CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

REVISED AGENDA

CITY COUNCIL – REGULAR MEETING

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

Mayor
Doug Daoust

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

City Manager
Craig Ward

Tuesday, February 9, 2016 – 7:00PM

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

2. CONSENT AGENDA:

2.1 MINUTES: October 27, 2015 Work Session.

2.2 RESOLUTION: A resolution approving an Intergovernmental Agreement with the State of Oregon for the administration of the Local Motor Fuel Tax.

3. PUBLIC COMMENT: Public comment is limited to comments on non-agenda items. *Remarks shall be limited to 5 minutes for each speaker unless a different time is allowed by the Mayor. The Mayor and Council should avoid immediate and protracted response to citizen comments.*

4. MOTION: Adoption of Findings of Fact and Final Order for the Sheldon Development Map Amendments Application ***Ed Trompke, City Attorney***

5. PUBLIC HEARING / RESOLUTION: A Public Hearing on three resolutions approving the recommendations of the City Organization Review Subcommittee, each referring a Measure Election to amend the 1994 Troutdale Charter.

5.1 A resolution submitting to the Electors of the City the question of amending Section 14 of the 1994 Troutdale Charter to allow discipline of Elected Official for disclosing confidential information.

5.2 A resolution submitting to the Electors of the City the question of amending Section 21(I) of the 1994 Troutdale Charter to allow the Mayor or City Councilors to discuss employment matters, contracts, or property with City Manager.

5.3 A resolution submitting to the Electors of the City the question of amending Section 27(A) of the 1994 Troutdale Charter to require Councilor to resign from Council to stand for Election to another office.

Ed Trompke, City Attorney

6. **RESOLUTION:** A resolution declaring a vacancy on the City Council and designating a procedure to appoint a person to fill the vacancy. ***Ed Trompke, City Attorney***

7. **DISCUSSION:** A discussion regarding Federal Legislative Priorities. ***Craig Ward, City Manager***

8. **STAFF COMMUNICATIONS**

9. **COUNCIL COMMUNICATIONS**

10. **PROVISIONALLY ADJOURN WITH THE POSSIBILITY OF RE-CONVENING AFTER THE EXECUTIVE SESSION**

****AN EXECUTIVE SESSION WILL BE HELD UNDER ORS 162.660(2)(e) – REAL PROPERTY TRANSACTIONS****

11. **POSSIBLE RE-OPENING OF THE PUBLIC MEETING**

12. **RESOLUTION:** A resolution to Adopt Real Estate Sales Agreement.

13. **ADJOURN** (IF MEETING IS RE-OPENED)

Doug Daoust

Doug Daoust, Mayor

Dated: 2/3/16

City Council Regular Meetings will be replayed on Comcast Cable Channel 30 and Frontier Communications Channel 38 on the weekend following the meeting - Saturday at 2:30pm and Sunday at 9:00pm.

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

CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

AGENDA

CITY COUNCIL – EXECUTIVE SESSION

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

Mayor
Doug Daoust

City Council
David Ripma
Eric Anderson
Larry Morgan
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John Wilson

City Manager
Craig Ward

Tuesday, February 9, 2016

Immediately following the City Council Regular Meeting, which starts at 7:00pm

This Executive Session is being held under ORS 192.660(2)(e) – Real Property Transactions.

Only representatives of the News Media and Designated Staff are allowed to attend. Representatives of the News Media and all other attendees are specifically directed not to disclose information that is the subject of the Executive Session. No final decision will be made in Executive Session.

1. Roll Call
2. Discussion: Real property transactions
3. Adjourn

Doug Daoust

Doug Daoust, Mayor

Dated: 2/3/16

DRAFT

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

Tuesday, October 27, 2015

1. Roll Call

Mayor Daoust called the meeting to order at 8:32pm.

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

ABSENT: None.

STAFF: Craig Ward, City Manager; Ed Trompke, City Attorney; and Sarah Skroch, City Recorder.

GUESTS: See attached.

2. A discussion on future management of the Depot Museum.

Councilor Allen stated I'd like to point out that I am a board member of the Troutdale Historical Society.

Councilor Ripma stated if we have to declare that, I am too being the past President.

Councilor White stated my wife is also a current board member.

Mayor Daoust stated I put this on the agenda because I was getting more than a few comments wondering why the Depot Museum wasn't open.

Mayor Daoust distributed a handout titled "Future Management of the Depot Museum" and then reviewed the handout. A copy of the handout is attached to the minutes as Exhibit A.

Councilor Allen stated I don't have any authority to speak for the Historical Society and I'll be making suggestions just as a Councilor. What you see happening is the Barn Museum is open more for the Historic Columbia River Highway Anniversary which is a historical 100 Year event that may last 2 or 3 years. I'm just pointing out that it's just a temporary period of time.

Councilor Anderson stated the Historical Society is gearing up the Barn Museum to fund what by all accounts is going to be a spectacular event and more power to them, they should do it. I think the Chamber is going to be busy because the Historical Society is going to bring people into town. That's going to boost the viability of the Chamber even more. The Depot Museum is important to

me because it is an extension of the Historical Society and also just 2 weeks ago we decided to go forward with the Bike Hub that we're going to put there. We have to do something to that place. I think of all the options that you've laid out, I like option #2 because of the grant opportunities. The whole area is going to get real viable, real quick with what the Chamber is doing with the Arts, and with what the Historical Society is doing with the Exhibit.

Councilor Morgan asked is there a Memorandum of Understanding (MOU) for the Depot Museum?

Craig Ward replied not that we've been able to find.

Councilor Morgan asked is the Depot a City building that's managed by the Historical Society?

Craig Ward replied it is and the practice has been essentially that the City is responsible for the building shell so if the roof or deck needs maintenance or if it needs painting on the outside then that is work that the City has done. The inside has been managed by the Troutdale Historical Society with very little City participation to my knowledge. My interaction with staff has always been about the exterior of the building.

Councilor Morgan asked by managed do you mean keep open?

Craig Ward replied by managed I mean fix. The hours of operations, how it's staffed, what happens inside have been exclusively the prerogative of the Historical Society as far as I'm aware. If they want to open it 1 day a week or 5 days a week, it's been their call and the City hasn't weighed in or had any influence on that.

Councilor White stated there is a lot going on. I'd like to see us have a work session with the Historical Society, the Chamber, and the Bike Hub people in the room because we need everyone's input to come up with the best solution on this. I think it'll be hard for us to do that on our own without their input. I think it should also be run past the business group because it'll affect them and they may have some ideas.

Councilor Ripma stated I appreciate your ideas, they're all good. The Historical Society and I and anybody who loves Troutdale wants to see that museum open more. Between your 5 options which are all good, I think what would decide what we should do is determine if the Chamber is really interested in making it the Visitors Center. If the Chamber is willing to move in then I think that makes a difference on what we do. I don't know if we can get answers tonight.

Councilor Wilson stated I think option #3 would be a better fit. You still have some grant writing duties there, you still have the museum open 5 to 7 days a week. I would lean more towards option #3 than option #2. What I hear here is that the Historical Society is looking at moving back into the building in about 3 years.

Councilor Allen replied the Historical Society has never left.

Councilor Anderson stated my issue with option #3 is if we contract with the Chamber and it's the Chambers employee and we ask that grant writer to write a grant for infrastructure and Claude

wants them writing another Bike Hub grant then we're going to butt heads. I don't know how many grants you write or apply for but I know that we apply for none because we don't have anyone to write any. I think we need to employ this person for at least a year, if not longer, to see how it goes.

Craig Ward stated I wasn't thinking you'd go that far. We could do something that says the grant writing responsibilities are assigned by the City Manager. That might be a hybrid that could work.

Councilor Morgan asked couldn't we contract as a city for the grant writer and the museum curator and have it open for 5 to 7 days rather than it being a union employee?

Craig Ward replied as a rule our contract says that the City will not contract work out that an AFSCME member could perform. I'm not saying we couldn't but we would have to have a conversation with the union about that and justify why that would not be a bargaining unit position.

Councilor Morgan stated versus indirectly hiring the Chamber to do the exact same thing.

Craig Ward replied we contract with the Chamber for services now. I think that's an easier explanation.

Councilor Morgan asked can we ask the Chamber if they're interested, since they're here? If they're not then #2 or #3 look like the best options.

Claude Cruz replied we've had the opportunity to go through the building and we did the basic due diligence data gathering. Most recently we got information about the utility bills for the last couple of years. We want to know what we're stepping into. There's a lot of attraction for us. Karen on our Board is very gung ho because from a tourism perspective, it's ideally situated with the Gorge Hub relationship. We see a lot of merit. There are thing on the negative side of the ledger too which I wanted to put right up front. The building would take a substantial amount of investment. I'm talking about things like there is no insulation in there and public restrooms are also a necessity. This is an opportunity for us to possibly bite the bullet. The other constraint that I see is space. Right now we're shoehorned into our space and quite frankly the 550 or so square feet that was allocated to office space is inadequate for us, especially when we get interns in there. Our job one is the visitor's center and that in itself is something pushing 900 or 1,000 square feet. Between the 2, what that tells me is we have to be able to do space reallocation. I know there are constraints on treatment of that space. I would see either combining the visitor's center and the historic exhibit space or shuffling them to the side next to the management space. We would have staff there 7 days a week so we would have the museum open along with the visitor's center. I remain very interested personally. I would have to get the Board's approval. There are some upfront costs and in recognition of that I've suggested that I would propose to our Board that we chip in a portion of our normal rent toward reimbursing the City for some upfront investment. We have a Board member that is a very talented decorator that volunteered to design that space in a period compatible way that I think would result in a very nice new visitor's center. This would be the quintessential example of the Chamber and City collaboration to make it possible.

Councilor Anderson stated let me see if I understand options #4 and #5 are. What I've heard is we would fix up the building to house a visitor's center, Chamber of Commerce, and Depot Museum hybrid. The Chamber would be there rent free and would reimburse us?

Mayor Daoust replied yes.

Councilor Anderson stated my question is, how does that look publicly? Does it look like a bailout? I'm not say it's not worth defending but I honestly don't know how I would defend that.

Councilor Morgan asked how much money do we give them now compared to other cities?

Councilor Anderson stated it's about $65,000 now. We could adjust the Transient Lodging Tax (TLT) and have them pay that back to us. I just don't know how to sell it.

Councilor Allen stated other cities typically work with their Chamber and Historical Society.

Councilor Anderson replied how much did we give the Historical Society for the King of Roads exhibit, $20,000 or $40,000? I think the overarching for the Council is how much time, resources, and revenue do we want to devote to what is coming together as our brand which is the arts, the Bike Hub, and now the 100 Year Celebration. If we say we want to devote "x", and we can come to an agreement, then we can all stand by it on its merits. It does have merit but if we just say we're going to move the Chamber over here and they're not going to pay any rent and we're going to fix up the building, then it looks like a handout. What do we want to do over and above what we've already done, if anything?

Councilor Morgan stated I know that we're trying to make everything equally important and I don't think that it is. I understood this to be in 3 categories: immediate concerns, near concerns, and future concerns. Currently we don't have a grant writer. The building is not open to no fault of the Historical Society. Also the frequency of being open. Our near concerns over the next few months are the 100 Year Anniversary and how the Depot ties in with downtown, etc. Our future concerns are the Bike Hub and our image. Immediately I think we should be addressing our grant writer that would pay for a lot of these things. There are 30 plus grants from Ron Wyden's office to pay for Visionary Park that we can't write because we don't have a grant writer. If our immediate concern is keeping the museum open and grant writing, then I think that should be our focus.

Councilor White stated as far as grant writing goes, I'd like to see what's available on a regular basis. If we see a grant we want to go after, I'd like to utilize Jordan Ramis so we don't have someone on staff and we only have that expenditure when we want to pursue a grant. It doesn't help out with running the museum but I think the grant writing should be completely different.

Ed Trompke replied we have some capability but right now I'm working with another grant writer on the east coast to obtain some grants for some property in Brookings for affordable housing. We farm out when we can't find it locally. That may be what you eventually end up doing because there are a lot of specialty areas in grant writing.

Councilor White stated you have to be careful with grant writing because it usually comes with strings attached to it.

Councilor Wilson stated Metro has a lot of grants we don't apply for. Because it's a City building, we have a responsibility to that building. If it's not ADA compliant and if it needs work done to it, then I think we have a responsibility to decide whether or not we put the money into it. With the 100 Year Anniversary of the Highway coming up, with the Bike Hub, I think we owe the responsibility to that building to get it to where people can utilize it and be comfortable even if they are just visiting.

Councilor Allen stated on the grant writing side, one of the harder parts of it is even knowing that the grant exists. We need to have someone who is going to be monitoring and watching for the grants. When a good one applies, ask if we should try for this one, and then write the grant. A building like the Depot without insulation, I wouldn't be surprised if it costs as much for utilities in the building as it does for my house payment.

Mayor Daoust replied the utilities in the Depot average $300 per month. Some winter months, like last January, the bill was around $670.

Councilor Morgan stated we attended a meeting last week with the Oregon Department of Fish and Wildlife. They have a $200,000 grant that they would love to invest in the Sandy River in Troutdale for fishing which ties into our Urban Renewal District through Metro grants. That's just 1 example of a grant that's out there that they're trying invest in this area that is underutilized. Councilor Wilson mentioned it during the debate about Visionary Park and how we needed to go out and look for other options. Ron Wyden's office sent us several grants but we don't have a grant writer. There are a lot of options for Urban Renewal, for infrastructure and roads, for water and sewer, tourism, everything. It's not a lack of not doing that but it's a lack of resources.

Councilor Anderson stated let's talk solutions. I think everybody agrees that a grant writer in some form or fashion is warranted and worthy. Maybe on the next agenda we can go up or down on option #2 or #3. Then we can address Councilor White's desire to have the stakeholders in the room along with my desire to have a real discussion about what we want to do and how we want to support this emerging brand that we have. The first thing is that we need to get the Museum open and we've got to get a grant writer. Whether it's a Chamber contract or a City employee, I don't care, I just want to make that decision.

Councilor Allen asked how do you find somebody who's good at grant writing and would also be good at being a curator? That takes a particular person who also loves Troutdale and the history but also has good writing capability. Otherwise you hire both and you get half.

Claude Cruz replied grant writing keeps coming up and that is a central point. I'm spending more and more of my time in grant writing and it is an art in and of itself. You're absolutely right, finding out what's out there is part of the problem. You have to have focus. I anticipate that I'll be spending more and more of my time doing that sort of thing. However, in my case it has to be something that's directly relevant to the Chamber. I would love to have a compatriot who's singing to the City's needs in other areas and we can hobnob because there's a lot of common ground and we could help each other. It's probably not something I would take on. We could consider a resource that the Chamber would oversee given that we're already in the grant writing game. I would be able to interact with that person pretty efficiently. That would be a captive resource and

basically a pass through cost. There's nothing especially in it for the Chamber to do that beyond that we're helping the City which in and of itself legitimizes it to some extent but in the same way that maybe the City meets us more than half way with the things that we need that are also a benefit to the City. I think you're right to be thinking in terms of a resource that's really dedicated to the City's grant writing needs but then let's leverage the common ground that we have.

Craig Ward stated the Council could direct me to work with the Chamber of Commerce to create a proposal that's a hybrid of #3 and #4. Claude and I can sit down and talk about how the Chamber might be able to support us, how we can support them, staffing the visitor's center and providing grant writing duties, and potentially having the Chamber move into the building overall and what the costs would be to do that. Then we can come back to you with a firm proposal. I think it's great that we've had this conversation and the Council seems to be interested in a hybrid of #3 and #4. I have to say we have gotten hundreds of thousands of dollars in my time here from grants, just to honor the hard work that City staff has done and I applaud the Chamber's efforts as well. I don't want it to go on the record that the City hasn't gotten any grants because that isn't true. That does not mean that we can't use a grant writer to help us focus this to provide more knowledge and expertise. There are thousands of grants. You could spend your entire career just understanding all of the potential grants. A big part of the conversation for getting a grant writer is to figure out what our priorities for grants would be, then we would have to bring that to you, and you would have to direct where you want us to invest our time.

Councilor Anderson replied I never meant to imply that staff wasn't doing anything. Sometimes there's such a big need now and staff is stretched very thin. It might be time to plug that hole. I'm not so excited about #4, I'm more interested in #2 and #3 today but #4 could come down the line. I was going to ask if we could delegate staff to filter options #1, #2, and #3 and bring us a recommendation to the next Council meeting.

Craig Ward stated bringing that to the next Council meeting is really a push. We'll work on bringing it to you but I would ask for your patience and not require that we bring it to you at the next meeting because that may not be possible.

Councilor Allen stated we started talking about our goal was to keep the museum open which can be done with volunteers. Grant writing works great for the City but for a museum, wouldn't you want some kind of a tie to your Historical Society? That's where the base of the history is.

Councilor Anderson stated we don't even need to discuss the who, I just want to get the concept out there.

Councilor Allen asked what about the project? Weren't we trying to balance the budget?

Councilor Anderson replied I think we've identified a perceived need for a grant writer and a desire and a need to keep the museum open. Both are short term and I think we could fill them both relatively inexpensively.

Councilor White stated if we're missing the boat on a grant, let's get somebody on it right now, we have that ability. I hate the thought of hiring a permanent person when we're so close to our

December budget session. I think that should go through the budget process. I don't want us to drop the ball on any grants.

Councilor Wilson stated no matter what option we pick, we have to improve the building. If we had a City employee sitting in there, you have to make it livable. I've always said we're great at building things but never great at maintaining them.

Mayor Daoust stated let's hear from people in the audience.

Diane White, Troutdale Resident, stated I believe that the Historical Society has an agreement with the City. Regarding Visitor's Centers, I think most Cities help fund them so I think that's appropriate to do. I believe that there should be enhancement of the indoor space. I like the idea of the Chamber and Visitor's Center coming in. We have a really cool opportunity in that corner with the Hub and the mixed use of the Rail Depot. There might even be a potential opportunity for a revenue stream by having an extra set of bodies there. If we design the Hub right it could be rented out if it isn't highly utilized. If you enhance the indoor space then that could be the way that we could have indoor restrooms with it being more controlled if we're concerned with transients. This looks like an amazing opportunity and you have a lot of good ideas here. I want to make sure the Historical Society has a say in what's done because that is their building and that they are involved as a partnership so they can ensure there's a balance of historical accuracy. I believe it's a natural location for a Chamber and Visitor's Center, there's parking, it'll enhance the Hub, it'll create energy and use in that area.

Mayor Daoust stated you mentioned an agreement between the Historical Society and the City. Could you talk about that?

Jean Ice, Troutdale Resident, replied I was on the Historical Society Board for many years. It was my understanding from conversations that we had with the Board members that the City owned the Barn, the Harlow House, and the Museum.

Craig Ward replied I'm not aware that we own the Barn. I think we own the Harlow House and the Depot.

Jean Ice asked who owns the Barn?

Ed Trompke replied I'm not sure about the Barn but I think the Historical Society was purchasing the Harlow House from the City and there's about $50 left unpaid at this point. I have directed my staff to prepare a Bill of Sale to transfer the building only and not the land. Then there would be a lease on the land. I don't believe it deals with the Barn but I'll have to look at the documents.

Jean Ice stated I understand that for the Depot there was a loose agreement.

Councilor Ripma replied it was basically a course of dealings over many years. The City owns the building and the Historical Society took care of the interior.

Jean Ice stated conversations have come up in years past about the Chamber being there and for some reason a lot of people on the Board really didn't want that and I'm not sure why. The

things that were different were that we had an empty barn, we had a virtually empty Harlow House, and the Museum was at the Depot. We had our Board meetings in the Barn but everything was really at the Depot. At that time the Barn was totally empty. Now because of the beautiful exhibit, they've decided to have everything run at the Barn and therefore the Depot is empty. The Historical Society has only occupied 1 of the 3 buildings at any time.

Councilor Ripma stated these ideas that Mayor Daoust has brought forward are excellent ideas that I do think will get the full support of the Historical Society.

Jean Ice stated I do agree that these are great ideas. These buildings need to be utilized, we're growing, and the Bike Hub is a fabulous idea. It bothers me to be talking about the City and the Chamber when I thought there was actually an agreement between the Historical Society and the City. Maybe we should ask the Historical Society because I'm not a part of it anymore and I don't know exactly where it is. I bet Sheryl Maydew would know.

Councilor Ripma replied we looked long and hard for it and Debbie Stickney also did. Nobody could ever find it.

Rip Caswell, Troutdale Resident, stated it sounds like there's more than 1 issue. I think it might help to separate all the issues out. I think you have a really good point Councilor Wilson, the City owns the building and it needs repairs, it needs insulation, and maybe some other things. It sounds like we need a grant writer. The Chamber may need a location. There's great opportunity happening at this location to create a hub and to consolidate all of the tourism to 1 spot that everyone can go to. I think it might help you to compartmentalize each of these and solve 1 problem at a time and then see if there is something cohesive to bring it all together. If you try to fit everything into the mix then it'll get kind of convoluted in your brains. I think it's best to separate them. I think it is an opportunity to think positive of solutions. Since there will already be a major investment of a Bike Hub there, there's already a need for restrooms there, there's a need for the building to have some repairs and maintenance, and it seems like we can come up with a solution that is going to be a good one for the whole city.

Claude Cruz stated I'm not at all lobbying for option #4 but there is a brass ring that's going by and that is that the Board of the Chamber has directed me to pursue a 2 year lease where we are now. I've intentionally been dragging my feet a little bit in hopes of making some progress in our discussions here to get a sense of do we really want to lock ourselves in now. I don't want to waste time thinking about a potential Chamber move and all that it entails and how do we make a viable Visitor's Center there, how do we work with the Historical Society to provide service for that exhibit as well. All those considerations make no sense if we're going to lock ourselves in. The driving concern for us is this month to month lease right now and the fact that the building is up for sale. It's a very volatile situation. I think if we are going to consider doing this then now is the time to do it rather than trying to partition it. My suspicion is that if we don't get an agreement to do an extended lease that would give us some stability then I'll be asked to pursue alternate quarters just so we aren't hanging in the wind. I would hate to see us have to leave the downtown area because that's where we're most effective.

Craig Ward replied I will direct our staff to give me a proposal for making the building habitable which no doubt includes HVAC and insulation improvements. I agree with you that no matter who

is occupying that then they should expect to have habitable space year round. It's our building so we'll come up with a cost estimate. That won't necessarily address the bathroom issue which has its own dynamics.

Councilor Allen asked what is the group that helps people do those kinds of renovations and still keep the historical value of a building?

Craig Ward replied I'm not sure what you're referring to.

Mayor Daoust stated I think that would fit with Rip's idea to compartmentalize part of the discussions and part of that would be the building itself. That would fit under option #4. Could we also get some cost estimates between alternative #2 and #3 in contracting for a person through the Chamber versus hiring City staff?

Craig Ward replied I will speak to Claude about that from the Chamber perspective and then Erich Mueller from a City perspective.

Councilor Allen stated the reason I mentioned that is because the building is part of the historical value of the exhibit itself. So you want to do modifications that keep the historical integrity.

Mayor Daoust replied you're right. We have to work that out. There are some non-conforming windows already.

Craig Ward replied yes, in the basement. I can talk to our Building Official about that. I'm presuming we're talking about insulating the walls and upgrading the HVAC system. If there's more than that then they will tell me that. One of the possibilities is upgrading the windows. You can design windows that look like they're architecturally consistent but in fact have sufficient insulated glass. That will increase the price considerably. I'll talk to them and try to get you an estimate. I don't think it'll be that complicated to get you a ballpark estimate. It's understood that the upper portion of the building would remain architecturally consistent.

Councilor Allen stated there was a meeting years ago when there was a lady that said there's a group that helps people with the restoration of their historical homes. It would be in our meeting minutes.

Councilor Wilson asked could we have the Landmarks Commission look at what we're going to do to it?

Craig Ward replied there's a member of the Historic Landmarks Commission that does have expertise in that area and we can approach her about that to see what group she may work with. That is not the charge of the HLC to give architectural design. They rely on people that have that depth of architectural historical knowledge.

Mayor Daoust stated I think staff knows what they need to do. The purpose would be to bring this back in November sometime as an agenda item and make sure the right people are in the audience so that we can all talk. Is that right?

Craig Ward replied yes.

Councilor Allen stated we also need to get the Chamber Board talking about it and the Historical Society talking about it.

Mayor Daoust stated there will be time in between meetings to talk about it and come with some of your thoughts.

3. Adjourn

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

Meeting adjourned at 9:45pm.

DRAFT

_____

Doug Daoust, Mayor

Dated:_____

ATTEST:

_____

Sarah Skroch, City Recorder

CITY OF TROUTDALE

City Organization Review Subcommittee Meeting +

Tuesday, October 27, 2015 Regular City Council Mtg.

PLEASE SIGN IN

Name – Please Print	Address	Phone #
PAUL WILLOX	TROUTDALE	
Brian Shorts	Troutdale OR	503-830-1448
David Becker	Troutdale	
Mary Massey	Corbett	
Rip Cornell	Troutdale	
Rob Canfield	Troutdale	
Diane Castillo	Troutdale	503888-1405
Jean Ice	Troutdale	503-319-1116
Jason Buford	Troutdale	
Claude Cruz	"	503 799-9667
Carol Allen	Troutdale	5037018979

Future Management of the Depot Museum

Mayor Daoust

October 27, 2015 Work Session

Current Situation:

The Depot is a City owned building. The property is also a City Park. THS has the Depot Rail museum upstairs, and there's a small office and small bathroom upstairs. There's a full basement, with THS work space in a "conference room", and storage space for historical records and supplies in two smaller rooms. There's also a small bathroom downstairs.

The Caboose car on the site is used for storage of Arts Festival and other materials.

The Depot site is also the site for the "Bike Hub". The Depot City Park is also located at the 40-mile Loop trail system, a connection to the future URA shoreline trail, and also a location for a new trail that could be used for a Sandy River fishing trail and fishing platform, funded by an ODF&W grant. The City may have a lot of action around the Depot in coming years.

We should have ADA accessible bathrooms if we have the Bike Hub, Museum open more hours, a fishing trail, and possible increased use as a Visitor Center.

The WCGCC has expressed some issues and recommendations if they were to seriously consider moving their operation into the Depot building. See "Railway Museum Move Considerations" paper by Claude Cruz.

The Depot Museum is only open 4-8 hours per week, on Fridays and Saturdays, from 10:00 am to 2:00 pm each day, as one or two Troutdale Historical Society (THS) persons are available (Nell Simeon, and Kelly Broomall).

Goals:

Keep the Depot Museum open more days per week, depending on funding and personnel.

Consider a possible joint use of the building for a (whole or partial) Visitor's Center and Historical Railway Museum, if all aspects can be worked out between the City, THS, and the WCGCC. We should aim for a Win - Win - Win solution.

Considerations:

That Museum is a tourist attraction, and as the future location of Troutdale's planned Gorge Hub facility, and with the Centennial of the HCRH, it is reasonable to expect that cyclists and other visitors will increase the future visitor load in the Depot Museum.

The WCG Chamber's lease is month-to-month, and since the building in which the Chamber resides is currently up for sale, the Chamber faces a potential sudden, steep and unaffordable increase in their rent.

Large expenses such as reworking the Museum plumbing to support adequate public restroom facilities are an investment that the City would probably need to make in improving its facility. The same might be true of any major improvements to insulation and HVAC.

Options to consider:

1. The City currently has a vacant position - Assistant City Recorder, that could be housed at the Depot on certain day(s), and also provide Museum assistance as needed while working on record keeping. This would keep the Museum open 1-2 days per week.

2. The City could budget for a Grant writer and Museum Curator combined position, possibly 25% Grant writing, and 25% Museum Curator, housed in the Depot. This would enable the Museum to be open another 2-3 days per week. (would be a Union employee).

3. Contract through the Chamber of Commerce for a curator of the Depot Museum, and some Visitor Center staffing, and possibly some grant writing duties for the City. This option could keep the Depot Museum open 5-7 days per week, depending on funding.

4. Contract through the Chamber of Commerce for a curator of the Depot Museum, and work with the Chamber to provide full Visitor Center operations. This would keep the Depot Museum open 5-7 days per week. Moving the Chamber to the Museum building would require substantial (yet to be quantified) up-front investments by the City, to make the space suitable for the Visitor Center and Chamber operations. This option could look like:

    - Chamber allowed use of building free of charge

    - keep the Museum open, and re-arrange the space for both uses. Making the Museum space suitable for the Chamber would entail substantial internal space reallocations and design changes. The applicable historical-preservation rules would need to permit such modifications.

- THS would remove their records from the basement and store them upstairs at the Barn Museum, or elsewhere.

- City would improve the building's HVAC, internal restrooms, and other needs.

- City would add ADA restrooms to the basement level east side of the Depot, to be used by bicyclists and visitors, with a deck on top for visitor's enjoyment.

- The Chamber can entertain redirecting its current rent expenditure ($1k/mo) toward repayment of the City's up-front space-preparation costs, for some reasonable period of time to be negotiated.

5. A combination or pieces of the above options.

Attachments:

Email from Sharon Nesbit, regarding THS staffing of the Depot

"Railway Museum Move Considerations." A memo from Claude Cruz on the WCGCC's issues with the Depot building as a Visitor's Center.

RESOLUTION NO.

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON FOR THE ADMINISTRATION OF THE LOCAL MOTOR VEHICLE FUEL TAX PROVIDED THROUGH ITS DEPARTMENT OF TRANSPORTATION.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. That 54% of the Troutdale voters in the November 3, 2015 Special Election voted in favor of Ballot Measure 26-168 approving a phased in local tax on motor vehicle fuels distributed within the City.

2. The City Council adopted Ordinance 834 on October 13, 2015 adding to the Troutdale Municipal Code (TMC) Chapter 3.07 establishing the administrative program for the Motor Vehicle Fuel Tax.

3. That sharing resources to avoid unnecessary duplication of staff, equipment, and training will promote efficiency and effectiveness in local government administration and service delivery such that the most cost efficient method for reporting, administration and collection of the fuel tax, for both the fuel dealers and the City, is through the existing dealer fuel tax system administered by Oregon Department of Transportation (ODOT).

4. That the Oregon Revised Statutes (ORS) 190.110 provide the necessary authority for the City and ODOT to enter into an Intergovernmental Agreement (IGA) for the administration of the local motor vehicle fuel tax.

5. That TMC 3.07.270 B. authorizes the selection of ODOT to provide for the administration of the local motor vehicle fuel tax.

6. The City and ODOT wish to enter into an IGA to provide for the administration of the local motor vehicle fuel tax which addressing all the parties needs and obligations has been successfully negotiated and is in the best interest of the City.

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

Section 1. Agrees now that the City enter into an IGA with ODOT to provide for the administration of the local motor vehicle fuel tax, and approves the IGA in substantial conformity with Exhibit A of the Staff Report.

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

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

Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official is authorized to determine, execute, acknowledge and deliver any subsequent addendums, extension, revisions, modification, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. This Resolution shall be effective upon adoption.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

_____
Date

_____
Sarah Skroch, City Recorder
Adopted:

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Resolution Approving An Intergovernmental Agreement (IGA) With The State Of Oregon For The Administration Of The Local Motor Vehicle Fuel Tax Provided Through Its Department Of Transportation (ODOT).

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** February 9, 2016 **STAFF MEMBER:** Erich Mueller **DEPARTMENT:** Finance
ACTION REQUIRED Consent Agenda/Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Adopt resolution as proposed.

EXHIBITS: A. The proposed IGA in its substantial form

Subject / Issue Relates To:

☒ Council Goals ☐ Legislative ☒ Other:

Goal: Develop options to stabilize public works funds.

Issue / Council Decision & Discussion Points:

- The City voters approved the phased in local motor vehicle fuel tax ballot measure on November 3, 2015.
- The adopted local fuel tax ordinance provides for an IGA with ODOT
- ODOT's existing dealer fuel tax system provides the least administrative burden upon the local businesses, and most cost efficient method for the City.

Reviewed and Approved by City Manager:

BACKGROUND:

After careful study and consideration of the funding options for City street maintenance, the City Council referred the ballot measure 26-168 for a phased in local tax on motor vehicle fuels distributed within the City. 54% of the Troutdale voters in the November 3, 2015 Special Election voted in favor of local motor vehicle fuel tax.

The City Council established the administrative program for the local motor vehicle fuel tax through Ordinance 834 which also provided for use of ODOT and their existing dealer fuel tax system.

ODOT's existing dealer fuel tax system provides the least administrative burden upon the local businesses, and most cost efficient method for the City. Using ODOT will enable sharing of resources to avoid unnecessary duplication of staff, equipment, and training will promote efficiency and effectiveness in local government administration and service delivery.

The Oregon Revised Statutes (ORS) 190.110 provide the necessary authority for the City and ODOT to enter into an IGA for the administration of the local motor vehicle fuel tax.

SUMMARY:

The IGA is in the best interest of the City as it provides the most cost effective method for the administration of the new local motor vehicle fuel tax.

PROS & CONS:

A. Approve the proposed resolution to provide the most cost efficient administration of the new local motor vehicle fuel tax.

B. Not approve the proposed resolution and increase the administrative burden on local businesses and the City in the administration of the new local motor vehicle fuel tax.

Current Year Budget Impacts ☒ Yes *(describe)* ☐ N/A
First Year: $100,000 estimated revenue annually

Future Fiscal Impacts: ☐ Yes *(describe)* ☒ N/A
Future Years: Growing from $100,000 based on volume experience, and tax phase in

City Attorney Approved IGA ☒ Yes ☐ N/A

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

Exhibit A
Item #2.2
2/9/2016 – Council Meeting

Misc. Contracts and Agreements No. 31139

INTERGOVERNMENTAL AGREEMENT
Motor Vehicle Fuel Dealer Tax Collection
City of Troutdale

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" and the City of Troutdale, hereinafter referred to as "City," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.

2. By the authority granted in ORS 802.010, ODOT shall perform all of the duties, functions, and powers with respect to the administration of the laws relating to the motor vehicle fuel license tax, aircraft fuel license tax and use fuel license tax including ORS Chapter 319.

3. By the authority granted in ORS 802.110, the monies received under this Agreement shall be deposited in the Department of Transportation Driver and Motor Vehicle Suspense Account with the State Treasurer.

4. For purposes of this Agreement, duties of the tax administrator shall be defined as administration, including licensing of dealers, collection and enforcement of motor vehicle fuel tax.

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

TERMS OF AGREEMENT

1. The City of Troutdale, Ordinance No. 834 (attached as Exhibit A), and by this reference made a part hereof, (hereinafter referred to as "Ordinance 834"), authorizes the collection and use of a $.0.01-0.03 per gallon motor vehicle fuel license tax (hereinafter referred to as "tax") on motor vehicle fuel dealers that sell, use or distribute fuel in the City. City desires that ODOT act as the tax administrator for the tax.

2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on December 31, 2035, unless extended by an amendment to this Agreement.

CITY OBLIGATIONS

1. The costs incurred by ODOT as tax administrator, plus any refunds authorized by this Agreement shall be paid from the Department of Transportation Driver and Motor Vehicle Suspense Account with the State Treasurer.

2. City's Project Manager responsible for coordinating the administrative requirements of this Agreement is the Finance Director or designee.

ODOT OBLIGATIONS

1. Upon the effective date of Ordinance 834, the ongoing fee charged to the City for activities performed by ODOT required or necessary for the implementation of City Ordinance 834 shall be at a rate of $55.00 per hour not to exceed fifty (50) hours (hereinafter referred to as "start up costs"). The $55.00 per hour, fifty (50) hour cap applies only to start up costs incurred by ODOT staff. Start up costs include but are not limited to programming charges, service and supplies, travel, Attorney General costs, and ODOT staff time and are in addition to the ongoing fee for administering the Ordinance. In no event will total start up costs be less than $2,200 nor shall they exceed $7,500. Additionally, the City will be fully responsible for all costs associated with the required upgrade to ODOT's computer system resulting from this Agreement. The cost to upgrade ODOT's computer system is estimated to be $31,830.

2. Costs incurred by ODOT for administration of this Agreement shall be paid from the motor fuels license tax revenue derived from the City of Troutdale Ordinance 834 and deposited into the Department of Transportation Driver and Motor Vehicle Suspense Account with the State Treasurer. Administration includes, but is not limited to, processing reports and payments; entering data into system; resolving errors and discrepancies; managing records; responding to licensee inquiries, and auditing.

3. ODOT will deduct refunds, costs of administration and collection for the month, and the balance will be transferred to the City's Local Government Investment Pool Account with the state treasurer no later than the 15th day of the month following the month of collection.

4. ODOT shall be responsible for all aspects of tax administration as it pertains to Ordinance 834 and as further defined in this Agreement. ODOT **will not** act as tax administrator for purposes of declaring the effective date of the tax, or commencing and prosecuting lawsuits to final determination in any court. ODOT will provide administrative support in the event of a lawsuit.

5. ODOT may, at its sole discretion, determine what action shall be taken to enforce Ordinance 834 for purposes of tax administration. In exercising its discretion, ODOT shall provide a level of service comparable to the level of service it provides in the

administration of the Oregon motor vehicle fuel tax statutes. Audits will be limited to motor vehicle fuel dealers that are also licensed under ORS Chapter 319.

6. If the City requests and ODOT agrees, or if ODOT deems it necessary to vary substantially from the standard level of service, a supplemental Agreement shall be entered into between the Parties before services are performed.

7. ODOT's Project Manager responsible for this Agreement is ODOT Fuel Tax Operations Manager or designee, Transportation Building – Mail Stop 21, 355 Capitol St NE, Salem, OR 97301-2530.

8. Beginning in January 2017 and no later than March 15 each year thereafter, ODOT shall provide a written report for the preceding calendar year to City showing the total revenue collected, refunds paid, the expenses incurred for administration and collection of the tax, and any other information ODOT deems pertinent to this Agreement. In the annual report, ODOT may also make recommendations concerning amendments to the code, ordinance, procedures, and policies in administration of the tax, or other related matters.

9. ODOT and the City shall coordinate all necessary announcements to the public so as to facilitate effective administration of the tax and maintain consistency in public announcements and information.

10. ODOT will maintain all databases and records created or received by ODOT under this Contract for not less than the period of time which ODOT maintains records for its administration of ORS Chapter 319. ODOT will make all such information available to City in the same format as the format used by ODOT. Such information shall include, but not be limited to, information concerning the identity, business operations and tax payment history of all fuel dealers who are subject to Ordinance 834. Upon termination of this Agreement for any reason, ODOT will provide City with copies of all of the data described above, in electronic format, if possible, or in the form otherwise existing within ODOT's databases.

GENERAL PROVISIONS

1. In order to ensure consistency in the administration of the tax, each Party shall notify the other in writing of any change in Ordinance 834, and in state or local regulations or rulings related to the tax at least thirty (30) days prior to the effective date of such change.

2. This Agreement may be terminated by either Party upon ninety (90) days' notice, in writing and delivered by certified mail or in person.

3. ODOT may terminate this Agreement on thirty (30) days notice to the extent permitted by law, effective upon delivery of written notice to City or at such later date as may be established by ODOT, under any of the following conditions:

a. If Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.

b. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

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

5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

6. With respect to a Third Party Claim for which State is jointly liable with City (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by City in such proportion as is appropriate to reflect the relative fault of State on the one hand and of City on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of City on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

7. With respect to a Third Party Claim for which City is jointly liable with State (or would be if joined in the Third Party Claim), City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of City on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of City on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

9. The Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

10. All employers, including the Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than $500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.

11. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the specific agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

13. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or

representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

City of Troutdale, by and through its City Manager

By _____
Craig Ward, City Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Counsel

Date _____

City Contact:
Erich Mueller Finance Director
219 E Historic Columbia River Hwy
Troutdale, OR 97060
503-665-5175
Erich.Mueller@troutdaleoregon.gov

ODOT Contact:
Douglas Kleeb
ODOT Financial Services
Fuels Tax Group
503.378.5773

STATE OF OREGON, by and through its Department of Transportation

By _____
Deputy Director for Central Services

Date _____

APPROVAL RECOMMENDED

By _____
Fuels Tax Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By_____
Assistant Attorney General

Date_____

ORDINANCE NO. 834

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

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Oregon law provides that cities such as Troutdale may impose a tax on sales of motor vehicle fuels to raise revenue to construct, repair, and maintain roadways which, over time, degrade and fall into disrepair through use for travel by the motoring public.

2. On July 14, 2015, The City Council for the City of Troutdale found that revenues from existing sources are inadequate to maintain the City's street system.

3. At its July 14, 2015, public meeting, the City Council devised, and afterwards ratified, a ballot measure putting the question of a motor vehicle tax to the voters at the November 3, 2015 general election (the "Election").

4. The Council wishes to prepare an administrative program for a motor vehicle fuel tax before the Election, to further inform interested parties.

5. This Ordinance only takes effect if the voters approve the motor vehicle fuel tax measure at the November 3, 2015 special election. If the voters reject the measure, this Ordinance will be automatically repealed.

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

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

3.07.010 Short Title

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

3.07.020 Definitions

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

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

"Dealer" means any person who:

A. Supplies or imports motor vehicle fuel for sale, use, or distribution in, and after the same reaches the City, but "dealer" does not include any person who imports into the City motor vehicle fuel in quantities of five hundred (500) gallons or less purchased from a supplier who is permitted as a dealer hereunder and who assumes liability for the payment of the applicable motor vehicle fuel tax to the City;

B. Produces, refines, manufactures, or compounds motor vehicle fuels in the City for use, distribution, or sale in the City; or

C. Acquires in the City for sale, use, or distribution in the City motor vehicle fuels with respect to which there has been no motor vehicle fuel tax previously incurred.

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

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

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

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

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

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

3.07.030 Tax imposed

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

A. A person who is not a permitted dealer or permitted motor vehicle fuelhandler shal not accept or receive motor vehicle fuel in this City from a person who supplies o imports motor vehicle fuel who does not hold a valid motor vehicle fuel dealers permit in this City. If a person is not a permitted dealer or permitted motor vehicle fuelhandler in this City and accepts or receives motor vehicle fuel, the purchase or receiver shall be responsible for all taxes, interests and penalties prescribec herein.

B. A permitted dealer or fuelhandler who accepts or receives motor vehicle fuel from a person who does not hold a valid dealer or fuelhandler permit in this City, shal pay the tax imposed by this chapter to the City, upon the sale, use, or distribution of the motor vehicle fuel.

3.07.040 Amount and payment

A. Subject to subsections B through D of this section, by law, every dealer engaging in his or her own name, or in the name of others, or in the name of his or her representatives or agents in the City, in the sale, use, or distribution of motor vehicle fuel, shall:

1 Not later than the 25th day of each calendar month, render a statement to the City, of all motor vehicle fuel sold, used, or distributed by him or her in the City as well as all such fuel sold, used, or distributed in the City by a purchaser thereof upon which sale, use, or distribution the dealer has assumed liability for the applicable motor vehicle fuel tax during the preceding calendar month; and

2. Pay a motor vehicle fuel tax, computed on the basis specified in subsection C of this section, of such motor vehicle fuel so sold, used, or distributed as shown by such statement in the manner and within the time provided in this chapter.

B. In lieu of claiming refund of the tax as provided in Section 3.07.200, or of any prior erroneous payment of motor vehicle fuel tax made to the City by the dealer, the dealer may show such motor vehicle fuel as a credit or deduction on the monthly statement and payment of tax.

C. The amount of tax under subsection A(2) of this section is determined by the date such motor vehicle fuel is sold, used, or distributed by the person responsible for paying the tax. The date of such sale, use, or distribution shall be recorded in the statements that persons must file under this chapter, and the amount of tax will be calculated and owed as follows:

1. The tax on motor vehicle fuel sold, used, or distributed from January 1, 2016, to December 31, 2016 is $0.01 cents per gallon of fuel;

2. The tax on motor vehicle fuel sold, used, or distributed from January 1, 2017, to December 31, 2017 is $0.02 cents per gallon of fuel; and

3. The tax on motor vehicle fuel sold, used, or distributed on or after January 1, 2018 is $0.03 cents per gallon of fuel.

D. The motor vehicle fuel tax shall not be imposed wherever it is prohibited by the Constitution or laws of the United States or of the State of Oregon.

3.07.050 Permit required

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

3.07.060 Permit application and issuance

A. Every person, before becoming a dealer or fuel handler in motor vehicle fuel in this City, shall make an application to the City or its duly authorized agent, for a permit authorizing such person to engage in business as a dealer or fuelhandler.

B. Applications for the permit must be made on forms prescribed, prepared, and furnished by the City.

C. Each application must include a certificate, signed by the applicant, that contains the following information:

1. The business name under which the dealer or fuelhandler is transacting business;

2. The place of business and location of distributing stations in the City and in areas adjacent to the City limits in the State of Oregon;

3. The name and address of the managing agent, the names and addresses of the several persons constituting the firm or partnership, and, if a corporation, the corporate name under which it is authorized to transact business and the names and addresses of its principal officers and registered agent, as well as primary transport carrier.

D. An application for a motor vehicle fuel dealer or fuelhandler permit having been accepted for filing, the City shall issue to the dealer or fuelhandler a permit in such form as the City may prescribe to transact business in the City. The permit so issued is not assignable, and is valid only for the dealer or fuel handler in whose name issued.

E. The City Recorder's office shall keep on file a copy of all applications and/or permits.

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

3.07.070 Failure to secure permit

A. After January 30, 2016, if any dealer sells, distributes, or uses any motor vehicle fuel without first filing the certificate and securing the permit required by Section 3.07.060, the motor vehicle fuel tax shall immediately be due and payable on account of all motor vehicle fuel sold, distributed, or used on or after January 1, 2016.

B. The City shall proceed forthwith to determine, from the best available sources, the amount of such tax, and it shall assess the tax in the amount found due, together with a penalty of two hundred percent (200%) of the tax, and shall make its certificate of such assessment and penalty, determined by City Manager or designee. In any suit or proceeding to collect such tax or penalty or both, the certificate is prima facie evidence that the dealer therein named is indebted to the City in the amount of the tax and penalty therein stated.

C. Any fuelhandler who sells, handles, stores, distributes, or uses any motor vehicle fuel without first filing the certificate and securing the permit required by Section 3.07.060, shall be assessed a penalty of two hundred fifty dollars ($250.00) unless modified by Subsection 3.07.270.A in the City Manager's determination. In any suit or proceeding to collect such penalty, the certificate is prima facie evidence that the fuelhandler therein named is indebted to the City in the amount of the penalty therein stated.

D. Any tax or penalty so assessed may be collected in the manner prescribed in section 3.07.110 with reference to delinquency in payment of the tax, or by court action.

3.07.080 Revocation of permit

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

3.07.090 Cancellation of permit

A. The City may, upon written request of a dealer or fuelhandler, cancel any permit issued to such dealer or fuelhandler, the cancellation to become effective thirty (30) days from the date of receipt of the written request.

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

3.07.100 Remedies cumulative

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

3.07.110 Payment of tax and delinquency

A. The motor vehicle fuel tax imposed by Sections 3.07.030 and 3.07.040 shall be paid on or before the 25th day of each month to the City which, upon request, shall receipt the dealer, or fuelhandler therefor.

B. Except as provided in subsection D of this section, to any motor vehicle fuel tax not paid as required by subsection A of this section, there shall be added a penalty of one percent (1%) of such motor vehicle fuel tax.

C. Except as provided in subsection D of this section, if the tax and penalty required by subsection B of this section are not received on, or before the close of business on the last day of the month in which the payment is due, a further penalty of ten percent (10%) shall be paid in addition to the penalty provided for in subsection B of this section.

D. If the City determines that the delinquency was due to reasonable cause and without any intent to avoid payment, the penalties provided by subsections B and C of this section may be waived. Penalties imposed by this section shall not apply when the penalty provided in Section 3.07.070 has been assessed and paid.

E. If any person fails to pay the motor vehicle fuel tax, or any penalty provided for by this chapter, the amount thereof shall be collected from such person for the use of the City. The City shall commence and prosecute to final determination in any court of competent jurisdiction an action to collect the same.

F. If the City institutes any suit or action to collect the motor vehicle fuel tax, or any penalty provided for by this chapter, the City may recover from the person sued reasonable attorney's fees at trial, or upon appeal of such suit, or action, in addition to all other sums provided by law.

G. The city has a cause of action to collect any tax or penalty unpaid pursuant this chapter. The city may collect any tax or penalty in one or more demands, actions, or suits. The City may collect any such sum in any procedure or form of action available to it, including but not limited to the action embodied in this paragraph, actions for collecting amounts due, including due under agreements, or as a penalty in an ordinance violation proceeding.

H. No dealer who collects from any person the tax provided for herein, shall knowingly or intentionally fail to report and pay the same to the City, as required herein.

3.07.120 Monthly statement of dealer and fuelhandler

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

3.07.130 Failure to file monthly statement

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

3.07.140 Billing purchasers

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

3.07.150 Failure to provide invoice or delivery tag

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

3.07.160 Transportation motor vehicle fuel in bulk

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

3.07.170 Exemption of export fuel

A. The license tax imposed by Sections 3.07.030 and 3.07.040 shall not be imposed on motor vehicle fuel that is:

1. Exported from the City by a dealer; or

2. Sold by a dealer in individual quantities of five hundred (500) gallons, or less for export by the purchaser to an area, or areas outside the City in containers other than the fuel tank of a motor vehicle, but every dealer shall be required to report such exports and sales to the City in such detail as may be required.

B. In support of any exemption from motor vehicle fuel taxes claimed under this section other than in the case of stock transfers, or deliveries in a person's own equipment, every dealer must execute and file with the City an export certificate in such form as shall be prescribed, prepared, and furnished by the City, containing a statement, made by some person having actual knowledge of the fact of such exportation, that the motor vehicle fuel has been exported from the City, and giving such details with reference to such shipment as may be required. The City may demand of any dealer such additional data as is deemed necessary in support of any such certificate, and failure to supply such data will constitute a waiver of all right to exemption claimed by virtue of such certificate. The City may, in a case where it believes no useful purpose would be served by filing of an export certificate, waive the certificate.

C. Any motor vehicle fuel carried from the City in the fuel tank of a motor vehicle shall not be considered as exported from the City.

D. No person shall, through false statement, trick, or device, or otherwise, obtain motor vehicle fuel for export as to which the City motor vehicle fuel tax has not been paid and fail to export the same, or any portion thereof, or cause the motor vehicle fuel or any portion thereof not to be exported, or divert, or cause to be diverted the motor vehicle fuel or any portion thereof to be used, distributed, or sold in the City, and fail to notify the City and the dealer from whom the motor vehicle fuel was originally purchased of his or her act.

E. No dealer or other person shall conspire with any person to withhold from export, or divert from export, or to return motor vehicle fuel to the City for sale or use, so as to avoid any of the fees imposed herein.

F. In support of any exemption from taxes on account of sales of motor vehicle fuel in individual quantities of five hundred (500) gallons or less for export by the purchaser, the dealer shall retain in his or her files for at least three (3) years an export certificate executed by the purchaser in such form and containing such information as is prescribed by the City. This certificate shall be prima facie evidence of the exportation of the motor vehicle fuel to which it applies only if accepted by the dealer in good faith.

3.07.180 Sales to armed forces exempted

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

3.07.190 Fuel in vehicles coming into city not taxed

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

3.07.200 Refunds

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

3.07.210 Examination and investigations

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

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

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

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

3.07.230 Examining books and accounts of carrier of motor vehicle fuel

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

3.07.240 Records to be kept by dealers and fuel handlers

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

3.07.250 Records to be kept three (3) years

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

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

3.07.260 Use of tax revenues

A. The City Manager shall be responsible for the disposition of the revenue from the tax imposed by this chapter in the manner provided by this section.

B. For the purposes of this section, "net revenue" means the revenue from the tax imposed by this chapter remaining after providing for the cost of administrating the motor vehicle fuel tax to motor vehicle fuel dealers and any refunds and credits authorized herein. The program administration costs of revenue collection and accounting activities shall not exceed ten and one-half percent (10.5%) for the first year, and ten percent (10%) thereafter, of annual tax revenues.

C. The net revenue shall be used only for maintenance activities standing alone or embodied within projects to construct, reconstruct, improve, repair, and maintain public highways, roads, and streets within the City, with a focus on pavement preservation projects.

D. Any use of net revenue must be documented in a writing that shows the following information:

1. The amount of net revenue estimated or actually used;
2. The goods or services acquired with the net revenue; and
3. If goods or services are acquired with both net revenue and other money, a statement identifying the proportion of net revenue relative to the other money used to achieve the purpose.

E. The City Council will, by resolution, adopt a public reporting system to track revenues and program expenditures which are documented in subsection D of this section and to make such information available to the public.

F. The city shall account for program costs, revenues, and expenditures, within the street fund established under chapter 12.05.

3.07.270 Administration

A. The City Manager or designee is responsible for administering this chapter.

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

EXHIBIT A

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

2. The fuelhandler's monthly reporting requirements of Section 3.07.120 and 3.07.130 shall be waived.

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

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

YEAS: 7
NAYS: 0
ABSTAINED: 0

Doug Daoust, Mayor

Date 10/15/15

Sarah Skroch, Acting City Recorder
Adopted: October 13, 2015

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: Adoption of Findings of Fact and Final Order for the Sheldon Development Map Amendments Application.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** February 9, 2016 **STAFF MEMBER:** Ed Trompke **DEPARTMENT:** Legal
ACTION REQUIRED Motion **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:**

STAFF RECOMMENDATION: Review and approval of Findings as presented.

EXHIBITS:

A. Findings of Fact & Final Order (Sheldon Development) – six (6) pages

Subject / Issue Relates To:

☐ Council Goals ☐ Legislative ☒ Other (describe)

Issue / Council Decision & Discussion Points:

- For Type IV Quasi-Judicial land use applications, Council must adopt a Findings of Fact for the application, thus formalizing the vote taken at the prior meeting.
- Of the 11 decision criteria points listed, Council specifically referenced four criteria that it found the map amendments application did not meet the criteria.
- An aggrieved party has the right to appeal Council's decision within 21 days of the adoption of the Findings.

Reviewed and Approved by City Manager:

BACKGROUND:
At the January 26, 2016 regular City Council meeting, Council voted 6-1 to deny the map amendments application for Sheldon Development, which would have reclassified and rezoned a 6.88 parcel at the corner of 242nd Ave and Cherry Park Rd.

The Troutdale Development Code (TDC) requires the hearing body to prepare and adopt a Findings of Fact which demonstrates how the application meets or does not meet the decision criteria for each map type. This must be accomplished within the 120 period for review as required in the TDC. For Comprehensive Land Use Plan ("Comp Plan") Map amendments, there are six (6) decision criteria; for Zoning District Map amendments, there are five (5).

At the conclusion of the Public Hearing and during Council statements, four (4) of the 11 decision criteria points were specifically stated as having not been met based on a review of the application and testimony provided:

- Comp Plan: decision criteria point 5 and 6
- Zoning: decision criteria points 4 and 5

In Exhibit A, the text of the decision criteria can be found in bold under the specific amendment section. Proposed language for Findings are in italics and may be edited accordingly.

Staff prepared draft Findings for City Council consideration prior to the initial public hearing at Planning Commission on December 16th. Since the January 26th meeting, Staff has revised the findings for the three criteria listed above. Staff is asking for Council to make any final edits or revisions to the revised proposed findings.

PROS & CONS:

Pros:

- Consistency with State law and Troutdale Development Code standards
- Provides a legally defensible document in the event of an appeal

Cons

- An aggrieved party may appeal the decision and counter the Findings within 21 days of the adoption of the Findings.

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

Future Fiscal Impacts: ☒ Yes *(describe)* ☐ N/A
If the Council's decision is appealed by an aggrieved party to LUBA, there could be potential legal costs associated in defending the decision.

City Attorney Approved N/A ☐ Yes

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

CITY OF TROUTDALE

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Findings of Fact and Final Order

File Number & Name	**15-057 Sheldon Development**		
Location	Southeast corner of NE 242nd Drive and SW Cherry Park Road		
Application Type(s)	Comprehensive Land Use Plan Map Amendment ***-and-*** Zoning District Map Amendment		
Project Applicant	Sheldon Development, Inc.	**Property Owner**	Frank Amato Trust
Property Size	6.88 acres (corner lot)	**Current Plan Designation**	Medium Density Residential
Tax Map / Tax Lot #	1N3E35BC 700 / R-943350520	**Current Zoning District**	R-5 Single Family Residential

REQUEST

The applicant has proposed two amendments to official maps adopted by the City of Troutdale:

- A ***Comprehensive Land Use Plan Map Amendment***, which would change the current designation of the subject property from *Medium Density Residential* to *High Density Residential*
- ***A Zoning District Map Amendment***, which would change the zoning district of the subject property from *R-5 Single Family Residential* to *A-2 Apartment Residential*

APPLICABLE CRITERIA

Listed below are governing standards that were applied:

- *City of Troutdale Comprehensive Land Use Plan ("Comp Plan")*
- *Troutdale Development Code ("TDC")*: Ch. 1 (Introductory Provisions); Ch. 2 (Procedures for Decision Making); Sec. 3.060 (A-2 Apartment Residential); Ch. 15 (Amendments); Ch. 16 (Public Deliberations & Hearings)
- *City of Troutdale Construction Standards for Public Works Facilities*
- *City of Troutdale Transportation System Plan ("TSP")*
- Multnomah County Transportation Road Rules

FINDINGS OF FACT

A. The City Council received public testimony from Staff, review entities, and residents regarding this application and has thoroughly weighed the issues brought forth in compliance with the appropriate decision criteria.

B. The ***Findings of Fact for the Comprehensive Land Use Plan Map Amendment*** (Pages 2 & 3) are derived from specific decision criteria as stated in the Troutdale Development Code and are hereby ***adopted*** as the Findings of Fact in this matter.

C. The ***Findings of Fact for the Zoning District Map Amendment*** (Page 4) are derived from specific decision criteria as stated in the Troutdale Development Code and are hereby ***adopted*** as Findings of Fact in this matter.

D. The ***Final Order*** has been reached and a ***denial*** of the application has been issued. (Page 5)

E. Appeal process and rights are stated. (Page 6)

DECISION CRITERIA AND FINDINGS OF FACT – COMPREHENSIVE LAND USE PLAN MAP *[TDC 15.050.B]*

1. Compliance with applicable Statewide Land Use Planning Goals and related Oregon Administrative Rules.

FINDING: The Department of Land Conservation and Development informed the City that it will not have any comments for this application, indicating no conflicts with Planning or Administrative Rules. Metro informed the City that they do not have any comments, as this amendment does not conflict with their Urban Growth Management Functional Plan. ***The criterion is met.***

2. Consistency with the applicable goals and policies of the Comprehensive Land Use Plan.

FINDING: The applicant has gone to great lengths to address how the proposed amendments and future development of the property would be consistent with the City's Comprehensive Land Use Plan. Goal 10 (Housing) states that the City "recognize multiple-family dwellings as a legitimate and needed housing type in Troutdale and allow [them] in areas designated for such in the Comprehensive Plan."

In the City's Transportation System Plan (which stands in for Goal 12 of the Comp Plan (Transportation)), TSP Goal 3 calls for a "balanced, multi-modal transportation system and reduce the number of trips by single occupant vehicles." Because the Property is located near existing services, it may be argued that vehicular trips can be reduced by future residents walking to work, school, or commercial/community services. ***The criterion is met.***

3. The Plan does not provide adequate areas in appropriate locations for uses allowed in the proposed land use designation, and the addition of this property to the inventory of lands so designated is consistent with projected needs for such lands.

FINDING: Much of the land that is currently designated for High-Density Residential (HDR) is already developed. Of the available lands that are designated high-density residential, the plurality have zoning district designations which do not presently match this Map. Of the remaining HDR lands available at this scale, none are as well-positioned from a proximity-based or infrastructure-based standpoint.

Given the increase in development to the west of this site, it would make sense to accommodate high density residential land uses where appropriate, thus reducing trip lengths and burdens across the entire transportation network of the City. These assumptions however shall not eliminate the expectation that future development help pay for improvements to transportation or infrastructure systems to accommodate this growth. With that expectation, ***the criterion is met.***

4. The Plan provides more than the projected need for lands in the existing land use designation.

FINDING: The existing land use designation (medium-density residential or MDR) is defined as areas "intended primarily for medium-density, single-family, detached and attached residential dwellings, including existing developed areas and vacant land suitable for development at this density." MDR presently encompasses a fair amount of developed and undeveloped areas. There remains several areas of undeveloped MDR-designated properties throughout the city that are similar or larger in size to the Property in Question. These areas are primarily near the intersection of S Troutdale Road and SE Stark Street. ***The criterion is met.***

5. **Uses allowed in the proposed designation will not significantly adversely affect existing or planned uses on adjacent lands.**

FINDING: The uses allowed in HDR are "intended primarily for high-density, multiple-family residential dwellings" [Comp Plan P. 11]. The Comp Plan gives further guidance as to types of areas that may be designated HDR, which includes "areas adjacent, or in close proximity, to existing or planned shopping centers, employment centers, transit routes, or minor arterials." The Property in Question currently fits several of those criteria for location; and for those that it lacks, it may spur positive change.

Despite the potential fit, there are legitimate concerns from adjacent residents that the cumulative impact of higher density development on school capacity, overflow parking, and both pedestrian and vehicular traffic will adversely affect existing uses on adjacent lands. Therefore, the City Council finds that the criterion is not met.

6. **Public facilities and services necessary to support uses allowed in the proposed designation are available, or are likely to be available in the near future. The applicant shall demonstrate compliance with the Transportation Planning Rule, specifically by addressing whether the proposed amendment creates a significant effect on the transportation system pursuant to OAR 660-012-0060. If required, a traffic impact analysis shall be prepared pursuant to the requirements in TDC Section 2.150.**

FINDING: The applicant provided a TIA as part of the submittal. City Staff and Multnomah County expressed their ability to evaluate traffic concerns during a site & design review. However, the City Council finds that there are insufficient solutions that would be considered in a site & design review pertaining to traffic, and that no action would solve existing or future traffic issues in the proximity of the Property in Question. The criterion is not met.

DECISION CRITERIA AND FINDINGS OF FACT – ZONING DISTRICT MAP *[TDC 15.050.C]*

1. **The proposed zone is appropriate for the Comprehensive Land Use Plan land use designation on the property, and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.**

   FINDING: The proposed zoning district would be considered consistent with the proposed land use classification associated with this application (High-Density Residential). ***The criterion is met.***

2. **The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.**

   FINDING: The property is 6.88 acres in size, which is an appropriately scaled parcel for high-density residential development. Among A-2 parcels throughout the City, the property would be appropriately scaled. A site & design review application will ultimately determine the capacity for the number of residential units. ***The criterion is met.***

3. **Adequate public facilities, services, and transportation networks are in place, or are planned to be provided concurrently with the development of the property. The applicant shall demonstrate compliance with the Transportation Planning Rule, specifically by addressing whether the proposed amendment has a significant effect on the transportation system pursuant to OAR 660-012-0060. If required, a traffic impact analysis shall be prepared pursuant to the requirements in TDC Section 2.150.**

   FINDING: Both Multnomah County and City of Troutdale Public Works have reviewed the submittal and have no objections to the map amendments. Both entities and other review entities have expressed concerns on the impact of future development on the Property, but those concerns shall be addressed during site & design review. The Applicant did provide a traffic impact analysis as part of the submittal. ***The criterion is met.***

4. **The amendment will not interfere with the livability, development, or value of other land in the vicinity of site-specific proposals when weighed against the public interest in granting the proposed amendment.**

   FINDING: Although Staff indicated that the site & design review process could address these issues, the City Council finds that the potential impact of high density development on the Property in Question cannot be fully or effectively mitigated. Considering the expressed concerns of nearby residents, the City Council finds that this amendment when weighed against the public interest falls short and would likely interfere with the livability of the surrounding area. ***The criterion is not met.***

5. **The amendment will not be detrimental to the general interest of the community.**

   FINDING: While the general interest may be met for Troutdale proper, the Property in Question is also adjacent to the cities of Gresham and Wood Village. Future development that results from changing the zoning district could create service strains on existing community facilities and infrastructure; a view that was repeatedly brought forth by citizens in written and oral testimony. The City Council finds that this amendment proposal has been unable to prove that it would not be detrimental to the general interest of the community. ***The criterion is not met.***

FINAL ORDER & DECISION

FINAL ORDER
Based upon the foregoing Findings of Fact, the Troutdale City Council ***denies*** the Comprehensive Land Use Map amendment request on the count of Decision Criteria number five (5) and number six (6) not being met.

Based upon the foregoing Findings of Fact, the Troutdale City Council ***denies*** the Zoning District Map amendment request on the count of Decision Criteria number four (4) and number five (5) not being met.

DECISION
The City Council hereby adopts these Findings of Fact as stated and has voted to deny the Application as described in the Final Order above.

_____

Doug Daoust
Mayor

Adopted:

APPEAL PROCESS AND RIGHTS

TYPE IV PROCEDURE *[TDC 16.280.C]*
A decision of the City Council may be appealed to the Land Use Board of Appeals (LUBA) by an affected party by filing an appeal within 21 days of notice of the decision.

RAISING ISSUES FOR APPEAL *[TDC 16.285]*
An issue which may be the basis for an appeal to LUBA shall be raised before the close of the record at the final evidentiary hearing on the proposal. Such issues shall be raised with sufficient specificity to afford the final reviewing body and the parties an adequate opportunity to respond to each issue.

APPEAL REQUIREMENTS *[TDC 16.295]*
A notice of appeal shall contain: (1) An identification of the decision sought to be reviewed, including the date of the decision; (2) A statement of the interest of the person seeking review and that the person was a party to the initial proceedings; and (3) The specific grounds relied upon for review, including an explanation of the errors the person seeking review believes exist in the decision that is being appealed.

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Public Hearing on three Resolutions approving the recommendations of the City Organization Review Subcommittee, each referring a Measure Election to amend the 1994 Troutdale Charter.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** February 9, 2016 **STAFF MEMBER:** Ed Trompke **DEPARTMENT:** Legal
ACTION REQUIRED Resolution **PUBLIC HEARING** Yes	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Not Applicable **Comments:** None.

STAFF RECOMMENDATION: Consider public testimony and vote on resolutions.

EXHIBITS: None

Subject / Issue Relates To:

☐ Council Goals ☒ Legislative ☐ Other:

Issue / Council Decision & Discussion Points:

- Shall Council propose reorganizing the structure of its government by referring one or more Charter amendments to the voters?

BACKGROUND:

In 2015 City Council formed a subcommittee to consider changes to the current city charter. Council asked the committee to consider whether it could identify aspects of the charter to improve, and to seek public input.

The committee met in open, public sessions to undertake its assignment. Members of the public interacted with the committee. As a result, the committee has proposed three changes. Each change proposes an amendment to the 1994 Troutdale Charter (the "Charter").

Reviewed and Approved by City Manager:

Section 37 of the Charter requires the Council to submit all Charter amendments to the electorate for a public vote. Accordingly, staff submits the three resolutions approved by the subcommittee for Council to consider referring to the people. The Council will separately vote on each referral.

SUMMARY:

Councilor discipline

This proposal is directed towards executive sessions of the city council. At present, councilors, media representatives, and necessary city staff may attend executive sessions and assist the council with analyzing or understanding sensitive matters such as real estate negotiations, litigation strategy, and the like, before such matters are publicized. Executive sessions place the city on an equal footing with private parties, albeit with the press corps keeping its critical eye (and ear) on things.

This resolution establishes penalties to discourage elected officials from disclosing confidential material to persons not present at the meeting, who are not authorized to have that information. If meeting information must be shared, the council will, as it has in the past, continue to rely on its staff to discuss confidential matters appropriately with others.

Mayor and Councilor discussions with City Manager

This proposal is directed at clarifying the relationship between the council and its chief appointed officer, the city manager. Troutdale has a council-manager form of government. Under it, the city council establishes the city's public policies, and the City Manager carries out these policies. In this regard the city manager is the city's chief administrative officer. He or she is responsible, as stated in Charter Section 21, "to the mayor and council for the proper administration of all city business."

An important principal that assists this relationship (and which makes the council-manager system popular, especially in smaller cities) is that political forces should not be applied to day-to-day management decisions (if the city council disapproves of the manager's performance, council's recourse is to find a new City Manager). The noninterference principal is embodied in Charter section 21(l), which provides that the council may not "directly or indirectly attempt to coerce the manager or a candidate for the office of manager" in matters of hiring or terminating city employees, or in administrative decisions regarding city contracts or property.

In respecting this section council members have erred on the side of caution: they have hesitated to discuss such matters with the city manager, and have hesitated to share personal views about such matters. But, the downside of the cautionary approach is that it discourages conversation, and may silence otherwise useful dialogue.

The Council has observed that it should be possible to discuss such employment, contract, or property issues with the council's chief administrator in ways that do not coerce or interfere with the City Manager's discretion or responsibilities.

"Resign to Run" amendment

The existing charter creates two classes of councilors – those whose terms end at the same time as the mayor's terms, and those whose terms overlap by two years. Thus, three councilors must risk losing their positions if they run for mayor, while three are assured of retaining their council seats if they lose. This amendment declares that the position of any councilor who runs for mayor is immediately deemed to be vacant, putting all councilors on an equal basis.

RECOMMENDATION:

Council should consider and vote on each resolution submitted within this staff report.

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

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

Community Involvement Process: ☒ Yes *(describe)* The city organizational subcommittee conducted its work in public sessions and received public input. Moreover, amendments to the Charter require voter approval. ☐ N/A

RESOLUTION NO.

A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF AMENDING SECTION 14 OF THE 1994 TROUTDALE CHARTER TO ALLOW DISCIPLINE OF ELECTED OFFICIAL FOR DISCLOSING CONFIDENTIAL INFORMATION

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City Council of the City of Troutdale, Multnomah County, Oregon (The "City"), has determined that a need exists for the 1994 Troutdale Charter (the "Charter") to be amended to allow the City Council to hold its members accountable for releasing confidential information.

2. This need may be accomplished by amending Section 14 of the Charter to read as shown below with new language underlined:

   COUNCIL RULES AND MEETINGS; DISCIPLINE.

   A. The council shall, by ordinance, prescribe rules to govern its meetings and proceedings and meet in the city regularly at least once a month at a time and place designated by council's rules, and may meet at other times in accordance with the rules.

   B. If a councilor or the mayor discloses confidential information from an executive session discussion to any person who was not present at the executive session, the councilor or mayor is subject to discipline by a majority vote of the remaining members of the council. Discipline may include, without limiting any other discipline by the council or city electors, a fine in an amount of not more than $500 payable to the general fund of the City, exclusion from all executive sessions at which the same or a similar subject will be discussed, and public reprimand or censure in open session or by publication. Council need not follow any particular procedure in determining the fact of disclosure or imposing any discipline, but shall allow an accused a reasonable time to present facts to the council in open session. In the event a Council member violates the confidentiality of executive session information in a repeated manner (whether or not previously subjected to discipline), the remaining council members may by resolution place a recall election of the offender to a vote of the people.

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

Section 1. A measure election is hereby called in and for the City of Troutdale, Multnomah County, Oregon, for the purpose of submitting to the legal voters the following question:

> Shall council members be disciplined for violating executive session confidences?

Section 2. Tuesday, May 17, 2016 is hereby designated the date for holding the election for the purpose of voting on the measure. As authorized by the County Clerk of Multnomah County, Oregon and the Oregon Secretary of State, the election shall be conducted by mail pursuant to ORS 254.465 and 254.470.

Section 3. The precincts for said election shall be and constitute all of the territory included within the corporate limits of the City of Troutdale.

Section 4. The City authorizes the City Manager (an "Authorized Representative") or a designee of the Authorized Representative to act on behalf of the City and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provision of law.

Section 5. Pursuant to ORS 250.275(5) the City Recorder (the "City Elections Officer") shall publish a notice of receipt of ballot title in the Gresham Outlook or Oregonian, including notice that an elector may file a petition for review of the ballot title not later than the seventh business day after the title is filed with the City Elections Officer (the "Notice").

Section 6. Pursuant to ORS 254.095(2) and no later than 61 days prior to the election date, the City Elections Officer will file the ballot title with the county clerk and include the proposed measure in the statement of city measures to be voted on.

Section 7. The City Manager or designee is authorized to prepare and sign, and the City Recorder is authorized to submit, an impartial explanatory statement for the measure and submit it to the county clerk for inclusion in the Multnomah County voters' pamphlet on behalf of the City, as provided in ORS 251.345.

Section 8. The ballot title to appear on the ballots shall be:

CAPTION

Authorizes council to sanction members who reveal confidential information.

QUESTION

Shall council members be disciplined for violating executive session confidences?

SUMMARY

Under the existing charter, the city council has inherent authority to discipline its members, but no guidelines are stated to help the public and council determine how to enforce breaches of confidentiality that may harm the interests of the city and the public. For example, a councilor might disclose contract negotiation strategy on acceptable price terms, and nothing guides council in how to respond. This section specifically allows responses such as exclusion from subsequent confidential discussions, or fines up to $500 as guidelines.

Section 9. This resolution takes effect immediately upon its adoption by the City Council.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

_____
Date

_____
Sarah Skroch, City Recorder

Adopted:

RESOLUTION NO.

A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF AMENDING SECTION 21(I) OF THE 1994 TROUTDALE CHARTER TO ALLOW THE MAYOR OR CITY COUNCILORS TO DISCUSS EMPLOYMENT MATTERS, CONTRACTS, OR PROPERTY WITH CITY MANAGER

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City Council of the City of Troutdale, Multnomah County, Oregon (The "City"), has determined that a need exists for the 1994 Troutdale Charter (the "Charter") to be amended to allow the mayor and city councilors to discuss the strengths, weakness, or need for city staff, employees, and matters regarding city contracts or property.

2. This need may be accomplished by amending Section 21(I) of the charter to read as shown below with new language underlined:

   Section 21 (I).

   No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business. <u>Nothing in this Charter restricts the authority of the mayor or any council member to discuss the strengths, weaknesses, or need for city staff, nor to discuss any city contract or property that either exists or is contemplated, with the city manager. Such discussions may be held privately, at the discretion of the participants, but shall conform to the requirements of law.</u>

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

Section 1. A measure election is hereby called in and for the City of Troutdale, Multnomah County, Oregon, for the purpose of submitting to the legal voters the following question:

Shall charter authorize mayor and council discussions with city manager?

Section 2. Tuesday, May 17, 2016 is hereby designated the date for holding the election for the purpose of voting on the measure. As authorized by the County Clerk of Multnomah County, Oregon and the Oregon Secretary of State, the election shall be conducted by mail pursuant to ORS 254.465 and 254.470.

Section 3. The precincts for said election shall be and constitute all of the territory included within the corporate limits of the City of Troutdale.

Section 4. The City authorizes the City Manager (an "Authorized Representative") or a designee of the Authorized Representative to act on behalf of the City and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provision of law.

Section 5. Pursuant to ORS 250.275(5) the City Recorder (the "City Elections Officer") shall publish a notice of receipt of ballot title in the Gresham Outlook or Oregonian, including notice that an elector may file a petition for review of the ballot title not later than the seventh business day after the title is filed with the City Elections Officer (the "Notice").

Section 6. Pursuant to ORS 254.095(2) and no later than 61 days prior to the election date, the City Elections Officer will file the ballot title with the county clerk and include the proposed measure in the statement of city measures to be voted on.

Section 7. The City Manager or designee is authorized to prepare and sign, and the City Recorder is authorized to submit, an impartial explanatory statement for the measure and submit it to the county clerk for inclusion in the Multnomah County voters' pamphlet on behalf of the City, as provided in ORS 251.345.

Section 8. The ballot title to appear on the ballots shall be:

CAPTION

Clarifies mayor, councilors may discuss city business with city manager.

QUESTION

Shall charter authorize mayor and council discussions with city manager?

SUMMARY

Under the existing charter section, it is not clear that councilors may talk to the city manager about concerns they may have concerning staff, city contracts, or city property. This amendment makes clear that councilors may discuss their concerns, so long as their actions do not coerce the city manager into actions the manager might not otherwise take. It requires that such discussions comply with the public meetings laws and other laws.

Section 9. This resolution takes effect immediately upon its adoption by the City Council.

YEAS:
NAYS:

ABSTAINED:

_____

Doug Daoust, Mayor

_____

Date

_____

Sarah Skroch, City Recorder

Adopted:

RESOLUTION NO.

A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF AMENDING SECTION 27(A) OF THE 1994 TROUTDALE CHARTER TO REQUIRE COUNCILOR TO RESIGN FROM COUNCIL TO STAND FOR ELECTION TO ANOTHER OFFICE

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City Council of the City of Troutdale, Multnomah County, Oregon (The "City"), has determined that a need exists for the 1994 Troutdale Charter (the "Charter") to be amended to require a city councilor to vacate the office of councilor in order to become a candidate for any other elected office.

2. This need may be accomplished by amending Section 27(A) of the Charter to read as shown below with new language underlined and deleted language stricken:

   SECTION 27. WHAT CREATES A VACANCY.

   A. The office of the mayor or councilor becomes vacant if the incumbent:

      1. Dies;

      2. Is adjudged to be incompetent;

      3. Is recalled from office; ~~or,~~

      4. Resigns~~.~~; or,

      5. A councilor becomes a candidate for any other elected office.

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

Section 1. A measure election is hereby called in and for the City of Troutdale, Multnomah County, Oregon, for the purpose of submitting to the legal voters the following question:

Shall councilor's position become vacant upon candidacy for another office?

Section 2. Tuesday, May 17, 2016 is hereby designated the date for holding the election for the purpose of voting on the measure. As authorized by the County Clerk of Multnomah County, Oregon and the Oregon Secretary of State, the election shall be conducted by mail pursuant to ORS 254.465 and 254.470.

Section 3. The precincts for said election shall be and constitute all of the territory included within the corporate limits of the City of Troutdale.

Section 4. The City authorizes the City Manager (an "Authorized Representative") or a designee of the Authorized Representative to act on behalf of the City and to take such further action as is necessary to carry out the intent and purposes herein in compliance with the applicable provision of law.

Section 5. Pursuant to ORS 250.275(5) the City Recorder (the "City Elections Officer") shall publish a notice of receipt of ballot title in the Gresham Outlook or Oregonian, including notice that an elector may file a petition for review of the ballot title not later than the seventh business day after the title is filed with the City Elections Officer (the "Notice").

Section 6. Pursuant to ORS 254.095(2) and no later than 61 days prior to the election date, the City Elections Officer will file the ballot title with the county clerk and include the proposed measure in the statement of city measures to be voted on.

Section 7. The City Manager or designee is authorized to prepare and sign, and the City Recorder is authorized to submit, an impartial explanatory statement for the measure and submit it to the county clerk for inclusion in the Multnomah County voters' pamphlet on behalf of the City, as provided in ORS 251.345.

Section 8. The ballot title to appear on the ballots shall be:

CAPTION

Councilor resigns upon candidacy for another elected office.

QUESTION

Shall councilor's position become vacant upon candidacy for another office?

SUMMARY

The existing charter creates two classes of councilors – those whose terms end at the same time as the mayor's terms, and those whose terms overlap by two years. Thus, three councilors must risk losing their positions if they run for mayor, while three are assured of retaining their council seats if they lose. This amendment declares that the position of any councilor who runs for mayor is immediately deemed to be vacant, putting all councilors on an equal basis.

Section 9. This resolution takes effect immediately upon its adoption by the City Council.

YEAS:
NAYS:
ABSTAINED:

Doug Daoust, Mayor

Date

Sarah Skroch, City Recorder

Adopted:

CITY OF TROUTDALE

AGENDA ITEM #6

219 E. Historic Columbia River Hwy.
Troutdale, OR 97060
Phone: 503-665-5175
www.ci.troutdale.or.us

APPLICATION TO FILL CITY COUNCIL VACANCY

Application for appointment to **City Council Position #2**
Term ending December 31, 2016.

Deadline to apply is 4:30 pm, Tuesday, February 23rd, 2016.

Applications must be mailed or hand delivered *(emailed or faxed applications **will not be** considered)* **and received** by the City **no later than 4:30 pm, Tuesday, February 23rd, 2016.** Mail or hand deliver applications to:

City Recorder
219 E. Historic Columbia River Hwy.
Troutdale, OR 97060

Name: _____ Date: _____

Physical Address: _____

Mailing Address: _____ Phone: _____

Email Address: _____

Please provide the following information:

1. Resident of the City of Troutdale since: Month: _____ Year: _____
   (Applicant must be a registered elector of the State of Oregon and a resident of the City of Troutdale for at least 6 months preceding appointment).

2. Please list no less than three references:

	NAME:	ADDRESS:	PHONE:
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

3. Briefly explain why you wish to serve the community in this capacity and what prior experience, community service, or background you have in this area. Attach additional sheets if necessary: _____

_____

_____

_____

_____

_____

_____

_____

_____

4. Tell us about your education, employment, volunteer activities, etc. Attach additional sheets if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

5. What would you do to stay in communication and contact with the electors and community groups in Troutdale?

_____

_____

_____

_____

_____

6. I acknowledge that I will not be under the direct supervision and control of the City of Troutdale (hereinafter "City") in connection with the voluntary services described herein.

7. I acknowledge that no compensation will be paid by the City in connection with the services described herein.

8. I authorize the City to contact the listed references and any contacts that may be developed through those contacts, as well as the Multnomah County Election Office to verify that I meet the residency and voter registration requirements as stated herein and understand that these contacts will be made prior to appointment to the position for which I have applied.

9. I understand that I may be required to verify any information provided in this application and declare that the information provided herein is true and accurate and I have not withheld any information relative to this application.

10. I understand that any misrepresentation or omission, as well as any misleading statements or omissions in this application, and in any related attachments, may result in my being considered ineligible for the position to which I have applied.

11. I hereby release the City from all matters relating to my voluntary service for the City, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reporting governing such matters.

By signing this application voluntarily I, (print name)_____ do hereby acknowledge that I have read, understand and agree to the terms and requirements as listed herein. I also understand that upon signing, this document will become public information to be presented to the City Council and to the general public as part of a City Council Agenda packet and that I will be interviewed by the City Council at a special **City Council meeting to be held on Tuesday, February 23, 2016 at 5:30 pm,** and if appointed, will be sworn in and seated after March 31, 2016.

_____ _____

Applicant Signature Date

RESOLUTION NO.

A RESOLUTION DECLARING A VACANCY ON THE CITY COUNCIL AND DESIGNATING A PROCEDURE TO APPOINT A PERSON TO FILL THE VACANCY

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Whereas, on January 26, 2016 City Councilor Eric Anderson submitted a written resignation from his position, to be effective March 31, 2016; and,

2. Whereas, Section 27 of the City Charter provides that a vacancy on council is created upon the resignation of a councilor; and

3. Whereas, the resignation of Councilor Anderson became irrevocable January 29, 2016, as provided in ORS 236.325(5), creating a vacancy on council after the effective date of Councilor Anderson's resignation; and

4. Whereas, Section 28 of the City Charter states that " A vacancy in the office of councilor shall be filled by appointment by a majority of the council;" and,

5. Whereas, council is permitted to select a person to fill the vacancy before the effective date of the resignation under ORS 236.325(3), which selection will be effective after the effective date of resignation; and

6. Whereas, Section 28 of the City Charter declares that the term of a newly appointed councilor commences when the person is appointed and qualified; and

7. Whereas, the public interest would benefit by prompt replacement of the resigning councilor with no break in service;

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

Section 1. That the irrevocable resignation of Councilor Anderson creates a vacancy on Council effective April 1, 2016, which council is required to fill.

Section 2. Council will accept applications submitted in writing to the office of the City Clerk, on a form provided by the City, commencing at 8:00 am on Wednesday, February 10, 2016, and ending at 4:30 pm on Tuesday, February 23, 2016.

Section 3. Council will conduct interviews of all applicants at a special meeting of the City Council at 5:30 pm on Tuesday February 23, 2016 in the council chambers. Applicants will be asked to step out and not listen to answers of other applicants prior to the interview

of the applicant. Council will then interview each applicant in the following manner: each councilor and the mayor will ask one question of that councilor's choosing, but will ask the same question of each applicant, to insure fairness.

Section 4. Council will then proceed to select one applicant as the successor to Councilor Anderson, to be sworn in as a councilor after the position becomes vacant, and the applicant has qualified. The council may choose any procedure, including proceeding directly to a vote, or narrowing the number of applicants under consideration prior to selecting a successor on February 23, 2016.

Section 5. The person selected as successor councilor shall be sworn and commence serving at the first meeting of council after March 31, 2016.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

_____
Date

_____
Sarah Skroch, City Recorder

Adopted:

AGENDA ITEM #7

Troutdale's Federal Legislative Priorities

2/4/16 Draft

1. Columbia River Levee Recertification

Thank you for your support of the US Army Corps of Engineer's New Starts grant application, and request ongoing advocacy with FEMA and the Corps to provide predictable, equitable and financially feasible solutions to levee recertification.

2. Floodplain Regulation/Insurance

Request delegation engagement with FEMA to ensure that the processes applied to revise and adopt the Sandy River Flood Insurance Rate Map incorporates current floodplain conditions and fairly applies flood projection methodologies.

3. Transportation Funding

Request delegation support of supplemental funding for transportation.

4. Federal Aviation Administration Airport Regulations

Request delegation support to maintain the current dimensions of the runway of the Troutdale Airport. The Port of Portland is updating the Airport Master Plan for the Troutdale Airport, which the FAA supports. The City understands that the FAA's funding criteria may preclude Federal support to maintain the runway's current dimensions, which may reduce the capacity of the airport to serve aircraft that have historically used the airport and could thus decrease the airport's long range financial viability.

5. Criminal Justice Funding for more aggressive Human Trafficking enforcement

Request delegation support of supplemental funding for interstate and international data sharing and enforcement of human trafficking. Human trafficking is an interstate and international practice, but is a particular concern in the Portland metropolitan area that particularly affects all jurisdictions served by interstate roadways including Troutdale. The practice takes many forms but frequently victimizes of young women and men in activities ranging from child labor to child sex trafficking, child soldiers, debt bondage, forced labor, involuntary domestic servitude, and sex trafficking.