

## EXHIBIT A

PORTLAND INTERNATIONAL AIRPORT

RESOLVED, that the Port City of Portland supports the annexation of Portland International Airport to the City of Portland subject to the following conditions:

GENERAL CONDITIONS FOR WATER SUPPLY, SANITARY SEWERS, STREET IMPROVEMENT AND MAINTENANCE, LIGHTING AND STORM DRAINS

1. In all cases it is to be assured that the Port may itself pay for such streets, water mains or sewer lines, or lighting fixtures as may be required by development schedules. When the City is requested to construct, install, design or develop streets, water mains or sewer lines or lighting fixtures, adequate notice shall be given for budgeting, scheduling, design and construction of these facilities. Facilities constructed to City standards will be maintained by the City. The construction of streets, water mains, or sewer lines or storm drains will be in accordance with City standards and ordinances in effect on the date of construction in cases where different from the provisions cited in the following conditions. Reference is hereby made to map of Portland International Airport, November, 1975, which clarifies location and status of basic services at PIA.
2. The Port will pay "inside" City rates for City services where there is a differentiation between "inside" and "outside" City rates.

## WATER SUPPLY

1. The Portland Bureau of Water Works will design and install a 24-inch water main commencing at its 36-inch supply main at N. E. 64th Avenue and ~~Preseott~~ Skidmore Street and terminating at N. E. 82nd Avenue and Airport Way.

The Port of Portland will furnish and the Bureau of Water Works will install meters and backflow prevention devices at N. E. Cornfoot Road and Alderwood Road which will become the point of delivery from the City to the PIA. All costs associated with installation of the meters and backflow prevention devices will be borne by the Port of Portland.

The Bureau of Water Works will pay for that portion of the water main between N. E. 64th Avenue at Skidmore and the meter location up to revenue allowances set forth in Section 21.08.030 of the Code of the City of Portland. Should the cost of this portion of the main extension exceed revenue allowances, the balance would be borne by the Port, ~~should-the-cost-be-less-than-the-revenue-allowance,~~  
~~the-Port-will-receive-credit-toward-the-cost-of-the-remaining~~  
~~portion.~~

The Port will pay all costs associated with that portion of the main installation between the metering location and the terminus of the main at N. E. 82nd and Airport Way including connections to existing Port facilities. The Port will own and maintain this portion of the main.

The Water Bureau will continue to coordinate design efforts with the Port. The Port reserves the right of approval of location of facilities on Port property.

2. The Port agrees to transfer title to the existing 12-inch waterline between N. E. 68th and Prescott Avenue and the intersection of Cornfoot Road at Alderwood Drive to the City and pay for the cost of the relocation of the meter connection thereto.
3. The City will continue to maintain the existing City water system including mains, meters and other water service equipment necessary to supply water to the master meters of the PIA.
4. The City will maintain adequate water supplies to the master meter supplying PIA at a quality meeting Federal Interstate Carriers water standards, at the City's expense.
5. The cost of meters, backflow prevention devices, system development charges, as specified by City ordinance, and installation charges for the development of new lateral lines on Port property at PIA would be the responsibility of the Port.
6. The City is agreeable to providing water service to the Marina should the Port request an extension of a waterline in public right-of-way beginning at N. E. 33rd Avenue at Riverside Way and would allow revenue for the cost of such main installation based on the size of service to the Marina. Should the Port elect to provide water service to the Marina through Port property, the City is agreeable to the Port serving the Marina.
7. The City is agreeable to permitting a connection to the 12-inch main at N. E. 33rd Avenue and Riverside Way with a 6-inch line to permit the Rose City Water District a connection to supply their service area adjoining the west boundary of the Portland International Airport and along the Columbia River. The cost of this service extension would not be borne by the City.

SANITARY SEWERS

- i. The development and maintenance of existing and future sanitary sewer lines and pump stations at Portland International Airport would be the responsibility of the Port through existing agreements with Multnomah County, with the exception of that portion of PIA property lying westerly of the following described line: Beginning at the S. W. corner of Section 7, Township 1 North, Range 2 East of the Willamette Meridian, Multnomah County, Oregon; thence N. 20° 47' E. 8900 feet more or less to the Columbia River and there terminating. located in the southwest quadrant of the airport bordered by Runway-2 and Runway-10R Building Restriction Lines as defined by Federal Aviation Regulation Part-77 and the FAA-authorized airport boundary as depicted on the Interim Airport Layout Plan (1975).

This latter property would be sewered when required to provide service for the Port of Portland property based upon designated and approved uses established in a completed PIA Master Plan and connected to the City of Portland sewer system. Accordingly accessibility to monitor discharges shall be provided to the City and if portions of the service area are sold from Port of Portland ownership, that portions of the sewer system may become part of the City of Portland's public sewer system. The total peak sanitary flow does not exceed 1800 gallons per minute. Gravity sanitary sewers or force mains required to serve the above described westerly area of PIA may be constructed through Local Improvement District (LID) procedures. Construction and operation of pump stations that may be required for this area will be provided in accordance with City resolutions and ordinances in effect at the time construction occurs. Adequate advance notice will be allowed for the design and construction of these facilities if they are constructed through LID procedures.

The decision to install and connect to the City system sewers in the area north of runway 10R west of the line described above if required, will be based upon engineering cost feasibility since there may be economic limitations on the connection of sewers in this isolated area to the City.

The Port of Portland and the City of Portland will negotiate in good faith with respect to the design and construction of the system for joint use by other than Port of Portland or its tenants if required, provided any additional cost is not borne by either the City of Portland or the Port of Portland.

*( Should be  
"sewer system provided that the  
total peak sanitary flow does not exceed  
1800 gallons per minute."  
Re R. Baldwin 11/2/76 )*

2. The City agrees that City sewer charges are not applicable to the easterly portion of the Airport property as provided in Chapter 17.36 of the Portland City Code, so long as since the Port has a contract with Multnomah County for the transportation and treatment of sewage originating within that portion of the Airport property.
3. The City will support the Port's EPA grant request for sewer service to the Marina.

#### STREET IMPROVEMENT AND MAINTENANCE

1. Port-owned streets will continue under Port ownership and maintenance and will not be required to be brought up to City standards.
2. City will not require Port to upgrade existing county roads to City standards. If such facilities are upgraded to City standards through normal permit or petition criteria and procedure, the City will then accept them for maintenance.
3. Future local streets which will be requested to be dedicated public rights-of-way will be constructed to City standards by normal City permit or petition criteria and may be constructed through LID procedures. Future streets which will not be dedicated public rights-of-way will be constructed by Port of Portland.
4. The Port will assume the responsibility for the local share required where federal highway funds are used to assist in construction of on-site access streets which are mutually planned by Port and City.

#### STREET LIGHTING

1. The City will take over energy and maintenance costs for any future dedicated street lights along dedicated rights-of-way, but will not be responsible for lighting along Port roads or on Port property.
2. The City will provide new street lights along dedicated rights-of-way as requested through petition procedures and may be constructed through LID procedures. Port may request more than minimum standard street lights, and will be responsible for added costs of lights.
3. ~~---If the Port requests street lights which exceed the City's minimum lighting standard on public rights-of-way, the increased capital costs will be paid through LID procedures.~~



#### STORM DRAINS

1. Maintenance of existing storm drains on Port property at PIA will remain the responsibility of the Port.
2. The City will not require the Port to upgrade the existing storm drains nor will it maintain or require upgrading of storm drains maintained by the Multnomah County Drainage District No. 1.
3. Improvements to existing storm drains required in conjunction with the construction of new dedicated roadways may be constructed under LID procedures.
4. Future required storm drains may be constructed under LID procedures.

#### PARKS AND RECREATION

1. The City of Portland agrees to support Plan 1 as proposed by the U. S. Army Corps of Engineers, for flood protection, recreation development and fish and wildlife enhancement for the Rivergate-North Portland area as established in City Ordinance 31608.

#### POLICE PROTECTION

1. The Port will continue to maintain existing PIA police and services in an undiminished function and operation.
2. The City will provide police service to Portland International Airport at a minimum level equal to that presently provided by the Multnomah County Department of Public Safety which includes:
  - a. The City police will respond to airport requests for assistance according to the need of the annexed PIA area.
  - b. The City police will respond and provide service on public rights-of-way in the annexed PIA area.
  - c. The City police will work closely with the Port of Portland police during VIP visits, demonstrations, strikes, and other crowd control conditions.
  - d. The Port police will assist and support City police in crime scene and criminal investigations as requested.

## FIRE PROTECTION

1. The Port will continue to maintain the existing Crash Fire Rescue station and team in an undiminished function and operation to handle aircraft emergencies and aircraft fires.
2. The City will secure and provide a level of fire-fighting capabilities and response time to Portland International Airport at a minimum equal to the present level of service and will support a fire rating of 2A.
3. The City will ~~immediately~~ extend fire alarm system and fire prevention service to PIA-, commencing upon the effective date of annexation.

## BUILDING CODE

1. The Port and its tenants will not be required to upgrade any existing structures including the new terminal building at PIA to meet City building code regulations.

## PLANNING AND ZONING

1. Upon annexation, consistent with existing state and local codes, the City will recognize and enforce current county zoning.
2. The City agrees to work with the Port in completing a PIA Master Plan and work towards its adoption by the City within one year after its adoption by the Port Commission.

## ADDITIONAL GENERAL CONDITIONS OF UNDERSTANDING

1. The City will agree to continue to cooperate with the Port in meeting FAA airport operation requirements.
2. No ordinances shall be passed which restrict or jeopardize aviation operations which are regulated by appropriate federal statutes, regulations or agencies.
3. The Port will be exempt from paying development costs for off-~~street~~ road improvements connecting to PIA.
4. All of the <sup>should be "into" per H. Baldwin 1/3/70.</sup> contiguous Port-owned property at PIA will be annexed except for the Port-owned Columbia River islands and east of the I-205 alignment. The annexation of future PIA properties as defined in the interim Airport Layout Plan but not within the City of Portland will be a matter of future discussion between the Port and the City.

RIVERGATE INDUSTRIAL DISTRICT (RGID)

RESOLVED, that the ~~Port~~ City of Portland supports the annexation of Rivergate Industrial District, subject to the following conditions:

GENERAL CONDITIONS FOR WATER SUPPLY, SANITARY SEWERS, STREET IMPROVEMENT AND MAINTENANCE, LIGHTING AND STORM DRAINS

1. In all cases it is to be assured that the Port may itself pay for such streets, water mains or sewer lines, or lighting fixtures as may be required by development schedules. When the City is requested to construct, install, design or develop streets, water mains or sewer lines or lighting fixtures, adequate notice shall be given for budgeting, scheduling, design and construction of these facilities. The construction of streets, water mains, or sewer lines or storm drains will be in accordance with City standards and ordinances in effect on the date of construction in cases where different from the provisions cited in the following conditions. Reference is hereby made to map of Rivergate Industrial District Development, November, 1975, which clarifies location and status of basic services at RGID. Facilities constructed to City standards will be maintained by the City.
2. The Port and its tenants will pay "inside" City rates for City services where there is a differentiation between "inside" and "outside" City rates.

WATER SUPPLY

1. The City will install all future waterlines, pumps and other water service equipment in Rivergate according to Port and City mutually-agreed upon schedules. The City will pay for the construction of all future water service lines (mains) and appurtenances at Rivergate up to the amount covered by the revenue allowance. The Port will pay the costs of the lines (mains) not covered by the revenue allowance. Port costs will be refundable if certain conditions are met as described in the City's Water Rules and Regulations for the Supply and Use of Water.
2. The City will maintain existing and future waterlines and facilities at Rivergate at no direct cost to the Port and according to the City's General Policies as stated in the City's Water Rules and Regulations for the Supply and Use of Water.
3. The Port will bear the cost for the replacement of the temporary water main at the Columbia Slough crossing with a permanent installation at such time as a fill or bridge is constructed at that location.

4. The cost of meters, backflow prevention devices, system development charges, as specified by City ordinance, and installation charges for the development of new mains and lateral lines on Port property at Rivergate would be the responsibility of the Port.

#### SANITARY SEWERS

1. The City will allow the use of septic tanks, subject to the approval of Multnomah County Sanitation Division.
2. New gravity flow sanitary sewers or force mains may be constructed through Local Improvement District (LID) procedures and designed to City standards and the City will maintain sewers or mains constructed.
3. The City will assume maintenance of existing gravity trunk, lateral and branch sanitary sewers to proposed curb lines of public rights-of-way, as identified below. Existing sanitary sewers that are not in a public right-of-way will also be maintained by the City if the Port provides adequate easement rights for proper operation and maintenance of the sewers. This condition is based upon a City review of the as constructed plans for the existing sanitary sewer lines at Rivergate which finds them in general conformance with City standards. The City assumes that these sewer lines were built to specification and agrees to maintain these sanitary sewer lines which are located on:
  - N. Ramsey Blvd. between the intersection of N. Rivergate Blvd. and N. Ramsey Blvd. and a point approximately 400 feet northeast of the intersection of N. Ramsey Blvd. and N. Lombard Street.
  - N. Lombard Street from a point approximately 800 feet southeast of the intersection of N. Lombard Street and N. Ramsey Blvd. to a point approximately 400 feet north of the intersection of N. Lombard Street and N. Simmons Road.
  - N. Simmons Road from the water reservoir to N. Lombard Street.
  - The southwestern boundary of the Oregon Steel Mills property, approximately 1,600 feet in length.

If specific field investigation finds that any or all of these sewer lines do not meet City standards, the City will not be responsible for maintenance of the lines until such time as they are upgraded to meet City standards. The City will not require immediate upgrading of these lines.

4. The City will take over the operation and maintenance of the two (2) existing pump stations in RGID if the Port of Portland deeds to the City sites for these stations.



5. The City will provide construction, operation and maintenance of ~~four-(4)~~ additional pump stations. ~~at no expense to the Port if adequate sites are provided.~~

#### STREET IMPROVEMENT AND MAINTENANCE

1. Port-owned streets will continue under Port ownership and maintenance and will not be required to be brought up to City standards.
2. The City will not accept-for-ownership-and-maintenance-existing-county-roads. require Port to upgrade existing County roads to City standards. If Bonneville Way from N. Columbia Blvd. to the south RGID boundary is upgraded to City standards through normal permit or petition criteria and procedures, the City will then accept it for maintenance.
3. Future local streets to be dedicated public rights-of-way will be constructed to City standards by normal City permit or petition criteria and may be constructed through LID procedures. Future streets which will not be dedicated public rights-of-way will be constructed by the Port of Portland.
4. The Port will assume the responsibility for the local share required where federal funds are used to assist in construction of on-site access streets which are mutually planned by the Port and City.

#### STREET LIGHTING

1. The City will take over energy and maintenance costs for all existing street lights along dedicated rights-of-way, but will not be responsible for lighting along Port roads or on Port property.
2. The City will provide new street lights along dedicated rights-of-way as requested through petition procedures and may be constructed through LID procedures.
3. If the Port requests street lights that exceed the City's minimum lighting standard, increased capital costs will be paid through LID procedures.

#### STORM DRAINS

1. The City will assume maintenance of existing storm sewers and outfalls.

This condition is based upon a City review of the as constructed plans for the existing storm drains at Rivergate which finds them in general conformance with City standards. The City assumes that these storm drains were built to

specification and agrees to maintain these storm drains which are located on:

- N. Rivergate Blvd. from the northerly end of N. Rivergate Blvd. to a point approximately 2,300 feet to the south.
- N. Ramsey Blvd. from the Willamette River to a point approximately 2,800 feet to the east.
- N. Ramsey Blvd. from a point approximately 600 feet northeast of the intersection of N. Ramsey Blvd. and N. Lombard Street to a point approximately 1,200 feet to the west.
- N. Lombard Street from the intersection of N. Lombard Street and N. Ramsey Blvd. to a point approximately 3,200 feet to the north.
- N. Lombard Street from the Columbia Slough to a point approximately 2,800 feet to the south.
- N. Simmons Road from the water reservoir to N. Lombard Street.
- A drainage ditch connecting the 1,200 foot storm drain on N. Ramsey Blvd. to the Columbia Slough to the east.

If specific field investigation finds that any or all of these storm drains do not meet City standards, the City will not be responsible for maintenance of the storm drains until such time as they are upgraded to meet City standards. The City will not require immediate upgrading of these storm drains not meeting City standards.

Adequate easement rights for proper operation and maintenance of storm drains not in public rights-of-ways will be provided by the Port.

2. New storm drains may be constructed under LID procedures.

#### **PARKS AND RECREATION**

1. The City will accept a lease agreement for maintenance and operation of Kelley Point Park which incorporates the following:
  - The Port retains ownership of Kelley Point Park.
  - The City will maintain and operate Kelley Point Park. The Port will reimburse the City one half of the direct operational cost of Kelley Point Park until such time that the park is operated and maintained as a regional facility by an appropriate agency other than the Port or the City.
  - The Port maintains control over waterfront activity to minimize interference with river commerce and ensure navigation and marine safety.



- Changes in development or use of Kelley Point Park must be mutually agreed upon.
  - The City and the Port will mutually work for the operation and maintenance of the park to become the responsibility of an agency other than the Port or the City.
2. The City of Portland agrees to support Plan 1 as proposed by the U.S. Army Corps of Engineers for flood protection, recreation development and fish and wildlife enhancement for the Rivergate North Portland area as established in City Ordinance 31608.

#### POLICE PROTECTION

1. The City will provide police service to RGID at a minimum level equal to that presently provided by the Multnomah County Department of Public Safety. Police service to Rivergate will expand to equal that of the rest of the City as the Rivergate area develops.
2. The Port will maintain security guards at John Fulton Terminal.

#### FIRE PROTECTION

1. The City will ~~immediately~~ extend a fire alarm system and fire prevention service to all developed areas of RGID, commencing upon the effective date of annexation.
2. The Port agrees to donate a parcel of land for a fire station (approximately 100 feet x 200 feet) at a mutually agreed site.
3. ~~---The City will construct and operate a fire station within four (4) years.~~
4. ~~3.~~ The City Bureau's Harbor Patrol service will be extended to RGID with scheduled patrols twice daily within Willamette River and once daily to John Fulton Terminal. The Harbor Patrol will provide emergency service at any time to the waterfront of all annexed property.

#### BUILDING CODE

1. Port will pay a one-time negotiated fee for a one-time permit for all filling and dredging operations.
2. The Port and its tenants will not be required to upgrade any existing structures at Rivergate to meet City building code regulations.

#### PLANNING AND ZONING

1. Upon annexation, consistent with existing state and local codes, the City will recognize and enforce current county zoning.

2. The City agrees to work toward the goal of adoption of a Rivergate Master Plan within one (1) year after its adoption by the Port Commission.
3. The City recognizes Rivergate as an industrial area and will support a zoning pattern in the Rivergate area which is consistent with the adopted Multnomah County Comprehensive Plan.

ADDITIONAL GENERAL CONDITIONS OF UNDERSTANDING

1. No ordinances shall be passed which restrict or jeopardize marine operations which are regulated by appropriate federal statutes, regulations or agencies.
2. The Port will be exempt from paying development costs for off-site road improvements connecting to Rivergate.
3. The annexation will include all Rivergate properties owned by the Port of Portland.



## EXHIBIT B

PORTLAND INTERNATIONAL AIRPORT

RESOLUTION adopted by the Port of Portland Commission  
November 24, 1975.

RESOLVED, That the Port of Portland approves the findings of the Study of the Impacts of Annexation of Portland International Airport and Rivergate Industrial District to the City of Portland, August, 1975, by the Port of Portland staff as amended concerning Portland International Airport (PIA); and

BE IT FURTHER RESOLVED, That the Port of Portland adopts the recommendations of the Study of the Impacts of Annexation of Portland International Airport and Rivergate Industrial District to the City of Portland as amended concerning Portland International Airport (PIA); and

BE IT FURTHER RESOLVED, That the Port of Portland supports the annexation of Portland International Airport to the City of Portland subject to the following conditions:

GENERAL CONDITIONS FOR WATER SUPPLY, SANITARY SEWERS, STREET IMPROVEMENT AND MAINTENANCE, LIGHTING AND STORM DRAINS

1. In all cases it is to be assured that the Port may itself pay for such streets, water mains or sewer lines, or lighting fixtures as may be required by development schedules. When the City is requested to construct, install, design or develop streets, water mains or sewer lines or lighting fixtures, adequate notice shall be given for scheduling, design and construction of these facilities. Facilities constructed to City standards will be maintained by the City. Reference is hereby made to map of Portland International Airport, November, 1975, which clarifies location and status of basic services at PIA.
2. The Port will pay "inside" City rates for City services where there is a differentiation between "inside" and "outside" City rates.

WATER SUPPLY

1. The Portland Bureau of Water Works will design and install a 24-inch water main commencing at its 36-inch supply main at N. E. 64th Avenue

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and Prescott Street and terminating at N. E. 82nd Avenue and Airport Way.

The Port of Portland will furnish and the Bureau of Water Works will install meters and backflow prevention devices at N. E. Cornfoot Road and Alderwood Road which will become the point of delivery from the City to the PIA. All costs associated with installation of the meters and backflow prevention devices will be borne by the Port of Portland.

The Bureau of Water Works will pay for that portion of the water main between N. E. 64th Avenue and the meter location up to revenue allowances set forth in Section 21.08.030 of the Code of the City of Portland.

Should the cost of this portion of the main extension exceed revenue allowances, the balance would be borne by the Port, *should the cost be less than the revenue allowance, the Port will receive credit toward the cost of the remaining portion.*

The Port will pay all costs associated with that portion of the main installation between the metering location and the terminus of the main at N. E. 82nd and Airport Way including connections to existing Port facilities. *The Port will own and maintain this portion of the main.*

The Water Bureau will continue to coordinate design efforts with the Port. The Port reserves the right of approval of location of facilities on Port property.

2. The Port agrees to transfer title to the existing 12-inch waterline between N. E. 68th and Prescott Avenue and the intersection of Cornfoot road at Alderwood Drive to the City and pay for the cost of the relocation of the meter connection thereto.
3. The City will continue to maintain the existing City water system including mains, meters and other water service equipment necessary to supply water to the master meters of the PIA.
4. The City will maintain water supplies to PIA at a quality meeting Federal Interstate Carriers water standards, at the City's expense.
5. The cost of meters, backflow prevention devices, system development charges, as specified by City ordinance, and installation charges for the development of new lateral lines on Port property at PIA would be the responsibility of the Port.
6. The City is agreeable to providing water service to the Marina should the Port request an extension of a waterline in public right-of-way beginning at N. E. 33rd Avenue at Riverside Way and would allow revenue for the cost of such main installation based on the size of service to the Marina. Should the Port elect to provide water service to the Marina through Port property, the City is agreeable to the Port serving the Marina.



7. The City is agreeable to permitting a connection to the 12-inch main at N. E. 33rd Avenue and Riverside Way with a 6-inch line to permit the Rose City Water District a connection to supply their service area adjoining the west boundary of the Portland International Airport and along the Columbia River. The cost of this service extension would not be borne by the City.

#### SANITARY SEWERS

1. The development and maintenance of existing and future sanitary sewer lines and pump stations at Portland International Airport would be the responsibility of the Port through existing agreements with Multnomah County, with the exception of that portion of PIA property located in the southwest quadrant of the airport bordered by Runway 2 and Runway 10R Building Restriction Lines as defined by Federal Aviation Regulation Part 77 and the FAA authorized airport boundary as depicted on the Interim Airport Layout Plan (1975).

This latter property based upon designated and approved uses established in a completed PIA Master Plan will, when required, be connected to the City of Portland sewer system provided the total peak sanitary flow does not exceed 1800 gallons per minute. Gravity sanitary sewers or force mains required to serve the above described westerly area of PIA may be constructed through Local Improvement District (LID) procedures. Construction and operation of pump stations that may be required for this area will be provided in accordance with City ordinances. Adequate advance notice will be allowed for the design and construction of these facilities if they are constructed through LID procedures.

2. The City agrees that City sewer charges are not applicable to the easterly portion of the Airport property as provided in Chapter 17.36 of the Portland City Code, since the Port has a contract with Multnomah County for the transportation and treatment of sewage originating within that portion of the Airport property.
3. The City will support the Port's EPA grant request for sewer service to the Marina.

#### STREET IMPROVEMENT AND MAINTENANCE

1. Port-owned streets will continue under Port ownership and maintenance and will not be required to be brought up to City standards.
2. City will not require Port to upgrade existing county roads to City standards. If such facilities are upgraded to City standards through normal permit or petition criteria and procedure, the City will then accept them for maintenance.

3. Future local streets which will be requested to be dedicated public rights-of-way will be constructed to City standards by normal City permit or petition criteria and may be constructed through LID procedures. Future streets which will not be dedicated public rights-of-way will be constructed by Port of Portland.
4. The Port will assume the responsibility for the local share required where federal highway funds are used to assist in construction of on-site access streets which are mutually planned by Port and City.

#### STREET LIGHTING

1. The City will take over energy and maintenance costs for any future dedicated street lights along dedicated rights-of-way, but will not be responsible for lighting along Port roads or on Port property.
2. The City will provide new street lights along dedicated rights-of-way as requested through petition procedures and may be constructed through LID procedures.
3. If the Port requests street lights which exceed the City's minimum lighting standard on public rights-of-way, the increased capital costs will be paid through LID procedures.

#### STORM DRAINS

1. Maintenance of existing storm drains on Port property at PIA will remain the responsibility of the Port.
2. The City will not require the Port to upgrade the existing storm drains, nor will it maintain or require upgrading of storm drains maintained by the Multnomah County Drainage District No. 1.

#### PARKS AND RECREATION

1. The City of Portland agrees to support Plan 1 as proposed by the U.S. Army Corps of Engineers, for flood protection, recreation development and fish and wildlife enhancement for the Rivergate-North Portland area as established in City Ordinance 31608.

#### POLICE PROTECTION

1. The Port will continue to maintain existing PIA police and services in an undiminished function and operation.
2. The City will provide police service to Portland International Airport at a minimum level equal to that presently provided by the Multnomah County Department of Public Safety which includes:



- a. The City police will respond to airport requests for assistance according to the need of the annexed PIA area.
- b. The City police will respond and provide service on public rights-of-way in the annexed PIA area.
- c. The City police will work closely with the Port of Portland police during VIP visits, demonstrations, strikes, and other crowd control conditions.
- d. The Port police will assist and support City police in crime scene and criminal investigations as requested.

#### FIRE PROTECTION

1. The Port will continue to maintain the existing Crash Fire Rescue station and team in an undiminished function and operation to handle aircraft emergencies and aircraft fires.
2. The City will secure and provide a level of fire-fighting capabilities and response time to Portland International Airport at a minimum equal to the present level of service and will support a fire rating of 2A.
3. The City will immediately extend fire alarm system and fire prevention service to PIA.

#### BUILDING CODE

1. The Port and its tenants will not be required to upgrade any existing structures including the new terminal building at PIA to meet City building code regulations.

#### PLANNING AND ZONING

1. Upon annexation, consistent with existing state and local codes, the City will recognize and enforce current county zoning.
2. The City agrees to work with the Port in completing a PIA Master Plan and work toward its adoption by the City within one year after its adoption by the Port Commission.

#### ADDITIONAL GENERAL CONDITIONS OF UNDERSTANDING

1. The City will agree to continue to cooperate with the Port in meeting FAA airport operation requirements.
2. No ordinances shall be passed which restrict or jeopardize aviation operations which are regulated by appropriate federal statutes, regulations or agencies.

3. The Port will be exempt from paying development costs for off-site road improvements connecting to PIA.
4. All of the contiguous Port-owned property at PIA will be annexed except for the Port-owned Columbia River islands and east of the I-205 alignment. The annexation of future PIA properties as defined in the interim Airport Layout Plan but not within the City of Portland will be a matter of future discussion between the Port and the City; and

BE IT FURTHER RESOLVED, That the Port of Portland request the Portland City Council to indicate its agreement with the above conditions of annexation prior to January 1, 1976; and if agreement cannot be made, that a schedule for resolution of unresolved conditions be established by the Portland City Council which allows especially for the continued development, installation and connection of the 24-inch waterline by March 1, 1976, and for the continued development of all utilities, streets, facilities, etc., until agreement is reached; and

BE IT FURTHER RESOLVED, That the president and an assistant secretary are authorized to execute a petition for annexation to the City of Portland and file said application with Metropolitan Boundary Commission upon receipt of agreement with these conditions of annexation.



RIVERGATE

RESOLUTION adopted by the Port of Portland Commission  
November 24, 1975.

RESOLVED, That the Port of Portland approves the findings of the Study of the Impacts of Annexation of Portland International Airport and Rivergate Industrial District to the City of Portland, August, 1975, by the Port of Portland staff as amended concerning Rivergate Industrial District (RGID); and

BE IT FURTHER RESOLVED, That the Port of Portland adopts the recommendation of the Study of the Impacts of Annexation of Portland International Airport and Rivergate Industrial District to the City of Portland as amended concerning Rivergate Industrial District (RGID); and

BE IT FURTHER RESOLVED, That the Port of Portland supports the annexation of Rivergate Industrial District, subject to the following conditions:

GENERAL CONDITIONS FOR WATER SUPPLY, SANITARY SEWERS, STREET IMPROVEMENT  
AND MAINTENANCE, LIGHTING AND STORM DRAINS

1. In all cases it is to be assured that the Port may itself pay for such streets, water mains or sewer lines, or lighting fixtures as may be required by development schedules. When the City is requested to construct, install, design or develop streets, water mains or sewer lines or lighting fixtures, adequate notice shall be given for scheduling, design and construction of these facilities. Reference is hereby made to map of Rivergate Industrial District Development, November, 1975, which clarifies location and status of basic services at RGID. Facilities constructed to City standards will be maintained by the City.
2. The Port and its tenants will pay "inside" City rates for City services where there is a differentiation between "inside" and "outside" City rates.

## WATER SUPPLY

1. The City will install all future waterlines, pumps and other water service equipment in Rivergate according to Port and City mutually-agreed upon schedules. The City will pay for the construction of all future water service lines (mains) and appurtenances at Rivergate up to the amount covered by the revenue allowance. The Port will pay the costs of the lines (mains) not covered by the revenue allowance. Port costs will be refundable if certain conditions are met as described in the City's Water Rules and Regulations for the Supply and Use of Water.
2. The City will maintain existing and future waterlines and facilities at Rivergate at no direct cost to the Port and according to the City's General Policies as stated in the City's Water Rules and Regulations for the Supply and Use of Water.
3. The Port will bear the cost for the replacement of the temporary water main at the Columbia Slough crossing with a permanent installation at such time as a fill or bridge is constructed at that location.
4. The cost of meters, backflow prevention devices, system development charges, as specified by City ordinance, and installation charges for the development of new mains and lateral lines on Port property at Rivergate would be the responsibility of the Port.

## SANITARY SEWERS

1. The City will allow the use of septic tanks, subject to the approval of Multnomah County Sanitation Division.
2. New gravity flow sanitary sewers or force mains may be constructed through Local Improvement District (LID) procedures and designed to City standards and the City will maintain sewers or mains constructed.
3. The City will assume maintenance of existing gravity trunk, lateral and branch sanitary sewers to proposed curb lines of public rights-of-way. Existing sanitary sewers that are not in a public right-of-way will also be maintained by the City if the Port provides adequate easement rights for proper operation and maintenance of the sewers.
4. The City will take over the operation and maintenance of the two (2) existing pump stations in RGID if the Port of Portland deeds to the City sites for these stations.
5. The City will provide construction, operation and maintenance of four (4) additional pump stations at no expense to the Port if adequate sites are provided.



## STREET IMPROVEMENT AND MAINTENANCE

1. Port owned streets will continue under Port ownership and maintenance and will not be required to be brought up to City standards.
2. City will accept for ownership and maintenance existing county roads.
3. Future local streets to be dedicated public rights-of-way will be constructed to City standards by normal City permit or petition criteria and may be constructed through LID procedures. Future streets which will not be dedicated public rights-of-way will be constructed by the Port of Portland.
4. The Port will assume the responsibility for the local share required where federal funds are used to assist in construction of on-site access streets which are mutually planned by the Port and City.

## STREET LIGHTING

1. The City will take over energy and maintenance costs for all existing street lights along dedicated rights-of-way, but will not be responsible for lighting along Port roads or on Port property.
2. The City will provide new street lights along dedicated rights-of-way as requested through petition procedures and may be constructed through LID procedures.
3. If the Port requests street lights that exceed the City's minimum lighting standard, increased capital costs will be paid through LID procedures.

## STORM DRAINS

1. The City will assume maintenance of existing storm sewers and outfalls.
2. New storm drains may be constructed under LID procedures.

## PARKS AND RECREATION

1. The City will accept a lease agreement for maintenance and operation of Kelley Point Park which incorporates the following:
  - o The Port retains ownership of Kelley Point Park.
  - o The City will maintain and operate Kelley Point Park.
  - o The Port maintains control over waterfront activity to minimize interference with river commerce and ensure navigation and marine safety.
  - o Changes in development or use of Kelley Point Park must be mutually agreed upon.

2. The City of Portland agrees to support Plan 1 as proposed by the U.S. Army Corps of Engineers, for flood protection, recreation development and fish and wildlife enhancement for the Rivergate-North Portland area as established in City Ordinance 31608.

#### POLICE PROTECTION

1. The City will provide police service to RGID at a minimum level equal to that presently provided by the Multnomah County Department of Public Safety. Police service to Rivergate will expand to equal that of the rest of the City as the Rivergate area develops.
2. The Port will maintain security guards at John Fulton Terminal.

#### FIRE PROTECTION

1. The City will immediately extend a fire alarm system and fire prevention service to all developed areas of RGID.
2. The Port agrees to donate a parcel of land for a fire station (approximately 100 feet x 200 feet) at a mutually agreed site.
3. The City will construct and operate a fire station within four (4) years.
4. The City Bureau's Harbor Patrol service will be extended to RGID with scheduled patrols twice daily within Willamette River and once daily to John Fulton Terminal. The Harbor Patrol will provide emergency service at any time to the waterfront of all annexed property.

#### BUILDING CODE

1. Port will pay a one-time negotiated fee for a one-time permit for all filling and dredging operations.
2. The Port and its tenants will not be required to upgrade any existing structures at Rivergate to meet City building code regulations.

#### PLANNING AND ZONING

1. Upon annexation, consistent with existing state and local codes, the City will recognize and enforce current county zoning.
2. The City agrees to work toward the goal of adoption of a Rivergate Master Plan within one (1) year after its adoption by the Port Commission.
3. The City recognizes Rivergate as an industrial area and will support a zoning pattern in the Rivergate area which is consistent with the adopted Multnomah County Comprehensive Plan.



## ADDITIONAL GENERAL CONDITIONS OF UNDERSTANDING

1. No ordinances shall be passed which restrict or jeopardize marine operations which are regulated by appropriate federal statutes, regulations or agencies.
2. The Port will be exempt from paying development costs for off-site road improvements connecting to Rivergate.
3. The annexation will include all Rivergate properties owned by the Port of Portland; and

BE IT FURTHER RESOLVED, That the Port of Portland request the Portland City Council to indicate its agreement with the above conditions of annexation prior to January 1, 1976; and, if agreement cannot be made, that a schedule for resolution of unresolved conditions be established by the Portland City Council which allows for the continued development of all utilities, streets, facilities, etc., until agreement is reached; and

BE IT FURTHER RESOLVED, That the president and an assistant secretary are authorized to execute a petition of annexation to the City of Portland and file said application with the Metropolitan Boundary Commission upon receipt of agreement with these conditions of annexation.

## RESOLUTION NO. 31627

WHEREAS, the City Council through Resolution 31609 recommended annexation of Port owned property at Rivergate and Portland International Airport (PIA) subject to certain conditions; and

WHEREAS, the Port Commission in resolutions passed November 24, 1975 attached here as Exhibit B recommended annexation subject to certain conditions; and

WHEREAS, the Port Commission's conditions are in general agreement with those adopted by City Council in Resolution No. 31609 passed October 22, 1975; and

WHEREAS, the Port Commission, in the same resolution, authorizes the filing of a petition of annexation with the Metropolitan Boundary Commission when the Council indicates its agreement with the conditions, and if an agreement cannot be made, a schedule for resolution of the unresolved conditions;

NOW THEREFORE, BE IT RESOLVED, that the City Council agrees to the conditions in the attached Exhibit A; and

BE IT FURTHER RESOLVED, that the City Council agrees to program the construction of a new fire station at Rivergate into the City's next 5 year capital improvement program to be adopted by the City Council specifying construction of a new fire station during that period at a specific site to be mutually determined prior to the time of adoption of the 5-year capital improvement program, provided that there is a crossing of the Columbia Slough connecting North and South Rivergate by that time.

BE IT FURTHER RESOLVED that the City Council authorizes installation of the water line to PIA and the City is agreeable to providing continued development of utilities to Rivergate at Port expense prior to the effective date of annexation as may be established by the Metropolitan Boundary Commission.

BE IT FURTHER RESOLVED, that the City Council endorses the establishment of an effective date of annexation of both PIA and Rivergate some time after January 1, 1977 and prior to March 31, 1977.

Adopted by the Council DEC 18 1975

*Serge Duker*  
Auditor of the City of Portland

ERB:bn  
12/16/75



54B 3660

RESOLUTION NO. 31627

A resolution responding to the Port Commission's November 24, 1975, resolution on the annexation of Rivergate and Portland International Airport, agreeing to certain conditions and recommending an effective date for the annexation.

*Amended by  
Schwab,  
Anderson -  
in minutes  
attached*

*Amendment*

THE COMMISSIONERS VOTED AS FOLLOWS		
	YEAS	NAYS
IVANCIE	1	
JORDAN	1	
McCREADY	1	
SCHWAB	1	
Goldschmidt	1	

*4*

Filed DEC 15 1975  
**GEORGE YERKOVICH**  
 Auditor of the City of Portland  
 By Carla Cervera  
 DEPUTY

DEC 18 1975

Auditor of the City of Portland

31627