

**ANNOTATED MINUTES**

*Tuesday, February 22, 1994 - 11:30 AM  
Multnomah County Courthouse, Room 602*

**PUBLIC HEARING**

*PH-1 PUBLIC HEARING Conducted by the Tax Supervising and Conservation Commission in the Matter of Review of Multnomah County's Supplemental Budget Reallocating an Estimate of Approximately \$11.7 Million to County Revenues and Authorizing Expenditures for CareOregon in the New CareOregon Fund; and Increasing the Estimated Receipts from the Sale of Timber on Federal Forest Lands and Passing Through to the Education Service District.*

**COUNTY COMMISSIONERS STEIN, KELLEY, HANSEN AND COLLIER ATTENDED HEARING. DAVE WARREN, MARY LOU HENNRICH AND KATHY INNES EXPLANATION IN RESPONSE TO QUESTIONS OF TSCC MEMBERS THOMAS HATFIELD, LIANNE THOMPSON AND EXECUTIVE MARGARET BAUER. HEARING HELD, NO ONE WISHED TO TESTIFY. ADJOURNED AT 12:10 PM.**

---

*Thursday, February 24, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602*

**REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:35 a.m., with Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present and Vice-Chair Tanya Collier excused.*

**CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-15) WAS UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- C-1 In the Matter of the Appointment of Ameryllis Stout to Fill the Registered Nurse Position on the EMERGENCY MEDICAL SERVICES MEDICAL ADVISORY BOARD*
- C-2 In the Matter of the Appointments of Thomas M. Landye and Howard M. Shapiro to the MULTNOMAH COUNTY INVESTMENT ADVISORY BOARD*
- C-3 In the Matter of the Appointments of Denise Fugate, Vera Robbins and Robert Young to the MULTNOMAH COUNTY SHERIFF'S OFFICE CITIZEN BUDGET ADVISORY COMMITTEE*
- C-4 Ratification of Intergovernmental Agreement Contract 500414 Between the State of Oregon, Department of Administrative Services and Multnomah County, Providing for*

*Renewal of the Cooperative Purchasing and Advertisement Agreement, for the Period  
March 1, 1994 through February 28, 1995*

**SHERIFF'S OFFICE**

- C-5 *Application for Business Certification Renewal Submitted by Sheriff's Office with Recommendation for Approval, for RON BARBER ENTERPRISES, INC., 13231 SE DIVISION, PORTLAND*
- C-6 *Ratification of Intergovernmental Agreement Contract 800614 Between Oregon Public Utility Commission and Multnomah County, Providing Revenue for Sheriff's Office Motor Carrier Safety Unit to Enforce Commercial Motor Vehicle Safety Rules and Regulations, for the Period October 1, 1993 through September 30, 1994*
- C-7 *Ratification of Intergovernmental Agreement Contract 800634 Between the U.S. Forest Service and Multnomah County, Providing for Enforcement of Federal and State Laws and Regulations in the National Forest, for the Period May 26, 1994 through September 9, 1994*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-8 *ORDER in the Matter of the Execution of Correction Deed D940917 Upon Complete Performance of a Contract to Gordon E. Powelson, Trustee Teks Trust*

**ORDER 94-30.**

- C-9 *ORDER in the Matter of the Execution of Deed D940983 Upon Complete Performance of a Contract to John Tennant, Jr. and Lois A. Tennant*

**ORDER 94-31.**

- C-10 *ORDER in the Matter of the Execution of Deed D940984 for Certain Tax Acquired Property to Darlene Clough*

**ORDER 94-32.**

- C-11 *ORDER in the Matter of the Execution of Deed D940985 for Certain Tax Acquired Property to Darlene Clough*

**ORDER 94-33.**

- C-12 *ORDER in the Matter of the Execution of Deed D940986 for Certain Tax Acquired Property to Miracle Temple of Portland*

**ORDER 94-34.**

- C-13 *ORDER in the Matter of the Execution of Deed D940989 Upon Complete Performance of a Contract to Homestead Holding Co., Inc.*

**ORDER 94-35.**

- C-14 *ORDER in the Matter of the Execution of Deed D940990 Upon Complete Performance of a Contract to Homestead Holding Co., Inc.*

**ORDER 94-36.**

- C-15 *ORDER in the Matter of the Execution of Deed D940997 Upon Complete Performance of a Contract to Gary Guzman*

**ORDER 94-37.**

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1 *Recognition of the Accomplishment of Multnomah County Employee Michael Dubesa in Attaining Certification as a Certified Professional Public Buyer from the Universal Public Purchasing Certification Council of the National Institute of Government Purchasing*

**FRANNA HATHAWAY EXPLANATION AND PRESENTATION OF CERTIFICATE TO MICHAEL DUBESA. CHAIR STEIN EXPRESSED APPRECIATION FOR MR. DUBESA'S EFFORTS.**

- R-2 *PROCLAMATION in the Matter of Proclaiming Recognition and Celebration of AFRICAN AMERICAN HISTORY MONTH*

**COMMISSIONER KELLEY INTRODUCED AND READ PROCLAMATION. COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-2. CHARU NAIR PRESENTATION ON BEHALF OF METROPOLITAN HUMAN RELATIONS COMMISSION. BOARD COMMENTS. PROCLAMATION 94-38 UNANIMOUSLY APPROVED.**

- R-3 *RESOLUTION Authorizing Letter of Intent Relating to the Issuance and Negotiated Sale of \$22,000,000 Educational Facilities Revenue Bonds, Designating an Authorized Representative, Special Counsel to the County and Bond Counsel; Authorizing the Publication of Notice of Intent to Issue Education Facilities Revenue Bonds; Providing for a Public Hearing and Designating a Hearing Official*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. DAVE BOYER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MR. BOYER INTRODUCED UNIVERSITY OF PORTLAND FINANCIAL ADVISOR CHARLES CARTER AND COUNTY BOND COUNSEL HOWARD RANKIN. MR. RANKIN RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. RESOLUTION 94-39 UNANIMOUSLY APPROVED.**

- R-4 *RESOLUTION in the Matter of Requesting the Joint Policy Advisory Committee on Transportation (JPACT) Finance Committee to Consider and Evaluate Options for*

*Provision of Additional Funding for Bridges*

**COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. CHAIR STEIN EXPLANATION. RESOLUTION 94-40 UNANIMOUSLY APPROVED.**

**SHERIFF'S OFFICE**

- R-5 *Budget Modification MCSO 12 Requesting Authorization to Reclassify a Fiscal Assistant/Senior Position to a Fiscal Specialist I Position Within the Management and Fiscal Services Unit Budget*

**LARRY AAB EXPLANATION. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6 *Ratification of Intergovernmental Agreement Contract 301414 Between the Portland Development Commission and Multnomah County, Providing Pre-Development Services for a Proposed Community Center, Housing Project and Midland Library on Property at 102nd and East Burnside, for the Period January 18, 1994 through March 31, 1994*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-6. COMMISSIONER KELLEY AND BOB OBERST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.**

- R-7 *Request for Approval of a Notice of Intent to Apply to the Oregon Department of Land Conservation and Development for a Grant in the Amount of \$20,000 for the Columbia River Gorge National Scenic Area Mapping Project*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. SCOTT PEMBLE EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

- R-8 *Request for Approval of a Notice of Intent to Apply to the Oregon Department of Land Conservation and Development for a Technical Assistance Grant in the Amount of \$26,500 for the Rural Area Plan Program*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. MR. PEMBLE EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

- R-9 *Request for Approval of a Notice of Intent to Apply to the Oregon Department of Land Conservation and Development for a Technical Assistance Grant in the Amount of \$25,000 for the Information System Strategic Plan Project*

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. MR. PEMBLE**

**EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

R-10 Request for Approval of a Notice of Intent to Apply to the Oregon Department of Land Conservation and Development for a Technical Assistance Grant in the Amount of \$37,800 for the Maps Needed to Implement Recent Farm and Forest Lands Rule Changes Project

**COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-10. MR. PEMBLE EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.**

**PUBLIC COMMENT**

R-11 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, CONSIDERATION OF THE FOLLOWING UNANIMOUS CONSENT ITEMS WAS UNANIMOUSLY APPROVED.**

**CHILDREN AND FAMILIES SERVICES DIVISION**

UC-1 Request for Approval of a Notice of Intent to Apply to the Oregon Mental Health and Developmental Disability Services Division for a Local Solutions for High School Transition Project Grant in the Approximate Amount of \$80,000, to be Used to Help 30 Plus Developmentally Disabled Young Adults Obtain and Maintain Employment After Leaving High School

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, UC-1 WAS UNANIMOUSLY APPROVED.**

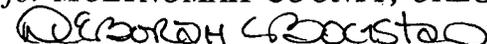
**NON-DEPARTMENTAL**

UC-2 Request for Approval of a Notice of Intent to Apply to the M.J. Murdock Charitable Trust for a \$100,000 Grant for Funding the Salary and Associated Costs of a Director of Entrepreneurial Activities Within the Multnomah County Library and to Establish a Program of Entrepreneurial Activities Within the Multnomah County Library

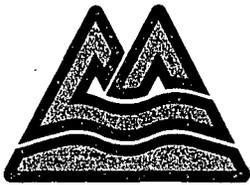
**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF UC-2. COMMISSIONER SALTZMAN EXPLANATION. UC-2 UNANIMOUSLY APPROVED.**

*There being no further business, the meeting was adjourned at 10:15 a.m.*

OFFICE OF THE BOARD CLERK  
for MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad



# MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
SUITE 1510, PORTLAND BUILDING  
1120 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

#### FEBRUARY 21, 1994 - FEBRUARY 25, 1994

- Monday, February 21, 1994 - HOLIDAY - OFFICES CLOSED. . . . .*
- Tuesday, February 22, 1994 - 11:30 AM - Public Hearing. . . . . Page 2*
- Thursday, February 24, 1994 - 9:30 AM - Regular Meeting. . . . . Page 2*

*Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen at the following times:*

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers*
- Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers*
- Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers*
- Saturday 12:00 Noon, Channel 21 for East Portland and East County subscribers*

**INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.**

Tuesday, February 22, 1994 - 11:30 AM

Multnomah County Courthouse, Room 602

**PUBLIC HEARING**

PH-1 PUBLIC HEARING Conducted by the Tax Supervising and Conservation Commission in the Matter of Review of Multnomah County's Supplemental Budget Reallocating an Estimate of Approximately \$11.7 Million to County Revenues and Authorizing Expenditures for CareOregon in the New CareOregon Fund; and Increasing the Estimated Receipts from the Sale of Timber on Federal Forest Lands and Passing Through to the Education Service District. 11:30 AM TIME CERTAIN, 30 MINUTES REQUESTED.

---

Thursday, February 24, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

**REGULAR MEETING**

**CONSENT CALENDAR**

**NON-DEPARTMENTAL**

- C-1 In the Matter of the Appointment of Ameryllis Stout to Fill the Registered Nurse Position on the EMERGENCY MEDICAL SERVICES MEDICAL ADVISORY BOARD
- C-2 In the Matter of the Appointments of Thomas M. Landye and Howard M. Shapiro to the MULTNOMAH COUNTY INVESTMENT ADVISORY BOARD
- C-3 In the Matter of the Appointments of Denise Fugate, Vera Robbins and Robert Young to the MULTNOMAH COUNTY SHERIFF'S OFFICE CITIZEN BUDGET ADVISORY COMMITTEE
- C-4 Ratification of Intergovernmental Agreement Contract 500414 Between the State of Oregon, Department of Administrative Services and Multnomah County, Providing for Renewal of the Cooperative Purchasing and Advertisement Agreement, for the Period March 1, 1994 through February 28, 1995

**SHERIFF'S OFFICE**

- C-5 Application for Business Certification Renewal Submitted by Sheriff's Office with Recommendation for Approval, for RON BARBER ENTERPRISES, INC., 13231 SE DIVISION, PORTLAND
- C-6 Ratification of Intergovernmental Agreement Contract 800614 Between Oregon Public Utility Commission and Multnomah County, Providing Revenue for Sheriff's Office Motor Carrier Safety Unit to Enforce Commercial Motor Vehicle Safety Rules and Regulations, for the Period October 1, 1993 through September 30, 1994

- C-7      *Ratification of Intergovernmental Agreement Contract 800634 Between the U.S. Forest Service and Multnomah County, Providing for Enforcement of Federal and State Laws and Regulations in the National Forest, for the Period May 26, 1994 through September 9, 1994*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-8      *ORDER in the Matter of the Execution of Correction Deed D940917 Upon Complete Performance of a Contract to Gordon E. Powelson, Trustee Teks Trust*
- C-9      *ORDER in the Matter of the Execution of Deed D940983 Upon Complete Performance of a Contract to John Tennant, Jr. and Lois A. Tennant*
- C-10     *ORDER in the Matter of the Execution of Deed D940984 for Certain Tax Acquired Property to Darlene Clough*
- C-11     *ORDER in the Matter of the Execution of Deed D940985 for Certain Tax Acquired Property to Darlene Clough*
- C-12     *ORDER in the Matter of the Execution of Deed D940986 for Certain Tax Acquired Property to Miracle Temple of Portland*
- C-13     *ORDER in the Matter of the Execution of Deed D940989 Upon Complete Performance of a Contract to Homestead Holding Co., Inc.*
- C-14     *ORDER in the Matter of the Execution of Deed D940990 Upon Complete Performance of a Contract to Homestead Holding Co., Inc.*
- C-15     *ORDER in the Matter of the Execution of Deed D940997 Upon Complete Performance of a Contract to Gary Guzman*

**REGULAR AGENDA**

**NON-DEPARTMENTAL**

- R-1      *Recognition of the Accomplishment of Multnomah County Employee Michael Dubesa in Attaining Certification as a Certified Professional Public Buyer from the Universal Public Purchasing Certification Council of the National Institute of Government Purchasing*
- R-2      *PROCLAMATION in the Matter of Proclaiming Recognition and Celebration of AFRICAN AMERICAN HISTORY MONTH*
- R-3      *RESOLUTION Authorizing Letter of Intent Relating to the Issuance and Negotiated Sale of \$22,000,000 Educational Facilities Revenue Bonds, Designating an Authorized Representative, Special Counsel to the County and Bond Counsel; Authorizing the Publication of Notice of Intent to Issue Education Facilities Revenue Bonds; Providing for a Public Hearing and Designating a Hearing Official*
- R-4      *RESOLUTION in the Matter of Requesting the Joint Policy Advisory Committee on*

*Transportation (JPACT) Finance Committee to Consider and Evaluate Options for Provision of Additional Funding for Bridges*

**SHERIFF'S OFFICE**

- R-5      *Budget Modification MCSO 12 Requesting Authorization to Reclassify a Fiscal Assistant/Senior Position to a Fiscal Specialist I Position Within the Management and Fiscal Services Unit Budget*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6      *Ratification of Intergovernmental Agreement Contract 301414 Between the Portland Development Commission and Multnomah County, Providing Pre-Development Services for a Proposed Community Center, Housing Project and Midland Library on Property at 102nd and East Burnside, for the Period January 18, 1994 through March 31, 1994*
- R-7      *Request for Approval of a Notice of Intent to Apply to the Oregon Department of Land Conservation and Development for a Grant in the Amount of \$20,000 for the Columbia River Gorge National Scenic Area Mapping Project*
- R-8      *Request for Approval of a Notice of Intent to Apply to the Oregon Department of Land Conservation and Development for a Technical Assistance Grant in the Amount of \$26,500 for the Rural Area Plan Program*
- R-9      *Request for Approval of a Notice of Intent to Apply to the Oregon Department of Land Conservation and Development for a Technical Assistance Grant in the Amount of \$25,000 for the Information System Strategic Plan Project*
- R-10     *Request for Approval of a Notice of Intent to Apply to the Oregon Department of Land Conservation and Development for a Technical Assistance Grant in the Amount of \$37,800 for the Maps Needed to Implement Recent Farm and Forest Lands Rule Changes Project*

**PUBLIC COMMENT**

- R-11     *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

Thursday, February 24, 1994 - 9:30 AM  
Multnomah County Courthouse, Room 602

**UNANIMOUS CONSENT ITEMS**

**CHILDREN AND FAMILIES SERVICES DIVISION**

UC-1 *Request for Approval of a Notice of Intent to Apply to the Oregon Mental Health and Developmental Disability Services Division for a Local Solutions for High School Transition Project Grant in the Approximate Amount of \$80,000, to be Used to Help 30 Plus Developmentally Disabled Young Adults Obtain and Maintain Employment After Leaving High School*

**NON-DEPARTMENTAL**

UC-2 *Request for Approval of a Notice of Intent to Apply to the M.J. Murdock Charitable Trust for a \$100,000 Grant for Funding the Salary and Associated Costs of a Director of Entrepreneurial Activities Within the Multnomah County Library and to Establish a Program of Entrepreneurial Activities Within the Multnomah County Library*



1120 SW Fifth St., Suite 1500  
Portland, OR 97204  
(503) 248-5217

TANYA COLLIER

Multnomah County Commissioner  
District 3

TO: Chair, Beverly Stein  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman  
FROM: Commissioner Tanya Collier  
DATE: February 24, 1994  
SUBJECT: Absence from Board Meeting

Commissioner Collier will not be in attendance at today's meeting of the Board of County Commissioners due to illness.

M E M O R A N D U M

TO: Chair, Beverly Stein  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman  
  
FROM: Commissioner Tanya Collier  
  
DATE: February 24, 1994  
  
SUBJECT: Absence from Board Meeting

Commissioner Collier will not be in attendance at today's meeting of the Board of County Commissioners due to illness.

BOARD OF  
COUNTY COMMISSIONERS  
1994 FEB 24 AM 9:41  
MULTNOMAH COUNTY  
OREGON

MEETING DATE: FEB 24 1994

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 2/24/94

Amount of Time Needed: CONSENT CALENDAR

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: DELMA FARRELL TELEPHONE #: 3953  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

Appointment of Ameryllis Stout to fill Registered Nurse position on Emergency Medical Services, Medical Advisory Board

Three year term ending February, 1997

Nominated by Advisory Board Members

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

**OR**

DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 16 PM 2:25

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Emergency Medical Services	1991-1994	MAB subcommittee QA review
Emergency Nurses Assn	1994, 1985-1986	Education Committee Member and Chair

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Walla Walla College	1970-1974	Bachelor of Science Nursing Degree
Andrews University	1980-1981	coursework in Master of Science Nursing Administration

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Trudy Shidelman	EMS 426 SW Stark 9th Floor	Port 97204 phone 248-3220
Joyce Shields	Director Emergency	Portland Adventist Med Ctr 10123 SE Market Port 97216 251-6355

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

I can't think of any. My employer has agreed to arrange my workdays so I am able to attend scheduled meetings.

I. Affirmative Action Information

F/C  
sex/racial/ethnic background

Birth date: Month 4 Day 9 Year 52

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Jyllie Staut Date 1/14/94

- (3) Certify official acts;
- (4) Subpoena and require attendance of witnesses at meetings or hearings to determine compliance with this chapter;
- (5) Require the production of relevant documents;
- (6) Swear witnesses;
- (7) Take testimony of any person by deposition; and
- (8) Perform all other acts necessary to enforce the provisions of this chapter.

(F) There shall be established by the director an EMS central dispatch office within the bureau of emergency communications. The office shall receive emergency calls in the county and promptly dispatch the appropriate ambulance(s) nearest the location of the person in need of emergency aid. [Ord. 652 § 2 (1990); Ord. 669 § 2 (1990)]

#### 6.32.055. Medical advisory board created.

(A) There is hereby created an EMS medical advisory board which shall consist of four licensed physicians interested and involved in pre-hospital emergency care, a registered nurse specializing in emergency care and two emergency medical technicians.

(B) The members of the medical advisory board shall be appointed in accordance with the county charter. They shall serve three-year terms. The members shall be selected as follows:

- (1) One physician shall be appointed from each of the following organizations: The Multnomah County Medical Society, the American College of Emergency Physicians, and the medical resource hospital established under this chapter; each organization shall submit two or more nominees;
- (2) A fourth physician shall be appointed as an at-large member;
- (3) The nurse shall be appointed from nominees submitted by the Emergency Department Nurses Association;
- (4) The EMT's shall be appointed from nominees submitted by organizations representing EMT's.

(C) Should a member resign before completing a term of office, a replacement shall be appointed in accord with the charter to complete the unexpired term.

(D) The members of the medical advisory board shall be reimbursed for authorized expenditures. [Ord. 652 § 2 (1990)]

Charter reference—Advisory boards and commissions, 3.70.

#### 6.32.057. Powers and duties.

The EMS medical advisory board shall have the following powers and duties:

- (A) Approve proposed actions by the director relating to protocols for pre-hospital patient care, emergency equipment, EMT training, and medications required to be carried on vehicles operated by licensees. The medical advisory board shall consult with the physician-advisors to the providers of emergency medical services, the medical resource hospital, the Multnomah County Medical Society, American College of Emergency Physicians, the Emergency Department Nurses Association, organizations representing EMT's and other affected organizations concerning these actions;
- (B) Consult with appropriate persons, departments, agencies and organizations and advise the director on matters concerning the subject matter of this chapter; and
- (C) Periodically review the policies and procedures of the medical resource hospital and report its findings and recommendations to the director.

[Ord. 652 § 2 (1990)]

#### 6.32.058. Provider board.

(A) There is hereby created an EMS provider board which shall consist of a representative from each licensee under this chapter.

(B) The members of the provider board shall be appointed in accordance with the county charter and shall serve without compensation.

[Ord. 652 § 2 (1990)]

Charter reference—Advisory boards and commissions, 3.70.

MEETING DATE: FEB 24 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 2/24/94

Amount of Time Needed: CONSENT CALENDAR

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: DELMA FARRELL TELEPHONE #: 3953  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Appointments to Citizen Representative Positions on County Investment Advisory Board:

Thomas M. Landye  
Howard M. Shapiro

For three year terms ending February, 1997

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
1994 FEB 16 AM 2:26  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARDS AND COMMISSIONS



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)
Multnomah County Investment Advisory Board

B. Name Thomas M. Landye
Address 7879 S.W. Broadmoor Terrace
City Portland State Oregon Zip Code 97225
Do you live in \_\_\_\_\_ unincorporated Multnomah County or \_\_\_\_\_ a city within Multnomah County.
Home Phone 503-292-0000

C. Current Employer Copeland, Landye, Bennett and Wolf
Address 3500 First Interstate Tower
City Portland State Oregon Zip Code 97201
Your Job Title Senior Partner
Work Phone 503-224-4100 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes [x] No \_\_\_\_\_

D. Previous Employers Dates Job Title
I have been a partner in the above-mentioned law firm since 1973.

CONTACT: DELMA FARRELL

OFFICE OF THE MULTNOMAH COUNTY CHAIR
1120 SW FIFTH, ROOM 1410
PORTLAND, OREGON 97204
(503) 248-3308

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
My volunteer activities revolve around fund raising for educational institutions, some of which I have attended, some of which I have not. These include the University of Oregon Law School, the University of Chicago Social Science Department, the University of Chicago Law School, Reed College, and Oregon Episcopal School.		
<del>I was involved in the Multnomah County Senior Law Project in 1989/1990 and provided legal services, without charge, in a variety of areas of law.</del>		

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Reed College	1957-60	BA
University of Chicago	1961-63	MA
University of Chicago	1965-68	JD

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Dave Froymayer, Dean of the University of Oregon School of Law  
Eugene Oregon 97405 503-346-2125

---

Thane W. Tienson, Copeland, Landye, Bennett and Wolf,  
3500 First Interstate Tower, Portland, Oregon 97201 503-224-4100

---

Jere M. Webb, Partner, Stoel, Rives, Boley, Jones & Grey, Suite 2300, 900 S.W. 5th Ave.,  
Portland, Oregon 97204 503-294-9460

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

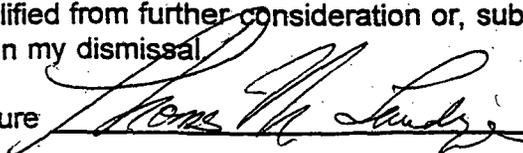
I. Affirmative Action Information

Male, White, Irish  
sex/racial ethnic background

Birth date: Month 3 Day 20 Year 39

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature



Date

January 29, 94



# MULTNOMAH COUNTY OREGON

# BOARDS AND COMMISSIONS

## INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Chair to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list.)  
Multnomah County Investment Advisory Board

B. Name Howard M. Shapiro

Address 2621 NW Cornell Road

City Portland State OR Zip Code 97210

Do you live in \_\_\_\_\_ unincorporated Multnomah County or  a city within Multnomah County.

Home Phone 222-4100

C. Current Employer Self employed consultant

Address American Bank Bldg., 621 SW Morrison #600

City Portland State OR Zip Code 97205

Your Job Title \_\_\_\_\_

Work Phone 222-6613

(Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes  No

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

please see attached resume

E. Please list all current and past volunteer activities.

Name of Organization	Dates	Responsibilities
Please see attached resume		

F. Please list all post-secondary school education.

Name of School	Dates	Responsibilities
Please see attached resume		

G. Please list the name, address, and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Carsten Henningsen, 2435 SW 5th, Portland OR 97201, 224-7628
Robert Naito, NW China, PO Box 3458, Portland OR 97208, 228-7404

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

None

I. Affirmative Action Information

Male/Jewish  
sex/racial ethnic background

Birth date: Month 4 Day 14 Year 31

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Howard M. Shapiro

## RESUME

### Home:

2621 N.W. Cornell Road  
Portland, OR 97210  
(503) 222-4100

### Office:

American Bank Building  
621 S.W. Morrison St., Suite 600  
Portland, Oregon 97205  
(503) 222-6613  
Fax: (503) 274-7611

## PRESENT EMPLOYMENT

For the past fifteen years, I have been an independent business consultant specializing in:

- o Management
- o Marketing
- o Fund-raising
- o Conflict resolution
- o Group facilitation
- o Organizational restructuring

## BACKGROUND

I have three decades of successful business experience in:

- o Investment management
- o Retailing and business management
- o Sales promotion
- o Personnel management
- o Marketing
- o Public relations
- o Fund-raising
- o Arbitration and conflict resolution

Details follow on attached pages...

In my career, I have developed a healthy appreciation for the balance between the public and private sectors. I am able to successfully suggest realistic solutions to management, labor and the non-profit world.

My personal skills are in bringing people and ideas together in a positive and successful manner, and in conciliating differences of opinion in achieving the common mission. I have a genuine sensitivity to people in conflict and an ability to articulate their areas of disagreement in a non-aggressive manner.

I am a homeowner in Northwest Portland, where I have resided for 20 years. I am married to the artist Manya Shapiro, and we have two grown children.

References upon request.

## HOWARD M. SHAPIRO

### VITAL STATISTICS

Born on April 14, 1931. Lived in Seattle from 1931 to 1972.

### EDUCATION

Kindergarten through twelfth grade in the Seattle Public School System; graduated from Garfield High School.

Obtained a B.A. in business administration in 1952 after four years at UCLA and the University of Washington.

### 1950-1952

Toured the USA for two years (summers and college breaks) as a member of a singing duet. Played in 30 cities from New York City to Los Angeles.

### MILITARY SERVICE

Served in the U.S. Coast Guard from 1952 to 1956.

- o Recruit training in Alameda, California
- o OCS in New London, Connecticut

Stationed with:

- o CBS News in New York City as Coast Guard liaison officer.
- o Port security in Seattle as commanding officer of a 40 foot patrol boat.
- o USCGC Northwind - Public Information Officer  
Made the first voyage in history through the Northwest Passage over the top of Alaska from Seattle to Greenland and returned through the Panama Canal.
- o Wrote and produced the Armed Forces television show "March On" at KING Television in Seattle. Peabody Award for outstanding public service television programming.
- o Honorable discharge

### PRESENTLY

Independent consultant (principally to non-profit groups) specializing in management, marketing, conflict resolution, group facilitation, organizational restructuring, and fund raising.

## CURRENT WORK EXPERIENCE

Past and present organizational involvement (\*Currently)

- o \*SAIF Corporation - Board of Trustees  
State Accident Insurance Fund is the state owned worker's compensation company.
- o \*HOUSING AUTHORITY OF PORTLAND - Commissioner/Vice Chair  
This organization owns and manages housing for low income, physically and mentally challenged, seniors, and other special needs populations in Portland, Gresham, and Multnomah County.
- o \*NORTHEAST COMMUNITY BANK - Board of Directors/Vice Chair  
The bank (in formation) will focus on community development by making small business and home loans in North/Northeast Portland.
- o \*SOCIAL INVESTMENT FORUM - Board of Directors  
National Trade Association of money managers, financial planners, and stock brokers and private investors interested in promoting and encouraging Socially Responsible Investing.
- o \*PARNASSUS INCOME FUND - Board of Trustees  
National Mutual Fund based in San Francisco.
- o \*PORTLAND ART MUSEUM - Board of Trustees
- o \*PACIFIC NORTHWEST COLLEGE OF ART - Board of Governors
- o \*EMANUEL HOSPITAL & HEALTH CENTER - Board of Directors
- o OREGON FOOD BANK - Board of Directors/Chairperson  
Merged organization of Oregon Food Share and Interagency Food Bank. Statewide coalition of regional coordinating agencies processing and distributing surplus and donated food to people in need.
- o ENVIRONMENTAL ADVOCACY TRUST - Trustee  
Manage Endowment for Northwest Environmental Advocates.
- o OFF THE BEATEN PATH - Board of Directors  
Itinerary planning service in the Northern Rockies.
- o MRG FOUNDATION - Board Chairperson  
Funding resource to groups working for social change in Oregon.
- o \*COMMON COUNSEL - Board of Directors  
National philanthropic advisory service.
- o \*CORNELL ROAD TASK FORCE - Chairperson  
The Task Force deals with transportation issues in NW Portland.

- o WESTERN STATES CENTER - Board of Directors
- o \*OREGON MEDICAL EYE FOUNDATION - Trustee  
Offers free eye surgery to people without resources to pay.
- o PORTLAND CENTER FOR VISUAL ARTS - Board of Directors
- o ARTS OF PEACE FOUNDATION - Board of Directors
- o FOOD FRONT COOPERATIVE GROCERY - Board of Directors  
Responsible for PDC loan and new store relocation.

### WORK EXPERIENCE

- 1977: OREGON MAGAZINE - Advertising Manager  
Initiated and implemented advertising sales for this new statewide magazine.
- 1976: NATIONAL COLLEGE OF NATUROPATHIC MEDICINE- Management Team  
Oversee and administer the day-to-day operations of this four year medical college.
- 1974: KPAM and KPFM RADIO in Portland - General Sales Manager
- 1972: One Year of Travel in Europe with my family.
- 1970: KOMO RADIO AND TELEVISION (ABC network) -
- o Local and general sales manager
  - o Sales, creative writing and commercial production for radio and television clients
- 1968: STERLING RECREATION ORGANIZATION -
- o Advertising Manager
  - o Director of Sales
  - o Assistant to the President  
Directed advertising and promotion for 40 theaters, 5 bowling lanes, 3 golf ranges, purchased and supervised 5 radio stations for the company.
- 1963: SIDNEY L. ROBERTS, INC. -
- Hy-lo Fashions/The Pant Tree - owned and operated a chain of 5 womens clothing stores in shopping centers in the greater Seattle area. Supervised inventory acquisition, inventory control, personnel, promotion and lease negotiations..

1962: DAVID W. EVANS ADVERTISING -

Marketing for:

- o Seattle World's Fair
  - Promotion and publicity (Multi City Tours):
    - o Carol Channing
    - o George Burns
    - o Phyllis Diller
    - o Smothers Brothers
    - o Henry Mancini
    - o Elvis Presley
    - o Mormon Tabernacle Choir
    - o John Mathis
    - o Sammy Davis Jr.

Creative supervision and media placement for:

- o U & I Sugar
- o Union Pacific Railroad

1960: DON CLARK ADVERTISING - Senior Account Executive

Creative supervision and media direction for:

- o White Front Discount Stores
- o Oberto products
- o Gai's bread

1958: KFKF RADIO, Bellevue, WA - General Manager

1956: KEENE AND KEENE ADVERTISING - Account Executive

Creative direction and media placement for:

- o Washington Education Assn.
- o Erv Parent Carpet (10 stores)
- o Seattle Auto Dealers Assn.
- o Mission Macaroni Products

MEETING DATE: FEB 24 1994

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: APPOINTMENTS

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 2/24/94

Amount of Time Needed: CONSENT CALENDAR

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: DELMA FARRELL TELEPHONE #: X-3953

BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Appointments to Sheriff's Office Citizen Budget Advisory Committee:

Denise Fugate, Position 7 Term ending September, 1995

Vera Robbins, Position 5 Term ending September, 1996

Robert Young, Position 4, Term ending September, 1996

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
1994 FEB 16 PM 2:26  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



# MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

## INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

110

CITIZEN BUDGET ADVISORY COMMITTEES, COMMUNITY CORRECTIONS  
ADVISORY COMMITTEE

B. Name ROBERT YOUNG

Address 2081 N.W. EVERETT ST. #509

City PORTLAND State OR Zip 97209

Do you live in \_\_\_\_\_ unincorporated Multnomah County or  a city within Multnomah County.

Home Phone 224-8776

C. Current Employer CACI INC. COMMERCIAL

Address 525 N.E. OREGON ST. #220

City PORTLAND State OR Zip 97209

Your Job Title PROJECT MANAGER

Work Phone 235-3512 (Ext) \_\_\_\_\_

Is your place of employment located in Multnomah County? Yes  No \_\_\_\_\_

D. Previous Employers \_\_\_\_\_ Dates \_\_\_\_\_ Job Title \_\_\_\_\_

CONTACT: JD Ann Allen  
245-3963

Beverly Stein, Multnomah County Chair  
Room 1410, PORTLAND Building  
1120 SW Fifth Avenue  
P.O. Box 14700  
PORTLAND, OR 97204

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
MULTNOMAH COUNTY CITIZENS CONVENTION	1992	
DELEGATE SUBCOMMITTEE ON LAW ENFORCEMENT		

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
UNIVERSITY OF MARYLAND	1985-1989	B.A. - CRIMINOLOGY

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

JOHN DENAVLT 301 SW LINCOLN #11 PORTLAND OR 97201 (235-3512)  
 MICHEL HARMON 3212 S.E. 95<sup>TH</sup> PORTLAND OR 97201 (774-2334)

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

I. Affirmative Action Information

M / W  
sex / racial ethnic background

birth date: Month 12 Day 9 Year 67

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature [Signature] Date 12/16/93

**Robert B. Young, III**  
2081 NW Everett St. #508  
Portland, OR 97209  
(503)224-8776

**PROFESSIONAL EXPERIENCE**

December 1989      CACI, Inc.-Commercial  
to Present          Litigation Support Services

**Project Manager (November 1993 to Present)**

Portland, OR (November 1993 - Present) Oversee multiple projects and 13 person staff providing automated litigation support services to twelve Department of Justice attorneys. Provide project time and cost estimates. Prioritize tasks and assure timely completion of all projects.

**Project Supervisor (February 1991 to October 1993)**

Portland, OR (February 1992 - October 1993)

Forecast staffing, supply and equipment requirements. Analyze and design PC based database applications to improve client service and/or staff productivity. Oversee use of image based document management system. Interview candidates for hire. Supervised 600,000 page microfilming project (completed ahead of schedule and within budget).

St. Paul, MN (April 1991 - January 1992) Facility manager of trial support field office.

Supervised six paralegals and additional office staff in support of eight Department of Justice attorneys during a nine month trial. Coordinated factual research and reported results to the trial attorneys. Oversaw editing and preparation of cross examination materials.

**AWARDS:**      August 1991; Inducted into CACI Encore Achievers  
                         Club for outstanding service to the client.  
                         August 1991; CACI Employee of the Quarter

**Paralegal Supervisor (September 1990 - January 1991)**

Washington, D.C., Oversaw preparation of trial exhibit collections and documents for microfilming and coding.

**Paralegal (December 1989 - September 1990)**

Washington, D.C., Research of factual issues, final review of document analysis

**DELEGATE**

Multnomah County Citizens Convention, Subcommittee on Law Enforcement (September 1992 - November 1992) Drafted resolution for presentation and vote of full convention.

**EDUCATION**

University of Maryland

College Park

B.A., Criminology, 1989

Concentration; Police/Community Relations, Community Policing

**RELATED SKILLS**

Software: WordPerfect 5.1, PARADOX, PlanPerfect.

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME Denise Fugate

HOME ADDRESS 40900 Alder Meadow, Corbett ZIP 97019 PHONE 695-2820

EMPLOYER self

OCCUPATION \_\_\_\_\_

OPTIONAL: Age 35 Sex F  
African American \_\_\_\_\_ Native American \_\_\_\_\_ Hispanic \_\_\_\_\_  
Asian/Pacific \_\_\_\_\_ White X Other \_\_\_\_\_

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES X NO \_\_\_\_\_

AREAS OF INTEREST:  
Human Services \_\_\_\_\_ Youth X  
Justice Services X \_\_\_\_\_ Aging \_\_\_\_\_  
Environmental Services \_\_\_\_\_ Health \_\_\_\_\_  
Facilities, transportation \_\_\_\_\_ General government \_\_\_\_\_  
Other \_\_\_\_\_

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Northwest Mult Co Comm Assoc -  
(NEMCCA) - Treasurer, Citizen's Patrol Coordinator, 4th of July Co-Chair  
Columbia George - Volunteer Coordinator  
Campfire - Camp Counselor  
OTHER RELEVANT EXPERIENCE strong financial background -  
accounting, investments, etc

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:  
1. Rev Bianich Larch Mtn Rd, Corbett OR 97019 695-5385  
2. Nancy Wilson c/o NEMCCA Box Corbett, OR 97019 695-2200

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY DEPARTMENT? No

SIGNATURE D Fugate DATE 1/11/94

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
Portland, Oregon 97214; Phone: 248-3450

Shuff

MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE  
CBAC INTEREST FORM

NAME Vera Robbins

HOME ADDRESS 307 NE Ponder Rd ZIP 97019 PHONE 695-5988  
P.O. Box 189 Corbett OR

EMPLOYER \_\_\_\_\_

OCCUPATION \_\_\_\_\_

OPTIONAL: Age 63 Sex F  
African American \_\_\_\_\_ Native American \_\_\_\_\_ Hispanic \_\_\_\_\_  
Asian/Pacific \_\_\_\_\_ White \_\_\_\_\_ Other \_\_\_\_\_

ARE YOU A RESIDENT OF MULTNOMAH COUNTY? YES  NO \_\_\_\_\_

AREAS OF INTEREST:  
Human Services \_\_\_\_\_ Youth \_\_\_\_\_  
Justice Services  \_\_\_\_\_ Aging \_\_\_\_\_  
Environmental Services \_\_\_\_\_ Health  \_\_\_\_\_  
Facilities, transportation \_\_\_\_\_ General government  \_\_\_\_\_  
Other \_\_\_\_\_

VOLUNTEER/BOARD/COMMITTEE EXPERIENCE Grange

OTHER RELEVANT EXPERIENCE Neighborhood Patrol

PLEASE LIST NAME, ADDRESS AND TELEPHONE NUMBERS OF TWO REFERENCES:  
1. Barbara Lideon 695-5960  
2. Rose Curry 695-5360

WOULD YOU HAVE A POTENTIAL CONFLICT OF INTEREST RELATIVE TO ANY COUNTY DEPARTMENT? No

SIGNATURE Vera Robbins DATE Jan 11 1994

Please return to: Office of Citizen Involvement, 2115 SE Morrison  
Portland, Oregon 97214; Phone: 248-3450

MEETING DATE: FEB 24 1994

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Cooperative Purchasing Agreement Renewal

BOARD BRIEFING Date Requested: None

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: February 24, 1994

Amount of Time Needed: 5 MINUTES

DEPARTMENT: MSS DIVISION: Purchasing, Contracts, and Central Stores

CONTACT: Lillie M. Walker TELEPHONE #: 248-5111

BLDG/ROOM #: 421/1st

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Renewal of Cooperative Purchasing Agreement with the State of Oregon.

*2/25/94 originals to Lillie Walker*

**SIGNATURE REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Lillie M. Walker

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 16 AM 10:43

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



### CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500414

Amendment # \_\_\_\_\_

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-4</u> DATE <u>2/24/94</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
--	--	--

Department MSS Division Purchasing, Contracts, and Central Stores Date February 9, 1994

Contract Originator Lillie M. Walker Phone 248-5111 Bldg/Room 421/1st

Administrative Contact Ellen Mills Poorman Phone 248-5111 Bldg/Room 421/1st

Description of Contract Cooperative Purchasing Agreement Renewal

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name Dept of Admin Svcs/Purchasing Div  
 Mailing Address 1225 Ferry St SE, Salem OR 97310  
Attn: Cynthia Musgrove  
 Phone 503-378-4642  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date March 1, 1994  
 Termination Date February 28, 1995  
 Original Contract Amount \$ \_\_\_\_\_  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 150.00

Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_  
 Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
 Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager \_\_\_\_\_  
 Purchasing Director Lillie M. Walker  
 (Class II Contracts Only)  
 County Counsel Jim DuBay  
 County Chair / Sheriff Dee Dee Penz  
 Contract Administration \_\_\_\_\_  
 (Class I, Class II Contracts Only)

Encumber: Yes  No   
 Date \_\_\_\_\_  
 Date 2/10/94  
 Date 2/16/94  
 Date February 24, 1994  
 Date \_\_\_\_\_

VENDOR CODE <u>981623</u>		VENDOR NAME <u>State of Ore/Admin Svcs/Purchasing</u>							TOTAL AMOUNT \$	<u>150.00</u>	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	100	050	7440			6230				150.00	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											



## PROGRAM QUALIFICATIONS

Thank you for expressing an interest in participating in the Cooperative Purchasing Program. So that your organization may participate in the program it must meet one of the following qualifications.

Mark the qualification, A, B, C or D, that best describes your organization and submit the requested documentation with the signed Cooperative Purchasing Agreement.

My organization Multnomah County Purchasing is a:

- A.  Division or unit of local government having separate autonomy such as Oregon counties, cities, municipalities or other public corporate entities having local governing authority. A United States governmental agency or American Indian tribe or agency.
- B.  Qualified nonprofit agency for disabled individuals participating in the program set forth in ORS 279.820 to 279.850.

\* If your organization meets qualification B it must be certified as a Qualified Rehabilitation Facility with the Purchasing Division's Special Programs Coordinator. Information regarding certification is available by calling 373-1250.

- C.  Residential program under contract with the Department of Human Resource (DHR) or a division thereof to provide services to youth in the custody of the state.

\* If your organization meets qualification C provide us with a letter from DHR or division thereof confirming your contract with them. The letter **must be on agency letter head** and contain the following information:

- a.  Scope of contract, what service is being provided.
- b.  Contract number
- c.  Starting and expiration dates of contract.
- e.  State Contract Administrator's, name, original signature, mailing address & telephone number.

- D.  Public benefit corporation "as defined in ORS 65.001 that provides public services either under contract with a state agency, as defined in ORS 171.133, or under contract with a unit of local government, as defined in ORS 190.003, that funds the contract, in whole or in part with state funds."

\* To qualify under qualification D, your organization must meet the requirements listed in D1, D2, D3 and must submit to us required information in D4.

- D1. Is an active status Domestic, Nonprofit Corporation which is (must be one of the following):

- a. Formed as a public benefit corporation pursuant to ORS 65.044 to 65.067;
- b. Designed as a public benefit corporation designated by statute;
- c. Recognized as tax exempt under section 501 (c) (3) of the Internal Revenue Code of 1986 or
- d. Otherwise organized for public or charitable purpose in accordance with its articles of incorporation and bylaws;

Qualification D continues on the back of this page.

- D2. Is restricted so that on dissolution it must distribute its assets to (must be one of the following)
- a. An organization organized for a public or charitable purpose;
  - b. A religious corporation;
  - c. The United States of America;
  - d. A state of the United States of America, or
  - e. A person who is recognized as exempt under section 501 (c) (3) of the Internal Revenue Code of 1986;
- D3. IS NOT a "religious corporation" as defined in ORS 65.001(33).
- D4. Submit a letter from the State or Local government agency confirming your contract with them. The letter **must be on agency letter head** and contain all the following information:
- a.  Scope of contract, what service is being provided.
  - b.  Contract number
  - c.  Starting and expiration dates of contract.
  - d.  Contract Administrator (State or Local Government) must verify that the contract is funded by State funds in part or in whole.
  - e.  Contract Administrator's (State or Local Government):  
name, original signature, mailing address & telephone number.

## COOPERATIVE PURCHASING AND ADVERTISEMENT AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is entered into pursuant to ORS 190.110, 190.240, 279.855 and 656.753 (2) by and between the State of Oregon, acting by and through its Department of Administrative Services (DAS), Purchasing Division ("State"), and Mult. Co. Purchasing, a Qualified Non-State Agency ("Qualified Agency"), as defined in ORS 190.003, 190.110 (1), 190.240, 279.855 (1) through (3) or 656.005 (24) and 656.752.

1. **Purpose:** The State allows Qualified Non-State Agencies which enter into Cooperative Purchasing Agreements to participate in the State's Cooperative Purchasing Program ("CPP"). Qualified Agency desires to participate in the CPP and therefore enters into this Agreement with State. It is understood that Qualified Agency's execution of this Agreement and payment of the program administration fee allows, but does not obligate, Qualified Agency to use the CPP services provided by the State.
2. **Term of Agreement:** This Agreement, which is effective as of the date it is signed by the State, shall remain in effect for one year from the effective date and, unless renewed, shall terminate on 2-28-95.
3. **Agreement Renewal:** This Agreement may be renewed for one-year extension periods upon mutual agreement of the State and Qualified Agency. Notice of intent to renew shall be submitted in writing to the State's CPP Coordinator at least 30 days prior to the termination date set forth in paragraph 2, above.
4. **Responsibilities of the State:** Upon the Qualified Agency's execution of this Agreement and payment of the program administration fee, the State shall:
  - A. **VIP Support Software:** Provide Qualified Agency with custom telecommunications software that will allow Qualified Agency access to the State's Vendor Information Program (VIP).
  - B. **Price Agreement Purchases:** Authorize Qualified Agency to place orders with contractors on State price agreements using Contract Release Order (CRO) forms. The State will provide contractors with a list of Qualified Agencies authorized to purchase from price agreements.
  - C. **Procedure:** Assign CRO forms and purchase request forms to Qualified Agency. Additional forms are available from the State upon request.
  - D. **Purchase Request Purchases:** Issue solicitation documents (Invitations to Bid or Request for Proposals) upon receipt of a Purchase Request. (Issuing solicitation documents consists primarily of the State preparing an Invitation to Bid or Request for Proposal that complies with Oregon's public purchasing statutes and rules, placing the document on the State's VIP system, and administering the procurement process.) The Purchase Request must have an estimated value of more than \$25,000 and must specify in detail the goods or trade services desired. The State will issue solicitation documents

upon receipt of a Purchase Request only if doing so will not result in duplication of existing State price agreements from which the Qualified Agency is authorized to purchase.

Upon request of the Qualified Agency, the State will assist in other aspects of the procurement process, such as bid or proposal evaluation and bid or proposal preparation for Qualified Agency award recommendation (Reference Fee Schedule B). Contracts shall be awarded to the lowest responsive, responsible bidder, or the best proposer, as appropriate, in accordance with the provisions of (i) the Oregon Revised Statutes ("ORS"), particularly chapter 279, and (ii) the Oregon Administrative Rules ("OAR"), particularly chapters 125 and 137. Following contract award, Qualified Agency shall be responsible for all matters of contract administration, such as but not limited to: inspection of goods, supervision of trade services contractors, and compliance with or enforcement of manufacturer or contractor warranties.

- E. **User and Vendor Information:** Information that (i) will allow Qualified Agency to transfer (upload) its ITBs and RFPs to the State's VIP system; (ii) on how to promote the use of the VIP system to the vendor community.
- F. **Automated Billing - Solicitation (Bid) Advertisement:** Provide detailed documentation supporting each State invoice, identifying the actual solicitations (ITBs and RFPs) transferred to, and advertised on the VIP system. This information will accompany each monthly invoice.
- 5. **Responsibilities of the Qualified Agency:** During the term of this Agreement, Qualified Agency shall:
  - A. **Price Agreement Purchases:** Complete and send to State, by the 10th day of each month, a monthly CRO Register; together with all blue copies of CRO's reporting purchases made from State price agreements during the preceding month.
  - B. **Negotiation:** Pursuant to OAR 137-30-090(5) and 137-30-105, relating to State procurement and contracting, Qualified Agency agrees not to use prices on State price agreements and purchase request procurements, or either of them, in an attempt to negotiate more favorable prices from contractors. Contractor prices on State contracts shall not be used for negotiation or any purpose other than purchases made in accordance with this Agreement.
  - C. **Solicitation Advertisement:** Transfer (upload) solicitations (ITBs and RFPs) information in a form and according to the process identified by the State.
  - D. **Responsibility for Content and Substance:** Take full and complete responsibility for the content and substance, as well as the grammatical and textual quality, of the solicitation information transferred to the VIP system.

6. **Consideration:** There is a cost for services provided by the Cooperative Purchasing Program. The Qualified Agency shall pay to the State an annual, non-refundable, program administration fee in the amount of \$150 upon execution of this Agreement and on each yearly anniversary thereafter while this Agreement remains in effect. There are additional "Service Charges" based on actual service usage.

Service charges for (i) individual purchases from price agreements and (ii) solicitation document development and procurement administration (iii) advertisement of Qualified Agency ITBs and RFPs will be invoiced at the end of each month according to Fee Schedules A, B and C.

Service charges are due and payable within 30 days of the date of the invoice. Past due accounts may result in assessment of late payment charges at the rate of eight percent (8%) per annum.

Note: The State reserves the right to change the Fee Schedule at any time, subject to the requirement to provide Qualified Agency with at least 30 days prior written notice.

**Fee Schedule A - Individual Usage of State's Price Agreements**

<u>Value of Contract Release Order</u>	<u>Service Charge</u>
\$ 0.00 to 199.99	\$ No Charge
\$ 200.00 to \$999.99	\$ 20.00
\$ 1,000.00 to \$ 4,999.99	\$ 50.00
\$ 5,000.00 to \$ 9,999.99	\$ 75.00
\$ 10,000.00 to \$ 49,999.99	\$ 100.00
\$ 50,000.00 to \$ 99,999.99	\$ 150.00
\$100,000.00 to \$499,999.99	\$ 300.00
\$500,000 and over	\$ 500.00

**Fee Schedule B - Solicitation Document Development**

Invitations to Bid/ Preparation for award recommendation - \$300.00

\* Invitations to Bid/ Combining State and Qualified Agency purchase requests - up to \$300.00

\* Requests for Proposal- \$300.00 to \$500.00

\* Proposal Evaluation/ Preparation for award recommendation - \$25.00 per hour.

\* Each request will be evaluated for its complexity and estimated time involvement.

**Fee Schedule C - ITB/RFP Advertisement**

(i) Qualified Agency shall pay \$45.00 for each ITB and RFP transferred (uploaded) to the VIP system if the estimated contract price is equal to or greater than \$25,000; (ii) Qualified Agency shall pay \$25.00 for each ITB and RFP transferred to the VIP system if the estimated contract price is less than \$25,000.

7. **Termination:** This Agreement may be terminated by either State or Qualified Agency upon 30 days' written notice. No such termination shall prejudice any rights or obligations of either party already accrued prior to the effective date of termination.
8. **Hold Harmless, Indemnity:** Qualified Agency shall defend, hold harmless and indemnify State, its divisions, officers, employees, agents and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the acts or omissions of Qualified Agency, or its officers, employees, agents or subcontractors, under this Agreement.
9. **Successors in Interest, Assignment:** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other.
10. **Public Use:** Qualified Agency represents and warrants that all purchases made through the CPP shall be for public use and benefit only. No goods or services may be devoted to, or resold for, personal use or profit.
11. **Limitation of Liability:** Qualified Agency understands and agrees that the State makes no representation or warranty regarding the suitability, durability, merchantability or fitness for a particular purpose of any goods or services available through this Agreement. Qualified Agency agrees that the State shall not be subject to any claims, actions, or liability arising out of or in any way related to any defect, malfunction, or damage of any nature arising from or related to goods or services obtained from contractors through this Agreement. Further, the State shall not be liable for any direct, indirect, incidental or consequential damages sustained by Qualified Agency and arising out of or in any way related to goods or services obtained from contractors through this Agreement.
12. **Authorized Agents:** Qualified Agency agrees to (i) provide State a list of all persons authorized to sign Purchase Requests on behalf of the Qualified Agency, including samples of such persons' signatures, and (ii) immediately inform State of any change in authorized agents.
13. **Applicable Law, Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Qualified Agency agrees to comply with all laws, rules and ordinances applicable to this Agreement, including but not limited to, ORS 279.312, 279.314, 279.316 and 279.320. In the event of any litigation between the State and Qualified Agency arising out of or related to this Agreement, such litigation shall only be commenced and maintained in the Circuit Court of Marion County in Salem, Oregon.

14. **MERGER:** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

15. **Signatures:** Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority necessary to execute this Agreement.

**NON-STATE AGENCY**

Signature: *Lillie M Walker*  
Name: Lillie M Walker  
Title: Director  
Date: 2/8/94

**D.A.S. PURCHASING DIVISION**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AGENTS AUTHORIZED TO SIGN PURCHASE REQUESTS ON BEHALF OF THE QUALIFIED NON-STATE AGENCY**

Signature: *Franna Hathaway*  
Name: Franna Hathaway

Signature: *Jan M Thompson*  
Name: Jan M Thompson

Signature: *Roger A Brund*  
Name: Roger A Brund

Signature: *Jeffrey B Baer*  
Name: Jeffrey B Baer

Signature: *Shirley Schumann*  
Name: Shirley Schumann

**IMPORTANT - COMPLETE THE INFORMATION FORM ON THE NEXT PAGE**

REVIEWED  
By *[Signature]*  
**MULLENBACH COUNTY COUNCIL**

INFORMATION FORM

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 2/24/94  
DEB BOGSTAD  
BOARD CLERK

AGENCY NAME: Multnomah County Purchasing Agency C01260  
ADDRESS: 2505 SE 11th Street  
Portland OR 97202  
TEL. # 503-248-5111  
FAX # 503-248-3252

Person responsible for Contract Release Order Forms Ellen B Mills-Poorman  
TEL. # 503-248-5111x2768 FAX # 503-248-3252

Contact person for accounts payable issues Patrick Brun  
TEL. # 503-248-3316 FAX.#. 503-248-3292

LIST ALL DIVISIONS OR SECTIONS IN YOUR AGENCY AUTHORIZED UNDER THIS AGREEMENT

Multnomah County Purchasing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon acceptance of your participation qualifications the State will provide communication software allowing you access to the VIP program. Please indicate the software disk size needed. (Check One)

     5 1/4 DD         5 1/4 HD         3 1/2 DD     3 1/2 HD

Submit the following: Program qualification page, Cooperative Purchasing Agreement completed and signed, \$150.00 program administration fee and this information page.

SEND TO:  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
COOPERATIVE PURCHASING PROGRAM  
PURCHASING DIVISION  
1225 FERRY STREET SE  
SALEM, OR 97310

MEETING DATE FEB 24 1994

AGENDA NO. C-5

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Subject: Wrecker's License Application

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT Sheriff's Office DIVISION \_\_\_\_\_

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Ferrell

ACTION REQUESTED:

( ) INFORMATIONAL ONLY ( ) POLICY DIRECTION (X) APPROVAL ( ) OTHER

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Attached is a renewal application for a business certificate for Ron Barber Enterprises, Inc., located at 13231 SE Division, Portland, Oregon 97236. The mailing address for Ron Barber Enterprises is 29504 SE Division Drive, Troutdale, Oregon 97060.

The owner, Ron Barber, has no criminal history and tax requirements have been met.

*2/25/94 original & copy*  
SIGNATURES REQUIRED: TO SGT FERRELL

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Sgt. Kathy Ferrell

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any questions call the Office of the Board Clerk, 248-3277/248-5222

KF/slr/5415

BOARD OF  
COUNTY COMMISSIONERS  
1994 FEB 16 PM 3:09  
MULTNOMAH COUNTY  
OREGON

# MEMO

To: Irv Ewen Date: 01/02/94  
From: Shaun Crowley

## Auto Wrecking Yard

Would you please site-inspect property located at  
13231 SE Division Street and check:

Yes, complies with Zoning Code

No, does not comply with Zoning Code.

I need report back not later than Wednesday,  
January 12, 1994.

*Thanks,  
Shaun*

**RECEIVED**

FEB 10 1994

Multnomah County  
Zoning Division



# APPLICATION FOR BUSINESS CERTIFICATE

AS A WRECKER OF MOTOR VEHICLES OR  
SALVAGE POOL OPERATOR

EXPIRATION DATE

- INSTRUCTIONS:**
- PLEASE TYPE OR PRINT LEGIBLY WITH INK.
  - SIGN LINE 14, SUBMIT THIS APPLICATION WITH YOUR SURETY BOND AND THE REQUIRED FEE TO BUSINESS REGULATION SECTION, 1905 LANA AVE. NE, SALEM OR 97314

ORIGINAL  
 RENEWAL

CCF OR  
M

1 NAME (CORPORATION AND/OR ASSUMED BUSINESS NAME) <b>RON BARBER ENTERPRISE INC. DBA DIVISION ST AUTO PARTS U-PULL-IT DIV</b>		BUSINESS TELEPHONE	
2 MAIN BUSINESS LOCATION (STREET AND NUMBER) <b>13231 S.E. DIVISION ST.</b>		CITY <b>PORTLAND</b>	ZIP CODE <b>97236</b>
3 MAILING ADDRESS <b>29504 S.E. DIVISION DR.</b>		CITY <b>TROUTDALE</b>	STATE <b>ORE</b>
		ZIP CODE <b>97060</b>	COUNTY <b>MULTNOMAH</b>

**A SEPARATE APPLICATION MUST BE COMPLETED FOR EACH ADDITIONAL LOCATION FROM WHICH YOU OPERATE YOUR BUSINESS.**

4 CHECK ORGANIZATION TYPE:  INDIVIDUAL  PARTNERSHIP  CORPORATION IF CORPORATION, LIST THE STATE UNDER WHOSE LAW BUSINESS IS INCORPORATED: **OREGON**

**LIST NAME AND RESIDENCE ADDRESS OF THIS OWNER, ALL PARTNERS OR PRINCIPAL CORPORATE OFFICERS:**

5 NAME <b>RON BARBER</b>	TITLE <b>PRES</b>	DATE OF BIRTH <b>10/2/49</b>	RESIDENCE TELEPHONE <b>(503) 665-0873</b>
6 RESIDENCE ADDRESS <b>29504 S.E. DIVISION DR.</b>	CITY <b>TROUTDALE</b>	STATE <b>ORE</b>	ZIP CODE <b>97060</b>
7 NAME	TITLE	DATE OF BIRTH	RESIDENCE TELEPHONE
8 RESIDENCE ADDRESS	CITY	STATE	ZIP CODE
9 NAME	TITLE	DATE OF BIRTH	RESIDENCE TELEPHONE
10 RESIDENCE ADDRESS	CITY	STATE	ZIP CODE

11 THE DIMENSIONS OF THE PROPERTY ON WHICH THE BUSINESS IS LOCATED ARE 400 ft. X 1000 ft.

I CERTIFY THAT I AM THE OWNER, A PARTNER OR A CORPORATE OFFICER OF THIS BUSINESS AND THAT ALL INFORMATION ON THIS APPLICATION IS ACCURATE AND TRUE. I CERTIFY THAT THE RIGHT OF WAY OF ANY HIGHWAY ADJACENT TO THE LOCATION LISTED ABOVE IS USED FOR ACCESS TO THE PREMISES AND PUBLIC PARKING.

12 NAME <b>RON BARBER</b>	TITLE <b>PRES</b>	RESIDENCE TELEPHONE <b>(503) 665-0873</b>
13 ADDRESS, CITY, STATE, ZIP CODE <b>29504 S.E. DIVISION DR. TROUTDALE OREGON 97060</b>		

14 SIGNATURE OF OWNER/PARTNER/CORPORATE OFFICER: **x Ron Barber** DATE: **12/12/93**

15 APPROVAL: I CERTIFY THAT THE GOVERNING BODY OF THE  CITY  COUNTY OF MULTNOMAH HAS:

- (A) APPROVED THE APPLICANT AS BEING SUITABLE TO ESTABLISH, MAINTAIN OR OPERATE A WRECKING YARD OR BUSINESS (ORIGINAL APPLICATIONS ONLY).
- B) DETERMINED THAT THE LOCATION OR PROPOSED LOCATION MEETS THE REQUIREMENTS FOR LOCATION UNDER OREGON REVISED STATUTE 822.110.
- C) DETERMINED THAT THE LOCATION DOES NOT VIOLATE ANY PROHIBITION UNDER OREGON REVISED STATUTE 822.135.
- D) APPROVED THE LOCATION AND DETERMINED THAT THE LOCATION COMPLIES WITH ANY REGULATIONS ADOPTED BY THE JURISDICTION UNDER OREGON REVISED STATUTE 822.140.

I ALSO CERTIFY THAT I AM AUTHORIZED TO SIGN THIS APPLICATION AND AS EVIDENCE OF SUCH AUTHORITY DO AFFIX HEREON THE SEAL OR STAMP OF THE CITY OR COUNTY.

▼ PLACE STAMP OR SEAL HERE ▼

16 NAME <b>BEVERLY STEIN</b>	TITLE <b>COUNTY CHAIR</b>	PHONE NUMBER <b>(503) 248-3308</b>
17 SIGNATURE <b>x Beverly Stein</b>		DATE <b>FEBRUARY 24, 1994</b>

**FEE: \$54.00**

# SURETY BOND

▼ BOND NUMBER ▼

805706

**NOTE:** TO BE COMPLETED BY BONDING COMPANY. FAILURE TO ACCURATELY COMPLETE THIS FORM WILL CAUSE DELAY. PLEASE TYPE OR PRINT LEGIBLY WITH INK.

**LET IT BE KNOWN:**

THAT RON BARBER INTERPRISES, INC  
(OWNER, PARTNERS, CORPORATION NAME)

DOING BUSINESS AS DIVISION ST AUTO PARTS U-PULL-IT DIVISION  
(ASSUMED BUSINESS NAME, IF ANY)

HAVING PRINCIPAL PLACE OF BUSINESS AT 132 SE DIVISION PORTLAND, OR 97236  
(ADDRESS, CITY, STATE, ZIP CODE)

WITH ADDITIONAL PLACES OF BUSINESS AT \_\_\_\_\_  
(ADDRESS, CITY, STATE, ZIP CODE)

STATE OF OREGON, AS PRINCIPAL(S), AND CONTRACTORS BONDING AND INSURANCE COMPANY  
(SURETY NAME)

1827 NE 44TH AVE, SUITE 100 PORTLAND, OR 97213 287-6000  
(ADDRESS, CITY, STATE, ZIP CODE) TELEPHONE NUMBER

A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WASHINGTON, AND AUTHORIZED TO TRANSACT A SURETY BUSINESS IN THE STATE OF OREGON, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO THE STATE OF OREGON IN THE PENAL SUM OF \$2,000 FOR THE PAYMENT OF WHICH WE HEREBY BIND OURSELVES, OUR RESPECTIVE SUCCESSORS AND ASSIGN, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

A CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEN THE ABOVE NAMED PRINCIPAL HAS BEEN ISSUED A CERTIFICATE TO CONDUCT, IN THIS STATE, A BUSINESS WRECKING, DISMANTLING AND SUBSTANTIALLY ALTERING THE FORM OF VEHICLES, SAID PRINCIPAL SHALL CONDUCT SUCH BUSINESS WITHOUT FRAUD OR FRAUDULENT REPRESENTATION, AND WITHOUT VIOLATION OF ANY OF THE PROVISIONS OF THE OREGON VEHICLE CODE SPECIFIED IN ORS 822.120(2) THEN AND IN THAT EVENT THIS OBLIGATION TO BE VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNLESS CANCELED PURSUANT TO ORS 743.755.

THIS BOND IS EFFECTIVE JANUARY 1 19 94 AND EXPIRES DECEMBER 31 19 94 (BOND MUST EXPIRE ON THE LAST DAY OF THE MONTH.)

**-- ANY ALTERATION VOIDS THIS BOND --**

IN WITNESS WHEREOF, THE SAID PRINCIPAL AND SAID SURETY HAVE EACH CAUSED THESE PRESENTS TO BE EXECUTED BY ITS AUTHORIZED REPRESENTATIVE OR REPRESENTATIVES AND THE SURETY CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 10TH DAY OF DECEMBER 19 93.

SIGNATURE OF OWNER, PARTNER OR CORPORATE OFFICER

X Ron Barber

TITLE

Pres.

SIGNATURE OF SURETY (AUTHORIZED REPRESENTATIVE)

X Jane Thorsen

TITLE

ATTORNEY-IN-FACT

SURETY'S AGENT OR REPRESENTATIVE MUST COMPLETE THIS SECTION:

PLACE SURETY SEAL BELOW

IN THE EVENT A PROBLEM ARISES CONCERNING THIS BOND, CONTACT:

NAME CBIC TELEPHONE NUMBER 287-6000

ADDRESS PO Box 12053

CITY, STATE, ZIP CODE Portland, Or 97212

APPROVED BY ATTORNEY GENERAL'S OFFICE

# CBIC

**CONTRACTORS BONDING  
AND INSURANCE COMPANY**

## RIDER

**Home Office:**

1213 Valley Street  
P.O. Box 9271  
Seattle, WA 98109-0271  
(206) 622-7053  
(800) 765-CBIC National  
(206) 382-9623 FAX

Issued in consideration of additional premium of \$ \_\_\_\_\_

To be attached to and form a part of license number \_\_\_\_\_

Bond number 805706 On behalf of RON BARBER INTERPRISES, INC DBA DIVISION ST AUTO PARTS  
U-PULL-IT' DIVISION

In favor of THE STATE OF OREGON Effective \_\_\_\_\_

In the amount of \$ 2,000

IN CONSIDERATION OF THE PREMISES, it is hereby understood and agreed that the \_\_\_\_\_

BUSINESS LOCATION \_\_\_\_\_ of the Principal on the above bond is changed.

From 132 SE DIVISION PORTLAND, OR 97236

To 13231 SE DIVISION ST PORTLAND, OR 97236

Effective as of 12/10/93

PROVIDED, HOWEVER, that the attached bond as extended and continued hereby shall be subject to all its terms, limitations and conditions, and that the liability of the Surety under the attached bond and the attached bond as extended and continued by this rider shall not be cumulative in amounts.

SIGNED, sealed and dated this 14TH day of DECEMBER, 19 93

**CONTRACTORS BONDING AND INSURANCE COMPANY**

[SEAL]

BY Jane Thorsen  
Attorney-in-Fact

BndLRDE.02-US052991

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN OREGON PUBLIC UTILITY COMMISSION AND THE SHERIFF'S OFFICE

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: FEBRUARY 24, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: ENFORCEMENT

CONTACT: Larry Aab TELEPHONE #: 251-2489 BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

SIGNATURES REQUIRED:

RATIFICATION OF INTERGOVERNMENTAL AGREEMENT, CONTRACT #800614, BETWEEN THE OREGON PUBLIC UTILITY COMMISSION AND THE SHERIFF'S OFFICE, PROVIDING REVENUE FOR SHERIFF'S OFFICE MOTOR CARRIER SAFETY UNIT TO ENFORCE COMMERCIAL MOTOR VEHICLE SAFETY RULES AND REGULATIONS, FOR THE PERIOD OCTOBER 1, 1993 THROUGH SEPTEMBER 30, 1994. (RENEWAL)

2/25/94 originals to Larry Aab

CONSENT

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER:

BOARD OF COUNTY COMMISSIONERS 1994 FEB 15 AM 9:31 MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222



### CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800614

MULTNOMAH COUNTY OREGON

Amendment # \_\_\_\_\_

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-6</u> DATE <u>2/24/94</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
---	---	--

Department Sheriff's Office Division Law Enforcement Date January 18, 1994

Contract Originator Bill Goss Phone 251-2422 Bldg/Room 313/

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract Revenue for Sheriff's Office Motor Carrier Safety Unit to enforce Commercial Motor Vehicle Safety Rules and Regulations.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name OR Public Utility Commission  
 Mailing Address 550 Capitol St. NE  
Salem, OR 97310-1380  
 Phone Attn: Paul Henry  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date 10-01-93  
 Termination Date 09-30-94  
 Original Contract Amount \$ 114,210.00  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

Remittance Address \_\_\_\_\_  
 (If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$as billed  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff \_\_\_\_\_

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No

Date January 18, 1994

Date \_\_\_\_\_

Date 2/9/94

Date \_\_\_\_\_

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	100	025	3315			2009					
02.											
03.											

\* If additional space is needed, attach separate page. Write contract # on top of page.

MEMORANDUM OF AGREEMENT BETWEEN  
OREGON PUBLIC UTILITY COMMISSION AND  
MULTNOMAH COUNTY SHERIFF'S OFFICE  
FY-1994

Contract 95-IA-4.MCS

**Background:**

Pursuant to the provisions contained in the Intermodal Surface Transportation Efficiency Act of 1991 (the Act), the Public Utility Commission (PUC), acting as Oregon's lead agency in motor carrier safety matters, submitted to the U.S. Department of Transportation Oregon's State Enforcement Plan (the Plan) on July 30, 1993.

For fiscal year 1994 (October 1, 1993, through September 30, 1994), Oregon has been awarded \$971,240 for its commercial vehicle safety program.

Based on fiscal and program data submitted to PUC by participating agencies, the prorated share of Oregon's FY-94 contract is: Dept. of Transportation, Motor Carrier Operations, \$229,125; City of Portland, Bureau of Police, \$46,800; Multnomah County Sheriff's Office, \$114,210, (includes traffic enforcement); Washington County Department of Public Safety, \$46,800; and Oregon Department of State Police, \$194,150 (includes traffic enforcement).

**Reimbursement Compensation:**

The FY-94 reimbursement amount for roadside vehicle inspections by the Multnomah County Sheriff's Office is \$73,710 for 1,890 Level I inspections, including 113 inspections of vehicles transporting hazardous materials; \$20,250 for 810 Level II inspections, and \$20,250 for 810 traffic enforcement stops. The reimbursement rate will be \$39 for each Level I inspection, \$25 for each Level II inspection, and \$25 for each traffic enforcement stop. It is stipulated that all commercial vehicle traffic enforcement reimbursed under this agreement will be initiated as a probable cause traffic stop and result in a Level II inspection. The PUC will bill the Federal Highway Administration monthly and reimburse Multnomah County Sheriff's Office, monthly for the number of inspections and traffic stops completed during the billing period, up to the maximum allotment for FY-94.

To ensure the total Oregon FY-94 allocation is exhausted not later than September 30, 1994, the PUC may adjust subcontractors' roadside vehicle inspection and traffic enforcement allocations in August. Subcontractors who have not achieved their year-to-date minimum inspection and traffic enforcement commitments preceding the adjustment period may lose a percentage of their allocated funds.

In the event a subcontractor fails to attain their prorated inspection and traffic enforcement stop minimums preceding the adjustment period, the PUC may reallocate and redistribute such monies to those agencies exceeding their minimum commitment.

In furtherance of the Public Utility Commission's contractual obligation to the U.S. Department of Transportation, and in recognition of its sponsorship and responsibility to coordinate the motor carrier safety activities of participating agencies, the Public Utility Commission agrees to:

1. Function as Oregon's lead motor carrier safety agency and coordinate and assist Multnomah County Sheriff's Office in their motor carrier safety activities to the end that all commitments contained in the Oregon State Enforcement plan are met;
2. Coordinate and assist Multnomah County Sheriff's Office in the preparation and timely submission to the PUC of required safety program documentation;
3. Coordinate and assist Multnomah County Sheriff's Office in their preparation and timely submission to the PUC of required fiscal documentation;
4. Process written requests for capital expenditures for carrying out the provisions of the Plan and this Agreement. It is understood that PUC must first have written authority to make such expenditures, and that no such expenditure will be made before such written authority is obtained;
5. Consolidate participating agencies' safety activity and fiscal reports, and submit a monthly billing to the U.S. Department of Transportation;
6. Receive on a monthly basis payment from the U.S. Department of Transportation, and make payment to participating agencies on a prorated basis for Level I and Level II "on-highway" commercial vehicle safety inspections and probable cause traffic enforcement stops performed; and
7. Train, retrain (as necessary or desirable), test, and certify the inspectors of the Multnomah County Sheriff's Office, as per the agreement between PUC and the Commercial Vehicle Safety Alliance (CVSA).

Multnomah County Sheriff's Office agrees to:

1. Enforce the state's Commercial Vehicle Safety and Hazardous Material Rules and Regulations in a manner consistent with the approved State Enforcement Plan and MCSAP/CVSA approved inspection procedures;

2. During FY-94 perform a minimum of 1,890 Level I commercial vehicle safety inspections, including 113 hazardous material inspections, and 810 each Level II inspections and traffic enforcement stops. Level I inspections will be recorded on PUC Form No. 242, "Driver Equipment Compliance Check," and Level II inspections will be recorded on PUC Form No. 242A, "Driver Equipment Compliance Check." Forms must be forwarded to the PUC within five (5) working days of the inspection.

For each Level II inspection performed, include on Form No. 242A, "Driver Equipment Compliance Check," the traffic violation that initiated the probable cause traffic stop and if a citation was issued. If a citation is issued, a copy of the citation must be submitted with the Level II inspection document or the citation number, offense, and bail amount must be recorded on Form No. 242A.

3. Report to the PUC within 15 days after the end of each month on PUC Form No. 457B the following information: names of employees conducting inspections during the reported period, the number of hours each employee was involved in commercial vehicle safety inspections, and the number of inspections completed during the report period. Show a separate accounting of the above information for each type of inspection conducted;
4. Maintain the updated maintenance of effort level of expenditures of \$170,781 for the motor carrier safety activities, exclusive of federal assistance awarded. The updated maintenance of effort was calculated, based on the average actual expenditures for the federal fiscal years 1989, 1990, and 1991, as required by the Act;
5. Report to the PUC within 15 days after the end of each month on PUC Form No. 457A all direct and indirect expenditures in performance of this agreement. Complete a separate Form No. 457A for each type of inspection conducted (Level I and Level II/Traffic Enforcement Stops combined).

The total amount of expenditures shown on all PUC Form No. 457As submitted for FY-94 will total at least \$313,545 (170,781 maintenance of effort expenditures; \$73,710 Level I MCSAP inspections awarded, plus \$18,428 matching share (20 percent); \$20,250 Level II MCSAP inspections awarded, plus \$5,063 matching share (20 percent); and \$20,250 Traffic Enforcement Stops, MCSAP funds awarded, plus \$5,063 matching share (20 percent) to the federal assistance awarded);

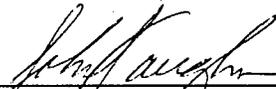
6. Report in writing to the state contract officer (Paul Henry, PUC) all proposed capital expenditures. Such report shall contain an exact identification of the proposed purchase, cost, use, and justification; and

7. Comply with all provisions contained in Exhibit A, attached hereto and incorporated herein.

This Agreement expires September 30, 1994, unless sooner terminated by mutual agreement. Either party desiring to terminate this agreement shall provide written notice to the other party not less than 60 days prior to the date of termination.

PUBLIC UTILITY COMMISSION

MULTNOMAH COUNTY

  
\_\_\_\_\_  
John E. Vaughn, Administrator  
Business Management Division

\_\_\_\_\_  
Robert Skipper, Sheriff

1/14/94  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert E. Russell  
Assistant Commissioner  
Transportation Program

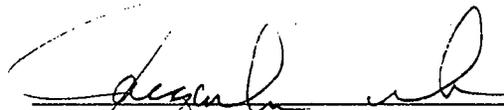
  
\_\_\_\_\_  
Beverly Stein, County Chair

\_\_\_\_\_  
February 24, 1994

1-14-94  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

REVIEWED BY COUNTY COUNSEL

  
\_\_\_\_\_  
Counsel of Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 2/24/94  
DEB BOGSTAD  
BOARD CLERK

GENERAL PROVISIONS FOR MCSAP AGREEMENT

1. General Provisions: The State will comply with all requirements imposed by FHWA concerning special requirements of law, program requirements, and other administrative requirements.
2. Regulation Requirements: The State hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR, Part 350, and applicable OMC Circular Nos. A-102 and A-87 as they relate to the application, acceptance and use of Federal funds for this federally-assisted project.
3. Modifications: This agreement may be amended at any time by a written modification properly executed by both the FHWA and the State.
4. Retention and Custodial Requirements for Records:
  - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three years, with the following exception:
    - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.
    - (2) Records for nonexpendable property, if any, required with Federal funds shall be retained for three years after its final disposition.
    - (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.
  - (b) The retention period starts from the date of the submission of the final expenditure report.
  - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
5. Equal Employment Opportunity:
  - (a) The applicant/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
  - (b) The applicant/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
  - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
6. Copeland Act: All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.
7. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wage specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.
8. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision of compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at the rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Access to Records: All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
10. Civil Rights Act: The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
  - (a) The primary purpose of an instrument is to provide employment, or
  - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
11. Nondiscrimination: The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
12. Rehabilitation Act: The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81 and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
13. Government Rights (Unlimited): FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.

b:genprov

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between U.S. Forest Service and the Sheriff's Office

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: February 24, 1994

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489 BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of an Intergovernmental Agreement, Contract #800634 between U.S. Forest Service and the Sheriff's Office to enforce Federal/State laws and regulations in the National Forest, for the period May 26, 1994 through September 9, 1994. RENEWAL.

CONSENT

2/25/94 originals to Larry Aab

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/5222

BOARD OF COUNTY COMMISSIONERS MULTNOMAH COUNTY OREGON 1994 FEB 16 PM 2:26



### CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800634

Amendment # \_\_\_\_\_

MULTNOMAH COUNTY OREGON

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-7</u> DATE <u>2/24/94</u> DEB BOGSTAD BOARD CLERK

Department Sheriff's Office Division Law Enforcement Date February 2, 1994

Contract Originator Capt. Bud Johnson Phone 251-2425 Bldg/Room 313/

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract Enforce Federal/State laws and regulations in the National Forest.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  ORF

Contractor Name Mt. Hood National Forest

Mailing Address 2955 NW Division St  
Gresham, OR 97030

Phone Attn: Mike Powers 666-0789

Employer ID# or SS# \_\_\_\_\_

Effective Date May 26, 1994

Termination Date September 5, 1994

Original Contract Amount \$ 35,712.00

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Remittance Address \_\_\_\_\_ (If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ as billed  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No

Date February 2, 1994

Date \_\_\_\_\_

Date February 11, 1994

Date February 24, 1994

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	100	025	3311			2003					
02.											
03.											

\* If additional space is needed, attach separate page. Write contract # on top of page.

ORIGINAL

ATTACHMENT VII

MULTNOMAH COUNTY

JOINT OPERATION AND FINANCIAL PLAN

1994

Reimbursable service request by the Forest Service, made and agreed to this 21st day of January, 1994, by and between the Service and the Multnomah County Sheriff, becomes a part of the agreement between said parties dated May 19, 1986.

1. Assignment of one Deputy Sheriff, fully equipped, with motor vehicle, to patrol National Forest lands within the Columbia Gorge Ranger District and the Columbia River Gorge National Scenic Area (NSA). The patrol will concentrate on National Forest picnic areas, campgrounds, vehicle parking areas, trailhead and other more dispersed recreation areas. Suggested patrol routes are outlined in attachment A and B of this plan.

Patrol routes identified in attachments A and B are guidelines. Routes may be varied at the discretion of the cooperating Deputy in order to effectively deal with problems at other locations as problems develop.

Forest patrols will begin May 26, 1994 and end September 5, 1994. The tour of duty May 26, through September 5, will be 10 hours each day on Thursday, Friday, Saturday, and Sunday of each week, as well as national holidays on May 30, July 4 and September 5, 1994.

Each duty tour should begin between 10 A.M., and 2 P.M., however, daily work hours may be varied after mutual agreement between the Cooperators representative and the Services Contracting Officers Representative.

The Service requests the cooperating Deputy check in with Mt. Hood National Forest Dispatch Center by radio or telephone at the beginning of each duty tour.

2. When requested by the Service, the Cooperator agrees to dispatch additional Deputies, as necessary, within manpower capabilities, to unforeseen, or emergency situations. These situations may include fire camp security and patrols. Any fire duty will be paid separately from this agreement.

**Contract No.: 800634**

3. Cooperator personnel assigned to duties in items 1, and 2 above, will be state certified law enforcement officers, or category 1 reserve officers employed by and responsible to the Multnomah County Sheriff.

4. Cooperator agrees to provide for the enforcement of State of Oregon and other local laws and regulations, which relate to the protection of the recreating public and their property.

5. It is understood by both parties that there will be patrol related and other activities, which will impact the Cooperating Deputy's time and cause him to be away from the patrol route (court, reports, or responding to incidents off the National Forest). No adjustment to this plan will be required so long as the activities are held to a reasonable minimum.

6. Rate schedule for reimbursable service: for the service identified in item 1 above, the service agrees to reimburse the Cooperator at the rate of \$54.55 per hour for the period May 26, 1994 through June 30, 1994 and \$57.60 per hour for the period July 1, 1994 through September 5, 1994. Total reimbursement for the service is \$35,712.00.

For services identified in item 3 above, the service agrees to reimburse the Cooperator on an actual cost basis, which will include salaries, other payroll expenses, administration costs, and equipment use and supplies.

Total amount to be paid under the terms of this operating plan cannot exceed \$36,000.00

7. Itemized billings for reimbursement will be furnished at the end of each county accounting period, along with a certification the services have been performed.

The Cooperator agrees to furnish copies of the Deputy's daily activity log sheets, which will contain sufficient information for an understanding of the Deputy's activities and the time periods covered. The Cooperator also agrees to complete a Cooperative Law Enforcement Activity Report (form 5300-5) at the end of each month. A supply of the required form will be provided to the Cooperator by the Service.

Itemized billings, copies of the Deputy's daily log sheets and completed form 5300-5 will be sent to the Area Manager, Columbia River Gorge National Scenic Area, 902 Wasco Ave., Suite 200, Hood River, OR 97031.

8. It is agreed that search and rescue within the Columbia Gorge Ranger District and the portion of the Columbia River Gorge National Scenic Area within Multnomah County, is the responsibility of the Multnomah County Sheriff. It is also agreed that the role of the Deputy assigned to the duties described in item 1 above, is to take initial action on search and rescue incidents and to coordinate subsequent (short-term) activities.

9. The Service will furnish one radio for the use of the Deputy identified in item one. The Cooperator will service and maintain the radio to insure it is in good working order. The Service will retain ownership of the radio. The following described radio has been provided to the Cooperator:

One 16 channel Phoenix mobile radio serial number 4420825

10. Designated representatives: The following persons are designated by the Service to make, or receive requests for service under this agreement.

Mike Powers, Forest Special Agent, Contracting Officer's Representative (Alternate), Mt. Hood National Forest, office 666-0789, home 655-2629.

Mike Boynton, Archaeologist, Contracting Officers Representative, CRGNSA, office 386-2333, Home 354-3245.

The Mt. Hood Forest Supervisors Fire Management 24 hour emergency telephone answering service, 667-6410, is available for use in emergencies.

The following persons are designated as contact persons or inspectors:

Ron Barnas, Law Enforcement Officer, office 695-2276, home 630-2596

Mickey Lehen, Law Enforcement Officer, office 386-2333, Home 667-9974.

Bing Beckman, Fire Management Officer, office 695-2276.

The following persons are designated by the Cooperator to make, or receive requests for service under this agreement.

Chief Randy Amundson, Multnomah County, Office 255-3600, ext. 401.

Capt. Bud Johnson, Multnomah County, Office 251-2425.

Sgt. Bob Boertien, Multnomah County, Office 255-3600, ext. 340.

Contract No.: 800634

JOINT OPERATING AND FINANCIAL PLAN

Plan Approval

FOREST SERVICE

By \_\_\_\_\_  
Forest Supervisor

Date \_\_\_\_\_

BY \_\_\_\_\_  
Area Manager

Date \_\_\_\_\_

COOPERATOR

By \_\_\_\_\_  
Sheriff

Date \_\_\_\_\_

Reviewed by County Counsel  
for Multnomah County, OR

By \_\_\_\_\_

Date 2/11/94

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 2/24/94  
DEB BOGSTAD  
BOARD CLERK

ATTACHMENT A

Patrol route A----to be patrolled daily.

The Scenic Highway to Eagle Creek, Larch Mountain area, and the Camp A Loop with special attention paid to the following:

1. Wahkeena Falls, trailhead and picnic area.
2. Multnomah Falls, vistas and parking areas.
3. Oneonta Trailhead, parking area.
4. Horsetail Falls Trailhead, parking area.
5. Nesmith Trailhead, parking area.
6. Tanner Creek Road.
7. Eagle Creek Trailhead, picnic area and campground.
8. Overlook, adjacent camping and parking areas.
9. Larch Mountain, parking areas, Camp A Loop (if open) and picnic areas.
10. Wahclella Falls Trailhead.
11. Sandy River Delta.

Contract No.: 800634

ATTACHMENT B

Patrol route B--secondary route to be patrolled once each week.

Route includes dispersed recreation locations along the Bonneville powerline right-of-way road from Larch Mountain to Gordon Creek road. If this area has been closed by the Forest Service and Bonneville, the patrol will only involve checking the gates at road 1509 and road 20.

ED

14 1994

MULTNOMAH COUNTY CHAIR

MEETING DATE: FEB 24 1994

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Correction Deed to Tax Collector

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested:

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590 BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of a Correction Deed to the Multnomah County Tax Collector as required by Records Management. Original deed issued had incomplete legal description.

CORRECTION DEED D940917, and Board Orders attached.

2/24/94 originals to Gwen - TAX TITLE

MULTNOMAH COUNTY OREGON 1994 FEB 15 AM 9:31

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR [Signature]

DEPARTMENT MANAGER: James M. Dow Betty H. Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Correction Deed D940917 Upon Complete ) ORDER  
Performance of a Contract to )  
GORDON E. POWELSON, TRUSTEE TEKS TRUST ) 94-30

It appearing that heretofore Multnomah County executed a deed conveying the real property hereinafter described to GORDON E. POWELSON, TRUSTEE TEKS TRUST and that a correction in the legal description is needed.

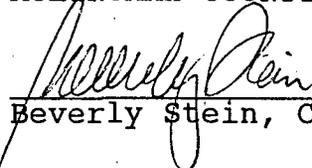
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

SEC 6, 1S 1E  
TL #315 AS DESCRIBED IN ATTACHED EXHIBIT A

Dated at Portland, Oregon this 24th day of February, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

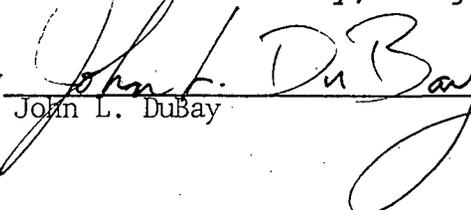
By   
John L. DuBay

EXHIBIT A

(99106-3150)

In the County of Multnomah, State of Oregon:

Beginning at a point on the west line of SW 61st Drive, County Road No. 1384, said point bears South 32° 23' West, 30.00 feet from engineers center line station 8+08.89 BC of said SW 61st Drive and North 43° 15' 59" East, 1409.00 feet from the west one-quarter corner of Section 6, Township 1 South, Range 1 East, Willamette Meridian; thence South 65° 15' 54" West, 246.60 feet; thence North 8° 22' 10" West, 261.96 feet for the true point of beginning of the tract of land herein described; thence from said true point of beginning North 8° 22' 10" West, 165.00 feet; thence South 66° 14' 05" East, 202.81 feet to a point on the west line of SW 61st Drive, County Road No. 1384; thence along said west line, along the arc of a 173.24 foot radius curve to the left, (the chord of which bears South 7° 00' 30.5" East, 176.33 feet) a distance of 185.00 feet; thence North 62° 57' 00" West, 205.60 feet to the true point of beginning.

Excepting therefrom: all that portion lying in the subdivision of Hidden Hills, as recorded in Multnomah County Deed Records.

CORRECTION DEED

THIS DEED IS EXECUTED TO CORRECT THE LEGAL DESCRIPTION ON DEED D940917 RECORDED SEPTEMBER 9, 1993 IN BOOK 2749, PAGE 1982, MULTNOMAH COUNTY DEED RECORDS.

DEED D940917

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GORDON E. POWELSON, TRUSTEE TEKS TRUST, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

SEC 6, 1S 1E  
TL #315 AS DESCRIBED IN ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,587.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Until a change is requested, all tax statements shall be sent to the following address:

6155 SW SEYMOUR ST  
PORTLAND OR 97221-1137

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of February, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By *John L. DuBay*  
John L. DuBay

By *Pat Frahler*  
Pat Frahler

After recording, return to Multnomah County Tax Title, 166/200

EXHIBIT A

(99106-3150)

In the County of Multnomah, State of Oregon:

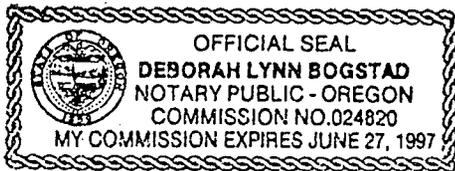
Beginning at a point on the west line of SW 61st Drive, County Road No. 1384, said point bears South 32° 23' West, 30.00 feet from engineers center line station 8+08.89 BC of said SW 61st Drive and North 43° 15' 59" East, 1409.00 feet from the west one-quarter corner of Section 6, Township 1 South, Range 1 East, Willamette Meridian; thence South 65° 15' 54" West, 246.60 feet; thence North 8° 22' 10" West, 261.96 feet for the true point of beginning of the tract of land herein described; thence from said true point of beginning North 8° 22' 10" West, 165.00 feet; thence South 66° 14' 05" East, 202.81 feet to a point on the west line of SW 61st Drive, County Road No. 1384; thence along said west line, along the arc of a 173.24 foot radius curve to the left, (the chord of which bears South 7° 00' 30.5" East, 176.33 feet) a distance of 185.00 feet; thence North 62° 57' 00" West, 205.60 feet to the true point of beginning.

Excepting therefrom: all that portion lying in the subdivision of Hidden Hills, as recorded in Multnomah County Deed Records.

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

*On this 24th day of February, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.*



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: FEB 24 1994

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of deed to contract purchaser for completion of Contract #15497.

Deed D940983 and Board Orders attached.

*2/24/94 originals to CREN - Tax Title*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *Jamie M. D...* *Betsy Willis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

1994 FEB 15 AM 9:31  
CLERK OF BOARD OF COUNTY COMMISSIONERS  
MULTI-NOMINAL COUNTY OREGON

FEB 1 1994

MULTI

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940983 Upon Complete Performance of )  
a Contract to )  
JOHN TENNANT, JR )  
LOIS A. TENNANT )

ORDER  
94-31

It appearing that heretofore, on April 30, 1990, Multnomah County entered into a contract with JOHN TENNANT, JR and LOIS A. TENNANT for the sale of the real property hereinafter described; and

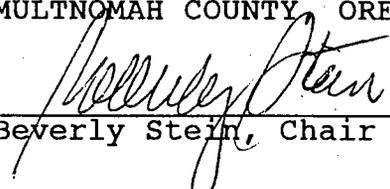
That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the county of Multnomah, State of Oregon:

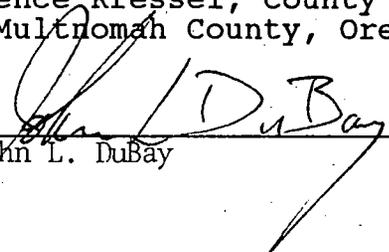
CARTERS ADD TO PORTLAND  
TL #6 OF BLOCK 59 AS DESCRIBED ON ATTACHED EXHIBIT A

Dated at Portland, Oregon this 24th day of February, 1994.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED 10/9/94  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
John L. DuBay

## EXHIBIT "A"

14040-3440

A TRACT OF LAND IN BLOCK 59, CARTERS ADDITION IN SECTION 4, TOWNSHIP 1 SOUTH RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF GEORGE WHITESIDE'S TRACT AS DESCRIBED IN BOOK 403, PAGE 243, DEED RECORDS OF MULTNOMAH COUNTY, SAID POINT BEING AN IRON PIPE IN THE SOUTHERLY LINE OF SW MARKET STREET DRIVE; THENCE SOUTH  $41^{\circ} 52'$  WEST 6.0 FEET TO AN IRON PIPE; THENCE SOUTH  $15^{\circ} 51'$  EAST 42.5 FEET TO AN IRON PIPE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 16.27 FEET AND A CENTRAL ANGLE OF  $56^{\circ} 00'$  AN ARC DISTANCE OF 15.90 FEET TO AN IRON PIPE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 36.78 FEET AND CENTRAL ANGLE OF  $44^{\circ} 13'$  AN ARC DISTANCE OF 28.39 FEET TO AN IRON PIPE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 33.00 FEET AN A CENTRAL ANGLE OF  $19^{\circ} 29'$  AN ARC DISTANCE OF 10.54 FEET TO AN IRON PIPE; THENCE NORTH  $85^{\circ} 9.09'$  WEST (AT 9.80 FEET PASS THROUGH AN IRON ROD) A DISTANCE OF 63.56 FEET TO AN IRON ROD; THENCE SOUTH A DISTANCE OF 63.56 FEET TO AN IRON ROD; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 143.44 FEET, A CHORD OF 80.84 FEET AND A CENTRAL ANGLE OF  $32^{\circ} 44'$  AN ARC DISTANCE OF 81.98 FEET TO AN IRON PIPE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 19.84 FEET, A CHORD OF 24.40 FEET AND A CENTRAL ANGLE OF  $75^{\circ} 53'$  AN ARC DISTANCE OF 25.80 FEET TO AN IRON PIPE; THENCE SOUTH  $41^{\circ} 38'$  EAST 30.47 FEET TO A POINT; THENCE SOUTH  $49^{\circ} 30' 30''$  WEST 23.50 FEET, MORE OR LESS, TO AN IRON ROD; THENCE SOUTH  $40^{\circ} 29' 30''$  EAST 54.85 FEET TO AN IRON ROD AT THE WESTERLY EDGE OF THE PAVEMENT IN SW PROSPECT DRIVE; THENCE SOUTHERLY ALONG THE WESTERLY EDGE OF SAID PAVEMENT IN SW PROSPECT DRIVE TO AN IRON PIPE ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 2, AS PLATTED IN BLOCK 59, CARTERS ADDITION:

A LINE BETWEEN THIS IRON PIPE AND THE LAST MENTIONED IRON ROD BEARS SOUTH  $19^{\circ} 22'$  EAST A DISTANCE OF 138.9 FEET; THENCE FROM LAST MENTIONED IRON PIPE SOUTH  $72^{\circ} 43'$  WEST ALONG THE NORTHERLY LINE OF SAID LOT 2 IN BLOCK 59, CARTERS ADDITION AND THE EXTENSIONS OF SAID LINE 74.9 FEET TO AN IRON PIPE IN THE EASTERLY LINE OF SW FORD STREET DRIVE AS OPENED AND ESTABLISHED BY RESOLUTION NO. 24254, PASSED BY THE COUNCIL OF THE CITY OF PORTLAND SEPTEMBER 22, 1949; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SW FORD STREET DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 85.58 FEET AND A CENTRAL ANGLE OF  $35^{\circ} 22'$  AN A ARC DISTANCE OF 32.82 FEET (THE CHORD OF SAID CURVE BEARS NORTH  $2^{\circ} 24'$  EAST) TO AN IRON PIPE; THENCE NORTH  $15^{\circ} 17'$  WEST 102.25 FEET ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE TO AN IRON PIPE; THENCE NORTH  $23^{\circ} 37'$  WEST 17.11 FEET ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE TO AN IRON PIPE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 140.75 FEET AND A CENTRAL ANGLE OF  $93^{\circ} 02'$  AN ARC DISTANCE OF 228.54 FEET ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE TO AN IRON PIPE; THENCE NORTH  $69^{\circ} 25'$  EAST 41.35 FEET ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE TO AN IRON PIPE IN THE SOUTHERLY LINE OF SW MARKET STREET DRIVE; THENCE NORTH  $89^{\circ} 59' 30''$  EAST 13.72 FEET ALONG THE SOUTHERLY LINE OF SW MARKET STREET DRIVE TO AN IRON PIPE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF  $25^{\circ} 40'$ ; AN ARC DISTANCE OF 42.66 FEET ALONG THE SOUTHERLY LINE OF SW MARKET STREET DRIVE TO AN IRON PIPE; THENCE NORTH  $64^{\circ} 19' 30''$  EAST 3.09 FEET ALONG THE SOUTHERLY LINE OF SW MARKET STREET DRIVE TO AN IRON PIPE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 192.84 FEET AND A CENTRAL ANGLE OF  $0^{\circ} 36' 30''$  AN ARC DISTANCE OF 2.05 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PORTION VACATED SW FORD STREET DRIVE LYING WESTERLY OF THE CENTER LINE OF SAID VACATED SW FORD STREET DRIVE MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE MOST SOUTHERLY CORNER OF THE ABOVE DESCRIBED TRACT RUNNING THENCE NORTH  $72^{\circ} 43'$  EAST 18.10 FEET TO THE CENTER OF SAID VACATED DRIVE; THENCE NORTHERLY ALONG THE CENTER OF SAID VACATED DRIVE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF  $19^{\circ} 28' 15''$  AND A RADIUS OF 81.00 FEET AN ARC DISTANCE OF 27.53 FEET TO A POINT THENCE NORTH  $23^{\circ} 37'$  WEST 20.54 FEET TO A POINT IN THE EASTERLY LINE OF THE NEWLY OPENED SW FORD STREET DRIVE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF  $34^{\circ} 33' 45''$  AND A RADIUS 85.58 FEET AN ARC DISTANCE OF 31.62 FEET TO THE PLACE OF BEGINNING.

## AND FURTHER EXCEPTING THE FOLLOWING:

THAT PART OF BLOCK 59 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, MARKED BY A 1/2 INCH IRON PIPE, ON THE EASTERLY LINE OF SW FORD AS OPENED AND ESTABLISHED BY RESOLUTION #24254, THAT IS ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 2, BLOCK 58 OF SAID CARTERS ADDITION, THENCE ALONG SAID EASTERLY EXTENSION OF LOT 2, BLOCK 58 OF SAID CARTERS ADD NORTH  $72^{\circ} 43'$  EAST, 18.10 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL AS CONVEYED TO LEE ZUMWALT BUILDERS, INC. AND RECORDED IN BOOK 1402, PAGE 873 MULTNOMAH COUNTY DEED RECORDS, AND THE TRUE POINT OF BEGINNING, THENCE NORTH  $89^{\circ} 34' 44''$  EAST, 31.38 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID ZUMWALT TRACT, NORTH  $72^{\circ} 43'$  EAST 27.05 FEET TO A POINT ON THE WESTERLY LINE OF SW PROSPECT DRIVE, SAID POINT BEING SOUTH  $19^{\circ} 02' 22''$  EAST, 9.11 FEET FROM THE SOUTHEAST CORNER OF SAID ZUMWALT TRACT; THENCE ALONG SAID WESTERLY LINE, NORTH  $19^{\circ} 02' 22''$  WEST, 147.61 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH  $87^{\circ} 06' 18''$  WEST 51.18 FEET TO AN ANGLE POINT ON THE EASTERLY LINE OF SW FORD DRIVE PER RESOLUTION NO. 24254; THENCE ALONG SAID EASTERLY LINE SOUTH  $15^{\circ} 17' 00''$  EAST, 102.25 FEET; THENCE ALONG THE 85.58 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH  $14^{\circ} 52' 17''$  EAST, 1.23 FEET); A DISTANCE OF 1.23 FEET TO A POINT ON THE CENTERLINE OF THE VACATED PORTION OF SW FORD DRIVE; THENCE ALONG SAID CENTERLINE SOUTH  $23^{\circ} 37' 00''$  EAST, 20.51 FEET; THENCE ALONG A 81.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH  $13^{\circ} 52' 53''$  EAST, 27.39 FEET), A DISTANCE OF 27.53 FEET TO THE SOUTHWEST CORNER OF SAID ZUMWALT TRACT AND THE TRUE POINT OF BEGINNING.

DEED D940983

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN TENNANT, JR and LOIS A. TENNANT, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

CARTERS ADD TO PORTLAND  
TL #6 OF BLOCK 59 AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$17,500.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Until a change is requested, all tax statements shall be sent to the following address:

PO BOX 1658  
PORTLAND OR 97207

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of February, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BY John L. DuBay  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

BY Pat Frahler  
Pat Frahler

After recording, return to Multnomah County Tax Title (166/200)

## EXHIBIT "A"

14040-3440

A TRACT OF LAND IN BLOCK 59, CARTERS ADDITION IN SECTION 4, TOWNSHIP 1 SOUTH RANG 1 EAST OF THE WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF GEORGE WHITESIDE'S TRACT AS DESCRIBED IN BOOK 403, PAGE 243, DEED RECORDS OF MULTNOMAH COUNTY, SAID POINT BEING AN IRON PIPE IN THE SOUTHERLY LINE OF SW MARKET STREET DRIVE; THENCE SOUTH 41° 52' WEST 6.0 FEET TO AN IRON PIPE; THENCE SOUTH 15° 51' EAST 42.5 FEET TO AN IRON PIPE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 16.27 FEET AND A CENTRAL ANGLE OF 56° 00' AN ARC DISTANCE OF 15.90 FEET TO AN IRON PIPE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 36.78 FEET AND CENTRAL ANGLE OF 44° 13' AN ARC DISTANCE OF 28.39 FEET TO AN IRON PIPE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 33.00 FEET AN A CENTRAL ANGLE OF 19° 29' AN ARC DISTANCE OF 10.54 FEET TO AN IRON PIPE; THENCE NORTH 85° 9.09' WEST (AT 9.80 FEET PASS THROUGH AN IRON ROD) A DISTANCE OF 63.56 FEET TO AN IRON ROD; THENCE SOUTH A DISTANCE OF 63.56 FEET TO AN IRON ROD; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 143.44 FEET, A CHORD OF 80.84 FEET AND A CENTRAL ANGLE OF 32° 44' AN ARC DISTANCE OF 81.98 FEET TO AN IRON PIPE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 19.84 FEET, A CHORD OF 24.40 FEET AND A CENTRAL ANGLE OF 75° 53' AN ARC DISTANCE OF 25.80 FEET TO AN IRON PIPE; THENCE SOUTH 41° 38' EAST 30.47 FEET TO A POINT; THENCE SOUTH 49° 30' 30" WEST 23.50 FEET, MORE OR LESS, TO AN IRON ROD; THENCE SOUTH 40° 29' 30" EAST 54.85 FEET TO AN IRON ROD AT THE WESTERLY EDGE OF THE PAVEMENT IN SW PROSPECT DRIVE; THENCE SOUTHERLY ALONG THE WESTERLY EDGE OF SAID PAVEMENT IN SW PROSPECT DRIVE TO AN IRON PIPE ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 2, AS PLATTED IN BLOCK 59, CARTERS ADDITION:

A LINE BETWEEN THIS IRON PIPE AND THE LAST MENTIONED IRON ROD BEARS SOUTH 19° 22' EAST A DISTANCE OF 138.9 FEET; THENCE FROM LAST MENTIONED IRON PIPE SOUTH 72° 43' WEST ALONG THE NORTHERLY LINE OF SAID LOT 2 IN BLOCK 59, CARTERS ADDITION AND THE EXTENSIONS OF SAID LINE 74.9 FEET TO AN IRON PIPE IN THE EASTERLY LINE OF SW FORD STREET DRIVE AS OPENED AND ESTABLISHED BY RESOLUTION NO. 24254, PASSED BY THE COUNCIL OF THE CITY OF PORTLAND SEPTEMBER 22, 1949; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SW FORD STREET DRIVE ON A CURVE TO THE LEFT HAVING A RADIUS OF 85.58 FEET AND A CENTRAL ANGLE OF 35° 22' AN A ARC DISTANCE OF 32.82 FEET (THE CHORD OF SAID CURVE BEARS NORTH 2° 24' EAST) TO AN IRON PIPE; THENCE NORTH 15° 17' WEST 102.25 FEET ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE TO AN IRON PIPE; THENCE NORTH 23° 37' WEST 17.11 FEET ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE TO AN IRON PIPE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 140.75 FEET AND A CENTRAL ANGLE OF 93° 02' AN ARC DISTANCE OF 228.54 FEET ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE TO AN IRON PIPE; THENCE NORTH 69° 25' EAST 41.35 FEET ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE TO AN IRON PIPE IN THE SOUTHERLY LINE OF SW MARKET STREET DRIVE; THENCE NORTH 89° 59' 30" EAST 13.72 FEET ALONG THE SOUTHERLY LINE OF SW MARKET STREET DRIVE TO AN IRON PIPE; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 25° 40' AN ARC DISTANCE OF 42.66 FEET ALONG THE SOUTHERLY LINE OF SW MARKET STREET DRIVE TO AN IRON PIPE; THENCE NORTH 64° 19' 30" EAST 3.09 FEET ALONG THE SOUTHERLY LINE OF SW MARKET STREET DRIVE TO AN IRON PIPE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 192.84 FEET AND A CENTRAL ANGLE OF 0° 36' 30" AN ARC DISTANCE OF 2.05 FEET TO THE PLACE OF BEGINNING.

EXCEPT THAT PORTION VACATED SW FORD STREET DRIVE LYING WESTERLY OF THE CENTER LINE OF SAID VACATED SW FORD STREET DRIVE MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE MOST SOUTHERLY CORNER OF THE ABOVE DESCRIBED TRACT RUNNING THENCE NORTH 72° 43' EAST 18.10 FEET TO THE CENTER OF SAID VACATED DRIVE; THENCE NORTHERLY ALONG THE CENTER OF SAID VACATED DRIVE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19° 28' 15" AND A RADIUS OF 81.00 FEET AN ARC DISTANCE OF 27.53 FEET TO A POINT THENCE NORTH 23° 37' WEST 20.54 FEET TO A POINT IN THE EASTERLY LINE OF THE NEWLY OPENED SW FORD STREET DRIVE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SW FORD STREET DRIVE ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 34° 33' 45" AND A RADIUS 85.58 FEET AN ARC DISTANCE OF 31.62 FEET TO THE PLACE OF BEGINNING.

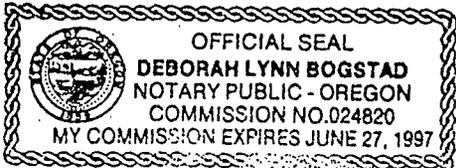
AND FURTHER EXCEPTING THE FOLLOWING:

THAT PART OF BLOCK 59 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, MARKED BY A 1/2 INCH IRON PIPE, ON THE EASTERLY LINE OF SW FORD AS OPENED AND ESTABLISHED BY RESOLUTION #24254, THAT IS ON THE EASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 2, BLOCK 58 OF SAID CARTERS ADDITION, THENCE ALONG SAID EASTERLY EXTENSION OF LOT 2, BLOCK 58 OF SAID CARTERS ADD NORTH 72° 43' EAST, 18.10 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL AS CONVEYED TO LEE ZUMWALT BUILDERS, INC. AND RECORDED IN BOOK 1402, PAGE 873 MULTNOMAH COUNTY DEED RECORDS, AND THE TRUE POINT OF BEGINNING, THENCE NORTH 89° 34' 44" EAST, 31.38 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID ZUMWALT TRACT, NORTH 72° 43' EAST 27.05 FEET TO A POINT ON THE WESTERLY LINE OF SW PROSPECT DRIVE, SAID POINT BEING SOUTH 19° 02' 22" EAST, 9.11 FEET FROM THE SOUTHEAST CORNER OF SAID ZUMWALT TRACT; THENCE ALONG SAID WESTERLY LINE, NORTH 19° 02' 22" WEST, 147.61 FEET TO A 5/8 INCH IRON ROD; THENCE SOUTH 87° 06' 18" WEST 51.18 FEET TO AN ANGLE POINT ON THE EASTERLY LINE OF SW FORD DRIVE PER RESOLUTION NO. 24254; THENCE ALONG SAID EASTERLY LINE SOUTH 15° 17' 00" EAST, 102.25 FEET; THENCE ALONG THE 85.58 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 14° 52' 17" EAST, 1.23 FEET); A DISTANCE OF 1.23 FEET TO A POINT ON THE CENTERLINE OF THE VACATED PORTION OF SW FORD DRIVE; THENCE ALONG SAID CENTERLINE SOUTH 23° 37' 00" EAST, 20.51 FEET; THENCE ALONG A 81.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 13° 52' 53" EAST, 27.39 FEET), A DISTANCE OF 27.53 FEET TO THE SOUTHWEST CORNER OF SAID ZUMWALT TRACT AND THE TRUE POINT OF BEGINNING.

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 24th day of February, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.*



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: FEB 24 1994

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of Repurchase Deed to former owner.

Deed D940984 and Board Orders attached.

*2/24/94 originals to Cwes - Tax Title*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 15 AM 9:31

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *James M. Du* *Betsy Willis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

6/93

MEETING DATE: \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D940984 for Certain ) ORDER  
Tax Acquired Property to )  
DARLENE CLOUGH ) 94-32

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that DARLENE CLOUGH is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$3,344.99 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

MENTONE  
LOT 8, BLOCK 36

Dated at Portland, Oregon this 24th day of February , 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
John L. DuBay

DEED D940984

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to DARLENE CLOUGH, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

MENTONE  
LOT 8, BLOCK 36

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,344.99.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

5926 SE 104TH AVE  
PORTLAND OR 97266-4111

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of February, 1994 by authority of an Order of said Board of County Commissioners heretofore entered of record.



REVIEWED:  
Lawrence Kressel, County Counsel  
for Multnomah County, Oregon

By John L. DuBay  
John L. DuBay

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Beverly Stein  
Beverly Stein, Chair

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

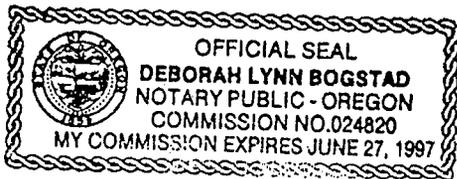
By K. A. Tuneberg  
K. A. Tuneberg

After recording, return to Multnomah County Tax Title  
166/200/Tax Collections

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

*On this 24th day of February, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.*



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: FEB 24 1994

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of Repurchase Deed to former owner.

Deed D940985 and Board Orders attached.

*2/24/94 originals to Gwen-tax title*

1994 FEB 15 AM 9:31  
MULTNOMAH COUNTY  
OREGON  
CLERK OF COUNTY COMMISSIONERS

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *James M. Don* *Betsy William*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

6/93

MEETING DATE: \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D940985 for Certain ) ORDER  
Tax Acquired Property to ) 94-33  
DARLENE CLOUGH )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that DARLENE CLOUGH is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$14,043.69 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

MENTONE  
S 1/2 OF LOTS 9 & 10, BLOCK 36

Dated at Portland, Oregon this 24th day of February , 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
John L. DuBay

DEED D940985

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to DARLENE CLOUGH, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

MENTONE  
S 1/2 OF LOTS 9 & 10, BLOCK 36

The true and actual consideration paid for this transfer, stated in terms of dollars is \$14,043.69.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

Until a change is requested, all tax statements shall be sent to the following address:

5926 SE 104TH AVE  
PORTLAND OR 97266-4111

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of February, 1994 by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
\_\_\_\_\_  
Beverly Stein, Chair

REVIEWED  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
\_\_\_\_\_  
John L. DuBay

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

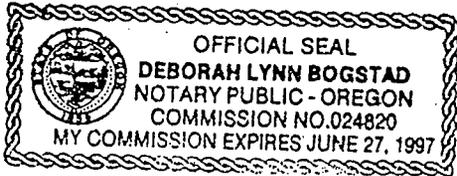
By *K. A. Tuneberg*  
\_\_\_\_\_  
K. A. Tuneberg

After recording, return to Multnomah County Tax Title  
166/200/Tax Collections

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

On this 24th day of February, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: FEB 24 1994  
AGENDA NO: C-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to former owner.

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation  
CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of Repurchase Deed D940986 to former owner.  
Deed D940986 and Board Orders attached.

2/24/94 originals to Gwen-tax  
Title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: Jamie M. Drew Betsy Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 16 AM 10:43

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D940986 for Certain ) ORDER  
Tax Acquired Property to )  
MIRACLE TEMPLE OF PORTLAND ) 94-34

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that MIRACLE TEMPLE OF PORTLAND is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$1,683.57 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

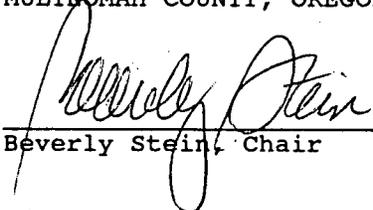
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

SEC 1, 1S 1E  
TL #333 0.14 AC AS DESCRIBED ON ATTACHED EXHIBIT A

Dated at Portland, Oregon this 24th day of February ,1994



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

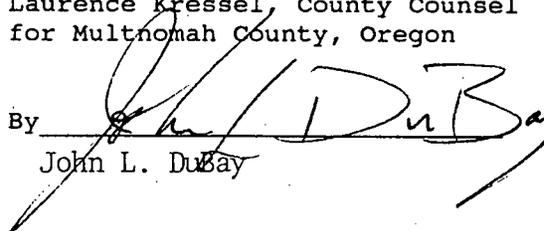
By   
John L. DuBay

EXHIBIT A

(99101-3330)

South 50 feet of the following described property:

Beginning at a point 1846.25' North and 280 feet East of the Southeast corner of Seldon Murray DLC, said point being the Northwest corner of Lot 4, Block 3, Linns Addition; thence East 121.6 feet to the West line of E. 39th St; thence North 120 feet; thence West 119.40 feet to the Southwest corner of Lot 10, Block 4, Oberst; thence South 120 feet to the beginning.

DEED D940986

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MIRACLE TEMPLE OF PORTLAND Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

SEC 1, 1S 1E  
TL #333 0.14 AC AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$1,683.57.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

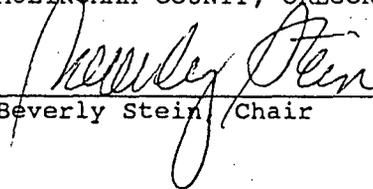
Until a change is requested, all tax statements shall be sent to the following address:

% WILLIAM D. WALTZ  
PO BOX 570  
LYLE, WA 98635-9803

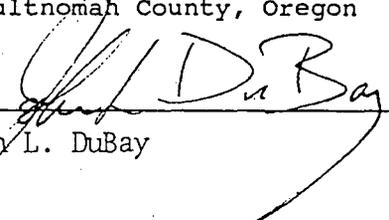
IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of February, 1994 by authority of an Order of said Board of County Commissioners heretofore entered of record.



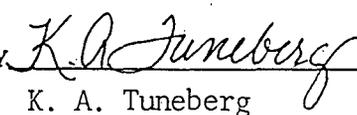
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
John L. DuBay

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By   
K. A. Tuneberg

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97205 166/200/Tax Collections

EXHIBIT A

(99101-3330)

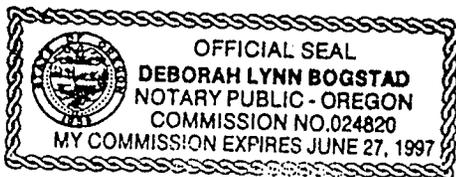
South 50 feet of the following described property:

Beginning at a point 1846.25' North and 280 feet East of the Southeast corner of Seldon Murray DLC, said point being the Northwest corner of Lot 4, Block 3, Linns Addition; thence East 121.6 feet to the West line of E. 39th St; thence North 120 feet; thence West 119.40 feet to the Southwest corner of Lot 10, Block 4, Oberst; thence South 120 feet to the beginning.

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH            )

*On this 24th day of February, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.*



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: FEB 24 1994  
AGENDA NO: C-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of deed to contract purchaser for completion of Contract #15729.

Deed D940989 and Board Orders attached.

*2/24/94 originals to Curran - tax title*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 16 AM 10:43

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *[Signature]* *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940989 Upon Complete Performance of ) ORDER  
a Contract to ) 94-35  
HOMESTEAD HOLDING CO., INC. )

It appearing that heretofore on May 6, 1993, Multnomah County entered into a contract with HOMESTEAD HOLDING CO., INC. for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

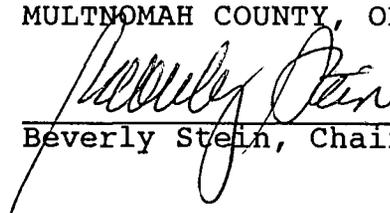
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

FILLEY PK  
LOTS 8 & 9, BLOCK 1

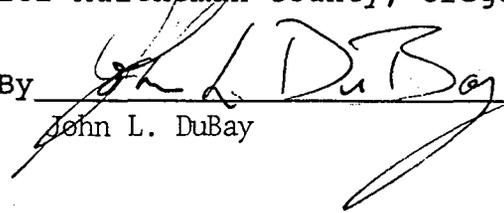
Dated at Portland, Oregon this 24th day of February, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
John L. DuBay

DEED D940989

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HOMESTEAD HOLDING CO., INC., Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

FILLEY PK  
LOTS 8 & 9, BLOCK 1

The true and actual consideration paid for this transfer, stated in terms of dollars is \$20,600.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Until a change is requested, all tax statements shall be sent to the following address:

6107 SW MURRAY BLVD #165  
BEAVERTON OR 97005

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of February, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

BY *John L. DuBay*  
John L. DuBay

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

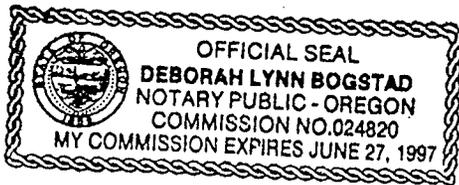
BY *K. A. Tumeberg*  
K. A. Tumeberg

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH            )

*On this 24th day of February, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.*



*DEBORAH LYNN BOGSTAD*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: FEB 24 1994

AGENDA NO: C-14

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of deed to contract purchaser for completion of Contract #15731.

Deed D940990 and Board Orders attached.

*2/24/94 originals to Curran-tax title*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *[Signature]* *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 16 AM 10:42

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940990 Upon Complete Performance of ) ORDER  
a Contract to ) 94-36  
HOMESTEAD HOLDING CO., INC )

It appearing that heretofore on May 6, 1993, Multnomah County entered into a contract with HOMESTEAD HOLDING CO., INC for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

MIDLAND ACRE TRACTS  
EXC PT IN ST & EXC E 161' OF LOT 23

Dated at Portland, Oregon this 24th day of February, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By

*John L. DuBay*  
John L. DuBay

DEED D940990

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HOMESTEAD HOLDING CO., INC, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

MIDLAND ACRE TRACTS  
EXC PT IN ST & EXC E 161' OF LOT 23

The true and actual consideration paid for this transfer, stated in terms of dollars is \$16,200.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

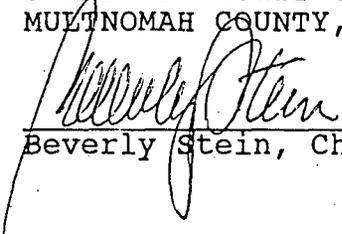
Until a change is requested, all tax statements shall be sent to the following address:

6107 SW MURRAY BLVD #165  
BEAVERTON OR 97005

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of February, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

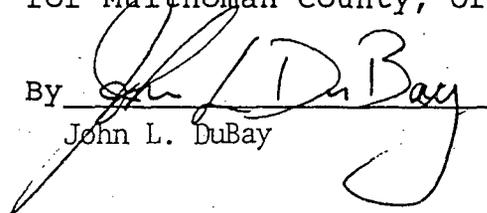
  
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

BY   
John L. DuBay

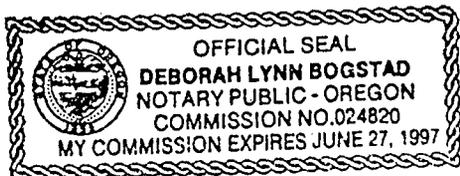
BY   
K. A. Tuneberg

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

*On this 24th day of February, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.*



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: FEB 24 1994

AGENDA NO: C-15

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

[ ] INFORMATIONAL ONLY [ ] POLICY DIRECTION [X] APPROVAL [ ] OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request approval of deed to contract purchaser for completion of Contract #15690. (Property originally purchased at auction.)

Deed D940997 and Board Orders attached.

*2/24/94 originals to Cwea-tax title*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 16 PM 2:00

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *James W. Danner for Betty Williams*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D940997 Upon Complete Performance of )  
a Contract to )  
GARY GUZMAN )

ORDER  
94-37

It appearing that heretofore on July 21, 1992, Multnomah County entered into a contract with GARY GUZMAN for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

KINGS HEIGHTS & REPLAT  
TL #4 OF LOTS 3-7 & 13, BLOCK 24  
AS DESCRIBED ON ATTACHED EXHIBIT A

Dated at Portland, Oregon this 24th day of February, 1994.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By *John L. DuBay*  
John L. DuBay

R45200-4880

EXHIBIT A

Lots 5, 6 and 13 and those portions of Lots 3, 4, 12 and 14 in Block 24 of King's Heights, and that portion of Lot 7 in Block 24 of King's Heights Replat, included in the following description: Beginning on the Westerly line of said Lot 12, being on the arc of a 100 foot radius curve to the left, at a point 34.07 feet along said line from the Southwest corner of Lot 12; thence Northeasterly in a straight line, 108.5 feet more or less to the Southwest corner of said Lot 7; thence continuing Northeasterly on a projection of said straight line, 120 feet more or less to the East line of Lot 7; thence Northerly along the East line of Lot 7 and of said Lot 6, on the arc of a 100 foot radius curve left, 103.47 feet more or less to the end of curve; thence continuing along the Easterly line of Lot 6 and Lots 5 and 4, North 52° 09' 50" West 153.0 feet to a point 4.86 feet Northwesterly from the Northeast corner of said Lot 4; thence continuing along the line of Lot 4 on the arc of a 100 foot radius curve left, 25.0 feet; thence Southwesterly in a straight line 202.0 feet more or less to a point in the Southerly line of said Lot 14 which is 29.25 feet Northwesterly measured along said lot line from the Southeast corner of Lot 14; thence Southeasterly along the Westerly line of Lots 14, 13 and 12, on the arc of a 100 foot radius curve right, 81.5 feet to the point of beginning.

EXCEPT the following described portions of Lots 3, 4, 12, 13 and 14 in Block 24, KINGS HEIGHTS:

Beginning on the Westerly line of said Lot 12, being on the arc of a 100 foot radius curve to the left at a point 34.07 feet along said line from the Southwest corner of Lot 12; thence North 81° 22' 30" East 108.5 feet, more or less, to the Southwest corner of Lot 7; thence North 42° 10' 20" West 177.53 feet to a point in the Northwesterly line of a tract recorded May 15, 1967 in Book 561 page 424, Deed Records; thence South 25° 17' 30" West along said line a distance 99.23 feet to a point in the Southerly line of Lot 14, which is 29.25 feet Northwesterly, measured along said lot line, from the Southeast corner of Lot 14; thence Southeasterly along the Westerly line of Lots 14, 13 and 12 on the arc of a 100 foot radius curve right, 81.5 feet to the point of beginning.

DEED D940997

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GARY GUZMAN, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

KINGS HEIGHTS & REPLAT  
TL #4 OF LOTS 3-7 & 13, BLOCK 24  
AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$70,000.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

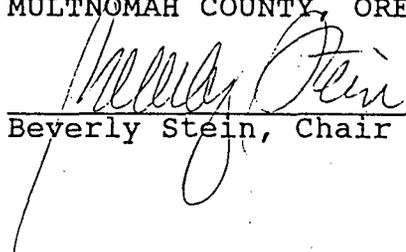
Until a change is requested, all tax statements shall be sent to the following address:

1880 SW 5TH AVE #13  
PORTLAND OR 97201

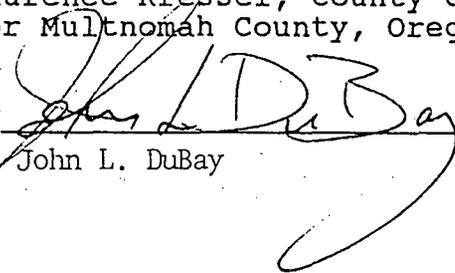
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of February, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.



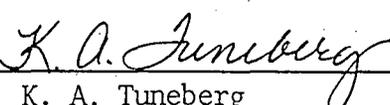
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By   
John L. DuBay

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By   
K. A. Tuneberg

## EXHIBIT A

Lots 5, 6 and 13 and those portions of Lots 3, 4, 12 and 14 in Block 24 of King's Heights, and that portion of Lot 7 in Block 24 of King's Heights Replat, included in the following description: Beginning on the Westerly line of said Lot 12, being on the arc of a 100 foot radius curve to the left, at a point 34.07 feet along said line from the Southwest corner of Lot 12; thence Northeasterly in a straight line, 108.5 feet more or less to the Southwest corner of said Lot 7; thence continuing Northeasterly on a projection of said straight line, 120 feet more or less to the East line of Lot 7; thence Northerly along the East line of Lot 7 and of said Lot 6, on the arc of a 100 foot radius curve left, 103.47 feet more or less to the end of curve; thence continuing along the Easterly line of Lot 6 and Lots 5 and 4, North 52° 09' 50" West 153.0 feet to a point 4.86 feet Northwesterly from the Northeast corner of said Lot 4; thence continuing along the line of Lot 4 on the arc of a 100 foot radius curve left, 25.0 feet; thence Southwesterly in a straight line 202.0 feet more or less to a point in the Southerly line of said Lot 14 which is 29.25 feet Northwesterly measured along said lot line from the Southeast corner of Lot 14; thence Southeasterly along the Westerly line of Lots 14, 13 and 12, on the arc of a 100 foot radius curve right, 81.5 feet to the point of beginning.

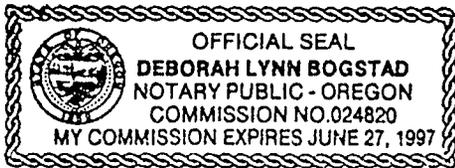
EXCEPT the following described portions of Lots 3, 4, 12, 13 and 14 in Block 24, KINGS HEIGHTS:

Beginning on the Westerly line of said Lot 12, being on the arc of a 100 foot radius curve to the left at a point 34.07 feet along said line from the Southwest corner of Lot 12; thence North 81° 22' 30" East 108.5 feet, more or less, to the Southwest corner of Lot 7; thence North 42° 10' 20" West 177.53 feet to a point in the Northwesterly line of a tract recorded May 15, 1967 in Book 561 page 424, Deed Records; thence South 25° 17' 30" West along said line a distance 99.23 feet to a point in the Southerly line of Lot 14, which is 29.25 feet Northwesterly, measured along said lot line, from the Southeast corner of Lot 14; thence Southeasterly along the Westerly line of Lots 14, 13 and 12 on the arc of a 100 foot radius curve right, 81.5 feet to the point of beginning.

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

*On this 24th day of February, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.*



*Deborah Lynn Bogstad*  
Notary Public for Oregon  
My Commission expires: 6/27/97

MEETING DATE: FEB 24 1994

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Employee Recognition

BOARD BRIEFING Date Requested: None

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: February 24, 1994

Amount of Time Needed: 10 MINUTES

DEPARTMENT: MSS DIVISION: Purchasing, Contracts, and Central Stores

CONTACT: Lillie M. Walker TELEPHONE #: 248-5111

BLDG/ROOM #: 421/1st

PERSON(S) MAKING PRESENTATION: Lillie Walker

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Request of the Board of County Commissioners to recognize the accomplishment of Michael Dubesa in attaining certification as a Certified Professional Public Buyer from the Universal Public Purchasing Certification Council of the National Institute of Government Purchasing.

**SIGNATURE REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR  
DEPARTMENT MANAGER: Lillie M. Walker

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**  
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

1994 FEB 15 PM 1:31  
MULTI-COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

PLEASE PRINT LEGIBLY!

**CHARU NAIR**

MEETING DATE

2/24/94

NAME

STEVE FREEDMAN

ADDRESS

Metropolitan Human Rights  
STREET COMMISSION

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R 2

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: FEB 24 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Proclamation in Recognition of African American History Month

**BOARD BRIEFING** Date Requested: FEB. 24, 1994

Amount of Time Needed: 10 minutes

**REGULAR MEETING:** Date Requested: Feb. 24, 1994

Amount of Time Needed: 10 minutes

**DEPARTMENT:** Non-Dept. **DIVISION:** Commissioner Kelley

**CONTACT:** Carolyn Marks Bax **TELEPHONE #:** x5213  
**BLDG/ROOM #:** 106/1500

**PERSON(S) MAKING PRESENTATION:** Helen Cheek, Metropolitan Human Rights Commission

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

NA

*2/24/94 original and copy to Carolyn Marks Bax*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 16 PM 12:23

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Sharon Kelley

OR

**DEPARTMENT MANAGER:** \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming Recognition and )  
Celebration of African American History Month )

PROCLAMATION  
94-38

WHEREAS, the month of February has been designated as African American History Month; and

WHEREAS, it is impossible to separate the history of America from the history of African American people; and

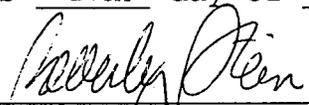
WHEREAS, the life of every American and lives of people all over the world have been touched and enriched by the contributions and struggles of African American people; and

WHEREAS, American language, science, music, industry, religion, agriculture, literature, government, athletics, law and philosophy have all been profoundly influenced by the intellect, labor and spirituality of the African American community; and

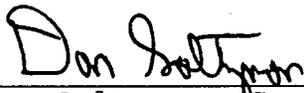
WHEREAS, African American history is ongoing and continues to shape and enhance our nation and our world.

NOW, THEREFORE, BE IT RESOLVED that the Multnomah County Board of Commissioners recognizes, supports and celebrates the designation of February 1994 as African American History Month and encourages all citizens to educate themselves and others regarding the history of African American people and to celebrate the accomplishments of African American people in the face of centuries of exploitation and oppression.

Approved this 24th day of February, 1994.



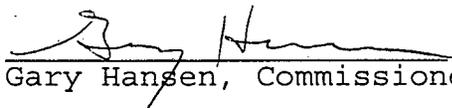
Beverly Stein, Chair of the Board



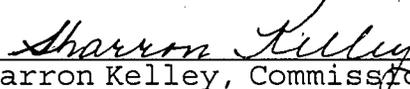
Dan Saltzman, Commissioner



Tanya Collier, Commissioner



Gary Hansen, Commissioner



Sharron Kelley, Commissioner

MEETING DATE: FEB 24 1994

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Resolution Authorizing Letter of Intent and Issue Bonds for University of Portland.

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: February 24, 1994

Amount of Time Needed: 5 to 10 minutes

**DEPARTMENT:** MSS **DIVISION:** Finance

**CONTACT:** David A. Boyer **TELEPHONE #:** x3312  
**BLDG/ROOM #:** 106/1430

**PERSON(S) MAKING PRESENTATION:** DAVE BOYER

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

See attached.

*2/25/94 certified true copies to Dave Boyer*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 15 AM 9:31

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** *Paul Boyer*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

## MEMORANDUM

To: Board of County Commissioners  
From: Dave Boyer, Finance Director *DB*  
Date: February 14, 1994  
Requested Placement Date: February 24, 1994  
RE: Revenue Bond Financing for the University of Portland

### I. Recommendation/Action Requested:

Approve resolution authorizing the negotiated sale of \$22,000,000 Educational Facilities Revenue bond issue and appointing special counsel and Authorized Officer.

### II. Background/Analysis:

In January Finance was approached by University of Portland legal counsel requesting that the County act as their conduit for issuing \$22,000,000 in revenue bonds. Under this type of financing the County is issuing the bonds for the University of Portland in name only. The University has the financial and legal obligation to repay the debt. This financing is authorized by the Internal Revenue Service Codes and State statutes. The County will retain special bond counsel to ensure that the County's legal requirements are met and that we are not at any financial risk. To perform this financing, we will be collecting a fee for our services at \$1.00 per thousand bonds and the University will be responsible to pay the fee of our special counsel. This issue will provide the County with \$22,000 of General Fund revenue. Attached is a more detailed description of this bond issue.

III. Financial Impact: Financial impact to the General Fund is an additional \$22,000 in revenues.

IV. Legal Issues: The Bond resolution contains all legal requirements that need to be disclosed and was reviewed by all parties involved. Howard Rankin of Ater Wynne Hewitt Dodson & Skerritt will act as special counsel to the County.

V. Controversial Issues: None that I am aware of.

VI. Link to Current County Policies: Is consistent with County policy regarding working with the private sector in enhancing services to County citizens.

VII. Citizen participation: None

VIII. Other Government Participation: University of Portland , non-profit higher educational facility.



*Resnick*

# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

## MEMORANDUM

To: Bill Farver, Executive Assistant to County Chair  
From: Dave Boyer, Finance Director *DB*  
Date: January 26, 1994  
Subject: Conduit Financing

This is to request your policy direction on conduit financing. Conduit financing is when the County acts as an issuer of debt for a private non-profit organization. Based on the information I have researched I would recommend that we provide this service to the University of Portland and then after the issue review the process to ensure that we are not over committing my time.

We have been approached by two bond counsel firms to be a conduit financing issuer for the University of Portland. I have discussed this matter with Larry Kressel and we believe that before the County act in this capacity we would need to hire Bond Counsel to advise us on any issues. The County would not have a financial liability but the issue would need to be reviewed so as not to affiliate the County's name with a poor credit quality institution. I have checked with other jurisdictions and have discovered the City of Portland, City of Salem, and the City of Hillsboro all act in this capacity.

By acting in this capacity, the County would be consistent with its policy of working with the private sector in enhancing the services to the citizens of Multnomah County. The County would also be paid for its services as well as any costs incurred for bond counsel expenses. The following is the policy I would like to follow if you agree the County should provide this service:

The County will act as an "Issuer" of conduit financing for any college or university that is located in Multnomah County. The County will charge a fee of \$1.00 per \$1,000 of bonds issued or \$10,000, whichever is greater. This fee is to offset any

administrative costs that may be incurred by the County. The County will retain bond counsel to represent the County on any legal issues associated with a financing. The university or college will be assessed an additional fee to cover any bond counsel expense. In addition the private college or university must have a Moody's rating of Baa or better or the equivalent rating from Standard and Poor's. The Board of County Commissioners must approve each financing.

Please let me know if you have any questions and advise me if the County should act in this capacity.

cc. Larry kressel  
Maria Rojo de Steffey

## MEMORANDUM

To: David Boyer  
From: Douglas R. Courson  
Date: January 13, 1994  
Re: University of Portland Bond Financing

---

### HISTORY AND STATUTORY AUTHORITY

ORS 352.790 to 352.820 ( the Act”) was originally drafted in 1987 in response to the need of non-profit institutions of higher education to gain access to the capital markets. Prior to 1987 various non-profit institutions, such as hospitals, nursing homes and adult congregate living facilities could be the recipient of tax-exempt bonds issued by a municipal issuer.

The principal discussion in the 1987 legislature was to make sure that none of the Bond proceeds could be used for the construction or improvements that would be considered a place of sectarian instruction or primarily as a place of religious worship. The use of Bond proceeds for construction or improvements to traditional educational facilities is allowed regardless of the institutions religious sponsorship. The Act follows the usual conduit financing format in that it allows the issuance of Bonds under the name of the issuing political subdivision or municipal corporation and a loan of the proceeds of the Bonds to a non-profit institution.

There have been at least two institutions of higher education that have financed under the Act; the Oregon Graduate Institute through the City of Hillsboro and Pacific University through the City of Forest Grove. Both institutions originally financed new campus facilities and subsequently refunded their Bonds by a new Bond issue.

## **DOCUMENTS AND COVENANTS**

In this proposed financing there would be two principal financing documents and a disclosure statement. The principal financing documents would include an Indenture of Trust between the County and a corporate trustee and a Loan Agreement between the County and the University.

### **The Indenture**

The Indenture is the document that issues the Bonds and provides for the agreement between the County and the bondholders. The Indenture grants to the Trustee all of the rights, duties and powers, except certain indemnity provisions, to the Trustee for the benefit of the bondholders. For example, the Indenture will grant to the Trustee all of the Counties interest in the Loan Agreement, all rights of the issuer to receive any moneys under the Indenture and all security interests that the County may have in the project, such as a mortgage or deed of trust.

The Indenture would explicitly state that the County is not pledging any of its own assets for repayment of the Bonds. It will state that the County is pledging only those receipts and revenues received by it from the Loan Agreement. As discussed below, the only assets, receipts or revenues are those derived by the County from the University, or if the bonds are insured, from insurance payments.

The Indenture will contain default provisions. Those provisions are typically failure to pay either principal or interest when due or a covenant default. Again, the default would only occur if the Trustee, on behalf of the County, did not receive from the University sufficient loan repayments to pay the principal and interest on the Bonds, or if the University violated a covenant in the Loan Agreement.

### **The Loan Agreement**

The Loan Agreement is the document by which the County would loan the bond proceeds to the University with a corresponding obligation on the part of the University to repay the loan by payment of the debt service on the Bonds.

The Loan Agreement would contain the financial covenants between the University and the bondholders. For example, it will contain covenants requiring debt to equity ratios, future borrowing covenants and a variety of covenants that the Underwriter considers necessary for the sale of the Bonds.

The Loan Agreement would contain an indemnity from the University to the County. This indemnity would generally provide that the University will indemnify the County from all liability that may be occurred in connection with the issuance of the Bonds and the loan of the proceeds to the University. I am attaching a copy of a typical indemnity section for your review.

### **The Disclosure Document**

The Underwriter will prepare, in conjunction with the University, a disclosure document that will meet all the requirement of the Securities and Exchange Commission and the Municipal Securities Rule Making Board. Since the County will not have any financial liability with respect to the Bonds, most of the disclosure will relate to the University. There will be several paragraphs relating to the organization and existence of the County. In addition, the disclosure document will contain prominent language that the County has no financial liability on the Bonds. I am additionally enclosing several pages from a educational facilities financing demonstrating the typical disclosure language.

### **PROCEDURE**

The Act requires that the Bonds be issued in accordance with ORS 288.815 to ORS 288.945 ( the Uniform Revenue Bond Act). The Uniform Revenue Bond Act requires that the County adopt a resolution, ordinance some other form of official action that provides for a publication of notice at least 60 day in advance of the County entering into a negotiated sale of its Bonds. Following the publication requirement, the County, the Underwriter and the University may enter into a Bond Purchase Agreement in which the Underwriter will agree to purchase the Bonds. The County must authorize the sale of the Bonds and the execution of the Bond Purchase Agreement by either a resolution, ordinance or some other official action of the County. Following the passage of the action authorizing the sale of the Bonds, County officials would be required to sign the final closing documents.

**LETTER OF INTENT**

between

**MULTNOMAH COUNTY, OREGON**

and

**UNIVERSITY OF PORTLAND**

**THIS LETTER OF INTENT** is between **MULTNOMAH COUNTY, OREGON**, a political subdivision of the State of Oregon (the "County"), and University of Portland, an Oregon nonprofit corporation (the "University").

1. Preliminary Statement. Among the matters of mutual inducement, which have resulted in the execution of this Letter of Intent are the following:

a. The County is a political subdivision of the State of Oregon, authorized and empowered by ORS 352.790 to ORS 352.820, by ORS 288.815 to ORS 288.945 and by ORS 288.605 to ORS 288.695 (collectively, the "Act") to issue revenue bonds for the purposes specified therein upon such terms and conditions as the County may deem advisable.

b. The County proposes to issue revenue bonds pursuant to the Act to provide funds for the construction and equipping of certain education facilities within the meaning of the Act (the "Bond Project") and to loan the proceeds of such revenue bonds to the University for such purposes. Revenue bonds for the new facilities are collectively referred to herein as the "revenue bonds."

c. The County deems it necessary and advisable that it take such action as may be required under the Act to authorize and issue revenue bonds to finance the cost of the Bond Project in a total amount not to exceed \$20,000,000.

d. The County finds that the issuance of revenue bonds to finance the cost of the Bond Project, and the loaning of the proceeds thereof to the University for the Project purposes constitutes a valid public purpose.

e. The University wishes to proceed with the preparation of necessary plans and specifications, and to incur expenses in connection with the Bond Project. The

University does not wish to incur the costs and expenses and proceed with its plans for the Bond Project without reasonable assurances from the County, that proceeds of the sale of revenue bonds of the County may be made available to finance the Bond Project. The parties consider it appropriate that the action contemplated hereunder be the subject of this Letter of Intent.

f. All references in this Letter of Intent to the County shall be deemed to include where appropriate its elected and appointed officials, employees and agents.

2. Undertakings on the Part of the County. Subject to the conditions stated herein, including the preparation and approval of the various financing documents and review and approval by Special Counsel to the County, the County agrees and represents as follows:

a. The County will use its best efforts, subject to the satisfaction by the University of all conditions stated herein and all other conditions imposed on the University by the County prior to issuance of the revenue bonds, to authorize and cause the issuance of its revenue bonds to be payable solely out of the loan payments payable by the University to the County pursuant to a loan agreement or other financing agreement between the University and the County, which revenue bonds will be in an aggregate principal amount not to exceed \$20,000,000.

b. The County will adopt such proceedings and authorize the execution of such documents as may be necessary and advisable for the authorization, issuance, sale and delivery of the revenue bonds, and the loan of the proceeds of the revenue bonds to the University to finance the Bond Project, all as authorized by law and as mutually satisfactory to the University and the County.

c. The amounts payable to the County under the loan agreement or other financing agreement shall be sufficient to pay the principal of and the interest on, and redemption premium, if any, of the revenue bonds as and when the same become due and payable.

d. The County has appointed Ater Wynne Hewitt Dodson & Skerritt as special counsel to the County ("Special Counsel") to participate in the proceedings, to prepare any resolutions of the Board of County Commissioners, and to approve the legality of the actions of the County and the revenue bonds and to review the preliminary and final official statements of the revenue bonds.

e. Neither the revenue bonds nor the interest thereon shall be an obligation of Multnomah County, nor of the State of Oregon, nor the personal obligations of the elected or appointed officials, employees or agents of the County within the meaning of any constitutional or statutory provisions whatsoever, but shall be payable solely from amounts received by the County from the loan agreement and other monies pledged therefor. The revenue bonds shall not be a general obligation of the County nor a pledge of the faith and credit of the County or its elected or appointed officials, employees or agents nor a debt or pledge of the faith and credit of the State of Oregon.

f. No assets of the County shall be given to secure the revenue bonds and the nonrecourse bonds shall be repayable out of and, only out of, the University's assets and income and a municipal bond insurance policy, if any.

3. Undertakings on the Part of the University. Subject to the conditions above stated, the University agrees as follows:

a. The University will cooperate with the County for the approval of all of the terms and conditions of the issuance of the revenue bonds, and the sale of the revenue bonds in an aggregate principal amount not to exceed \$20,000,000, to finance the Bond Project.

b. At the time of closing of the revenue bond sale, the University will pay to the County, from revenue bond proceeds or other available University funds, an issuers fee equal to one dollar (\$1.00) per one thousand dollars (\$1,000) of the principal amount of the revenue bonds, but not less than \$10,000 and the University will pay, from revenue bond proceeds or other available University funds, to Ater Wynne Hewitt Dodson & Skerritt, Attorneys, as Special Counsel to the County, fees in the amount of one dollar (\$1.00) per one thousand dollars (\$1,000) of the principal amount of the revenue bonds, plus actual expenses incurred, not to exceed \$1,000.

c. Concurrent with the closing of the revenue bonds, the University will deliver an executed loan agreement or other financing agreement with the County, under which terms the University will agree to pay the County loan payments sufficient in the aggregate to pay the principal of and interest on, and redemption premium, if any, of the revenue bonds as and when the same shall become due and payable.

d. The loan agreement or other financing agreement shall contain a provision that the University shall indemnify and hold the County harmless from all liabilities incurred in connection with the issuance of the revenue bonds or the Bond Project.

e. The University will cause University counsel to provide the County with a legal opinion substantially in form and substance to the legal opinion provided by University counsel to the underwriters with respect to the revenue bonds.

f. The loan agreement shall also contain such other provisions as may be required or permitted by law and as are mutually acceptable to the parties.

g. The University will take such further action and adopt such further proceedings as may be required to implement these understandings.

4. General Provisions.

a. Except as provided in Section 4(b) and Section 5(a) hereof or as otherwise provided herein, all obligations arising under this Letter of Intent are conditioned upon the parties agreeing to mutually acceptable terms for the sale of the revenue bonds and mutually acceptable terms and conditions for the contracts and agreements contemplated herein.

b. The County will not charge any periodic administrative fee in connection with the on-going administration of the revenue bonds. However, the University will pay, or cause to be paid, whether the revenue bonds are actually issued or not, any fees and expenses incurred in connection with the issuance, sale and on-going administration of the revenue bonds, including without limitation, the fees and expenses of Bond Counsel, Tax Counsel, financial advisor, the trustee, registrar, and paying agent. The University will also pay the cost of its counsel, its financial advisor, municipal bond insurance premiums or fees, if any, and underwriters with respect to the revenue bonds. In addition, the University will pay any costs associated with obtaining and maintaining the rating on the revenue bonds as contemplated by Section 3(b) hereof.

c. The University shall obtain, at its expense, all necessary governmental approvals and opinions of Bond Counsel to ensure the legality and tax exempt status of the revenue bonds. In addition, the University shall make no use of the revenue bond proceeds so as to cause the revenue bonds to be classified as arbitrage bonds as that term is

defined in the Internal Revenue Code of 1986 and the regulations promulgated thereunder (the "Code").

5. Miscellaneous Provisions.

a. The University shall and hereby agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the approval of and execution of this Letter of Intent and any other actions to be taken by the County relating to the Bond Project or the issuance of the revenue bonds for so long as the revenue bonds remain outstanding, including, without limitation, the conduct or management of, or from any work or thing done related to the Bond Project, including without limitation, (i) any condition related to the Bond Project, (ii) any breach or default on the part of the University in the performance of any of its obligations under this Letter of Intent and any of the bond documents, (iii) any act or negligence of the University or of any of its agents, contractors, servants, employees or licensees or (iv) any act or negligence of any assignee or lessee of the University, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the University. The University shall indemnify and save the County and its elected or appointed officials, employees or agents harmless from any such claim arising as aforesaid, or in connection with any action or proceeding or costs or fees incurred in any action or proceedings brought thereon whether at trial, on appeal, in bankruptcy proceedings or otherwise, and upon notice from the County or its elected or appointed officials, employees or agents, the University shall defend them or either of them in any such action or proceeding at the University's expense.

Notwithstanding the fact that is the intention of the parties hereto that the County and its elected or appointed officials, employees or agents shall not incur any pecuniary liability by reason of the terms of this Letter of Intent or the undertakings required of the County or its elected or appointed officials, employees or agents hereunder, by reason of the issuance of the revenue bonds or by reason of the execution of any financing documents relating thereto, or by reason of the performance of any act requested of the County, its elected or appointed officials, employees or agents by the University, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulation pertaining to the foregoing; nevertheless, if the County or its elected or appointed officials, employees or agents should incur

any such pecuniary liability, then in such event the University shall indemnify and hold the County and its elected or appointed officials, employees or agents harmless against all claims, demands or causes of action whatsoever, by or on behalf of any person, firm or corporation or other legal entity arising out of the same or out of any Offering Statement or lack of Offering Statement in connection with the sale or resale of the revenue bonds and all costs, fees and expenses, including without limitation, legal fees and expenses whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the County or its elected or appointed officials, employees or agents, the University, at its expense, shall defend the County and its elected or appointed officials, employees or agents in any such action or proceeding.

Notwithstanding anything to the contrary contained herein, the University shall have no liability to indemnify the County, or its elected or appointed officials, employees or agents, against claims or damages resulting from the County's or its elected or appointed officials, employees or agents own gross negligence or willful misconduct.

In the event any claim is made against the County, its elected or appointed officials, employees or agents (collectively, the "Indemnified Parties") for which indemnification may be sought from the University under the foregoing provisions, the Indemnified Parties shall promptly give written notice thereof to the University; *provided that* any failure to give or delay in giving such written notice shall not relieve the University's indemnification obligations as set forth above except to the extent such failure or delay prejudices the University's ability to defend or settle such claim. Upon receipt of such notice, the University shall assume the defense thereof in all respects and may settle such claim in such manner as it deems appropriate so long as there is no liability, cost or expense to the Indemnified Party. The University shall select legal counsel to represent the Indemnified Party and shall not be responsible for the legal fees and expenses of any legal counsel retained by any Indemnified Party without the written consent of the University, unless the County shall have reasonably concluded that there may be a conflict of interest between the County and the University in the conduct of the defense of such action (in which case the University shall not have the right to direct the defense of such act on behalf of the County and shall be responsible for the legal fees and expenses of the counsel retained

by the Indemnified Party whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise).

b. If the revenue bond proceeds are not sufficient to complete the Bond Project, the University agrees to pay, or cause to be paid, the deficiency.

The County and the University have caused this Letter of Intent to be authorized by their respective governing body or board of directors, and executed by their duly authorized officers as of this \_\_\_\_\_ day of February, 1994.

**MULTNOMAH COUNTY, OREGON**

**UNIVERSITY OF PORTLAND**

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

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

REVIEWED

By

*[Handwritten Signature]*  
MULTNOMAH COUNTY COUNCIL

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**FOR MULTNOMAH COUNTY, OREGON**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF )  
MULTNOMAH COUNTY, OREGON; AUTHORIZING LETTER OF INTENT )  
RELATING TO THE ISSUANCE AND NEGOTIATED SALE OF \$22,000,000 ) RESOLUTION NO. 94-39  
EDUCATIONAL FACILITIES REVENUE BONDS, DESIGNATING AN )  
AUTHORIZED REPRESENTATIVE, SPECIAL COUNSEL TO THE COUNTY )  
AND BOND COUNSEL; AUTHORIZING THE PUBLICATION OF NOTICE )  
OF INTENT TO ISSUE EDUCATION FACILITIES REVENUE BONDS; )  
PROVIDING FOR A PUBLIC HEARING AND DESIGNATING A HEARING )  
OFFICIAL )

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "County") has received a request as set forth in a Letter of Intent (Exhibit "A" attached hereto) from the University of Portland, a qualified IRS Section 501(c)(3) non-profit corporation (the "University") wherein the University requests the County to issue education facilities revenue bonds for the benefit of the University and for the County to loan the proceeds of the bonds to the University for the purpose of providing funds for the construction and equipping of certain education facilities.

WHEREAS, the County, is authorized as a municipality as defined in Oregon Revised Statutes 352.790 to 352.820 (the "Act") to issue education facilities revenue bonds for the benefit of non-profit educational institutions within the state of Oregon.

WHEREAS, Section 145 of the Internal Revenue Code of 1986, as amended, authorizes a governmental unit to issue its tax-exempt bonds for qualified Section 501(c)(3) tax-exempt organizations.

WHEREAS, the County is advised that upon issuance of the education facilities revenue bonds (the "Bonds") the County shall enter into a loan agreement whereby the proceeds of the Bonds will be loaned to the University for the purpose of financing the acquisition of qualified education facilities. The Bonds will be secured solely by the covenant of the University to provide sufficient funds for the repayment of the maturing principal and interest, and premium if any, as they respectively mature. The County does not assume any liability for the payment of the Bonds nor are any assets or funds of the County pledged therefor. The Bonds shall not be a charge upon the tax revenues of the County and shall be secured solely by the education facilities revenues pledged by the University to their payment.

WHEREAS, the Act requires that the County publish notice of its intent to issue the Bonds in one issue of a newspaper of general circulation within the County and that no Bonds may be sold nor a bond purchase agreement executed for at least sixty (60) days following such publication. The notice shall advise the electors of the County that they may file a petition with the County asking to have the question of whether to issue such Bonds referred to a vote. If the

County receives petitions totalling not less than five percent (5%) of the County's electors, no Bonds may be sold until the issuance of the Bonds is approved by a majority of the electors of the County.

WHEREAS, the University requests that the County proceed with the issuance of the Bonds and to negotiate the sale of the Bonds as expeditiously as possible in order that the University may proceed with the construction and equipping of the educational facilities as set forth in Exhibit B attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Letter of Intent. The Board of County Commissioners (the "Board") having received a Letter of Intent between the County and the University wherein the University proposes that the County issue the Bonds pursuant to the Act to provide funds for the construction and equipping of education facilities within the meaning of the Act and to loan the proceeds of the Bonds to the University for such purpose. To induce the County to undertake the issuance of the Bonds, the University has agreed to cooperate with the County for the approval by the County of all the terms and conditions of the issuance of the Bonds and the sale thereof in an aggregate principal amount not to exceed \$22,000,000 and the University shall pay to the County from the revenue bond proceeds and other available University funds an issuer's fee as more fully set forth in paragraph 3(b) of the Letter of Intent. The County approves of the Letter of Intent and authorizes the Chair to execute the Letter of Intent for and on behalf of the County.

Section 2. Public Notice. Pursuant to the requirements of Oregon Revised Statutes 288.815 to 288.945, no Bonds may be sold, and in the case of a private negotiated sale, no purchase agreement can be executed for sixty (60) days following the publication of the notice, as set forth in Oregon Revised Statutes 288.185(6). The County directs that a notice shall be published in *The Oregonian*, a newspaper of general circulation within the County in the same manner as are other public notices of the County and that such notice shall contain the information required in Oregon Revised Statutes 288.185(6). If electors of the County file the appropriate petition with the County within sixty (60) days following publication of the notice, then the Bonds shall not be issued by the County until this Resolution is approved by a majority of the electors of the County.

Section 3. Public Hearing. Pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Bonds may not be issued as tax-exempt qualified bonds until the elected legislative body of the County, as the unit of government issuing the Bonds and as the unit of government having jurisdiction over the area in which the University is located, first holds a public hearing, following reasonable public notice, in order that the residents of the County may have a reasonable opportunity to be heard by the County relating to the issuing of the Bonds. The County is the governmental unit issuing the Bonds and having jurisdiction over the area in which the educational facilities are to be located. The County directs that such public hearing be conducted following reasonable public notice and that the Finance Director is

designated as the hearing official for the County to conduct such hearing. The Finance Director shall report to the Board as to the public hearing, whereupon the County may approve of the issuance of the Bonds for the benefit of the University.

Section 4. Authorized Representative. The County authorizes the Finance Director, or any other person designated by the Chair of the Board, as the "Authorized Representative" to take such action for and on behalf of the County as is reasonably necessary to carry out the provisions of this Resolution. The formal authorization for the issuance and sale of the Bonds shall be subject to the approval of the Board of County Commissioners.

Section 5. Designation of Participants. The Board designates Ater Wynne Hewitt Dodson & Skerritt as the County's special counsel to advise the County on matters relating to the issuance of the Bonds and compliance with federal and state law and to serve as special counsel to the County in the negotiation, issuance and private negotiated sale of the Bonds.

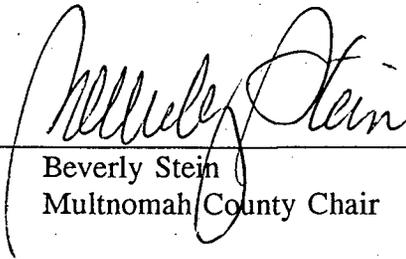
Section 6. Issuance of Bonds. The Board of County Commissioners (the "Board") agrees to use its best efforts to issue and privately negotiate the sale of \$22,000,000 of Education Facilities Revenue Bonds, Series 1994 (University of Portland Project).

ADOPTED this 24th day of February, 1994.



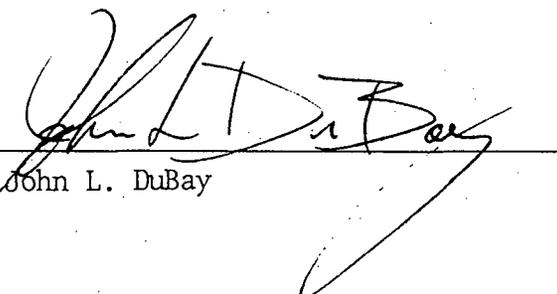
**BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON**

By

  
Beverly Stein  
Multnomah County Chair

REVIEWED:  
LAURENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY

By

  
John L. DuBay

LETTER OF INTENT

between

MULTNOMAH COUNTY, OREGON

and

UNIVERSITY OF PORTLAND

THIS LETTER OF INTENT is between MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon (the "County"), and University of Portland, an Oregon nonprofit corporation (the "University").

1. Preliminary Statement. Among the matters of mutual inducement, which have resulted in the execution of this Letter of Intent are the following:

a. The County is a political subdivision of the State of Oregon, authorized and empowered by ORS 352.790 to ORS 352.820, by ORS 288.815 to ORS 288.945 and by ORS 288.605 to ORS 288.695 (collectively, the "Act") to issue revenue bonds for the purposes specified therein upon such terms and conditions as the County may deem advisable.

b. The County proposes to issue revenue bonds pursuant to the Act to provide funds for the construction and equipping of certain education facilities within the meaning of the Act (the "Bond Project") and to loan the proceeds of such revenue bonds to the University for such purposes. Revenue bonds for the new facilities are collectively referred to herein as the "revenue bonds."

c. The County deems it necessary and advisable that it take such action as may be required under the Act to authorize and issue revenue bonds to finance the cost of the Bond Project in a total amount not to exceed \$22,000,000.

d. The County finds that the issuance of revenue bonds to finance the cost of the Bond Project, and the loaning of the proceeds thereof to the University for the Project purposes constitutes a valid public purpose.

e. The University wishes to proceed with the preparation of necessary plans and specifications, and to incur expenses in connection with the Bond Project. The

University does not wish to incur the costs and expenses and proceed with its plans for the Bond Project without reasonable assurances from the County, that proceeds of the sale of revenue bonds of the County may be made available to finance the Bond Project. The parties consider it appropriate that the action contemplated hereunder be the subject of this Letter of Intent.

f. All references in this Letter of Intent to the County shall be deemed to include where appropriate its elected and appointed officials, employees and agents.

2. Undertakings on the Part of the County. Subject to the conditions stated herein, including the preparation and approval of the various financing documents and review and approval by Special Counsel to the County, the County agrees and represents as follows:

a. The County will use its best efforts, subject to the satisfaction by the University of all conditions stated herein and all other conditions imposed on the University by the County prior to issuance of the revenue bonds, to authorize and cause the issuance of its revenue bonds to be payable solely out of the loan payments payable by the University to the County pursuant to a loan agreement or other financing agreement between the University and the County, which revenue bonds will be in an aggregate principal amount not to exceed \$22,000,000.

b. The County will adopt such proceedings and authorize the execution of such documents as may be necessary and advisable for the authorization, issuance, sale and delivery of the revenue bonds, and the loan of the proceeds of the revenue bonds to the University to finance the Bond Project, all as authorized by law and as mutually satisfactory to the University and the County.

c. The amounts payable to the County under the loan agreement or other financing agreement shall be sufficient to pay the principal of and the interest on, and redemption premium, if any, of the revenue bonds as and when the same become due and payable.

d. The County has appointed Ater Wynne Hewitt Dodson & Skerritt as special counsel to the County ("Special Counsel") to participate in the proceedings, to prepare any resolutions of the Board of County Commissioners, and to approve the legality of the actions of the County and the revenue bonds and to review the preliminary and final official statements of the revenue bonds.

e. The University appoints The Courson Law Firm and Preston Thorgrimson Shidler Gates & Ellis as Bond Counsel for the revenue bonds.

f. Neither the revenue bonds nor the interest thereon shall be an obligation of Multnomah County, nor of the State of Oregon, nor the personal obligations of the elected or appointed officials, employees or agents of the County within the meaning of any constitutional or statutory provisions whatsoever, but shall be payable solely from amounts received by the County from the loan agreement and other monies pledged therefor. The revenue bonds shall not be a general obligation of the County nor a pledge of the faith and credit of the County or its elected or appointed officials, employees or agents nor a debt or pledge of the faith and credit of the State of Oregon.

g. No assets of the County shall be given to secure the revenue bonds and the nonrecourse bonds shall be repayable out of and, only out of, the University's assets and income and a municipal bond insurance policy, if any.

3. Undertakings on the Part of the University. Subject to the conditions above stated, the University agrees as follows:

a. The University will cooperate with the County for the approval of all of the terms and conditions of the issuance of the revenue bonds, and the sale of the revenue bonds in an aggregate principal amount not to exceed \$22,000,000, to finance the Bond Project.

b. At the time of closing of the revenue bond sale, the University will pay to the County, from revenue bond proceeds or other available University funds, an issuers fee equal to one dollar (\$1.00) per one thousand dollars (\$1,000) of the principal amount of the revenue bonds, but not less than \$10,000 and the University will pay, from revenue bond proceeds or other available University funds, to Ater Wynne Hewitt Dodson & Skerritt, Attorneys, as Special Counsel to the County, fees based on the time incurred with respect to the revenue bonds and based on its standard hourly rates and in an amount not to exceed one dollar (\$1.00) per one thousand dollars (\$1,000) of the principal amount of the revenue bonds, plus actual expenses incurred, not to exceed \$1,000.

c. Concurrent with the closing of the revenue bonds, the University will deliver an executed loan agreement or other financing agreement with the County, under which terms the University will agree to pay the County loan payments sufficient in the

aggregate to pay the principal of and interest on, and redemption premium, if any, of the revenue bonds as and when the same shall become due and payable.

d. The loan agreement or other financing agreement shall contain a provision that the University shall indemnify and hold the County harmless from all liabilities incurred in connection with the issuance of the revenue bonds or the Bond Project.

e. The University will cause University counsel to provide the County with a legal opinion substantially in form and substance to the legal opinion provided by University counsel to the underwriters with respect to the revenue bonds.

f. The loan agreement shall also contain such other provisions as may be required or permitted by law and as are mutually acceptable to the parties.

g. The University will take such further action and adopt such further proceedings as may be required to implement these understandings.

4. General Provisions.

a. Except as provided in Section 4(b) and Section 5(a) hereof or as otherwise provided herein, all obligations arising under this Letter of Intent are conditioned upon the parties agreeing to mutually acceptable terms for the sale of the revenue bonds and mutually acceptable terms and conditions for the contracts and agreements contemplated herein.

b. The County will not charge any periodic administrative fee in connection with the on-going administration of the revenue bonds. However, the University will pay, or cause to be paid, whether the revenue bonds are actually issued or not, any fees and expenses incurred in connection with the issuance, sale and on-going administration of the revenue bonds, including without limitation, the fees and expenses of Special Counsel, Bond Counsel, Tax Counsel, financial advisor, the trustee, registrar, and paying agent. The University will also pay the cost of its counsel, its financial advisor, municipal bond insurance premiums or fees, if any, and underwriters with respect to the revenue bonds.

c. The University shall obtain, at its expense, all necessary governmental approvals and opinions of Bond Counsel to ensure the legality and tax exempt status of the revenue bonds. In addition, the University shall make no use of the revenue bond proceeds so as to cause the revenue bonds to be classified as arbitrage bonds as that term is

defined in the Internal Revenue Code of 1986 and the regulations promulgated thereunder (the "Code").

5. Miscellaneous Provisions.

a. The University shall and hereby agrees to indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the approval of and execution of this Letter of Intent and any other actions to be taken by the County relating to the Bond Project or the issuance of the revenue bonds for so long as the revenue bonds remain outstanding, including, without limitation, the conduct or management of, or from any work or thing done related to the Bond Project, including without limitation, (i) any condition related to the Bond Project, (ii) any breach or default on the part of the University in the performance of any of its obligations under this Letter of Intent and any of the bond documents, (iii) any act or negligence of the University or of any of its agents, contractors, servants, employees or licensees or (iv) any act or negligence of any assignee or lessee of the University, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the University. The University shall indemnify and save the County and its elected or appointed officials, employees or agents harmless from any such claim arising as aforesaid, or in connection with any action or proceeding or costs or fees incurred in any action or proceedings brought thereon whether at trial, on appeal, in bankruptcy proceedings or otherwise, and upon notice from the County or its elected or appointed officials, employees or agents, the University shall defend them or either of them in any such action or proceeding at the University's expense.

Notwithstanding the fact that is the intention of the parties hereto that the County and its elected or appointed officials, employees or agents shall not incur any pecuniary liability by reason of the terms of this Letter of Intent or the undertakings required of the County or its elected or appointed officials, employees or agents hereunder, by reason of the issuance of the revenue bonds or by reason of the execution of any financing documents relating thereto, or by reason of the performance of any act requested of the County, its elected or appointed officials, employees or agents by the University, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulation pertaining to the foregoing; nevertheless, if the County or its elected or appointed officials, employees or agents should incur

any such pecuniary liability, then in such event the University shall indemnify and hold the County and its elected or appointed officials, employees or agents harmless against all claims, demands or causes of action whatsoever, by or on behalf of any person, firm or corporation or other legal entity arising out of the same or out of any Offering Statement or lack of Offering Statement in connection with the sale or resale of the revenue bonds and all costs, fees and expenses, including without limitation, legal fees and expenses whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the County or its elected or appointed officials, employees or agents, the University, at its expense, shall defend the County and its elected or appointed officials, employees or agents in any such action or proceeding.

Notwithstanding anything to the contrary contained herein, the University shall have no liability to indemnify the County, or its elected or appointed officials, employees or agents, against claims or damages resulting from the County's or its elected or appointed officials, employees or agents own gross negligence or willful misconduct.

In the event any claim is made against the County, its elected or appointed officials, employees or agents (collectively, the "Indemnified Parties") for which indemnification may be sought from the University under the foregoing provisions, the Indemnified Parties shall promptly give written notice thereof to the University; *provided that* any failure to give or delay in giving such written notice shall not relieve the University's indemnification obligations as set forth above except to the extent such failure or delay prejudices the University's ability to defend or settle such claim. Upon receipt of such notice, the University shall assume the defense thereof in all respects and may settle such claim in such manner as it deems appropriate so long as there is no liability, cost or expense to the Indemnified Party. The University shall select legal counsel to represent the Indemnified Party and shall not be responsible for the legal fees and expenses of any legal counsel retained by any Indemnified Party without the written consent of the University, unless the County shall have reasonably concluded that there may be a conflict of interest between the County and the University in the conduct of the defense of such action (in which case the University shall not have the right to direct the defense of such act on behalf of the County and shall be responsible for the legal fees and expenses of the counsel retained

by the Indemnified Party whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise).

b. If the revenue bond proceeds are not sufficient to complete the Bond Project, the University agrees to pay, or cause to be paid, the deficiency.

The County and the University have caused this Letter of Intent to be authorized by their respective governing body or board of directors, and executed by their duly authorized officers as of this \_\_\_\_\_ day of February, 1994.

**MULTNOMAH COUNTY, OREGON**

**UNIVERSITY OF PORTLAND**

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

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

UNIVERSITY OF PORTLAND  
BOND PROJECTS  
FEBRUARY 1994

## PROJECT I

## Restoration of Waldschmidt Hall

Timeline: October 1991 - October 1993

Cost: \$5.5 million

Bond Issue \$3.0 million

Waldschmidt Hall (formerly West Hall) was constructed in 1891. The 38,000-square-foot, five-story brick and stone structure currently houses the University's School of Business Administration, classrooms, and administrative offices. The restoration involved a complete gutting of the structure. All mechanical systems (electrical, water, HVAC) in the building have been replaced, and the building has been seismically retrofitted. In every way this building has been brought up to local building codes and complies with the Americans with Disabilities Act requirements.

## PROJECT II

## New Academic Hall

Timeline: May 1994 - August 1995

Cost: \$11.0 million

Bond Issue: \$11.0 million

The new Academic Hall will provide new housing for the School of Business Administration and the School of Education. Along with office space for the administrative departments of these two schools, the building will provide: offices for 68 faculty, 18 classrooms, 2 computer classrooms, 2 computer labs, 2 student reading rooms, 10 seminar break-out rooms, 2 conference rooms, and a faculty library. The 78,000-square-foot building will be constructed of stone and brick, complementing other campus structures.

## PROJECT III

## 1. Renovation of Christie Hall

Timeline: May 1994 - August 1995

Cost: \$2.8 million

Bond Issue: \$2.8 million

Christie Hall was built in 1911 and remains to this day a men's residence hall. The 27,000-square-foot, brick building requires a new mechanical system and needs to be seismically retrofitted. The total renovation will take place over two summers and when finished will to all intents and purposes produce a new building.

2. New water and sprinkler system for Mehling Hall

Timeline: May 1995 - August 1995

Cost: \$1.0 million

Bond Issue: \$1.0 million

Mehling Hall is an eight story, 80,000-square-foot women's residence hall constructed in 1964. The building is not currently equipped with a sprinkler system for fire protection. In addition, the existing water lines in the building have corroded and the pressure in certain rooms is unacceptable. This upgrade will replace existing water lines and install a sprinkler system.

3. Main Entry Drive Upgrade

Timeline: May 1995 - August 1995

Cost: \$ .2 million

Bond Issue: \$ .2 million

This upgrade will enhance the main entry drive of the University with a formal brick entrance gate and new lighting poles. Architecturally, the entrance will be in keeping with the new Academic Center and the renovation of existing buildings.

MEETING DATE: FEB 24 1994

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: RESOLUTION

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 2/24/94

Amount of Time Needed: 5 minutes

DEPARTMENT: NONDEPARTMENTAL DIVISION: COUNTY CHAIR'S OFFICE

CONTACT: BILL FARVER TELEPHONE #: 3958  
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: BILL FARVER

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

RESOLUTION in the Matter of Requesting the JPACT Finance Committee Consider and Evaluate Options for Provision of Additional Funding for Bridges

*2/25/94 copies to Bill Farver & Tanya Collier, Betsy Williams & Delma Farrell*

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 17 AM 8 55

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Requesting the )  
JPACT Finance Committee Consider and) R E S O L U T I O N  
Evaluate Options for Provision of )  
Additional Funding for Bridges )

WHEREAS, the County Auditor issued a report, "Bridge Section, Continue Diligent Efforts" which recommended:

To meet the identified capital improvement needs of the next twenty years:

1. continue to work with State and Federal officials to obtain funding for CIP projects;
2. continue to work with the City of Portland to identify and secure financing for the replacement of the Sellwood Bridge;
3. evaluate the adequacy of current Willamette River bridge capital funding and explore methods of re-allocating gasoline taxes; and

WHEREAS, the continued maintenance and timely rehabilitation and replacement of the Willamette River bridges is vital to the economic and social health of the entire region; and

WHEREAS, the Board of County Commissioners is committed to exploring and carefully considering all ways to provide greater funding for rehabilitation and capital replacement costs for the Willamette River Bridges.

NOW, THEREFORE, IT IS RESOLVED, the Multnomah County Board of Commissioners requests the Finance Committee of the Joint Policy Advisory Committee on Transportation (JPACT - membership attached) consider and evaluate all approaches that could be taken to provide additional funding for the Willamette River bridges from increased taxes or fees. Those approaches should include specific approaches such as increasing the county gas tax and/or motor vehicle registration fee, and toll pricing; and

IT IS FURTHER RESOLVED, that the Finance Committee of JPACT report its findings to the Board of County Commissioners by May 1, 1994.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

MULTNOMAH COUNTY, OREGON

REVIEWED:  
COUNTY COUNSEL FOR  
MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Beverly Stein  
Multnomah County Chair

By \_\_\_\_\_

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Requesting the )  
JPACT Finance Committee Consider and) R E S O L U T I O N  
Evaluate Options for Provision of ) 94-40  
Additional Funding for Bridges )

WHEREAS, the County Auditor issued a report, "Bridge Section, Continue Diligent Efforts" which recommended:

To meet the identified capital improvement needs of the next twenty years:

1. continue to work with State and Federal officials to obtain funding for CIP projects;
2. continue to work with the City of Portland to identify and secure financing for the replacement of the Sellwood Bridge;
3. evaluate the adequacy of current Willamette River bridge capital funding and explore methods of re-allocating gasoline taxes; and

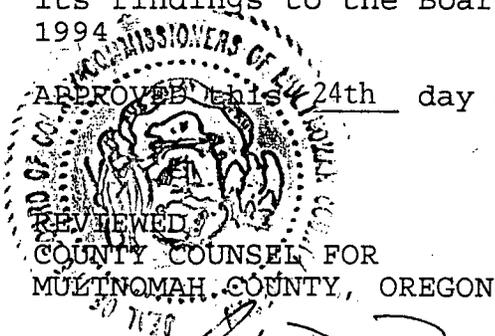
WHEREAS, the continued maintenance and timely rehabilitation and replacement of the Willamette River bridges is vital to the economic and social health of the entire region; and

WHEREAS, the Board of County Commissioners is committed to exploring and carefully considering all ways to provide greater funding for rehabilitation and capital replacement costs for the Willamette River Bridges.

NOW, THEREFORE, IT IS RESOLVED, the Multnomah County Board of Commissioners requests the Finance Committee of the Joint Policy Advisory Committee on Transportation (JPACT - membership attached) consider and evaluate all approaches that could be taken to provide additional funding for the Willamette River bridges from increased taxes or fees. Those approaches should include specific approaches such as increasing the county gas tax and/or motor vehicle registration fee, and toll pricing; and

IT IS FURTHER RESOLVED, that the Finance Committee of JPACT report its findings to the Board of County Commissioners by September 1, 1994.

APPROVED this 24th day of February, 1994.



By John L. DuBay  
John L. DuBay

MULTNOMAH COUNTY, OREGON

By Beverly Stein  
Beverly Stein  
Multnomah County Chair

JPACT FINANCE COMMITTEE

Commissioner Ed Lindquist, Chair  
Clackamas County

Councilor Rod Monroe  
Metro

Councilor George Van Bergen  
Metro

Commissioner Earl Blumenauer  
City of Portland

Commissioner Roy Rogers  
Washington County

Commissioner Tanya Collier  
Multnomah County

Tom Walsh  
Tri Met

Councilor Richard Devlin  
Metro

Bruce Warner  
Oregon Department of Transportation

David Sturdevant  
SE Washington Regional Transportation Council

Dave Lohman  
Port of Portland

**BUDGET MODIFICATION NO.** MCSO 12

(For Clerk's Use) Meeting Date FEB 24 1994  
 Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_ (Date) \_\_\_\_\_

DEPARTMENT Sheriff's Office DIVISION Services Branch  
 CONTACT Larry Aab TELEPHONE 251-2489  
 \*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

**SUGGESTED**

**AGENDA TITLE (to assist in preparing a description for the printed agenda)**

Budget modification requesting authorization to reclassify a Fiscal Asst/Senior Position to a Fiscal Specialist I Position.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will reclassify a Fiscal Asst/Senior Position to a Fiscal Spec. I Position effective 04/15/93. This position is budgeted in the Mgmt & Fiscal Svcs. Unit. Funding for the reclass has been identified in the unit's overtime line item. Also, this was recommended by Employee Services.

BOARD OF COUNTY COMMISSIONERS  
 MULTNOMAH COUNTY  
 OREGON  
 1994 FEB 15 PM 1:31

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

None

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_  
 (Specify Fund) (Date)  
 After this modification \$ \_\_\_\_\_

Originated By	Date	Department Manager	Date
		<i>Bob Skaggs</i>	2/11/94
Budget Analyst	Date	Personnel Analyst	Date
<i>Sharon L. ...</i>	2/14/94	<i>Shirlee Robertson</i>	2/15/94
Board Approval			Date
<i>Deborah ...</i>			2/24/94

EXPENDITURE TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		100	025	3606			5100			1,154		Permanent
							5300			(1,155)		Overtime
							5500			0		Fringe
							5550			1		Insurance
		400	050	7531			6580			1		Insurance
//////										1		TOTAL EXPENDITURE CHANGE

REVENUE TRANSACTION RB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		400	050	7040			6600			1		Svc. Reimb. to Ins. Fund
//////										1		TOTAL REVENUE CHANGE

**PERSONNEL DETAIL FOR BUD MOD NO.** MCSO 12

**5. ANNUALIZED PERSONNEL CHANGES** (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1)	Fiscal Asst./Senior	(27,034)	(7,283)	(3,808)	(38,125)
1	Fiscal Specialist I	28,042	7,555	3,869	39,466
TOTAL CHANGE (ANNUALIZED)		1,008	272	61	1,341

**6. CURRENT YEAR PERSONNEL DOLLAR CHANGES** (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1)	Delete Fiscal Asst./Senior	(27,034)	(7,283)	(3,808)	(38,125)
1	Add Fiscal Specialist I	28,042	7,555	3,869	39,466
	Add Funding for Reclass Effective in 92-93 Fiscal Year.	146	39	9	194
Overtime	Reduce Line Item	( 1,155)	( 311)	( 69)	( 1,535)
	TOTAL	( 1)	0	1	0

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

---

TO: BOARD OF COUNTY COMMISSIONERS  
FROM: Larry Aab, Fiscal Manager   
TODAY'S DATE: February 11, 1994  
REQUESTED PLACEMENT DATE: Next available Board Meeting  
RE: BUDGET MODIFICATION - RECLASSIFICATION OF POSITION

---

I. Recommendation/Action Requested:

Approval of a budget modification transferring \$1,155 from overtime in the Management and Fiscal Services Unit to pay for the reclassification of a Senior Fiscal Specialist to a Fiscal Specialist 1.

II. Background/Analysis:

A reclassification request was made by the employee based upon her job duties in relation to similar jobs performed in other county departments. The job duties were audited by County Personnel who concluded that the title Fiscal Specialist 1 was the appropriate classification for the duties she is performing.

III. Financial Impact:

Board policy precludes the use of County Contingency for reclassifications. Funds will be shifted from overtime in order to meet this obligation.

IV. Legal Issues:

Bargaining Unit obligations require resolution of a reclassification.

STAFF REPORT SUPPLEMENT  
PAGE 2

V. Controversial Issues:

None Known

VI. Link to Current County Policies:

Not Applicable

VII. Citizen Participation:

Not Applicable

VIII. Other Government Participation:

Analysis by County Personnel, examination of Bud Mod by County Budget.

MEETING DATE: FEB 24 1994  
AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

Intergovernmental Agreement with Portland Development Commission for pre-development services on 102nd and East Burnside site.

SUBJECT: \_\_\_\_\_

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: February 17, 1994

Amount of Time Needed: 15 minutes, if not on consent calendar.

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Bob Oberst TELEPHONE #: 248-3851

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst, Larry Brown (PDC)

May go on consent calendar. /

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Prepare pre-development plan for property at 102nd and East Burnside for presentation to property owner, David Douglas School District for its approval leading to sale and lease of development property. Plan to include new Midland County Library, various public services (such as Aging Services, Childrens Services, Recreation), housing and related services.

*2/25/94 originals to Bob Oberst*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *R. Oberst* *Betsy H. Willis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

RECEIVED  
MIDLAND COUNTY  
PLANNING  
DEPARTMENT  
FEB 24 1994

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management

TODAY'S DATE: January 28, 1993

REQUESTED PLACEMENT: ~~February 17, 1994~~

RE: Approval of Intergovernmental Agreement with Portland Development Commission for Pre-development Services (Multiple Function Community Center Project possibly including Midland Library Project in site at 102nd Avenue and East Burnside Street)

I. Recommendation/Action Requested: Approval by Board of Commissioners of agreement with Portland Development Commission under which PDC will perform the services described in the agreement in connection with the proposed multiple party development of the site at 102nd and East Burnside as mixed use community services and housing project, possibly including the Midland Library Project.

II. Background/Analysis: The proposed Community Center Project site consists of approximately 10.5 acres of land belonging to the David Douglas School District (Russelville School site) and about 2 acres of adjacent privately owned land. The project would require acquisition of the land or use thereof in order to do a phased project. A series of meetings has been held along with separate discussions involving various public and private non-profit organizations involved in providing recreational, public safety, housing, elderly, children's, Midland Library and other services to the public.

A development plan is necessary to be presented to the David Douglas School District Board to demonstrate the feasibility of the Project and acquire ownership or use of the site property as needed. Portland Development Commission has the resources and expertise to perform the services necessary to the formulation of the development plan. The services and elements of the plan are more particularly described in the Intergovernmental Agreement submitted herewith for approval.

III. Financial Impact: The fee to Portland Development Commission for the services to be performed will not exceed \$6,000.00.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: The Community Center Project may include the Midland Library project. The integration of various other services at the site, particularly children's,

seniors' and family services as provided by Multnomah county and other public and private non-profit organizations is consistent with County policy for co-located and integrated services of this nature to citizens of the County. The purpose of the proposed Intergovernmental Agreement is to explore the feasibility of a project directed at accomplishing the integration of these services and demonstrate to the site landowner, David Douglas School District, the benefit which it would derive from this use of its land.

VII. Citizen Participation: The Community Center Project planning process has involved affected citizen's groups, private non-profit organizations involved in the types of services contemplated and public agencies which are involved in providing the services and activities related to the project such as transportation, housing and land use. A list of addressees for such organizations is attached which is illustrative of the citizen involvement.

VIII. Other Government Participation: See VII above.

TO: B317  
Ginnie Cooper, Director  
FROM: B106/R1500  
Commissioner Kelley

Susan Brady  
MHCC Head Start  
10100 NE Prescott  
Portland, OR 97220

Cathy Jone  
YWCA  
1111 SW 10th  
Portland, OR 97205

TO: B106/R1302  
Charles Jordon  
FROM: B106/R1500  
Commissioner Kelley

TO: B106/R1204  
Fred Venzke  
From: B106/R1500  
Commissioner Kelley

TO: B131/R404  
Susan Des Camp  
FROM: B106/R1500  
Commissioner Kelley

TO: B106/R1102  
Larry Brown  
FROM: B106/R1500  
Commissioner Kelley

TO: B106/R702  
Jeanne Harrison  
FROM: B106/R1500  
Commissioner Kelley

TO: B106/R1002  
Mike Hayakawa  
FROM: B106/R1500  
Commissioner Kelley

TO: 421/3rd  
Bob Oberst  
FROM: B106/R1500  
Commissioner Kelley

TO: 421/3rd  
Jim Emerson  
FROM: B106/R1500  
Commissioner Kelley

TO: B106/R1430  
Dave Boyer  
FROM: B106/R1500  
Commissioner Kelley

TO: B131/R404  
Cece Hughley  
FROM: B016/R1500  
Commissioner Kelley

TO: 161/3rd  
Jim McConnell  
FROM: B106/R1500  
Commissioner Kelley

TO: B131/R404  
Commissioner Hales  
FROM: B106/R1500  
Commissioner Kelley

Bruce Burton  
13315 SE Cora  
Portland, OR 97236

Kaye Herger  
YWCA  
8010 N. Charleston  
Portland, OR 97203

Vivian Grubb  
5825 NE Emerson  
Portland, OR 97218

Anne Kelly Feeney  
Loaves & Fishes  
6125 SE 52nd  
Portland, OR 97212

Sharon K. Owen  
1307 NE 111th  
Portland, OR 97220

Don Ballinger  
United Way  
619 SW 11th  
Portland, OR 97205

Kim Knox  
Tri-Met  
4012 SE 17th  
Portland, OR 97202

Rod Monroe  
David Douglas School Bd  
7702 SE 111th  
Portland, OR 97266

Lisa Branch  
Parkrose School Dist  
10636 NE Prescott  
Portland, OR 97220

Ed West  
Parkrose School District  
10636 NE Prescott  
Portland, OR 97220

Wesley Fitzwater  
Senior Law Services  
10011 SE Division #104  
Portland, OR 97266

Bruce Burton  
David Douglas School  
13315 SE Cora  
Portland, OR 97236

TO: B106/R1500  
Carol Kelsey  
FROM: B016/R1500  
Commissioner Kelley

Colleen Ackers  
Oregon Fencing Division

Jackie Cottingim  
Parkrose High School  
11717 NE Shaver  
Portland, OR 97230

TO: B412/R215  
John Legry  
FROM: B106/R1500  
Commissioner Kelley

TO: 106/1002  
Colleen Ackers  
FROM: B106/R1500  
Commissioner Kelley

Gary McClellan  
Mid-County Child &  
Youth Center  
4110 NE 122  
Portland, OR 97230

Mary Anne Schwab  
Vocational Village  
8020 NE Tillamook  
Portland, OR 97213

1725L-1

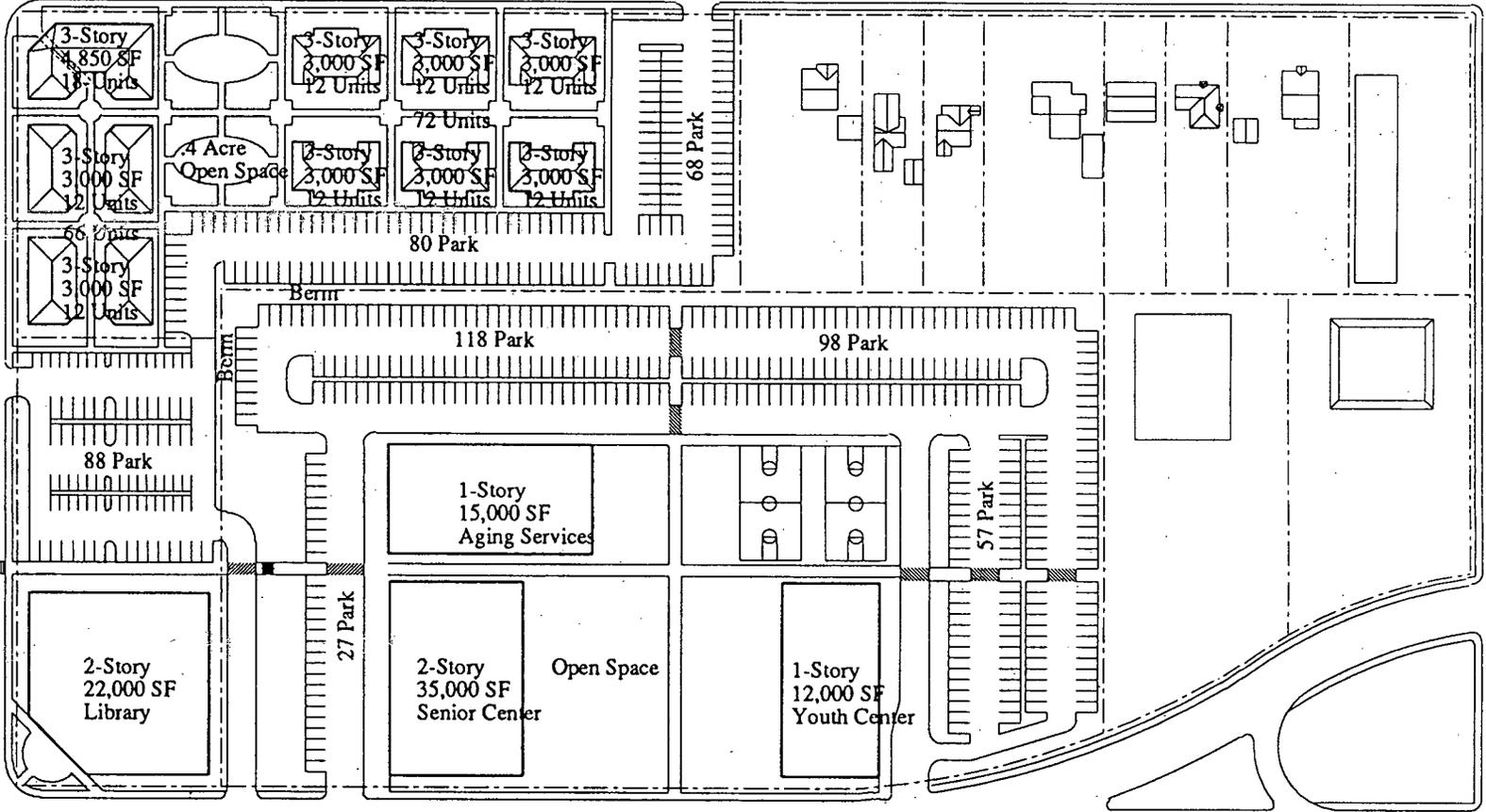
# Integrated Services Campus

Multnomah County  
Portland Development Commission  
Stastny Architects pc

S.E. 105th Avenue

East Burnside Street

S.E. Stark Street

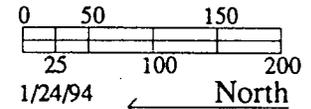


S.E. 102nd Avenue

Ankeny Street

Oak Street

RH Area 212,800  
 RH less Library Area = 150,000, 150 Min. Units  
 CS Area 296,900, 148,500 s.f. at 50% Cover  
 CS Pkg = 300  
 Library/Park-&-Ride Parking: 88





CONTRACT APPROVAL FORM  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301414  
Amendment #

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # R-6 DATE 2/24/94</p> <p>DEB BOGSTAD</p> <p>BOARD CLERK</p>
--	--	--

Department Environmental Services Division Facilities Mgmt Date 1-28-94

Contract Originator Bob Oberst Phone 248-3851 Bldg/Room 421/3rd

Administrative Contact Shelley Manny Phone 248-3322 Bldg/Room 421/3rd

Description of Contract The development Services for 102nd and East Burnside site. To be performed by PORTLAND DEVELOPMENT COMMISSION for MULTNOMAH COUNTY.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Portland Development Commission  
 Mailing Address 1120 SW 5th Ave., Rm 1100  
Portland, Oregon 97204  
 Phone 823-3200 Larry Brown  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date January 18, 1994  
 Termination Date March 31, 1994  
 Original Contract Amount \$ \_\_\_\_\_  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ 6,000.00

Remittance Address \_\_\_\_\_  
(If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

REQUIRED SIGNATURES:

Department Manager Bob Oberst Betsy H. Wallis

Purchasing Director \_\_\_\_\_  
(Class II Contracts Only)

County Counsel Phil D. Boy

County Chair / Sheriff \_\_\_\_\_

Contract Administration \_\_\_\_\_  
(Class I, Class II Contracts Only)

Encumber: Yes  No

Date 2/11/94

Date \_\_\_\_\_

Date 2/16/94

Date February 24, 1994

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	030	5650			6110					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

**INTERGOVERNMENTAL AGREEMENT  
MULTNOMAH COUNTY PRE-DEVELOPMENT SERVICES FOR  
102nd and EAST BURNSIDE SITE**

THIS INTERGOVERNMENTAL AGREEMENT, DATED this 18th day of January, 1994, by the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, (hereinafter called "PDC") and Multnomah County, a municipal corporation, (hereinafter called the "COUNTY") for the purpose of providing predevelopment planning services in connection with the proposed redevelopment of the site at 102nd and East Burnside into a mixed-use, Midland Branch Library, community services and residential project.

**1. TERM**

The term of the Agreement shall be from January 18, 1994, and will expire on March 31, 1994, or upon completion of the Scope of Work as outlined under Exhibit "A" of this Agreement, whichever occurs sooner, unless sooner terminated pursuant to Section 6 hereof, or unless extended by mutual written agreement of the County and PDC.

**2. PROJECT SCHEDULE**

The anticipated Project Schedule is as follows:

- A. Phase I - Preliminary physical site development and facility plan (in two development phases), presentation to David Douglas School District representative on January 24, 1994, and February 17, 1994.
- B. Phase II - Provide ongoing support to the development of physical and financial plans for the development of the project, prepare reports and analysis as requested and participate in discussions with School District, County, and City representatives and other parties as directed.

The parties acknowledge and agree that the above schedule shall serve as a guide for completion of the Scope of Work, but that the actual time line may vary given the complexity of the issues, the numerous agencies involved and the potential changes in scope of each major programming element not under PDC's or the County's control.

**3. SERVICES**

- A. Under the terms of this Agreement, PDC will perform the Scope of Work as outlined in Exhibit "A" of this Agreement.
- B. To assist PDC in carrying out its obligations, the County shall assume and perform those responsibilities identified in the Scope of Work (Exhibit "A").

4. **CONTRACT ADMINISTRATION**

- A. PDC's Executive Director has assigned the responsibility for performing the services specified in this Agreement to Larry L. Brown, Project Manager, and/or designee as appropriate.
- B. The County's responsibilities will be administered under the supervision of Robert Oberst, Property Manager, and/or his designee.

5. **COMPENSATION**

- A. The County shall pay PDC for all work performed under this Agreement up to a maximum amount not to exceed \$6,000, including actual staff costs, indirect and overhead charges, consultant services and reimbursable expenses including, but not limited to photocopying, graphics, printing, postage and out of town travel.
- B. Payment to PDC shall be made within 30 days of presentation of billing to the County.
- C. Payment shall be full compensation of work performed. The County shall not be liable for any costs in excess of this amount incurred by PDC.
- D. PDC shall serve as an independent contractor under this Agreement. PDC shall have no authority to execute any instrument or incur any liability on behalf of the County. PDC employees who perform work pursuant to this Agreement remain PDC employees and are not employees of the County.

6. **EARLY TERMINATION**

- A. This Agreement may be terminated by either party prior to the expiration of the agreed upon term upon thirty (30) days written notice to the other, delivered by Certified Mail or in person.
- B. County shall pay PDC for all work performed under this Agreement through the effective date of early termination according to the rates shown in Exhibit "B", and full payment shall be full satisfaction of all claims by PDC against the County under this Agreement, except for a claim for indemnification pursuant to Section 13 hereof.

7. **ASSIGNMENT**

PDC shall not assign any of the rights or obligations of this Agreement without obtaining prior written approval from the County. County hereby approves the Stastny Architects to perform site planning work under separate sub-contract to the PDC. The County, by this Agreement, incurs no liability for payment to third persons.

8. **RECORDS**

All books, documents, papers, and records obtained by PDC from any source or created by PDC pursuant to the Agreement shall be the County's property and delivered to it at any time during, at termination, or after termination of this Agreement upon demand by the County. PDC may retain copies of all work, documents, papers and records obtained or created by PDC pursuant to this Agreement and may make use of copies for any PDC purpose.

9. **BREACH OF AGREEMENT**

Either PDC or the County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within 15 days of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

10. **REMEDIES FOR BREACH OF AGREEMENT**

In event of termination by either party pursuant to Section 9 above, the parties' sole remedy shall be the delivery and receipt of payment as described in Paragraph 6, Early Termination.

11. **COMPLIANCE WITH LAWS**

In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state, and local laws and regulations.

12. **MODIFICATION**

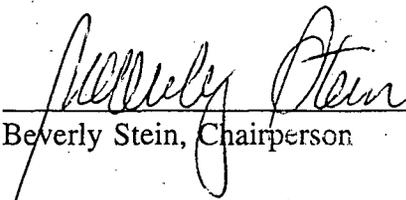
PDC and the County may modify this Agreement only by mutual written agreement, signed by both parties.

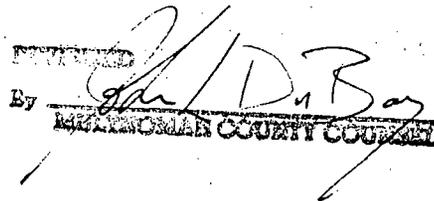
13. **HOLD HARMLESS**

Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 9, the County and PDC shall each be solely responsible for any loss or injury to third parties arising from PDC's or the County's own acts or omissions under this Agreement, and the County and PDC shall defend, hold harmless and indemnify the other party to this Agreement with respect to any claims, litigation or liability arising from the County's or PDC's own acts or omissions under this Agreement.

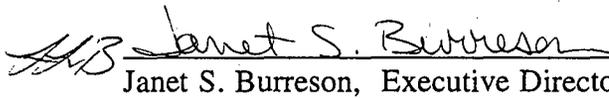
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

**MULTNOMAH COUNTY**

  
\_\_\_\_\_  
Beverly Stein, Chairperson

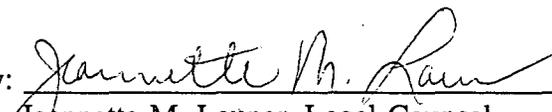
  
By \_\_\_\_\_  
~~MULTNOMAH COUNTY COUNCIL~~

**PORTLAND DEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
Janet S. Bureson, Executive Director

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 2/24/94  
DEB BOGSTAD  
BOARD CLERK

**APPROVED AS TO FORM:**

By:   
\_\_\_\_\_  
Jeannette M. Launer, Legal Counsel  
Portland Development Commission

## EXHIBIT "A"

### SCOPE OF WORK

#### Pre-Development Planning and Financing Strategy for Mixed-Use Community Services and Residential Project at 102nd and East Burnside Site

#### PDC RESPONSIBILITIES:

The following general work items shall be conducted by the PDC in order to provide the County with a preliminary development plan for a mixed-use campus consisting of the Midland Branch Library, other community services and multi-family housing.

Both the County and PDC acknowledge that for the magnitude of the proposed project, the work completed under this contract represents the initial steps to understanding options and opportunities.

The Portland Development Commission ("PDC") shall perform the following general task:

1. Meet with representatives of agencies and departments of Multnomah County, the City of Portland and private social service providers and contractors to identify space and financing needs and sources of project funding.
2. Prepare a phased, physical site development and facility plan which accommodates the needs of prospective governmental and housing uses which have been proposed for the site, potentially including:

#### PUBLIC USES

Library facility, senior center, youth center, aging services, youth services, police branch facility, accessory parking, open space, pedestrian connections and amenities.

#### PRIVATE USES

Multi-family housing units, commercial uses, non-profit services and accessory parking.

3. Assist in the investigation of site acquisition options including making inquiries regarding the availability of land and providing recommendations regarding acquisition strategies.

4. Assist in the preparation of a financing strategy and plan which describes the funding needs of the proposed projects and identifies the financing options available for each major program element.
5. Prepare a schedule of major physical development and financial commitment milestones which may be achieved during the next 12 months.
6. Attend meetings between County officials and other involved parties and make presentations describing the progress or results of the above work as required.
7. Assist in the preparation of legal documents to provide acceptable forms of site control during the project's pre-development stages.
8. Recommend the next steps to be undertaken by the County/PDC to begin to implement the work program, if reasonable progress is achieved through the preliminary scope of work.

#### COUNTY RESPONSIBILITIES

The County shall provide to PDC all requested information in a timely manner. The County shall respond to draft work products in a timely manner. County representatives shall be available for telephone conversations and meetings in a timely manner. Given the short duration of this contract, "timely manner" may be as quick as a few hours or days.

MEETING DATE: FEB 24 1994

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Notice of Intent -- State DLCD National Scenic Area Grant

**BOARD BRIEFING** Date Requested: [redacted]

Amount of Time Needed: [redacted]

**REGULAR MEETING:** Date Requested: February 24, 1994

Amount of Time Needed: 2 minutes

**DEPARTMENT:** Environmental Services **DIVISION:** Planning & Development

**CONTACT:** R. Scott Pemble **TELEPHONE #:** x3189  
**BLDG/ROOM #:** 412/1st floor

**PERSON(S) MAKING PRESENTATION:** R. Scott Pemble

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

Authorize the Planning Division to submit a grant request in the amount of \$20,000 to develop a map set combining the information necessary for making land use decisions in the CRGNSA that is currently mapped on four different information sources.

*2/25/94 copy to Scott Pemble*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR 

**DEPARTMENT MANAGER:** Betty Williams

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1994 FEB 16 PM 2:25

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Office of the Board Clerk 248-3277/248-5222**

# MULTNOMAH COUNTY NOTICE OF INTENT

February 24, 1994

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Planning & Development  
R. Scott Pemble

GRANTOR AGENCY: Oregon Department of Land Conservation & Development

BEGINNING DATE OF GRANT: July 1, 1994

PROJECT TITLE: Columbia River Gorge National Scenic Area Mapping Project

## PROJECT DESCRIPTION/GOALS:

This project would create a map set containing the combined ownership, zoning, landscape settings, and recreation intensity classifications for the Columbia River Gorge National Scenic Area. The goal is to streamline the process of determining the allowable uses and Management Plan regulations that apply to specific properties by placing the data currently contained on three map sets generated by the Gorge Commission onto a current Assessment & Taxation ownership base.

ESTIMATED BUDGET:	Direct/Indirect
State Share:	\$19,270/\$730
Local Share:	None required
TOTAL:	\$20,000

EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard match, in-kind, etc.)

Not Applicable

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS: FINANCE: XX DEPARTMENT: XX. IF DEPT REPORTS, INDICATE REASONS.

No reports required. DLCD requires one copy of final product.

GRANT DURATION AND FUTURE RATIO (INDICATE AMOUNT OF COUNTY MATCH PER YEAR): Product must be generated by June 30, 1995.

PERSONNEL DETAIL (Use appropriate County classification with yearly costs)

	PART TIME	FRINGE/INSURANCE	TOTAL
.5 FTE Cartographer	\$12,977	\$0	\$12,977

EXPLAIN MATERIALS AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS.

M&S \$7,023  
 CAPITAL 0.00

COMMENTS:

M&S expenses include photo-reduction services, mylar and paper.

GRANT MANAGER	<u>R. Scott Pomble</u>	<u>2-14-94</u>
	Signature	date
BUDGET DIVISION	<u>Ken Davidson</u>	<u>2/16/94</u>
	Signature	date
FINANCE DIVISION	<u>Jan Zelau</u>	<u>2/16/94</u>
	Signature	date
PERSONNEL DIVISION	<u>Donald H. Wauhley</u>	<u>2-16-94</u>
	Signature	date
DEPARTMENT DIRECTOR	<u>Betsy Willian</u>	<u>2/16/94</u>
	Signature	date

APPROVED MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # R-7 DATE 2/24/94  
DEB BOGSTAD  
 BOARD CLERK

MEETING DATE: FEB 24 1994

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Notice of Intent -- State LCDC Technical Assistance Grant Request

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: February 24, 1994

Amount of Time Needed: 2 minutes

**DEPARTMENT:** Environmental Services **DIVISION:** Planning & Development

**CONTACT:** R. Scott Pemble **TELEPHONE #:** 248-3182

**BLDG/ROOM #:** 412/1st Floor

**PERSON(S) MAKING PRESENTATION:** R. Scott Pemble

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

Authorize the Planning Division to submit a grant request to the Oregon Department of Land Conservation of Development for the following technical assistance grants:

- 1) \$26,500 for the completion of the second of five rural area plans.
- 2) \$25,000 for strategic planning to obtain an Information System.
- 3) \$37,800 for mapping tools for implementation of Farm and Forest Rule changes enacted by the Oregon Legislature in 1993.

*2/25/95 copy to Scott Pemble*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

**OR**

**DEPARTMENT MANAGER:** Betsy Williams

BOARD OF COUNTY COMMISSIONERS  
 1994 FEB 16 PM 2:25  
 MULTNOMAH COUNTY  
 OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Office of the Board Clerk 248-3277/248-5222**

# MULTNOMAH COUNTY NOTICE OF INTENT

February 24, 1994

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Planning & Development  
Gordon Howard

GRANTOR AGENCY: Oregon Department of Land Conservation & Development

BEGINNING DATE OF GRANT: July 1, 1994

PROJECT TITLE: Rural Area Plan Program

PROJECT DESCRIPTION/GOALS:

The proposed grant is for technical assistance in completing the second of five rural area plans for the rural areas of Multnomah County. The rural area plan program is designed to provide comprehensive community-level planning for Multnomah County rural areas and resolve issues related to natural resource protection, implementation of statewide planning goals and administrative rules, protection of resource-based land uses, and issues unique to each rural area.

ESTIMATED BUDGET: \$156,500		Direct/Indirect
State Share:	\$25,531/969	17%
Local Share:	\$130,000/00	83%
TOTAL:	\$155,531/969	100%

EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard match, in-kind, etc.)

Planning & Development Division budgeted costs for completion of the second of five Rural Area Plans.

SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS: DEPARTMENT -- IF DEPT REPORTS, INDICATE REASONS.

Reports include financial and performance information to be provided to the Oregon Department of Land Conservation & Development. Completion of the project must be by the specified completion date of June 30, 1995. Department is best able to convey information on progress of the work program to the grantor.

GRANT DURATION AND FUTURE RATIO (INDICATE AMOUNT OF COUNTY MATCH PER YEAR): 12 Month duration, no mandated match -- County match to be 83% of project costs

PERSONNEL DETAIL (Use appropriate County classification with yearly costs)

	FULL TIME	FRINGE/INSURANCE	TOTAL
1 FTE SENIOR PLANNER	\$40,500	\$19,000	\$59,500

EXPLAIN MATERIALS AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS.

M&S            \$97,000.00  
 CAPITAL            0.00

COMMENTS:

M&S expenses include contractual services to perform work related to implementation of Oregon Statewide Planning Program Goal 5 -- Natural Resources, Citizen Involvement Process, and Comprehensive Database Mapping System. Other costs are incurred due to proper noticing to residents and property owners of the preparation of the rural area plan..

GRANT MANAGER	<u>R. Scott Pender</u>	2-14-94
	Signature	date
BUDGET DIVISION	<u>Ken Hedwick</u>	2/16/94
	Signature	date
FINANCE DIVISION	<u>Jan Hjelaa</u>	2/16/94
	Signature	date
PERSONNEL DIVISION	<u>Donald Heumhley</u>	2-16-94
	Signature	date
DEPARTMENT DIRECTOR	<u>Betsy William</u>	2/16/94
	Signature	date

APPROVED MULTNOMAH COUNTY  
 BOARD OF COMMISSIONERS  
 AGENDA # R-8 DATE 2/24/94  
DEB BOGSTAD  
 BOARD CLERK

MEETING DATE: FEB 24 1994

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Notice of Intent -- State LCDC Technical Assistance Grant Request

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: February 24, 1994

Amount of Time Needed: 2 minutes

**DEPARTMENT:** Environmental Services **DIVISION:** Planning & Development

**CONTACT:** R. Scott Pemble **TELEPHONE #:** 248-3182

**BLDG/ROOM #:** 412/1st Floor

**PERSON(S) MAKING PRESENTATION:** R. Scott Pemble

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

Authorize the Planning Division to submit a grant request to the Oregon Department of Land Conservation of Development for the following technical assistance grants:

- 1) \$26,500 for the completion of the second of five rural area plans.
- 2) \$25,000 for strategic planning to obtain an Information System.
- 3) \$37,800 for mapping tools for implementation of Farm and Forest Rule changes enacted by the Oregon Legislature in 1993.

*2/25/94 copy to Scott Pemble*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

**DEPARTMENT MANAGER:** *OR* Betsy Williams

BOARD OF COUNTY COMMISSIONERS  
MULLENBACH COUNTY  
OREGON  
1994 FEB 16 PM 2:25

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Office of the Board Clerk 248-3277/248-5222**

# MULTNOMAH COUNTY NOTICE OF INTENT

February 24, 1994

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Planning & Development  
R. Scott Pemble

GRANTOR AGENCY: Oregon Department of Land Conservation & Development

BEGINNING DATE OF GRANT: July 1, 1994

PROJECT TITLE: Information System Strategic Plan

## PROJECT DESCRIPTION/GOALS:

Multnomah County proposes to develop an integrated Information System that combines those of Assessment and Taxation, the Metropolitan Service District, and the data base of the Planning Department. The goal of this project is to provide more accurate, comprehensive and current information in both tabular and graphic form to the Board, county staff, A & T subscription service users, and the general public.

The project would consist of contracting the services of an Information System specialist to analyze the current data bases of the agencies involved and recommend the hardware and software and phasing program necessary to integrate those systems. County staff would coordinate and participate in meetings between the agencies and provide printing and distribution services. The final product would be a strategic plan for the installation and maintenance of an Information System for the County.

ESTIMATED BUDGET:	Direct/Indirect
State Share:	\$24,088/\$912
Local Share:	\$51,200/\$0
TOTAL:	\$75,288/\$912

## EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard match, in-kind, etc.)

Local share consists of 1/3 FTE Senior Planner, Assessment & Taxation and ISD personnel costs, reproduction, and mailing and distribution. Indirect costs reflect grant fund management charges.

## SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS: DEPARTMENT: XX. IF DEPT REPORTS, INDICATE REASONS.

Reports include financial and performance information to be provided to the Oregon Department of Land Conservation and Development.

Land Conservation and Development.

GRANT DURATION AND FUTURE RATIO (INDICATE AMOUNT OF COUNTY MATCH PER YEAR): Project must be completed by June 30, 1995.

PERSONNEL DETAIL (Use appropriate County classification with yearly costs)

	FULL TIME	FRINGE/INSURANCE	TOTAL
.33 FTE Senior Planner	\$14,574	\$5,926	\$20,500
Assessment & Taxation and ISD Staff Services			30,000

EXPLAIN MATERIALS AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS.

M&S \$700.00  
CAPITAL 0.00

COMMENTS:

M&S expenses include reproduction, mailing and distribution.

GRANT MANAGER

R. Scott Pemble  
Signature date

BUDGET DIVISION

Geri Hardwick 2/16/94  
Signature date

FINANCE DIVISION

Jean Thelma 2/16/94  
Signature date

PERSONNEL DIVISION

Donald Heedumley 2/16/94  
Signature date

DEPARTMENT DIRECTOR

Betsy Williams 2/16/94  
Signature date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 2/24/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: FEB 24 1994

AGENDA NO: R-10

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Notice of Intent -- State LCDC Technical Assistance Grant Request

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: February 24, 1994

Amount of Time Needed: 2 minutes

**DEPARTMENT:** Environmental Services **DIVISION:** Planning & Development

**CONTACT:** R. Scott Pemble **TELEPHONE #:** 248-3182

**BLDG/ROOM #:** 412/1st Floor

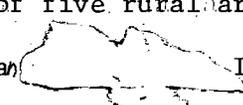
**PERSON(S) MAKING PRESENTATION:** R. Scott Pemble

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

Authorize the Planning Division to submit a grant request to the Oregon Department of Land Conservation of Development for the following technical assistance grants:

- 1) \$26,500 for the completion of the second of five rural area plans.
- 2) \$25,000 for strategic planning to obtain an  Information System.
- 3) \$37,800 for mapping tools for implementation of Farm and Forest Rule changes enacted by the Oregon Legislature in 1993.

*2/25/94 copy to Scott Pemble*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

**OR**   
**DEPARTMENT MANAGER:** Betty Williams

BOARD OF  
COUNTY COMMISSIONERS  
1994 FEB 16 PM 2:25  
MULTI-COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Office of the Board Clerk 248-3277/248-5222**

# MULTNOMAH COUNTY NOTICE OF INTENT

February 24, 1994

TO: BOARD OF COUNTY COMMISSIONERS

DEPARTMENT AND CONTACT PERSON: Planning & Development  
R. Scott Pemble

GRANTOR AGENCY: Oregon Department of Land Conservation & Development

BEGINNING DATE OF GRANT: July 1, 1994

PROJECT TITLE: Maps Needed to Implement Recent Farm and Forest Lands Rule Changes

## PROJECT DESCRIPTION/GOALS:

Recently amended Oregon Administrative Rules for farm and forest lands now contain land use approval criteria that require the use of three mapping tools. This project will produce the high-value agricultural soils maps, contiguous ownership maps, and land use maps at a scale and design needed to implement the new State Rules.

ESTIMATED BUDGET:	Direct / Indirect
State Share:	\$36,420 / \$1,380
Local Share:	\$30,000
TOTAL:	\$66,420 / \$1,380

## EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard match, in-kind, etc.)

Local share consists of one-half FTE Planner, Assessment and Taxation and ISD personnel costs, and reproduction costs. Indirect costs reflect grant fund management charges.

## SPECIFY REPORTING AND/OR BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS: DEPARTMENT: XX. IF DEPT REPORTS, INDICATE REASONS.

Reports include financial and performance information to be provided to the Oregon Department of Land Conservation and Development.

GRANT DURATION AND FUTURE RATIO (INDICATE AMOUNT OF COUNTY MATCH PER YEAR): Project must be completed by June 30, 1995.

PERSONNEL DETAIL (Use appropriate County classification with yearly costs)

	FULL TIME including FRINGE/INSURANCE	TOTAL
.5 FTE Planner	\$27,000	\$27,000
Assessment & Taxation and ISD Staff Services		\$1,000

EXPLAIN MATERIALS AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS.

M&S \$2,000.00  
CAPITAL 0.00

COMMENTS:

M&S expenses include reproduction costs of maps.

GRANT MANAGER

R. Scott Pemble 2-14-94  
Signature date

BUDGET DIVISION

Keri Gudwick 2-16-94  
Signature date

FINANCE DIVISION

Jan Szlan 2-16-94  
Signature date

PERSONNEL DIVISION

Donald Heenanley 2-16-94  
Signature date

DEPARTMENT DIRECTOR

Betsy Willian 2/16/94  
Signature date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 2/24/94  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: FEB 24 1994

AGENDA NO: UC-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Grant Notice of Intent

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: Thursday February 24, 1994

Amount of Time Needed: five minutes

DEPARTMENT: Developmental Disabilities DIVISION: Community & Families Division

CONTACT: Dennis Adams / Howard Klink TELEPHONE #: x6438 or x6972  
BLDG/ROOM #: McCoy 160/5th

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

The Office of Developmental Disabilities wishes to submit an application for Local Solutions dollars to serve 30 plus young adults. The grant money would be used in the High School Transition Project (HSTP), a program designed to help students with severe disabilities obtain and maintain employment after leaving high school.

BOARD OF  
COUNTY COMMISSIONERS  
1994 FEB 22 PM 3:26  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *Polomp Pol* (HP)

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
426 S.W. STARK, 5TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3658 FAX (503) 248-3648  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DAN SALTZMAN • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

February 18, 1994

TO: Board of County Commissioners  
FROM: Dennis L. Adams, Program Manager   
RE: Grant Notice of Intent

**Summary:**

The 1993 Legislature allocated \$1.5 million in anticipated Oregon Lottery revenue to the Mental Health and Developmental Disability Services Division, Office of Developmental Disability Services (ODDS), to assist students with severe disabilities with obtaining and maintaining employment after leaving high school. This allocation was a direct result of the actions of a determined coalition of providers, advocates and families committed to the principle that investment in jobs for these students now is a sound investment in the economic future of Oregon.

ODDS is using the Lottery Funds to launch a multi-phase High School Transition Project (HSTP) for the 1993-95 biennium. The HSTP goal is employment success for at least 200 individuals with only short-term public assistance. Individuals need to be employed -- or to have employment virtually assured -- by January 31, 1995.

The direct service phases of the HSTP include: Family Grants (at least 25 individuals to be served statewide); Business Initiative (number of individuals served and location of projects based on business proposals); Pilot Partnerships (schools, Vocational Rehabilitation Division, and ODDS serving 50 individuals in a specific geographic area of the state); and Local Solutions (at least 130 individuals served throughout the state).

The Multnomah County Developmental Disabilities Program wishes to submit an application for Local Solutions dollars to serve 30 + young adults.

**Grant Funding:** This is one time only for the 93-95 biennium, however, if successful, additional lottery dollars will be sought for the 95-97 biennium.

**Filing Deadline:** February 28, 1994.

cc: Howard Klink  
Lorenzo Poe

MEETING DATE: FEB 24 1994

AGENDA NO: UC-2

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Notice of Intent to Apply for \$100,000 Grant from the M.J. Murdock Charitable Trust

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: February 24, 1994 . Unanimous Consent

Amount of Time Needed: \_\_\_\_\_

**DEPARTMENT:** Non-Departmental **DIVISION:** Commissioner Saltzman's Office

**CONTACT:** Dan Saltzman **TELEPHONE #:** 248-5220  
**BLDG/ROOM #:** 106/1500

**PERSON(S) MAKING PRESENTATION:** Commissioner Dan saltzman

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):**

The M.J. Murdock Charitable trust awards general purpose grants to support projects related to arts and humanities, education, health, social welfare and a variety of other activities. This grant is a request to the Trust for funding the salary and associated costs of a Director of Entrepreneurial Activities within the Multnomah County Library. The creation of this position is in accord with one of the principle recommendations of the Final Report of the Library Entrepreneurial Initiatives Team. That report also recommended the pursuit of private resources to initially fund the position.

The goal of the grant is to establish a program of entrepreneurial activities within the Multnomah County Library, as outlined by that report.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** *Dan Saltzman* by *Mania Gajo*

**OR**

**DEPARTMENT MANAGER:** \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

**Any Questions: Call the Office of the Board Clerk 248-3277/248-5222**



**DAN SALTZMAN**, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** COMMISSIONER DAN SALTZMAN

**RE:** NOTICE OF INTENT TO APPLY FOR \$100,000 GRANT FROM THE M.J. MURDOCK CHARITABLE TRUST

**DATE:** FEBRUARY 24, 1994

This memo is submitted in compliance with the Notice of Intent procedures established by the Chair on October 19, 1993.

### GRANT REQUIREMENTS AND GOALS

The M.J. Murdock Charitable Trust awards general purpose grants to support projects related to arts and humanities, education, health, social welfare and a variety of other activities. This grant is a request to the Trust for funding the salary and associated costs of a Director of Entrepreneurial Activities within the Multnomah County Library. The creation of this position is in accord with one of the principle recommendations of the Final Report of the Library Entrepreneurial Initiatives Team. That report also recommended the pursuit of private resources to initially fund the position.

The goal of the grant is to establish a program of entrepreneurial activities within the Multnomah County Library, as outlined by that report.

### GRANTING AGENCY

M.J. Murdock Charitable Trust, P.O. Box 1618, Vancouver, Washington, 98668

### GRANT FUNDING

The request is for a one time only grant of \$100,000, to be used over a two year period.

### FILING TIMELINES

The Murdock Charitable Trust specifies no filing deadlines for its General Purpose Grants. It is anticipated that the grant will be prepared no later than February 24, 1994