



Randy Lauer, *Mayor*

David Ripma

Alison Caswell

Geoffrey Wunn

Glenn White

Jordan Wittren

Sandy Glantz

Agenda April 9, 2024

Regular Meeting | 7:00 p.m.

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:** February 27, 2024 City Council Regular Meeting.
 - 3.2 Resolution:** A resolution approving an intergovernmental agreement with the State of Oregon for the Oregon Community Paths 2nd Street Bridge Project Refinement Grant provided through its Department of Transportation.
- 4. Proclamations:** – Mayor Lauer
 - 4.1** Arbor Day
 - 4.2** Volunteer Appreciation Week
 - 4.3** Parkinson's Awareness Month
- 5. Report:** Annual report from Multnomah County Sheriff's Office. – Doug Asboe, Chief of Police
- 6. Update:** An update on the Zoo Bond. – Ashton Simpson, Metro Councilor; Heidi Rahn, Oregon Zoo Director; and Melanie Billings-Yun, Oregon Zoo Foundation Board Member
- 7. Resolution:** A resolution designating additional on-leash parks. – Travis Hultin, Public Works Director
- 8. Resolution:** A resolution limiting city liability from claims of personal injury or property damage arising from public use of city property for recreational and other purposes. – Erich Mueller, Finance Director
- 9. Update:** Public Safety Services Delivery Working Group. – Ray Young, City Manager
- 10. Staff Communications**

11. Council Communications

12. Adjournment



Randy Lauer, Mayor

Dated: April 3, 2024

Meeting Participation

The public may attend the meeting in person or via Zoom. Please email info@troutdaleoregon.gov by **5:00pm on Monday, April 8th** to request Zoom meeting access credentials. You may also submit written public comments via email to info@troutdaleoregon.gov no later than **5:00pm on Monday, April 8th**. 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 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, February 27, 2024 – 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; Sarah Skroch, City Recorder; Ed Trompke, City Attorney; Erika Palmer, Community Development Director; Travis Hultin, Public Works Director and Marlee Boxler, Economic Development Coordinator.

GUESTS: See Attached.

Mayor Lauer asked for agenda updates.

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

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

Paul Wilcox read from a self-prepared statement (attached as Exhibit A).

3. CONSENT AGENDA:

3.1 MINUTES: January 9, 2024 City Council Regular Meeting, January 16, 2024 City Council Special Meeting and January 23, 2024 City Council Regular Meeting.

3.2 RESOLUTION: A resolution approving an amended and restated Intergovernmental Agreement with the Regional Water Providers Consortium.

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

4. REQUEST: A request from Mt. Hood Community College for the City of Troutdale to be a sponsor for the 2024 Mt. Hood Jazz Festival.

<0:06:08>

Dan Davey, MHCC Director of Jazz Studies & Festival Director, Mt Hood Jazz Festival, presented a PowerPoint to Council (attached as Exhibit B).

Councilor Wittren stated that last Council had asked to try to get more Troutdale events rather than Gresham. He asked what is going to be different this year versus last year for Troutdale specifically.

Dan Davey replied that Troutdale Station is a partner and there will be music there this year. He stated he would love other locations and he's open to suggestions.

Councilor Glantz asked about ticket prices.

Dan Davey stated the headliners are \$30 and tickets go from \$10 to \$30. A weekend pass is around \$60.

MOTION: Councilor Wunn moved to sponsor the Mt. Hood Jazz Festival in the amount of \$6500.00. Seconded by Councilor Wittren.

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

Motion passed 6-1.

5. REQUEST: A request from the Troutdale Arts Center for the City of Troutdale to be a sponsor for the 2024 Troutdale Arts Festival.

<0:34:30>

Shannon Chism, Troutdale Arts Festival, stated that last year it was discussed to move the event to the highway, and it went fantastically well. It was very successful and there was a record attendance. Shuttles brought people in to see art, eat and shop in the stores. There was no outside food brought in except for ice cream and the restaurants loved it. Artists sold well and they're getting a good response for returning. The galleries had good attendance as well. She stated Cascadia Arts Association is the non-profit that puts this project together. They came together very quickly when it was transitioning from the Chamber. One of the things that Cascadia did this year is they came under the umbrella of the Center for the Arts Foundation which is a much larger and longer terms arts organization. She stated she is asking for support again and hoping the City will be able to do \$15,000 again this year.

Councilor Glantz stated she thought that last year some of the issues were also around the hours. She thought she heard some unhappy feedback from some of the restaurants downtown that while the hours were still open, people shut down and left.

Shannon Chism stated she didn't hear that feedback but did with a different downtown event during the summer. She could try to increase hours.

Councilor Ripma asked when the event is.

Shannon Chism replied it's the first full weekend in June and it's tied into First Friday.

Councilor Glantz asked what the total budget is for the event and where most of the money goes.

Shannon Chism replied it's a slim budget. The money goes into shuttles, marketing, signage, artists pay a fee and help with jurying, port-a-potties, garbage, overnight security, fees and in-kind donations to help offset, and there is a paid consultant and a data entry person with all other positions being volunteers.

Mayor Lauer opened public comment at 7:49pm.

Jeanie Linn, Artistree NW, stated last years event was a very productive event for her. She was very happy about the turnout.

Mallorie Goody, Norris and Stevens, stated Norris and Stevens lease the Columbia Gorge Outlet Center and they will be taking over the marketing functions for the center. She would be happy to host and be a part of any events Troutdale needs.

Mayor Lauer closed public comment at 7:51pm.

MOTION: Councilor Ripma moved the City sponsor the 2024 Troutdale Arts Festival in the amount of \$15,000.00. Seconded by Councilor White.

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

Motion passed 7-0.

6. PRESENTATION: A presentation on the Troutdale Destination Strategy Plan.

<0:52:36>

Marlee Boxler, Economic Development Coordinator, and Erika Palmer, Community Development Director introduced the consultant team of Kristin Dahl of Crosscurrent Collective and Holly MacFee with Lookout Co.

Kristin Dahl and Holly MacFee presented a PowerPoint to Council (attached as Exhibit C).

Councilor Glantz stated she sees a lot of definitions in the PowerPoint, but she didn't see how a visitor is defined. She looked through the presentation and she sees budgets and things like cyclists on one page as top priority and another one there is 20 to 30-year-olds coming in couples. She doesn't see anything about TikTok when that is 20 to 30-year-olds primary social media. She thinks there should be some other metric to be doing things other than likes and follows. She's concerned about doing too much with too little and trying to be everything to somebody rather than something for everyone.

Holly MacFee stated in the longer marketing plan they identify specific target audiences that they will be going after. There are 3 major target audiences: couples without kids, families and retirees. There is another whole section that intersects with that which are niches like, river recreators and hikers, etcetera. There will also be geographies targeted based on the amount of money available for advertising.

Kristin Dahl explained that the definition of a visitor is someone that travels more than 50 miles away.

Councilor White stated he read about getting more public transportation, Troutdale is about to lose their bus to Glenn Otto which ties to the river and Sugar Pine. He asked if Council should fight to keep that bus.

Marlee Boxler stated when TriMet looks at their ridership numbers they compare Troutdale to Portland and Troutdale will never compare when it comes to ridership levels. Many people don't know that they can take a bus to Glenn Otto Park to go to the river where there are lifeguards. TriMet is centered on job centers and not outdoor recreation. She stated she applied for a grant for a Sandy River Shuttle Feasibility Study to get a feasibility analysis. It will be studied for the next year and partners with ODOT, the Forest Service and State Parks.

Mayor Lauer opened public comment at 8:36pm.

Tanney Staffenson, Troutdale resident, commented about losing bus service in Troutdale and he pointed out that the citizens pay significantly more than other cities in the region, and it gets 1.5 bus lines and TriMet wants to scale that back. He thinks Troutdale should look at either more service or cutting that funding.

Mayor Lauer closed public comment at 8:38pm.

Kristin Dahl stated she wants to recognize Marlee. She is an asset to Troutdale with great leadership in planning and marketing.

7. REPORT: Gresham Fire and Emergency Services Report on Fire Services

<1:39:08>

Chief Scott Lewis, Gresham Fire and Emergency Services, stated it hasn't been announced worldwide yet that the Gresham Fire and Emergency Services name has been changed to Gresham Fire Department. Chief Lewis gave a brief overview of the presentation in the packet.

TROUTDALE CITY COUNCIL MINUTES

4 of 9

February 27, 2024

Exhibit A – Statement by Paul Wilcox

Exhibit B – MHCC Jazz Festival PowerPoint by Dan Davey

Exhibit C – Troutdale Destination Strategy PowerPoint by Marlee Boxler & Kristin Dahl

Chief Lewis gave a brief overview of AMR response times and what is next. AMR cannot hire paramedics fast enough, there is a vast shortage throughout the country. Oregon is 1 of 3 states that requires you to have an associate degree to be a paramedic. The state decided that counties will assign ambulance service areas. That privilege goes to the county. As a charter city, Gresham could not start their own ambulance company or 911 calls unless the county said you could. Without enough paramedics, the number of the ambulances they can put on the street is reduced. Something that didn't exist a couple years ago is a code called LZ which is level zero which is how often there was no ambulances available. AMR can't meet the contractual requirements and the county is thus far unwilling to change those requirements. There's a shortage of paramedics which means there's not enough ambulances on the road which means there are longer response times for the sheriff's department and for Gresham Fire. The City of Portland and the City of Gresham met with Commissioner Meieran and she made a proposal that the County Chair change the rule requiring 2 paramedics on a temporary basis. Both cities passed those resolutions last week and Fire District 10 passed a similar resolution on Saturday. Dr. Jonathan Jui, the medical director, has the authority under the ambulance code to make a change for an emergency situation. He chooses not to do so. The next person that can make a change is Chair Vega Pederson as the Chief Employment Executive for the County, she can tell Dr. Jui to change it and she also chooses not to do so. What's next is a resolution that Commissioner Meieran has drafted but that agenda item has not been brought to the Board yet.

Mayor Lauer stated that himself, Ray and the 3 other City Managers and Mayors sat down and had a meeting yesterday with regards to the resolution and they were working on a joint resolution from the 3 Cities for the rest of the County and working on the language and having something available for Troutdale's Council meeting on March 12th.

Ray Young stated he has been in communication with AMR, and they agree 100% with Chief Lewis. The County Chair is misleading the public in terms of the need and the studies that claim to show that it is necessary to have 2 paramedics. He stated he has done a Google search, and he has found studies directly on the JEMS that says there is no outcome difference between having 1 paramedic or 2 paramedics.

Councilor Glantz stated she listened in on the Gresham Council's work session last week and one of the things said was how the maps are drawn in terms of service areas and the example given was the West Hills of Portland were getting some really slow response rates, so the map was redrawn to include downtown Portland to bring it in for everybody. She asked how the maps are drawn currently for Troutdale as opposed to Fairview as opposed to Gresham in terms of response times.

Chief Lewis stated when the County redid their ambulance plan, they narrowed the number of zones they had. They had 6 and now they're down to 4 zones. Gresham Fire is in the east zone. If you dilute numbers over a bigger pool, you can get a different answer. Their proposal was to have only 3 zones which would have homogenized Gresham's response time in East County in with the City of Portland up to about 205 or 82nd. The further out you get, you're at the far edge on the east side, it takes longer for those ambulances to do return trips.

Councilor Glantz stated in looking at Troutdale, Fairview and Gresham, she's guessing there may be some trends like, rescues at the Sandy River and things like retirement centers and places that get more calls than would be expected as the norm and she remembers a conversation a long time ago about Troutdale opening up to more retirement and nursing centers and there were Councilors at the time that turned it down because they said those centers use the fire department as a way to lift someone who has fallen so they don't have liability issues. She asked if there is a process in place to help control people who might be abusing the system.

Chief Lewis stated that's a good conversation for somebody closer to it than he is. He stated there are people who know staffing rules for care centers better than he does. If it's true nursing care they are supposed to have somebody there to provide nursing care 24/7. Assisted living is different levels of assistance. There have been conversations about should there be a fee. It's hard to build in a fee that you're going to charge the elderly, the sick and the infirmed.

Chief Lewis stated that the Gresham Fire Department had a tough year last year. On February 3rd Firefighter Brandon Norbury was at the training center doing training and had a cardiac arrest, collapsed at the feet of his coworkers. They were unable to save Brandon. In April of last year, Brian Flowers was feeling sick and not getting better. He was found to have acute myeloid leukemia. In Oregon there is a cancer presumption law for firefighters that says if you come to work, and you don't have cancer and you work for a fire department for 5 years and you develop a specific cancer that firefighters get at more than twice the rate of the general public then it comes under cancer presumption for workers comp. They lost 2 firefighters last year. The union contract expired in July and it's still in negotiations now. The Gresham City Manager left in December of last year. Their levy failed in May. It's been a tough year for the fire department.

Mayor Lauer stated he appreciates the work Gresham Fire does for the community of Troutdale.

Councilor White asked if traffic congestion is creating problems for response times.

Chief Lewis replied traffic is a bigger problem now, but some traffic light integration has helped. There are some neighborhoods in Rockwood where it gets really crowded. Impacts from the State rules on parking are just starting so they haven't really seen that yet.

Ray Young stated with the new parking rules coming down from the State that the City is still fighting, he asked if there's an impact on fire service when there is no onsite parking.

Chief Lewis stated they know they will have difficulties. Just because there's a sign saying no parking doesn't mean they won't park there. On the plus side, most of the complexes will be multi-story.

Mayor Lauer asked what can Troutdale and neighboring cities do to help support firefighters.

Chief Lewis stated he's never seen firefighters in a grocery store where people haven't said thank you, and it means a lot. He thinks they feel appreciated but maybe less when it comes to budgets and revenues. He's a big advocate for sharing the service delivery model.

Mayor Lauer opened public comment at 9:47pm.

None.

Mayor Lauer closed public comment at 9:47pm.

8. UPDATE: Public Safety Services Delivery Working Group

<2:48:24>

Ray Young stated the Public Safety Services Delivery Working Group (PSWG) met on February 5th and there were several guests, including Captain Asboe and retired Hillsboro Chief Carey Sullivan. The meeting focused on law enforcement services and the group had 2 tasks that they accomplished quite well. One was to determine an appropriate budget size for the needs of a potential Troutdale Police Department recreation. They were given good direction. Jensen Strategies was hired to come up with a budget to reconstitute the Troutdale Police Department and to see what the expected average annual cost to run the department would be. It is expected there will hopefully be a response by June to get an estimate on cost to recreate and run a Troutdale Police Department that is comparable to the current coverage. The PSWG looked at what changes the City would like to see to the current FTE's if we go back to MCSO. The contract determined its cost originally of \$2.7 million based upon a listing of positions and FTE's and how many were necessary to come up with that cost. In looking at that list, there was only 2 changes that were directed to be made to go back to Multnomah County. One was in the current contract Troutdale gets .66 of an FTE of a police chief but they are also given a full-time job at the County in addition to being Troutdale's chief of police, so it was impossible for them to be able to be in Troutdale 2/3 of the time doing city work. In talking to other cities in the metro area who contract outside of Multnomah County, one thing that they suggest is they have a full time 1 FTE police chief and they do not have any significant duties with the sheriff's office. It would give much more contact between the citizens and the council and police coverage. The second one was currently in the FTE there is a .5 beach patrol which was supposed to generally model having 2 resource deputies that had the summers off to go down to the beach. That's an over resourced need because there are many days in the summer where there aren't a lot of people down at the park or it's raining. Based on the contract, they're basically locked in the park. It was modified so they didn't feel like they were locked in the park on a rainy day. The committee decided to take that .5 FTE for a beach deputy and make it a 1 FTE second resource deputy to go along with the current resource deputy, Nick Bohrer. There was also talk about having a full time chief with direct supervision over resource deputies and the code compliance officer. Staff is going to ask MCSO to work up a bid for those adjustments. Next Monday is the next meeting and fire services will be discussed.

Councilor White stated there was talk about getting a security guard at Glenn Otto.

Ray Young stated he doesn't like asking for FTE's come budget time. He would like to have either a 2nd code enforcement officer or park ranger. Staff was thinking that the better time to ask for that would be in the following year's budget.

Councilor White stated he noticed there were changes made to the committee and he would really like to have the Mayor back on it.

Mayor Lauer stated if Council wants to do that, they could do an actual vote for his appointment on March 12th.

Mayor Lauer opened public comment at 9:59pm.

None.

Mayor Lauer closed public comment at 10:00pm.

9. STAFF COMMUNICATIONS

<3:00:48>

Ray Young provided the following staff communications:

- Community Garden plots open at 8am at City Hall on March 1st
- Planning Commission meeting on March 13th and they will be discussing an indoor Pickleball court being put in at the Troutdale Marketplace
- Committee Recruitments open March 1st

10. COUNCIL COMMUNICATIONS

<3:03:18>

Councilor Wunn stated it was brought to his attention that the words he had said about the Public Safety Working Group not doing their job were poorly worded. He meant to say that he felt like the group didn't have ample time to do what they were required to do. Their work wasn't unnoticed. He felt like 2 committees working concurrently would get the most amount of work done in the least amount of time. He apologized to the group members.

Councilor Glantz stated that last week the Gresham Work Session on February 20th was recorded, and it was all about how they purchase and their plans on how they budget for fire trucks and AMR, and it was really informative. She stated she is having a hard time tracking the Governor's housing bill. She asked if Council should be reaching out to Zach or Chris on the bill. She's concerned about Multnomah County taking away some property taxes in the form of offering credits for new developments.

Councilor White stated he reached out to Senator Gorsek's office about the transportation update because he's concerned about the freight route on 257th. Senator Gorsek asked Council to write him a letter to look into it more closely. It would be a good idea to get it on an agenda.

11. ADJOURNMENT

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

Meeting adjourned at 10:07pm.

Randy Lauer, Mayor

Dated:

DRAFT

ATTEST:

Kenda Rimes, Deputy City Recorder

CITY OF TROUTDALE

**City Council – Regular Meeting
7:00PM**

Tuesday, February 27, 2024

PLEASE SIGN IN

[illegible]

February 27, 2024 City Council Regular Meeting - Zoom Guests

Name (Original Name)	User Email	Join Time	Leave Time	Duration (Minutes)
Troutdale Conferencing	troutconf@troutdaleoregon.gov	2/27/2024 18:38	2/27/2024 22:07	210
MetroEast		2/27/2024 18:38	2/27/2024 22:07	210
speaker table		2/27/2024 18:38	2/27/2024 22:07	210
Testimony Table		2/27/2024 18:38	2/27/2024 22:07	209
Troutdale Conferencing	troutconf@troutdaleoregon.gov	2/27/2024 18:41	2/27/2024 22:07	206
Paul Wilcox		2/27/2024 18:50	2/27/2024 22:07	197
Randy Lauer		2/27/2024 18:50	2/27/2024 22:07	197
Kristin Dahl, Crosscurrent (she/her)		2/27/2024 18:51	2/27/2024 20:36	105
Frank Stevens		2/27/2024 18:51	2/27/2024 20:38	107
Adrian Koester		2/27/2024 18:51	2/27/2024 22:07	196
Sandy Glantz		2/27/2024 18:52	2/27/2024 22:07	196
Mallorie Goody		2/27/2024 18:52	2/27/2024 20:45	114
Travis Hultin		2/27/2024 18:52	2/27/2024 19:05	13
Carol Reynolds		2/27/2024 18:53	2/27/2024 22:07	195
Dan Davey		2/27/2024 18:53	2/27/2024 19:34	41
Stephen Elgart		2/27/2024 18:54	2/27/2024 20:41	107
Geoffrey Wunn		2/27/2024 18:54	2/27/2024 22:07	193
Alison Caswell		2/27/2024 18:56	2/27/2024 22:07	191
Troutdale Conferencing	troutconf@troutdaleoregon.gov	2/27/2024 18:59	2/27/2024 20:30	92
Terra Lingley, ODOT (she/her)		2/27/2024 19:01	2/27/2024 20:38	98
Jordan Wittren		2/27/2024 19:01	2/27/2024 22:07	186
Loree Harrell		2/27/2024 19:02	2/27/2024 22:07	185
Jeanie Linn		2/27/2024 19:03	2/27/2024 22:07	185
Elissa VanArsdall		2/27/2024 19:07	2/27/2024 19:28	21
Nic Granum		2/27/2024 19:19	2/27/2024 22:07	168
Mom's iPhone SE		2/27/2024 19:42	2/27/2024 20:02	21
Shelby Staffenson		2/27/2024 20:07	2/27/2024 22:07	121
Troutdale Conferencing	troutconf@troutdaleoregon.gov	2/27/2024 20:36	2/27/2024 20:52	16
Troutdale Conferencing	troutconf@troutdaleoregon.gov	2/27/2024 20:59	2/27/2024 22:07	69

Exhibit A

February 27, 2024 Council Meeting Minutes

Mayor and Councilors,

This will be my third and final review of City Charter Chapter 7, and Section 27 in particular, What Creates a Vacancy.

I'm not going to address all the itemized reasons for why a vacancy on Council would occur, as most of those are shared in one form or another by other Oregon cities, although some specific items are included in some but not in others.

What I'm addressing is simply a single word that occurs in Troutdale's Charter language that I've found in no other city charter among 20 that I reviewed in the Metro area. That is the word "may" under Section 27, subsection B, which reads in full: "In addition, the office of mayor or councilor "may" be declared to be vacant by the council if the incumbent:", then goes on to enumerate various reasons for a vacancy. The insertion of the word "may" makes the declaration of vacancy for any of the listed reasons optional. However, at least some of those reasons, such as "ceases to reside in the city" are basically absolutes. For example, that one in particular is included in Section 13, Qualifications for Elective Office, which states "No officer elected or appointed may continue to serve if he or she ceases to be a resident of the city." Another vacancy reason that is in the "optional" section is "Is convicted of a felony or crime pertaining to the incumbent's office." This could also fall under "Ceases to be an elector under state law." since incarceration results in the loss of voting rights. It is common among cities for there to be two levels of vacancy, level one being more or less self-evident and therefore automatic, such as a death or resignation, and level two requiring a declaration by Council due to a disqualifying action taken by the incumbent. However, no other cities make level two causes an optional basis by inserting the word "may".

Submitted by:

Paul Wilcox

Troutdale

2/27/24

CHAPTER VII. - VACANCIES IN OFFICE

SECTION 27. WHAT CREATES A VACANCY.

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

1. Dies;
2. Is adjudged to be incompetent;
3. Is recalled from office; or,
4. Resigns.

B. In addition, the office of mayor or councilor may be declared to be vacant by the council if the incumbent;

1. Is convicted of a felony or crime pertaining to the incumbent's office;
2. Fails to qualify for the office within ten days after the term for the office is supposed to begin;
3. Ceases to reside in the city;
4. Ceases to be a qualified elector under state law;
5. Is absent from the city for more than thirty consecutive days without consent of the council; or,
6. Is absent from three consecutive regular meetings of the council without consent of the council.

Exhibit B

February 27, 2024 Council Meeting Minutes



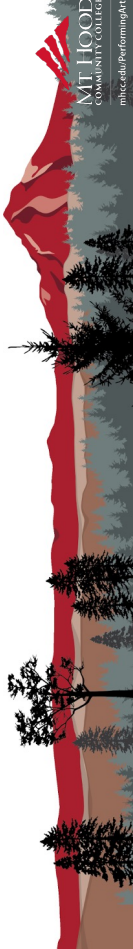
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About the Festival

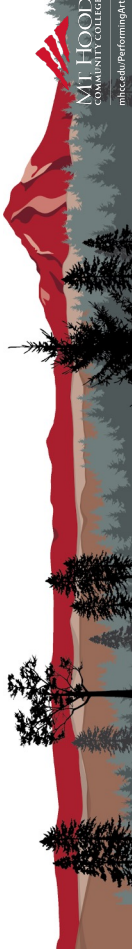


3



MHJF History

The Mt. Hood Jazz Festival began at Mt. Hood Community College in 1982 and was produced by the Gresham/Mt. Hood Jazz Association (GMHJA) which was a non-profit, public-benefit corporation whose goal was to "promote the appreciation of jazz as a unique American art form."

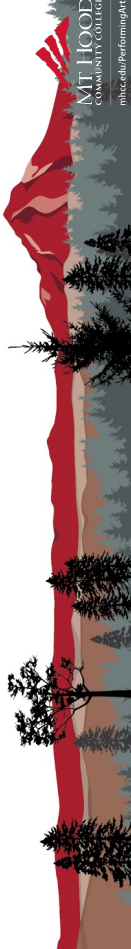


4



MHJF History

At its height, the festival drew crowds of 30,000 people to listen to the top performers in the jazz industry, including Sonny Rollins, Dave Brubeck, Tito Puente, Arturo Sandoval and B.B. King. After moving off-campus in the early part of this century, the festival was last held in downtown Gresham in 2014.

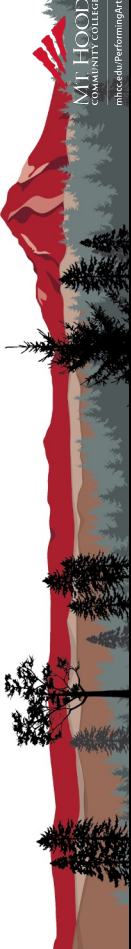


5



Northwest Jazz Band Festival

- For 42 years, the college has hosted an educational festival on campus, which continues today.
- This festival attracts over 75 high school and middle school jazz ensembles along with their families, friends, and educators.
- School jazz ensembles perform before a panel of adjudicators, receive feedback on their performance, and earn ratings that place them among other bands from across the Pacific Northwest.
- They attend masterclasses with professionals and have access to all of the performances at the festival.



6



The New Format

- In 2019, the former Mt. Hood Jazz Association Board signed over the use of the festival name to the Music Program at MHCC.
- The return to the college births a new image and format for the festival and will secure the longevity of the festival's existence.
- Combines the professional festival history with the educational festival.
- Educates and inspires the jazz audience and musicians of today and tomorrow.
- With its return to MHCC, we have created a scaffolding effect for students attending the festival that allow them to see the road from MS to Professional.
- This festival engages the community by bringing world class artists to the East County and the greater community to our businesses and institution.



7



The New Format

- The new format for the festival was set to launch in May of 2020, however COVID
- In 2021, we launched a live-streamed festival (viewable on our YouTube page)
- In 2022, we finally launch a small version of the festival, observing guidelines for COVID precautions



8





Additional Support

- KMHD 89.1 Jazz Radio
- Montavilla Jazz Festival
- PDX Jazz Festival
- New Deal Distillery
- Beacock Music
- Wally's Music
- Troutdale Barber Chicks
- Bandits Bar and Grill
- State Farm Rob Henriksson
- The Hoppy Brewer
- RedFred Productions
- Tone Proper Productions



11



2022 Educational Stats



12



2022 Educational Stats

- 10 middle school big bands
- 33 high school big bands
- 11 high school jazz combos
- 39 band directors plus several student teachers
- Approximately 800-1000 students, and potentially as many family/friends in attendance
- **Note:** This is less than in 2019 due to the pandemic. We limited the number of ensembles per room to allow time for the space to air out. In a normal year, we would have 75 performing ensembles and a healthy waitlist in case a band canceled.



13



2022 Pro Stage Stats

- 15 performances
- 84% of tickets sold
- Attendance was lower than ticket sales, possibly due to weather, rising illness in the community, or accessibility of the Yoshida Estate for this type of event.
- Connections/collaborations/sponsorships with 35 businesses or municipalities
- Grant supported by City of Gresham Arts and Culture Grant
- Live stream views: approximately 1000, from as far as Lisbon



14



2022 Social Media Stats

- Facebook page reach: 20,000 people
- Instagram reach: 822 people
- 1 sponsored ad reaching 8,198 people



15



Festival Glimpse





16



The Community Value

- This festival has and will continue to play an important role in the story of our community.
- It supports musicians of all ages and abilities and brings international exposure to our community.
- It supports local businesses and deepens the cultural experience of our community.
- It brings world-renown musicians to the people of our community and the people of our community to our local businesses!



17



The Social Justice Importance

Jazz is born out of the oppression and racist cruelty that no person deserves and a level of discrimination that should never have existed.

This music is about overcoming injustice and rising above challenges. Jazz serves as the perfect vehicle for education and harmony on social justice issues. It teaches us how to work together for the common good.

We take pride in bringing music of these values to our community through live performances and education at our annual Mt. Hood Jazz Festival.



18

2023 Artists

May 5 - 7, 2023

Ignacio Berroa Trio • Bill Chartlap Trio
Michael Dease • Esthesis Quartet
Soul Vaccination • Mark Zaleski Quartet
Dan Balmer Group • Mt. Hood Jazz Collective
Portland Jazz Composers Ensemble
and more!

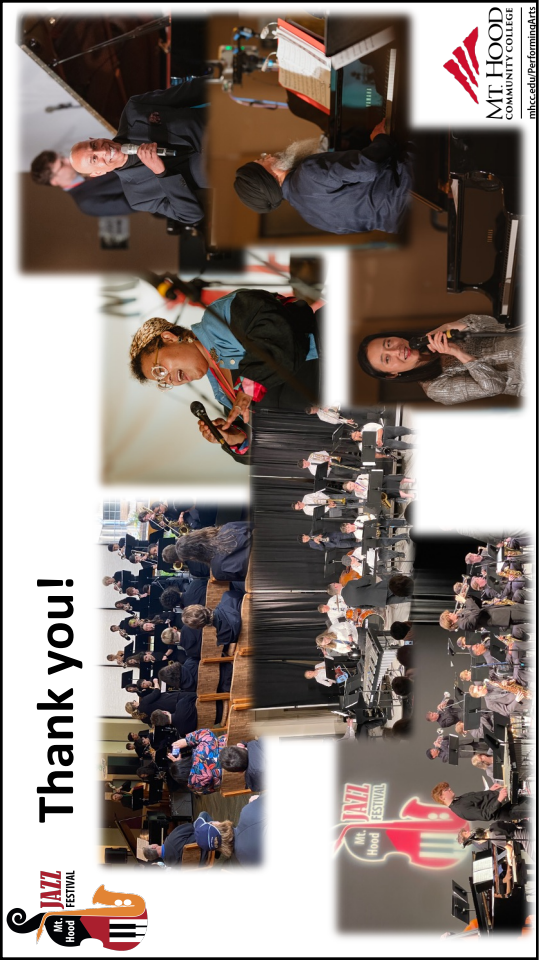
TICKETS ON SALE

www.mhcc.edu/JazzFestival



Mt. Hood
JAZZ
FESTIVAL
PRESENTED BY CORIN SELMER

Thank you!





MT. HOOD
COMMUNITY COLLEGE
mhcc.edu/performingarts

CROSSCURRENT COLLECTIVE

THE TEAM



Kristin Dahl
Project Lead
Designer / producer



Kate Harbour
Project Manager



Holly MacFee
Destination Brand +
Marketing Strategy
Lookout



Laura Soltysiak
Administrative Assistant

Exhibit C
February 27,
2024 Council
Meeting
Minutes

CROSSCURRENT COLLECTIVE

THE TEAM



Mark Buckley
Research Lead
ECONorthwest



Alicia
Research Manager
ECONorthwest



Dan Clasen
Research Specialist

TROUTDALE LEADERSHIP

PROJECT ADVISORY TEAM

Convener: Marlee Boxler, City of Troutdale

Jeanie Linn, Artistree NW

Corey Rust, Envi Adventures

Sam Purvis, Good Coffee

Mel Jensen, McMenamins

Renee Rank, McMenamins

Lizzie Keenan, Mt. Hood Gorge Regional DMO

Ryan Domingo + Emily Cafazzo, Sugarpine Drive-In

Loree Harrell, Troutdale Arts Center

Stephen Elgart, U.S. Forest Service, CRGNA



A DESTINATION STRATEGY

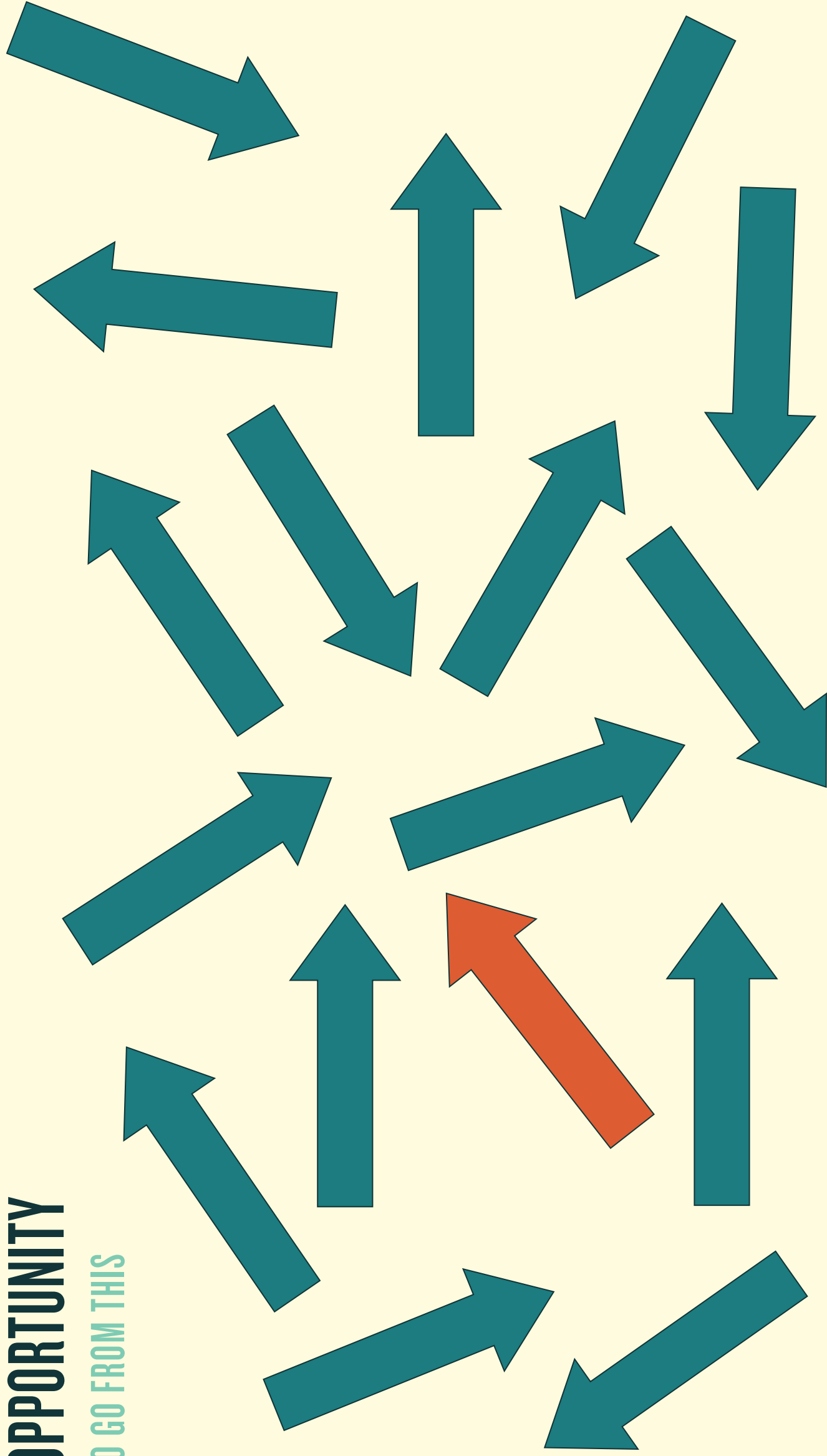
THE ROAD MAP

Managing for sustainable tourism in a destination is a complex activity. A road map is necessary in order to get diverse stakeholders to align for impact. A destination strategy is exactly that – a vision and a road map that clarifies where a community wants to go, and how they’re going to get there. A strategy may contain direction on management, development, marketing and stewardship activities.



OPPORTUNITY

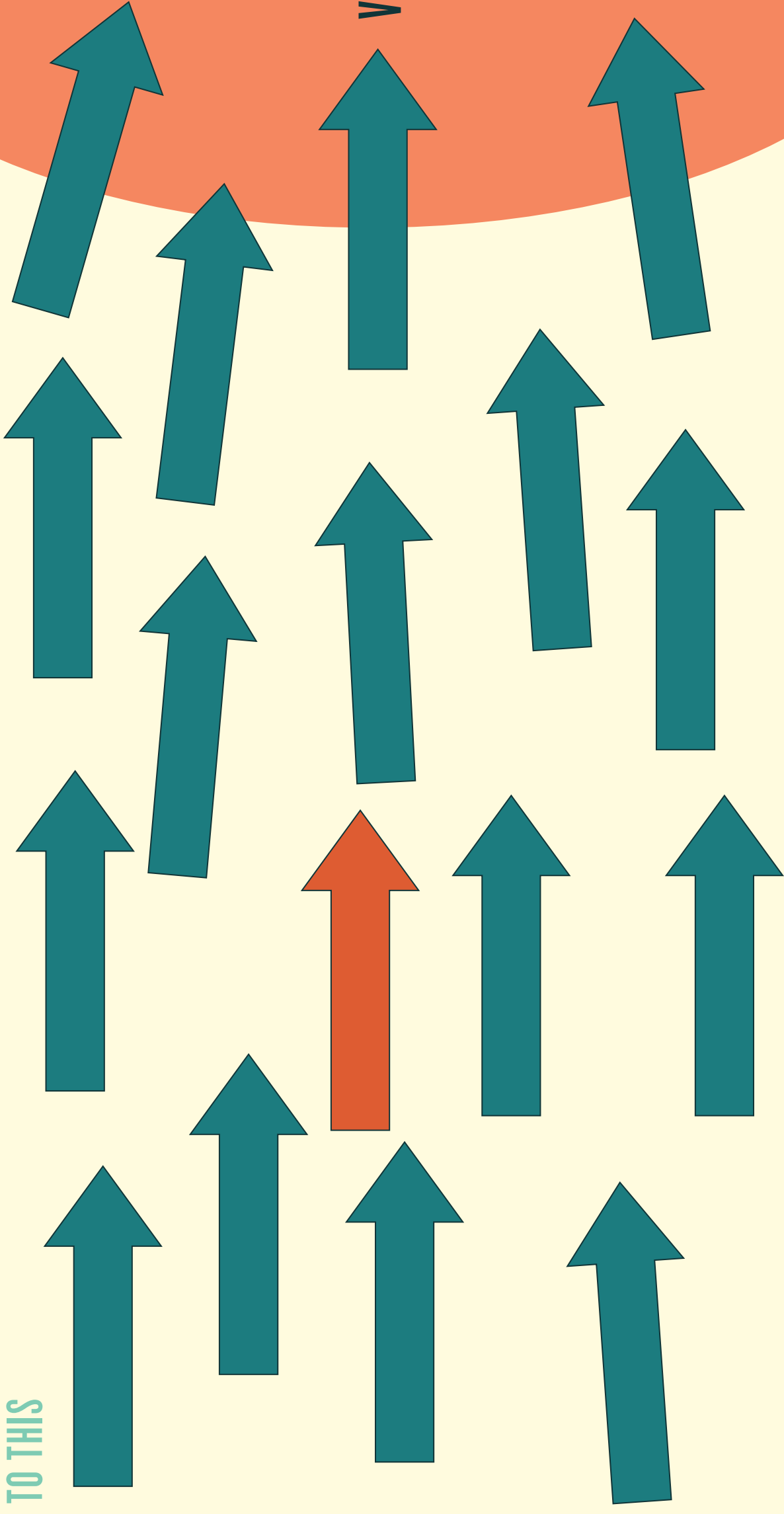
TO GO FROM THIS



OPPORTUNITY

TO THIS

VISION



TOURISM IS BIG BUSINESS IN OREGON

2022 AS COMPARED WITH 2019 (NOT ADJUSTED FOR INFLATION)

\$13.9 BILLION
VISITOR
SPENDING
+8.5%

117,360
TOURISM JOBS
STATEWIDE
-9%

\$643 MILLION
STATE + LOCAL
TAX RECEIPTS
+7.7%

COMPONENTS OF A STRATEGY

TERMS DEFINED

Destination development is the act of improving the experience within a destination for visitors and residents.

Destination marketing is the act of raising awareness, attracting visitors and building long-term relationships through branding, communications, and promotion.

Destination stewardship is the act of protecting ecosystems, landscapes and cultures that define a place.

Destination management is the act of coordinating activities across multiple agencies and organizations to manage visitor impacts and improve livability.



CROSSCURRENT
COLLECTIVE

Definitions by Crosscurrent Collective, 2022



DESTINATION MANAGEMENT

- Leadership provided through a collaboration of diverse organizations
- Responsible for creating and implementing a destination strategy
- Focus is on systems for communication, coordination + collaboration

DESTINATION DEVELOPMENT

- Community engagement + communications
- Experience development
- Visitor management
- Investing in innovation

DESTINATION MARKETING

- Domestic + international
- Earned + paid media
- Visitor communications
- Sales

DESTINATION STEWARDSHIP

- Carbon neutral
- Protecting natural systems
- Protecting culture
- Giving back

Sustainable Tourism as a Baseline

“Tourism that takes full account of its current and future economic, social and environmental impacts, addressing the needs of visitors, the industry, the environment, and host communities.”

- U.N. World Tourism Organization, 2002

3 Transformational Opportunities

1. DESTINATION ALIGNMENT

Aligning the public, private and civic sectors drives destination performance

2. SUSTAINABLE DEVELOPMENT

Destination and product development should marry people, planet, profit and policy

3. VALUES BASED MARKETING

Community values, goals and energy are the new competitive advantage

DESTINATION STRATEGY

KEY COMPONENTS

- Visitor + stakeholder research
- 15-year vision of success narrative
- Community values
- Strategic areas of focus (2-4)
 - Medium term outcomes (~ 5 years)
 - Short-term outcomes (1-2 years)
 - KPIs
 - Priority projects (1-2 years)
- Leadership structure identified

CORDOVA'S DESTINATION VISION NARRATIVE			
15-YEAR COMMUNITY VISION FOR SUSTAINABLE TOURISM (2036)			
[This Place] Ancestral homeland to Eyak, Chugach Region People, Tlingit and Athabaskan peoples, Cordova is a small, gritty Alaskan fishing community brimming with artists, scientists and hard-working individuals shaped and sustained by the landscape. Situated at the confluence of Prince William Sound, the northern Gulf of Alaska and the Copper River watershed, the region is full of highly productive ecosystems rich in fish and wildlife resources that span boreal forests, complex wetlands, tidewater glaciers, rocky intertidal shorelines and coastal barrier islands. The 700,000-acre delta at the mouth of the Copper River comprises the largest continuous wetland on the Pacific Coast of North America. The Copper River flows into the northern Gulf of Alaska, a waypoint on the great ocean conveyor belt, which creates what has become known as the "World's Richest Waters." Home to Copper River salmon, the delta is also an important stopover on the Pacific Flyway for millions of migrating shorebirds and waterfowl. [Our Culture] Our deep love of this place compels us to graciously welcome visitors and share our unique history and way of life, including our traditions, artistry, science and fishing. We're down to earth, easy to talk to and can help provide a deeper understanding of this landscape through our stories and activities. There's a buzz as visitors get to directly experience our way of life and why we live here. We've found a way to share our culture in a way that strengthens and uplifts our core community values. [The Outdoors] Adventurers seeking off-the-beaten-path experiences find a wealth of opportunities across the seasons. Motivated by easy access to the outdoors, visitors can kayak our waterways, hike our mountains, fish our rivers and enjoy the view from our remote U.S. coastline. We have a vibrant community of businesses and services that support our way of life and the resources and experiences we offer. [Vibrant Services] We have a thriving downtown with an appealing aesthetic where there is a healthy mix of complementary businesses serving locals and visitors alike. Our business community is thriving as a result of businesses supporting one another and finding new ways to be complementary. [Marketing] The community is thriving as a result of businesses supporting one another and finding new ways to be complementary. The community is thriving as a result of businesses supporting one another and finding new ways to be complementary. [Community Livability] The community is thriving as a result of businesses supporting one another and finding new ways to be complementary. The community is thriving as a result of businesses supporting one another and finding new ways to be complementary.			
STRATEGIC FOCUS AREA	(A) IMPROVE THE VISITOR EXPERIENCE + SUPPORT BUSINESS GROWTH	(B) INCREASE VISITATION + IMPROVE CONSISTENCY OF DEMAND	
5-YEAR OUTCOMES	• We have robust outfitting and guide services that support hiking, cycling, kayaking and boating. • We have a thriving downtown with an appealing aesthetic where there is a healthy mix of complementary businesses serving locals and visitors alike. • Our business community is thriving as a result of businesses supporting one another and finding new ways to be complementary.	• Chamber and businesses are putting out consistent and targeted destination marketing throughout year. • Businesses are coordinated to promote Cordova with one voice, with the tools to do so. • Our demand is consistent and at a level that transportation service providers can expand service to Cordova and surrounding PWS communities.	
1- TO 2-YEAR OUTCOMES	• New and emerging businesses are supported with resources and information including: ○ How to capitalize on the visitor economy ○ What visitor services are needed in our community ○ City requirements + insurance requirements ○ Opportunities for how they can work together with existing businesses • We have at least one business offering guided kayak trips and kayak rentals. • New visitor experiences exist providing opportunities to take part in things we do in this community – foraging, making jam, making art, learning about kelp farms. These	• More businesses would be extended to a year-round model, with high levels of satisfaction. • Festival and event attendees are returning to Cordova for repeat visits as a result of targeted marketing. • Visiting friends and relatives are returning to Cordova for repeat visits as a result of targeted marketing.	

WHAT WOULD SUCCESS LOOK LIKE?

AT THE END OF THIS PROCESS

- We have a solid roadmap for the future
- The community moves forward *together*
- Everyone is aligned around a common set of priorities so we can get things done
- Build off existing/past work and augment complementary efforts
- Information is flowing
- People are working together in new ways to accomplish bigger results



DESTINATION STRATEGY DEVELOPMENT PROCESS

AT A GLANCE

PHASE 1: BUILD THE FOUNDATION
Apr. - Sep. 2023

GROUNDTRUTH,
RESEARCH,
DESIGN

PHASE 2: ENGAGE THE COMMUNITY
Aug. - Nov. 2023

COMMUNITY
WORKSHOP

PHASE 3: MOVE INTO ACTION
Nov. - Dec. 2023

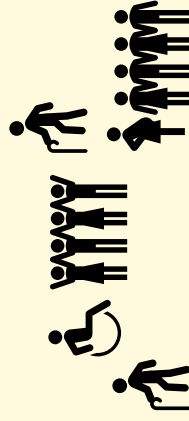
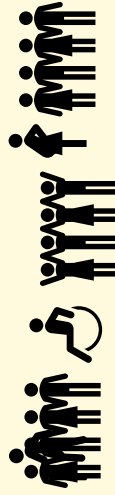
DEVELOP
STRATEGY +
LEADERSHIP TEAM

WORKSHOP
2
w/ project
team

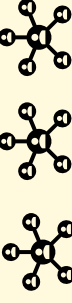
PROJECT ADVISORY
TEAM



DIVERSE STAKEHOLDERS



PROJECT ADVISORY
TEAM +
STAKEHOLDERS



TROUTDALE
TOURISM
ADVISORY TEAM

PRIORITY
PROJECT

PRIORITY
PROJECT

PRIORITY
PROJECT

5 MONTHS

3 MONTHS

2 MONTHS

COMMUNITY VALUES

WHAT DO WE WANT TO PROTECT?

COMMUNITY VALUES

THE IMPERATIVES

Community values are core to any destination – they're the invisible backbone to a community's culture. If we want to celebrate and retain a community's culture, it is important to first gain clarity on the commonly held, yet not often discussed, values. These values can be used as an internal compass or communicated with visitors directly.



TROUTDALE VALUES

14. What are the MOST IMPORTANT LOCAL VALUES you want to maintain as your region develops over time?

community
small town feel
local
businesses
sustainable
caring tourism
safe
preservation
restaurants
work
live
development
safety
friendly
clean
protecting
value
shops
nature
friendly
accessible
cultural
connection
cute
portland
welcoming
streets
premium
cleanliness
unique
quality
warm
walkable
experience
people
beauty





COMMUNITY VALUES

TROUTDALE'S COMMUNITY VALUES

Community values are core to any destination – they're the invisible backbone of a community's culture. If we want to celebrate and retain a community's culture, it is important to first gain clarity on its commonly held, yet not often discussed, values. These values can be used as an internal compass or communicated with visitors directly.



What we're committed to protecting:

SMALL-TOWN CHARACTER

Our small, clean and well-cared-for historic town provides a place to gather, connect and develop a sense of closeness.

CARE FOR OTHERS

Caring for one another in both our current community and our past cultures translates into welcoming others and creating safe places for all to enjoy.

STEWARDSHIP

We honor the natural resources our community resides within and work to ensure these places thrive, for nature's sake and for all to enjoy.

THOUGHTFUL, HUMAN-SCALE DEVELOPMENT

We value thoughtful design and quality development that connects people with both people and place. Our community design facilitates all forms of mobility: bikers, walkers, riders and more.

LOCAL PRIDE

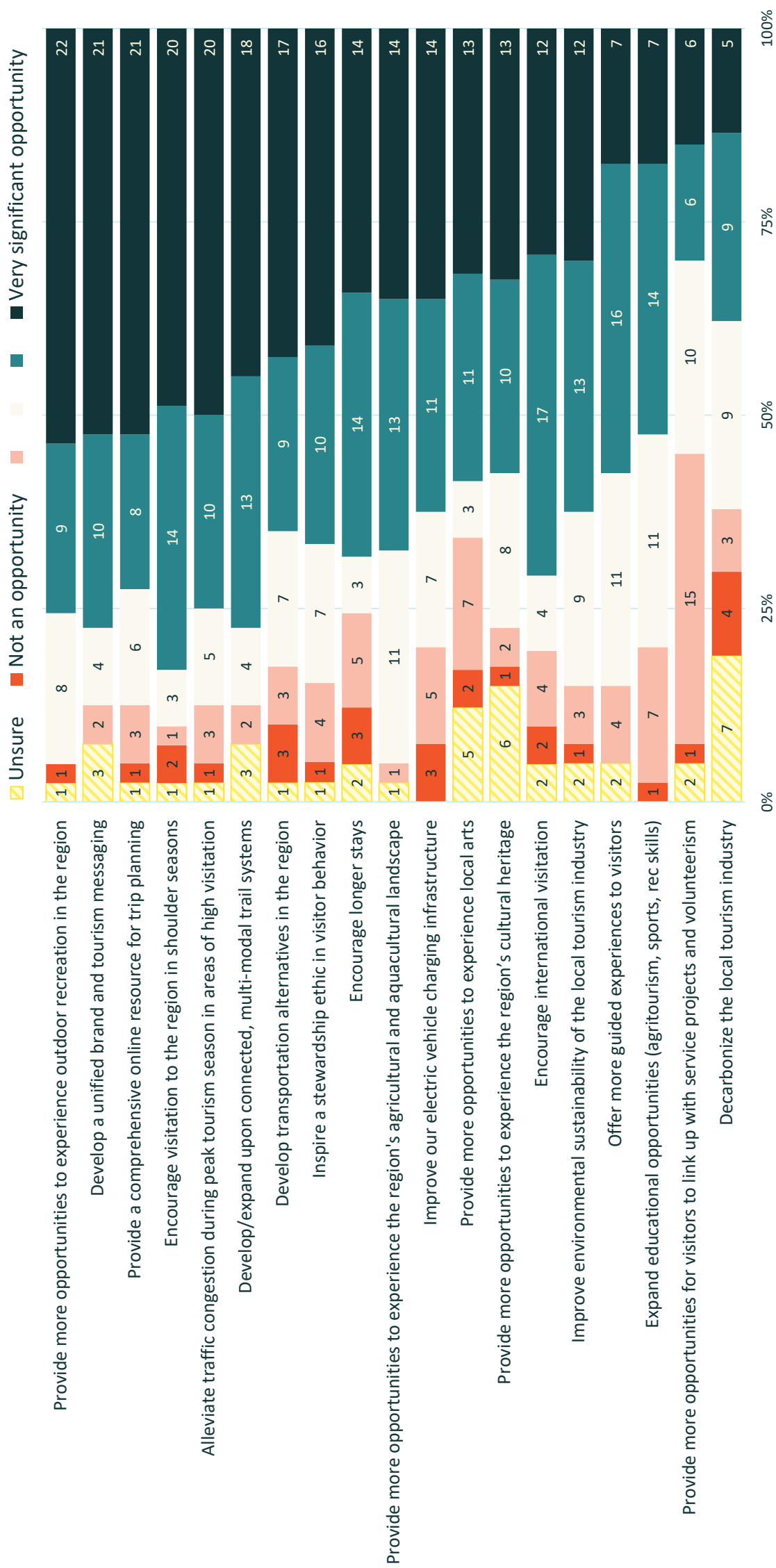
We support locally owned businesses, as well as locally grown and made products, because this creates a stronger community and a richer local economy.

15-YEAR VISION OF SUCCESS

WHAT DO WE WANT THIS PLACE TO BE LIKE?

OPPORTUNITIES - RANKING

17. What do you believe are the best tactical OPPORTUNITIES to advance the positive impact of local tourism





15-YEAR VISION OF SUCCESS

A vision is like a community's North Star. It should paint a vivid picture of where community members would like to be in the future. A clearly articulated and inspiring narrative of what a community sees for itself will help individuals and organizations envision what's possible and allow them to direct their energy and resources toward achieving it.



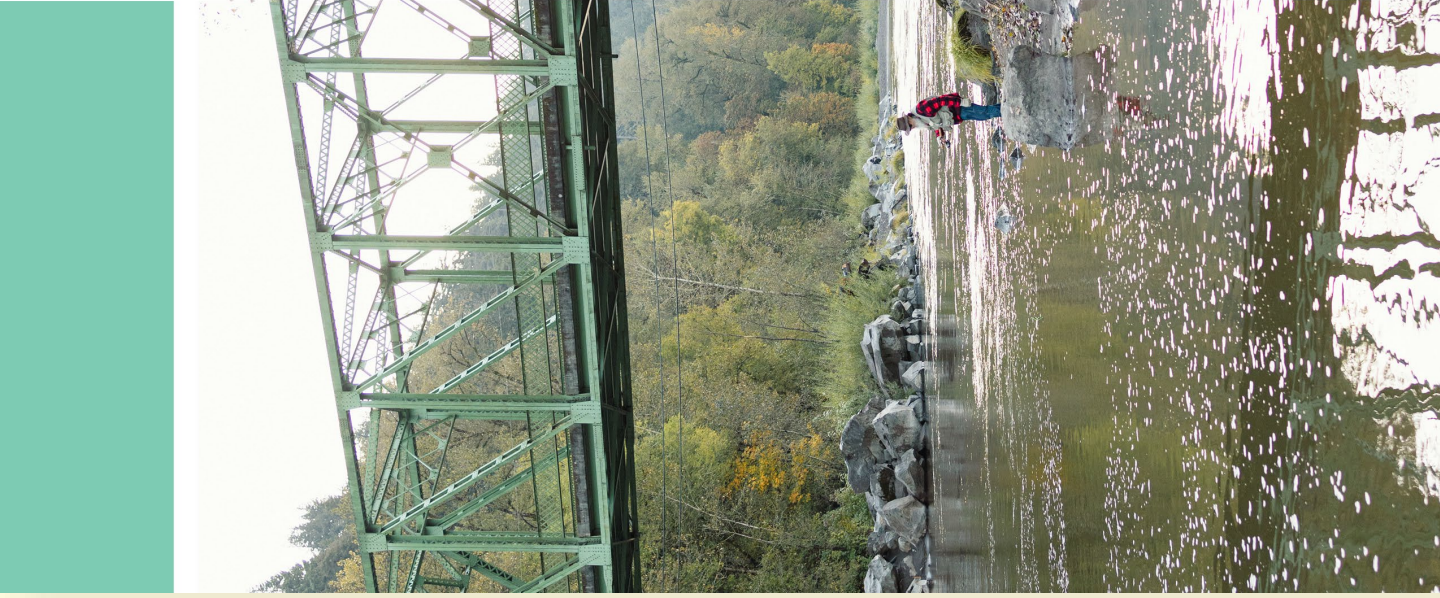
What this visitor destination will look like in 2038:

GATEWAY TO GREATER ADVENTURES

Troutdale has become THE jumping-off point for embarking on a world-class Columbia River Gorge recreation experience or an adventure on the Historic Columbia River Highway State Trail. Troutdale is uniquely positioned to increase its standing as a “basecamp” for outdoor recreation in the Columbia Gorge and Mt. Hood.

We take strong pride in the infrastructure and connections we’ve built within multiple transportation systems to offer revolutionary car-free travel for Gorge visitors – including seamless links to the Portland metro area for residents and visitors alike. Our commitment to this work has elevated our status as a gateway community and has also helped reduce congestion and traffic in our treasured National Scenic Area and nearby natural areas.

This focus on accessibility has spurred an emerging cluster of businesses that cater to the needs of adventure-seekers through services and amenities. Existing downtown businesses are also capturing the benefits of this new stream of visitors.



QUAINT, VIBRANT DOWNTOWN

Troutdale is a destination in its own right, drawing explorers who seek a taste of authentic small-town life surrounded by phenomenal natural riches, all just a stone's throw from Portland. Troutdale's renown draws both day-trippers and overnight visitors.

Troutdale's comfortable scale and walkable nature invite visitors and residents to slow down and savor their surroundings. Along the streets, diverse businesses spark visitor interest and further exploration. Our pedestrian-friendly community makes it easy for people of all ages to explore with a sense of safety, inviting them to discover businesses and amenities beyond their initial point of interest.

The scale and design of our quaint, historic downtown has shaped thoughtful development, creating and connecting new amenities to the broader community. Our downtown draws visitors and residents of all ages to businesses, services and events. Because locals are embracing and caring for downtown, it remains a vibrant and authentic community to visit. In Troutdale, everyone can feel what it's like to live in a small town – even if it's only for a weekend.

THE RIVER CONNECTS US ALL

The Wild and Scenic Sandy River is the natural centerpiece of our community. River stewardship is paramount; it's our responsibility to ensure it thrives for generations to come. To mitigate human impact, we're pursuing collaborative solutions to manage river use and ease parking-congestion issues. We've invested in walkable connections between downtown and the river, providing safe access to the river as well as new, sustainable revenue for more businesses in town.

GROWING AND CONNECTED TOURISM ECOSYSTEM

We're building on the established Explore Troutdale brand, reinforcing a strong shared identity as a destination. Our community and business leaders are aligned in recognizing the value of tourism. This shared emphasis keeps our development trajectory in sync with other community efforts, connecting to and complementing other regional and statewide initiatives.

UNDERSTANDING OUR VISITORS

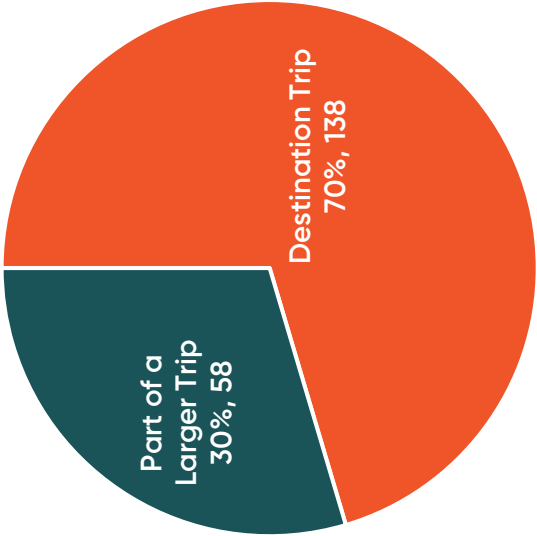
VISITOR OPPORTUNITY STUDY

VISITATION SUMMARY

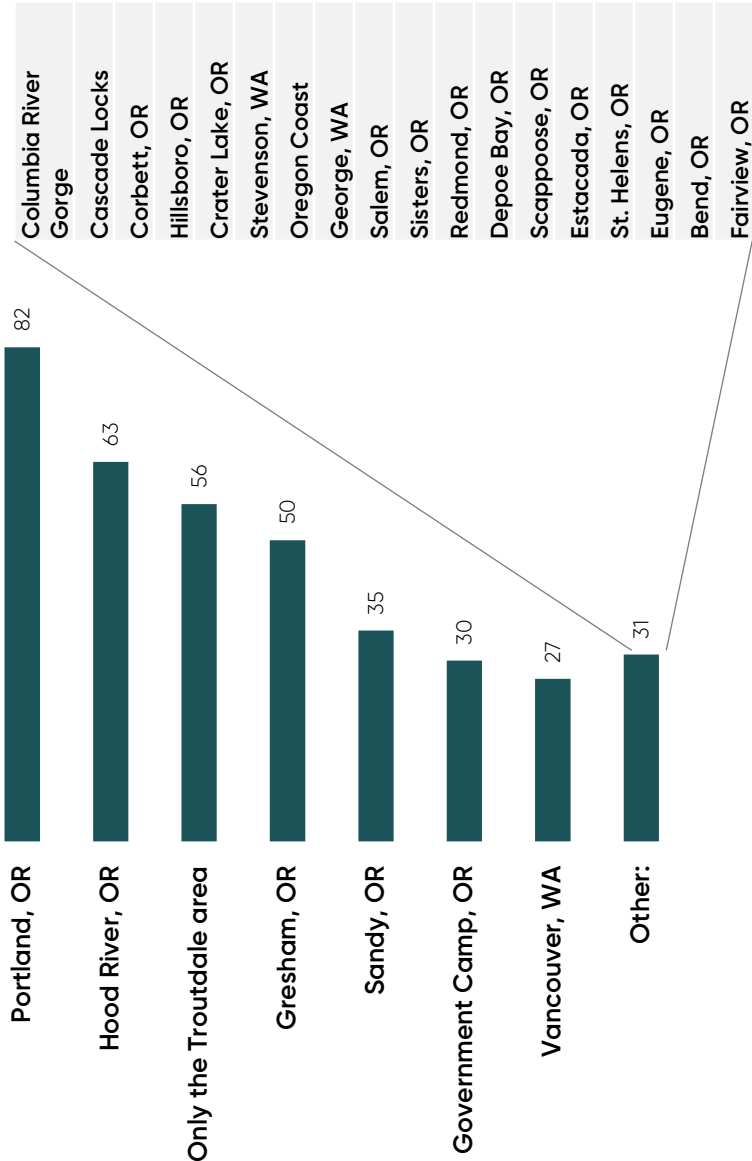
Visitor Profile – Type of Trip

Seventy percent of respondents visited Troutdale as their primary destination, while almost one-third of respondents visited as part of a larger trip.

TYPE OF TRIP TO TROUTDALE



OTHER DESTINATIONS VISITED



Respondents that marked Troutdale as being part of a larger trip (30%), listed these locations as other places visited, including Troutdale as the primary destination.

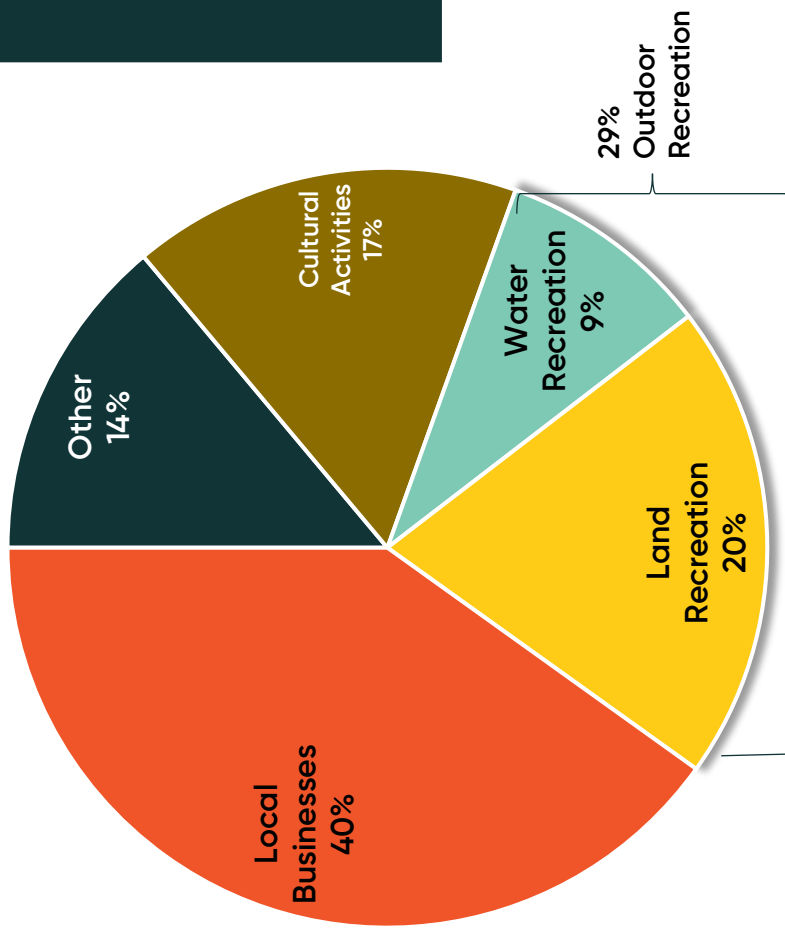
VISITOR EXPERIENCE

Primary Motivator for Visiting Troutdale

Almost half (40%) of the respondents listed an activity of visiting various local business as their primary motivation for visiting the Troutdale area . Types of activities in the local business category for primary motivator included:

- Visiting restaurants/cuisine
- Visiting a local guide/outfitter
- Shopping
- Visiting an outdoor gear store/bike shop
- Visiting a brewery
- Visiting a cidery
- Visiting a distillery
- Visiting a winery/wine tasting room

PRIMARY MOTIVATOR FOR VISITING

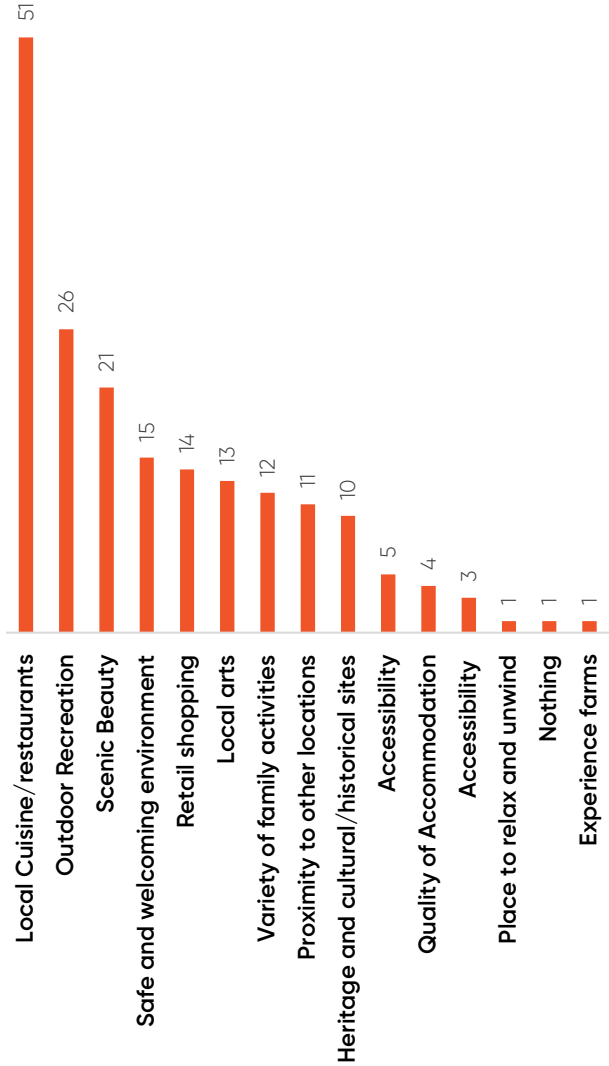


VISITOR EXPERIENCE

Most Enjoyed Experience While Visiting

The most enjoyed experiences were coded to factors for visitation to identify patterns in the relationship of importance and satisfaction of the factors. The most enjoyed experiences fell into three factors for visitation, Local Cuisine/Restaurants, Outdoor Recreation and Scenic Beauty.

ENJOYED EXPERIENCES BY FACTORS FOR VISITATION



SUGARPINE DRIVE-IN

26 Mentions



SCENERY

19 Mentions



SANDY RIVER

13 Mentions



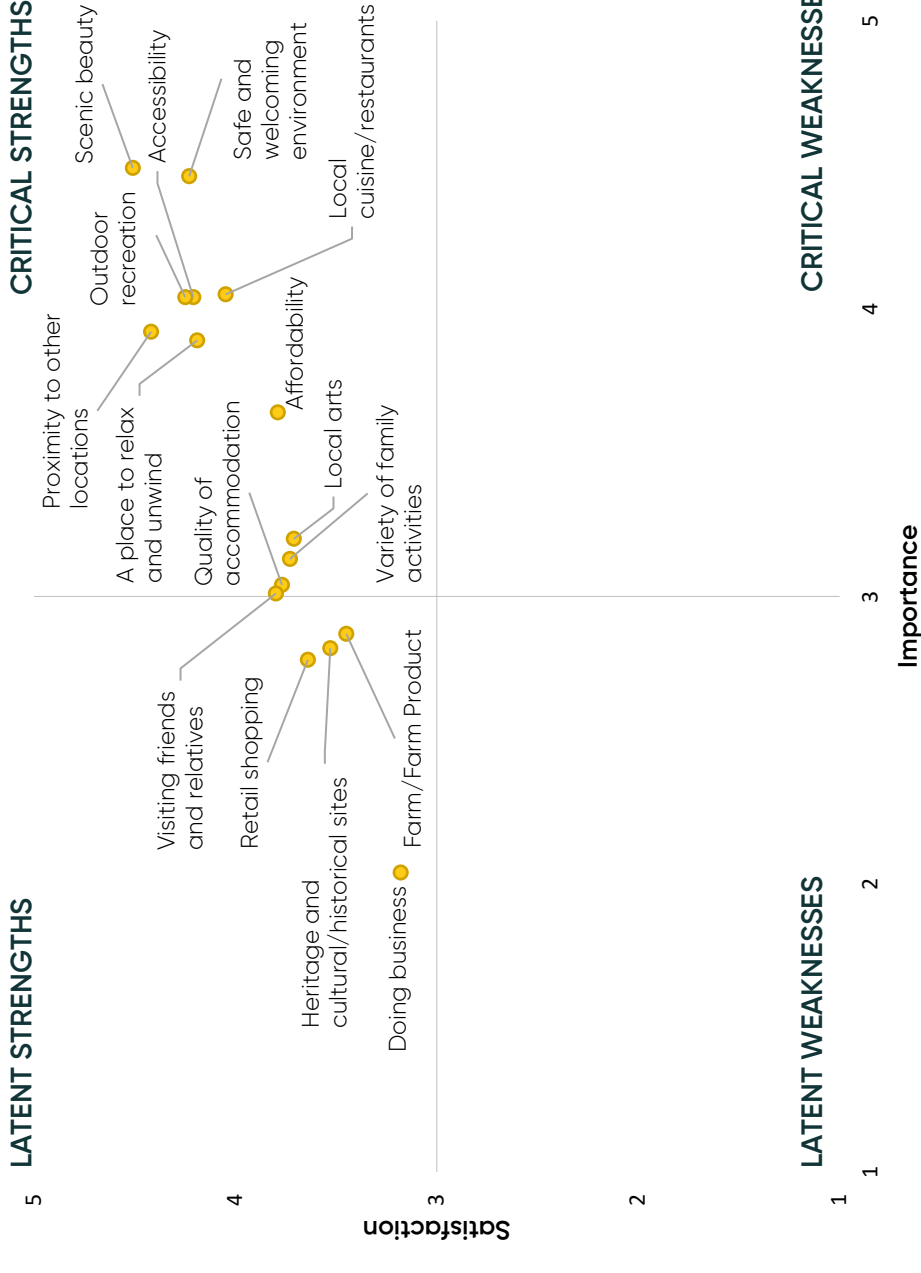
LOCAL CUISINE

13 Mentions

VISITOR EXPERIENCE

Importance and Satisfaction Factors for Visiting the Troutdale Area

IMPORTANCE AND SATISFACTION MATRIX



DEFINITIONS

Respondents rated importance and satisfaction on a scale from 1 to 5, where 3 is neutral, less than 3 is latent, and greater than 3 is critical.

LATENT WEAKNESSES are factors of comparatively low importance and low satisfaction. These factors are a low priority.

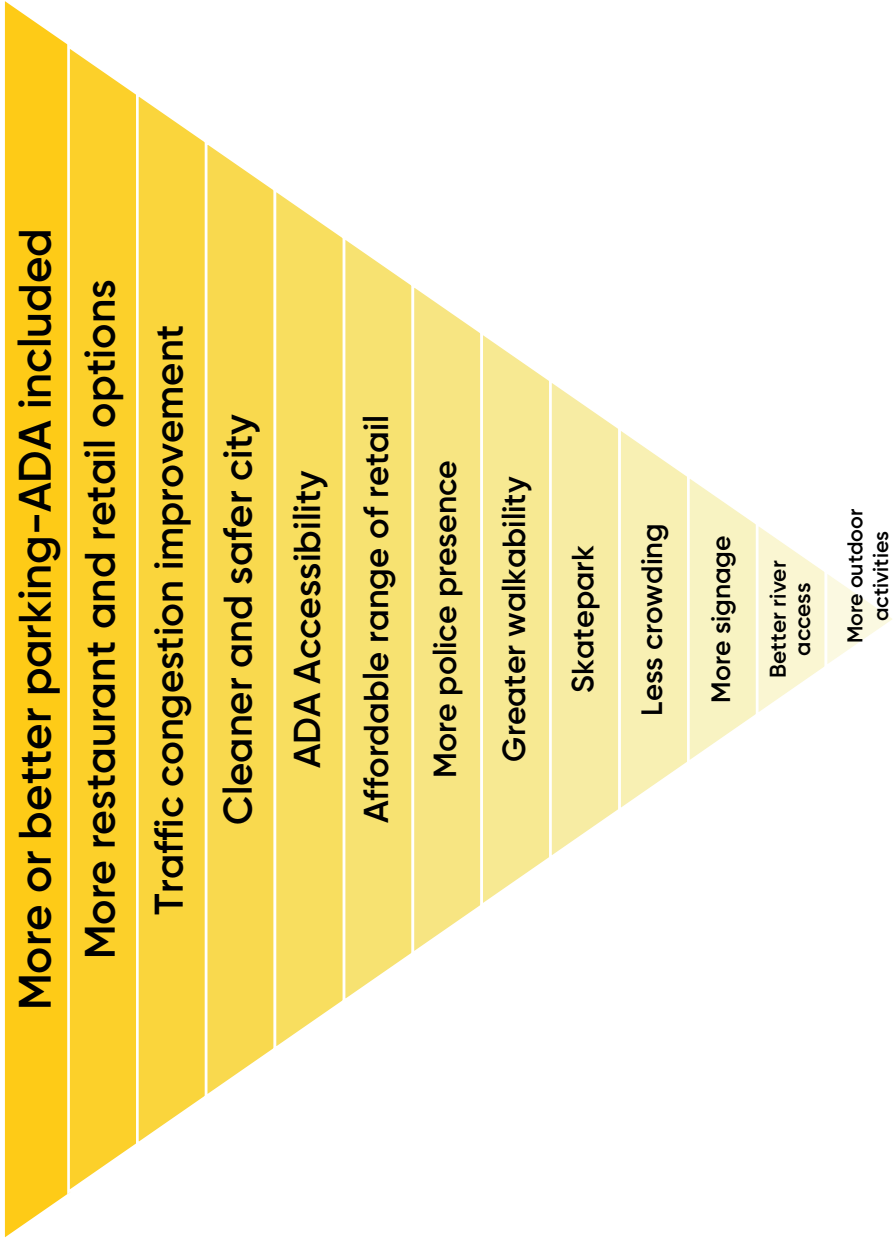
CRITICAL WEAKNESSES are factors of comparatively high importance and low satisfaction. These factors should be prioritized.

LATENT STRENGTHS are factors of low importance and high satisfaction. Due to their high performance, these factors are also a low priority.

CRITICAL STRENGTHS are factors of both high importance and high satisfaction. Continued strong performance in these areas is a top priority.

VISITOR EXPERIENCE

Suggested Improvements



The following is a list of suggested improvement themes that were generalized from an open-ended question asking what would have improved the respondents’ visit to Troutdale.

Most reported improving or providing more parking, including ADA accessible parking and general ADA access. Traffic flow, congestion, and confusing intersections were noted frequently.

A theme of inviting a greater range and choice of restaurants and retail, was among the top listed. A greater range of affordability in retail shops was suggested by a few.

Many did not have a strong sense of safety because of the lack of enforcement present, unclear and unmaintained areas in the city, and negative encounters with houseless folks.

Consistently mentioned throughout the comments was lack of access to the river, bike trails, and outdoor activities. Some reported increasing signage and improving/creating trails-access from downtown to surrounding areas would improve walkability.

DESTINATION STRATEGY

STRATEGIC IMPACT AREAS

STRATEGIC IMPACT AREAS

WHERE WE WILL FOCUS

Where should Troutdale focus over the next 5 years?

A. BECOME THE GATEWAY TO THE COLUMBIA RIVER GORGE AND BASECAMP FOR CAR-FREE TRAVEL
be a solution provider

B. INCREASE CONNECTIVITY WITH THE WILD + SCENIC SANDY RIVER WHILE PROTECTING ITS ECOLOGICAL VALUES
harness the power of the river

C. IMPROVE THE VIBRANCY OF OUR QUAIN T DOWNTOWN BY EVOLVING OUR VISITOR EXPERIENCE
develop a center of gravity in town

D. CONNECT + BUILD OUR TOURISM ECOSYSTEM
accelerate connections between people working in the tourism economy

IMPACT AREA A Become the Gateway to the Columbia River Gorge and a Basecamp for Car-Free Travel	IMPACT AREA B Increase Connectivity with the Wild and Scenic Sandy River While Protecting its Ecological Values	IMPACT AREA C Improve the Vibrancy of our Quaint Downtown by Evolving the Visitor Experience	IMPACT AREA D Connect and Build Our Tourism Ecosystem
Develop Gateway Services, Amenities, Experiences Develop supporting services, amenities and experiences to provide a world-class experience to recreationists visiting the Historic Columbia River Highway. Foster Greater Transportation Connectivity Build upon existing transit systems and parking strategy to position Troutdale as a hub for Columbia Gorge-bound car-free travel. Build Relationships Build partnerships to better integrate Troutdale in regional outdoor recreation activities and visions. Architect Wayfinding and Signage Develop wayfinding and signage that creates a sense of place, draws visitors into downtown and supports navigation to surrounding attractions. Communicate with Visitors Develop messaging that positions Troutdale as a can't-miss first and last stop on trips to the Gorge.	Foster Coordination and Collaboration Convene river-focused partners and integrate plans across jurisdictions to improve the user experience on the Sandy River. Develop the Sandy River Recreation Experience Pursue a Sandy River shuttle system and other infrastructure to alleviate parking challenges and open up new visitor experiences. Develop Town-to-River Connections Strengthen pedestrian connections between Troutdale's downtown and the Sandy River to promote easy and integrated access among amenities and natural areas. Communicate with Visitors Improve the consistency of messaging at Sandy River access points to encourage safety, environmental protection, and integration with other destination experiences.	Develop the Visitor Experience in Downtown Troutdale Evolve and diversify the visitor experience in downtown to build upon existing strengths. Develop and Connect Surrounding Visitor Experiences to Downtown Develop and diversify visitor experiences in the broader destination of Troutdale, supporting outdoor recreation and local food and farm experiences in a way that will draw new visitation to the region. Strengthen the connections between these visitor experiences and downtown Troutdale in creative ways to foster a supportive network among small, locally owned businesses. Communicate with Visitors Strengthen visitor information messaging to encourage visitor movement through the whole community.	Develop Destination Leadership Capacity for Troutdale Cultivate a broader network of local tourism leaders and partners to implement the destination vision. Communicate with Your Tourism Ecosystem Develop consistent and relevant industry-facing communication in order to engage and support Troutdale's tourism ecosystem. Provide Capacity and Technical Assistance to Local Businesses in the Tourism Ecosystem Help businesses and organizations working in the tourism economy access existing industry communication, marketing channels and development opportunities. Build City Staff Capacity for Tourism Development and Marketing Ensure staff has capacity to deliver on destination strategy and marketing plan. Increase Funding for Building the Tourism Economy Develop additional funding sources and gain clarity on existing funding to ensure tourism resources are allocated strategically.

BECOME THE GATEWAY TO THE COLUMBIA RIVER GORGE AND A BASECAMP FOR CAR-FREE TRAVEL

IMPACT AREA A

IMPACT AREA A:

BECOME THE GATEWAY TO THE COLUMBIA RIVER GORGE AND A BASECAMP FOR CAR-FREE TRAVEL

Troutdale is strategically positioned to be THE jumping-off point for experiencing the Columbia River Gorge National Scenic Area and the soon-to-be-completed Historic Columbia River Highway State Trail (HCRHST). Troutdale can leverage its proximity to these premier destinations by supporting seamless transit connections and car-free access to visitor attractions throughout the Gorge and Mt. Hood. Once complete, the world-class HCRHST will bring a new wave of visitors interested in walking, hiking and biking. There is an opportunity to attract this new audience of overnight visitors and to invite existing day-trippers to rethink how they access recreation in the Gorge. With foresight and intentional planning, Troutdale can develop needed visitor services that cater to adventure travelers visiting the Gorge and Mt. Hood, including shuttles to key recreation trailheads, guide services, outdoor shops, gear rentals, easy-to-pack groceries and to-go meals.

SHORT-TERM OUTCOMES (1-2 YEARS)

- More visitors are beginning their trips (any mode) in Troutdale
- Troutdale’s priority destination objectives are integrated in local and regional recreation and transportation plans
- Visitor messaging and collateral shows how trips can originate from Troutdale
- More private and public transit services are originating trips in Troutdale
- The Columbia Gorge Express is better integrated within the community of Troutdale

MEDIUM-TERM OUTCOMES (2-5 YEARS)

- Troutdale has increased its number of outbound trips to the Columbia River Gorge and inbound transportation from the Portland metro area via public and private transit
- The City of Troutdale is actively pursuing the development of transportation infrastructure, including a park-and-ride, comprehensive parking strategy, and improved bus stops to complement Gorge-serving transit
- Troutdale sees an increase in overnight stays due to HCRHST usage/visitation
- Additional/new recreation amenity businesses and services are locating in Troutdale

KEY MEASURES

- Number of transit and shuttle routes originating in Troutdale
- Number of Gorge Passes sold at the Visitor Center
- Number of businesses that support the outdoor recreation experience located in Troutdale
- Number of Columbia Gorge Express trips originating in Troutdale



STRATEGIES SUMMARY

There is strong momentum toward developing a car-free Columbia Gorge and Mt. Hood experience that Troutdale can capitalize on. The Historic Columbia River Highway State Trail is near completion, and the transportation system connecting the Gorge to the Portland metro area is improving each year. It's up to Troutdale to secure its place as the "gateway" to Mt. Hood and Gorge experiences by delivering the services travelers need. We recommend beginning with strategies that further develop Troutdale's identity as a gateway to the Columbia Gorge, Historic Highway and Mt. Hood while building partnerships to continue advancing the transportation and

recreation development work already underway. Critical to this regional transportation system's success is a comprehensive parking strategy to manage visitor vehicles.

In the medium term, strategies focus on completing and streamlining these transportation connections; continuing to build out amenities and infrastructure to cater to a growing audience of overnight adventure travelers; and better integrating recreation offerings with lodging partners and local businesses.

	SHORT TERM (1-2 YEARS)	MEDIUM TERM (2-5 YEARS)
A1: Develop Gateway Services, Amenities, Experiences Develop supporting services, amenities and experiences to provide a world-class experience to recreationists visiting the Historic Columbia River Highway.	• Develop support services for outdoor recreation by soliciting and incentivizing outdoor recreation service providers in the realm of shuttles, outdoor stores and gear rentals • Work with existing businesses to understand outdoor recreation-based travelers' needs; encourage businesses to provide appropriate food, gear and services • Cultivate new guide services originating from the City of Troutdale • Improve accessibility of high-use recreation sites and tourism-related businesses for all abilities	• Continue to incentivize outdoor recreation service providers to locate in the City of Troutdale • Conduct front-line staff familiarization tours to build local awareness of outdoor recreation and transit opportunities • Encourage the growth of bike storage capacity on existing transit • Develop local bike storage options with lodging partners • Continue work of improving accessibility for all users
A2: Foster Greater Transportation Connectivity Build upon existing transit systems and parking strategy to position Troutdale as a hub for Columbia Gorge-bound car-free travel.	• Strengthen integration with existing outbound transit options (public and private) • Convene partners connected to possible park-and-ride facility and visitor hub • Identify short-term parking options • Begin looking at local transit options that fill gaps and create connectivity	• Continue to develop and enhance outbound connections, including Mt. Hood • Strengthen inbound connections to Troutdale from the Portland metro area, including PDX Airport (TriMet and private shuttles) • Develop a comprehensive parking strategy to include outdoor recreationist parking • Pursue capital for park-and-ride facility

STRATEGIES SUMMARY – CONTINUED

	SHORT TERM (1-2 YEARS)	MEDIUM TERM (2-5 YEARS)
A3: Build Relationships Build partnerships to better integrate Troutdale in regional outdoor recreation activities and visions.	• Become a partner in key trail initiatives • Build relationships with guides, outfitters and tour operators operating in the region to become a stop on tours *	• Continue involvement in regional initiatives
A4: Architect Wayfinding and Signage Develop wayfinding and signage that creates a sense of place, draws visitors into downtown and supports navigation to surrounding attractions.	• Develop a wayfinding and signage plan for Troutdale and surrounding area, including the HCHST, the Columbia Gorge, Mt. Hood, and their associated Scenic Byways	• Implement wayfinding and signage strategy, including improved HCRHST/Byway gateway signage* • Invest in streetscape improvements to develop the sense of arrival to Troutdale
A5: Communicate with Visitors Develop messaging that positions Troutdale as a can't-miss first and last stop on trips to the Gorge.	• Develop Columbia Gorge Visitor Map* • Develop HCRHST-specific itineraries • Develop Columbia Gorge itineraries* • Develop Mt. Hood itineraries • Develop messaging targeted at re-educating existing local recreationists on car-free travel	• Continue short-term strategies • Work with trail partners and key messengers to educate the public about new transit and recreation links • Develop messaging to attract overnight stays to Troutdale based on unique lodging opportunities and recreation access*

* Denotes a strategy that references the Explore Troutdale Strategic Marketing Plan, November 2023. This plan was developed in tandem with this Destination Strategy.



Strategic Marketing Plan City Council Highlights

What Challenges do we have that we can address with our Marketing Strategy?

- We want to be the visitor "Gateway," instead we get bypassed on the way to the Gorge
- Troutdale lacks a distinctive VISITOR-facing brand focused on inspiring the behavior we want to see
 - Externally: No consistent messaging/story; confused with Portland
 - Internally: No brand in town (lacking signage, wayfinding, maps)
- We lack best practices-based visitor communication channels, advertising & collateral materials
- We're under-resourced & lack a toolkit / partnerships so that others can market Troutdale on our behalf

Overall Marketing Objective:

Establish Troutdale as an easy, “must-visit” destination for Columbia River Gorge visitors. Like Hood River, Vista House and Multnomah Falls, Troutdale becomes synonymous with an outstanding Gorge experience.



Messaging: Short Term vs. Medium Term

Short Term (1-2 years)

What action do we want our audiences to take?



Message:

Make Troutdale a day trip, or A MUST STOP on their trip to the Gorge

Why? Limited unique lodging options makes it a challenge to inspire significant overnight stays; city not currently collecting taxes from STRs, limiting our marketing budget

Medium Term (3-5 years)

What action do we want our audiences to take?



Message:

Make Troutdale a BASE for exploring the Gorge and Portland (Gateway concept)

Why? With new lodging and increased funding, we can expand our messaging to make Troutdale a basecamp, which will further increase revenues and funding base

Marketing Strategies

REFRESH BRAND – make Troutdale synonymous with outstanding Gorge experience

BUILD DESTINATION AWARENESS – put Troutdale in front of ideal target audiences

BUILD SOCIAL FOLLOWING & ENGAGEMENT – maximize effectiveness of channels with organic & paid social

CREATE IMPACTFUL CONTENT – make it easy for visitors to include Troutdale in trip (map, itineraries + stories)

LEVERAGE LOCAL BUSINESS PARTNERSHIPS – toolkit + market Troutdale through partner channels

GROW ATTENDANCE TO SIGNATURE EVENTS FROM PDX METRO SUBURBS

IMPLEMENT INDUSTRY COMMUNICATIONS

CONNECT AND BUILD OUR TOURISM ECOSYSTEM

IMPACT AREA D

IMPACT AREA D:

CONNECT AND BUILD OUR TOURISM ECOSYSTEM

Visionary plans for a complex tourism economy are only possible through collaboration and collective impact. Projects in this Destination Strategy must be pursued deliberately and consistently over time. Because tourism touches so many sectors, solutions require a breadth of partners. Creating this strong network of local tourism partners requires care and cultivation. While Troutdale's current dedicated capacity for tourism is modest, it has the potential to grow and better leverage local, regional and statewide networks.

SHORT-TERM OUTCOMES (1-2 YEARS)

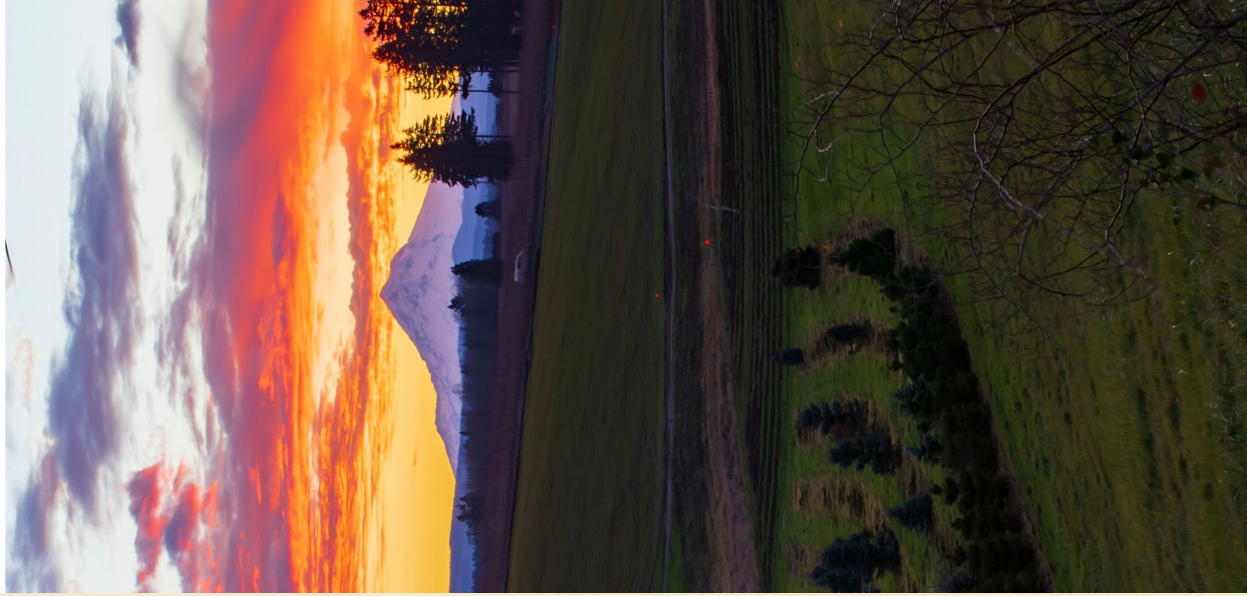
- Tourism ecosystem stakeholders are meeting and communicating regularly
- The city is leading additional tourism-related projects
- The city has added staff capacity to support the implementation of this strategy

MEDIUM-TERM OUTCOMES (2-5 YEARS)

- The community sees increased funding for tourism development, marketing and stewardship projects
- Local tourism stakeholders have increased engagement in industry trainings and events

KEY MEASURES

- Number of partners in our tourism ecosystem
- Number of destination strategy tactics pursued
- Continuity and engagement of local Destination Leadership Team members



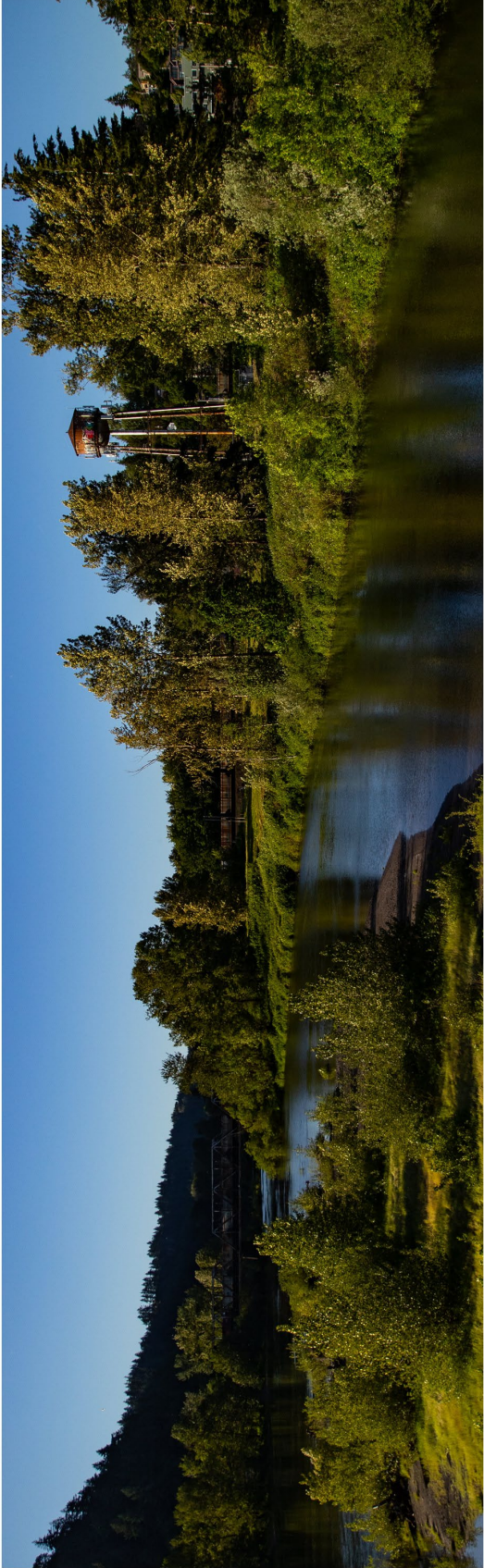
STRATEGIES SUMMARY

Short-term strategies should prioritize building a strong foundation for the local tourism ecosystem and identifying where the city can partner with regional and statewide partners, rather than reinventing the wheel. As the local tourism ecosystem matures, Troutdale can collectively pursue more ambitious tourism initiatives and advocacy.

	SHORT TERM (1-2 YEARS)	MEDIUM TERM (2-5 YEARS)
D1: Develop Destination Leadership Capacity for Troutdale Cultivate a broader network of local tourism leaders and partners to implement the destination vision.	• Solidify the structure of and regularly convene a local Destination Leadership Team • Develop stronger relationships with key strategic partners	• Strengthen leadership network
D2: Communicate with Your Tourism Ecosystem Develop consistent and relevant industry-facing communication in order to engage and support Troutdale’s tourism ecosystem.	• Solidify industry email list • Produce quarterly industry e-news*	• Continue to produce and evolve industry communications
D3: Provide Capacity and Technical Assistance to Local Businesses in the Tourism Ecosystem Help businesses and organizations working in the tourism economy access existing industry communication, marketing channels and development opportunities.	• Assess needs and barriers tourism partners face • Build a photo asset and story library • Develop journalist relationships	• Create “Tourism 101” one-pager for new businesses/partners • Develop funding opportunity to supplement technical assistance and professional development training

STRATEGIES SUMMARY – CONTINUED

	SHORT TERM (1-2 YEARS)	MEDIUM TERM (2-5 YEARS)
D4: Build City Staff Capacity for Tourism Development and Marketing Ensure staff has capacity to deliver on the destination strategy and marketing plan.	• Assess needs and options for augmenting staff capacity and resources for tourism development and marketing • Transition management of city events to another position, either internal or contracted	• Consider creating a standalone destination management and marketing organization, 501(c)(3) or otherwise
D5: Increase Funding for Building the Tourism Economy Develop additional funding sources and gain clarity on existing funding to ensure tourism resources are allocated strategically.	• Ensure short-term rental (STR) taxes in Troutdale are being collected and STRs are properly licensed • Continue to seek grant funding	• Leverage cooperative marketing opportunities with local partners • Explore new funding sources





THANKS

FOR QUESTIONS OR MORE
INFORMATION ABOUT
THIS STRATEGY PLEASE
CONTACT:

Marlee Boxler | City of Troutdale
marlee.boxler@troutdaleoregon.gov
971-280-0394

Kristin Dahl | Crosscurrent Collective
info@crosscurrentcollective.com
503-784-1072





STAFF REPORT

SUBJECT: A Resolution Approving Intergovernmental Agreement with the State of Oregon for the Oregon Community Paths 2nd Street Bridge Project Refinement Grant Provided through its Department of Transportation.

MEETING TYPE: City Council - Regular Meeting **MEETING DATE:** April 9, 2024

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. Oregon Community Paths Program Grant IGA with ODOT

Subject Relates to:
☐ Council Goals ☐ Legislative ☐ Land Use / Development ☒ Other
Continue to obtain feasibility and cost estimates for the potential project

- Discussion Points:**
- This project refinement grant does *not* obligate the City to construct the bridge.
 - Continues the information gathering for future evaluation of the potential bridge project.
 - The Oregon Department of Transportation (ODOT) is responsible for the grant management and engineering design contracting.
 - The bridge project is part of the City’s adopted Transportation System Plan.
 - Following the Council’s endorsement, the project was included in the Metro 2023 Regional Transportation Plan project list.

Background:

The idea of a 2nd Street Bridge, at this point in time, is only a concept. The genesis of the bridge is to provide a safer way for bicyclists and pedestrians to cross the very busy 257th Drive at Halsey/Historic Columbia River Hwy. Both sides of this intersection have seen, and are seeing, substantial development that will increase the number of people who will want to cross the road. 257th is a 5-lane “freight route” that sees substantial traffic.

The 2nd Street Bridge project has garnered substantial discussion within the City regarding its feasibility. The 2nd Street Bridge has been discussed through the 2020-2040 Town Center Plan, Capital Improvement Plan, and Transportation System Plan public hearings and public outreach processes. The common theme has been an interest in the concept, but a hesitancy over the unknown potential cost.

The City's Grant Funding Specialist was able to identify, pre-apply, obtain an invitation to formally apply and successfully obtain grant approval for the feasibility study and initial design so those questions could be answered for the Council and Planning Commission.

While the 2nd Street Bridge project is included in several City and Metro adopted transportation documents there is *no obligation* on the part of the City to construct even a single foot of the bridge. This grant does not create an obligation either.

The grant funds are provided through one of the many federal transportation funding sources provided to ODOT. The grant will be managed by ODOT who has engineering design contracting and vendor payment responsibilities. The City role is to participate in the information gathering necessary for development up to 30% design and cost estimate. ODOT is interested in the project because 257th is a major connector to the I-84 freeway.

The 30% design contract for the project has been awarded by ODOT for \$217,266.30 of which the grant will cover 89.73% and the City will provide the matching funds of 10.27% of \$22,313.25.

Erika Palmer, Community Development Director would serve as the City's grant manager. The grant IGA is attached as Exhibit A.

Summary:

The proposed resolution approves the grant IGA for the 2nd Street Bridge project design and cost refinement to allow the City to continue to “use other people’s money” to gather needed information for future consideration of the project.

Pros & Cons:

- Adopting the proposed resolution approves the grant IGA to obtain further design and cost information on the potential 2nd Street Bridge project.
- Not approving the proposed resolution prevents ODOT from funding 90% of the cost of the 30% design for the project.

Oversight:

- *Budget Impact:* ☒ Yes, current year (describe) ☐ Yes, future (describe) ☐ N/A

A local match contribution of \$22,313.25 is required to the \$194,953.05 project refinement grant IGA funds.

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

The 2nd Street Bridge has been discussed through the 2020-2040 Town Center Plan, Capital Improvement Plan, and Transportation System Plan public hearings and public outreach processes.

- *Approval by City Attorney:* ☐ Yes ☒ N/A

Reviewed and Approved by the City Manager: _____



Agenda Item 3.2
Exhibit A
Council Mgt 04-09-2024

Misc. Contracts and Agreements
No. 73000-00020979

A156-G092921

**ODOT Delivered Federal Project
On Behalf of City of Troutdale**

Project Name: Oregon Community Paths – 2nd Street Bridge
Key Number: 23513

THIS AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as “State” or “ODOT,” and the **City of Troutdale**, acting by and through its elected officials, hereinafter referred to as “Agency,” both herein referred to individually as “Party” and collectively as “Parties.”

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. The 2nd Street Bridge is under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Oregon Community Paths Program and may include a combination of federal and state funds. “Project” is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation (“Stewardship Agreement”) documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State’s oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.

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

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the 2nd Street Bridge Community Paths Project on behalf of Agency, hereinafter referred to as "Project." Project includes project development up to 30% design for a new multi-use bike and pedestrian bridge, The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$217,266.30, which is subject to change. Federal funds for this Project shall be limited to \$194,953.05. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction. Agency is not eligible to be reimbursed for work performed under this Agreement.
 - e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon

approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

- f. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
5. Termination.
 - a. This Agreement may be terminated by mutual written consent of both Parties.
 - b. State may terminate this Agreement upon 30 days' written notice to Agency.
 - c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
 - d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
6. Americans with Disabilities Act Compliance:
 - a. Agency shall utilize ODOT standards to assess and ensure that the Project and all component activities comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including

ensuring that all plans and proposed alternatives for future design or construction of pedestrian, and bicycle routes and facilities will result in ADA-compliant facilities and improvements.

- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the establishment of any work zone.
7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise,

to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution).
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Matthew Novak, Construction Project Manager 2, 123 NW Flanders St, Portland OR 97209, (971) 385-3145, matthew.c.novak@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Agency/State
Agreement No. 73000-00020979

19. Agency's Contract Administrator for this Agreement is Erika Palmer, Community Development Director, 2200 SW 18th Way, Troutdale, OR 97060, (503) 674-7228, erika.palmer@troutdaleoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 73000-00020979

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #23513) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

CITY OF TROUTDALE, by and through its
elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Agency Contact:

Erika Palmer, Community Development
Director
2200 SW 18th Way
Troutdale, OR 97060
(503) 674-7228
erika.palmer@troutdaleoregon.gov

State Contact

Matthew Novak, Construction Project
Manager 2
123 NW Flanders St,
Portland OR 97209
(971) 385-3145,
matthew.c.novak@odot.oregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Program Manager

Name _____
(printed)

Date _____

By _____
District Manager

Name _____
(printed)

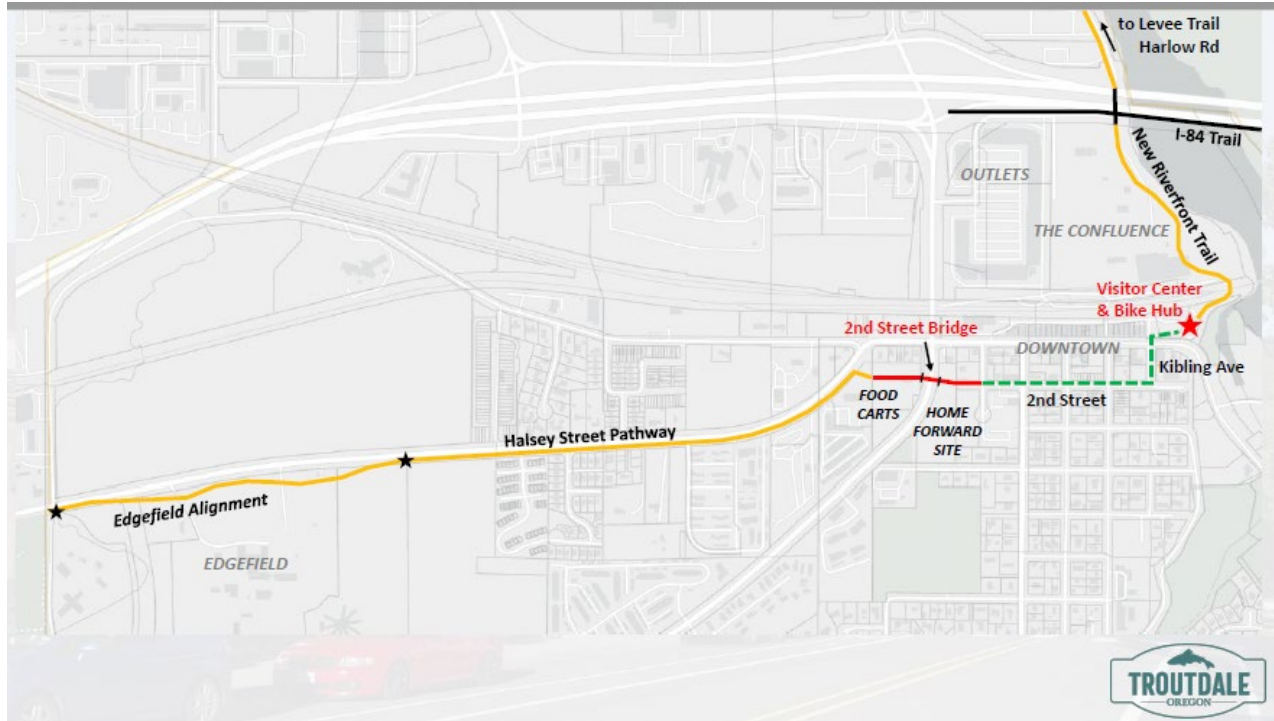
Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$250,000)

By N/A _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map



**ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00020979
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce up to 30% plans in accordance with current state and federal laws and regulations.
 - b. State will advertise, bid, and award the design contract. State shall make all contractor payments
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if the following event occurs:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.
17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as

adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State will purchase right of way in State's name. Upon completion of the Project, State and Agency agree that any right of way purchased outside of State Jurisdiction will be transferred to Agency. Agency agrees to take title of the property and shall maintain it pursuant to this Agreement.
31. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
32. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

33. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

34. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

35. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
36. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
37. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

38. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

39. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of

the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

ALTERNATIVE DISPUTE RESOLUTION

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

WORKERS' COMPENSATION COVERAGE

43. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

44. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.

RESOLUTION NO.

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON FOR THE OREGON COMMUNITY PATHS 2ND STREET BRIDGE PROJECT REFINEMENT GRANT PROVIDED THROUGH ITS DEPARTMENT OF TRANSPORTATION.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. That the 2020-2040 Town Center Plan adopted May 11, 2021 via Resolution No. 2531 included the aspirational concept of a safer crossing of over 257th Drive for bikes and pedestrians.
2. That the concept of a 2nd Street Bridge project has subsequently been included in the amended Capital Improvement Plan adopted March 8, 2022 via Resolution No. 2561 for future consideration.
3. That the concept of a 2nd Street Bridge project grant application to the Oregon Department of Transportation (ODOT) for project refinement and feasibility was adopted November 8, 2022 via Resolution No. 2583.
4. That to expand the concept of a 2nd Street Bridge project for possible federal funding programs, adding the project to the Metro Regional Transportation System Plan was supported by Resolution No. 2595 adopted May 23, 2023.
5. That ODOT has awarded the City a grant under the Oregon Community Paths Program project of \$217,266.30 and awarded grant funds in an amount not to exceed \$194,953.05 subject City Council approval, with the \$22,313.25 required local matching funds, for development up to 30% design and cost estimate of the 2nd Street Bridge project.
6. That the Oregon Revised Statutes (ORS) 190.110 provides the necessary authority for the City and ODOT to enter into an intergovernmental agreement (IGA) for the grant agreement.
7. That an IGA is necessary to implement the approved Oregon Community Paths Program grant, and the City and ODOT 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 Department of Transportation (ODOT) for the Oregon Community Paths Program Grant 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. Community Development Director Erika Palmer is hereby designated as the City Grant Project Manager for this Oregon Community Paths Program Grant.

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 ODOT for development up to 30% design and cost estimate of the 2nd Street Bridge project 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. This Resolution shall take effect immediately upon adoption.

YEAS:
NAYS:
ABSTAINED:

Randy Lauer, Mayor
Date:

Sarah Skroch, City Recorder
Adopted:

CITY OF TROUTDALE

Proclamation

Arbor Day

Whereas: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas: This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas: Arbor Day is now observed throughout the nation and the world; and

Whereas: Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

Whereas: Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Whereas: Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas: Trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Randy Lauer, Mayor of the City of Troutdale, do hereby proclaim April 26, 2024, as Arbor Day in the City of Troutdale, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 9th day of April 2024



Randy Lauer, Mayor

CITY OF TROUTDALE

Proclamation

VOLUNTEER APPRECIATION WEEK – APRIL 21-27, 2024

Whereas: National Volunteer Week debuted in the United States in 1974 and has grown exponentially each year, drawing endorsements from Presidents, Governors, Mayors and other elected officials; and

Whereas: Volunteer Week is an opportunity to recognize the impact of volunteer service and the power of volunteers to tackle society's greatest challenges, to build stronger communities, and be a force that transforms the world; and

Whereas: It has been a long-standing tradition in Troutdale for individuals, families, youth groups, civic groups and local businesses to volunteer to make a difference in our community by serving on City Committees, assisting with Community Events such as First Friday and Earth Day, Adopting-A-Park, and many other community beautification projects; and

Whereas: The City of Troutdale wishes to recognize these individuals, groups and organizations for their dedicated efforts towards developing a sense of community spirit and pride through their service;

Now, Therefore, Let us honor, celebrate and thank those volunteers in our community who share their time, energy, knowledge, and abilities by proclaiming the week of April 21-27 as Volunteer Appreciation Week in the City of Troutdale. In so doing, I, Randy Lauer, the Mayor of the City of Troutdale, call upon all citizens to help renew and sustain the Troutdale community spirit by committing themselves to address the needs of our community through voluntary action.

Dated this 9th day of April 2024



Randy Lauer, Mayor

CITY OF TROUTDALE

Proclamation

PARKINSON'S AWARENESS MONTH – APRIL 2024

Whereas: Parkinson's disease is a chronic, progressive neurological disease and is the second most common neurodegenerative disease in the United States; and

Whereas: The Michael J. Fox Foundation for Parkinson's Research is dedicated to finding a cure for Parkinson's disease through an aggressively funded research agenda and to ensuring the development of improved therapies for those living with Parkinson's today; and

Whereas: An estimated more than one million people in the United States are currently living with Parkinson's disease, with an additional 90,000 diagnosed annually; and

Whereas: It is estimated that Parkinson's disease has a national economic burden of approximately \$52 billion per year, with that cost estimated to rise to over \$80 billion by 2037; and

Whereas: There is no known cure for Parkinson's disease and available treatments are limited in their ability to address patients' medical needs and remain effective over time; and

Whereas: the City of Troutdale recognizes the efforts of The Michael J. Fox Foundation for Parkinson's Research as it leverages its core values of optimism, urgency, resourcefulness, collaboration, accountability and persistence in problem-solving to work on behalf of the more than six million people worldwide living with Parkinson's; and

Whereas: Increased research, education and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today.

Now, Therefore, We, the Troutdale City Council, do hereby proclaim April as Parkinson's Awareness Month in the City of Troutdale.

Dated this 9th day of April 2024



Randy Lauer, Mayor



STAFF REPORT

SUBJECT: A resolution designating additional on-leash dog parks

MEETING TYPE: City Council - Regular Meeting

MEETING DATE: April 9, 2024

PRESENTER: Travis Hultin

**DEPARTMENT /
AFFILIATION:** Public Works

**ACTION
REQUIRED:** Resolution

**PUBLIC
HEARING:** No

**COMMITTEE / COMMISSION
RECOMMENDATION:** Approval

Parks Advisory Committee

STAFF RECOMMENDATION: Approval

Exhibits:

- A. Map of PAC proposed, and existing, on-leash parks
- B. Pages 15 & 27, Appendices B5 & B6, of the final approved 2023 Parks Master Plan
- C. Parks Advisory Committee Minutes – December 20, 2024 (Item 6 – dogs)
- D. Written comments received from public

Subject Relates to:

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

Discussion Points:

- Should dogs be allowed on-leash in the 9 additional parks recommended by the PAC?
- What modifications, if any, would the Council make to the PAC's recommended list of additional on-leash parks?
- Enforcement of pet rules for parks is an existing and ongoing challenge, whether or not dogs are permitted 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 are, by far, the most common domestic animal that park users bring to a City park. All other domestic animals,

combined, constitute 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”.

Troutdale Municipal Code 13.20.160 states that dogs are generally prohibited from all City parks and Greenways, both on and off-leash. The recently revised code stipulates that the Council may by Resolution designate parks where dogs are generally permitted on or off-leash. The code also reserves authority to the Council to designate pet areas (within parks) where dogs are permitted either on or off-leash.

Despite prohibitions in the previous and new code, dog walking is ubiquitous in City parks. The public outreach process conducted by MIG as part of the recently approved Parks Master Plan process indicated that the community views dog-friendly park access as the most popular overall choice for improvements in the City’s Parks system. Exhibit B attached herewith, from the Parks Master Plan, reflects 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.

While an exhaustive review of every single municipality’s and parks district’s rules in the Metro area is beyond the scope of this report, practically every such park operator that the staff did research broadly allows dogs on-leash in their parks. Troutdale has historically been the exception to this norm. This includes all of the other east county cities (Gresham, Fairview, Wood Village), the Cities of Lake Oswego, Happy Valley, Hillsboro, Sandy, West Linn, and Portland, the community of Damascus, and the Tualatin Hills Park and Recreation District. The only exception found is Metro; Metro does not allow dogs in Metro-operated parks.

The Parks Advisory Committee spent considerable time reviewing and discussing proposed updates to the parks code as it relates to dogs 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, and by extension the modified version ultimately adopted by Council.

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. The proposed ordinance allowed 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 did not pass that proposed ordinance, expressing concerns that dogs should only be permitted in select parks to be chosen by the Council. The Council provided direction to staff that dogs should still be excluded broadly from all City parks, except that a revised 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.

At the November 14, 2023, and December 12, 2023, regular Council meetings, Staff presented to Council a revised ordinance in accordance with the Council's direction provided at the October 10th meeting. Council discussed the matter thoroughly and held public hearings on the matter, receiving testimony generally in support of allowing dogs into some or all City parks. The Council adopted the revised ordinance (Ordinance #888) on December 12th, and the ordinance became effective on January 11, 2024. Per Ordinance #888, on-leash (or off-leash) dog parks can be designated by Resolution of the Council.

Also on December 12th, the Council concurrently adopted Resolution #2611, designating Sunrise Park and Beaver Creek Canyon Greenway as on-leash parks, designating the existing off-leash dog park at Columbia Park, and additionally designating Columbia Park on-leash to the limited extent needed for access to the off-leash park. The on-leash and off-leash designations of Resolution #2611 became effective on January 20, 2024. Resolution #2611 additionally stated that it is important for the Parks Advisory Committee to suggest additional parks to allow leashed dogs for Council consideration.

The City held the grand opening of its first-ever off-leash dog park at Columbia Park on October 22nd, 2023, 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, and the designation of Sunrise Park and the Beaver Creek Canyon Greenway as on-leash parks, incrementally increased the availability of pet friendly parks for Troutdale residents. While other dog-friendly parks exist in east county as well, none of these options are within walking distance or a short drive for most residents and are not convenient nor readily accessible for the frequent, even daily, active recreation or exercise with their pets that many residents desire.

Following Resolution #2611, the Parks Advisory Committee discussed this topic at their December 20, 2023, regular meeting and concluded to recommend the following list of parks be designated as on-leash (see attached exhibit map):

- Woodale Park
- Weedin Park
- Kiku Park
- Lewellyn Park
- Sandee Palisades Park
- Helen Althaus Park
- Cannery Park
- Sweetbriar Park
- CP Park

At the January 23, 2024, regular City Council meeting, the Council discussed the PAC's recommendation. The Council was generally receptive to the PAC's recommendation and provided direction to staff for follow-up. Specifically, the Council directed staff to bring back a Resolution implementing the PAC's recommendation for further consideration and action in April, and to

publicize it. Staff did so, publishing an article on the front page of the March/April edition of the Champion. Additionally, the week before this Council meeting, staff also published on social media a specific notice about this Council meeting's discussion of on-leash dogs in parks. That article, and the social media post, invited the public to provide their feedback and opinions on the matter, either at the Council meeting or in advance of the council meeting.

Since the public notices, staff has received some feedback and comments from the public. Two written comments were received, attached herewith as Exhibit E. The Park Superintendent received three calls from the public on this topic:

- One caller opposed increasing on-leash access, among various complaints about the City.
- One caller was unhappy with dogs being allowed in Sunrise Park. (*Sunrise Park was designated on-leash as of January 20, 2024*)
- One caller was generally supportive of increasing on-leash access, and specifically mentioned Glenn Otto Park as a park where they would like to be able to walk their dog. (*Glenn Otto was not recommended for on-leash access by the PAC and is therefore not included in the draft resolution*).

Any additional comments received prior to the meeting will be provided to Council at the meeting.

Summary:

This Resolution presented for the Council's consideration would, if adopted, designate the list of parks recommended by the PAC as On-Leash Parks in accordance with TMC 13.20.160.

Staff recommends that the Council invite public comment on the proposed resolution at this meeting, as the public was invited to do so in the Champion article.

Pros & Cons:

Pros:

The PAC's proposed list of additional designated on-leash parks:

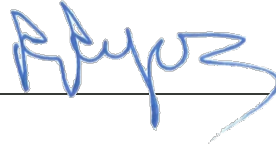
- Provides local and more easily accessible access to pet-friendly parks to many neighborhoods throughout Troutdale.
- Aligns with the community's desires expressed through the Park Master Plan, and the outreach that was conducted during the Parks Master Plan process.
- A ban on only unleashed dogs is easier to enforce than an outright ban on both leashed and un-leashed.

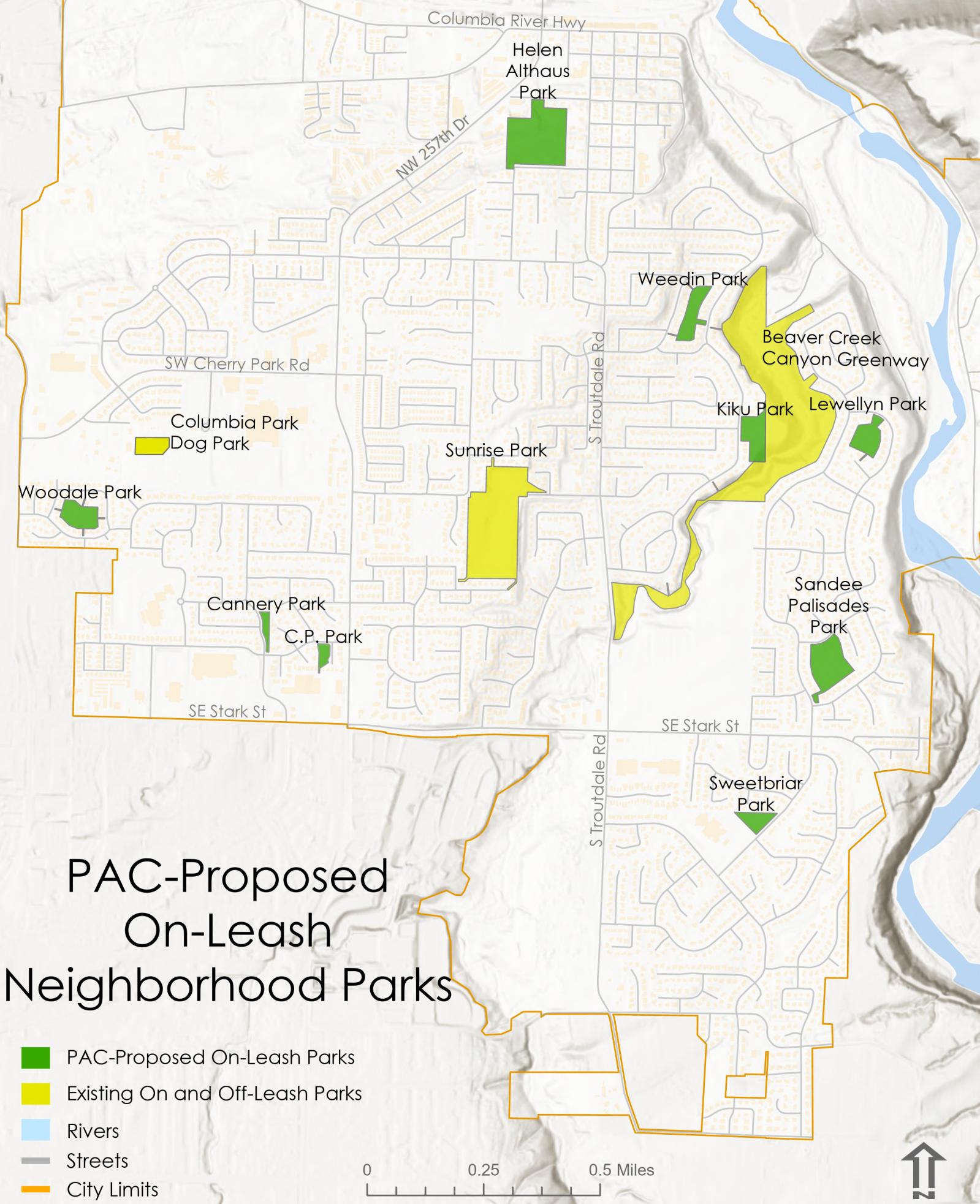
Cons:

- Where parks are designated 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).
- May cause discomfort to some users of the indicated parks.

Oversight:

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

Reviewed and Approved by the City Manager: _____



PAC-Proposed On-Leash Neighborhood Parks

- PAC-Proposed On-Leash Parks
- Existing On and Off-Leash Parks
- Rivers
- Streets
- City Limits

0 0.25 0.5 Miles





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.

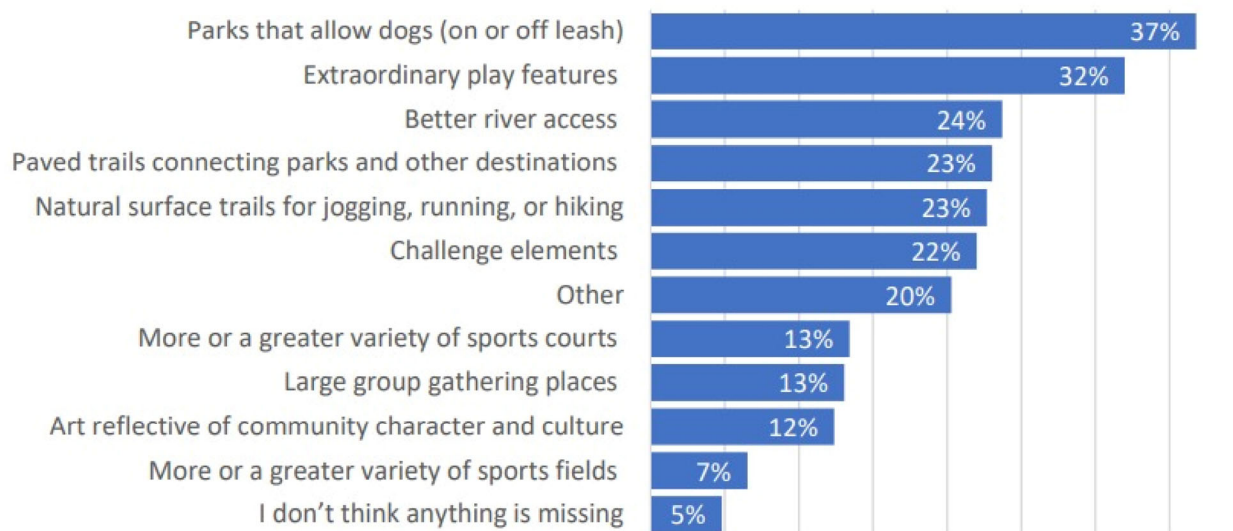
This section includes relevant needs from the Statewide Comprehensive Outdoor Recreation Plan (SCORP). Oregon Parks and Recreation Department relies on the SCORP as criteria for distributing important grant funding sources to local communities.

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?”

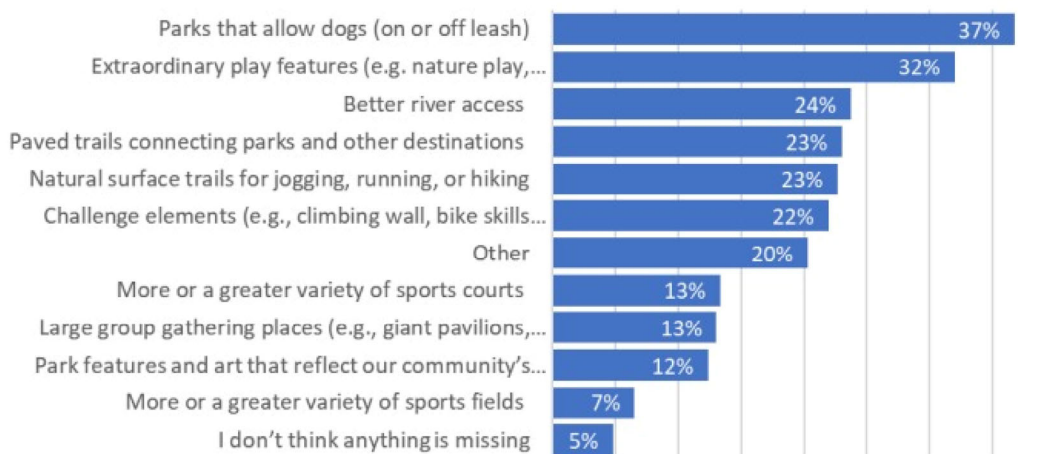
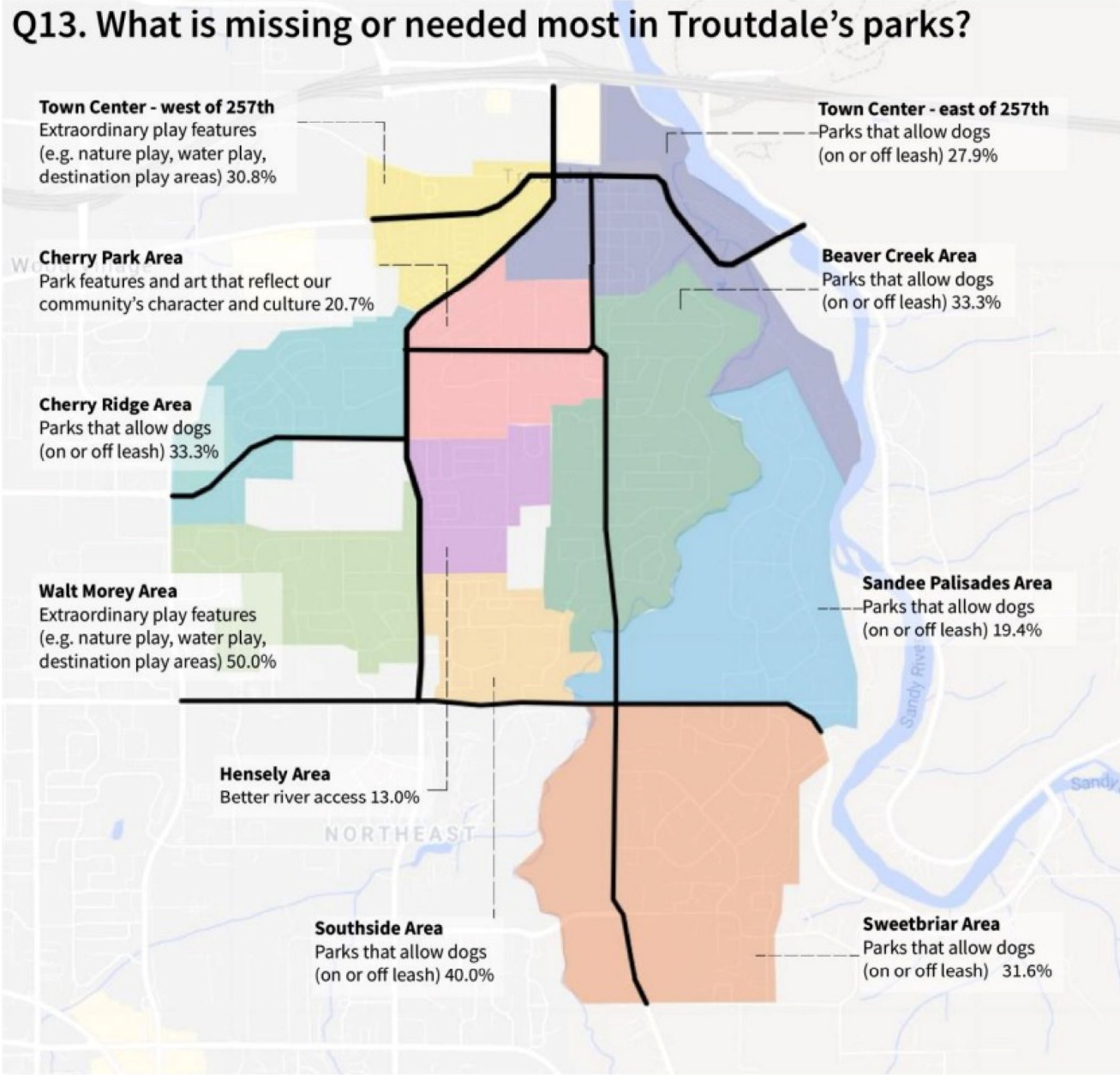


Figure 4: “What is Missing or Needed Most?” Top Responses by Neighborhood



**MINUTES
PARKS ADVISORY COMMITTEE
Kellogg Community Room
December 20, 2023**

Members Present: Carol Allen - Vice Chair
 Jeff Hutchinson - Chair
 Zach Andrews
 Shelly Reynolds
 Victoria Rizzo -- arrived late [37:59]
 Sherilee Winters
 Robbie Cantrell
 Jim Hill
 Michelle Craver (Alternate)

Members Absent: Brenda Austin

Staff: Jona Jacobsen, Parks and Facilities Superintendent; Scott Waddell, Public Works Engineer

1. Roll Call: Jeff called the meeting to order at 7:00 pm.

6. Review of City Council's process with the Dogs in Parks Ordinance; Discussion of PAC-recommended parks for allowing dogs on-leash in 2024

This agenda item was addressed following Item 3 Communication from Staff

Jona reported that over the last few months, the Dogs Ordinance has been modified at the request of City Council so that the Director of Public Works no longer had the authority to designate on-leash dog recreation areas in city parks. The authority was held by City Council. In the most recent round of discussion, Council approved Resolution No. 2611, which officially designated both the new dog park at Columbia Park as the City's only off-leash recreation area and included Sunrise Park and Beaver Creek greenway as on-leash dog recreation areas. Public Works had done extensive review of the DEQ stormwater permits to confirm the City could still qualify for the necessary permits and allow the dog recreation.

- He clarified Columbia Park was also designated an on-leash area in order for people to walk their dogs on-leash to the off-leash area and back. Every other park would be subject to review on a case-by-base basis by City Council. College Nature Park was not part of the allowed on-leash dog area in the Beaver Creek greenway, which he believed was leased from Mount Hood Community College; the City did not actually own the property.

Jeff [15:52] said College Nature Park and the greenway connected, and people walked their dogs all along Troutdale Road in the area. Jona replied he would be open to the recommendation of adding College Nature Park to the list of on-leash dog areas, noting he had added the item to the agenda in case the PAC wanted to recommend additional parks to City Council as on-leash areas. The Committee could talk about and review individual parks and add them to a list of suggestions for Council.

Shelly said all the neighborhood parks needed to be on-leash. People would use them. If the Council were to designate them as no dogs, what would the Council do about enforcement.

Jeff [17:11] stated he went to all the parks on Monday, and most have a generic sign "No pets allowed." The same parks had pet way stations, and people were walking their dogs. If responsible pet owners were using the pet way stations, he did not see the issue unless City Hall were receiving a lot of complaints about people walking their dogs in the parks. He was not saying every park should allow dogs as some playground areas have low fences which should be off-limits.

Carol [17:59] spoke about bringing her grandchildren to parks that have signs and the bags. The dogs were not on-leash; they were playing balls with their owners. She was angered about that because she had a one-year-old running in the park. When she walked her own dog, she was on a leash. Her concern and frustration was the PAC spent months talking about the Master Plan about all the parks and dog parks and the off-leash park, sent their recommendations to City Council, and then all of a sudden, there were new ordinances and changes. It was frustrating to her because she wanted to know why she was on the PAC and why did the City ask her opinion. Why does the PAC come up with the agreements they talk about, and then City Council just changes it. She was curious as to how it worked because the PAC was not the only committee causing her frustration. She served on four committees. When the City Council would talk about parks in the future, she would like a heads-up. If the matter comes up again, she would like to address the City Council and ask why they would change what the PAC spent months coming to an agreement on. She wanted to know the Council's perspective.

Jona said he understood Carol's frustration.

Shelly said she had some time off when the days were sunny but very cold. She paid attention to the residential Llewellyn Park as she worked in her yard. There were 12 visitors, two of which were kids on bikes. One was a couple playing tennis. The rest were people walking their dogs. One family walked their dog off-leash. She knew the dog well, so she was not surprised. He would not give anyone the time of day. The rest of the dogs were on-leash. She would say the park was primarily a park where people walk their dogs. When people are not playing tennis, they will shut the gates and play ball with their dogs in the tennis courts. She could not see designating a residential park like Llewellyn as a no-dogs-allowed park.

Jona believed what Shelly described was reflected in the surveys conducted during the Parks Master Plan process. Most people who live in Troutdale would not drive their dog to Thousand Acres when they have a spare hour.

Sherilee [23:17] said most Troutdale citizens, about 90 percent she had talked with, were responsible owners, picked up after their dogs, kept their dogs on-leash, or asked people if they mind if they want to run their dogs. There was always the percentage that was not responsible, irritating everyone else.

Shelly said she would love to see dogs allowed on-leash, the ordinance posted, and a fine posted. Jona replied the question of enforcement came up frequently and was something everyone was concerned about, the Council included, noting while law enforcement was not something in Parks workers' job description or their union contracts or not something Multnomah County Sheriffs have the capacity to do at all times, it was important piece of the puzzle. To that end, he

was searching for solutions. There were options for part of the year, at least for the summers, for contracting private security companies that have employees that are CJIS-certified and are able to issue citations. The cost comparison could be discussed between police doing enforcement or hiring in-house park rangers.

Jeff [25:52] stated the PAC should also discuss which parks should be off-limits to dogs. He believed Glenn Otto was one.

Sherilee noted the problem with Glenn Otto was Sugarpine was right there, asking where the fine line would be.

Jeff [26:30] said there would have to be a boundary between Sugarpine and the park.

Jona stated Sugarpine sat within the boundary of the park. If there were a Parks policy saying dogs were not allowed, then the dogs would not be allowed at Sugarpine. If a change would go on the books saying dogs were prohibited from Glenn Otto, that would need to be communicated to Sugarpine management because in the past Sugarpine has posted on social media that dogs were welcome at their establishment.

Shelly suggested a sign like "no dogs beyond this point." Jona noted that was the situation with the beach, yet dogs were frequently on the beach. He believed such a thing only adds to people's confusion. It made sense to him that if dogs were not allowed on the beach, they should not be allowed in the park or vice versa.

Carol believed dogs should not be allowed at Glenn Otto, and the sign should plainly state so as it was easier to enforce and would prevent misunderstandings.

Jeff [29:00] agreed with Shelly that the neighborhood parks should allow dogs. He believed there should be at least one community park where people can go where there were no dogs. Glenn Otto fit the bill because the City did not want dogs on that part of the Sandy River.

[30:01]

Jeff [30:47] asked if Jona were sure that Sugarpine was within Glenn Otto's boundaries. He had asked Tim Seery who said it used to be part of the park but it had a little offset now. Jona replied that Sugarpine's seating area was within the park and they use Park parking as they have no designated parking spaces. Jeff said the signage would have to be clear. Jona stated he did not know what percentage of Sugarpine's business was people going off of I-84 with their dog in tow, stopping to get a milkshake. It was not his intention to hobble their business, and he would not want to risk people leaving their dogs in a hot car in the summer either. He wondered if there should be a small, enclosed grassy area where people can let their dogs out of their car, at least momentarily.

Sherilee [32:54] said she had talked before about a restroom issue where one must enter even farther into the park to where the restrooms are. It seemed like Sugarpine should provide restrooms for their customers. It would present an issue if one were at Sugarpine and did not want to leave one's dog in the car but one had to use the restroom in an area where dogs were prohibited.

Shelly suggested if the PAC would recommend the no-dogs rule encompass the entire Glenn Otto Park, the City would have to make sure the word gets out on all the City's social media pages, published in The Champion, and put it on the billboard as one pulls into Troutdale so that people would have an opportunity to be informed not to bring their dog.

Robbie Cantrell moved to call to a vote whether to designate Glenn Otto Park as dog-free. Carol Allen [36:39, 37:19] seconded the motion.

A roll call vote was taken. Ayes: Carol Allen, Sherilee Winters, Jeff Hutchinson, Zach Andrews, Robbie Cantrell, Shelly Reynolds, Victoria Rizzo, and Jim Hill. Nays: None. Abstaining: None. The motion passed 8 to 0.

Shelly Reynolds moved that residential neighborhood parks be made available to dogs on-leash. Zach Andrews seconded the motion, which passed unanimously.

A roll call vote was taken. Ayes: Carol Allen, Sherilee Winters, Jeff Hutchinson, Zach Andrews, Robbie Cantrell, Shelly Reynolds, Victoria Rizzo, and Jim Hill. Nays: None. Abstaining: None. The motion passed 8 to 0.

Jona confirmed he would likely be the one to present the PAC's recommendations to City Council. He welcomed all the PAC members to attend and would remind them of the date of the meeting via email. Travis Hultin likely would be there as well, given how involved he had been in the whole process.

Jeff moved to close debate on the Dog Parks Ordinance talk. [40:16] Shelly Reynolds seconded the motion, which passed unanimously.

From: [Senor Costa](#)
To: [info](#)
Subject: Permitting Leashed Dogs in Neighborhood Parks
Date: Friday, March 1, 2024 12:35:50 PM

Hi

In response to your March/April 2024 article in the Troutdale Champion:

1. I live next to Lewellyn Park and I can tell you that people take their UNLEASHED dogs there all the time. They run in the park, and in the tennis courts all the time.
2. There is a sign that says NO DOGS ALLOWED on the tennis courts, yet it seems that the city also installed a dog poo bag and trash station there across from it. Definitely mixed signals.
3. People here have no respect for others who want to use the park without fear of being attacked by their dog.
4. People here are very entitled. Unless a substantial fine (\$500/\$1,000) for allowing loose dogs is imposed, along with some monitoring by the city, you're actually going to make the situation worse.

From: [D Sauer](#)
To: [info](#)
Subject: Input Re: City Council Mtg 4/9 Dogs in Parks
Date: Saturday, March 2, 2024 5:16:29 PM

I live near Kiku park. I did not realize dogs were not allowed in the park. There is only one sign on the Tennis Court stating "no dogs." I always thought it meant only in the court. I have seen people with dogs in the court and dogs in the park. I walk my dog daily up to the park and around the neighborhood.

I think dogs should be allowed in the park ON A LEASH. This should be stated in Park Rules in one or two **Obvious Places** at the park entrances.

In the past six months, I have observed more and more people letting their pets "off the leash or with no leashes." I have had my dog attacked by other dogs or they have aggressively ran up to us. Some people are very rude if you ask them to put their dog on a leash. In most cases these same people say: "their dog is friendly or has never done that before." THAT'S WHY THEY NEED TO BE ON A LEASH!!

I am not sure if I can make the meeting, I would appreciate it if you could bring up my concern. I think everyone and their pets should be able to access the park but we need it to be safe for everyone and their dogs and children too!

Thank you,

--

Debbie Sauer
dsauer503@gmail.com

From: [Jamie LaCour](#)
To: [info](#)
Subject: Proposed changes regarding leashed dogs in local parks
Date: Wednesday, April 3, 2024 1:26:36 PM

I would be thrilled if all parks allowed leashed dogs! I would also be thrilled if additional leash free spaces were added to a few parks in the area. Thank you for considering local citizen input!

Jamie LaCour

Sent from my iPhone

RESOLUTION NO.

A RESOLUTION DESIGNATING ADDITIONAL ON-LEASH PARKS

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Chapter 13.20 of the Troutdale Municipal Code generally prohibits dogs and other domestic animals, on- or off-leash, from entering all Parks & Greenways in the City of Troutdale but provides that the Council may by Resolution select and designate certain City parks, and/or pet areas in parks, where dogs or other domestic animals are permitted on and/or off leash.
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. By Resolution #2611, the Council designated Sunrise Park and Beaver Creek Canyon Greenway as on-leash parks, designated the existing off-leash dog park at Columbia Park, and additionally designated Columbia Park on-leash to the limited extent needed for access to the off-leash park.
4. The Parks Advisory Committee has recommended that nine (9) additional select parks be designated as on-leash.

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

Section 1. The following parks are designated as On-Leash Parks pursuant to the ordinance rules for such parks:

- Woodale Park
- Weedin Park
- Kiku Park
- Lewellyn Park
- Sandee Palisades Park
- Helen Althaus Park
- Cannery Park
- Sweetbriar Park
- CP Park

Section 2. This resolution designating On-Leash Parks shall take effect immediately upon adoption.

YEAS:
NAYS:
ABSTAINED:

Randy Lauer, Mayor
Date:

Sarah Skroch, City Recorder
Adopted:



STAFF REPORT

SUBJECT: A Resolution Limiting City Liability From Claims of Personal Injury or Property Damage Arising from Public Use of City Property for Recreational and Other Purposes.

MEETING TYPE: City Council - Regular Meeting **MEETING DATE:** April 9, 2024

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

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

COMMITTEE / COMMISSION RECOMMENDATION: N/A

STAFF RECOMMENDATION: Approval Adopt the proposed resolution

Exhibits: none.

Subject Relates to:
☐ Council Goals ☐ Legislative ☐ Land Use / Development ☒ Other
City risk management and continued community livability.

Discussion Points:

- State statutes provide “recreational immunity” to the City under specific circumstances.
- Recreational immunity provides protections to landowners, both public and private, for the public recreational uses.
- Both court rulings and Legislative changes have recently occurred requiring action by the City to preserve liability protections.

Background:

In 1995, the Oregon Legislature enacted the Oregon Public Use of Lands Act which declared the State of Oregon’s public policy of encouraging land owners to make their land available to the public for recreational purposes, which included, but was not limited to, outdoor activities such as hunting, fishing, swimming, boating, camping, picnicking, hiking, nature study, outdoor educational activities, water skiing, winter

sports, viewing or enjoying historical, archaeological, scenic or scientific sites or volunteering for any public purpose project. The legislation also provided a limitation of liability to the landowner for any personal injury, death, or property damage arising out of the use for recreational purposes.

For years it was simply understood that you may use the land for your recreation, but the landowner is protected from you suing them for your injury or loss when using their land for free.

Since 1995 there have been various court rulings which have chipped away at the landowner immunity. Rulings have found different protection for trails or rights of way which were improved versus unimproved, and provided coverage for hiking but not walking!

The most recent egregious ruling denied immunity protection to a city, finding that the plaintiff's subjective state of mind while walking her dog on a city improved trail to access the beach to "socialize" with a friend, did not qualify as a "recreational purpose" under the statute's provisions. The plaintiff alleged that her "primary purpose" was not recreation but to "access" the beach. This recent case resulted in dozens of trails around the State being closed due to unsettled liability exposure.

In the just concluded legislative session through SB 1576 a fix has been enacted, but which expires January 1, 2026. Work has already begun to craft a durable solution to protect access to free recreation for consideration in the 2025 legislative session.

SB 1576 expanded the definition of activities that are considered recreation adding walking, running and bicycling to the list. Improved trails were explicitly added be covered by recreational immunity provided via ORS 105.688. Additionally improved paths, trails, roads and other rights of way that are used to "access" land for recreational purposes are now covered by recreational immunity.

The proposed resolution will allow the City to apply the immunity protection provisions from SB 1576 until 2026. An Ordinance will be forthcoming in June to add some definitions to the Troutdale Municipal Code Chapter 13.20 Park and Recreation Areas, to update and strengthen the recreational immunity protections.

Summary:

The proposed resolution allows the City to apply the improved liability protections provided in the SB 1576 legislation which restores recreational immunity for local governments responsible for access to hiking trails and other recreational sites across Oregon.

Pros & Cons:

- Adopting the proposed resolution provides improved protections for the City when the public make use of City property and rights of way for recreation and other covered purposes.
- Not approving the proposed resolution exposed the City to unnecessary liability risk from activities of the public on City property and rights of way.

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: _____



RESOLUTION NO.

A RESOLUTION LIMITING CITY LIABILITY FROM CLAIMS OF PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM PUBLIC USE OF CITY PROPERTY FOR RECREATIONAL AND OTHER PURPOSES.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. That the Oregon Public Use of Lands Act passed in 1995 with a goal of encouraging public and private owners of land to make their land available to the public for recreational purposes free of charge.
2. That the Oregon Revised Statutes (ORS) 105.668 has provided that landowners, both public and private, who made their land available without charge for recreational use by the public were not liable if a person was injured while using the land for recreational and other purposes.
3. That at the recommendation of the City's insurer, City-County Insurance Services (CIS), the City has sought to avail itself of the liability protections afforded by ORS 105.672 to 105.696 which is collectively referred to as the "recreational immunity law", through the adoption of Resolution No. 1960 on September 9, 2008.
4. That the "recreational immunity law", ORS 105.672 to 105.696 has been modified by the Legislature numerous times including an important change through the 2024 session Senate Bill 1576 which became effective March 27, 2024.
5. That SB 1576 (2024) provides for cities to opt into the reestablished liability protections of recreational immunity which were seriously undermined by a recent Oregon Court of Appeals ruling.
6. That the City desires to continue to permit the public recreational use of City property while maintaining the liability protections afforded by the recreational immunity law.
7. That a resolution is necessary to implement the immunity protections provided through SB 1576 (2024), 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. The City hereby opts into the immunity from liability for personal injury or property damage resulting from the use of trails or structures in a public easement or in an unimproved right of way provided by ORS 105.668.

Section 2. The City hereby adopts to maximum extent allowed by ORS 105.672 to 105.696 and Sections 5 and 6 of the 2024 Act Senate Bill 1576, immunity from liability for personal injury or property damage resulting from the use by the public of any City property or easement, either improved or unimproved.

Section 3. The City Manager Ray Young, and Risk Manager and Finance Director Erich Mueller, (each a "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, are hereby authorized, empowered and directed to take any and all other required and necessary actions to implement the intent of this resolution.

Section 4. 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 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 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the intent of this resolution and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. This Resolution shall take effect immediately upon adoption.

YEAS:
NAYS:
ABSTAINED:

Randy Lauer, Mayor
Date:

Sarah Skroch, City Recorder
Adopted: