

RESOLUTION NO. 1803

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT ACCEPTING A GRANT TO PREPARE THE COLUMBIA-CASCADE RIVER DISTRICT ECONOMIC DEVELOPMENT MASTER PLAN IN PARTNERSHIP WITH OTHER EAST COUNTY CITIES AND THE PORT OF PORTLAND


THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. In 2002 the East Metro Economic Alliance (EMEA) conducted a study of the economic development and urban design opportunities for the East Columbia Corridor. The product document of the study was the "Columbia-Cascade River District (CCRD) Vision".
2. On November 18, 2003 the Troutdale City Council accepted the Columbia-Cascade River District Vision as the preferred guide for future development of this area.
3. The EMEA Vision Steering Committee has been working to promote this area for development. The Steering Committee prepared an application for grant funds through the Oregon Department of Land Conservation and Development's (DLCD) Technical Assistance Program to pay for consultant services to prepare an economic development action plan for the River District
4. Although Troutdale is named as the grant applicant because most of the territory within the CCRD lies within Troutdale's city limits and its urban planning area boundary, the grant application was submitted as a collaborative venture by the four East County cities and the Port of Portland.
5. The DLCD has approved a grant in the amount of \$70,000 for preparation of an economic development master plan for the River District.
6. The mayors of the respective cities and the Executive Director from the Port of Portland have submitted letters supporting Troutdale's acceptance of this grant.
7. Acceptance of this grant will make it possible to develop a master plan for future economic development that is consistent with, and helps achieve, the Columbia-Cascade River District Vision.

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


- Section 1. The mayor is authorized to sign the attached grant agreement.
- Section 2. The mayor is authorized to sign any addendums to this grant agreement that may arise during the course of the project or any other documents that are necessary to implement the grant award.
- Section 3. This resolution shall take effect immediately upon adoption.

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



Paul Thalhofer, Mayor
April 12, 2006

Date



Debbie Stickney, City Recorder
Adopted: April 11, 2006

Oregon Department of Land Conservation and Development FY 05-07 Grant Agreement		Date March 21, 2006
		Type of Grant Technical Assistance – Urban – Economic Development
Grantee Name City of Troutdale		Grant No. TA-U-ED-07-040
Street Address 104 S.E. Kibling Avenue Troutdale, Oregon 97060-2099		DLCD Share of Cost \$70,000
Closing Date June 29, 2007		Grantee Share of Cost (if applicable) Not Required
Authority State General Fund X	Federal Fund	Total Cost \$70,000
Project Title Columbia-Cascade River District Economic Development Master Plan		
Grantee Representative Rich Faith, Comm. Dev. Director Phone: 503-665-5175 Fax: 503-667-6403 rfaith@ci.troutdale.or.us		DLCD Representative Stacy Hopkins, DLCD Grant Manager Phone: 971-673-0963 Fax: 971-673-0911 stacy.hopkins@state.or.us

This grant agreement is between the **Department of Land Conservation and Development**, herein referred to as **DLCD** and the **City of Troutdale**, herein referred to as the **Grantee**.

This grant, approved by the Director of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of funds in return for the work described herein. By signing the two documents, Grantee agrees to comply with the grant provisions checked below and attached. Upon acceptance by Grantee, the two signed documents shall be returned to DLCD. Grantee shall sign both copies of this agreement and return both signed copies to DLCD within 30 days of the date at the top of this page. If not signed and returned without modification by Grantee within 30 days of receipt, the DLCD Grant Manager may unilaterally terminate this grant. Upon receipt of the signed agreement the DLCD Grant Program Manager shall sign and return one copy to Grantee.

The effective date of this agreement is the latest date on which all parties have signed this agreement. Funds provided in this grant can only be used for expenditures incurred after that date and before the date specified above as the closing date.

This grant may be amended according to the policies and procedures of DLCD, and with the agreement of all parties to the agreement, but the closing date cannot go beyond the end of the State of Oregon fiscal biennium: June 30, 2007.

Components of the agreement and required signatures are on the following page.

- Department of Land Conservation and Development Special Award Conditions
- Department of Land Conservation and Development Standard Award Conditions
- Attachment A: Grant Application
- Attachment B: Contact Names and Addresses
- Attachment C: Request for Reimbursement Form and Instructions
- Attachment D: Guidelines for Completion of Economic Opportunities Analysis
- Attachment E: Content Standard and Requirements for GIS Grant Products

Print Name of Authorized Official For the Grantee <i>Paul Thalhofer</i>	Title <i>MAYOR</i>	Date <i>4-13-06</i>
Signature of Authorized Official For the Grantee <i>Paul Thalhofer</i>		
Print Name of DLCD Grant Program Manager <i>Rob Haliburton</i>	Title <i>CSD Mgr</i>	Date <i>4/19/06</i>
Signature of DLCD Grant Program Manager <i>Rob Haliburton</i>		

**DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
SPECIAL AWARD CONDITIONS**

1. This award, number **TA-U-ED-07-040**, to the **City of Troutdale**, supports the work in the city's grant application, which is incorporated into this award by Attachment A. Where the terms of the award and proposal differ, the terms of this award shall prevail.
2. The cover or the title page of all reports, studies, and other documents supported in whole or in part by this award shall acknowledge the financial assistance provided by the Department of Land Conservation and Development.
3. Grantee shall coordinate closely with the DLCD grant manager regarding the selection and approval of the consultant designated by the grantee to perform all, or a portion, of the work under grant.
4. Grantee agrees to coordinate with and provide notice to Gresham, Wood Village, Fairview, Port of Portland, DLCD, Metro, and Multnomah County of public meetings, workshops, and/or hearings to develop, review or approve products prepared under this grant. Grantee also agrees, in consultation with the DLCD grant manager, to provide draft copies of grant products to DLCD and affected agencies and organizations for review and comment.
5. Grantee shall prepare a written report with each interim payment request that describes the progress to date on each grant product undertaken during the billing period. Other written and/or verbal progress reports will be provided when requested by the DLCD grant manager.
6. Grantee agrees that if a product is a one-of-a-kind document, it will identify the location of the original.
7. In performing work under this grant, Grantee shall ensure consistent, coordinated use of employment, and land needs projections associated with any post-acknowledgment plan and land use regulation amendments proposed by the grantee.
8. The economic opportunities analysis submitted to satisfy Grant Item 2 must be prepared in accordance with the procedures provided in Attachment D and Oregon Administrative Rule 660-009 – Industrial and Commercial Development (1-13-2006).
9. Grantee agrees to submit GIS materials according to the GIS specifications in Attachment E and to submit hard copy maps in addition to CD- and/or DVD-ROM.
10. GIS products will comply with State of Oregon standards as defined in Attachment E. GIS products shall also be submitted in hard copy.
11. Grantee agrees to comply with GIS standards and contents requirements per Attachment E.

12. DLCD may display appropriate products on its "home page" and/or incorporate GIS data generated as part of this grant and any additional data provided that is not specifically restricted into state agency databases, acknowledging that the grantee and agents of the grantee are not responsible for the accuracy of said data. DLCD may also share the data specifically generated with grant funds with other agencies and organizations, as this is data that DLCD owns.
13. Grantee agrees to provide copies of all final products produced under this grant to DLCD in the manner described in the following table and in Attachment A. DLCD may display appropriate products on its "home page."
14. Grantee agrees to perform the following activities in support of the City of Troutdale's application, described in further detail in Attachment A.

Item #	Product, Activity, Report, or Payment	Due Date/ Target Date	Reimbursement Amount
1	Perform a GIS-based inventory, <ul style="list-style-type: none"> • That follows the process described in Attachment E: Content Standard and Requirements for GIS Grant Products. • GIS-based inventory by jurisdiction that is accessible to all participating jurisdictions, of the lands north of I-84, and as described in Attachment A. Product: Buildable Land Inventory	5/31/2006	
2	Perform an Economic Opportunities Analysis (EOA) that follows the process in Attachment D: Guidelines for Completion of an Economic Opportunities Analysis and OAR 660-009, and as described in Attachment A. Product: Economic Opportunities Analysis	9/30/2006	
3	Primary participants shall review and demonstrate support of the work to date. Product: Support may be shown by a resolution from each agency or other format that demonstrates the elected body's support.	9/30/2006	

Item #	Product, Activity, Report, or Payment	Due Date/ Target Date	Reimbursement Amount
P1	<p>Interim Payment 1: Reimbursement of up to \$18,250 upon submittal of products listed in Grant Items 1-3; and a signed Attachment C: DLCD Interim Reimbursement Form request acceptable to DLCD.</p> <p>Submit one Copy of each of the deliverables <u>in a hard copy and digital CD</u> to the grant amendment specialist and grant manager to addresses listed in Attachment B – DLCD Contact Information.</p> <p>Send Attachment C – Interim Reimbursement Form, and accompanying products to the grant amendment specialist. Payment will not be made until all copies are received in the Salem Office.</p>	6/30/2006	\$18,250
4	<p>Assess the infrastructure needs for the industrial area and prepare plan addressing infrastructure needs, resources, financing options and a program for additional work.</p> <p>Product: Infrastructure inventory report and public facilities plans</p>	12/29/2006	
5	<p>Work with five participating agencies to craft coordinated development policies and action plans.</p> <p>Product: An agreed upon set of development policies and action plans</p>	12/29/2006	
6	<p>Primary participants shall review and demonstrate support of the work to date.</p> <p>Product: Support may be shown by a resolution from each agency or other format that demonstrates the elected body's support.</p>	12/29/2006	
P2	<p>Interim Payment 2: Reimbursement of up to \$ 18,750 upon submittal of products listed in Grant Items 4-6; and a signed Attachment C: DLCD Interim Reimbursement Form request acceptable to DLCD.</p> <p>Submit one Copy of each of the deliverables <u>in a hard copy and digital CD</u> to the grant amendment specialist and grant manager to addresses listed in Attachment B – DLCD Contact Information.</p> <p>Send Attachment C – Interim Reimbursement Form, and accompanying products to the grant amendment specialist. Payment will not be made until all copies are received in the Salem Office.</p>	12/29/2006	\$18,750

Item #	Product, Activity, Report, or Payment	Due Date/ Target Date	Reimbursement Amount
7	Determine the capacity for industrial development based upon the existing and anticipated services and identify financing options for provision of infrastructure needs. Product: Capacity analysis, Financing options memorandum	1/31/2007	
8	Create draft regulations for each jurisdiction to implement the development policies. Product: Draft development code changes and/or comprehensive plan amendments	1/31/2007	
9	Primary participants shall review and demonstrate support of the work to date. Product: Support may be shown by a resolution from each agency or other format that demonstrates the elected body's support.	1/31/2007	
P3	Interim Payment 3: Reimbursement of up to \$ 27,750 upon submittal of products listed in Grant Items 7-9; and a signed Attachment C: DLCD Interim Reimbursement Form request acceptable to DLCD. Submit one Copy of each of the deliverables <u>in a hard copy and digital CD</u> to the grant amendment specialist and grant manager to addresses listed in Attachment B – DLCD Contact Information. Send Attachment C – Interim Reimbursement Form , and accompanying products to the grant amendment specialist. Payment will not be made until all copies are received in the Salem Office.	1/31/2007	\$27,750
10	Create a Memorandum of Understanding for the five participating agencies to demonstrate their on-going commitment to the development policies and action plan for the study area. Product: Memorandum of Understanding for the five participating agencies.	6/29/2007	

Item #	Product, Activity, Report, or Payment	Due Date/ Target Date	Reimbursement Amount
P4	<p>Final Payment 4: Reimbursement for work completed through June 29, 2007, of up to \$ 5,250 or the amount of the unexpended grant funds upon submittal of: Product listed in Grant Item 10; and a signed Attachment C - DLCD Final Reimbursement Form request acceptable to DLCD.</p> <p>Submit, no later than July 31, 2007 (30 days after the closeout): one Copy of each of the deliverables <u>in a hard copy and digital CD</u> to the grant amendment specialist and grant manager to addresses listed in Attachment B – DLCD Contact Information.</p> <p>Send Attachment C – Final Reimbursement Form, and the accompanying products to the grant administrative specialist. Payment will not be made until all copies are received in the Salem office.</p>	6/29/2007	\$5,250
TOTALS			\$70,000

**DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
STANDARD AWARD CONDITIONS**

No changes are made to this section

1. **DLCD Funds:** DLCD certifies that at the time this grant is written sufficient funds are available and authorized.
2. **Reporting:** At any time during the grant period, when requested by the DLCD grant manager, Grantee shall provide a written report on the status and progress of work performed under this grant.
3. **Payments:** DLCD payments to Grantee shall be made in accordance with the grant payment schedule described in the "Product, Activity, or Payment" table of this agreement. Payment is contingent upon DLCD's acceptance of the products produced under the grant. Grantee agrees that reimbursement of all payments is contingent upon compliance with all the terms and conditions of this grant agreement.
4. **Penalty:** Payments to Grantee may be withheld or reduced if DLCD determines that work performed under the grant is unsatisfactory, based on the best professional judgment of the DLCD Grant Manager, or if one or more terms or conditions of this agreement have not been met to the extent provided by law.
5. **Termination:**
 - a. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
 - i. For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
 - ii. Immediately upon written notice if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's purchase of the Work or Work Products under this Grant Agreement is prohibited or DLCD is prohibited from paying for such Work or Work Products from the planned funding source.
 - b. DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:
 - i. Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

- ii. Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Grant Award, fails to perform the Work under this Grant Award within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Grantee's performance under this Grant Award in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
 - c. Grantee's Right to Terminate for Cause. Grantee may terminate this Grant Award with written notice to DLCD upon the occurrence of the following events:
 - i. DLCD is in default because DLCD fails to pay Grantee any amount pursuant to the terms of this Grant Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
 - ii. DLCD is in default because DLCD commits any material breach or default of any covenant, warranty, or obligation under this Grant Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.
 - d. Return of Property. Upon termination of this Grant Award for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any Work or Work Products for which DLCD has made payment in whole or in part) that is in the possession or under the control of Grantee in whatever stage of development and form of recordation such Grantee property is expressed or embodied at that time. Upon receiving a notice of termination of this Grant Agreement, Grantee shall immediately cease all activities under this Grant Award, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.
 - e. Termination under Section 5 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
6. **Failure to Comply:** If Grantee fails to comply with any of the requirements or conditions of this agreement, DLCD may, without incurring liability, refuse to perform further pursuant to this agreement. DLCD shall make no further reimbursement to Grantee and Grantee shall upon demand by DLCD promptly repay DLCD.
7. **Accounting and Fiscal Records:** Using standard accepted accounting and fiscal records, the Grantee shall maintain records of the receipt and expenditure of all funds subject to this grant agreement for a period of three years after the closing date. Grant accounting records will be separately maintained from other accounting records.
8. **Closeout report:** The Grantee shall submit a closeout report to DLCD within 30 days after termination of the grant period.

9. **Subsequent funding:** Eligibility for subsequent funding is contingent upon receipt of such reporting by DLCD.
10. **Closeout Payment:** Reimbursement up to the total amount of remaining grant funds will be made upon submittal of all required grant products, up to and including those required for the final reimbursement, and a signed DLCD closeout form. Products and closeout form must be acceptable to DLCD.
11. **Closeout Penalty:** DLCD reserves the right to reduce or withhold final payment if a closeout report is submitted to DLCD after the 30 days, as referenced in Standard Condition Number 8. DLCD shall authorize payment to the Grantee within 90 days of the time all required work is accepted by the DLCD grant manager after review for compliance with the grant conditions.
12. **Audit:** The Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of the department, shall have access to and the right to examine any records of transactions related to this agreement for three years after the final payment under this agreement is authorized by the department.
13. **Indemnity:** Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and DLCD and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement to the extent provided by law.
14. **Appropriate use of funds:** Grant funds cannot be used for any purpose other than that stated in the work plan or after the end date of the grant.
15. **Amendments:** Amendments must be facilitated by the DLCD grant manager. An amendment may be initiated at any time during the grant period, but at least 30 days prior to the end date on a grant period of one year or less.

**2005-2007 Periodic Review and Technical Assistance Grants
Department of Land Conservation and Development
APPLICATION**

Please type or print

Date: 12/09/2005

Note: All Boxes below are check boxes.

Type of Grant: Periodic Review Technical Assistance Other: _____

Applicant: City of Troutdale

Address: 104 SE Kibling Avenue, Troutdale, Oregon 97060-2099

Phone: 503-665-5175

Fax: 503-667-6403

Local Contact Person and Title: Rich Faith, Community Development Director

Email Address: rfaith@ci.troutdale.or.us

Amount of grant request: \$ 70,000.00

Local Contribution (not required): \$ 48,850.00

Project Title:

Columbia-Cascade River District Economic Development Master Plan

Abstract (Use up to 50 words to describe the project and products): Create a cooperative economic development plan for the Columbia-Cascade River District by completing an economic opportunities analysis, buildable lands inventory, coordinated public facilities program and collaboratively developed set of development policies and updated development regulations. A Memorandum of Understanding binding the four city governments and the Port of Portland into an on-going cooperative process will finalize the project.

Project Narrative

(Please use additional sheets)

1. Goals and Objectives:

State the goal(s) or overall purpose of the project. Describe particular objectives you hope to accomplish in terms of meeting planning, technical, or information needs beyond basic planning activities in your jurisdiction, or as appropriate, among partner jurisdictions. Please indicate whether this is a one-biennium, stand-alone project or is part of a longer, multi-year/multi-biennium program. If it is the latter, describe how this work would contribute to the longer-term project and how the work beyond this project would be funded.

2. Products and Outcomes:

Clearly describe the products and outcomes you expect from work under this grant. Briefly describe any anticipated significant effect it would have on development, livability, process efficiencies, compliance with federal requirements, socioeconomic gains, and other relevant factors. If the proposed project relates to work under a periodic review work program, identify the PR work task(s). If the project is part of a longer, multi-year effort, please describe subsequent phases and expected results, any previous funded or unfunded work, and how work beyond this project would be funded.

**3. Work Program, Timeline & Payment
(best if combined):**

A. Tasks

List and briefly describe the major tasks and subtasks, in sequence of starting dates, the resulting products, and the status of products at the time of delivery (e.g., adopted, hearing ready, draft).

B. Timeline

List beginning and end dates of project start-up, tasks, progress milestones, interim products, and project completion. If the project is to be part of a longer, multi-year effort, provide an overview of the expected timeline and describe subsequent phases to be completed.

C. Payment Schedule

Indicate a requested payment schedule, showing the number, timing, and amount of interim and final payments. Relate interim payments to products, if applicable.

4. Review Criteria

For Technical Assistance grant applications, include a statement in the narrative that addresses the approval criteria presented in the application instructions.

5. Project Partners

List other local governments, special districts, state agencies, or other entities, if any, that will participate in the project, and briefly describe the role of each (e.g., will perform work under the grant; will advise; will contribute information or services, etc).

6. Cost-Sharing, and Local Contribution

If the funds from the DLCD are only a part of overall project costs, identify sources and amounts of other funds or services that will contribute to the project's success. Cost-sharing (match) is not required on general fund grants, but will be a contributing factor to the success of the application, all else being equal. Describe the kinds and list the amounts of local contribution for the grant (see page 4 of this application).

Will a consultant be retained to assist in completing grant products? Yes No

Grant Budgets

Grant Budget Summary

	Grant Request	Local Contribution	Total Budget
Personal Services	\$	\$ 48,850 in-kind services	\$ 48,850.00
Supplies	\$	\$	\$
Contract services	\$ 70,000.00	\$	\$ 70,000.00
Other	\$	\$	\$
TOTAL	\$	\$	\$ 118,850.00

Explain "Other" expenses:

Grant Product Cost Summary

(Use Additional Sheets if Needed)

Product	Grant Request	Local Contribution	Total Budget
1	\$ 9,750.00	\$ 3,375.00	\$ 13,125.00
2	\$ 8,500.00	\$ 6,675.00	\$ 15,175.00
3	\$ 6,500.00	\$ 11,250.00	\$ 17,750.00
4	\$ 12,250.00	\$ 7,150.00	\$ 19,400.00
5	\$ 11,000.00	\$ 3,150.00	\$ 14,150.00
6	\$ 2,000	\$ 2,150.00	\$ 4,150.00
7	\$ 14,750.00	\$ 8,350.00	\$ 23,100.00
8	\$ 5,250.00	\$ 6,750.00	\$ 12,000.00
TOTAL	\$ 70,000.00	\$ 48,850.00	\$ 118,850.00

GRANT APPLICATION page 4
Grantee Share Cost Information

For State General Fund Grants:

All contributions, whether cash or in-kind, shall be accepted as part of the grantee's matching or cost sharing when such contributions are:

- a. Identifiable from the grantee's records,
- b. Not included as contributions for any other grant or contract, and
- c. Necessary and reasonable for proper and efficient accomplishment of project objectives.

In-kind contributions are made in some form other than money. They may represent the value of goods and services, which benefit the grant program and are specifically identifiable to that program. They may be made by the grantee, other public agencies, private organizations, appointed members of advisory committees, and/or individuals. Items which qualify as in-kind contributions and the methods for assessing their value include:

- a. Volunteer services – Rates for volunteers should be consistent with regular rates paid for similar work in state and local government. If there is no similar work in state or local government, the rates should reflect the grantee's local labor market. When another employer donates an employee's regular services to the grantee, those services are valued at the employee's normal pay rate.

- b. Contributed materials – This includes office supplies or other supplies directly related to the project. The price assessed should be reasonable. It should be based on fair market value when charged to the project.
- c. Donated equipment, building, land or use of space – Include depreciation and use charges for equipment and buildings and fair rental charges for land.
- d. Employees of other organizations – Services are within same skill for which employee is normally paid. Valuation: Employee rate including fringe but excluding overhead.

In-kind paid for in cash is accounted for by normal accounting procedures. However, in-kind for which you establish value should be accounted for as follows:

- a. Services – Maintain record for those attending meetings; their hours, date and place of meeting, just as you record employee hours.
- b. Documentation – Document your method of computing at the hourly rate for personal services and the cost of materials, equipment, buildings and land charges.

TECHNICAL ASSISTANCE GRANT APPLICATION

TO: The Department of Land Conservation and Development

FROM: City of Troutdale, in collaboration with the Cities of Fairview, Gresham, Wood Village, and the Port of Portland

DATE: November 23, 2005

TITLE: A COOPERATIVE ACTION PLAN FOR THE ECONOMIC DEVELOPMENT OF THE COLUMBIA-CASCADE RIVER DISTRICT (CCRD)

Need

The East Columbia Corridor of the Portland Metropolitan region is a 4½-mile long study area bounded by the Columbia River on the north, I-84 on the south, the Sandy River on the east, and approximately 174th Ave on the west. The study area, which is now referred to as the Columbia-Cascade River District, lies within the jurisdictional boundaries of Troutdale, Fairview, Wood Village and Gresham. The Port of Portland is a major landholder within the District. The Port owns the Troutdale airport and is in the process of purchasing approximately 700 acres surrounding the former Alcoa aluminum plant site adjacent to the airport.

The Columbia Cascade River District (CCRD) has the largest concentration of undeveloped industrially zoned land in the Portland Urban Growth Boundary. This area has the potential to answer many of the region's economic goals, while providing the income and employment growth so important to the East County Area.

However, the land has several owners and is located within multiple jurisdictions, with the result that there are varying regulations and differing policy perspectives regarding the development of the area. Currently each parcel is marketed separately, with little opportunity to build on the benefits or attributes of the other parcels. Disagreements about development priorities and infrastructure needs between the various public entities, and a lack of a complete land inventory have resulted in development strategies and/or infrastructure projects that have not moved forward or have been less beneficial than desired.

To secure the best industrial development, a stable job base for the area, and a mutually supported development program, a cogent economic development strategy and marketing program is needed. In this instance a marketing program means:

- a common name
- a comprehensive database of the properties
- a strategy for infrastructure development
- a set of coordinated and accepted development policies
- a series of streamlined and compatible development regulations
- a coordinated marketing approach.

The resulting compendium of information and development principles would constitute an effective Economic Development Action Plan for the Columbia-Cascade River District.

Ultimate Outcomes

The Columbia-Cascade River District Vision was created and accepted by the cities of Fairview, Gresham, Troutdale and Wood Village in late 2003 and early 2004, under the auspices of the East Metro Economic Alliance. This vision for the CCRD is intended to foster the following desired outcomes:

- family wage jobs
- diverse economic base
- stable tax base
- on-going collaborative decision-making process
- commitment to community livability
- timely development.

This grant would help the public entities and private interests in East County to further refine the Vision for the River District and to begin a more effective and coordinated development of the area.

Project Objectives

The Vision serves as an initial set of principles for the area's development. To complete the Vision there must be an Action Plan that will serve as a foundation for effective and collaborative decision making among the different jurisdictions that encompass the River District. To create such a document requires a facilitation process that will strengthen the growing commitment to cooperative decisions.

Phase One - Gather Information And Prepare Initial Marketing Materials

Land Inventory (GIS mapping)

- database of vacant and developable lands
- ownership
- parcel size
- zoning
- wetlands and related resources
- development constraints

Process: Using students from the University of Oregon Architectural School, staff of the five primary partners and private consultants, existing inventory materials will be compiled and augmented as needed. They will then be placed in a geographic information system format for use in the study, later planning and marketing activities by all study partners either together or separately. Short term versus long-term land supply will be considered in the final inventory.

Economic Opportunities Analysis

- expand existing studies to determine development opportunities for the entire area
- review of locational factors for potential businesses

Process: An economic consultant familiar with the real estate development analyses completed and underway in the area will be hired to expand that work to cover the entire area and to update the findings to reflect existing and anticipated market conditions, potential business uses and pertinent locational factors. City staff in conjunction with the CCRD Steering Committee will prepare initial marketing materials, such as brochures, websites and land databases to begin familiarizing potential businesses, real estate firms and regional economic development organizations with the CCRD.

Infrastructure Inventory and Plans

- roads and highways
- utility systems and programs
- other transportation modes
- telecommunications
- cooperative infrastructure facility plans
- infrastructure financing options

Process: The necessary research will be conducted by the architectural students and consultants, with the help of city staffs. Engineering and public works staffs from the four cities will be brought together in facilitated groups to review existing information and to prepare a Public Facilities Plan for the area. Consulting staff will compile the information for final review by the technical groups. This plan will provide an identification of infrastructure needs, resources, financing options and a program for

additional work that will need to be prepared before development can occur. Where needed outside expertise will be obtained to respond to particular issues.

Before proceeding to Phase Two each of the primary participants will be asked to review and support the prepared materials. Work products, such as the marketing materials, are expected to be used immediately, while the remaining study moves forward.

Phase Two - Analysis & Consensus

Development Tools

- collaborative development policies
- compatible, coordinated zoning ordinances for each city
- other code modifications as needed
- Measure 37 analysis (an estimation of any negative value impacts)
- Final Marketing program (e.g., brochures, websites, databases etc.).

Development policy products will result from facilitated processes where elected officials will work together to craft mutually acceptable development policies based upon a series of decision criteria focused on maximizing benefits to study partners. Each community will be asked to support all of the cooperatively prepared materials and to take appropriate actions to implement its area of responsibility.

City planners, working with consulting staff will develop coordinated development regulations to implement the development policies. Draft regulations will be prepared for approval by each jurisdiction.

All focus groups will share their products with the overall River District Steering Committee before the materials are released for public review.

Consulting staff will be used to provide meeting facilitation, to prepare study documents and to draft policies and regulations for review by the decision-makers. Expertise in market analysis, transportation and financing will be sought where needed to meet project objectives. Separate consulting contracts for necessary specialists will be administered by the City.

Before proceeding with the final phase each of the primary partners will be asked to review and indicate their support for the materials prepared to this point in the project before completion of the final phase.

Phase Three – Making it Happen Cooperatively

The completion of the preceding list of products will lay the groundwork for an effective action plan. The final Economic Development Action Plan will be composed of the

several elements listed above and implemented in conjunction with a Memorandum of Understanding signed by the four cities and the Port of Portland. Coordination with Multnomah County, Metro, East Metro Economic Alliance, as well as various agencies of the State of Oregon and the federal government will also be part of the commitments involved. The anticipated result will be a program of coordinated actions, policies and programs administered by the various jurisdictions.

The anticipated result for the Portland Region and East Multnomah County will be the addition of several thousand jobs at income levels higher than those currently in the area, with a commensurate improvement to local tax bases.

Involvement

The project will begin with letters of support from each of the five major public organizations involved – the four East County cities and the Port of Portland. These letters will demonstrate the commitment of the agencies to the study and their involvement.

The involvement of Metro, Oregon Department of Transportation, Multnomah County, as well as appropriate federal and other state agencies will also be sought during the course of the project for their expertise and insights.

The River District Steering Committee will conduct two public open houses to gather public comment about development opportunities in the study area. The first event will provide public access to inventoried materials and preliminary analysis while soliciting public views and useful additions to the data. The second event will describe the final recommendations as they are to be presented to the governing bodies of the various public entities involved.

Additional information will be provided to the public using local newspaper, cable access and radio methods. The city newsletters and additional printed materials will be provided to assure the public is aware of project activities and products.

At each phase of the project each city and the Port will be asked to support the overall products prepared to that point in the study. With the completion of the final materials the partners will be asked to support and, as appropriate, to implement the regulations or policies as pertinent to their responsibilities.

The final product of the project will be the development for approval by all five public entities of a Memorandum of Understanding committing each jurisdiction to implementing the programs and activities as identified in the Action Plan and Marketing Program.

Schedule

January 2006 – Project funded by DLCD.

Feb-Nov2006 – facilitated discussions with technical focus groups.

March 2006 – initial draft inventories completed.

March 2006 - Inventory (see Phase One listing) and mapping work completed

April-May 2006– draft development policies based initially on the Vision, on existing community comprehensive plans and on the development policies of the Port.

May 2006 – first public event.

June 2006 – discussions with governing bodies and drafts refined

May -September 2006 – draft development regulations prepared for hearing and adoption.

Feb. 2007 – second public event.

March 2007- the final Action Plan and associated MOU is completed.

Project Structure

The EMEA Columbia-Cascade River District Steering Committee will serve as the policy advisory committee. The Committee is composed of the mayors from the four cities, the West Columbia Gorge Chamber of Commerce, the Port of Portland, and business owners from the area, as well as staff members of the four cities and Multnomah County.

The Technical Advisory Groups will be composed of the Public Works Directors, or their representatives, of the four cities and Multnomah County.

Each of the cities and the Port is submitting a letter of support at this time to demonstrate their support and commitment to mutual coordination and cooperation during the study.

DLCD Criteria

1. A clear statement of expected outcomes.

The development of a coordinated action plan for the CCRD will provide a comprehensive inventory of developable lands, potential limitations and needed infrastructure. Also to be created are a streamlined and compatible system of development regulations and a program for attracting development in a coordinated manner. Ultimately this will provide the jobs, income and tax base needed in this part of East Multnomah County.

2a. Project is directly related to increasing economic development opportunities.

The Columbia-Cascade River District could be one of the most productive areas of the Portland region. It has the land and location to be a major economic development resource for the metropolitan area, but it lacks focused priorities and consistent policy direction. This project's products will provide the necessary information, technical inventories and improved processes to help make the potential become a reality. With a clearer plan and better cooperation this area has the opportunity to become one of Oregon's leading jobs producing areas. The tools described in this grant application will provide that focus. The intent is to use the resources provided through this grant to foster a new and expanded economic and livability future for the CCRD and the entire East County area.

2b. The project benefits economic development efforts.

This project is all about economic development. Not just simple hopes and dreams, but a solid program of specific actions developed from an intergovernmental, regional perspective. This is an opportunity to see a long overlooked and underestimated area brought into the prominence it deserves. It says much for the agencies involved that they are willing to invest their time, resources and political energy in a program that will benefit not only themselves but also people throughout East County and the Portland Region.

The potential is to create thousands of new jobs with important income and tax benefits for the region. With the approval of the final plan and the associated Memorandum of Understanding the cities of East County and the Port of Portland will join together to create one of the truly important economic areas of the region.

2c. The project will streamline local government land use approval processes.

One of the main tasks within the project will be the preparation of focused and streamlined regulations for all of the cities involved with the study. In this way the current mixture of generalized regulations can be replaced with development

rules that focus on the desired activities. It is anticipated that the new code language will focus on a more performance- based approach that will give flexibility in use while using modern design criteria and more efficient permitting processes to achieve the desired results.

2d. The project updates the plan or code to comply with federal requirements.

While compliance with federal regulations is not a primary mission of this project, there is a recognition that federal policy and regulations will play a role in the final plan and therefore coordination with federal agencies is anticipated. Collaboration is particularly important as regards endangered species and clean air concerns that have been identified in earlier CCRD discussions.

3. The approach, budget and products are reasonable and likely to achieve project objectives.

The approach proposed focuses on local involvement and decision-making by those most affected and most necessary to completing the plan. The primary local economic development and land use decision-makers (the cities represented by the Mayors and the Port of Portland) have been integrated into the policy development portion of this project. To assure continued involvement with the process each of the primary entities will be submitting letters of support with this application, and are committing to the approval of final project outcomes, as well as agreeing to negotiate a Memorandum of Understanding for an on-going relationship during plan implementation.

The study will build upon local staff abilities and technical knowledge, as well as prior studies (e.g., OSTP I & II, Fairview Industrial Lands Master Plan, Columbia-Cascade River District Vision, local TSPs and CIPs and comprehensive plans) to gain needed insights and to identify tasks involved in completing infrastructure programs.

Further, by using consulting staff in conjunction with public agency staff, greater efficiencies and productivity can be obtained. For this reason the amount requested is substantially less than would otherwise be needed to conduct such a comprehensive review and decision process.

All of the preceding actions and resources make this project effective, efficient and economical.

4. The application demonstrates adequate local commitment and capability.

In addition to the commitments described above, each of the local entities is providing staff and associated materials to compile identified inventories, create base mapping and attend the many meetings and public events that are part of the proposed project schedule.

Given the contributions anticipated by those persons most intimately familiar with the land, people and local services, it is likely the project will produce the desired results.

Budget (Hours/Dollars)

See Addendum

Conclusion

We believe the project is thoughtfully considered and critically important to the economic well being of the entire Portland Region. We ask that the funding for this important project be expedited in order that we may begin as soon as possible, as important development decisions are currently pending and in need of the clarification that this project will provide.

Contact Information

For further information please contact Rich Faith, Community Development Director for the City of Troutdale at 503-674-7261.

ADDENDUM

**COLUMBIA-CASCADE RIVER DISTRICT
ECONOMIC DEVELOPMENT MASTER PLAN
PROPOSED PROJECT**

<u>Product</u>	<u>Schedule</u>	<u>Responsible</u>	<u>Estimate</u>
<p>A GIS-based inventory, by jurisdiction and accessible to all jurisdictions using local, regional and other data</p> <ul style="list-style-type: none"> • Base Map indicating <ul style="list-style-type: none"> • Study boundary • Streets • Rivers & waterways • Tax parcel boundaries • Jurisdictional boundaries • Vacant/Developable Lands <ul style="list-style-type: none"> • Build from Fairview & Troutdale base • Ownership • Comp. Plan Designations <ul style="list-style-type: none"> • Four cities, Multnomah County and Metro • Land Use Zoning Districts <ul style="list-style-type: none"> • Updated and corrected • Wetlands and Other Resources <ul style="list-style-type: none"> • OSTP II data • Development Constraints <ul style="list-style-type: none"> • Power lines, etc. 	Jan.-Mar. '06	U of O consultant	\$8,000
<p><u>Economic Opportunities Analysis and Strategies</u></p> <ul style="list-style-type: none"> • Expanded Market Assessment using Fairview Industrial Lands Study and Port work as base • Marketing Materials Website, brochures for Industrial And Commercial lands 	Feb. – April	Consultant	\$7,500
	Apr. – June	Cities	no grant funds

Infrastructure

• Additional GIS layers indicating service areas for: Water Sewer Storm water Transportation (freight, street, other modes) Telecommunications Electric, gas, telephone	Feb. – Nov.	U of O Cities	\$2,000
• Capability Analysis (Not a CIP) based upon existing services and listing of anticipated facilities	Feb. – Nov.	Cities Consultants	\$5,000
• Financing Options	Oct. –Nov.	Cities Consultants	\$5,000

Development Tools

• Collaborative Development Policies	Apr. - June	Consultants	\$7,500
• Coordinated Action Plan	Apr. – June	Consultants	\$2,500
• Coordinated Zoning Ord.s for Each City	May – Aug.	Consultants	\$10,000
• Other Code Modifications	May – Aug.	Consultants	\$1,000
• Review of Measure 37 Implications	Aug.	Consultants	\$1,000

Project Facilitation and Administration

CCRD Steering Committee Facilitation	Jan. 06 – Mar. 07	Consultant	\$10,000
Focus Groups	Feb. – Nov. '06	Consultant	\$6,000
Community Input Events and Media	On-going	Consultant	\$1,000
Collaborative Review of Draft Policies, Actions and Regulations	Sept. 06– Jan. 07	Consultant Cities	\$1,000
Draft Memorandum of Understanding	Jan. – Mar. '07	Consultant	\$2,500

Project Total = \$70,000