



## Agenda December 12, 2023

Regular Meeting | 7:00 p.m. and

***Special Urban Renewal Agency Meeting*** – during the meeting

Troutdale Police Community Center – Kellogg Room

234 SW Kendall Ct, Troutdale, OR 97060

1. **Pledge of Allegiance, Roll Call, Agenda Update**
2. **Public Comment:** Public Comment on non-agenda and consent agenda items is welcome at this time. *Public comment on agenda items will be taken at the time the item is considered. Public comments should be directed to the Presiding Officer and limited to matters of community interest or related to matters which may, or could, come before Council. Each speaker shall be limited to 5 minutes for each agenda item unless a different amount of time is allowed by the Presiding Officer, with consent of the Council. The Council and Mayor should avoid immediate or protracted responses to citizen comments.*
3. **Consent Agenda:**
  - 3.1 **Minutes:** November 14, 2023 Regular Meeting.
  - 3.2 **Resolution:** A resolution approving an intergovernmental agreement with the Oregon Tourism Commission for a 2023-2025 Competitive Grants Program Grant.
  - 3.3 **Resolution:** A resolution approving a short-term extension of exclusive franchise agreement with Waste Management of Oregon.
4. **Motion:** Approve 2024 Council Meeting Schedule. – Mayor Lauer
5. **Report:** A report from the Public Safety Working Group – Tanney Staffenson & Carol Allen
6. **Public Hearing / Ordinance (Introduced 11/14/23):** An ordinance amending Troutdale Municipal Code Chapter 13.20 pertaining to dogs in city parks. – Travis Hultin, Public Works Director and Jona Jacobsen, Parks & Facilities Superintendent
7. **Resolution:** A resolution selecting City Parks to be open for on-leash dogs. – Ray Young, City Manager
8. **Public Hearing / Ordinance (Introduction):** An ordinance updating public contract and purchasing procedures and amending Chapter 2.24 of the Troutdale Municipal Code. – Erich Mueller, Finance Director

9. **Resolutions:** A presentation for Metro Grant Intergovernmental Agreement:
- 9.1 A resolution approving an intergovernmental agreement with Metro for the Sandy River Greenway Riverfront Trail Project. *Erich Mueller, Finance Director*
- Urban Renewal Agency Meeting Called to Order:**
- 9.2 A resolution approving an intergovernmental agreement with Metro for the Sandy River Greenway Riverfront Trail Project. *Erich Mueller, Finance Director*
- Adjourn the Urban Renewal Agency Meeting – Continue Council Meeting:**
10. Staff Communications
11. Council Communications
12. Adjournment



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Randy Lauer, Mayor  
Dated: December 7, 2023

## Meeting Participation

The public may attend the meeting in person or via Zoom. Please email [info@troutdaleoregon.gov](mailto:info@troutdaleoregon.gov) by **5:00pm on Monday, December 11<sup>th</sup>** to request Zoom meeting access credentials. You may also submit written public comments via email to [info@troutdaleoregon.gov](mailto:info@troutdaleoregon.gov) no later than **5:00pm on Monday, December 11<sup>th</sup>**. City Council Regular Meetings are broadcast live on Comcast Cable Channel 30 (HD Channel 330) and Frontier Communications Channel 38 and replayed on the weekend following the meeting - Friday at 4:00pm and Sunday at 9:00pm.

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/meetings](http://www.troutdaleoregon.gov/meetings) or call Sarah Skroch, City Recorder at 503-674-7258.

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

**DRAFT**

**MINUTES**

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

**Tuesday, November 14, 2023 – 7:00PM**

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

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

**PRESENT:** Mayor Lauer, Councilor Ripma, Councilor Caswell, Councilor Wunn, Councilor White, Councilor Wittren and Councilor Glantz.

**ABSENT:** None.

**STAFF:** Ray Young, City Manager; Kenda Rimes, Deputy City Recorder; Ed Trompke, City Attorney; Travis Hultin, Public Works Director; Jona Jacobsen, Parks & Facilities Superintendent; and Dakota Meyer, Associate Planner.

**GUESTS:** See Attached.

Mayor Lauer asked for agenda updates.

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

Councilor White stated he would like agenda item #6 pulled and brought back some time in January. Everybody except Councilor Wunn agreed to bring this ordinance back in 2 months to see how the new off-leash dog park was doing before making other parks on-leash dog parks.

Councilor Ripma stated that Council had directed staff to bring the ordinance back in a couple of months, not a couple of meetings.

**MOTION:** Councilor Ripma moved to pull Item #6 from the agenda. Seconded by Councilor Glantz.

**Ray Young stated staff took all the information from Council and made all the changes that were asked for by Council and thought that with all those changes made it would be okay to put it on the agenda for this meeting.**

**Councilor Ripma stated the reason for waiting a couple of months was to see how the off-leash dog park worked. There was no reason to open all parks to dogs that quickly.**

He amended the motion to move to table to a meeting in January.

**VOTE:** Councilor Wunn – No; Mayor Lauer – No; Councilor White – Yes; Councilor Wittren – No; Councilor Glantz – Yes; Councilor Ripma – Yes; and Councilor Caswell – No.

**Motion failed 3-4.**

Mayor Lauer stated agenda Item #6 will continue as written.

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

None.

**3. CONSENT AGENDA:**

**3.1 MINUTES:** October 10, 2023 Regular Meeting and October 24, 2023 Regular Meeting.

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

**4. PRESENTATION:** A discussion on filling council vacancies.

<0:11:50>

Paul Wilcox, Troutdale resident, read a self-prepared statement (attached as Exhibit A).

Mayor Lauer asked if Paul is asking for support from Council and starting a Charter amendment committee to look at putting this on the 2024 ballot.

Paul Wilcox stated he's not asking for a charter review committee, just for the Council to consider some Charter amendments that apply to that vacancy section in particular of the Charter to address some of the issues he raised. It's not just 2-year councilor appointments, there were some other problems he saw. It needs to be looked at more closely. He thinks there were some errors made.

Mayor Lauer asked if Paul was wanting the Charter language cleaned up and then adding the word "remaining" in front of Council where it talks about the Council is to appoint the replacement for the vacancy. He asked if he's wanting a charter amendment to make these changes at the very least.

Paul Wilcox replied, right. He thinks another one text wise would also be the reference under Section 28B at the very bottom, "as defined by state law followed by the 61<sup>st</sup> day after the position becomes vacant." The problem with that is the filing deadline is also 61 days out. If you had a vacancy occur 62 days out, you would only have one day to go out and gather candidates. He thinks that could be eliminated entirely.



Councilor Ripma stated he's not a fan of changing the Charter. He stated that Council used to have Mayors serve 2-year terms, elected every 2 years with 6 councilors and the mayor only voted when there was a tie. It worked for 40 years or for quite a long time that way. He didn't favor the change then and he doesn't favor any further changes for special elections.

Councilor Glantz asked if this is something the Citizens Advisory Committee (CAC) should look at for objectiveness.

Mayor Lauer stated he doesn't disagree with that suggestion.

Councilor Ripma stated his comment is, don't refer it to the CAC unless the Council is in favor of it. If Council refers something to the CAC, it will seem like Council is endorsing it. He truly thinks that.

Mayor Lauer stated he doesn't not like the idea of referring this to the CAC. He feels that it is in the purview of the CAC to deliberate and chew on things like this. He doesn't necessarily see it as a Council endorsement sending it to CAC.

Councilor Wittren asked if Council could send it to CAC with a preference from Council saying they don't know if it needs to be changed or not, just look over it with no Council endorsement.

Councilor Wunn stated he doesn't think that the way it was done recently was a problem and he doesn't see it being a problem in the future. People elect the Council to represent the residents in the whole scheme of things and in this case to expedite a process to get somebody else on the Council to help with the democratic process. Sending this to the voters would prolong it even longer. He doesn't see the need to change things.

Mayor Lauer stated he doesn't feel like the system is broken. He feels like it's worked in the few instances that it has, and he agrees with Councilor Ripma in that opening up the Charter for a change that's not necessarily a glaring problem, he doesn't see it as a necessary move or step forward.

Paul Wilcox stated from his perspective as a voter, he thinks a 2-year appointment is too long. His dilemma as a voter is if he votes for that mid-term councilor for another office and that candidate wins that office that creates a 2-year vacancy, which he doesn't approve of.

**Mayor Lauer opened public comment at 7:32pm.**

None.

**Mayor Lauer closed public comment at 7:33pm.**

Mayor Lauer thanked Paul for the discussion.

**5. PUBLIC HEARING / ORDINANCE (Introduced 10/24/23):** An ordinance adopting text amendments to Chapters 3 and 5 of the Troutdale Development Code (TDC).

<0:32:33>

Dakota Meyer, Associate Planner, gave a brief overview of the staff report and presented a PowerPoint (attached as Exhibit B).

Councilor White stated he thinks it's noteworthy to mention that recently there was a pilot that attempted to crash a plane he was on due to using psilocybin the day before.

**Mayor Lauer opened the public hearing at 7:41pm.**

Paul Wilcox stated he has a question regarding Councilor Caswell and whether she has a conflict of interest with the ordinance.

Councilor Caswell stated the only thing that she can think of is that she leases to Tetra, a marijuana dispensary, in Troutdale. Other than that, she can't think of anything applicable.

Ed Trompke stated Councilor Caswell could recuse herself if she has any concerns. She said a dispensary but there are no dispensaries in Troutdale. It's a recreational facility. Unless there is a term in the lease that makes the revenue or profit from the sales in that facility a portion of it payable to the landlord, called a performance lease or a performing lease, it may not have a conflict. It's possible it does because there is a facility there, but it doesn't affect that facility except to possibly increase its value. He would leave it up to Councilor Caswell to think about herself and if she has questions to talk to OGEC about it.

Councilor Caswell stated if it would make everybody feel more comfortable, she could recuse herself. She doesn't have strong opinions on it so she would be happy to recuse herself.

Councilor Caswell recused herself.

Tanney Staffenson, Troutdale resident, stated he is a member of the Planning Commission. He stated the text amendments are just to clean things up as far as an error that was made in the past so that the development code lines up with Ordinance No. 882. This makes it clear about what someone can do and cannot do.

**Mayor Lauer closed the public hearing at 7:46pm.**

Councilor Wunn stated he thinks that this should go to the voters. He doesn't think that Council saying no more facilities is the job of the City Council. It should go to the voters before Council adopts any more amendments to what's already there.

Ed Trompke stated that Ordinance No. 882 did have in it an immediate text change. It wasn't clear that all of the notices that were required by DLCD had gotten filed in the proper way. The text has been put back in, the text that was accidentally omitted during putting it into tabular form. That was put back already and reinstated. This language was in that ordinance referring

to the voters but simply reiterates it to make sure that it is 100% done right. There were just some notice questions about whether it was done properly.

**MOTION: Councilor Ripma moved to adopt the ordinance adopting text amendments to Chapters 3 and 5 of the Troutdale Development Code (TDC). Seconded by Councilor Glantz.**

**VOTE: Councilor Wunn – Yes; Mayor Lauer – Yes; Councilor White – Yes; Councilor Wittren – Yes; Councilor Glantz – Yes and Councilor Ripma – Yes.**

**Motion passed 6-0 (Councilor Caswell abstained)**

**6. PUBLIC HEARING / ORDINANCE (Introduction):** An ordinance amending Troutdale Municipal Code Chapter 13.20 pertaining to dogs in city parks.

<0:55:46>

Travis Hultin, Public Works Director, gave a brief overview of the staff report. He reminded Council that tonight is the first hearing/discussion and there will be no vote tonight.

Councilor Ripma stated even though he didn't want to get into this tonight the amended version of the ordinance addresses most all of the concerns he had with the previous one. He requested that it say designated by Council by resolution, not by the Director in Section 13.20.160B. He commended staff on the amended version.

Councilor White stated he would like to see the leash length changed to 6 feet because it matches what is said in Section 13.20.160G and H.

Travis Hultin stated the reason that the 8-foot leash was chosen is that it's the same as the Multnomah County Animal Services ordinance.

Councilor White stated the previous Director had the authority to allow dogs in parks while we have an ordinance that says no dogs allowed. He's having trouble understanding that.

Travis Hultin stated a number of ordinances are written so there's a rule and then it gives an exception to the rule. That's how it was written back whenever this previous ordinance was created. It said the general rule is dogs aren't allowed in the parks and then it gave the Director the authority to designate areas for pets. His interpretation is that authorizes the Director to designate areas within parks, not an entire park.

Councilor White asked who is going to enforce the rules.

Travis Hultin stated right now there is no dedicated enforcement staff, just the parks maintenance workers. If staff sees somebody with a dog off leash, he thinks they would talk to the person. There are no park rangers or people to enforce any of the park rules full time. It's a matter of if there's anybody from the city staff that happens to be there at that time. There are occasional complaints.

Jona Jacobsen, Parks & Facilities Superintendent, stated he doesn't believe that law enforcement is included in the job descriptions of parks workers in their collective bargaining agreement. He will kindly and respectfully approach people and let them know to follow the rules and direct them to the off-leash dog park.

Councilor White asked how nearby residents are going to be notified of a park that is maybe chosen to have dogs in it. He thinks they should be notified.

Travis Hultin stated staff can conduct whatever notification process the Council directs.

Councilor White stated he would like Council to make decisions, not the Director.

Councilor Wunn stated that every neighboring city allows dogs in parks. He believes Troutdale should allow dogs in all the parks. He realized after the last discussion that not everybody is on board with that. He suggested a compromise with dogs allowed on leash in some parks. The Parks Advisory Committee also recommended dogs be allowed in all parks with a vote of 10-1.

Councilor Glantz stated only about 30% of households have dogs so why would you allow dogs in 100% of the parks. She thinks there should be a campaign to educate which parks allow dogs and which ones don't allow dogs.

Councilor Wittren stated he thinks some park could be dog friendly but not all parks. He's looking for a compromise.

### **Mayor Lauer opened the public hearing at 8:34pm.**

Lori Hansen, Gresham resident, thanked Councilors for the new dog park. She stated as far as enforcement, Multnomah County Animal Control does enforce off-leash. Signs to call animal control could be posted for reporting off-leash dogs. There is definitely a need for more dog friendly parks in the area, but she thinks playgrounds should remain dog free. She stated she is a single woman who likes to walk her dog and she does feel safer when she has her dog with her.

Adrian Koester, Troutdale resident, stated as far as the 30% of dog owners that Councilor Glantz mentions, he doesn't doubt that statistic, he would suspect that the percentage of households that are park going would be significantly higher than 30%. He stated he thinks it would behoove the City and Council to consider how much more restrictive they want walkways and neighborhoods parks to be than simply the public sidewalks within the City of Troutdale where people can walk their dogs on leash on sidewalks all they want. He thinks it would be very incongruous for the dog owning public and the non-dog owning public to have significantly more restrictive rules on walkways in neighborhood parks, which in many cases, look very much like extensions to city sidewalks, than the rules that apply to city sidewalks themselves.

Carol Reynolds, Troutdale resident, stated she is a dog owner, and she walks her dogs in Sunrise Park. As far as enforcing rules in the parks, park goers are good at enforcing rules. The citizens are really good at calling for help or confronting the issue if there's a problem in the park. She feels safe walking in Sunrise Park with her dogs because there are a lot of people and like-minded folks there enjoying the area in a safe manner. She stated she lives in a small neighborhood in a very small section and there are about 15 houses in the neighborhood. 13 of those houses have dogs and probably 12 of them use Sunrise Park. There are probably more people in the area that do have dogs and they do use the parks and the more of them that use the parks the safer the parks will be.

### **Mayor Lauer closed the public hearing at 8:43pm.**

Mayor Lauer stated the first time that he heard Council would be talking about dogs in parks he was dumbfounded that Troutdale did not allow dogs in parks. He was very surprised that there are actual restrictions on dogs in city parks. Fairview has so many parks and the majority of them welcome dogs on-leash. As far as removing the dog waste stations, it is a mixed signal but without those stations, parks staff would be fighting a mountain of filth. He would prefer Troutdale be a more dog friendly city.

Councilor Ripma requested that in Section 13.20.160B it would be Council by resolution that designates which parks, not the Director.

Councilor Glantz asked if it is the expectation of a dog owner to be provided waste bags by the park when they take their dogs there.

Travis Hultin stated it's typical in most parks he's been to that allow dogs on-leash. It's a practical matter if you want people to clean up after their dogs.

## **7. STAFF COMMUNICATIONS**

<1:55:16>

Ray Young provided the following staff communications:

- Next Council meeting will be December 12th
- Half yearly Budget Committee meeting will be December 5th
- Windy Wonderland will be held the weekend of December 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> with the Tree Lighting on December 1<sup>st</sup> at 5pm.
- City Offices will be closed November 23<sup>rd</sup> and 24<sup>th</sup> for the Thanksgiving holiday
- ADA improvements are being made at Columbia Park, but it will not impact the usage of the park
- Away Days Brewery is hoping to be open in early Spring

## **8. COUNCIL COMMUNICATIONS**

<1:57:17>

Councilor Wunn stated his brother and sister-in-law live next to Sunrise Park and about a month ago there was somebody camping behind some bushes right behind their house in the park. His brother-in-law called non-emergency and couldn't get through. Councilor Wunn called and

was able to get through to 311 but they don't serve the City of Troutdale. He found out that 311 is just for the City of Portland. He encountered another person sleeping in an alcove in downtown Troutdale so he contacted Ray Young and MCSO was able to identify the shortcoming so now when you call non-emergency, they will direct you to MCSO to get a more timely and accurate response.

Councilor White wished everybody a Happy Thanksgiving.

Councilor Wittren wished everybody Happy Holidays.

Councilor Glantz stated on December 2<sup>nd</sup> during the Windy Wonderland event, the General Store will have the Main Streets on Halsey consultant group taking opinions on what that plan should be.

Councilor Ripma stated that there will be a Christmas at the Barn event on December 2<sup>nd</sup> from 12-3pm. Santa and Mrs. Claus will be there along with gifts for the children and a book signing by Helen Wand.

Mayor Lauer wished everybody a Happy Thanksgiving.

## **9. ADJOURNMENT**

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

Meeting adjourned at 9:04pm.

\_\_\_\_\_  
Randy Lauer, Mayor  
Dated:

**DRAFT**

**ATTEST:**

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

# CITY OF TROUTDALE

## City Council – Regular Meeting

**7:00PM**

**Tuesday, November 14, 2023**

# PLEASE SIGN IN

[illegible]

## November 14, 2023 City Council Meeting Zoom Guests

Name (Original Name)	User Email	Join Time	Leave Time	Duration (Minutes)
Troutdale Conferencing	troutconf@troutdaleoregon.gov	11/14/2023 18:49	11/14/2023 21:04	136
MetroEast		11/14/2023 18:49	11/14/2023 21:04	136
Troutdale Conferencing	troutconf@troutdaleoregon.gov	11/14/2023 18:49	11/14/2023 21:04	135
Paul Wilcox		11/14/2023 18:50	11/14/2023 21:04	135
speaker table		11/14/2023 18:50	11/14/2023 21:04	134
Alison Caswell		11/14/2023 18:53	11/14/2023 21:04	132
Dave Ripma		11/14/2023 18:54	11/14/2023 21:04	130
Jordan Wittren		11/14/2023 18:54	11/14/2023 21:04	130
Adrian Koester		11/14/2023 18:55	11/14/2023 21:04	129
Carol Reynolds		11/14/2023 18:55	11/14/2023 21:04	129
Randy Lauer		11/14/2023 18:56	11/14/2023 21:04	128
Dakota Meyer (He/Him) - City of Troutdale Associate Planner		11/14/2023 18:57	11/14/2023 19:56	60
Sandy Glantz		11/14/2023 18:59	11/14/2023 21:04	125
Geoffrey Wunn		11/14/2023 19:00	11/14/2023 21:04	124
19713209000		11/14/2023 19:01	11/14/2023 21:04	123
lorihansen		11/14/2023 19:02	11/14/2023 20:56	114
ray.young		11/14/2023 19:03	11/14/2023 20:54	112
Kelley Graham		11/14/2023 19:21	11/14/2023 21:04	104



## Exhibit A

11/14/23 Council Mtg. Item #4

Mayor and Councilors,

I have a few preliminary remarks before addressing the main topic.

I would normally prefer to comment in person but it seems that half the Council is most recently on ZOOM anyway. However, my main reason to be on ZOOM is that I've noticed the audio quality coming from the testimony table can be quite poor, so I think it will be easier to hear me from the home studio.

I also wanted to mention that I've been working on getting CAC to address the issue of filling Councilor vacancies. I sent them a public comment in February, with a follow-up in April. We met in April and they seemed somewhat interested but had a question about the cost of a special election, which I have since provided. I sent another follow-up comment in September, and we met in October and November. CAC has been reluctant to take up the issue fully without Council authorization. They've had little subject material this past year, having cancelled four meetings. I've decided at this point in time it's too late for them to get involved in a meaningful way. Finally, I want to be clear that raising the issue of Councilor appointments is nothing against Councilor Wittren, although I would have preferred that the February applicants had been November candidates instead.

Now, to the main issue. I'm not going to read my packet commentary since you've already seen it. However, I think it is worth repeating how and why the current Charter came to be in 1994. The year 1993 opened with a pending four-year vacancy for a Council position. In mid-April the newly elected Mayor resigned. Some Council members felt those vacancies should be filled by election, but they were told by staff that the existing 1942 Charter didn't allow for that. Ultimately, during the period of 1993-1994 the City had an appointed Mayor and three appointed Councilors. It was considered problematic enough that the newly-appointed Mayor called for the formation of a Charter Review Committee, comprised wholly of citizens. Very briefly, what I consider the three major changes recommended were a four-year term for Mayor, Mayoral vacancies to be filled by election, and the July 15<sup>th</sup> rule, which eliminated four-year appointments. The first two turned out to be very contentious within the Council, resulting in a tie vote which was settled by the Mayor casting the deciding vote. One Council member felt so strongly that the new Charter

was not ready for prime time that they submitted an argument against it in the voters' pamphlet.

Now, to the main topic. Bottom line is that I think a majority of voters would agree with me that allowing for a nearly two-year appointment to Council is excessive, nearly as long as an entire Oregon or U.S. House term. To the greatest extent possible, office-holders should be endorsed by the voters. Of course, the only way to know that for sure is to put an alternative before the citizens. A major distinction is that two-year vacancies that occur from a mid-term Councilor running for and being elected to another office are entirely predictable. The potential for a Moon vacancy was also predictable. My main issue has been with two-year appointments, but there are problems also with the requirement that Mayoral vacancies be filled by election only. If Fairview had the same requirement they'd have a Mayoral election in May 2024, and another in November. In Troutdale, it might be a year or more before an election date came around. In the meantime the Council President would be interim Mayor with a six-member Council.

Submitted by:

Paul Wilcox

Troutdale

11-14-23



**MARIJUANA FACILITIES &  
PSILOCYBIN TEXT AMENDMENT  
(75-14)**

City Council

October 24, 2023

**Exhibit B**

11/14/23 Council Mtg. Item #5





# THE APPLICATION

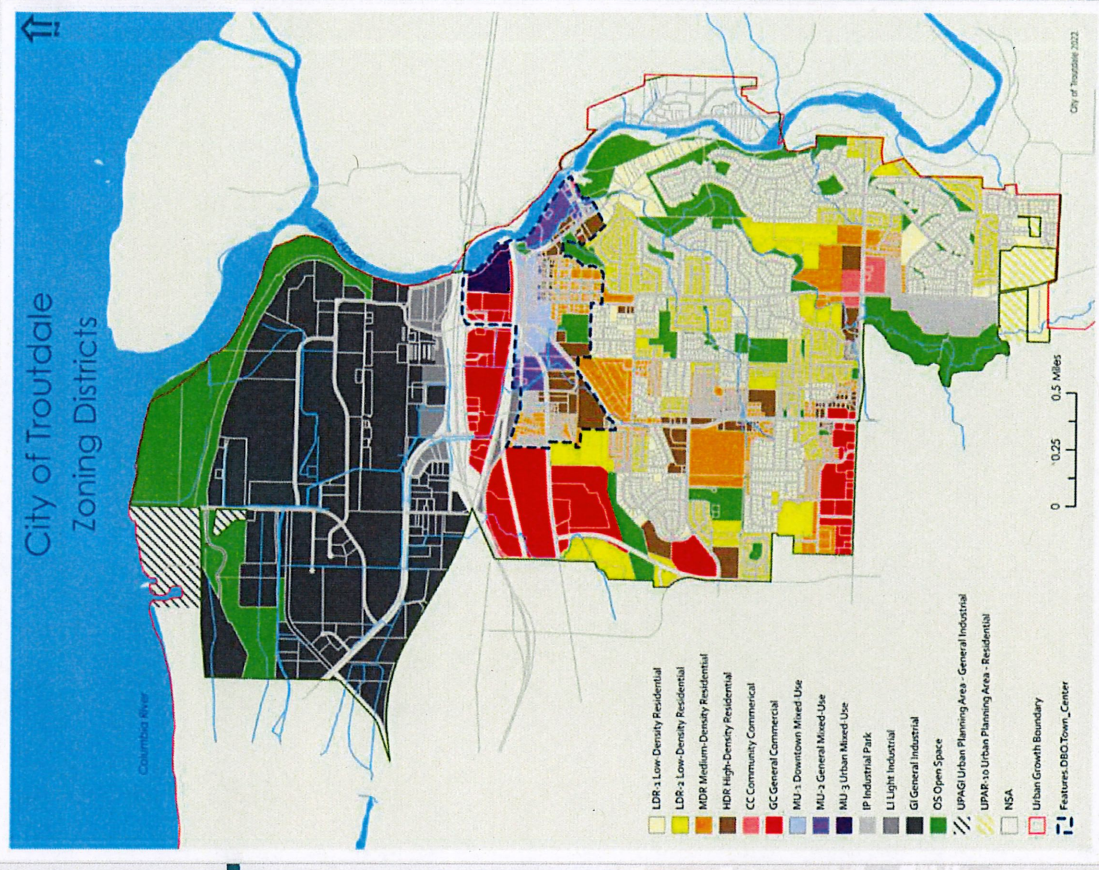
[CASE FILE 75-14]

## Zoning Map

- The following areas represent the zones affected by this application: **RED** General Commercial (GC), **GRAY** Light Industrial (LI), and **DARK GRAY** General Industrial (GI).

## Requests:

- Update the Use Tables for the GC, LI, and GI zones to change the Marijuana Facilities use from a "Conditional" to "Not Permitted" use.
- Minor edits to Chapter 5 to reserve Section 5.900 for future code on Psilocybin Standards.





# TDC SECTIONS, PROPOSED AMENDMENTS

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- TDC Chapter 3
- TDC 3.320 – Use Table for Commercial Zoning Districts
  - Change Marijuana Facilities from Conditional Use in the GC zone to Not Permitted.
- TDC 3.420 – Use Table for Industrial Zoning Districts
  - Change Marijuana Facilities from Conditional Use in the LI and GI zones to Not Permitted.
- TDC 5.000 – Miscellaneous Uses & Standards
  - Reserve a section in Chapter 5 under Subchapter 5.900 for future Psilocybin Standards.





# PROPOSED TEXT AMENDMENTS

- TDC 3.320 - Use Table
  - Change Marijuana Facilities from *Conditional Use* in the CC zone to *Not Permitted*.
- TDC 3.420 - Use Table
  - Change Marijuana Facilities from *Conditional Use* in the LI and GI zones to *Not Permitted*.

Land Use	IP	LI	GI	Specific Standards
Restaurants and bars	P	N	N	3.440.H
Mobile Food Vendor operating a Food Stand, Food Cart, and Food Trailer	P	P	P	5.200
Financial institutions	C	N	N	3.440.D.1
<b>Hotels/Motels/Convention Halls</b>	<b>C</b>	<b>C</b>	<b>N</b>	
Marijuana facilities	N	€N	€N	3.440.F
<b>Medical and dental clinics</b>	<b>C</b>	<b>P</b>	<b>P</b>	<b>3.440.D.1</b>
Personal services	C	N	N	3.440.D.1
Product sales, service, and/or display accessory to any manufacturing, fabricating, or processing use	N	P	P	3.440.K

Land Use	CC	GC	Specific Standards
Vehicular and equipment services			
Fueling stations	C	P	
Repair shops	N	P	
Sales or rentals	C	C	
Lodging facilities	P	P	
Bed & breakfast inns	N	N	
Entertainment facilities (major)	C	C	
Entertainment facilities (minor)	P	P	
Storage facilities	N	N	
Marijuana facilities	N	€N	3.325.A

tion outlets	N	C
s otherwise listed in table)	N	N





# PROPOSED TEXT AMENDMENTS

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- TDC 5.000 – Miscellaneous Uses & Standards
  - Reserve a section in Chapter 5 under Subchapter 5.900 for future Psilocybin Standards.

CITY OF TROUTDALE

Chapter 5 – Miscellaneous Uses

## Chapter 5 – Miscellaneous Uses and Standards

5.000 MISCELLANEOUS REGULATIONS

5.900 Psilocybin Chapter - RESERVED





# PROPOSED FINDINGS [TDC 6.1120] TEXT AMENDMENT APPROVAL CRITERIA

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- A. The proposed change to the Development Code does not conflict with applicable Comprehensive Land Use Plan goals or policies.
- B. The proposed change is consistent with the applicable Statewide Planning Goals.
- C. The proposed change is consistent with the applicable provisions of Metro Code.
- D. Public need is best satisfied by this particular change.
- E. The change will not adversely affect the health, safety, and welfare of the community.

These criteria are met.





# PROCEDURE [TDC 2.065]

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- Type IV Land Use Application
- PC Recommendation to Council
- City Council is the decision-making body
- Notice
  - Newspaper
  - Online
  - DLCD
  - Measure 56





# COUNCIL ACTION

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- PC recommends approval to City Council
- Adoption Hearing Actions
  - Confirm, amend or reverse PC's recommendation
  - Enact or defeat all or part of the ordinance
  - Remand some or all of the proposal to PC







# STAFF REPORT

**SUBJECT:** Approve an Intergovernmental Agreement With The Oregon Tourism Commission for a 2023-2025 Competitive Grants Program Grant.

**MEETING TYPE:** City Council - Regular Meeting      **MEETING DATE:** December 12, 2023

**PRESENTER:** Erich Mueller, Finance Director      **DEPARTMENT / AFFILIATION:** Finance Dept

**ACTION REQUIRED:** Resolution (Consent)      **PUBLIC HEARING:** No

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

**STAFF RECOMMENDATION:** Approval      Adopt the proposed resolution

**Exhibits:**      **A.** Travel Oregon Grant IGA.

**Subject Relates to:**

☐ Council Goals      ☐ Legislative      ☐ Land Use / Development      ☒ Other

*Improve and support tourism in Troutdale.*

**Summary Points:**

- The Oregon Tourism Commission provides grants to support the improvement, expansion and promotion of the visitor industry.
- A 2023-2025 Competitive Grants Program Grant has been awarded to the City to develop a tourism destination parking plan for Troutdale.
- Council approval of the grant IGA is necessary before the project can begin.

**Background:**

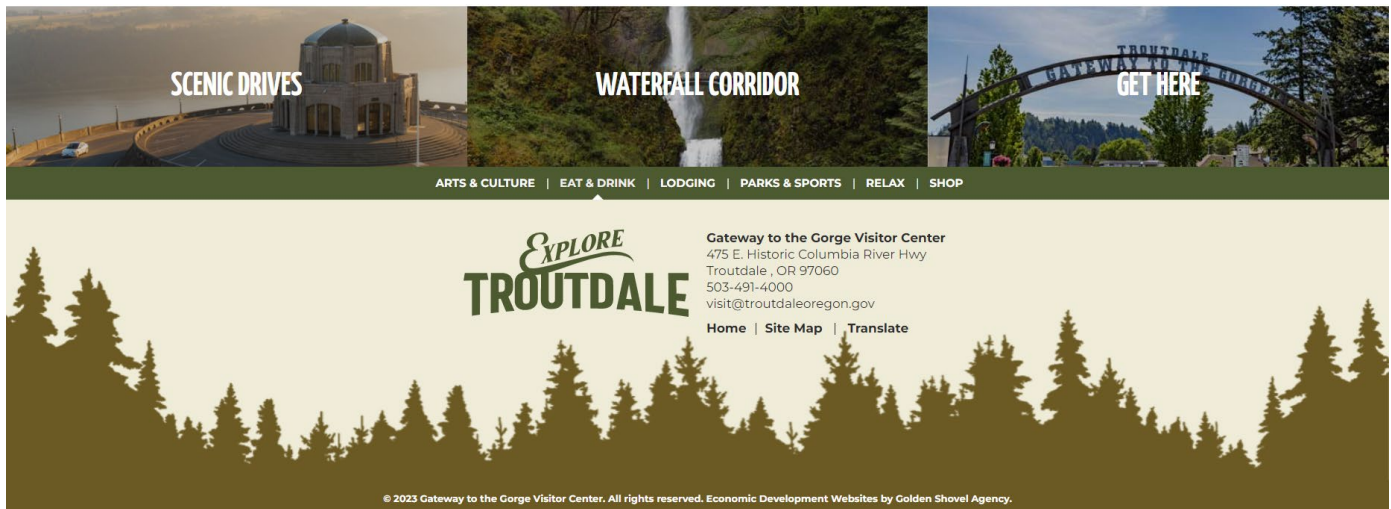


**TRAVEL  
OREGON**

The Oregon Tourism Commission, doing business as Travel Oregon, helps develop and improve the economies of communities throughout Oregon by means of the improvement, expansion and promotion of the visitor industry. Travel Oregon aims to improve Oregonians' quality of life by

strengthening the economic impacts of the state's \$10.9 billion tourism industry, which employs more than 100,000 Oregonians.

***“Explore Troutdale”*** was created as a destination brand by the City when it took over Destination Management Organization (DMO) responsibilities and redirected Transient Lodging Tax (TLT) from the West Columbia Gorge Chamber of Commerce in July of 2020.



The City was awarded a previous Travel Oregon grant to develop a tourism destination strategic plan to guide development, marketing, and stewardship of our area. As part of that grant scope of work an experienced tourism development firm, Crosscurrent Collective has drawn critical information through a series of collaborative work sessions with local stakeholder organizations including lodging, events, dining, attractions, local businesses and City economic development staff.

From the August 2023 stakeholder survey of the critical constraints/challenges facing the development of the tourism economy in Troutdale, the top 3 were:

- Congestion at peak use recreation areas
- Transportation services: transit or shuttles
- Transportation infrastructure: parking

This new 2023-2025 Competitive Grants Program grant awarded to the City seeks to address these issues with grant project of the *Sandy River Recreation Areas and Troutdale Attraction Shuttle Feasibility and Parking Management Study*.

The grant project is to develop feasibility study for Sandy River Shuttle and a Downtown Parking Study. The approved project budget of \$176,275.20 is funded up to \$100,000 by the Travel Oregon grant with \$76,275.20 of required local matching funds, provided from budgeted parking study and project management in-kind staff hours. The 2023-24 Budget already includes funds for a parking study.

The project this scope of work is to conduct a shuttle feasibility study to identify a preferred alternative that provides safe, efficient, and connected facilities for those wanting to access the Sandy River by public transportation.

In coordination with this transit feasibility study, the project will conduct a Downtown Parking Study to optimize existing parking in the Central Business District and to identify and assess opportunities for developing additional public parking, including ADA and bicycle parking. This scope of work will provide the City with an inventory and evaluation of on- and off-street parking facilities in the Troutdale Town Center as well as key locations along the Sandy River. This scope will also provide a summary of potential issues and a preliminary list of policies and strategies to address the issues and maximize the efficiency of the City's parking supply. The Consultant will evaluate the parking management needs that may be generated by the shuttle and how the shuttle could help address parking demand at the most utilized parking areas.

Both the shuttle feasibility report for Sandy River, as well as a formal Parking Management Plan, would be presented to the City Council for review and adoption at the conclusion of the grant project in 2025.

Economic Development Coordinator Marlee Boxler successfully applied for, and secured the grant award, and would serve as the grant manager. The grant IGA is attached as Exhibit A.

### **Summary:**

The proposed resolution would enable the City to obtain two useful study reports for consideration of improved tourism access and parking management for Troutdale for consideration and adoption by the City Council

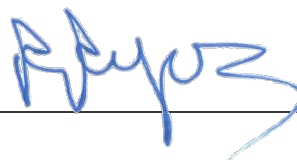
**Pros & Cons:**

- Adopting the proposed resolution approves the grant IGA with the Oregon Tourism Commission providing grant funds for the project studies.
- Not approving the proposed resolution prevents the Oregon Tourism Commission from providing the grant funds to the City.

**Oversight:**

- *Budget Impact:*    ☒ Yes, current year (describe)    ☒ Yes, future (describe)    ☐ N/A  
The grant requires a total \$76,275.20 of matching funds with some spent in each fiscal year.
- *Community Involvement Process:*    ☒ Yes (describe)    ☐ N/A  
The project process will include multiple public input gathering sessions.
- *Approval by City Attorney:*    ☐ Yes    ☒ N/A

Reviewed and Approved by the City Manager: \_\_\_\_\_



**EXPLORE**  
**TROUTDALE**

**Gateway to the Gorge Visitor Center**

475 E. Historic Columbia River Hwy  
Troutdale, OR 97060  
503-491-4000  
visit@troutdaleoregon.gov

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Grant No. 101-1023GR  
\$100,000.00

**Agenda Item 3.2**  
**Exhibit A**  
**Council Mgt 12-12-2023**

## **GRANT AGREEMENT**

This Grant Agreement (“**Grant Agreement**” or “**Agreement**”), dated as of November 15, 2023 the “**Effective Date**”), is entered into by and between City of Troutdale (“**Recipient**”), and the **STATE OF OREGON**, acting by and through the **OREGON TOURISM COMMISSION** (“**Grantor**”).

### **RECITALS**

**A.** Pursuant to ORS 284.138, Grantor administers a biennial matching grants program (the “**Program**”) under which Grantor helps develop and improve the economies of communities throughout Oregon by means of the improvement, expansion and promotion of the visitor industry.

**B.** In response to Grantor’s Request for Program Grant Applications dated September 15, 2023, Recipient submitted an application for a Program grant to assist Recipient’s implementation of the project described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Project**”).

**C.** Grantor selected the Project for grant funding.

**D.** Grantor and Recipient now desire to enter into this Grant Agreement to specify the amount and terms and conditions of Grantor’s grant funding to Recipient for the Project.

**NOW THEREFORE**, the parties agree as follows:

## **AGREEMENT**

### **ARTICLE 1** **GRANT GENERALLY**

**Section 1.1 Project Cost; Grant Funds.** The total estimated Project cost is \$176,275.20. On the terms and conditions of this Agreement, Grantor shall provide Recipient grant funds in an amount not to exceed \$100,000.00 (the “**Grant Funds**”). Recipient will be responsible for all Project costs not covered by the Grant Funds.

#### **Section 1.2 Use of Grant Funds; Eligible Costs.**

**1.2.1 Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless Grantor approved such changes by amendment pursuant to Section 6.7.

1.2.2 **Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“**Eligible Costs**”). Grantor will reimburse only Eligible Costs incurred after the Effective Date and only to the extent the Eligible Costs are within the line item limits of the “Sources and Uses of Funding Budget” set forth in **Exhibit B** (the “**Budget**”), attached hereto and incorporated herein by this reference; provided, however, that Recipient may transfer Grant Funds from one Budget line item to another so long as no line item amount changes by more than 10 percent.

- (a) Eligible Costs are actual costs of Recipient to the extent those costs are:
  - (A) reasonable, necessary and directly used for the Project; and
  - (B) eligible or permitted uses of er the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- (b) Eligible Costs do NOT include:
  - (A) Costs of staff or consultant salaries, wages, mileage, or associated fees that are already budgeted to execute a particular area of work within an entity.
  - (B) payments made to related parties as described in Section 6.13;
  - (C) loans or grants to be made to third parties;
  - (D) any expenditures incurred before the Effective Date or after the Project Completion Deadline; or
  - (E) costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by Grantor by amendment of this Agreement.

Section 1.3 **Disbursement of Grant Proceeds.** The proceeds of the Grant shall be held in a grant account and shall be disbursed to Recipient in accordance with the terms and conditions set forth in this Section 1.3.

1.3.1 **Initial Disbursement.** Subject to Section 1.3.4, Grant awards shall be disbursed at a rate of 50% of the total Grant Funds in a single payment. Grantor will disburse funds to Recipient within 30 days after Grantor’s receipt and approval of an initial disbursement request from Recipient, in form and substance satisfactory to Grantor. Disbursement requests must include the date, grant number, project name, amount of previously-disbursed Grant Funds, amount of Grant Funds requested and balance of Grant Funds remaining for future requests.

1.3.2 **Subsequent Disbursements.** Subject to Section 1.3.4, Grantor shall disburse additional Grant Funds totaling not more than 90% of total grant to Recipient on an Eligible Cost reimbursement basis within 30 days after Grantor’s receipt and approval of a disbursement request, in form and substance satisfactory to Grantor as indicated in section 1.3.1 above, and identifying the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The first such disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by the initial disbursement of Grant Funds under Section 1.3.1. Recipient may submit disbursement requests under this Section 1.3.2 no more frequently than monthly. The final 10% of Grant Funds will be disbursed only after the Project is completed to Grantor’s sole satisfaction. To



receive final disbursement, Recipient must identify the Eligible Costs for which Recipient is seeking reimbursement, together with all supporting documentation reasonably required by Grantor to evidence the Eligible Costs. The final disbursement request must also be accompanied by supporting documentation reasonably required by Grantor to evidence the Eligible Costs covered by all previous disbursement of Grant Funds under Section 1.3.1.

**1.3.3 Continuing Accuracy of Representations and Warranties.** Recipient's submission of a disbursement request constitutes Recipient's affirmation that all of Recipient's representations and warranties set forth in Article 2 are true and correct in all material respects as if made on and as of the date of the disbursement request.

**1.3.4 Conditions to Disbursement.** The disbursement of Grant proceeds is subject to the following conditions:

- (a) No Event of Default shall have occurred and be continuing and no event shall have occurred that, with the giving of notice or passage of time or both, would become an Event of Default;
- (b) Each of Recipient's representations and warranties set forth in Article 2 shall be true and correct in all material respects as if made on and as of the date of such disbursement; and
- (c) Grantor has received sufficient funding, appropriations and other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement and there are sufficient moneys in the accounts or funds to be used to cover the disbursement, as determined by Grantor in the reasonable exercise of its administrative discretion, to permit Grantor to make the disbursement; and
- (d) Grantor has received from Recipient an executed Form W-9 and such other documentation as Grantor may require to enable disbursement under this Agreement;
- (e) Recipient has received, and will make available to Grantor upon request, a certificate of insurance or other documentation evidencing the insurance required by Section 3.8, issued by an insurance company licensed to provide such insurance in the State of Oregon and otherwise reasonably acceptable to Grantor; and
- (f) Grantor has received the disbursement request no later than 30 days after the effective date of the Agreement.

## **ARTICLE 2 RECIPIENT'S REPRESENTATIONS AND WARRANTIES**

Recipient represents and warrants to Grantor as follows:

**Section 2.1 Existence and Power; Authority.** Recipient is an eligible entity, defined as a not-for-profit, local government or federally recognized Tribe, duly organized, validly existing and in good standing under the laws of the State of Oregon. Recipient has (a) full power and authority to carry on its business as now being conducted and as Recipient contemplates it to be conducted with respect to the Project, and (b) full power, authority, and legal right to execute and deliver this Grant Agreement

and all other agreements, documents and instruments contemplated hereby or thereby (collectively, the “**Grant Documents**”) and to incur and perform its obligations hereunder and thereunder. The execution and performance by Recipient of this Grant Agreement and the other Grant Documents have been duly authorized by all necessary action of Recipient. This Grant Agreement and the other Grant Documents have been duly executed by Recipient and will constitute legal, valid and binding obligations of Recipient, enforceable in accordance with their terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.

Section 2.2 **No Violations or Default.** Recipient is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Recipient notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing and no condition exists with respect to Recipient or the Project that constitutes an Event of Default or an event which, with the giving of notice or passage of time, or both, would become an Event of Default.

Section 2.3 **Litigation.** No action, suit or proceeding (and to Recipient’s knowledge, no investigation) is pending against Recipient or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations, or financial condition of Recipient, the Project or the power of Recipient to complete the Project or (b) that purports to affect the legality, enforceability, or validity of any Grant Document.

Section 2.4 **Compliance With Laws.** Recipient is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Project, and the completion thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

### **ARTICLE 3 COVENANTS**

Until completion of the Project or as otherwise indicated, Recipient covenants and agrees as follows:

Section 3.1 **Completion of Project.** Recipient shall complete the Project no later than April 14, 2025 (the “**Project Completion Deadline**”) and Grantor is not obligated to reimburse any Project costs incurred after this date. Promptly after the Project Completion Deadline or any termination of this Grant Agreement, Recipient shall repay to Grantor any Grant Funds remaining in Recipient’s possession that are not needed to cover Eligible Costs incurred prior to the Project Completion Deadline or the termination of this Grant Agreement, as the case may be. The foregoing repayment obligation shall survive any termination of this Grant Agreement. Recipient shall implement the Project in an expeditious and continuous manner and in accordance with all the requirements of the Grant Documents.

Section 3.2 **Maintenance of Business and Licenses.** Recipient will remain an Oregon-based business, not-for-profit, local government, port district or federally recognized Tribe, validly existing under the laws of Oregon and will keep in force all licenses and permits necessary to the proper conduct of its business and the completion of the Project.

Section 3.3 **Compliance with Laws and Use Restrictions.** Recipient will comply with all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality having jurisdiction over Recipient or the Project, including all applicable health and safety, environmental, and zoning laws.

Section 3.4 **Other Obligations.** Recipient will pay and discharge before the same shall become delinquent all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies except any thereof whose validity or amount is being contested in good faith by Recipient in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Recipient.

3.4.1 **Grantor Recognition.** Grant recipient shall visibly display on all finished grant projects (publications, websites and other significantly visible project activities) Travel Oregon's logo along with the acknowledgement: "This project has been funded in part by a grant from Travel Oregon." Travel Oregon will work with grant recipient to ensure proper usage and placement of the Travel Oregon logo.

Section 3.5 **Indemnity.** Recipient shall indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and expenses) that any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made by Recipient in any Grant Document, (b) any transaction contemplated by this Grant Agreement or any other Grant Document or (c) the actions or inactions of Recipient, or its employees, agents, contractors, or subgrantees related to the Project, other than claims, losses, damages, or expenses that arise solely from the gross negligence or willful misconduct of Grantor. This Section 3.5 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.6 **Records and Inspection.** Recipient shall keep proper books of account and records on all activities associated with the Grant, including but not limited to, separate books of account and records on the use of all Grant proceeds and Other Financing. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of three years after the Project Completion Deadline or the date that all disputes, if any, arising under this Grant Agreement or the other Grant Documents have been resolved. Recipient will permit Grantor and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor and the expenditure of Other Financing. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained. This Section 3.6 shall survive completion of the Project and any termination of this Grant Agreement.

Section 3.7 **Audits and Financial Reviews.** Grantor, either directly or through a designated representative, may conduct financial and performance audits of the use of Grant proceeds and the implementation of the Project at any time during Project implementation and during the three-year period after the Project Completion Deadline. Audits will be conducted in accordance with generally accepted auditing standards. If an audit or financial review finds that payments to Recipient were in excess of the amount to which Recipient was entitled, then Recipient shall repay that amount to

Grantor. In the event of such audit or financial review, Recipient agrees to provide the designated auditor or reviewer with reasonable access to Recipient's employees and make all such financial, performance and compliance records available to the auditor. This Section 3.7 shall survive completion of the Project and any termination of this Grant Agreement.

**Section 3.8 Workers' Compensation Insurance.** Recipient shall carry Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for their subject workers. This coverage is required of grantees with one or more employees, unless exempt under ORS 656.027.

**Section 3.9 Recycled Products.** To the maximum extent economically feasible, Recipient shall use good faith efforts to use recycled products in connection with its implementation of the Project.

**Section 3.10 Other Financing.** In addition to the Grant, Recipient shall, from its own resources or from third parties, obtain other financing for the Project as set forth in the Budget (the "Other Financing").

## **ARTICLE 4 EVENTS OF DEFAULT**

Any of the following shall constitute an Event of Default under this Grant Agreement:

### **Section 4.1 Failure to Pay Debts When Due.**

**4.1.1 Generally.** Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated as bankrupt or insolvent; (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing.

**4.1.2 Involuntary Proceedings.** A proceeding or case is commenced against Recipient, without its consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Recipient, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Recipient or for all or a substantial part of its assets, or (iii) relief is granted to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of 60 days, or an order for relief against Recipient is entered in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect).

**Section 4.2 Failure to Disclose Material Facts.** Recipient makes any material misstatement of, or omits to disclose to Grantor, any fact material to the making of the Grant, the

progress toward completion of the Project, obtaining Other Financing for the Project, or a disbursement of Grant Funds to Recipient, or upon discovery by Grantor of any such misrepresentation or omission.

Section 4.3 **Failure to Pay Amounts Due.** Recipient fails to pay any sum due under this Grant Agreement or any other Grant Document within the time specified herein or therein.

Section 4.4 **Failure to Comply with Other Obligations.** Recipient fails to observe, perform, discharge or comply with any other covenant, agreement or obligation imposed on Recipient by this Grant Agreement or any other Grant Document and such failure remains uncured 30 days after written notice thereof to Recipient. This includes Recipient obligations for reporting to Grantor.

Section 4.5 **Discontinued Project.** Work on the Project is discontinued or prohibited for 30 or more consecutive days or the Project is abandoned.

Section 4.6 **Failure to Diligently Pursue the Project.** Recipient fails to diligently pursue the Project to completion by the Project Completion Deadline in accord with the timeline set forth in Exhibit A or fails to obtain Other Financing sufficient to complete the Project.

## **ARTICLE 5 RIGHTS AND REMEDIES UPON EVENT OF DEFAULT**

Upon the occurrence of an Event of Default and at any time thereafter, Grantor may, at its option, exercise any one or more of the following rights and remedies:

Section 5.1 **Repayment.** Grantor may declare the entire original Grant (or so much thereof as has been disbursed to Recipient) and other charges payable by Recipient pursuant to this Grant Agreement or any other Grant Document, to be immediately due and payable in full and, upon such declaration, Recipient shall pay to Grantor the amount declared to be immediately due and payable.

Section 5.2 **Termination.** Grantor may, by and effective upon written notice to Recipient, terminate this Agreement or Grantor's obligation to disburse additional Grant Funds to Recipient.

Section 5.3 **No Election Required.** Grantor shall have any other right or remedy provided in this Grant Agreement or any other Grant Document, or available at law, in equity, or otherwise in such order and manner as it may select.

Section 5.4 **Rights and Remedies Cumulative.** All rights and remedies described in this Article 5 are cumulative and in addition to any other remedy Grantor may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Grantor's subsequent exercise of such right or remedy nor shall it restrict Grantor's contemporaneous or subsequent exercise of any other right or remedy.

Section 5.5 **No Waiver.** No failure on the part of Grantor to exercise, and no delay in exercising, any right, power, or privilege under this Grant Agreement or any other Grant Document shall operate as a waiver of that right or any other right. No modification or waiver of any provision of this Grant Agreement or any other Grant Document shall be effective unless in writing, and then only in specific instance and for the purpose given. No notice or demand on Recipient shall entitle Recipient to any other notice or demand in other similar circumstances.

Section 5.6 **Payment of Costs of Collection.** In case of an Event of Default or an event which, with the lapse of time or the giving of notice, or both, would become an Event of Default, or in case litigation is commenced to enforce or construe any term of this Grant Agreement or any other Grant Document, to the extent permitted by law the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding. For purposes of this paragraph, reasonable attorneys' fees cannot exceed the rate charged to Grantor by its attorneys, including the Oregon Department of Justice.

## ARTICLE 6 GENERAL

Section 6.1 **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Grant Agreement, any investigation at any time made by Grantor or on its behalf and the making of the Grant.

Section 6.3 **Notice.** Any notice required or permitted under this Grant Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to the parties as follows:

If to Recipient:      Name: City of Troutdale  
                                 Attn: Marlee Boxler  
                                 Address: 219 E Historic Columbia River Highway  
                                 Troutdale, OR 97060  
                                 Telephone: 971-280-0394  
                                 Email: [marlee.boxler@troutdaleoregon.gov](mailto:marlee.boxler@troutdaleoregon.gov)

If to Grantor:        Oregon Tourism Commission  
                                 Attn: Grants Program Manager  
                                 Address: 319 SW Washington Street, Suite 700  
                                 Portland, OR 97204  
                                 Telephone: (971) 717-6205  
                                 Email: [grants@traveloregon.com](mailto:grants@traveloregon.com)

Section 6.4 **Successors and Assigns.** Recipient may not assign this Grant Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of Grantor. This Grant Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

Section 6.5 **Subgrants.** Recipient may not subgrant any portion of the Grant without the prior written consent of Grantor. Notwithstanding an approved subgrant, Recipient shall remain fully responsible for the proper use of all Grant proceeds and for completion of the Project by the Project Completion Deadline. Recipient shall enter into a written agreement with each permitted subgrantee that describes the permitted use of the subgranted funds and requires the subgrantee to comply with the applicable portions of this Grant Agreement, including but not limited to, the record keeping and reporting requirements and auditing requirements set forth in Sections 3.6 and 3.7, as necessary to permit Recipient to satisfy its record keeping and reporting requirements and auditing requirements under this Grant Agreement.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Grant Agreement and the other Grant Documents shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Grant Agreement or the other Grant Documents must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

Section 6.7 **Amendments; Prior Grant Agreements; Headings.** This Grant Agreement may not be modified or amended except by an instrument in writing signed by Recipient and Grantor. This Grant Agreement taken together with the other Grant Documents reflect and set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings relating to such subject matter. The headings in this Grant Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 **Validity; Severability.** If any provision of this Grant Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Grant Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

Section 6.9 **Exhibits.** The exhibits to this Grant Agreement are, by this reference, incorporated into and deemed a part of this Grant Agreement as if they were fully set forth in the text hereof.

Section 6.10 **Time of Essence.** Time is of the essence of this Grant Agreement and each of the Grant Documents.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Grant Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Grant Agreement is an intended beneficiary of this Agreement, and no person not a party to this Grant Agreement shall have any right to enforce any term of this Agreement.

Section 6.13 **Conflicts of Interest.** While Recipient may enter into agreements with contractors, vendors, and other providers of goods and services (collectively, “**subagreements**”) for performance of the Project, Recipient shall not award, enter into, or otherwise participate in any subagreement if a conflict of interest, real or apparent, would arise. Such a conflict arises when any of the following would be a party to the subagreement:

- i. An employee, officer, board member, trustee, or agent of the Recipient (“**Recipient Person**”);
- ii. A Recipient Person’s spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law;
- iii. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse or domestic partner of a Recipient Person;
- iv. Any individual for whom a Recipient Person has a legal support obligation; or
- v. An organization in which any of the individuals identified in (i) through (iv) is a partner, member, or employee.

**IN WITNESS WHEREOF**, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives effective as of the date first above written.

**GRANTOR:**

**RECIPIENT:**

**STATE OF OREGON** acting by and through  
the **OREGON TOURISM COMMISSION**

**City of Troutdale**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Susan Bladholm

Name: Erich Mueller

Title: Chief Administrative Officer

Title: \_\_\_\_\_



## **EXHIBIT A**

### **Project Description**

#### **SCOPE OF PROJECT**

Recipient shall complete the following work as part of the Project:

#### **Describe the project for which funding is requested.**

With its proximity to the Sandy River & attractions, plus connections to existing transit, Troutdale is a prime location to originate a shuttle service. This grant would allow us to conduct a parking management & shuttle feasibility study to alleviate congestion at high visitation sites, increase accessibility of nature & attractions to underserved communities & people with disabilities, & improve local community livability.

The Sandy River is home to 5 popular parks. People come to escape the heat and enjoy swimming & floating. This causes these parks to experience high visitation pressures & a growing parking demand, exasperated by the nature of river floating, which commonly requires multiple vehicles at put in & take out locations, multiplying the parking impact. The result is that Sandy River recreation is not accessible to underserved communities without access to personal vehicles.

The City of Troutdale is currently completing a Destination Strategy with funding from Travel Oregon's Capacity & Small Project Grant. Through this work, we have been able to identify improved access & management of the Sandy River as an opportunity & priority for the city. We see firsthand the impact river recreation has on Glenn Otto Park. On the other side of the river is Lewis & Clark State Recreation Site & the Sandy River Delta Natural Recreation Area. It is not uncommon to see cars lined up & down Historic Columbia River Highway & vehicles parked illegally on shoulders & even along Interstate 84's Exit 18 entrance & exit ramps.

None of TriMet's routes extend East of the Sandy River. Line 80's last stop is Glenn Otto Park. It is the only park along the Sandy River that is served by transit, but service is slated to be discontinued. This route change will also result in Downtown Troutdale no longer being served by public transit. Instead, Line 80 will reroute down 257th Ave, looping around Frontage Road & stopping in front of truck stops. The nearest stop to Downtown Troutdale will be on 257th. While this does connect Line 80 to CAT's Columbia Gorge Express, it results in the loss of 7 stops within our downtown.

Troutdale has several popular attractions that experience high levels of visitation & congestion, most notably McMenamins Edgefield. Located along a 2-lane, unimproved stretch of Halsey Street, Edgefield is a historic poor farm turned destination resort. While TriMet does stop here, it drops people off at a gravel patch adjacent to a road with no sidewalks. Its limited accessibility & lack of safe pedestrian & bicycle connectivity results in a disconnect from other popular attractions. These problems are only exacerbated during their summer concert series. Frequently, traffic is backed up, causing highway congestion & negative sentiments from locals. It also causes delays for Line 77, which is supposed to be increased to frequent service soon, & any emergency vehicles taking the route.

#### **Describe the need for your project and how it strengthens the community you work within.**

The Sandy River is fed by cool, clear glacial waters from Mt. Hood and features stunning scenery and an array of recreation opportunities. On warm summer days people flock to the Sandy River to escape the heat and enjoy swimming and floating in the water. The proximity to Portland, Oregon's largest

Metropolitan area, causes these parks to experience high visitation pressures which is exasperated by increased parking congestion due to visitors bringing multiple vehicles.

Oregon Parks & Recreation Department (OPRD) manages two parks along the river: Dabney State Recreation Area and Lewis and Clark State Recreation Site. Combined visitation for the parks has more than doubled over the past ten years, with the past three years numbers ranging between 600,000 to 750,000 people annually. The Forest Service manages the Sandy River Delta Natural Recreation Area, which is frequently visited by dog owners and bird watchers rather than floaters and sees an estimated 50,000 people annually. Glenn Otto Park and Sandy River Greenway is managed by the City of Troutdale and sees approximately 115,000 people annually, with numbers rising in recent years due to the proximity of popular destination restaurant, Sugarpine Drive-In. These numbers fail to include a few gravel lots near Lewis and Clark and Glenn Otto parks, which likely account for an additional 100,000 to 150,000 visits annually. Combined, this means that the Sandy River is near or at a million visitors annually, most of which visit during the peak summer recreation season.

While the Sandy River is in close proximity to downtown Troutdale, many of the parks are far enough away that walking these distances isn't feasible or safe. Similarly, attractions such as McMenamins Edgefield and the Columbia Gorge Outlets are also located a bit too far for the general public to feel safe and capable of walking to downtown. The downtown core could be a centralized location for shuttle services to originate, bringing more economic development opportunities to small businesses within our local economy. By connecting visitor attractions and outdoor recreation to our downtown, we will be able to create a more authentic, accessible, and cohesive visitor experience for all users. Conducting a feasibility study of shuttle service will allow us to take a strategic and well thought out approach to utilizing transit to serve these recreation and attraction sites. We will be able to evaluate our existing conditions, assess parking and infrastructure needs, review case studies, develop an alternatives analysis, and determine a preferred alternative.

### **Describe how your organization would use these grant funds.**

Troutdale will utilize the grant funds to secure the services of a professional transportation and transit firm with expertise in evaluating parking and the interplay with transit. Additional municipal funds will be utilized, along with personnel time, to complete an evaluation of parking in the downtown Troutdale area and adjacent to the other identified attractions noted in this application. Our scope of work includes conducting a feasibility study for transit/shuttle services connecting facilities adjacent to the Sandy River, along with other key attractions such as McMenamins Edgefield, Columbia Gorge Outlets, Sugarpine Drive-In, and Downtown Troutdale.

We will assure public and stakeholder engagement by interviewing key stakeholders, including land managers and facility operators, and ensuring their views are integrated in the evaluation. A robust public participation process will also be included. We will assure workshops as well as social media and other electronic methods to provide input to the process will be included in the scope of work for the study.

We will ask for case studies of similar transit/shuttle operations throughout the United States, with a focus on successful programs in Oregon. The character of operation, costs, maintenance, and facilities will all be part of the questions answered in the study. Work will integrate with evaluating the parking needs in the downtown, and how parking is impacted by the service, both at origination points and at the facility locations on the river and at attractions. The management of parking will be a key part of the recommendations in the evaluation, not just quantity and location.

The feasibility will need to evaluate other infrastructure costs that must be incurred to allow a shuttle/transit to be successful and evaluate what ancillary services are available to assist in potential

operations. We will also assure the contractor provides estimates of how the transit/shuttle could reduce congestion and create supplemental tourism niche markets.

Following the engagement process and input from stakeholders and intergovernmental partners and providers, a preferred alternative will be identified along with potential methods to fund the service. A final draft of the report will be delivered to all partners.

**If you selected one or more of the four Travel Oregon biennial strategic priorities, please describe how your project aligns with/addresses the selected objective(s).**

This project will evaluate the potential for a specialty transit/shuttle service to reduce high visitation pressures and increase the livability of the Sandy River recreation area and Troutdale. Upon completion of the study, implementation of a shuttle/transit will provide specialty tourism opportunities along the route, in the rental and use of floating devices, in food and beverage services, and other tourism related activities.

With its proximity to the Sandy River & attractions, plus connections to existing transit, Troutdale is a prime location to originate a shuttle service. This grant would allow us to conduct a parking management & shuttle feasibility study to alleviate congestion at high visitation sites, increase accessibility of nature & attractions to underserved communities & people with disabilities, & improve local community livability.

As demonstrated in project need, the Sandy River is a high visitation recreation site that has continued to grow in popularity. It cuts through the boundary of urban and rural, with the Portland Metropolitan Area to the west and the Columbia River Gorge National Scenic Area to the east. Many Troutdale and Corbett residents live in the area because of its close proximity to unparalleled outdoor recreation, but as recreation becomes more popular and accessible, we're met with management challenges that must be addressed. Currently, existing parking lots for recreation sites are beyond capacity during peak summer tourism season. Investing in car-free outdoor recreation opportunities allows the outdoors to be accessible to those without access to personal vehicles and increases community livability by reducing constraints on infrastructure.

It also allows us to support the development of new and existing tourism related facilities by better connecting popular outdoor recreation sites and tourist attractions to lesser visited sites, such as downtown Troutdale. This creates an economic opportunity for small businesses in our community and allows more businesses to enter the market. With TriMet eliminating routes in Troutdale and the Sandy River never being accessible by transit, it also helps our rural community connect with amenities and other transit lines that are still remaining in the city.

**Describe how your project ensures accessibility and inclusion for the selected impacted communities.**

The creation of a method to access the Sandy River Recreational facilities and other attractions in the Troutdale area will provide access and inclusion for the identified communities. TriMet services would be linked to the proposed shuttle/transit service to assure that individuals that do not have vehicles, or have physical limitations that preclude use of individual vehicles, can access recreational and other attractions in the Troutdale region. During the Alternatives Analysis, it will be determined if an accessible shuttle is possible and what infrastructure changes at parks and attractions may be needed to make them more accessible to those with physical disabilities. It is the City's desire to seek a shuttle solution that increases accessibility and improves ADA access, as many of our attractions and parks

are currently not meeting the accessibility needs of our community and visitors. While much of our application has discussed the Sandy River, we believe that this study would help us determine more accessibility solutions for our downtown, as it is restricted due to topography. Increasing accessibility allows us to increase community livability for our residents as well as meeting the needs of visitors of all abilities. A shuttle would also allow more options for those without access to personal vehicles for financial reasons to still have access to nature.

### **Was this project identified as an area of focus as the result of an assessment or planning process?**

This project emerged from our currently underway Destination Strategic Plan funded by Travel Oregon's Capacity and Small Project Grant. During the stakeholder survey, the Sandy River was strongly identified as an experience respondents love to share with others and one of the top three visitor draws. Our destination vision also touches on this project, by envisioning Troutdale as an innovative transportation hub for unparalleled outdoor recreation and car-free travel and improving and integrating outdoor recreation experiences. When asked what the best tactical opportunities to advance the positive impact of local tourism are, 75% of our stakeholders identified providing more opportunities to experience outdoor recreation in the region and alleviating traffic congestion during peak tourism season in areas of high visitation as a significant or very significant opportunity. 75% of stakeholders also identified congestion at peak use recreation areas as a significant or very significant challenge.

Recent community planning projects to develop the 2040 Town Center Plan identify the critical nature of parking facilities and/or alternate access to attractions. Work on the proposed development of the Troutdale Riverfront Renewal Plan and the Confluence site north of the downtown and adjacent to the Sandy River also identify parking demand and management as key issues that must be addressed to assure success.

### **How will you measure the success of your project?**

Short term goals include all background research, data collection, and public input on issues and opportunities.

We anticipate that the city-funded parking study and grant-funded shuttle feasibility study will begin simultaneously in January of 2024. Between January and June all background research will be conducted, including the parking inventory, evaluation of existing conditions, case study review, Technical Advisory Committee (TAC) Meeting #1, and key stakeholder interviews. The seasonality of summer recreation and tourism means that any data gathering, such as the parking survey and Public Workshop #1: Issues and Opportunities, will be conducted in July and August.

Long term goals include public input on shuttle route alternatives, cost analysis, preferred alternative analysis, funding opportunities, parking management plan, and shuttle feasibility report.

Once all background research, data collection, and public input has been completed, consultants will develop the shuttle alternatives analysis and conduct Public Workshop #2. The potential routing and stops, likely headway and frequency, fleet needs, parking needs, and other infrastructure needs and estimate operations costs will be identified for each alternative. Coordination between the shuttle feasibility study and parking study will help determine infrastructure and parking needs and costs.

Once the alternatives analysis is detailed in a technical memo, it will be shared with the TAC at TAC Meeting #2 and shared with the public at Public Workshop #2. Finally, we will determine a preferred alternative based on the technical analysis, input from the TAC, and input from the public engagement sessions. By April 2025 we will have a shuttle feasibility report to share in the accomplishment report. The Shuttle Feasibility Report will document the process, cover the alternatives analysis, preferred alternative, and implementation plan to help guide the City of Troutdale and our partners in successfully launching and operating a shuttle service to the recreation areas identified.

## Project Timeline, Sandy River Recreation Areas and Troutdale Attraction Shuttle Feasibility & Parking Management Study

Date	Deliverable	Measure of Success
November 15, 2023	Grant award notification	Notification received
January 2024	Task 1.1 - Project Team Kick-off Meeting	Meeting held before Jan 31, 2024
February 2024	Begin background research, case study review, and parking inventory	
February 2024	Task 2.1 - Technical Advisory Committee Kick-off Meeting	Meeting held by February 29, 2024
March - May 2024	Conduct Key Stakeholder interviews	Interviews conducted by May 31, 2024
June 2024	Complete background research, case study review, and parking inventory	Case study review summary by June 30, 2024
July - August 2024	Conduct TAC Meeting #1: Issues and Opportunities	Meeting held by August 31, 2024
July - August 2024	Conduct Public Workshop #1: Issues and Opportunities	Workshop held by August 31, 2024
August 15, 2024	Mid-Project report due	Mid-project report submitted for 2023 Competitive Grant Program
September - December 2024	Shuttle alternatives development and analysis	Alternatives Analysis Techn Memo by December 31, 2024
January - February 2025	Conduct TAC Meeting #2: Shuttle Route Alternatives	Meeting held by February 28, 2025
January - February 2025	Conduct Public Workshop #2: Shuttle Route Alternatives	Workshop held by February 28, 2025
March 2025	Draft Shuttle Feasibility Report	Draft Feasibility Report due by March 31, 2025
April 2025	Final Shuttle Feasibility Report & Project report due to Travel Oregon	Final project report submitted by April 30, 2025

## **REPORTING REQUIREMENTS**

### **Mid-Project Report Due August 15, 2024**

The Mid-Project Report requires an update on the status of the project and a current project budget to be submitted to Travel Oregon nine months after award notification.

### **Grant Accomplishment Report and Final Budget Due April 30, 2025**

Project must be completed, and Grant Accomplishment Report submitted to Travel Oregon. The final budget along with copies of detailed project expenses (receipts) must be uploaded as part of the report. No further reimbursement will be provided after submission of the report.

## **ADDITIONAL REQUIREMENTS**

Grantor requires Recipient to use a tourism lens throughout the project and especially when conducting the Sandy River Shuttle Feasibility Study. Considerations need to be made surrounding reduction of high visitation pressures by those traveling from outside a 50-mile radius of the local community. As part of the Sandy River Shuttle Feasibility Study Scope of Work, Recipient must include Grantor as a “key stakeholder” to be interviewed. Grantor requests Recipient consider including Grantor in the Technical Advisory Committee meetings for the project, if Grantor has availability to attend.

EXHIBIT B:  
Sources and Uses of Funding Budget

City of Troutdale / Explore Troutdale Sandy River Recreation & Troutdale Attraction Shuttle Feasibility & Parking Management Study					
INCOME					
		BUDGET		Actual	
		Cash	In-Kind	Cash	In-Kind
<i>Grant Request (place in "Cash" column)</i>		<i>\$100,000.00</i>			
OTHER INCOME					
Staff Time - Project Management (Labor cost plus overhead factors - \$157.97 x 160 hours)			\$25,275.20		
City of Troutdale (Street Fund)		\$12,750			
City of Troutdale (Street Improvement)		\$12,750			
City of Troutdale (General Fund - Planning)		\$25,500.00			
SUB TOTAL INCOME		\$151,000.00	\$25,275.20	\$0.00	\$0.00
TOTAL INCOME		\$176,275.20		\$0.00	
EXPENSES					
LINE ITEM		BUDGET		Actual	
		Cash	In-Kind	Cash	In-Kind
1	Staff Time - Project Management (Labor cost plus overhead factors - \$157.97 x 160 hours)		\$25,275.20		
2	Downtown Parking Study - Study to optimize existing parking in the Central Business District and to identify and assess opportunities for developing additional public parking, including ADA and bicycle parking	\$51,000.00			
3	Kittelson & Associates, Inc. - Sandy River Recreation and Troutdale Attractions Shuttle Feasibility Study - Project Management and Coordination	\$20,890.00			
4	Kittelson & Associates, Inc. - Sandy River Recreation and Troutdale Attractions Shuttle Feasibility Study - Public and Stakeholder Engagement (159	\$31,525.00			
5	Kittelson & Associates, Inc. - Sandy River Recreation and Troutdale Attractions Shuttle Feasibility Study - Shuttle Alternatives Analysis (136 hours)	\$27,385.00			
6	Kittelson & Associates, Inc. - Sandy River Recreation and Troutdale Attractions Shuttle Feasibility Study - Report Documentation (105 hours)	\$20,200.00			
Data Collection		\$151,000.00	\$25,275.20	\$0.00	\$0.00
TOTAL EXPENSES		\$176,275.20		\$0.00	



## **RESOLUTION NO.**

### **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON TOURISM COMMISSION FOR A 2023-2025 COMPETITIVE GRANTS PROGRAM GRANT.**

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

1. That the Oregon Tourism Commission, doing business as Travel Oregon, helps develop and improve the economies of communities throughout Oregon by means of the improvement, expansion and promotion of the visitor industry.
2. That the City and Travel Oregon through the tourism destination management program work cooperatively leverage budgets, advertising, services, and information for the benefit of all tourism entities in their area.
3. That the City through the Gateway to the Gorge Visitor Center “Explore Troutdale” program is the official local destination management organization (DMO) for the area, as part of the Regional Destination Management Organization the Mt. Hood and Columbia River Gorge Regional Tourism Alliance.
4. That Travel Oregon administers the 2023-2025 Competitive Grants Program to develop and improve the economies of communities throughout Oregon by means of the improvement, expansion and promotion of the visitor industry.
5. That the City as an eligible local government and local DMO the applied to the Travel Oregon grant program for the *Sandy River Recreation Areas and Troutdale Attraction Shuttle Feasibility and Parking Management Study* (the Project).
6. That Travel Oregon approved the City’s \$176,275.20 Project application and awarded grant funds in an amount not to exceed \$100,000 subject City Council approval, with \$76,275.20 of required local matching funds provided from budgeted parking study and project management in-kind staff hours.
7. That the Oregon Revised Statutes (ORS) 190.110 provides the necessary authority for the City and the Oregon Tourism Commission to enter into an intergovernmental agreement (IGA) for the grant agreement.

8. That an IGA is necessary to implement the approved Project grant, and the City and the Oregon Tourism Commission desire to enter into the IGA, which will serve a valuable, necessary and authorized public purpose, and that doing so is in the best interest of the City.

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

Section 1. Agrees now that the City enter into an IGA with the Oregon Tourism Commission for the 2023-2025 Competitive Grants Program and approves the Grant Agreement IGA in substantial conformity with Exhibit A of the Staff Report, but with any changes the City Official may determine necessary.

Section 2. Economic Development Coordinator Marlee Boxler is hereby designated as the City Grant Project Manager for this Project, 2023-2025 Competitive Grants Program Grant No. 101-1023GR.

Section 3. The City Council finds that in accordance with the authority granted in Oregon Revised Statute (ORS) 190.110 entering into an IGA with the Oregon Tourism Commission to develop and improve the economy of Troutdale by means of the improvement, expansion and promotion of the visitor industry in Troutdale, which serves a valuable, necessary, and authorized public purpose and is in the public interest.

Section 4. The City Manager Ray Young, and Finance Director Erich Mueller, (each an "City Official") are designated, or a designee of the City Official, to act on behalf of the City, and without further action by the City Council, the City Official is hereby authorized, empowered and directed to sign the IGA on behalf of the City, and any and all other required and necessary documents to implement the intent of the IGA and this resolution.

Section 5. The City Official is hereby authorized to execute, acknowledge and deliver the IGA, 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 this resolution, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 6. 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, extensions, 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 7. Further, as applicable, to comply with State statutes, administrative rules or local ordinances, and to act in the best interest of the City, and without further action by the City Council, the City Officials are hereby authorized, directed, and responsible for fulfilling the ministerial, intergovernmental, technical, compliance, procedural or promotional functions as required for the effective administration and implementation of the IGA and this resolution, and to take any other action as may be advisable, convenient, necessary, or appropriate, and the execution thereof by any such City Official shall be conclusive as to such determination.

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

Section 9. Upon adoption this Resolution shall take effect back to November 15, 2023.

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

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**Randy Lauer, Mayor**  
**Date:**

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



# STAFF REPORT

**SUBJECT:** A Resolution Approving a Short-Term Extension of Exclusive Franchise Agreement with Waste Management of Oregon

**MEETING TYPE:** City Council - Regular Meeting

**MEETING DATE:** December 12, 2023

**PRESENTER:** Ryan Largura

**DEPARTMENT / AFFILIATION:** Department of Public Works

**ACTION REQUIRED:** Resolution (Consent)

**PUBLIC HEARING:** No

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

**STAFF RECOMMENDATION:** Approval

**Exhibits:**

None

**Subject Relates to:**

☐ Council Goals    ☐ Legislative    ☐ Land Use / Development    ☒ Other  
(describe)

Provision of recycling and solid waste services provided by hauler through an exclusive franchise agreement.

**Discussion Points:**

- The City's exclusive franchise agreement with Waste Management expires December 31, 2023.

**Background:**

The current "Exclusive Franchise Agreement with Waste Management of Oregon to provide Recycling and Solid Waste Collection Services in the City of Troutdale" expires on December 31, 2023. The current Agreement took effect January 1, 2016, for a period of eight years. The Troutdale Municipal Code (TMC) Section 8.40.050 requires that the City and franchisee enter into a written Agreement describing duties and responsibilities of each party, and that such agreement be authorized through a resolution of the City Council.

At the January 10, 2023, City Council Regular Meeting, staff presented City Council the option to either negotiate with Waste Management (WM) for a renewal of their Franchise Agreement

(Agreement) or conduct a competitive bid process with potential haulers. City Council directed staff to proceed with negotiations with the general intent to retain Waste Management as the City's franchised waste hauler.

At the October 24, 2023, meeting Staff presented to City Council highlights of potential changes to the current Agreement. The Council discussed the matter, took public comment, and directed Staff to return with a Resolution and Agreement along the lines presented.

Since that Council meeting, Staff has worked with Waste Management to finalize the franchise agreement. The current working draft of the Agreement proposes to carry over many of the same sections in the current Agreement albeit in a new format to improve organization of Agreement sections and contemplates some additions or enhancements to services for Troutdale's residents and businesses. The City and Waste Management have been working hard to finalize the agreement, but have not finalized it yet. It should be ready for Council approval in January or February 2024. This would potentially leave a short gap with no agreement.

**Summary:**

It is in the best interests of the City for the Council to approve a short-term extension of the existing Agreement for ninety (90) days to allow both parties to continue negotiations on the new Agreement so as to better serve the public.

**Pros & Cons:**

## Pros:

- Provides additional time for terms of the new Agreement to be negotiated.
- The additional time allows the negotiation of potentially improved services for the public to be included in the new Agreement.


## Cons:

- The status quo of services in the existing Agreement will continue.
- The extension will delay City Council's review of potentially adding new self-locking carts and the roll-out of said new carts.

**Oversight:**

- *Budget Impact:* ☐ Yes, current year (describe) ☒ Yes, future (Added services in the new Agreement may come with added cost to the City) ☐ N/A
- *Community Involvement Process:* ☐ Yes (describe) ☒ N/A
- *Approval by City Attorney:* ☒ Yes ☐ N/A

**Reviewed and Approved by the City Manager:** \_\_\_\_\_



## **RESOLUTION NO.**

### **A RESOLUTION APPROVING A SHORT-TERM EXTENSION OF EXCLUSIVE FRANCHISE AGREEMENT WITH WASTE MANAGEMENT OF OREGON.**

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

1. The City and Waste Management of Oregon ("WM") are parties to that certain Exclusive Franchise Agreement whereby WM is authorized to provide solid waste and recycling collection services within the City ("Existing Franchise Agreement").
2. The Existing Franchise Agreement commenced on January 1, 2016 and continues for a period of eight (8) years expiring on December 31, 2023.
3. The City desires to continue authorizing WM to provide such services within the City and does not intend to authorize a new franchise service provider.
4. The City and WM have been negotiating the terms of a new exclusive franchise agreement; however, the parties have not yet finalized the terms of the new agreement.
5. That the City finds it to be necessary, expedient, beneficial to the community, and in the best interests of the City, to enter into a short-term extension of the Existing Franchise Agreement in order to allow the parties to continue their negotiations on the new long-term franchise agreement, and that doing so serves a valuable and necessary public purpose and is an authorized public purpose.

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

Section 1. Based on the above findings set forth herein, the City Council hereby approves an extension of the Existing Franchise Agreement for a period of ninety (90) days.

Section 2. All other terms of the Existing Franchise Agreement shall remain in full force and effect.

Section 3. The City Manager Ray Young and Finance Director Erich Mueller (each an "City Official") are designated to act individually and/or jointly, on behalf of and in the best interest of the City and without further action by the City Council, and are hereby,

authorized empowered and directed to execute any such necessary documents on behalf of the City to implement the intent this resolution.

Section 3. This Resolution shall take effect immediately upon adoption.

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

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**Randy Lauer, Mayor**  
**Date:**

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

# 2024 CITY COUNCIL REGULAR MEETINGS *and* URBAN RENEWAL AGENCY MEETINGS

January 2024	February 2024	March 2024
CC Jan. 9 – 7:00pm	CC Feb. 13 – 7:00pm	CC Mar. 12 – 7:00pm
CC Jan. 23 – 7:00pm	CC Feb. 27 – 7:00pm	CC Mar. 26 <i>(if needed)</i>
URA Jan. 16 – 7:00pm	URA Feb. 20 <i>(if needed)</i>	URA Mar. 19 <i>(if needed)</i>
April 2024	May 2024	June 2024
CC Apr. 9 – 7:00pm	CC May 14 – 7:00pm	CC Jun. 11 – 7:00pm
CC Apr. 23 <i>(if needed)</i>	CC May 28 – 7:00pm	CC Jun. 25 – 7:00pm
URA Apr. 16 <i>(if needed)</i>	URA May 21 <i>(if needed)</i>	URA Jun. 18 – 7:00pm
BC Apr. 15 & 17 – 6:00pm BC Apr. 22 <i>(if needed)</i>		
July 2024	August 2024	September 2024
CC Jul. 9 – 7:00pm	CC Aug. 13 <i>(if needed)</i>	CC Sept. 10 – 7:00pm
CC Jul. 23 <i>(if needed)</i>	CC Aug. 27 – 7:00pm	CC Sept. 24 – 7:00pm
URA July 16 <i>(if needed)</i>	URA Aug. 20 <i>(if needed)</i>	URA Sept. 17 <i>(if needed)</i>
October 2024	November 2024	December 2024
CC Oct. 8 – 7:00pm	CC Nov. 12 – 7:00pm	CC Dec. 10 – 7:00pm
CC Oct. 22 – 7:00pm	CC Nov. 26 <i>(if needed)</i>	CC Dec. 24 <i>(cancelled)</i>
URA Oct. 15 <i>(if needed)</i>	URA Nov. 19 <i>(if needed)</i>	URA Dec. 17 <i>(if needed)</i>
		BC WS Dec. 3 – 6:00pm

CC = City Council  
URA = Urban Renewal  
BC = Budget Committee





THE CITY OF  
**TROUTDALE**  
OREGON  
EST. 1907

# STAFF REPORT

**SUBJECT:** Report from the Public Safety Working Group

**MEETING TYPE:** City Council - Regular Meeting

**MEETING DATE:** December 12, 2023

**PRESENTER:** Carol Allen and Tanney Staffenson

**DEPARTMENT / AFFILIATION:** Executive

**ACTION REQUIRED:** Information / Discussion

**PUBLIC HEARING:** No

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

**STAFF RECOMMENDATION:** N/A

## Exhibits:

- A. Council Resolution Establishing Public Safety Working Group
- B. Recommendation Regarding Law Enforcement Services
- C. Recommendation Regarding Fire Services

## Subject Relates to:

- ☐ Council Goals
 ☐ Legislative
 ☐ Land Use / Development
 ☒ Other
- Preparation for the law enforcement (LE) and Fire IGA's ending

## Discussion Points:

- What process should the City go through in preparing to provide police and fire services to the residents when the current contracts expire

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**Background:**

The City is currently being provided fire protection services under an Intergovernmental Agreement (IGA) with the City of Gresham. The fire IGA was a “joint” contract which included services to Wood Village and Fairview also. Each city paid an amount based upon our proportional populations. The City is also being provided law enforcement services under an IGA with the Multnomah County Sheriff’s Office. This contract was only between the City and MCSO. The other two cities are under their own, separate, IGA with Multnomah County for LE services. Both of our agreements are for 10-years and end on the same date, June 30<sup>th</sup>, 2025.

The providing of fire and law enforcement protection is one of the most fundamental services that any government can provide its residents. It is also one of the most expensive services that the citizens pay for. In the first year of the contract, budget year 2015-16, the City paid \$2,826,656 for law enforcement services, and paid \$1,856,715 for fire services. In this budget year, 2023-24, we budgeted to pay \$4,605,038 for law enforcement services, and \$2,726,394 for fire. The total of these two expenses consumes approximately one half of our regular General Fund income.

Staff has no reason to believe that there are any significant deficiencies in how Gresham and Multnomah County are providing these services. It is entirely possible that the City will chose to renew the IGA’s and continue getting its law enforcement and fire protection services from these two providers. However, considering that these expenses have a significant impact on our General Fund, they are both very important to our residents, and with the anticipated rising costs for these services, the City should carefully evaluate these, and other options, to provide these critical services in the future.

On September 27<sup>th</sup>, 2022, the Council created the Public Safety Working Group (PSWG) pursuant to Resolution 2578. (Attached hereto as Ex. A). The primary charge to the Group was “... identifying what questions should be considered in preparing for the upcoming IGA renegotiations, to gather the necessary information to address those questions, and request the retention of consultants or studies to assist in the gathering of information.”

The PSWG consisted of seven members, 2 from Council, 2 from the Budget Committee and 3 from the Public Safety and Equity Committee. Ultimately the Group consisted of Mayor Lauer, Councilor Wittren, Carol Allen, Tanney Staffenson, Twilla Harrington, Rich Allen and Victoria Rizzo. The Group met four times between August 9<sup>th</sup>, 2023, and November 13<sup>th</sup>, 2023. The Council, by motion, extending the Group’s reporting period to December 13<sup>th</sup>, 2023.

During those meetings the Group reviewed a substantial amount of information, received input from 5 experts in fire or police services, allowed for public testimony and considering what path the City should take in preparing for the future of Law Enforcement and Fire protection in the City. The Group’s recommendations for each service are attached as exhibits B and C.

**Pros & Cons:**

Pros:

- N/A

Cons:

- N/A

**Oversight:**

- *Budget Impact:* ☐ Yes, current year (describe) ☒ Yes, future (describe) ☐ N/A  
LE and Fire services are the two biggest budget line-item expenses in the General Fund.
- *Community Involvement Process:* ☒ Yes (describe) ☐ N/A  
Community was allowed 4 meetings to comment
- *Approval by City Attorney:* ☐ Yes ☒ N/A

**Reviewed and Approved by the City Manager:** \_\_\_\_\_

## **RESOLUTION NO. 2578**

### **A RESOLUTION CREATING THE AD HOC PUBLIC SAFETY SERVICES DELIVERY WORKING GROUP.**

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

1. That the delivery of public safety services, fire and emergency medical services and law enforcement services, is a core responsibility of local government.
2. That fire and emergency medical services have been, and are currently, being successfully delivered by the Gresham Fire and Emergency Services Department through an Intergovernmental Agreement (IGA) with the City of Gresham.
3. That law enforcement services have been, and are currently, being successfully delivered by the Multnomah County Sheriff's Office through an IGA with the Multnomah County.
4. That both of these essential public safety IGA's are of significant annual costs and use of Troutdale citizens taxes, and renegotiation of the IGA's is necessary prior to their scheduled expiration on June 30, 2025.
5. That the Troutdale Budget Committee unanimously passed a motion on April 20, 2022 requesting the City Council to create an ad-hoc committee to review these public safety delivery options; and the Public Safety and Equity Committee is responsible for "evaluating ... matters relating to public safety, including law enforcement, fire and medical services...".
6. That an ad hoc working group to conduct research of potential options for delivery of these public safety services will serve a valuable, necessary and authorized public purpose, and that doing so is in the best interest of the City.

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

Section 1. In recognition of the above findings, and to honor the request of the Budget Committee and charge to the Public Safety and Equity Committee, the ad hoc Public Safety Services Delivery Working Group (PSWG) is hereby created.

Section 2. The PSWG is tasked with identifying what questions should be considered in preparing for the upcoming IGA renegotiations, to gather the necessary information to address those questions, and request the retention of consultants or studies to assist in

the gathering of information. PSWG shall report their findings to the City Council on September 27<sup>th</sup>, 2023, but shall make no recommendations.

Section 3. The PSWG meetings, and work, shall conducted pursuant to TMC 2.20.040 and TMC 2.20.060, the same as if they were a city committee.

Section 4. The PSWG shall initially be composed of 7 members. The Public Safety and Equity Advisory Committee shall appoint from its members 3 members to the PSWG. The Budget Committee shall appoint from its members 2 members to the PSWG. The City Council will appoint 2 Council members to the PSWG. All appointments shall be completed by December 15<sup>th</sup>, 2022.

Section 5. The PSWG shall begin meeting in January 2023 and shall meet as often as they deem necessary to complete its task.

Section 6. The PSWG shall expire on September 27, 2023, and shall turn over all of their work product to the City Manager and the City Council.

Section 7. This Resolution shall take effect immediately upon adoption.

**YEAS: 4**

**NAYS: 3**

Councilor White, Councilor Moon, Councilor Ripma

**ABSTAINED: 0**



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**Randy Lauer, Mayor**

**Date: September 28, 2022**



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**Sarah Skroch, City Recorder**

**Adopted: September 27, 2022**

**Recommendations to City Council from the Public Safety Working Group  
regarding information to be gathered to assist in determining the best path  
forward for Troutdale Law Enforcement July 1<sup>st</sup>, 2025, forward.**

1. Review/hire consultant to compare current service level, get information from similar sized cities regarding service levels and determine what is desirable/recommended.
2. If increasing LE coverage in Troutdale is desirable, consider the type and cost of lower cost alternatives to sworn LE personnel for LE duties not requiring sworn LE personnel. (Park Rangers, more code compliance FTE, private security for parks and other areas, neighborhood watch, redlight cameras, etc.)
3. After desired FTE/level of service determined, request a bid from City of Gresham for “desirable” level of sworn LE services.
4. After desired FTE/level of service determined, request a bid from Mult County for “desirable” level of LE services.
5. Request a consultant to prepare estimate for one time startup costs to re-create the Troutdale Police Department and annual General Fund budgetary cost of a TPD at the desirable LE service level. Coordinate with Wood Village and Fairview to include them in additional financial analysis of creating a larger Three Cities Police Department.
6. If alternatives to sworn officers is suggested, ask for a determination of cost.
7. Get a report from MCSO, if available, of the current comparison of “discretionary” v. “non-discretionary” time for patrol deputies in Troutdale.
8. Get a report from MCSO, if available, of what percentage of time is in district v. out of district for patrol deputies in Troutdale.



9. Determine what is a “baseline” of LE service that a Multnomah County resident receives v. what we currently receive under our IGA.
10. Review our current IGA to determine what terms need greater clarification to insure as much “control” and value as possible in a future contract.
11. Get an analysis done by a commercial real estate broker to determine the market rate for leasing the Troutdale Police Community Center, and recommendations for appropriate lease terms.

**Recommendations to City Council from the Public Safety Working Group regarding information to be gathered to assist in determining the best path forward for Troutdale Fire Protection July 1<sup>st</sup>, 2025, forward.**

1. Review current service levels and response times and determine what is desirable.
2. Request a consultant to determine likely financial impact of voter approved new fire district or annexation into Fire District 10. Impact on citizens and the City's General Fund. Coordinate with Wood Village and Fairview for cost sharing.
3. Request a bid from City of Gresham for new 10-year fire contract.
4. Request a bid from City of Gresham for "rolling" one year fire contracts pending Gresham's decision on future financing of fire services, or a fire district.
5. Review current contract and determine additional terms to better define contracted level of service.
6. Schedule Gresham Fire and Emergency Services Chief to appear before Council in the first quarter of 2024 to present the contractual annual report.



# STAFF REPORT

**SUBJECT:** AN ORDINANCE AMENDING TROUTDALE MUNICIPAL CODE CHAPTER 13.20  
PERTAINING TO DOGS IN CITY PARKS

**MEETING TYPE:** City Council - Regular Meeting

**MEETING DATE:** December 12, 2023

**PRESENTER:** Travis Hultin

**DEPARTMENT /  
AFFILIATION:** Public Works

**ACTION  
REQUIRED:** Ordinance - Adoption

**PUBLIC  
HEARING:** Yes

**COMMITTEE / COMMISSION  
RECOMMENDATION:** Approval

Parks Advisory Committee

**STAFF RECOMMENDATION:** Approval

PW Director & Parks Superintendent

## Exhibits:

- A. Redlined Version of proposed amendments to Chapter 13.20
- B. Pages 15 & 27, Appendices B5 & B6 of the final approved 2023 Parks Master Plan
- C. Mayor Lauer's 1/12/2021 Proclamation declaring Troutdale a dog-friendly City.

## Subject Relates to:

☐ Council Goals    ☒ Legislative    ☐ Land Use / Development    ☐ Other (describe)

Amend Troutdale Municipal Code(s) 13.20

## Discussion Points:

- Should dogs be allowed in some City parks that would be chosen only by the City Council and designated only by Resolution?
- Will allowing dogs in Council-selected City parks be responsive to the expressed desires of Troutdale residents and park users?
- Should the municipal code change to accommodate, at least to a limited degree, the practical reality of residents who commonly bring their dogs to parks presently?
- Does the proposed ordinance revision appropriately merge the PAC's recommendations and the Council's direction?

- Does the proposed ordinance provide an appropriate framework for permitting dogs in some City parks while adequately protecting other parks and sensitive areas within parks?
- Does the proposed ordinance provide an appropriate framework for rules, and enforcement of rules, relating to dogs in City parks?
- Enforcement of pet rules for parks is an existing and ongoing challenge, whether or not dogs are allowed in any parks.

**Background:**

Title 13 of the Troutdale Municipal Code addresses “Street Trees, Parks, and Recreation Areas”.

Chapter 13.20.160, Domestic Animals, addresses “dogs and other domestic animals”. Dogs specifically are by far the most common domestic animal that park users might bring to a City park, with all other domestic animals combined constituting a tiny percentage. Therefore, for ease of the reader, wherever the term “dog” is used herein it should be understood to refer to “dogs or other domestic animals”.

The existing definitions in Chapter 13.20 define the “Director” (for the purposes of that chapter) as the Community Development Director since the Parks Division was in the Department of Community Development when the existing ordinance was adopted. Several years ago, the Parks Division was moved into the Public Works Department, and since then the City staff have construed Director in Chapter 13.20 to mean the Public Works Director as a practical matter when the context clearly suggests so, pending a formal update to that chapter.

Troutdale Municipal Code 13.20.160 states that dogs are prohibited from all City parks and Greenways, regardless of leashed or not. The existing code also grants authority to the Director to designate pet areas (within parks) where dogs are permitted either on or off-leash. In recent years, the City has relaxed its attitude to dogs in parks through official proclamations, the installation of practical dog-related infrastructure such as waste disposal stations, and relaxed enforcement of dog prohibitions at many parks. In recent years, responding to desires of residents expressed by and/or through the PAC, previous Public Works Directors have somewhat broadly exercised the authority granted by existing code to allow dogs in select parks as a quiet “pilot” program. Some parks have had “No Dogs” signs removed, while others have not. There is ambiguity surrounding regulations and the de-facto status quo is that dogs are often present in most or all Troutdale parks, leashed and unleashed, despite existing code prohibiting them.

Dogs being allowed in Troutdale Parks is a topic with strong feelings on both sides of the issue. Despite the existing code, dog walking is ubiquitous in most or all City parks. The Parks Division fields many inquiries about dogs, and questions about what is allowed and what is not, and the current ambiguity has led to semi-frequent complaints. Most notably, the public outreach process conducted by MIG as part of the recently approved Parks Master Plan process demonstrated that the community views dog-friendly park access as the most popular overall choice for improvements in the City’s Parks system.

The City held the grand opening of its first-ever off-leash dog park at Columbia Park on October 22nd, meeting a long-held goal of the City and one of the goals outlined in the Parks Master Plan, to address the community's need for a place to exercise their dogs and for socialization of dogs and people. The off-leash dog park, while an important and laudable step, cannot adequately serve the needs of the entire community of Troutdale or their pets, and does not entirely fulfill the desires of the community expressed during the Parks Master Plan process. In researching the topic, staff has found that all of the other east county cities generally allow dogs on-leash in their city parks. Troutdale is unique amongst its east county neighbors in having a general prohibition of dogs in its parks. While other dog-friendly parks exist in east county, they are not within walking distance or a short drive for most residents, and are certainly not convenient nor readily accessible for the frequent, even daily, active recreation or exercise with their pets that many residents desire. Exhibit B attached herewith, from the Parks Master Plan, shows dog-friendly park access as the top-rated parks priority for Troutdale residents overall, and in 6 out of 10 neighborhoods sampled, including the entire east side of the City.

Though allowing dogs in parks is the most popular potential parks amenity among Troutdale residents, it is important that the City remain sensitive and compassionate to those who are uncomfortable around dogs, those who don't like dogs, and in some cases even have an innate fear of dogs. With that in mind, the PAC and staff have sought to provide some basic protections in this ordinance for park users that may want to avoid close contact with dogs in Troutdale's parks.

While access for pets in City parks is a relatively popular proposition among Troutdale's parks users, there are some areas that are ill-suited to dog access due to the nature of their use (e.g., play structures, beaches, sports fields) and where dogs should still not be allowed, even in Parks where dogs are permitted. Additionally, certain environmentally sensitive areas require protection from domestic animal access, either temporarily or permanently, including in some cases as a condition of environmental permits that the City is bound by.

Enforcement provisions in the existing code provide no incentive to comply for violators. Existing code provides that a park user can be ejected from a park, and excluded for a period of time, for violating parks rules. If a person violates an exclusion order, the City's only remedy is to eject them again. Considering it critically, that effectively means there is no real motivation for a person to comply with an exclusion order, as the only consequence, if they are even caught, is to be ejected from a park they were already excluded from. Therefore, staff proposed, and the PAC supported, escalating fines for violation of an exclusion order, similar to violation provisions in various other parts of the municipal code.

The existing code empowers City staff and the police to seize property of a park user when used in violation of parks rules. Pets are very different from other property, a very unique class of property, being sentient living things and being that pet owners have a powerful emotional connection to their animals. That being the case, staff suggests that there should be a higher bar, and far narrower circumstances, when seizure of a pet would be warranted, and the PAC ultimately concurred. The Multnomah County Animal Services Code and State Law already set out appropriate circumstances when a pet can or should be taken from its owner by a government authority.

The Parks Advisory Committee spent considerable time reviewing and discussing proposed updates to the subject code at its regular meetings during the months of July, August & September 2023. They provided several opportunities for public input, and heard public input, in addition to the substantial public input provided by the Parks Master Plan. Ultimately, on 9/20/2023 the PAC voted to recommend an updated ordinance that generally allowed dogs in City parks, while including provisions establishing administrative authority to exclude dogs from select parks or designated areas within parks. The PAC's input, perspectives, and collaboration were invaluable in the process of drafting the proposed ordinance presented to the Troutdale City Council in October, and by extension the modified version presented to Council today.

At the October 10, 2023 City Council Meeting, staff presented to Council an ordinance amending the municipal code as developed in collaboration with the PAC. This version of the ordinance removed the prohibition of on-leash dogs in City parks generally, while establishing administrative authority to designate entire parks, or areas within parks, as prohibited for dogs or other domestic animals. This ordinance also addressed definitions, rules for dogs in parks, and updates to the enforcement provisions of the parks code. The Council rejected that proposed ordinance, holding that dogs should not be generally allowed in City parks, and should only be permitted in a few select parks to be chosen by the Council. The Council provided direction to staff that dogs should still be generally excluded from all City parks, and that any revision to the ordinance should establish that the Council may designate by Resolution any park(s) that generally allow dogs on-leash. The Council directed staff to bring back such version of the ordinance at a later date. The ordinance presented at this Council Meeting is intended to comport with the Council's direction.

At the November 14, 2023 regular Council meeting, Staff presented to Council a first reading (Ordinance Introduction) of an updated revised ordinance in accordance with the Council's direction provided at the October 10<sup>th</sup> meeting. Council discussed the matter thoroughly and held a public hearing on the matter, receiving testimony generally in support of allowing dogs into some or all City parks. Council discussions and public testimony from that meeting are summarized in the meeting minutes that are on the consent agenda for this December 12<sup>th</sup> meeting. Council directed staff to make one further revision to the proposed ordinance, specifically changing the provision in 13.20.160(B) to reserve the authority to designate pet areas within parks to the Council rather than the Director. The Council additionally directed staff to bring a companion Resolution to the 2<sup>nd</sup> reading of the Ordinance to designate Sunrise Park and the Beaver Creek Greenway as on-leash parks, as well as designate the off-leash dog park within Columbia Park. That Resolution is the subject of a subsequent agenda item at this December 12<sup>th</sup> Council meeting.

**Summary:**

Proposed updates to TMC 13.20.020 include updated and additional definitions to facilitate the provisions that would allow dogs in select parks and provide a framework for rules pertaining to dogs in parks. This includes a housekeeping revision to change the "Director" (for purposes of Chapter 13.20) from the Community Development Director to the Public Works Director.



The currently proposed amendments to 13.20.160 Domestic Animals retain the general exclusion of dogs from City parks, both on and off-leash. New language is added establishing that the City Council may designate specific parks where dogs are generally permitted on-leash. 13.20.160(B) is revised to reserve the designation of pet areas within parks to the Council. The proposed Ordinance specifies certain exclusionary areas (playgrounds, sports fields, beaches) outright within any park, including Council-designated on-leash dog parks. The current draft removes the previously proposed 100' buffer from surface waters following comments from the public at the October 10th Council hearing, and consultation with environmental permitting staff. It outlines basic rules for handlers, including responsible disposal of pet waste into appropriate containers and basic requirements for responsible dog handling including interactions with other park users and animals. It clarifies the Director's authority to promulgate reasonable and customary rules for etiquette and conduct related to dogs at on or off-leash parks and authorizes the Director to establish exclusionary areas temporarily or permanently within parks to protect ecologically sensitive areas, if these needs arise.

Proposed updates to 13.20.380 Authority to Eject & Exclude adds a progressive enforcement system of escalating monetary penalties for violations of exclusionary orders for parks.

Proposed updates to 13.20.390 Seizure of Property denies City of Troutdale staff the authority to seize a handler's dog from them as a punitive action for a mere violation of parks rules. City Police would be able to seize a dog from its handler only if authorized by and pursuant to Multnomah County Animal Services Code or ORS 167.

**Pros & Cons:****Pros:**

The proposed changes to the municipal code:

- Reflect the Council's desire to generally maintain the exclusion of dogs from City parks as expressed at the October 10<sup>th</sup> Council meeting and affirmed at the November 14<sup>th</sup> meeting.
- Establish the Council's option under the code to designate select parks as dogs-allowed (on-leash), and to designate pet areas within parks where dogs are permitted on and/or off leash.
- Settle existing uncertainty and ambiguity related to the City's policies regarding dogs in City parks.
- Provide an appropriate and clear basis for, and progressive enforcement of, rules related to dogs in Troutdale parks.
- Protect certain unique areas within parks where dogs might otherwise be allowed.

**Cons:**

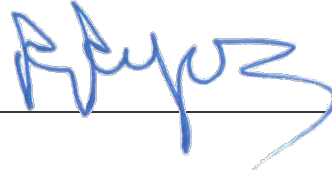
- Some parks users may not feel this fully realizes their desires expressed during the Park Master Plan process, depending on how many and which parks, if any, the Council subsequently designates as on-leash.

- If the Council designates some parks as on-leash parks, irresponsible dog owners may lead to sanitation or other issues, and require enforcement (though this would be comparable to the status quo).

**Oversight:**

- *Budget Impact:* ☐ Yes, current year (describe) ☐ Yes ☒ N/A
- *Community Involvement Process:* ☒ Yes (PAC, Parks Master Plan, previous Council meeting)  
☐ N/A
- *Approval by City Attorney:* ☒ Yes ☐ N/A

Reviewed and Approved by the City Manager: \_\_\_\_\_



## Title 13 - STREET TREES, PARKS AND RECREATION AREAS

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### 13.20.020 Definitions

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

"City" means the incorporated areas of the city of Troutdale, Oregon.

"Council" means the city council of the city.

"Director" means the ~~d~~Director of ~~community development~~Public Works for the city and the ~~d~~Director's authorized representatives.

"Dog Handler" or "Handler" means any person that brings a dog or other domestic animal into a park.

"On-leash" means that an animal is securely tethered to the handler with a leash, tether, or other physical control device not exceeding eight feet in length and that the handler is capable of maintaining physical control and restraint of the animal and capable of maintaining compliance with this chapter.

"On-leash Park" means a City park where dogs and other domestic animals are generally permitted on-leash by Council Resolution.

"Off-leash" means any animal that is not On-leash as defined in this chapter.

"Park" means a forest, reservation, playground, beach, recreation center or any other area in the city, owned or used by the city and devoted to active or passive recreation.

"Person" means an individual, partnership, company, association, corporation or any other legal entity.

"Vehicle" means any wheeled conveyance, whether motor-powered, animal-drawn or self-propelled, including a bicycle and includes any trailer in tow of any size, kind or description, but does not include baby carriages and vehicles in the service of the city parks.

\*\*\*

## 13.20.160 - Domestic animals.

- A. The Council may, by Resolution, designate On-leash Parks where dogs or other domestic animals are generally permitted on-leash. On-leash Parks shall be clearly posted at public park entrances indicating that dogs or other domestic animals are permitted on-leash.
- B. Except as provided in paragraph A, ~~No~~ no person shall bring a dog or other domestic animal into a park, on or off-leash, except within designated pet areas specifically designated by the ~~director~~Council.
- C. Designated pet areas within parks shall be appropriately signed by the city to identify the boundaries of the area and to identify rules of etiquette for public safety and sanitation.
- D. The Director may designate and post areas within On-leash Parks where dogs or other domestic animals are prohibited upon a reasonable determination that such prohibition is necessary for the protection of ecologically sensitive areas.
- E. Paragraphs A-C of this Section notwithstanding, dogs and other domestic animals are prohibited in the following areas within parks:
  - 1. Within 25' of a play structure.
  - 2. Within the bounds of a storm water quality treatment facility.
  - 3. Upon a sports field unless allowed by written permit from the Director or City Manager.
  - 4. An area within a park that is clearly posted to indicate dogs and/or other domestic animals are prohibited.
- F. A Handler is responsible for promptly collecting all feces of their animal, and for disposing of such feces in appropriate solid waste receptacles.
- G. A Handler shall not allow their dog or other domestic animal On-leash to approach within 6' of another person that by word or action clearly indicates an intent to avoid contact with the animal.
- H. A Handler shall not allow their dog or other domestic animal On-leash to approach within 6' of a dog or domestic animal of another Handler when that other Handler by word or action clearly indicates an intent to avoid contact between the animals.
- I. A Handler shall not allow their dog or other domestic animal to approach, attack, menace, or harass wildlife within a park.
- J. A person shall not attack, menace, or harass a Handler nor their dog or other domestic animal when the Handler and their dog or other domestic animal is in compliance with this chapter.
- K. A Handler is responsible for diligently complying with the Duties of Owners provided in the Multnomah County Animal Services code, and with ORS Chapter 167, to the extent applicable to the activities of the Handler and/or the animal in a park.
- L. A Handler is responsible for reporting to the City any and all damage to City property caused by their animal and for the cost of repairing any such damage.
- M. Service animals as defined by the Americans with Disabilities Act are exempt from the prohibitions of this chapter.

- N. The Director may establish reasonable and appropriate rules of etiquette, safety, and sanitation for dogs or domestic animals in parks in addition to the rules provided herein. Any such rules shall be posted in applicable areas. Any violation of rules so established shall constitute a violation of this chapter.
- O. The Director may post some or all of the rules established in this Chapter in summary and/or in plain language in applicable areas.
- P. The Director may delegate authorities provided in this chapter to authorized representatives.

\*\*\*

### **13.20.380 - Authority to eject and exclude.**

The ~~d~~Director, the ~~d~~Director's authorized representative and city police shall each have the authority to eject from any or all city parks any person acting in violation of this chapter, any city ordinances, or the laws of the state. A person that is ejected shall be excluded from the park for a minimum of thirty days. Any person that has been ejected from any park at least one time in the past twelve months may be excluded from any and all parks for up to twelve months.

### **13.20.390 - Enforcement—Seizure of property.**

The ~~d~~Director and any of the ~~d~~Director's authorized representatives shall have the authority to seize and confiscate any property, thing or device in the park ~~or~~ used in violation of this chapter.

The above provisions of this section notwithstanding, the Director and the Director's authorized representatives shall not have the authority to seize a dog or other domestic animal for violation of this chapter.

Furthermore, the city police shall not have the authority to seize a dog or other domestic animal for violation of this chapter unless such seizure is authorized by and pursuant to the Multnomah County Animal Services Code or ORS 167.

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## GOAL 1: PARK ACCESS AND DIVERSITY

Ensure that all neighborhoods within the city are adequately served by a variety of recreation areas and facilities.

### Objectives

- |  |  |
|--|--|
| 1.1. Provide community parks at a level of service of 3.3 acres per 1,000 persons.   | 1.6. Explore options for providing structured recreation facilities including a community skate park and disc golf course. |
| 1.2. Provide neighborhood parks at a level of service of 1.8 acres per 1,000 persons.  | 1.7. Explore options for allowing on-leash dog access to parks as well as an off-leash dog park.                           |
| 1.3. Acquire land for parks in underserved areas with the greatest need.   | 1.8. Provide more diverse play opportunities such as nature play, creative play, and a splash pad.                         |
| 1.4. Collaborate with the School District to allow public use of school facilities during non-school hours.  | 1.9. Increase amenities to support outdoor gatherings and events in parks.   |
| 1.5. Consider the acquisition of parks and conservation lands that have community-wide significance, such as historic, cultural, archaeological, natural or other meaningful features. |  |



## KEY NEEDS

There are several key needs based on results of the community outreach process. Recreation trends at the national, state and regional level provide additional insight on popular activities, challenges, and potential opportunities to consider in the city's park and recreation system.

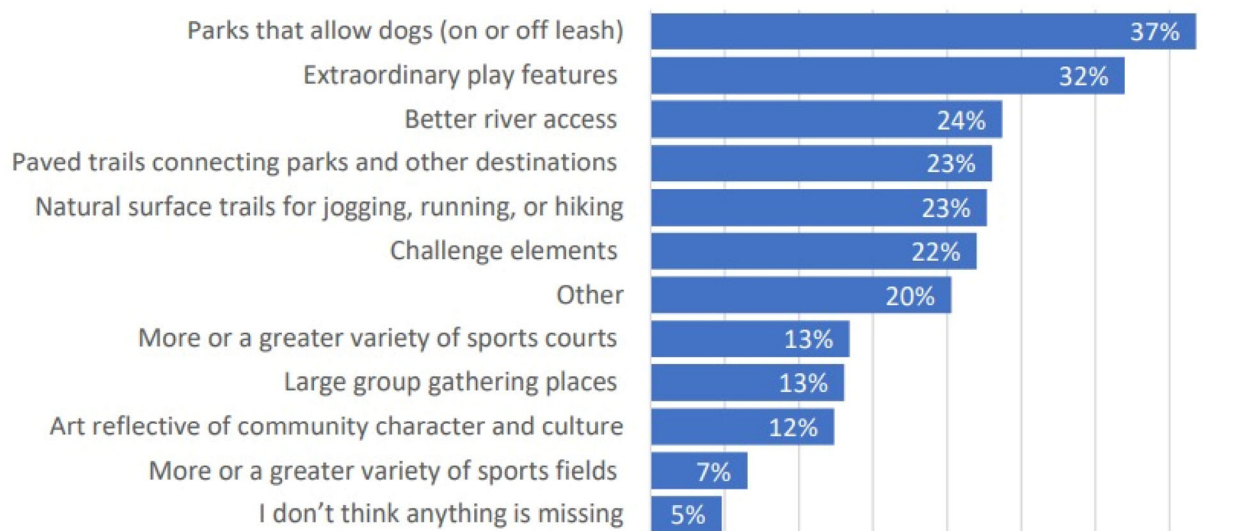
This section includes relevant needs from the Statewide Comprehensive Outdoor Recreation Plan (SCORP). Oregon Parks and Recreation Department relies on the SCORP as criteria for distributing important grant funding sources to local communities.

The COVID-19 pandemic has resulted in more people venturing out for recreational, social, and physical and mental health purposes. The 2021 Outdoor Foundation Outdoor Participation Study (OFOPS) reported the largest single-year jump in outdoor activity participation between 2020-2021. Research done by the Outdoor Industry Association indicates

that three-quarters of new outdoor recreation participants want to continue their increased outdoor activities.

According to the online questionnaire, parks that allow dogs (37%), extraordinary play features (32%), better river access (24%) and paved and natural surface trails (both 23%) were the top opportunities currently lacking in existing parks. Open ended responses added ideas including a skatepark, disc golf play and pickleball courts. Figure 7 shows top responses based on respondent location within Troutdale by neighborhood.

Figure 7. "What is missing or needed most in Troutdale's parks?"  
Online Survey Questionnaire Responses



Source: MIG



- When asked what would makes programs, events and services more appealing, the top responses were more options that are low cost or free (47%), more options that are held on weekends (35%) and more options that are held in the evening (25%).

#### PRIORITIES

- Respondents provided input on priority improvements for the future. Overall, parks that allow dogs (37%), extraordinary play features (32%), better river access (24%) and paved and natural surface trails (both 23%) were the top responses. Open ended responses added ideas including a skatepark, disc golf play and pickleball courts. Figure 4 highlights top responses based on respondent location within Troutdale by neighborhood.

*Figure 3: “What is missing or needed most in Troutdale’s parks?”*

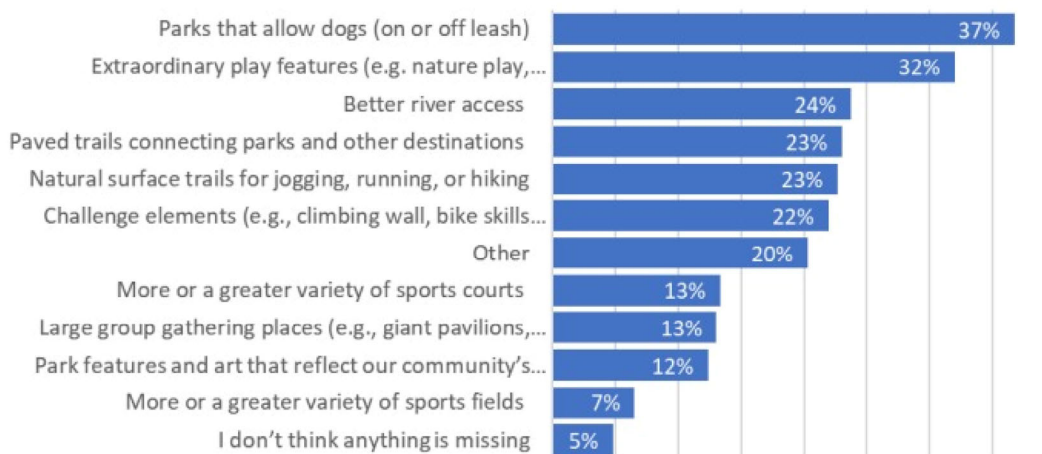
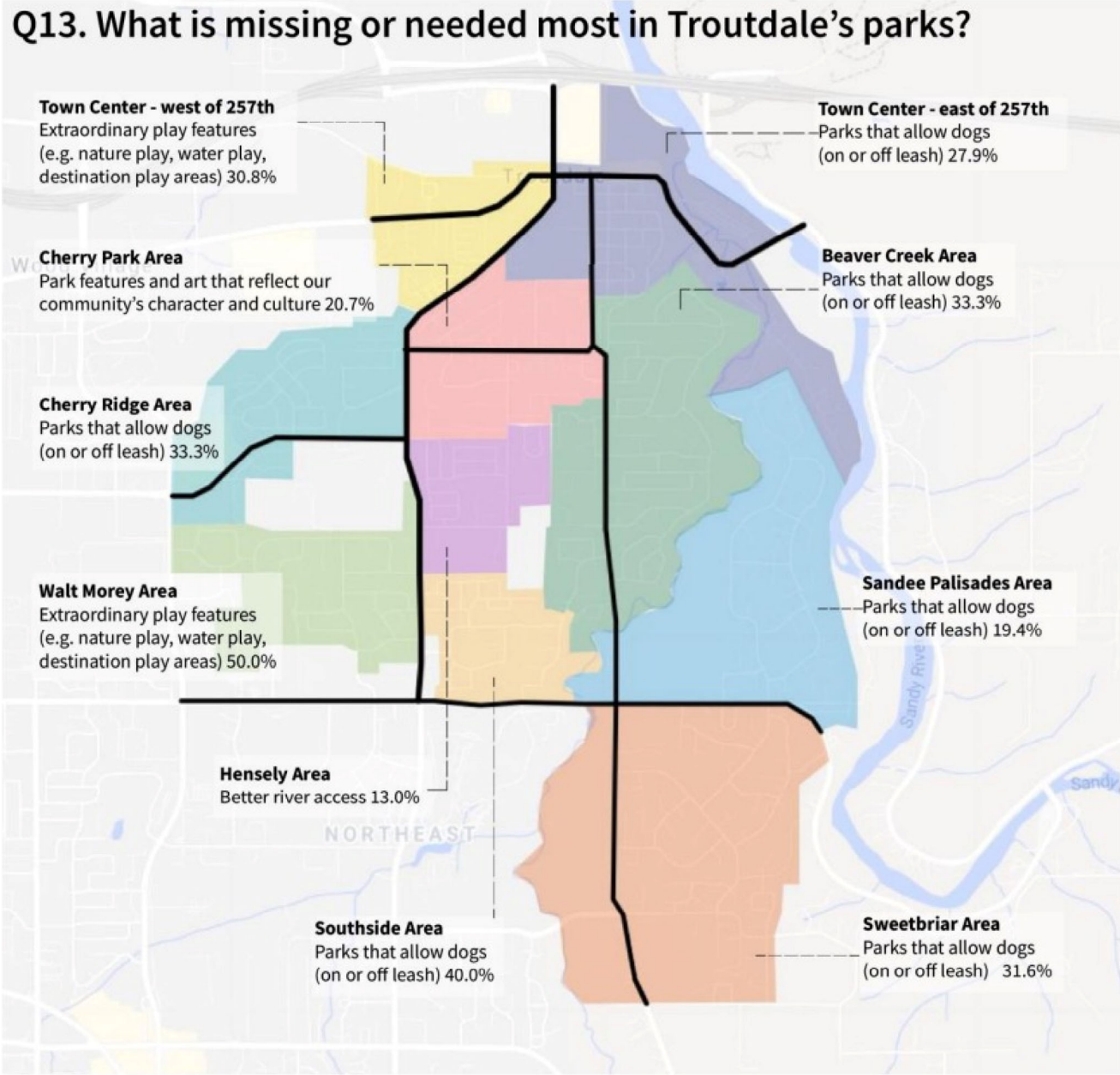


Figure 4: “What is Missing or Needed Most?” Top Responses by Neighborhood



## CITY OF TROUTDALE

*Proclamation**Making Troutdale a Dog Friendly City*

*Whereas:* When Troutdale was formed as a city in 1907, the local dogs were working breeds used to work on the area farms. Those early area dogs also played a crucial role of companionship, family pets and family protection,

*Whereas:* Times have truly changed and more people rely on their pets to provide emotional support, comfort, and friendship and keeping their owners active thru dog walking, outdoor exercise, and getting to enjoy the city parks, and the Troutdale area green spaces,

*Whereas:* Our dogs and pets show a unique sense of love and caring for their owners,

*Whereas:* People who own dogs are generally healthier, happier and are sick less often,

*Whereas:* Dogs are especially beneficial for older Troutdale citizens and are particularly beneficial in times of a pandemic, loneliness, stress, and ill-health,

*Whereas:* Making Troutdale a Dog Friendly City will encourage more people to come to Troutdale and enjoy the old fashioned and relaxed atmosphere, and spend more time with us.

*Now, Therefore,* I, Randy Lauer, Mayor of the City of Troutdale, do hereby proclaim January 12<sup>th</sup>, 2021 as Dog Friendly Day in the City of Troutdale,

*Further,* I declare Troutdale as a Dog Friendly City and urge all citizens to enjoy the benefits of dog ownership, be responsible in keeping their pets on leashes and to always pick up after their pet,

*Further,* I urge all citizens to gladden their hearts and promote healthy and responsible dog ownership within the City of Troutdale.

***Dated this 12<sup>th</sup> day of January, 2021***

  
\_\_\_\_\_  
***Randy Lauer, Mayor***

## **ORDINANCE NO.**

### **AN ORDINANCE AMENDING TROUTDALE MUNICIPAL CODE CHAPTER 13.20 PERTAINING TO DOGS IN CITY PARKS**

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

1. Current Municipal Code Chapter 13.20 prohibits dogs and other domestic animals, on or off leash, from entering all Parks & Greenways in The City of Troutdale.
2. Respondents to a community survey conducted in 2023 in the drafting of the Parks Master Plan chose “parks that allow dogs” as the highest-ranking response to the question “what is missing or needed most” in Troutdale Parks.
3. Dogs and other domestic animals should remain prohibited in City parks, generally.
4. It is the purview of the City Council to select and designate certain City parks where dogs or other domestic animals are generally permitted on-leash.
3. The permission of dogs into Troutdale parks, if any, warrants updates to the Municipal Code to establish basic rules for handlers and allow City staff and Police the authority to reasonably enforce applicable rules.

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

Section 1. Chapter 13.20 is amended as set forth in Attachment A, attached hereto as if fully set forth.

Section 2. This ordinance will be effective 30 days after approval.

**YEAS:**

**NAYS:**

**ABSTAINED:**

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**Randy Lauer, Mayor**

**Date:**

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**Sarah Skroch, City Recorder**

**Adopted:**

## **Title 13 - STREET TREES, PARKS AND RECREATION AREAS**

**\*\*\***

### **13.20.020 Definitions**

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

"City" means the incorporated areas of the city of Troutdale, Oregon.

"Council" means the city council of the city.

"Director" means the Director of Public Works for the city and the Director's authorized representatives.

"Dog Handler" or "Handler" means any person that brings a dog or other domestic animal into a park.

"On-leash" means that an animal is securely tethered to the handler with a leash, tether, or other physical control device not exceeding eight feet in length and that the handler is capable of maintaining physical control and restraint of the animal and capable of maintaining compliance with this chapter.

"On-leash Park" means a City park where dogs and other domestic animals are generally permitted on-leash by Council Resolution.

"Off-leash" means any animal that is not On-leash as defined in this chapter.

"Park" means a forest, reservation, playground, beach, recreation center or any other area in the city, owned or used by the city and devoted to active or passive recreation.

"Person" means an individual, partnership, company, association, corporation or any other legal entity.

"Vehicle" means any wheeled conveyance, whether motor-powered, animal-drawn or self-propelled, including a bicycle and includes any trailer in tow of any size, kind or description, but does not include baby carriages and vehicles in the service of the city parks.

**\*\*\***

### **13.20.160 - Domestic animals.**

- A. The Council may, by Resolution, designate On-leash Parks where dogs or other domestic animals are generally permitted on-leash. On-leash Parks shall be clearly posted at public park entrances indicating that dogs or other domestic animals are permitted on-leash.
- B. Except as provided in paragraph A, no person shall bring a dog or other domestic animal into a park, on or off-leash, except within designated pet areas specifically designated by the Council.
- C. Designated pet areas within parks shall be appropriately signed by the city to identify the boundaries of the area and to identify rules of etiquette for public safety and sanitation.
- D. The Director may designate and post areas within On-leash Parks where dogs or other domestic animals are prohibited upon a reasonable determination that such prohibition is necessary for the protection of ecologically sensitive areas.
- E. Paragraphs A-C of this Section notwithstanding, dogs and other domestic animals are prohibited in the following areas within parks:
  - 1. Within 25' of a play structure.
  - 2. Within the bounds of a storm water quality treatment facility.
  - 3. Upon a sports field unless allowed by written permit from the Director or City Manager.
  - 4. An area within a park that is clearly posted to indicate dogs and/or other domestic animals are prohibited.
- F. A Handler is responsible for promptly collecting all feces of their animal, and for disposing of such feces in appropriate solid waste receptacles.
- G. A Handler shall not allow their dog or other domestic animal On-leash to approach within 6' of another person that by word or action clearly indicates an intent to avoid contact with the animal.
- H. A Handler shall not allow their dog or other domestic animal On-leash to approach within 6' of a dog or domestic animal of another Handler when that other Handler by word or action clearly indicates an intent to avoid contact between the animals.
- I. A Handler shall not allow their dog or other domestic animal to approach, attack, menace, or harass wildlife within a park.
- J. A person shall not attack, menace, or harass a Handler nor their dog or other domestic animal when the Handler and their dog or other domestic animal is in compliance with this chapter.
- K. A Handler is responsible for diligently complying with the Duties of Owners provided in the Multnomah County Animal Services code, and with ORS Chapter 167, to the extent applicable to the activities of the Handler and/or the animal in a park.
- L. A Handler is responsible for reporting to the City any and all damage to City property caused by their animal and for the cost of repairing any such damage.
- M. Service animals as defined by the Americans with Disabilities Act are exempt from the prohibitions of this chapter.

- N. The Director may establish reasonable and appropriate rules of etiquette, safety, and sanitation for dogs or domestic animals in parks in addition to the rules provided herein. Any such rules shall be posted in applicable areas. Any violation of rules so established shall constitute a violation of this chapter.
- O. The Director may post some or all of the rules established in this Chapter in summary and/or in plain language in applicable areas.
- P. The Director may delegate authorities provided in this chapter to authorized representatives.

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### **13.20.380 - Authority to eject and exclude.**

The Director, the Director's authorized representative and city police shall each have the authority to eject from any or all city parks any person acting in violation of this chapter, any city ordinances, or the laws of the state. A person that is ejected shall be excluded from the park for a minimum of thirty days. Any person that has been ejected from any park at least one time in the past twelve months may be excluded from any and all parks for up to twelve months.

### **13.20.390 - Enforcement—Seizure of property.**

The Director and any of the Director's authorized representatives shall have the authority to seize and confiscate any property, thing or device in the park used in violation of this chapter.

The above provisions of this section notwithstanding, the Director and the Director's authorized representatives shall not have the authority to seize a dog or other domestic animal for violation of this chapter.

Furthermore, the city police shall not have the authority to seize a dog or other domestic animal for violation of this chapter unless such seizure is authorized by and pursuant to the Multnomah County Animal Services Code or ORS 167.

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## **RESOLUTION NO.**

### **AN RESOLUTION DESIGNATING ON-LEASH AND OFF-LEASH PARKS**

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

1. Current Municipal Code Chapter 13.20 prohibits dogs and other domestic animals, on or off leash, from entering all Parks & Greenways in The City of Troutdale.
2. Respondents to a community survey conducted in 2023 in the drafting of the Parks Master Plan chose “parks that allow dogs” as the highest-ranking response to the question “what is missing or needed most” in Troutdale Parks.
3. Dogs and other domestic animals remain prohibited in City parks, generally.
4. Pursuant to the amendment to Municipal Code Chapter 13.20, effective on January 19<sup>th</sup>, 2024, it is under the purview of the City Council to select and designate certain City parks where dogs or other domestic animals are generally permitted on-leash by Resolution, and pet areas in parks where dogs are permitted on and/or off leash.
4. It is appropriate to name, at this time, parks or areas of parks, that will allow dogs on-leash and/or off-leash pursuant to the restrictions in the ordinance.
5. It is important that the Parks Advisory Committee suggest additional parks to allow leashed dogs for Council consideration.

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

Section 1. Sunrise Park and the Beaver Creek Canyon Greenway are designated as On-leash Parks pursuant to the ordinance rules for such parks.

Section 2. The established fenced dog-park area of Columbia Park is designated as a pet area wherein dogs are permitted on and off-leash.

Section 3. That portion of Columbia Park needed, and used, for direct ingress and egress to the Off Leash Dog Park is designated as a pet area that allows dogs on-leash pursuant to the ordinance rules for such parks.

Section 2. This resolution designating parks shall take effect on January 20<sup>th</sup>, 2024.

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

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**Randy Lauer, Mayor**  
**Date:**

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



# STAFF REPORT

**SUBJECT:** An Ordinance Updating Public Contract And Purchasing Procedures And Amending Chapter 2.24 Of The Troutdale Municipal Code.

**MEETING TYPE:** City Council - Regular Meeting **MEETING DATE:** December 12, 2023

**PRESENTER:** Erich Mueller, Finance Director **DEPARTMENT / AFFILIATION:** Finance Dept

**ACTION REQUIRED:** Ordinance - Introduction **PUBLIC HEARING:** Yes

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

**STAFF RECOMMENDATION:** N/A No action, ordinance introduction.

**Exhibits:** **A.** Redline Changes to Troutdale Municipal Code (TMC) Chapter 2.24  
**B.** Current TMC Chapter 2.24-reference

**Subject Relates to:**

☐ Council Goals ☒ Legislative ☐ Land Use / Development ☐ Other

**Discussion Points:**

- Public Purchasing Rules are primarily regulated by the State Legislature.
- Some degree of City “home rule” is allowed if the City adopts its own Purchasing Rules.
- Troutdale Municipal Code (TMC) Chapter 2.24 are the City’s adopted public contract and purchasing rules.
- Due to changes by the legislature the City Purchasing Rules need to be updated.
- City Purchasing Rules provide benefit to the public providing staff a framework for proper procurement procedures.

**Background:**

The Oregon Public Contracting Code (State Code) consists of three chapters in the Oregon Revised Statutes (ORS): ORS 279A (policy for all contracting activities), ORS 279B (procurements of goods and services), and ORS 279C (construction as well as architectural, engineering, photogrammetric mapping, transportation planning, land surveying services, and

related services). ORS Chapters 279A, 279B and 279C comprise 141 pages of State Code requirements.

The Legislature completely overhauled and rewrote the State Code in 2005 and has modified the State Code multiple times since, most recently in the 2023 session. The State Code's primary purpose is establishing the procurement requirements for the various agencies and departments within Oregon state government. However, through preemption the Legislature has also chosen to impose the State Code on all counties, cities, and other public agencies.

The State Code also requires the Attorney General to publish administrative rules known as the Model Rules for all the state agencies and departments to use as procedures. The Model Rules are four Chapters of the Oregon Administrative Rules and comprise an additional 93 pages of requirements.

The State Code allows a small degree of local control by allowing a local jurisdiction to opt out of the Attorney General's Model Rules by adopting their own purchasing rules. Counties, cities, and other public agencies are subject to the Model Rules unless they adopt their own rules.

In 2005 the Local Contract Review Board established the City's own procurement rules which the Council adopted as TMC Chapter 2.24 Public Contracts and Purchasing.

The purpose of TMC Chapter 2.24 is to utilize public contracting practices and methods which maximize the efficient use of City resources. The goal is to use public funds in the best interest of the public and the City by obtaining best value in procurements. It is necessary that purchases are accomplished in an ethical and cost-efficient manner, while encouraging impartial and open competition. The rules provide direction to City staff regarding purchasing practices and purchasing authority to achieve a systematic and uniform administration of public contracts. The purchasing rules also provide important benefit of separating the policy framework from the procurement transactions, which protects elected officials from potential ethics accusations of steering City spending to alleged cronies.

### **Current Status:**

The State Code requires agencies which adopt their own rules, rather than be subject to the Attorney General's Model Rules, to review and update their own rules when either the Legislature or Attorney General make changes to State Code or Model Rules.

The City's purchasing rules were last updated January 25, 2002, since which the Legislature has since made changes to the Oregon Public Contracting Code. The City's purchasing rules need to be updated to maintain compliance with the State Statutes.

## Updates to the Purchasing Rules:

The edits to select sections of the City's purchasing rules are shown in Exhibit A of the Staff Report, and the proposed final text is in Attachment A of the Ordinance.

In the 2023 legislative session, the Oregon Governor signed a bill that modified the procurement method thresholds for purchases by the State of Oregon and all other public agencies. The current thresholds have been in place for approximately 20 years, and were not reflective of the current cost environment. The following revisions are reflected in the attached changes to the City's purchasing rules.

Procurement Type	Current Threshold	Updated Threshold
<b>Small Procurement</b>		
Goods and Services	\$10,000	\$25,000
Public Improvement/Construction	\$10,000	\$25,000
Personal/Professional Services	\$50,000	\$100,000
Architectural – Engineering and Related	\$100,000	No Change
<b>Intermediate Procurement</b>		
Goods and Services	\$10,000-\$150,000	\$25,000-\$250,000
Public Improvement/Construction	\$10,000-\$100,000	\$25,000-\$100,000
Personal/Professional Services	\$50,000-\$250,000	\$100,000-\$250,000
Architectural – Engineering and Related	\$100,000-\$250,000	No Change
<b>Formal Procurement</b>		
Goods and Services	More than \$150,000	More than \$250,000
Public Improvement/Construction	More than \$100,000	No Change
Personal/Professional Services	More than \$250,000	No Change
Architectural – Engineering and Related	More than \$250,000	No Change

The other updates are some wording to improve staff usability, and typo correction. Updates were made to match the State Code threshold amounts for changes to the small, intermediate, and formal procurement levels as they apply to both good and services, personal services, and to construction, public improvements, and public works projects.

The updates are necessary to provide consistency as we deal with vendors who work with other public agencies and are accustomed to complying the State Code. Clarification of the wording also facilitates transaction compliance testing conducted for the annual financial audit.

Several of the Ordinance findings and sections reference the City Council acting as the Local Contract Review Board. Technically the statutes of Oregon Public Contracting Code delegates authority to adopt rules to Local Contract Review Board, rather than to the agency's governing body. Officially the Council is adopting the Ordinance to change the TMC, and the Local

Contract Review Board, (which is also the Council) is adopting the text as the City's procurement rules.

**Summary:**

The proposed Ordinance updates to the City's purchasing rules necessary to bring the City back into compliance with the revisions to Oregon Public Contracting Code which become effective January 1, 2024. Having out of date rules creates confusion with vendors/contractors, and results in inefficacy with greater overhead procurement solicitation costs.

Tonight is just the first reading with no Council action. The second reading of the proposed adoption of the Ordinance is scheduled for January 9, 2024.

**Pros & Cons:**

- A. Following the second reading and public hearing approve the proposed TMC amendment updating the purchasing rules will be in compliance with the Oregon Public Contracting Code.
- B. Do not approve the proposed TMC amendment updating the purchasing rules, creates confusion with vendors/contractors, and results in inefficacy with greater overhead procurement solicitation costs, and may jeopardize City's home rule authority over public procurements due to the non-compliance with the Oregon Public Contracting Code.

**Oversight:**

- *Budget Impact:* ☐ Yes, current year (describe) ☐ Yes, future (describe) ☒ N/A
- *Community Involvement Process:* ☐ Yes (describe) ☒ N/A
- *Approval by City Attorney:* ☒ Yes ☐ N/A

**Reviewed and Approved by the City Manager:**



Updates to Sections of the Troutdale Municipal Code,  
Chapter 2.24 PUBLIC CONTRACTS AND PURCHASING

(. . .)

2.24.080 Small procurement.

A. Any procurement of goods or services not exceeding ~~ten~~ twenty five thousand dollars, and any procurement of construction, public improvement or public works not exceeding ~~ten~~ twenty five thousand dollars, and any procurement of personal services not exceeding one hundred thousand dollars, may be awarded in any manner deemed practical or convenient by the DPO, including by direct selection or award.

B. A contract awarded under this section may be amended to exceed the dollars limitations of Section A. only upon approval of the city manager or chief purchasing officer (CPO).

C. A procurement may not be artificially divided or fragmented so as to constitute a small procurement under this section.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

(. . .)

2.24.090 Intermediate procurement.

A. Any procurement of goods or services exceeding ~~ten~~ twenty five thousand dollars but not exceeding ~~one~~ two hundred and fifty thousand dollars, and any procurement of construction, public improvement or public works exceeding ~~ten~~ twenty five thousand dollars but not exceeding one hundred thousand dollars, and any procurement of personal services exceeding one hundred thousand dollars but not exceeding two hundred and fifty thousand dollars, may be awarded after seeking three informally solicited competitive price quotes or competitive proposals from prospective bidders. If three quotes or proposals are not reasonably available, fewer will suffice but the DPO shall make a written record of the efforts to obtain the quotes or proposals.

B. A contract awarded under this section may be amended to exceed the dollar limitations of Section A. only upon approval of the city manager or CPO.

C. A procurement may not be artificially divided or fragmented so as to constitute an intermediate procurement under this section.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

(. . .)

#### 2.24.100 Formal procurement and exemptions.

A. Any procurement of goods or services, **and any procurement of personal services** exceeding ~~one~~ **two** hundred and fifty thousand dollars, and any procurement of construction, public improvement or public works exceeding one hundred thousand dollars, shall be awarded only after a formal competitive solicitation process unless otherwise provided for in this chapter.

(. . .)

#### 2.24.105 Chief purchasing officer (CPO) duties.

A. Subject to the direction and control of the city manager, and except as otherwise specifically provided by these rules, the CPO shall administer these rules.

B. The ~~COP~~ **CPO** duties shall include:

(. . .)



## **Chapter 2.24 PUBLIC CONTRACTS AND PURCHASING**

### **Sections:**

#### **2.24.010 Title.**

This chapter shall be titled "Public Contracts and Purchasing."

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

#### **2.24.020 Purpose.**

The purpose of this chapter is to implement the public contracts and purchasing policies of the state of Oregon and the city of Troutdale and to utilize public contracting practices and methods which maximize the efficient use of city resources, and which:

1. Ensure the purchasing power of public funds are used in the best interest of the public and the city and arriving at best value;
2. Are accomplished in an ethical and cost efficient manner;
3. Encourages impartial and open competition;
4. Take full advantage of evolving procurement methods that suit the contracting needs of the city; and
5. Provide direction to city staff regarding purchasing practices and purchasing authority, results in a systematic and uniform administration of public contracts.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

#### **2.24.030 Local contract review board.**

The Troutdale city council is designated the local contract review board. Actions taken by the city council governing public contracts and purchasing shall be deemed the actions of the local contract review board. The procedures governing city council adoption of ordinances and resolutions shall be the procedures governing the city council as a local contract review board. The local contract review board hereby delegates to the city manager such authorities and powers as set forth below. Except when this chapter, or the Public Contracting Code specifically requires the local contract review board to take action or exercise its discretion and delegation is not allowed, any act required or permitted to be performed by "agency," "head of a contracting agency," or "local contract review board" may be performed by the city manager.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.040 Model rules not applicable.**

- A. The model rules adopted by the attorney general in accordance with ORS 279A.065 do not apply to the city of Troutdale.
- B. The city will use the rules of procedure in this chapter for public contracts and purchasing.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.045 State law.**

Except where the provisions in this chapter expressly provide a different procedure or requirement, all public contracts shall comply with the provisions in Chapters 279A, 279B and 279C of the Oregon Revised Statutes, known as the Public Contracting Code, as applicable. Unless specifically prohibited by law, where the provisions in this chapter differ from the provisions in ORS 279A, 279B, or 279C, the provisions in this chapter shall govern. The city hereby reserves to the maximum extent allowed under state law the city's home rule authority over public procurement.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.050 Authority of city manager.**

- A. The city manager is the purchasing agent for the city pursuant the Troutdale Municipal Code 2.04.010, B.3, and is authorized to award all city contracts. Such awards must be in compliance with state law and this chapter, and funds must be available for the purchase. The city manager shall keep a record of all awarded city contracts, including bids solicited and received and determinations made.
- B. The city manager may delegate the authority granted in subsection A. of this section to other city employees as designated purchasing officers (DPO), as deemed appropriate for the efficient accomplishment of city business.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 801, § 1, 1-11-2011; Ord. No. 875, § 1(Att. A), 1-25-2022)

Editor's note(s)—Ord. No. 801, § 1, adopted, Jan. 11, 2011, changed the title of section 2.24.050 from authority of city manager to authority of city manager.

### **2.24.060 Disposition of personal property.**

The city shall dispose of personal property in accordance with Chapter 2.52 of the Troutdale Municipal Code.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.070 Public notice of solicitations.**

For the purposes of giving public notice of competitive sealed bidding and competitive sealed proposals, the newspaper of general circulation to be used shall be the Gresham Outlook, and any other publication(s) the city manager or DPO deems appropriate. If the estimated cost of the project does not exceed one hundred and twenty five thousand dollars, the city manager may authorize advertisements for public improvement contracts to be published electronically instead of in a newspaper of general circulation when it is determined that electronic advertisements are likely to be cost-effective. Notices shall be published at least fourteen days prior to the solicitation closing date. For good cause documented in writing to the file, the solicitation period for construction can be limited to a minimum of five days and for goods or services, or can be limited to a minimum of seven days for personal services.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.080 Small procurement.**

- A. Any procurement of goods or services not exceeding ten thousand dollars, and any procurement of construction, public improvement or public works not exceeding ten thousand dollars, may be awarded in any manner deemed practical or convenient by the DPO, including by direct selection or award.
- B. A contract awarded under this section may be amended to exceed the dollars limitations of Section A. only upon approval of the city manager or chief purchasing officer (CPO).
- C. A procurement may not be artificially divided or fragmented so as to constitute a small procurement under this section.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.085 Cooperative procurement.**

- A. Cooperative procurement is conducted by or on behalf of one or more contracting agencies or groups which allows the city to "piggy-back" on procurements and save time and the administrative costs of the

solicitation process by utilizing existing multi-party contracts and price agreements and benefit from group discounts thereby obtaining volume pricing from previously competitively bids as the basis for selection of contractors to provide certain goods or services.

- B. The city may participate in cooperative procurements without competitive solicitation as provided in the Public Contracting Code which authorizes three types of cooperative or "piggy-back" procurements: (1) joint cooperative procurement; (2) permissive cooperative procurement; and (3) interstate cooperative procurement, as if the city had generated the solicitation and made the award on their own behalf.
- C. City participation in cooperative procurement group memberships may include, but is not limited to: Oregon Cooperative Purchasing Program (ORCPP), National Institute for Governmental Purchasing Intergovernmental Cooperative Purchasing (ICP) group, Houston-Galveston Area Council (HGACBuy), National Intergovernmental Purchasing Alliance Company (NIPA), National Joint Powers Alliance (NJPA), General Services Administration (GSA Advantage Program), King County Directors Association (KCDA), National Association of State Procurement Officials (NASPO ValuePoint) Cooperative Purchasing Organization, National Joint Powers Association (NJPA), OMNIA Partners national cooperative purchasing program, and National Cooperative Purchasing Alliance (NCPA).
- D. The city may participate in other cooperative purchasing groups as determined by the CPO.

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.090 Intermediate procurement.**

- A. Any procurement of goods or services exceeding ten thousand dollars but not exceeding one hundred and fifty thousand dollars, and any procurement of construction, public improvement or public works exceeding ten thousand dollars but not exceeding one hundred thousand dollars, may be awarded after seeking three informally solicited competitive price quotes or competitive proposals from prospective bidders. If three quotes or proposals are not reasonably available, fewer will suffice but the DPO shall make a written record of the efforts to obtain the quotes or proposals.
- B. A contract awarded under this section may be amended to exceed the dollar limitations of Section A. only upon approval of the city manager or CPO.
- C. A procurement may not be artificially divided or fragmented so as to constitute an intermediate procurement under this section.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.095 Purchasing considerations.**

This section provides additional parameters for consideration that are complementary to the Public Contracting Code while supporting impartial and open competition as much as is practical. It is city policy that

public contracting activities should provide effective outcomes that represent optimal value to the city, and to the greatest extent feasible, be consistent with market practices, acquiring bids or proposals that result in the lowest overall ownership cost, taking into account the life cycle costing adjustments, and other aspects of service and product quality, as well as pricing.

- A. Any procurement of goods or services (other than personal services) may be entered into using the procedures in these rules for procuring services, namely competitive sealed proposal, small procurement, intermediate procurement, cooperative procurement, sole source procurement or emergency procurement.
- B. The city shall consider a variety of options to determine the most beneficial method of purchasing goods and services. A method may be beneficial to the city for a variety of reasons, including, but not limited to: opportunity for best value, highest quality, timeliness, most efficient purchasing process, or a combination of these benefits.
- C. Unless otherwise prohibited in these rules, personal service contracts may be amended for scope or term for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract and the CPO determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work, or the amendment is necessary to complete the work being performed, and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
- D. Procedural variance from the rules may be necessary.
  - 1. In some cases, the use of competitive procurement processes is either not practicable, advantageous, or in the city's best interest due to unforeseen circumstances, unreasonable costs, difficulty in locating vendors even after extensive searches, solicitation cost or where time constraints occur that are due to circumstances beyond reasonable control.
  - 2. When it is reasonably expected to result in substantial cost savings to the city and to the public, or otherwise substantially promotes the public interest in a manner that could not practicably be realized by strictly complying with the technical requirements that are applicable under the competitive sealed proposal, small procurement, intermediate procurement, cooperative procurement, sole source procurement or emergency procurement source selection methods of this chapter, when it is advantageous to the city, the city manager or CPO may, at their discretion approve a procedural variance for the procurement.
  - 3. The city manager or CPO are to exercise sound professional judgment taking into account price or any other relevant considerations, including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery and contractor responsibility and other existing facts or circumstances that support a variance from the standard procurement process.
  - 4. The city manager or CPO shall document the nature of the procedural variance and describe the method used for the selection in the particular procurement, which must be limited to the



goods, services or personal services that are necessary and appropriate to remedy the conditions creating the variance.

- E. Project procurement in phases may be necessary and in the best interest of the city when due to:
1. A project scope which is expected to evolve and expand over the course of the project;
  2. Limitations in project management staffing capacities;
  3. Limitations in available budget and funding sources;
  4. Required construction seasonality limitations; or
  5. Other facts or circumstances relevant to the particular project.

The city manager or CPO shall document the justification for the phased procurement to the file. Procurement for such projects conducted in justified phases shall not be deemed contrary to ORS sections 279B.065(2), 279B.070(2), 279C.412(2), or the requirements of this chapter.

(Ord. No. 875, § 1(Att. A), 1-25-2022)

## **2.24.100 Formal procurement and exemptions.**

- A. Any procurement of goods or services exceeding one hundred and fifty thousand dollars, and any procurement of construction, public improvement or public works exceeding one hundred thousand dollars, shall be awarded only after a formal competitive solicitation process unless otherwise provided for in this chapter.
- B. The following are exempt from the requirements of this chapter:
1. Contracts made with other public agencies or the federal government;
  2. Contracts made with qualified nonprofit agencies providing employment opportunities for disabled individuals;
  3. Contracts for equipment repair or overhaul if:
    - a. The service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; or
    - b. The service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source; or
    - c. The service or parts required are known and available from a sole, specific source to match existing equipment; or
    - d. Urgent circumstance require repairs be performed immediately;
  4. Contracts for the direct purchase of goods or services where the rate or price for the goods or services being purchased is established by federal, state or local regulatory authority, including, but not limited to, utility services;

5. Contracts for subscriptions for periodicals, including journals, magazines, and similar publications;
6. Contracts for the purchase of used personal property if the city manager or their designee determines that the award of the contract without competitive bidding will result in cost savings;
7. Contracts for the investing of public funds or the borrowing of funds by the city when the investment or borrowing is contracted under a duly enacted statute, ordinance, charter, or constitutional provision;
8. Contract amendments for additional work, including change orders, extra work, field orders, or other changes in the original specifications which increases the original contract price if:
  - a. The original contract was let by competitive bidding, unit prices or bid alternatives were provided that established the cost for additional work, and a binding obligation exists on the parties covering the terms and conditions of the additional work, or
  - b. The amount of the aggregate cost increase resulting from all amendments does not exceed twenty percent of the initial contract. Contracts for the renovation or remodeling of buildings may have aggregate amendments not exceeding thirty-three percent of the initial contract. Amendments made pursuant to subsection B.8.a. of this section are not included in computing these aggregate amounts;
9. Contracts for the purchase of copyrighted materials where there is only one known supplier available for such material;
10. Contracts for the purchase of requirements for an anticipated need at a predetermined price if:
  - a. The contract is let by a competitive procurement process, and
  - b. The term of the contract including renewals does not exceed three years. When the price of goods and services has been established by a requirements contract under these provisions, the city manager may purchase the goods and services from the supplier without subsequent competitive bidding;
11. Contracts for the purchase of employee benefit plans and contracts as provided in ORS 243.105(1), ORS 243.125(4), ORS 243.221, ORS 243.275, ORS 243.291, ORS 243.303, ORS 243.565, and ORS 243.860 to 243.886;
12. Contracts for information technology hardware, software, data network communications, audio visual equipment, and telecommunications systems hardware and systems software, and related support, services and acquisition;
13. Contracts for telecommunications services, subject to the provisions of OAR 125-320-025;
14. Contracts for the purchase or lease of office copiers and telefax equipment;
15. Contracts for the purchasing or commissioning of works of art;
16. Contracts for goods purchased for resale to consumers;

17. Contracts between public agencies utilizing an existing solicitation or current requirement contract of one of the public agencies that is a party to the contract for which the original contract met the requirements of ORS Chapter 279, the contract allows other public agency usage of the contract, and the original contracting public agency concurs;
18. Contracts with temporary service or employment agencies;
19. Contracts with private developers for the design and construction for the upsizing, extension or improvement of public works infrastructure that is adjacent to or connected to public improvements that the developer is required to construct as a condition of development, provided that the construction is performed to city standards, the cost is limited by an agreed upon lump sum or not-to-exceed price, the developer requires its contractor to comply with all requirements of ORS 279C.800 et seq. (Prevailing Wage), to supply performance and payment bonds in favor of city, and to include in its contract with its contractor all terms required to be included in an Oregon public works contract;
20. Contracts with newspapers and other publications for the placement of advertisements or public notices, including web-based internet sites and other electronic formats and platforms;
21. Insurance and service contracts as provided for under ORS 414.115, 414.125, 414.135 and 414.145;
22. Contracts for auditing services as required by ORS 297.425, the investment of funds by the city as authorized by law or banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive bidding selection procedures;
23. Contracts for the acquisitions or disposals of real property or interests in real property;
24. Social services contracts, agreements or other documents entered into, issued or established in connection with the making of program loans and similar extensions or advance of funds, aid or assistance by the city for the purpose of carrying out, promoting or sustaining activities or programs authorized by law;
25. Contracts with nonprofit organizations with prior city manager review and approval;
26. Grants where the city receives moneys, property or other assistance, including, but not limited to, federal assistance, where use and administration of the grant is subject to regulations or agreements;
27. Energy savings performance contracts;
28. Conference meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and city-sponsored workshops and trainings;
29. Event Sponsorship Agreements. The city may directly pay to sponsor an event, whether or not the city receives goods or services in return for its payment;

30. Contracts for professional or expert witnesses, or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the city is or may become interested, including, but not limited to, an attorney, court reporter, copy service, mediator, arbitrator, referee or other court appointed individual;
31. Membership dues, registration fees, and other fees for a professional or community organizations for the benefit of the city;
32. Seminar, training registration and conference fees for attendance at seminars, conferences and training courses hosted by outside entities;
33. Media services (e.g., television, radio, digital streaming services, or social media);
34. Agreements entered into for mutual aid, emergency aid, or disaster preparedness;
35. Procurement of public improvements to be performed by Portland General Electric;
36. Contracts involving federal funds, except as otherwise expressly provided in ORS 279C.800-279C.870, and notwithstanding ORS Chapters 279A, 279B, and ORS 279C.005-279C.670, federal statutes and regulations govern procurements, when federal funds are involved and the applicable federal statutes or regulations conflict with any provision of, or require additional conditions not otherwise authorized by, ORS Chapters 279A, 279B, and ORS 279C.005-279C.670 or these rules;
37. Contracts for hazardous material removal and oil clean-up. The city may directly purchase services to remove or clean up hazardous material or oil from any vendor when ordered to do so by the Oregon Department of Environmental Quality pursuant to its authority under ORS Chapter 466;
38. Contracts for unplanned environmental cleanup. The city may directly purchase services where the additional work is required by reason of existing regulations or ordinances of federal, state or local agencies, dealing with the prevention of environmental pollution and the preservation of natural resources, that affect performance of the original contract and such regulations or ordinances either were not cited in the original contract or were enacted or amended after submission of the successful bid or proposal;
39. Contracts for Performing Artists. The city may enter into a contract for performance art, whether vocal, instrumental, or visual, required by the city to provide a paid performance of performance art for an audience determined by the city;
40. Honoraria. The city may make a one-time payment or gratuity granted in recognition of a special service of an honoree;
41. Regional sole source manufacturers representative or dealers;
42. Contracts, intergovernmental and interstate agreements entered into pursuant to ORS Chapter 190; or
43. Other contracts or agreements to which the Public Contracting Code does not apply.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 801, § 1, 1-11-2011; Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.105 Chief purchasing officer (CPO) duties.**

- A. Subject to the direction and control of the city manager, and except as otherwise specifically provided by these rules, the CPO shall administer these rules.
- B. The CPO duties shall include:
  - 1. Monitoring adopted budget levels for purchasing compliance with funds appropriated by the city council and maintain compliance with the local budget law;
  - 2. Supporting DPO purchases to ensure administrative compliance with this chapter;
  - 3. Ensuring that all contracts comply with applicable ordinances, laws and rules;
  - 4. Establishing and amending procedures for the efficient and economical management of contracts reasonably necessary to the administration of the city's contracts and accomplishing the purposes of this chapter;
  - 5. Waiving or correcting minor informalities in procurement procedures when it will best serve the interests of the city, taking into consideration price, experience, expertise, product functionality, suitability for a particular purpose, and contractor responsibility; and
  - 6. Approving purchases, contracts, and issue purchase orders as necessary and in place of either the DPO or the city manager.
- C. The city's finance director is delegated the role of CPO and is authorized to administer the requirements of this chapter.

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.110 Modification and withdrawal of offers—Cancellation of awards or contracts.**

- A. An offeror may modify its offer in writing prior to the closing of the solicitation. Any modification must include the offeror's statement that the modification amends and supersedes the prior offer. The modification must be submitted to the same name and address and contain the same markings as required for the offer. The modification must be received by the city prior to the closing of the solicitation.
- B. An offeror may withdraw its offer by written notice prior to the closing of the solicitation. The withdrawal must be submitted to the same name and address as required for the offer. The withdrawal must be received by the city prior to the closing of the solicitation.
- C. An offeror may not modify nor withdraw its offer after the closing of the solicitation.



D. An award or a contract shall not be cancelled based on a bid mistake made by the bidder.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.120 Sole source procurement.**

- A. The city council or its designee may award a contract for goods or services without competition when it determines in writing, based on written findings made under subsection B. of this section, that the goods or services, or class of goods or services, are available from only one source.
- B. The determination of a sole source must be based on written findings that shall include one or more of the following:
  - 1. That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
  - 2. That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
  - 3. That the goods or services are for use in a pilot or an experimental project;
  - 4. Other findings that support the conclusion that the goods or services are available from only one source.
- C. To the extent reasonably practical, the city shall negotiate with the sole source to obtain contract terms advantageous to the city.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.130 Emergency procurement.**

- A. Emergency means circumstances that could not have been reasonably foreseen; that create a substantial risk of loss, damage or interruption of services or a substantial threat to public funds, property, the environment, public health, welfare or safety; and that require prompt execution of a contract to remedy the condition, including, but not limited to, an authorized order from a governmental body requiring immediate action.
- B. The head of the purchasing authority may make or authorize a designee to make emergency procurements of goods, services or personal services in an emergency. The city manager or their designee shall document the nature of the emergency and describe the method used for the selection of the particular contractor. The scope of the emergency contract must be limited to the goods, services or personal services that are necessary and appropriate to remedy the conditions creating the emergency.

- C. For an emergency procurement of construction, public improvement or public works, the head of the purchasing authority or their designee shall ensure competition for a contract for the emergency work that is reasonable and appropriate under the emergency circumstances. The nature of the emergency and the method used for the selection of the particular contractor must be documented. In conducting the procurement, the city manager or their designee shall set a solicitation time period that the city manager or designee determines to be reasonable under the emergency circumstances and may issue written or oral requests for offers or make direct appointments without competition in cases of extreme necessity. The scope of the emergency contract must be limited to work that is necessary and appropriate to remedy the conditions creating the emergency.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.135 Electronic procurement.**

An electronic procurement system may be developed which may include posting of advertisements and receipt of offers, by electronic methods and other related procedures necessary to be undertaken by the city to electronically procure, enter into a public contract, administer a public contract and obtain the performance of a public contract.

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.140 Notice of intent to award.**

- A. At least seven days before the award of a public contract, the city shall provide to each bidder or proposer notice of its intent to award a contract. Notice shall be in writing and mailed to the address provided by the bidder or proposer.
- B. Subsection A. of this section does not apply to a contract awarded as a small procurement, an intermediate procurement, a sole source procurement, an emergency procurement, or a special procurement.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.150 Protests of approvals of special procurements.**

- A. Any person may file a protest of the approval of a special procurement if he believes such approval was in violation of state law or this chapter.
- B. A protest under this section:
1. Must be filed in writing with the city manager no more than five days after the approval is made;

2. Must state the special procurement approval that is the subject of the protest, the reason why the approval was contrary to state law or this chapter, and the relief sought;
  3. Will be considered and approved or disapproved by city manager.
- C. The city manager shall notify the protester of their decision in writing.
- (Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 801, § 1, 1-11-2011; Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.160 Protests of solicitations.**

- A. A prospective bidder, proposer, or offeror for a competitive sealed bid, competitive sealed proposal, or special procurement may file a protest if they believe that the procurement process is contrary to law, or that a solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name. If a prospective bidder, proposer, or offeror fails to file such a protest at least ten days before the closing of the solicitation or by the deadline otherwise set forth in the solicitation, the prospective bidder, proposer, or offeror may not challenge the contract on grounds under this section in any future legal or administrative proceeding.
- B. A protest under this section must be filed in writing with the city manager and contain the following:
1. Sufficient information to identify the solicitation that is the subject of the protest;
  2. The grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, is legally flawed or improperly specifies a brand name;
  3. Evidence or supporting documentation that supports the grounds on which the protest is based;
  4. The relief sought.
- C. If the protest meets the requirements of subsection B. of this section and is timely filed, the city manager shall consider the protest and issue a decision in writing. Otherwise, the city manager shall promptly notify the prospective bidder, proposer, or offeror that the protest is untimely or that the protest failed to meet the requirements and give the reason for the failure.
- D. Before seeking judicial review, a prospective bidder, proposer, or offeror must file a protest with the city and exhaust all available administrative remedies.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 801, § 1, 1-11-2011; Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.170 Protests of contract award.**

- A. A bidder or proposer may protest the award of a public contract or a notice of intent to award a public contract, whichever occurs first, if:
  - 1. The bidder or proposer is adversely affected because the bidder or proposer would be eligible to be awarded the public contract in the event the protest were successful; and
  - 2. The reason for the protest is that:
    - a. All lower bids or higher ranked proposals are nonresponsive;
    - b. The city has failed to conduct the evaluation of proposals in accordance with the criteria or process described in the solicitation materials;
    - c. The city has abused its discretion in rejecting the protestor's bid or proposal as nonresponsive; or
    - d. The city's evaluation of bids or proposals or the city's subsequent determination of award is otherwise in violation of ORS Chapter 279A, 279B or 279C as applicable.
- B. The bidder shall submit the protest to the city manager in writing no more than seven days following the award of a public contract or a notice of intent to award a public contract, whichever occurs first. The protest shall specify the grounds for the protest to be considered by the city.
- C. Late protests shall not be considered.
- D. The city manager shall respond in writing to a protest. After the city manager issues the response, the bidder or proposer may seek judicial review in the manner provided in ORS 279B.415. When judicial review is sought, the city may not proceed with contract execution unless the city determines that there is a compelling government interest in proceeding or that the goods and services are urgently needed. If the city makes such a determination, it shall set forth the reasons for the determination in writing and immediately provide them to the complainant.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 801, § 1, 1-11-2011; Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.180 Personal services.**

- A. Personal services include, but are not limited to, architectural, engineering, land surveying, auditing, financial, legal, planning, and technical inspection/testing services.
  - 1. Personal services are primarily for the provision of services that requires specialized technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment skills, and for which the quality of services depends on attributes that are unique to the service provider.

2. Personal services performed in a professional capacity, including, but not limited to, services of an accountant, attorney, land-use-planning consultant, appraiser, public relations or communications consultant, community engagement consultant, graphic design consultant, natural resources consultant, information technology consultant, or facilitation consultant, services as a consultant; and for educational or training services.
  3. Personal services also include services performed that are specialized, creative, or research-oriented; including services as an artist in the performing or fine arts, including any person identified as a photographer, filmmaker, actor, director, painter, weaver, or sculptor.
  4. The CPO is delegated the discretion to decide whether a particular type of service falls within the definition of personal services as set forth in 1 through 3 of this Section A.
- B. Contracts for personal services (other than architect, engineer, photogrammetrist, transportation planner, land surveyor or provider of related services) may be entered into using the procedures in these rules for procuring services, namely competitive sealed proposal, small procurement, intermediate procurement, sole source procurement or emergency procurement.
- C. The city may enter into a contract directly with an architect, engineer, photogrammetrist, transportation planner, land surveyor or provider of related services without following the selection procedures set forth elsewhere in these rules if:
1. The city manager finds that an emergency exists; or
  2. The estimated fee to be paid under the contract does not exceed one hundred thousand dollars; or
  3. Where a project is being continued, where the estimated fee will not exceed two hundred and fifty thousand dollars, and the services to be performed under the contract must meet the following requirements:
    - a. The services consist of or are related to architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services that have been substantially described, planned or otherwise previously studied in an earlier contract with the same consultant and are rendered for the same project;
    - b. The estimated fee to be made under the contract does not exceed two hundred and fifty thousand dollars; and
    - c. The city used the formal selection procedure to select the consultant for the earlier contract; or
  4. Where a project is being continued and where the estimated fee is expected to exceed two hundred and fifty thousand dollars, the services to be performed under the contract meet the following requirements:
    - a. The services consist of or are related to architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services that have been



- substantially described, planned or otherwise previously studied under an earlier contract with the same consultant and are rendered for the same project;
- b. The city used the formal selection procedure for the earlier contract; and
  - c. The city makes written findings that entering into a contract with the consultant, whether in the form of an amendment to an existing contract or a separate contract for the additional scope of services, will:
    - i. Promote efficient use of public funds and resources and result in substantial cost savings to the city; and
    - ii. Protect the integrity of the public contracting process and the competitive nature of the procurement by not encouraging favoritism or substantially diminishing competition in the award of the contract.
5. The city may select a consultant for a contract under Section C.2. from the following sources:
- a. The city's list of qualified consultants generated by soliciting interest from those potential consultants that may be interested in direct appointment and consultants that have adequately performed for city under prior contracts;
  - b. Another contracting agency's list of consultants that the contracting agency has created; or
  - c. Any consultants offering the required services that the city reasonably can identify under the circumstances.
- D. The city may use the informal selection procedure to obtain a contract for architectural, engineering, photogrammetric mapping, transportation planning or land surveying services or related services if the estimated fee is expected not to exceed two hundred fifty thousand dollars.
1. City shall create a request for proposals (RFP) that includes at a minimum the following:
- a. A description of the project for which a consultant's related services are needed and a description of the services that will be required under the resulting contract;
  - b. The anticipated contract performance schedule;
  - c. That city will use pricing policies, proposals or other pricing information as part of the local contracting agency's screening and selection of prospective consultants;
  - d. The date and time proposals are due and other directions for submitting proposals;
  - e. How the city will rank proposals from prospective consultants, with a specific focus on: (1) which factors the local contracting agency will consider in evaluating proposals, including pricing policies, proposals or other pricing information; and (2) the relative weight the city will give each factor, disclosing at a minimum the number of available points for each factor or percentage each factor comprises in the total evaluation score and any other weighting criteria the city intends to use;

- f. Criteria upon which the most qualified consultant will be selected may include, but are not limited to, the following:
  - i. The amount and type of resources and number of experienced staff the consultant has committed to perform the services described in the RFP within the applicable time limits, including the current and projected workloads of such staff and the proportion of time such staff would have available for the services;
  - ii. Proposed management techniques for the services described in the RFP;
  - iii. The consultant's capability, experience and past performance history and record in providing similar services, including, but not limited to, quality of work, ability to meet schedules, cost control methods and contract administration practices;
  - iv. The consultant's approach to the services described in the RFP and design philosophy, if applicable;
  - v. The consultant's geographic proximity to and familiarity with the physical location of the project;
  - vi. Volume of work, if any, previously awarded to a consultant, with the objective of effecting equitable distribution of contracts among qualified consultants, provided such distribution does not violate the principle of selecting a well-qualified consultant for the type of professional services required;
  - vii. A consultant's ownership status and employment practices regarding women, minorities and emerging small businesses or historically underutilized businesses; and
  - viii. Whether the consultant owes a liquidated and delinquent debt to the city or State of Oregon.
- g. An estimate of the cost of professional services the city requires for the procurement either being a specific estimate of that cost, or a range of estimated costs;
- h. A statement directing proposers to the protest procedures; and
  - i. A sample form of the contract.
- 2. Provide the RFP to a minimum of five prospective consultants. If fewer than five prospective consultants are available, city shall provide the RFP to all available prospective consultants and shall maintain a written record of the city's efforts to locate available prospective consultants for the RFP. The city shall draw prospective consultants from the list generated in C.5. of this section; and
- 3. In the initial phase of the RFP, city will evaluate each prospective consultant on the basis of each consultant's qualifications to perform the services described in the RFP. At the end of the initial phase of the RFP, city will announce the evaluation scores of each consultant and rank each consultant according to the evaluation scores. City shall identify up to three of the highest ranked

prospective consultants as being qualified to perform the services described in the RFP, and as being eligible to participate in the second phase of the RFP process;

4. In the second phase of the RFP, city will request a pricing proposal from the highest ranked prospective consultants identified in the initial phase of the RFP. The pricing proposal:
  - a. Must consist of:
    - i. A schedule of hourly rates that the prospective consultant will charge for the work of each individual or each labor classification that will perform the professional services the local contracting agency requires for the procurement, in the form of an offer that is irrevocable for not less than ninety days after the date of the proposal; and
    - ii. A reasonable estimate of labor hours that the prospective consultant will require to perform the professional services the local contracting agency requires for the procurement; and
  - b. May include, at the local contracting agency's request, additional pricing information that is limited to:
    - i. A description of each task that the prospective consultant understands as comprising the professional services;
    - ii. A list of each individual or labor classification that will perform each task, together with the hourly rate that applies to the individual or labor classification; and
    - iii. A list of expenses, including travel expenses, that the prospective consultant expects to incur in connection with providing the professional services.
5. City shall complete the evaluation of the highest ranked prospective consultants that have decided to provide price proposals. In the city's final evaluation of the prospective consultants who have provided price proposals, the city shall not assign more than fifteen percent of the overall weight of the evaluation criteria in the second phase of the RFP to each consultant's price proposal.
6. If the city does not cancel the RFP after it reviews the qualifications of all prospective consultants and the price proposals received from the highest ranked consultants and ranks the highest ranked consultants from the second phase of the RFP, city will begin negotiating a contract with the highest ranked prospective consultant.
7. City shall, either orally or in writing, formally terminate negotiations with the highest ranked consultant, if the city and the consultant are unable for any reason to reach agreement on a contract within a reasonable amount of time. City may thereafter negotiate with the second ranked consultant, and if necessary, with the third ranked consultant until negotiations result in a contract. If negotiations with any of the top three prospective consultants do not result in a contract within a reasonable amount of time, city may end the particular informal solicitation and thereafter may proceed with a new informal solicitation under this rule or proceed with a formal solicitation.

- E. Except as provided in subsection B., C. or D. of this section, the city may enter into a personal services contract only by soliciting and evaluating proposals. Proposals shall be requested by public advertisement or by issuing a request for qualifications to establish a short list, followed by a request for proposals to the short-listed firms.
1. A public advertisement for personal services, when used, shall include the following:
    - a. The scope of services sought;
    - b. The desired start date and completion date of the services;
    - c. The deadline for submitting a response;
    - d. Where copies of the solicitation documents may be obtained;
    - e. Other information the requester deems relevant.
  2. A request for proposals shall include the following:
    - a. The scope of services sought;
    - b. All required contractual terms and conditions;
    - c. The desired start date and completion date of the services;
    - d. The deadline and procedures for submittal of the proposal;
    - e. The process for evaluation of the proposal and selection of the recipient of the contract, including the relative importance of each evaluation factor;
    - f. A statement that the city reserves the right to seek clarifications of the proposed project approach, projected costs, or the assignment of resources, and reserves the right to negotiate a final contract which is in the best interest of the city;
    - g. A statement that the city reserves the right to reject any or all proposals if it would be in the public interest to do so;
    - h. Other information the requester deems relevant.
  3. A request for qualifications, when used, shall include the following:
    - a. The scope of services sought;
    - b. The particular personal services qualifications required;
    - c. A requirement for respondents to submit (as applicable) information concerning personnel availability and experience, workload, and similar work performed in the past;
    - d. The desired start date and completion date of the services;
    - e. The deadline and procedures for submittal of qualifications;
    - f. The process for evaluation of the qualifications and selection of those to be short-listed;

- g. Other information the requester deems relevant.
- 4. The city shall select a consultant to provide architectural, engineering, photogrammetric mapping, transportation planning or land surveying services on the basis of the consultant's qualifications for the type of professional service required. City will solicit or use pricing policies and proposals or other pricing information, including the number of hours proposed for the service required, expenses, hourly rates and overhead, to determine consultant compensation only after the contracting agency has selected a consultant.
- 5. Protests of personal services solicitations shall be administered in accordance with Section 2.24.160 of this chapter. Protests of personal services contract awards shall be administered in accordance with Section 2.24.170 of this chapter.
- 6. The procedures in this section also shall be used by the city for the final selection of a consultant for architectural, engineering, and land surveying services for local government public improvements procured through a state agency in accordance with ORS 279C.125.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

## **2.24.190 Exemption from competitive bidding for a public improvement contract.**

- A. The city council may exempt a public improvement contract or a class of public improvement contracts from competitive bidding upon approval of the following written findings, and before final adoption of the findings, holding a public hearing for which notification is published in the Daily Journal of Commerce and any other publication(s) the city deems appropriate at least fourteen days before the hearing, that:
  - 1. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and
  - 2. The awarding of public improvement contracts under the exemption will result in substantial cost savings to the city.
- B. In granting an exemption under this section, the city shall, when appropriate, use alternate contracting methods that take account of market realities and modern practices and are consistent with the public policy of encouraging competition.
- C. A public improvement contract may be exempted from competitive bidding if emergency conditions require prompt execution of the contract. If the city declares an emergency, any contract awarded under this subsection must be awarded within sixty days following declaration of the emergency.
- D. An exemption under this section may authorize or require the award of a public improvement contract by competitive proposals. A contract awarded under this subsection may be amended only upon approval of the city manager.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 801, § 1, 1-11-2011; Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.200 Negotiations with lowest bidder for a public improvement contract.**

- A. If a public improvement contract is competitively bid and all responsive bids from responsible bidders exceed the city's cost estimate, the city may negotiate with the lowest responsive, responsible bidder prior to awarding the contract in order to solicit value engineering and other options to attempt to bring the contract within the city's cost estimate.
- B. A negotiation with the lowest responsive, responsible bidder under this section may not result in the award of the contract to that bidder if the scope of the project is significantly changed from the original bid proposal.
- C. The records of a bidder used in contract negotiations under this section are not subject to public inspection until after the negotiated contract has been awarded or the negotiation process has been terminated.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.210 Brand name specifications for a public improvement contract.**

- A. Specifications for public improvement contracts may not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller, unless the product is exempt under subsection B. of this section. Specifications may cite a brand name or mark for the purpose of indicating a desired type or quality of product, provided that the specifications allow for the use of approved equal products and such approval is not unreasonably withheld.
- B. The city manager or CPO may exempt certain products or classes of products from subsection A. of this section upon any of the following findings:
  - 1. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts;
  - 2. The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the city;
  - 3. There is only one manufacturer or seller of the product of the quality desired; or
  - 4. Efficient utilization of existing equipment or supplies requires the acquisition of compatible or like equipment or supplies.

(Ord. 769 § 1 Att. A (part), 2006)



(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.220 Subcontractor disclosure for a public improvement contract.**

The first-tier subcontractor disclosure form, when required by ORS 279C.370 for a public improvement contract, must be submitted to the city within two working hours after the date and time of the deadline when bids are due to the city.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.230 Bid security for a public improvement contract.**

- A. A bid submitted in response to a solicitation for a public improvement contract shall be accompanied by a bid security in the amount of ten percent of the total bid amount.
- B. The bid security may be in the form of a bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check, or certified check.
- C. A public improvement contract in an amount estimated to be less than fifty thousand dollars may be exempted from the requirements in subsections A. and B. of this section by the city manager or CPO. The city council may also exempt other contracts or classes of contracts from the requirements in subsections A. and B. of this section.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

### **2.24.240 Performance and payment bonds for a public improvement contract.**

- A. A successful bidder for a public improvement contract shall promptly execute and deliver to the city a performance bond and a payment bond, each in an amount equal to the full contract price.
- B. A cashier's check or certified check may be submitted in lieu of the required performance bond.
- C. A public improvement contract in an amount less than fifty thousand dollars may be exempted from the requirements in subsections A. and B. of this section by the city manager or CPO. The city council may also exempt other contracts or classes of contracts from the requirements in subsections A. and B. of this section.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

## 2.24.250 Definitions.

- A. Unless the context or a specifically applicable definition requires otherwise, the terms used in this chapter shall have the meaning as defined in ORS Chapters 279A, 279B, and 279C.
- B. In addition to the definitions set forth in the Public Contracting Code, for purposes of this chapter the following definitions also apply:

"Advantageous" means in the city's best interests, as assessed according to the judgment of the city.

"Best value" or "optimal value" means evaluation or assessment of performance factors and other aspects of service and product quality, as well as pricing, which may include, but not be limited to, combinations of quality, services, time, total cost of ownership considerations, and the probability of the vendor performing the requirements.

"Compatible" or "like" means a product capable of being used efficiently and effectively with existing equipment, supplies, tools, parts, and/or employee training.

"Complex systems" are defined as those systems which incorporate the procurement of materials or other components which are difficult, if not impossible, to create in an "equal" specifications basis for competitive bid.

"Favorable terms" are contracts and purchases shall be negotiated on the most favorable terms in accordance with this chapter, other adopted ordinances, state and federal laws, policies and procedures.

"Life cycle costing" means the total cost of ownership, including the total cost of acquiring, operating, maintaining, supporting, and if applicable, disposal.

"Procurement" is the act of purchasing, leasing, renting or otherwise acquiring goods or services. Procurement includes each function and procedure undertaken or required to be undertaken by the city to enter into a public contract, administer a public contract and obtain the performance of a public contract under the Oregon Public Contracting Code.

"Service contract" means a contract that calls primarily for the contractor's time and effort rather than for an end product, including, but not limited to, HVAC maintenance, janitorial services, and tree service.

"Significant" is intended to mean substantial, but not necessarily the majority of the project as determined by cost.

"Total cost of ownership" is a comprehensive accounting of the total cost of acquiring a good or service, including initial costs, energy and operational costs, regulatory costs, solicitation costs, longevity and efficacy of service, and disposal costs.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

# **ORDINANCE NO.**

## **AN ORDINANCE UPDATING PUBLIC CONTRACT AND PURCHASING PROCEDURES AND AMENDING CHAPTER 2.24 OF THE TROUTDALE MUNICIPAL CODE.**

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

1. That the City as a State of Oregon municipality is subject to the Oregon Public Contracting Code (the "Code") Oregon Revised Statutes (ORS) 279A, 279B, and 279C.
2. That it is the policy of the City that a sound and responsive public contracting system should allow impartial, meaningful, and open competition, conducted in a cost efficient manner, preserving formal competitive selection as the standard for public contracts unless otherwise specifically exempted herein, by state law, or by subsequent ordinance or resolutions.
3. That by Ordinance No. 220 on March 16, 1976, the Troutdale City Council (Council) was designated as the Local Contract Review Board and was granted to it all the powers conferred on the board by statute and all such additional powers as authorized by state law.
4. That by Ordinance. No. 761 on February 8, 2005, the Council established the Troutdale Municipal Code (TMC), Public Contracts and Purchasing Chapter 2.24 as the City's procurement rules pursuant to ORS 279A.065(2), rather than the City be subject to the Attorney General's promulgated administrative rules known as the Model Rules.
5. That to continue to preserve, to the maximum extent allowed under State law, the city's home rule authority over public procurement, the City desires to continue to adopt its own rules of procedure rather than be subject to the Model Rules adopted by the Attorney General under ORS 279A.065(5).
6. That in order to continue to maintain its own Rules, the City must, in accordance with ORS 279A.065(6)(b), review its Public Contracting Rules, each time the Attorney General modifies its Model Rules in order to ensure that the City Rules remain consistent with applicable law.
7. That by Ordinance. No. 875 on January 25, 2022, the Council last updated the TMC Public Contracts and Purchasing Chapter 2.24.

8. That the Oregon Legislature has modified ORS 279A, 279B and 279C pertaining to public contracts and purchasing, and the Attorney General has modified the Model Rules.

9. That sitting as the Local Contract Review Board the Council is authorized to act on all such matters on behalf of the City, pursuant to ORS 279A.060, to adopt Public Contracting Rules.

10. That sitting as the Local Contract Review Board the Council has determined to make amendments to the City's public contracting rules to update them in compliance with the required Oregon Legislature amendments to the Oregon Public Contracting Code

11. That sitting as the Local Contract Review Board the Council finds it advisable and necessary to approve the updating the City Public Contracts and Purchasing Chapter 2.24 pursuant to ORS 279A.060, which will serve a valuable and necessary public purpose and is an authorized public purpose, and that doing so is in the best interest of the City.

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

Section 1. The Public Contracts and Purchasing Chapter 2.24 of the Troutdale Municipal Code select sections are amended to read as provided in Attachment A.

Section 2. The City hereby reserves to the maximum extent allowed under State law the city's home rule authority over public procurement.

Section 3. The Council is hereby designated to continue as the Local Contract Review Board of the City pursuant to ORS 279A.060 and shall have all of the rights, powers and authority necessary to carry out the provisions of Chapters 279A, 279B, and 279C (the "Public Contracting Code") and attached Rules.

Section 4. As the designated the Local Contract Review Board, actions taken by the Council governing public contracts and purchasing shall be deemed the actions of the Local Contract Review Board.

Section 5. Sitting as the Local Contract Review Board the Council, continues to declare that pursuant to ORS 279A.065(6) that the Attorney General's promulgated administrative rules known as the Model Rules pursuant to ORS 279A.065(2) do not apply to City.

Section 6. Sitting as the Local Contract Review Board the Council, pursuant to ORS 279A.055 and 279A.070 hereby accepts, approves, and adopts this Ordinance and Attachment A collectively known as the Troutdale Public Contracting Rules (the "Rules").

Section 7. Sitting as the Local Contract Review Board the Council, pursuant to ORS 279B.085 and 279C.335 as specified in this Ordinance and Attachment A hereby accepts, approves, and adopts the classes of special procurement and public improvement contract exemptions. Local Contract Review Board finds that the continued special solicitation methods for these classes of public contracts and exemptions and the methods approved for their award (1) are unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts, and (2) the awarding of public contracts under the exemption will result in substantial cost savings to City, or otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, or 279B.070 or under any rules adopted thereunder. Unless otherwise specified in a particular exemption rule, such contracts may be awarded in any manner that the City Manager deems appropriate to City's needs, including by direct appointment or otherwise. Except as otherwise provided, the City Manager will make a record of the method of award.

Section 8. These amended provisions of Chapter 2.24 of the Troutdale Municipal Code shall apply to any public contract of the City which is in a procurement process as of the effective date of this ordinance. Contracting and purchasing actions that are first advertised, but if not advertised then entered into, prior to the effective date of this ordinance shall be administered under the provisions of the Troutdale Municipal Code in effect at the time those actions are finalized. This ordinance applies to any public contract solicited or advertised after the effective date of this ordinance.

Section 9. This Ordinance amends, restates, supersedes, replaces portions the Public Contracts and Purchasing Chapter 2.24 of the Troutdale Municipal Code, and supersedes and repeals any and all ordinances, resolutions, and/or policies in conflict with this Ordinance. The Council may amend the Public Contracting Rules at any time in the same manner as that required for the Council to adopt an ordinance.

Section 10. In accordance with ORS 279A.065(6)(b), the City shall review its Public Contracting Rules, adopted herein, each time the Attorney General modifies its Model Rules in order to ensure that the Rules remain consistent with applicable law.

Section 11. The City Manager, Ray Young, and Chief Purchasing Officer and Finance Director, Erich Mueller, (each an "City Official") are designated to act on behalf of and in the best interest of the City, and without further action by the Council or Local Contract Review Board, the City Official is hereby authorized, empowered and directed to execute and implement, on behalf of the City, this Ordinance and may exercise all authorities,

powers and duties granted to a Contracting Agency under the Public Contracting Code and attached Rules, unless otherwise established by City policy, and to execute any and all other required and necessary documents to implement the intent of this Ordinance.

Section 12. Provisions of this Ordinance shall amend the Public Contracts and Purchasing Chapter 2.24 of the Troutdale Municipal Code, and the word “ordinance” may be changed to “code”, “article”, “section”, “chapter” or another word and the sections of the Ordinance may be renumbered, or re-lettered, the City Recorder is authorized to correct any cross-references and any typographical errors.

Section 13. This Ordinance shall be effective February 9, 2024.

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

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**Randy Lauer, Mayor**

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**Date**

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



Select Sections of the Troutdale Municipal Code,  
Chapter 2.24 PUBLIC CONTRACTS AND PURCHASING

(. . .)

2.24.080 Small procurement.

A. Any procurement of goods or services not exceeding twenty five thousand dollars, and any procurement of construction, public improvement or public works not exceeding twenty five thousand dollars, and any procurement of personal services not exceeding one hundred thousand dollars, may be awarded in any manner deemed practical or convenient by the DPO, including by direct selection or award.

B. A contract awarded under this section may be amended to exceed the dollars limitations of Section A. only upon approval of the city manager or chief purchasing officer (CPO).

C. A procurement may not be artificially divided or fragmented so as to constitute a small procurement under this section.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

(. . .)

2.24.090 Intermediate procurement.

A. Any procurement of goods or services exceeding twenty five thousand dollars but not exceeding two hundred and fifty thousand dollars, and any procurement of construction, public improvement or public works exceeding twenty five thousand dollars but not exceeding one hundred thousand dollars, and any procurement of personal services exceeding one hundred thousand dollars but not exceeding two hundred and fifty thousand dollars, may be awarded after seeking three informally solicited competitive price quotes or competitive proposals from prospective bidders. If three quotes or proposals are not reasonably available, fewer will suffice but the DPO shall make a written record of the efforts to obtain the quotes or proposals.

B. A contract awarded under this section may be amended to exceed the dollar limitations of Section A. only upon approval of the city manager or CPO.

C. A procurement may not be artificially divided or fragmented so as to constitute an intermediate procurement under this section.

(Ord. 769 § 1 Att. A (part), 2006)

(Ord. No. 875, § 1(Att. A), 1-25-2022)

(. . .)

#### 2.24.100 Formal procurement and exemptions.

A. Any procurement of goods or services, and any procurement of personal services exceeding two hundred and fifty thousand dollars, and any procurement of construction, public improvement or public works exceeding one hundred thousand dollars, shall be awarded only after a formal competitive solicitation process unless otherwise provided for in this chapter.

(. . .)

#### 2.24.105 Chief purchasing officer (CPO) duties.

A. Subject to the direction and control of the city manager, and except as otherwise specifically provided by these rules, the CPO shall administer these rules.

B. The CPO duties shall include:

(. . .)



# STAFF REPORT

*Two Resolutions, one each from the CITY and URA, both:*

**SUBJECT:** A Resolution Approving An Intergovernmental Agreement With Metro For The Sandy River Greenway Riverfront Trail Project.

**MEETING TYPE:** City Council - Regular Meeting      **MEETING DATE:** December 12, 2023

**PRESENTER:** Erich Mueller, Finance Director      **DEPARTMENT / AFFILIATION:** Finance Dept

**ACTION REQUIRED:** Resolution      **PUBLIC HEARING:** No

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

**STAFF RECOMMENDATION:** Approval      Adopt the proposed resolution(s)

**Exhibits:** A. Metro Trails Grant IGA.

**Subject Relates to:**

☐ Council Goals      ☐ Legislative      ☐ Land Use / Development      ☒ Other

*Improve and support development of the Confluence Site.*

**Summary Points:**

- Metro administers the Trails for Walking and Biking Program of competitive grants for local government park providers to construct trail segments.
- Metro has awarded a \$1,951,945 grant to support the construction of the Sandy River Greenway Riverfront Trail project.
- Approval of the grant IGA by both the City and Urban Renewal Agency (Agency) is necessary before the grant funds can be accessed.

**Background:**

In 2019 the electors of Metro approved Ballot Measure 26-203 authorizing \$475 million of general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. A portion of the bond measure proceeds are distributed through a

competitive grant program for local government park providers to construct trail segments.

As part of the 2022 grant cycle the Metro Council awarded the City a \$1,951,945 local government trails project grant to support the construction of the Sandy River Greenway Riverfront Trail project.

Our Grant Funding Specialist Bill Peterson crafted and submitted the application and has successfully managed the post approval process of obtaining the grant IGA. This process has included obtaining the required cultural and historic resources survey report. Also obtaining clearance from both State Historic Preservation Office (SHPO) on the treatment and protection of Native American human remains, and Tribal Historic Preservation Office. Bill Peterson would serve as the trail grant manager. The grant IGA is attached as Exhibit A.

Provisions of the trail bond fund requires the property owner to be party to grant agreement, therefore since the real estate is actually owned by the Agency, both the City and Agency need to approve the IGA.

The grant approved Sandy River Greenway Riverfront Trail project was estimated at \$3.5 million. The funding is to be provided in three parts; by this Metro grant, and a separate Oregon Parks and Recreation Department (OPRD) grant of \$749,900, which the IGA has already been approved the City Council. The remaining funds and required local matching funds for the completion of Sandy River Greenway Riverfront Trail project are to be funded from the Urban Renewal Agency tax increment through a loan from the City General Fund. The Metro grant also allows the OPRD funds to counted towards our local match requirement.

**Summary:**

The proposed resolution would approve the grant IGA providing a significant portion of needed funds for the construction of the Sandy River Greenway Riverfront Trail project.

**Pros & Cons:**

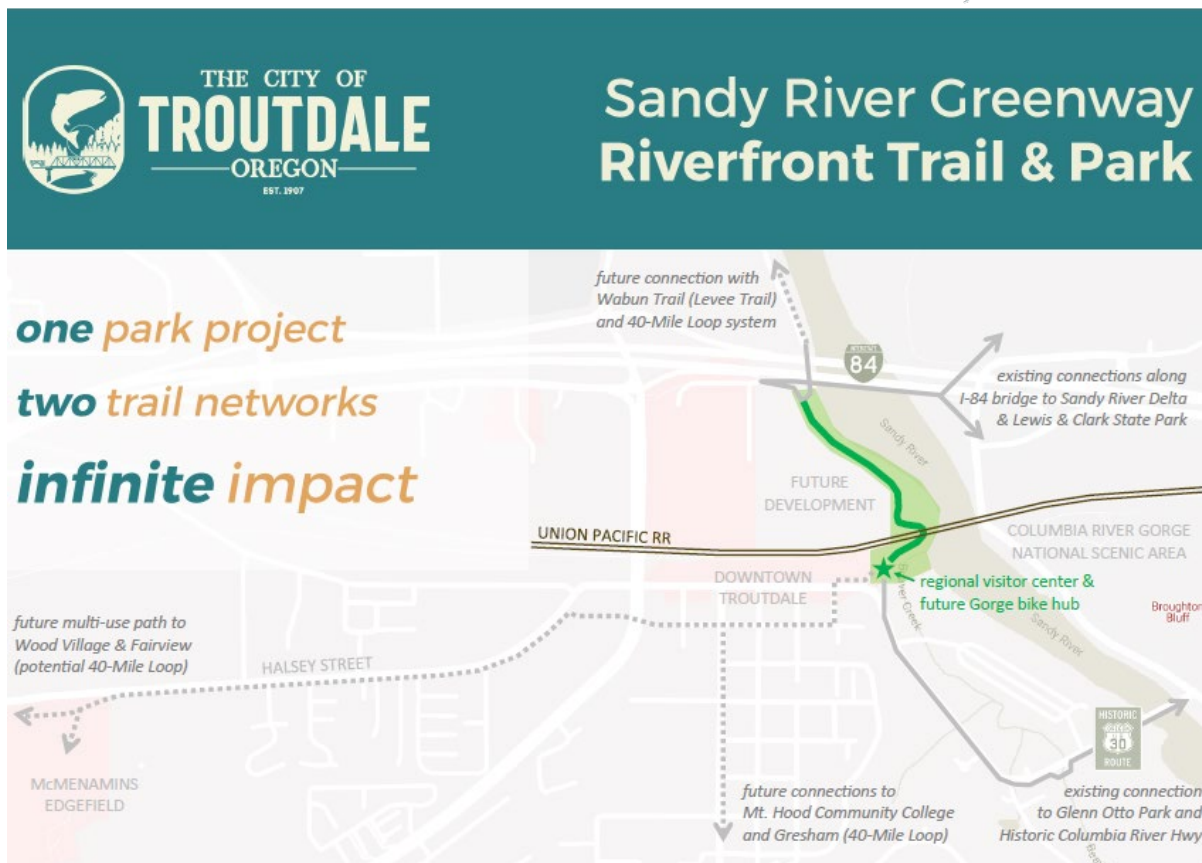
- Adopting the proposed resolutions approves the grant IGA with the Metro providing \$1,951,945 of needed grant funds for the Sandy River Greenway Riverfront Trail project.

- Not approving the proposed resolutions undermines the Sandy River Greenway Riverfront Trail project funding by preventing BOTH Metro from providing the \$1,951,945 AND the OPRD from providing \$749,900, as the City would have to provide the missing \$1.95 million as additional local match just to comply with the already approved to OPRD grant IGA.

### Oversight:

- Budget Impact:* ☒ Yes, current year (describe) ☒ Yes, future (describe) ☐ N/A  
The grant requires a local matching funds for the remainder of the required project resources, with some of the funds spent in each fiscal year.
- Community Involvement Process:* ☒ Yes (describe) ☐ N/A  
The adopted Troutdale Riverfront Renewal Plan.
- Approval by City Attorney:* ☐ Yes ☒ N/A

Reviewed and Approved by the City Manager: \_\_\_\_\_





# Intergovernmental Agreement Metro Trails Grants

Metro Contract No. XXXXXX

**\*Project:** Sandy River Greenway Trail

This Intergovernmental Agreement (“Agreement”) is between Metro, an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (“Metro”) and City of Troutdale, Oregon municipal corporation, and the Urban Renewal Agency of the City of Troutdale (“Grantee”).

## **Background**

Metro and Grantee have authority under ORS Chapter 190 to enter into this Agreement.

The electors of Metro approved Ballot Measure 26-203, Resolution number 19-4998, on November 5, 2019 (the “Measure”) authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure, in Exhibit F, provides that Metro distribute \$40 million of bond funds to create trails for walking and biking.

After the Measure was approved, Metro decided to dedicate \$20 million of these funds to grant awards to local governments to implement trails projects and developed the Trails Grant Handbook. The Handbook contains the requirements that each grantee must follow to receive its awarded share of Trails Grant Bond Funds. The Handbook requires grantees to apply the community engagement, racial equity, and climate resilience criteria of the Bond. The Handbook also provides guidance for trails grant implementation and addresses how bond funds may be administered to ensure delivery of the outcomes described in the bond measure. Metro will also provide a post-award Handbook outlining these requirements and how they will be reported upon. Metro may amend either Handbook with reasonable notice to grantees.

To provide flexibility to potential applicants, the Trails Grant application was combined with the Regional Flexible Fund Allocation providing applicants the ability to choose whether they wanted their application to be reviewed for one or both programs. A committee comprised of technical experts and community members provided an initial review of the applications. A risk assessment report was generated for each eligible application and a public comment period was held. Members of Metro’s Joint Policy Advisory Committee on Transportation Committee (JPACT), Transportation Policy Alternatives Committee (TPAC) and local government representatives were invited to provide additional feedback. Based on all of the above, a slate of grant awards totaling \$19,958,416.65 was presented to and approved by the Metro Council on September 29, 2022 as Resolution No. 2022-5285.

The parties agree as follows:

## **1. Term**

This Agreement is effective on November 1, 2023 and terminates on June 30, 2027, unless terminated or extended as provided by this Agreement.



# Intergovernmental Agreement

## Metro Trails Grants

Metro Contract No. XXXXXX

The parties may agree to one extension of the Agreement, not to exceed two years. After termination of the Agreement, Metro will reallocate any funds Grantee did not spend. Sections 9, 11, 12, 15, 17, and 19 survive termination of this Agreement. Notwithstanding the foregoing, all terms of this Agreement will terminate on June 1, 2040.

### 2. Agreement Amount

The amount of this Agreement may not exceed \$1,951,945. Grantee may use funds only for work completed during the term of this Agreement. Metro will not reimburse Grantee for funds that Grantee spent before the effective date of this Agreement.

### 3. Funding Limitations

Metro will provide the bond funds to Park Provider for the project outlined in the Scope of Work. The total amount of funds Metro provides may not exceed the project cost. Grantee will use the bond funds only for the purposes specified in this Agreement.

The Trails Grant Bond Funds are tax-exempt general obligation bond proceeds and may be used only to pay for expenditures that are capital costs. Grantee may not use fund for any capital costs incurred before the start date of term of this agreement.

Grantee may use Allocated Bond Funds for administrative Capital Costs, including staff costs and Overhead and Indirect Costs, up to a maximum of ten percent (10%) of the total Project Cost for each project. Metro will apply the 10% cap on the project and Grantee will be responsible for tracking and accounting for its costs to ensure compliance with the 10% cap.

### 4. Scope of Work

This Agreement establishes responsibilities of the parties concerning Sandy River Greenway Trail. Work will be performed pursuant to the Scope of Work, Exhibit A, which is incorporated into this Agreement.

### 5. Changes to Scope of Work

The parties authorize their respective Project Managers to modify the Scope of Work, upon mutual agreement in writing.

### 6. Funds Available

Metro certifies that at the time this Agreement is executed sufficient funds are available and authorized for expenditure to finance costs of this Agreement.

### 7. Billing Invoices and Payment for Services

# Intergovernmental Agreement

## Metro Trails Grants

Metro will disburse funds as set forth in the Scope of Work.

### 8. Right to Withhold Payments

Metro has the right to withhold payments as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim that may result from Grantee's performance or failure to perform under this Agreement.

### 9. Funding Recognition

- a. Grantee will (1) coordinate with Metro in selecting the date and time for any event recognizing, celebrating or commemorating any Project ground-breaking, completion, ribbon cutting or opening, and provide Metro an opportunity to participate, (2) recognize the Measure as a funding source at any such event, and (3) provide a speaking opportunity for the Metro elected official representing the district in which the project is located, if such opportunities are provided to Grantee or other public officials.
- b. Grantee will recognize Metro and the Measure in any publications, media presentations, or other presentations relating to or describing projects receiving Allocated Bond Funds. Such project recognition will be included on on-site documentation, for example signs, and in any published final products and visual presentations, web site information, collateral materials, newsletters, and news releases.
- c. At or before completion of any project, Grantee will install permanent signage at the project site in prominent and highly visible locations near each primary public access point or viewing access area and not located in a manner that would have a detrimental impact on any natural area view shed. The signage will acknowledge Metro's funding of the project and any other partners that have provided funding. Signage will (1) be a standard, free-standing sign provided by Metro, which Metro will make available to Grantee upon request at no cost to Grantee, or (2) include Metro's logo and script in other signage, with Metro's logo and script of a size in comparable proportion to the relative amount of funding provided by the Measure for the project being recognized, in relation to other agencies recognized on such signage. Metro's logo and script should not be larger than the logo and script of Grantee. Metro will make its graphics available upon request at no charge to Grantee.
- d. When Grantee opens the project to the public, Grantee will plan and hold at least one community/media event to publicize the project and its relationship to the Measure. Grantee will provide the Trails Grant Program Manager with written notice of such event at least four (4) weeks before the scheduled event to coordinate with and allow for participation by Metro staff and elected officials.

### 10. Forfeit of Unspent Funds

If Grantee fails to start or complete the Project or completes the Project without expending all of the funds, Metro will retain any funds not expended.

# Intergovernmental Agreement Metro Trails Grants

## Project Records, Audits and Inspections

Grantee will maintain comprehensive records and documentation relating to the project for which it seeks payment from Metro pursuant to this Agreement, including, without limitation, the establishment and maintenance of books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of any nature that Grantee incurred or anticipated to be incurred for the performance of this Agreement (collectively, the "Project Records") in sufficient detail to permit Metro or its auditor to verify how Grantee spent Allocated Bond Funds. Project Records includes all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with any Project and any other records necessary to clearly document:

- a) Grantee's performance of this Agreement, including but not limited to Grantee's compliance with this Agreement;
- b) Any claims arising from or relating to the performance of Grantee under this Agreement or any public contract entered into by Grantee that is related to this Agreement;
- c) Any cost and pricing data relating to this Agreement;
- d) Payments made to all suppliers, contractors and subcontractors engaged in any work for Grantee related to this Agreement; and
- e) Any financial match or other contribution of funds from any other source relating to any project.

## 11. Records Maintenance and Access

The parties must maintain all fiscal records related to this Agreement in accordance with generally accepted accounting principles. The parties must maintain books, documents, and other records related to the subject Agreement. Grantee will maintain Project Records for the longer period of either (A) three (3) years after the final maturity of the bonds issued for the Trails Grant Bond Funds, or (B) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that commences within six (6) years from the date of termination of Metro's obligation to provide funds pursuant to this Agreement. Each party must make records available to the other party and its authorized representatives, including but not limited to the staff of any department, at reasonable times and places regardless of whether litigation has been filed on any claims.

## 12. Public Records

All Project Records are public records subject to disclosure under Oregon Public Records Law unless otherwise exempt.

## 13. Ownership of Documents

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Grantee pursuant to this Agreement are the property of Grantee, and it is agreed by the parties that such documents are works made for hire. Grantee hereby conveys, transfers, and grants to Metro non-exclusive rights of reproduction and the copyright to all such documents.

# Intergovernmental Agreement

## Metro Trails Grants

### 14. Indemnification

Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, Grantee agrees to indemnify and defend Metro and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees at trial and on appeal, arising out of or in any way connected with its performance of this Agreement, and for any claims or disputes involving subcontractors or partners.

### 15. Insurance

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

### 16. Project Failure, Misuse of Allocated Bond Funds and Repayment

Grantee will use the bond funds strictly in accordance with the terms set forth in this Agreement. Metro will seek all available remedies from Grantee for breach of this Agreement, including without limitation reimbursement to Metro of any costs related to Grantee's breach and repayment with interest to Metro of bond funds. Construction and Planning Projects must start within ninety days after Metro disburses funds and failure to meet this timeline is a breach of this Agreement. Grantee will inform Metro if a Construction Project is not expected to start within 90 days and will confer with Metro to resolve Grantee's breach. Grantee acknowledges and affirms its obligations even if Grantee's breach of the Agreement is no fault of Grantee.

### 17. Termination

This Agreement may be terminated as follows:

- A. Joint Termination for Convenience. Metro and Grantee may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision will be effective only upon a mutual, written termination agreement signed by both Metro and Grantee. Within 30 days after termination pursuant to this provision, Grantee will submit an itemized invoice for all unreimbursed project work completed before the effective date of termination, provided that Metro will not be obligated to make any payment other than for work specifically provided for in this Agreement. Metro will not be liable for any costs invoiced later than 30 days after termination; provided, however, that Metro may reimburse additional costs, at Metro's sole discretion, if Metro reasonably determines that the delay was due to factors beyond Grantee's control.

# Intergovernmental Agreement

## Metro Trails Grants

Metro Contract No. XXXXXX

- B. By any party if another party commits any breach or default of any covenant or obligation under this Agreement. To be effective, the party intending to terminate must give the other party written notice of default and its intent to terminate. If the breaching party does not entirely cure such breach, default, or failure within thirty days after receipt of notice, or such longer period of cure as may be specified in the notice, then this Agreement may be terminated at any time thereafter by giving a written notice of termination.

Any termination of this Agreement does not prejudice any rights or obligations accrued to the parties before termination.

### **18. Oregon Constitution and Tax-Exempt Bond Covenants**

Grantee acknowledges that Metro's source of funds for the Trails Grant Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders is currently exempt from federal and Oregon personal income taxes. Grantee covenants and agrees that (A) it will take no actions that would jeopardize Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules, and (B) it will use all Allocated Bond Funds disbursed hereunder to pay for or reimburse costs that are of a type that are properly chargeable to a Capital Cost (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds. If Grantee breaches these covenants, Grantee will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursement of Metro for the project funded under this Agreement.

### **19. Public Contracting**

Grantee is solely responsible for ensuring that all projects receiving Allocated Bond Funds comply with prevailing wage rate law, as applicable, and with applicable provisions of ORS chapters 279A, 279B, and 279C, Troutdale Municipal Code Chapter 2.24, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon. Grantee and all employers working under this Agreement are subject employers that will comply with ORS 656.017.

### **20. Notices; Project Managers**

All notices and other written communication between the parties under this Agreement, other than payment requests required pursuant to Attachment 1 of Exhibit A<sub>2</sub> must be given in writing by email or delivered via US mail or courier. The parties appoint the following representatives for receiving notice and as project managers for this Agreement.

# Intergovernmental Agreement Metro Trails Grants

Metro Contract No. XXXXXX

Metro:

Gabrielle Brown  
Trails Grant Program Manager  
600 NE Grand Ave.  
Portland, OR 97232  
[gabrielle.brown@oregonmetro.gov](mailto:gabrielle.brown@oregonmetro.gov)

Grantee:

Bill Peterson  
Trail Grant Program Manager  
City of Troutdale  
2200 SW 18<sup>th</sup> Way  
Troutdale, OR 97080  
[bill.peterson@troutdaleoregon.gov](mailto:bill.peterson@troutdaleoregon.gov)

with copy to:

Office of Metro Attorney  
600 NE Grand Avenue  
Portland, OR 97232  
[michelle.bellia@oregonmetro.gov](mailto:michelle.bellia@oregonmetro.gov)

The parties may change the addresses by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the Party for whom it is intended. Telephone numbers are for information only.

## **Standard Contract Terms**

### **21. Dispute Resolution and Forum**

This Agreement is to be construed according to the laws of the State of Oregon. The Grantee and Metro will negotiate in good faith to resolve any dispute arising out of this Agreement.

### **22. Compliance with Law**

Grantee will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to its investment and expenditure of the Allocated Bond Funds. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is



# Intergovernmental Agreement

## Metro Trails Grants

Metro Contract No. XXXXXX

defined in the Americans with Disabilities Act. For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit receiving funds pursuant to this Agreement.

### **23. Independent Contractor Status**

Grantee is an independent Contractor for all purposes and is entitled only to the compensation provided for in this Agreement. Under no circumstances will Grantee be considered an employee of Metro.

Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

### **24. No Third-Party Beneficiary**

Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

### **25. Assignment**

A party may not subcontract, assign, or transfer any rights or obligations under this Agreement without the prior written consent of the other parties.

### **26. Survival**

All obligations relating to indemnification, default or defect in performance, limitation of liability, publicity, proprietary rights, and obligations to make payments that become due under this Agreement before termination (except those payments for services not performed by the date of termination will be prorated) survive termination or expiration of this Agreement and, to the extent applicable, remain binding and in full force and effect.

### **27. Limitations**

This Agreement is subject to the limitations of the Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provision of this Agreement that conflicts with the above-referenced laws are invalid and unenforceable.

### **28. Interpretation of Agreement**

This Agreement will not be construed for or against any party by reason of authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and may not be used in constructing or interpreting this Agreement.

# Intergovernmental Agreement Metro Trails Grants

## **29. Entire Agreement; Amendment**

This Agreement is the entire agreement among the parties and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The Parties may not waive, alter, modify, supplement or amend this Agreement except by written amendment signed by both Parties.

## **30. Choice of Law**

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement will be governed by the laws of the State of Oregon and will be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

## **31. No Waiver of Claims**

The failure to enforce any provision of this Agreement does not constitute a waiver of that or any other provision.

## **32. Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

## **33. Severability**

If any term or provision of this Agreement is held invalid or unenforceable by a court order or judgment, the validity of the remaining provisions are not affected.

## **34. Authority**

The representatives signing on behalf of the parties certify that they are authorized to make this Agreement by the party for which they sign.

## **ATTACHMENTS:**

Exhibit A:	Scope of Work
Attachment 1 to Exhibit A:	Payment Request and Financial Reporting Requirements
Attachment 2 to Exhibit A:	Narrative Report Requirements
Attachment 3 to Exhibit A:	Post-Construction Restrictions on Sale and Use
Attachment 4 to Exhibit A:	Final Budget and Scope of Work Submitted by Grantee post award
Attachment 5 to Exhibit A:	Original application submitted by Grantee

# Intergovernmental Agreement Metro Trails Grants



**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

Metro Contract No. XXXXXX

## **METRO**

## **CITY OF TROUTDALE**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Exhibit A to Intergovernmental Agreement: Scope of Work

Metro Contract No. XXXXX

**A. GRANTEE NAME:** City of Troutdale

**B. PROJECT DETAILS:**

1. **Project Name:** Sandy River Greenway Trail
2. **Project Contact Information:** Bill Peterson, [bill.peterson@troutdaleoregon.gov](mailto:bill.peterson@troutdaleoregon.gov)
3. **Project Description:** The city will build a riverfront path connecting downtown Troutdale to the 40-Mile Loop, Thousand Acres Natural Area and a major industrial employment area.
4. **Project Location:** Connects from the I-84 trail underneath the bridge over the Sandy River and continues south for nearly a quarter mile ending at the regional visitor center located at 475 E Historic Columbia River Hwy., Troutdale, OR 97060
5. **Project included in Metro Regional Trails System Plan:** Yes
6. **Project phase (Planning/Project Development, ROW/Acquisition, Construction):**  
Planning/Project Development, Construction
7. **Stabilization Plan for Land Acquisitions (if applicable):** Please refer to Trails Grant project application (Attachment 5) submitted by City of Troutdale.

The Grantee and Metro may modify the Scope of Work, outlined in this attachment, upon mutual written agreement. The parties may agree to minor changes in writing by email.

**C. PROJECT REQUIREMENTS:** The Project will comply with the following (collectively referred to as the “**Project Requirements**”):

**1. Project Budget:**

See project budget in attachment 4 for detailed budget

- a. Amount of Allocated Bond Funds recommended based on the application by the committee and approved by Metro Council (**Original Grant Award plus cultural resources discovery funds**): \$1,951,945
- b. Project match provided by Grantee: \$1,597,046  
As reviewed and approved by Metro, project match minimum is 45% based on project location. Grantee budget provides \$1,597,045 in match, therefore meeting the minimum requirement.
- c. Total Project Budget: \$3,548,990

**2. Equity in Contracting, Workforce Diversity, Construction Career Pathways Requirements:**

As outlined in the [Bond Local Share Contract Equity and Workforce Equity guidance document](#), jurisdictions with existing policies that align with the Construction Career Pathways Regional Framework should implement those policies on local projects to the fullest extent possible.

**3. Project Timeline:**

(For details on specific timeline items, see Attachment 4)

**Phase 1: Engineering and Cultural Resources Work**

# Exhibit A to Intergovernmental Agreement: Scope of Work

Metro Contract No. XXXXX

**Task 1:** Complete cultural evaluation (desktop survey) and engage Tribal interests in the project

Estimated completion date: 04/2023

**Task 2:** Engineering/Design

- Submit 60% design plans to Metro for review before finalizing 90% design
- Complete 90% design plans

Estimated completion date: 05/2023

**Task 3:** Permitting

- Obtain permits from regulatory agencies
- Obtain permit from Railroad
- Complete Inadvertent Discovery Plan (IDP)

Estimated completion date: 06/2023

**Task 4:** Engineering

- Advertise, bid evaluate and award bids (emphasis & preference), phase 1
- Complete bid set for Phase 2 reflecting modifications for RR
- Advertise, bid evaluate and award bids (emphasis & preference), phase 2

Estimated completion date: 09/2023

## **Phase 2: Community Engagement**

Utilize opportunities to gather with Tribal interests, community members and public reviews of plan phases and work

Estimated completion date: 08/2024

## **Phase 3: Construction**

- Selected Contractor completes all elements of Phase 1
- Construct Phase 2

Estimated completion date: 08/2024

## **Phase 4: Opening Celebrations**

Multiple opening events to launch the facility and honor the Tribal interests as well as community members engaged and recognition of Metro Trail Bond funding

Estimated completion date: 10/2024

## **4. Payment schedule based on project milestones:**

(For details on how to request payment and report financials, see Attachment 1)

### **Phase 1:**

**Deliverables required before payment can be made on phase 3 (Construction):**

# Exhibit A to Intergovernmental Agreement: Scope of Work

Metro Contract No. XXXXX

- Plan review set for 90% design to Metro, allowing Metro 3 weeks for review. Payments for phase 2 will not be made until 90% design plans have been reviewed and approved by Metro
- Completed Inadvertent Discovery Plan submitted to Metro for review

## **Phase 2 - 4: Community Engagement/Construction/Opening Celebration**

### **Deliverables:**

- Summaries of the comments and feedback received during community engagement processes (same as will be shared with the community at a minimum).
- At completion of project the final close-out report must be submitted. As outlined in Attachment 1 of this exhibit, Metro may withhold the release of 5% retainer until the receipt and approval of the final report

## **D. REQUIREMENTS FOR ALL PROJECTS**

### **1. Signage:**

- i. Meet the requirements for recognition of Metro as outlined in section 9 of the IGA.
- ii. For construction projects, grant recipients will be required to design, install and maintain wayfinding signs along the new trail, in accordance with the [Intertwine Regional Trail Wayfinding Signage Guidelines](#).
- iii. All signage, interpretation, access points, art and other improvements should reflect the values and needs of the community, including historically marginalized groups

2. **Trail Counts:** Grantees are required to purchase and install electronic trail visitor counters to monitor and report user volumes along the newly built project.

3. **Accessibility Compliance:** At a minimum, capital projects funded by Trails Grants must meet applicable federal Americans with Disabilities Act standards and state accessibility standards (see Oregon Structural Specialty Code. Where state or federal standards do not exist, Metro will consult with Grantee on any additional accessibility needs identified by Grantee.

### **4. Tribal Government Engagement:**

All projects will comply with applicable federal, state and local cultural and historic resource protection laws, including without limitation guidance provided by the Oregon State Historic Preservation Office (SHPO) on the treatment and protection of Native American human remains. A list of state and federal law and rules that apply to SHPO processes is available at <https://www.oregon.gov/oprd/OH/Pages/lawsrules.aspx>. Before construction begins, Grantee will contact the Legislative Commission on Indian Services (LCIS) to identify any interested Tribes related to the project. If LCIS identifies an interested Tribe, Grantee will notify that Tribe to inform the Tribe of the project



# Exhibit A to Intergovernmental Agreement: Scope of Work

Metro Contract No. XXXXX

details and seek input from the Tribe regarding cultural and historic resources within the project.

Consistent with state law, all projects that include ground disturbing activities will work with a qualified archeologist to produce a cultural resource survey of the affected area and an Inadvertent Discovery Plan (IDP) to guide project implementation. A template IDP can be found here:

[https://www.oregon.gov/oprd/OH/Documents/IDP\\_Template.docx](https://www.oregon.gov/oprd/OH/Documents/IDP_Template.docx).

Metro staff are available to provide technical assistance to facilitate Grantee's contact with Tribal historic preservation offices, natural resource offices, or consultation teams and any other matter related to cultural and historic resources. For technical assistance, Metro will rely on SHPO and best practices developed through consideration of Section 106 of the National Historic Preservation Act to assist and guide Grantee's development of the project in compliance with state law and best practices.

5. Grantee will follow the design approach and decision-making process as defined in the **Designing Livable Streets and Trails Guide**<sup>1</sup> (Metro, 3rd edition; October 2019) and any updates in effect at the time this agreement is signed. Other street and trail design guidelines, including those developed by local agencies, the National Association of City Transportation Officials, the Institute of Transportation Engineers, the Oregon Department of Transportation, the American Association of State Highway and Transportation Officials, and the Federal Highway Administration, may also be referred to as long as the design approach and decision-making process used are consistent with Metro's guidelines.
6. Grantee will **update local network maps** (such as those found in transportation system plans or parks system plans) and provide relevant network data to Metro in ArcGIS format. Metro will provide guidelines on network data submissions upon request.
7. **Notice of Material Changes:** Grantee will notify Metro of any events during acquisition process, planning or construction that materially affect the Project.

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<sup>1</sup> <https://www.oregonmetro.gov/tools-partners/guides-and-tools/guidelines-designing-livable-streets-and-trails>

**ATTACHMENT 1 TO EXHIBIT A**  
**Payment Request and Financial Reporting Requirements**

**ANNUAL FINANCIAL REPORT.**

On or before July 31 of each year during the Term, beginning in the year Metro first provides a disbursement of any portion of the Allocated Bond Funds to Grantee for a project, Grantee will prepare a financial report using template provided by Metro. The Annual Financial Report will contain (A) an itemized list of Grantee's expenditure of Allocated Bond Funds through the end of the applicable fiscal year and the prior fiscal year, (B) a certification from Grantee to Metro that the Allocated Bond Funds were used only to pay for Capital Costs and the Capped Project Costs do not exceed the 10% cap described in Section 3, and (C) such other financial items related to this Agreement Metro requests in writing with reasonable notice to Grantee. Metro may revise the template and will provide Grantee with notice at least three months before requiring Grantee to use the revised template.

**CONSTRUCTION OR PLANNING PROJECT PAYMENT REQUEST PROCEDURES**

**A. Final Approval of Construction or Planning Project**

1. Grantee's request for Final Approval of a Construction or Planning Project must include general project information, including a project narrative, finalized sources and uses information, a draft project site/design plan, a final construction contract schedule of values or final evaluation of planning costs, and any other information Metro determines is necessary.
2. Metro will issue a final approval of the project to Grantee upon Metro's determination that the project is consistent with this Agreement and the Trails Grant Handbook.
3. **Retainage:** Metro will reserve as retainage from any initial advance or reimbursement payment an amount equal to five percent (5%) of the requested amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and a final report is submitted and finally approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment or as an additional payment after the approval of the final reimbursement request.

**B. Initial Advance Requests**

1. **General:** Following the execution of this Agreement, Grantee may request disbursement of a portion of its Allocated Bond Funds from Metro.  
Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved **Construction Project** if Metro determines that (a) Grantee has completed all plans and specifications; (b) all applicable permits and construction contracts are in place; and (c) construction will begin within ninety days of the receipt of the Initial Advance Request payment by Grantee.  
Metro may, at its discretion, advance a portion of the projected budget not exceeding 30% of the Project Costs for each approved **Planning Project** if Metro determines that the funded project items will commence within ninety days of request.  
To receive a disbursement of the Initial Advance, Grantee must receive final approval from

Metro of any changes to the Construction or Planning Project.

2. **Initial Advance Request information:** Grantee must submit the information through Metro's online system (ZoomGrants).

If Grantee cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Trails Grant Program Manager(s).

3. **Metro payment of Initial Advance Request:** The Initial Advance request is optional. If Grantee would like to receive these funds Grantee will submit a request when the following conditions are met:

- This Grant Agreement has been fully executed
- Funded project work will begin no later than ninety days from the time of submission
- For construction projects, the conditions outlined in B.1 above are met

After the above conditions are met, Grantee is eligible to request thirty percent (30%) of the Award Amount, not to exceed \$585,583.50 (the "Initial Advance"). Once approved, Grantee will receive payment of initial advance less the five percent (5%) retainage not to exceed \$556,304.32

**To receive funds:** Grantee will submit a reimbursement request cover sheet indicating the request is for the upfront payment. Metro's Grants and Contracts Coordinator and Trails Grant Program Manager(s) will review the submitted document and recommend approval for payment to the Team Manager. Metro will disburse funds within forty-five days of receiving all necessary documents. Metro will reimburse Grantee by electronic funds transfer (via Automated Clearing House or wire) or check.

### C. Reimbursement Requests

1. **General.** After using all of the Initial Advance, Grantees must seek reimbursement for additional Capital Costs or planning costs incurred in arrears up to the total Project Cost. Grantees must provide accounting of payment and any required match of the Initial Advance before requesting additional reimbursement payments. Grantees may seek reimbursement as frequently as once per quarter. At a minimum, Grantees must submit a Reimbursement Request at least once a year in alignment with fiscal year end reporting requirements (see Annual Financial Report requirements).

- a. **Project Match Reporting:** Grantee will include any matching funds (cash or in-kind) with each payment request. Match may exceed the percentage minimum outlined in Exhibit A, Scope of Work, above but must maintain the minimum percentage for project match submitted to date for Metro to approve payment of all reimbursable funds in a request. Metro may make a partial payment, in line with match to date, if necessary.

- i. Match must be for expenses or services during the contract term with the exception of acquisition costs which can be submitted if they fall within one year prior to the project application date.

- ii. Metro funds or staff time may not be used as match.

**2. Each Reimbursement Request must include:**

- a. Proof of payment of the Initial Advance and correlating percentage of match until such time as the advance has been fully reported and spent down.
- b. A Request for Reimbursement itemized statement of expenses for each Construction or Planning Project showing a schedule of charges being submitted for reimbursement and match including the name of the vendor or person who was paid, description of charge and amount. The schedule of charges should list which costs are or are not subject to the Capped Capital Costs and indicate with which budget category from the project submission the expense corresponds. The total on the itemized statement should match the amount indicated on the Reimbursement Request for Release of Funds.
- c. A completed Reimbursement Request for Release of Funds on a form provided by Metro, signed by an authorized representative of Grantee certifying:
  - i. Compliance with all Program Requirements and Project Requirements set forth in **Exhibit A** of the Agreement;
- d. Grantee must submit the information through Metro's online system (ZoomGrants). If Grantee cannot submit request through ZoomGrants they can email it to the Grants and Contracts Coordinator and the Trails Grant Program Manager(s).

**3. Metro payment of Reimbursement Request:** Metro's Grants and Contracts Coordinator and Trails Grant Program Manager(s) will review the submitted documents and recommend approval for payment to the Program Director or request additional information from Grantee as needed. Metro will disburse funds within forty-five days of receiving all necessary documents. Metro will reimburse Grantee by electronic funds transfer (via Automated Clearing House or wire) or check.

**4. Final payments:** Metro will release final payments at the close of each project following receipt and formal acceptance of project close-out report by Metro staff.

**ATTACHMENT 2 TO EXHIBIT A  
NARRATIVE REPORT REQUIREMENTS**

**REGULAR REPORTING REQUIREMENTS.**

1. Metro distribution of Allocated Bond Funds is conditioned on Grantee's ongoing demonstration of progress on each project as presented through Progress Reports every six months, updates in staff-to-staff conferences as needed and an annual impacts and outcomes report as described in Section C below. Additionally, financial reporting on funds spent and meeting match requirements are outlined in attachment 1 to the Scope of Work. Metro may revise any report template and will provide Grantee with notice at least three months before requiring Grantee to use the revised template.
  - a) Staff-to-Staff Conferences. Grantee and Metro staff will confer as requested by either party by telephone, video conference, in-person meetings, or site visits. Topics will include project progress, support needs, challenges or issues, and opportunities to share progress with the community and the Metro Council.
  - b) Bi-annual progress reports. By June 30 and December 31 of each year during the Term (or until project completion and final report is submitted), Grantee will provide brief updates in writing via ZoomGrants in response to questions provided by Metro, describing project status (scope, schedule budget) and identifying any issues that may delay or interfere with project completion.
  - c) Annual Outcomes and Impacts Report. On or before July 31 of each year during the term, Grantee will prepare a report via ZoomGrants describing outcomes and impacts using a template provided by Metro. The Annual Outcomes and Impacts Report will (A) describe the project's compliance with the Program Requirements, (B) track outcomes that have been emphasized in the Program Requirements, and (C) demonstrate the impact of investments from the Allocated Bond Funds. Metro may revise the template and will provide Grantee with notice at least three months before requiring Grantee to use the revised template.
  - d) Annual report on Equity in Contracting, Workforce Development and Construction Career Pathways requirements (see Exhibit A, Scope of Work, section C2). Metro will provide additional context and information on reporting metrics ahead of the first required report.
  - e) Final Report. After completion of the grant project, Grantee will provide a Final Report via ZoomGrants on a template provided by Metro. This report will serve as the permanent public record of the grant project for Metro.

**ATTACHMENT 3**  
**Post-Acquisition and Post-Construction Restrictions On Sale and Use**

The Post-Acquisition and Post-Construction Restrictions on Sale and Use apply until the end of the Term of the Agreement.

**I. Post- Acquisition Restrictions:**

Grantee may not sell or otherwise authorize the use of such property for a use other than as a Bond Required Use (provided however a de minimis portion of such property may be transferred or put to another use, which may include, but is not limited to, a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use), unless Grantee certifies all of the following:

- a) Grantee's decision to sell or use the property in a manner inconsistent with a Bond Required Use is the result of unforeseen circumstances.
- b) Grantee's intent, is to use it for a Bond Required Use.
- c) In the event of a sale, Grantee transferred the property to a non-federal public agency or jurisdiction.
- d) Grantee provided Metro written notice of its intent to authorize the sale to a third party or change Grantee's use of the property 180 days before the sale or change in use.
- e) Grantee held at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of the property, and adopts a resolution or ordinance that includes findings that the conditions in subsections (I)(A) through (I)(D) of this Attachment have been satisfied and that Grantee has satisfied or will satisfy its obligations as described in subsections (I)(F) and (I)(G) of this Attachment.
- f) Metro approves Grantee's determination of the appraisal value of the property pursuant to the following steps:
  1. At least 90 days before to making a final decision to sell or change the use of the property, Grantee will provide Metro with an independent MAI appraisal of the fair market value of the property assuming that the property was subject to the same use restrictions as were in place at the time Grantee purchased the property. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and
  2. Not later than 90 days after receiving the appraisal obtained by Grantee, Metro will inform Grantee whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, then Metro will inform Grantee the reasons for not approving the appraisal and Grantee may resubmit a revised appraisal to Metro pursuant to subsection (I)(F)(1) of this Attachment.



3. Grantee will satisfy all restrictions on the property provided by the State of Oregon through the Oregon Local Government Grant program.

The preceding Post- Acquisition Restrictions terms and conditions shall not apply to any transfers between the City of Troutdale and the Urban Renewal Agency of the City of Troutdale.

## **II. Post- Construction Restrictions:**

Grantee may not sell or otherwise authorize use of such buildings or improvements pursuant to this Agreement in a manner inconsistent with a Bond Required Use, except that Grantee may transfer or put to another use a de minimis portion of such property, including without limitation a road dedication, utility requirements or other requirements necessary to comply with a land use review proceeding initiated to use the overall property consistent with a Bond Required Use, unless Grantee complies with all of the following:

- a) Grantee's decision to sell or use such buildings or improvements in a manner inconsistent with the Bond Required Use is the result of unforeseen circumstances.
- b) Grantee's intent, at the time it constructed such buildings or improvements, was to use them for a Bond Required Use.
- c) In the event of a sale, Grantee transfers the property to a non-federal public agency or jurisdiction.
- d) Grantee provides Metro 180 days advance written notice of its intent to authorize the sale to a third party or change in use of such buildings or improvements.
- e) Grantee holds at least one public hearing regarding the matter, consistent with its adopted public meeting procedures, before making a final decision to sell or change the use of such buildings or improvements, and adopts a resolution or ordinance that includes findings that the conditions in subsections (II)(A) through (II)(E) of this Attachment have been satisfied and that Grantee has satisfied or will satisfy its obligations as described in subsections (II)(F) and (II)(G) of this Attachment.
- f) Metro approves Grantee's determination of the appraisal value of such buildings or improvements pursuant to the following steps:
  - (1) At least 90 days before making a final decision to sell or change the use of such buildings or improvements, Grantee will provide Metro with an independent MAI appraisal of the fair market value of such buildings or improvements. The appraisals must be in compliance with USPAP standards and federal and ODOT right-of-way acquisition standards, where applicable, and will not be subject to any other extraordinary assumptions; and

Not later than 90 days after receiving the appraisal obtained by Grantee, Metro will inform Grantee whether Metro has approved the appraisal, which decision will be made in good faith and based on whether the appraisal is complete and reasonable. Metro's review will include having the appraisal reviewed by a review appraiser hired by Metro to conduct a review in accordance with USPAP and general appraisal standards. If Metro does not approve the appraisal, Metro will inform Grantee the reasons for not approving the appraisal and Grantee may resubmit a revised appraisal to Metro pursuant to subsection (II)(F)(1) of this Attachment.



**Metro**

600 NE Grand Ave.  
Portland, OR 97232-2736

# Exhibit A – Scope of Work

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Metro Contract XXXXX

*Attachment 4, Grantee submission to ZoomGrants of final budget and timeline/Scope of Work will be added along with Attachment 5, the original grant application as part of the review draft for each individual project.*



City of Troutdale  
**Sandy River Greenway Trail**

Jump to: [Application Questions](#) [Budget](#) [Scope of Work](#) [Documents](#)

**USD\$ 1,951,945.00 Requested**

Submitted: 12/20/2022 9:18:02 AM (Pacific)

### Project Contact

ComDev Troutdale  
[comdev@troutdaleoregon.gov](mailto:comdev@troutdaleoregon.gov)  
Tel: 5036747229

### Additional Contacts

erich.mueller@troutdaleoregon.gov

## City of Troutdale

2200 SW 18th Way  
Troutdale, OR 97060  
United States

Telephone 503 674 7229

Fax  
Web <https://www.troutdaleoregon.gov/>

**City Manager**

Ray Young  
[ray.young@troutdaleoregon.gov](mailto:ray.young@troutdaleoregon.gov)

### Application Questions [top](#)

**Budget** [top](#)

Funding Sources/Revenues	Grant funds	In Kind Match	Cash Match
Design/Architecture/Engineering	USD\$ 128,425.00	USD\$ 0.00	USD\$ 105,075.00
Permitting (general)	USD\$ 44,000.00	USD\$ 3,500.00	USD\$ 32,500.00
Cultural Resources Assessment costs	USD\$ 12,375.00	USD\$ 0.00	USD\$ 10,125.00
Construction (including materials, equipment, contracted services)	USD\$ 1,325,355.00	USD\$ 0.00	USD\$ 1,084,381.00
Land acquisition costs	USD\$ 0.00	USD\$ 0.00	USD\$ 0.00
Volunteer labor (calculate at \$29.95/hr.)	USD\$ 0.00	USD\$ 0.00	USD\$ 0.00
Capped Capital Costs (no more than 10% of grant award)	USD\$ 51,723.00	USD\$ 42,318.00	USD\$ 0.00
Contingency	USD\$ 390,068.00	USD\$ 0.00	USD\$ 319,146.00
Other (please describe)			
Other (please describe)			
<b>Total</b>	<b>USD\$ 1,951,946.00</b>	<b>USD\$ 45,818.00</b>	<b>USD\$ 1,551,227.00</b>

### Budget Narrative

The budget program includes the use of professional services from KPFF structural and civil, Marianne Zarkin Landscape Architect, Kelli Grover Firwood Engineers, R & W Engineering electrical. Expenditures in the project budget include the costs to complete plans for the project from the 60% level accomplished prior to application to the 90% level and to a biddable set of documents. The budget then contains the engineer's estimate of costs as modified by the Metro consultant to assure adequate resource for construction. The budget estimate for cultural resource evaluation was derived from values posted by other municipalities for completing cultural resource evaluation and a contractual relationship through the construction work.

Professional services evaluations were completed by each named professional, and a contract for work to be completed was consummated. The estimate for engineering support through construction was derived through interaction with the design team.

Local matching resources for this project are derived from three separate sources. The Troutdale Urban Renewal Agency, the City of Troutdale, and a \$500,000 trail grant from the State of Oregon Parks local government grant program. The use of this source as a local match was reviewed and approved by Metro personnel. Amounts contributed are estimated to be \$100,000 from the City of Troutdale \$997,050 through a combination of direct costs and force account payment for salaries, \$500,000 from the State of Oregon Local Government Grant Program (grant awarded), and the remnant \$997,050 from the Troutdale Urban Renewal Agency.

## Scope of Work *top*

## Scope of Work

Date range (MM/YY -MM/YY)	Activity type (e.g. construction)	Activity	Who will perform activity	Deliverable(s) if applicable	
	01/23 - 05/23	Engineering	Complete 90% Plans	Engineering Team	Plan Set a
	01/23 - 06/23	Permitting	Attain Permits from Regulatory Agencies and Permit from RR	Engineering Team/City	Permits an
	02/23 - 04/23	Cultural Evaluation	Complete cultural evaluation and engage Tribal Interests in the project	City Staff/selected contractor for cultural evaluation	Cultural e
	06/23 - 07/23	Engineering	Advertise, bid evaluate and award bids (emphasis & preference), phase 1	Engineering Team/City	Bid Notice
	6/23 - 8/23	Engineering	Complete bid set for Phase 2 reflecting modifications for RR	Engineering Team	Biddable p
	08/23 - 09/23	Engineering	Advertise, bid evaluate and award bids (emphasis & preference), phase 2	Engineering Team/City	Bid Notice
	08/23 - 08/24	Construction	Selected Contractor completes all elements of Phase 1	Contractor	Project el
	09/23 - 08/24	Construction	Construct Phase 2	Contractor	Project el
	02/23 - 08/24	Community Engagement	Utilize opportunities to gather with Tribal interests, community members and public reviews of plan phases and work	City Staff with support from Engineer and Contractor	Notes and
	09/24 - 10/24	Opening Celebrations	Multiple opening events to launch the facility and honor the Tribal interests as well as community members engaged and recognition of Metro Trail Bond funding	City Staff	News relea

Updated October 2023, 90% budget projection

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	ITEM COST
<b>PART 00100</b>				
	MOBILIZATION	1 LS	\$ 244,874.77	\$ 244,874.77
<b>PART 00200 - TEMPORARY FEATURES AND APPURTENANCES</b>				
	TEMPORARY TYPE CL CHAIN LINK FENCE	1 LS	\$ 50,000.00	\$ 50,000.00
	EROSION CONTROL	1 LS	\$ 10,000.00	\$ 10,000.00
	CONSTRUCTION ENTRANCE, TYPE 1	1 EA	\$ 1,500.00	\$ 1,500.00
	INLET PROTECTION, TYPE 3	2 EA	\$ 140.00	\$ 280.00
	SEDIMENT BARRIER, TYPE 3	1,800 FT	\$ 12.00	\$ 21,600.00
	POLLUTION CONTROL PLAN	1 LS	\$ 10,000.00	\$ 10,000.00
	WORK CONTAINMENT PLAN	1 LS	\$ 10,000.00	\$ 10,000.00
	HEALTH AND SAFETY PLAN	1 LS	\$ 5,000.00	\$ 5,000.00
<b>PART 00300 - ROADWORK</b>				
	CLEANING AND GRUBBING	2.3 ACRE	\$ 10,000.00	\$ 23,000.00
	GENERAL EXCAVATION	2,500 CY	\$ 45.00	\$ 112,500.00
	RIPRAP GEOTEXTILE, TYPE 1	50 SY	\$ 10.00	\$ 500.00
	LOOSE RIPRAP, CLASS 50	52 CY	\$ 150.00	\$ 7,800.00
<b>PART 00400 - WATER, DRAINAGE AND SEWERS</b>				
	6 INCH STORM SEWER PIPE, 5 FT DEPTH	200 FT	\$ 65.00	\$ 13,000.00
	FRENCH DRAIN	400 FT	\$ 150.00	\$ 60,000.00
	4 INCH SANITARY SEWER PIPE, 6 FT DEPTH	1,125 FT	\$ 85.00	\$ 95,625.00
	CLEAN OUTS	15 EA	\$ 3,500.00	\$ 52,500.00
	CONCRETE INLETS, TYPE G-2	2 EA	\$ 3,500.00	\$ 7,000.00
	2-INCH WATER LINE	970 FT	\$ 35.00	\$ 33,950.00
	CONNECTION TO EXISTING STRUCTURES	1 EA	\$ 2,500.00	\$ 2,500.00
	CONNECTION TO WATER MAIN	1 EA	\$ 2,500.00	\$ 2,500.00
	GENERAL EXCAVATION	1,705 CY	\$ 45.00	\$ 76,725.00
	3/4" MINUS GRAVEL - 8 " DEPTH	240 SY	\$ 35.00	\$ 8,400.00
<b>PART 00500 - BRIDGES</b>				
	STRUCTURE EXCAVATION	105 CY	\$ 70.00	\$ 7,350.00
	GRANULAR STRUCTURE BACKFILL	70 CY	\$ 70.00	\$ 4,900.00
	REINFORCEMENT, GRADE 60 UNCOATED	11,200 LB	\$ 2.50	\$ 28,000.00
	GENERAL STRUCTURAL CONCRETE, CLASS 4000	51 CY	\$ 1,600.00	\$ 81,600.00
	PULTRUDED FIBERGLASS DECKING	2,800 SF	\$ 30.00	\$ 84,000.00
	STRUCTURAL STEEL	91,100 LB	\$ 4.50	\$ 409,950.00
	PEDESTRIAN RAIL	470 LF	\$ 300.00	\$ 141,000.00
	PERFORATED METAL DECKING	900 SF	\$ 20.00	\$ 18,000.00
	RETAINING WALLS	850 SF	\$ 150.00	\$ 127,500.00
<b>PART 00700 - WEARING SURFACES</b>				
	LEVEL 3, 1.2 INCH ACP	334 TON	\$ 150.00	\$ 50,100.00
	DRAIN ROCK SHOULDER 1FT WIDE 18 INCHES DEEP	255 TON	\$ 65.00	\$ 16,575.00
	TRUNCATED DOMES ON NEW SURFACES	12 SF	\$ 33.00	\$ 396.00
<b>PART 01000 - PLAY AREAS, SITE FURNISHINGS AND LANDSCAPING</b>				
	PLAY EQUIPMENT - TIMBERFORM LOG STACK	1 EA	\$ 20,000.00	\$ 20,000.00
	PLAY EQUIPMENT - TIMBERFORM SCULPTURAL CLUMBER	1 EA	\$ 30,000.00	\$ 30,000.00
	PLAY EQUIPMENT - TIMBERFORM EMBANKMENT SLIDE	1 EA	\$ 7,000.00	\$ 7,000.00
	PLAY EQUIPMENT - TIMBERFORM WATER TABLES	2 EA	\$ 9,500.00	\$ 19,000.00
	PLAY EQUIPMENT - WATER PUMP	1 EA	\$ 11,500.00	\$ 11,500.00
	PLAY EQUIPMENT - TIMBERFORM BIRDS NEST	1 EA	\$ 9,800.00	\$ 9,800.00
	STONE FEATURES AT PLAY AREA	1 LS	\$ 15,000.00	\$ 15,000.00
	ARTIFICIAL TURF PLAY SURFACING	2,305 SF	\$ 22.00	\$ 50,710.00
	<b>PLAY AREA FENCING</b>			\$ -
	CONCRETE PAVING AND STAIRS	5,341 SF	\$ 18.00	\$ 96,138.00
	RETAINING WALL AT PLAY AREA	275 SF	\$ 150.00	\$ 41,250.00
	HANDRAILS AT STEPS	30 LF	\$ 140.00	\$ 4,200.00
	GUARDRAIL AT PLAY AREA	40 LF	\$ 230.00	\$ 9,200.00
	SPECIALTY SURFACING - MORTAR SET PAVERS	394 SF	\$ 30.00	\$ 11,820.00
	STONE WALLS AT OVERLOOK	140 SFF	\$ 260.00	\$ 36,400.00
	SITE FURNISHINGS - BENCHES (OFCI)	16 EA	\$ 400.00	\$ 6,400.00
	SITE FURNISHINGS - BIKE RACKS (OFCI)	16 EA	\$ 400.00	\$ 6,400.00
	SITE FURNISHINGS - TRASH RECEPTACLES (OFCI)	3 EA	\$ 400.00	\$ 1,200.00
	SITE FURNISHINGS - PICNIC TABLES (OFCI)	2 EA	\$ 600.00	\$ 1,200.00
	SITE FURNISHINGS - DRINKING FOUNTAINS	2 EA	\$ 7,500.00	\$ 15,000.00
	SITE FURNISHINGS - WELCOME SIGNAGE	2 LS	\$ 2,500.00	\$ 5,000.00
	SITE FURNISHINGS - SPLIT RAIL FENCING	248 LF	\$ 45.00	\$ 11,160.00
	WEED CONTROL	0.34 ACRE	\$ 3,000.00	\$ 1,020.00
	SEEDING MOBILIZATION	1 LS	\$ 3,000.00	\$ 3,000.00
	MEADOW SEEDING	0.2 ACRE	\$ 15,000.00	\$ 3,000.00
	SOIL TESTING	3 EA	\$ 1,000.00	\$ 3,000.00
	TOPSOIL	274 CY	\$ 90.00	\$ 24,660.00
	CONIFER TREES, 4-5 FT HT	49 EA	\$ 350.00	\$ 17,150.00
	DECIDUOUS TREES, 2 INCH CALIPER	66 EA	\$ 750.00	\$ 49,500.00
	ORNAMENTAL PLANTING	14,892 SF	\$ 6.00	\$ 89,352.00
	<b>MITIGATION / RESTORATION PLANTING</b>			\$ -
	IRRIGATION SYSTEM	22,325 SF	\$ 2.20	\$ 49,115.00
<b>PART 26000 - ELECTRICAL LIGHTING</b>				
	Pole Base	28 EA	\$ 1,074.22	\$ 30,078.13
	Path light	28 EA	\$ 500.00	\$ 14,000.00
	Valmont Pole	28 EA	\$ 2,150.00	\$ 60,200.00
	Rail Light 500-feet	100 EA	\$ 174.66	\$ 17,465.63
	Rail Light Driver	6 EA	\$ 237.97	\$ 1,427.81
	Rail Light Driver enclosure.	6 EA	\$ 471.91	\$ 2,831.44
	Over head lights	40 EA	\$ 119.60	\$ 4,784.05
	Over head light driver	2 EA	\$ 299.51	\$ 599.03
	Over head light enclosure.	2 EA	\$ 471.91	\$ 943.81
	Step Light	4 EA	\$ 907.63	\$ 3,630.50
	Service Pedestal	1 EA	\$ 8,633.24	\$ 8,633.24
	Contactors	2 EA	\$ 585.39	\$ 1,170.79
	Receptacles GFI	1 EA	\$ 63.20	\$ 63.20
	Transformer Concrete Pad	1 EA	\$ 598.28	\$ 598.28
	Service Concrete pads 1.6 yard	2 EA	\$ 142.73	\$ 285.46
	Trench	1,950 EA	\$ 0.94	\$ 1,829.95
	Ingrade Pull Box sm	35 EA	\$ 516.59	\$ 18,080.68
	Ingrade Pull Box lrg	1 EA	\$ 667.25	\$ 667.25
	Ground Rod	2 EA	\$ 223.07	\$ 446.13
	2" RGS	500 FT	\$ 26.78	\$ 13,389.81
	0.75" GRC	100 FT	\$ 12.69	\$ 1,269.00
	0.75" PVC	100 FT	\$ 5.77	\$ 577.02
	1" PVC	300 FT	\$ 7.79	\$ 2,337.60
	2" PVC	2,000 FT	\$ 11.81	\$ 23,611.63
	3" PVC	30 FT	\$ 18.31	\$ 549.31
	#10 CU THWN-THHN	140 FT	\$ 86.35	\$ 12,088.30
	#8 CU THWN-THHN	45 FT	\$ 116.97	\$ 5,263.67
<b>CONSTRUCTION SUBTOTAL</b>				\$ 2,693,622
<b>CONTINGENCY (5.0%)</b>				\$ 134,681
<b>CONSTRUCTION TOTAL</b>				\$ 2,828,304
<b>CONSTRUCTION COST ESCALATION FOR 1 YEAR</b>				\$ 130,000
<b>DESIGN COSTS</b>				\$ 411,000
<b>CONSTRUCTION INSPECTION AND ADMINISTRATION</b>				\$ 280,000
<b>QTY ADMINISTRATION / LEGAL</b>				\$ 85,000

SANDY RIVERFRONT PARK COST ESTIMATE

TOTAL PROJECT COSTS - CONSTRUCCION DETAIL

7-Feb-22  
Revised 2/23/2022

Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Total Price
GRADING, TEMPORARY FEATURES AND APPURTENANCES							
00210	10	MOBILIZATION	Lump Sum	Lump Sum	1	\$ 46,000.00	\$ 46,000.00
00270	20	CLEARING AND GRUBBING	Lump Sum	Lump Sum	1	\$ 20,000.00	\$ 20,000.00
00280	30	EROSION CONTROL	Lump Sum	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
00280	40	CONSTRUCTION ENTRANCE	Each	Each	2	\$ 1,500.00	\$ 3,000.00
00280	50	EXCAVATION, CUT	Cu Yd	Cu Yd	550	\$ 15.00	\$ 8,250.00
00280	60	EXCAVATION, FILL	Cu Yd	Cu Yd	1,025	\$ 30.00	\$ 30,750.00
00280	70	EXCAVATION, ORGANICS	Cu Yd	Cu Yd	810	\$ 25.00	\$ 20,250.00
00280	80	REMOVAL OF EXIST. BRICK PATHWAY	Sq Ft	Sq Ft	1,805	\$ 3.50	\$ 6,317.50
DRAINAGE AND SEWERS							
00415	90	8 INCH STORM SEWER PIPE, 5 FT DEPTH	Foot	Foot	250	\$ 35.00	\$ 8,750.00
00445	100	FRENCH DRAINS	Foot	Foot	445	\$ 40.00	\$ 17,800.00
00445	110	LANDSCAPE BASINS	Each	Each	2	\$ 2,400.00	\$ 4,800.00
00445	120	RELOCATE EXISTING ELECTRICAL MANHOLE	Each	Each	1	\$ 1,500.00	\$ 1,500.00
00470	130	RIP RAP OUTFALL	Each	Each	2	\$ 1,200.00	\$ 2,400.00
00470	140	4 INCH PVC SEWER LATERAL	Foot	Foot	1,125	\$ 45.00	\$ 50,625.00
00480	150	2 INCH PVC WATERLINE SERVICE LINE	Foot	Foot	915	\$ 35.00	\$ 32,025.00
00490	160	2 INCH WATER METER, BOX, CONNECTION TO EXIST WATERLINE	Each	Each	1	\$ 3,500.00	\$ 3,500.00
BRIDGES AND RETAINING WALLS							
00500	170	STRUCTURAL MOBILIZATION	Lump Sum	Lump Sum	1	\$ 70,575.00	\$ 70,575.00
00500	180	STRUCTURE EXCAVATION	Cu Yd	Cu Yd	100	\$ 50.00	\$ 5,000.00
00500	190	GRANULAR STRUCTURE BACKFILL	Cu Yd	Cu Yd	75	\$ 50.00	\$ 3,750.00
00500	200	REINFORCEMENT, GRADE 60 UNCOATED	LB	LB	14,000	\$ 1.50	\$ 21,000.00
00500	210	GENERAL STRUCTURAL CONCRETE, CLASS 4000	Cu Yd	Cu Yd	70	\$ 1,000.00	\$ 70,000.00
00500	220	PULTRUDED FIBERGLASS DECKING	Sq Ft	Sq Ft	3,000	\$ 30.00	\$ 90,000.00
00500	230	STRUCTURAL STEEL	LB	LB	80,000	\$ 3.00	\$ 240,000.00
00500	240	PEDESTRIAN RAIL	Foot	Foot	500	\$ 200.00	\$ 100,000.00
00500	250	PERFORATED METAL DECKING	Sq Ft	Sq Ft	1,300	\$ 20.00	\$ 26,000.00

Spec. No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Total Price
No.						
00587 260	RETAINING WALLS	Sq Ft	Sq Ft	1,500	\$ 100.00	\$ 150,000.00
<b>WEARING SURFACES</b>						
00745 270	POROUS CONCRETE TRAIL	Sq Ft	Sq Ft	11,270	\$ 18.00	\$ 202,860.00
00745 280	CONCRETE TRAIL	Sq Ft	Sq Ft	5,021	\$ 13.00	\$ 65,273.00
00745 290	GRAVEL SHOULDER	Sq Ft	Sq Ft	4,604	\$ 2.50	\$ 11,510.00
<b>ILLUMINATION SYSTEMS</b>						
26000 300	POLE BASE		Each	28	\$ 1,074.22	\$ 30,078.13
26000 310	PATH LIGHT		Each	28	\$ 1,863.28	\$ 52,171.88
26000 320	VALMONT POLE		Each	28	\$ 4,009.88	\$ 112,276.50
26000 330	RAIL LIGHT - 500 FEET		Each	100	\$ 174.66	\$ 17,465.63
26000 340	RAIL LIGHT DRIVER		Each	6	\$ 237.97	\$ 1,427.81
26000 350	RAIL LIGHTS DRIVER ENCLOSURE		Each	6	\$ 471.91	\$ 2,831.44
26000 360	OVER HEAD LIGHTS		Each	40	\$ 119.60	\$ 4,784.05
26000 370	OVER HEAD LIGHT DRIVER		Each	2	\$ 299.51	\$ 599.03
26000 380	OVER HEAD LIGHT ENCLOSURE		Each	2	\$ 471.91	\$ 943.81
26000 390	STEP LIGHT		Each	4	\$ 907.63	\$ 3,630.50
26000 400	SERVICE PEDESTAL		Each	1	\$ 8,633.24	\$ 8,633.24
26000 410	CONTACTORS		Each	2	\$ 585.39	\$ 1,170.79
26000 420	RECEPTACLES GFI		Each	1	\$ 63.20	\$ 63.20
26000 430	TRANSFORMER CONCRETE PAD		Each	1	\$ 598.28	\$ 598.28
26000 440	SERVICE CONCRETE PADS 1.6 YARD		Each	2	\$ 142.73	\$ 285.46
26000 450	TRENCH		Each	1,950	\$ 0.94	\$ 1,829.95
26000 460	INGRADE PULL POX SM		Each	35	\$ 516.59	\$ 18,080.68
26000 470	INGRADE PULL BOX LG		Each	1	\$ 667.25	\$ 667.25
26000 480	GROUND ROD		Each	2	\$ 223.07	\$ 446.13
26000 490	2 INCH RGS		Foot	500	\$ 26.78	\$ 13,389.81
26000 500	0.75" GRC		Foot	100	\$ 12.69	\$ 1,269.00
26000 510	0.75" PVC		Foot	100	\$ 5.77	\$ 577.02
26000 520	1 INCH PVC		Foot	300	\$ 7.79	\$ 2,337.60
26000 530	2" PVC		Foot	2,000	\$ 11.81	\$ 23,611.63
26000 540	3 INCH PVC		Foot	30	\$ 18.31	\$ 549.31
26000 550	#10 CU THWN-THHN		Foot	140	\$ 86.35	\$ 12,088.30
26000 560	#8 CU THWN-THHN		Foot	45	\$ 116.97	\$ 5,263.67

**PLAY AREAS, SITE FURNISHINGS, LANDSCAPING**

Spec. No.	Item No.	Item	Bid Unit	Est. Unit	Quantity	Unit Price	Total Price	
	570	PLAY EQUIPMENT - TIMBERFORM LOG STACK	Each	Each	1	\$ 16,690.00	\$ 16,690.00	Columbia Cascade Timberform #450-407
	580	PLAY EQUIPMENT - SCULPTURAL CLIMBER	Each	Each	1	\$ 25,545.00	\$ 25,545.00	Columbia Cascade Timberform #4500-010
	590	PLAY EQUIPMENT - EMBANKMENT SLIDE	Each	Each	1	\$ 4,640.00	\$ 4,640.00	Columbia Cascade Timberform #1643-31-EMB
	600	PLAY EQUIPMENT - WATER TABLES	Each	Each	2	\$ 7,375.00	\$ 14,750.00	Columbia Cascade Timberform #4500-012
	610	PLAY EQUIPMENT - WATER PUMP	Each	Each	1	\$ 8,500.00	\$ 8,500.00	Cadron Creek - Pump N Play
	620	ARTIST'S TWIG HUT	Each	Each	1	\$ 5,000.00	\$ 5,000.00	
	630	STONE FEATURES AT PLAY AREA	Lump Sum	Lump Sum	1	\$ 10,000.00	\$ 10,000.00	
	630	RUBBERIZED PLAY SURFACING	Sq Ft	Sq Ft	2,200	\$ 35.00	\$ 77,000.00	custom fencing based on design of guardrails on elevated walkway
	640	PLAY AREA CUSTOM FENCING	LF	LF	560	\$ 200.00	\$ 112,000.00	guardrails on elevated walkway
	650	CONCRETE STEPS	LF	LF	24	\$ 50.00	\$ 1,200.00	
	660	HANDRAILS AT STEPS	LF	LF	20	\$ 100.00	\$ 2,000.00	
	670	GUARDRAIL AT PLAY AREA	LF	LF	60	\$ 200.00	\$ 12,000.00	similar to guardrails on elevated walkway
	670	SPECIALTY SURFACING - MORTAR SET PAVERS	Sq Ft	Sq Ft	300	\$ 30.00	\$ 9,000.00	Rumble strips in pathway
	680	STONE WALLS	FF	FF	140	\$ 200.00	\$ 28,000.00	
	690	SITE FURNISHINGS - BENCHES	Each	Each	13	\$ 1,500.00	\$ 19,500.00	
	700	SITE FURNISHINGS - BIKE RACKS	Each	Each	14	\$ 850.00	\$ 11,900.00	
	710	SITE FURNISHINGS - TRASH RECEPTACLES	Each	Each	3	\$ 2,500.00	\$ 7,500.00	
	720	SITE FURNISHINGS - PICNIC TABLES	Each	Each	2	\$ 2,500.00	\$ 5,000.00	
	730	SITE FURNISHINGS - DRINKING FOUNTAINS	Each	Each	2	\$ 7,500.00	\$ 15,000.00	
	740	SITE FURNISHINGS - INTERPRETIVE SIGNAGE	Lump Sum	Lump Sum	2	\$ 2,000.00	\$ 4,000.00	
	750	SITE FURNISHINGS - SPLIT RAIL FENCING	LF	LF	235	\$ 40.00	\$ 9,400.00	Ornamental planting areas
01030	760	WEED CONTROL	Acre	Acre	1	\$ 2,000.00	\$ 2,000.00	
01030	770	SEEDING MOBILIZATION	Lump Sum	Lump Sum	1	\$ 3,000.00	\$ 3,000.00	
01030	780	MEADOW SEEDING	Acre	Acre	0.2	\$ 15,000.00	\$ 3,000.00	
01040	790	SOIL TESTING	Each	Each	3	\$ 1,000.00	\$ 3,000.00	
01040	800	TOPSOIL	Cu Yd	Cu Yd	185	\$ 75.00	\$ 13,875.00	6" in ornamental planting areas
01040	810	CONIFER TREES 4-5 FT HT	Each	Each	34	\$ 300.00	\$ 10,200.00	
01040	820	DECIDUOUS TREES, 2 INCH CALIPER	Each	Each	30	\$ 650.00	\$ 19,500.00	
01040	830	ORNAMENTAL PLANTING	Sq Ft	Sq Ft	9,050	\$ 5.00	\$ 45,250.00	Invasive species removal, planting natives
01040	840	MITIGATION / RESTORATION PLANTING	Sq Ft	Sq Ft	159,520	\$ 1.50	\$ 239,280.00	



Spec. No.	Item No.	Item	Bid Unit	Est. Unit Quantity		Unit Price	Total Price	Irrigation in Ornamental Planting areas and Meadow only
				Sq Ft	16,500	\$ 2.00		
01120	850	IRRIGATION SYSTEM	Sq Ft				\$ 33,000.00	
SUB-TOTAL OF ITEMS							\$ 2,409,735.59	
Contingencies @ 15%							\$ 361,460.34	
<b>TOTAL</b>							<b>\$ 2,771,195.93</b>	

**SANDY RIVERFRONT PARK COST ESTIMATE**  
**TOTAL PROJECT COSTS**

Revised 2/23/2022

Project Design			
Landscape Architect to 60%	\$ 91,661	Contracted and paid	
		Contracted, paid prior to Grant	
Landscape Architect 60 to 90%	\$ 21,510	Determination	
Landscape Architect Construction plan	\$ 7,500		
Total Design Cost for Landscape	\$ 120,671		
Structural and Civil Engineer to 60%			
	\$ 103,858	Contracted and Paid	
		Contracted, paid prior to Grant	
Structural and Civil Engineer 60 to 90	\$ 78,325	Determination	
Structural and Civil to Construction Plan	\$ 25,000		
Total Design Civil and Structural	\$ 207,183		
Survey to 60%		(In Civil Above)	
		Contracted, paid prior to Grant	
Survey 60 to 90	\$ 3,370	Determination	
Hydrologic Survey; Flood Determinations	\$ 3,500		
Survey to Construction Plan	\$ 1,500		
Total Survey	\$ 8,370		
UPRR Reimbursables Preliminary Design			
		Contracted, paid prior to grant	
UPRR Reimbursables Design	\$ 25,000	determination	
UPRR Construction Observation/Inspection	\$ 25,000		
Total UPRR Reimbursable Costs	\$ 75,000		
Project Administration and Inspection			
		Estimated based on projected project	
Landscape Architect	\$ 87,500	costs	
Structural	\$ 92,500		

Civil	\$	65,500
Survey	\$	9,000
Testing	\$	25,000
Subtotal	\$	279,500

Construction Cost Estimate

**GRADING, TEMPORARY FEATURES AND APPURTENANCES**

**DRAINAGE AND SEWERS**

**BRIDGES AND RETAINING WALLS**

**WEARING SURFACES**

**ILLUMINATION SYSTEMS**

**PLAY AREAS, SITE FURNISHINGS, LANDSCAPING**

Construction Subtotal

Construction Contingency at 15%

Construction Cost

Total Design Costs

Project Inspection and Observation

Subtotal

Administration, Legal, Etc 3%

Contingency at 5%

Total Project Costs

One year Inflation at 4.5% on Construction Costs

Total Project Costs

Note Inflation provisions in Final Project Estimate

These Totals include design and environmental costs incurred prior to the grant and are shown in the total, but not in the request.

## **SANDY RIVERFRONT PARK COST ESTIMATE** 16-Feb-22

### TOTAL PROJECT COSTS COMMITTED OR PAID

#### Project Design

Landscape Architect to 60%	\$ 91,661
Landscape Architect 60 to 90%	\$ 21,510
Landscape Architect Construction plan	
Total Design Cost Landscape to Date	\$ 113,171
Structural and Civil Engineer to 60%	\$ 103,858
Structural and Civil Engineer 60 to 90	\$ 78,325
Structural and Civil to Construction Plan	
Total Design Civil and Structural	\$ 182,183
Survey to 60%	
Survey 60 to 90	\$ 3,370
Survey to Construction Plan	
Total Survey	\$ 3,370
UPRR Reimbursables Preliminary Design	\$ 25,000
UPRR Reimbursables Design	
Total UPRR Reimbursable Costs	\$ 25,000
Hydrologic Survey	\$ 3,500

#### Project Administration and Inspection

Landscape Architect  
Structural  
Civil  
Survey  
Testing  
Subtotal

#### Construction Cost Estimate

**GRADING, TEMPORARY FEATURES AND APPURTENANCES**  
**DRAINAGE AND SEWERS**  
**BRIDGES AND RETAINING WALLS**  
**WEARING SURFACES**  
**ILLUMINATION SYSTEMS**  
**PLAY AREAS, SITE FURNISHINGS, LANDSCAPING**  
**Construction Subtotal**  
**Construction Contingency at 15%**  
**Construction Cost**

Total Design Costs

Project Inspection and Observation	\$	-
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Subtotal	\$	-
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Administration, Legal, Etc 3%	\$	-
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Contingency at 5%	\$	-
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Total Project Costs	\$	-
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**SANDY RIVERFRONT PARK COST ESTIMATE**

16-Feb-22

**TOTAL PROJECT COSTS REMAINING**

Project Design		Total	Trail Bond Funds	Local Match at 45%
Landscape Architect to 60%				
Landscape Architect 60 to 90%				
Landscape Architect Construction plan				
Total Design Cost for Landscape				
Structural and Civil Engineer to 60%				
Structural and Civil Engineer 60 to 90				
Structural and Civil to Construction Plan				
Total Design Civil and Structural				
Survey to 60%				
Survey 60 to 90				
Survey to Construction Plan				
Total Survey				
UPRR Reimbursables Preliminary Design				
UPRR Reimbursables Design				
Total UPRR Reimbursable Costs				
Project Administration and Inspection				
Landscape Architect				
Structural				
Civil				
Survey				
Testing				
Subtotal				
Construction Cost Estimate				
GRADING, TEMPORARY FEATURES AND APPURTENANCES				
DRAINAGE AND SEWERS				
BRIDGES AND RETAINING WALLS				
WEARING SURFACES				
ILLUMINATION SYSTEMS				
PLAY AREAS, SITE FURNISHINGS, LANDSCAPING				
Construction Subtotal				
Construction Contingency at 15%				
Construction Cost				
Total Design Costs				
Project Inspection and Observation				

Subtotal	\$3,134,696
Administration, Legal, Public Participation 3%	\$ 94,041
Contingency at 5%	\$ 156,735
Total Project Costs	\$3,385,472
Projected Inflation Impact for year 2023 4.5%	\$3,537,818





Attachment 5 to Exhibit A: Original Application Submitted by Grantee

# 2025-2027 Regional Flexible Funds Allocation

Application for:

Regional Flexible Funds

Regional Trails Bond Funds

**Applications must be submitted to Metro no later than 4 p.m., February 25, 2022**

**[To submit your application, use this link](#)**

## INSTRUCTIONS

Please complete all the applicable questions in the six sections below. Enter your responses where indicated in the text boxes; they will expand as you enter text. Note that a few questions require you to select the appropriate item from the pull-down menus or complete a checklist.

Answer all questions as thoroughly as possible. It is recognized that applications requesting Project Development funding only may not have determined certain details of the project.

For complete guidance on completing the application, refer to the RFFA Application Handbook that accompanies this application form.

## SECTION A: APPLICANT AND PROJECT INFORMATION

A1: Jurisdiction name	City of Troutdale; Troutdale Urban Renewal Agency
A2: Contact name	Chris Damgen, Community Development Director
A3: Contact phone #	503-674-7228 (O)   843-226-0412 (C)
A4: Contact email	chris.damgen@troutdaleoregon.gov
A5: Project name	Sandy River Greenway – Riverfront Trail & Park
A6: RTP Project ID#	99148
A7: Is the project included in an adopted regional or local transportation modal plan or audit? If Yes, describe.	Project is included in the Regional Active Transportation Plan, East Metro Transportation Plan, Regional Trails System Plan, Intertwine Trail guidance, a named project in the Metro Bond resolution, and is included as an element of the 40-Mile Loop plan for the metropolitan region in conjunction with Gresham
A8: Please describe how the members of your agency's governing body have been informed and/or indicated support of this project application.	The Troutdale City Council has supported this project for inclusion in the city's Capital Improvement Plan (2016), Urban Renewal Plan (2006), the 2020-2040 Town Center Plan, Parks Master Plan (2006), Troutdale Transportation System Plan (2014), The Confluence Framework Plan (2022), the Sandy River Access Plan (2014), the budget allocations for the project in the Urban Renewal Agency, and Parks System Development Charge allocation.

## SECTION B: PURPOSE AND NEED

B1: What are the primary and secondary facility elements of the project? (Select from dropdown lists below)	
Primary: Active Transportation	Secondary: Bike
B2: What design features are included in the project? (Check all that apply)	
<input checked="" type="checkbox"/> Bike -Off-Street <input type="checkbox"/> Bike - On-Street <input type="checkbox"/> Bike - Bike Boulevard <input type="checkbox"/> Bike - Bike Track (Cycletrack) <input type="checkbox"/> Pedestrian - Sidewalk - New <input type="checkbox"/> Pedestrian - Sidewalk - Reconstruction <input type="checkbox"/> Pedestrian - Crossing Improvement <input checked="" type="checkbox"/> Active Transportation - Bike, Pedestrian <input type="checkbox"/> Active Transportation - Street Reconstruction <input checked="" type="checkbox"/> Active Transportation - Regional Trail <input checked="" type="checkbox"/> Trail - Off-Street <input type="checkbox"/> Trail - On-Street <input type="checkbox"/> Trail - Other <input type="checkbox"/> Transit - Capital - On-Street <input type="checkbox"/> Transportation System Management and Operations - ITS <input type="checkbox"/> Transportation System Management and Operations - Travel Demand Management <input type="checkbox"/> Roads and Bridges - New Connection <input type="checkbox"/> Roads and Bridges - Street Reconstruction <input type="checkbox"/> Roads and Bridges - Street Widening <input type="checkbox"/> Roads and Bridges - Bridge <input type="checkbox"/> Roads and Bridges - General Purpose <input type="checkbox"/> Roads and Bridges - Interchange <input type="checkbox"/> Freight - Road <input type="checkbox"/> Freight - Bridge <input type="checkbox"/> Freight - Rail <input type="checkbox"/> Freight - New Connection	
B3: Provide a vicinity map or photograph showing and detailing the limits of the project, and overhead and cross-section photos of the current conditions. Include documents as separate attachments.	
B4: Provide a drawing/schematic of cross section of the anticipated completed project. Include document as a separate attachment.	
B5: Describe how the project is aligned with regional investment priorities.	
Safety:	Beginning with the existing trail constructed by ODOT that extends over the Sandy River on the bridge and under the Sandy River Bridge to connect to the Wabun Trail (formerly the levee trail), this project continues an off roadway active path to accommodate pedestrians and bicycles. The connection is from downtown Troutdale and the Depot section of the Sandy Riverfront park to the 40-Mile Loop trail system to the north. The only other crossing for the interstate and railroad is 257th Drive/Graham Road, identified as a high accident and injury corridor. Current pedestrian traffic originating in the industrial area surrounding the airport or in the

	<p>airport activities must travel along pedestrian and bike facilities crossing under the interstate on a freeway underpass access, and on the sidewalks adjacent to 257th to reach downtown Troutdale destinations, or get to the historic Columbia River Highway. This trail will provide an offroad safe access from the industrial areas to downtown Troutdale and onto the historic Columbia River Highway.</p> <p>The project is an identified segment of the 40-Mile Loop, so the project completes in identified segment of the regional multi-use path. This project fills an existing gap, tying the facility constructed by ODOT under I-84 to surface bicycle facilities on the historic Columbia River Highway, providing a safe crossing of the interstate and the railroad. The project also connects to the larger Columbia River Gorge trail system via the I-84 bridge and the Historic Columbia River Highway.</p>
Equity:	<p>Key regional users of the transit system will be able to gain safe access to employment areas and to key destinations in the Troutdale downtown area. These are provided by a direct trail connecting the easterly portion of the Troutdale downtown under the railroad and the interstate to the employment areas near the airport, including FedEx, Amazon and others. The project will open access to Sandy River Waterfront in a public trail and park area, assuring access to this waterfront amenity will not be restricted by adjacent development or private property restrictions to this waterfront.</p> <p>The subject project is not in an equity focus area for this specific tract, however, the connections in this trail serve access to transit and employment opportunities for several adjacent east Multnomah County tracts that do fall within equity focus areas. Filling in a missing portion of a regionally recognized trail segment, the project will as access to adjacent populations.</p> <p>The project is identified on the “lets get moving” regional walking and biking connections and is noted in the thriving main streets regional programs. This segment of the 40-Mile Loop is also contained in the Regional Active Transportation Plan, East Metro Connections Plan, Regional transportation plan and several other local plans, all of which have been developed with care to assure equity and inclusion.</p> <p>The City has engaged with local tribes to welcome their participation and interest in assisting with continued project development, particularly in regards to the ultimate name of the park and/or trail facility, interpretative signage along the trail, native vegetation restoration, and future opportunities to establish a larger cultural presence in close proximity to the project site.</p> <p>The project scope will not impact any area currently occupied, hence anti-displacement provisions will not be applicable. As a currently vacant property once occupied by a major regional employer, the site registers very low on the index provisions for diesel, carbon sink, respiratory index and tree canopy provisions. The property notes 14.6% in poverty and a 16.8% change in median income, lead by the significant development in the southern portions of the tract. The focus area of this</p>

	<p>project is more closely tied to the significantly higher index provisions of the tracts to the north of this area than to the residential development to the south along Beaver Creek.</p>
Climate:	<p>The completion of this segment of the 40-Mile Loop is specifically identified in the regional active transportation maps, on the RFFA resource maps for pedestrian and bicycle facilities. This segment does provide the construction of a missing segment for the pedestrian and bicycle system, providing non-vehicular access to transit capacity in downtown Troutdale and in the industrial area adjacent to the Airport lands, including FedEx and Amazon campuses. The policies to promote making biking and walking safer and more convenient, improve access to developable properties, and improve access to the Sandy River waterfront.</p> <p>Eco-tourism and bicycle tourism promoted by the Oregon Department of Transportation and others has resulted in a major connection in the Columbia River Gorge and along the historic Columbia River Highway. A Bike Hub on that network is located adjacent to the historic Highway at the Depot Park near the southern terminus of this project.</p> <p>A total of 64 new native tree species will be planted in the project. These are large stature trees that will result in significant canopy, including Oregon White Oak, Bigleaf Maple and Douglas Fir. Along with retention of existing vegetation, elimination of invasive species and planting, significant additional carbon sink and shading will be added to the area. With adjacency to the Sandy River, the vegetation proposed will have a full range of environmental benefits.</p>
Congestion Relief:	<p>This project is an off-street independent bicycle and pedestrian route. With park features and enhanced access to the waterfront, the project will induce non-vehicular traffic to the area. It will not function as a primary commuting pathway, and will not be a source of primary congestion relief.</p> <p>Promoting active transportation, the entire 40-Mile Loop along with this segment of the loop will assist in averting vehicular traffic. As proposed, active transportation by bike and foot will add health benefits and help to avert traffic congestion.</p> <p>Filling a gap in the construction of the 40-Mile Loop, the project will enhance pedestrian and bicycle access. As noted in the safety feature, this does provide an alternate access to the use of pedestrian facilities adjacent to 257th, a high accident and injury corridor.</p> <p>The trail provides an element of the public improvements needed to allow the adjacent properties to be developed for a combination of housing and tourism related activities. Access to the Sandy River will also be a primary benefit of the project.</p>

B6: Describe the specific issues or needs the project is intended to address. Answer should include information on any or all of the relevant aspects below, including but not limited to:

- Barriers (to jobs, transit, community services, etc.) this project will remove or reduce
- Specific areas of safety concerns (high number of fatal or severe crashes, dangerous road crossing, etc.)
- Improvements related to community health (improved air quality, increased opportunity for physical activity)
- Economic outcomes (will the project improve or create access to commercial lands, lead to job creation, increase potential for affordable housing)
- Access to natural areas or water bodies (applies only to request for Trails Bond funds)
- Other

This segment of the 40-Mile Loop is identified in regional plans as a key to providing a viable commuter and recreational corridor around the Portland Metro Area. With connections on the northern terminus of this segment to the I-84 trail and the 40-Mile Loop- segments under construction by the Port of Portland as well as to the Historic Columbia River Highway and the bicycle facilities through the Columbia River Gorge, transportation uses from tourism to commuting are enhanced by this project.

This segment provides direct access to the westerly bank of the Sandy River, a critical passage under the railroad facilities, and a safer route to access employment lands adjacent to the Troutdale Airport, including Amazon and FedEx and others. Natural features and water access is enhanced in the project by natural play areas, overlooks of the Sandy River area, and interpretive signage making this a special place. From the historic smelt runs and native uses of this segment of the Sandy River delta to the shaping of the region by the creation of the Gorge, this project will provide a meaningful natural access and safe pathway.

As an active transportation project, this will work to enhance the goals identified in the public health benefits of pedestrian and bicycle transportation modes. In conjunction with the playground areas, observation nodes, and other key features of this project, it will attract and induce physical activity.

Trail connections from this segment extend over the Sandy river to the Columbia River Gorge, the Sandy River Delta (often referred to as “Thousand Acres”), and other features of the Columbia River Gorge; Oregon’s most popular tourist destination. This trail segment provides access to the west bank of the Sandy River, with direct connections to the natural areas and transportation pathways regionally.

The Troutdale Urban Renewal Agency is actively marketing the adjacent lands to the west of this project—the so-called “The Confluence at Troutdale” redevelopment site. The provisions of this trail will improve the capacity for these lands to develop for tourism related activities as well as residential development. Combining with commuting features to access job creating lands in the industrial area, this pathway meets multiple goals.

## SECTION C: PROJECT DETAIL

C1: List the streets, trails or areas involved in the project.	
No streets are directly altered by the project. The 40-Mile Loop, Sandy River Access Plan, Drover's Trail and Sandy River Greenway Trail are all identified names that have been used for this project.	
C2: List the specific project beginning and end points, or boundaries (intersections, mileposts or other indicators). These should align with the map and photos provided in question B1.	
The project begins at the connection to the I-84 pedestrian pathway at the Sandy River Bridge underpass on the north and extends southward to existing and planned connections at the regional visitor center and Gorge Bike Hub, located at the historic Depot building in the Depot section of the park. The southern end of this project area is at the east end of downtown Troutdale and adjacent to the Historic Columbia River Highway. The path passes under the railroad trestle to connect to downtown Troutdale and the bicycle facilities for the Columbia River Gorge that connect to paths that are constructed through the Columbia River Gorge eastward to Hood River and beyond.	
C3: Which intersections or street crossings (for trails) are included in the project?	
No intersections or street crossings are included in the project. A crossing under the Union Pacific Railroad trestle at the Sandy River Bridge will be via a grade-separated trail that is below the deck of the trestle and above ground grade to minimize impact to a regulatory floodway. Designed as a structural bridge section, this portion of the trail will be elevated to limit environmental impacts.	
C4: What is the functional and design classification(s) of the project streets or trail? (Use Metro Livable Streets descriptions, Ch. 2)	
Regional Trail	
C5: Using the Livable Streets and Trails guidance in Chapter 4, describe the specific improvements to be added. Provide detail for all segments, intersections, etc. indicated on the maps, photos, schematics/drawings provided in Section B.	
Pedestrian realm	A typical regional trail configuration with a 12-foot paved pathway and two-foot shoulders, meeting the standards for pedestrian movement in conjunction with bicycle use is incorporated in the design.
Travelway realm	No Travelway for motorized vehicles is provided.
Green streets & stormwater mgmt.	All portions of the pathway, except those that structurally must include high density concrete for integrity under the railroad trestle, are constructed of a pervious concrete material, assuring minimal stormwater generation. Features for public use include storm water retention and management to enhance the site use. A total of 64 trees will be planted along the pathway, with retention facilities adjacent to feature areas to assure storm water management. Extensive work to eliminate invasive species adjacent to the trail and in the Sandy River bank area will stabilize the area and assure storm water can be accommodated without damage to the restored environment.
Bikeway design	Bicycle and Pedestrian uses are shared on the pathway as provided in the guidance.
Transit design	Not Applicable
Intersections & crossings	Not Applicable



Regional trails	<p>The segment is a portion of the regional trail system and designed to meet the system standard. Estimates of future usage for the trail have not been developed for this segment. The forty mile loop group has developed some projections, but the applicability to this segment is not linear.</p> <p>The project is the base regional trail design for a 12-foot paved section with two-foot borders on each side. The trail segment has several key features that assure users have locations to linger and gather, as well as to actively recreate. The feature areas and creations of place assure there is a physical separation from the trail to the gathering areas, allowing both to function effectively, and averting the questions of intersection or other trail feature design.</p> <p>Trail connection on the north end of this segment tie to the I-84 pedestrian trail. The N-S segment and the E-W segment of the I-84 trail are at right angles to meet the design concerns. No speed or traffic control appears to be warranted.</p> <p>Lighting is provided throughout the trail segment to enhance the transportation function and to provide safe access to the public gathering areas and place making provisions of the trail. Lighting is pedestrian scale and directed to the trail or recreational function to assure minimal impact to the environment while assuring safety.</p> <p>The grade of the facility is maintained at less than five percent (5%) throughout. Key grades for the specific structural elements under the railroad trestle are not yet determined, and will impact the project design requiring modifications to the trail to assure grades are maintained at or below the maximums recommended for regional trails.</p> <p>The Urban Renewal Agency will be inducing the development of the lands adjacent to the trail, located to the west of the trail and recreational features. The trail and the proposed development constraints have been evaluated to tailor the development of tourism related facilities and housing adjacent to the trail in a manner compatible with the trail use.</p>
Street and trail lighting	Significant lighting for safety and extended use is included for the pathway through this segment.
Wayfinding	Access signage at the north and south entries to the pathway will provide identification of the connecting trailway systems including the 40-Mile Loop connections to the north and west,

	the connections to the Columbia River Gorge bicycle trail systems along the Historic Columbia River Highway, directions and information about downtown Troutdale, and the connection to regional park systems will be included in the wayfinding signage.
Placemaking elements	The project includes a open meadow that could encourage passive recreation and three separate recreational areas with natural play facilities along with interpretive signage to designate the historic features of this area. This includes the former Bessinger Woolpullery, historic smelt harvest and similar cultural and historic features. The project also includes river overlook onto the Sandy River.
C6: Describe any constraints identified in the previous question that limit the project design (geographic, environmental, financial, limited right-of-way, statutory requirements, etc.) and why they cannot be overcome.	
<p>The City of Troutdale and the Urban Renewal Agency has acquired sufficient property to assure the ability to meet the project design constraints and construct a regional pathway in accord with the recommended standards. The design combines the 12-foot pervious concrete section with place making and public access to environmental features to create a compliant pathway with significant additional features to enhance access to the Sandy River, as well as functioning as a portion of the regional trails system.</p> <p>The City has worked with Union Pacific Railroad to assure a pathway can be constructed above the flood restricted areas of the Sandy River and below the deck of the railroad bridge. The hydrologic evaluation of the riverbed and the structural incursions into the floodway are well identified and managed without damage to the flood way, and assuring no impact in flood events.</p>	
C7: Does the project fill a gap on the regional Active Transportation or Trails network? Describe the gap to be filled, including if it is a partial or complete fill.	
This is a complete fill to a segment of the 40-Mile Loop trail system that connects from the I-84 pathway to the Historic Columbia River Highway and the bicycle and pedestrian facilities on the roadway. Identified as a gap by the 40-Mile Loop Trust, this project allows the connection beyond I-84 through Harlow Road to the loop construction projects being completed by the Port of Portland.	
C8: Is this project addressing known locations of crashes leading to fatalities and serious injuries? If so, have safety countermeasures been included or being explored as part of the scope of work for the project?	
This project will provide alternative routing to bicycle and pedestrian traffic that has utilized 257th and the underpass on I-84, averting a high collision identified roadway segment.	
C9: Does the project create safer access to a K-12 school? If so, identify the school(s) and the specific safety improvements.	
There are no adjacent K-12 Schools that will be immediately served by this trail segment, however an elementary school (Troutdale Elementary) is located less than one-half mile away from the south end.	

C10: Does the project improve the transit system? Describe how it improves both access to transit and transit operations, building on information provided in question C5.
The provision of a pathway that permits pedestrian and bicycle access to transit facilities on the Historic Columbia River Highway is a benefit to the transit system. No specific transit related improvements, other than a safe access route, is included in the scope of this project.
C11: Describe any Transportation System Management and Operations (TSMO) project elements not covered in question C5.
None
C12: Does the project as described above differ from how it is defined in the RTP? If it does, please describe how and why it is different.
The project designed includes placemaking features and active park and observation areas to assure public attraction and use. These features have been added to meet the recommendations of the "Designing Livable Streets and Trails" guide. The alignment modifications are driven by the grade at the undercrossing of the railroad and the design standard constraint not to exceed 5% grades.

## SECTION D: COMMUNITY INVOLVEMENT

D1: List the stakeholders, organizations, other agencies, utilities, funding partners etc. that are involved in the project and whether there are existing risks with any of them. For each stakeholder group, identify if their approval will be required to move the design of the project forward.

The stakeholders for this project include the following:

Troutdale City and Governmental Stakeholders include the City Council, Urban Renewal Agency, Town Center Committee, Planning Commission and Parks Advisory Committee. The City is required to take action to permit the project to proceed, including authorizing the “no rise” certification for the construction under the railroad trestle and issuing the planning permit authorization for the use. The Parks Advisory Committee has acted to recommend design features to the City Council and Urban Renewal Agency Board, both of which will need to act for final approval prior to the construction of the project.

Community Organization Stakeholders include the Troutdale Historical Society, West Columbia Gorge Chamber of Commerce, Downtown Business Owners, Columbia Gorge Outlets operators, local bicycle advocates, and the 40-Mile Loop Trust. None of these groups are required to take action to support the project, however, all have been contacted multiple times in different venues that include the planning for and design of this project.

The City has recently engaged with tribal sources to further participate in the design process of the trail and may seek to have the park and/or trail carry a tribal name upon further discussion.

Governmental stakeholders include the Port of Portland, Metro, Multnomah County entities (including the Bike/Pedestrian program), and state agencies including the Oregon Department of State Lands (DSL), Department of Environmental Quality (DEQ), Oregon Department of Transportation (ODOT), and others. No state agency must act or permit this project.

Corporate Stakeholders in this project include the Columbia Outlet Malls located westerly from the site and the Union Pacific Railroad. The Union Pacific Railroad must provide a grade separation permit allowing the path to cross under the railroad trestle near the southern terminus of the project. The determination of the elevation for the structure that will be built under the trestle, and the approval of the crossing are biggest risks to the project.

The financing of the project will involve the City of Troutdale and the Troutdale Urban Renewal Agency, along with Metro Bond Measure funding. Urban Renewal has acted to appropriate funding for their portion of the project and have acted multiple times to authorize the project in the form of Urban Renewal Plan and the Confluence Action Plan. The key approval that will permit the project to proceed is the authorization for funding from the Metro Bond proceeds.

D2: Describe how community input has informed the project development to date and prioritization for a RFFA/Trails Bond funding request.

Public engagement began with an extensive process in the formation of the Troutdale Urban Renewal District and Parks Masterplan in 2006. In 2014, Metro funded the Sandy River Access Plan, a significant series of public engagement efforts assisted in the development of a more refined plan for the riverfront access through the Troutdale Urban Renewal Area, specifically identifying the kinds of additional recreational and parks facilities should be combined with the place making to honor the

history of the site, both in the last 100 years and the earlier history of the site.

In 2018, Troutdale completed 30% design plans for the access trail as scoped in early activities. In an open house conducted on the plans, additional direction was provided to help lead the 60% plan operation.

The City of Troutdale undertook the update to the Town Center Plan in 2019-2020. This effort included three separate open house events, multiple presentations to civic and community organizations, two online surveys, booths at community events, and the use of media and social media to elicit engagement.

In addition to these recent activities that include the alignment and design of the riverfront trail, public engagement in regional plans have helped to shape the alignment and location for this project. Metro's active transportation plan, bicycle trail system maps, and work on the Metro Bond all included feedback from multiple citizen groups and organizations, all identifying and informing the details for the construction of this project. Each of these activities included significant outreach to communities of color, indigenous communities, people with low income and other historically marginalized communities. Significant reports on public and outreach engagement materials are included in the regional plan process including active transportation plan, regional transportation plan, regional trails plan and the other activities of Metro and Multnomah County that all identified this trail segment as a significant regional trail and a gap in the existing trail system.

To assure broad community response, the City of Troutdale conducted an open house at the Troutdale Elementary School with outreach to the surrounding area. This approach, recommended by regional outreach advocates, provided an opportunity for public input on the trail project as well as other features of the Troutdale Transportation System Plan update.

D3: Does the project require or trigger a public outreach process prior to design? If yes, describe the process and when you will start it. Indicate in response to Question E4 whether or how the process may alter the responses provided elsewhere in this application.

There is no mandatory public engagement process required at this stage of the project development. Open houses and public meeting opportunities that will follow this stage of the project will include the approval of bidable plans for the project, the adoption of construction and contractor requirements in pre-bid, and the awarding of bids on the project.

## SECTION E: PROJECT READINESS AND DELIVERY

E1: Will the applicant agency deliver the project as a certified agency? (Not applicable for Trails Bond funding)
The City of Troutdale is seeking Trails Bond Funding.
E2: If the applicant agency is not certified to deliver federal-aid projects, has it identified whether a Certified LPA or ODOT is available and has agreed to deliver the project? (Not applicable for Trails Bond funding)
Not applicable.
E3: List the level of federal Environmental Review expected (Environmental Assessment, Categorical Exclusion, Environmental Impact Statement) and a short description of why it is the expected review classification.
The project is not expected to require more than an Environmental Assessment. As a part of the acquisition of this property by the Troutdale Urban Renewal Agency, was the completion of environmental actions on the site. Extensive environmental reports have been completed, and no additional unforeseen environmental conditions are anticipated.
E4: What level of project development activities have been completed and still need to be completed. Describe how completed activities contribute to a level of certainty in the project definition such as, but not limited to, whether any preliminary survey work has been completed, whether any preliminary environmental impact assessment has been done or whether community outreach described in Section D indicates support for the project design. Describe the risk that project development or public process activities still to be completed may alter the understanding of the project definition, including:
<ul style="list-style-type: none"> <li>• environmental impact area and need for additional environmental mitigation elements</li> <li>• additional right-of-way or utility impacts not already included in the project design details in Section C</li> <li>• changes to responses provided in Questions E6 – E12, and</li> <li>• impacts to the project cost estimate</li> </ul>
Contracts for the completion of 90-percent project design will be completed by the time this project is reviewed for funding. At the time of writing, the 60-percent plans have been completed, along with survey, environmental work associated with the land acquisition, and initial discussion with Union Pacific Railroad about the trestle and the structure for the pathway that will be constructed under the trestle.
Work completed to date conclude that no environmental impacts will be encountered that would alter the project scope or require mitigation. The alignment has been evaluated for impacts on any identified environmental constraints, including wetlands, flood ways, and known species that may be impacted by the construction. Significant costs in the project are included for the elimination of non-native species and the reintroduction and planting of historic species that would have been native to the area, restoring the environment on the property and the bank of the Sandy River.
No additional right of way or land acquisition is anticipated for this project, and none has been identified as an outstanding risk in the project. Due to the extensive public processes in Troutdale and the region identifying this project, there is a low chance that any issues may arise that would alter

the project scope or design.

The cultural and historic evaluation of the site has been completed by the Urban Renewal Agency and no issues are anticipated to arise that would impact the project design or ability to be completed. The cultural history of the site in the development of the community as well as the cultural significance for the indigenous populations will be celebrated as a part of the place making and interpretive signage for the project.

**E5: Describe any other alternatives considered to meet the project purpose and need and the rationale for the initial preferred alternative proposed or elimination of other alternatives.**

The primary project purpose is to provide connection to the regional bicycle and pedestrian paths in the Portland metropolitan area. Secondary project goals include providing pedestrian and bicycle access from downtown Troutdale and the Historic Columbia River Highway to the industrial lands adjacent to the Troutdale Airport, including Amazon and FedEx along with other Port of Portland identified industrial sites. Alternatives considered initially in the conversations include use of 257th and existing routes, efforts to build a bridge and vehicular access from downtown northerly to the site, and a “no-build” that would eliminate access along the west bank of the Sandy River to enable development of the property without the impact of public trails on the waterfront.

All alternatives have been eliminated in a variety of forums, from the forty mile loop group to the active transportation plan, the trail along the westerly bank of the Sand River has emerged as a key portion of the regional transportation system.

**E6: Will permanent or temporary rights-of-way be needed for the project? List the number of fee acquisitions, permanent and temporary easements, and relocations.**

No temporary or additional rights of way are needed for the project. All land required for utility use, storm water, wastewater, electrical and other uses on the site are owned and controlled by the City of Troutdale or the Troutdale Urban Renewal Agency, with the exception of the grade separation crossing permit required from Union Pacific Railroad.

**E7: Are utilities expected to be relocated? Are the utilities eligible for federal reimbursement? Provide a list of all utilities within the project and potential risks.**

Utilities that will extend into the area include sewer, municipal water, storm drainage and electrical. No relocations are required.

**E8: List all railroads within 500 feet of the project and whether the project will be within the railroad ROW. Describe whether a Railroad crossing order will be needed and/or if a Railroad construction and maintenance agreement will be needed.**

The Union Pacific Railroad right of way must be crossed with a portion of the project. The structural portion of the project will extend under the Sandy River railroad trestle. This segment will be an elevated structure that is above ground grade and well below the rail bed, permitting a grade separated crossing below the deck of the trestle. Initial work with Union Pacific indicates that a cover must be placed over the pathway, that the design must be approved and assurances provided that the trestle structure will not be damaged, and that a maintenance agreement of some sort will be required.



E9: Provide a list of known environmental resources in or adjacent to the project impact area that may be impacted and potentially mitigated. Include wetlands, streams, habitat, protected plants or trees, etc.

The project is located in an extensively disturbed area where the railroad delivered sheep to the pullery, a wool processing plant that was on the lands adjacent to this construction project. As envisioned, this project will assist in returning portions of this disturbed site to a more natural state. The project includes the construction of active recreational facilities as well as overlooks for the Sandy River.

The two-story Bissinger & Co. wool pullery building previously on the site was built in the early 1920s to process the hides of livestock and sheep. In the early 1930s, the company built the 125-foot tall water tower to ensure a more consistent water supply to the facility. While not operational, the iconic tower still stands and offers a prime opportunity for branding and advertising. The wool pullery ceased operations in 1970. A cabinet manufacturing business operated in the building from 1972 until 1999. The site was cleaned up in late 2015 and the building was demolished in 2019.

The City built a sewage treatment plant in a former celery field between the train tracks and I-84 next to the old pullery in 1969. The land has been vacant since the City of Troutdale decommissioned the old plant and opened its new Water Pollution Control Facility off NW Graham Road in November 2001.

Environmental protection for the floodway area below the railroad bridge will include minimizing the pillars into the ground areas to support the structure passing under the bridge, and taking the required actions to assure a certificate of no rise can be granted to the project. No other incursions into the environmentally sensitive areas will be made for construction. The elimination of invasive species will include seasonal incursions into the areas to eradicate the invasive species and cultivate natives.

E10: Have you introduced and discussed the project informally with any tribal governments to understand if any tribal interests are present in the project area so that those can be considered or addressed in project implementation?

Yes. The Confederated Tribes of the Grand Ronde at one point looked seriously at acquiring a portion of the adjacent site, and are very familiar with the Urban Renewal Agency Plan and the alignment of the riverfront trail. The City has plans to continue its engagement with the tribe and other tribal community members to advise on cultural and historic matters, which include but are not limited to the future naming of the park and/or trail, interpretative signage, public art possibilities, and further connections to other potential cultural investments that may be considered near the project site.

E11: Have you initiated work to investigate cultural or historic resources that may be present in the project area/site? (NOTE: Please do not disclose the specifics of any known resources in your application so that this information is not inadvertently publicly disclosed without appropriate Tribal Government approvals.)

Yes

E12: Describe whether the project will trigger stormwater treatment requirements and whether those requirements have been accounted for in the project design description and cost estimate.

The design for the project includes significant features to assure stormwater is appropriately treated prior to release to the Sandy River. In addition to permeous concrete utilization on about 80% of the lineal footage of the project, a storm water plan specific to the structure passing under the railroad

trellis is being required by Union Pacific and will be installed as a portion of this project work. Cost estimates and scope do include these provisions.

E13: List any permits expected to be needed, along with the issuing agency (federal, state and local).

The project will need a crossing permit with Union Pacific for crossing under the railroad trestle; a site development review type II permit and a floodplain development type II permit from the City of Troutdale; and a certificate of no-rise for work in the floodway.

E14: Describe whether project is located on a National Highway System facility or an ODOT facility and if so whether ODOT has provided concurrence with developing the project as described in this application.

This project is NOT located on a National Highway System facility or an ODOT facility, however, we will be connecting to the ODOT trail system on the north near the I-84 Sandy River Bridge, and to the historic Columbia River Highway facilities to the South. Multiple ODOT officials have been contacted and advised of this project and status.

## SECTION F: PROJECT COST AND FUNDING REQUEST

F1: Provide a project cost estimate that shows the methodology used in its development. <b>Include as a separate attachment.</b> See the application guide for instructions on providing the cost estimate and funding request.			
F2: Requested regional funding source:		Trails Bond	
F3: Provide requested regional amounts, plus local match and other funds for each phase of the project to be funded in this proposal. The total of RFFA/Trails Bond funds, required local match, and other funds should equal the cost estimate for each project phase.			
Project phase	RFFA/Trails Bond funds	Required local match	Other funds <sup>1</sup>
Project development: Planning	0	0	0
Project development: Pre-NEPA Scoping	0	0	0
Project development: Preliminary Engineering	48,279	39,501	0
Right-of-Way	0	0	0
Utilities	0	0	0
Construction	1,592,745	1,303,155	0
Other <sup>2</sup>	304,776	249,362	0
<b>TOTAL</b>	<b>1,945,800</b>	<b>1,592,018</b>	<b>0</b>
F4: Describe the anticipated source of the required local match and other funds listed above and the commitment to make those funds available to the project by agency leadership should regional funds be awarded.			
Local matching funds will derive from existing appropriations in the Urban Renewal Agency and from designated funds in the Parks system development fund. The City has already incurred scoping and design costs as well as environmental evaluation costs, paid by the Urban Renewal Agency. This more than \$500,000 is not an eligible match as it occurs prior to the project authorization.			
F5: Describe how the agency will seek to provide additional funding to cover any unanticipated costs on the project as a priority expenditure relative to other spending needs.			
The construction of the regional trail is the number one priority for the Urban Renewal Agency, and will be funded prior to any other commitments.			

<sup>1</sup> Indicate amount of additional funding being used on the project beyond what is required minimum match, and list the source(s) of those funds in your response to question F4.

<sup>2</sup> Indicate costs needed for other project phases or activities that do not fit into any of the identified phases above.

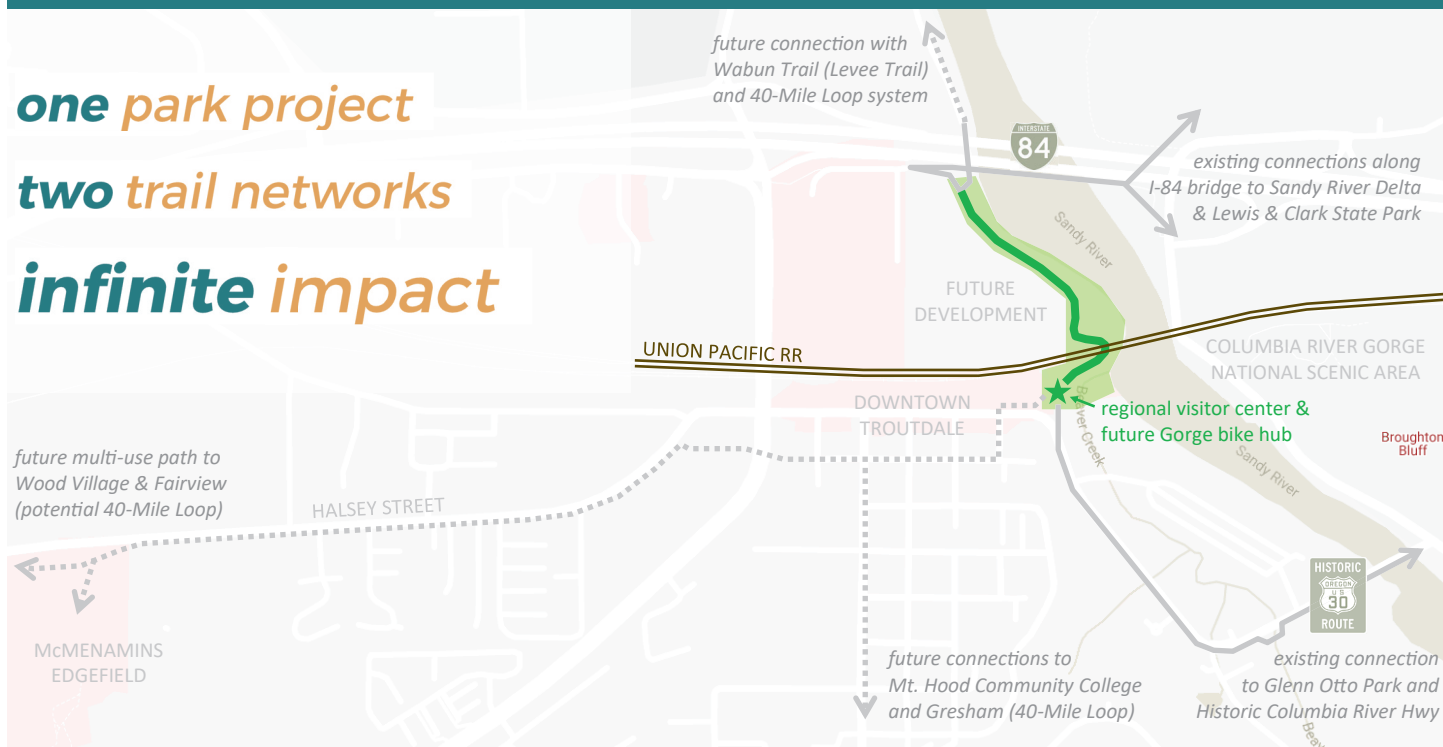
## SECTION G: ATTACHMENT LIST

Per the referenced questions, please upload the following documents along with your completed application form:

- Question B3: A vicinity map showing and detailing the limits of the project, and overhead and cross-section photos of the current conditions
- Question B4: Provide a drawing/schematic of the anticipated completed project
- Question F1: Provide a project cost estimate (as an attachment) that shows the methodology used in its development. (Excel preferred)
- Two-page (both sides) project description sheet. This should include brief descriptions of the project area, purpose and need, proposed design, RFFA/Trails Funding amount requested, total project amount, and photos or illustrations of the project area and design. A project description template is included in the application materials.
- A GIS shapefile of the project (per Metro specifications)



**one** park project  
**two** trail networks  
**infinite** impact



- ◆ Request for bond funding: **\$1,945,800**
- ◆ Total project cost: **\$3,537,818**
- ◆ 60% design complete; 90% is underway
- ◆ 1,500 foot long, 12-foot wide multi-use trail connecting existing I-84 trail segments to downtown Troutdale and other current and future pathways.
- ◆ Trail connection would link together the two sections of the riverfront park.
- ◆ Associated park improvements include three amenity areas, a meadow, and two overlooks to compliment the trail.
- ◆ Adjacent to downtown Troutdale and future mixed-use development site.
- ◆ Southern trail end connects with the regional visitor center and bike hub.
- ◆ Listed in Regional Active Transportation Plan, East Metro Transportation Plan, Regional Trails System Plan, and as a named project in bond resolution.
- ◆ Segment of the 40-Mile Loop and Columbia River Gorge trail networks.

The project area stretches nearly a quarter-mile along the Sandy River, spanning from I-84 to the north to downtown Troutdale to the south. The area is bisected by an active line of the Union Pacific Railroad. To the west is The Confluence at Troutdale, a 16-acre future redevelopment site in the community's urban renewal area.

The project would connect two regional trail systems (the 40-Mile Loop and the Columbia River Gorge) by tying into existing trailheads at the I-84 bridge with a future bike hub facility at the regional visitor center, located in the historic Depot in downtown Troutdale.

This project intends to construct a 1,500 foot **multi-use trail** and fully establish a 4-acre **riverfront park** facility to complement future mixed-use development within Troutdale's Town Center District.

The trail would provide a safe passage underneath an active rail corridor that splits the park into two sections. The park will also offer nature play opportunities, family picnic and gathering sites, and interpretive signage to signify the natural, cultural, and historic importance of this site, particularly for tribal communities. Opportunities for public art display and event programming are also factored into the project.

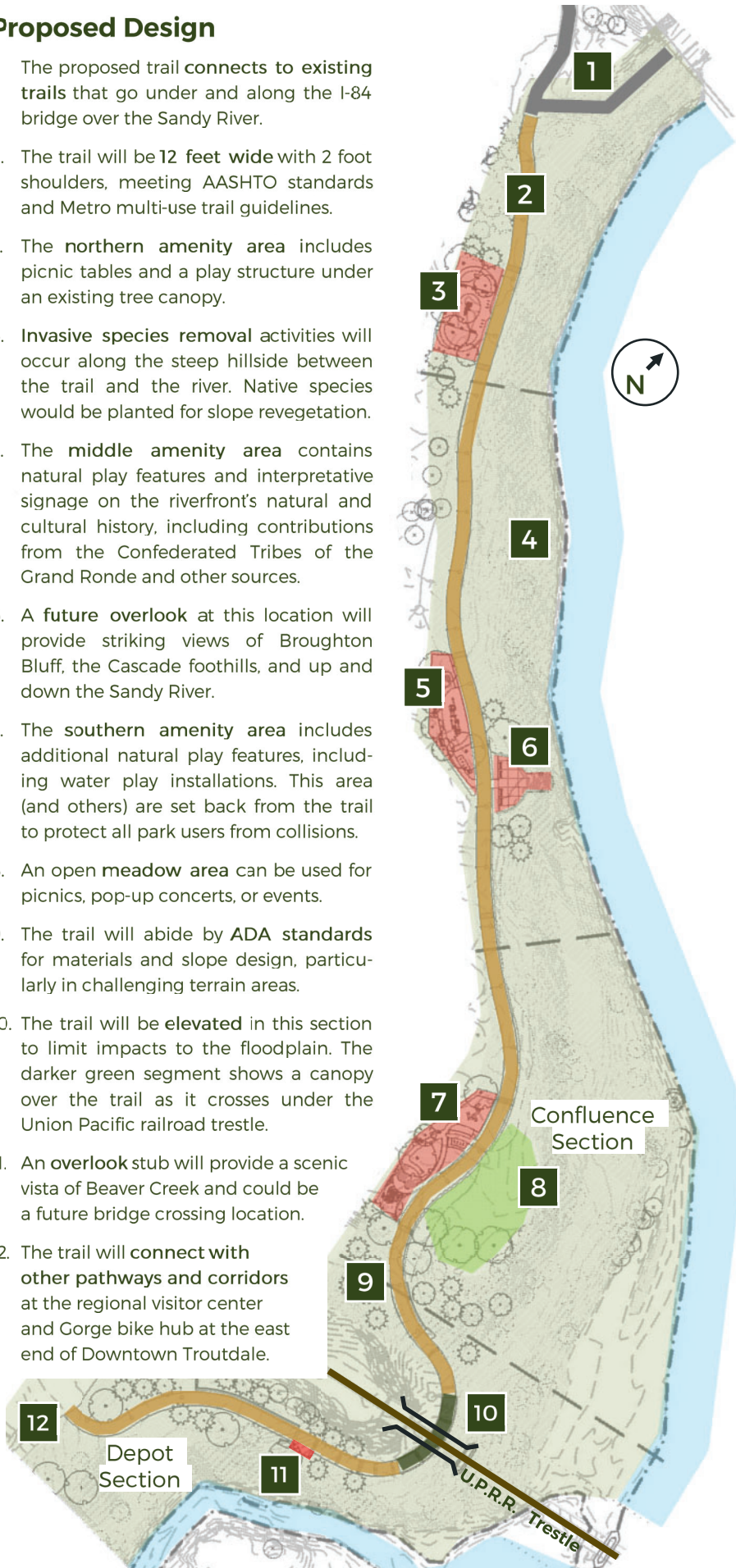
Our design professionals completed 60 percent design work and are working towards a 90 percent in spring of 2022.





## Proposed Design

1. The proposed trail connects to existing trails that go under and along the I-84 bridge over the Sandy River.
2. The trail will be **12 feet wide** with 2 foot shoulders, meeting AASHTO standards and Metro multi-use trail guidelines.
3. The **northern amenity area** includes picnic tables and a play structure under an existing tree canopy.
4. **Invasive species removal** activities will occur along the steep hillside between the trail and the river. Native species would be planted for slope revegetation.
5. The **middle amenity area** contains natural play features and interpretative signage on the riverfront's natural and cultural history, including contributions from the Confederated Tribes of the Grand Ronde and other sources.
6. A **future overlook** at this location will provide striking views of Broughton Bluff, the Cascade foothills, and up and down the Sandy River.
7. The **southern amenity area** includes additional natural play features, including water play installations. This area (and others) are set back from the trail to protect all park users from collisions.
8. An open **meadow area** can be used for picnics, pop-up concerts, or events.
9. The trail will abide by **ADA standards** for materials and slope design, particularly in challenging terrain areas.
10. The trail will be **elevated** in this section to limit impacts to the floodplain. The darker green segment shows a canopy over the trail as it crosses under the Union Pacific railroad trestle.
11. An **overlook stub** will provide a scenic vista of Beaver Creek and could be a future bridge crossing location.
12. The trail will connect with **other pathways and corridors** at the regional visitor center and Gorge bike hub at the east end of Downtown Troutdale.

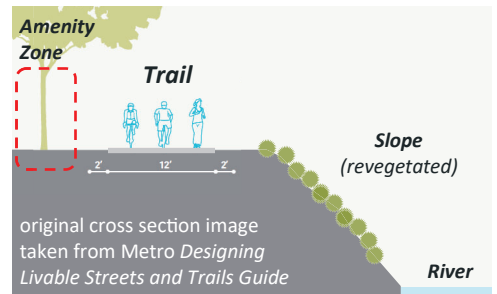


## Trail Design & Cross Sections

### Typical Cross Section

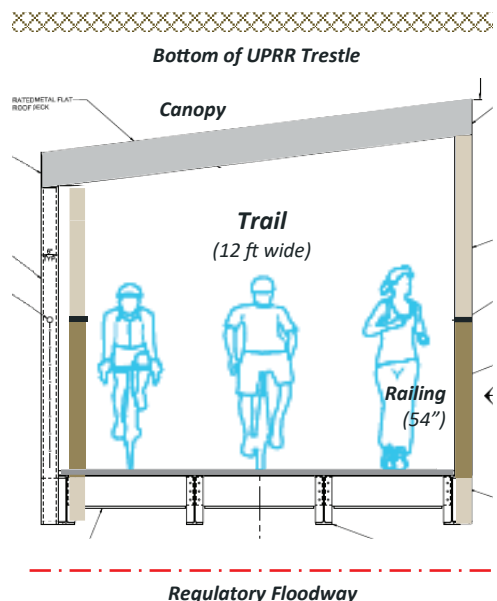
The Metro *Designing Livable Streets and Trails Guide* serves as the primary design template for the trail. At minimum, the trail will be 12 feet wide with two-foot shoulders along all ground-based segments. The trail will consist mostly of pervious concrete that will adhere to ADA standards and adhere to green design standards for stormwater management.

Opportunities to widen the trail will exist along much of the western side of the trail and may occur once adjacent development is being proposed to reduce congestion and collision risk. The amenity areas are each set back from the trail by design. Tactile pavement strips will alert users that they are entering a potentially congested area.



### Elevated Path Cross Section

The elevated segment will be 12 feet wide with appropriate railing heights and will also contain a canopy to meet railroad permit requirements and ensure safety from any potential debris falling from the tracks. It will "thread a needle" by staying above the regulatory floodway and have an 18 inch clearance between the top of the canopy and the bottom of the trestle.







to Blue Lake Park  
(40 Mile Loop)

Amazon

FedEx

Levee Trails

Outlets

Interstate 84

The Confluence  
(future development)

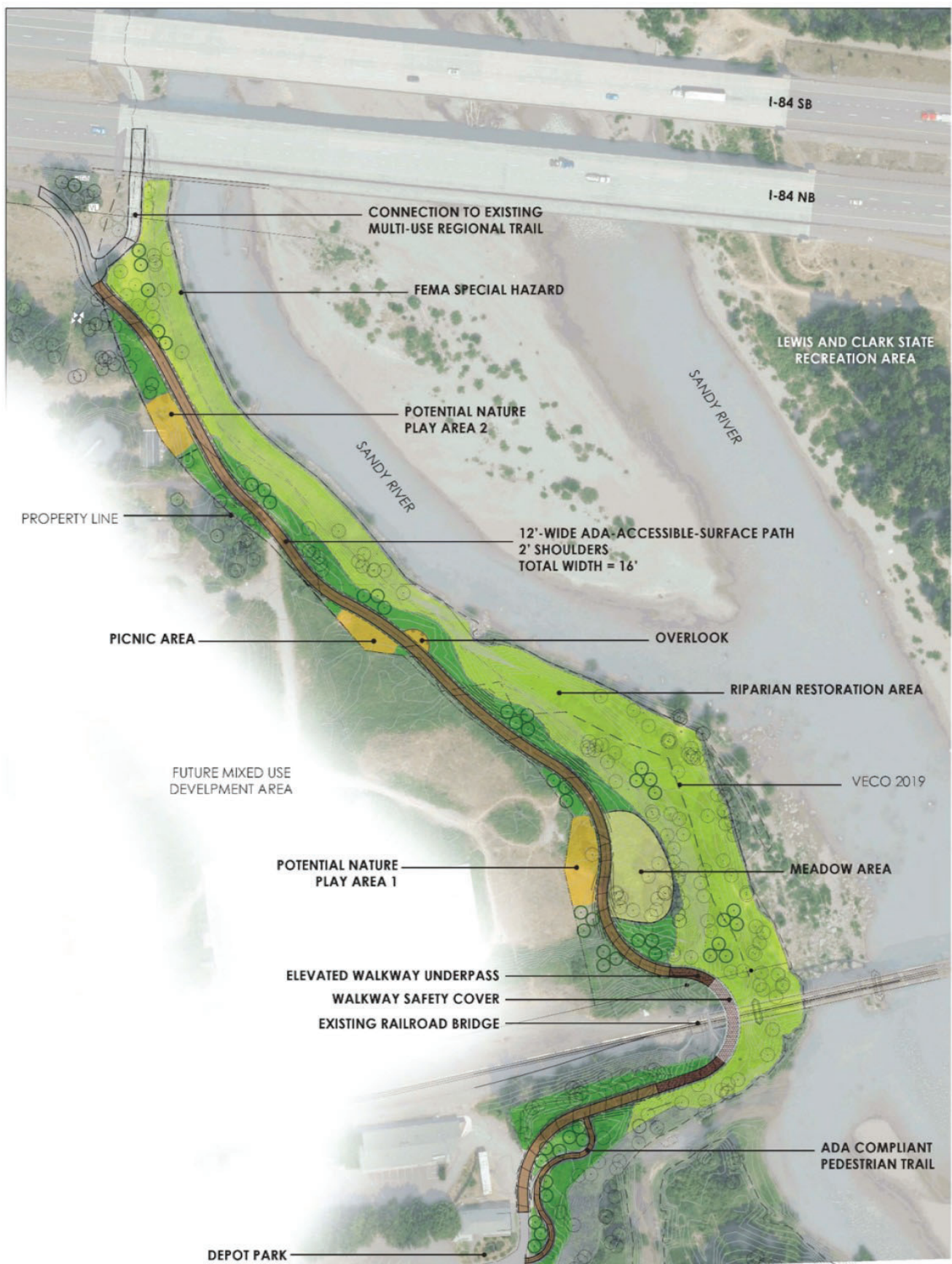
Future Trail

Downtown  
Troutdale

Sandy River







## SANDY RIVER ACCESS TRAIL : 30% DESIGN PLAN

## **RESOLUTION NO.**

### **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR THE SANDY RIVER GREENWAY RIVERFRONT TRAIL PROJECT.**

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

1. That in 2019 the electors of Metro approved Ballot Measure 26-203 authorizing \$475 million of general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife.
2. That Metro administers a Trails for Walking and Biking Program to distribute a portion of the bond measure proceeds through a competitive grant program for local government park providers to construct trail segments.
3. That the Sandy River Greenway Riverfront Trail project is the signature public investment component of the Riverfront Renewal Plan for The Confluence site since the urban renewal area was established in 2006.
4. That dating back to 1994 the City has successfully utilized funding from Metro numerous times for various greenspace, trail and park open space bond and local share grant programs, and in 2013 the Metro Nature in the Neighborhoods Grant funded the Sandy River Access Plan.
5. That the City as an eligible local government park provider the applied to Metro Trails for Walking and Biking Program for construction of the Sandy River Greenway Riverfront Trail project.
6. That the Metro Council through Resolution 22-5285 on September 29, 2022, approved the City's estimated \$3.5 million project application and awarded grant funds in an amount not to exceed \$1,951,945, subject City Council approval, with required \$1,597,046 local matching funds to be provided by the City.
7. That the Sandy River Greenway Riverfront Trail is a high priority need or both the City and the region which will provide an expansion of the 40-Mile Loop Regional Bicycle Trail, connecting the existing I-84 trail segments to downtown Troutdale and improving community access and enjoyment of the Sandy Riverfront.

8. That the Sandy River Greenway Riverfront Trail project is a needed, valuable, desirable, and necessary authorized public purpose toward the fulfillment of the vision, goals and objectives of the adopted Troutdale Riverfront Renewal Plan and that it serves the public interest.

9. That the Oregon Revised Statutes (ORS) 190.110 provides the necessary authority for the City and Metro to enter into an intergovernmental agreement (IGA) for the grant agreement.

10. That an IGA is necessary to implement the approved Sandy River Greenway Riverfront Trail project, and the City and Metro desire to enter into the IGA, which will serve a valuable, necessary and authorized public purpose to develop and improve public outdoor park and recreation areas and facilities, and that doing so 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 Metro for Sandy River Greenway Riverfront Trail project and hereby approves the Metro Trails Grant Agreement IGA in substantial conformity with Exhibit A of the Staff Report, but with any changes the City Official may determine necessary.

Section 2. Grant Funding Specialist Bill Peterson is hereby designated pursuant to Section 20 of the IGA as the named City Trail Grant Administrator for this Metro Trails for Walking and Biking Program Grant, and is hereby authorized to carry out the grant reporting duties and responsibilities of the IGA and other tasks as described in the grant Scope of Work.

Section 3. The City Council finds that in accordance with the authority granted in Oregon Revised Statute (ORS) 190.110 entering into an IGA with Metro for Sandy River Greenway Riverfront Trail project to develop and improve public outdoor park and recreation areas and facilities in Troutdale serves a valuable, necessary, and authorized public purpose and is in the public interest.

Section 4. The City Manager Ray Young, and Finance Director Erich Mueller, (each an "City Official") are designated, or a designee of the City Official, to each act on behalf of the City, and without further action by the City Council, the City Official is hereby authorized, empowered and directed to sign the IGA on behalf of the City, and any and all other required and necessary documents to implement the intent of the IGA and this resolution.

Section 5. The City Official is hereby authorized to execute, acknowledge and deliver the IGA, 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 this resolution, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 6. 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, extensions, 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 7. Further, as applicable, to comply with State statutes, administrative rules or local ordinances, and to act in the best interest of the City, and without further action by the City Council, the City Officials are hereby authorized, directed, and responsible for fulfilling the ministerial, intergovernmental, technical, compliance, procedural or promotional functions as required for the effective administration and implementation of the IGA and this resolution, and to take any other action as may be advisable, convenient, necessary, or appropriate, and the execution thereof by any such City Official shall be conclusive as to such determination.

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

Section 9. Upon adoption this Resolution shall be effective as of November 1, 2023.

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

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**Randy Lauer, Mayor**  
**Date:**

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

**RESOLUTION NO.**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR THE SANDY RIVER GREENWAY RIVERFRONT TRAIL PROJECT.**

**THE URBAN RENEWAL AGENCY OF TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. That in 2019 the electors of Metro approved Ballot Measure 26-203 authorizing \$475 million of general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife.
2. That Metro administers a Trails for Walking and Biking Program to distribute a portion of the bond measure proceeds through a competitive grant program for local government park providers to construct trail segments.
3. That the Sandy River Greenway Riverfront Trail project is the signature public investment component of the Riverfront Renewal Plan for The Confluence site since the urban renewal area was established in 2006.
4. That dating back to 1994 the City has successfully utilized funding from Metro numerous times for various greenspace, trail and park open space bond and local share grant programs, and in 2013 the Metro Nature in the Neighborhoods Grant funded the Sandy River Access Plan.
5. That the Agency as an eligible local government park provider the applied to Metro Trails for Walking and Biking Program for construction of the Sandy River Greenway Riverfront Trail project.
6. That the Metro Council through Resolution 22-5285 on September 29, 2022, approved the Agency's estimated \$3.5 million project application and awarded grant funds in an amount not to exceed \$1,951,945, subject Agency Board approval, with required \$1,597,046 local matching funds to be provided by the Agency.
7. That the Sandy River Greenway Riverfront Trail is a high priority need or both the Agency and the region which will provide an expansion of the 40-Mile Loop Regional Bicycle Trail, connecting the existing I-84 trail segments to downtown Troutdale and improving community access and enjoyment of the Sandy Riverfront.

8. That the Sandy River Greenway Riverfront Trail project is a needed, valuable, desirable, and necessary authorized public purpose toward the fulfillment of the vision, goals and objectives of the adopted Troutdale Riverfront Renewal Plan and that it serves the public interest.

9. That the Oregon Revised Statutes (ORS) 190.110 provides the necessary authority for the Agency and Metro to enter into an intergovernmental agreement (IGA) for the grant agreement.

10. That an IGA is necessary to implement the approved Sandy River Greenway Riverfront Trail project, and the Agency and Metro desire to enter into the IGA, which will serve a valuable, necessary and authorized public purpose to develop and improve public outdoor park and recreation areas and facilities, and that doing so is in the best interest of the Agency.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TROUTDALE:**

Section 1. Agrees now that the Urban Renewal Agency of The City of Troutdale (Agency) enter into an IGA with Metro for Sandy River Greenway Riverfront Trail project and hereby approves the Metro Trails Grant Agreement IGA in substantial conformity with Exhibit A of the Staff Report, but with any changes the Agency Official may determine necessary.

Section 2. Grant Funding Specialist Bill Peterson is hereby designated pursuant to Section 20 of the IGA as the named Agency Trail Grant Administrator for this Metro Trails for Walking and Biking Program Grant, and is hereby authorized to carry out the grant reporting duties and responsibilities of the IGA and other tasks as described in the grant Scope of Work.

Section 3. The Agency Board finds that in accordance with the authority granted in Oregon Revised Statute (ORS) 190.110 entering into an IGA with Metro for Sandy River Greenway Riverfront Trail project to develop and improve public outdoor park and recreation areas and facilities in Troutdale serves a valuable, necessary, and authorized public purpose and is in the public interest.

Section 4. The Agency Executive Director and City Manager Ray Young, and Finance Director Erich Mueller, (each an "Agency Official") are designated, or a designee of the Agency Official, to each act on behalf of the Agency, and without further action by the Agency Board, the Agency Official is hereby authorized, empowered and directed to sign the IGA on behalf of the Agency, and any and all other required and necessary documents to implement the intent of the IGA and this resolution.



Section 5. The Agency Official is hereby authorized to execute, acknowledge and deliver the IGA, 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 this resolution, and the execution thereof by any such Agency Official shall be conclusive as to such determination.

Section 6. Further, consistent with intent of the IGA, and in the best interest of the Agency, the Agency Official is authorized to determine, execute, acknowledge, and deliver any subsequent addendums, extensions, revisions, modification, or successor documents of the IGA, and the execution thereof by any such Agency Official shall be conclusive as to such determination.

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

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

Section 9. Upon adoption this Resolution shall be effective back to November 1, 2023.

**YEAS:**

**NAYS:**

**ABSTAINED:**

---

**Randy Lauer, Chair**

**Date:**

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**Sarah Skroch, City Recorder**

**Adopted:**