not report the  
6 loss or theft within the time period required by subsection (1) of this section, the person who  
7 owned, possessed or controlled the firearm at the time of the loss or theft is strictly liable  
8 for the injury for two years from the expiration of the time limit for reporting or until the  
9 loss or theft report is made, whichever occurs sooner.

10 (4) The liability imposed by subsection (3) of this section does not apply if the injury re-  
11 sults from a lawful act of self-defense or defense of another person.

12 (5)(a) Within 24 hours of receiving a report under subsection (1) of this section, a law  
13 enforcement agency shall provide the information concerning the lost or stolen firearm to  
14 the Department of State Police.

15 (b) The department shall enter the information concerning the lost or stolen firearm into  
16 the Law Enforcement Data System or another electronic database as determined by the de-  
17 partment.

18 (c) The department may adopt rules to carry out the provisions of this subsection.

19 **SECTION 9.** (1)(a) A person who transfers a firearm to a minor shall directly supervise  
20 the minor's use of the firearm.

21 (b) Notwithstanding ORS 166.250, except in the case of a lawful act of self-defense or de-  
22 fense of another person, a minor may possess a firearm only under the direct supervision  
23 of an adult.

24 (2)(a) A person who transfers a firearm to a minor, and who fails to directly supervise  
25 the minor's use of the firearm, is strictly liable for injury to person or property caused by  
26 the minor's use of the firearm until the person regains possession of the firearm.

27 (b) The liability imposed by paragraph (a) of this subsection does not apply if the injury  
28 results from a lawful act of self-defense or defense of another person.

29 (3) This section does not apply to the transfer of a firearm:

30 (a) That is owned by the minor; or

31 (b) To a minor by a person who is the minor's parent or guardian or who has obtained  
32 the permission of the minor's parent or guardian:

33 (A) For the purpose of hunting in accordance with ORS 497.360, trapping or target  
34 shooting, during the time in which the minor is engaged in activities related to hunting,  
35 trapping or target shooting; and

36 (B) Who holds a valid youth license under ORS 497.127 for the purposes of hunting.

37 **SECTION 10.** No later than January 1, 2020, the Oregon Health Authority, in consultation  
38 with the Department of State Police and after considering any relevant standards in the  
39 Consumer Product Safety Act (15 U.S.C. 2051 et seq.), shall adopt rules establishing the  
40 minimum specifications for trigger locks, cable locks and containers equipped with tamper-  
41 resistant locks required by sections 6 and 7 of this 2019 Act.

42 **SECTION 11.** Sections 5 to 9 of this 2019 Act become operative on January 1, 2020.

43 **SECTION 12.** (1) A person commits the offense of unlawful storage of a firearm if:

44 (a) The person stores or leaves a firearm in a location where the person knows, or rea-  
45 sonably should know, that a minor under 18 years of age is likely to gain access to the

1 **firearm; and**

2 **(b) A minor under 18 years of age obtains possession of the firearm.**

3 **(2)(a) Except as otherwise provided in paragraph (b) or (c) of this subsection, unlawful**  
4 **storage of a firearm is a Class C violation.**

5 **(b) Unlawful storage of a firearm is a Class A violation if the minor who obtains pos-**  
6 **session of the firearm intentionally, by word or conduct, attempts to place another person**  
7 **in fear of imminent serious physical injury.**

8 **(c) Unlawful storage of a firearm is a Class A misdemeanor if the minor who obtains**  
9 **possession of the firearm injures or kills a person by means of the firearm.**

10 **(3) Subsection (1) of this section does not apply if:**

11 **(a) The minor obtains possession of the firearm while under the direct supervision of the**  
12 **minor's parent or guardian;**

13 **(b) The minor obtains possession of the firearm:**

14 **(A) In a lawful act of self-defense or defense of another person; or**

15 **(B) Through the illegal act of any person other than the person described in subsection**  
16 **(1)(a) of this section;**

17 **(c) The firearm is equipped with a trigger lock or other safe storage device;**

18 **(d) The firearm is stored in a securely locked container or in a location that a reasonable**  
19 **person would believe to be secure;**

20 **(e) The firearm is rendered inoperable by the removal of an essential component of the**  
21 **firing mechanism; or**

22 **(f) The person is a peace officer or member of the military forces of this state or the**  
23 **United States and the minor obtained the firearm during, or incidental to, the performance**  
24 **of the person's duties.**

25 **(4) As used in this section, "firearm" has the meaning given that term in ORS 166.210.**

26 **SECTION 13. A gun dealer shall post in a prominent location in the gun dealer's place**  
27 **of business a notice, in block letters not less than one inch in height, that states: "The**  
28 **purchaser of a firearm has an obligation to store firearms in a safe manner and to prevent**  
29 **unsupervised access to a firearm by a minor. If a minor obtains access to a firearm and the**  
30 **owner failed to store the firearm in a safe manner, the owner may be guilty of a crime."**

31  
32 **UNDETECTABLE AND UNTRACEABLE FIREARMS**

33  
34 **SECTION 14. ORS 166.412, as amended by section 4, chapter 5, Oregon Laws 2018, and section**  
35 **15, chapter 120, Oregon Laws 2018, is amended to read:**

36 **166.412. (1) As used in this section:**

37 **(a) "Antique firearm" has the meaning given that term in 18 U.S.C. 921;**

38 **(b) "Department" means the Department of State Police;**

39 **(c) "Firearm" has the meaning given that term in ORS 166.210, except that it does not include**  
40 **an antique firearm;**

41 **(d) "Firearms transaction record" means the firearms transaction record required by 18 U.S.C.**  
42 **921 to 929;**

43 **(e) "Firearms transaction thumbprint form" means a form provided by the department under**  
44 **subsection (11) of this section;**

45 **(f) "Gun dealer" means a person engaged in the business, as defined in 18 U.S.C. 921, of selling,**

1 leasing or otherwise transferring a firearm, whether the person is a retail dealer, pawnbroker or  
2 otherwise; [and]

3 (g) "Purchaser" means a person who buys, leases or otherwise receives a firearm **or unfinished**  
4 **frame or receiver** from a gun dealer[.]; **and**

5 **(h) "Unfinished frame or receiver" has the meaning given that term in ORS 166.210.**

6 (2) Except as provided in subsections (3)(c) and (12) of this section, a gun dealer shall comply  
7 with the following before a firearm **or unfinished frame or receiver** is delivered to a purchaser:

8 (a) The purchaser shall present to the gun dealer current identification meeting the require-  
9 ments of subsection (4) of this section.

10 (b) The gun dealer shall complete the firearms transaction record and obtain the signature of  
11 the purchaser on the record.

12 (c) The gun dealer shall obtain the thumbprints of the purchaser on the firearms transaction  
13 thumbprint form and attach the form to the gun dealer's copy of the firearms transaction record to  
14 be filed with that copy.

15 (d) The gun dealer shall request by telephone that the department conduct a criminal history  
16 record check on the purchaser and shall provide the following information to the department:

17 (A) The federal firearms license number of the gun dealer;

18 (B) The business name of the gun dealer;

19 (C) The place of transfer;

20 (D) The name of the person making the transfer;

21 (E) The make, model, caliber and manufacturer's number of the firearm being transferred **or a**  
22 **description of the unfinished frame or receiver being transferred;**

23 (F) The name and date of birth of the purchaser;

24 (G) The Social Security number of the purchaser if the purchaser voluntarily provides this  
25 number to the gun dealer; and

26 (H) The type, issuer and identification number of the identification presented by the purchaser.

27 (e) The gun dealer shall receive a unique approval number for the transfer from the department  
28 and record the approval number on the firearms transaction record and on the firearms transaction  
29 thumbprint form.

30 (f) The gun dealer may destroy the firearms transaction thumbprint form five years after the  
31 completion of the firearms transaction thumbprint form.

32 (3)(a) Upon receipt of a request of the gun dealer for a criminal history record check, the de-  
33 partment shall immediately, during the gun dealer's telephone call or by return call:

34 (A) Determine, from criminal records and other information available to it, whether the pur-  
35 chaser is disqualified under ORS 166.470 from completing the purchase; and

36 (B) Notify the gun dealer when a purchaser is disqualified from completing the transfer or pro-  
37 vide the gun dealer with a unique approval number indicating that the purchaser is qualified to  
38 complete the transfer.

39 (b) If the department is unable to determine if the purchaser is qualified or disqualified from  
40 completing the transfer within 30 minutes, the department shall notify the gun dealer and provide  
41 the gun dealer with an estimate of the time when the department will provide the requested infor-  
42 mation.

43 (c) If the department fails to provide a unique approval number to a gun dealer or to notify the  
44 gun dealer that the purchaser is disqualified under paragraph (a) of this subsection before the close  
45 of the gun dealer's next business day following the request by the gun dealer for a criminal history

1 record check, the gun dealer may deliver the firearm **or unfinished frame or receiver** to the pur-  
2 chaser.

3 (4)(a) Identification required of the purchaser under subsection (2) of this section shall include  
4 one piece of current identification bearing a photograph and the date of birth of the purchaser that:

5 (A) Is issued under the authority of the United States Government, a state, a political subdivi-  
6 sion of a state, a foreign government, a political subdivision of a foreign government, an interna-  
7 tional governmental organization or an international quasi-governmental organization; and

8 (B) Is intended to be used for identification of an individual or is commonly accepted for the  
9 purpose of identification of an individual.

10 (b) If the identification presented by the purchaser under paragraph (a) of this subsection does  
11 not include the current address of the purchaser, the purchaser shall present a second piece of  
12 current identification that contains the current address of the purchaser. The Superintendent of  
13 State Police may specify by rule the type of identification that may be presented under this para-  
14 graph.

15 (c) The department may require that the gun dealer verify the identification of the purchaser if  
16 that identity is in question by sending the thumbprints of the purchaser to the department.

17 (5) The department shall establish a telephone number that shall be operational seven days a  
18 week between the hours of 8 a.m. and 10 p.m. for the purpose of responding to inquiries from gun  
19 dealers for a criminal history record check under this section.

20 (6) No public employee, official or agency shall be held criminally or civilly liable for performing  
21 the investigations required by this section provided the employee, official or agency acts in good  
22 faith and without malice.

23 (7)(a) The department may retain a record of the information obtained during a request for a  
24 criminal history record check for no more than five years.

25 (b) The record of the information obtained during a request for a criminal history record check  
26 by a gun dealer is exempt from disclosure under public records law.

27 (c) If the department determines that a purchaser is prohibited from possessing a firearm under  
28 ORS 166.250 (1)(c), the department shall report the attempted transfer, the purchaser's name and any  
29 other personally identifiable information to all federal, state and local law enforcement agencies and  
30 district attorneys that have jurisdiction over the location or locations where the attempted transfer  
31 was made and where the purchaser resides.

32 (d) If the department determines that, based on the judgment of conviction, the purchaser is  
33 prohibited from possessing a firearm as a condition of probation or that the purchaser is currently  
34 on post-prison supervision or parole, the department shall report the attempted transfer to the  
35 purchaser's supervising officer and the district attorney of the county in which the conviction oc-  
36 curred.

37 (e) If the department determines that the purchaser is prohibited from possessing a firearm due  
38 to a court order described in ORS 166.255 (1)(a), the department shall report the attempted transfer  
39 to the court that issued the order.

40 (f) If the department determines that the purchaser is under the jurisdiction of the Psychiatric  
41 Security Review Board, the department shall report the attempted transfer to the board.

42 (g) Reports required by paragraphs (c) to (f) of this subsection shall be made within 24 hours  
43 after the determination is made, unless a report would compromise an ongoing investigation, in  
44 which case the report may be delayed as long as necessary to avoid compromising the investigation.

45 (h) On or before January 31 of each year, a law enforcement agency or a prosecuting attorney's

1 office that received a report pursuant to paragraph (c) of this subsection during the previous cal-  
2 endar year shall inform the department of any action that was taken concerning the report and the  
3 outcome of the action.

4 (i) The department shall annually publish a written report, based on any information received  
5 under paragraph (h) of this subsection, detailing the following information for the previous year:

6 (A) The number of purchasers whom the department determined were prohibited from possessing  
7 a firearm under ORS 166.250 (1)(c), arranged by category of prohibition;

8 (B) The number of reports made pursuant to paragraph (c) of this subsection;

9 (C) The number of investigations arising from the reports made pursuant to paragraph (c) of this  
10 subsection, the number of investigations concluded and the number of investigations referred for  
11 prosecution, all arranged by category of prohibition; and

12 (D) The number of criminal charges arising from the reports made pursuant to paragraph (c) of  
13 this subsection and the disposition of the charges, both arranged by category of prohibition.

14 (8) A law enforcement agency may inspect the records of a gun dealer relating to transfers of  
15 firearms **and unfinished frames or receivers** with the consent of a gun dealer in the course of a  
16 reasonable inquiry during a criminal investigation or under the authority of a properly authorized  
17 subpoena or search warrant.

18 (9) When a firearm is delivered, it shall be unloaded.

19 (10) In accordance with applicable provisions of ORS chapter 183, the Superintendent of State  
20 Police may adopt rules necessary for:

21 (a) The design of the firearms transaction thumbprint form;

22 (b) The maintenance of a procedure to correct errors in the criminal records of the department;

23 (c) The provision of a security system to identify gun dealers that request a criminal history  
24 record check under subsection (2) of this section; and

25 (d) The creation and maintenance of a database of the business hours of gun dealers.

26 (11) The department shall publish the firearms transaction thumbprint form and shall furnish the  
27 form to gun dealers on application at cost.

28 (12) This section does not apply to transactions between persons licensed as dealers under 18  
29 U.S.C. 923.

30 (13)(a) If requested by a transferor who is not a gun dealer, a gun dealer may request a criminal  
31 background check pursuant to ORS 166.435 or 166.438 and may charge a reasonable fee for providing  
32 the service.

33 (b) A gun dealer that requests a criminal background check under this subsection is immune  
34 from civil liability for any use of the firearm **or unfinished frame or receiver** by the recipient or  
35 transferee, provided that the gun dealer requests the criminal background check as described in this  
36 section.

37 **SECTION 15. Sections 16 and 17 of this 2019 Act are added to and made part of ORS**  
38 **166.250 to 166.270.**

39 **SECTION 16. (1) As used in this section:**

40 (a) **“Security exemplar” has the meaning given that term in 18 U.S.C. 922.**

41 (b) **“Undetectable firearm” means a firearm:**

42 (A) **Constructed or produced, including through a three-dimensional printing process,**  
43 **entirely of nonmetal substances;**

44 (B) **That is not as detectable as 3.7 ounces of 17-4 PH of stainless steel, or as the security**  
45 **exemplar, by a walk-through metal detector or magnetometer after all parts other than**

1 major components have been removed; or

2 (C) That includes a major component that, if the firearm were subjected to inspection  
3 by the types of X-ray machines or detection devices commonly used at airports for security  
4 screening, would not generate an image that accurately depicts the shape of the component.

5 (2) A person who knowingly manufactures or causes to be manufactured within this  
6 state, imports into this state, or offers for sale, sells or transfers, an undetectable firearm  
7 commits a Class B felony.

8 (3) A person who knowingly possesses an undetectable firearm commits a Class A  
9 misdemeanor.

10 **SECTION 17.** (1) As used in this section:

11 (a) "Antique firearm" and "unfinished frame or receiver" have the meanings given those  
12 terms in ORS 166.210.

13 (b) "Untraceable firearm" means a firearm other than an antique firearm for which the  
14 sale or distribution chain, from a licensed retailer to the point of first retail sale, cannot be  
15 traced by a law enforcement agency by means of a serial number affixed to the firearm by  
16 a federally licensed manufacturer or importer in accordance with 18 U.S.C. 923(i) and all  
17 regulations issued under the authority of 18 U.S.C. 923(i), including but not limited to 27  
18 C.F.R. 478.92.

19 (2) A person who knowingly possesses, manufactures, assembles, causes to be manufac-  
20 tured or assembled, imports into this state, offers for sale, sells or transfers an untraceable  
21 firearm commits a Class B felony.

22 (3) A person who knowingly imports into this state, offers for sale, sells or transfers an  
23 unfinished frame or receiver commits a Class B felony unless:

24 (a) The person is a federally licensed gun dealer;

25 (b) The name of the manufacturer and an individual serial number is conspicuously  
26 placed on the unfinished frame or receiver in accordance with the procedures for the se-  
27 rialization of a firearm in 18 U.S.C. 923(i) and all regulations under the authority of 18 U.S.C.  
28 923(i), including but not limited to 27 C.F.R. 478.92; and

29 (c) The person maintains records relating to the unfinished frame or receiver in accord-  
30 ance with the procedures for record keeping related to firearms in 18 U.S.C. 923(g) and all  
31 regulations issued under the authority of 18 U.S.C. 923(g), including but not limited to 27  
32 C.F.R. 478.121 to 478.134.

33 (4) A person who knowingly possesses an unfinished frame or receiver that is not seri-  
34 alized as provided in subsection (3)(b) of this section commits a Class C felony, unless:

35 (a) The person is a federally licensed gun manufacturer; and

36 (b) The unfinished frame or receiver is an unfinished part within a manufacturing pro-  
37 cess that includes serialization.

38  
39 **PROHIBITED POSSESSION AND TRANSFER**

40  
41 **SECTION 18.** ORS 166.210 is amended to read:

42 166.210. As used in ORS 166.250 to 166.270, 166.291 to 166.295 and 166.410 to 166.470:

43 (1) "Antique firearm" means:

44 (a) Any firearm, including any firearm with a matchlock, flintlock, percussion cap or similar type  
45 of ignition system, manufactured in or before 1898; and

1 (b) Any replica of any firearm described in paragraph (a) of this subsection if the replica:

2 (A) Is not designed or redesigned for using rimfire or conventional centerfire fixed ammunition;

3 or

4 (B) Uses rimfire or conventional centerfire fixed ammunition that is no longer manufactured in  
5 the United States and that is not readily available in the ordinary channels of commercial trade.

6 (2) "Corrections officer" has the meaning given that term in ORS 181A.355.

7 (3) "Firearm" means a weapon, by whatever name known, which is designed to expel a projectile  
8 by the action of powder.

9 (4) "Firearms silencer" means any device for silencing, muffling or diminishing the report of a  
10 firearm.

11 **(5) "Frame or receiver" means the part of a firearm that provides housing for the ham-**  
12 **mer, bolt or breechlock and firing mechanism and that is usually threaded at its forward**  
13 **portion to receive the barrel.**

14 [(5)] (6) "Handgun" means any pistol or revolver using a fixed cartridge containing a propellant  
15 charge, primer and projectile, and designed to be aimed or fired otherwise than from the shoulder.

16 [(6)] (7) "Machine gun" means a weapon of any description by whatever name known, loaded  
17 or unloaded, which is designed or modified to allow two or more shots to be fired by a single pres-  
18 sure on the trigger device.

19 [(7)] (8) "Minor" means a person under 18 years of age.

20 [(8)] (9) "Offense" has the meaning given that term in ORS 161.505.

21 [(9)] (10) "Parole and probation officer" has the meaning given that term in ORS 181A.355.

22 [(10)] (11) "Peace officer" has the meaning given that term in ORS 133.005.

23 [(11)] (12) "Short-barreled rifle" means a rifle having one or more barrels less than 16 inches in  
24 length and any weapon made from a rifle if the weapon has an overall length of less than 26 inches.

25 [(12)] (13) "Short-barreled shotgun" means a shotgun having one or more barrels less than 18  
26 inches in length and any weapon made from a shotgun if the weapon has an overall length of less  
27 than 26 inches.

28 (14)(a) **"Unfinished frame or receiver" means a partially completed frame or receiver**  
29 **consisting of a blank, casting or machined body that:**

30 **(A) Requires further machining or molding to be used as part of a functional firearm;**  
31 **and**

32 **(B) Is designed and intended to be used in the assembly of a functional firearm.**

33 **(b) "Unfinished frame or receiver" does not include:**

34 **(A) A component designed and intended for use in an antique firearm;**

35 **(B) A piece of material that has solely had its chemical composition altered; or**

36 **(C) A piece of material that has had its size or shape altered solely to facilitate trans-**  
37 **portation or storage.**

38 **SECTION 19.** ORS 166.250 is amended to read:

39 166.250. (1) Except as otherwise provided in this section or ORS 166.260, 166.270, 166.273,  
40 166.274, 166.291, 166.292 or 166.410 to 166.470, a person commits the crime of unlawful possession  
41 of a firearm if the person knowingly:

42 (a) Carries any firearm concealed upon the person;

43 (b) Possesses a handgun that is concealed and readily accessible to the person within any vehi-  
44 cle; [or]

45 (c) Possesses a firearm and:

- 1 (A) Is under 18 years of age;
- 2 (B)(i) While a minor, was found to be within the jurisdiction of the juvenile court for having  
3 committed an act which, if committed by an adult, would constitute a felony or a misdemeanor in-  
4 volving violence, as defined in ORS 166.470; and
- 5 (ii) Was discharged from the jurisdiction of the juvenile court within four years prior to being  
6 charged under this section;
- 7 (C) Has been convicted of a felony;
- 8 (D) Was committed to the Oregon Health Authority under ORS 426.130;
- 9 (E) Was found to be a person with mental illness and subject to an order under ORS 426.130 that  
10 the person be prohibited from purchasing or possessing a firearm as a result of that mental illness;
- 11 (F) Is presently subject to an order under ORS 426.133 prohibiting the person from purchasing  
12 or possessing a firearm;
- 13 (G) Has been found guilty except for insanity under ORS 161.295 of a felony; [or]
- 14 (H) The possession of the firearm by the person is prohibited under ORS 166.255[.]; **or**
- 15 **(I) Has two or more convictions of unlawful storage of a firearm under section 12 of this**  
16 **2019 Act; or**
- 17 **(d) Possesses an unfinished frame or receiver and is prohibited from possessing firearms**  
18 **under paragraph (c) of this subsection.**
- 19 (2) This section does not prohibit:
- 20 (a) A minor, who is not otherwise prohibited under subsection (1)(c) of this section, from pos-  
21 sessed a firearm:
- 22 (A) Other than a handgun, if the firearm was transferred to the minor by the minor's parent or  
23 guardian or by another person with the consent of the minor's parent or guardian; or
- 24 (B) Temporarily for hunting, target practice or any other lawful purpose; or
- 25 (b) Any citizen of the United States over the age of 18 years who resides in or is temporarily  
26 sojourning within this state, and who is not within the excepted classes prescribed by ORS 166.270  
27 and subsection (1) of this section, from owning, possessing or keeping within the person's place of  
28 residence or place of business any handgun, and no permit or license to purchase, own, possess or  
29 keep any such firearm at the person's place of residence or place of business is required of any such  
30 citizen. As used in this subsection, "residence" includes a recreational vessel or recreational vehicle  
31 while used, for whatever period of time, as residential quarters.
- 32 (3) Firearms carried openly in belt holsters are not concealed within the meaning of this section.
- 33 (4)(a) Except as provided in paragraphs (b) and (c) of this subsection, a handgun is readily ac-  
34 cessible within the meaning of this section if the handgun is within the passenger compartment of  
35 the vehicle.
- 36 (b) If a vehicle, other than a vehicle described in paragraph (c) of this subsection, has no storage  
37 location that is outside the passenger compartment of the vehicle, a handgun is not readily acces-  
38 sible within the meaning of this section if:
- 39 (A) The handgun is stored in a closed and locked glove compartment, center console or other  
40 container; and
- 41 (B) The key is not inserted into the lock, if the glove compartment, center console or other  
42 container unlocks with a key.
- 43 (c) If the vehicle is a motorcycle, an all-terrain vehicle or a snowmobile, a handgun is not  
44 readily accessible within the meaning of this section if:
- 45 (A) The handgun is in a locked container within or affixed to the vehicle; or

1 (B) The handgun is equipped with a trigger lock or other locking mechanism that prevents the  
2 discharge of the firearm.

3 (5) Unlawful possession of a firearm is a Class A misdemeanor.

4 **SECTION 20.** ORS 166.470 is amended to read:

5 166.470. (1) Unless relief has been granted under ORS 166.273 or 166.274 or 18 U.S.C. 925(c) or  
6 the expunction laws of this state or an equivalent law of another jurisdiction, a person may not in-  
7 tentionally sell, deliver or otherwise transfer any firearm when the transferor knows or reasonably  
8 should know that the recipient:

9 (a) Is under 18 years of age;

10 (b) Has been convicted of a felony;

11 (c) Has any outstanding felony warrants for arrest;

12 (d) Is free on any form of pretrial release for a felony;

13 (e) Was committed to the Oregon Health Authority under ORS 426.130;

14 (f) After January 1, 1990, was found to be a person with mental illness and subject to an order  
15 under ORS 426.130 that the person be prohibited from purchasing or possessing a firearm as a result  
16 of that mental illness;

17 (g) Has been convicted of a misdemeanor involving violence or found guilty except for insanity  
18 under ORS 161.295 of a misdemeanor involving violence within the previous four years. As used in  
19 this paragraph, "misdemeanor involving violence" means a misdemeanor described in ORS 163.160,  
20 163.187, 163.190, 163.195 or 166.155 (1)(b);

21 (h) Is presently subject to an order under ORS 426.133 prohibiting the person from purchasing  
22 or possessing a firearm; [or]

23 (i) Has been found guilty except for insanity under ORS 161.295 of a felony[.]; **or**

24 **(j) Has been convicted of unlawful storage of a firearm under section 12 of this 2019 Act**  
25 **within the five years immediately preceding the date of the attempted sale, delivery or**  
26 **transfer.**

27 (2) A person may not sell, deliver or otherwise transfer any firearm that the person knows or  
28 reasonably should know is stolen.

29 (3) Subsection (1)(a) of this section does not prohibit:

30 (a) The parent or guardian, or another person with the consent of the parent or guardian, of a  
31 minor from transferring to the minor a firearm, other than a handgun; or

32 (b) The temporary transfer of any firearm to a minor for hunting, target practice or any other  
33 lawful purpose.

34 (4) Violation of this section is a Class A misdemeanor.

35 **SECTION 21.** ORS 166.274 is amended to read:

36 166.274. (1) Except as provided in subsection (11) of this section, a person barred from possessing  
37 or receiving a firearm may file a petition for relief from the bar in accordance with subsection (2)  
38 of this section if:

39 (a) The person is barred from possessing a firearm under ORS 166.250 (1)(c)(A), (C), [or] (H) **or**  
40 **(I)** or 166.270; or

41 (b) The person is barred from receiving a firearm under ORS 166.470 (1)(a) or (b) or, if the per-  
42 son has been convicted of a misdemeanor involving violence, ORS 166.470 (1)(g).

43 (2) A petition for relief described in this section must be filed in the circuit court in the  
44 petitioner's county of residence.

45 (3) A person may apply once per calendar year for relief under the provisions of this section.

1 (4)(a) A person petitioning for relief under this section shall serve a copy of the petition on:

2 (A) The city chief of police if the court in which the petition is filed is located in a city; or

3 (B) The sheriff of the county in which the court is located.

4 (b) The copy of the petition shall be served on the chief of police or sheriff at the same time the  
5 petition is filed at the court.

6 (5)(a) When a petition is denied, the judge shall cause that information to be entered into the  
7 Department of State Police computerized criminal history files.

8 (b) When a petition is granted, the judge shall cause that information and a fingerprint card of  
9 the petitioner to be entered into the Department of State Police computerized criminal history files.  
10 If, after a petition is granted, the petitioner is arrested and convicted of a crime that would dis-  
11 qualify the petitioner from purchasing or possessing a firearm, the Department of State Police shall  
12 notify the court that granted relief under this section. The court shall review the order granting  
13 relief and determine whether to rescind the order. The Department of State Police may charge a  
14 reasonable fee, under ORS 192.324, for the entry and maintenance of information under this section.

15 (6) Notwithstanding the provisions of ORS 9.320, a party that is not a natural person, the state  
16 or any city, county, district or other political subdivision or public corporation in this state, without  
17 appearance by attorney, may appear as a party to an action under this section.

18 (7) If the petitioner seeks relief from the bar on possessing or purchasing a firearm, relief shall  
19 be granted when the petitioner demonstrates, by clear and convincing evidence, that the petitioner  
20 does not pose a threat to the safety of the public or the petitioner.

21 (8) Petitions filed under this section shall be heard and disposed of within 15 judicial days of  
22 filing or as soon as is practicable thereafter, but not more than 30 days thereafter. The judge shall  
23 then make findings and conclusions and issue a judgment based on the findings and conclusions in  
24 accordance with the requirements of law.

25 (9) A person filing a petition under this section must pay the filing fee established under ORS  
26 21.135.

27 (10)(a) Initial appeals of petitions shall be heard de novo.

28 (b) Any party to a judgment under this subsection may appeal to the Court of Appeals in the  
29 same manner as for any other civil action.

30 (c) If the governmental entity files an appeal under this subsection and does not prevail, it shall  
31 be ordered to pay the attorney fees for the prevailing party.

32 (11) The court may not grant relief under this section to a person who:

33 (a) Has been convicted of a person felony, as that term is defined in the rules of the Oregon  
34 Criminal Justice Commission, or the statutory counterpart to a person felony in any other jurisdic-  
35 tion, if the offense involved the use of a firearm or a deadly weapon as defined in ORS 161.015;

36 (b) Has been convicted of an offense listed in ORS 137.700 or the statutory counterpart to an  
37 offense listed in ORS 137.700 in any other jurisdiction; or

38 (c) Is currently serving a felony sentence as defined in ORS 10.030 or has served a felony sen-  
39 tence in the one-year period preceding the filing of the petition.

40  
41 **FIREARM INJURY REPORTING**

42  
43 **SECTION 22.** (1) **The Oregon Health Authority shall obtain directly from each hospital**  
44 **licensed to operate in this state, or from a third party working on behalf of or by contract**  
45 **with the hospital, emergency department discharge records and outcome data for any patient**

1 receiving treatment for an injury caused by a firearm.

2 (2) The authority shall establish by rule standards for the data obtained by the authority  
3 under this section.

4 (3) The authority shall notify any entity submitting data under this section of any  
5 changes to the data sets that must be submitted, no later than July 1 of the calendar year  
6 preceding the year in which the changes become effective.

7 (4) The authority may contract with a third party to receive and process the records  
8 submitted under this section.

9 (5) The authority shall transfer the patient encounter data elements obtained under this  
10 section to the Oregon Trauma Registry.

11 (6) Patient outcome data required to be submitted under this section includes:

12 (a) Discharge status;

13 (b) The diagnosis the patient received in the emergency department and any procedures  
14 performed on the patient; and

15 (c) Demographic or standard health care information and other information as required  
16 by the authority by rule.

17 (7) Data provided pursuant to this section shall be:

18 (a) Treated as a confidential medical record and not disclosed; and

19 (b) Considered privileged data under ORS 41.675 and 41.685.

20 (8) Data submitted pursuant to this section may be used for quality assurance, quality  
21 improvement, epidemiological assessment and investigation, public health critical response  
22 planning, prevention activities and other purposes that the authority determines necessary.

23 (9) The authority may adopt rules to carry out this section.

24  
25 **CONCEALED HANDGUN LICENSE FEES**

26  
27 **SECTION 23.** ORS 166.291 is amended to read:

28 166.291. (1) The sheriff of a county, upon a person's application for an Oregon concealed  
29 handgun license, upon receipt of the appropriate fees and after compliance with the procedures set  
30 out in this section, shall issue the person a concealed handgun license if the person:

31 (a)(A) Is a citizen of the United States; or

32 (B) Is a legal resident alien who can document continuous residency in the county for at least  
33 six months and has declared in writing to the United States Citizenship and Immigration Services  
34 the intent to acquire citizenship status and can present proof of the written declaration to the  
35 sheriff at the time of application for the license;

36 (b) Is at least 21 years of age;

37 (c) Is a resident of the county;

38 (d) Has no outstanding warrants for arrest;

39 (e) Is not free on any form of pretrial release;

40 (f) Demonstrates competence with a handgun by any one of the following:

41 (A) Completion of any hunter education or hunter safety course approved by the State Depart-  
42 ment of Fish and Wildlife or a similar agency of another state if handgun safety was a component  
43 of the course;

44 (B) Completion of any National Rifle Association firearms safety or training course if handgun  
45 safety was a component of the course;

1 (C) Completion of any firearms safety or training course or class available to the general public  
2 offered by law enforcement, community college, or private or public institution or organization or  
3 firearms training school utilizing instructors certified by the National Rifle Association or a law  
4 enforcement agency if handgun safety was a component of the course;

5 (D) Completion of any law enforcement firearms safety or training course or class offered for  
6 security guards, investigators, reserve law enforcement officers or any other law enforcement offi-  
7 cers if handgun safety was a component of the course;

8 (E) Presents evidence of equivalent experience with a handgun through participation in organ-  
9 ized shooting competition or military service;

10 (F) Is licensed or has been licensed to carry a firearm in this state, unless the license has been  
11 revoked; or

12 (G) Completion of any firearms training or safety course or class conducted by a firearms in-  
13 structor certified by a law enforcement agency or the National Rifle Association if handgun safety  
14 was a component of the course;

15 (g) Has never been convicted of a felony or found guilty, except for insanity under ORS 161.295,  
16 of a felony;

17 (h) Has not been convicted of a misdemeanor or found guilty, except for insanity under ORS  
18 161.295, of a misdemeanor within the four years prior to the application, including a misdemeanor  
19 conviction for the possession of marijuana as described in paragraph (L) of this subsection;

20 (i) Has not been committed to the Oregon Health Authority under ORS 426.130;

21 (j) Has not been found to be a person with mental illness and is not subject to an order under  
22 ORS 426.130 that the person be prohibited from purchasing or possessing a firearm as a result of  
23 that mental illness;

24 (k) Has been discharged from the jurisdiction of the juvenile court for more than four years if,  
25 while a minor, the person was found to be within the jurisdiction of the juvenile court for having  
26 committed an act that, if committed by an adult, would constitute a felony or a misdemeanor in-  
27 volving violence, as defined in ORS 166.470;

28 (L) Has not been convicted of an offense involving controlled substances or participated in a  
29 court-supervised drug diversion program, except this disability does not operate to exclude a person  
30 if:

31 (A) The person can demonstrate that the person has been convicted only once of a marijuana  
32 possession offense that constituted a misdemeanor or violation under the law of the jurisdiction of  
33 the offense, and has not completed a drug diversion program for a marijuana possession offense that  
34 constituted a misdemeanor or violation under the law of the jurisdiction of the offense; or

35 (B) The person can demonstrate that the person has only once completed a drug diversion pro-  
36 gram for a marijuana possession offense that constituted a misdemeanor or violation under the law  
37 of the jurisdiction of the offense, and has not been convicted of a marijuana possession offense that  
38 constituted a misdemeanor or violation under the law of the jurisdiction of the offense;

39 (m) Is not subject to a citation issued under ORS 163.735 or an order issued under ORS 30.866,  
40 107.700 to 107.735 or 163.738;

41 (n) Has not received a dishonorable discharge from the Armed Forces of the United States;

42 (o) Is not required to register as a sex offender in any state; and

43 (p) Is not presently subject to an order under ORS 426.133 prohibiting the person from pur-  
44 chasing or possessing a firearm.

45 (2) A person who has been granted relief under ORS 166.273, 166.274 or 166.293 or 18 U.S.C.

1 925(c) or has had the person's record expunged under the laws of this state or equivalent laws of  
2 other jurisdictions is not subject to the disabilities in subsection (1)(g) to (L) of this section.

3 (3) Before the sheriff may issue a license:

4 (a) The application must state the applicant's legal name, current address and telephone number,  
5 date and place of birth, hair and eye color and height and weight. The application must also list the  
6 applicant's residence address or addresses for the previous three years. The application must contain  
7 a statement by the applicant that the applicant meets the requirements of subsection (1) of this  
8 section. The application may include the Social Security number of the applicant if the applicant  
9 voluntarily provides this number. The application must be signed by the applicant.

10 (b) The applicant must submit to fingerprinting and photographing by the sheriff. The sheriff  
11 shall fingerprint and photograph the applicant and shall conduct any investigation necessary to  
12 corroborate the requirements listed under subsection (1) of this section. If a nationwide criminal  
13 records check is necessary, the sheriff shall request the Department of State Police to conduct the  
14 check, including fingerprint identification, through the Federal Bureau of Investigation. The Federal  
15 Bureau of Investigation shall return the fingerprint cards used to conduct the criminal records  
16 check and may not keep any record of the fingerprints. The Department of State Police shall report  
17 the results of the fingerprint-based criminal records check to the sheriff. The Department of State  
18 Police shall also furnish the sheriff with any information about the applicant that the Department  
19 of State Police may have in its possession including, but not limited to, manual or computerized  
20 criminal offender information.

21 (4) Application forms for concealed handgun licenses shall be supplied by the sheriff upon re-  
22 quest. The forms shall be uniform throughout this state in substantially the following form:

23 \_\_\_\_\_  
24  
25 APPLICATION FOR LICENSE TO CARRY  
26 CONCEALED HANDGUN

27 Date \_\_\_\_\_

28 I hereby declare as follows:

29 I am a citizen of the United States or a legal resident alien who can document continuous res-  
30 idency in the county for at least six months and have declared in writing to the United States Cit-  
31 izenship and Immigration Services my intention to become a citizen and can present proof of the  
32 written declaration to the sheriff at the time of this application. I am at least 21 years of age. I have  
33 been discharged from the jurisdiction of the juvenile court for more than four years if, while a mi-  
34 nor, I was found to be within the jurisdiction of the juvenile court for having committed an act that,  
35 if committed by an adult, would constitute a felony or a misdemeanor involving violence, as defined  
36 in ORS 166.470. I have never been convicted of a felony or found guilty, except for insanity under  
37 ORS 161.295, of a felony in the State of Oregon or elsewhere. I have not, within the last four years,  
38 been convicted of a misdemeanor or found guilty, except for insanity under ORS 161.295, of a  
39 misdemeanor. Except as provided in ORS 166.291 (1)(L), I have not been convicted of an offense in-  
40 volving controlled substances or completed a court-supervised drug diversion program. There are  
41 no outstanding warrants for my arrest and I am not free on any form of pretrial release. I have not  
42 been committed to the Oregon Health Authority under ORS 426.130, nor have I been found to be a  
43 person with mental illness and presently subject to an order prohibiting me from purchasing or  
44 possessing a firearm because of mental illness. I am not under a court order to participate in as-  
45 sisted outpatient treatment that includes an order prohibiting me from purchasing or possessing a

1 firearm. If any of the previous conditions do apply to me, I have been granted relief or wish to pe-  
2 tition for relief from the disability under ORS 166.273, 166.274 or 166.293 or 18 U.S.C. 925(c) or have  
3 had the records expunged. I am not subject to a citation issued under ORS 163.735 or an order is-  
4 sued under ORS 30.866, 107.700 to 107.735 or 163.738. I have never received a dishonorable discharge  
5 from the Armed Forces of the United States. I am not required to register as a sex offender in any  
6 state. I understand I will be fingerprinted and photographed.

7  
8 Legal name \_\_\_\_\_  
9 Age \_\_\_\_\_ Date of birth \_\_\_\_\_  
10 Place of birth \_\_\_\_\_  
11 Social Security number \_\_\_\_\_

12 (Disclosure of your Social Security account number is voluntary. Solicitation of the number is au-  
13 thorized under ORS 166.291. It will be used only as a means of identification.)

14  
15 Proof of identification (Two pieces of current identification are required, one of which must bear a  
16 photograph of the applicant. The type of identification and the number on the identification are to  
17 be filled in by the sheriff.):

- 18 1. \_\_\_\_\_
- 19 2. \_\_\_\_\_

20  
21 Height \_\_\_\_\_ Weight \_\_\_\_\_  
22 Hair color \_\_\_\_\_ Eye color \_\_\_\_\_

23  
24 Current address \_\_\_\_\_

(List residence addresses for the  
past three years on the back.)

25  
26  
27  
28 City \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_  
29 Phone \_\_\_\_\_

30  
31 I have read the entire text of this application, and the statements therein are correct and true.  
32 (Making false statements on this application is a misdemeanor.)

33 \_\_\_\_\_  
34 (Signature of Applicant)

35  
36 Character references.

37 \_\_\_\_\_  
38 Name: Address

39 \_\_\_\_\_  
40 Name: Address

41  
42 Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ by \_\_\_\_\_

43  
44 Competence with handgun demonstrated by \_\_\_\_\_ (to be filled in by sheriff)

45 Date \_\_\_\_\_ Fee Paid \_\_\_\_\_

1 License No. \_\_\_\_\_  
2 \_\_\_\_\_  
3

4 (5)(a) Fees for concealed handgun licenses are:

5 (A) \$15 to the Department of State Police for conducting the fingerprint check of the applicant.

6 (B) [~~\$50~~] **\$65** to the sheriff for the issuance or renewal of a concealed handgun license.

7 (C) [~~\$15~~] **\$20** to the sheriff for the duplication of a license because of loss, [*or*] change of address  
8 **or change of name.**

9 **(D) To the sheriff, an amount equal to the fee charged by the Federal Bureau of Inves-**  
10 **tigation for conducting a nationwide fingerprint check of the applicant.**

11 (b) The sheriff may enter into an agreement with the Department of Transportation to produce  
12 the concealed handgun license.

13 (6) No civil or criminal liability shall attach to the sheriff or any authorized representative en-  
14 gaged in the receipt and review of, or an investigation connected with, any application for, or in the  
15 issuance, denial or revocation of, any license under ORS 166.291 to 166.295 as a result of the lawful  
16 performance of duties under those sections.

17 (7) Immediately upon acceptance of an application for a concealed handgun license, the sheriff  
18 shall enter the applicant's name into the Law Enforcement Data System indicating that the person  
19 is an applicant for a concealed handgun license or is a license holder.

20 (8) The county sheriff may waive the residency requirement in subsection (1)(c) of this section  
21 for a resident of a contiguous state who has a compelling business interest or other legitimate  
22 demonstrated need.

23 (9) For purposes of subsection (1)(c) of this section, a person is a resident of a county if the  
24 person:

25 (a) Has a current Oregon driver license issued to the person showing a residence address in the  
26 county;

27 (b) Is registered to vote in the county and has a voter notification card issued to the person  
28 under ORS 247.181 showing a residence address in the county;

29 (c) Has documentation showing that the person currently leases or owns real property in the  
30 county; or

31 (d) Has documentation showing that the person filed an Oregon tax return for the most recent  
32 tax year showing a residence address in the county.

33 (10) As used in this section, "drug diversion program" means a program in which a defendant  
34 charged with a marijuana possession offense completes a program under court supervision and in  
35 which the marijuana possession offense is dismissed upon successful completion of the diversion  
36 program.

37 **SECTION 24. The amendments to ORS 166.291 by section 23 of this 2019 Act apply to ap-**  
38 **lications for new concealed handgun licenses and requests for license renewal or duplication**  
39 **submitted on or after the effective date of this 2019 Act.**

40  
41 **LOCAL AUTHORITY TO REGULATE FIREARMS IN PUBLIC BUILDINGS**  
42

43 **SECTION 25. (1) A city, a county, a metropolitan service district organized under ORS**  
44 **chapter 268, or a port operating a commercial service airport with at least 2 million passen-**  
45 **ger boardings per calendar year may adopt an ordinance limiting or precluding the use of the**

1 **affirmative defense described in ORS 166.370 (3)(g) concerning the possession of firearms in**  
2 **public buildings, within each entity’s respective jurisdiction, by persons licensed to carry a**  
3 **concealed handgun under ORS 166.291 and 166.292.**

4 (2) **A school district, college or university may adopt a policy limiting or precluding the**  
5 **use of the affirmative defense described in ORS 166.370 (3)(g) concerning the possession of**  
6 **firearms in public buildings by persons licensed to carry a concealed handgun under ORS**  
7 **166.291 and 166.292.**

8 (3) **An entity that adopts an ordinance or policy under this section shall post a sign,**  
9 **visible to the public, identifying all locations where the affirmative defense described in ORS**  
10 **166.370 (3)(g) is limited or precluded.**

11 (4) **As used in this section, “public building” has the meaning given that term in ORS**  
12 **166.360.**

13 **SECTION 26.** ORS 166.360 is amended to read:

14 166.360. As used in ORS 166.360 to 166.380, unless the context requires otherwise:

15 (1) “Capitol building” means the Capitol, the State Office Building, the State Library Building,  
16 the Labor and Industries Building, the State Transportation Building, the Agriculture Building or  
17 the Public Service Building and includes any new buildings which may be constructed on the same  
18 grounds as an addition to the group of buildings listed in this subsection.

19 (2) “Court facility” means a courthouse or that portion of any other building occupied by a  
20 circuit court, the Court of Appeals, the Supreme Court or the Oregon Tax Court or occupied by  
21 personnel related to the operations of those courts, or in which activities related to the operations  
22 of those courts take place.

23 (3) “Judge” means a judge of a circuit court, the Court of Appeals, the Supreme Court, the  
24 Oregon Tax Court, a municipal court, a probate court or a juvenile court or a justice of the peace.

25 (4) “Judicial district” means a circuit court district established under ORS 3.012 or a justice of  
26 the peace district established under ORS 51.020.

27 (5) “Juvenile court” has the meaning given that term in ORS 419A.004.

28 (6) “Loaded firearm” means:

29 (a) A breech-loading firearm in which there is an unexpended cartridge or shell in or attached  
30 to the firearm including but not limited to, in a chamber, magazine or clip which is attached to the  
31 firearm.

32 (b) A muzzle-loading firearm which is capped or primed and has a powder charge and ball, shot  
33 or projectile in the barrel or cylinder.

34 (7) “Local court facility” means the portion of a building in which a justice court, a municipal  
35 court, a probate court or a juvenile court conducts business, during the hours in which the court  
36 operates.

37 (8) “Probate court” has the meaning given that term in ORS 111.005.

38 (9) “Public building” means:

39 (A) A hospital[.];

40 (B) A capitol building[.];

41 (C) A public or private school, as defined in ORS 339.315[.];

42 (D) A college or university[.];

43 (E) A city hall; [or]

44 (F) The residence of any state official elected by the state at large, [*and the grounds adjacent*  
45 *to each such building.*] **if the residence is owned by the state; or**

1 (G) The *[term also includes that]* portion of any other building **owned**, occupied or **controlled**  
2 by an agency of the state or a municipal corporation, as defined in ORS 297.405, other than a court  
3 facility[.];

4 (b) **The grounds, other than a parking area, adjacent to a building described in paragraph**  
5 **(a) of this subsection;**

6 (c) **Real property owned by a college or university; or**

7 (d) **The passenger terminal, and grounds adjacent to the passenger terminal, of a com-**  
8 **mercial service airport that has at least 1 million passenger boardings per calendar year.**

9 (10) "Weapon" means:

10 (a) A firearm;

11 (b) Any dirk, dagger, ice pick, slingshot, metal knuckles or any similar instrument or a knife,  
12 other than an ordinary pocketknife with a blade less than four inches in length, the use of which  
13 could inflict injury upon a person or property;

14 (c) Mace, tear gas, pepper mace or any similar deleterious agent as defined in ORS 163.211;

15 (d) An electrical stun gun or any similar instrument;

16 (e) A tear gas weapon as defined in ORS 163.211;

17 (f) A club, bat, baton, billy club, bludgeon, knobkerrie, nunchaku, nightstick, truncheon or any  
18 similar instrument, the use of which could inflict injury upon a person or property; or

19 (g) A dangerous or deadly weapon as those terms are defined in ORS 161.015.

20 **SECTION 27.** ORS 166.370 is amended to read:

21 166.370. (1) Any person who intentionally possesses a loaded or unloaded firearm or any other  
22 instrument used as a dangerous weapon, while in or on a public building, shall upon conviction be  
23 guilty of a Class C felony.

24 (2)(a) Except as otherwise provided in paragraph (b) of this subsection, a person who inten-  
25 tionally possesses:

26 (A) A firearm in a court facility is guilty, upon conviction, of a Class C felony. A person who  
27 intentionally possesses a firearm in a court facility shall surrender the firearm to a law enforcement  
28 officer.

29 (B) A weapon, other than a firearm, in a court facility may be required to surrender the weapon  
30 to a law enforcement officer or to immediately remove it from the court facility. A person who fails  
31 to comply with this subparagraph is guilty, upon conviction, of a Class C felony.

32 (C) A firearm in a local court facility is guilty, upon conviction, of a Class C felony if, prior to  
33 the offense, the presiding judge of the local court facility entered an order prohibiting firearms in  
34 the area in which the court conducts business and during the hours in which the court operates.

35 (b) The presiding judge of a judicial district or a municipal court may enter an order permitting  
36 the possession of specified weapons in a court facility.

37 (c) Within a shared court facility, the presiding judge of a municipal court or justice of the  
38 peace district may not enter an order concerning the possession of weapons in the court facility that  
39 is in conflict with an order entered by the presiding judge of the circuit court.

40 (3) Subsection (1) of this section does not apply to:

41 (a) A police officer or reserve officer, as those terms are defined in ORS 181A.355.

42 (b) A parole and probation officer, as defined in ORS 181A.355, while the parole and probation  
43 officer is acting within the scope of employment.

44 (c) A federal officer, as defined in ORS 133.005, or a certified reserve officer or corrections of-  
45 ficer, as those terms are defined in ORS 181A.355, while the federal officer, certified reserve officer

1 or corrections officer is acting within the scope of employment.

2 (d) A person summoned by an officer described in paragraph (a), (b) or (c) of this subsection to  
3 assist in making an arrest or preserving the peace, while the summoned person is engaged in as-  
4 sisting the officer.

5 (e) An honorably retired law enforcement officer.

6 (f) An active or reserve member of the military forces of this state or the United States, when  
7 engaged in the performance of duty.

8 (g) A person who is licensed under ORS 166.291 and 166.292 to carry a concealed handgun, **ex-**  
9 **cept as otherwise provided in an ordinance or policy adopted pursuant to section 25 of this**  
10 **2019 Act.**

11 (h) A person who is authorized by the officer or agency that controls the public building to  
12 possess a firearm or dangerous weapon in that public building.

13 (i) An employee of the United States Department of Agriculture, acting within the scope of em-  
14 ployment, who possesses a firearm in the course of the lawful taking of wildlife.

15 (j) Possession of a firearm on school property if the firearm:

16 (A) Is possessed by a person who is not otherwise prohibited from possessing the firearm; and

17 (B) Is unloaded and locked in a motor vehicle.

18 **(k) A person who possesses a firearm in the passenger terminal, or grounds adjacent to**  
19 **the passenger terminal, of a commercial service airport that has at least 1 million passenger**  
20 **boardings per year, if the firearm is unloaded and in a locked hard-sided container for the**  
21 **purposes of transporting the firearm as checked baggage in accordance with federal law.**

22 (4)(a) The exceptions listed in subsection (3)(d) to (j) of this section constitute affirmative de-  
23 fenses to a charge of violating subsection (1) of this section.

24 (b) A person may not use the affirmative defense described in subsection (3)(e) of this section  
25 if the person has been convicted of an offense that would make the person ineligible to obtain a  
26 concealed handgun license under ORS 166.291 and 166.292.

27 (5)(a) Any person who knowingly, or with reckless disregard for the safety of another, discharges  
28 or attempts to discharge a firearm at a place that the person knows is a school shall upon con-  
29 viction be guilty of a Class C felony.

30 (b) Paragraph (a) of this subsection does not apply to the discharge of a firearm:

31 (A) As part of a program approved by a school in the school by an individual who is partic-  
32 ipating in the program;

33 (B) By a law enforcement officer acting in the officer's official capacity; or

34 (C) By an employee of the United States Department of Agriculture, acting within the scope of  
35 employment, in the course of the lawful taking of wildlife.

36 (6) Any weapon carried in violation of this section is subject to the forfeiture provisions of ORS  
37 166.279.

38 (7) Notwithstanding the fact that a person's conduct in a single criminal episode constitutes a  
39 violation of both subsections (1) and (5) of this section, the district attorney may charge the person  
40 with only one of the offenses.

41 (8) As used in this section, "dangerous weapon" means a dangerous weapon as that term is de-  
42 fined in ORS 161.015.

43 **SECTION 28.** ORS 166.262 is amended to read:

44 166.262. A peace officer may not arrest or charge a person for violating ORS 166.250 (1)(a) or  
45 (b) or 166.370 (1) if the person has in the person's immediate possession:

1 (1) A valid license to carry a firearm as provided in ORS 166.291 and 166.292, **except as oth-**  
2 **erwise provided in an ordinance or policy adopted pursuant to section 25 of this 2019 Act;**

3 (2) Proof that the person is a law enforcement officer; or

4 (3) Proof that the person is an honorably retired law enforcement officer, unless the person has  
5 been convicted of an offense that would make the person ineligible to obtain a concealed handgun  
6 license under ORS 166.291 and 166.292.

7  
8 **MUSEUM EXCEPTION FOR PRIVATE TRANSFER**  
9 **BACKGROUND CHECKS**

10  
11 **SECTION 29.** ORS 166.435 is amended to read:

12 166.435. (1) As used in this section:

13 (a) "Transfer" means the delivery of a firearm from a transferor to a transferee, including, but  
14 not limited to, the sale, gift, loan or lease of the firearm. "Transfer" does not include the temporary  
15 provision of a firearm to a transferee if the transferor has no reason to believe the transferee is  
16 prohibited from possessing a firearm or intends to use the firearm in the commission of a crime, and  
17 the provision occurs:

18 (A) At a shooting range, shooting gallery or other area designed for the purpose of target  
19 shooting, for use during target practice, a firearms safety or training course or class or a similar  
20 lawful activity;

21 (B) For the purpose of hunting, trapping or target shooting, during the time in which the  
22 transferee is engaged in activities related to hunting, trapping or target shooting;

23 (C) Under circumstances in which the transferee and the firearm are in the presence of the  
24 transferor;

25 (D) To a transferee who is in the business of repairing firearms, for the time during which the  
26 firearm is being repaired;

27 (E) To a transferee who is in the business of making or repairing custom accessories for  
28 firearms, for the time during which the accessories are being made or repaired; or

29 (F) For the purpose of preventing imminent death or serious physical injury, and the provision  
30 lasts only as long as is necessary to prevent the death or serious physical injury.

31 (b) "Transferee" means a person who is not a gun dealer or licensed as a manufacturer or  
32 importer under 18 U.S.C. 923 and who intends to receive a firearm from a transferor.

33 (c) "Transferor" means a person who is not a gun dealer or licensed as a manufacturer or  
34 importer under 18 U.S.C. 923 and who intends to deliver a firearm to a transferee.

35 (2) Except as provided in ORS 166.436 and 166.438 and subsection (4) of this section, a transferor  
36 may not transfer a firearm to a transferee unless the transfer is completed through a gun dealer as  
37 described in subsection (3) of this section.

38 (3)(a) A transferor may transfer a firearm to a transferee only as provided in this section. Except  
39 as provided in paragraph (b) of this subsection, prior to the transfer both the transferor and the  
40 transferee must appear in person before a gun dealer, with the firearm, and request that the gun  
41 dealer perform a criminal background check on the transferee.

42 (b) If the transferor and the transferee reside over 40 miles from each other, the transferor may  
43 ship or deliver the firearm to a gun dealer located near the transferee or a gun dealer designated  
44 by the transferee, and the transferor need not appear before the gun dealer in person.

45 (c) A gun dealer who agrees to complete a transfer of a firearm under this section shall request

1 a criminal history record check on the transferee as described in ORS 166.412 and shall comply with  
2 all requirements of federal law.

3 (d) If, upon completion of a criminal background check, the gun dealer:

4 (A) Receives a unique approval number from the Department of State Police indicating that the  
5 transferee is qualified to complete the transfer, the gun dealer shall notify the transferor, enter the  
6 firearm into the gun dealer's inventory and transfer the firearm to the transferee.

7 (B) Receives notification that the transferee is prohibited by state or federal law from possessing  
8 or receiving the firearm, the gun dealer shall notify the transferor and neither the transferor nor  
9 the gun dealer shall transfer the firearm to the transferee. If the transferor shipped or delivered the  
10 firearm to the gun dealer pursuant to paragraph (b) of this subsection, the gun dealer shall comply  
11 with federal law when returning the firearm to the transferor.

12 (e) A gun dealer may charge a reasonable fee for facilitating a firearm transfer pursuant to this  
13 section.

14 (4) The requirements of subsections (2) and (3) of this section do not apply to:

15 (a) The transfer of a firearm by or to a law enforcement agency, or by or to a law enforcement  
16 officer, private security professional or member of the Armed Forces of the United States, while that  
17 person is acting within the scope of official duties.

18 (b) The transfer of a firearm as part of a firearm turn-in or buyback event, in which a law  
19 enforcement agency receives or purchases firearms from members of the public.

20 (c) The transfer of a firearm to:

21 (A) A transferor's spouse or domestic partner;

22 (B) A transferor's parent or stepparent;

23 (C) A transferor's child or stepchild;

24 (D) A transferor's sibling;

25 (E) A transferor's grandparent;

26 (F) A transferor's grandchild;

27 (G) A transferor's aunt or uncle;

28 (H) A transferor's first cousin;

29 (I) A transferor's niece or nephew; or

30 (J) The spouse or domestic partner of a person specified in subparagraphs (B) to (I) of this par-  
31 agraph.

32 (d) The transfer of a firearm that occurs because of the death of the firearm owner, provided  
33 that:

34 (A) The transfer is conducted or facilitated by a personal representative, as defined in ORS  
35 111.005, or a trustee of a trust created in a will; and

36 (B) The transferee is related to the deceased firearm owner in a manner specified in paragraph  
37 (c) of this subsection.

38 **(e) The transfer of a firearm to a museum as defined in ORS 358.415.**

39 (5)(a) A transferor who fails to comply with the requirements of this section commits a Class  
40 A misdemeanor.

41 (b) Notwithstanding paragraph (a) of this subsection, a transferor who fails to comply with the  
42 requirements of this section commits a Class B felony if the transferor has a previous conviction  
43 under this section at the time of the offense.

44  
45

**CAPTIONS**





# CITY OF TROUTDALE



## STAFF REPORT

**SUBJECT / ISSUE:** A Resolution to refer amendment of City Charter Chapter VI Elections, Section 23 to the electors of the City.

**MEETING TYPE:**  
City Council Regular Mtg.

**STAFF MEMBER:**  
Ed Trompke, City Attorney

**MEETING DATE:**  
July 14, 2020

**DEPARTMENT:**  
Legal

**ACTION REQUIRED:**  
Resolution

**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:**  
Denial

**PUBLIC HEARING:**  
Yes

**Comments:**  
CAC Recommended Not to Adopt this type of election process

**STAFF RECOMMENDATION:** The Council may adopt the Resolution, postpone adoption of the Resolution, and study the proposed amendment further, or not enact the Resolution.

**EXHIBITS:**

**SUBJECT / ISSUE RELATES TO:**

- Council Goals                     
  Legislative                                     
  Other (describe)

Referral of City Charter Amendment to Electors of the City

**ISSUE / COUNCIL DECISION & DISCUSSION POINTS:**

- ◆ This measure would amend City Charter, changing the election process for city Councilors.
- ◆ Does Council (or any Councilor) support or oppose the changes proposed, and is this Council vote, a vote of such support, or a vote to request a decision by electors?
- ◆ Do Councilors suggest any changes to final language or other suggestions before adoption?
- ◆ Does the Council wish to support voter adoption of the proposed charter amendment?

Reviewed and Approved by City Manager:

## **BACKGROUND:**

For over two years the Council has discussed various changes to the Charter in regard to the election of Mayor and Councilors. One discussed change is to modify the election of City Councilors from election races for one of three particular positions, to electing the “top 3” from a slate of candidates. The Council now needs to decide if they want to refer the issue to the voters in November.

This Resolution refers a ballot measure, together with its associated Ballot Title and Explanatory Statement (required for the Voters Pamphlet) to the voters of Troutdale for approval or rejection. As drafted, it neither favors nor opposes the measure.

This measure would amend the City Charter, changing the election process for city councilors. Three councilor positions are filled each general election, for a four year term. Occasionally a two year term is also filled.

The measure requires candidates to run against all other candidates in one group. The three candidates receiving the most votes win election to four year terms. Any two year terms are filled with candidate(s) receiving the next highest numbers of votes.

The current process assigns position numbers to councilor positions, requiring a candidate to run for a particular position. Sometimes a candidate runs unopposed, sometimes a new candidate runs against an incumbent, and sometimes a group runs for a particular position.

The Oregon Constitution gives city voters the right to adopt, amend and revise their city charter and the structure of their city government. Troutdale Charter grants legal authority to City and assigns duties and responsibilities to City Officers. Troutdale voters adopted the current charter in 1994 and have amended it several times.

There are two ways to amend the City Charter, by referral from City Council, and by citizen initiative.

## **PROS & CONS:**

### Pros:

- Referral allows the voters of the city to decide whether to change the process for electing City Councilors; and
- Referral by Council eliminates the perceived difficulty of obtaining sufficient signatures for a citizen initiated measure to adopt the proposal.

### Cons:

- Some people believe that the citizens should initiate, and council should not propose the way councilors are elected, due to perceptions of self-interest; and
- The issue could become politically divisive among candidates or councilors.

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

County Elections Department charges the City for the cost of the election.

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

**City Attorney Approved:**  Yes  N/A

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

Council has held several discussions in public meetings of this proposed change to elections of Councilors, with no decision. The CAC considered "top three" voting in a very recent public meeting and recommended the City Council not adopt or refer the matter to the voters.

## RESOLUTION NO.

### A RESOLUTION TO REFER AMENDMENT OF CITY CHARTER CHAPTER VI ELECTIONS, SECTION 23 TO THE ELECTORS OF THE CITY.

1. Only the voters of the City of Troutdale can approve amendments to the Charter of the City of Troutdale.
2. Members of the community have shown interest in changing voting to a top three (3) system in which all candidates run against each other, and those receiving the greatest number of votes are elected.
3. The Council has discussed and heard from citizens about benefits and detriments of various processes for electing councilors.

#### NOW, THEREFORE, THE CITY OF TROUTDALE RESOLVES AS FOLLOWS:

Section 1. Proposed Charter Amendment. If a majority of eligible voters vote “yes” on the following measure, Chapter VI, Elections, Section 23 of the Troutdale City Charter will be amended as follows:

**Section 23. ELECTIONS: Both state and local law govern the conduct of city elections. Candidates for City Councilor positions shall not run for specific positions, but all candidates shall run against all others. Electors may cast the number of votes that is equal to the number of positions to be filled, but only one per candidate. The three candidates receiving the greatest numbers of votes shall be elected to fill the three open, full-term positions in each general election. Then, any positions for two year terms shall be filled with the candidates receiving the next greatest numbers of votes, in decreasing order, until all positions are filled.**

Section 2. Referral. The ballot title attached as Attachment A and the above text shall be filed with the City Elections Officer and referred to the legal voters of the City of Troutdale, Multnomah County, Oregon at the general election on November 3, 2020.

Section 3. Election. November 3, 2020 is designated as the date for holding the election for the purpose of voting on this measure. The precinct for the election shall be all of the territory within the corporate limits of the City of Troutdale, and the election will be conducted by the Multnomah County Elections Department by mail.

Section 4. Publication. The City Elections Officer is directed to publish notice of receipt of the ballot title under standard procedures and in compliance with ORS 250.275(5).

Section 5. Filing with County. The City Elections Officer shall file the ballot title with the county clerk as required by ORS 254.095 and include the proposed measure in the statement of city measures to be voted on.

Section 6. Explanatory Statement. The Explanatory Statement for the measure on Attachment B shall be submitted for inclusion in the voters' pamphlet as provided in ORS 251.345.

Section 7. No Position. The City Council takes no position in favor of, nor opposing this proposed measure.

Section 8. Effective Date. This Resolution shall be in full force and effect from and after its passage.

**YEAS:**  
**NAYS:**  
**ABSTAINED:**

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**Casey Ryan, Mayor**

---

**Date**

---

**Sarah Skroch, City Recorder**  
**Adopted:**

## Attachment "A" to Resolution #

Measure No. 20-\_\_\_\_\_

Ballot Title:

A. Caption (10 words allowed, 10 total)

Amends charter: city councilor candidates run against all councilor candidates

B. Question (20 words allowed, 18 total)

Shall Troutdale Charter require election of councilors from one group of all candidates, each running against all others?

C. Summary (175 words allowed, 173 total)

This measure would amend City Charter, changing the election process for city councilors. Three councilor positions are filled each general election, for four year terms. Occasionally two year terms are also filled.

Measure requires candidates to run against all other candidates in one group. Voters cast one voter per open position, maximum one vote per candidate. Three candidates receiving most votes win election to four year terms. Any two year terms are filled with candidate(s) receiving next highest numbers of votes.

Current process requires candidates to run for a particular position. Sometimes a candidate runs unopposed, sometimes a new candidate runs against an incumbent, and sometimes a group runs for a particular position.

The Oregon Constitution gives city voters the right to adopt, amend and revise their city charter and the structure of their city government. Troutdale charter grants legal authority to City and assigns duties and responsibilities to city officers. Troutdale voters adopted the current charter in 1994, and have amended it several times.

The measure would affect elections after November 2020.

Measure No. 20-\_\_\_\_ Explanatory Statement

The Oregon Constitution gives city voters the right to adopt, amend, and revise the City Charter. Troutdale voters adopted the current City Charter in 1994. It has been amended several times since then.

Under current processes, City Councilor positions are numbered. Three of the six City Councilor positions are filled each general election (November of even numbered years). At the same time, any two-year partial terms that result from councilors having been appointed to fill vacancies, are filled. These provisions will not be changed by the proposed measure, and are in Charter sections 9, 10, 13 and 24.

Under the current process that this proposed measure would change, candidates must file for a particular numbered Councilor position, sometimes running against an incumbent, sometimes unopposed, and sometimes against other candidate(s) for that specific position.

This proposed measure would amend the current City Charter Chapter VI Elections, section 23 to read as follows:

**Section 23. ELECTIONS: Both state and local law govern the conduct of city elections. Candidates for City Councilor positions shall not run for specific positions, but all candidates shall run against all others. Electors may cast the number of votes that is equal to the number of positions to be filled, but only one per candidate. The three candidates receiving the greatest numbers of votes shall be elected to fill the three open, full-term positions in each general election. Then, any positions for two year terms shall be filled with the candidates receiving the next greatest numbers of votes, in decreasing order, until all positions are filled.**

This measure would change the election process for city councilors and insert language that all candidates shall run against all other candidates in one group. Those candidates receiving the most votes win election. Ordinarily, the top three will be elected, but on occasion, due to vacancies filled by appointment, the top four or more candidates may be elected from the group.

Electors may cast one vote for any candidate, up to the total number of positions to be filled. Those candidates receiving the greatest number of votes win the full four year terms, and if shorter terms are filled, the candidates receiving the next-greatest number will be elected for the remaining two years of a term.

The City Council sought review of this type of election process (sometimes called “top three”) from the Citizens Advisory Committee (CAC). The CAC opposed adoption of a proposal such as this, after an open public meeting and public feedback.

The City Council adopted this Explanatory Statement, but has taken no position favoring nor opposing this proposed measure.