

Metro | Agenda

Meeting: Metro Council
Date: Thursday, September 17, 2015
Time: 2 p.m.
Place: Metro Regional Center, Council Chamber

CALL TO ORDER AND ROLL CALL

1. CITIZEN COMMUNICATION

2. CONSENT AGENDA

2.1 **Resolution No. 15-4643**, For the Purpose of Confirming the Council President's Appointment of Damien Hall to the Metropolitan Exposition Recreation Commission

2.2 **Resolution No. 15-4648**, For the Purpose of Appointing the Following Member to the Metro Policy Advisory Committee (MPAC): Betty Dominguez as Clackamas County Citizen Member

2.3 Consideration of Council Meeting Minutes for August 27, 2015

3. RESOLUTIONS

3.1 **Resolution No. 15-4641**, For the Purpose of Authorizing the Chief Operating Officer to Enter into an Intergovernmental Agreement for Phase 2 of the Columbia River Levee Analysis Cost Sharing

Andy Cotugno, Metro

3.2 **Resolution No. 15-4647**, For the Purpose of Endorsing Execution of a Memorandum of Agreement with the US Army Corps of Engineers Regarding Mitigation of Adverse Impacts Due to Closure of the Willamette Falls Locks

Andy Cotugno, Metro

4. ORDINANCES (SECOND READ)

4.1 **Ordinance No. 15-1360**, For the Purpose of Annexing to the Metro District Boundary Approximately 89 Acres Located East and West of SW Roy Rogers Road and West of SW 150th Avenue in the River Terrace Area of Tigard

Tim O'Brien, Metro

4.2 **Ordinance No. 15-1359**, For the Purpose of Annexing to the Metro District Boundary Approximately 8.4 Acres Located at Tax Lot 1N117A000500 in the North Bethany Area of Washington County

Rebecca Hamilton, Metro

5. CHIEF OPERATING OFFICER COMMUNICATION

6. COUNCILOR COMMUNICATION

ADJOURN

Television schedule for August 27, 2015 Metro Council meeting

Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 30 – Community Access Network <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 Call or visit web site for program times.	Portland Channel 30 – Portland Community Media <i>Web site:</i> www.pcmtv.org <i>Ph:</i> 503-288-1515 Call or visit web site for program times.
Gresham Channel 30 - MCTV <i>Web site:</i> www.metroeast.org <i>Ph:</i> 503-491-7636 Call or visit web site for program times.	Washington County and West Linn Channel 30– TVC TV <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 Call or visit web site for program times.
Oregon City and Gladstone Channel 28 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.	

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សេចក្តីជូនដំណឹងអំពីការមិនរើសអើងរបស់ Metro

ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលបានក្បួនលំអររើសអើងសូមចូលទស្សនាការប្រកាស www.oregonmetro.gov/civilrights។ បើលោកអ្នកត្រូវការការបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទមកលេខ 503-797-1890 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ ថ្ងៃធ្វើការ មុនថ្ងៃប្រជុំដើម្បីអាចឲ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក ។

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Metro txoj kev ntxub ntxaug daim ntawv ceeb toom

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Agenda Item No. 2.1

Resolution No. 15-4643, For the Purpose of Confirming the
Council President's Appointment of Damien Hall to the
Metropolitan Exposition Recreation Commission

Consent Agenda

Metro Council Meeting
Thursday, September 17, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING THE) RESOLUTION NO. 15-4643
COUNCIL PRESIDENT'S APPOINTMENT OF)
DAMIEN R. HALL TO THE METROPOLITAN) Introduced by Tom Hughes, Council
EXPOSITION RECREATION COMMISSION) President

WHEREAS, the Metro Code, Section 6.01.030(a) provides that the Metro Council President shall appoint all members to the Metropolitan Exposition Recreation Commission; and

WHEREAS, the Metro Code, Section 6.01.030(b) provides that the Metro Council President's appointments to the Commission are subject to confirmation by the Metro Council; and

WHEREAS, pursuant to Metro Code, Section 6.01.030(d)(2) and (g) the City of Portland has nominated Damien R. Hall as a candidate to replace Chris Erickson as a member on the Commission due to Mr. Erickson's resignation from the Commission as of March 31, 2015, for the remainder of Mr. Erickson's term; and

WHEREAS, the Metro Council President submitted his appointment of Damien R. Hall to the Metro Council for confirmation; and

WHEREAS, the Council finds that Damien R. Hall has the experience and expertise to make a substantial contribution to the Commission's work; now therefore,

BE IT RESOLVED that the Metro Council hereby confirms the Council President's appointment of Damien R. Hall as a member of the Metropolitan Exposition Recreation Commission beginning immediately on September 17, 2015, and ending December 31, 2018.

ADOPTED by the Metro Council this 17th day of September, 2015.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO.15-4643, FOR THE PURPOSE OF
CONFIRMING THE COUNCIL PRESIDENT'S APPOINTMENT OF DAMIEN R. HALL TO
THE METROPOLITAN EXPOSITION RECREATION COMMISSION

Date: September 17, 2015

Prepared by: Scott Robinson,
Interim GM of Visitor Venues

BACKGROUND

The Metro Code, Section 6.01.030(a), gives the Metro Council President sole authority to appoint all members of the Metropolitan Exposition Recreation Commission, subject to confirmation by the Council. Section 6.01.030(d)(2) of the Metro Code allows the City of Portland to recommend the appointment of a Commissioner for the Council President's consideration. Under section 6.01.030(e)(1) of the Metro Code, the Metro Council President has the authority to concur with City of Portland's appointment and submit it to the Metro Council for confirmation, or reject it.

Charlie Hales, City of Portland Mayor, has recommended Damien R. Hall for appointment on the Commission to serve the remainder of former MERC Commissioner Chris Erickson's term. Mr. Erickson was reappointed on December 11, 2014 for a term from January 1, 2014 to December 31, 2018 per Metro Council Resolution No. 14-4578. Mr. Erickson resigned from the Commission on March 31, 2015. The Council President has concurred with the City's recommendation and accordingly submitted his appointment of Mr. Hall to the Metro Council for confirmation. A copy of the recommendation letter from the Mayor is attached as Attachment 1 to this Staff Report. A copy of Mr. Hall's biography is attached as Attachment 2 to this Staff Report.

If confirmed, Mr. Hall will, pursuant to the Metro Code, serve the remainder of Mr. Erickson's 4-year term beginning September 17, 2015, through December 31, 2018.

Metro Chief Operating Officer Martha Bennett concurs with this appointment.

ANALYSIS/INFORMATION

- **Known Opposition.** None
- **Legal Antecedents.** Metro Code as referenced above.
- **Anticipated Effects.** Appointment of Mr. Hall to the Metropolitan Exposition Recreation Commission, in the manner provided by the Metro Code.
- **Budget Impacts.** None

RECOMMENDED ACTION

The chief Operating Officer recommends approval of Resolution 15-4643 to confirm the appointment of Damien R. Hall to the Metropolitan Exposition Recreation Commission and to begin serving September 17, 2015.



OFFICE OF MAYOR CHARLIE HALES
CITY OF PORTLAND

August 24, 2015

Tom Hughes, President
Metro Council
600 NE Grand Ave
Portland, OR 97232

Dear President Hughes,

I am pleased to share with you the City of Portland's nominee to the Metropolitan Exposition and Recreation Commission, Damien R. Hall. On August 19, 2015, the Portland City Council, through Resolution 37148, unanimously approved Mr. Hall as the City's nominee for the remainder of the open four-year term, which ends on December 31, 2018.

Mr. Hall is an Associate Attorney at the Ball Janik law firm with extensive experience in land use and real estate matters. His professional experience and service on several community boards make him an excellent candidate to serve as a member the Commission. Mr. Hall lives within the City of Portland and therefore meets the residency requirement for this position.

Please accept our recommendation to appoint Mr. Hall to the Commission.

Sincerely,

Charlie Hales
Mayor, City of Portland

Attachment 2

Resolution 15-4643: Confirming the Council President's Appointment of Damien R. Hall to the Metropolitan Exposition Recreation Commission

Damien R. Hall Biography

Damien Hall is an associate in Ball Janik LLP's Land Use and Real Estate practice groups where he has worked for two years representing both property owners and local governments. He has practiced land use and real estate law for 8 years. His background is in urban planning and development, and in addition to his land use practice, he regularly assists clients with real estate transactions, natural resources law, municipal law, and formation and organization of business entities. Mr. Hall is a member of the National Black Lawyers Top 100.

Actively involved in development issues in Portland, Hall serves on the Board of Commissioners for Home Forward and on the Board of Directors for Portland Community Reinvestment Initiatives, Inc. (PCRI). Mr. Hall is a member of the Portland Development Commission's (PDC) Central City Budget Advisory Committee, and formerly served on the Oregon Convention Center Urban Renewal Area Advisory Committee, as a committee member from 2007 through 2010, and as Chairperson from 2010 through 2013. He has been a member of the Young Leaders group of the Urban Land Institute (ULI) of Oregon and SW Washington since 2008. He is also a member of the Oregon Chapter of the National Association of Industrial and Office Properties (NAIOP), and is on its Developing Leaders Committee. Mr. Hall participated in the PDC's N/NE Economic Development Initiative Advisory Committee from 2010-2011 and in the City of Portland's North/Northeast Quadrant of I-5 Broadway/Weidler Stakeholder Advisory Committee from 2011-2012.

In addition to his professional engagements, Mr. Hall serves on the Board of Directors for CareOregon and as a Board Member of Groundwork Portland. He also represented "Verde – Let Us Build Cully Park!" as *pro bono* counsel.

Mr. Hall received a Bachelor of Science degree in Public Policy, Planning and Management from the University of Southern California. He earned his law degree from the Northwestern School of Law at Lewis & Clark College.

Agenda Item No. 2.2

Resolution No. 15-4648, For the Purpose of Appointing the
Following Member to the Metro Policy Advisory Committee
(MPAC): Betty Dominguez as Clackamas County Citizen Member

Consent Agenda

Metro Council Meeting
Thursday, September 17, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPOINTING THE)	RESOLUTION NO. 15-4648
FOLLOWING MEMBER TO THE METRO)	
POLICYADVISORY COMMITTEE (MPAC):)	Introduced by Council President Tom Hughes
BETTY DOMINGUEZ AS CLACKAMAS)	
COUNTY CITIZEN MEMBER)	

WHEREAS, the Metro Charter, Chapter V, Section 26 (1)(m), provides that citizen members of the Metro Policy Advisory Committee (MPAC) shall be appointed by the Council President and confirmed by the Metro Council; and

WHEREAS, the Council President has appointed Betty Dominguez as citizen member for Clackamas County, subject to confirmation by the Metro Council; now, therefore,

BE IT RESOLVED THAT the Metro Council hereby confirms the appointment of Betty Dominguez as member of the Metro Policy Advisory Committee (MPAC).

ADOPTED by the Metro Council this 17 day of September, 2015.

Tom Hughes, Council President

Approved as to form:

Alison Kean Campbell, Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 15-4648, FOR THE PURPOSE OF APPOINTING THE FOLLOWING MEMBER TO THE METRO POLICY ADVISORY COMMITTEE (MPAC): BETTY DOMINGUEZ AS CLACKAMAS COUNTY CITIZEN MEMBER

Date: August 24, 2015

Prepared by: Nellie Papsdorf

BACKGROUND

Pursuant to the Metro Charter, Chapter V Section 26 (1)(m), the Metro Council President is tasked with the appointment of citizen representatives on the Metro Policy Advisory Committee (MPAC). Council President Tom Hughes has appointed Ms. Betty Dominguez to serve as the Clackamas County citizen member. This resolution confirms this appointment.

Ms. Betty Dominguez is a resident of Clackamas County and has lived in the county for over nine years. She has served on Metro's Transit-Oriented Development Steering Committee and Community Planning and Development Grants Steering Committee, and she currently serves on the Metro Equity Strategy Advisory Committee as well as the Equitable Housing Initiative Working Group. Ms. Dominguez is the Director of Policy & Equity for Home Forward, the housing authority serving Multnomah County and the largest owner/developer of affordable housing in the state. Prior to joining Home Forward Ms. Dominguez served as the Regional Advisor to the Director of the Oregon Housing & Community Services Department providing technical assistance to for-profit and not-for-profit affordable housing developers in the region.

ANALYSIS/INFORMATION

1. **Known Opposition:** None.
2. **Legal Antecedents:** Metro Charter, Chapter V, Section 26 (1)(m); as well as Metro Code Sections 2.19.030 (b)(1) and 2.19.080 (b)(1); Metro MPAC Bylaws.
3. **Anticipated Effects:** Approval will fill the Clackamas County citizen member vacancy on MPAC.
4. **Budget Impacts:** None.

RECOMMENDED ACTION

Staff recommends the adoption of Resolution No. 15-4648.

Agenda Item No. 2.3

Consideration of Council Meeting Minutes for August 27, 2015

Consent Agenda

Metro Council Meeting
Thursday, September 17, 2015
Metro Regional Center, Council Chamber

Agenda Item No. 3.1

Resolution No. 15-4641, For the Purpose of Authorizing the
Chief Operating Officer to Enter into an Intergovernmental
Agreement for Phase 2 of the Columbia River Levee
Analysis Cost Sharing

Resolutions

Metro Council Meeting
Thursday, September 17, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE)	RESOLUTION NO. 15-4641
CHIEF OPERATING OFFICER TO ENTER INTO)	
AN INTERGOVERNMENTAL AGREEMENT)	Introduced by Chief Operating Officer Martha
FOR PHASE 2 OF THE COLUMBIA RIVER		Bennett in concurrence with Council
LEVEE ANALYSIS COST SHARING		President Tom Hughes

WHEREAS, by Resolution No. 15-4606, the Metro Council authorized participation in the Columbia River levee assessment process through execution of a Declaration of Cooperation; and

WHEREAS, it is in Metro’s interest to participate to ensure the levee system continues to protect from flooding the area extending from the railroad embankment near the Expo Center east to the Sandy River; and

WHEREAS, de-certification of the levee system by the US Army Corps of Engineers and de-accreditation by the Federal Emergency Management Agency would have negative economic repercussions including loss of flood insurance, imposition of more stringent flood plain development regulations and access to commercial financing for levee protected properties; and

WHEREAS, Metro is a significant property owner within the levee protected area in the form of the Expo Center, Blue Lake Park and other properties; and

WHEREAS, by Resolution No. 14-4525, the Metro Council provided a funding commitment in an amount of \$300,000 (plus interest) for Phase 1 of the levee analysis process for the Peninsula Drainage Districts 1 and 2; and

WHEREAS, in the spirit of cooperation with Metro’s partners in the region, Metro desires to contribute to the cost of Phase 2 of the levee analysis process for the Multnomah County Drainage District and Sandy Drainage Improvement Company; and

WHEREAS, Metro Code Section 2.04.020 requires the Metro Council approval of contracts that obligate Metro to contribute funding not previously appropriated through the Metro budget process; now therefore

BE IT RESOLVED that the Metro Council authorizes Metro’s Chief Operating Officer to enter into an Intergovernmental Agreement, in the form approved by the Metro Attorney, that obligates Metro to contribute up to \$300,000 (plus interest) over a potential seven year term to Phase 2 of an engineering analysis of the levee system within the Multnomah County Drainage District and Sandy Drainage Improvement Company, so long as the agreement is clear that Metro is voluntarily contributing these funds and its contribution does not imply any obligation for future repair or reconstruction of the levee system.

ADOPTED by the Metro Council this _____ day of _____, 2015.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney
Resolution No. 15-4641

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 15-4641 FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR PHASE 2 OF THE COLUMBIA RIVER LEVEE ANALYSIS COST SHARING

Date: September 17, 2015

Prepared by: Andrew Cotugno
xt. 1763

BACKGROUND

In 2013, the Governor asked Multnomah County and Portland to convene an Oregon Solutions Team to address the potential de-certification (by the US Army Corps of Engineers [USACE]) and de-accreditation (by FEMA) of the Columbia River levee system from the railroad embankment near Expo to the Sandy River. For the past year, the Oregon Solutions Team has been co-convened by Portland Mayor Charlie Hales and Multnomah County Commissioner Jules Bailey.

This Resolution is the third in a series of actions taken by the Metro Council in support of the process:

- In May, 2014 the Metro Council adopted Resolution No. 14-4525 authorizing the Chief Operating Officer to execute an intergovernmental agreement providing a \$300,000 Metro funding commitment toward the \$1.4 million engineering assessment of the Peninsula Drainage Districts No. 1 and No. 2 (PEN 1 & 2). Of the four drainage districts along the Columbia River, it was most urgent to initiate work on PEN 1 & 2 because the effective date for the USACE certification had already lapsed. Further, stakeholders impacted by PEN 1 & 2 were already organized and Metro has a significant interest in ensuring the work advanced since Metro is the property owner for The Expo Center.
- In June, 2015 the Metro Council adopted Resolution No. 15-4606 authorizing the Chief Operating Officer to execute a Declaration of Cooperation establishing the overall process and governance for the full effort encompassing the four drainage districts within Metro (PEN 1 and 2, the Multnomah County Drainage District No. 1 [MCDD] and the Sandy Drainage Improvement Company [SDIC]) plus the Sauvie Island Drainage Improvement Company (SIDIC).
- This Resolution No. 15-4641 proposes to authorize the Chief Operating Officer to execute an intergovernmental agreement (see Attachment 1 to Resolution No. 15-4641) providing a \$300,000 Metro funding commitment (plus interest) toward the \$3.99 million engineering assessment of the MCDD and SDIC levee system. Multnomah County will be the recipient of an Infrastructure Finance Authority loan through Business Oregon with intergovernmental agreements providing distribution of the cost responsibility between Metro, the drainage districts, Multnomah County and the Cities of Portland, Gresham, Fairview and Troutdale.

Note: there will be a separate work scope, budget and distribution of cost responsibility for the Sauvie Island Drainage Improvement Company engineering assessment. That budget includes a pro-rata share of costs for convening the Oregon Solutions process and managing outreach and stakeholder communications plus the direct cost of their engineering assessment and interface

with the USACE and FEMA. Sauvie Island is not within the Metro Boundary and, therefore, Metro is not a signator to that funding agreement.

As with the PEN 1 & 2 funding agreement, this funding agreement for MCDD and SDIC is intended to strictly establish the distribution of costs for the engineering assessment and associated Oregon Solutions convening process and is done in the spirit of cooperation and the agreed upon need to get further information for planning and decision-making. This Intergovernmental Agreement does not in any way imply any similar responsibility to fund or share in the funding of the repair or capital improvement costs expected for the actual levee rehabilitation.

ANALYSIS/INFORMATION

1. **Known Opposition:** None Known.
2. **Legal Antecedents:** Metro Code Section 2.04.020 (Requiring the Metro Council approval of contracts that obligate Metro for payment of funds not previously appropriated by the Metro Council. This proposed IGA establishes a Metro funding commitment which will impact the FY 2017-18 Metro budget).
3. **Anticipated Effects:** Adoption of this resolution will authorize the Metro Chief Operating Officer to enter into an Intergovernmental Agreement for the MCDD and SDIC levee analysis cost sharing. The agreement results in Metro taking on responsibility to pay up to \$300,000 (plus interest estimated at up to \$18,500 for the term of the seven-year loan) of the \$3.9 million work program (for an approximate share of 8%). Most of the budget (\$3.568 million) will be supported by an Infrastructure Financing Authority loan from Business Oregon to Multnomah County with a small portion (\$.4 million) funded through cash contributions. Metro's payments to Multnomah County would begin December 1, 2017 and continue for seven years in the amount of \$45,500 per year. Metro, at its option, can choose to repay the loan early with no penalty and with a reduction of interest costs accordingly.
4. **Budget Impacts:** The maximum potential cost of the project to Metro is \$318,500. In the budget process for FY 2017-18, Metro staff will determine if the full obligation can be repaid in FY 2017-18, or if payments will need to be spread through the repayment term authorized by the Intergovernmental Agreement. The Chief Operating Officer will provide a recommended repayment approach in the FY 2017-18 Proposed Budget.

RECOMMENDED ACTION

Recommend adoption of Resolution No. 15-4641.

INTERGOVERNMENTAL AGREEMENT
for
Levee Analysis Cost-Sharing
Phase II (MCDD and SDIC)

This Intergovernmental Agreement (“this Agreement”) is authorized by ORS 190.010 and is made and entered into as of _____ (“the Effective Date”) by and among Multnomah County (the “County”), a home rule county of the State of Oregon, the City of Portland (“Portland”), an Oregon municipal corporation; the City of Gresham (“Gresham”), an Oregon municipal corporation; the City of Fairview (“Fairview”), an Oregon municipal corporation; the City of Troutdale (“Troutdale”), an Oregon municipal corporation; the Port of Portland (“the Port”), a port district of the state of Oregon; Metro, an Oregon municipal corporation; Multnomah County Drainage District No. 1 (“MCDD”), a special purpose local government organized under ORS Chapter 547; and Sandy Drainage Improvement Company (“SDIC”) a non-profit drainage improvement corporation organized under ORS Chapter 554 (collectively, “the Parties,” and each individually “a Party”).

RECITALS

- A. MCDD and SDIC (collectively “the Districts”) operate and maintain levees and drainage facilities along and in the vicinity of the Columbia River that lie within their respective jurisdictional boundaries, among other duties. The levees were originally constructed around 1916 and have been periodically upgraded by the U.S. Army Corps of Engineers (“the Corps”) since then. Through intergovernmental agreements, MCDD has general management authority of SDIC (see “the District IGA,” attached hereto as Exhibit A). All references to MCDD in this Agreement will mean MCDD acting on its behalf and on behalf of SDIC pursuant to the District IGAs.
- B. The Federal Emergency Management Agency (“FEMA”) provides federal assistance in the form of flood insurance to property owners located within areas at risk of flooding, provided the communities in which those properties are located participate in the National Flood Insurance Program (“the NFIP”). FEMA recognizes levees as providing flood protection to a particular area only if they are “certified” by a qualified private engineer or an eligible federal agency (including the Corps), and then “accredited” by FEMA.
- C. The Corps evaluated and certified the levees in MCDD and SDIC in 2007, which led to their accreditation by FEMA. The certification is valid until 2017. Expiration of the certification in 2017 could lead to de-accreditation by FEMA. MCDD and SDIC certifications must be renewed to remain accredited by FEMA.
- D. There are severe economic consequences if FEMA accreditation of a levee system is not maintained. Properties located within a flood zone that is protected by a non-accredited levee system lose access to the lower insurance rates offered through FEMA’s NFIP. Without adequate flood insurance, those properties cannot access loans issued by federal

agencies (e.g., Federal Housing Administration and Small Business Administration) and loans backed by the federal government (e.g., Veterans Administration, Fannie Mae, and Freddie Mac). In addition, local ordinances could severely restrict development in such areas.

- E. Lands protected by the MCDD and SDIC levees are within the jurisdictional boundaries of one or more of the Parties. In addition, one or more of the Parties own lands, public facilities, or both, within the territory protected by the Levees. Each Party would therefore be negatively affected by losing the federal assistance offered by the NFIP.
- F. To avoid the economic consequences of losing the federal assistance offered by the NFIP and the potential impact of local floodplain development standards, the MCDD and SDIC levees must remain certified and accredited. In order to renew the levees certification, an engineering analysis must be performed to ascertain the levees' flood-control capacity. MCDD and SDIC have or will enter into contracts with a consultant to complete a portion of this analysis ("the Project"). A detailed description of the Project is attached as Exhibit B. MCDD or SDIC will enter into contracts with additional consultants as needed to complete the Analysis.
- G. MCDD, with the assistance of Oregon Solutions, has obtained assurances from Business Oregon's Infrastructure Finance Authority ("the IFA") that a loan in the amount of up to \$3,567,712 will be provided to finance much of the cost of the Analysis ("the Loan").
- H. The County has offered to contract for, receive and manage the Loan and its repayment on MCDD's behalf. A copy of the draft Special Public Works Fund Planning Project Financing Contract is attached as Exhibit C. The other Parties have offered to reimburse the County for some portion of the Loan principal and interest. The Parties wish to enter into this Agreement to effectuate these financial arrangements.
- I. MCDD, Peninsula Drainage District No. 1 ("PEN 1"), Peninsula Drainage District No. 2 ("PEN 2"), Portland, Metro, and the Port of Portland successfully completed an earlier Analysis of the related levee system in PEN 1 and PEN 2 pursuant to an earlier IGA where Portland received and managed a \$1.4 million IFA Loan ("Phase I Levee Analysis"). The Analysis under this Agreement, together with similar work to be performed on Sauvie Island pursuant to a separate IGA, will be Phase II.

TERMS

The Parties agree as follows:

- 1. The County will apply for and negotiate the Loan terms substantially similar to those in Exhibit D for a maximum of \$3,567,712. The Parties acknowledge and understand that the County and the IFA will be the sole parties to the Loan, that no other Party or entity will

participate in the negotiations thereof, and that no Party except the County and MCDD has any rights or obligations under the Loan or to the IFA.

2. Notwithstanding the definition of “Recipient” as a reference to the County in the Loan terms, MCDD will fulfill all of the following obligations, as they may appear in the Loan terms and as interpreted by the County:
 - a. Apply the Loan proceeds only to the costs of the Analysis; comply with deadlines relevant to the Analysis; complete the Analysis with funds other than the Loan proceeds once those proceeds are exhausted; and undergo required audits.
 - b. MCDD represents and warrants to the County that a reasonable estimate of the cost of the Analysis is \$3,567,712 and that MCDD will have adequate funds available to pay for the Analysis to the extent the cost thereof exceeds the Loan amount.
 - c. To the best of its knowledge, MCDD has disclosed in writing to the County all facts that materially adversely affect the Analysis, MCDD’s ability to perform all obligations required by this Agreement, or the ability of the County to make all payments and perform all obligations required by its Financing Contract with the IFA. MCDD shall promptly notify the County of any adverse change in the activities, prospects, or condition (financial or otherwise) of (i) MCDD or the Analysis related to the ability of MCDD to perform all obligations required by this Agreement or (ii) of the Districts’ ability to pay their proportional shares of the Loan repayment.
 - d. MCDD will comply with all applicable law, including but not limited to obtaining all applicable permits and approvals that may be necessary for performing the Analysis.
 - e. MCDD will ensure all service providers performing the Analysis who are retained for their professional expertise are certified, licensed, or registered, as appropriate, in the State of Oregon for their professional specialties.
 - f. MCDD will comply with all obligations to comply with the policies of the IFA, including but not limited to contracting requirements, and with state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; and, if applicable, with state labor standards and wage rates found in ORS chapter 279C.
 - g. MCDD is encouraged to make good faith efforts as described in ORS 200.045 (available at <http://www.leg.state.or.us/ors/200.html>) in any contracting activity. Additional resources are provided by the Director of Economic & Business Equity at <http://www.oregon.gov/gov/MWESB/Pages/index.aspx>. Also, the Office of Minority, Women, and Emerging Small Business at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <http://imd10.cbs.state.or.us/ex/dir/omwesb/>.

- h. MCDD will prominently place the following statement on all plans, reports, and contract solicitations relating to the Analysis: “This project was funded in part with a financial award from the Special Public Works Fund, funded by the Oregon State Lottery and administered by the Oregon Infrastructure Finance Authority.”
 - i. MCDD will permit the Parties and IFA and any party designated by them to inspect the property that is the subject of the Analysis and to make copies, at any reasonable time, of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, and contracts. MCDD shall supply any related reports and information as the County or the IFA may reasonably require.
 - j. MCDD will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement or the Analysis for a minimum of three years following the completion of the Analysis. If there are unresolved issues at the end of such period, MCDD will retain the books, documents, papers and records until the issues are resolved.
3. Beginning on or soon after the date the County executes the Loan, MCDD will forward to the County copies of invoices MCDD receives from consultants retained by MCDD or SDIC for work performed as part of the Analysis up to a maximum of \$3,567,712, excluding general administration, community outreach, and legal costs. The County will submit the invoices to the IFA for loan disbursements. Upon receipt of loan disbursements, the County will arrange to send the loan disbursements to MCDD or SDIC, as appropriate, as soon thereafter as reasonably possible. MCDD and SDIC will use the County’s payments solely for payment of invoices for work performed as part of the Analysis. As manager of SDIC pursuant to the District IGAs, MCDD will be responsible for administering these requirements as more fully described in Section 2 of this Agreement.
4. Loan Repayment:
 - a. At least 30 days prior to any payment date on the Loan (upon request if a Party elects to pre-pay its share as set forth in Section 4.b below), the County will notify the Parties of their proportional shares of the Loan repayment due and the total prepayment amount, based upon each Party's Reimbursement Percentage. As used in this Agreement, a Party’s “Reimbursement Percentage” is the percentage calculated by dividing the amount of such Party’s Principal Responsibility¹ by the Current Outstanding amount, both as set forth in the below table (the “Allocation Schedule”).

¹ The Principal Responsibility of MCDD and SDIC was determined based upon the percentage of total levee miles in each jurisdiction. The Principal Responsibility of the cities of Portland, Gresham, Fairview, Troutdale and Multnomah County is based upon the percentage of acreage of each jurisdiction within the boundaries of MCDD and SDIC.

Within sixty days following each annual scheduled Loan payment, the County will send to the Parties an updated Allocation Schedule, revised to reflect any reductions in principal attributable to such payments. The notice shall include the County's Local Government Investment Pool (LGIP) transfer account information to facilitate payment by LGIP transfer. Those Parties will pay the County no less than their proportional shares of the Loan repayment due within thirty days of such notification. The County's first payment date on the Loan is expected to be December 1, 2017, and the final payment date is expected to be no later than December 1, 2024.

	Principal Responsibility	Reimbursement Percentage
Fairview	\$123,908	3.4730%
Gresham	\$49,116	1.3767%
Metro	\$300,000	8.4088%
MCDD	\$1,149,744	32.2264%
Port	\$166,085	4.6552%
Portland	\$999,183	28.0063%
SDIC	\$268,027	7.5126%
State ²	\$266,085	7.4581%
Troutdale	\$224,278	6.2863%
County	\$21,286	0.5966%
Current Outstanding	\$3,567,712	100.0000%

- b. A Party may prepay all or any portion of its obligation under this Agreement at any time without penalty. Upon receipt of such amount, the County will promptly forward such amount to be applied as a prepayment of the Loan and instruct the IFA to re-amortize the loan over the remaining term of the loan. The County will reduce such Party's Principal Responsibility and the Current Outstanding amount in the most recent Allocation Schedule by such prepayment, less the amount of accrued interest attributable to such prepayment. Within sixty days following the County's receipt of a prepayment, the County will send to the Parties an updated Allocation Schedule, revised to reflect the reduction in principal and each Party's new Reimbursement Percentage.
5. If any Party fails to pay the County within sixty days of the mailing date of a notification under Section 4.a above, the County may declare the Party or Parties to be in default of this Agreement and will so notify MCDD and the defaulting Party or Parties. The defaulting

² The State of Oregon is not a party to this IGA because it will making payment of \$300,000 directly to the County to cover its Principal Responsibility under this IGA and under the aforementioned separate IGA with regard to Sauvie Island.

Party or Parties will have thirty days to cure the default following the mailing date of the County's notification of default. If a defaulting Party's nonpayment results in any penalties or increases in the amounts due under the Loan, then such default shall not affect the amounts that the non-defaulting Parties are responsible for under this Agreement.

6. MCDD and SDIC pledge to include repayment of their obligations under this Agreement in their annual budgets. Each year, MCDD and SDIC shall appropriate sufficient funds to (a) make the loan repayment due the following fiscal year; and (b) maintain a reserve fund equal to one annual repayment. MCDD and SDIC agree to levy assessments and/or make other reductions in their annual budgets in order to fund this commitment.
7. IGA Entity. MCDD, SDIC, PENN 1, and PENN 2 (the "Districts") are contemplating entering into an intergovernmental agreement pursuant to ORS 190.085 to create an intergovernmental entity to act as a joint contracting agency for the purposes of receipt and expenditure of funds and contracting for goods, services, and construction services for projects as the IFA Phase II project that benefit more than one District. Upon 30 days written notice of the creation of the entity to the parties, the entity will assume the duties and responsibilities of MCDD with regard to receipt and distribution of funding and entering into and administering contracts under this Agreement. MCDD and SDIC remain jointly responsible for ensuring that they and any entity that is created carries out the obligations under this IGA.
8. By mutual agreement, the Parties may agree to pay the entirety of the Loan from any lawfully-available funding source subsequently obtained to complete the requirements for renewed certification.
9. This Agreement may be terminated only by the County, only after (a) the Parties have paid the County their proportional shares of the principal and interest; and (b) the Loan has been fully repaid.
10. The Parties acknowledge and agree that, notwithstanding the fact that the County will be using the Parties' contribution amounts to repay the Loan, the County is the sole guarantor of the Loan. In addition, except to the extent that a Party has agreed herein to provide funds to the County so that the County can make payments on the Loan, and except for MCDD's obligations in Section 2 above, no Party is responsible for the County's performance of its obligations under the Loan. No Party is a guarantor of the performance of any other Party's obligations under this Agreement.
11. To the maximum extent permitted by law and subject to the limitations of the Oregon Tort Claims Act, ORS Chapter 30, and the Oregon Constitution, each Party will defend, indemnify, and hold harmless the other Parties and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal,

relating to or resulting from the Party's performance of its responsibilities under this Agreement.

12. The laws of the State of Oregon will govern this Agreement and the Parties will submit to the jurisdiction of the courts of the State of Oregon.
13. This Agreement may be amended at any time with the written consent of all Parties.
14. Except as otherwise provided herein, the Parties may not assign any of their rights or responsibilities under this Agreement without prior written consent from the County.

The remainder of this page is intentionally blank.

15. All notices, communications, invoices, and payments required or permitted under this Agreement must be addressed as follows:

To the County: _____

To Portland: City Debt Manager
Office of Management and Finance
1120 SW Fifth Avenue, Room 1250
Portland, OR 97204-1988
Tel. (503) 823-4222

To Gresham: The City of Gresham
Environmental Services Director
1333 NW Eastman Parkway
Gresham, OR 97030
(503) 618-3000

To Gresham for
Invoices and
Payments: The City of Gresham
City Debt Management Analyst
1333 NW Eastman Parkway
Gresham, OR 97030
503-618-3000

To Fairview: _____

To Troutdale: _____

To the Port for notices and communications: The Port of Portland
P.O. Box 3529
Portland, OR 97208
Attention: Phil Ralston
Tel. (503) 415-6331

To the Port for invoices and payments: The Port of Portland
P.O. Box 5095
Portland, OR 97208-5095
Tel. (503) 415-6000

To Metro: Metro Debt Manager
Finance & Regulatory Services
600 NE Grand Ave.
Portland, OR 97214
Tel. (503) 797-1913

To the Districts: Natural Resources Planning Manager
Multnomah County Drainage District No. 1
1880 N.E. Elrod Drive
Portland, OR 97211
Tel. (503) 281-5675

16. If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
17. This Agreement constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements or representations relating to the matters discussed herein. No waiver, consent, modification or change of terms of this Agreement will bind the Parties unless in writing and signed by each Party.
18. This Agreement is not intended, and may not be construed as intending, to establish a precedent for any future cost-sharing agreements among any of the Parties pertaining to the Districts' levees. A Party's contribution under this Agreement creates no expectation that the Party is responsible for the maintenance or repair of the Districts' levees.
19. This Agreement may be executed in counterparts. Delivery of this executed Agreement by facsimile or e-mail will be sufficient to form a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MULTNOMAH COUNTY

By: _____

Title: _____

Date: _____

Approved as to form:

County Attorney

CITY OF PORTLAND

By: _____

Title: _____

Date: _____

Approved as to form:

Deputy City Attorney

CITY OF GRESHAM

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

CITY OF FAIRVIEW

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

CITY OF TROUTDALE

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

PORT OF PORTLAND

Approved as to Legal Sufficiency:

By: _____

Title: _____

Date: _____

Assistant General Counsel

METRO

Approved as to form:

By: _____

Title: _____

Date: _____

Assistant Metro Attorney

MULTNOMAH COUNTY DRAINAGE
DISTRICT NO. 1

By: _____

Title: _____

Date: _____

SANDY DRAINAGE IMPROVEMENT
COMPANY

By: _____

Title: _____

Date: _____

Agenda Item No. 3.2

Resolution No. 15-4647, For the Purpose of Endorsing
Execution of a Memorandum of Agreement with the US Army
Corps of Engineers Regarding Mitigation of Adverse Impacts
Due to Closure of the Willamette Falls Locks

Resolutions

Metro Council Meeting
Thursday, September 17, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENDORSING) RESOLUTION NO. 15-4647
EXECUTION OF A MEMORANDUM OF)
AGREEMENT WITH THE US ARMY CORPS OF) Introduced by Chief Operating Officer Martha
ENGINEERS REGARDING MITIGATION OF) Bennett in concurrence with Council
ADVERSE IMPACTS DUE TO CLOSURE OF) President Tom Hughes
THE WILLAMETTE FALLS LOCKS

WHEREAS, On January 1, 1873, the Willamette Falls Locks opened to allow passage around the waterfall at Oregon City thereby providing access to a one river system; and

WHEREAS, in 1915, the United States Army Corps of Engineers (USACE) purchased the Locks from the private operator thereby ensuring free public passage through the Locks; and

WHEREAS, in 1974, the Willamette Falls Locks were listed on the National Register of Historic Places; and

WHEREAS, in November 2011, the USACE closed the Locks to maritime traffic, placing them in non-operational status for life safety reasons due to deterioration; and

WHEREAS, on September 23, 2013 the USACE acknowledged they have an obligation under Section 106 of the National Historic Preservation Act to address whether continued closure of the Locks is having an adverse impact on this federally owned facility listed on the national Register of Historic Places and to consult with interested stakeholders to identify appropriate mitigation measures; and

WHEREAS, on May 15, 2015 the USACE concluded that continued closure of the Locks is, in fact, having an adverse effect on the historic and cultural integrity of the facility; and

WHEREAS, the USACE has released a proposed Memorandum of Agreement defining actions to mitigate the adverse effects which includes a potential path toward the repair and reopening of the Locks; and

WHEREAS, Metro is a proposed concurring party to the Memorandum of Agreement; and

WHEREAS, on December 11, 2014 the Metro Council adopted Resolution No. 14-4576 urging the USACE to repair and reopen the Locks to all public maritime use; and

WHEREAS, on June 18, 2015 the Metro Council adopted Resolution No. 15-4621 amending the Metro budget to contribute toward the education and lobbying effort to pursue the repair and reopening of the Locks; now therefore,

BE IT RESOLVED that the Metro Council endorses Metro's execution of the Memorandum of Agreement with the US Army Corps of Engineers, as a concurring party, regarding actions to mitigate the adverse effects of continued closure of the Willamette Falls Locks.

ADOPTED by the Metro Council this ____ day of September 2015.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 15-4647, FOR THE PURPOSE OF ENDORING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE US ARMY CORPS OF ENGINEERS REGARDING MITIGATION OF ADVERSE IMPACTS DUE TO CLOSURE OF THE WILLAMETTE FALLS LOCKS

Date: September 8, 2015

Prepared by: Andy Cotugno
ext. 1763

BACKGROUND

For the past 150 years, the Willamette Falls Locks have been an important feature in the economic, social and cultural development of the State of Oregon. However, for the past decade, due to declining commercial traffic through the Locks, they have continued to decline in condition due to deferred maintenance by the owner, the US Army Corps of Engineers (USACE). Throughout this period, Metro has participated in a large coalition of interested parties through the “One Willamette River Coalition” seeking to repair the Locks and provide for their reliable operation accessible to the public for commercial and recreational purposes. During this period, the Coalition has been successful at raising federal and local funding to support repairs, periodic operations and a variety of studies on the condition and benefits provided by the Locks.

The Locks are suffering from deterioration due to deferred maintenance because of the federal laws governing the USACE budget that mandate spending priority based upon freight tonnage movements and the resulting benefit to the US economy. In November, 2011 the level of deterioration reached a critical point and the USACE closed the Locks for life safety reasons.

However, at the urging of the National Trust for Historic Preservation (a private non-profit organization) and the Advisory Council on Historic Preservation (an independent federal agency), on September 23, 2013 the USACE issued a notice of intent to initiate a stakeholder consultation process as part of their obligation to comply with Section 106 of the National Historic Preservation Act. Under this section, federal agencies are obliged to assess the impact of their undertakings on any property listed on the National Register of Historic Places. The Willamette Falls Locks are owned by the USACE, having been purchased from the private operator in 1915, and were listed on the National Register in 1974. This acknowledgement by the USACE is significant because they closed the facility on a life/safety emergency basis which is exempt from these requirements. However, continued closure, continued deferred maintenance and continued deterioration is having an adverse effect and Section 106 requires that they address appropriate mitigation measures. On May 15, 2014 the USACE issued their finding of adverse effect and documented the character of the impact that needs to be mitigated. The USACE has now released their proposed Memorandum of Agreement (MOA) defining appropriate measures to mitigate the adverse effects (see Attachment 1 to the Staff Report).

Throughout the consultation process, the overwhelming interest of the stakeholders has been to repair and reopen the Locks to public use. However, the USACE has been very clear that repair and reopening will only occur through some form of alternate ownership, operation and/or financing arrangement. This could take the form of cost sharing of a USACE sponsored initiative or transfer to a non-Corps entity. Reaching a conclusion on the preferred approach requires a substantial amount of due diligence and

ultimately an agreement from an alternate financing or operating/ownership entity. Key issues that need to be addressed are:

- Geotechnical and structural condition of the facility;
- Cost of repair and continued rehabilitation of the facility;
- An economic assessment of the continued operation of the facility through either USACE ownership or through transfer to alternate ownership;
- A cost estimate and economic assessment of full closure and decommissioning;
- An assessment of permanent closure and repair/reopening options under the National Environmental Policy Act and the National Historic Preservation Act;
- Documentation and assessment of property title conditions and property boundary definition;
- An assessment of toxic/hazardous materials within the Locks and ship canal and necessary clean-up actions;
- Delineation of any continued regulatory oversight requirements of the USACE that may transfer to a new third party owner/operator.

The proposed Memorandum of Agreement describes these needed due diligence studies and establishes a commitment by the Corps to seek funding through the USACE budget process for either full federal funding or 50/50 cost share funding. While these appropriations are subject to inclusion in the President's budget and adoption by the US Congress, the MOA documents a federal interest in providing funding based upon compliance with historic preservation laws rather than compliance with USACE laws and regulations based upon economic significance of freight movement.

The formal signatories to the Memorandum of Agreement are limited to the US Army Corps of Engineers, the Oregon State Historic Preservation Officer and the (federal) Advisory Council on Historic Preservation. However, interested stakeholders (including Metro) are invited to sign the agreement as "concurring parties." While legal standing is vested to the signatories, signing on as a concurring party represents a statement of support of the proposal and provides access to participate in the due diligence process going forward. It is recommended that Metro endorse the proposal and sign on as a concurring party.

ANALYSIS/INFORMATION

1. **Known Opposition:** No known opposition.
2. **Legal Antecedents:** Execution of the Memorandum of Agreement constitutes completion of the consultation process required under Section 106 of the National Historic Preservation Act
3. **Anticipated Effects:** The Chief Operating Officer will sign the Memorandum of Agreement after approval of this Resolution.
4. **Budget Impacts:** There are no direct budget impacts from this Resolution although there are funds in the Metro budget to support a contribution toward contracted lobbyists and for staff participation in the process.

RECOMMENDED ACTION

Recommend adoption of the Resolution.

**MEMORANDUM OF AGREEMENT BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS, PORTLAND DISTRICT,
THE OREGON STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, REGARDING
THE CLOSURE TO VESSEL TRAFFIC OF THE WILLAMETTE FALLS LOCKS,
WEST LINN, OREGON**

WHEREAS the U.S. Army Corps of Engineers, Portland District (Corps), under its emergency operational authority, closed the Willamette Falls Locks (Locks) in December 2011 to vessel traffic (the “undertaking”) due to life safety concerns related to the potentially unsafe physical conditions of the gudgeon anchors on Gates 2, 3, and 4; and,

WHEREAS the Locks are a historic property that was listed in the National Register of Historic Places in 1974, and therefore, pursuant to 36 C.F.R. § 800.5(1), the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f), the Corps notified the Oregon State Historic Preservation Officer (SHPO) on May 15, 2014 that the undertaking posed an adverse effect to the features and qualities that made the Locks eligible for listing, (Appendix A) to which the SHPO agreed; and,

WHEREAS the Corps has defined the undertaking’s area of potential effects (APE) as the Locks, associated structures, and environs, to include the Lock Operator and Administration buildings, dock, and park easement along the west side of the Locks chambers (map of APE is attached as Appendix B); and,

WHEREAS the undertaking resulted in adverse effects to historical associations, specifically, visual associations with transportation and navigation history, and with tribal access to the Willamette Falls via the Locks to conduct traditional cultural practices; and,

WHEREAS, although no immediate effect to the physical engineering qualities of the Locks was realized by the undertaking, further examination of materials and operating components of lock walls and gudgeon anchors on Gates 2, 3, and 4 would be necessary to determine if, and to what degree, further decline may have occurred since closure; and,

WHEREAS the Corps acknowledges that since 2011 there has been continued impact on certain cultural, economic, and recreational goals of the proposed Willamette Falls National Heritage Area, the 2015-designated State Heritage Area, the 2012-designated National Water Trail, and the 1999-designated American Heritage River, to all of which the Locks is a significant and contributing resource; and,

WHEREAS the Corps acknowledges that the undertaking has eliminated the potential of commercial navigation through the Locks, resulting in a loss of economic opportunity for some sectors of the community; and,

WHEREAS the Corps considers the undertaking to be an essential and immediate response to an emergency condition threatening both life and property, the Corps has through this consultation notified SHPO, the Council, and the tribes within the time and resources available (36 C.F.R. § 800.12 (b)(2) so that comments and suggestions on how to appropriately mitigate for the subject undertaking could be provided. Stipulations provided in this agreement address adverse effects that resulted from the undertaking in 2011, although the last vessel permitted through the Locks occurred in July 2013. No data or information has been identified or presented to demonstrate that the mitigation needs have changed since the date of closure; and,

WHEREAS the Locks chambers and environs are no longer publicly accessible on a regular basis due to safety concerns and budgetary constraints, the Corps has provided supervised, infrequently scheduled opportunities for on-site viewing to requesting parties and has supported various events such as the Willamette Falls Heritage Foundation’s Lock Fest; and,

WHEREAS the Corps invited participation of the Confederated Tribes of Grand Ronde (CTGR), the Confederated Tribes and Bands of the Yakama Nation, the Confederated Tribes of the Warm Springs Reservation of Oregon, and the Confederated Tribes of Siletz Indians who attach religious and cultural significance to lands within the Willamette Falls Locks and around the Willamette Falls; and,

WHEREAS the Corps has invited the West Linn Certified Local Government, National Trust for Historic Preservation (NTHP), Willamette Falls Heritage Foundation (WFHF), Clackamas County (CC), Clackamas County Historical Society, Willamette Falls Heritage Area Coalition (WFHAC), Metro, Oregon Marine Board, Oregon City, Portland General Electric, Wilsonville Concrete LLC, Marine Industrial Construction LLC, WCP INC, Pacific Northwest Waterways Association (PNWA), Restore Oregon, City of Wilsonville and other identified stakeholders to participate as concurring parties; and,

WHEREAS many of the consulting parties endorse the repair and reopening of the Locks in order to achieve potential cultural, economic, commercial and recreational goals of state and local stakeholders; and acknowledge since closure of the Locks, the Corps' annual requests for Congressionally appropriated funding for repairs have not been successful because the costs of rehabilitation outweigh the commercial navigation benefits to the nation and therefore, agree, although not part of the current undertaking or this Section 106 consultation, the most viable long term disposition of the Locks may be through a transfer of ownership to another agency or via alternative management of the facility through cost-sharing of repairs, leasing the facility, or other arrangement; and,

WHEREAS in accordance with 36 C.F.R. § 800.6(a)(1), the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effects determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii);

NOW, THEREFORE, the Corps, SHPO, and the ACHP agree that the following Stipulations will be implemented in order to mitigate adverse effects to the Locks caused by the undertaking:

STIPULATIONS

1. Conduct regular informational meetings no less than twice a year with signatories and concurring parties to report on progress made toward accomplishing Stipulations 3-9.
2. Conduct a meeting with signatories, concurring parties, and other Federal and non-Federal stakeholders a minimum of every two months, or as required, to discuss possible options for the long term disposition of the Locks. Such a meeting would be with local interests that have organized under the leadership of the Clackamas County (identified as the Willamette Falls Locks Working Group) to study issues relating to repair, reopening and operation of the Locks. The goal of the process is to develop a report described in Stipulation 4. This meeting can be accomplished during one of the meetings described in Stipulation 1. Discussions may include but not limited to:
 - 2 a. Continue discussions on conducting a 100% Federally funded engineering investigation of the Locks' essential operating materials and components in order to identify repairs needed to meet standards established by the Corps that would support the deauthorization, decommissioning, and divestment of the Locks in a safe manner and provide the future owner and operator guidance in mid and long-term capital needs such as:
 - a forensic investigation of the operating components (gudgeon anchors, masonry, and wood materials of the lock walls) using minimally invasive techniques and technologies to probe non-visible conditions and substrates;
 - an updated geotechnical condition of the facility;
 - an updated economic analysis to identify the least cost alternative to decommission the facility;

- an environmental condition of the property to assess the presence, abundance and cleanup requirements resulting from hazardous and toxic materials exposed within the locks and ship canal.
- May include pertinent structural repairs to the locks so that the locks are returned to a safe and operable condition

2b. Continue discussions with the Willamette Falls Locks Working Group regarding a 50/50 cost share study to identify the necessary analysis and administrative steps necessary for alternate ownership or management of the Locks. The study, if pursued, may include the following:

- an updated geotechnical condition of the facility, including the need for dredging and proper disposal of dredge materials;
- consideration, including an economic assessment, of transfer of ownership and/or operations of the facility to an identified transferee;
- an economic evaluation of potential reauthorization of the facility to a different mission;
- an economic analysis of the status quo closure condition;
- evaluation, including economic assessment, of de-authorization, decommissioning and divestment of the facility;
- a current cost estimate to repair and return the Locks to safe operability;
- an economic opportunity analysis of reopening and continued operation;
- a full investigation of all environmental and regulatory requirements, including addressing NEPA and Section 106 requirements of both repair and final disposition options;
- an assessment of the real estate title and boundary issues, resulting in a detailed scope, schedule and budget to resolve any potential real estate issues;
- an environmental condition of the property to assess the presence, abundance and cleanup requirements resulting from hazardous and toxic materials exposed within the locks and ship canal; and,
- assessment of any continued Corps regulatory oversight requirements that may transfer to a new third-party operator.

Should a cost shared study be of mutual interest, the Corps shall execute a separate agreement with the appropriate non-Federal sponsor.

3. Continue current caretaker activities commensurate with obligations under Section 110 of the National Historic Preservation Act to preserve and protect significant character defining features of the property, defined herein as the inspection and monitoring of the Lock's status through scheduled operation of gates to identify mechanical changes in performance; surface observation and monitoring of condition and potential deterioration of gudgeon anchors and lock walls; removal of intrusive objects or plant material that may cause harm to operating components; the arrestment of any geophysical activities that may pose harm to the resource; and the prevention of public access that may result in vandalism or other deliberately imposed harm.

4. Continue support of public outreach endeavors, including, but not limited to:

- a) In cooperation with any volunteers, permit public tours of the Locks concurrent with Corps personnel on-site inspections and minimal maintenance activities, and continue to support local endeavors to heighten public awareness and appreciation of the Locks, as exemplified by the Willamette Falls Heritage Foundation's Lock Fest.
- b) Upon requests and invitations, the Corps shall provide public presentations of the Locks' Past, Present and Future to interested organizations.
- c) Corps shall conduct on-going conditions assessment of interpretive displays and shall inventory historical items, photographs, archives, and artifacts on display at the Lock

Operator's Building and Museum, and seek professional services within the USACE or other curation facilities to inventory and conserve artifacts, archives and photos, and upgrade interpretive exhibits, so long as the Locks is in caretaker status. SHPO shall be afforded 30 days to review and comment on revisions and/or layout and content when interpretive elements are modified or replaced. The Corps shall review requests and facilitate the temporary loan of historic artifacts and resources to qualified local museums for public education purposes.

- d) In consultation with signatories to this agreement, the Corps shall contract the development of a book, website, or video documentary to commemorate the history of the Willamette Falls Locks.
5. Corps shall coordinate with the appropriate National Park Service staff prior to preparing an updated, expanded, and complete Historic American Engineering Record (HAER Level I) recordation of the Willamette Falls Locks. HAER documentation will incorporate and build upon HAER documentation previously prepared for the Willamette Falls Locks Chamber No.1 (completed in 1980). SHPO shall be provided 30 days to comment on the draft documentation, and shall be provided a copy of the final documentation when produced. Corps shall complete documentation and submit to the Library of Congress/National Park Service within 4 years of the final signature of this document.
6. Within one of year of execution of this MOA, the Corps will further consult with consulting tribes to develop a mutually agreeable plan to enable means for conducting traditional cultural practices at Willamette Falls Locks.

III. ANTI-DEFICIENCY ACT

The Corps shall make reasonable and good faith efforts to secure the necessary funds to implement this MOA. The parties agree that any requirement for obligation of funds arising from the terms of this agreement shall be subject to inclusion in the President's Budget and the availability of congressionally appropriated funds for that purpose. This agreement shall not be interpreted to require the obligation or expenditure of funds in violation of the Anti-Deficiency Act.

If compliance with the Anti-Deficiency Act alters or impairs the Corps' ability to implement the stipulations of this MOA within the term of this agreement, the Corps shall conduct supplementary consultation with the Signatories and Concurring Parties in accordance with Stipulations VII and VIII below.

IV. DURATION

This MOA will expire upon completion of requirements in the above Stipulations, or if its terms are not carried out within ten years from the date of its execution. Prior to such time, the Corps may consult with the other signatories and concurring parties to reconsider the terms of the MOA and amend or renew it in accordance with Section VII. below.

V. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, the Corps shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Corps' efforts to carry out the terms of this MOA. In addition to an annual report, per Stipulation 1 above, the Corps will conduct meetings as required with signatories, concurring parties and other stakeholders to report on progress made toward accomplishing the terms of this agreement.

VI. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with such party to resolve the objection. If the Corps determines that such objection cannot be resolved, the Corps will:

- A. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. The ACHP shall provide the Corps with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Corps will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. The Corps shall carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. TERMINATION

- A. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Section VII., above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate their interest in the MOA upon written notification to the other signatories.
- B. If the MOA is terminated, and prior to work continuing on the undertaking, the Corps must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. The Corps shall notify the signatories as to the course of action it will pursue.
- C. Execution of this MOA by the Corps, SHPO and ACHP and implementation of its terms evidences that the Corps has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

U.S. ARMY CORPS OF ENGINEERS, PORTLAND DISTRICT

Date: _____
Jose L. Aguilar, Colonel, Corps of Engineers, District Commander

OREGON STATE HISTORIC PRESERVATION OFFICER

_____ Date: _____
Ms. Christine Curran, Deputy

ADVISORY COUNCIL ON HISTORIC PRESERVATION

_____ Date: _____
Mr. John M. Fowler, Executive Director

CONCURRING PARTIES:

Signing as a concurring party is primarily a way to express agreement with the contents of the MOA and acceptance of the outcome of the process (36 CFR 800.6(c)(3)). Concurring parties do not have the rights of signatories; their approval is not needed to execute, amend or terminate the MOA.

CONFEDERATED TRIBES OF GRAND RONDE

_____ Date: _____
[insert name and title]

CONFEDERATED TRIBES OF THE WARM SPRINGS RESERVATION OF OREGON

_____ Date: _____
[insert name and title]

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

_____ Date: _____
[insert name and title]

NATIONAL TRUST FOR HISTORIC PRESERVATION

_____ Date: _____
[insert name and title]

CLACKAMAS COUNTY

[insert name and title]

Date: _____

METRO

Chief Operating Officer Martha Bennett

Date: _____

WEST LINN CERTIFIED LOCAL GOVERNMENT

[insert name and title]

Date: _____

ONE WILLAMETTE RIVER COALITION

[insert name and title]

Date: _____

WILLAMETTE FALLS HERITAGE FOUNDATION

[insert name and title]

Date: _____

WILLAMETTE FALLS HERITAGE AREA COALITION

[insert name and title]

Date: _____

RESTORE OREGON

[insert name and title]

Date: _____

PORTLAND GENERAL ELECTRIC

[insert name and title]

Date: _____

CITY OF WILSONVILLE

[insert name and title]

Date: _____

PACIFIC NORTHWEST WATERWAYS ASSOCIATION

[insert name and title]

Date: _____

CLACKAMAS COUNTY HISTORICAL SOCIETY

[insert name and title]

Date: _____

WILSONVILLE CONCRETE / MARINE INDUSTRIAL CONSTRUCTION LLC

[insert name and title]

Date: _____

WEST LINN PAPER

[insert name and title]

Date: _____

WILLAMETTE RIVER KEEPERS

[insert name and title]

Date: _____

eNRG KAYAKING

[insert name and title]

Date: _____

Agenda Item No. 4.1

Ordinance No. 15-1360, For the Purpose of Annexing to the Metro District Boundary Approximately 89 Acres Located East and West of SW Roy Rogers Road and West of SW 150th Avenue in the River Terrace Area of Tigard

Ordinances (Second Read)

Metro Council Meeting
Thursday, September 17, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE) Ordinance No. 15-1360
METRO DISTRICT BOUNDARY APPROXI-)
MATELY 89 ACRES LOCATED EAST AND) Introduced by Chief Operating Officer
WEST OF SW ROY ROGERS ROAD AND) Martha J. Bennett with the Concurrence of
WEST OF SW 150TH AVENUE IN THE RIVER) Council President Tom Hughes
TERRACE AREA OF TIGARD)

WHEREAS, Polygon Northwest has submitted a complete application for annexation of 89 acres (“the territory”) located east and west of SW Roy Rogers Road and west of SW 150th Avenue in the River Terrace area to the Metro District; and

WHEREAS, the Metro Council added the River Terrace area to the UGB, including the territory, by Ordinance No. 02-969B on December 5, 2002; and

WHEREAS, Title 11 (Planning for New Urban Areas) of the Urban Growth Management Functional Plan requires annexation to the district prior to application of land use regulations intended to allow urbanization of the territory; and

WHEREAS, Metro has received consent to the annexation from the owners of the land in the territory; and

WHEREAS, the proposed annexation complies with Metro Code 3.09.070; and

WHEREAS, the Council held a public hearing on the proposed amendment on August 27, 2015; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
2. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated August 6, 2015, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this _____ day of September, 2015.

Tom Hughes, Council President

Attest:

Approved as to form:

Alexandra Eldridge, Recording Secretary

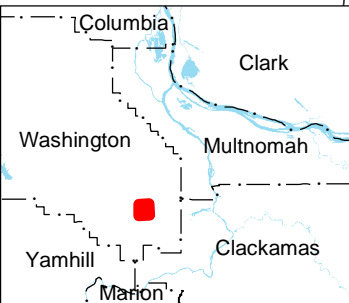
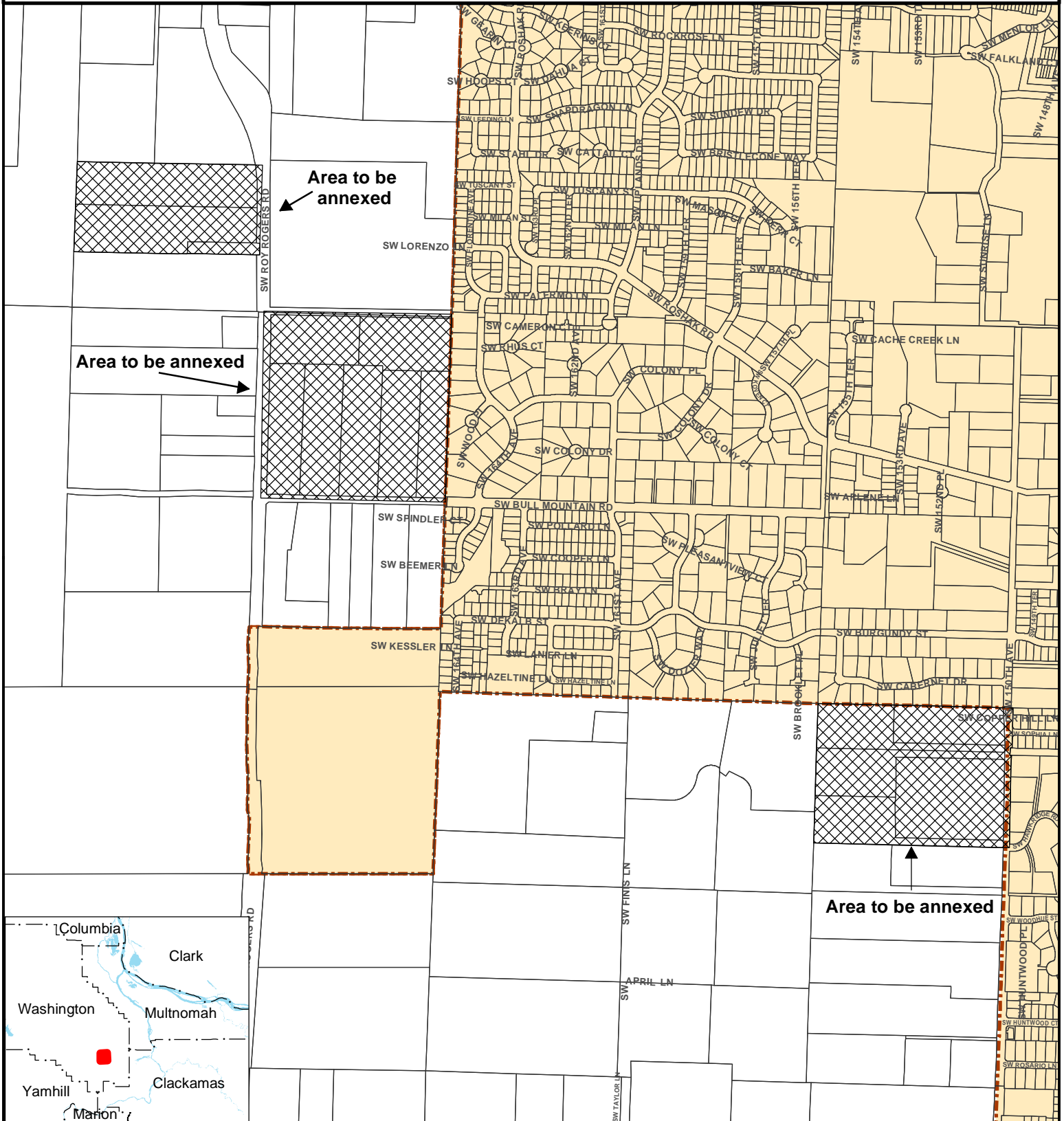
Alison R. Kean, Metro Attorney

Proposal No. AN-0415

2S1W06, 2S1W07, 2S1W08




Annexation to the Metro District Boundary

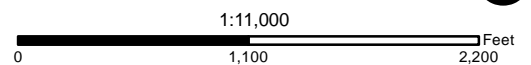
Washington County



Proposal No. AN-0415 Metro District Boundary

Research Center
 600 NE Grand Ave
 Portland, OR 97232-2736
 (503) 797-1742
<http://www.oregonmetro.gov/drc>

-  Area to be annexed
-  Taxlots
-  Metro District Boundary



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STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 15-1360, FOR THE PURPOSE OF ANNEXING TO THE METRO BOUNDARY APPROXIMATELY 89 ACRES LOCATED EAST AND WEST OF SW ROY ROGERS ROAD AND WEST OF SW 150TH AVENUE IN THE RIVER TERRACE AREA OF TIGARD

Date: August 6, 2015

Prepared by: Tim O'Brien
Principal Regional Planner

BACKGROUND

CASE: AN-0415, Annexation to Metro District Boundary

PETITIONER: Polygon Northwest Co. LLC
109 E 13th Street
Vancouver, WA 98660

PROPOSAL: The petitioner requests annexation of 15 parcels to the Metro District boundary. The applicant is currently in the process of annexing the subject property to the Clean Water Services service district.

LOCATION: The parcels are located east and west of SW Roy Rogers Road and west of SW 150th Avenue in the River Terrace area of Tigard and total 89 acres in size. A map of the area can be seen in Attachment 1.

ZONING: The property is zoned for residential use (R-4.5, R-7 and R-25) by Tigard.

The land was added to the UGB in 2002 and is part of the River Terrace Community Plan that was adopted by Tigard. The land must be annexed into the Metro District for urbanization to occur.

APPLICABLE REVIEW CRITERIA

The criteria for an expedited annexation to the Metro District Boundary are contained in Metro Code Section 3.09.070.

3.09.070 Changes to Metro's Boundary

(E) The following criteria shall apply in lieu of the criteria set forth in subsection (d) of section 3.09.050. The Metro Council's final decision on a boundary change shall include findings and conclusions to demonstrate that:

- 1. The affected territory lies within the UGB;*

Staff Response:

The subject parcel was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-969B.

- 2. The territory is subject to measures that prevent urbanization until the territory is annexed to a city or to service districts that will provide necessary urban services; and*

Staff Response:

The conditions of approval for Ordinance No. 02-969B include a requirement that Washington County apply interim protection measures for areas added to the UGB as outlined in Urban Growth Management Functional Plan Title 11: Planning for New Urban Areas. Title 11 requires that new urban areas be annexed into the Metro District Boundary prior to urbanization of the area. Washington County applied the Future Development 20 (FD-20) zone to the expansion area. The subject property was annexed to Tigard in August 2011 and January 2013 and the River Terrace Community Plan was adopted in 2014. The applicant is currently moving forward with annexation to Clean Water Services. These measures ensured that urbanization would occur only after annexation to the necessary service districts is completed.

3. *The proposed change is consistent with any applicable cooperative or urban service agreements adopted pursuant to ORS Chapter 195 and any concept plan.*

Staff Response:

The property proposed for annexation is part of Tigard's River Terrace Community Plan Area, adopted by the City of Tigard in 2014. The proposed annexation is consistent with the community plan and is required by Tigard as part of a land use application. The inclusion of the property within the Metro District is consistent with applicable cooperative urban service agreements.

ANALYSIS/INFORMATION

Known Opposition: There is no known opposition to this application.

Legal Antecedents: Metro Code 3.09.070 allows for annexation to the Metro District boundary.

Anticipated Effects: This amendment will add approximately 89 acres to the Metro District. The land is currently within the UGB and within the City of Tigard. Approval of this request will allow for the urbanization of the parcels to occur consistent with the River Terrace Community Plan.

Budget Impacts: The applicant was required to file an application fee to cover all costs of processing this annexation request, thus there is no budget impact.

RECOMMENDED ACTION

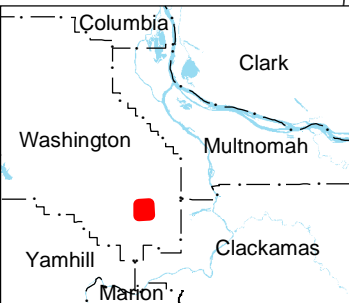
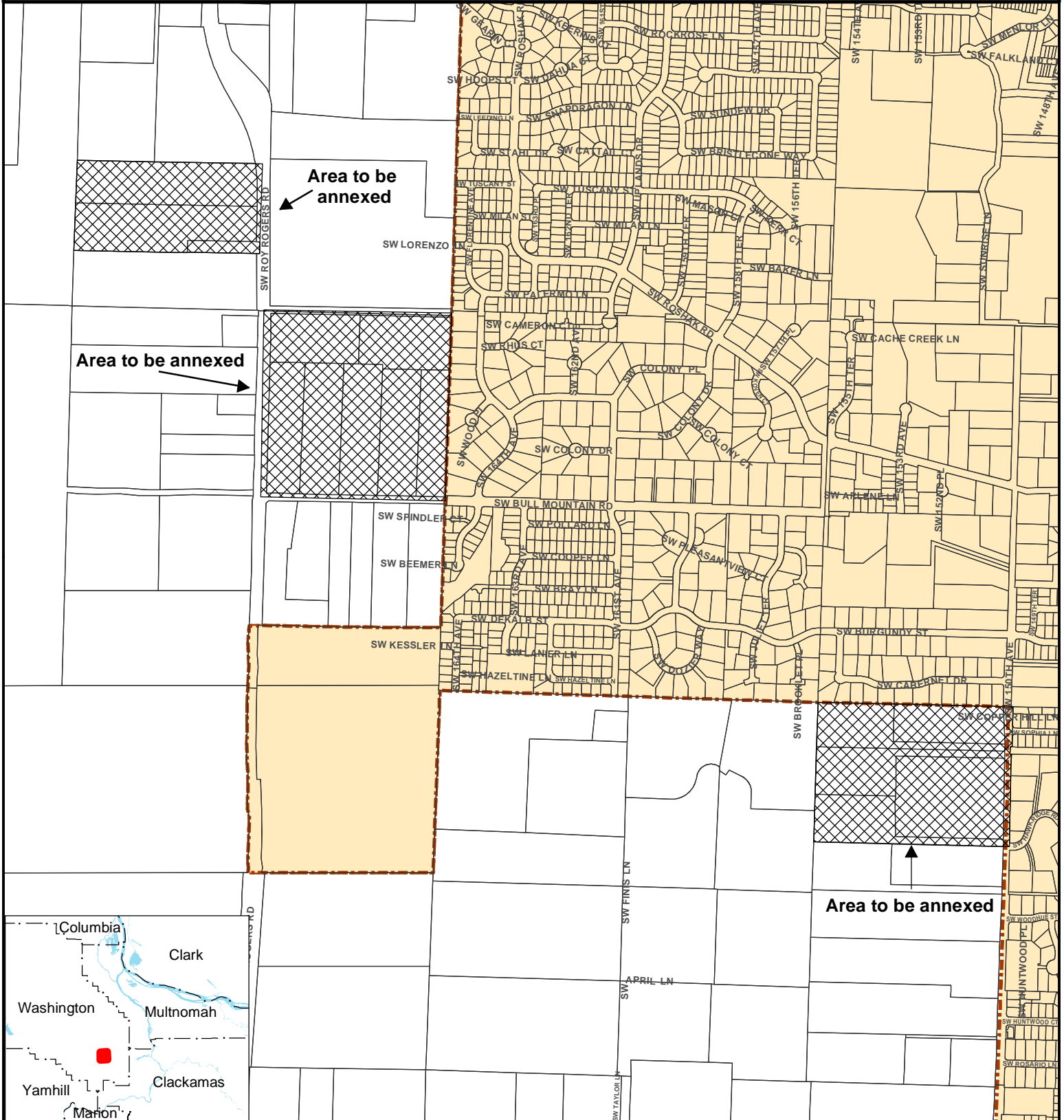
Staff recommends adoption of Ordinance No. 15-1360.

Proposal No. AN-0415

2S1W06, 2S1W07, 2S1W08

Annexation to the Metro District Boundary

Washington County

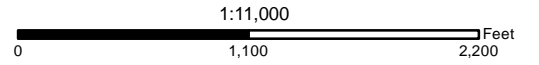


Proposal No. AN-0415 Metro District Boundary



Research Center
 600 NE Grand Ave
 Portland, OR 97232-2736
 (503) 797-1742
<http://www.oregonmetro.gov/drc>

- Area to be annexed
- Taxlots
- Metro District Boundary



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Agenda Item No. 4.2

Ordinance No. 15-1359, For the Purpose of Annexing to the Metro District Boundary Approximately 8.4 Acres Located at Tax Lot 1N117A000500 in the North Bethany Area of Washington County

Ordinances (Second Read)

Metro Council Meeting
Thursday, September 17, 2015
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE) Ordinance No. 15-1359
METRO DISTRICT BOUNDARY)
APPROXIMATELY 8.4 ACRES LOCATED AT) Introduced by Chief Operating Officer
TAX LOT 1N117A000500 IN THE NORTH) Martha J. Bennett with the Concurrence of
BETHANY AREA OF WASHINGTON COUNTY) Council President Tom Hughes

WHEREAS, Polygon Northwest Company has submitted a complete application for annexation of 8.4 acres (“the territory”) located at tax lot 1N117A000500 in the North Bethany area to the Metro District; and

WHEREAS, the Metro Council added the North Bethany area to the UGB, including the territory, by Ordinance No. 02-987A on December 5, 2002; and

WHEREAS, Title 11 (Planning for New Urban Areas) of the Urban Growth Management Functional Plan requires annexation to the district prior to application of land use regulations intended to allow urbanization of the territory; and

WHEREAS, Metro has received consent to the annexation from the owners of the land in the territory; and

WHEREAS, the proposed annexation complies with Metro Code 3.09.070; and

WHEREAS, the Council held a public hearing on the proposed amendment on August 27, 2015; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
2. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated Thursday, August 6, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this ___ day of September, 2015.

Tom Hughes, Council President

Attest:

Approved as to form:

Alexandra Eldridge, Recording Secretary

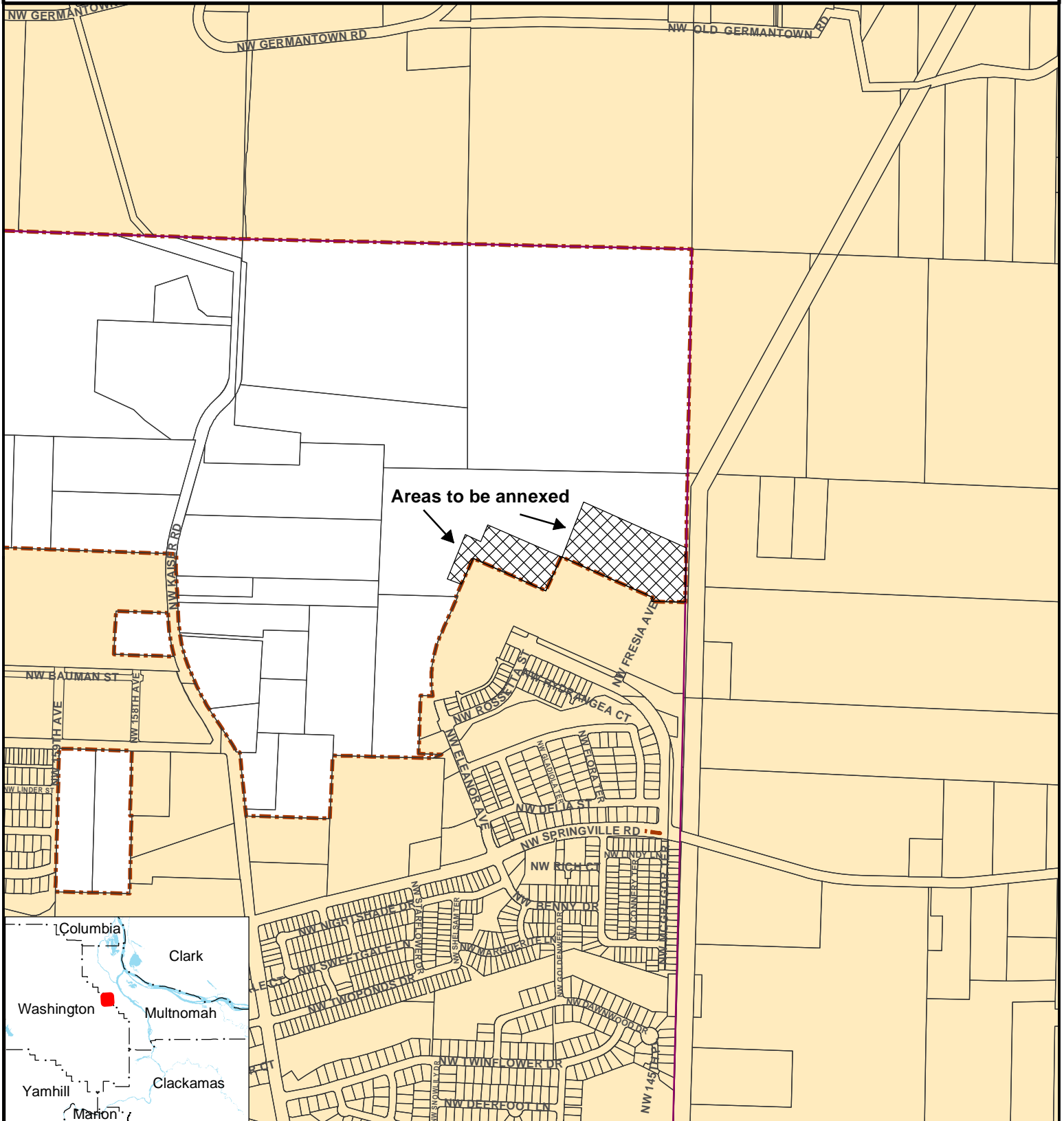
Alison R. Kean, Metro Attorney

Proposal No. AN-0315

1N1W17

Annexation to the Metro District Boundary

Washington County






Areas to be annexed




 **Metro**
 Research Center
 600 NE Grand Ave
 Portland, OR 97232-2736
 (503) 797-1742
<http://www.oregonmetro.gov/drc>

Proposal No. AN-0315 Metro District Boundary

-  Area to be annexed
-  Taxlots
-  Metro District Boundary

1:9,316

0 970 1,940 Feet



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STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 15-1359, FOR THE PURPOSE OF ANNEXING TO THE METRO BOUNDARY APPROXIMATELY 8.4 ACRES LOCATED AT TAX LOT 1N117A000500 IN THE NORTH BETHANY AREA OF WASHINGTON COUNTY

Date: August 6, 2015

Prepared by: Rebecca Hamilton
Regional Planner, Ext. 1721

BACKGROUND

CASE: AN-0315, Annexation to Metro District Boundary

PETITIONER: Polygon Northwest Company
109 E. 13th Avenue
Vancouver, WA 98660

PROPOSAL: The petitioner requests annexation of one parcel to the Metro District boundary. The applicant is currently in the process of annexing the subject property to the necessary service districts in Washington County.

LOCATION: The parcel is located at tax lot 1N117A000500 in the North Bethany Area of Washington County. The parcel is 8.4 acres in size. A map of the area can be seen in Attachment 1.

ZONING: The property is zoned for residential use (R-9 NB, R-15NB, R-24NB) by Washington County.

The land was added to the UGB in 2002 and is part of the North Bethany Subarea Plan that was adopted by Washington County. The land must be annexed into the Metro District for urbanization to occur.

APPLICABLE REVIEW CRITERIA

The criteria for an expedited annexation to the Metro District Boundary are contained in Metro Code Section 3.09.070.

3.09.070 Changes to Metro's Boundary

(E) The following criteria shall apply in lieu of the criteria set forth in subsection (d) of section 3.09.050. The Metro Council's final decision on a boundary change shall include findings and conclusions to demonstrate that:

- 1. The affected territory lies within the UGB;*

Staff Response:

The subject parcel was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-987A.

- 2. The territory is subject to measures that prevent urbanization until the territory is annexed to a city or to service districts that will provide necessary urban services; and*

Staff Response:

The conditions of approval for Ordinance No. 02-987A include a requirement that Washington County apply interim protection measures for areas added to the UGB as outlined in Urban Growth Management Functional Plan Title 11: Planning for New Urban Areas. Title 11 requires that new urban areas be annexed into the Metro District Boundary prior to urbanization of the area. Washington County also requires the land to be annexed into the appropriate sanitary sewer, water, park and road service districts prior to urbanization occurring. The applicant is currently moving forward with the necessary annexation requirements with Washington County. These measures ensured that urbanization would occur only after annexation to the necessary service districts is completed.

3. *The proposed change is consistent with any applicable cooperative or urban service agreements adopted pursuant to ORS Chapter 195 and any concept plan.*

Staff Response:

The property proposed for annexation is part of Washington County's North Bethany County Service District, established by the County Board of Commissioners on June 7, 2011. The proposed annexation is consistent with that agreement and is required by Washington County as part of a land use application. The inclusion of the property within the Metro District is consistent with all applicable plans.

ANALYSIS/INFORMATION

Known Opposition: There is no known opposition to this application.

Legal Antecedents: Metro Code 3.09.070 allows for annexation to the Metro District boundary.

Anticipated Effects: This amendment will add approximately 8.4 acres to the Metro District. The land is currently within the UGB in unincorporated Washington County. Approval of this request will allow for the urbanization of the parcels to occur consistent with the North Bethany Subarea Plan.

Budget Impacts: The applicant was required to file an application fee to cover all costs of processing this annexation request, thus there is no budget impact.

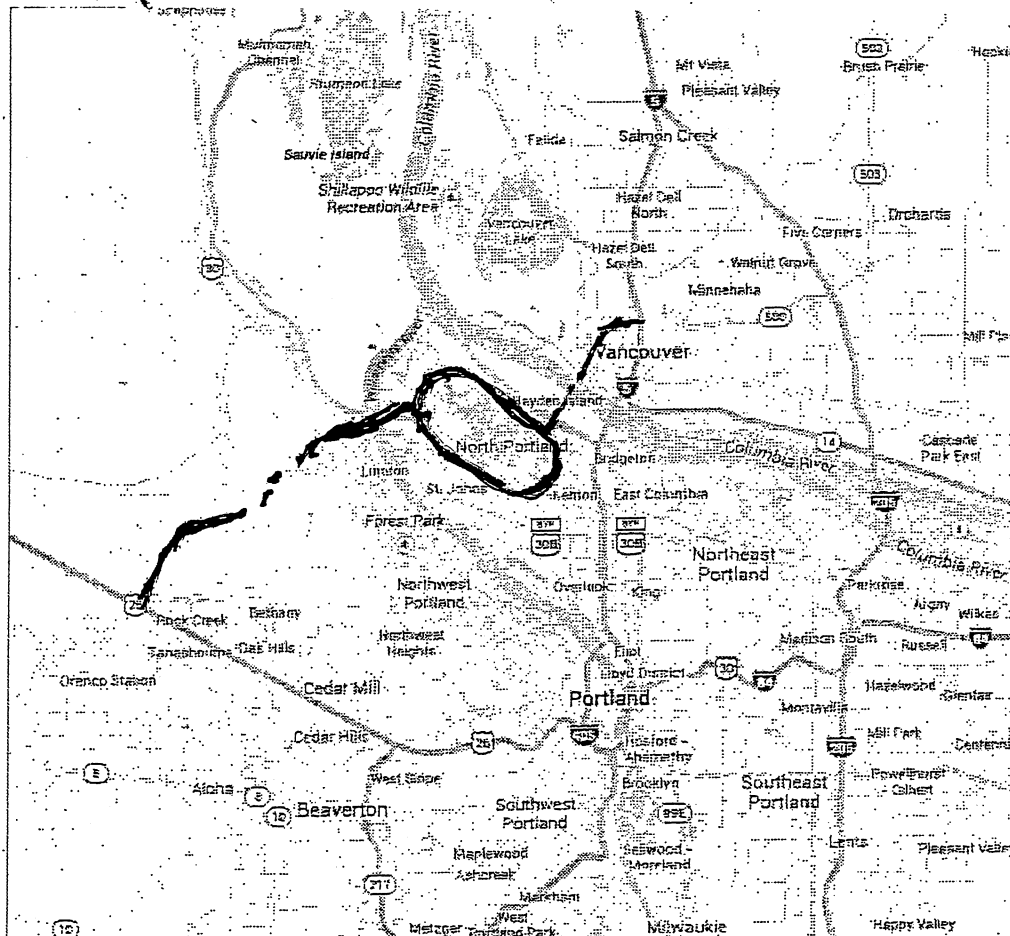
RECOMMENDED ACTION

Staff recommends adoption of Ordinance No. 15-1359.

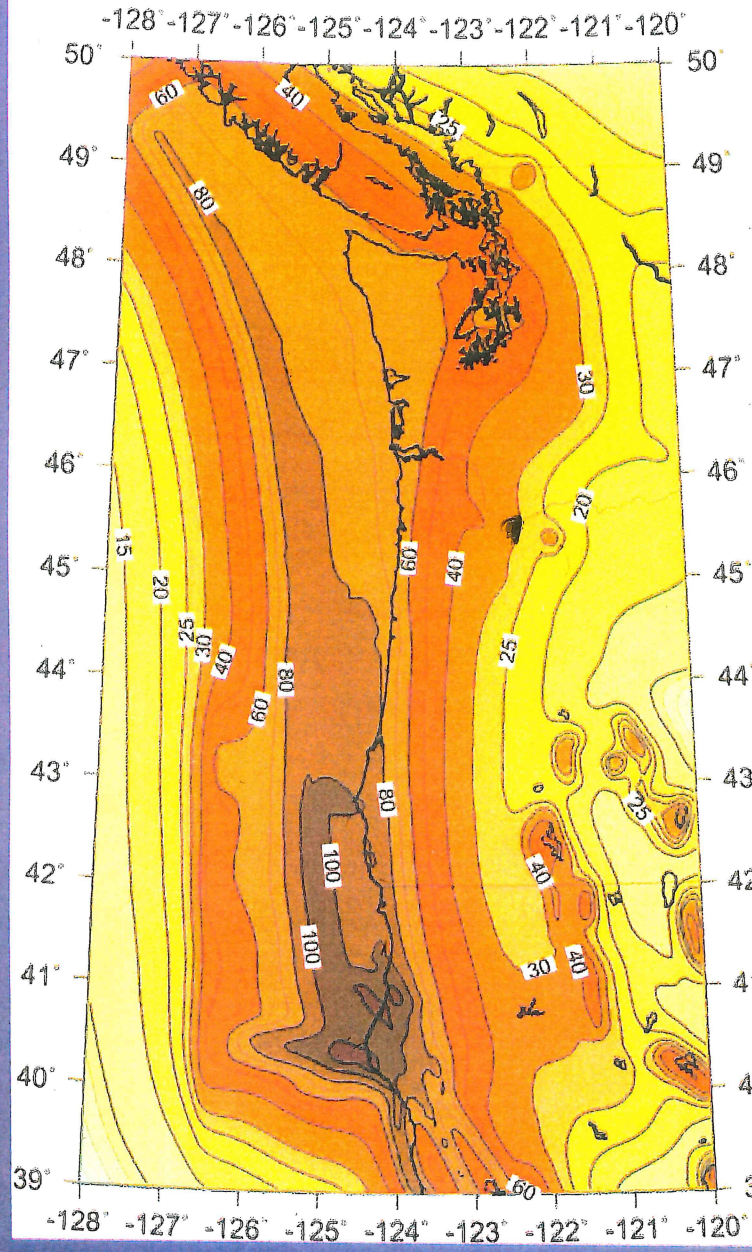
Materials following this page were distributed at the meeting.

Western Arterial Highway Makes Sense

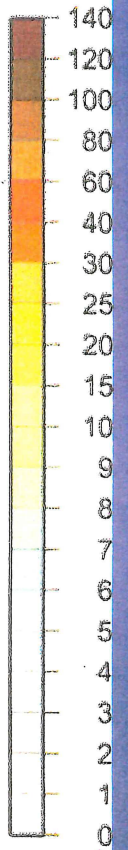
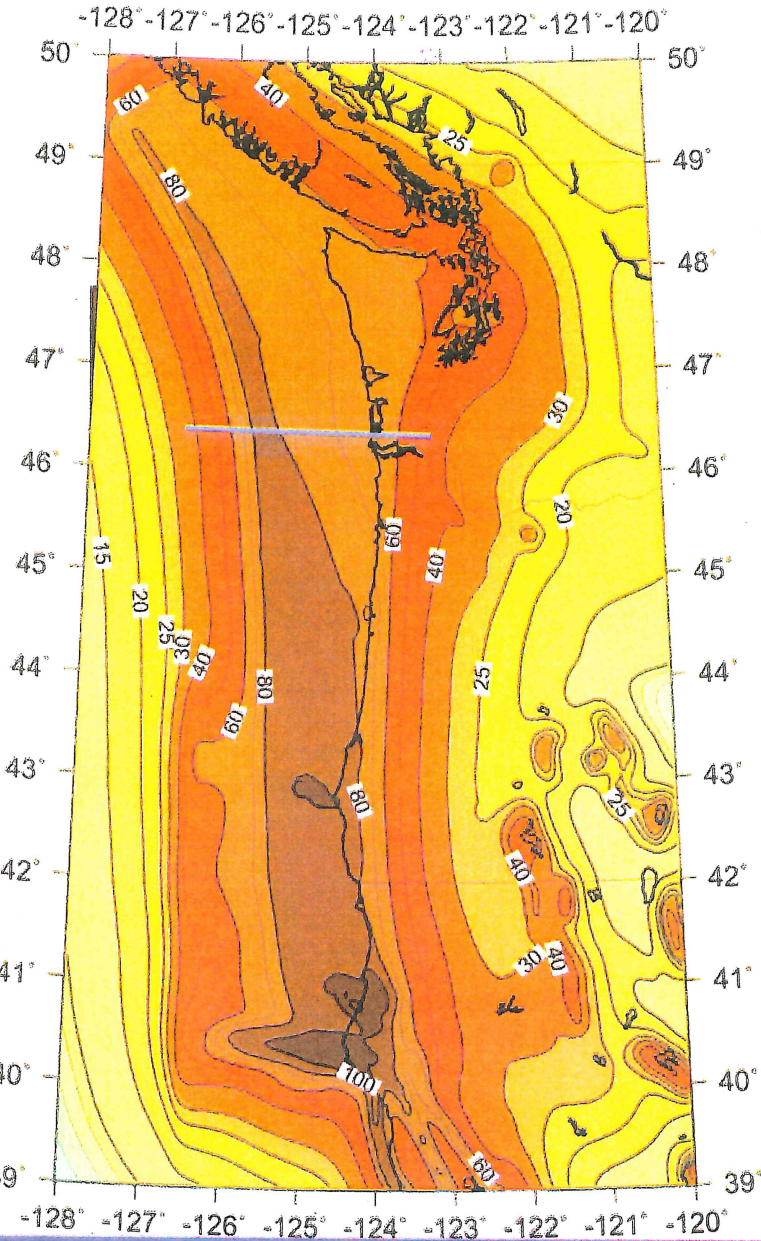
- Immediate relief to I-5 congestion
- Shortcut from Vancouver to US Hwy 26
- Close to METRO West Side Trail System
- Double through arch design with large center pier
- Recreational uses and underwater power turbines
- Recharge hybrid electric buses C TRAN or Tri Met
- Connects to major highways and arterial
- produce components for metal through arch design bridges



with Goldfinger et al. (2012) half weight



with floating ruptures in southern CSZ
1000 yr for M8.0-8.7 b=0



Turbidite Workshop, OSU, Nov 18-19, 2010

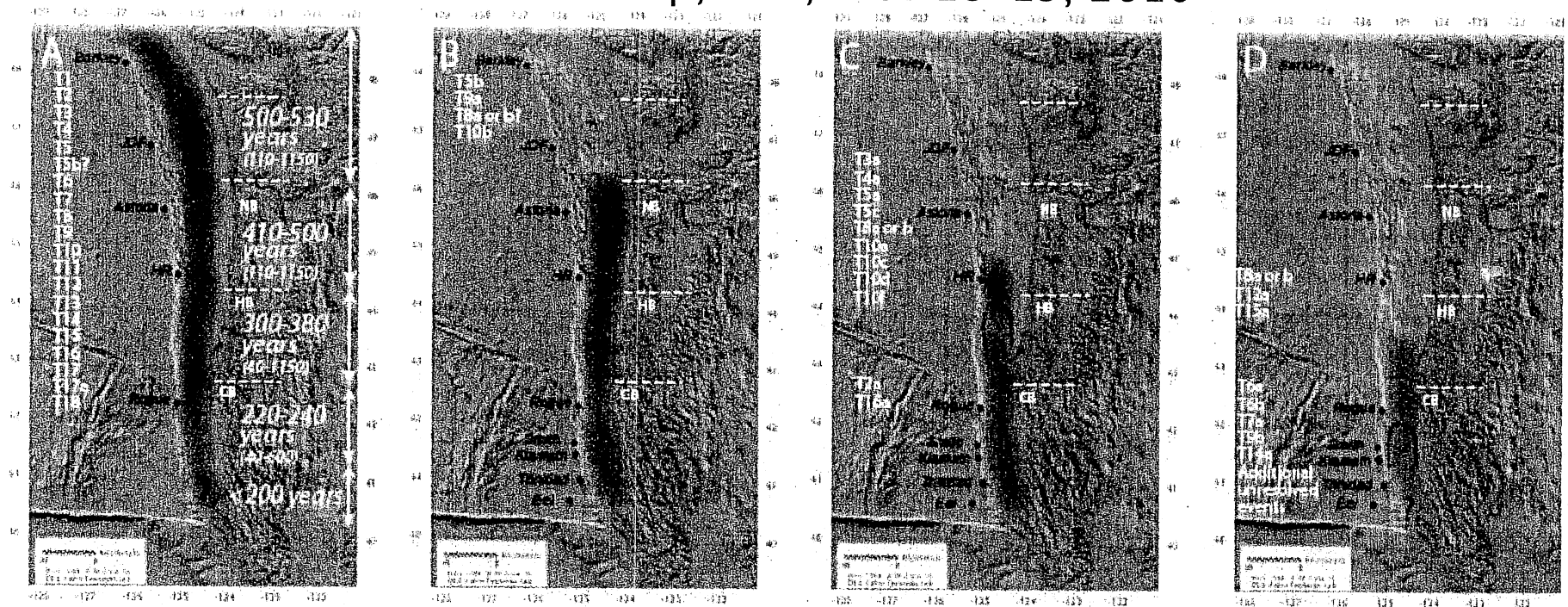


Figure from Goldfinger et al. (in press), great earthquake ruptures inferred from turbidites over past 10,000 years

We convened workshop at OSU on Nov 18-19, 2010 to evaluate turbidite data for constraining recurrence models for CSZ

- 1) Consensus on M9 whole CSZ rupture events with ave. recurr. time of 500-600 yr (or serial M8's in some cases)

Alternative approaches considered

- Use Goldfinger et al. (2012) observations to solve for single and multiple-segment rupture rates that give equal slip from M8.0–8.7 quakes for 3 inferred segments: Cape Mendocino to Cape Blanco; Cape Blanco to Heceta Bank; Heceta Bank to Nehalem Bank. Set up inversion to solve for 6 rupture rates from slip rates and recurrence observations from cores
- Just downweight observations of smaller ruptures in Goldfinger et al. (2012), keeping a total recurrence of 1000 yr from workshop recommendation; rather than giving half weight to entire model for M8.0–8.7

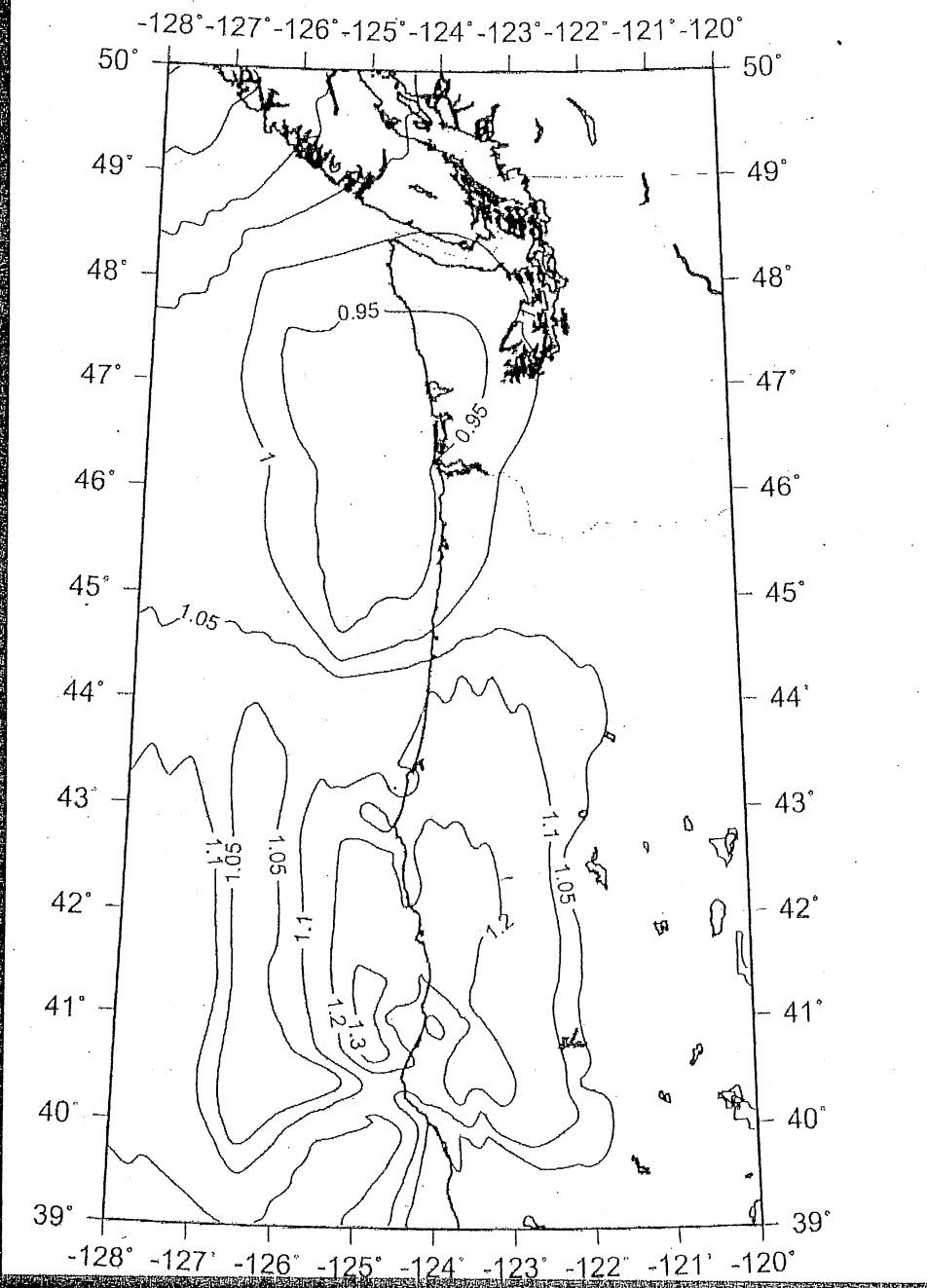
Northern CSZ

- No consensus on rates of earthquakes that just rupture northern CSZ
- Atwater suggests zone in northern part of CSZ may be as active for M8's as southern CSZ (based on "extra events" at Discovery Bay, Saanich Inlet), but others at workshop disagreed
- Most people at workshop felt southern CSZ had higher hazard than northern CSZ.

workshop consensus on southern CSZ

- About 10 partial rupture events in past 10,000 years (half of number in Goldfinger et al., in press). Some workshop participants questioned correlations of gravity and magnetic logs from widely-spaced cores. However, most thought the rough correspondence of rates between turbidites and on shore data (Bradley Lake, Sixes River) was indicative of M8+ earthquakes that ruptured only the southern CSZ
- Implies recurrence time of about 340 years in southern CSZ for earthquakes of M8 or larger (including M9 events with average recurrence time of 500 yr)
- Note that we already have M8.0–8.7 partial CSZ rupture events in current model, but they are distributed along whole zone)
- Also discussed possible segmentation of southern CSZ (Cape Blanco, Heceta Bank, etc)

Goldfinger et al. (2012) half wt / 2008





Portland Transport

A conversation about access and mobility in the Portland/Vancouver region

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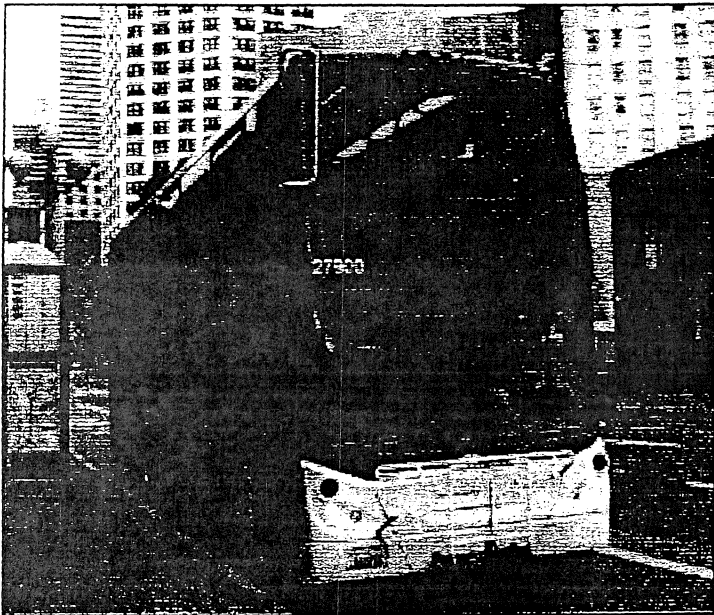
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September 7, 2012

Guest Post: Community Transit Double Tall Buses After One Year

This is a guest post from regular contributor Ron Swaren. Anyone who wishes to submit a guest post is welcome to contact the moderators and we will be happy to assist you.



Photograph by Takeshita kenji, courtesy of Wikipedia.

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Community Transit of Snohomish County, Wahington (north of Seattle) inaugurated its fleet of 23 "Double-Tall" express buses in March, 2011. The passenger capacity is equivalent to articulated buses (77 seated), but they perform

Green Car Congress

Energy, technologies, issues and policies for sustainable mobility

Proterra extended range electric bus delivers 258 miles on one charge of 257 kWh pack

3 September 2015

A Proterra 40-foot Catalyst XR (extended range) electric bus drove 258 miles (415 miles) on a single charge under test conditions at Michelin's Laurens Proving Grounds (LPG). The Catalyst XR configuration for the max mileage test used 8 NMC Li-ion battery packs, with a total energy capacity of 257 kWh. Average speed was 30 mph (48 km/h); average energy consumption was 0.8 kWh/mile.

Proterra offers both extended-range (XR) and fast-charge (FC) versions of its electric bus, using different battery technologies. ([Earlier post](#).)

- Proterra's TerraVolt FC fast charge battery options (lithium titanate, LTO chemistry) allows for maximum run time with minimum dwell time. This system can be recharged on-route in less than ten minutes with a 500kW charge rate. Fast charge configured buses can also be charged in-depot to take advantage of off-peak charging times. Proterra has demonstrated that this option can travel more than 700 miles in 24-hour period. Proterra's fast charge vehicle uses a 100 kWh pack.
- The new Catalyst XR Extended Range product uses an NMC higher energy density pack, said Horton, allowing flexibility in the deployment of electric buses on routes of all types. The XR is compatible with the fast charging equipment (although the charge will not be as quick as with the FC); full charge recovery can be accomplished in less than 90 minutes.

Based on the new test results, Proterra predicts its ten pack XR configuration (321 kWh) will achieve 300 miles (483 km) on a single charge. According to available General Transit Feed Specification (GTFS) data, typical urban and rural bus routes in the United States run less than 200 miles a day, bringing most routes within reach of Proterra's current technology.

Beyond meeting a given route's minimum range requirements, Proterra electric vehicles are poised to make a significant impact on the transit market because of the Catalyst's low operational cost per mile compared to diesel, CNG, and diesel-hybrid buses. Over the 12-year life of a bus, Proterra customers will reduce maintenance costs, saving around \$135K.